



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

Introduction

This is an application for a monetary order for \$2850.00, and a request for recovery of the \$50.00 filing fee.

A substantial amount of 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.

Issue(s) to be Decided

Are the applicants entitled to a monetary order for \$2850.00, and recovery of their \$50.00 filing fee.

Background and Evidence

The tenants testified that:

- They were living in Pakistan and therefore they had a friend paid a security deposit and first months rent to the landlord to secure this rental unit.
- Before they were able to move-in however the landlord informed them that they would have to pay a further three months rent in advance to cover the last three months of the tenancy.

- They were unable to afford the extra amount demanded by the landlords and as a result the landlord would not allow them to move into the rental unit.
- They were able to find another unit to rent after about a week, however they have to pay \$100.00 per month extra for this rental unit.
- They also had extra costs for the week that they were looking for a new rental unit, as they had to eat in restaurants.
- They are therefore requesting a monetary order as follows:

Return of security deposit	\$500.00
Return of rent paid	\$1000.00
Increase in rent of \$100.00 per month for seven months	\$700.00
Restaurant food costs	\$300.00
Canada Post cost to serve landlord	\$50.00
Cost of a title search to pursue landlord	\$10.00
Filing fee	\$50.00
Total	\$2610.00
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The respondent testified that:

- He has no tenancy agreement with the applicant's.
- As you can see from the receipt issued, this tenancy agreement was made with another party, and although he did say he may have roommates, they were not parties to the tenancy agreement.
- The security deposit, and the first months rent, were paid by the person with whom he made the tenancy agreement.
- The two applicant's came at a later date, and wanted him to accept them as tenants, however his agreement was with the other party and therefore he did not agree to accept the applicants as tenants.
- If his actual tenant wanted to take the applicant's in as roommates he was welcome to do so, however his agreement did not include the applicants as tenants.

Analysis

It is my finding that the applicants have not met the burden of proving that they ever had a tenancy agreement with the respondent.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met

The landlord has testified that his agreement was with another party, and that testimony is supported by the receipt that was issued by the landlord. That receipt is issued in the name of another party and does not mention either of the applicant's.

Therefore since the applicants have not met the burden of proving that there is any tenancy agreement between themselves and the respondent, I am not willing to issue any orders in favor of the applicants.

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: January 30, 2014

Residential Tenancy Branch