



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution seeking a monetary order for the landlord's failure to fulfill a tenancy agreement.

The hearing was conducted via teleconference and was attended by the applicant and two agents for the respondent.

While the respondent provided some documentary evidence the agent for the respondent testified they had not served this documentation on the applicant, as such, I noted to both parties that I would not consider the respondent's documentary evidence.

Issue(s) to be Decided

The issues to be decided are whether the applicant is entitled to a monetary order for compensation for damage or loss, pursuant to Sections 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The applicant asserts that he entered into a tenancy agreement with the respondent on February 18, 2012 for a tenancy beginning in the month of March 2012 for a monthly rent of \$600.00 and a security deposit of \$300.00 and that on February 27, 2012 he arranged to meet the respondent the following day to pay rent.

The applicant also submits that the following day he received a phone call stating "the place is not mine". The applicant testified that when he completed the "Rental Application Form" the agent/witness for the respondent told him that the unit was his and that the information on the form needed to be collected.

The applicant asserts that the "Rental Application Form" constitutes a tenancy agreement but when I identified the terms required in a tenancy agreement under the *Act* the applicant asserted that this document which, from the respondent's testimony included information about his previous landlord and references, was in fact a tenancy agreement in his mind.

He also states he was told on several occasions verbally that the unit was his, until he received the final call saying it was not his. The applicant seeks the following

compensation: \$200.00 for gas and time for moving; \$900.00 for hotel charges for being lied to and left homeless; \$1,000.00 for emotional compensation.

The applicant submitted into evidence the following relevant documents:

- A copy of one page of a document entitled “Rental Application Form” listing the applicant’s name, birthdate, Driver’s License number, indication that the applicant is a non-smoker and has no pets, a listing of the applicant’s current address (at the time of the application) and phone number, and duration at current address;
- Copies of receipts for hotel lodging for the applicant for the period March 1-15, 2012 and the period March 15 – April 1, 2012;
- A newspaper advertisement for the rental property.

The respondent submits that the landlord never entered into a tenancy agreement with the applicant and that the applicant has never been a tenant of this landlord. The respondent submits that all tenancy agreements for this property use the company landlord name and not the named respondent in this Application. The respondent does acknowledge the tenant had applied for a tenancy but that the tenancy application was declined and no tenancy was ever offered to the applicant.

The respondent’s agent/witness testified that despite the applicant’s assertions he never once told the applicant that the rental unit was his. The agent/witness further stated that those decisions are made by the office and he would have been informed if this applicant had been approved and would have been scheduled to meet with the applicant to complete the paperwork including completing a tenancy agreement. He states he was never informed that this applicant was approved.

Analysis

To be successful in a claim for compensation for damage or loss the applicant has the burden to provide sufficient evidence to establish the following four points:

1. That a damage or loss exists;
2. That the damage or loss results from a violation of the *Act*, regulation or tenancy agreement;
3. The value of the damage or loss; **and**
4. Steps taken, if any, to mitigate the damage or loss.

From the documentary evidence and testimony provided, I find the applicant has failed to provide sufficient evidence that a tenancy agreement was ever entered into. I accept from the document provided that the tenant did complete an application for tenancy but that document does not provide an agreement on the part of the parties to enter into a tenancy or what the terms, including location and rent amounts, that would govern any such tenancy.

As I have found the parties did not have a tenancy agreement, it follows that the respondent could not have violated the *Act*, regulation or tenancy agreement and I therefore find the tenant has failed to provide sufficient evidence of any violations.

Conclusion

For the reasons noted above, I dismiss this Application in its entirety.

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 08, 2012.

Residential Tenancy Branch