



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, O, FF

Introduction

The hearing that was due to be held on October 16, 2009 was reconvened to today's date to allow the Applicant and Respondent opportunity to provide the other party with their evidence as the evidence had only been provided to the Dispute Resolution Officer prior to the hearing. This reconvened hearing dealt with an Application for Dispute Resolution by the tenants for a Monetary Order for money owed or compensation for loss or damage under the *Act*, regulation or tenancy agreement, some other issues and a Monetary Order to recover the filing fee.

The tenants served the landlords in person on July 04, 2009 with a copy of the Application and Notice of Hearing. I find that the landlords were properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, to cross-examine the other party, and make submissions to me. On the basis of the solemnly affirmed evidence presented at the hearing I have determined:

Issues(s) to be Decided

- Is there a tenancy agreement in place either verbal or written?
- If so, are the tenants entitled to compensation for damage or loss under the *Act*?
- Are the tenants entitled to recover the filing fee?

Background and Evidence

The applicants testify that the landlords asked them to help paint the rental unit and the money earned would be offset against the security deposit when they moved in. The applicant's claim they carried out this work with the help of a friend (their witness) and the landlord gave them two checks one for \$150.00 and one for \$250.00. They claim the cheques were given to them after the landlords changed their minds about them moving into the rental unit. The applicants claim they transferred their telephone line to the unit. The applicants claim that this left them with no where to live and they had to pay motel costs, board their grandson, who normally lives with them, with some friends and pay to store their belongings.

The landlords testify that the applicants filed in 'applications to rent' forms which in no way guaranteed them a tenancy. The landlords found some discrepancies on these applications such as one prospective tenant not using her correct name and putting another persons name down as their last landlord. The landlords contacted this person for a reference and were given some unsatisfactory information about the prospective tenants. The landlords felt that the prospective tenants did not meet their criteria for tenancy and decided that at that time they would not rent the house out at all.

The landlords testify that they did ask the prospective tenants if they wanted some work in house painting and paid them for this work. No tenancy agreement was entered into either verbally or written and no money exchanged hands

Analysis

I have carefully considered all the evidence before me, including the affirmed evidence of both parties. In this matter, the applicants have the burden of proof and must show (on a balance of probabilities) that a tenancy agreement was in place. This means that if the applicant's evidence is contradicted by the respondents, the applicants will generally need to provide additional, corroborating evidence to satisfy the burden of proof. In the absence of any corroborating evidence, I find that the applicants have not provided sufficient evidence to show



Dispute Resolution Services

Page: 3

Residential Tenancy Branch
Ministry of Housing and Social Development

that a tenancy agreement was in place either verbal or written and therefore I find that the Act does not apply and I decline jurisdiction in this matter.

Conclusion

As I have declined jurisdiction in this matter, this 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: December 03, 2009.

Dispute Resolution Officer