



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC

### Introduction

This hearing dealt with the tenant's application to cancel a Notice to End Tenancy for Cause. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to the submissions of the other party. Both parties confirmed service of documents.

### Issues(s) to be Decided

Has the landlord established that the tenancy should end for the reasons indicated on the Notice to End Tenancy for Cause?

### Background and Evidence

I heard undisputed evidence as follows. The tenancy began approximately 11 years ago. The tenant currently pays rent of \$860.00 per month. The tenancy agreement does not provide a specific reference to grass cutting or yard maintenance. The tenant lives with her adult son. The rental unit is one-half of a duplex. On June 23, 2010 the tenant's adult son was served with a 1 Month Notice to End Tenancy for Cause (the Notice). The Notice indicates that the reasons for ending the tenancy are:

- Tenant has caused extraordinary damage to the unit/site or property/park
- Tenant has not done required repairs of damage to the unit/site

- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so

It was also undisputed that prior to the issuance of the Notice the strip of grass in front of the tenant's unit was nearly 3 feet tall.

The landlord submitted that she had conversations with the tenant in the past about the tenant's responsibility to cut the grass in front of the rental unit. The landlord is also an insurance agent and submitted that the long grass was a fire hazard and had implications towards her insurance policy. The landlord acknowledged that the landlord had not issued a written letter to the tenant about grass cutting before issuing the Notice to End Tenancy. Subsequent to issuing the Notice the City of Vancouver issued a warning letter to the landlord with respect to the city by-law that required the owner to maintain the site in a tidy condition. The landlord has had the grass cut since receiving the warning letter and provided photographs of the grassy area before and after it was cut.

The tenant submitted that she did not know it was her responsibility to cut the grass in front of the rental unit and thought that it was a landlord responsibility. The tenant alleged that in the past her sister-in-law, who lived in the adjacent unit, would cut the grass for the entire property. Currently, the tenants living in the adjacent unit cut their own grass as part of their tenancy agreement.

During the hearing, the tenant agreed to take responsibility for ensuring the grass in front of her rental unit is regularly cut.

### Analysis

As the parties were informed during the hearing, I cancel the Notice to End Tenancy as I found the landlord did not establish sufficient grounds for ending the tenancy when I

consider the following factors. Leaving the grass long did not cause damage or extraordinary damage to the rental unit or site and it was simply remedied by a grass cutting. The tenancy agreement does not provide that the tenant must cut the grass and the landlord had not issued a written letter to the tenant prior to the issuance of the Notice. Since the Notice was cancelled the tenancy remains in effect.

As both parties sought clarity on the issue of grass cutting, I read excerpts from Residential Tenancy Policy Guideline 1: *Responsibility for Residential Properties*. The policy guideline states:

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.

4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.

Upon hearing from the parties, and in applying the guidelines provided above, I find the grass in front of the rental unit would be the tenant's responsibility to cut. As the tenant agreed she would ensure the grass is cut in front of her unit I am satisfied this dispute has been resolved.

### Conclusion

The Notice to End Tenancy has been cancelled and the tenancy continues. The tenant has agreed to cut the grass in front of her rental unit and this dispute has been resolved.

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 25, 2010.

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Dispute Resolution Officer