



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCT, MNSD**

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary award for damages and loss pursuant to section 67; and
- Authorization to recover the filing fee from the landlords pursuant to section 38.

The landlords did not attend this hearing which lasted approximately 15 minutes. The teleconference line remained open for the duration of the hearing and the Notice of Hearing was confirmed to contain the correct hearing information. The tenant attended and was given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses.

The tenant testified that they had served the landlords with all materials by registered mail sent on November 5, 2019. The tenant provided a valid Canada Post tracking number as evidence of service. Based on the evidence I find that the landlords were deemed served with the tenant's materials on November 10, 2019, five days after mailing, in accordance with sections 88, 89 and 90 of the *Act*.

Issue(s) to be Decided

Is the tenant entitled to a monetary award as claimed?

Is the tenant entitled to recover the deposit for this tenancy?

Background and Evidence

The tenant spent the duration of the hearing loudly questioning the authority of the Branch and failed to provide basic information regarding their claim even when questions were directly posed to them.

The tenant testified that this tenancy began in June 2017 and that they paid a security deposit of \$375.00 which the landlord still holds. The tenant failed to provide testimony on when this tenancy ended, whether they had provided a forwarding address to the landlord and no documentary evidence was submitted to support that a deposit was ever paid.

Included in the tenant's evidence is one page of hand-written submissions wherein the tenant lists various complaints about the tenancy including the absence of running water, theft from the property, and the odor of the suite.

Analysis

The onus to establish their claim on a balance of probabilities lies with the applicant. In the present case the tenant complained about having to provide information when questions were put to them and failed to provide basic information regarding their application. The tenant instead chose to spend much of the hearing time angrily ranting about how they intend to sue the respondent after this hearing.

I find based on the limited information provided by the tenant and in the absence of substantive documentary evidence to support the claim, I am not satisfied that a security deposit was paid for this tenancy or that the tenant has provided the landlord with a forwarding address upon the end of the tenancy.

Similarly I find that the tenant has not provided sufficient evidence in support of their claim for a monetary award. I find that the hand-written complaints of the tenant and their general angry attitude towards the landlords is insufficient to establish that there is a basis for a monetary award.

Taken in its entirety I find that the tenant has failed to establish their claim on a balance of probabilities, having chosen to devote the hearing time for angry complaints instead of cogently presenting evidence. Consequently, I dismiss the tenant's application in its entirety without leave to reapply.

Conclusion

The tenant's application is dismissed in its entirety 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 10, 2020

Residential Tenancy Branch