



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$5896.30

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant 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 parties were affirmed.

### Issue(s) to be Decided

The first issue I dealt with was whether or not the tenancy ever existed between these parties.

### Background and Evidence

On August 16, 2015 the applicant/tenant signed an "*Application to Rent Landlord's Reference and Information Sheet*" and on the application the applicant was required to list her employer, her former employer, credit references and personal references. The applicant also authorized the landlord to obtain a credit report.

The applicant is now testifying that even before the landlord had obtained a credit report, the landlord informed her that the rental unit was hers, and that he had chosen her as the new tenant.

In support of this claim the tenant has provided a copy of an e-mail that she believes shows that the rental unit had been given to her and in that e-mail the landlord states:

Good morning Dianne

I hope all is going well. Have you contacted Roseanne regarding which move out/move in date works best for both of you? I was planning on coming up to Kelowna on this Sunday; are you able to meet with me to sign the rental tenancy agreement and cover the first month's rent and deposit?

Best regards

The tenant further testified that the landlord later changed his mind and broke the verbal tenancy agreement without giving her proper notice.

The landlord testified that he never told the tenant that the place was hers, he always informed her that the place would be hers if all her background and credit checks came back positive; however when he did a credit check on the tenant she came back with the very poor credit rating, and on top of that, he was unable to get any information from her employer. Based on the lack of information from her employer and her poor credit rating, he chose not to rent the unit to her, and no tenancy agreement was ever formed, either verbally or in writing.

The landlord further testified that the reason the e-mail was sent to the tenant was to expedite things if all the tenants background/credit information checked out all right, it was not a confirmation that she had the rental unit. At this point I had checked out some of her references and things were looking good, and therefore I wanted to make sure the tenant would be available to sign a tenancy agreement if all of her other information checked out.

### Analysis

It is my finding that the applicant has not met the burden of proving that the landlord ever entered into a tenancy agreement with her.

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.

In this case it is basically just the tenant's word against that of the landlord, and that is insufficient to meet the burden of proof.

The tenant claims that the landlord had verbally told her that she had the rental unit even before he did any credit checks, however I find it very unlikely that the landlord would require references and credit checks on his application for rental, and then inform the tenant the rental unit was hers even before completing the credit check.

I find it more likely that the landlord's version of events is more accurate and that he told the tenant the rental unit was hers if all her background/credit checks came back positive.

### Conclusion

As it is my finding that no tenancy agreement was ever reached I declined jurisdiction over this monetary dispute.

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: July 18, 2016

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Residential Tenancy Branch