



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MNDC

### **Introduction**

This hearing was convened in response to an application by the tenant for a Monetary Order for loss. The hearing was conducted by conference call. The tenant and landlord both participated in the hearing. The tenant testified they were abandoning a portion of their \$30,350.00 claim so as an Arbitrator could hear this matter under the Residential Tenancy Act (the Act) and the Rules of Procedure.

### **Background and Evidence**

The relevant evidence in this matter is as follows. The tenancy started November 01, 2011. The rental unit was a house in Mission. In the early morning of December 10, 2013 the rental unit was engulfed in a catastrophic fire. The tenant was awakened and fled to safety. The fire was eventually subdued by fire services, however, resulting in total loss of property to the fire and water suppression efforts. The house and contents were destroyed, including vehicles and the tenant lost substantially all of their possessions. The tenants did not have occupant or tenant's insurance, although their vehicle insurance covered the loss of their car. The tenants estimated their actual loss to be in or about \$30,350.00. They abandoned the excess and claimed the maximum allowable amount of \$25,000.00.

It is the tenant's contention that the landlord should be responsible for their loss because, according to the tenant, there was a "wiring problem" in the garage to which the landlord was alerted, but they effectively dismissed. The tenant claims they notified the landlord of a "flickering" florescent light in the garage and that an electrician should look at the light, but this did not occur. The landlord denies they were ever notified of

such an issue or that there was ever a wiring issue in the unit. The tenant claims that fire services notified them that faulty wiring is at the root of 99% of all fires; however they would not be providing any conclusive report or information respecting the fire.

### **Analysis**

It is the tenant's contention, based on their testimony that there was likely an electrical problem in the garage which the landlord failed to address upon being notified of a problem and therefore the landlord should be liable for the tenants' property loss because they were negligent in making repairs. The landlord's response is that there was no electrical problem known to them nor were they notified of the possibility of such a problem – for them to address.

In this matter the existence of the tenant's loss is not in dispute and neither is it in dispute that the tenant's claim is an estimate of their loss as the true value of their loss is not verifiable. However, in this type of application the tenant must also prove, or establish, that the loss occurred solely because of the actions or neglect of the landlord in violation of the Act or tenancy agreement. The tenant has not presented evidence establishing that their loss was a result of the landlord's negligence. As a result, the tenants' claim is **dismissed** without leave to reapply.

**This Decision is final and binding on both parties.**

*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: December 07, 2015

---

Residential Tenancy Branch

