

Decision

Dispute Codes: MNSD, RPP

Introduction

This hearing dealt with an application by the tenant for a monetary order and an order for the return of her personal property. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Have the landlords wrongfully withheld the security deposit?

Background and Evidence

The parties agreed that the tenancy began in June 2009 at which time a \$243.50 security deposit was paid. The parties further agreed that the tenancy ended on August 11, 2009 when the tenant's agent, T.K., packed up her belongings in the rental unit.

The tenant testified that she was incarcerated in August and she asked her friend, T.K., to pack up and remove her belongings from the rental unit as she did not intend to return to the unit upon her release. The landlords testified that on August 11, T.K. attended at the unit and packed up the tenant's belongings. The landlords and T.K. performed an inspection of the rental unit and T.K. signed the condition inspection report and authorized the landlord to retain the security deposit because of the condition of the suite. The tenant denied having authorized T.K. to deal with the security deposit.

Analysis

I find that by authorizing T.K. to remove her belongings at the end of the tenancy the tenant authorized him to deal with other matters that arise at the end of the tenancy, such as the condition inspection and dealing with the security deposit. I find that the authorization of the tenant's agent for the landlords to retain the security deposit is binding upon the tenant. Accordingly I dismiss the tenant's claim for the return of the security deposit.

Although the tenant applied for an order for the return of her belongings, at the hearing it was apparent that the landlords were anxious to return the tenant's belongings. The

parties agreed that the tenant would make arrangements to collect her belongings during daylight hours no later than January 1, 2010. The landlords will make arrangements for police to be present at the time of the collection. If the tenant fails to collect her belongings by that date, the landlords are at liberty to dispose of them in a commercially reasonable manner. If the landlords prevent the tenant from collecting her belongings, the tenant is granted leave to reapply for an order for the return of her belongings or a monetary order for their value.

Conclusion

The tenant's claim for the return of the security deposit is dismissed. The claim for an order for the return of personal property is dismissed with leave to reapply.

Dated November 12, 2009.