



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Neighbourhood Housing Society  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing was convened to address a claim by the tenant for a monetary order. The hearing took place over two dates: July 31 and October 13, 2015. Both parties participated in the July 31 hearing and at that hearing, the tenant indicated that he had additional evidence to submit. I instructed the tenant to serve that evidence on both the landlord and the Residential Tenancy Branch (the “Branch”) and I instructed the landlord to provide their response to both the tenant and the Branch. The hearing was set to reconvene on this date and the Branch separately sent each of the parties a copy of the notice of hearing and interim decision. These documents were sent to the addresses confirmed by the parties at the July 31 hearing. The tenant did not participate in the October 13 hearing but the landlord did. Neither the landlord nor the Branch received any additional evidence from the tenant.

### Issue to be Decided

Is the tenant entitled to a monetary order as claimed?

### Background and Evidence

The parties agreed that the tenancy in question was approximately 18 months in duration and that on January 8, 2015, the sprinkler system in the building activated in the rental unit and damaged the tenant’s belongings. The tenant sought to recover the value of his damaged belongings.

### Analysis

In order for the tenant to prove his claim, he must prove pursuant to section 7 of the Act that the landlord failed to comply with the Act, Regulations or tenancy agreement and that the tenant’s loss directly resulted from that failure. At the July 31 hearing, I advised

the tenant that the landlord is not the insurer of the tenant's goods and that unless he could prove that the landlord failed to maintain the sprinkler system or was aware that there was a problem with the sprinkler system which may result in it activating without cause, the landlord could not be held liable for the loss of the tenant's goods as it cannot be said that the landlord had breached the Act. The tenant insisted that he had advised the landlord in writing on several occasions that the sprinkler system was faulty and required repair. The landlord denied having received any such complaint and testified that they had regular maintenance performed on the sprinkler system. The hearing was adjourned to permit both parties to submit this evidence.

The tenant failed to submit any evidence showing that the landlord failed to properly maintain the system and the landlord submitted evidence showing that regular maintenance was performed.

I find that the tenant has failed to prove that the landlord failed to comply with the Act, Regulations or tenancy agreement and I therefore dismiss the claim.

#### Conclusion

The claim is dismissed.

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: October 13, 2015

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Residential Tenancy Branch

