



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy dated October 1, 2015. The tenant, the landlord and the landlord's agent participated in the teleconference hearing.

The landlord received the tenant's application, her amended application and her evidence. The tenant received all of the landlord's evidence except their last package of evidence, which they stated that they posted on the rental unit door on December 3, 2015. I therefore did not admit or consider that evidence. Both parties were given full opportunity to give affirmed testimony and present their admissible evidence. I have reviewed all testimony and other admissible evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Preliminary Issue – Notice to End Tenancy for Unpaid Rent

The landlord served the tenant with a notice to end tenancy for unpaid rent on December 7, 2015. I informed the parties that the tenant had until December 12, 2015 to pay the outstanding rent.

Issue(s) to be Decided

Is the notice to end tenancy for cause valid?
If so, is the landlord entitled to an order of possession?

Background and Evidence

On October 1, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated that the reasons for ending the tenancy were that the tenant (1) seriously jeopardized the health or safety or lawful right of another occupant or the landlord; and (2) put the landlord's property at significant risk.

Landlord's Evidence

The landlord stated that the tenant has a trampoline on the rental property that she has refused to remove. The landlord stated that their insurer informed them that they will not insure the property unless the trampoline is removed. The landlord submitted some literature that points out the safety hazards of trampolines. They also submitted photographs of the tenant's trampoline, which appears to be very deteriorated and not properly stabilized. The landlord stated that the yard on the rental property is fully open to the public, and the landlord has personally seen kids on the trampoline without the tenant supervising.

Tenant's Response

The tenant stated that she is not disturbing other occupants of the landlord with the presence of the trampoline. The tenant stated that the only child she allows on the trampoline is her daughter. The tenant stated that the one time that other kids were on the trampoline she spoke to the parents. The tenant submitted that according to her interpretation of the insurer's letter, the insurer was stating only that they would not cover the trampoline, and therefore it was only an insurance issue for her, not for the landlord.

In the hearing the landlord orally requested an order of possession that would be effective December 31, 2015.

Analysis

Upon consideration of the evidence, I find that the notice to end tenancy for cause is valid, on the basis that the tenant has put the rental property at significant risk. I accept the landlord's evidence that their insurer told them they would not insure the rental property at all if the trampoline was not removed. If the landlord cannot insure the rental property, and in particular if they cannot insure against injuries on the tenant's trampoline, the landlord's property is put at significant risk.

Because I find the notice valid and the landlord orally requested an order of possession in the hearing, I must grant the order of possession. Accordingly, I grant the order of possession.

Conclusion

The tenant's application to cancel the notice to end tenancy for cause dated October 1, 2015 is dismissed.

I grant the landlord an order of possession effective December 31, 2015. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia 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: December 11, 2015

Residential Tenancy Branch

