



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an application by the tenants seeking the return of their security and pet deposits. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

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

Background and Evidence

The tenancy began on or about September 15, 2013 and ended on February 8, 2013. Rent in the amount of \$750.00 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 \$375.00 and \$375.00 for a pet deposit.

The tenant gave the following testimony:

The tenants stated that the landlord evicted them through the Direct Request Process. The tenants stated that they wished to continue living at this location but were forcibly removed from the unit by bailiffs. The female tenant stated that she had provided her forwarding address in writing the day that the bailiffs attended.

The landlord gave the following testimony:

The landlord stated that the tenants did not provide their forwarding address on February 8, 2013 or any subsequent date.

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 tenants 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 stated that she provided her forwarding address in writing on February 8, 2013 at the rental unit to the landlord personally and had a witness that could prove it; however that witness did not participate in this hearing. On the tenants application for dispute resolution the tenants wrote that they had sent their forwarding address "via mail". The tenants did not provide any documentation to support their claim. The tenants were hostile and aggressive during the hearing. I cautioned the tenants twice about their demeanour and focus on providing information in regards to their application. The male tenant continued yelling in the background throughout the hearing. I did not find the tenants testimony compelling due to the inconsistent version of how they provided their forwarding address. Based on all of the above and on the balance of probabilities, the tenants have not provided sufficient evidence to prove that they gave their forwarding address as is required under the Act.

Conclusion

I dismiss the tenant's application 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: May 30, 2013

Residential Tenancy Branch