



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award. The hearing was conducted by conference call. The landlord called in and participated in the hearing. The tenant did not attend. The tenant was served with the application and Notice of Hearing by registered mail sent on January 18, 2016. The registered mail was returned to the landlord unclaimed. The landlord also sent the documents to the tenant by regular mail. Pursuant to section 90 of the *Residential Tenancy Act* The tenant was deemed to have received the registered mail on the fifth day after it was mailed, which was January 23, 2016.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for unpaid utilities?

Is the landlord entitled to a monetary award for the cost of yard work and repairs to the rental property?

Background and Evidence

The rental unit is a house in Victoria. The tenancy began several years ago, but the latest tenancy agreement was for a term commencing February 15, 2015. The landlord informed me at the hearing that there is another dispute resolution proceeding set for hearing tomorrow. There was also a Residential Tenancy Branch hearing in March, 2016 with respect to this tenancy. In the application before me the landlord claimed a monetary award for unpaid utilities and for the cost to clean the overgrown yard of the rental property. The landlord received complaints from neighbours and a November 3, 2015 letter from the City of Victoria, giving the landlord notice to clean up the overgrown vegetation on the rental property or face bylaw infraction charges of up to \$350.00 per day. The landlord said in her submissions that the complaint mentioned the unsightly condition of the property with weeds and overgrown vegetation as well as rats that were

observed running from the vegetation on the property. The landlord provided photographs of the property showing the unkempt and overgrown condition of the yard with lawns that had not been mowed and a profusion of weeds and bushes.

The landlord hired a landscaping contractor to clean up the yard at a cost of \$2,261.35. She provided invoices for the work and proofs of payment. The landlord testified that she was claiming only half of the invoiced amount because not all of the work performed related to neglected yard work that should have been performed by the tenant; for example there was work done that included some pruning and cutting back of ornamental shrubs, but the bulk of the work included cutting down unmown lawns and removing blackberries that had invaded the unmown lawns.

The landlord testified that since her application was filed the tenant has paid some of the utility bills included in her claim. In the hearing set for August 31, 2016 the landlord has applied for an order of possession for unpaid rent and she has made claims for unpaid rent and utilities. The landlord requested that, to the extent that her utility claims may not be addressed in the upcoming hearing, that they be dismissed with leave to reapply.

Analysis

The photographs of the rental property submitted by the landlord establish that the tenant neglected to perform ordinary and expected yard maintenance over an extended period. The tenant ignored the landlord's requests to maintain the yard. The landlord was forced to act when she received the letter from the City of Victoria threatening fines if the problem was not addressed.

Based on the photos of the rental property, the letter from the City and the invoices provided by the landlord for yard work, clearing and landscaping services, I find that the landlord's claim of \$1,130.68 is reasonable and valid claim for the landlord's costs to rectify the tenant's failure to keep the rental property in a reasonable state of repair. I allow the landlord's claim for yard maintenance in the amount claimed.

The landlord's claim for utilities has been superseded by payments made by the tenant. The landlord may have included some amounts for outstanding utilities in her claim set for hearing on August 31, 2016, but to the extent that they are not included and remain unpaid, the landlord's claim for utility payments is dismissed with leave to reapply.

Conclusion

The landlord has been granted a monetary award in the amount of \$1,130.68. The landlord is entitled to recover the \$100.00 filing fee for this application, for a total award of \$1,230.68. This order may be registered 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 31 2016

Residential Tenancy Branch

