



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OLC, FF

Introduction

This hearing dealt with an application by the tenants for a monetary order. Both parties participated in the conference call hearing with both tenants being represented by the tenant AT and the landlord being represented by his agent JB. Where I refer in this decision to the tenants in the singular form, it is AT to whom I refer.

Issue to be Decided

Are the tenants entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that on March 19, 2015, the tenants met with either the landlord or his representative and the parties signed a tenancy agreement which stated that the tenancy would begin on April 1, 2015. They further agreed that the tenants paid a security deposit on that date and that the landlord gave them a key.

The tenant testified that they began moving their belongings into the unit on March 23, 2015. She stated that the landlord, who lives on the upper floor of the residential property, approached them and demanded more rent and advised that they would not have access to the internet or to laundry services. The tenant claimed that when the tenants told the landlord that they would not pay increased rent and insisted that he provide services as stipulated under the tenancy agreement, the landlord became angry and violent and refused to permit them to remove their belongings from the unit. The tenant testified that she had to summon the police who assisted the tenants in retrieving their belongings. The tenant acknowledged that the landlord had returned the security deposit in full.

JB testified that he acted as the landlord's agent on March 19 and entered into the tenancy agreement with the tenants. The landlord is JB's father. JB said he gave the

tenants the key to the rental unit on that date because he did not expect to be available to provide the key on April 1, but at no time did he give the tenants permission to move into the rental unit prior to April 1.

Analysis

In order to establish their claim, the tenants must prove that they had a contractual right to occupy the rental unit prior to April 1, 2015, which is the date the parties both agreed was the first day of the tenancy pursuant to the tenancy agreement. I find that the tenants have not proven that they had a contractual right to occupy the unit earlier than the date specified on the tenancy agreement. I find that they moved into the unit on March 23 without the permission of the landlord. Because they did not have a right to occupy the unit on March 23 and because they occupied the unit outside a tenancy agreement, I find that they are not protected by the *Residential Tenancy Act* and the landlord's actions cannot be said to have been in breach of the Act or the tenancy agreement. For these reasons, I dismiss the claim.

Conclusion

The claim is dismissed.

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: September 04, 2015

Residential Tenancy Branch

