



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38; and

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that they received the landlords' documentary evidence. The tenant did not submit any documentation for this hearing.

Issue to be Decided

Is the tenant entitled to the return of her security deposit?

Background, Evidence

The tenant's testimony is as follows. The tenancy began on August 1, 2004 and ended on August 1, 2016. The tenant was obligated to pay \$933.40 per month in rent in advance and at the outset of the tenancy the tenants paid a \$400.00 security deposit and a \$400.00 pet deposit. The tenant testified that she provided her forwarding address on August 17, 2016 by dropping off a letter in the landlords' mailbox at their home. The tenant testified that they are seeking the return of their deposit plus interest.

The landlord gave the following testimony. The landlord testified that a deposit was not posted by the tenant at the outset of the tenancy or anytime thereafter. The landlord testified that her deceased mother rented the suite to the tenant and everything was done verbally and in a casual manner. The landlord testified that their records do not reflect any deposit was paid as alleged by the tenant.

Analysis

While I have turned my mind to all the documentary evidence and the testimony of the parties, not all details of the respective submissions and arguments are reproduced

here. The principal aspects of the tenant's claim and my findings around each are set out below.

The tenant stated that she had all the evidence to prove that she paid the security deposit and that she provided her forwarding address in writing to the landlord, however, the tenant did not provide any of that documentation for this hearing. As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their claim. When one party provides evidence of the facts in one way, and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

Based on the insufficient evidence before me the tenant has not satisfied me that a security deposit was paid, accordingly; I dismiss the tenants' application.

Conclusion

The tenants' application is dismissed in its entirety.

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 14, 2017

Residential Tenancy Branch