



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenants September 12, 2014, to obtain a Monetary Order for: money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; for the return of their security deposit; and to recover the cost of the filing fee from the Landlord for this application.

The hearing was conducted via teleconference and was attended by the Landlord and each Tenant. Each person 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. Following is a summary the testimony and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the Tenants met the burden of proof to obtain a Monetary Order?

Background and Evidence

The undisputed evidence was the parties entered into a month to month written tenancy agreement that began on November 1, 2013. Rent of \$925.00 was due on or before the first of each month and the tenancy ended at the end of June 2014.

The Tenants testified that when they filed their application for Dispute Resolution the brought all of their papers with them and they thought the Residential Tenancy Branch (RTB) staff made copies of them for their file. They did not submit evidence separately to the RTB in support of their claim. They now seek the return of double their security deposit. The Tenants stated that they were unsure how much of a deposit they had paid and then argued that it was half of one month's rent. They remembered negotiated the

rent so they may have paid more than half the rent as a deposit as it may have been determined at the higher rent.

The Landlord asserted that no security deposit was paid. She submitted that she only dealt with the female Tenant when writing up the tenancy agreement and the female Tenant gave her a payment of \$925.00 as the first month's rent. She noted that they had initially discussed the tenancy beginning on October 15, 2013 but the Tenants were not able to take the unit until November 1, 2014 so the agreement was not signed until the end of October 2013, at which time the first month's rent was paid.

In closing, the female Tenant confirmed that she had dealt with the Landlord at the time the tenancy agreement was signed and she remembered giving the Landlord \$925.00 at that time. Both Tenants testified that they could not recall the exact amount of security deposit that had been paid or when it was paid.

Analysis

After careful consideration of the foregoing, documentary evidence, and on a balance of probabilities I find as follows:

Where one party provides a version of events in one way, and the other party provides an equally probable version of events, without further evidence, the party with the burden of proof has not met the onus to prove their claim and the claim fails.

In this case, the Tenants have the burden to prove a security deposit had been paid and prove the actual amount that had been paid. The only evidence before me was disputed verbal testimony which I find insufficient to meet the Tenants' burden of proof. Accordingly, the claim has not been proven and it is hereby dismissed, without leave to reapply.

Conclusion

I HEREBY DISMISS the Tenants' 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: April 10, 2015

Residential Tenancy Branch

