



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OLC

Introduction

This hearing concerns an application by the tenants for an order instructing the landlords to comply with the Act, Regulation or tenancy agreement. Both parties attended and / or were represented at the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

There is no written tenancy agreement in evidence for the original tenancy which appears to have been entered into between landlords "GAMB" & "TDM" and tenants / landlords "LM" & "AW."

For the period from approximately May 1 to July 17, 2012, it appears that the tenants / applicants entered into a sublet tenancy with tenants / landlords "LM" & "AW," who are also relatives of the tenants / applicants. Neither is there a written tenancy agreement in evidence with regard to the sublet tenancy. Ultimately, it appears that a dispute between the tenants / applicants and the sublet landlords / relatives "LM" & "AW" led to an abrupt end to the sublet tenancy. The tenants / applicants declined during the hearing to provide their current address.

It is unclear how much contact, if any, the tenants / applicants had with landlords "GAMB" & "TDM," and while neither of these landlords was present at the hearing, evidence provided by the tenants / applicants includes the Canada Post tracking number for service of the hearing package by way of registered mail.

The tenants / applicants claim that a total of \$1,275.00 was paid to one or other party, and that this amount was comprised of rent, a security deposit and a pet damage deposit. There is conflicting testimony around how much was actually paid, how it was

paid and to whom it was paid. In summary, however, the tenants / applicants object to what they claim was a failure on anyone's part to provide them with a written tenancy agreement and to issue receipts in exchange for payment of rent.

The tenants / applicants disengaged from the conference call without notice at 9:50 a.m. which was prior to the formal conclusion of the hearing.

Analysis

Based on the very limited documentary evidence, the conflicting and somewhat confusing testimony of the parties, and in view of the fact that the subject tenancy is no longer in existence, I find that there is insufficient evidence to enable me to issue any purposeful order(s) against the landlord(s). However, for the information and reference of all parties, certain statutory provisions which appear to be relevant to the circumstances of this dispute are referenced below.

Section 13 of the Act addresses **Requirements for tenancy agreements**, and provides in part as follows:

13(1) A landlord must prepare in writing every tenancy agreement entered into on or after January 1, 2004.

(3) Within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement.

Section 26 of the Act speaks to **Rules about payment and non-payment of rent**, and provides in part as follows:

26(2) A landlord must provide a tenant with a receipt for rent paid in cash.

Conclusion

Following from all of the above, the application is hereby dismissed.

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: August 08, 2012.

Residential Tenancy Branch