



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP and PSF

Introduction

This hearing was convened on the tenant's application of May 31, 2012 seeking an Order for landlord compliance, repair of the property and provision of services, all in aid of compelling the landlord to cut the grass on the rental property.

Issue(s) to be Decided

Is the landlord required by the legislation or the rental agreement to cut the grass? If so, what is the appropriate remedy to ensure that it is done?

Background and Evidence

This tenancy is in a single family dwelling and began on March 12, 2012. Rent is \$700 per month and the tenant is yet to pay the required security deposit.

During the hearing, the tenant submitted photographs showing that the lawn is in the order of a foot high and stated that he believed it is the landlord's responsibility to keep it mowed. The landlord said that he had never advised the tenant that the landlord would do the mowing. No written rental agreement was provided by either party.

Analysis

Residential Policy Guideline 1, at page 1-7, item 3 under Property Maintenance, states that :

"Generally, the tenant who lives in a single family dwelling is responsible for routine yard maintenance which includes cutting grass and clearing snow...."

In the absence of a written agreement to the contrary, I must find that the tenant is responsible for mowing the grass. As there is no remedy available to him under the *Act*, the application is dismissed without leave to reapply.

Conclusion

The application is dismissed without leave to reapply.

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 19, 2012.

Residential Tenancy Branch