



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL MNRL MNDCL FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (application) seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary claim for \$25,776.62 for damages to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and for the recovery of the cost of the filing fee.

The landlord, the landlord's son, BY (son) and counsel for the landlord, CF (counsel) attended the teleconference hearing. The hearing process was explained to the participants and everyone was given an opportunity to ask questions about the hearing process. Thereafter the agent gave affirmed testimony, was provided the opportunity to present the landlord's relevant evidence orally and in documentary form prior to the hearing, and counsel was given the opportunity to make submissions to me.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Proceeding dated May 4, 2021 (Notice of Hearing), application and documentary evidence were considered. Counsel submits that the Notice of Hearing, application and documentary evidence were served by registered mail on May 6, 2021 to the written forwarding address provided by the tenant on the outgoing Condition Inspection Report (CIR). The registered mail tracking number has been included on the style of cause for ease of reference. According to the Canada Post online registered mail tracking website, the package was successfully delivered to the tenant on May 10, 2021. Based on the evidence before me, I find the tenant was sufficiently served in accordance with the Act as of May 10, 2021. Consequently, I find this matter to be unopposed by the tenant and the hearing continued without the tenant present as a result pursuant to Rules 7.1 and 7.3 of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

I have reviewed all evidence before me that met the requirements of the RTB Rules. However, only the evidence relevant to the issues and findings in this matter are described in this decision. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Preliminary and Procedural Matters

The participants were informed at the start of the hearing that recording of the dispute resolution is prohibited under the RTB Rule 6.11. The participants were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the participants were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The participants did not have any questions about my direction pursuant to RTB Rule 6.11.

In addition, counsel confirmed their email address and requested that the decision be emailed to them. The decision will be sent by regular mail to the tenant as there was no email address provided for the tenant.

Issue to be Decided

- Is the landlord entitled to a monetary order under the Act?
- If yes, in what amount?
- Is the landlord entitled to the recovery of the cost of the filing fee under the Act?

Background and Evidence

Counsel stated that the landlord lost the tenancy agreement. Counsel submits that the tenancy began on March 1, 2019 and was a fixed-term tenancy, which reverted to a month-to-month tenancy after March 1, 2020. Monthly rent was \$1,400.00 per month and was due on the first day of each month.

The landlord's monetary claim for \$25,776.62 is comprised of 6 items as follows:

| <i>Document Number</i> | <i>Receipt / Estimate From</i> | <i>For</i> | <i>Amount</i> |
|------------------------|--------------------------------|-------------------------|---------------|
| #1 | <u>Ecotech</u> | Restoration and repair | \$17,064.78 |
| #2 | <u>Canstar</u> | Fire and smoke cleaning | \$2,245.32 |
| #3 | Global Energy Electric | Electrical inspection | \$261.45 |
| #4 | Service Master | Smoke odour fan rental | \$2,855.07 |
| #5 | Coquitlam Transfer Station | Storage content removal | \$25.00 |

The sixth item is described on the application as follows:

Amount requested: \$3,225.00

Description:

Requesting \$3225.00 for unpaid rent for the months of April, May, June. Please note the rent for last month of July in the agreement was not charged.

The total of items 1 to 6 equals \$25,676.62 and the filing fee of \$100.00 brings the total claim to \$25,776.62.

Regarding item 1, counsel stated that the tenant's boyfriend was moving stuff out of the rental unit and left a box on the top of the stove and the stove turned on and by the time the boyfriend went back into the rental unit, there were flames and smoke and the fire department attended to put out the fire. The date of the fire was July 18, 2020. There were several colour photos of the fire damage to the rental unit which was extensive. The landlord also submitted a copy of the fire department Fire Report dated August 6, 2020 (Fire Report). The Fire Report indicates that the cardboard box on a hot object was the source of the fire and was due to "distracted, preoccupied".

Counsel presented several documents including receipts/invoices as follows:

- A. Restoration and repair, \$17,315.77 comprised of 2 separate amounts of \$14,801.30 and \$2,513.47 for a total of \$17,314.77. I note that the two amounts differ by \$1.00.
- B. Copies of 2 bank drafts, A. \$8,657.40 and B. \$8,407.38. The total of those two amounts equals \$17,064.78.

Regarding item 2, counsel presented an invoice dated November 5, 2020 for reconstruction services in the amount of \$2,245.32 including tax.

Regarding item 3, counsel presented an invoice for the electrical inspection which was ordered by the fire department. The invoice is dated July 21, 2020 and supports the amount owing of \$261.45 to inspect existing circuits in the kitchen, dining, living room and bathroom. The invoice also indicates that several outlets were replaced due to fire damage and that the kitchen lights were removed, and the panel was checked.

Regarding item 4, counsel presented an invoice for restoration services work performed on July 19, 2020 in the amount of \$2,855.07. It was described that an air scrubber was cleaning the air for 16 days and that water extraction from the fire department water hoses was required.

Regarding item 5, the landlord has submitted a receipt in the amount of \$25.00 for the cost to dispose of junk left behind by the tenant before they vacated due to the fire on July 18, 2020. The transfer station receipt submitted states \$25.00 on February 16, 2021.

Regarding item 6, counsel submits that the tenant still owes \$3,225.00 for unpaid rent of April, May and June of 2020. The landlord stated that the tenant made some small payments which totalled \$975.00 towards the total rent for April to June 2020 of \$4,200.00, which brought the total owed down to \$3,225.00. This amount is supported by a letter sent to the tenant and a copy of that letter was provided in evidence.

The landlord is also seeking the recovery of the \$100.00 filing fee.

Analysis

Based on the undisputed submissions of counsel and the undisputed testimony of the landlord, and considering the undisputed documentary evidence before me, and on the balance of probabilities, I find the following.

I find that the tenant was responsible for the actions of their boyfriend who caused the fire by negligently placing a cardboard box on a stovetop and then left the rental unit only to return to a fire, which caused the tenancy to be frustrated and ended as of July 18, 2020, the date of the fire.

I also accept that the landlord has not charged the tenant for July 2020 rent as a courtesy.

In addition, I accept the submissions of counsel and the testimony of the landlord regarding the amounts spent related to the fire damage caused by the tenant's boyfriend, which I find was negligent and that the tenant is liable for under the Act.

Item 1- I find that the landlord paid out a total of \$17,064.78 for repairs by way of 2 bank drafts and that the tenant owes the landlord for those costs. Therefore, I grant the landlord **\$17,064.78** for item 1.

Item 2- I find that the landlord paid out \$2,245.32 for reconstruction costs, including tax. I find the tenant is responsible for those costs. Therefore, I grant the landlord **\$2,245.32** for item 2.

Item 3- I find that the landlord paid out \$261.45 for the electrical inspection required by the fire department, including tax. I find the tenant is responsible for that cost. Therefore, I grant the landlord **\$261.45** for item 3.

Item 4- I find that the landlord paid \$2,855.07 for restoration services work performed on July 19, 2020, which is supported by the invoice. I find the tenant is responsible for those costs. Therefore, I grant the landlord **\$2,855.07** for item 4.

Item 5 – The landlord has submitted a receipt in the amount of \$25.00 for the cost to dispose of junk left behind by the tenant before they vacated due to the fire on July 18, 2020. The transfer station receipt submitted states \$25.00 on February 16, 2021. I find the tenant is responsible for that cost and I grant the landlord **\$25.00** as a result for item 5.

Item 6 – I accept the submission by counsel that the tenant still owes \$3,225.00 for unpaid rent of April, May and June of 2020. I find that this amount already includes the partial payments made by the tenant. This amount is supported by a letter sent to the tenant and a copy of that letter was provided in evidence. I find the tenant breached section 26 of the Act, which requires a tenant to pay rent to the landlord in the amount required and on the date that it is due. Therefore, I grant the landlord **\$3,225.00** as claimed for this item.

As the landlord's claim was successful, I grant the landlord **\$100.00** pursuant to section 72 of the Act for the filing fee.

I find the landlord has established a total monetary claim in the amount of **\$25,776.62**. The landlord has been granted a monetary order in the amount of \$25,776.62 pursuant to section 67 of the Act.

Conclusion

The landlord's application is successful.

The landlord has established a total monetary claim of \$25,776.62 as described above. The landlord has been granted a monetary order in that amount.

This decision will be emailed to the landlord and sent by regular mail to the tenant.

The monetary order will be emailed to the landlord for service on the tenant as necessary. The tenant is reminded that they could be held liable for all costs related to enforcement of the monetary order.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: November 3, 2021

Residential Tenancy Branch