



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes: DRI, OLC, FF

Introduction

This hearing dealt with an application by the tenant to dispute the increase in the cost of parking imposed by the landlord. The tenant also applied for an order directing the landlord to comply with the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issue to be Decided

Is the cost of parking included in the rent? If so, is the amount of the increase in the parking charges in keeping with Legislation?

Background and Evidence

The tenancy began in 2001. The current monthly rent is \$910.00. At the time the tenancy started, the monthly rent was \$750.00 and there was no additional charge for parking. The tenant was waitlisted for parking and sometime later was provided parking for a fee of \$35.00 per month. On July 25, 2016 the tenant was notified that the monthly parking fee would be increased to \$75.00 per month. The tenant filed this application to dispute this increase.

The tenant testified that she had received rent increases through the tenancy that were in compliance with the *Residential Tenancy Act*. The tenant filed copies of the notices of rent increase that were served on her. All the notices refer to the rental amount only and the increase is applied to the rental amount. The latest notice of rent increase dated August 19, 2015 indicates that the rent of \$890.00 would be increased by \$20.00 and the new rent effective December 01, 2015 would be \$910.00. The notice makes no mention of parking charges or any increase to these charges.

Analysis

Based on the tenancy agreement, I find that at the start of tenancy, the tenancy agreement did not provide for parking as spots were not available. When parking became available, the tenant availed herself of the facility by paying an extra \$35.00 per month. Therefore even though the tenant testified that she paid rent and parking charges together in one payment, I find that the parking charges were separate from rent and parking is not a service or facility included in the rent.

In addition, based on the evidence in front of me I find that the tenant was served with rent increases in the approved form, in a timely manner and in keeping with the increase permitted by legislation. However, I further find that the increase was applied to the rental amount alone and did not include or mention parking charges. This further strengthens the landlord's position that parking was not included in the rent.

Section 7(1)(g) of the Residential Tenant Regulations states that a landlord may charge non-refundable fees for services or facilities requested by the tenant that are not provided under the tenancy agreement. Since I have found that parking is a service that is not included in the rent, section 7 as stated above applies. Increases to parking charges are not legislated by the Residential Tenancy Regulations.

Based on my findings, I dismiss the tenant's application to dispute the imposition of an increase in the parking charges. The tenant must bear the cost of filing her application.

Conclusion

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 14, 2016

Residential Tenancy Branch