



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, CNC, MNSD, O, OPC

### Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant and one brought by the landlords. Both files were heard together.

The landlord's application is a request for an Order of Possession based on a Notice to End Tenancy given for cause, a request to retain the full security deposit and a request for recovery of the \$50.00 filing fee.

The tenant's application is a request to cancel a Notice to End Tenancy that was given for cause and a request for recovery of the \$50.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed.

Issue(s) to be Decided

First of all it is my decision that I will not deal with all the issues that the applicant has put on the application. For claims to be combined on an application they must related.

Not all the claims on the landlord's application are sufficiently related to the main issue to be dealt with together.

I therefore will deal with the request to cancel or uphold the Notice to End Tenancy, and whether or not to issue an Order of Possession and I dismiss the request to retain the security deposit with leave to reapply.

Background and Evidence

This tenancy began on October 15, 2008, however the most recently signed tenancy agreement was signed on 1 September 2014.

Clause 20 in the tenancy agreement includes the following statement:

- the parking areas are to be occupied by vehicles which are in operating condition, currently licensed, and insured for on road operation.

On March 23, 2015 the landlord served the tenants with a breach letter that stated the following:

- the red Ford Mustang in stall number four is currently uninsured and must have either storage or road insurance on it while on the property, please provide a copy of either insurance by March 31, 2015.

On April 12, 2015 the landlord again discovered that the Mustang parked on the property was not insured and therefore at that time the landlord gave the tenants a one month Notice to End Tenancy for breach of a material term of the tenancy agreement.

The landlord is therefore requesting an Order of Possession based on that notice.

The tenants testified that after receiving the breach letter from the landlord they removed one of the vehicles on March 24, 2015, and therefore by March 31, 2015 they were no longer in breach of the tenancy agreement.

The tenants further testified that the uninsured vehicle was not returned to the property until April 12, 2015; however at that time they were unaware that the storage insurance had expired on that vehicle. Storage insurance was purchased for this vehicle on April 20, 2015.

The tenants are therefore requesting that the Notice to End Tenancy be canceled because both their vehicles now comply with the tenancy agreement.

### Analysis

The tenants have argued that the landlord gave them until March 31, 2015 to rectify the breach, and on March 31, 2015 none of the vehicles on the rental property were in breach of the tenancy agreement; however the tenants admit that they then subsequently returned one of the vehicles to the rental property and continued to store it on the property without any insurance for a further eight days.

It is my finding that removing a vehicle that was in breach of the tenancy agreement and then bringing it back when it was still in breach of the tenancy agreement does not satisfy the requirement to rectify the breach. Therefore it is my finding that the tenants failed to permanently rectify that breach within a reasonable time after receiving written notice to do so and therefore I will not cancel the Notice to End Tenancy.

The tenant's application to cancel a Notice to End Tenancy is dismissed without leave to reapply.

I allow the landlord's request for an Order of Possession, and since the tenants have not paid any rent for the month of June 2015 and the end of tenancy date is already past I have issued an Order of Possession that's enforceable two days after service on the tenants.

I also order that the tenants bear the \$50.00 cost of the filing fee paid by the landlord.

Conclusion

I have issued an Order of Possession that is enforceable two days after service on the tenants.

I have issued a Monetary Order in the amount of \$50.00.

As stated above the landlords claim to retain the security deposit is dismissed with 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: June 10, 2015

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Residential Tenancy Branch

