



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the tenant for return the security deposit, money owed or compensation for damage or loss and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the tenant entitled to any of the above under the Act.

Background and Evidence

This tenancy began in mid October, 2009 with monthly rent of \$775.00. On January 5, 2011 the tenant gave the landlord written notice that she would be vacating the rental unit on January 31, 2011. On March 22, 2011 the tenant provided the landlord with their forwarding address in writing.

The landlord testified that the tenant had in fact not paid a security deposit and this is clearly noted on the written tenancy agreement at #5 where the security deposit has been struck out and no dollar amount noted in the field. The landlord stated that he knew the tenant did not have a lot of money when she moved in to the rental unit and that is why he did not request a security deposit from the tenant.

The landlord also refers to the tenant's cheque #189 which is noted as payment for ½ month's rent in the memo portion of the cheque. The landlord stated that this was rent paid by the tenant as she took occupancy of the rental unit in mid October and not November 1, 2009.

The tenant testified that her recollection was that she had paid a security deposit and then a full month's rent and that she had moved in to the rental unit sometime in late October 2010 but was not sure of the date. The tenant offered no testimony in regards

to paying a security deposit and a portion of rent for October 2009, just that she had paid \$387.50 and then on November 1, 2009 she paid rent of \$775.00. The tenant implied that cheque #189 for \$387.50 was a security deposit however the landlord was very clear in stating that the tenant paid a portion of rent for October 2009 and that was what the \$387.50 cheque #189 was for.

Analysis

Based on the documentary evidence and testimony of the parties, I find on a balance of probabilities that the tenant has not met the burden of proving that they have grounds for entitlement to a monetary order for return of double the security deposit.

The tenant has not proven that a security deposit was ever paid to the landlord therefore the tenant's claim for double the security deposit is of no consequence. The tenant took early possession of the rental unit, paid a portion of rent and then on November paid a full month's rent. The tenant has not provided evidence showing that in addition to these two payments that a third payment for the security deposit was ever made.

The tenant's application is hereby dismissed without leave to reapply.

As the tenant has not been successful in their application they are not entitled to recovery of the \$50.00 filing fee.

Conclusion

The tenant's application is dismissed in its entirety 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 4, 2011.

Residential Tenancy Branch