



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenant to obtain a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$1,000.00.

### Issue(s) to be Decided

1. Has the Tenant met the burden of proof to obtain a monetary order pursuant to section 67 of the *Residential Tenancy Act*?

### Background and Evidence

The Tenant first advised that he served the Landlord with the notice of hearing documents by shoving them through the mail crack in the Landlord's door. Then upon further clarification he stated he handed the hearing documents to the Landlord on the same day they were issued, August 2, 2011.

The Tenant was not able to state when he moved into the rental unit however he believes he resided there for approximately three months before being kicked out on August 24, 2011. He recalls celebrating and drinking around that time and believes that is what caused him to be kicked out. His rent was \$475.00 per month and he made \$200.00 as a security deposit.

He is seeking to have his security deposit returned and to have \$1,000.00 for his pain and suffering for having to live in a bed bug infested place that was under construction. He confirmed he has not provided the Landlord with his forwarding address in writing because he does not want the Landlord to know where he is currently residing.

### Analysis

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*.

The tenant has applied for monetary compensation requesting the return of his security deposit however the evidence supports the tenant has not provided his forwarding address in writing to the Landlord. As per the aforementioned the Landlord is under no obligation to return the Tenant's security deposit and I find the Tenant's application for the return of his security deposit is premature.

The remainder the Tenant's claim pertains to claims that he had personal suffering because the rental unit had bed bugs and was under construction. In the absence of evidence to support the Tenant's allegations or evidence to support he informed the Landlord in writing of the deficiencies, I find there to be insufficient evidence to support his claim. Accordingly I dismiss his claim for pain and suffering, without leave to reapply.

### Conclusion

The Tenant's claim for the return of his security deposit is dismissed with leave to reapply.

The remainder of the Tenant's claim is dismissed, 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 04, 2011.

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Residential Tenancy Branch