

DECISION

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 replacing the locks, cleaning and overstay by the tenant. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of double the security deposit. 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 to recover the cost of replacing locks, cleaning and overstay by the tenant? Is the tenant entitled to the return of double the security deposit?

Background and Evidence

The tenancy started on September 01, 2009 and ended on August 31, 2010. The tenant did not return the keys to the landlord and also left behind a vehicle and a bar-b-que. The landlord removed the locks and cleaned the unit to allow the new tenant to move in.

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 landlord agreed to pay the tenant \$150.00 in full settlement of his claim against the tenant.
2. The tenant agreed to accept \$150.00 in full settlement of his claim against the landlord.

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 **\$150.00**. 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: January 17, 2011.

Residential Tenancy Branch