



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC FF

Preliminary Issues

Upon review of the Tenant's application for dispute resolution the Tenant wrote the following, in part, in the details of the dispute:

I HAVE A TRAILOR WELL EQUIPE 3 BED – MICROWAVE – FRIDGE. WANTS ME TO MOVE MY TRAILOR SO SHE CANE RENT MORE LOTS OUT.

[Reproduced as written]

Based on the aforementioned and the undisputed understanding of the nature of the application put forth by both parties, I find the Tenant had an oversight or made a clerical error in not selecting the box *to seek an Order to have the Landlord comply with the Act, regulation or tenancy agreement or for other reasons which would allow the Tenant to continue to park his trailer in the parking lot of his rental building.*

Based on the above, I amended the Tenant's application to include the requests *to seek an Order to have the Landlord comply with the Act, regulation or tenancy agreement or for other reasons*, pursuant to section 64(3)(c) of the Act.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on June 10, 2015 seeking to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; and to recover the cost of the filing fee from the Landlords for this application. The application was amended to include other requests as indicated in the Preliminary Issues listed above.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

The application for Dispute Resolution listed a Corporate Landlord and the Landlord's Agent (herein after referred to as Landlord) as respondents to this dispute. Therefore,

for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

Each person gave affirmed testimony. The Tenant submitted that he served the Residential Tenancy Branch (RTB) with copies of the same documentary evidence he served the Landlord. The Landlord acknowledged receipt of the Tenant's application and evidence. The Landlord did not submit documentary evidence prior to the hearing. No issues were raised regarding service or receipt of evidence.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

1. Has the Tenant proven entitlement to \$152.73 in monetary compensation?
2. Has the Tenant proven entitlement to continue to park his trailer in the rental unit parking lot?

Background and Evidence

The undisputed evidence was the Tenant entered into a written month to month tenancy agreement with the previous owners of the building. The tenancy began on November 1, 2003 for the monthly rent of \$525.00. The rent was subsequently increased to \$649.15 and is due on or before the first of each month. On November 1, 2003 the Tenant was credited as paying \$200.00 as the security deposit.

The rental complex consists of two buildings and three parking lots, the upper lot, the front lot and the lower lot. The front and lower lots are currently assigned for use by tenants and the upper lot is the Landlord's revenue parking lot.

The current Landlord took over the rental buildings and parking lots as of November 2012. Approximately one and one half years ago the Tenant began utilizing two parking stalls, one for his truck and another where he began parking his large trailer.

The Landlord informed the Tenant verbally in mid-May 2015 that he would have to stop parking his trailer in their parking lot. An email was sent to the Tenant on May 21, 2015 advising the Tenant the trailer would have to be removed by the end of June 2015.

Tenant's Testimony

The Tenant argued that he was seeking \$152.73 which he listed as being comprised of the \$70.72 (4 x \$17.68) lost wages to deal with this issue; \$50.00 application filing fee; \$15.80 for photographic evidence; and \$18.93 for an unlisted reason. The foregoing amounts totalled \$155.45.

The Tenant asserted that he was given verbal permission from the Landlord to park his trailer in the parking lot. He submitted that the Landlord later asked him to move his trailer closer to the wall so it was out of the way; however, he was not able to move it as another tenant still had a vehicle parked in that stall. Then sometime in 2015 the Landlord complained about the graffiti that was written on the side of his trailer; which he later washed off.

The Tenant read a portion of a letter into evidence which had been issued on July 6, 2015 from the Landlord. That letter required all vehicles to have valid insurance and to display a parking decal. He argued that his trailer had valid insurance and licensing. He confirmed that the recreational vehicles shown in his photographic evidence were no longer parked in the tenant parking lots. He questioned why the maintenance person was allowed to continue to park his utility trailer in the tenant lot.

The Tenant argued that the Landlord had numerous spots they were renting out and questioned why they were refusing to give him one for his trailer.

Landlord's Testimony

The Landlord confirmed that she had had a verbal agreement with the Tenant which afforded him the ability to temporarily park his trailer in the tenant parking lot as they were not at full capacity in the rental buildings or the tenant parking lots at that time. She asserted that the Tenant was advised that once the buildings became fully occupied the Tenant would be required to remove his trailer. The Tenant was informed in early May 2015 that they were fully occupied and he was required to remove his trailer.

The Landlord submitted that they do not charge tenants for parking and they allocate parking based on occupancy of the rental unit. A notice was sent to all tenants on July 6, 2015 advising tenants that the Landlord would be assigning one parking stall to each licenced adult resident. That letter also advised tenants that there was to be no parking of recreational vehicles in the tenant parking lots.

The Landlord argued that the Tenant is the only adult licenced in his rental unit; therefore, he could only be assigned one parking stall. The Landlord read from the tenancy agreement which specifically stated that the Tenant was entitled to one parking stall for the vehicle which was registered with the Landlord.

The Tenant was not able to locate a copy of his tenancy agreement from which the Landlord was quoting. As neither party submitted a copy of the written tenancy agreement; I ordered the Landlord to fax a copy to the Residential Tenancy Branch (RTB) and to provide a copy to the Tenant.

A copy of the five page tenancy agreement and application was received at the RTB on August 7, 2015. Section 22 of that agreement states, in part:

23. ... Only vehicles listed in the tenancy application (and no other vehicles) may be parked not stored on the residential property.

[Reproduced as written]

A Ford 250 was the only vehicle listed in the tenancy agreement / application and the documents were signed on October 30, 2003.

The Landlord submitted that their maintenance man was issued a notice to remove his trailer by the end of August 2015.

Analysis

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

Section 7 of the Act provides as follows in respect to claims for monetary losses and for damages made herein:

7. Liability for not complying with this Act or a tenancy agreement

- 7(1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

Section 14(2) of the Act stipulates a tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and tenant agree to the amendment.

The parties entered into a verbal agreement which allowed the Tenant to park his trailer in the tenant parking lot. The terms of that verbal agreement were in dispute. The Landlord submitted that the agreement was temporary until such time as the buildings were fully occupied. The Tenant argued there were no stipulations regarding the parking of his trailer.

In the case of verbal testimony when one party submits their version of events, in support of their claim, and the other party disputes that version, it is incumbent on the party making the claim to provide sufficient evidence to corroborate their version of

events. In the absence of any evidence to support their version of events or to doubt the credibility of the parties, the party making the claim would fail to meet this burden.

Based on the above, I find the Tenant has provided insufficient evidence to prove the terms of the verbal agreement were a permanent change to his tenancy agreement which increased the number of parking stalls from one to two. Therefore, the written tenancy agreement prevails.

As noted above the Tenant's tenancy agreement provided for one parking stall for his truck. Therefore, I conclude there was insufficient evidence to prove the merits of the Tenant's request for an Order to have the Landlord comply with the Act, regulation, or tenancy agreement or for an order to allow him to leave his trailer parked in the tenant parking lot. Accordingly, I dismiss the Tenant's requests, without leave to reapply.

There was no evidence before me that the Landlord breached the Act, regulation, or tenancy agreement. Therefore, I find the Tenant's request for monetary compensation had no merit. Accordingly, the monetary claim was dismissed, without leave to reapply.

Conclusion

The Tenant was not successful with his claim and his application was dismissed in its entirety, without 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: August 10, 2015

Residential Tenancy Branch

