



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNDC, OLC, RP, RR, FF

Introduction

The tenant applies for a compliance order, a repair order, a rent reduction and rent rebate. At hearing the tenant particularized the relief he seeks as a) an order that the landlord install double pane windows, b) a determination that parking is included in his rent and, c) a rent reduction until the double pane windows are installed.

Both parties attended the hearing, the landlord by its representatives, and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Is the tenant entitled to compel the landlord to install the windows? Is parking included in rent? What if any compensation in the nature of a rent reduction should result?

Background and Evidence

The rental unit is a two bedroom apartment in a 46 unit apartment building.

The tenancy started in August 2016 for a one year term ending August 31, 2017. The current monthly rent is \$1380.00. The landlord holds a \$690.00 security deposit.

The tenant testifies that his windows are presently single pane windows and that as a result he is exposed to significant noise from the street outside his rental unit. He refers to an information notice that he and a landlord's representative signed with the tenancy agreement, stating that the landlord would be undertaking "2016/2017 modernization projects."

The information notice indicates that new windows will be installed. The landlord's representative confirms that the new windows will be double paned windows.

The tenant also says that he pays \$15.00 per month for parking pursuant to a written parking agreement dated September 1, 2016 but that he should not have to because it is included in his rent.

The landlord's representative Ms. D.D. notes that there is no date set for installing windows. She notes that the tenant paid a year's worth of parking in advance.

Analysis

I am unable to agree with the tenant that he is entitled to force the landlord to install the windows. The "modernization projects" notice was just that: a notice. They are projects undertaken by the landlord in the landlord's discretion and are not projects or improvements for which the tenant bargained in his tenancy agreement. He has no contractual ground for demanding performance of any of the project items.

This item of the claim must be dismissed.

Regarding parking, I find that the tenancy agreement submitted by the parties does not entitle the tenant to a parking spot as part of his rent. Clause 3.04 of the agreement states "when and if Tenant is assigned a parking space ..." Such wording does not compel the landlord to provide a parking space.

The tenant's right to a parking space was provided under a later, separate agreement. It was not a service or facility provided under the tenancy agreement. The tenant must pay extra for parking.

In light of the findings regarding the windows and parking, the tenant is not entitled to a monetary award in the form of a rent reduction or otherwise.

Conclusion

The tenant's application must be dismissed.

This decision was rendered orally at hearing and 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: December 22, 2016

Residential Tenancy Branch

