

DECISION

Dispute Codes MNR, MND, FF

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution, seeking orders for monetary compensation for unpaid utilities, for cleaning, and for repairing the rental unit.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Issues(s) to be Decided

Is the Landlord entitled to the monetary compensation sought?

Background and Evidence

The tenancy began in May of 2005. The parties entered a written tenancy agreement, at an initial rate of \$1,750.00 per month for rent. The Tenants were to pay for their own utilities, including water, and were required to maintain the yard of the rental unit.

The Landlord claims as follows: \$200.00 for the repair of a broken wrought iron fence, \$140.00 for garbage removal, \$116.00 for an unpaid water bill, \$100.00 for house cleaning, \$50.00 for removal of a swing set at the unit, \$50.00 to repair the lawn underneath the swing set, \$2,900.00 for rental monies received by the Tenants for parking on a lot adjacent to the rental unit, \$100.00 to replace a cherry tree which died from lack of water, and \$590.63 to repair hardwood floors in the unit.

The Tenants agreed they had failed to pay the final water bill, and stated they will pay the Landlord \$116.00 for this claim. The Tenants acknowledged the swing set was left behind.

The Landlord alleges that the Tenants misrepresented, or fraudulently represented, themselves as the owners of a lot adjacent to the rental unit. According to the Landlord a dentist paid the Tenants \$2,900.00 to park in this adjacent lot. As the adjacent lot was not under the tenancy agreement, I find I have no jurisdiction to resolve this portion of the Landlord's claim. I advise the parties to seek legal advice as to the proper court to pursue this matter.

Analysis

After having heard the testimony and having reviewed all the relevant evidence supplied a determination has been reached.

Based on the foregoing, the evidence and testimony provided, and on a balance of probabilities, I allow the Landlord claims as follows:

\$200.00 for the repair of a broken wrought iron fence;
\$140.00 for garbage removal;
\$116.00 for an unpaid water bill;
\$100.00 for house cleaning;
\$50.00 for removal of a swing set at the unit; and
\$50.00 to repair the lawn underneath the swing set.

I find the Landlord had insufficient evidence to support the claims to replace the cherry tree and to repair hardwood floors in the unit, and dismiss those claims.

Conclusion

I find that the Landlord has established a total monetary claim of **\$706.00** comprised of the above described amounts and the \$50.00 fee paid by the Landlord for this application.

I grant the Landlord an order under section 67 for the balance due of \$706.00. This order may be filed in the Provincial Court (Small Claims) 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: August 05, 2009.

Dispute Resolution Officer