



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## **DECISION**

Dispute Codes      MNRL-S, FFL

### Introduction

This hearing dealt with the adjourned Application for Dispute Resolution by the Landlord filed under the *Residential Tenancy Act* (the “Act”) for a monetary order for unpaid rent and an order to recover the cost of filing the application. The matter was set for a conference call.

The Landlord attended the conference call hearing and was affirmed to be truthful in their testimony. As the Tenants did not attend the hearing, service of the Notice of Dispute Resolution Hearing documentation was considered. Section 59 of the *Act* states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The Landlord testified that they had served the Application for Dispute Resolution, and the Notice of Hearing documents to the Tenants by email sent on October 4, 2022. The Landlord submitted copies of the emails into documentary evidence as proof of this service. I find that the Tenants had been duly served the notification of this hearing as required, pursuant to section 59 of the *Act*.

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

### Issues to be Decided

- Is the Landlord entitled to monetary order for unpaid rent and utilities?
- Is the Landlord entitled to recover the filing fee for this application?

### Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Landlord testified that they signed a one-year fixed-term tenancy agreement with the Tenants set to begin September 15, 2022, with an agreed to monthly rent of \$3,300.00 per month, and that they collected a \$1,650.00 security deposit when the tenancy agreement was signed. The Landlord submitted a copy of the addendum to the tenancy agreement into documentary evidence.

The Landlord testified that they received an email from the Tenants on September 13, 2022, advising them that they would not be moving to the rental unit. The Landlord submitted a copy of the email into documentary evidence.

The Landlord submitted that they started looking for a new renter right away but that it took them until the end of November 2022, secure a new renter to take over the tenancy. The Landlord testified that they are claiming for their lost rental income due to the Tenant's ending the tenancy before the contracted to date in the tenancy agreement.

The Landlord was asked to present the signed tenancy agreement into documentary evidence, the Landlord testified that they thought they had submitted into evidence.

### Analysis

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

In this case, the Landlord is claiming for unpaid rent in the amount of \$3,300.00 that was due under the tenancy agreement for this tenancy.

After a review of the Landlord's documentary evidence, I find that there is no signed tenancy agreement between these parties, submitted into evidence for these proceedings.

In the absence of a signed tenancy agreement, I find that I am not able to confirm the details of this tenancy, including the amount of rent due and the term of the tenancy. Consequently, I must dismiss the Landlord's claim for unpaid rent under this tenancy agreement in its entirety.

### Conclusion

I dismiss the Landlord's claim in its entirety.

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: June 15, 2023

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Residential Tenancy Branch