



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MT, CNR, O

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant for more time to dispute a notice to end tenancy than provided by the *Residential Tenancy Act*, for an order cancelling a notice to end tenancy for unpaid rent, and for an order that the landlord allow the tenant or the tenant's guests to park in the driveway for the purposes of unloading groceries and other items.

The tenant and an agent for the landlord attended the hearing, and each gave affirmed testimony. The parties were given the opportunity to question each other about the application and the testimony provided, all of which is considered in this Decision.

Issue(s) to be Decided

- Should the tenant be permitted more time than permitted by the *Residential Tenancy Act* to dispute a notice to end tenancy?
- Should the notice to end tenancy be cancelled?
- Should the landlord be ordered to allow the tenant to park in the driveway for the purposes of unloading groceries and other items?

Background and Evidence

The landlord's agent testified that the tenant moved into the rental unit in February, 2014 and still resides there. Rent in the amount of \$750.00 per month is payable in advance on the 1st day of each month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$375.00 which is still held in trust by the landlord, and no pet damage deposit was collected.

The landlord's agent further testified that the tenant has been continuously late paying rent. No rent has yet been received for the months of October or November, 2014 and the tenant is currently in arrears the sum of \$1,500.00.

The landlord served the tenant with a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities on October 4, 2014 by posting it to the door of the rental unit. A copy of the notice has been provided, and it is dated October 1, 2014 and contains an expected date of vacancy of October 11, 2014 for unpaid rent in the amount of \$750.00 that was due on October 1, 2014. No rent has been paid since the issuance of the notice.

The landlord's agent also testified that the parties had discussed at the outset of the tenancy that the driveway was not for the tenant's use, and the tenant didn't have a vehicle. The parties had also discussed that if the tenant or the tenant's guests needed to unload groceries or other items they would be welcome to park there for that purpose and then were expected to move the vehicle to the road. On one occasion, the tenant's guests parked in the driveway and didn't return to move the vehicle, and the landlord's daughter had to go to work. The landlord's daughter had to knock on the tenant's door and ask that the vehicle be removed. On another occasion, the landlord's daughter told the tenant to park on the road.

The tenant testified that she has been trying to get the rent together and also has advocates assisting her. She is working toward getting a crisis grant, a rent loan and assistance for diabetes. The tenant agrees that rent is owed for October and November, 2014. Sources have assured the tenant that the rental arrears and December's rent could be paid by December 1, 2014. The tenant asks for more time to come up with the rent money.

The tenant also denies that her guests have parked in the driveway for longer than it takes to unload groceries, and asks for an order that the landlord allow the tenant to use the parking spot for unloading.

Analysis

The *Residential Tenancy Act* states that a tenant must dispute a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities within 5 days of receipt. The landlord testified that the notice was served by posting it to the door of the rental unit on October 4, 2014. Notices served by posting to the door are deemed to have been served 3 days later, which would be October 7, 2014. The tenant filed the application for dispute resolution on October 10, 2014, which is within the 5 day period, and therefore, no further time is needed, and the tenant's application for more time to dispute the notice is dismissed.

The *Act* also states that a tenant must pay rent when it is due. The tenant agrees that rent has not been paid for October or for November, 2014.

I have reviewed the notice, and I find that it is in the approved form and contains information required by the *Act*, and I find no reason in law to cancel it. A promise to pay rent is not a defence to failure to pay it when it is due. The tenant's application therefore must be dismissed.

Neither party has provided me with a copy of the tenancy agreement, however the tenant does not dispute that parking is not included in the rent. I find that the tenant has not established that the landlord should be ordered to allow the tenant's guests to park on the driveway, and that the landlord has allowed it for unloading groceries. The tenant's application is therefore dismissed.

Conclusion

For the reasons set out above, the tenant's application is hereby dismissed in its entirety without leave to reapply.

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 24, 2014

Residential Tenancy Branch

