



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Seville Management and Leasing  
LTD and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OLC, FFT

### Introduction

On July 5, 2021, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting an order for the Landlord to comply with the Act, and to recover the cost of the filing fee. The matter was set for a participatory hearing via conference call.

The Landlord, represented by the owner and the manager, and one of the Tenants attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. Both parties, after their respective submissions, agreed that the documentary evidence was exchanged and that they were ready to proceed with the hearing. As such, I find that the evidence before me is admissible for this hearing.

### Issues to be Decided

Should the Landlord be ordered to comply with the Act, in accordance with section 62 of the Act?

Should the Tenants be compensated for the cost of the filing fee, in accordance with section 72 of the Act?

### Background and Evidence

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Both parties agreed to the following terms of the tenancy:

The one-year, fixed-term tenancy began on November 1, 2013 and continued as a month-to-month tenancy. The rent is \$1,458.00 and due on the first of each month. The Landlord collected and still holds a security deposit in the amount of \$600.00.

The Landlord submitted a copy of the Tenancy Agreement and noted that nowhere in the Tenancy Agreement does it state that parking is included as part of the rent or as a term of the tenancy. The Landlord specifically pointed out Term 3 and 6 which supports that parking is not included and that there is no charge for any parking.

The Tenant submitted that the Tenancy Agreement is unclear and that where it shows a “-“(dash) in term 6, indicates there is no charge for the parking that is provided.

The Tenant submitted that the Tenancy Agreement is really irrelevant as there has since been an oral agreement established between the Tenant and the building manager (who did not attend this hearing). The Tenant stated the building manager verbally approved the Tenant to park their vehicle in the back parking lot for free and, as such, the Tenant has been doing so for the last six years.

The Landlord stated there is no oral agreement, that she puts changes in place via writing, and that she has notified all tenants in the building that parking will be \$50.00 a month.

The Tenant is requesting an order for the Landlord to provide a parking spot to the Tenant for free, as has been the case for the last six years.

### Analysis

When considering whether to order the Landlord to comply with the Act, I refer to section 14 of the Act that, in part, states the following:

- A tenancy agreement may be amended to add, remove or change a term, other than a standard term, only if both the landlord and tenant agree to the amendment.

In this case, both parties agree that a written Tenancy Agreement was completed at the beginning of this tenancy to establish the terms of this tenancy.

After hearing testimony from both parties, I find that the Tenancy Agreement does not include a term related to parking for the Tenants. To clarify, I find that the original written Tenancy Agreement does not have a term where parking is included for the Tenants, for any amount of money.

I find that the Tenants failed to provide sufficient evidence to support that there was a change in the Tenancy Agreement pursuant to section 14 of the Act, that was agreed to by both the Tenants and the Landlord. Specifically, I find that the Tenants did not establish that there was an agreement that parking would be provided for free on an ongoing basis. As a result, I find that the Landlord should not be ordered to provide a free parking spot to the Tenants. As such, I dismiss the Tenants' Application without leave to reapply.

As I have dismissed the Tenants' monetary claim, I find that the Tenants' claim is without merit. As such, I dismiss the Tenants' claim for compensation for the filing fee.

### Conclusion

I dismiss the Tenants' Application for Dispute Resolution 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: November 02, 2021

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Residential Tenancy Branch