



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNDC

Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$11,879 for the cost of repairing damages
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of the applicant and in the absence of the respondents although duly served. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where they reside on August 28, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2009. The tenancy agreement provided that the tenant(s) would pay rent of \$1650 per month payable in advance on the first day of each month. The rental unit was seriously damaged on February 17, 2014 after the tenants failed to watch their dishwasher causing it to run all over the floor for most of the night. The tenancy ended on April 29, 2014 after a flood caus.

Analysis

The Residential Tenancy Act provides the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must repair damage to the rental

unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant and is liable to compensate the landlord for failure to do so. In some instances the landlord's standards may be higher than what is required by the Act. The tenant is required to maintain the standards set out in the Act. The tenant is not required to make repairs for reasonable wear and tear. The applicant has the burden of proof to establish the claim on the evidence presented at the hearing.

The landlord seeks a monetary order for damages caused by the tenants when they failed to stop their portable dishwasher from leaking water over the floor causing significant water damage to the rental unit.

Monetary Order and Cost of Filing fee

With respect to each of the landlord's claims I find as follows:

- a. I determined the landlord is entitled to the sum of \$3327.90 for the sum she paid to the Restoration Company for do the emergency restoration work.
- b. The landlord claim s the sum of \$7614.63 for the cost to fix the damage based on a quotation she has received from a contractor. The work has not been completed and the landlord has not paid this sum. This claim includes a claim of \$3930.72 for the cost to replace the carpets. The carpets were 6 years old. The Policy Guidelines provide that the life expectancy of an interior carpet is 10 years. I determined the landlord is entitled to the depreciated value of the carpet being 2/5 of the amount claim or the sum of \$1572. The balance of this claim is made up of repairs to the walls, ceilings etc. and other repairs. It is difficult to assess the depreciated value of this as the landlord has not commenced the work and has not properly quantified the loss.. In the circumstances I determined \$2500 is a reasonable assessment of this loss. In summary I determined the landlord is entitled to \$4072 being the depreciated value of the carpet/flooring and the reduced value of the rental unit caused by the flood.
- c. I determined the landlord is entitled to \$357 for the cost of a bin rental and disposal.
- d. I determined the landlord is entitled to \$480 for the cost of cleaning and removal of the junk.

In summary I determined the landlord has established a monetary claim against the tenant(s) in the sum of \$8236.90 plus the \$100 filing fee for a total of \$8336.90.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order 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: February 01, 2016

Residential Tenancy Branch

