



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNSD, OLC, FF

### Introduction

This hearing dealt with the tenant's application for return of double the security deposit, orders for the landlord to comply with the Act, regulations or tenancy agreement, and recovery of the filing fee paid for this application. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

### Preliminary matter

The respondent raised a preliminary issue at the beginning of the hearing. The respondent claimed that it was not the landlord. The respondent submitted that the landlord is an individual and the respondent is the property manager. The respondent pointed to a written tenancy agreement he supplied as evidence showing the signature of three tenants but no signature for the landlord. The tenant submitted that the rent and security deposit were paid to the respondent and the move-out inspection was conducted with an agent for the respondent. The respondent acknowledged receiving the rent and security deposit for this rental unit from the tenant.

I noted that the written tenancy agreement presented by the respondent identifies the respondent as the landlord. I find that the respondent, in accepting rent and a security deposit from the tenant, and acting as the landlord in conducting the move-out inspection, the respondent meets the definition of landlord as provided by the Act. In the absence of a signature of the respondent on the written tenancy agreement I find the respondent had a verbal tenancy agreement with the tenant. A landlord cannot avoid a landlord's obligations under the Act by not signing a written tenancy agreement since the Act applies to all residential tenancy agreements, even verbal or implied agreements.

In light of the above, I have found the respondent to be a landlord by definition and the Act applies to the relationship between the applicant and respondent. Accordingly, the Monetary Order that accompanies this decision names the respondent as the landlord.

Issue(s) to be Decided

1. Is the tenant entitled to return of double the security deposit?
2. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The tenancy commenced September 1, 2009 and ended August 31, 2010. The tenant paid a security deposit of \$1,275.00. The landlord has not returned any portion of the security deposit to the tenant, the landlord did not have the tenant's written consent for any deductions from the security deposit and the landlord did not file an Application for Dispute Resolution seeking authorization for deductions. However, the landlord was of the position the tenant was responsible for some damages and additional cleaning.

After each of the parties had an opportunity to be heard, and certain rights and responsibilities provided by the Act were explained to the parties, the parties were able to reach a mutual agreement to settle this dispute. The parties agreed as follows:

The landlord will pay and the tenant will accept the equivalent of 1.5 times the security deposit as final settlement of this application against the landlord and neither party will make any future application against the other party with respect to this tenancy.

Analysis

I accept the mutual agreement reached by the parties during the hearing and make it an Order to be binding upon each of the parties. In recognition of the settlement agreement I provide the tenant with a Monetary Order in the amount of \$1,912.50 [\$1,275.00 x 1.5] to enforce against the landlord. To enforce the Monetary Order the tenant must serve it upon the landlord and may file it in Provincial Court (Small Claims) as an Order of that court.

This dispute and any future dispute between the parties is considered resolved by way of this settlement agreement. Both parties are now precluded from making any future claim against the other party with respect to this tenancy.

Conclusion

The parties reached a settlement agreement and the tenant has been provided a Monetary Order in the amount of \$1,912.50 to serve upon the landlord.

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: February 18, 2011.

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Residential Tenancy Branch