



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OLC

### Introduction

This hearing concerns the tenant's application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement. Both parties participated in the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, the initial fixed term of tenancy was from October 1, 2005 to September 30, 2006. Thereafter, tenancy has continued on a month-to-month basis. Monthly rent of \$869.00 is due at the beginning of each month, and a security deposit of \$362.50 was collected. The dispute arises mainly out of the tenant's objection to the landlord's recent introduction of a monthly fee for parking.

By Memorandum dated April 26, 2012, the landlord informed all tenants that effective June 1, 2012, "monthly pay parking stalls" will be available at a cost of \$20.00 for "covered" and \$10.00 for "open." The Memorandum advises tenants who are interested to contact "RF," the "Residential Manager" in order to complete the "Parking Rental Application Form."

The tenant objects to being required to pay for parking and argues that parking has been provided to him at no cost since the start of his tenancy. In support of his position the tenant submitted an undated handwritten note from "Ray" in which the tenant is instructed that he "can put [his] car into stall # 5 anytime you want to now." A copy of "Ray's" note is submitted in evidence alongside of copies of the tenant's cheque for the first month's rent of the tenancy (October 2005) and his cheque for the security deposit dated September 5, 2005. The tenant testified that "Ray" is the "Residential Manager"

referred to above. The tenant also testified that “Ray” assigned parking stall # 5 to him at some point within the first six months of tenancy.

The agent representing the landlord took the position that a parking stall may have been offered to the tenant on a short term basis for the purposes of moving into the unit, but that no parking stall has otherwise been formally assigned to him. The landlord’s agent also held firm to the position that neither the “Residential Application,” nor the tenancy agreement provide that parking is included in the rent. The tenancy agreement shows dollar amounts related only to rent and the security deposit; spaces on the tenancy agreement are left blank opposite the dollar amount for “Parking” as well as opposite the designation of a “Parking STALL Number.”

“Ray” was not present at the hearing to testify and neither is there any written submission before me from “Ray” in regard to the parking issue.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 1 of the Act defines “service or facility” in part, as follows:

“**service or facility**” includes any of the following that are provided or agreed to be provided by the landlord to the tenant of a rental unit:

(d) parking spaces and related facilities;

Based on the documentary evidence, I find that the template tenancy agreement used in the circumstances of this dispute provides a space for the designation of a parking stall number and a space for the identification of a monthly fee for same. However, as noted earlier, spaces on the subject tenancy agreement are left blank opposite parking stall number and blank opposite the monthly dollar amount for parking. In summary, the tenancy agreement does not provide that a parking stall is included with monthly rent.

Based on the documentary evidence and testimony of the parties, I find that there is insufficient evidence that the landlord’s introduction of a monthly fee for parking contravenes the Act, Regulation or tenancy agreement. Accordingly, the tenant’s application for an order instructing the landlord to comply with the Act, Regulation or tenancy agreement is hereby dismissed.

Conclusion

The tenant's application is hereby dismissed.

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: May 22, 2012.

---

Residential Tenancy Branch