



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes OPE, MND, MNR, MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a Monetary Order for damage to the unit, for unpaid utilities, to keep all or part of the security deposit; and to recover the filing fee associated with this application.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?
Is the landlord entitled to keep all or part of the security deposit?
Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a single detached home. The fixed term tenancy started on September 1st, 2009 and ended on June 30th, 2010. The monthly rent of \$1100.00 was payable on the first of each month. The tenant paid a security deposit of \$550.00 and a pet damage deposit of \$550.00 for the combined sum of \$1100.00.

The landlord testified that the tenant did not maintain the lawn, which consists of one acre, as specified in the tenancy agreement. He stated that when the tenant left, the grass was 3-4 feet high, and that it had to be mowed in several stages.

The landlord made a monetary claim totalling \$405.29 in unpaid utilities, phone and cable charges which the tenant did not dispute. The tenant disputes the \$441.00 claim

related to the lawn. He stated that he had a string of emails with the landlord regarding how he should mow the lawn. He stated that it was he did not have a mower and that it was unfair that he should be expected to maintain a lawn this size without proper tools.

Analysis

The tenancy agreement is a contract of adhesion drawn by the landlord. If the tenant signed the agreement, he is obliged to accept the terms of the agreement without modification. The agreement specified that lawn maintenance was the tenant's responsibility. Based on the parties' testimony I find that the tenant did not comply with this term and that the landlord is entitled to recover the cost of restoring the lawn.

The landlord paid \$441.00 and the tenant acknowledged receipt of that invoice. I find that the landlord is entitled to recover this claim in addition to the undisputed claim for \$409.29.

Conclusion

The landlord states that he returned a portion of the tenant's security deposit for \$264.73 and kept the balance of \$836.27.

The landlord established a claim of \$850.29. Since he was successful, the landlord is entitled to recover the \$50.00 filing for a claim totalling \$900.29.

Pursuant to Section 67 of the Act, I grant the landlord a monetary order for the balance of \$64.02 (\$900.29 - \$836.27).

This Order may be registered in the Small Claims 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: March 25, 2011.

Residential Tenancy Branch