



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBUS CHARITIES ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

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.

At the outset of the hearing, I explained to the parties that as these hearings were teleconferences, the parties could not see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited and they were reminded to refrain from doing so.

All parties acknowledged these terms. As well, all parties in attendance provided a solemn affirmation. All parties acknowledged the evidence submitted and were given an opportunity to be heard, to present sworn testimony, and to make submissions. I explained the hearing and settlement processes to both parties. Both parties had an opportunity to ask questions. Both parties confirmed that they were ready to proceed with the hearing, they did not want to settle this application, and they wanted me to make a decision regarding this application. Neither party made any adjournment or accommodation requests. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to Decide

Is the tenant to an order to compel the landlord to comply with the *Act*, regulation or tenancy agreement?

Background and Evidence

The tenant gave the following testimony. The tenant testified that her tenancy began on July 8, 2020. The tenant testified that her rent is \$575.00 per month due on the first of each month. The tenant testified that the landlord was charging an additional \$20.00 to her rent for parking for which she believes is included in the rent. The tenant testified that she noticed this discrepancy in May 2021 and immediately brought it to the landlords' attention. The tenant testified that the landlord was adamant that the parking was not included. The tenant seeks an order to clarify if the parking is included and if so, requests a reimbursement of \$180.00 of parking fees already paid.

The landlord gave the following testimony. The landlord testified that the parking is a separate and unique agreement from the tenancy agreement. The landlord testified that the parking section of the rental agreement is "not checked off" as included. The landlord testified that its very clear that the parking fee is payable every month in addition to the rent.

Analysis

Both parties submitted a copy of the tenancy agreement and both confirmed and agreed that the substance of the tenancy agreement is correct. The tenant submits that in the parking section there is a notation of "yes", to which she inferred that parking was included. The landlord clarified that notation as meaning parking is available. Perhaps the "yes" notation is not the clearest way of explaining the parking availability, however, I do make the following finding. I find that on the RTB-1 tenancy agreement that was provided to me by both parties and agreed upon, it clearly states in the section that itemizes what's included in the rent; *"Check off only those that are included and provide additional information, if needed"*. The parking box is not checked off, accordingly; I find that the parking is not included in the rent and that it is a separate and unique agreement from the rent payable.

The tenant has not been successful in her application.

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: August 30, 2021

Residential Tenancy Branch