



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

The tenant applies for compensation for loss incurred as the result of a flood in her suite, including the value of furniture destroyed, mover and storage costs, as well as loss of time at work.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the landlord responsible for the undisputed loss suffered by the tenant?

Background and Evidence

The rental unit is a one bedroom basement suite. The tenancy started November 1, 2015, though the tenant took occupancy October 30. The monthly rent was \$850.00.

In the morning of November 1, the tenant awoke to find that water was coming out of the ceiling of her suite. There was perhaps a half inch or more of standing water in her living room.

The landlord, who lives upstairs, was immediately summoned. He shut the water off and took steps to notify his insurer.

As it turned out, a water pipe between floors in the home had been kinked and thus weakened on installation when the home was built in 1993. The kink had corroded and finally burst, causing the flood.

The landlord recommended the tenant find a new place and she agreed. The tenant's November rent and her security deposit were returned to her.

Analysis

The cause of the flood and resultant damage was a plumbing installation defect created long before this landlord acquired the house five years ago.

Reasonable inspection by the landlord would not have revealed the weakness.

The pipe failure and flood were an accident the landlord could not have foreseen or avoided by the application of due diligence. It was not his fault.

The parties agreed to end their contractual relationship at that time, indicating their belief that the subject matter of the contract, the rental unit had been rendered unusable.

In these circumstances the landlord is not liable for the tenants' loss.

Conclusion

The tenant's application must be dismissed.

This decision was rendered orally at hearing and 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: June 14, 2016

Residential Tenancy Branch