



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding INTERLINK REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNR, OLC, MNDC, FF

Introduction

The tenant applies to cancel a ten day Notice to End Tenancy for unpaid rent. He also seeks to recover costs related to a fire at the rental unit on May 27, 2017, which caused him to have to stay away from the home for a few days while repairs were made.

The tenant has moved out of the rental unit and so the issue regarding the ten day Notice is no longer in question.

The listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the landlord responsible for damage and loss resulting from the fire on May 27?

Background and Evidence

The rental unit is a three bedroom house on a residential lot in a city. The tenancy started December 1, 2016. The written tenancy agreement provides that the tenancy is for a fixed term to November 30, 2017 and the tenant must then vacate. The monthly rent was \$2200.00. The tenant paid a \$1100.00 security deposit.

The tenant moved out on or about November 30, 2017. He has not yet provided the landlord with a forwarding address in writing.

The tenant testifies that on May 27 a fire was set in the house. He does not know who set the fire but he considers it to have been an act of arson. He was awoken by the fire department personnel in the early morning hours. The fire started at the garage attached to the house.

Though only the outside wall of the garage was burned there was smoke everywhere. The home was too smoky to live in. The tenant says that the landlord's representatives told him to go to a hotel. He did. He incurred a bill of \$1862.34 for a two day stay at hotel and seeks to recover that cost. When asked about the extraordinary cost, the tenant says it was the only room available.

The tenant says his car, which had been in the garage, suffered smoke damage. He seeks recovery of a \$500.00 deductible under his car insurance policy.

The tenant says the landlord's renovation company came and took all the insulation out and put in "a machine." He intimates that this was a disturbance to him and increased his electrical bill.

Mr. C. testifies that the tenancy agreement advises the tenant to have insurance of his own. He says that the tenant was informed after the fire that the landlord's insurance may cover his losses and that the policy would be checked. As it turns out the landlord's insurance did not cover tenant losses. A hotel stay was discussed with the tenant after the fire but the tenant was told the landlord was not sure it was covered by insurance.

He says the landlord later called the tenant and informed him that there was no coverage for his loss.

Mr. C. says that the renovation company replaced the burnt garage wall and the insulation in the garage. Some house insulation was also replaced. The repairs lasted two months.

He says that the tenant's rent cheque for October 2017 was returned "NSF." The ten day Notice was served on the tenant and this application resulted. He says that neither the October nor November rent was paid. The tenant left the premises in poor condition and injected glue in all the locks.

The tenant replies that the landlord agreed to the price of the hotel. He says he paid rent in cash.

Analysis

In the face of the landlord's denial, the tenant's evidence is not sufficient to prove there was a verbal agreement to pay for his hotel costs. The question then remains whether the landlord is legally obliged to pay that cost, or the other costs the tenant seeks to recover.

I find that the landlord is not responsible for those costs. But for the electrical cost claim, the tenant's losses were caused by the person who started the fire. The tenant is not responsible for that act of arson, but neither is the landlord. In such circumstances, each party must bear the losses caused by the unlawful act.

I therefore dismiss the tenant's claim for hotel costs, a rent rebate for inconvenience during renovations and the car insurance deductible.

It is possible that the tenant incurred a higher electrical bill than normal, caused by the landlord's workmen's use of machinery. The tenant has not provided any evidence of the bills he paid for electricity or any other evidence upon which a clear determination of any loss could be confirmed. I find the tenant has failed to prove this loss to be more than a speculative one and I dismiss it.

Conclusion

The tenant's application 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 06, 2018

Residential Tenancy Branch