

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 repairs and compensation for loss under the *Act*. The landlord had retained a portion of the security deposit and the tenant was claiming double the portion retained by the landlord. Both parties applied for the recovery of 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 order for repairs and compensation? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on March 01, 2009 and prior to moving in the tenant paid a security deposit of \$2,250.00. The tenant moved out on June 30, 2009 and provided the landlord with a forwarding address, on that same date.

Considerable damage was done to the basement of the home by adult child of the tenants. The tenants took responsibility and retained a contractor to repair the damage. However, there was some damage to the other parts of the home, that was not repaired and the landlord filed photographs of the same. The landlord retained a portion of the security deposit as he stated he had the verbal consent of the tenant to do so. The landlord filed evidence of the cost he incurred to fix the damage.

The tenants did not agree with the deduction off the security deposit and filed an application for dispute resolution. The landlord also filed for compensation for a breach of the tenancy agreement by the tenants. The landlord stated that they changed the locks; sub let the basement and smoked inside the rental unit.

The claims made by both parties were 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 landlord agreed to give the tenant \$200.00 in satisfaction of the difference between the monetary value of his claim and that of the tenant.
2. The tenant agreed to accept \$200.00 from the landlord towards his claim.

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 tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$200.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated November 20, 2009.

Dispute Resolution Officer