



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **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 her security deposit 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 tenant entitled to the return of the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on May 01, 2003 and prior to moving in, the tenant paid a security deposit of \$350.00. The tenancy ended on July 31, 2008. The landlord stated that the rental unit was left in a condition that needed repair and cleaning and therefore advised the tenant that he would not be returning her security deposit.

The condition of the suite at the end of the tenancy was discussed at length. 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 dispute resolution proceedings, 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 security deposit under section 38.
2. The landlord agreed not to pursue his claim against the tenant for the cost of cleaning, repair and other damage to the rental unit.

The parties agree that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

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

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 06, 2010.

---

Dispute Resolution Officer