

DECISION

Introduction

A hearing was convened on April 02, 2025 to consider the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (Act) for:

- an order for the Landlord to provide services or facilities required by law under section 27 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act.

Specifically, the Tenant is requesting an Order(s) requiring the Landlord:

- to provide parking on the right side of the driveway on the residential property
- install a dedicated mailbox
- stop non-permitted construction, which is disturbing the Tenant's right to quiet enjoyment
- determine whether an "inspection notice" is valid
- create a written tenancy agreement
- prevent the Landlord from issuing "warning against eviction threats".

The hearing on April 02, 2025 was adjourned for reasons outlined in my interim decision of April 03, 2025. The hearing was reconvened on May 01, 2025.

The participants were given the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Each participant, except legal counsel, affirmed they would speak the truth, the whole truth, and nothing but the truth during these proceedings.

The participants were advised that the Residential Tenancy Branch Rules of Procedure prohibit private recording of these proceedings. The participants, except legal counsel, affirmed they would not record any portion of these proceedings. Legal counsel confirmed they are not recording the proceedings.

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

Service of these documents was addressed in the interim decision of April 03, 2025, and will not be re-visited here.

Service of Evidence

Service of most of the evidence was addressed in the interim decision of April 03, 2025, and will not be re-visited here.

In my interim decision of April 03, 2025, the parties were advised that no additional evidence was permitted.

Residential Tenancy Branch records show that the Tenant submitted additional evidence to the Residential Tenancy Branch on April 02, 2025, which was not discussed at the hearing on April 02, 2025.

VS stated that the Tenant did not intend to submit evidence for these proceedings on April 02, 2025. As such, this evidence was not considered.

Preliminary Matter #1

At the hearing, the Tenant withdrew the application for all issues in dispute at these proceedings, except for the application for authority to park two vehicles on the right side of the driveway of the residential property.

Preliminary Matter #2

This tenancy was the subject of a previous dispute resolution proceeding, the number of which appears on the first page of this decision.

At the hearing both parties referred to a letter dated January 30, 2025. AE stated that the Landlord did not submit a copy of this letter for these proceedings. VS stated that the Tenant submitted a copy of this letter for these proceedings, although I was unable to locate that letter in the Tenant's evidence.

The Landlord and the Tenant agreed that I could refer to the letter of January 30, 2025 which was submitted in evidence for the previous dispute resolution proceeding. As both parties have a copy of this letter and they agreed I can view the letter, it was considered as evidence for these proceedings.

Background

The Landlord and the Tenant agree that:

- this tenancy began in April of 2020
- rent of \$919.74 is due by the first day of each month
- there is no written tenancy agreement
- the residential property is a “four-plex”, which has a driveway at the front and back
- there is parking for 4 vehicles on the front driveway.

VS stated that:

- prior to the start of the tenancy, the Landlord with the initials KB told VS they could park one vehicle on the residential property
- when the tenancy began on April 01, 2020, GB told VS that they were not permitted to park on the property
- VS, nor anyone living with VS, parked a vehicle on the residential property at the start of the tenancy
- in October of 2021, the Landlord told VS they could park one vehicle on the front driveway
- VS was never told this was a temporary parking agreement
- in October of 2021, the Landlord told VS that VS’ sister could also park a vehicle on the front driveway when the sister obtained one
- in the fall of 2022, VS was not reminded that the parking agreement was temporary
- VS’ sister did not obtain a vehicle until January 17, 2025
- VS’ sister began parking her vehicle on the residential property in January of 2025
- the Landlord has not always parked two vehicles in the front driveway, in the two spaces closet to the building
- the Tenant was not told that a second vehicle could not be parked on the residential property prior to being served with a letter, dated January 30, 2025 (which is discussed as a preliminary matter)
- VS interprets the letter of January 30, 2025 to mean that each person living in the rental unit has the right to park one vehicle on the residential property, because it says “each tenant” has the right to park one vehicle on the residential property
- the letter, dated January 30, 2025, is directed to VS, not VS’ sister, so any reference to only parking one vehicle on the property would apply specifically to VS and not VS’ sister.

GB stated that:

- the Tenant was not told they could park a vehicle on the residential property prior to the start of the tenancy

- when the tenancy began, GB told VS that they were not permitted to park on the property
- the Tenant did not park a vehicle on the residential property at the start of the tenancy
- in October of 2021, the Landlord told the Tenant they could temporarily park one vehicle on the front driveway, as the Tenant was leaving the country
- the Tenant was told that the parking was a temporary arrangement until the Landlord purchased a new vehicle
- the Landlord never purchased a new vehicle
- in the fall of 2022, VS was reminded that the parking agreement was temporary
- the parties never discussed parking a second car on the property in 2021, as the Tenant/co-tenant only had one vehicle
- the Landlord has two vehicles parked in the front driveway, in the two spaces closest to the building
- the Landlord does not currently use the two vehicles parked in the front driveway
- the Tenant is permitted to park on the right side of the front driveway, in the space closest to the road
- the parking space on the left side of the front driveway, closest to the road, is designated for another Tenant who does not currently have a vehicle
- in January of 2025, the VS' sister began parking a vehicle on the residential property
- on January 20, 2025 or January 22, 2025, GB told VS that a second vehicle could not be parked on the residential property.

AE stated that:

- no documentary evidence was submitted for these proceedings which corroborates the Landlord's version of events regarding parking one vehicle on the property
- text messages regarding this agreement were submitted for a previous Residential Tenancy Branch proceeding, which are referenced at pages 4 and 5 of that decision (number of which appears on the first page of this decision)the Landlord has never withdrawn the "temporary" permission to park one vehicle on the residential property
- the Landlord does not wish to withdraw permission for the Tenant to park one vehicle on the residential property
- the Landlord agrees that the Tenant can park one vehicle on the right side of the front driveway, in the space that is closest to the road
- the intent of the letter sent to the Tenant, dated January 30, 2025, which was drafted by AE, was to inform the Tenant they could only park one vehicle on the residential property.

Analysis

As the Tenant is the Applicant in these proceedings, the Tenant bears the burden of proof.

In the case of verbal testimony when one party submits their version of events and the other party disputes that version, it is incumbent on the party bearing the burden of proof to provide sufficient evidence to corroborate their version of events. In the absence of any documentary evidence to support their version of events or to doubt the credibility of the parties, the party bearing the burden of proof would fail to meet that burden.

I find that the Tenant has failed to meet the burden of proof that the parties agreed, prior to the start of the tenancy, that the Tenant could park one vehicle on the residential property. In reaching this conclusion, I was heavily influenced by the absence of evidence to support VS' testimony that the parking was offered or to refute GB's testimony that it was not offered.

On the basis of the undisputed testimony, I find that in October of 2021 VS was given permission to park one vehicle on the residential property, and that permission has never been revoked.

Regardless of whether the initial offer of parking was temporary, as the Landlord submits, or permanent, as the Tenant submits, I find the Landlord is now agreeing to allow parking for one vehicle on the residential property, on a permanent basis. I therefore find that the Tenant has the right to park one vehicle on the property as a term of this tenancy agreement, until such time is that right is revoked in accordance with the Act. Specifically, the Tenant has the right to park on the right side of the front driveway, in the space closest to the road.

I find that the Tenant has failed to meet the burden of proof that the parties agreed, in October of 2021, that the Tenant could park a second vehicle on the residential property. In reaching this conclusion, I was heavily influenced by the absence of evidence to support VS' testimony that the second parking space was offered or to refute GB's testimony that a second parking space was not offered.

Given that VS's sister did not have a vehicle in October of 2021, and did not obtain one until January of 2025, I find it unusual that the parties would have discussed the possibility of a parking space for a second vehicle in 2021.

On the basis of the undisputed evidence, I find that the VS's sister began parking a second vehicle on the residential property in January of 2025.

I find that the Tenant has submitted insufficient evidence to establish that the Landlord gave VS and/or Vs' sister permission to park a second vehicle on the residential

property. There is no evidence before me that suggests a second parking space was ever discussed after 2021 and before January of 2025.

I find the letter of January 30, 2025 does not constitute permission to park a second vehicle on the residential property. When the letter is read in its entirety, I find it declares that parking a second vehicle on the property is not permitted.

In the letter of January 30, 2025, AE writes, in part:

Our client informs us that you have been parking two vehicles on the Property and have demanded that our client move his vehicle from the Property to accommodate yours, even threatening to make complaints to the authorities (although it is unclear which authorities you have been threatening to make complaints to). We further understand that you have attempted to park both your vehicles in the driveway off (redacted) Crescent in a way that would not block our client's vehicles.

We are writing to request that you immediately stop parking more than one vehicle on the Property, as it is interfering with our client's ability to utilize the parking spots that he has earmarked for his own vehicles and the vehicles of other occupants of the Property. Our client asks that you park your second vehicle on the street.

When read in its entirety, I find the letter of January 30, 2025 cannot reasonably be interpreted to mean that VS has the right to park one vehicle on the residential property and the VS's sister has the right to park one vehicle on the property. While I accept that the letter of January 30, 2025 declares that "each tenant" has the right to park one vehicle on the residential property, I find that the letter is not intended to mean that each person who has an implied tenancy agreement with the Landlord has the right to park one vehicle on the residential property.

I find that it is the intent of the letter of January 30, 2025 that is relevant. Even if VS concluded that the letter of January 30, 2025 gave VS and VS' sister the right to park two vehicles on the residential property, I find that was not the intent of the letter and the letter does not establish that two parking spaces are provided with the tenancy agreement.

I respectfully disagree with the Tenant's submission that the letter, dated January 30, 2025, is directed to VS, not VS' sister. The letter is addressed to VS and the person who is identified as a tenant in this Application for Dispute Resolution. As such, I find this letter is directed to both parties.

As the Tenant has failed to meet the burden of proving that two parking spaces are provided with this tenancy, I dismiss the application for authority to park two vehicles on the residential property, without leave to reapply.

In determining whether the Tenant has the right to two parking spaces, I have not considered whether the Landlord is currently using other parking spaces on the residential property for the Landlord's own use or if other parking spaces are reserved

for the use of other tenants. I find this is not relevant to whether the Tenant is entitled to more than one parking space on the property.

I am aware that parking was discussed at the previous Residential Tenancy Branch proceedings. I find the previous Arbitrator considered the issue of parking primarily to determine whether the Landlord had grounds to end the tenancy in accordance with section 47 of the Act. Although the previous Arbitrator's decided that the Landlord did not have grounds to end this tenancy on the basis of the parking dispute, I find that does not bar me from determining whether two parking spaces are provided with the tenancy.

In reference to the letter dated January 30, 2025, the previous Arbitrator declared that the letter "is unclear whether each tenant means if a tenancy agreement has more than 1 tenant, each tenant is allowed to park 1 vehicle on the property or 1 vehicle per tenancy agreement". I find that this determination was made primarily to determine if parking was a material term of the tenancy agreement. I find this comment does not bar me from determining whether two parking spaces are provided with the tenancy.

Regardless of the decision of the previous Arbitrator, both parties are advised that if the Tenant continues to park a second vehicle on the residential property, the Landlord may have grounds to end this tenancy in the future, pursuant to section 47 of the Act.

As the letter of January 30, 2025 gave the Tenant permission to park one vehicle on the residential property, I find there was no need for the Tenant to file this Application for Dispute Resolution for clarification of that right.

I find the Tenant has failed to establish the merit of this Application for Dispute Resolution and the application to recover the fee for filing the Application for Dispute Resolution is dismissed, without leave to reapply.

Conclusion

The Application for Dispute Resolution 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 Act.

Dated: May 2, 2025

Residential Tenancy Branch