



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

The landlords apply for a monetary award for cleaning and repair of the rental premises, particularly the front lawn.

The listed parties attended the hearing 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 rental unit reasonably clean, and undamaged except for reasonable wear and tear, as required by s. 37 of the *Residential Tenancy Act*?

Background and Evidence

The rental unit is a six bedroom house. The participants at the hearing seemed to agree that this tenancy started in June 2014, though they produce a tenancy agreement showing the two tenants then to be persons other than the respondents in this application. Nevertheless, these respondents each were or later became occupants of this large home and, in the fall of 2017 a new tenancy agreement was created in order to list the home's current occupants and in light of the landlords taking back management of the rental unit from a property management company.

The 2017 agreement listed all the respondent tenants plus Mr. S.S. (who was not named as respondent in this proceeding). The tenancy was to “start” October 1, 2017 at a rent of \$3268.42 per month for a one year term and then month to month unless otherwise agreed. It appears that the \$1475.00 pet damage deposit from the 2014 agreement was returned and the new tenants topped up the 2014 \$1475.00 security deposit to the amount of \$1634.21. The landlords still hold the deposit.

The landlords indicate the parties agreed that the original 2014 move-in condition report would be adopted for the October 2017 tenancy.

The tenancy ended June 1, 2019.

The landlords claim that the premises had a beautiful and healthy lawn at the start of the tenancy but that the tenants failed to maintain the lawn by cutting, watering and weeding. They say that due the tenants’ lack of care the front lawn died. They have provided photos from 2014 and on into 2019 and the day of move-out.

They produce a gardener’s estimate of \$3885.00 to repair and restore the lawn by installing new turf in the front yard. The landlords have not yet taken this remedial step and have re-rented the house to new tenants.

They say they also had to paint an area of wall and claim \$40.28 for the paint. The tenants admit to this item of the claim.

The landlords also claim \$53.39 for replacement of a broken window blind, which the tenants argue wasn’t installed correctly and is “reasonable wear and tear” and therefore not their responsibility.

Last, the landlords claim \$157.50 for cleaning various areas of the house.

The tenants argue the tenancy agreement only says they must “mow” the lawn, not water, weed or fertilize it and it is not their failure to mow that caused its current condition. As well, they hired a professional lawn care person at the end of the tenancy who reseeded, fertilized and watered the lawn and that is all they needed to do.

They dispute the cleaning charges and refer to the bill of a professional cleaner they paid \$373.80 to clean the rental unit at the end of the tenancy. As well they produce a carpet cleaner bill of \$186.41 from the end of the tenancy.

Analysis

The Lawn

The evidence shows that the lawn was overgrown when this tenancy started. The landlords' photos, purporting to be dated June 18, 2014, eighteen days after the start of the tenancy, show the lawn in the back yard to be over 30 cm in places. The side yard lawn is so overgrown it gives the appearance of a field.

Nevertheless, regardless of the move-in condition of the yard, the tenants were responsible to leave it in a reasonable condition.

It is apparent that the tenants were woefully neglectful in their contractual obligation to mow the lawn. Photos show that at times it was completely overgrown and, one would think, well beyond the mowing power of a normal lawnmower. Very occasionally, the landlords would pass by and then contact the tenants to remind them to mow or threaten to hire someone to do it for them.

The landlords' photos after the end of the tenancy show a front yard that has been recently mowed to reveal many bare spots, dry or dead areas and numerous invasive plants (that is, plants that do not appear to be grass).

The 2017 tenancy agreement addendum provides that the tenants were responsible "for the mowing the lawn, upkeep of the garden and cleaning of show as per municipal bylaws."

I interpret this provision to mean that the tenants were required to "upkeep" the garden and not to "upkeep" the lawn. Otherwise, the agreement would have said something like "upkeep the lawn" or "maintain the lawn."

I consider the word "upkeep" as it is used in this agreement to mean: to take the steps normally required to keep a garden in a reasonable state of health and free of weeds

having regard to the season. Those would include steps such as watering, weeding and possibly fertilizing the garden.

I find that the tenants did not have a similar duty regarding the lawn. Their duty was defined by the addendum (prepared by the landlords) to be to mow the lawn. That excluded any obligation on the tenants to do more than mow it, such as to water, weed or fertilize it.

The landlords have not shown that the tenants' failure to mow the lawn was the cause of its current condition. That condition may equally have been the result of a lack of water or weeding or fertilizing. It may be a result of a combination of those normal upkeep steps.

In all the circumstances I find that the tenants' efforts to restore the lawn at the end of the tenancy were sufficient to satisfy any obligation they might have had for the failure to mow the lawn with proper frequency over this tenancy.

I dismiss this item of the claim.

Cleaning

Notwithstanding the cleaning done by or for the tenants before move out, the landlords' photos show that various areas were overlooked, particularly areas like the baseboards had not been wiped despite obvious dust and debris, the fan above the stove and the top of the fridge had not been wiped. Despite the landlord's photos I do not consider the window screen to have required extra cleaning.

In all the circumstances I award the landlords \$50.00 for cleaning these items.

Window Blind

This item was broken. The tenants' opinion that it broke due to reasonable wear and tear appears to be nothing more than their opinion. I award the landlords \$53.39 as claimed.

Conclusion

The landlords are entitled to a monetary award of \$143.67. I award them recovery of \$50.00 of the filing fee, given their divided success. I authorize them to retain the total of \$193.67 from the security deposit they hold. The tenants will have a monetary order against the landlords for the deposit remainder of \$1490.54

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 29, 2019

Residential Tenancy Branch