



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FFT, PSF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on November 14, 2018 (the “Application”). The Tenants applied for and order that the Landlord provide services or facilities required by the tenancy agreement or law and reimbursement for the filing fee.

The Tenants filed an amendment to the Application on December 13, 2018 disputing a One Month Notice to End Tenancy for Cause dated December 11, 2018 (the “One Month Notice”).

It was clear from the materials submitted that the Landlord had filed an Application for Dispute Resolution in relation to the One Month Notice. I confirmed that the Landlord’s application was set for a hearing January 29, 2019 at 9:30 a.m. The file number for this hearing is noted on the front page of this decision for reference.

The Tenants and Landlord attended the hearing. I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Given that a hearing had been set for January 29, 2019 in relation to the One Month Notice, I told the parties that I would only consider the original Application and not the Amendment. The issue of the One Month Notice will be addressed at the next hearing on January 29th. Both parties are required to attend the January 29th hearing as scheduled.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence and all oral testimony of the parties. I have only referred to the evidence I find relevant in this decision.

Issues to be Decided

1. Are the Tenants entitled to an order that the Landlord provide services or facilities required by the tenancy agreement or law?
2. Are the Tenants entitled to reimbursement for the filing fee?

Background and Evidence

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. It is between the Landlord and Tenants in relation to the rental unit. The tenancy started December 1, 2017 and was for a fixed term ending November 30, 2018. Rent is \$960.00 per month due on or before the first of the month. The agreement is signed by the Landlord and Tenant V.K. but not the Tenant. The parties agreed the Tenant is a tenant under the tenancy agreement.

The Tenant said the Tenants are asking for creation of a permanent and safe bike storage area on the rental unit property. The Tenant relied on a city by-law in relation to bike parking requirements. He also relied on clause 20 of the tenancy agreement which states:

Bicycles. Bicycles are to be stored in designated areas only. They must not be kept, left, or stored on a balcony or in a hallway. They must not be moved through a lobby or hallway, or placed in an elevator.

The Tenant said there is no designated area for bike storage on the rental unit property. He submitted that, if the Landlord is going to use clause 20 in a tenancy agreement, the Landlord must create a designated area for bike storage. I asked the Tenant what he was relying on for this submission. He said he was assuming this was the case.

The Tenant pointed to the city by-law and a paragraph relating to bike parking exemptions which states:

1. Notwithstanding section 1.2.2:

(a) bicycle parking, short term spaces are not required to be provided where the siting and design of a building existing on the date of adoption of the Bylaw incorporating this Schedule physically prohibits such spaces from being provided on a lot in accordance with this Bylaw;

(b) no additional bicycle parking, short term or bicycle parking, long term spaces are required to be provided where only alterations or changes of use to a building are proposed and the building existed on the date of adoption of the Bylaw incorporating this Schedule; and

The Tenant referred to an aerial photo of the rental unit property and submitted that this shows there is a lot of space in the back for a bike storage area. The Tenant submitted that given the space, the bike parking is required. The Tenant submitted that a structure could be created in the back space.

The Tenant said he cannot see how the Landlord can use clause 20 in the tenancy agreement when there is no designated area for bike storage and that the city by-law outlines or “qualifies” what a designated parking area for bikes is.

The Tenant acknowledged that there is nowhere in the tenancy agreement that says the Landlord will provide bike storage. The Tenant said he was relying solely on the city by-law for the assertion that the Landlord must provide bike parking or storage. The Tenant did not rely on any section of the *Residential Tenancy Act* (the “Act”) or *Residential Tenancy Regulation* (the “Regulations”).

The Landlord submitted that she is not required to provide bike storage. She said the rental unit building is old and is exempt from the city by-law. The Landlord testified that tenants usually tie their bikes to a post in the garage at the back of the property. The Landlord testified that the Tenants knew prior to entering the tenancy agreement what the situation with bike storage was. She said the Tenants never told her they have two bikes.

In reply, the Tenant submitted that the back garage is not sufficient to store bikes and that he had a bike stolen from that area. The Tenant testified that the Tenants did tell the Landlord they had bikes.

I have reviewed the evidence submitted but have not detailed it here as I do not find it necessary to do so given the nature of the evidence and issue before me.

Analysis

As the Tenant acknowledged, the tenancy agreement does not state that the Landlord will provide bike parking or storage.

I do not agree that clause 20 of the tenancy agreement imposes an obligation on the Landlord to provide bike parking or storage. Clause 20 imposes restrictions and obligations on the Tenants, it does not impose a corresponding obligation on the Landlord in relation to bike storage. I make this finding on a plain reading of the clause.

Further, I would find that there is a designated area for bike parking and storage which is outside and in the back garage on the rental unit property. It may be that the Tenants do not find this parking and storage sufficient. However, clause 20 of the tenancy agreement does not require the Landlord to provide bike parking and storage let alone a particular standard of bike parking and storage.

The Tenants relied on the city by-law. However, as an arbitrator with the Residential Tenancy Branch, my role and jurisdiction is to enforce the *Act* and *Regulations*. I do not have jurisdiction to enforce city by-laws unless there is some additional basis to do so under the *Act* or *Regulations*. The Tenants did not point to any section of the *Act* or *Regulations* that would require the Landlord to comply with the specific city by-law relied upon and I do not find that there is such a section of the *Act* or *Regulations*.

The Tenant submitted that it is the city by-law that outlines or “qualifies” the designated bike area as referred to in clause 20 of the tenancy agreement; however, I do not accept that there is a connection between the tenancy agreement and the city by-law without some clear indication that the “designated areas” referred to in the tenancy agreement are as defined in the applicable city by-law.

I do not accept that the Landlord is required to provide bike parking or storage pursuant to the tenancy agreement. I have no jurisdiction to enforce the city by-law in the

absence of some basis in the tenancy agreement, *Act* or *Regulations* to do so.
Therefore, I do not find that the Tenants are entitled to the order sought.

Given the Tenants were not successful in this application, I decline to award them reimbursement for the filing fee.

Conclusion

The Application is dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 07, 2019

Residential Tenancy Branch