



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR FF

Introduction

This hearing dealt with the landlord's application for monetary compensation for unpaid rent. The landlord called in to the teleconference hearing, but the tenant did not.

The landlord submitted evidence to establish that the landlord sent the tenant the application for dispute resolution and notice of hearing by registered mail on July 24, 2013. Section 90 of the Act states that a document is deemed to have been served five days after mailing. I found that the tenant was deemed served with notice of the hearing on July 29, 2013, and I proceeded with the hearing in the absence of the tenant.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation as claimed?

Background and Evidence

The landlord stated that he and the tenant partnered in a business beginning in July 2010, and the landlord put in \$57,000 for a 40 percent share of the company. The tenant said that he needed a place to stay, and the landlord said he would rent to the tenant. The landlord allowed the tenant to stay three months for free, while the tenant renovated the rental unit. The tenancy started on January 1, 2011.

The landlord submitted a document entitled "Tenant Agreement," which was signed by the landlord, the tenant and a witness on December 1, 2011. The document indicates that the landlord and the tenant "have come to an agreement that the rental market value of this property is \$2000," and that the tenant owed the landlord \$21,500 in rent, which "will be discussed or settled on another date." The landlord stated that he only received another \$800 from the tenant, and then the tenant vacated the unit on May 1, 2012. The landlord limited his claim for unpaid rent to \$25,000.

Analysis

Upon consideration of the evidence, particularly the document entitled "Tenant Agreement," I find that the landlord has failed to provide sufficient evidence to establish that there was a tenancy between the parties, or that the agreed-upon rent was \$2,000 per month. The document indicates that the parties agreed that the rental market value of the property is \$2,000, not that the rent is in fact \$2,000. Further, the agreement indicates that the outstanding debt "will be discussed or settled on another date." Finally, the document lacks numerous items required in a tenancy agreement.

As I have found that there was no tenancy or evidence of agreed-upon terms of the tenancy, I dismiss the landlord's application.

As the landlord's application was not successful, he is not entitled to recovery of the filing fee for the cost of his 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: November 12, 2013

Residential Tenancy Branch

