



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the Tenant's Application for Dispute Resolution, seeking a return of her security deposit.

The Tenant appeared, gave affirmed testimony and was provided the opportunity to present her evidence orally and in written and documentary form, and make submissions to me.

The Landlords did not appear, although the Tenant submitted proof of registered mail service of the Notice of Hearing.

Issue(s) to be Decided

Is the Tenant entitled to a monetary order for a return of her security deposit?

Background and Evidence

The Tenant testified that this month to month tenancy began on July 1, 2010, ended on October 10, 2010, monthly rent was \$1,250.00 and a security deposit of \$625.00 was paid prior to the tenancy.

The Tenant supplied evidence that she gave the Landlords her written forwarding address on October 12, 2010, but did not supply any documentary evidence such as a copy of the tenancy agreement or receipt of payment of the security deposit.

Analysis

Based on the foregoing testimony and sufficient evidence, and on a balance of probabilities, I find as follows:

When making a claim for damages under a tenancy agreement or the *Act*, the party making the allegations has the burden of proving their claim. Proving a claim in damages requires that it be established that the damage or loss occurred, that the damage or loss was a result of a breach of the tenancy agreement or *Act*, verification of the actual loss or damage claimed and proof that the party took all reasonable measures to mitigate their loss.

In the absence of documentary proof of a tenancy, tenancy agreement or proof of payment of a security deposit, I find the Tenant has failed to substantiate her claim for a return of her security deposit.

I therefore dismiss the Tenant's application, with leave to re-apply.

Conclusion

The Tenant's Application for Dispute Resolution is dismissed with leave to re-apply.

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 02, 2011.

Residential Tenancy Branch