

## **DECISION**

Dispute Codes      MNDC, MNR, MNSD, FF

### Introduction

This hearing dealt with an application by the tenant seeking an order for doubled the security deposit and for a monetary order for repairs the tenant claims they made. Despite having been served with the application for dispute resolution and notice of hearing by registered mail on March 21, 2011 the landlord did not participate in the conference call hearing. The tenant gave affirmed evidence.

### Issue to be Decided

Is the tenant entitled to any of the above under the Act, Regulations or Tenancy Agreement?

### Background, Evidence

The tenant's testimony is as follows. The tenancy began on November 16, 2010 and ended on January 11, 2011. The tenants were obligated to pay \$850.00 per month in rent in advance and at the outset of the tenancy the tenants paid a \$425.00 security deposit. The tenant provided some documentary evidence. The tenant testified to the following; the landlord gave a verbal notice of eviction for failure to pay the rent and had three men attend the unit to threaten her to move, the police were called and told the tenant to move without resistance, the tenant was fearful and left within 24 hours, and that she had a family friend repair some drywall in the unit.

### Analysis

The tenant submitted in her evidence package a 10 day Notice to End Tenancy for Unpaid Rent. I asked the tenant if she had paid, she testified she had and submitted her receipts as part of her evidence package. When I explained that I had a receipt for partial payment but not the total amount, she contradicted her testimony and said the

landlord hadn't given her receipts for the last two months. She also testified that the landlord had given her "a few eviction notices". I asked if she had ever disputed them she said "no I didn't". The tenant also included in her own evidence letters from the landlord dated after the tenancy had ended that she still had not paid him the rent and he was seeking money for damages. I find the tenant's testimony and documentary evidence to be contradictory and therefore unreliable. I am not satisfied the tenant has proven their claim.

Conclusion

The tenant's application 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: June 09, 2011.

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Residential Tenancy Branch