



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNSD FF

### Introduction

The Application for Dispute Resolution (the “Application”) was filed by the tenant under the *Residential Tenancy Act* (the “Act”) for a monetary order for the return of double the amount of the security deposit, and to recover the cost of the filing fee.

The tenant and the landlords attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions during the hearing.

Neither party raised any concerns regarding the service of documentary evidence.

### Issue to be Decided

- Is the tenant entitled to the return of double the security deposit pursuant to section 38 of the *Act*?

### Background and Evidence

During the hearing the landlords denied that the tenant paid a security deposit during the tenancy. The tenant provided affirmed testimony that it is possible that she did not pay a security deposit at the start of the tenancy. The tenant did not submit any documentary evidence in support that she paid a security deposit during the tenancy.

### Analysis

Based on the above and the evidence provided, and on a balance of probabilities, I find the following.

As the tenant testified that it is possible that she did not pay a security deposit and the landlords both testified that the tenant did not pay a security deposit during the tenancy, **I dismiss** the tenant's Application in full **without leave to reapply** pursuant to section 62(4)(c) of the *Act* which states:

**Director's authority respecting dispute resolution proceedings**

**62 (4) The director may dismiss all or part of an application for dispute resolution if**

**(c) the application or part is frivolous or an abuse of the dispute resolution process.**

[my emphasis added]

Based on the above, I find the tenant's Application is both frivolous and an abuse of the dispute resolution process as the tenant has requested double the amount of a security deposit that she has testified may never have been paid, and to which the landlords have testified was never paid during the tenancy.

Given the above, **I do not grant** the tenant the recovery of the cost of the filing fee.

Conclusion

The tenant's application is dismissed as it is both frivolous and an abuse of the dispute resolution process.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 15, 2016

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Residential Tenancy Branch