



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: O, FF

Introduction

This hearing dealt with an application by the tenant for a declaration that a fixed-term tenancy agreement was valid. Both parties participated in the conference call hearing and had opportunity to be heard.

Issue(s) to be Decided

Is there a valid tenancy agreement?

Background and Evidence

The parties agreed that the tenant had been in the process of buying the rental unit, which is a single-family home, from the landlord. The parties further agreed that in April 2009, the tenant decided not to purchase the rental unit after all and interest in the property was dissolved at that time.

In April 2009 the parties met together to discuss creating a tenancy, whereby the tenant would continue to live in the rental unit. The landlord testified that they agreed that a month-to-month tenancy would begin on May 1 and that the tenant would pay \$1,500.00 per month in rent. The tenant testified that they agreed that the tenancy would begin on May 1 and continue for a fixed term until March 2010 at a rate of \$1,000.00 per month. The tenant further testified that the landlord dictated the terms to her which she wrote down and both parties signed. The tenant provided a copy of the signed document. The landlord testified that he does not read English and strenuously denied having agreed to the terms advanced by the tenant.

Analysis

A tenancy agreement is a contract between landlord and tenant. In order for a contract to be formed, the parties must come to a meeting of the minds as to the essential

elements of the contract. In a tenancy agreement, one of the essential elements of the agreement is the rental rate. While the parties clearly wished to establish a tenancy, they were not of one mind as to the rental rate. Each of the parties had a specific rate in mind and I find that they did not agree on a rate.

While the tenant wishes to rely on the written tenancy agreement, I find that the landlord does not read English and could not have understood the agreement. The landlord could well have thought that the document he was signing stated that the rent was to be \$1,500.00 per month for a month-to-month tenancy. I find that the landlord cannot be bound by the contract as he did not understand what he was signing.

I find that a binding contract was not formed between the parties and accordingly I find that no tenancy was created. As I only have jurisdiction to deal with residential tenancies, the tenant's application is dismissed for lack of jurisdiction.

Conclusion

The application is dismissed.

Dated July 14, 2009.