



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 9240CORBOULD INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, FF

### Introduction

On September 11, 2018, 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 scheduled as a teleconference hearing. The Landlord attended the hearing; however, the Tenants did not. The Landlord provided affirmed testimony that the Tenants were served with the Notice of Dispute Resolution Proceeding using registered mail sent to the dispute address on September 17, 2018. The Landlord provided copies of the registered mail receipt and tracking numbers as proof of service.

I find that the Tenants are deemed served with the Notice of Dispute Resolution Proceeding documents on the fifth day after they were mailed. The Tenants failed to appear at the hearing. The Landlords' claims are unopposed.

At the start of the hearing I introduced myself. The Landlord provided affirmed testimony and was provided the opportunity to present his 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 compensation for damage to the unit?
- Is the Landlord entitled to recover the cost of the filing fee?

### Background and Evidence

The Landlord testified that the tenancy commenced on May 1, 2018. The Tenants were to pay the Landlord monthly rent in the amount of \$805.00 by the first day of each month. The Tenants paid the Landlord a security deposit of \$387.50.

The Landlord is seeking compensation for the costs to repair the unit situated below the Tenant's unit which suffered water damage due to the Tenant's overflowing toilet.

The Landlord testified that he was attending to the unit below the Tenant's unit when he noticed water coming from above. The Landlord investigated the Tenant's unit and found that the Tenant's toilet had overflowed and flooded the floor. The Landlord testified that there was no repair required to the Tenant's toilet and the Tenants were responsible for causing the flood.

The Landlord testified that he repaired the unit below at a cost of \$2,850.00. The Landlord testified that then ceiling and flooring were affected by the flooding. The Landlord provided an invoice that itemizes the costs of repair. The Landlord provided a photograph of a water stained ceiling.

The Landlord testified that he tried to negotiate with the Tenants but could not reach an agreement.

### Analysis

The Residential Tenancy Policy Guideline # 16 Claims in Damages states:

*An arbitrator may award monetary compensation only as permitted by the Act or the common law. In situations where there has been damage or loss with respect to property, money or services, the value of the damage or loss is established by the evidence provided.*

The Residential Tenancy Policy Guideline #1 Landlord & Tenant – Responsibility for Residential Premises states:

*a tenant is generally required to pay for repairs where damages are caused, either deliberately or as a result of neglect, by the tenant or his or her guest.*

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

I find that the Tenants are responsible for the water damage caused by the flooding toilet. The Landlord testified that the Tenant's toilet did not require repair, so I find that the flood was caused by the Tenant's misuse. I accept the Landlord's testimony and

evidence that the flooding damaged the ceiling and the laminate flooring in the unit below.

I award the Landlord the costs for the repair of the ceiling and floor in the unit located below the Tenants. I grant the Landlord a monetary order in the amount of \$2,850.00.

Section 72 of the Act gives me authority to order the repayment of a fee for an application for dispute resolution. As the Landlord was successful with his application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

The Landlord has established a monetary claim in the amount of \$2,950.00. I grant the Landlord a monetary order in the amount of \$2,950.00. The monetary order must be served on the Tenant and may be enforced in the Provincial Court.

### Conclusion

The Tenants are deemed served with the Notice of Dispute Resolution Proceeding documents on September 22, 2018, the fifth day after it was mailed. The Tenants failed to appear at the hearing. The Landlord's claims are unopposed.

I find that the Tenants owe the Landlord the amount of \$2,950.00 for repair costs due to a flood and the cost of the filing fee.

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 14, 2019

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Residential Tenancy Branch