



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant seeking a Monetary Order for a return of the security deposit.

The Tenant appeared, gave affirmed testimony, and was provided the opportunity to present his evidence orally, in writing, and in documentary form.

There was no proof of service of the Notice of Hearing, but a letter was issued by the representative for the listed Landlord, saying the listed Landlord was not the landlord and that they had no residential units on that property or any property. I am satisfied that the party listed as Landlord did receive notice of the hearing.

Issue(s) to be Decided

Is the Tenant entitled to monetary compensation under sections 38 and 67 of the *Residential Tenancy Act*?

Background and Evidence

The Tenant testified that the tenancy started on July 23, 2010, and ended on August 31, 2010, with a monthly rent of \$412.50. I heard testimony that the Tenant paid \$206.25 as a security deposit.

The Tenant is seeking a monetary order for \$200.00 for a return of his security deposit.

The Tenant supplied no evidence; more particularly he had no proof that he had a tenancy agreement or with whom, that he had paid rent or that he had paid a security deposit.

The Landlord listed by the Tenant was a flower shop and an individual with a first name, but no surname. Upon query, the Tenant could not provide the name of the individual alleged to be the Landlord and admitted he had no receipts for payments.



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Analysis

Based on the above testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim which includes the following four different elements:

First proof that the damage or loss exists, **secondly**, that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement, **thirdly**, to establish the actual amount required to compensate for the claimed loss or to repair the damage, and **lastly** proof that the claimant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

I find the Tenant submitted no evidence to prove any step of the required elements and in support of his claim. I therefore **dismiss** the Tenant's Application.

Conclusion

The Tenant's Application is dismissed.

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: January 12, 2011.

Residential Tenancy Branch