

DECISION AND REASONS

Dispute Codes:

MND, MNDC, MNSD, FF.

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of replacing a damaged door and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied for the return of the security deposit and for the filing fee.

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

Issues to be decided

Is the landlord entitled to a monetary to recover the cost of replacing the door and the filing fee? Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy started on October 01, 2007 and prior to moving in the tenant paid a security deposit of \$562.50. The tenant moved out on June 30, 2009 and provided the landlord with a forwarding address on that same date.

Attached to the tenancy agreement is a signed addendum which contains a clause that states "*Any emergency problems/deficiencies in the suite are to be reported to DTS offices ONLY – not to the building caretaker.*" On March 01, 2009, the tenant had a problem with the lock on the main door. She contacted the caretaker, who helped resolve the problem. Later that day, the tenant encountered the same problem and contacted the caretaker who decided to break open the door thereby destroying the door.

The landlord agreed to cover the cost of the lock but advised the tenant that she was liable for the cost to fix the door in the amount of \$982.52. The tenant did not agree.

When the tenancy ended on June 30, 2009, the landlord advised the tenant that the security deposit would be retained in partial satisfaction of the cost to replace the door. The landlord filed an application to retain the security deposit towards the costs incurred and for the balance that was not covered by the security deposit.

The landlord's claim was discussed at length. 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 hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to keep the security deposit plus accrued interest, towards the cost of replacing the door.
2. The tenant agreed to pay the landlord an additional sum of \$40.00 towards the cost of replacing the door.
3. The landlord agreed to accept the security deposit plus accrued interest and an additional \$40.00 from the tenant as full payment towards fixing the door.

The parties agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties. As this dispute was resolved by mutual agreement and not based on the merits of the case, each party must bear the cost of filing their own application.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$40.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 05, 2009.

Dispute Resolution Officer