



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PORT ROYAL VILLAGE DEVELOPMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

FF MND

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for damage to the unit or loss as a result of the tenancy pursuant to section 67 and authorization to recover the filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Two individuals attended on behalf of the landlord: the property manager and building manager. Tenant DA attended on behalf of both tenants. Both parties confirmed receipt of the other's evidentiary submissions for this hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary order against the landlords?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This tenancy began September 1, 2014 as a 12 month fixed term tenancy with a rental amount of \$1550.00 payable on the first of each month. The landlord confirmed that he continues to hold a \$775.00 paid by the tenants on August 22, 2014. The landlord sought to recover \$5394.36 from the tenants as a result of damage to the rental unit.

The landlord testified that, on Saturday, January 9, 2016, he received a call from the Tenant DA indicating that water was leaking in the kitchen and dining room of the rental unit. The landlord testified that he sent a plumber immediately (the same day) to investigate and determine the source of the leak. The landlord testified that a bidet in the tenants' rental unit bathroom was the source of the leak. A plumbing company report indicated that the plumber attended to a weekend call-out to repair to repair a leak in another unit. The report indicates that the leak was from a bidet/sprayer in the tenants' rental unit. The bidet/sprayer was removed. An invoice for \$560.70 was attached. The landlord submitted a contractor report that the ceilings needed to be

opened inside the rental unit. A quote “in excess of \$6000.00” did not include flooring replacement or repair.

The landlord testified that he had not been advised that the tenants were making changes to the rental unit adding the bidet and subsequently altering the plumbing. He also testified, that according to the information he received from the experts the leak had gone unnoticed for a period of time. The landlord also noted that the tenants had no tenants insurance and therefore it could not be relied upon by the landlord to undertake the repairs at minimal cost.

Tenant DA testified that he purchased and installed a bidet on his own bidet. He testified that he is not a plumber but that it was simple installation. Tenant DA testified that he hired a certified plumber to do the final steps of the installation of the bidet. The tenants supplied no records of hiring or paying a plumber for this job. Tenant DA testified that he did not consult with the landlord before installing the bidet.

Tenant DA submitted that sending a plumber initially to investigate was a mistake on the part of the landlord as the plumber would not be able to make repairs. Furthermore, the Tenant DA testified that the landlord took too long to send in someone to repair the damage – waiting 3 business days and 4 total days, failing to mitigate their damage and loss as well as causing inconvenience to the tenants.

The landlord provided documents to show that the nature of the work to make repairs from the leak included drying the affected areas, dry-walling, reinstalling the toilet in the rental unit bathroom. The invoice submitted by the landlord for this work was dated January 25, 2016 and indicated a total cost of \$1832.06 for emergency services for water damage including; Flood labour; Blower (to dry); truck, supplies as well as electrical and plumbing inspections and certifications. A further invoice from the same restoration company dated February 9, 2016 in the amount of \$2919.61 indicated follow-up repair work including dry-wall, painting, carpentry, cabinetry, cleaning and site protection. A further detailed breakdown of the steps taken was provided by the restoration company.

The landlord submitted a copy of work required to the other two units affected by the leak at a cost of \$1645.00 and \$1035.00 for dry-wall repairs, light replacement, painting and replacing trim/baseboard as well as the base of a vanity.

The landlord submitted copies of email correspondence with the tenants to show that he attempted to address this matter directly with the tenants and negotiate a reasonable reimbursement for the work done after the leak. The landlord also submitted a letter to the tenants dated January 12, 2016 quoting sections 32(3) of the Act as well as Residential Tenancy Policy Guideline No. 1 indicating the a tenants must repair damage to the unit as a result of the tenants’ actions or neglect.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and the arguments presented are reproduced here. I have provided the facts that I believe were necessary to include above and below, I have focused my analysis of this matter to the most relevant information provided.

Residential Tenancy Policy Guideline No. 1 clarifies the responsibilities and obligations of the landlord and tenant to the residential property in accordance with section 32 and 33 of the Act.

The Landlord is responsible for ensuring that rental units and property, or manufactured home sites and parks, meet "health, safety and housing standards" established by law, and are reasonably suitable for occupation given the nature and location of the property. The tenant must maintain "reasonable health, cleanliness and sanitary standards" throughout the rental unit ..., and property ... The tenant is also 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. ...

Policy Guideline No.1, in addressing renovations or changes to the rental unit, states that, "[a]ny changes to the rental unit and/or residential property not explicitly consented to by the landlord must be returned to the original condition" and the residential tenancy agreement for this tenancy indicates that,

...the Tenant shall use the premises, services, ...equipment and facilities supplied by the Landlord, prudently and carefully; and shall be responsible for the cost of repairing...including...unplugging of sinks, toilets...

And

The Tenant shall not make or cause any structural alterations to be made... affixing anything to the structure shall be of a type approved by the Landlord and shall only be used with his prior consent...Heavy appliances or equipment of any kind may not be installed by the Tenant without written permission...

In the case of the leak as a result of the installation of the bidet by the tenants, I find that the tenants did not meet his obligations to the property in accordance with the Act and did not conform to the provisions of his tenancy agreement. Further, I find that the tenants' actions in installing the bidet without the landlord's permission was tantamount to neglect that resulted in the extent of the final damage and associated costs to the landlord.

I accept the submissions and argument of the landlord as well as the supporting documentary evidence: a leak, as a result of the tenants' installation of a bidet, resulted in water damage to the rental unit and 2 other units within the residential premises. Also, I accept the evidence of the landlord that steps were taken as soon as practicable and in accordance with the landlord's

obligations under the Act. The evidence shows that the landlord incurred costs beyond \$5394.36 to investigate and repair the residential tenancy unit and two other units damaged by the leak.

I do not accept the submissions of the Tenant DA that the landlord failed to mitigate their damage and costs. The tenants did not provide sufficient evidence to support this claim. The landlord responded to notice of the leak the same day and began repairs within three business days. I find this to be a reasonable response time to this situation and that the nature of the work completed, as outlined in the landlord's materials were reasonable steps in addressing the damage.

I find that, as a direct result of the actions (installing the bidet without consent) of the tenants, the landlord incurred a cost of \$5394.36 in plumbing and restoration fees to address the damage as a result of the leak and is entitled to recover this cost from the tenants. As the landlord was successful in his application, I find that the landlord is entitled to recover the \$100.00 filing fee for this application.

Conclusion

I grant the landlord a monetary order in the amount of \$5494.36.

The landlord is provided with these Orders in the above terms and the tenants must be served with this Order as soon as possible. Should the tenants fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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 10, 2016

Residential Tenancy Branch