



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, FF.*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repairs due to a water leak, damage to moulding, replacement of light bulbs and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Has the landlord established a claim for the cost of repairs due to a water leak, damage to moulding, replacement of light bulbs and for the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on November 01, 2014 and ended on October 31, 2015. Rent was \$1,200.00 per month due on the first of the month. Prior to moving in, the tenant paid a security deposit of \$600.00. The rental unit is located in an apartment building.

The tenant agreed that a fish tank in the rental unit leaked and caused damage inside the rental unit and to the ceiling of the unit below. The building manager contacted the landlord to report the incident. The tenant was informed of the damage. The landlord provided the tenant with the contact information of the building manager and requested him to follow up on the cost of repairs.

The landlord filed proof of invoices billed to her by the strata counsel and stated that she is making payments in installments from a line of credit and has incurred interest charges as well. The total amount of the invoices billed to the landlord is \$8,625.64.

The landlord also stated that the moulding in the kitchen was damaged and that light bulbs needed to be replaced. The tenant agreed to cover \$150.00 for damage to the moulding and \$27.49 to replace bulbs

Analysis

It must be emphasized that in order to claim for damage or loss under the *Act*, the party claiming the damage or loss bears the burden of proof.

The claimant bears the burden of establishing each claim on the balance of probabilities. The claimant must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the claimant must then provide evidence that can verify the actual monetary amount of the loss or damage.

In this case, the parties agreed that there was water damage inside the rental unit and to the ceiling of the unit below. The tenant agreed that the leak originated from his fish tank. The landlord has provided adequate evidence to support her claim, by way of email correspondence between the strata, the landlord and the tenant and by way of invoices billed to her by the strata, for the completion of the restoration work.

Based on the testimony of both parties and the documents filed into evidence, I find that the tenant is liable for the cost of restoration and accordingly, the landlord is entitled to recover \$8,625.64 from the tenant towards the restoration work.

The tenant agreed to cover the cost of repairs to the moulding (\$150.00) and the cost of replacing bulbs (\$27.49). Since the landlord has proven her claim, I award her the recovery of the filing fee of \$100.00.

Overall the landlord has established a claim as follows:

1.	Restoration costs	\$8,625.64
2.	Repair moulding	\$150.00
3.	Replace bulbs	\$27.49
4.	Filing fee	\$100.00
	Total	\$8,903.13

I order that the landlord retain the security deposit of \$600.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$8,303.13. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order in the amount of **\$8,303.13**.

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 10, 2015

Residential Tenancy Branch

