



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of repairs and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Both parties confirmed that they had not filed any documentary evidence to support their claims.

### **Issues to be decided**

Is the landlord entitled to the cost of repairs and to retain the security deposit?

### **Background and Evidence**

The parties agreed to the following sequence of events. The tenancy started on October 15, 2014 and ended on November 30, 2015. Rent was \$1,800.00 due on the first day of each month. Prior to moving in the tenants paid a security deposit of \$900.00.

The tenant testified that the landlord was provided with his forwarding address in writing, on November 29, 2015 at the time the move out inspection was being conducted. The landlord denied having received a forwarding address at that time. The landlord testified that he received the address by email on February 12, 2016 and made this application on that same day. The tenant did not file any proof of having provided the landlord with a forwarding address prior to February 12, 2016.

The landlord testified that the ceiling and the master bedroom door were damaged by the tenant. The tenant denied having caused any damage to the rental unit. The landlord did not file any photographs or receipts to support his testimony.

### **Analysis**

As explained to the parties during the hearing, the onus or burden of proof is on the party making a claim to prove the claim. When one party provides evidence of the facts in one way and the other party provides an equally probable explanation of the facts, without other evidence to support the claim, the party making the claim has not met the burden of proof, on a balance of probabilities, and the claim fails.

In this case, the parties disagreed on the date the forwarding address of the tenant was provided to the landlord. The tenant did not have any other additional evidence to support his testimony and therefore I accept the landlord's testimony that he received the tenant's forwarding address by email on February 12, 2016. The landlord made this application within the legislated time of 15 days after receipt of the forwarding address.

The parties also did not agree on the condition of the rental unit at the end of tenancy. The landlord stated that the tenant caused damage to the ceiling and the master bedroom door and the tenant denied having caused damage. The landlord did not provide any additional documentary evidence to support his claim and therefore I dismiss his claim for damages. The landlord has not proven his claim and therefore must bear the cost of filing this application.

As the landlord's application for the cost of repairs has been dismissed, it is only appropriate that I return the security deposit to the tenant. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$900.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order for **\$900.00**.

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: August 11, 2016

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Residential Tenancy Branch