



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

DECISION AND REASONS

Dispute Codes: OPR, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid utilities, damage to the rental unit and the filing fee. The landlord also applied to retain the security deposit in satisfaction of his monetary claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

At the start of the hearing, the landlord stated that the tenant had moved out on May 31, 2009. Therefore, this hearing only dealt with the landlord's monetary claim.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid utilities, damages and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on May 29, 2008. The monthly rent was \$950.00 due in advance on the first day of the month. The tenant paid a security deposit of \$475.00.

The landlord stated that the tenant failed to pay \$76.67 for utilities and on May 05, 2009, the landlord served the tenant with a ten day notice to end tenancy. The tenant moved out on May 31, 2009. The landlord filed photographs to show the condition of the rental unit after the tenant moved out and claimed a total of \$1,500.00 for cleaning, repair and garbage removal.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, it was agreed as follows, that

- The tenant waived his right to the return of the security deposit plus accrued interest in satisfaction of the landlord's monetary claim.
- The landlord agreed to accept this amount in full satisfaction of his monetary claim.

These particulars comprise the full and final settlement of all aspects of the dispute for both parties.

Conclusion

I allow the landlord to retain the security deposit of \$475.00 plus accrued interest of \$4.22 in full and final settlement of his monetary claim against the tenant with regard to the dispute rental unit.

This file is closed as no further action is required.

Dated June 22, 2009.

Dispute Resolution Officer