



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

Some documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for an order for return of the security deposit in the amount of \$462.50 and a request for recovery of the \$50.00 filing fee.

Background and Evidence

The applicant testified that:

- A security deposit of \$462.50 was paid on July 11, 2007, and the tenancy began on August 1, 2007.
- She vacated the rental unit on October 31, 2012 and at that time gave the landlord a forwarding address in writing, along with the keys.

- She had not received her security deposit back and therefore on November 28, 2012 applied for dispute resolution.
- She subsequently received a cheque for her full security deposit security deposit which was postmarked November 28, 2012; however there was no interest included with the security deposit.

The respondent testified that:

- They did receive a security deposit of \$462.50 on July 11, 2007.
- The tenant did vacate the rental unit on October 31, 2012, however she did not provide them with a forwarding address in writing.
- They did not receive the forwarding address until approximately 2 weeks later when they received a phone call from the tenant.
- Once they had the tenants forwarding address, the full security deposit was returned to the tenant.
- They did not include any interest, because they went to the Residential Tenancy Branch website and it was their understanding that no interest was required.

Analysis

It's my decision that the applicant has not met the burden of proving that a forwarding address in writing was given to the landlords at the end of the tenancy.

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent that burden of proof is not met.

Therefore since the full security deposit has now been returned, I will not issue any order for the return of the deposit.

The Residential Tenancy Act does however require that the landlord pay interest on security deposits at the rate set out by the Residential Tenancy Branch each year and in

this case the landlords owed a total of \$10.30 in interest at the end of the tenancy and therefore I will issue an order for payment of that \$10.30.

I will not however order that the landlords pay the filing fee, as I've only allowed a very small amount of the tenants claim.

Conclusion

I have issued an order for the respondents to pay \$10.30 to the applicant.

The remainder of this 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: March 05, 2013

Residential Tenancy Branch

