

## **DECISION**

**Dispute Codes:** O, FF

This hearing dealt with an application by the tenant to dispute an additional rent increase. Despite having been served with the application for dispute resolution and notice of hearing in person on March 8, 2009, the landlord did not participate in the conference call hearing.

The tenancy began on March 1, 2007. A monthly rent of \$1200.00 is payable in advance on the first day of each month. The tenant said that the tenancy agreement includes one parking space in the carport. Since the inception of the tenancy, the tenant's spouse has always parked her car on the driveway behind their car in the carport.

Towards the end of February of 2009, the landlord posted a "no parking" sign at the driveway and threatened to tow the tenant's car from the driveway. The landlord then said to the tenant that he could park at the driveway if he paid a \$31.00 monthly rent for the space. The tenant told the landlord that he was filing an application at the Residential Tenancy Branch to dispute this issue. At the same time, the tenant started paying \$31.00 the landlord for each of the months of March and April because he did not want his car towed from the driveway.

The landlord has allowed the tenant to park at the driveway since the inception of the tenancy in March of 2007 until the end of February of 2009. I therefore find the tenant's parking at the driveway to be a term of the tenancy agreement. Section 14 of the *Residential Tenancy Act* states that a tenancy agreement may be amended to add or change a term only if both the landlord and the tenant agree to the amendment. In this case, the tenant did not agree to pay an additional \$31.00 each month for parking at the driveway. Accordingly, I also find that the landlord is in breach of Section 14 of the *Act* and must stop collecting a monthly parking fee from the tenant for parking at the driveway. The landlord

must also reimburse the \$62.00 he had collected from the tenant for parking at the driveway. The tenant is also entitled to recovery of the \$50.00 filing fee. The tenant may deduct a total amount of \$112.00 from his next month's rent.