



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            OLC, FF

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution for an Order that the Landlord comply with the Act, regulations or the tenancy agreement and to recover the filing fee.

The Tenant, A.D. appeared on her own behalf and as agent for the other tenant, S.C. The Landlord also appeared on his own behalf. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

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.

### Issues to be Decided

1. Is the Tenant entitled to an Order that the Landlord comply with the Act and provide her with a copy of the Tenancy Agreement?
2. Is the Tenant entitled to recover the filing fee she paid for this application?

### Background and Evidence

Submitted in evidence by the Tenant was a document, dated August 7, 2014, created by the Tenant and which was attached to the Tenant's Application for Dispute Resolution filed August 12, 2014, titled "Details of Dispute". This document, as well as the Tenant testimony provided evidence of her attempts to obtain a copy of the Residential Tenancy Agreement which was signed May 4, 2014. I accept the evidence of the Tenant that she request a copy of the Residential Tenancy Agreement on May 4, 2014. I further accept the evidence of the Tenant that she made a written request to the caretaker, asking for a copy of the Residential Tenancy Agreement on July 28, 2014; that letter was also submitted in evidence. Finally, I accept the evidence of the Tenant that she spoke with the Landlord on August 5, 2014 and he refused to provide her a copy of the Residential Tenancy Agreement.

At the hearing the Landlord confirmed that he had not provided the Tenant with a copy of the Residential Tenancy Agreement.

The Tenant, having been successful in her application, is also entitled to recover the fifty dollar (\$50.00) filing fee from the Landlord. The Landlord may pay the Tenant the \$50.00 or may reduce her next month's rent by \$50.00, in which case the Landlord must clearly note the reduced rent is a reflection of this amount being paid.

### Analysis

Section 13(3) of the Act provides as follows: within 21 days after a landlord and tenant enter into a tenancy agreement, the landlord must give the tenant a copy of the agreement. As the Tenant signed the agreement on May 4, 2014, the Landlord was required by the Act to provide her a copy by May 25, 2014.

The Landlord breached his obligation to provide the Tenant with a copy of the Residential Tenancy Agreement within 21 days of signing.

The Tenant's application for an Order that the Landlord comply with the Act and provide a copy of the Residential Tenancy Agreement is granted. The Landlord shall provide to the Tenant a copy of the Residential Tenancy Agreement within 7 days of the date of the hearing, namely, October 22, 2014, failing which the Tenant is at liberty to apply for further Orders.

### Conclusion

The Landlord breached his obligation to provide the Tenant with a copy of the Residential Tenancy Agreement within 21 days of signing. The Landlord shall provide to the Tenant a copy of the Residential Tenancy Agreement within 7 days of the date of the hearing, failing which the Tenant is at liberty to apply for further Orders.

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: October 16, 2014

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Residential Tenancy Branch

