



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes FF, MNDC, MNSD, O, OLC, RPP

### Introduction

This is an application brought by the tenant requesting a monetary order in the amount of \$1500.00, requesting order for return of personal property, and requesting an order for recovery of the \$100.00 filing fee.

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all relevant submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All parties were affirmed

### Issue(s) to be Decided

The issues are whether or not the applicant has established a monetary claim against the respondent, and if so in what amount, and whether or not an order should be issued for return of the tenant's personal property.

### Background and Evidence

The parties agree that this tenancy began on June 1, 2007 and ended on July 31, 2017.

The parties also agree that the tenant paid a security deposit of \$310.00 on May 31 of 2007.

The parties also agree that the tenant gave the landlord a forwarding address in writing on June 25, 2017.

### Security deposit

The tenant testified that the landlord only returned \$87.72 of her \$310.00 security deposit and therefore she is asking for an order for return of double or deposit, minus the amount already returned.

The landlord testified that she did not get any permission from the tenant to keep any or all of the security deposit, nor did she apply for dispute resolution to keep any or all of the security deposit.

#### Analysis

Section 38 of the Residential Tenancy Act states that, if the landlord does not either return the security deposit, get the tenants written permission to keep all or part of the security deposit, or apply for dispute resolution within 15 days after the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing, the landlord must pay the tenant double the amount of security deposit.

The landlord has not returned the tenants full security deposit, nor has she applied for dispute resolution to keep any or all of tenant's security deposit, and the time limit in which to apply is now past.

This tenancy ended on July 31, 2017 and the landlord had a forwarding address in writing by June 25, 2017 and there is no evidence to show that the tenant's right to return of the deposit has been extinguished.

It is my decision therefore pursuant to sections 38 and 62 of the Residential Tenancy Act that the landlord must pay double the amount of the security deposit to the tenant.

The tenant paid a security deposit of \$310.00, and therefore the landlord must pay \$620.00 plus interest totaling \$7.42 for a total of \$627.42. The landlord has already paid \$87.72, and therefore the remainder to be paid to the tenant is \$539.70.

#### Claim for monetary compensation

The tenant is claiming monetary compensation for things such as furnace filters, smoke detector batteries, bleaching cleaning products, spider spray, rental of a dehumidifier, and loss of personal belongings, however the tenant admitted that she has provided no evidence in support of these claims.

The tenant also testified that she has provided no invoices or receipts for any of the items she claims to have purchased or rented, nor has she provided any lists of personal belongings she claims are being held, or were disposed of, by the landlord.

The landlord testified that she has not disposed of any of the tenant's personal belongings, and also testified that she is not holding any of the tenant's personal belongings. The landlord further states that the tenants took all their belongings other than some junk that had no value.

#### Analysis

The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met. In this case, in the absence of any

evidence whatsoever to support the tenants claim it is just the tenants word against that of the landlord and that is insufficient to meet the burden of proving this claim.

Pursuant to section 62 of the Residential Tenancy Act it is my decision, in the absence of any evidence to support the tenant's claims that I will not allow the tenant's claims for monetary compensation. It is also my decision that I will not order the return of any belongings in the absence of any evidence to support the tenants claim that the landlord is holding or has disposed of the tenant's personal belongings.

Filing fee

It is my decision that since I have allowed a fairly large amount of the tenants claim, I will also allow the claim for the \$100.00 filing fee.

Conclusion

Pursuant to sections 38 and 67 of the Residential Tenancy Act I have issued a monetary order for the respondent to pay \$639.70 to the applicant. The remainder of this application is dismissed without leave to reapply.

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: March 27, 2018

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Residential Tenancy Branch