



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

### Dispute Codes:

MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary order for damage to the rental unit; for a monetary order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, *Regulation*, or tenancy agreement; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the Tenant via registered mail at the address noted on the Application, on September 24, 2008. A tracking number was provided. The Canada Post website shows the mail was delivered on September 25, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

### Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary order for damage to the rental unit; for a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation*, or tenancy agreement; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### Background and Evidence

The Agent for the Landlord stated that this tenancy began on February 01, 2008; that the Tenant was required to pay monthly rent of \$2,250.00; and that the Tenant paid a security deposit of \$800.00 on January 14, 2008.

The Agent for the Landlord stated that on August 05, 2008, the Tenant's girlfriend advised the Landlord that the Tenant had vacated the rental unit on August 01, 2008.

The Landlord is seeking compensation for loss of rent for the month of August, due to the fact that the Tenant did not give proper notice of his intent to vacate the rental unit, which resulted in the Landlord being unable to find new tenants for the month of August.

The Landlord is seeking compensation, in the amount of \$300.00, for repairing damage to drywall; \$273.00 for cleaning the carpet; \$100.07 for re-keying the locks; \$872.00 for general cleaning; and \$189.01 for water, sewer, and garbage fees. In a letter, dated September 26, 2008, the Tenant agreed that he was willing to compensate the Landlord for these costs.

The Landlord is seeking compensation, in the amount of \$509.25, for landscaping costs they incurred at the end of the tenancy. The Agent for the Landlord stated that the tenancy agreement required the Tenant to mow, water, and properly maintain the yard. The tenancy agreement was not submitted in evidence.

The Agent for the Landlord stated that the yard of the rental unit was in good condition at the beginning of the tenancy. She stated that the lawn had been newly sodded in the summer of 2007, and that it was in reasonably good condition at the beginning of the tenancy. She stated that the garden and gravel areas were weeded at the beginning of the tenancy and that there were shrubs in the yard, although they were not particularly healthy.

In a letter dated September 26, 2008, the Tenant stated that when his tenancy began the grass in the rear yard was not particularly healthy, the landscaping was incomplete, parts of the rear yard were overgrown, and there were weeds in the gravel area around the house.

The Agent for the Landlord stated that the yard was in poor condition at the end of the tenancy. She stated that a landscaper was hired to remove shrubs which had died from improper watering; to reseed the grass areas that had died from improper watering; to mow and aerate the lawn; to fertilize the lawn; to weed the gravel area; and to dispose of garden waste.

In the letter dated September 26, 2008, the Tenant stated that he was not aware that he had to weed the gravel areas of the yard. He stated that he did mow the lawn one week before he vacated the rental unit and argued that the lawn was not mowed until September 01, 2008, which is a full month after he vacated the rental unit.

The Agent for the Landlord did not submit any evidence to corroborate her statements that the yard was in good condition at the beginning of the tenancy. The Agent did not submit any photographs that show the condition of the yard at the beginning or at the

end of the tenancy. She did submit a condition inspection report that was completed on August 01, 2008, which indicates the yard needed mowing. There is nothing on the report that indicates that the lawn needed to be re-seeded; that the lawn needed to be fertilized; that the lawn needed to be aerated; or that the gravel areas of the yard need to be weeded.

The Landlord submitted a receipt, in the amount of \$509.25, from \_\_\_\_\_. The receipt indicates that the Landlord paid \$125.00 for trimming, weeding, and aerating the lawn.

### Analysis

Section 45(1) stipulates that a tenant may end a tenancy by giving one month's notice to end the tenancy. I find that the Tenant did not comply with section 45(1) of the Act when he vacated the rental unit without giving one month's notice to the Landlord. Therefore, I find that the Tenant must compensate the Landlord for any losses they incurred as a result of the Tenant's non-compliance with the Act, which in these circumstances is \$2,250.00, which is the equivalent of one month's rent.

As the Tenant indicated, in writing, that he is willing to pay the Landlord \$300.00 for repairing damage to drywall; \$273.00 for cleaning the carpet; \$100.07 for re-keying the locks; \$872.00 for general cleaning; and \$189.01 for water, sewer, and garbage fees, I find that the Landlord is entitled to compensation in these amounts.

Although the Tenant and the Landlord agree that there were weeds in the gravel area of the yard, I find that the Landlord has submitted insufficient evidence to establish that the tenant was required to weed these areas. In reaching this conclusion, I was strongly influenced by the fact that the Agent for the Landlord did not submit any evidence to corroborate her statement that the Tenant was required to weed these areas and to refute the Tenant's statement that he was not required to weed those areas. On this basis, I dismiss the Landlord's application for compensation for weeding this area of the yard.

After considering the contradictory evidence of both parties regarding the condition of the grass at the end of the tenancy, I find that the Landlord has submitted insufficient evidence to establish that the grass was in good condition at the beginning of the tenancy. In reaching this conclusion I was strongly influenced by the fact that that Landlord did not submit any documentary evidence to establish the condition of the yard at the beginning of the tenancy. As the Landlord has not established that the lawn was in better condition at the beginning of the tenancy than it was at the end of the tenancy, I dismiss the Landlord's application for compensation for reseeding the grass; for aerating the lawn and for fertilizing the lawn.

Although the Tenant and the Landlord do not agree that the lawn required mowing, I find, on the balance of probabilities, that the lawn did need to be mowed at the end of the tenancy. In reaching this conclusion I was strongly influenced by the Condition Inspection Report that was completed on August 01, 2008, on which it is noted that the lawn needed to be mowed. I find that the Landlord is entitled to compensation for the cost of mowing the lawn. The receipt \_\_\_\_\_, indicates that the Landlord paid \$125.00 for mowing, trimming and aerating the lawn and I therefore find that \$50.00 is reasonable compensation for mowing the lawn.

I find that the Landlords application has merit, and I find that the Landlord is entitled to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

### Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$4,084.08, which is comprised on \$2,250.00 in loss of rent, \$1,784.08 in damages, and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution.

I hereby authorize the Landlord to retain the Tenant's security deposit plus interest, in the amount of \$809.48, in partial satisfaction of this monetary claim. Based on these determinations I grant the Landlord a monetary Order for the amount \$3,274.60. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Date of Decision: October 28, 2008