



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OLC, RR, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*, for an order directing the landlord to comply with the *Act* and to reduce rent. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. The landlord stated that he had not received the tenant's evidence and the tenant could not provide definitive testimony about service of his evidence. Accordingly, the tenant's evidence was not used in the making of this decision. Both parties gave affirmed testimony.

### **Issues to be decided**

Has the landlord complied with the *Act*? Is the tenant entitled to the other remedies he has applied for?

### **Background and Evidence**

The tenancy initially started in 2014 at which time the landlord collected a pet deposit of \$65.00. On May 01, 2018, the parties entered into a new tenancy agreement at a monthly rent of \$1,976.00. The landlord requested an additional \$400.00 for a pet deposit. The parties agreed that the landlord is currently holding a total pet deposit of \$465.00.

The tenant stated that the landlord should not have requested an additional \$400.00 towards a pet deposit. I explained to the tenant that since the parties had entered into a new tenancy agreement the landlord was entitled to a pet deposit that was equal to half the amount of the monthly rent.

A copy of the tenancy agreement was filed into evidence. According to the agreement the tenant was allowed the use of three parking spots, two of which were inside a two-car garage and one spot was on the driveway.

The rental unit consists of a house which has a suite on the lower level which is rented separately. The landlord has designated the second parking spot on the driveway to the resident of the lower rental unit.

The tenant complained that the garage was too small for two cars. The landlord filed a photograph of the garage which indicates that the garage is a two-car garage.

### **Analysis**

Based on the testimony of the parties and the documents filed into evidence, I find that the parties entered into a new tenancy agreement effective May 01, 2018. Pursuant to section 20(c)(1) of the *Residential Tenancy Act*, a landlord must not request a pet damage deposit at any time other than when the landlord and tenant enter into the tenancy agreement.

Even though the tenancy started in 2014, I find that the parties signed a new tenancy agreement document and that at that time the landlord requested an additional amount of \$400.00 which took the total pet deposit to \$465.00. The tenant has the legal obligation to pay half a month's rent for a pet deposit, but the landlord chose to accept only a portion of the amount he is entitled to.

During the hearing the tenant confirmed that he understood his obligation to pay up to half a month's rent for a pet deposit and withdrew his application for the return of \$400.00.

The tenancy agreement allows the tenant 3 parking spots. As of this date, the tenant has the use of the double garage and one spot on the driveway for his vehicles. The tenant stated that the garage was not big enough for two vehicles, but he did agree that he used the garage for storage as well.

Based on the photograph filed into evidence by the landlord, I find that the tenant has the use of three parking spots as stipulated in the tenancy agreement and therefore must allow the occupant of the lower suite to use that fourth parking spot which is located on the right-hand side of the driveway.

The tenant has not proven his claim and therefore must bear the cost of filing his application.

### **Conclusion**

The tenant is not entitled to the return of the pet deposit, during the tenancy.

The tenant is entitled to the use of two parking spots in the garage plus one spot on the driveway

The tenant must bear the cost of filing his own application.

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 04, 2019

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Residential Tenancy Branch