



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: OLC FF O

Introduction

This hearing dealt with an application by the tenant for an order that the landlord comply with the Act, regulation or tenancy agreement. Both the tenant and the landlord participated in the teleconference hearing.

During the hearing the tenant stated that he sought a monetary order against the landlord for rent paid for December 1 to 5, 2008. I informed the tenant that as he did not apply for a monetary order for this or any other amount, I could not issue any monetary order pursuant to this application.

Issue(s) to be Decided

Should the landlord be ordered to amend the tenancy agreement to reflect the move-in date as the first day of the tenancy?

Should the landlord be ordered to provide the tenant with a copy of the tenancy agreement?

Should the landlord be ordered to conduct a move-in inspection and produce a move-in inspection report?

Background and Evidence

The relevant evidence is as follows. Prior to December 1, 2008, the tenants signed a tenancy agreement indicating the tenancy would commence on December 1, 2008, and they paid the security deposit and the rent for December 2008. The tenants arrived at the rental property on December 5, 2008 and discovered that the landlord had not moved all of their belongings out or cleaned the house. The tenants took possession of

the house on December 6, 2008. The tenants and landlord did not conduct a move-in inspection. The landlord emailed the tenants a scanned copy of the tenancy agreement, but the tenants stated that it was not legible. The tenants seek an order that the landlord amend the tenancy agreement to indicate that the tenancy began on December 6, 2008, and then provide a copy of the amended agreement to the tenants; further, the tenants seek an order that the landlord conduct a move-in inspection.

The landlord's response was that while the tenants did pay for the entire month of December, the tenants told the landlord that they would not be moving in until December 8, 2008. The landlord realized that they should have had the house ready for the first of the month, but they believed that they had until December 8th to fully prepare the house for the tenants.

Analysis

The tenants signed a tenancy agreement for the tenancy to commence on December 1, 2008. The date the tenants moved in is not the date that the tenancy commenced. I therefore decline to order that the landlord amend the tenancy agreement to reflect a different date for the commencement of the tenancy than the originally-agreed date of December 1, 2008.

The Act does require that the landlord provide the tenants with a copy of the tenancy agreement, and that copy ought to be legible.

The Act also requires that the landlord and tenants together inspect the condition of the rental unit at the outset of the tenancy. However, as more than two months have passed since the outset of the tenancy, there would be no purpose to order a move-in condition inspection at this late date. I therefore dismiss that portion of the tenants' application.

As the tenants' application was partially successful, they are entitled to partial recovery of their filing fee, in the amount of \$20.

Conclusion

I order that within 21 days of receiving this decision, the landlord provide the tenants with a legible paper copy of the original tenancy agreement.

The tenants are entitled to partial recovery of their filing fee in the amount of \$20, which they may deduct from next month's rent.

Dated February 23, 2009.