

DECISION

Dispute Codes OPT, MNDC

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issues(s) to be Decided

This is a request for a monetary order for \$1907.50 and a request that an Order of Possession for the dispute property be issued to the applicants.

Background and Evidence

The applicants testified that:

- They entered into a rental agreement with, and paid a security deposit to, a person who told them he was a partner in the rental property, and was also acting on behalf of the respondent.
- That person had signed their intent to rent form on March 15, 2010.
- They signed a tenancy agreement on March 17, 2010 and were informed by the party that he just had to get the respondents signature to finalize the tenancy agreement.
- They spoke with the party after signing the tenancy agreement and were never informed that the tenancy was not going to proceed or that the dispute property had been rented to someone else.
- They were not informed until March 31, 2010 that the house been rented to someone else.
- As a result they were left scrambling to find a place to live on very short notice and suffered substantial financial losses.

The applicants therefore request an Order of Possession for the dispute property and a monetary order as follows:

Emergency rent fees	\$1012.50
Cleaning	\$100.00
Stress	\$500.00
Groceries	\$200.00
Gas money	\$50.00
Total	\$1907.50

The respondent testified that:

- He is the owner of the dispute property, and the person that allegedly entered into a tenancy agreement with the applicants is not his partner and was not acting on his authority.
- The person was the previous tenant, and was only authorized to show the rental unit to new tenants and was given no authority to enter into any kind of agreement on his behalf.
- The person had informed him that the applicants were interested in renting the property, however he was never presented with a tenancy agreement, nor did he ever agreed to rent to the applicants.
- He had in fact requested that the previous tenant inform the applicants that he was already negotiating with someone else.
- Once he had entered into a contract with someone else he did inform the previous tenant so that he could tell the applicants.
- He was told by the previous tenant that he attempted to call the applicants numerous times but was unable to get through.

The respondent therefore believes that he should not be held liable for the amounts claimed by the applicants.

Analysis

It is my decision that the applicants have not met the burden of proving that the person that allegedly entered into a tenancy agreement with them had the authority to do so, or that the respondent ever agreed to rent a dispute property to them.

The respondent testified that he did not authorize anyone to enter into a tenancy agreement on his behalf, and if someone had done so it appears they did so without the landlord's authorization.

Even the applicants testified that they were informed after they signed the tenancy agreement that it still would have to be signed by the respondent, and there is no evidence to show that it was ever presented to the respondent.

Therefore it is my decision that the applicants do not have a claim against the respondent for either a Monetary Order or an Order of Possession.

Conclusion

This application is dismissed in full 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: May 06, 2010.

Dispute Resolution Officer