



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes RR, LRE, MNDC, OLC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to suspend or set conditions on the landlords right to enter the rental unit, for compensation for loss or money owed, to have the landlord make repairs to the rental unit, to have the landlord comply with the Act, and to recover the filing fee.

This matter commenced on February 23, 2017, and was adjourned to today's date. The interim decision was made and should be read in conjunction with this decision.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

As discussed at the outset of the hearing, the only issue for me to determine, is whether the landlord should be ordered to make repairs to the rental unit.

Issue to be Decided

Should the landlord be order to make repairs to the rental unit?

Background and Evidence

The tenancy began on August 1, 2016. Rent in the amount of \$1,400.00 was payable on the first of each month. A security deposit of \$700.00 was paid by the tenant.

The tenant testified that on February 4, 2017, they had a few friends over in the evening. The tenant stated that one of their friends who was in the flooring business noticed that that the flooring in the kitchen appeared to wrapping, which appeared to be

from water; however, they could not find the source and there was no water pooling on the floor.

The tenant testified that they notified the landlord and the landlord's agent attended the next day to inspect the floor. However, neither the tenant nor the landlord's agent could detect any water leak. The tenant stated that a plumber was called by the landlord and after checking several items they found that there was a water leak in the dishwasher hose, which would have been impossible for them to know as the dishwasher is built in to the cabinet.

The landlord testified that their insurance company say it is the tenant's fault as there must have been obvious signs of the water on the flooring. The landlord confirmed their agent attended the next day and could not find any source of water leaking or any obvious signs of pooling water on the surface. The landlord confirmed it was the plumber that investigated and found the hose behind the dishwasher had a leak.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I find there is no evidence that the tenant is responsible for the damage to the flooring. This was not an obvious leak that was easily identified and went unreported, such a burst hose or pipe.

In this case, neither the tenant, landlord's agent or the plumber noticed any water pooling on the top of the floor. The plumber inspected several sources of water and determined it was a leak in a hose behind the dishwasher, which had to be removed from the cabinet to make the repair.

I find that it is reasonable that when there is a small leak in a hose attached to the back of the dishwasher that it would go unnoticed until there were other signs, such swellings or warping in the flooring, such as in this case.

In this matter the water from the leak did not travel over the top of the surface, such as you would expect to see when a sink over flows, which would show obvious pooling on the floor.

The water in this circumstance was contained within the cabinet of the dishwasher and the only option for the water was too travel down into the base of the cabinet,

penetrating the underside of the laminate flooring causing it to expand and warp. I find by this time the damage was already caused and was the fault of neither the tenant nor landlord.

However, having made the above finding, the landlord is required by the Act to maintain and make repairs when necessary. **Therefore, I order the landlord to make the repairs to the damage flooring within 30 days of receipt of the decision.**

As the tenant has been successful with their application, I grant the tenant a onetime, rent reduction of **\$100.00** from a future rent payable to the landlord to recover the cost of the filing fee.

The landlord is at liberty to talk to their insurance company and notify them of my decision; however, that issue remains between the landlord and their insurance company.

Conclusion

The tenant's application for repairs is granted. The landlord is ordered to make repairs to the damage floor within 30 days of receiving this decision.

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 30, 2017

Residential Tenancy Branch