



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MND, MNSD, MNDC, FF

## **Introduction**

This hearing dealt with two applications: 1) from the landlord for a monetary order for damage to the unit, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; 2) from the tenant for a monetary order for damage or loss under the Act and return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether either party is entitled to any or all of the above

## **Background and Evidence**

There was no written residential tenancy agreement in place for this month-to-month tenancy which began in March 2005, and ended at the close of March 2009. Rent in the amount of \$750.00 was payable on the first day of the month, and a security deposit of \$325.00 was collected at the start of tenancy. There was no formal move-in condition inspection and report, and no formal move-out condition inspection and report completed by the parties.

The parties were argumentative during the hearing and presented opposing views on a range of matters associated with the tenancy and the condition of the unit. However, the parties were prepared to take a learning experience from the tenancy and during the hearing they undertook to find a resolution of the dispute in order to move forward.

### **Analysis**

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will retain the tenant's full security deposit plus interest;
- that the above reflects full and final settlement of all aspects of the dispute related to this tenancy for both parties.

### **Conclusion**

Pursuant to all of the above, I hereby order the landlord to retain the tenant's full security deposit plus interest. All other matters of dispute are dismissed.

DATE: August 5, 2009

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Dispute Resolution Officer