



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes mnsd, ff

Introduction:

The landlord requests a Monetary Order as against the tenant.

Issues to be decided:

I am asked to determine whether the tenant is liable for the costs of plumbing repairs to the premises, following the ending of this tenancy. (I note that there are other issues of concern to both parties, but it is this single issue that is filed for dispute resolution by the landlord, and therefore the only issue over which I am provided jurisdiction).

Background and Evidence:

This tenancy began on or about July 17, 2013, and ended on or about July 30, 2014. Monthly rent was \$1,150.00.

After the tenant had been in the premises for about 10 months, she complained to the landlord that the toilet was clogging. The tenant arranged for a plumbing company to inspect the toilet, but this was cancelled as the landlord thought the problem might be solvable without the expense of a plumber. The problem remained until the tenancy ended two months later.

After the tenant moved out, the landlord hired a plumber, who over the course of several visits found the bathtub drain clogged with hair, and the toilet clogged with various items including a piece of broken mirror. The total cost for these repairs was \$336.93.

The tenant submits she should not be liable for the plumbing costs, essentially on the basis that it was the landlord who cancelled the plumber the tenant had arranged. The landlord replies that she was trying to save the tenant some money, by seeing if the problem could be resolved without the expense of a plumber.

Analysis:

Given that the toilet problems began after the tenancy had continued for 10 months, I find that the clogged tub drain and the clogged toilet were attributable to the tenant or

other occupants in the premises. I further accept that the landlord was trying to assist the tenant in initially terminating the visit by a plumber, in hopes that an unnecessary expense might be saved. This intervention, however, did not in any remove the liability of the tenant for the plumbing issues. I find that the tenant would have incurred roughly the same expense as was subsequently incurred by the landlord to rectify the plumbing issues. The tenant therefore must pay the sum of \$336.93 to the landlord. As the landlord is successful in her claim, I also award recovery of the \$50.00 filing fee.

Conclusion:

I award \$386.93 to the landlord, and I order that the tenant pay this sum immediately.

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: March 02, 2015

Residential Tenancy Branch

