



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding DORSET REALTY GROUP CANADA
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OLC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for an Order for the Landlord to Comply with the Act or tenancy agreement.

The Tenant and an agent for the Landlord, J.H. ("Agent"), appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Agent were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. Both Parties said they had received the Application and/or the documentary evidence from the other Party and had reviewed it prior to the hearing.

Preliminary and Procedural Matters

The Tenant provided the Parties' email addresses in the Application and they confirmed these in the hearing. They also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

At the outset of the hearing, I advised the Parties that they are not allowed to record the hearing and that anyone who was recording it was required to stop immediately.

Issue(s) to be Decided

- Should the Landlord be ordered to comply with the Act or tenancy agreement, and if so, in what way?

Background and Evidence

The Parties agreed that the periodic tenancy began on March 1, 2005, with a current monthly rent of \$943.16, due on the first day of each month. The Parties agreed that the Tenant paid the Landlord a security deposit of \$345.00, and no pet damage deposit.

In the hearing, the Tenant said that he wants the Landlord to provide him with a copy of a tenancy agreement for this tenancy, as he has lost his copy. The Agent said that she has offered a tenancy agreement to the Tenant, but that he has not accepted it, because it did not contain the Tenant's son's name.

The Tenant said that his son's name was on the original tenancy agreement and that it should be on the replacement provided. However, the Tenant confirmed that his son does not live in the rental unit, nor in Canada currently. The Tenant said the son and his family are going to move back and use the address for their driver's licenses, etc.

The Tenant said that his son's name was on the rent increase form he received for the 2023 rent increase. The Agent said that this information may be an administrative error, as they gathered emergency contact information from tenants a few years earlier, and that a representative may have taken information from that data for the rent increase. The Agent said the owners do not remember there being a son's name on the tenancy documents.

Analysis

Based on the documentary evidence and the testimony provided during the hearing, and on a balance of probabilities, I find the following.

The Agent agreed to prepare a tenancy agreement for the Tenant and Landlord. However, I decline to Order the Agent to include the Tenant's son's name on the tenancy agreement, since the son does not live there. If the Tenant is concerned about his son having permission to stay at the rental unit when the Tenant is away from there, the Tenant could leave the son a notarized letter of permission, as needed. The Tenant is encouraged to seek legal advice in this regard. However, I do not find it appropriate to

name a person as a tenant who does not live in the rental unit.

Section 13 (1) of the Act states:

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

Further, section 13 states the landlord must give the tenant a copy of the Agreement.

Pursuant to section 13 of the Act, I **Order** the Landlord to prepare a tenancy agreement for the Landlord and Tenant and provide a copy of it to the Tenant by **March 31, 2023**.

The Landlord is not required to name the Tenant's son in the tenancy agreement, as the son is not a current tenant of the rental unit. If the son moves into the rental unit, the Tenant may request an amended tenancy agreement with the son's name, if necessary.

The Agent may find a standard tenancy agreement to use from the RTB website. A tenancy agreement is RTB form #1.

Conclusion

The Tenant is successful in his Application for an Order for the Landlord to Comply with the Act or tenancy agreement. The Landlord is **Ordered** to provide the Tenant with a tenancy agreement by March 31, 2023.

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: March 17, 2023

Residential Tenancy Branch