



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNSD MNDC MNR

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on August 20, 2019. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord attended the hearing. However, the Tenants did not. The Landlord testified that she sent the Notice of Hearing to each of the Tenants by registered mail on May 16, 2019. The Landlord stated she sent it to the forwarding address provided by the Tenants, and she provided proof of mailing. Further, the Landlord sent her amendment and evidence by registered mail on July 30, 2019. The Landlord stated that on July 9, 2019, the Tenants provided an updated mailing address, and the Landlord sent her amendment and evidence to this new address. Pursuant to section 88, 89 and 90, I find the Tenants are deemed to have received these two packages on May 21, 2019, and August 4, 2019, respectively, which is 5 days after they were mailed.

The Landlord stated that she is reducing her initial claim, to the amount that is listed on her amended worksheet. As such, she is just seeking the damages and loss caused by the Tenant, not any loss of rent. I have amended the Landlord's application accordingly.

The Landlord was provided the opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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 a monetary order for damage to the unit or for damage or loss under the Act?
- Is the Landlord authorized to retain all or a portion of the Tenant's security and pet deposit in partial satisfaction of the monetary order requested pursuant to section 38.

### Background and Evidence

The Landlord provided a monetary order worksheet to itemize what she is seeking in this application. The Landlord provided testimony, photos, and receipts for the items. The Landlord also provided a copy of the condition inspection report.

The Landlord summarized the tenancy as follows:

- The Tenants moved in at the start of April 2019
- The Tenants were allowed one small dog and a cat but brought with them a large dog, a smaller dog and a cat
- A matter of days after moving in, the Tenants broke the kitchen sink garburator, and tampered with it.
- The garburator was blocked, and began leaking into the kitchen, on April 5, 2019. The water flooded the surrounding area, and the unit below.
- The Tenants continued using the sink, despite the fact that it was leaking into the unit below.
- The Tenants failed to tell the Landlord and the Landlord only found out about the flood when the caretaker called her.
- The Landlord attended the unit the following day, and called a plumber
- The plumber assessed the sink and opined that there were no deficiencies with the installation but the Tenant had clogged it, continued to use it, and failed to report it to the Landlord. A copy of this letter was provided into evidence.
- The Landlord rented a dehumidifier from Home Depot for a couple of days and remediation began.
- Once the kitchen was disassembled and in the midst of drying out (remediation of the first flood), the Tenants dog chewed through the water supply line in the

kitchen, and flooded the unit a second time. This second flood happened around 10 days after the first one.

- The water penetrated the entire suite, all the flooring, and it drained more into the unit below.
- Nearly \$40,000.00 worth of damage was done between these two floods in the span on a couple of weeks, and the repairs are still being completed
- The Landlord had insurance coverage, but she is looking for a few items that were not covered by insurance, as well as the deductibles.
- The Tenants moved out, and left the province with 4 days' notice at the end of April 2019.

The Landlord is seeking the following items on her monetary worksheet:

- 1) \$500.00 – Insurance deductible from Flood #1 – Garburator

The Landlord stated that each of these floods required a separate claim, and deductible. The Landlord stated that since the garburator was in perfect working order at the start of the tenancy, the Tenants ought to be held responsible for this issue. The Landlord further stated that the garburator was completely jammed and blocked and as a result, it leaked water into the surrounding area. The Landlord stated that the Tenants did not notify her directly and she only found out after the caretaker told her what happened. The Landlord stated that the Tenants continued to use the sink, even though it was jammed and broken, which further caused the sink to back up and flood.

- 2) \$500.00 - Insurance deductible from Flood #2 – Pet damage

The Landlord stated that while the first flood was being remediated, and the kitchen was drying out, it was somewhat disassembled. The Landlord provided several photos of the damage and the Tenant's dog chewed through water supply lines, power cords, insulation, flooring and wood. The Landlord stated that she had to file a second insurance claim as a result of this because the unit downstairs flooded again.

- 3) \$50.00 – Strata fine

The Landlord provided a copy of the strata complain letter, and stated that the Tenants left their dog on the balcony and it defecated everywhere, which caused other people with adjacent balconies to complain. The Landlord stated that the Tenants continued to leave their dog on the balcony for long period of time, and as a result, the Landlord got a \$50.00 fine.

4) \$193.20 – Dehumidifier rental from Home Depot

The Landlord stated that she rented this equipment for a couple of days after the first flood to help dry things out. The Landlord provided a receipt and the Tenants promised to pay her, but never did.

5) \$262.50 – Garbage disposal fee

The Landlord stated that the Tenants moved out quickly and left 2 couches, a table and a futon, which had to be disposed of. The Landlord provided a receipt showing that she hired a company to get rid of these items left behind by the Tenants.

6) \$180.00 – Dryer Cleaning

The Landlord stated that there was ink spilled all over the inside of the clothes dryer, and she had to hire a special company to come and clean it out. The Landlord stated there was so much ink that she thought it might need to be thrown out. A receipt was provided.

7) \$111.96 – Patio Chairs

The Landlord stated that she rented the unit to the Tenants with a patio set. The Landlord stated that the Tenants dog damaged two of the chairs, and they disposed of them. The Tenants confirmed this by text message, which is provided into evidence. The Landlord replaced these chairs and a receipt was provided.

8) \$600.00 – Exterior patio door frame damage

The Landlord stated that the Tenants dog chewed up and clawed the door frame on the patio. A picture was provided into evidence, as was an estimate from a construction company. The Landlord stated that this door was in perfect shape before the Tenants dog ruined it.

9) \$330.00 – Cleaning estimate

The Landlord provided a quote from Molly Maid showing what it will cost to clean up after the Tenants. The Landlord stated that the Tenants dog defecated all over the

place, and nothing was cleaned before they left. Photos were provided. The Landlord stated that she is waiting for the flood remediation to finish before she hires the cleaners.

### Analysis

A party that makes an application for monetary compensation against another party has the burden to prove their claim. The burden of proof is based on the balance of probabilities. Awards for compensation are provided in sections 7 and 67 of the *Act*.

Based on all of the above, the undisputed evidence and testimony, and on a balance of probabilities, I find the evidence before me sufficiently demonstrates that the Tenants caused damage to the rental unit in several ways, as itemized above. I also find the evidence before me sufficiently demonstrates that the Tenants were negligent, plugged up the garburator, failed to report the issue in a timely manner, and continued to use the plugged/flooded sink, despite it being broken. I find this behaviour exacerbated the issues, and greatly contributed to the flooding, and the subsequent insurance claim.

I also find the Tenants dog was a contributing factor on the second flood, which occurred around 10 days later. I find the evidence sufficiently demonstrates that the dog chewed integral plumbing pipes and lines, as well as chewed many other items in and around the unit, including flooring, the dishwasher, and the door frame. I further note that the Tenants were not allowed to have a large dog, yet in defiance brought this larger dog around. I find the Tenants are responsible for both floods by way of their negligent acts, and their dogs, who appear to have destroyed many aspects of the home.

Further, I find the Landlord has sufficiently demonstrated that the Tenants are responsible for the other damage, fines, and ought to be responsible for the cleaning costs after this issue is resolved.

The Landord's testimony was clear, direct, and compelling. It is clear this issue continues to plague her, as remediation is still underway. I note the Landlord has reduced her claim significantly from the time she filed it in order to reflect the actual costs, and I find the Landlord's claim is well laid out, clear and logical. I find the Landlord has sufficiently demonstrated that the Tenants ought to be responsible for all of the items on her monetary order worksheet, as laid out above.

I award the Landlord's claim in full, amounting to \$2,727.66.

Further, 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 substantially successful with her application, I order the Tenants to repay the \$100.00 fee that the Landlord paid to make application for dispute resolution.

Also, pursuant to sections 72 of the *Act*, I authorize that the security and pet deposit, currently held by the Landlord, be kept and used to offset the amount owed by the Tenant. In summary, I grant the monetary order based on the following:

<b>Claim</b>	<b>Amount</b>
Total of items listed above	\$2,727.66
Filing fee	\$100.00
Less: Security and pet Deposit currently held by Landlord	(\$1,550.00)
<b>TOTAL:</b>	<b>\$1,277.66</b>

### Conclusion

The Landlord is granted a monetary order in the amount of **\$1,277.66**, as specified above. This order must be served on the Tenants. If the Tenants fail to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be 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: August 22, 2019

Residential Tenancy Branch