



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This matter dealt with an application by the Landlord to retain a portion of the security deposit as compensation for cleaning a rental unit after the tenancy ended and to recover the filing fee for this proceeding.

The Landlord said he served the Tenants with the Application and Notice of Hearing (the “hearing package”) by registered mail on May 4, 2011. Based on the evidence of the Landlord, I find that the Tenants were served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with all parties in attendance.

During the course of the hearing, the parties reached a mutual agreement to settle this matter on the following conditions:

- 1) The Tenants agreed that the Landlord could retain from their security deposit \$195.24 for cleaning costs and the \$50.00 filing fee for this proceeding for a total of \$245.24.
- 2) The Landlord agreed to return the balance of the Tenants security deposit in the amount of  $(\$537.50 - \$245.24 = \$292.26)$  \$292.26.
- 3) The Landlord and the Tenants agreed the Tenants would pick up the check at the Landlord's office in the afternoon following the hearing.

As no further action is required on this file, the file is closed.

This mutual agreement is made pursuant to Section 62 of the Residential Tenancy Act.

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*.

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Residential Tenancy Branch