



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNSD & O

### Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties and the witness the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties and the witness.

All testimony was taken under affirmation.

### Issues(s) to be Decided

This is a request for a monetary order for \$1552.00

### Background and Evidence

Applicant testified that:

- He paid a security deposit of \$250.00 and the landlord has failed to return it.
- He does not have evidence of having paid a deposit as it is his sworn testimony that it was paid.
- He signed an employment agreement with the respondent which states that \$400.00 per month was to be deducted from his pay for accommodation; however, the landlord subsequently deducted \$500.00 per month for the nine months of his tenancy.
- The landlord also deducted a further \$152.00 from his final paycheck without authorization to do so.

The applicant is therefore requesting an order as follows:

\$250.00 security deposit, double	\$500.00
Unauthorized deduction from paycheck	\$152.00
Total	\$1552.00

The respondent testified that:

- No security deposit was ever paid as it was agreed that the landlord would waive the security deposit.
- The employment contract does state that \$400.00 per month would be deducted for accommodations; however the tenant agreed at a later meeting to pay \$500.00 per month if the landlord supplied furniture and paid the utilities.
- The tenant's agent signed a tenancy agreement for shared accommodation with a total rent of \$3000.00 per month to be shared among six people, at \$500.00 per person.
- It was also agreed that since no security deposit was collected, any damages would be deducted from the employee's final paycheck.

## Decision and reasons

### Security deposit

It is my finding that the applicant has not met the burden of proving that he ever paid a security deposit. 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 just the tenant's word against that of the landlord and in the absence of any further evidence, the claim for the security deposit is dismissed.

### Deductions from applicant's paycheck for rent and damages



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The landlord has supplied evidence to show that the rental unit was rented at \$3000.00 per month to be shared between six tenants. Therefore each tenant would be liable for \$500.00 per month.

The applicant has argued that although the tenancy agreement does say \$3000.00 per month, he did not authorize any deduction over and above \$400.00 per month in his employment contract and therefore he does not believe the landlord had the authorization to deduct the extra \$900.00 over the nine months.

The applicant further argued that he never authorized a further \$152.00 deduction from his final paycheck.

It is my finding that I do not have jurisdiction over this portion of the claim, as this is a claim for deductions that were not authorized in an employment contract. The applicant must therefore look to the Labour Relations Board to resolve this portion of the claim.

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: November 04, 2009.

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Dispute Resolution Officer