



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OL, FFL

### Introduction

On July 24, 2018, the Landlord applied for a Dispute Resolution proceeding seeking an Order for the Tenant to use a different woodshed, to provide a key to the rental unit to the Landlord, and to have a trampoline removed from the property.

The Landlord and Tenant both attended the hearing, although the Tenant dialled into the hearing twenty minutes after it commenced. Both parties provided a solemn affirmation.

The Landlord submitted that he was now in possession of a key to the rental unit so he was no longer pursuing relief sought for this item on his Application. As such, I dismiss this issue in its entirety.

The Landlord advised that he served the Tenant the Notice of Hearing package and evidence by hand on July 24, 2018 with a witness. However, the Tenant advised that she received this package by mail on July 27, 2018. Regardless of how she was served the Notice of Hearing package and evidence, the undisputed evidence is that she received this and that she attended the hearing. In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Tenant was served the Landlord's Notice of Hearing package and evidence.

Both parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Landlord entitled to an Order that the Tenant use a different woodshed?
- Is the Landlord entitled to an Order that the Tenant stop using a trampoline?
- Is the Landlord entitled to recover the filing fee?

### Background and Evidence

Both parties agreed that the tenancy started on August 1, 2017 and rent was established at \$1,650.00 per month, due on the first day of each month. A security deposit of \$825.00 was also paid.

The Landlord advised that the Tenant had been using a woodshed next to the structure that he lived in; however, he constructed a new woodshed for her to use that was closer to the rental unit and more convenient. He wanted the old woodshed for his use and provided the new woodshed for the Tenant's use; however she would not move her wood to the new location.

The Tenant advised that she had no problem using the new woodshed but did not have time to transfer the wood from the old shed to the new shed by herself. As well, she stated that the Landlord advised her that she could not have the wood delivered to the new wood shed as no vehicles would be allowed to be driven on the property up to the new wood shed. Consequently, she has had to cancel deliveries of wood.

With respect to the trampoline issue, the Landlord stated that the Tenant brought a trampoline onto the property and his insurance company advised him that he could be liable for any injuries if the Tenant did not have the proper insurance. He stated that the trampoline is not assembled fully and has no safety netting. He stated that there is a term in the tenancy agreement which requires the Tenant to carry liability insurance but she has not purchased any as of yet. He submitted that she will not remove the trampoline either.

The Tenant acknowledged that the trampoline is not assemble correctly and advised that she would rectify this issue. She also stated that the trampoline is not used by anyone unsupervised. She submitted that she will not get insurance until the Landlord shows her that insurance is required.

### Analysis

As stated during the hearing, there are no provisions under the *Act* which pertain to these issues and as such, I am not able to issue the Orders that the Landlord is seeking. In speaking to both parties, it was clear that there has been a communication issue that has prevented both parties from being able to remedy this situation.

The Landlord and Tenant discussed the issue with respect to the woodshed and they both agreed that they would establish a time that they could both work together to move the Tenant's wood to the new woodshed. Furthermore, the Landlord agreed that the Tenant could have vehicles driven on the property to deliver wood to the new woodshed.

With respect to the issue of the trampoline, the Tenant advised that she would construct the trampoline properly so that it was safer. The Tenant was cautioned that if the Landlord's term in the tenancy agreement required her to have the appropriate insurance, the Landlord may attempt to serve a notice to end the tenancy if the issue was not corrected after a written warning. The Tenant and Landlord agreed to discuss this matter further and come to an amenable solution.

As the *Act* has no jurisdiction over these issues, I have declined to make any Orders. Furthermore, as the Landlord was not successful in his claims, I find that the Landlord is not entitled to recover the \$100.00 filing fee paid for this application.

### Conclusion

I decline to hear this matter as I have no jurisdiction to consider the issues in this Application.

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 17, 2018

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Residential Tenancy Branch