



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This conference call hearing was convened in response to the tenant's application for the return of his security deposit.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

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

Background and Evidence

The rental unit consists of an apartment in a multi-unit complex. Pursuant to a written agreement, the tenancy started in May 2011 between 2 occupant tenants. The tenant who filed this application was not named in the agreement. The rent is \$900.00 per month.

The tenant testified that in November 2011 he moved in as roommate with N.G, one of the tenants named in the agreement. He stated that at N.G's request he gave her \$212.50 as security deposit in form of a cheque issued by the Ministry of Social Services, and said that N.G gave the cheque to the landlord. The tenant said that he ended the tenancy in January 2012, and that the landlord did not return the security deposit.

The landlord testified that she was not informed when the tenant moved in with N.G. She stated that she was awarded an Order of Possession for unpaid rent, which resulted in N.G. vacating the unit on April 17, 2012. She stated that N.G. never gave the landlord a cheque for \$212.50 from the Ministry of Social Services. In her documentary

evidence, the landlord provided copies of 4 receipts for payments from N.G, none of which corresponded to \$212.50.

Analysis

The burden of proof was on the tenant to establish his claim. To do this, the tenant must provide sufficient evidence that the landlord violated the Act, regulation, or tenancy agreement; that the violation resulted in damage or loss to the tenant; and that the actual amount required as compensation for that loss is verifiable.

I find that the tenant provided insufficient evidence to prove, on a balance of probabilities that not only the landlord actually received the cheque, but that the landlord also negotiated and withheld the cheque from the tenant. The tenant entered into what appears to be a sub-let tenancy with N.G. N.G. did not seek the landlord's approval for this endeavour, as required under the Act, and took \$212.50 as security deposit from the tenant. This dispute appears to be between the tenant and N.G.

Conclusion

The tenant's application is dismissed.

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: May 08, 2012.

Residential Tenancy Branch