



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding C.Q. ENTERPRISES LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDCT, OT

### Introduction

This teleconference hearing was scheduled in response to an application under the *Residential Tenancy Act* (the “Act”) for monetary compensation and for “other” issues not specified.

An agent for the Landlord (the “Landlord”) was present for the teleconference hearing, as was the Applicant. The Landlord also had a witness join during the hearing to present witness testimony.

The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Applicant’s evidence. However, during the hearing the Landlord noted that she had not received a copy of the Shelter Information form submitted as evidence by the Applicant.

The information on the form was reviewed and the Landlord indicated that this seemed like the form that they had signed, but as she did not have the form in front of her, this evidence will not be accepted as part of this decision. Both parties presented verbal testimony regarding this documentary evidence. The Applicant confirmed receipt of a copy of the Landlord’s evidence. No further issues were brought up regarding service.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party.

I have reviewed all oral and written evidence before me that met the requirements of the *Residential Tenancy Branch Rules of Procedure*. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

### Preliminary Matters

The Applicant applied for monetary compensation as well as “other” issues. However, during the hearing the Applicant clarified that there were no additional claims and his application was for monetary compensation only. Therefore, the application was amended to remove the claim for “other” issues. This amendment was made pursuant to Section 64(3)(c) of the *Act*.

### Issue to be Decided

Is the Applicant entitled to monetary compensation?

### Background and Evidence

The Applicant provided testimony that he noticed an online advertisement for the rental unit in approximately October 2018. He submitted a copy of the advertisement showing the rental unit advertised for a monthly rent of \$900.00. The Applicant stated that he spoke to the Landlord off and on and contacted them again in January 2019 to inquire about renting the unit. He stated that he filled out an application form and his references were contacted.

The Applicant testified that he met with an agent for the Landlord on January 22, 2019 and brought with him the Shelter Information form to sign to obtain the security deposit from the ministry. He stated that the ministry contacted him to confirm he would be renting this unit and issued him a cheque for the security deposit. When he contacted the Landlord to inform them that the security deposit cheque was ready, the Applicant stated that the Landlord informed him that the unit had been rented to someone else.

The Applicant stated that due to this, he contacted a local hotel to find out about monthly rates and was quoted \$2,125.00, which is the amount he has applied for. He submitted a copy of the information from the hotel that shows that a stay from February 4, 2019 to March 1, 2019 would be \$2,125.00.

The Applicant stated that as this hotel would not accept cash, he did not stay at that hotel and instead found one for \$1,200.00 per month. The Applicant submitted that he was intending to rent the unit beginning February 1, 2019 so would not have incurred any hotel costs had the Landlord followed through with their agreement to rent the unit. The Applicant confirmed that no tenancy agreement was signed, and no money was

paid to the Landlord, but that they had signed the Shelter Information form and accepted him as a tenant.

The Applicant confirmed that he was still seeking compensation in the amount of \$2,125.00.

The Landlord stated that the Applicant inquired with them about the rental unit and filled out an Application for Tenancy form which was included as evidence. The Landlord stated their belief that the Applicant was initially looking to rent for January 1, 2019 and then for February 1, 2019. However, they noted that the application process had not been completed, but instead was just in progress. They confirmed that no tenancy agreement was signed, and no money was paid for the security deposit or rent.

The Landlord stated that after filling out a Shelter Information form, usually the ministry contacts them to confirm that a tenancy has been established, but that this did not occur.

The witness for the Landlord, D.Y. is an agent who met with the Applicant to sign the Shelter Information form. The witness stated that he made it clear to the Applicant that other potential tenants were still looking at the rental unit and that he should act quickly to pay the security deposit if he wanted the unit.

The Applicant disagreed and stated that he was not informed that others were still looking at the rental unit and questioned why the Shelter Information form would be signed had he not be approved to rent the unit.

The Landlord and the Landlord's witness both noted that they write 'subject to approval' on the Shelter Information form to make it clear that the form does not mean a tenancy has been established.

The Landlord submitted a letter from the hotel that the Applicant is seeking compensation for. The letter states that the information submitted from the Applicant is not a receipt but was obtained through the online booking system. The letter also notes that the Applicant did not stay at the hotel during that time.

### Analysis

The Applicant has applied for compensation in the amount of \$2,125.00 for the cost of 25 nights in a hotel.

While the Applicant stated that he had been approved to rent the unit which led to hotel costs when he was informed that someone else had rented the unit, the Landlord was not in agreement. The Landlord stated that the approval process was not complete, and the Applicant had been informed that others were looking at the unit.

Section 12 of the *Act* states that a tenancy agreement can be written or verbal. However, the parties agreed that no tenancy agreement was signed. I also do not find evidence before me that a verbal agreement was entered into given that rent had not been paid, the terms of the tenancy had not been discussed, and a security deposit was not paid.

Section 14 of the *Act* states that a tenancy agreement takes effect regardless of whether the tenant occupies the rental unit. However, in this matter, as stated, I do not find that a written or verbal tenancy agreement was established. An application to rent is not a tenancy agreement and neither is a Shelter Information form.

Section 7 of the *Act* states the following:

7 (1) If a landlord or tenant does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord or tenant must compensate the other for damage or loss that results.

However, based on the testimony and evidence of both parties, I do not find that the parties entered into a tenancy agreement as defined under the *Act* and instead find that the parties were in the application process.

Accordingly, I do not find that the Landlord is responsible for hotel costs incurred by the Applicant. As such, I dismiss the application, without leave to reapply.

Conclusion

The parties did not enter into a tenancy agreement. The Application for Dispute Resolution 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: May 24, 2019

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Residential Tenancy Branch