

(\$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 than 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 that 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 of 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

