



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FORT PART PROPERTY MANAGEMENT AND REAL ESTATE and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL MNDL-S

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order money owed or compensation for 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.

The tenant did not attend this hearing, although I left the teleconference hearing connection open until 1:40 p.m. in order to enable the tenant to call into this teleconference hearing scheduled for 1:30 p.m. The landlord CW attended the hearing and was given a full opportunity to be heard, to present sworn 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. During the hearing, I also confirmed from the online teleconference system that the landlord and I were the only ones who had called into this teleconference.

The landlord testified that the tenant was served with the landlord's application for dispute resolution hearing package and evidence on June 26, 2019 by way of registered mail to the forwarding address provided by the tenant. The landlord provided the tracking information in their evidentiary materials. In accordance with sections 88, 89 and 90 of the *Act*, I find that the tenant deemed served with the landlord's application and evidence on July 1, 2019, five days after its registered mailing.

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Issue(s) to be Decided

Are the landlords entitled to compensation for losses or damage to the rental unit?

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

Background and Evidence

This tenancy began on November 1, 2017, and ended on June 1, 2019. Monthly rent was set at \$1,295.00, payable on the first of the month. The landlords collected, and still hold, the security deposit in the amount of \$647.25.

The landlords are seeking a monetary order for losses in the amount of \$3,635.24. During this tenancy, emergency restoration services were called to deal with water damage caused by what was determined to be a blocked drain pipe. The landlords submitted the report by the restoration company dated October 31, 2018 detailing the incident and details of the call out. A plumber had attended, and determined the source to be a blocked kitchen drain caused by coffee grounds. The plumber also ascertained that the blockage had caused the dishwasher to malfunction. Due to this incident, the landlords were responsible for the cost of this claim, which was \$3,635.24, which was paid by the landlords. The landlords are seeking reimbursement of this loss as they believe that the tenant was responsible for causing this damage by improperly disposing of the coffee grinds.

Analysis

When making a claim for damages under a tenancy agreement or the *Act*, the party making the claim has the burden of proving their claim. Proving a claim in damages includes establishing that damage or loss occurred; establishing that the damage or loss was the result of a breach of the tenancy agreement or *Act*; establishing the amount of the loss or damage; and establishing that the party claiming damages took reasonable steps to mitigate their loss.

I have reviewed the documentary evidence as well as the undisputed, sworn testimony of the landlord in the hearing. I am satisfied that the landlords had provided sufficient and detailed evidence to support that they suffered the claimed losses due to the tenant's actions. Accordingly, I find the landlords are entitled to compensation in the amount of \$3,635.24.

I find that the landlords' Application has merit and that the landlords are entitled to recover the fee for filing this Application.

In accordance with the offsetting provisions of section 72 of the *Act*, I order the landlords to retain the tenant's security deposit in partial satisfaction of the monetary claim.

Conclusion

I issue a monetary Order in the amount of \$3,087.99 in the landlords' favour under the which allows a monetary award for damage caused by the tenant , recovery of the filing fee, and allows the landlords to retain the security deposit in partial satisfaction of the monetary award.

Item	Amount
Reimbursement of losses suffered by landlord for insurance claim	\$3,635.24
Filing Fee	100.00
Less security deposit	-647.25
Total Monetary Order	\$3,087.99

The landlords are provided with this Order in the above terms and the tenant(s) must be served with a copy of 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: September 30, 2019

Residential Tenancy Branch