



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDL FFL

Introduction:

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:52 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. on September 4, 2018. The landlord attended the hearing and was given a full opportunity to be heard, to present sworn or affirmed testimony, to make submissions and to call witnesses. I confirmed that the correct call-in numbers and participant codes had been provided in the Notice of Hearing. I also confirmed from the teleconference system that the landlord and I were the only ones who had called into this teleconference. The landlord testified that they served the Application for Dispute Resolution dated March 29, 2018 on the tenant by registered mail. It was verified from the postal tracking system as delivered. I find the documents were legally served pursuant to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, and 67 for damages; and
- c) An order to recover the filing fee pursuant to Section 72.

Issue(s) to be Decided:

Has the landlord proved on a balance of probabilities that the tenant damaged the property and that it was beyond reasonable wear and tear? What is the cost of the losses incurred by the landlord? Is the landlord entitled to recover the filing fee?

Background and Evidence:

The tenant did not attend the hearing although served with the Application/Notice of Hearing. The landlord attended and was given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced July 1, 2017 on a fixed term to June 30, 2018 and the tenants vacated at the end of the fixed term. Monthly rent was \$2250 and a security deposit of \$1125 and pet damage

deposit of \$800 was paid. The landlords said the deposits have been returned less some agreed upon deductions.

The landlord provided evidence that the tenants sent a text message saying that there must be a burst pipe for water had come from their ensuite to the den below while they were using the shower. The landlord called a plumber immediately and he investigated the problem. He found no evidence of any pipes leaking after he had made holes beneath the shower and sink pipes and the toilet. He concluded that the tenants must have got water on the floor that leaked through. The holes were left open for a month to see if there was any reoccurrence of the problem but there was not. The conclusion of the landlord and plumber is that the tenants somehow got water on the ensuite floor that leaked through and cost them a considerable bill for investigation and repair. The landlord supplied photographs and a plumber's report as evidence of the damage and invoices supporting costs. The landlord claims as follows:

\$160.05 for diagnosis of water source

\$525 to repair the drywall

\$175.96 for painting the ceiling.

The tenant provided no documents to dispute the claim. On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

Analysis

Awards for compensation are provided in sections 7 and 67 of the *Act*. Accordingly, an applicant must prove the following:

1. That the other party violated the *Act*, regulations, or tenancy agreement;
2. That the violation caused the party making the application to incur damages or loss as a result of the violation;
3. The value of the loss; and,
4. That the party making the application did whatever was reasonable to minimize the damage or loss.

The onus is on the landlord to prove on the balance of probabilities that there is damage caused by this tenant, that it is beyond reasonable wear and tear and the cost to cure the damage. I find the landlord's evidence credible that this tenant caused the damage by somehow spilling water on the floor; I find the fact that this was not admitted caused extra cost to be incurred by the landlord to investigate and then repair the damage resulting from the investigation.

I find the tenant violated the *Act* by causing damage to the property which cost the landlord \$870 to repair. I find the landlord's evidence credible as it is well supported by

the plumbing report, photographs and invoices. I find the landlord entitled to recover the costs of repair totalling \$870.

Conclusion:

I find the landlord is entitled to a monetary order as calculated below and to recover filing fees paid for this application.

Calculation of Monetary Award:

Cost of repair	870.00
Filing fee	100.00
Total Monetary Order to Landlord	970.00

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 04, 2018

Residential Tenancy Branch