



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, PSF, RR, FF

### Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a monetary order for damage or loss under the Act or tenancy agreement, an order for the Landlord to provide services required by law, allow the Tenant to reduce rent for services or facilities agreed to but not provided by the Landlord, and to recover the filing fee for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties 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.

### Issue(s) to be Decided

Is the Tenant entitled to the relief sought?

### Background and Evidence

This dispute involves the Landlord wanting to charge the Tenant for parking stalls used at the rental property.

The Tenant testified his tenancy began in October of 1986. In evidence he has provided a tenancy agreement dated September 10, 1986. At the outset the Tenant was renting unit 202 in the residential property. Some time passed and the property owner at that time wished to renovate this unit. The Tenant agreed to move into unit 205, and has remained there since. The Tenant testified he was never asked to sign a different tenancy agreement. The tenancy agreement sets out that the Tenant is to pay "nil" for parking.

The parties agree that over the years since the tenancy first began the property has changed ownership several times.

The Tenant provided in evidence two different notices of rent increases from 1989 and 1991. In both of these forms it is written that the Tenant is entitled to two parking spaces.

The Tenant testified that he is now using three covered parking stalls at the rental unit property.

On April 26, 2012, the present Landlord gave the Tenant and the other renters at the building a notice that they were going to start charging \$20.00 per month for covered parking and \$10.00 per month for open parking.

The Tenant testified that he agrees he should pay for one of the three parking stalls, however, he argues his tenancy agreement provides that his parking is free and he has had the right to use two parking stalls since 1989. He concludes he is entitled to two free parking stalls based on this evidence.

The Agent for the Landlord testified they do not have much information on file regarding this tenancy. The Agent explained their file is incomplete and did not include copies of the documents the Tenant provided in evidence.

The Agent for the Landlord testified that parking at the property has never been assigned. The Landlord recently decided to change this and to begin charging for parking.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find the following.

I allow the Application of the Tenant.

I find that the Tenant has provided sufficient evidence to prove that he was not required to pay for parking under the terms of his tenancy agreement. Although this agreement was for a different rental unit, all the other terms of the tenancy agreement have been relied upon, not only by the Tenant but apparently by all subsequent property owners, i.e. previous landlords. Therefore, I find that the terms of the tenancy agreement dated

September 10, 1986, still apply to this tenancy, excluding the different rental unit number and any changes brought about under the authority of the legislation, such as increased monthly rental payment rates.

I find the Tenant has established an entitlement to use two parking stalls without charge at the rental unit property.

The Tenant has agreed to pay for the third stall and accordingly, must make the arrangements to pay the Landlord for this stall.

I also find the Tenant has established a total monetary claim of **\$90.00**, comprised of \$40.00 he has paid for parking stalls and the \$50.00 filing fee for the Application.

The Tenant may deduct the amount of \$90.00 from one month of rent, or the parties may agree to offset future parking charges against this sum until the \$90.00 is recovered by the Tenant.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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: June 15, 2012.

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Residential Tenancy Branch