



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC FF

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, made on January 19, 2018 (the "Application"). The Tenant applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- an order that the Landlord comply with the *Act*, regulations, and/or the tenancy agreement; and
- an order granting recovery of the filing fee.

The Tenant did not attend the hearing in person but was represented by his son, J.P. The Landlords were represented at the hearing by M.R., a property manager. Both J.P. and M.R. provided affirmed testimony.

On behalf of the Tenant, J.P. testified the Application package was served on the Landlords by giving a copy to the Landlord J.Y. on January 22, 2018. M.R. acknowledged receipt of the Application package on behalf of the Landlords. Further, M.R. testified that the documentary evidence to be relied upon by the Landlords was served on the Tenant by registered mail on March 4, 2018. J.P. acknowledged receipt on behalf of the Tenant. Pursuant to section 71 of the *Act*, I find the above documents were sufficiently served for the purposes of the *Act*.

Both J.P. and M.R. were provided with a full opportunity to present their evidence orally and in written and documentary form, and to make submissions to me. I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Preliminary and Procedural Matters

The Tenant named J.Y., the building manager, as the Landlord in these proceedings. However, pursuant to section 64 of the *Act*, and with the agreement of the parties, I amend the Application to include the name of the corporate Landlord as communicated to me during the hearing.

Issues

1. Is the Tenant entitled to an order that the Landlords comply with the *Act*, regulations, and/or the tenancy agreement?
2. Is the Tenant entitled to an order granting recovery of the filing fee?

Background and Evidence

The Tenant submitted a copy of the tenancy agreement between the parties into evidence. Although it indicates a different landlord, this is due to changes in ownership since the tenancy began. The tenancy agreement confirmed the tenancy began on May 1, 1993. The parties confirmed rent in the amount of \$780.00 per month is due on the first day of each month. The Tenant paid a security deposit of \$270.00, which the Landlords hold.

The Tenant's dispute relates to a parking stall. J.P. testified the previous building manager assigned parking stall #31 to the Tenant. However, on or about January 7, 2018, the Tenant was advised the parking stall had been assigned for use by the building manager, who does not own a vehicle. J.P. confirmed that other parking stalls have been offered to the Tenant. However, J.P. submitted that this is evidence of harassment.

In reply, M.R. testified there is no documentary evidence submitted by the Tenant, or in the Landlords' records, to suggest the parking stall was ever assigned to the Tenant. However, M.R. did acknowledge that five other parking stalls have been offered to the Tenant, but that the Tenant has declined.

Analysis

Based on the documentary evidence and oral testimony provided during the hearing, and on a balance of probabilities, I find:

Section 62(3) of the *Act* states:

The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

[Reproduced as written.]

In this case, the Tenant sought an order that the Landlords honour a parking stall assignment made by a previous building manager. However, I find there is insufficient evidence before me – such as email correspondence or a written agreement – to conclude that parking stall #31 was ever assigned to the Tenant. Further, J.P.'s oral testimony relating to the Tenant's claim was disputed by the Landlords' agent, M.R. Accordingly, I find the Tenant's Application is dismissed, without leave to reapply.

Conclusion

The Tenant's Application is dismissed, without leave to reapply.

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: March 20, 2018

Residential Tenancy Branch