



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MNSD OLC

Introduction

This hearing dealt with an application by the tenant for recovery of the security deposit and an order that the landlord comply with the Act, regulation or tenancy agreement.

Issue(s) to be Decided

Did the tenant pay a security deposit?

Background and Evidence

The testimony of the tenant was that he paid a security deposit of \$550 to the landlord on April 15, 2008. The tenant provided as evidence a copy of a cheque for \$550 made out to the landlord and dated April 15, 2008. The cheque does not contain any notation that indicates it was paid as a security deposit or as rent. The tenant's testimony was that he thought the tenancy began on May 1, 2008. The landlord gave him a key and told him that he could move in early, and begin paying rent on May 1, 2008. The tenant began moving into the rental unit the next day, on April 16, 2008. The tenant moved out on November 7, 2008.

The testimony of the landlord was that the \$550 that the tenant paid by cheque on April 15, 2008 was for rent for the second half of April 2008. The tenant never paid a security deposit, and the landlord did not tell the tenant he could move in early but not pay rent for the second half of April.

Analysis

In considering all of the evidence, I find that I prefer the evidence of the landlord as more credible. I find that the tenant did not pay a security deposit and I therefore dismiss that portion of the tenant's application.

As the tenancy has ended, and the tenant did not raise any other issues for which he sought an order that the landlord comply, I also dismiss the portion of the tenant's application regarding an order that the landlord comply.

Conclusion

The application is dismissed.

Dated January 22, 2009.