



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNC, CNL, MNDC, MNSD, OPT, AAT, LAT, AS, SS, O

Introduction

This matter dealt with an application by the Tenant for several remedies, however at the beginning of the hearing, the Tenant clarified that he was only seeking compensation for work he had performed on the rental unit for the Landlord and to recover his security deposit.

The Tenant said an agent of the Ministry of Income Assistance acted on his behalf in serving the Landlord with a copy of his Application and Notice of Hearing (the “hearing package”) by registered mail on or about May 13, 2011. Section 90(a) of the Act says that a document delivered by mail is deemed to be received by the recipient 5 days later. Based on the evidence of the Tenant, I find that the Landlord was served with the Tenant’s hearing package as required by s. 89 of the Act and the hearing proceeded in the Landlord’s absence.

Issue(s) to be Decided

1. Is the Tenant entitled to the return of his security deposit?
2. Is the Tenant entitled to compensation for work he did for the Landlord?

Background and Evidence

This month-to-month tenancy started on March 1, 2011 and ended on March 17, 2011 when the Tenant said the Landlord took his keys to the rental unit and would not give him access. Rent was \$375.00 per month. A security deposit of \$197.50 was paid on the Tenant’s behalf by the Ministry of Income Assistance.

The Tenant said that the Landlord asked him to do work on the rental property for which he was to be compensated. The Tenant said the compensation was less that he would have made professionally, however the Landlord told him that he was doing the Tenant a favour by allowing him to live at the rental property cheaply. The Tenant said he could no longer afford to do the work at this rate and that was when the Landlord kicked him out. The Tenant said he asked the Landlord on March 17, 2011 to return his security deposit but the Landlord said he was going to return it to the Ministry.

Analysis

I find that there is no jurisdiction under the Act to deal with the Tenant's application to recover compensation for work he did for the Landlord as that is an employment matter and not a residential tenancy matter. Consequently, that part of the Tenant's application is dismissed without leave to reapply.

Section 38 of the Act says that a Landlord is not required to return a Tenant's security deposit until the Tenant has provided him with a forwarding address in writing. I find that the Tenant has not yet provided the Landlord with a forwarding address in writing and therefore this part of his application for that is dismissed with leave to reapply.

Section 38(6) of the Act says that if a Landlord does not file an application for dispute resolution to make a claim against a Tenant's security deposit or return the Tenant's security deposit within 15 days after receiving the Tenant's forwarding address in writing, the Landlord may be ordered to pay double the amount of the security deposit to the Tenant (even if the Landlord is under the mistaken belief as to who the deposit belongs to and returns it to the wrong party).

Conclusion

The Tenant's application for the return of a security deposit is dismissed with leave to reapply. The balance of the Tenant's 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: June 02, 2011.

Residential Tenancy Branch