



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Vancouver Native Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes PSF

Introduction

This hearing dealt with the tenant's application for an order that the landlord provide the tenant with services or facilities required by law. The tenant called in to the teleconference hearing, but the landlord did not.

The tenant stated that he personally served the landlord with the application for dispute resolution and notice of hearing on August 5, 2016. I accepted the tenant's evidence that found that the landlord was served with notice of the hearing on August 5, 2016, and I proceeded with the hearing in the absence of the landlord..

Issue(s) to be Decided

Should I order the landlord to provide the tenant with a parking spot?

Background and Evidence

The tenancy began on August 1, 2014. The landlord is a society that oversees several rental properties. The tenant stated that when he first moved in, he asked about parking and was told the rental building was in conjunction with a hotel, and [the hotel] took priority. The tenant stated that two weeks later the landlord found the tenant a parking spot at another of their properties about one block away. The tenant provided receipts to show that he paid the landlord \$100.00 a month for that parking spot.

On July 29, 2015 the tenant wrote the landlord a letter and asked why he had to pay for parking as he is an old age pensioner and at the end of the month he has to scrounge around to make ends meet.. The tenant stated that the landlord then informed him that he no longer had to pay for the parking. The tenant continued to park in the same spot, at no charge.

On July 18, 2016 the tenant received a letter from the landlord, in which they informed him that because he is not a tenant at the location where he was parking, and because all parking at that

location is paid parking and the tenant does not want to pay for parking, he could no longer park there after July 31, 2016.

The tenant submitted a copy of his tenancy agreement, and in the hearing he referred to two sections of the agreement that refer generally to parking. I note that neither of these sections indicates that parking is included or that the tenant was assigned a parking spot, either for a fee or for free.

The tenant stated that he wants an order for the landlord to provide him parking, for free or a "reasonable rate."

Analysis

Upon consideration of the evidence and section 7(1)(g) of the Residential Tenancy Regulation, I find that I cannot order the landlord to provide parking for the tenant. Parking was not included in the tenancy agreement, and the tenant only obtained parking after entering into the tenancy agreement. Under the Regulation, a landlord may charge fees for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

I find that in this case the tenant requested parking and the landlord provided it, first for a fee and then for free, but the parking agreement was made outside of the tenancy agreement. Therefore, it is open to the landlord to remove the service or change the fee from time to time.

Conclusion

I cannot order that the landlord provide the tenant with parking, as the parking agreement between the landlord and the tenant is not a term of the tenancy agreement.

The tenant's 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 6, 2016

Residential Tenancy Branch