



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MND, MNR, MNDC, O

Introduction

This decision deals with two applications for dispute resolution, one brought by the tenant(s), and one brought by the landlord(s). Both files were heard together.

The tenant's application is a request for an Order for return of their security deposit and recovery of their \$50.00 filing fee.

The landlord's application is a request for a Monetary Order for \$2425.00 and recovery of his \$50.00 filing fee

Issue(s) to be Decided

Have the tenants established the right to an Order for return of their security deposit?

Has the landlord established a monetary claim against the tenants, and if so in what amount?

Tenant's application

Background and Evidence

The tenants paid a security deposit of \$375.00 on June 5, 2014.

The tenants vacated the rental unit on May 2, 2014.

The tenants personally served the landlord with a forwarding address in writing on May 31, 2014 and the landlord signed confirmation of having received that forwarding address.

The landlord has not returned any of the security deposit, nor has the landlord applied for dispute resolution to keep any of the security deposit.

Analysis

The Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants security deposit or applied for dispute resolution to keep any or all of tenant's security deposit and the time limit in which to apply is now past.

This tenancy ended on May 2, 2014 and the landlord had a forwarding address in writing by May 31, 2014 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

Therefore the landlord must pay double the amount of the security deposit to the tenant.

The tenants paid a deposit of \$375.00 and therefore the landlord must pay \$750.00 to the tenants.

I also allow the request for recovery of the \$50.00 filing fee.

Therefore the total amount of the tenant's claim that I have allowed is \$800.00.

Landlord's application

Background and Evidence

The landlord testified that:

- The tenants were allowed to move into the rental unit one month early due to the fact that they had agreed to manage the rental property.
- The tenants were also given their first month rent at 50% off, and \$100.00 per month rent reduction for the remainder of the term, for their continued management duties.
- The tenants failed to do their required management duties and therefore he believes the tenant should be paying for the one month they were allowed to move in early, and the rent reductions that were given for management, for a total of \$2425.00.

The tenants testified that:

- They were never given any rent reduction or free rent to manage the rental property.
- The rent reduction was given on the condition that they sign a one-year lease.
- They did sign an addendum agreeing to manage the care of the premises, however that agreement was not tied to any rent reduction.

Analysis

The burden of proving a claim lies with the applicant and when it is just the applicant's word against that of the respondent's that burden of proof is not met.

In this case since there is no written agreement for any rent reduction or any written agreement for management fees, it is just the landlord's word against that of the tenants, and therefore since the tenants deny there was ever any agreement for a rent reduction for management duties, the landlord has not met the burden of proving his claim.

I therefore will not allow any of the landlord's monetary claim.

Conclusion

I have allowed the tenants claim and I have issued an Order for the landlord to pay \$800.00 to the tenants.

The landlords claim is dismissed in full 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 29, 2014

Residential Tenancy Branch

