



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This was a hearing with respect to the landlords' application for a monetary award in the amount of \$25,000.00. The hearing was conducted by conference call. The landlords and the named tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount.

Background and Evidence

The rental unit is a house on residential property in Surrey. The tenancy began on November 15, 2012. The monthly rent is \$2,000.00 and the tenants paid a \$1,000.00 security deposit at the start of the tenancy.

The landlords submitted correspondence from the City of Surrey claiming that loads of bark mulch and manure placed on the rental property by the tenants rendered the rental property unsightly and in breach of the City's Unsightly Premises By-law. The landlords said the material had to be removed or the City would carry out the removal and charge the landlords for the cost of the work. The landlords stated that the removal cost was estimated to be \$30,000.00 to \$40,000.00. In their application for dispute resolution, the landlords claimed payment of the sum of \$25,000.00 from the tenants and retention of their security deposit.

The tenant testified at the hearing that the tenants have removed all the bark mulch and manure from the rental property. She said that she had given notice and the tenants would be moving from the property at the end of February. She testified that when the landlords rented to the tenants they knew of the tenants' plans to have a garden on the rental property.

The landlords acknowledged that they received notice from the tenants' lawyer that the tenants were moving. The landlords said that the tenants have removed a substantial amount of the bark mulch and manure material from the property, but there was still a significant quantity remaining.

Analysis

The landlord's claim for payment of the sum of \$25,000.00 was unsupported by evidence of any actual expenditures and the landlords confirmed that they have not paid to have any of the material removed from the property. They complained, however, that they have been involved in a Supreme Court proceeding with the City as a result of the tenants' actions and they said that they have incurred legal costs as a result. The landlords testified that if the tenants do not perform further clean- up work before they move the landlord will incur costs to remove material and clean the property, based upon a letter from the City received today which states that the City still objects to the condition of the rental property, based on a recent inspection.

Conclusion

Since the landlord submitted their application the tenants have performed some clean-up work and have given notice that they intend to move at the end of this month. The landlord has not incurred any costs for the removal of the allegedly unsightly material and I find that the landlords' claim is premature. The landlords' application is therefore dismissed with leave to reapply. If, after the tenancy has ended, the landlords claim to be entitled to compensation for damage to the rental property, or for clean- up costs, then they will be at liberty to make a further application for dispute resolution.

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: February 06, 2014

Residential Tenancy Branch

