



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD

### Introduction

This is an application filed by the Tenant for a monetary order for money owed or compensation for damage or loss and the return of all or part of the security deposit.

Both parties attended the hearing by conference call and gave testimony. Both parties agreed that the Tenant did not serve the Landlord with his documentary evidence. The Landlord has submitted documentary evidence, which the Tenant has acknowledged receiving. I find that although some of the documentary evidence is different, the core of the referred documents submitted and by both parties are the same. I am satisfied that both parties have been properly served with the notice of hearing package and the referred documentary evidence.

### Issue(s) to be Decided

Is the Tenant entitled to a monetary order?

### Background and Evidence

Both parties agreed that this Tenancy began on April 1, 2013 and ended on April 10, 2013. The submitted copy of the signed tenancy agreement shows that the monthly rent was \$600.00 and a \$300.00 security deposit was paid. Both parties agreed that the Landlord received the Tenant's forwarding address in writing on April 11, 2013 in a letter.

The Tenant states that he was evicted without notice or cause by the Landlord on April 10, 2013 after only residing at the rental unit for 10 days. The Landlord disputes this, stating that the Tenant verbally told her that he would move out in June and then changed his mind and verbally told her that he would be vacating the rental unit on April

15, 2013. The Tenant relies on a hand written letter dated April 10, 2013 by the Landlord as proof that he was given an eviction notice without cause. The note states, "Upon your departure on May 1, 2013 you will receive your damage deposit of \$300.00 assuming everything is left as it was when you moved in." The Landlord states that the Tenant failed to provide a proper 1 month notice to end the tenancy and that the Landlord did not give any eviction notices to the Tenant. The Landlord states that the Tenant chose to move out early and that the Tenant was informed that as he chose to move out early that he was still responsible for the April rent. The Tenant states that he was afraid that the Landlord would cause him trouble by calling the police against him and make accusations. The Tenant states that he has had many problems in the past with other people who have taken advantage of him. The Tenant stated that he had a witness, but did not call him.

The Tenant seeks a monetary order for \$1,700.00. This consist of \$600.00 for the return of double the security deposit, \$600.00 for the return of April 2013 rent and \$500.00 for moving costs.

### Analysis

The onus or burden of proof lies with the party who is making the 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 their claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails. I prefer the evidence of the Landlord over that of the Tenant. The Tenant has failed to provide any credible evidence that the Landlord served the Tenant with a notice to end tenancy or that she was responsible for him incurring moving costs. The Tenant has failed to provide any details for the moving costs. I find that the (eviction) note that the Tenant is referring to is just a statement that the security deposit would be returned after the end of the tenancy if the state of the rental unit was satisfactory. There is no evidence before me that the Landlord gave notice to end the tenancy forcing the Tenant to vacate. The Tenant has failed to establish a claim for the return of April rent and moving costs. The Tenant's request for the return of April rent and for moving costs is dismissed.

Both parties agreed that the Tenancy ended on April 11, 2013 and that the security deposit was \$300.00. Both parties also agreed that the Landlord received the Tenant's forwarding address in writing on April 11, 2013. Although the Landlord has provided evidence that she could return the security deposit in the form of a letter sent to the Tenant and a copy of the money order. The Landlord admitted that the security deposit was not returned even though she had a forwarding address in writing. The Landlord

has failed to comply with section 38 of the Residential Tenancy Branch by returning the security deposit within 15 days after the end of the tenancy or when the forwarding address in writing was received. The Landlord must pay the Tenant double the security deposit. The Tenant has established a monetary order for \$600.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

### Conclusion

The Tenant is granted a monetary order for \$600.00.

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: July 19, 2013

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Residential Tenancy Branch