



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing was convened by way of conference call to deal with the landlord's application for a monetary order for damage to the unit, site or property; for a monetary order for unpaid rent or utilities; and to recover the filing fee from the tenant for the cost of this application.

An agent for the landlord company/commission attended the conference call hearing, gave affirmed testimony, and provided evidence in advance of the hearing. However, despite being served with the Landlord Application for Dispute Resolution and notice of hearing documents by registered mail on February 3, 2011, the tenant did not attend.

All evidence and testimony provided has been reviewed and is considered in this Decision.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the unit, site or property?
Is the landlord entitled to a monetary order for unpaid rent or utilities?

Background and Evidence

The landlord's agent testified that this month-to-month tenancy began on August 6, 2009 and ended on June 30, 2010. Rent in the amount of \$597.00 per month was payable in advance on the 1st day of each month. The landlord did not collect a security deposit or a pet damage deposit from the tenant.

The landlord's agent testified that the tenant failed to pay rent when it was due for the month of June, 2010, and the landlord's employees served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on June 8, 2010 by posting it to the door of the rental unit. A copy of the notice was provided in advance of the hearing. The tenant vacated the rental unit on or about June 30, 2010 and on that date paid the landlord \$50.00.

The landlord's agent also testified that a move-in condition inspection report was completed by the parties at the time the tenant was moving into the rental unit, and a move-out condition inspection report was completed with the tenant at the end of the tenancy. Copies of those reports were also provided in advance of the hearing. The landlord's agent further testified that the tenant did not complete yard work that was required by the tenant, and the work left to be completed was beyond normal wear and tear. A copy of an invoice for 3 hours of yard work was provided, and the landlord claims \$67.20 which is comprised of \$20.00 per hour plus GST. Photographs of the yard were also provided in advance of the hearing, which show a fenced yard that the landlord's agent testified was for the sole use of the tenant and not a common area. The landlord also provides a lawn mower for use of tenants if required.

The landlord also claims one month of rent, less the \$50.00 paid by the tenant on June 30, 2011, in addition to recovery of the \$50.00 filing fee.

Analysis

The *Residential Tenancy Act* states that a tenant is required to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

I have reviewed the move-in and move-out condition inspection reports, as well as the tenancy agreement and photographs, and I find that the tenant was responsible for yard maintenance at the rental unit. The tenant had exclusive possession of the yard, the landlord provided a lawn mower, and the tenant failed to maintain the yard of the rental unit in accordance with the *Act*. Therefore, I find that the landlord's claim for yard maintenance after the tenant vacated the rental unit is justified, and I accept the landlord's evidence with respect to the cost.

With respect to unpaid rent, the landlord provided evidence of the amount of and due date of the monthly rental payments as set out in the tenancy agreement, and I find that the landlord has established a claim for \$547.00. The landlord is also entitled to recovery of the \$50.00 filing fee for the cost of this application.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the landlord in the amount of \$664.20. This order may be filed in the Provincial Court of British Columbia, Small Claims division 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: June 01, 2011.

Residential Tenancy Branch