



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding B.C. Ltd. 0937715  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC

### Introduction

This hearing dealt with an application by the tenant seeking an order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement. Both parties participated in the conference call hearing.

### Issues to be Decided

Is the tenant entitled to a monetary order?

### Background and Evidence

The tenancy began on or about September 1, 2011. Rent in the amount of \$550.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$275.00.

The tenant gave the following testimony:

The tenant had paid his rent by direct deposit through “the Ministry”. The Ministry paid his rent on May 25, 2012 to his old landlord. The new landlord knocked on the tenants’ door on May 26, 2012 and demanded the rent due. The tenant paid the new landlord in cash that same day. The tenant stated he has paid the June 2012 rent twice and wants his money back. The tenant stated that the previous property managers and caretakers were all stealing money and that it’s been a problem since he moved in.

The landlord gave the following testimony:

The subject landlord purchased the building and took possession on May 9, 2012. The landlord stated he has only received the one rental payment that was due and has never been in possession of this “extra payment”.

### Analysis

As explained to the parties during the hearing, the onus or burden of proof is on the party making the claim. In this case, the tenant must prove their claim. 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 the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. The tenant was unable to provide any supporting documentation to support his claim. The tenant has not satisfied me of his claim as alleged and I therefore dismiss the tenant’s application in its entirety.

### Conclusion

The tenant’s claim 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: April 03, 2013

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Residential Tenancy Branch

