



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND MNDC FF

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony that they served the Application/Notice of Hearing on the tenant by registered mail. It was verified online as successfully delivered. I find the tenants were legally served pursuant to section 89 of the *Residential Tenancy Act* (the Act). The landlord applies pursuant to the Act for a monetary order pursuant to Sections 7, and 67 for damages and to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced August 1, 2012, that monthly rent was \$1400 and a security deposit of \$700 was paid. The landlords said that the on July 15, 2015 the tenants had a plugged shower and sink. The Strata sent a plumber who charged \$493.50 for the repair. He noted the cause as a large amount of hair being in the drain.

As this was not caused by the Strata, its plumbing or pipes, the Strata sent this bill to the landlord and they are claiming recovery of it from the tenant. The landlord said the property manager had assured them that there were no other plumbing problems in the building that might have caused this situation. The landlord said they also had previous tenants who did not have any issues with the plumbing. They request reimbursement of the strata charge of \$493.50 and to recover their filing fee of \$50.

In evidence is the registered mail receipt, the Strata Bill, a Plumber's invoice with the cause noted, the condition inspection report at move-in and the tenancy agreement.

The tenant provided no documents and did not attend to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

### **Analysis**

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage as his evidence is supported by the statements of the plumber and strata regarding the cause. I find the cost is well supported by the invoice. Therefore, I find the landlord entitled to recover \$493.50 for the cost of repairing the damage caused by the tenant.

### **Conclusion:**

I find the landlord is entitled to a monetary order for \$493.50 plus \$50 for recovery of their filing fee for a total of \$543.50.

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 03, 2016

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Residential Tenancy Branch

