



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

MNSD, FF

### **Introduction**

This matter was convened in response to an application by the tenant under the *Residential Tenancy Act* (The Act) for a Monetary Order for *double* their security deposit in the original claimed amount of \$500.00 as well as to recover the filing fee from the landlord. The style of cause has been amended / altered to reflect the legal name of the landlord as provided by them. As there is no prejudice to the tenant I have allowed the amendment.

This hearing had benefit of both parties. The landlord acknowledged receiving the tenant's application and limited evidence of the tenant. The parties were given opportunity to present relevant evidence, relevant testimony, and to present witnesses or other evidence material to their claim and to make relevant prior submissions to the hearing and participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all the relevant evidence that they wished to present.

### **Issue(s) to be Decided**

Is the tenant entitled to the monetary amounts claimed? *The burden of proof rests with the applicant to prove their claim.*

### **Background and Evidence**

It is undisputed that the tenancy started May 15, 2016 and ended November 30, 2016. There is no written tenancy agreement in this matter. The agreed rent was \$800.00 per month. The tenant asserted that at the outset of the tenancy they gave the landlord \$500.00 in cash as a security deposit and that no receipt was given by the landlord. The

tenant testified having a witness to giving the landlord the \$500.00 of cash, however did not elaborate nor provided a witness or witness statement to support this testimony.

The landlord equally asserted they did not collect a security deposit from the tenant and denied receiving \$500.00 from the tenant as a security deposit by any means.

### **Analysis**

It must be noted that it is an applicant's responsibility or onus to provide evidence to support their application. This is known as their *burden of proof*. In this matter it is not enough to solely strongly assert their version of events as being the truthful facts. I find the tenant has failed to provide sufficient evidence they paid a security deposit and as a result I must **dismiss** their application for return of a security deposit.

### **Conclusion**

The tenant's application **is dismissed** in its entirety, without leave to reapply.

**This Decision is final and binding.**

*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: October 11, 2017

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Residential Tenancy Branch