



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Barclay Towers Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to the tenant's application for the return of his security deposit. The hearing was conducted by conference call. The tenant and the landlord's named representative called in and participated in the hearing. The landlord's representative is the resident manager of the rental property. The tenant and the landlord's representative acknowledged that they have received copies of the documentary evidence submitted by the other party.

Issue(s) to be Decided

Is the tenant entitled to the return of his security deposit, including double the amount?

Background and Evidence

The rental unit is an apartment in Vancouver. The tenancy began September 1, 2013 for a one year term and thereafter month to month. The tenant paid a \$620.00 security deposit on July 29, 2013.

The tenant gave notice that he would move out of the rental unit on September 30, 2014. Before he moved out, he became ill and was hospitalized. Several of the tenant's friends acted on his behalf to move his belongings out of the rental unit and have the unit cleaned at the end of the tenancy.

The tenant testified that he did not receive his security deposit after he moved. The tenant sent a letter to the landlord on November 16, 2014. The letter provided his forwarding address and requested the return of his deposit.

The landlord submitted documents in response to the tenant's claim. The landlord submitted a copy of a condition inspection report, invoices for repairs to the rental unit and a copy of a security deposit settlement form. The landlord's representative testified that two of the tenant's acquaintances attended the move-out inspection and he explained to them the work and repairs needed. The work included the replacement of some unauthorized tile work performed by the tenant. The cost of the work exceeded the amount of the tenant's deposit. The landlord's representative referred to the

“Security Deposit Settlement” form. He said that Mr. E.M. who was present at the inspection told him that he had the tenant’s authority to act for the tenant and he signed the form on the tenant’s behalf to acknowledge that the landlord was entitled to retain the tenant’s security deposit in satisfaction of all the landlord’s charges and claims for cleaning and repairs to the rental unit.

The tenant acknowledged at the hearing that he was hospitalized at the time and received help from the named individual to move out of the rental unit, but he said that he was unaware that Mr. E.M. had authorized the landlord to retain his security deposit.

Analysis

The tenant gave notice that he would move out of the rental unit at the end of September. Because he became ill and was hospitalized, he was not able to carry out the move himself. He arranged for several friends or acquaintances to move his belongings and deal with the move-out including attending a move-out condition inspection. Mr. E.M. attended the move-out and he signed the landlord’s form authorizing the landlord to retain the tenant’s security deposit in full satisfaction of its claims for the cost of cleaning and repairs to the rental unit. The landlord’s representative said that Mr. E.M. told him at the time that he had the tenant’s authority to sign on his behalf.

I find that the tenant authorized Mr. E.M. to represent him in the move out process and that the landlord was entitled to accept at face value Mr. E.M.’s pronouncement that he had the tenant’s authority to deal with the security deposit on his behalf. I find that the tenant has, by the acts of his agent, authorized the landlord to retain the security deposit in full and final satisfaction of all the landlord’s claims arising out of the tenancy.

Conclusion

For the reasons stated, the tenant’s application for the return of his security deposit 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 11, 2015

Residential Tenancy Branch

