



Dispute Resolution Services

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order. Despite having been personally served with the application for dispute resolution and notice of hearing, the respondent did not participate in the conference call hearing.

Issues(s) to be Decided

Did the parties enter into a tenancy?

Background and Evidence

The applicant's undisputed testimony is as follows. On September 4 the applicant met with the respondent to show her the rental unit. The respondent indicated that she wished to rent the unit and filled out an application for tenancy. The application contained the following provision:

ACCEPTANCE: The above applicant(s) are accepted for tenancy, providing all adult applicants sign the Residential Tenancy Agreement presented by the Landlord/Landlord's authorized Agent.

The respondent did not pay a security deposit at the time she made her application, having explained that she did not have any cash with her.

The applicant contacted the respondent shortly after the application for tenancy had been completed to advise the respondent that she had been accepted. The respondent at that time indicated that she was still interested in moving into the rental unit. The

applicant again contacted the respondent on September 30 at which time the respondent stated that she would be moving in on October 1. On October 2 the respondent advised the applicant that she would not be moving into the rental unit.

Analysis

In order to establish her claim for loss of income for the month of October, the applicant must prove that a contractual relationship existed between herself and the respondent. I am unable to find that the respondent was contractually bound. In order for a contract to be established, one party must make an offer which the other party accepts and both parties must give some type of consideration, or something of value, to the other. In this case, the respondent filled out the application for tenancy thereby making an offer, but the application itself states that acceptance of that offer was conditional upon the respondent signing a tenancy agreement. Because a tenancy agreement was not signed, I find that the applicant did not accept the respondent's offer and therefore a contract does not exist between the parties. I find that they had what might be termed as an agreement to agree, which is not enforceable.

Conclusion

For the reasons given above the landlord's application is dismissed.

Dated: January 22, 2010
