



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a Monetary Order to recover for damage and cleaning costs; and, authorization to retain the security deposit. The tenants did not appear at the hearing. The landlord provided registered mail receipts, including tracking numbers, as proof the hearing documents were sent to the tenants on November 18, 2015. The address used for service was the forwarding address provided by the tenants at the time of the move-out inspection and appears on the move-out inspection report. I was satisfied the tenants were served with notification of this proceeding in a manner that complies with the Act and I continued to hear from the landlord without the tenants present.

Issue(s) to be Decided

1. Has the landlord established an entitlement to compensation for damage and cleaning costs, as claimed?
2. Is the landlord authorized to retain the tenants' security deposit?

Background and Evidence

The fixed term tenancy commenced November 1, 2014 and was set to expire October 31, 2015. The monthly rent was \$2,000.00 due on the first day of every month and the tenants paid a security deposit of \$1,000.00.

The landlord prepared a move-in and move-out inspection report at the beginning and end of the tenancy. The tenant signed the condition inspection report at the beginning and end of the tenancy indicating he agreed with the landlord's assessment of the property. The landlord; however, did have the tenant's written consent to make deductions from the security deposit and proceeded to file this claim.

The landlord seeks to recover the following amounts from the tenants:

1. \$656.25 to repaint several walls and remove wallpaper that was damaged by the tenants.
2. \$250.00 to clean the numerous areas of the rental unit that were left unclean by the tenants.
3. \$128.10 to dispose of garbage and abandoned property left by the tenants.
4. \$262.50 to clean the dirty carpeting.
5. \$495.00 to trim and cut the long grass left by the tenants, weed, and trim shrubs encroaching on the sidewalk. Term 2.4 of the tenancy agreement requires the tenants to keep the flower beds, gardens and lawns on the property "cultivated and maintained." The landlord submitted that the landlord performs annual pruning of trees and shrubs but the tenants were required to trim back the encroaching shrubs periodically during their tenancy.

Evidence provided by the landlord included copies of: the tenancy agreement; the move-in and move-out inspection report; the invoices and receipts for the amounts claimed above; and, the registered mail receipts.

Analysis

Under section 37 of the Act, a tenant is required to leave a rental unit reasonably clean, vacant, and undamaged at the end of the tenancy. Under section 32 of the Act a tenant is required to maintain reasonable health, cleanliness and sanitary standards at the residential property and as provided in Residential Tenancy Policy Guideline 1 this obligation usually requires a tenant to perform routine yard maintenance such as grass cutting, light weeding, and the like where a tenant occupies a single family dwelling,. I am satisfied the tenant's obligation to maintain the yard includes a reasonable amount of trimming of shrubs that encroach on the sidewalk as submitted by the landlord.

If the tenant fails to meet the obligations described above the landlord may pursue the tenant for compensation associated to the tenant's violation.

In this case, the landlord has satisfied me that the tenants failed to leave the rental unit reasonably clean, undamaged, devoid of all of their garbage and possessions, and, the tenants failed to perform the routine yard maintenance required of them. I make this finding based upon the unopposed submissions of the landlord; the move-out inspection report that the tenant was in agreement with; and, the receipts and invoices provided for my review. Therefore, I grant the landlord's request to recover the sum of \$1,791.85 from the tenants.

I further award the landlord recovery of the \$50.00 filing fee paid for this application. I authorize the landlord to retain the tenant's security deposit in partial satisfaction of the amounts awarded to the landlord.

In light of all of the above, the landlord is provided a Monetary Order for the balance of \$841.85 [calculated as \$1,791.85 + \$50.00 – \$1,000.00] to serve and enforce upon the tenants as necessary and appropriate.

Conclusion

The landlord has been authorized to retain the tenants' security deposit and has been provided a Monetary Order for the balance of \$841.85 to serve and enforce upon the tenants.

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 09, 2016

Residential Tenancy Branch