



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order to retain all or part of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to retain the security deposit?

Is the Landlord entitled to recovery of the filing fee?

### Background and Evidence

The tenancy began on July 1, 2011 and ended on April 26, 2013. Rent of \$1,350.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected \$675.00 as a security deposit and \$25.00 as a pet deposit from the Tenant. The Landlord returned \$372.30 of the security deposit to the Tenant. The Parties mutually conducted a move-in and move-out inspection and report were completed.

The Landlord states that a 100 ft extension cord was missing at the end of the tenancy and claims \$33.58. The Landlord states that a shed was included in the tenancy for the

storage of the lawnmower and cord. The Landlord states that a more expensive 50 ft cord was originally purchased but is not claiming this amount. The Tenant states that the cord was left outside at the end of the tenancy.

The Landlord states that the Tenants left the lawn damaged from a trampoline and claims \$89.95 for the cost of labour and supplies to reseed, fertilize, and water the lawn. The Landlord states that the tenancy agreement provides for lawn maintenance by the Tenants. The Tenant states that they moved out in the spring which left time for the grass to re-grow in the area and that the trampoline did not cause any loss of grass. The Tenant states that the area of the lawn that was eroded arose from normal wear and tear.

The Landlord states that the Tenants left tires, appliances and garbage behind and claims \$158.00 for the cost of removal. The Tenant does not dispute that tires and appliances were left behind but believes that the garbage was removed by the co-tenant. The Tenant states that the amount of labour being claimed seems excessive but is unable to provide any alternative and lesser costs.

The Landlord provided photos of the lawn and items left behind by the Tenants.

### Analysis

Section 7 of the Act provides that where a tenant does not comply with the Act, regulation or tenancy agreement, the tenant must compensate the landlord for damage or loss that results. In a claim for damage or loss under the Act, regulation or tenancy agreement, the party claiming costs for the damage or loss must prove, inter alia, that the damage or loss claimed was caused by the actions or neglect of the responding party, that reasonable steps were taken by the claiming party to minimize or mitigate the costs claimed, and that costs for the damage or loss have been incurred or established. Given the Tenant's evidence that the cord was left outside and the Landlord's undisputed evidence that a shed was provided to securely store the lawnmower and shed, I find that the Tenant failed to ensure the security of the cord and is therefore

responsible for its loss. I find that the Landlord has therefore substantiated the cost to replace the cord in the amount of **\$33.58**.

Given the photos of the lawn and considering the tenancy agreement requiring maintenance, I find that the Tenants failed to leave the lawn reasonably maintained. Although the Landlord's invoice does not set out the details of the costs claimed, I find that the amount claimed reasonably includes the cost of the seed and labour and that the Landlord has substantiated the claim of **\$89.95**.

Given the Tenant's agreement that tires and appliances were left behind and the lack of evidence of a lesser labour cost, I find that the Landlord has substantiated costs to remove these items. Although the Tenant believes that the garbage bags were removed, considering that the invoice specifically includes the removal of the garbage bags and considering that the costs for these would reasonably be a very small amount of the overall claim, I find that the Landlord has substantiated on a balance of probabilities all the costs claimed in the amount of **\$158.00**.

As the Landlord has been successful with its application, I find that the Landlord is also entitled to recovery of the **\$50.00** filing fee for a total entitlement of **\$331.53**. As the Landlord still holds **\$327.70** from the security and pet deposit of \$700.00 plus zero interest, I order the Landlord retain this amount and that the Tenant owes the Landlord **\$3.83**.

### Conclusion

**I order** that the Landlord retain \$327.70 from the remaining **deposit** and interest of \$327.70 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the balance due of **\$3.83**. If necessary, this order may be filed 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: August 19, 2013

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Residential Tenancy Branch