

DECISION

Dispute Codes:

MNSD

Introduction

This hearing was convened in response to an application by the tenant for a monetary order for the return of the security deposit and compensation under section 38. The application is inclusive of an application for recovery of the filing fee for the cost of this application.

Both, the tenant and the landlord were represented at today's hearing

Issue(s) to be Decided

Is the tenant entitled to double the security deposit amount claimed?

Background and Evidence

The undisputed facts before me by both parties are as follows.

The tenancy began on December 1, 2004 and ended on February 28, 2010. The landlord collected a security deposit of \$200 at the outset of the tenancy. There was a move in inspection conducted at the outset. There was a move out inspection conducted at the end of the tenancy; however the condition inspection report does not reflect that the parties came to agreement as to its administration.

The tenant claims the landlord did not return the security deposit to her. The landlord claims he paid it to her in cash inside of an amount he gave her totalling \$600 – which the tenant agrees to receiving in cash. However, the tenant disputes the amount was

inclusive of the security deposit, stating that the \$600 was reimbursement for costs incurred by the tenant for repairs and improvements. The parties did not reflect this payment of cash amount in writing. The landlord disputes that he has not repaid the security deposit to the tenant.

The tenant testified that she gave her forwarding address in writing to an individual that she believes was an agent for the landlord, on March 08, 2010 and also sent it by registered mail on March 09, 2010 to an address the landlord purportedly provided on a Notice to End the Tenancy from the landlord as the landlord's address. The landlord disputes that he provided the tenant with the address she has indicated – stating he has never lived there. The landlord testified that he does not know whom the tenant is referring as his agent, and he has never received the tenant's forwarding address in writing. I do not have benefit of evidence of a registered mail process or tracking number from the tenant..

The tenant was permitted to fax the Purported Notice to End which she testified she relied upon to send the registered mail to the landlord.

On receipt of the tenant's fax, it revealed that the purported Notice to End is in fact the tenant's own Application for Dispute Resolution which the tenant filed in February 2010: the application having the landlord's address the tenant purports is the landlord's address, and the address to which she sent the registered mail – which according to the landlord – was not and never has been his address.

Analysis

On preponderance of the evidence and on the balance of probabilities, I have reached a decision.

I find that the tenant has provided document evidence which shows she did not send her written forwarding address to a valid address for the landlord, and I accept that the landlord has never received the tenant's forwarding address. I find the tenant's contrasting testimony and evidence places the tenant's credibility into question, and

raises the landlord's credibility in respect to his testimony that he already paid the tenant her security deposit when he gave her \$600 cash upon vacating the tenancy – a transaction to which the tenant has agreed.

As a result of all the above, on the balance of probabilities, I prefer the landlord's testimony that he has already paid the tenant their security deposit back in full, and I therefore **dismiss the tenant's application** in its entirety, without leave to reapply. .

Conclusion

The tenant's application is **dismissed** without leave to reapply.

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*.