



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, FFT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking an order that the landlord comply with the *Act*, regulation or tenancy agreement; for an order that the landlord make repairs to the unit, site or property; and to recover the filing fee from the landlord for the cost of the application.

The tenant attended the hearing with another person for support, who did not testify or take part in the hearing. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord joined the call.

The tenant gave affirmed testimony, and testified that the landlord was served with notice of this hearing by registered mail on October 16, 2017. The tenant was given the opportunity to provide me with proof of such service after the hearing concluded.

I have now received a tracking print-out from Canada Post showing that the hearing package was sent to the landlord by registered mail on October 16, 2017 and I find that the landlord has been served in accordance with the *Residential Tenancy Act*.

During the course of the hearing the tenant withdrew the application for an order that the landlord make repairs to the unit, site or property.

Issue(s) to be Decided

The issue remaining to be decided is:

- Has the tenant established that the landlord should be ordered to comply with the *Residential Tenancy Act*, regulation or tenancy agreement, and more specifically by providing the tenant with a copy of the tenancy agreement?

Background and Evidence

The tenant testified that this month-to-month tenancy began sometime in September, 2015 and the tenant still resides in the rental unit. Rent in the amount of \$2,420.00 per month is payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$1,000.00 which is still held in trust by the landlord, and no pet damage deposit was collected. The rental unit is a single family dwelling.

The tenant further testified that the tenant has asked numerous times for a written tenancy agreement, but the landlord has failed to provide one. Copies of messages have been provided as evidence for this hearing. The tenant refers to the *Residential Tenancy Act* which requires a landlord to give a copy of a tenancy agreement to a tenant within 14 days. The tenant wishes a copy for proof of residency.

Analysis

The *Residential Tenancy Act* specifies that a tenancy agreement exists even if not in writing, but also requires a landlord to give a copy of a tenancy agreement to a tenant within 21 days after the parties enter into the agreement. Section 12 of the *Act* states as follows:

Tenancy agreements include the standard terms

12 The standard terms are terms of every tenancy agreement

- (a) whether the tenancy agreement was entered into on or before, or after, January 1, 2004, and
- (b) whether or not the tenancy agreement is in writing.

Requirements for tenancy agreements

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

(2) A tenancy agreement must comply with any requirements prescribed in the regulations and must set out all of the following:

- (a) the standard terms;
- (b) the correct legal names of the landlord and tenant;
- (c) the address of the rental unit;
- (d) the date the tenancy agreement is entered into;
- (e) the address for service and telephone number of the landlord or the landlord's agent;
- (f) the agreed terms in respect of the following:
 - (i) the date on which the tenancy starts;
 - (ii) if the tenancy is a periodic tenancy, whether it is on a weekly, monthly or other periodic basis;
 - (iii) if the tenancy is a fixed term tenancy,
 - (A) the date the tenancy ends, and
 - (B) whether the tenancy may continue as a periodic tenancy or for another fixed term after that date or whether the tenant must vacate the rental unit on that date;
 - (iv) the amount of rent payable for a specified period, and, if the rent varies with the number of occupants, the amount by which it varies;
 - (v) the day in the month, or in the other period on which the tenancy is based, on which the rent is due;
 - (vi) which services and facilities are included in the rent;
 - (vii) the amount of any security deposit or pet damage deposit and the date the security deposit or pet damage deposit was or must be paid.

(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.

I accept the undisputed testimony of the tenant that the landlord has not given the tenant a written tenancy agreement, and I order the landlord to do so.

Since the tenant has been successful with the application the tenant is also entitled to recovery of the \$100.00 filing fee, and I grant a monetary order in favour of the tenant for that amount, and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

Conclusion

For the reasons set out above, I hereby order the landlord to provide the tenant with a copy of a written tenancy agreement by January 15, 2018.

I further grant a monetary order in favour of the tenant as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$100.00 and I order that the tenant be permitted to reduce rent for a future month by that amount or may otherwise recover it.

This order is final and binding and may be enforced.

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: December 27, 2017

Residential Tenancy Branch