



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, FF

### Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$855.00

Some documentary 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.

The parties were affirmed.

### Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondents, and if so in what amount.

### Background and Evidence

The landlord testified that the septic system of the rental property became blocked and sewage backed up, and as a result they had costs to have the septic system pumped and cost to dig up the system to find the blockage.

The landlord further testified that when his son dug up the septic system he found a bar of soap blocking the septic system and causing the backup.

The landlord therefore argues that the tenants must have flushed a bar of soap down the septic system, causing the blockage, and therefore he believes the tenants should be held liable for the costs as follows:

Pumping septic system	\$420.00
His sons time to dig up the septic system and remove the blockage	\$400.00
Total	\$820.00

The landlord further testified that he had left the squeegee broom at the rental property for the tenants to use in cleaning up the sewage backup and that squeegee broom went missing. He therefore believes that the tenant should also pay the \$35.00 estimated cost of replacing that squeegee broom.

The tenant testified that at no time did they ever flush a bar of soap down the septic system, and he believes the problem was a result of very poor maintenance of the septic system by the landlords.

The tenant further testified that, although he did see the squeegee broom at the rental property, they did not remove the broom at any time and therefore if it has gone missing it is not their responsibility.

In response to the tenants testimony the landlord testified that the blockage must have been caused by these tenants, as the septic system worked fine for the 10 years prior, and it has worked fine for the 1 1/2 years since the blockage was removed.

### Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case it is my finding that the landlord has not met the burden of proving that the tenants caused a blockage to the septic system at the rental property.

The landlord claims that the tenants must have flushed a bar of soap into the septic system, however he has provided no evidence to support that claim other than his own testimony, and since the tenant denies flushing a bar of soap into the septic system it is just the landlord's word against that of the tenant and that does not meet the burden of proof.

The landlord has not even provided any proof that the septic system was blocked by a bar of soap, other than his own testimony and again that is insufficient to meet the burden of proving his allegations.

Further, the landlord testified that this rental unit had been previously rented to other tenants, and therefore it is possible that, if a bar of soap was in the septic system, it could have been flushed earlier but did not cause a backup until just recently.

It is also my finding that the landlord has not met the burden of proving that the tenant ever removed the squeegee broom from the rental property because again it is just his word against that of the tenants.

### Conclusion

This application is dismissed in full 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: July 05, 2016

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Residential Tenancy Branch