



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Code DRI

Introduction

This conference call hearing was convened in response to the tenant's application to dispute a rent increase non-compliant with the permitted increase by Regulation. At the outset of the hearing the tenant clarified their dispute is in respect to the landlord's increase of the parking facility from \$30.00 to \$100.00 as of July 01, 2016. The tenant disputes the landlord's increase for parking given that parking was purportedly included in the rent.

Both parties participated in the conference call hearing with their submissions, document evidence and testimony during the hearing. The current property manager is representative as landlord. The parties acknowledged exchanging their respective evidence. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the parking facility one that was agreed by the parties as included in the rent?

Should the landlord's parking fee increase be cancelled?

Background and Evidence

Pursuant to an oral agreement only, the tenancy started in 2000. The parties agreed the landlord collected a security deposit of \$360.00 at the outset of the tenancy. The current rent is \$1070.00 per month through historical rent increases. The parties are also in agreement that they mutually executed a "Parking Agreement" in May 2013.

A written agreement does not exist. The tenant testified that at the start of the tenancy They verbally agreed with the landlord the rent was \$720.00 payable on the first of each month. The parties further agreed that vehicle parking would be an additional \$30.00 per month. Upon obtaining a parking stall the tenant began paying an additional \$30.00 on top of the rent and that a separate fee for parking continues to date. In July 2016 the landlord raised the monthly

payable parking fee to \$100.00. The tenant argues that since parking was originally included in rent and paid alongside rent as one payment that the \$70.00 increase for parking is an additional rent increase above that permitted by Regulation: currently set at 2.9% for 2016.

The landlord argues that rent was never included as part of rent and has always been separate from that paid as rent as an additional fee for the parking facility. The landlord is now charging for parking commensurate with the market and argues that the charge is not subject to rent increase regulations limiting the parking charge to the amount prescribed for rent.

Analysis

In the absence of a written tenancy agreement, or contract, outlining the amount for rent and what that amount includes in terms of amenities, services or facilities, I am left to rely on the tenant's own testimony as to the terms of the oral agreement between them and the landlord. I find the tenant clearly testified that the agreed rent was \$720.00 and that vehicle parking was payable for an additional \$30.00 per month. The tenant testified paying the separate additional amount for parking for some years, albeit concurrently, until the landlord and tenant formalized the parking portion of their monthly payment by way of a "Parking Agreement". Pursuant to the tenant's evidence I find that it was never contemplated nor agreed by the landlord and tenant that vehicle parking or a parking stall was a facility or amenity included in the rent or as part of the payable rent every month. As a result, I find that the additional charge for parking is not subject to the rent increase provisions afforded by Regulation. Effectively, the owner of the parking facility / landlord may increase the parking fee in accordance with the parking agreement.

Conclusion

As a result of all the above, the tenant's application is dismissed.

This Decision is final and binding on both parties.

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 03, 2016

Residential Tenancy Branch

