



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

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 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 \$1250.00.

Background and Evidence

The applicants testified that:

- They did not have the money for a security deposit at the beginning of the tenancy and therefore the landlord agreed to credit them a security deposit for doing renovations on the home.
- On the tenancy agreement it was agreed that a security deposit of \$625.00 would be paid by April 1, 2010, and beside the security deposit section the following was written by the tenant with the full knowledge and agreement of the landlord:
 - “Paid by renovating home. Deposit will be returned at end of tenancy.”

- At the end of the tenancy the landlord has refused to return their security deposit even though they have given him a written request for return of the deposit and a forwarding address.

The applicants are therefore requesting an Order for double their \$625.00 security deposit, for a total of \$1250.00.

The respondent testified that:

- He did agree to allow the tenants to do some renovations in the home, however he paid the tenants in full for those renovations and there was never any agreement to credit a portion of the work towards a security deposit.
- The tenancy agreement that he signed did not have the clause ("Paid by renovating home. Deposit will be returned at end of tenancy"), this clause has been added by the tenants after the agreement was signed.
- The tenants did not have the money for a security deposit, and therefore he agreed to allow them extra time to pay that deposit, however it was never paid.

Analysis

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.

It is my decision that the applicants have not met the burden of proving a security deposit was ever paid, or that they were credited with a security deposit for work done.

The tenant admits that the clause "Paid by renovating home. Deposit will be returned at end of tenancy" was written by her on the tenancy agreement, and although the tenants claim that that was on the agreement when they signed it, it is my decision that they have not met the burden of proving that claim.

Generally when handwritten additions are made to a tenancy agreement, those additions are initialed by both the landlord and the tenant however in this case there are no initials beside the handwritten addition, and since it is just the tenants word against that of the landlord, the tenants have not met the burden of proving that that addition was on the agreement when the tenancy agreement was signed.

Further although the tenants claim that the landlord agreed to credit them with the security deposit for work done, the landlord denies that there was ever such an agreement and therefore since it is just the applicant's word against that of the respondent's, again the applicants have not met the burden of proving that there was ever such an agreement.

Therefore since it is my decision that the tenants have not met the burden of proving that a security deposit is in place, I will not order the return of any deposit to the tenants.

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 27, 2011.

Residential Tenancy Branch