



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$300.00.

Some documentary evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

The parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established a monetary claim against the respondent, and if so in what amount.

Background and Evidence

The applicant testified that this tenancy began on October 1, 2013 and ended on January 31, 2014.

The applicant testified that she paid a security deposit of \$300.00, in cash, to the landlord at the beginning of the tenancy.

The applicant further testified she gave the landlord a forwarding address in writing, personally, on December 31, 2016, along with her Notice to End Tenancy.

The applicant stated she is therefore requesting an order for the return of her security deposit.

The landlord testified that the tenant never paid a security deposit, and in fact the deposit was waived at the beginning of the tenancy because the tenant was short on funds.

The landlord further testified that he allowed the tenant to move in before October 1, 2013 with the agreement that she would clean the place in exchange for being allowed to move in early.

The landlord further testified that the tenant never gave them a forwarding address in writing nor did she give them a Notice to End Tenancy, and the first time he ever saw the letter that the tenant has supplied in her hearing package was when he received this hearing package.

In response to the landlord's testimony the tenant stated that she did pay a security deposit, in cash, to the landlord and, although no receipt was given, she argues that the

landlord would not have allowed her to move into the rental unit had she not paid a security deposit.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

In this case, since the applicant has provided no supporting evidence of having paid a security deposit, it is just her word against that of the landlord, and that is insufficient to meet the burden of proving her claim.

It is my finding therefore that the applicant has not met the burden of proving that a security deposit was ever paid to the landlord.

Conclusion

This application is dismissed in full without leave to reapply.

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 20, 2016

Residential Tenancy Branch

