



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, FF

### Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation for loss under the Act, regulation or tenancy agreement – Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Landlord entitled to the monetary amount claimed?

### Background and Evidence

The Landlord states that on December 20, 2011, the Tenants viewed the unit and on December 21, 2011 paid \$775.00 as a deposit. The Landlord provided a copy of an agreement signed by one of the Tenants for the deposit given on this date (the “Deposit Receipt”). The Landlord states that on December 22, 2011, the Tenants informed the Landlord that they no longer wished to rent the unit and that the Tenants cancelled the cheque. The Landlord states that no tenancy agreement was entered into with the Tenants but argues that the Deposit Receipt that sets out the start of the tenancy is the tenancy agreement. It is noted that the Deposit Receipt does not indicate the monthly rental amount and the Landlord states that the monthly rental was to be \$1,550.00.

The Landlord states that although other persons had applied to rent the unit at the time, these persons were told that the unit was rented to the Tenants. The Landlord states

that following the Tenants decision not to rent the unit, the unit was advertised and provided copies of those ads as evidence. The Landlord states that the unit was not able to be rented until February 15, 2012 and provided a copy of the tenancy agreement for this rental. The Landlord claims \$775.00 in lost rental income.

The Tenants state that no tenancy agreement was ever signed and that the Deposit Receipt is not a tenancy agreement and was not signed by both Tenants.

### Analysis

Section 6 of the Act provides that the rights and obligations established under the Act are enforceable between a landlord and tenant under a tenancy agreement. Section 7 of the Act provides that if a tenant does not comply with the tenancy agreement, the tenant must compensate the landlord for loss that results. Section 13 of the Act sets out requirements for a tenancy agreement that includes provision of the rental amount payable and whether the tenancy agreement is fixed or periodic. As the Deposit Receipt does not include these and other standard terms of a tenancy agreement, as required by the Act, I find that the Deposit Receipt is not a tenancy agreement. I further find that as there is no tenancy agreement, the Landlord has not established a loss arising from any breach of a tenancy agreement by the Tenants. Accordingly, I dismiss the Landlord's application.

### Conclusion

The Landlord's application is dismissed. 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 7, 2012.

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Residential Tenancy Branch