

Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u> MND, MNSD, MNDC, FF

<u>Introduction</u>

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenant's security deposit. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend although he was served with the application for dispute resolution sent to the forwarding address that he provided in writing to the landlord by letter dated May 16, 2014. The landlord's application was filed on May 29, 2014 and the documents were sent by registered mail to the tenant's forwarding address on June 2, 2014.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount? Is the landlord entitled to retain the tenant's security deposit, or some portion of it?

Background and Evidence

The rental unit is a house on an acreage in Dawson Creek. The tenancy began on August 1, 2013. The rent was \$2,200.00 per month and the tenant paid a security deposit of \$1,100.00 at the start of the tenancy.

The tenant moved out of the rental unit in March, 2014. The landlord testified that did not return the keys to the rental unit and the locks had to be changed. The landlord had to pay to remove an old boat left on the rental property. The rental unit was not properly cleaned, in particular the fridge and stove required cleaning. The tenant damaged that yard when clearing snow. The landlord submitted numerous photographs showing the condition of the yard when the tenancy ended. She testified that the tenant tore up the lawn and spread gravel over the grassed lawn using snow removal equipment. The landlord has obtained quoted to repair the yard, but she has not been able to perform the work as yet because the weather has been too dry to allow the work to be done. The landlord has claimed the following amounts:

Yard & landscaping: (\$226.80 soil) (\$526.40 equipment) \$1,153.20

(\$250.00 Operator) (\$150.00 Labour)

•	New keys, locks	\$60.00
•	Removal of boat	\$60.00
•	Cleaning of yard after snowmelt	\$50.00
•	Cleaning of fridge & stove	\$50.00

Total: \$1,373.20

Analysis

I accept the landlord's evidence, including the photographic evidence to have established that the tenant did cause significant damage to the yard of the rental property and that it will require significant work to put the yard back to something close to its former condition. The landlord evidence as to cost is based on a quotation given to her. I have not been provided with an explanation or details to show how the cost was arrived at. I find that an award for repairs and landscaping is warranted, but I do not accept that the quotation should be accepted as a justifiable amount of compensation in the absence of expected details to show how the amounts were arrived at. I find that the landlord may recover the amounts claimed for obtaining new keys and locks, removing the boat, cleaning the yard and cleaning appliances. These amounts total \$220.00. I find that an award of \$880.00, which is \$273.00 less that the landlord's quote is an appropriate award for the landlord's costs to repair the damage to the lawn and yard.

Conclusion

The total award to the landlord is the sum of \$1,100.00, an amount equal to the security deposit that she holds. I decline to award the landlord a filing fee for this application, in part because she failed to submit documents shat should have been provided. I order that the landlord retain the security deposit that she holds in satisfaction of the monetary award granted in this proceeding and in full and final satisfaction of all claims arising out this tenancy.

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: October 01, 2014

Residential Tenancy Branch