

DECISION

Dispute Codes RPP, OLC

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking orders to have the Landlords comply with the Act or tenancy agreement, and for the return of the Tenant's personal property.

The Tenant served the Landlords personally, and by serving an Agent for the Landlord, with the Application for Dispute Resolution and Notice of Hearing on August 14, 2009. I find the Landlords were duly served under the Act. Despite this, the Landlords did not attend the hearing.

Issues(s) to be Decided

Is the Tenant entitled to the relief sought?

Background and Evidence

The Tenant moved into the rental unit in June of 2009. She parked her vehicle in an unoccupied stall, with the permission of the occupant of the rental unit to which the stall was assigned, and with the permission of the property manager for the Landlord.

The property manager left the building and a new property manager took over.

The Tenant's vehicle was towed away and impounded at the direction of the new property manager.

According to the affirmed and uncontradicted testimony of the Tenant, there was no notice given to her that the vehicle was parked incorrectly or illegally. There was also no notice given that the car was going to be towed.

Analysis

Based on the foregoing, the uncontradicted testimony and evidence, and on a balance of probabilities, I find that the Landlords are in breach of the Act.

The Landlords had no right or authority to remove the vehicle of the Tenant under the Act. Furthermore, to remove a vehicle without Notice or warning, indicates a high-handed and aggressive action contrary to the spirit of the Act and the common law.

Therefore, I order the Landlords to immediately return the vehicle of the Tenant to the parking space from where it was removed, at no monetary cost to the Tenant.

Simply put, the Landlords must pay the full cost of towing, impounding the vehicle and returning it to the parking space from where it came.

I further order that the Tenant may withhold all rent payable to the Landlords until the vehicle is returned in accordance with the above order. Once the vehicle is returned the Tenant will pay all rent due at the full monthly rent.

Conclusion

The Landlords illegally had the Tenant's vehicle towed. The Landlords must return the vehicle without charge to the Tenant.

The Tenant may withhold paying rent until the vehicle is returned, and then will pay all rent due to the Landlords.

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: August 25, 2009.

Dispute Resolution Officer