



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, FF

Introduction

On December 5, 2016, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions.

The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Is the Landlord entitled to a monetary order due to damage to the rental unit?
Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The Landlord and Tenant testified that the tenancy began on September 3, 2016, as a fixed term tenancy that ends on September 3, 2017. Rent in the amount of \$2,800.00 is payable on the first day of each month. The Tenants paid the Landlord a security deposit of \$1,400.00 and a pet damage deposit of \$1,400.00.

The Landlord is seeking a monetary order in the amount of \$164.95 for the cost of having a plumber clear a plugged drain. The Landlord testified that on October 28, 2016, she was informed of a flood. The Landlord attended the rental unit with a handyman to deal with the water and called a plumber.

The Landlord submitted that the Tenants had guests over and that extra stuff went down the drain and caused the clog and flooding.

The Landlord provided a receipt from a plumbing company in the amount of \$187.42 and receipt from the handyman for \$60.00.

The Landlord has divided the cost of the repair between the Tenants who live in a separate suite downstairs and the Tenants named in this application. The Landlord testified that there have been no further clogs since the pipe was cleared.

In response, the Tenants testified that the Tenants scrape their dishes before loading the dishwasher and use a sink strainer for food particles when using the sink.

The Tenants submitted that the invoice that the Landlord provided is unreadable and there is no written report indicating what caused the blockage.

The Tenants submitted that the Landlord must prove that the Tenants are responsible for the damage due to neglect and the Landlord has not met the burden of proof.

Analysis

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Landlord has provided insufficient evidence that the Tenants are responsible for the blocked drain. The Landlord rents the property out and the blockage could have been attributable to previous Tenants.

The Landlord's Application for \$164.95 is dismissed.

Since the Landlord was not successful, I decline to award the cost of the filing fee against the Tenants.

Conclusion

The Landlords Application for compensation in the amount of \$164.95 is dismissed.

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: January 17, 2017

Residential Tenancy Branch