



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Capreit
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking a monetary order. The hearing was conducted via teleconference and was attended by the landlord's agent and the female tenant.

The landlord testified the male tenant was also served with the notice of hearing documents and this Application for Dispute Resolution, pursuant to Section 59(3) of the *Residential Tenancy Act (Act)* by registered mail on August 8, 2014 in accordance with Section 89. Section 90 of the *Act* deems documents served in such a manner to be received on the 5th day after they have been mailed.

Based on the testimony of the landlord, I find that the male tenant has been sufficiently served with the documents pursuant to the *Act*.

At the outset of the hearing the landlord confirmed that through their investigation they are satisfied that the male tenant was the only tenant responsible for the damage for which they are seeking compensation. As such, while the landlord had named both the male and female tenant on their Application the landlord agreed to amend their claim to name only the male tenant. I amend the landlord's Application for Dispute Resolution to exclude the female tenant as a respondent.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to a monetary order for damage to the rental unit and residential property and to recover the filing fee from the tenants for the cost of the Application for Dispute Resolution, pursuant to Sections 32, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed by the parties on December 12, 2013 for a 1 year fixed term tenancy beginning on January 1, 2014 for the monthly rent of \$1,775.00 due on the 1st of each month with a security deposit of \$887.50.

The landlord submits that between March and July 2014 the residential property had multiple water backups within a lower floor rental unit. It was ultimately found that a tenant in a higher unit had been flushing a cedar cat litter into the system. After substantial investigation by the landlord the male tenant of this rental unit had confirmed responsibility for these actions, as evidenced in the landlord's documentary evidence of emails and other correspondence between the male tenant and the landlord.

The landlords have submitted documentary evidence of all invoices attributed to the cost to repair the plumbing and damage to the rental unit and business at the base of the building, in the amount of \$23,446.96.

Analysis

Section 32(2) states a tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and Section 32(3) states the tenant must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the property by the tenant.

Based on the landlord's undisputed testimony and evidence I find the landlord has established that the male tenant has caused substantial damage to the residential property and as a result the landlord has suffered a financial loss to repair the damage. I find the landlord has provided sufficient evidence to establish the value of that loss at \$23,446.96

Conclusion

I find the landlord is entitled to monetary compensation pursuant to Section 67 and grant a monetary order in the amount of **\$23,546.96** comprised of \$23,446.96 repairs and the \$100.00 fee paid by the landlord for this application.

This order must be served on the male tenant. If the tenant fails to comply with this order the landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 23, 2015

