



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PENDRELLIS HOUSING SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

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### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- Other unspecified orders.

The landlord's agent, G.J. ("landlord"), and the tenant both attended the hearing. Both parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that he was appointed by the Applicant to speak on the Applicant's behalf, to make decisions and to represent the Applicant at the hearing.

### Issue(s) to be Decided

Can the landlord sign a replacement tenancy agreement to govern the tenancy?

### Background and Evidence

Testimony was provided to the hearing by the landlord that this tenancy began in April 2015. It is a subsidized rental unit in which market rent is \$527.00. Due to contributions from a not-for-profit housing society, monthly rent is adjusted from the market rate to \$300.00 per month. A security deposit of \$263.50 collected at the outset of the tenancy continues to be held by the landlord.

The landlord explained that during an office move a copy of the tenant's residential tenancy agreement was lost. The landlord sought an order from the *Residential Tenancy Branch* directing the tenant to sign a replacement tenancy agreement, or for the tenant to provide the landlord with a copy of the tenancy agreement. The landlord

stated that this was of great importance because the building is an income tested housing unit which requires its occupants to submit their financial statements verifying their qualification for continued occupation.

### Analysis

I find that I am without jurisdiction to rule on this matter. My powers as an arbitrator derive from sections 9(1), 9(2) and 9(5)(b) of the *Act*. These sections read:

The director is responsible for the administration and management of all matters and persons appointed or retained under this Act...Employees may be appointed under the *Public Service Act*, and the director may retain other persons, whom the director considers necessary to exercise the director's powers and perform the director's duties and functions under this Act...The director may help landlords and tenants resolve any dispute in relation to which an application for dispute resolution has been or may be made.

Dispute resolution is governed by section 58(1) of the *Act* which says:

Except as restricted under this Act, a person may make an application to the director for dispute resolution in relation to a dispute with the person's landlord or tenant in respect of any of the following:

- (a) rights, obligations and prohibitions under this Act;
- (b) rights and obligations under the terms of a tenancy agreement that
  - (i) are required or prohibited under this Act, or
  - (ii) relate to
    - (a) the tenant's use, occupation or maintenance of the rental unit, or
    - (b) the use of common areas or services or facilities.

While the tenant's occupation of the rental unit is subject to a rental subsidy, there does not appear to be any provisions of the *Act* that require a tenant to enter into a new written tenancy agreement; or to provide the landlord copies of the tenancy agreement. Since the landlord does not have a copy of the tenancy agreement and the tenant testified that he too does not have a copy, it is impossible to determine what rights and obligations exist under the terms of the tenancy agreement.

Conclusion

The landlord's application is dismissed 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: August 25, 2017

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Residential Tenancy Branch