



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC FF

### Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover the filing fee for this application pursuant to section 72.

The hearing was conducted by conference call. All named parties attended the hearing and were given a full opportunity to provide affirmed testimony, to present evidence and to make submissions.

At the outset of the hearing, the tenant advised that he was withdrawing the various other remedies requested in his application including his request for an order of possession for the rental unit. The tenant wished to proceed with the application for monetary compensation only.

The tenant testified he has not received the landlord's evidence package as he has since moved out of the address indicated on his application. The landlord provided a registered mail receipt and tracking number in support of serving this evidence to the tenant's address as per the application form. The tenant did not amend his application to provide any new forwarding address to the landlord. The tenant testified that he has been homeless since shortly after the filing of the application.

Based on the above evidence, I am satisfied that the tenant was deemed served with the landlord's evidence package pursuant to sections 89 & 90 of the Act. The landlord's evidence was accepted.

### Issues

Is the tenant entitled to compensation for damage or loss including reimbursement of the filing fee?

### Background and Evidence

The landlord had just purchased the home and the possession date was June 23, 2017. The tenant was provided with the landlord's contact number from the previous home owner who advised they were looking for tenants. The home was advertised for \$2000.00 per month. The parties met on June 8, 2017 and negotiated a rate of \$2200.00 per month. The tenant paid a deposit of \$500.00 on June 11, 2017. A few days later the landlord returned the deposit to the tenant and advised they were seeking other options.

The tenant is claiming the deposit was paid and a hand shake was made so the tenancy was entered into. As a result of the landlord backing out, the tenant only had 10 days to seek alternative accommodation as he had to move out of his current residence by the end of the month. He claims he has been homeless since and paying for hotels or paying to stay at other people's houses. He has also had to store his belongings in two separate storage units and pay moving expenses.

The landlord argues no written tenancy agreement was in place as required under the Act. The landlord argues they advised the tenant that they would not enter into any written agreement before taking possession of the house. The landlord argues the parties did reach a tentative agreement of \$2200.00 per month and a security deposit of \$1100.00. The landlord accepted \$500.00 only in anticipation of reaching an agreement. The parties could not come to terms as the tenant did not agree to have other occupants' named on the tenancy agreement and was requesting permission to construct a temporary storage structure on the property which the landlord did not agree to.

### Analysis

Section 7 of the Act provides for an award for compensation for damage or loss as a result of a landlord or tenant not complying with this Act, the regulations or their tenancy agreement. Under this section, the party claiming the damage or loss must do whatever is reasonable to minimize the damage or loss.

Irrespective of whether or not the parties entered into a tenancy agreement or if the landlord failed to comply with the Act by backing out of agreement, I find the tenant has not provided any evidence in support of the monetary award claimed. The tenant is seeking an amount of \$4834.00 as compensation for loss. The tenant has not provided any particulars or breakdown of what this amount consists of. The tenant has not provided any receipts for moving expenses, hotel or storage costs he is claiming. The

tenant has also not provided any evidence in support of his claim that he is now homeless or what, if any, steps he took to mitigate his losses, such as securing alternative accommodations.

The tenant's application is dismissed.

As the tenant was not successful in this application, I find that the tenant is not entitled to recover the \$100.00 filing fee paid for this application from the landlord.

### Conclusion

The tenant's application is dismissed 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: August 23, 2017

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Residential Tenancy Branch