



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD

Introduction

This hearing was convened by way of conference call concerning an application made by the tenant seeking a monetary order for return of all or part of the security deposit or pet damage deposit.

The tenant attended the hearing and gave affirmed testimony. However, the line remained open while the phone system was monitored for 10 minutes prior to hearing any testimony and no one for the landlord attended the call. The tenant testified that the landlord was served with the Tenant's Application for Dispute Resolution and notice of this hearing by registered mail on July 26, 2016 and was given the opportunity to provide to me by facsimile proof of such service after the hearing had concluded, as well as a copy of the tenancy agreement. I have now received a copy of a tenancy agreement and a copy of a Canada Post cash register receipt bearing the date of July 26, 2016, and a Registered Domestic Customer receipt stamped by Canada Post, however the addressee is not filled in.

Issue(s) to be Decided

Has the tenant established a monetary claim as against the landlord for return of all or part or double the amount of the security deposit?

Background and Evidence

The tenant testified that this fixed term tenancy began on June 15, 2014 and expired on July 1, 2016 thereafter reverting to a month-to-month tenancy. The tenant gave the landlord notice to vacate the rental unit effective July 1, 2016 and the tenancy ended at that time. Rent in the amount of \$1,600.00 per month was payable on the 1st day of each month and there are no rental arrears. On June 1, 2014 the landlord collected a security deposit from the tenant in the amount of \$800.00 which is still held in trust by the landlord and no pet damage deposit was paid. The rental unit is a single family dwelling.

The tenant further testified that the landlord would not communicate with the tenant, and the tenant sent to the landlord's property manager a forwarding address by text message twice. The property manager also attended at the tenant's new address to return a serving tray that the tenant had left behind, so knows where the tenant lives. The landlord was also provided with a forwarding address in writing on the Tenant's Application for Dispute Resolution which the landlord has received by registered mail.

The property manager told the tenant that the landlord refuses to return the security deposit and wants the tenant to sue him.

Analysis

Where a party makes a monetary claim against another party, the onus is on the claiming party to establish entitlement under the *Residential Tenancy Act* or the tenancy agreement.

The tenant was given the opportunity to provide evidence to me after the hearing had concluded, and I have received it. However, the evidence provided does not satisfy me that the registered mail was sent to the landlord, or who the landlord was. The tenancy agreement provided by the tenant contains an entirely different name than the name of the landlord on the Tenant's Application for Dispute Resolution, which was not explained during the tenant's testimony. Further, the tenant testified that no pet damage deposit was collected by the landlord yet a pet damage deposit is included in the tenancy agreement provided by the tenant.

In the circumstances, I am not satisfied that the tenant has established that the person named in the Tenant's Application for Dispute Resolution owes any money to the tenant, and the tenant's application is dismissed.

Conclusion

For the reasons set out above, the tenant's application is hereby 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: January 27, 2017

Residential Tenancy Branch

