



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      PSF, FFT

### Introduction

This hearing dealt with a tenant's application for an order for the landlord to provide services or facilities required by law or the tenancy agreement. Neither the tenant nor the landlord appeared for the hearing. Rather, the tenant was represented by his daughter and wife. The landlord was also represented by an agent.

At the outset of the hearing, I explored service of hearing documents. The tenant's daughter stated that she believed the hearing package was sent to the landlord via email; however, the tenant's photographs were not served upon the landlord at all.

The landlord's representative testified that the landlord received a reminder email from the Residential Tenancy Branch (RTB) concerning an upcoming hearing. The landlord's representative contacted the RTB and was provided a copy of the Notice of Dispute Resolution Proceeding. The landlord's representative was subsequently provided a copy of the tenant's Application for Dispute Resolution by the RTB.

I confirmed that the landlord's written response and evidence was given to the tenant, in person on November 12, 2019.

On a procedural note, three tenants were identified on the application; however, when I reviewed the tenancy agreement, I noted that there was only one person identified as a tenant and only one signature of a tenant. The representatives confirmed that there was only one tenant identified under the tenancy agreement. As such, I excluded the other named applicants from the style of cause.

The tenant's daughter testified that her father, the tenant, has authorized her to represent him in this proceeding.

The landlord's representative had produced an email indicating the landlord had authorized him to act as her representative in this proceeding.

Considering the tenant had not properly served the landlord with the tenant's hearing package and evidence I explored with the parties' respective representatives whether they wished to proceed with the dispute considering and I would exclude the tenant's photographs or deal with this matter at a later date. The representatives stated they wished to proceed to resolve this matter.

Accordingly, I deemed the landlord sufficiently served with the tenant's Application for Dispute Resolution and I proceeded to explain the hearing process to the parties and give the parties the opportunity to respond and to ask questions.

On another matter, I noted that the landlord had not provided the tenants with a service address on the tenancy agreement, as is required under section 13 of the Act. Rather, the landlord only provided the tenant with an email address and phone number. The landlord's authorization email appears to indicate the landlord is out of the country. In filing this Application for Dispute Resolution, the tenant had to include a service address for the landlord, and in the absence of any other service address, the rental unit address was used. The landlord's representative stated that he checks for the landlord's mail approximately once per month. As I pointed out to the parties, there are occasions when a tenant must serve a written document upon a landlord either in person, by mail or registered mail, which is the reason the Act requires the landlord to provide a service address to the tenant. Where documents are mailed, the Act deems a person to have received the documents five days after mailing even if the person picks up their mail after that so checking the landlord's mail only once per month may result in the landlord not receiving their mail, and especially registered mail since it will be returned to sender if not collected within a certain amount of time. In recognition of this violation of the Act, **I ORDER the landlord to IMMEDIATELY provide the tenant with a service address that the tenant may use to send the landlord mail, including registered mail. Until such time the landlord does so, the rental unit address shall be considered the landlord's service address.**

Issue(s) to be Decided

Has the tenant established an entitlement to an order for the landlord to provide services or facilities required by law or the tenancy agreement?

### Background and Evidence

The tenancy started on August 12, 2019 and the tenant is required to pay rent of \$4,300.00 on the first day of every month. The rental unit is the main living unit of a house. There is also a basement suite in the house that is also tenanted.

The tenancy agreement provides that rent includes, and the landlord shall provide the tenant, "parking for 2 vehicles".

I heard undisputed testimony that the house has a double garage and a double wide driveway.

Currently, the tenant has only one vehicle and that vehicle is parked on one side of the double garage. The other side of the garage has garbage bins and other items, including some furniture.

The tenant's representative stated that the tenant may acquire a second vehicle and wants to park that vehicle on the other side of the double garage but that he cannot since there are possessions on the other side of the garage.

The landlord's representative submitted the second parking space for the tenant is in the driveway, behind his parking spot in the garage. The tenant's representative confirmed that a vehicle could be parked on the driveway behind the car in the garage.

The landlord's representative submitted that under the City regulations garbage bins, compost bins and recycling bins must be stored inside until the day of pick-up. As such, the garbage bins for use by the tenant and the basement suite tenant are stored on one side of the garage until pick-up day. The garage is accessible to the tenant by way of a door between the rental unit and the garage. The basement suite tenant has a remote control that opens the garage door.

The tenant's representative argued that the basement suite tenant should not be permitted to access the garage as it interferes with the tenant's privacy since there is a door leading to the rental unit from the garage. The tenant's representative suggested the basement suite tenant would have to wait to deposit his garbage in the garbage bins until pick-up day when the bins are placed on the curb.

The landlord's representative submitted that the door between the garage and the rental unit locks. The tenant's representative confirmed that to be accurate.

As for the furniture in the garage, the tenant was of the position it belonged to the owner. The landlord's representative stated that the furniture and other items belong off to one side of garage belong to the basement suite tenant and that he has been storing items there for the past couple of years, when the owner occupied the rental unit.

The tenant's representative submitted that the location of the two parking spaces was not made clear to the tenant when the tenancy formed and that in the absence of clarity, the tenant ought to be provided both sides of the garage for parking. The landlord's representative indicated that was not possible since the garbage bins need to be stored in the garage and the basement suite tenant parks in one of the parking spots on the driveway so if the tenant had two parking spots in the garage the tenant would end up with four parking spaces or the second vehicle would be blocked from leaving by the basement suite tenant's vehicle.

The landlord provided a diagram of the available parking spaces and storage of garbage bins on the property; a copy of the tenancy agreement; a copy of the City's webpage concerning storage of garbage bins; and, a copy of the tenancy agreement for the basement suite tenant that includes a provision of one parking spot on the property and storage.

### Analysis

Upon consideration of everything before, I provide the following findings and reasons.

The tenant submits that the landlord has failed to provide the tenant with parking for two vehicles as required under the tenancy agreement. The tenancy agreement does not specify the location of the parking spaces or that they would be in a garage or other covered parking space. In the absence of such specification, I find the requirement for the landlord to provide two parking spaces means the parking spaces must be on the residential property as this is the only location the landlord has control over.

I was provided consistent submissions of both parties that the tenant has been provided one parking space in the garage and the tenant may park a second vehicle in the driveway, behind the parking space in the garage. Therefore, I find I am satisfied the

landlord has provided the tenant with parking space for two vehicles and the landlord is not in breach of the tenancy agreement.

As for the other issue raised concerning lack of privacy due to the basement suite tenant having access to the garage, I find that position not sufficiently supported. The tenant is entitled to park a vehicle in the garage under the tenancy agreement; however, the tenancy agreement does not indicate storage is to be provided to the tenant. As such, I am of the view that the only thing the tenant should be placing in the garage is a vehicle and access to the common garbage facilities that are located off to one side of the garage. Since the door between the rental unit and the garage locks, I find I am satisfied the rental unit is sufficiently secure.

Also of consideration is that the landlord provided a reasonable explanation as to the reason the tenant was not provided both sides of the garage for parking, especially the argument that garbage bins and receptacles must be stored inside until pick up day in keeping with the City's requirements and the garbage bins are common facilities between to be used by tenants of more than one rental unit located at this property.

As I pointed out the tenant's representative at the hearing, the rights of the upper suite tenant do not supersede the rights of the basement suite tenant. Both tenants have equal rights to access common areas and use common services and facilities.

In light of all of the above, I dismiss the tenant's application.

### Conclusion

I have ordered the landlord to provide the tenant with a service address; however, the remedy sought by the tenant in this application has been 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: November 27, 2019

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Residential Tenancy Branch