



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF, O

Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for double the security and for money owed or compensation for damage under the Act.

Both parties appeared.

Preliminary matter

At today's hearing the tenant has applied for return of double the security deposit.

I find that due to section 77(3) of the Act and the legal principal of Res judicata, I cannot grant the tenant's request to hear the issue of the security deposit, as this matter was already heard and decided upon at the hearing of July 29, 2016, which granted the tenant a monetary order for the balance due of their security deposit.

That monetary order is enforceable in the Provincial Court (Small Claims Division), should the landlord fail to comply with the order.

Issue to be Decided

Is the tenant entitled to a monetary order for money owed or compensation under the Act?

Background and Evidence

The tenancy began approximately 5 years previous. Rent in the amount of \$794.00 was payable each month. The tenant paid a security deposit of \$400.00. The tenancy ended on November 26, 2016.

The tenant testified that they gave the landlord notice to end the tenancy in accordance with the Act. The tenant stated that the landlord attempted to evict them at a previous hearing, which the notice was cancelled on September 16, 2015. The tenant stated that they only moved because they felt threatened and harassed by the landlord.

The landlord testified that the tenancy legally ended in accordance with the Act, when the tenant gave notice to end the tenancy. The landlord stated that they did not harass or threaten the tenant and the notice was issued to due complaints. The landlord stated that if the tenant felt threatened or harassed it would not be reasonable that the tenant would still be attending the property after the tenancy ended.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard, that is, a balance of probabilities. In this case, the tenant has the burden of proof to prove their claim.

In this case, the tenant gave notice to end the tenancy and vacated the rental unit. I find the tenancy legally ended in accordance with section 44(1) of the Act.

While the tenant alleged they moved from the premises only due to harassment and threats made by the landlord that was denied by the landlord and that allegation is not supported by any evidence.

As I have found the tenancy legally has legally ended, I find the tenant has failed to prove the landlord has violated the Act. I find the tenant is responsible for their own moving cost. Therefore, the tenant's application is dismissed.

As I have dismissed the tenant's application they are not entitled to recover the filing fee from the landlord.

Conclusion

The tenant's application is dismissed.

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: September 28, 2016

Residential Tenancy Branch

