



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, FFT

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67; and
- authorization to recover the filing fee for its application from the tenant, pursuant to section 72.

The applicant testified and supplied documentary evidence that he served the respondents with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent on March 12, 2020, and deemed received under the Act five days later. I am satisfied that the applicant served the respondents in accordance with Section 89 of the Act and the hearing proceeded and completed on that basis.

Preliminary Issue - Jurisdiction

The applicant submits that on September 25, 2019 he signed an agreement to rent the subject unit from October 14, 2019 to December 30, 2019. The applicant submits that the property manager contacted him two days before moving in that the respondent had taken the suite off the market and was no longer going to rent it. The applicant submits that since there was a contract in place, and that the applicant broke the contract, he is entitled to the costs incurred for him to find a new rental on short notice.

Analysis

Landlords are required to prepare a written agreement for every tenancy. Even if a landlord doesn't prepare one, the standard terms of a tenancy agreement still apply.

The applicant submitted an agreement that required that he pay a security deposit as part of the tenancy agreement and to execute the contract. The applicant confirmed that he did not pay a security deposit. Paying a security deposit establishes a tenancy, even if there is no written tenancy agreement and if the tenant never moves in. The tenant confirmed that he did not pay a security deposit. As there was no deposit paid, the tenancy was never established. The Residential Tenancy Branch only addresses disputes landlords and tenants. As a tenancy was not established, this matter is not a landlord and tenant dispute, accordingly; the Branch does not have the jurisdiction to address this matter.

Conclusion

The application is dismissed as the Branch does not have jurisdiction to hear this matter.

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 07, 2020

Residential Tenancy Branch