



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the landlord's application for retention of the security deposit in satisfaction of the claim, and recovery of the filing fee for this application. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to either of the above

Background and Evidence

There was no written residential tenancy agreement submitted into evidence for this tenancy which began in January or February 2008 and ended on April 30, 2009. Rent in the amount of \$900.00 was payable on the first day of the month, and a security deposit of \$450.00 was collected on or about January 2, 2008.

The move-out condition inspection report does not bear the tenant's signature, and there was conflicting evidence around whether a move-out condition inspection was undertaken by the parties on April 30, 2009. Further, there was a dispute around whether the unit required further cleaning before new tenants took possession on May 1, 2009, and whether the landlord actually incurred costs associated specifically with carpet cleaning and general cleaning.

The parties agreed that the landlord withheld the amount of \$145.50 from the security deposit for cleaning, and mailed a cheque to the tenant for the balance, including interest, in the amount of \$311.01.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to find a resolution.

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 \$145.50 from the tenant's security deposit for costs associated with cleaning in the unit;
- that the landlord withdraws the application for recovery of the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I hereby authorize the landlord to retain **\$145.50** from the tenant's security deposit in satisfaction of the claim.

Further, pursuant to the above agreement, the landlord's application for recovery of the filing fee is dismissed.

DATE: August 12, 2009

Dispute Resolution Officer