



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, O

### Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the tenant and the landlord's agent.

### Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for an overpayment of rent, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

Both parties submitted into evidence a copy of a tenancy agreement signed by the parties on June 28, 2012 for a month to month tenancy beginning on June 28, 2012 with a security deposit of \$250.00 paid.

The tenant's copy indicated that rent was in the amount of \$500.00 per month and was due on the 1<sup>st</sup> of each month. The landlord's copy indicated that rent was \$500.00; parking was \$10.00; and the total was \$510.00. The previous landlord's agent had initialed the change to the total amount on the landlord's copy.

The landlord also submitted into evidence a copy of a separate "Parking Stall Rental Agreement" signed by the parties on June 28 (year not provided) confirming that starting on July 1, 2012 the tenant would pay the landlord \$10.00 per month for parking. The tenant confirmed that it was his signature on this separate agreement.

The tenant testified that he had been informed by the Residential Tenancy Branch that parking was to be included in the rent amount and as such he sought the return of \$10.00 per month since the start of his tenancy.

He also stated that in addition the landlord did not have a commercial business license to charge for parking. The tenant provided no evidence to confirm that a commercial business license was required by any jurisdiction such as the local government.

### Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

Despite the tenant's testimony that parking must be included in rent, I find nothing in the *Act* requires a landlord to provide parking as being included in rent. Section 7(1)(g) of the Residential Tenancy Regulation states that a landlord may charge a non-refundable fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

Upon review of the tenancy agreements submitted by both parties I find there is no provision in the tenancy agreement that requires the landlord must provide parking as part of the tenancy or that it is included in the rent. As such, pursuant to Section 7(1)(g) of the Regulation I find the landlord is allowed to charge additional fees for parking.

Because the landlord's copy of the tenancy agreement has been altered and the alteration has not been initialed by the tenant I find the tenancy agreement does not authorize the collection of a parking fee from the tenant. However, I accept that the parties entered into a separate parking agreement on the same day that they entered into the tenancy agreement and both parties are bound by that agreement.

As to any requirement that a landlord must have a commercial business license to charge for parking I find the tenant has failed to provide any evidence of any such requirement.

As a result, I find the tenant has failed to establish that he has suffered a loss or if he has suffered a loss that it results from a violation of the *Act*, regulation or tenancy agreement.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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 04, 2015

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Residential Tenancy Branch

