



Dispute Resolution Services

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

Decision

Dispute Codes: MNR MNSD

Introduction

Some documentary evidence has been submitted prior to the hearing. I have thoroughly reviewed all 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.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$760.00

Background and Evidence

Security deposit:

The tenant has applied for the return of double the remaining security deposit. The tenant allowed a deduction of \$75.00 from the original \$325.00 deposit and is therefore asking for \$275.00 X 2 for a total of \$550.00. However the tenant has not met the burden of proving that he gave the landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for arbitration.

Therefore at the time that the tenant(s) applied for dispute resolution, the landlord(s) were under no obligation to return the security deposit and therefore this application is premature.

I therefore dismiss this claim with leave to re-apply.

At the hearing the tenant stated that the address on the application for dispute resolution is the present forwarding address; **therefore the landlord(s) are now considered to have received the forwarding address in writing as of the hearing date, of January 27, 2009.**

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Labour charge:

The tenant claims to have repaired a leaking toilet and to have installed window blinds and a towel rack and is asking to be paid \$210.00 for this work.

The landlord testified that she is not aware of any toilet leak nor did the landlords agree to pay the tenant to install any window blinds or towel rack and in fact at the end of the tenancy the towel racks were off the wall.

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 it is my decision that the tenant has not met the burden of proving the claim for labour charges.

Conclusion

The claim for return of the security deposit is dismissed with liberty to re-apply.

The claim for labour charges is dismissed without liberty to re-apply.

I further order that the applicant(s) Douglas Warren Powell, pay the filing fee of \$50.00, that was previously waived, to the director of the Residential Tenancy Office.

Dated: January 29, 2009