



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNR FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for: a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended this hearing and were given a full opportunity to provide evidence including testimony and make submissions. The tenant confirmed receipt of the landlord's Application for Dispute Resolution sent by registered mail as well as the landlord's secondary evidence package also sent by registered mail. The landlord provided documentary evidence, Canada Post receipts and tracking information, to prove service to the tenant.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss?

Are the landlords entitled to recover the filing fee for this application?

### Background and Evidence

This tenancy began February 15, 2016 with a rental amount of \$1550.00 payable on the fifteenth (15) of each month. The tenant vacated the rental unit on August 20, 2016. The landlord continues to hold the tenant's \$725.00 security deposit paid at the outset of this tenancy. The landlord applied for a \$3916.00 monetary order claiming the tenant owes two months' rent as well as carpet cleaning and floor repair expenses as a result of the tenant's actions during the course of the tenancy.

The landlord testified that, in June 2016, the tenant agreed to install a dishwasher for the rental unit on the landlord's behalf. The landlord testified that the tenant stated he had done dishwasher installation and plumbing work prior. At this hearing, the tenant provided brief testimony to confirm that he agreed to put the dishwasher in because it "was easy" but that he is not a professional. The tenant confirmed that the landlord allowed him to reduce his rent by \$50.00 in compensation for the installation of the dishwasher. The landlord provided undisputed testimony that the dishwasher leaked after installation, causing all the laminated flooring in the downstairs of the rental premises to be destroyed. The documentary evidence, including insurance letters and text correspondence between the parties confirms the testimony of the landlord that the unit was flooded as a result of the dishwasher leak. The landlord sought to recover the \$50.00 rent reduction that she allowed the tenant for his installation of the dishwasher.

The landlord made a claim through an insurance company to cover the costs of the leak/flood. The landlord submitted a copy of a letter from an insurance company indicating a \$2000.00 insurance deductible owed by the landlord for the clean-up and repairs to the unit. The landlord testified that the tenant had agreed to pay 50% of the \$2000.00 deductible (\$1000.00) as he felt responsible for the damage to the unit. The landlord referred to a text message where the tenant stated that he would not be able to pay the entire \$2000.00 deductible. The landlord responded that she requested the tenant pay 50% (\$1000.00) towards her costs. The landlord testified that the tenant stated she could keep the \$725.00 security deposit towards the insurance deductible.

The tenant testified that he does not feel responsible. The tenant testified that he did everything he was supposed to do. He testified that the store clerks (where he got the tools and equipment to hook up the dishwasher) must have given him the wrong parts. He testified that he is entitled to the \$50.00 for installation as he installed the dishwasher. He testified that, if the landlord wanted the installation done professionally, she should have hired a professional. The landlord testified that, based on the assertions of the tenant, he assured her that he was able to install the dishwasher. The landlord testified that she confirmed with the tenant several times that he was capable of installing the dishwasher. The initial text message correspondence regarding the dishwasher reads as follows,

*Landlord: ... I'll have to call someone to install it.*

*Tenant: I can install it.*

*Landlord: Are you sure? I don't mind calling a plumber?*

*Tenant: No I don't mind at all.*

*Landlord: Ok thank you. Save me trying to find someone to do it. If you want to take 50\$ off rent for doing it, if that seems fair.*

*Tenant: That would be fine for sure*

The landlord submitted that the tenant failed to pay the full rent for the months of July 2016 and August 2016. The landlord sought to recover the unpaid rent amount: she testified that \$1050.00 remained outstanding for July 2016 and \$1550.00 for August 2016. The tenant testified that he paid partial rent for July as he paid rent on July 15, 2016 (as the tenant's rent was due on the 15 of each month). He referred to the e-transfers submitted by the landlord as evidence for this hearing. The e-transfers shows amounts paid by the tenant to the landlord from February 2016 to July 2016 however the amounts are not provided except for a \$240.00 payment on July 29, 2016. The tenant testified that he told the landlord to keep the security deposit as payment towards the final portion of rent from July 15 to August 15, 2016. The tenant testified that the landlord then allowed the tenants to remain in the rental unit until August 20, 2017.

The landlord testified that the carpets in the main bedroom of the rental unit were soiled and stained blue with a strong smell of urine. She referred to the receipt for carpet cleaning she submitted that reads, "...urine odour ... pre-treatment and extraction followed by full cleaning process for affected areas." The tenant stated that the carpets smelled like urine before he moved in and the blue stain was easily removable. He testified that he did not clean the carpets at the end of the tenancy because, as soon as he got his belongings out of the rental unit, the landlord sent cleaners into the unit.

### Analysis

Section 26 requires the tenant to pay rent on time and in accordance with the Act. I accept the largely undisputed testimony of the landlord that the tenant owes rental arrears for July 2016 (\$1050.00) and August 2016 (\$1550.00). The tenant did not dispute that he failed to pay rent but he testified that he paid half the month of July 2016 at midmonth as required by his tenancy agreement. He was unable to provide proof that he had paid the full rental amount for the month of July 2016. He also testified that told the landlord to keep the security deposit as payment towards the final portion of rent from July 15 to August 15, 2016. However, the tenant also told the landlord to apply his security deposit towards his portion of the insurance deductible after the dishwasher leak.

The tenant confirmed that he remained in the rental unit until August 20, 2017. I note that section 57 addresses a tenant who continues to occupy a rental unit after the tenant's tenancy is ended ("overholding"). An overholding tenant may be required to pay the landlord for additional days spent in the rental unit after the end of the tenancy.

The tenant did not submit any evidence for this hearing, testifying that he would provide his evidence at a later date – when he “appeals” this decision. Therefore, with respect to this hearing, I rely on the testimony of the landlord, which I consider credible in that it was consistent with her original application and candid during this hearing. I find that the landlord is entitled to recover \$2600.00 in unpaid rent from the tenant.

Section 67 of the *Act* establishes that if damage or loss results from a tenancy, an arbitrator may determine the amount of that damage or loss and order that party to pay compensation to the other party. In order to claim for damage or loss under the *Act*, the party claiming the damage or loss (in this case the landlord) bears the burden of proof. The landlord must prove the existence of the damage/loss, and that it stemmed directly from a violation of the agreement or a contravention of the *Act* on the part of the other party. Once that has been established, the landlord must then provide evidence that can verify the actual monetary amount of the loss or damage.

The landlord sought to recover the \$50.00 rent reduction that she allowed the tenant for installation of the dishwasher as well as an amount of \$1000.00 towards the insurance deductible for the floor repairs. I accept the undisputed evidence that the tenant installed the dishwasher. I find that the landlord made a calculated risk to allow the tenant to install the dishwasher but that she also attempted to ensure the tenant was able to complete the task. The testimony of the tenant at this hearing shows that the tenant was not qualified to install the dishwasher and was unconcerned with the consequences of an improper installation. While I find that the landlord could have avoided this situation by hiring a professional, I find that she relied on the assertions of the tenant that he was capable of completing the installation properly.

Based on all of the evidence provided at this hearing in both testimony and documentary evidence, I find that the tenant’s installation of the dishwasher and/or his use of the dishwasher in the rental unit after his faulty installation resulted in a leak that destroyed the laminated flooring in the downstairs of the rental premises. As the landlord incurred \$2000.00 in costs as a result of negligence on the part of the tenant, I find that the landlord is entitled to recover the \$1000.00 that the tenant originally agreed to pay towards her insurance deductible.

I also accept the landlord’s evidence that the carpets in the main bedroom were soiled and stained blue with a strong smell of urine. She submitted a \$266.00 receipt for carpet cleaning that also provided evidence of the condition of the carpets at the end of the tenancy. I find it improbable that the tenant would have moved into the rental unit if the carpets smelled like urine at the start of the tenancy. I also note that the tenant did not dispute there was a blue stain on the carpet. The tenant testified that he did not clean

the carpets at the end of the tenancy despite his obligations to do so. I find, based on the terms of the residential tenancy agreement and the Residential Tenancy Act that required the tenant to clean the carpets at the end of his tenancy, that the landlord is entitled to \$266.00 for her cost in cleaning the carpets.

The landlord applied for a \$3916.00 monetary order. I find that the landlord is entitled to a monetary order for: two months' unpaid rent totalling \$2600.00, for damage to the rental unit floors in the form of the insurance deductible amount totalling \$1000.00 and \$266.00 for carpet cleaning. I find that the landlord is entitled to recover the \$50.00 installation fee in the circumstances. As she has been successful in her application, the landlord is also entitled to recover the \$100.00 filing fee for this application from the tenant.

Pursuant to section 72(2), I allow the landlord to retain the tenant's security deposit towards the amount owed. The tenant offered that the landlord retain his security deposit on a number of occasions.

I note that, throughout this hearing the tenant laughed regularly at the testimony of the landlord. He responded to questions and made some comments, particularly when the landlord was speaking. However, he did not submit any evidentiary materials for this hearing. Furthermore, he advised me, several times during the hearing that he did not wish to present evidence to dispute the landlord's claims at this hearing because he would be applying for a review of this decision. The tenant was provided with a multitude of opportunities to present any evidence that he had available to him and to respond to the case against him.

### Conclusion

I grant the landlord a monetary order as follows,

<b>Item</b>	<b>Amount</b>
Unpaid Rent	\$2600.00
Carpet Cleaning	266.00
Dishwasher Installation (50.00) & leak repairs (1000.00)	1050.00
Less Security Deposit	-725.00
Recovery of Filing Fee for this Application	100.00
<b>Total Monetary Order</b>	<b>\$3291.00</b>

The landlord is provided with this Order in the above terms and the tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: June 28, 2017

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Residential Tenancy Branch