



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      FFT MNDCT

### Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlord for the cost of the application.

The tenant and an agent for the landlord attended the hearing and each gave affirmed testimony. The parties agreed that all evidence has been exchanged and were given the opportunity to question each other. All evidence provided has been reviewed and is considered in this Decision.

### Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for inconvenience and stress?

### Background and Evidence

**The tenant** testified that this tenancy was to commence on October 1, 2018. The landlord collected a security deposit from the tenant in the amount of \$1,250.00 as well as a pet damage deposit in the amount of \$1,200.00 on September 23, 2018. At that time, the tenant completed an Application to Rent, a copy of which has been provided for this hearing, as well as a tenancy agreement for rent in the amount of \$2,500.00 per month.

After the paperwork was signed the tenant went to the bank to arrange for automatic debits for the payment of rent, and while there, the tenant received a phone call from the landlord's agent stating that the owner had decided to rent to someone else.

The tenant was inconvenienced having to scramble after giving the property manager the money. It was stressful, hard to do, and took about 5 days or so to find another rental. The tenant was forced to take a rental in a rancher that he didn't want.

The tenant claims \$1,500.00 for the stress and inconvenience after entering into an agreement with the landlord.

**The landlord's agent** testified that she is the property manager for the owner of the rental unit, and collected half a month's rent for a security deposit as well as a half a month's rent for a pet damage deposit. The landlord's agent did not sign the tenancy agreement and testified that she doesn't sign on behalf of owners, but believes a copy was given to the tenant.

Shortly after the tenant left, the owner decided to proceed in another direction, and the landlord's agent called the tenant right away so as to not waste any of the tenant's time. The landlord's agent apologized to the tenant and suggested that he return to pick up his security deposit and pet damage deposit, which he did.

The landlord's agent also testified that the rental unit was rented to another tenant for a tenancy commencing October 28, 2018.

### Analysis

In order to be successful in a claim for damage or loss, the onus is on the tenant to establish that the damage or loss was due to the landlord's failure to comply with the *Residential Tenancy Act* or the tenancy agreement. No one has provided a copy of the tenancy agreement for this hearing, however the landlord's agent testified that it was signed by the tenant but not by the landlord, nor by any agent of the landlord. Although I accept that the tenant was inconvenienced, the tenant has not established that the landlord breached the *Act* or the tenancy agreement because no agreement had been made. The owner made other arrangements without signing the tenancy agreement.

Therefore, I dismiss the tenant's application.

Conclusion

For the reasons set out above, the tenant's application is hereby 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: February 19, 2019

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Residential Tenancy Branch