



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding 1238976 B.C. LTD. and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      RP FFT

### Introduction

On May 4, 2021, the tenants filed an application for dispute resolution pursuant to sections 32 and 62 of the *Residential Tenancy Act* ("Act"). In addition, the tenants seek to recover the cost of the application filing fee under section 72 of the Act.

Two tenants and an agent for the corporate landlord attended the hearing. No service issues were raised, and Rule 6.11 of the *Rules of Procedure* was explained.

Relevant evidence, complying with the *Rules of Procedure*, was carefully considered in reaching this decision. However, only relevant oral and documentary evidence needed to resolve the specific issues of this dispute and explain the decision, is reproduced.

### Issues

1. Are the tenants entitled to an order under the Act?
2. Are the tenants entitled to recover the cost of the filing fee?

### Background and Evidence

The parties seek an answer to the following question: who is responsible for mowing the lawn and trimming the hedge?

The tenancy began many years ago, before the current landlord took ownership of the property on April 1, 2021. There is a written tenancy agreement for a tenancy that began on March 16, 2015. Four years later, a second written tenancy agreement was brought into effect on March 15, 2020. Copies of both tenancy agreements are in evidence.

The rental unit is one of two duplexes in the property. In the back of the property there is a lawn that is shared between the tenants of the duplex. Photographs of the lawn and backyard were provided into evidence.

Neither agreement includes a term or a clause that speaks to lawn mowing or hedge trimming. The tenants testified that it was their understanding that despite a new owner (that is, a new landlord) there would be no changes to the tenancy agreement.

The tenants contacted the landlord's representative (the agent who attended this hearing) and sought to have the landlord take care of the lawn maintenance. It was the tenants' evidence that the previous landlord took care of the lawn maintenance. However, the new landlord was of the opinion that it was not their responsibility to undertake lawn mowing and hedge trimming. After a few months of back and forth with the landlord's representative, the landlord came and "took care of the lawn" on or about July 6, 2021. The tenants added that they have no capacity to do the lawn maintenance, as they do not own a lawnmower. In respect of their expectations for lawn maintenance and taking into consideration that it is heavily dependent on the weather and time of year, the tenants explained that in the past the lawn was mowed about once a month. In colder months, it was mowed less frequently.

Both parties made frequent reference to *Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises* and provided their respective arguments in respect of who is ultimately responsible. This guideline will be examined more closely in the Analysis portion of this decision, below.

The landlord's representative (the "landlord" for brevity) testified that, based on the tenancy agreement, there is no requirement or mention of the lawn maintenance being something that the landlord is required to undertake. However, the representative went over the various sections of the above-noted policy guideline and argued that required lawn maintenance is only required when there is a "multi-unit" property, and not, as is the present case, a duplex. In the end, however, the landlord also seeks some clarity on whose responsibility the lawn mowing and hedge trimming it is.

In a brief rebuttal, the tenants argued that the definition of a multi-unit property ought to include a duplex. In response, the landlord argued that such a definition ought to, or more likely, includes multi-unit apartment buildings, of which this property is not.

## Analysis

[Section 32](#) of the Act sets out tenant and landlord responsibilities in respect of repairs and maintenance to a rental unit. This is the section under which the tenants made their application, though, to be fair, the narrow issue of who is ultimately responsible under the tenancy to mow the lawn and trim the hedge cannot effectively be decided with the application or interpretation of this section.

Thus, and for that reason, I will instead turn to [section 62](#) of the Act, which states that an arbitrator may “make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.”

[\*Residential Tenancy Policy Guideline 1. Landlord & Tenant – Responsibility for Residential Premises\*](#) (dated March 12, 2012) and hereafter the “policy” is the residential tenancy policy in respect of a landlord’s and a tenant’s obligations and responsibilities as they relate to routine maintenance and upkeep of a property. Both parties made extensive arguments and submissions regarding the interpretation of this policy.

Page 7 of the guideline sets out six paragraphs under the heading of “Property Maintenance.” Paragraphs three to six, inclusive, speak to the issue at hand. These paragraphs read as follows:

3. Generally the tenant who lives in a single-family dwelling is responsible for routine yard maintenance, which includes cutting grass, and clearing snow. The tenant is responsible for a reasonable amount of weeding the flower beds if the tenancy agreement requires a tenant to maintain the flower beds.
4. Generally the tenant living in a townhouse or multi-family dwelling who has exclusive use of the yard is responsible for routine yard maintenance, which includes cutting grass, clearing snow.
5. The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.
6. 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.

The rental unit is a duplex. A duplex is defined as “a house or other building so divided that it forms two dwelling-places” (“duplex, n.”. OED Online. September 2021. Oxford

University Press). Thus, I would interpret a “single-family dwelling” to exclude a house that is a duplex. It follows, then, that the policy requirement of a tenant to be responsible for routine yard maintenance, including cutting grass, cannot apply in the present case.

The tenants gave evidence, which the landlord did not dispute, that the lawn in question is shared with the occupants residing in the other half of the duplex. In other words, the tenants cannot be found to have exclusive use of the yard, as contemplated by paragraph 4 of the policy. As an aside, while it could be said that a duplex may be considered a multi-family dwelling, it nevertheless remains that the lawn is not used exclusively by the tenants. It therefore follows that the tenants cannot be considered responsible for routine yard maintenance, including cutting grass, as set out in this section of the policy.

Last, we turn to paragraph 6 of this section of the policy. This section makes it a landlord’s responsibility to cut grass (and, presumably trim hedges, though hedge trimming does not appear anywhere in the policy) where the property is a multi-unit residential complex. Whether a “multi-unit” residential complex includes a duplex is the difficult interpretation before us. The landlord argued that this noun means an apartment building-style property and does not include a duplex. Conversely, the tenants submit that the noun multi-unit residential complex very much includes duplexes.

The combining form “multi-” is commonly understood to mean many, multiple, much, or more than two. And it is not lost on me that the additional nouns of “residential complex” suggest some sort of property of an apartment-like building, rather than a simple duplex. However, a policy such as this must ultimately be found to either apply to a party or not. Either the tenant is responsible, or the landlord is responsible, and it would not serve either party for there to exist a grey area in which neither knows their respective responsibilities.

Paragraphs 3 and 4, when interpreted based on the facts of this case, lead me to find that the tenants are not responsible for lawn cutting and hedge trimming. Thus, if the tenants are not responsible then it follows that the landlord is responsible. Further, the only descriptors, or nouns as it were, used in this policy are “single-family dwelling,” “townhouse,” “multi-family dwelling,” and “multi-residential complex.” The rental unit is not a single-family dwelling, the tenants do not have exclusive use of the yard, and, while it may be an interpretative stretch to say that “duplex” falls within the meaning of multi-unit residential complex, the absence of a tenant responsibility for cutting the lawn under either paragraph 3 and 4 leads me to find that the landlord is responsible for cutting the lawn and trimming the hedges.

Given all of the above, then, it is my finding and subsequent order, pursuant to section 62 of the Act, that the landlord is, in respect of this tenancy, responsible for mowing the lawn and trimming the hedges. The frequency of such mowing and trimming, however, is left to the discretion of the parties. I have no doubt that the parties, who appear to have a cordial landlord-tenant relationship, can reach a reasonable agreement on frequency.

Having made a finding in favour of the tenants' application, the tenants' claim for recovery of the filing fee is granted under section 72 of the Act. To this end, the tenants are authorized to make a one-time deduction of \$100.00 from their next rent payment in satisfaction of this claim.

### Conclusion

The tenants' application is granted.

This decision is made on delegated authority under section 9.1(1) of the Act.

Dated: September 10, 2021

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Residential Tenancy Branch