



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPT, O

Introduction

This matter was brought forward by the applicant seeking an order of possession of the rental unit or site. Both parties participated in this hearing. The applicant did not submit any documentary evidence to the landlord or the Branch for this hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the applicant entitled to an order of possession?

Background and Evidence

The applicant gave the following testimony:

The applicant stated that the tenancy was scheduled to begin on or about April 1, 2015. The applicant stated that the property manager had approved his application and that he delivered a cheque for the security deposit to the landlords' agent. The applicant stated that he gave notice to his present landlord based on the information provided by the landlords' agent. The applicant is seeking an order to have the tenancy agreement enforced and an order of possession of the rental unit to take effect on April 1, 2015.

The landlords' agent gave the following testimony:

The landlords agent stated that there isn't a signed tenancy agreement between the parties and that the security deposit has not been cashed. The landlords' agent stated that the applicant was advised that their credit scores came back very low after a credit check and that further information was required. The landlords' agent stated that the

applicant was informed at a very early date that his application was denied and that the landlord would not agree to enter into a tenancy. The landlords' agent stated that there was not any agreement in place and that the application should be dismissed.

Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the applicant must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

The applicant stated "I sent everything to you and the landlord that will prove my case", however neither the landlord nor I received any documentation. In the applicants own testimony he acknowledged that the landlord did not sign the tenancy agreement. Based on the above, the applicant has failed to provide sufficient evidence that a tenancy agreement was in place and I therefore must dismiss the applicants' application.

Conclusion

The applicants' application is dismissed 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: March 16, 2015

Residential Tenancy Branch

