



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for an order directing the landlord to comply with the Act, regulation or tenancy agreement, and to recover the cost of the filing fee.

The tenant and the landlord appeared at the teleconference hearing and gave affirmed testimony. Both parties confirmed having been served with documentary evidence from the other party. Neither party submitted a copy of the current tenancy agreement which I will address below.

Preliminary and Procedural Matters

At the outset of the hearing, the parties were advised that the tenant's application reads in part:

Landlord failed to abide by the terms of the most recent Tenancy Agreement (Sept '17- Feb '18) by not providing utilities invoices for the duration of this agreement and for the following 11 months (Mar '18 - Jan '19). Landlord was not clear on monthly utility costs and provided no notice of money owing for 17 months (11 months after the Agreement expired) leaving Tenant to understand utilities costs were not required. 17 month cumulative invoice has placed an unconscionable burden on Tenant.

The landlord admitted that he has not provided a copy of either the first or most current tenancy agreement to the tenant. The first tenancy agreement the parties agreed began on April 1, 2016. While the parties agreed a second tenancy agreement was signed as

of September 1, 2017, neither party submitted a copy of that agreement. The tenant testified that he does not recall the exact terms of the second tenancy agreement but claims in his application that the landlord is not complying with the terms of the most recent (second) tenancy agreement ("current tenancy agreement"). I find this statement to be inconsistent with the application and without a copy of the current tenancy agreement dated September 1, 2017, I find this application is premature at this time.

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties.

Analysis

Based on the above, I find the tenant's application for an order directing the landlord to comply with the terms of the current tenancy agreement to be premature as the tenant testified that he does not recall the exact terms. As such, I make the following order.

I ORDER the landlord to serve the tenant with a copy of the current tenancy agreement no later than **May 5, 2019 by 5:00 p.m.**

I caution the landlord to comply with section 13(3) of the *Act* which states:

13(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 do not grant the recovery of the cost of the filing fee as I find this application is premature based on the testimony of the tenant.

Conclusion

The tenant's application is premature.

The tenant is granted leave to reapply. This decision does not extend any applicable timelines under the *Act*.

The filing fee is not granted.

This decision will be emailed to both parties as described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: May 3, 2019

Residential Tenancy Branch