



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with an Application for Dispute Resolution filed on February 20, 2014, by the Tenant to obtain a Monetary Order for the return of double her security deposit.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process; however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Has the Tenant proven entitlement to double her security deposit?

Background and Evidence

It was undisputed that the parties executed a written tenancy agreement for a fixed term tenancy that commenced on February 1, 2013 and was scheduled to switch to a month to month after July 30, 2013. The Tenant was required to pay rent of \$620.00 plus \$35.00 for utilities on the first of each month and on January 15, 2013 the Tenant paid \$310.00 as the security deposit plus \$35.00 as a key deposit. On March 31, 2014 the Tenant gave notice to end the tenancy effective April 30, 2013. The parties conducted a walk through inspection and completed condition inspection report forms at move in February 1, 2013 and at move out near the end of April 2013. The Tenant provided a forwarding address to the Landlords during the move out inspection.

The Tenant testified that the Landlord deducted \$90.00 from her security deposit return without her permission. She confirmed that she had signed the Landlords' security

deposit refund form, as provided in the Landlords' evidence, but argued that the deduction of \$90.00 for carpet cleaning was added to the form after she had signed it. She noted that she did not receive the partial refund cheque of \$255.00 until March 4, 2014, which is late so she is seeking the return of double her full deposit.

The Landlords testified that the \$90.00 for carpet cleaning was written on the security deposit refund form before the Tenant signed it. They argued that they have been doing this business for a long time and know the proper process. They use the services of a professional carpet cleaning company who provide them with standard flat rates and for a studio apartment, such as the Tenant's unit, they charge \$90.00, which is the amount they deducted from the refund.

The Landlords pointed to their evidence which included a copy of cheque #23612 issued to the Tenant on April 29, 2013 for \$255.00 (\$310.00 deposit + \$35.00 key deposit - \$90.00 carpet cleaning). They also provided a copy of the original envelope which is post marked April 30, 2013, which is marked "return to sender" and shows the address that was provided as a forwarding address by the Tenant. They noted that this was not returned to them until February 3, 2014 only a few weeks before the Tenant filed her application for double the deposit.

The Landlords submitted that they received a call from the Tenant looking for her deposit refund and they told her she had to provide them with her new address in writing. Then when they received the Tenant's application for dispute resolution they noticed a different address listed so they sent her another cheque for \$255.00, which she cashed upon receipt in March 2014.

In closing, the Tenant became very upset that the Landlords made a comment that she may be trying to play the system in order to get double her security deposit back. She began to submit testimony that was not relevant to the matters before me and when I attempted to re-direct her to the matters at hand she became upset and disconnected from the proceeding at 1:33 p.m. The hearing was concluded at 1:35 p.m.

Analysis

I have carefully considered the foregoing and all documentary evidence. On a balance of probabilities I find as follows:

A party who makes an application for monetary compensation against another party has the burden to prove their claim. Awards for compensation are provided for in sections 7 and 67 of the *Residential Tenancy Act*.

The evidence supports that the Landlord mailed the balance owing of the security deposit and key deposit on April 30, 2013, and that cheque was returned to sender. The Tenant moved and as soon as the Landlord received her application for dispute resolution they noted that the Tenant had a new mailing address. Another cheque for

\$255.00 was mailed to the Tenant; which the Tenant received and cashed on March 4, 2014.

In the case of verbal testimony when one party submits their version of events, in support of their claim, and the other party disputes that version, it is incumbent on the party making the claim to provide sufficient evidence to corroborate their version of events. In the absence of any evidence to support their version of events or to doubt the credibility of the parties, the party making the claim would fail to meet this burden.

The Tenant argued that the Landlord changed the security deposit form, after she signed it. The Landlords denied changing the form and provided documentary evidence to support they returned the deposit in accordance with section 38 of the Act. The Tenant did not submit supporting evidence to prove her allegation. Accordingly, I find insufficient evidence to corroborate the Tenant's version of events and I hereby dismiss her claim, without leave to reapply.

Conclusion

I HEREBY DISMISS the Tenant's claim, 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: June 06, 2014

Residential Tenancy Branch

