



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with an application by the tenant seeking the return of double the security deposit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to double the security deposit?

Background and Evidence

The tenant gave the following testimony:

The tenancy began on or about June 15, 2013 however the tenant was able to move in on June 11, 2013. Rent in the amount of \$625.00 is payable in advance on the first day of each month. The tenant stated that she paid \$312.50 towards a security deposit and \$312.50 towards the rent. The tenant stated the landlord told her to provide a pro-rated amount for the balance of June and then provide a full \$625.00 towards rent on July 1, 2013 to make the 1st the rent due date. The tenant stated that on the day she moved in she was quite displeased with the condition of the unit. The tenant stated the landlord did not conduct the cleaning and work as discussed at the initial viewing. The tenant stated that she gave the landlord notice on June 11, 2013 to vacate by July 15, 2013. The tenant stated that she provided her forwarding address on that day as well.

The landlord gave the following testimony:

The landlord stated that the initial \$625.00 payment was for one month's rent. The landlord stated the tenant had legal possession of the unit for one month and only provided the equivalent of one month's rent. The landlord stated that the tenant had

asked for the early move in date. The landlord stated the payment due on July 1st was to be for the security deposit.

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 stated that she had a cancelled cheque from June 11, 2013 that reflects the half a months' rent payment and the full security deposit payment. The tenant stated that the signed tenancy agreement also reflects the above terms. The tenant did not submit either document for consideration for this hearing. The tenant was unable to provide evidence that a security deposit had been paid.

Based on the insufficient evidence before me I dismiss the tenants' application.

Conclusion

The tenant's application is dismissed 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: October 24, 2013

Residential Tenancy Branch

