



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on July 6, 2020. The Tenant applied for monetary compensation, pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing. However, the Landlord did not. The Tenant testified that she sent the Notice of Hearing and evidence to the Landlord by registered mail on March 6, 2020. The Tenant provided proof of mailing, showing the Landlord signed for and received the package on March 26, 2020. I find the Landlord received the document on the day she signed for it, on March 26, 2020. I find the Tenant sufficiently served the Landlord with her application and evidence.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence submitted in accordance with the rules of procedure, and evidence that is relevant to the issues and findings in this matter are described in this Decision. Not all evidence that was submitted will be summarized. Only evidence which underpins my decision will be referenced.

### Preliminary and Procedural Matters

The Tenant explained that the tenancy ended at the end of February 2018. The Tenant stated that, just prior to moving out, the Landlord's friend was visiting the rental unit, and his vehicle crashed into hers, causing around 5 thousand dollars in damage. The Tenant stated she did not have the repair completed or file a formal insurance claim through ICBC, and stated that her vehicle is still being driven around, in a damaged state, over 2 years later.

I accept the undisputed testimony that the Landlord's affiliate crashed his vehicle into the Tenant's vehicle on or about January 27, 2018, as shown in the Tenant's photos. Although this accident occurred on the driveway of the rental unit, I note this driveway is an ungated, and contiguous surface abutting a public road.

I note the following portion of the Act:

**What this Act applies to**

2 (1) Despite any other enactment but subject to section 4 [*what this Act does not apply to*], this Act applies to tenancy agreements, rental units and other residential property.

I find the nature of the damage to the Tenant's property falls outside of what the Act applies to. The Tenant's insured motor vehicle, parked in an openly accessible driveway, contiguous with the public road, is not considered "residential property", nor is it sufficiently related to her tenancy agreement with the Landlord. The Tenant acknowledged that she had vehicle insurance, but did not pursue this avenue, either through her insurance or the other vehicle's insurance.

In any event, I may only award compensation for damage or loss based on a breach of the tenancy agreement, the Act, or the regulations. I find a motor vehicle accident on an insured vehicle falls outside the Act. As such, I decline jurisdiction on this matter. The Tenant's application is dismissed, without leave.

Conclusion

I decline jurisdiction on this matter. The application is dismissed in full 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: July 06, 2020

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Residential Tenancy Branch