



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This is an application for a monetary order for \$1270.76.

A small amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing.

I have given the parties the opportunity to present all relevant evidence, and to give oral testimony, and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

Has the applicant established monetary claim against the respondent, and if so in what amount.

### Background and Evidence

This tenancy began on October 31, 1997, and at that time a security deposit of \$290.00 was paid.

This tenancy ended on July 31, 2014.

This application for dispute resolution was filed on December 19, 2014.

The applicant is claiming damages as follows:

Damage to garden	\$250.00
TV program cutback	\$44.32
My Shaw TV account	\$196.16
Internet	\$175.00
USB adapter	\$34.04
Glass computer desk	\$201.59
Damage deposit return	\$327.65
Filing fee	\$50.00
Total	\$1278.76

### Analysis

I gave the applicant the opportunity to explain the claim to me and the applicant stated that he had a written narrative that explains his claim, which he would like to read.

I informed the applicant that he could begin reading his narrative however if I determined that the information was not all relevant to the claim I may interrupt him and ask him to explain the claim more specifically.

The applicant began reading his narrative and it soon became obvious that a great portion of the narrative had no relevance to the claim and therefore after a short period I

interrupted him and told him that I was going to ask him some direct questions to try and understand the claim he had put forward.

I therefore first asked a question about the damage to the garden, however instead of answering my question the applicant went back to reading his narrative from where he had left off. I therefore again interrupted the applicant and informed him that the information he was giving me had little relevance if any to the claim and therefore I again requested that he answer my questions.

I then again directed a question to the tenant about the damage to the garden and he again returned to his narrative from where he left off. This happened approximately 4 times before I informed the applicant that if he was going to continue returning to his narrative rather than answering my questions, I would dismiss his application.

I therefore then directed a very specific question to the applicant to try and determine what exactly he was claiming however again instead of answering the question the applicant returned to his narrative.

At this point I informed the applicant that I would no longer listen to his narrative and would be dismissing his claim as he was insisting on continuing reading his narrative.

At this point the applicant did state that he believes that the landlord should at least be paying double the security deposit, as the landlord had not returned it within 22 days of receiving a forwarding address in writing which he claims to have given to the landlord on the last day of the tenancy when they did the moveout inspection.

The landlord however stated that he does not remember receiving a forwarding address in writing from the tenant although he does remember discussing the security deposit.

The applicant had provided no supporting evidence with his application for dispute resolution to show that the forwarding address had been given to the landlord and

therefore it is my finding that the applicant has not met the burden of proving that a forwarding address in writing was ever given to the landlord.

Therefore, since the landlord has already returned the full security deposit to the tenant plus interest it's my decision that I will not allow any of the applicants claim against the landlord.

### Conclusion

This 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: March 10, 2015

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Residential Tenancy Branch

