



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$1779.24 and recovery of their \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, digital evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the landlords have established monetary claim against the tenant, and if so in what amount.

Background and Evidence

This tenancy began on September 1, 2014 and the tenants vacated the rental unit on August 31, 2015.

The landlord testified that at the end of the tenancy they discovered that the walls in the laundry room had wet patches near the bottom, where the drywall was soaked and bubbling, and as a result the drywall had to be replaced and walls repaired, at a cost of \$800.00.

The landlords further testified that the tenants had inform them of a plumbing problem in the laundry room that had caused the laundry sink to overflow however they dealt with the issue immediately and had a plumber repair the problem. It is their belief that subsequent to this problem there were more incidents of overflowing water which the tenants did not report.

The landlords therefore stated that they believe the tenant should be liable for the cost of this repair.

The landlords further testified that, at the beginning of the tenancy, there was a glass shower door in the downstairs bathroom, and the end of the tenancy that glass shower door was missing, and therefore they are requesting that the tenants be held liable for the cost of replacing that shower door.

The landlords are therefore requesting a monetary order as follows:

Cost to repair damaged wall	\$800.00
Cost to replace shower door	\$466.74
Filing fee	\$50.00
Total	\$1316.74

In response to the landlords testimony the tenants testified that there was an overflow in the laundry room; however they reported it to the landlord right away and the landlord claims to have had a dealt with by a plumber. They did not experience any further overflows for the remainder of their tenancy and therefore they do not believe they are liable for the damage claimed by the landlord in the laundry room.

The tenants further testified that there was a glass shower door in the bathroom, however it broke under normal use when one of the tenants slid it open, and it was not the result of any abuse or negligence. They did not report the break to the landlord at the time because there was still a shower curtain in the bathtub, and it sufficed.

Analysis

It is my finding that the landlord has not met the burden of proving that the damage to the wall in the laundry room was a result of any negligence on the part of the tenants. The tenants clearly informed the landlord when an overflow occurred in the laundry room and the landlord subsequently had that plumbing problem repaired; however I find it very unlikely that the tenants would have failed to report further occurrences of an overflow had they been aware of any.

The landlord has speculated that subsequent overflows occurred; however the landlord has provided no evidence to support that speculation.

I therefore deny the landlords claim for the cost of the wall repairs in the laundry room.

I will however allow a portion of the landlords claim for replacing the glass shower door. The tenants admit that the glass shower door broke during their tenancy; however since they failed to report this break to the landlord the landlord was not given an opportunity to determine whether there was any negligence at the time of the original break, and therefore it's my finding that the tenants must bear portion of the cost of replacing the sliding glass door.

I am not however willing to allow the full amount claimed by the landlord, because the landlord has provided no evidence to show the age of the original door and I therefore accept the tenant's testimony that the original sliding glass door was an older unit that was in poor condition. Therefore the total amount I will allow is one quarter of the amount claimed for replacement of the sliding glass shower door. Total amount allowed is \$116.68

Since I have only allowed a small portion of the landlord's claim I will not order that the tenants bear the cost of the filing fee paid by the landlord.

Conclusion

I have allowed \$116.68 of the landlords claim and have issued a monetary order in that amount.

The remainder of the landlords claim is dismissed, without leave to reapply.

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 07, 2016

Residential Tenancy Branch

