



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNSD, MNDC, FF

Introduction

This hearing was convened in response to an application by the tenant for the return of their security deposit.

The hearing had benefit of both parties. The tenant and landlord attended the hearing and were given opportunity to present relevant evidence and relevant testimony in respect to the claim of the tenant and to make relevant prior submissions to the hearing and participate in the conference call hearing. The landlord acknowledged receiving the evidence of the tenant. The tenant claims they did not receive the evidence of the landlord. The landlord testified they provided the tenant with their evidence by posting on their door at the tenant's address on June 19, 2014 upon no response from their knocking, however noting movement of window blinds. The landlord's witness testified they were in attendance at the time and confirmed the landlord's account of delivering their evidence to the tenant's door. I accept the landlord's evidence was served in accordance with Section 88 of the Act and deemed to have been received 3 days later in accordance with Section 90 of the Act. Prior to concluding the hearing both parties acknowledged they had presented all the relevant evidence that they wished to present.

Issue(s) to be Decided

Is the tenant entitled to the monetary amounts claimed?
The burden of proof rests with the applicant to prove their claims.

Background and Evidence

The relevant evidence in this matter is that the tenancy started May 01, 2013. The tenant provided a copy of the tenancy agreement stating that the applicant and another individual, GH, entered into the tenancy agreement to rent the unit for \$750.00 per

month and that at the outset of the tenancy the landlord collected from them a \$375.00 security deposit. On November 30, 2013 the applicant vacated and GH remained in the unit. The landlord provided evidence that on December 09, 2013 they returned the full amount of the security deposit for the tenancy to GH. The landlord provided a copy of a receipt from GH that the security deposit had been returned in full. Subsequently, GH entered into a *new* tenancy agreement with the landlord on January 01, 2014 for the same rental unit, and the applicant confirmed knowing GH continued to reside in the unit. Upon enquiry as to the return of the security deposit the landlord informed the applicant they had returned the security deposit in full to GH. The applicant testified they have not spoken to or enquired about the deposit with GH despite the landlord's information and knowing how to locate GH. The applicant seeks the return of "their half" of the security deposit. The landlord testified the applicant should look to GH for their portion of the deposit.

Analysis

On preponderance of all the evidence before me, I have arrived at a Decision.

I find the landlord already returned the tenant's original deposit of the tenancy, in full, on December 09, 2013. As a result, **I dismiss** the tenant's application, *without leave to reapply*.

Conclusion

The tenant's application **is dismissed**, *without leave to reapply*.

This Decision is final and binding on both parties.

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 30, 2014

Residential Tenancy Branch

