



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD & FF

Introduction

Having heard the evidence of the parties, under affirmation, and having given the parties the opportunity to give their evidence orally and to provide written and documentary evidence, and to cross-examine the other party, and to make submissions to me, I have determined:

Issues(s) to be Decided

This is a request for the return of double the security deposit plus interest, and a request for the respondent to bear the cost of a \$50.00 filing fee paid for this hearing

Background and Evidence

The applicant testified that:

- He moved into the rental unit on June 1, 1975 and paid a \$175.00 security deposit.
- He does not have a receipt for the security deposit but was told by his previous landlords, each time the property sold, that the security deposit was passed on to the new landlord.
- Although he has sent a request in writing the present landlord has failed to return the security deposit.

The applicant is therefore asking for an order for the landlord to pay double the security deposit plus interest and an order for the landlord to bear the costs of the filing fee that was paid for this hearing.

The respondent testified that:



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- He was told when he purchased the property that there was no security deposit in place and no deposit of any kind was forwarded to him at the time of the purchase.
- The only money that was forwarded to him was rent monies.
- He would gladly have returned the security deposit and interest had the tenant provided him with a receipt showing that a security deposit had been paid.

The landlord is therefore requesting that this application be dismissed.

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 the applicant has provided no supporting evidence and therefore it is just his word against that of the landlords and since the landlord denies ever receiving a security deposit and has no knowledge of one ever being in place, the tenant has not met the burden of proving this claim.

Conclusion

This application is dismissed in full.

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: May 05, 2009.

Dispute Resolution Officer