



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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### Introduction

This hearing dealt with the tenant's application for dispute resolution seeking relief under the Residential Tenancy Act (the "Act"). More specifically the tenant sought to reinstate a service previously provided, free parking, or in the alternative, disputing the \$40.00 fee the landlord has sought to now charge for tenant parking.

The landlord did not appear at the telephone conference call hearing.

The tenant and his advocate appeared and gave affirmed testimony.

The tenant and advocate testified that the landlord was served with the Application for Dispute Resolution and Notice of Hearing (the "hearing package") by personal delivery on June 28, 2012.

I find the landlord was served in a manner complying with section 89 of the Residential Tenancy Act (the "Act") and the hearing proceeded in the landlord's absence.

The tenant was provided the opportunity to present his oral evidence and review his documentary evidence.

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 relief under the Residential Tenancy Act?

### Background and Evidence

The tenant submitted a one page of evidence package, which was a written summary of his claim; more particularly the tenant alleged he received a notice from the landlord that his parking space was now going to cost the tenant \$40.00 per month, instead of it being free as it has been throughout his tenancy.

The tenant was questioned about whether or not his residency fell under the Residential Tenancy Act (the "Act"), with the tenant stating he had a residential tenancy agreement

with the landlord. The tenant was also questioned about the written notice of a parking charge issued by the landlord.

The tenant stated he did not submit his tenancy agreement or the parking charge notice due to instructions received at the Residential Tenancy Branch office.

The tenant was informed that as I would require a copy of both the tenancy agreement and the parking charge notice in order to make a determination of the merits of his claim, I allowed the tenant the opportunity to fax in both documents after the hearing.

The tenant was instructed to send both documents by 4:00 p.m. the same day and was told that if he failed to do so, I would dismiss his application with leave to reapply.

### Analysis

The tenant faxed into the Residential Tenancy Branch two documents, an untitled document which referenced the tenant's occupancy on a monthly basis in a single room and a copy of the condition inspection report.

The tenant did not submit a copy of the parking charge notice by the landlord as requested.

### Conclusion

As the tenant submitted insufficient evidence to support his application, I dismiss the tenant's application, with 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 19, 2012.

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Residential Tenancy Branch