



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

### **Dispute Codes:**

*MNSD, MND, FF*

### **Introduction**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of repairs to the rental unit and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

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 repairs and the filing fee? Is the landlord entitled to retain the security deposit?

### **Background and Evidence**

The tenancy started on September 01, 2003 and prior to moving in, the tenant paid a security deposit of \$550.00. The tenancy ended on November 30, 2010. The landlord stated that the rental unit was left in a condition that needed repair and cleaning and therefore advised the tenant that she would not be returning her security deposit. The tenant did not agree.

The condition of the suite at the end of the tenancy was 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 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 allow the landlord to retain the security deposit of \$550.00 plus the applicable interest.
2. The landlord agreed to accept the security deposit in full settlement of her monetary claim.

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 landlord may retain the security deposit plus applicable interest. 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

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: April 26, 2011.

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Residential Tenancy Branch