



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with cross applications. The landlord is seeking a monetary order. The tenant is seeking the return of double the security deposit and monetary order for compensation. Both parties participated in the conference call hearing. Both parties gave affirmed evidence

Issues to be Decided

Is the landlord entitled to a monetary order?
Is the tenant entitled to the return of double the security deposit?
Is the tenant entitled to a monetary order for compensation?

Background and Evidence

The tenancy began on or about July 15, 2009 and ended August 15, 2011. Rent in the amount of \$1325.00 is payable in advance on the fifteenth day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$662.50.

The tenant's gave the following testimony; the landlord has not returned the security deposit, gave their forwarding address verbally to the landlord, the landlord owes them \$500.00 in utilities paid as part of their tenancy agreement, landlord insisted on the tenants paying cash, dispute that they owe any rent, and the landlord refused to give receipts.

The landlord gave the following testimony; tenants gave their forwarding address on approximately August 18, 2011, no move in nor move out inspection report was conducted, has already returned the security deposit in cash as demanded by the tenant, the tenant still owes \$325.00 rent for the month of May and \$1325.00 for the month of June.

Analysis

Both parties submitted some documentary evidence however; none of it was helpful to support either application. This tenancy was based on verbal agreements and cash payments. No receipts or tenancy agreements were submitted for this hearing. Each party adamantly disputed the facts as presented by the other party. Both parties indicated to me that they had conclusive evidence at home that would support their case, but none of it was submitted to the Branch for this hearing.

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case both parties are responsible as they have each made an application. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

With no relevant evidence or documentation before me, neither party has been successful in their application.

Conclusion

The landlord's application is dismissed in its entirety without leave to reapply.

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: November 24, 2011.

Residential Tenancy Branch