



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding DOGWOOD HOLDINGS SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FF, O

### Introduction

This hearing dealt with an application by the landlord seeking “other” remedy under the Act and the recovery of the filing fee pursuant to Section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The tenant did not submit any documentation for this hearing. Both parties gave affirmed testimony.

### Issues to be Decided

Is the landlord entitled to an order from the branch to remedy the issue?  
Is the landlord entitled to the recovery of the filing fee?

### Background and Evidence

The landlords’ agent gave the following testimony. The tenancy began on or about March 2010. Rent in the amount of \$292.00 is payable in advance on the first day of each month. The agent testified that they began running this building in September 2015. The agent testified that inspections were carried out of each unit and found the subject unit had breached one of the agreed upon rules. The agent testified that the tenant erected wood panels to the balcony railing which was in contravention of the rules and regulations of the building. The agent testified that verbal requests along with three written requests were ignored by the tenant. The agent testified that other tenants have complained about the look of this wood panelling on the side of the railing.

The agent testified that the owners wish to keep a uniform and neat appearance for the building. The agent testified that the tenant has hammered in large nails compromising the structure. The agent testified that the enclosed and blocked off balcony is also causing a security and safety hazard. The agent requests an order to have the tenant remove the panels.

The tenant gave the following testimony. The tenant testified that the panels are there so that wind, rain and debris are blocked off from coming onto his balcony. The tenant

testified that he likes to smoke on the patio in a covered and protected area. The tenant testified that the panels are an upgrade and improve the look of the patio.

### Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the landlord's claim and my findings around each are set out below.

The landlord has provided documentation to support their position that "*Tenant is not allowed to attach anything to the exterior wall, roof, window, windowsill, floor, fence or railing*", as noted in the rules and regulations for the building. I find that the tenant is in contravention of this rule.

Based on the above I order that the tenant remove the wood panels from their balcony by no later than 5:00 p.m. on December 12, 2016.

The landlord is also entitled to recovery of the \$100.00 filing fee. I grant the landlord an order under section 67 for the balance due of \$100.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The tenant must remove the panelling from his balcony by 5:00 p.m. on December 12, 2016. The landlord is granted a monetary order of \$100.00.

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: November 21, 2016

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Residential Tenancy Branch