

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 cleaning, repair and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of double her security deposit.

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 the cost of cleaning, repair and the filing fee? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on May 01, 2009 and prior to moving in the tenant paid a security deposit of \$500.00. The tenant moved out on May 01, 2010. The tenant provided the landlord with a forwarding address on the day she moved out.

The claims of 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 tenant agreed to allow the landlord to retain the security deposit of \$500.00.
2. The landlord agreed to accept the security deposit in full settlement of his claim.
3. Both parties agreed that their claims would be settled, upon the landlord retaining the security deposit of \$500.00.

The parties agreed 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 landlord may retain the security deposit of \$500.00.

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: October 01, 2010.

Dispute Resolution Officer