



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD OLC FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to have the Landlord comply with the Act, obtain a Monetary Order for the return of her security deposit, and to recover the cost of the filing fee from the Landlord for this application.

Service of the hearing documents, by the Tenant to the Landlord, was done in accordance with section 89 of the Act, sent via registered mail on June 11, 2010. Mail receipt numbers were provided in the Tenant's verbal testimony. The landlord is deemed to be served the hearing documents on June 16, 2010, the fifth day after they were mailed as per section 90(a) of the Act.

Both the landlord and tenant appeared, acknowledged receipt of evidence submitted by the other, gave affirmed testimony, were provided the opportunity to present their evidence orally, in writing, in documentary form, and to cross exam each other.

Issues(s) to be Decided

1. Is the Tenant entitled to a Monetary Order for the return of her security deposit?

Background and Evidence

The Tenant stated that she believes her tenancy began near the beginning of February 2010. Rent was payable in the amount of \$475.00 and the Tenant paid a security deposit of approximately \$225.00 or half of a month's rent.

On March 28, 2010 the Tenant's Agent served the Landlord with written notice to end her tenancy. The Tenant had not been residing in the rental unit since the first week of March 2010. The Tenant confirmed that she has not provided the Landlord with her forwarding address in writing.

Analysis

The Tenant has applied for the return of double the security deposit; however the Tenant has not met the burden of proving that she gave the landlord(s) a forwarding address in writing, as required by the Residential Tenancy Act, prior to applying for dispute resolution.

The burden of proving a claim lies with the person making the claim and when it is just that person's word against the word of the other, that burden of proof is not met. The Tenant confirmed that she did not provide her forwarding address to the landlord in writing.

Therefore it is my finding that, at the time that the Tenant applied for dispute resolution, the Landlord was under no obligation to return the security deposit and therefore this application is premature. I therefore dismiss this claim with leave to re-apply.

Conclusion

I HEREBY DISMISS the Tenant's application, with 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*.

Dated: October 28, 2010.

Dispute Resolution Officer