



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the tenant's application for the return of the security deposit and to recover the filing fees associated with this application.

Both parties attended the hearing. At the outset, the landlord refused to provide information such as the amount rent and asserted that it was not relevant to the claim. The landlord's tone was aggressive, argumentative and laced with profanity and foul language. When I asked the landlord to refrain from swearing, he said that it was me who would have to thicken my skin. The tenant tried to testify, however the landlord continually interrupted in the same manner. The landlord refused to correct his behavior after being warned several times. He stated continually that unless I had the burden of proof I was wasting his time.

Section 8.7 of the *Residential Tenancy Branch Rules of Procedure* states:

"Disrupting the other party's presentation with questions or comments will not be permitted. A person who does not comply with the Dispute Resolution Officer's direction may be excluded from the dispute resolution proceeding and the Dispute Resolution Officer may proceed with the dispute resolution proceeding in the absence of the excluded party."

The landlord did not comply: accordingly, the conference call was locked to prevent further disruptions and the hearing proceeded in the landlord's absence.

Issue(s) to be Decided

Is the tenant entitled to the return of the security deposit?

Is the tenant entitled to recover the filing fee?

Background and Evidence

There was no documentary evidence before me from the tenant regarding this tenancy. The rental unit consists of the upper floor of a single detached home. The tenant testified that pursuant to a written agreement, the tenancy started on September 1st, 2009. The rent was \$1000.00. The tenant stated that the landlord wanted \$1000.00 for a security deposit, which she paid by giving the landlord \$500.00 cash, and five subsequent instalments of \$100.00 paid with the rent. She stated that the landlord did not give her any receipts or a copy of the tenancy agreement. She said that the tenancy ended on February 28th, 2011, and that she gave the landlord her forwarding address in writing on March 22nd, 2011.

Analysis

In this matter, the burden of proof was on the tenant to establish that she was entitled to the return of the security deposit. While I accept the tenant's testimony that she paid the landlord a security deposit, I find that the tenant has provided insufficient evidence of the exact amount.

Conclusion

Accordingly, the tenant's application is dismissed 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: July 07, 2011.

Residential Tenancy Branch