



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC FF

### Introduction and Analysis

This hearing dealt with the applicants' Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fee.

Applicant "MH" attended the hearing. The respondents did not attend the hearing. As the respondents did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing") and Application for Dispute Resolution (the "Application") were considered. Applicant "MH" testified that the Notice of Hearing and Application was served by registered mail on February 27, 2014, and provided two registered mail tracking numbers in evidence.

The applicants failed to submit documentary evidence to support that a tenancy agreement was formed between the applicants and the respondents. Applicant "MH" was asked when the start date of the tenancy was, and he replied "I believe it was February 1, 2012" and later changed his testimony to "June 1, 2012" and confirmed that he did not have a copy of the written tenancy agreement before him during the hearing. The applicant was asked why he did not submit a copy of the tenancy agreement in evidence and he stated "I did not think it was necessary."

Based on the above, I am not satisfied that a tenancy agreement was formed between the applicants and the respondents. Therefore, **I dismiss** the applicants' application **with leave to reapply**. I do not make a finding regarding jurisdiction as the applicants' have been provided leave to reapply. I note this decision does not extend any applicable time limits under the Act.

Conclusion

The applicants' application is dismissed with leave to reapply due to insufficient and contradictory evidence regarding the existence of a tenancy agreement. This decision does not extend any applicable time limits under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 13, 2014

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Residential Tenancy Branch

