

**Condo Smarts**

Headline: Can we lose our parking allocations?

Topic: Parking

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**Dear Condo Smarts:** We purchased our condo in August 2012. When we negotiated the deal, we confirmed with the seller that they had purchased parking spaces 101 and 102 next to the elevator on P2 from the developer, and the sales agreement confirmed in writing the allocation of the parking spaces. We received a letter from the strata council that indicated an owner with limited mobility has requested access to larger parking spaces next to the elevator to accommodate their scooter. As a result, our parking spaces were being changed to P3 in spaces 159 and 167. We requested a hearing with council and were advised by the president that the parking is common property, and that the strata council ratifies the parking plan each year, to accommodate any special needs and changes for the owners. The strata council publishes the allocation of parking spaces for strata lots in the council minutes each year, but how can the strata corporation change parking that was sold to a purchaser? We thought this type of parking was secure, and our real estate agent has advised that the council cannot change the parking without our consent.

*Connie M. Coquitlam*

**Dear Connie:** There are many different types of parking arrangements and agreements that occur within new developments. Not all of them are binding and enforceable with respects to specific allocations of parking spaces, and others may only ensure the limited provision of the use of a parking space(s) but not necessarily location. The owner developer does not "sell" parking spaces if they are common or limited common property. The original buyer likely entered into an agreement that entitled them to the exclusive or allocated use of certain parking spaces for a limited time period. If the owner developer did assign these parking spaces then they were required under *Section 20 & 35 of the Strata Property Act* to record the assignments and provide that list to the strata corporation for future administration. The original purchaser should have received an agreement for the parking allocation with their purchase documents and disclosure statement. A sample of this agreement must also be included along with

the disclosure statement filed with the Superintendent of Real Estate for the purpose of marketing. You may wish to obtain a copy of the disclosure statement by contacting the Superintendent of Real Estate through the BC Financial Institutions commission. If such an agreement does exist, it may provide you and the strata council with a better understanding of the type of allocation and terms and conditions of use that were created. Whether the agreement is enforceable and if the strata corporation respects the agreement may require a written legal opinion. Even though an owner includes an identification of the parking space numbers in their agreement for sale, that alone does not proclaim the parking spaces exclusive to your strata lot. They would either have to be limited common property, which the owner developer could have assigned before the first AGM, an enforceable agreement was established, or the strata corporation had created a specific parking plan that establishes the parking allocations. In the absence of any enforceable agreements or parking assignments by council on a one year term, or through the rules or bylaws of the corporation, the parking may simply be random use common parking. Strata councils should be addressing their parking this year as a new requirement of disclosure is coming into effect on January 1, 2014, with respects to the disclosure of the assignment of parking spaces and storage lockers on Form B Information Certificates.

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