



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or loss under the Act.

Both parties appeared, gave testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Is the tenant entitled to a monetary order for money owed or loss under the Act?

Background and Evidence

The tenant stated that they entered into a fixed term tenancy agreement that was to start on October 15, 2019. Rent in the amount of \$2,300.00 was payable on the first of each month. A security deposit of \$1,300.00 and a pet damage deposit of \$1,300.00 were to be paid. Filed in evidence is a copy of a tenancy agreement dated September 12, 2019, I note the tenancy agreement was not signed by the landlord.

The tenant testified that they were told on September 13, 2019 that they would not be able to move into the rental unit. The tenant stated that they were told by a third party that because of the contract they are entitled to the return of the deposits. The tenant stated they did not actually pay any deposits.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

To prove a loss and have one party pay for the loss requires the claiming party to prove four different elements:

- Proof that the damage or loss exists;
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement;
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage; and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In this matter the tenant is seeking the return of their security deposit and pet damage deposit; however, the tenant did not pay any deposits to the landlord. I find the tenant has failed to prove a loss or damage existed.

The tenant is not entitled to the return of money they never paid as they must prove a loss or damage existed. Therefore, I dismiss the tenant's application without leave to reapply.

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: December 02, 2019

Residential Tenancy Branch