Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNDC, MNSD, FF, RR

Introduction

There are applications filed by both parties. The landlord seeks a monetary order for money owed or compensation for damage or loss, to keep all or part of the security deposit and recovery of the filing fee. The tenant also seeks a monetary order for money owed or compensation for damage or loss, the return of the security deposit and to be allowed to reduce rent for repairs, services or facilities agreed upon but not provided.

Both parties attended the hearing by conference call and gave testimony. As both parties have attended and confirmed receipt of the notice of hearing package, I am satisfied that both parties have been properly served with the notice of hearing package from the other party.

The landlord stated that there was crucial late evidence filed on June 14, 2014 because of her application being cross referenced with the tenant's application, she was unable to serve the tenant within the allowed time frame. The tenant has confirmed that no late evidence has yet been received. I find that as both parties have not objected and that in the interest of fairness, the landlord's application shall be adjourned for continuation on a new date. Mailing Addresses were confirmed by both parties for delivery of the notice of an adjournment.

The hearing proceeded on September 4, 2014 with the landlord, L.G. After waiting 5 minutes the continuation of the hearing proceeded in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to a monetary order?
Is the landlord entitled to retain the security deposit?
Is the tenant entitled to a monetary order?

Is the tenant entitled to reduce rent?

Background and Evidence

This tenancy began on February 1, 2014 on a month to month basis as shown by the submitted copy of the signed tenancy agreement. Both parties confirmed that the tenancy ended on May 31, 2014. The monthly rent was $600.00 payable on the 1st of each month and a security deposit of $300.00 was paid on February 1, 2014.

The tenant seeks a monetary claim of $700.0 which consists of $600.00 for the return of $600.00 for ½ of the rent for April and May for the loss of use of the bedroom due to flooding. The tenant also seeks $100.00 for the replacement cost of a new mattress due to water damage caused by flood. The tenant is also seeking the return of the $300.00 security deposit.

The tenant states that in March of 2014 a flood occurred from the sump pump causing extensive flooding and damage to the premises and the tenant's personal property. The tenant states that the flood caused restoration work which consisted of removal of walls, flooring and the loss of her second bedroom for approximately 1 ½ months. The landlord confirms that a flood occurred, but that the flooding from the sump pump was caused by the tenant. The landlord states that the tenant was offered alternative accommodation by the landlord, but that she refused. The landlord states that the invoice from Quesnel Septic Service Ltd. that "the technician removed pump and remove underwear from pump, found large screwdriver and metal handle. Re-installed pump. But found pump NFG...recommend call plumber to replace." The landlord states that a plumber was called in to replace the sewage sump pump.

The landlord seeks a monetary claim of $1,141.68 which consists of $888.04 for the sump pump replacement, emergency flooding repairs, cost of materials and labour. The landlord explains that the $888.04 is the excess amount not covered by her insurance claim. The landlord also seeks a pro-rated amount for $11.66 and $8.38 for the cost of cleaning materials used for the move out clean not entirely used for this purpose. The landlord seeks $33.60 for the cost of re-keying the locks as the tenant failed to return the keys to the rental unit and the landlord seeks $200.00 for the cost of a missing clock, garbage removal of a mattress and palette, 6 house of cleaning by the landlord and for 2 days of lost rental income because the unit was not rentable after the tenant vacated. The landlord has provided a breakdown in the monetary worksheet which also includes the receipts and invoices, a letter from their insurance adjustor for the damage claim in support of their application. The tenant failed to attend the hearing

to respond to the landlord's claims. The landlord's evidence was accepted without dispute.

Analysis

I accept the evidence of both parties and find on a balance of probabilities based upon the invoice/receipts from the landlord that the flooding was caused by the tenant's neglect of the finding children's underwear, screwdriver and a metal handle in the sump pump. This caused the sump pump to fail and a flood to occur. As such, the tenant's claim for compensation is dismissed as the flood was caused by the tenant.

The tenant failed to attend the continuation of the hearing to respond to the landlord's monetary claim. The landlord's claim was accepted as undisputed and justified. The landlord has provided a monetary worksheet outlining the monetary claim with the attached invoices and receipts claiming only a portion of the used expenses. As such the landlord has established a monetary claim of $1,141.68. The landlord is also entitled to recovery of the $50.00 filing fee.   I order that the landlord retain the $300.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order for the balance due of $891.68. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The tenant's application is dismissed.
The landlord is granted a monetary order for $891.68.
The landlord may retain the $300.00 security deposit.

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 4, 2014

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Residential Tenancy Branch