



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

RP and FFT

### Introduction

This hearing was convened in response to the Tenants' Application for Dispute Resolution, in which the Tenants applied for an Order requiring the Landlord to make repairs to the rental unit and to recover the fee for filing this Application for Dispute Resolution.

The male Tenant stated that on July 26, 2019 the Dispute Resolution Package and evidence the Tenants submitted to the Residential Tenancy Branch in July of 2019 were personally served to the Landlord. The Landlord acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On September 13, 2019 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was personally served to the Tenants on September 13, 2019. The Tenants acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

On September 08, 2019 the Tenants submitted color photographs to the Residential Tenancy Branch. The male Tenant stated that black and white copies of these photographs were personally served to the Landlord on September 13, 2019. The Landlord acknowledged receipt of these photographs but he stated they are not very clear, due to the fact they are black and white copies.

Rule 3.7 of the Residential Tenancy Branch Rules of Procedure stipulate that to ensure a fair, efficient and effective process, identical documents and photographs, identified in the same manner, must be served on each respondent and submitted to the Residential Tenancy Branch. As the photographs the Tenants submitted to the Residential Tenancy Branch are color photographs and the photographs served to the Landlord are

not in color, I find that identical photographs were not served to the Landlord. I therefore am unable to accept these photographs as evidence.

The parties were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each party affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

### Issue(s) to be Decided

Is there a need for me order the Landlord to make repairs?

### Background and Evidence

The Landlord and the Tenants agree that:

- the Tenants were living in the rental unit prior to the Landlord purchasing the property; the parties signed a tenancy agreement for a tenancy that began on March 01, 2017;
- the Tenants live in the upper portion of the residential property;
- other people live in the lower portion;
- the Tenants are required to mow the rear lawn;
- the Landlord has provided the Tenants with a lawn mower and two extension cords.

The male Tenant stated that he needs a third extension cord in order to be able to mow the entire back yard. The Landlord stated that he thinks the two extension cords already provided are adequate. The Tenants are seeking an Order requiring the Landlord to provide a third extension cord.

The Tenants are seeking an Order requiring the Landlord to finish cleaning the exterior windows in the rental unit and for an Order requiring the Landlord to clean the exterior windows on a regular basis. In support of this claim the male Tenant stated that:

- the Landlord had the exterior windows cleaned in late August or early September;
- prior to that cleaning the exterior windows had not been cleaned since the Landlord purchased this rental unit;
- the window cleaners could not clean one window because it was covered by a plant;
- after the windows were cleaned the plant covering the window was trimmed; and
- the window behind that plant can now be trimmed.

In response to this claim for window cleaning the Landlord stated that:

- the plant covering the window was trimmed on August 26, 2019;

- the windows were cleaned on August 26, 2019; and
- he believes the professional window cleaners cleaned all of the windows.

In response to this claim for window cleaning the Advocate for the Landlord stated that:

- English is not the Landlord's first language;
- he is helping the Landlord today, in part, because the Landlord does not understand English very well; and
- based on his previous conversations with the Landlord, he thinks the windows were cleaned two or three days before the plant in front of the window were trimmed.

The Tenants are seeking an Order requiring the Landlord to complete regular lawn maintenance, which includes trimming bushes/trees, weeding the gardens, and clearing the yard of debris. In support of this claim the male Tenant stated that:

- the Landlord allowed the front yard to become very overgrown since the property was purchased;
- in late August or early September of 2019 the Landlord arranged to have the yard maintained; and
- the Tenants are satisfied with the current condition of the yard, as depicted in the photographs submitted by the Landlord;
- the Tenants want the Landlord to be maintained at the current standard;
- he estimates that the garden should be weeded weekly during the summer to maintain the current standard.

The Advocate for the Landlord stated that:

- the front yard had become overgrown since the property was purchased by the Landlord;
- the yard is currently in good condition;
- the standard being accepted by the Tenants is not realistic; and
- the Tenants have the right to weed the gardens if they want to maintain them at higher standards.

The Tenants are seeking an Order requiring the Landlord to repair a window in a shed on the property. In support of this claim the male Tenant stated that:

- the previous landlord allowed them to use this shed for storage;
- the current tenancy agreement does not specify that they can use the shed;
- the current Landlord did not tell them they could use the shed;
- a window in the shed fell out in 2018; and
- there is no lock on the shed.

The Advocate for the Landlord stated that:

- the Tenants are not prohibited from using the shed;
- the shed was not provided as a term of the tenancy agreement; and
- the Landlord does not wish to fix the shed.

At the hearing the Tenants withdrew the application for an Order requiring the Landlord to fix a bathroom window lock and to repair fallen hydro lines.

### Analysis

On the basis of the undisputed evidence I find that the Tenants are required to mow the rear lawn as a term of this tenancy and that the Landlord is to provide the equipment needed for mowing the lawn. I accept the male Tenant's testimony that a third extension cord is required to mow the lawn and **I therefore Order the Landlord to provide the Tenants with a third extension cord.** I find that the Tenant's testimony in this regard is more reliable than the Landlord's testimony that two extension cords are adequate, as the Tenants are the parties who regularly mow the lawn and are, therefore, better able to determine the necessary tools. **In the event the Landlord fails to provide an additional extension cord by November 30, 2019, I authorize the Tenants to reduce one monthly rent payment by \$50.00 for the purpose of purchasing a new cord.**

Section 32(1) of the *Act* requires landlords to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and, having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Residential Tenancy Branch Policy Guideline #1, with which I concur, stipulates that a landlord is responsible for cleaning exterior windows "at reasonable intervals". I find that cleaning exterior windows annually is reasonable.

On the basis of the undisputed evidence I find that the Landlord had most of the exterior windows cleaned on August 26, 2019.

On the basis of the testimony of the male Tenant, I find that one window in the living room was not cleaned on August 26, 2019 because at the time of the cleaning that window was partially covered by plant that had not yet been trimmed. I favour the testimony of the male Tenant in this regard, over the testimony of the Landlord who stated that he believed all windows had been cleaned, because the Tenant's testimony was corroborated by the testimony of the Advocate for the Landlord, who stated that the bushes were timed after the windows were cleaned.

As the one window in the living room has not been recently cleaned, I **Order the Landlord to make arrangements to clean the exterior of the window in the living room. In the event the Landlord fails to have this window cleaned by October 31, 2019, I authorize the Tenants to reduce one monthly rent payment by \$50.00, which is intended to compensate them for living with the dirty window and/or cleaning it themselves.**

**I further Order the Landlord to clean the exterior windows of the rental unit on an annual basis. In the event the Landlord fails to have the exterior windows cleaned in 2020 by August 31, 2020, I authorize the Tenants to reduce one monthly rent payment by \$160.00, which is the amount the Landlord paid to have the windows cleaned in 2019. In the event the Landlord fails to have the windows cleaned by August 31<sup>st</sup> of any subsequent year, I authorize the Tenants to reduce one monthly rent payment by \$160.00.**

Residential Tenancy Branch Policy Guideline #1, with which I concur, stipulates that the landlord is responsible for cutting grass, shovelling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of manufactured home parks. Although this is a multi-unit residential complex, I find that the Tenants are responsible for mowing the rear lawn, as they agreed to do so as a term of the tenancy. I find, however, that the Landlord is responsible for weeding flower beds in this multi-unit complex. I **therefore Order that the Landlord arrange to have the flower beds weeded once per month between May and September of each year. In the event the Landlord fails to comply with this Order, I authorize the Tenants to reduce one monthly rent payment by \$50.00 in compensation for each month in which the beds are not weeded.**

Residential Tenancy Branch Policy Guideline #1, with which I concur, stipulates that the landlord is generally responsible for major projects, such as tree cutting, pruning and insect control. I therefore find that the Landlord is responsible for trimming bushes and trees on the property. I **therefore Order that the Landlord arrange to trim bushes and trees on the property once per year. In the event the Landlord fails to comply with this Order by the September 31, 2020, I authorize the Tenants to reduce one monthly rent payment by \$100.00. In the event the Landlord fails to comply with this Order by the September 31<sup>st</sup> of any subsequent year, I authorize the Tenants to reduce one monthly rent payment by \$100.00.**

On the basis of the undisputed evidence I find that the shed on the residential property was not provided to the Tenants as a term of the tenancy agreement, although the Landlord is not preventing them from using it if they choose to do so. As the shed is not provided as a term of the tenancy agreement, I find that the Landlord is not obligated to maintain or repair the shed. I therefore dismiss the Tenants' application for an Order requiring the Landlord to repair the shed.

I find that the Tenants' Application for Dispute Resolution has merit and that the Tenants are entitled to compensation, in the amount of \$100.00, for the cost of filing this Application for Dispute Resolution.

### Conclusion

The Landlord is required to comply with all of the Orders made in this decision.

I authorize the Tenants to reduce one monthly rent payment by \$100.00 in compensation for the fee paid to file this Application for Dispute Resolution.

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: September 23, 2019

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Residential Tenancy Branch