



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      O, FF

### Introduction

This hearing was convened as a result of the tenants' application for dispute resolution under the Residential Tenancy Act ("Act"). The tenants did not mark a specific section of the Act under which they were applying, having marked "other relief" on their application; however, the tenants explained that they were disputing the amount of an increase to the parking fee and for recovery of the filing fee paid for this application.

The listed tenant and the landlord's agent (hereafter "landlord") attended, the hearing process was explained and they were given an opportunity to ask questions about the hearing process. The parties confirmed receipt of the other's evidence.

Thereafter the participants were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and documentary evidence before me that met the requirements of the Dispute Resolution Rules of Procedure (Rules); however, I refer to only the relevant evidence regarding the facts and issues in this decision.

### Issue(s) to be Decided

Are the tenants entitled to relief under the Act in dispute of an increase of a parking agreement and for recovery of the filing fee paid for this application?

### Background and Evidence

The tenant submitted, and the written tenancy agreement confirmed, that this tenancy began on May 1, 2006, and that the initial monthly rent was \$1150.00. The evidence

also showed that the tenants' monthly rent has been increased throughout the tenancy, and that the tenants' current monthly rent is \$1362.00.

The landlord here was not the original landlord.

The tenants have applied to dispute an increase in their monthly parking fee. In support of their dispute, the tenant submitted that they have paid \$20.00 per month for parking for 8 years, and that the landlord notified them recently that the new parking fee would be \$300.00, per month, beginning September 1, 2015. The tenant submitted a copy of the parking rent agreement proposed by the landlord.

The tenants submitted that the proposed increase is excessive for that area and provided copies of listings for similar parking spaces. The tenant submitted that they would be willing to pay an increase along the same fees to the similar parking spaces.

The tenant agreed that the provision for parking was not listed on the written tenancy agreement.

In response, the landlord submitted parking was never included in monthly rent and was never part of the notices of rent increases over the years, as shown by the notice of rent increases submitted into evidence. The landlord also submitted a copy of the written tenancy agreement signed by the original landlord and the tenants.

### Analysis

Under section 1 of the Act, rent is defined as *"money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a tenant to a landlord in return for the right to possess a rental unit, for the use of common areas and for services or facilities."*

Further under section 1, "services and facilities" include parking spaces.

In this case, an examination of the written tenancy agreement shows that under clause 3 of the agreement, which states the services or facilities, the equipment, furnishings, or utilities included with rent, the box next the word "parking" is unmarked. Additionally, under clause 6 of the agreement, the space left for the inclusion of parking in the total monthly rent was left vacant. Further, I could find no other reference to parking in the written tenancy agreement.

As I do not find that parking is included with monthly rent or was a service or facility provided for in the tenancy agreement, I concluded that the landlord was not obligated to provide the tenants with parking under the tenancy agreement, which led me to the further conclusion that the parking fee charged by the landlord was a non-refundable fee, as provided for in section 7(1)(g) of the Residential Tenancy Regulation.

Section 7 of the Residential Tenancy Regulation does not impose a limitation a landlord may charge for parking, unlike other non-refundable fees under section 7, and as such, I find the tenants submitted insufficient evidence to support their application in dispute of the parking fee imposed by the landlord.

The application of the tenants is therefore dismissed.

### Conclusion

The tenants' application is 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: October 8, 2015

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Residential Tenancy Branch

