



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking a monetary order.

The hearing was conducted via teleconference and was attended by the landlord and the tenant.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to a monetary order for double the amount of the security deposit and to recover the filing fee from the landlord for the cost of the Application for Dispute Resolution, pursuant to Sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The landlord submitted into evidence a copy of a portion of tenancy agreement for a month to month tenancy agreement beginning on November 1, 2012 for a monthly rent of \$800.00 due on the 1st of each month. The tenancy agreement states that a security deposit was required by November 1, 2012.

The landlord submits that the tenant never paid the security deposit. The tenant submits that she did pay the \$400.00 deposit in cash but that the landlord did not issue a receipt for it. The landlord submitted the tenant always paid her rent by e-transfer.

The tenant stated, in her Application for Dispute Resolution, that at "no point in the first 30 days of my living there did [the landlord] say that I did not pay the damage deposit."

The landlord submitted several text messages over the period of the tenancy. In one such exchange dated May 5, 2015 the tenant wrote: "I paid my damage deposit when I moved in over two years ago. I have my bank statement if you don't remember. Remember" [reproduced as written]

Analysis

When one party to a dispute provides testimony regarding circumstances related to a tenancy and the other party provides an equally plausible account of those circumstances, the party making the claim has the burden of providing additional evidence to support their position.

In the case before me, the landlord disputes that the tenant paid a security deposit at all.

There is a general legal principle that places the burden of proving a loss on the person who is claiming compensation for the loss. In regard to the tenant's claim for return of double the amount of the security deposit (\$800.00) the burden is on the tenant to provide sufficient evidence to first establish that she paid the deposit.

While the tenant submits that she paid the deposit in cash, she has provided no documentary or corroborating evidence, such as a bank statement confirming a withdrawal in the amount of the deposit. In addition, the landlord has provided documentary evidence that the tenant stated she had a bank statement that would prove she paid the deposit. However, no such statement was submitted by the tenant.

Furthermore, the landlord submits that the tenant paid her rent by e-transfer. If the tenant's practice was to pay rent in this manner, I find, on a balance of probabilities she would have also likely paid her security deposit in such a manner to ensure she had record of payment.

As there is no evidence to establish that the tenant has paid a security deposit, I find the tenant has failed to establish that she is entitled to the return of double the amount of a deposit. In addition, costs for mailing hearing documents are not a recoverable expense allowed for under the *Act*.

Conclusion

Based on the above, I dismiss the tenant's Application for Dispute Resolution in its entirety.

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: January 13, 2016

Residential Tenancy Branch

