



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      CNC, OLC, PSF, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking to cancel a Notice to End Tenancy for cause, issued to him by the Landlord.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Background and Evidence

This tenancy began on September 1, 2006, with the parties entering into a written tenancy agreement.

In December of 2007, the Tenant began renting out a parking stall to a third party.

In or about December of 2009, the Landlord became aware the Tenant was renting out the parking stall to the third party. The Landlord informed the Tenant he had no right to rent out the stall. The Tenant disagreed with this, as he assumed he was entitled to a parking space with the rental unit.

On December 30, 2009, the Landlord issued the Tenant a one month Notice to End Tenancy for cause, and the Tenant filed this Application to dispute the Notice.

In evidence the Tenant provided a copy of his tenancy agreement.

Upon review of the tenancy agreement during the hearing, it became clear to the Tenant that a parking stall was not included in his tenancy agreement.

The Landlord consented not to end the tenancy as long as the Tenant ceased renting out any parking stalls. The Tenant agreed he would not rent out any parking stalls again.

Analysis

The Tenant had no right or authority to rent out the parking stall.

The Application for Dispute Resolution of the Tenant is dismissed, and he is not entitled to the return of the filing fee for the Application.

The Landlord consented to have the tenancy continue, so long as the Tenant stopped renting out the parking stall, which the Tenant agreed to under solemn affirmation.

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: February 08, 2010.

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Dispute Resolution Officer