

## **DECISION AND REASONS**

**Dispute Codes:** *MNSD, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of amount of the security deposit that was retained by the landlord and 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 retain a portion of the security deposit and is the tenant entitled to the return of the entire security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on April 16, 2009 and the tenant paid a security deposit of \$350.00. The tenant moved out on June 30, 2009 after giving the landlord appropriate notice to end the tenancy. The landlord did not conduct a move out inspection due to a family emergency.

The landlord's representative met with the tenant and advised her that the stove and washroom were not clean and that there was damage to the walls. The landlord returned \$100.00 to the tenant and retained \$250.00 to fix the damage to the walls. The landlord stated that she did not charge the tenant for the cost of cleaning. The landlord filed photographs of the damage and a receipt to verify the cost of fixing the damage.

The tenant disagreed with the deduction to the security deposit and filed an application for the return of the amount retained by the landlord.

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 withdraw her claim for the return of the amount retained from the security deposit, by the landlord.
2. The landlord agreed to refrain from making any claims against the tenant for the cost of cleaning the rental unit.

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, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

Pursuant to the above agreement, the tenant's application is dismissed.

Dated November 18, 2009.

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Dispute Resolution Officer