



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the landlord seeking a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement and the recovery of the filing fee. Both parties participated in the conference call hearing. The tenant confirmed that they received the landlords' application for dispute resolution, notice of hearing package and evidence. Based on the information provided for this hearing I am satisfied that all of the above documents have been served in accordance with the Rules of Procedure and the Act.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background, Evidence and Analysis

The landlord's d testimony is as follows. The tenancy began on June 15, 2014 and is ongoing. . The tenants were obligated to pay \$1175.00 per month in rent in advance.

I address the landlord's claims and my findings around each as follows. A move in condition inspection report was conducted at move in.

Landlords Claim – The landlord is seeking \$139.64 for a plumbing service call that he alleges the tenants are responsible for. The landlord stated that the all plumbing fixtures were inspected and fully functioning at the day of move in. The landlord stated that on June 16, 2014 the tenants complained that the toilet was plugged and would not flush. The landlords stated that he had a plumber come and “snake” the drain and clear the clog. The landlord stated that on August 27, 2014 the tenants called again to complain that the toilet was plugged. The landlord called the plumber to inspect and to investigate if it was a plumbing issue or due to misuse or negligence.

The landlord stated that the plumber removed the entire toilet and snake the whole line and found that the line was clear. The landlord stated that the plumber found excessive amounts of toilet paper stuck in the toilet itself. The landlord stated that plumber cleaned out the entire toilet and “snaked” the line. The landlord stated that the plumber did multiple tests with large amounts of toilet paper to ensure it wasn’t a plumbing problem. The landlord stated that the plumber advised that too much product was being used.

The tenants dispute this claim. The tenants stated that they use very little toilet paper and that it must be a plumbing problem.

A landlord is responsible to maintain and repair the plumbing in a unit, unless however they can provide sufficient evidence of misuse or negligence. The landlord conducted an inspection at move in and had a plumber clear the blockage on a previous occasion leaves little doubt that the tenants through negligence or misuse caused a second blockage. Based on the above and on the balance of probabilities, the landlord has satisfied me of their claim. The landlord is entitled to \$139.64.

The landlord is also entitled to the recovery of the \$50.00 filing fee.

Conclusion

The landlord has established a claim for \$189.64 I grant the landlord an order under section 67 for the balance due of \$189.64. This order may be filed in the Small Claims Court and 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: May 12, 2015

Residential Tenancy Branch

