



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Preliminary matters

At the start of the hearing the Tenant asked for an adjournment so that she could serve a copy of text messages between the Landlord and her to the Landlord. The Arbitrator said as the Landlord was part of the messages and that he had reviewed and found that the messages would not prejudice the Landlord. The Arbitrator decided to continue the hearing and dismiss the Tenant's request for an adjournment.

### Introduction

This matter dealt with an application by the Tenant for compensation for loss or damage under the Act, regulations or tenancy agreement.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the "hearing package") by personal delivery on July 21, 2017. Based on the evidence of the Tenant and testimony of the Landlord, I find that the Landlord was served with the Tenant's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Is there loss or damage to the Tenant?
2. Is the Tenant entitled to compensation for loss or damage and if so how much?

### Background and Evidence

This tenancy was to start on July 1, 2017 as a month to month tenancy. Rent was \$600.00 per month payable on the 1<sup>st</sup> day of each month. The Tenant did not pay a security deposit.

This tenancy was an agreement to park a motorhome on the Landlord's driveway and to connect to services. The Landlord said she is a tenant too so she was unsure if she

was a landlord under the Act. The Landlord said she believed that there was a tenancy agreement between the Tenant and herself for parking the motorhome on the driveway. The Tenant said she submitted a paid rent receipt dated June 16, 2017 and copies of an Intent to Rent from the shelter information that the Landlord signed. The Tenant said she believed this is a tenancy as well.

The Arbitrator said this may be a licence to occupy but licences to occupy are under the jurisdiction of the Residential Tenancy Act therefore; the Residential Tenancy Branch has jurisdiction in this situation.

The Tenant continued to say that the Landlord would not allow her to move her motorhome on to the driveway on July 1, 2017 when the tenancy was to start because the Landlord had some family issues happening at the rental property. The Tenant said she was told to wait until July 3, 2017 to move in. The Tenant said that by July 3, 2017 the relationship between her and the Landlord had deteriorated and she chose not to move her motorhome on to the driveway. The Tenant said she is now requesting the return of her rent in the amount of \$600.00 as the Landlord breached the agreement by not allowing the Tenant to move onto the driveway on July 1, 2017 the day the tenancy was to begin.

The Landlord agreed that she requested the Tenant not to move in on July 1, 2017 and to delay the move in until July 3, 2017 as her family issues would be resolved by then. The Landlord said she thought the Tenant had agreed to July 3, 2017 as a move in date. Further the Landlord said she told the Tenant she would pro rate the rent for the days the Tenant did not have use of the parking area.

The Tenant said that because she could not move in on July 1, 2017, which was a breach in the tenancy agreement and that the relationship with the Landlord had deteriorated the Tenant said she should be able to recover her rent payment for July, 2017.

The Landlord said in closing that the Tenant could have move on to the driveway on July 3, 2017 so she will pro rate the rent for 2 days or \$40.00.

### Analysis

#### **Section 16 of the Act says:**

##### **Start of rights and obligations under tenancy agreement**

The rights and obligations of a landlord and tenant under a tenancy agreement take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit.

Both the Tenant and the Landlord agree a tenancy agreement was made between them and this is supported by the shelter information of the Intent to Rent form signed by both parties. As well the Landlord issued a rent receipt for \$600.00 on June 16, 2017 indicating the rent was paid for July, 2017.

Consequently I find this is a tenancy between the parties as of June 16, 2017 and the tenancy was to start on July 1, 2017. As the Landlord did not provide the facilities and services to the Tenant until July 3, 2017 the Tenant is entitled to compensation for the days the unit was not available to her. I find the Tenant is entitled to 2 days of compensation at \$20.00 per day in the total amount of \$40.00. Further I dismiss the Tenant's claim for additional compensation from July 3 to July 31, 2017 as the Tenant chose not to inhabit the rental pad. I order the Landlord to pay the Tenant \$40.00 for services and facilities agreed to but not provided in the tenancy agreement.

### Conclusion

A Monetary Order in the amount of \$40.00 has been issued to the Tenant. A copy of the Order must be served on the Landlord: the Monetary Order may be enforced in the Provincial (Small Claims) Court of British Columbia.

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 6, 2017

---

Residential Tenancy Branch