



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

The landlord applies for compensation for weeding and the cost of a lock change at the end of this tenancy.

The parties attended the hearing by their representatives and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

### Issue(s) to be Decided

Did the tenants leave the property in a reasonable condition at the end of the tenancy?  
Was the landlord entitled to change the locks to the premises before the last day of the tenancy?

### Background and Evidence

The rental unit is the five bedroom upper portion of a conventional house. There is a lower suite in the same house, rented to others.

The tenancy started in July 2017 for a one year term ending June 30, 2018. There is a written tenancy agreement. The monthly rent was \$3630.00, due on the first of each month, in advance. The tenants paid a \$1750.00 security deposit. The landlord has returned all but \$319.25 of it, the exact amount of this claim.

The parties' agents conducted a move out inspection on June 28, 2018. There is disagreement about who was in a hurry and who wasn't, and about why all of the

interior was not mutually inspected. I am satisfied that each side had a reasonable opportunity to view the entire property and enshrine its condition either in a report or by photographic evidence.

It is apparent that in or around June 28, the tenants informed the landlord that they did not have or could not locate the keys. The landlord hired a locksmith to change the locks on or about June 28, in order, says Ms. J.Y., to secure the premises.

It is clear that the tenants were not denied access by this act. The tenants' cleaner continued to come into the property, using the numerical combination lock on the back door, with an updated number code given by the landlord.

The landlord's representative presented pictures of the back yard, an area within the exclusive possession of the tenants. It is clear that weeds have grown up in the cracks of the concrete patio and walkway and on the ground below the shrubbery.

### Analysis

#### Keys

I am satisfied that once the tenants informed the landlord that they did not have the keys (five were issued at the start of the tenancy) the landlord was justified in arranged for a re-keying. Of note, the tenants were not dispossessed by the re-keying. They continued to have access, though they had moved out of the country.

I do not accept that the plastic cup full of keys described by Mr. J.N. contained a key to the front door. I consider it most likely that such an agglomeration of keys was composed of old forgotten or useless keys.

The tenants were obliged to return the original five keys issued to them at the start of the tenancy. They did not and indicated that they could not and so the landlord is entitled to the cost of re-keying. I award her \$89.25 as claimed, as a reasonable cost.

#### Weeding

As the tenants were entitled to exclusive possession of the back yard, they were responsible to keep it in order. That obligation includes pulling weeds, no matter condition the back yards of the other homes in the neighbourhood might look like.

I find that the yard needed a thorough weeding. At the same time, I consider the \$230.00 paid by the landlord for a gardener to be in excess of what the pictures show the yard required. I consider it likely that the gardener performed additional tasks like pruning as part of the cost.

In all the circumstances I award the landlord \$130.00 for weeding.

### Conclusion

The landlord is entitled to a monetary award of \$219.25 plus recover of the \$100.00 filing fee for this application. I authorize the landlord to retain the \$319.25 the landlord still holds, in full satisfaction of the award.

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 09, 2018

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Residential Tenancy Branch