



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD

Introduction

Some 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 the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$1200.00

Background and Evidence

The applicant testified that:

- They paid the security deposit of \$250.00, and a pet deposit of \$150.00 on May 13, 2009.
- On February 24, 2011 they were given a 2 month Notice to End Tenancy for landlord use.
- They moved out of the rental unit on March 25, 2011 and on April 6, 2011 hand delivered a forwarding address in writing to the landlord's office.
- To date they have not received any of their security deposit or pet deposits back and only recently received the \$500.00 free month's rent as compensation for two months Notice to End Tenancy.

The applicants are therefore requesting an order for return of double their security deposit/pet deposit.

The landlords testified that:

- They have not returned any security/pet deposit, because no security deposit or pet deposit was collected for this tenancy.
- They also never received a forwarding address in writing from the tenants and therefore there was a delay in paying the one month compensation.
- Once they had an address for the tenants, from the application for dispute resolution, they paid the compensation.

The respondents therefore believe this application should be dismissed.

Analysis

The applicants claim to have paid a security deposit and pet deposit however they have supplied no evidence in support of that claim and since the landlords deny ever receiving a deposit, it is my decision that the tenants have not met the burden of proving that they ever paid a security deposit or pet 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.

The landlords were required to pay the tenants one month's compensation for having given a two months notice for landlord use however both sides agree that that now has been paid.

Conclusion

This application is dismissed in full 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*.

Dated: July 25, 2011.

Residential Tenancy Branch