



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Century 21 Amos Realty & All Valley Metals Ltd.,
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FF, MNDC, MNSD, MND

Introduction

This is an application brought by the Landlord(s) requesting a monetary order in the amount of \$633.71 and recovery of the \$100.00 filing fee. The applicant is also requesting an order to retain the full security deposit of \$675.00 towards the claim.

A substantial amount of documentary evidence, photo 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 applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

Cleaning

The applicant is claiming \$107.24 for cleaning and the respondent stated that he does not dispute this portion of the claim.

Flood cleanup

The landlord testified that one of the tenants set up a sprinkler in the yard and left it running for 2 to 3 days; however the sprinkler was left in a locked position with the sprinkler aimed at the stairwell of the house and as a result the stairwell flooded and water ran into the basement.

The landlord further states that they had to call a restoration company to clean up the water and dry out the basement, at a cost of \$526.47.

The tenant testified that it is his belief that it was a drain issue, and that the drain should have been able to handle the water. He therefore believes that it is the landlord's that are liable as it was the drain that failed and caused the flood.

The tenant also testified that there was no grate over the drain hole and as a result the drain was clogged up with leaves that blow into the stairwell on a regular basis.

In response to the tenant's testimony the landlord testified that this drain leads to a dry well, and not a sewer line, and cannot be expected to handle the high volume of water that results from leaving a sprinkler running full-time for a three-day period.

The landlord further testified that it is the tenant's responsibility to ensure that the stairwell is kept free of leaves so that the drain does not get blocked.

Analysis

The tenant has stated he does not dispute the landlords claim for cleaning and therefore I allow that portion of the claim.

It is my decision that I will also allow the landlords claim for the cost to clean up the water and dry out the basement the resulted from the flood.

I do not accept the tenant's assertions that the flood was a result of the failure of the drainage system. In this case I accept the testimony that water was left running for an extended period of time and as a result far more water would have run into the stairwell then would normally be expected. Further, if the drain was blocked by leaves, it is my finding that it was the tenant's responsibility to ensure that the stairwell remained free of leaves during the tenancy as the landlord can hardly be expected to be returning on a daily basis to ensure that there are no leaves in the stairwell.

I therefore allow the landlords full claim as follows:

Cleaning	\$107.24
Flood restoration	\$526.47
Filing fee	\$100.00
Total	\$733.71

Conclusion

I have allowed the landlords full claim of \$733.71 and I therefore Order that the landlord may retain the full Security Deposit of \$675.00 and I have issued a Monetary Order for \$58.71.

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: September 21, 2016

Residential Tenancy Branch