



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 cost of repairing the hardwood floor 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 the cost of repairs? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on June 01, 2010 and ended on May 31, 2011. Prior to moving in, the tenant paid a security deposit in the amount of \$800.00.

The landlord applied for the cost of repairing damage to the hardwood floor in the amount of \$901.44. The tenant agreed that he was responsible for the damage and did not dispute the landlord's claim.

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 \$800.00 in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$800.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and 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.

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: September 09, 2011.

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Residential Tenancy Branch