



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RELIANCE PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, FF, OLC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- an order regarding a disputed additional rent increase pursuant to section 43;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the amount of rent increase above what is legislated in the regulations?

Is the tenant entitled to an order to have the landlord comply with the Act?

Is the tenant entitled to the recovery of the filing fee for this application?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on January 1, 2003 and is ongoing. The tenant is obligated to pay \$1090.00 per month in rent in advance and \$35.00 for parking. The tenant testified that she received an increase in her parking fee of \$40.00 per month. The tenant testified that the parking is included in her rent and always has been. The tenant testified that the landlord is "illegally" raising her rent. The tenant testified that the parking agreement that she signed was not given in good faith.

The agent for the landlord gave the following testimony. The agent testified that the tenancy does not include parking, hence the separate and unique parking agreement submitted for this hearing. The agent stated that parking has always been a separate fee and that the tenant signed the parking agreement with the previous owners almost 2 ½ years ago and never had an issue with it. The agent stated that parking is not regulated under the Act and that since there is a separate agreement for the parking the tenants' application should be dismissed.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced here. The principal aspects of the tenant's claim and my findings around each are set out below. The landlord submitted a distinct and separate parking agreement dated from April 2014 which clearly outlines the rights and obligations in regards to the parking stall. The tenant did not provide a tenancy agreement that supports her position that parking was included with her monthly rental fee. I find that the parking is a separate agreement and as such, the regulations for rental increases do not apply. Based on the insufficient evidence before me, the tenant has not been successful in her application.

Conclusion

The tenants' application is dismissed 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: October 17, 2016

Residential Tenancy Branch

