



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for costs incurred to repair the rental unit? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on November 21, 2008 and ended on March 31, 2010. The rent was \$1,900.00 and was due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$950.00.

Move in and move out inspections were conducted and the tenant was provided with a copy of each report. The landlord filed an application to make a monetary claim against the security deposit. The landlord has applied for \$80.00 to fix a closet wall, \$950.00 to replace a kitchen counter top and \$180.00 to replace a stained sink for a total of \$1,200.00.

The claims made by the landlord 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 tenant agreed to return to the rental unit and remove the stains on the laundry tub.
2. The tenant agreed to allow the landlord to retain \$150.00 from the security deposit.
3. The landlord agreed to return \$800.00 to the tenant in full settlement of the return of the security deposit.
4. The tenant will be granted a monetary order in the amount of \$800.00.
5. Both 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 landlord's request to recover the filing fee paid for this 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 **\$800.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: August 18, 2010.

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Dispute Resolution Officer