



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ANALOGUE PROJECTS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC, FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the tenant to have the landlord comply with the tenancy agreement and to recover the cost of the filing fee.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Should the landlord be ordered to comply with the tenancy agreement?

Background and Evidence

The tenancy began on January 15, 2018. Current rent in the amount of \$1,204.00 was payable each month. A security deposit of \$587.50 was paid by the tenant.

The tenant testified that parking is included in the rental agreement. The tenant stated that parking is not included in the rent and it is a separate fee of \$50.00. The tenant stated the agreement does not provide any clause that the parking fee will be increased.

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The landlord's agent testified that the rent has been increased during the tenancy in accordance with the Act; however, the parking fee has never increased, and they have

recently determined that parking in the area should be between \$75.00 and \$100.00 per month. The agent stated that the landlord is increasing the parking fee to the lowest comparable.

The landlord's agent testified that a parking fee can be increased, and the tenants have the option to continue to rent the parking space or not.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 97(2)(k) of the Act provides that regulations may be created to deal with fees a landlord may charge a tenant.

Section 7(1)(g) of the Regulations provides that a landlord may charge a tenant a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

In this case, I am satisfied that parking is not included in the rent. This was not disputed by the tenant. The tenancy agreement supports that this is a separate fee and not a requirement of the tenancy.

Considering section 7 of the Regulations and noting that there is no limitation imposed upon the landlord for the amount of the fee, I conclude that the landlord may charge a fee at an amount set by the landlord where the tenant requests the service, such as parking.

In light of the above, I find the tenant has failed to prove the landlord has breached the tenancy agreement. Therefore, I dismiss the tenant's application. As the tenant was not successful with their application, I decline to award the tenant a filing from the landlord.

Conclusion

I find the tenant has failed to prove a violation of the Act, by the landlord. 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: January 22, 2020

Residential Tenancy Branch