



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            OLC, FF, O

### Introduction

This hearing was convened by way of conference call in response to the tenant's application for an Order for the landlord to comply with the *Residential Tenancy Act (Act)*, Regulation or tenancy agreement; other issues; and to recover the filing fee from the landlord for the cost of this application.

The tenant, the landlord and an agent for the landlord attended the conference call hearing and gave sworn testimony. The tenant provided some limited documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. The landlord confirmed receipt of evidence. I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. .

### Issue(s) to be Decided

Is the tenant entitled to an Order for the landlord to comply with the *Act*, regulation or tenancy agreement?

### Background and Evidence

The parties agreed that this tenancy started in September, 1998 and ended on August 31, 2015.

The tenant testified that when he moved in he had a verbal agreement with the landlord who was the husband of the landlord named on this application; 13 years ago the tenant asked that landlord if he could store his car on the property. He had a verbal agreement with the male landlord that he would pay \$25.00 per month for storage. The tenant testified that he paid

storage each month with his rent. When his rent went up around four years ago to \$525.00 he paid \$550.00 each month to cover the storage costs.

The tenant testified that in August 2015 the landlord's agent, who is the landlord's son, informed the tenant that the rent was going up to \$800.00 per month. They gave the tenant time to think about it and wrote to the tenant saying he also had to pay storage fees of \$7,800.00 for the past 13 years. The tenant decided to end the tenancy and vacated the rental unit after giving the landlord written notice. The tenant testified that the male landlord has dementia now and his family are making decisions.

The landlord's agent testified that when the tenant moved into the unit his rent was \$450.00 per month and he did not store his car on the landlords' property for the first four years. The tenant asked the female landlord if he could store his car on the landlord's property and both the landlord's agent and his sister were present at the time. The female landlord told the tenant it would be \$50.00 per month for storage and the tenant paid storage for the first two months and then stopped. No further storage fees have been paid in the last 13 years.

The landlord's agent testified that the storage of the tenant's car has nothing to do with his tenancy and was a separate verbal agreement. The landlord's agent requested that the tenant remove his car from the landlord's property or it will be removed by the landlord.

### Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties. In this matter, the tenancy has ended so even if I was to find in favor of the tenant's application for an Order for the landlord to comply with the *Act*, regulations or tenancy agreement no such order would be enforceable as there is now no longer a tenancy in place.

I will however address the issues raised today and find that the parties testimony contradicts each other. It is important to note that where one party provides a version of events in one way,

and the other party provides an equally probable version of events, without further evidence the party with the burden of proof has not met the onus to prove their claim and the claim fails.

With this in mind I find there is no written tenancy agreement in place to show what the rent was at the start of the tenancy; there is no written agreement in place with regards to the storage of the car and whether or not this storage is part of the tenancy agreement or an agreement reached outside the boundaries of the tenancy; there is no written notice from the landlord on an approved form showing the rent increase that took place some years ago; there is no rent ledger showing the rent payments made by the tenant. Without further corroborating evidence from either party I must find that the tenant has failed to meet the burden of proof that the landlord and tenant had an agreement in place regarding storage of the car or of any payments made for this storage. I further find there is insufficient evidence to show that the car storage is part of the tenancy agreement between the parties and not a separate agreement that would not fall under the jurisdiction of the Residential Tenancy Branch.

Therefore the tenant's claim for an Order for the landlord to comply with the *Act* is dismissed

I strongly advise the tenant to remove his car from the landlords' property as soon as possible or run the risk of having the landlords remove the car.

### Conclusion

The tenant's application is 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: November 05, 2015

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Residential Tenancy Branch

