



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Code MND, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord filed under the Residential Tenancy Act (the "Act"), for a monetary order for damages to the unit and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure. I refer only to the relevant facts and issues in this decision.

Preliminary and Procedural matter

The landlord filed an amended monetary worksheet which is requesting \$2,000.00, for a monetary order granted to the tenant's be recoverable. I find I have no authority under the Act to rehear and issue that was already heard and a decision made. Therefore, I decline to reconsider this matter.

Issue to be Decide

Is the landlord entitled to monetary compensation for damages?

Background and Evidence

The parties agreed that the tenancy began on May 1, 2018. Rent in the amount of \$2,300.00 was payable on the first of each month. The tenancy ended on June 25, 2019.

The landlord claims as follows:

a.	Insurance deductible	\$500.00
b.	Future insurance increase	\$250.00
c.	Travel costs	\$151.00
d.	Filing fee	\$100.00
	Total claimed	\$1,0010

Insurance Deductible

The landlord testified that the washer and dryer the tenants were provided is a single unit. The landlord stated that the tenants were shown at the start of the tenancy how they must clean out the lint trap drain. The landlord stated that on May 27, 2019, there was a leak coming from the appliance causing damage to the apartment below. The landlord stated when they inspected the appliance the tenants had not properly closed the lint trap drain.

The landlord testified that the damage to the lower apartment was covered through their insurance company; however, they had to pay the deductible of \$500.00.

The tenants testified that the person occupying the apartment below them attended their premise to see if they were doing laundry as they were informed that there was a leak coming into their living space. The tenants stated they were doing laundry at the time and when they turn off the appliance, they were informed the leak had stopped.

The tenants testified that they cleaned out the lint trap drain regularly, and they had no previous issues. The tenants stated there was no visible signs of water leaking from the appliance, such as water on the floor.

Future insurance increase

The landlord testified that they were informed by their insurance company that they would have an insurance increase over the next five years. The landlord stated that the increase is estimated at the amount of \$250.00. filed in evidence is an email.

The tenants testified that this is strictly speculating, and they should not be responsible for this.

Travel costs

The landlord testified that due to the flood they incurred travel costs as they had to attend the rental unit and they do not live in the geographical area.

The tenants testified that they are not responsible for the landlords travel costs. The tenants stated that the landlord has also planned to come to the rental unit in any event.

Analysis

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

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the landlord has the burden of proof to prove their claim.

Section 7(1) of the Act states that if a landlord or tenant does not comply with the Act, regulation or tenancy agreement, the non-comply landlord or tenant must compensate the other for damage or loss that results.

Section 67 of the Act provides me with the authority to determine the amount of compensation, if any, and to order the non-complying party to pay that compensation.

Insurance deductible

I am satisfied that the washing machine leaked into the apartment below the tenants causing damage. This is support by the lower occupant attending the rental unit and at that time the tenants were using the appliance, which the water leak stopped once the appliance was turned off. Further the damage is supported by the documentary evidence.

I accept the this was not done intentionally and was strictly an accident. However, damage did occur from the drain plug not being properly tightened. There was no evidence that there was any other cause, such as a split water hose. I find on the balance of probability that it is more likely than not that the drain plug was not tightened properly causing water to leak when in use. Therefore, I find the landlord is entitled to recover their insurance deductible in the amount of \$500.00.

The tenant may want to look into their own insurance policy to see if they can recover this amount through their insurance.

Future increase of insurance

In this case, I am not satisfied that the landlord is entitled to recover future insurance increases. The email the landlord submitted from their insurance company states there may be an increase of \$40.00 to \$50.00 per year. I find that does not substantiate that there will be an increase or the actual amount. Further, I find if the landlord insurance

does increase, the landlord is able to capture that cost in future rent. Therefore, I dismiss this portion of the landlord's claim.

Travel Costs

I find the landlord is not entitled to recover travel cost to attend the rental unit. When the landlord own property not within their geographical area they should expect that travel cost can occur, that is not the fault of the tenants. Therefore, I dismiss this portion of the landlord's claim.

I find that the landlord has established a total monetary claim of **\$600.00** comprised of the above described amount and the \$100.00 fee paid for this application. I grant the landlord an order under section 67 of the Act for the above noted amount.

Conclusion

The landlord is granted a monetary order in the above noted amount.

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: March 18, 2020

Residential Tenancy Branch