



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS and [tenant  
name suppressed to protect privacy]

## **DECISION**

Dispute Codes      PSF, OLC

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62; and
- an order to the landlord to provide services or facilities required by law pursuant to section 65.

### Issue(s) to be Decided

Should an order be given compelling the landlord to comply with the *Act*, regulation or tenancy agreement?

Should an order be given compelling the landlord to provide services or facilities to the tenant?

### Background and Evidence

The tenant gave the following testimony. The tenancy began on April 1, 2018. The monthly rent of \$1100.00 is due on the first of each month. The tenant testified that at the time of moving in, there wasn't any parking spots available. The tenant testified when a spot opened up several months later, he was given a spot at a rate of \$35.00 per month. The tenant testified that he had a verbal agreement with the manager of the day, that the parking was going to be part of his tenancy agreement. The tenant testified that in August 2020 he was advised that the rate for parking was increasing to \$75.00. The tenant testified that this isn't fair and that since the parking is part of his tenancy agreement, it should not go up.

The agent for the landlord gave the following testimony. The agent submits that the tenants rent does not include parking. The agent submits that the tenancy agreement is very clear in that regard. The agent submits that the tenants verbal agreement with the previous management company isn't noted anywhere in his file and that despite attempts to confirm this with the previous management company, he was unable to do so.

### Analysis

The landlord submitted a tenancy agreement that clearly shows that parking is not part of the tenancy agreement. The tenant's argument is contradictory in that if it was included in his agreement, he would not have been subject to any charges for the parking, such as when heat and hot water is included in the rent. The tenant's own documentation clearly shows that he was paying a separate and unique charge for the parking spot. I find that the parking is not part of the tenancy agreement. The tenant has failed to provide sufficient evidence for me to issue any orders to the landlord for any of the items applied for, accordingly; I dismiss the tenants application in its entirety without leave to reapply.

### Conclusion

The tenant's application is dismissed in its entirety 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: October 09, 2020

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Residential Tenancy Branch