



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants for a monetary order for return of all or part of the pet damage deposit or security deposit and for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement.

One of the tenants attended the hearing, gave affirmed testimony and represented the other tenant. However, despite being personally served with the Tenant's Application for Dispute Resolution and notice of hearing documents on December 22, 2014, no one for the landlord attended. The line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and the only participant who joined the call was the tenant. The tenant testified that the documents were served on that date and in that manner at the residence of the landlord, and I am satisfied that the landlord has been served in accordance with the *Residential Tenancy Act*.

Issue(s) to be Decided

- Have the tenants established a monetary claim as against the landlord for return of all or part of the security deposit?
- Have the tenants established a monetary claim as against the landlord for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and more specifically for double recovery of the amount of the security deposit?

Background and Evidence

The tenant testified that this month-to-month tenancy began on August 28, 2014 and ended on December 3, 2014. Rent in the amount of \$600.00 per month was payable on the 1st day of each month and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$275.00 and no pet damage deposit was collected. No written tenancy agreement exists. The rental unit is a room only, and the landlord also resides in the same unit but the landlord is not the owner.

The tenant further testified that on December 2, 2014 the tenant gave a note to the landlord which contained the tenant's forwarding address, and the tenant took a photograph with a cell phone. A copy of that photograph has not been provided. That note was hand-delivered to the landlord at the residence where the parties resided.

The landlord has not returned any portion of the security deposit and the tenants claim double, or \$550.00.

The tenant was given an opportunity to provide evidence of the payment of a security deposit to the landlord, however, as of the date of this Decision, no evidence has been received.

Analysis

Where a party makes a monetary claim against another person, the onus is on the claiming party to establish the claim. In this case, there is no evidence before me other than the affirmed testimony of the tenant that a security deposit was paid to the landlord in the amount of \$275.00, or that the tenant provided the landlord with a forwarding address in writing or when.

I find that the tenants have failed to establish the claims before me, and I dismiss the application in its entirety without leave to reapply.

Conclusion

For the reasons set out above, the tenants' application is hereby dismissed 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 31, 2015

Residential Tenancy Branch

