



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, CNR, FF*

### **Introduction**

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to cancel a notice to end tenancy and for a monetary order for compensation in the amount of \$550.00, for the unavailability of a parking spot as per the tenancy agreement.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the tenant informed me that she had moved out and therefore her application to cancel the notice to end tenancy is dismissed.

### **Issues to be decided**

Did the landlord breach a term of the tenancy agreement? Is the tenant entitled to compensation?

### **Background and Evidence**

The parties entered into a tenancy agreement on August 11, 2012 for a fixed term of three months. The tenant moved in on August 29, 2012. The rental unit consists of a basement suite. The landlord lives upstairs. The landlord filed a copy of the tenancy agreement. A term of the agreement provides the tenant with parking for one vehicle.

At the end of the fixed term, the parties entered into another tenancy agreement which was on a month to month basis and effective December 15, 2012. The rent was unchanged at \$1,100 due in two equal instalments of \$550.00 each on the 4<sup>th</sup> and 18<sup>th</sup> of each month.

The landlord filed a copy of the second tenancy agreement. The term regarding the parking facility was amended to include the word "street". The tenant agreed that she signed the tenancy agreement knowing that she would have to park on the street.

The tenant stated that for the term of the first agreement, she was given to understand at the time she entered into the tenancy agreement that she would be allowed to park her vehicle on the driveway. However, contrary to the agreement, she was not permitted to park on the driveway.

She stated that the driveway allowed the parking of two vehicles directly in front of the two car garage. The landlord parked her car in one half of the garage and the other half of the garage was used for storage. The landlord's boyfriend parked his vehicle on the driveway. The other spot on the driveway was left vacant to allow the landlord to move her vehicle in and out of the garage. The driveway did not have the appropriate length to accommodate the tenant's vehicle, behind the landlord's boyfriend's vehicle.

The tenant had no choice but to park on the street. She stated that she did park occasionally on the driveway when available, but for most part had to park on the street. To clarify matters, the landlord noted on the second tenancy agreement, that the tenant had street parking. The landlord also added that the tenant's vehicle leaked oil and therefore she did not want the vehicle on the driveway.

The landlord testified that the tenant did not ask to park in the driveway and had she asked, the landlord would have addressed this issue. The landlord also added that prior tenants of the basement always parked on the street.

The tenant is claiming \$550.00 towards the loss of parking which she states is 10% of the total rent she paid through the tenancy.

### **Analysis**

Based on the documentary evidence in front of me and the oral testimony of both parties, I find that the first tenancy agreement provided the tenant with a parking spot on the landlord's property for a single vehicle. This spot was not available for the tenant's use.

In recognition of this issue, the landlord specifically added the word "street" to the term regarding parking for the tenant's vehicle, in the second tenancy agreement which was effective December 15, 2012. Therefore I find that for the period of August 29, 2012 to December 15, 2012, the tenant was not provided with parking as specified in the original tenancy agreement.

The tenant has applied for the return of 10% of the rent paid. I find that this amount to be reasonable and accordingly I award the tenant 10% of the rent paid for the period of 3.5 months during which she was not provided with parking on the driveway.

The rent was 1,100 per month. I award the tenant \$385.00 which consists of 10% of the rent for 3.5 months.

I grant the tenant an order under section 67 of the *Residential Tenancy Act*, for \$385.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the tenant a monetary order in the amount of **\$385.00**.

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 19, 2013

---

Residential Tenancy Branch

