



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

The tenants named in the application are a tenant and 2 advocates, one of whom attended the hearing and gave affirmed testimony. However, the line remained open while the telephone system was monitored for 10 minutes prior to hearing any testimony, and no one for the landlord joined the call.

The tenant's advocate testified that the landlord was served with the Application for Dispute Resolution, notice of this hearing and evidentiary material (the Hearing Package) by registered mail on July 23, 2020. The tenant has provided a photograph of the envelope addressed to the landlord with a Canada Post sticker dated July 23, 2020. The address of the landlord is the same address as the rental unit, and the tenant's advocate testified that the landlord provided that address for service on a Shelter Information form signed by the landlord, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

All evidence provided has been reviewed and is considered in this Decision.

Issues 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 *Residential Tenancy Act*, regulation or tenancy agreement, and more specifically for recovery of rent?

Background and Evidence

The tenant's advocate testified that no tenancy agreement was signed by the parties, however a Shelter Information document was prepared for the Ministry to pay rent on behalf of the tenant in the amount of \$800.00 which was to include utilities. A copy of the document has been provided for this hearing. It also states that a security deposit in the amount of \$400.00 was also required. It is signed by the landlord and contains a street address of the landlord which is the address of the rental unit.

The rental unit was a basement suite, and the landlord did not reside on the property. The tenancy was to start on July 1, 2020, however the tenant didn't move into the rental unit. The landlord had said that he wanted to get carpets cleaned, so the move-in date was delayed, then the landlord replaced flooring and the move-in date was delayed again. The landlord then ignored phone calls and text messages of the tenant and advocates.

The Ministry had paid the landlord \$800.00 and the tenant discovered that the landlord cashed the cheque on July 9, 2020. The tenant's advocate is not certain if the landlord also received the \$400.00 security deposit.

The tenant seeks recovery of the \$800.00 paid for rent.

Analysis

I accept the undisputed testimony of the tenant's advocate that the landlord delayed the move-in date, accepted payment for a month's rent and then ignored the tenant's calls and text messages. The parties did not enter into a tenancy agreement, but agreed on the amount of rent, the amount of the security deposit, and the commencement date of the tenancy. I find that the landlord took the money and did not provide the tenant with a rental unit, and the tenant has established a monetary claim as against the landlord in the amount of \$800.00.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlord pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$800.00.

This order is final and binding and may be enforced.

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: October 21, 2020

Residential Tenancy Branch