



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNSD, MNDC, 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 repairs to an oven door, closet door, for cleaning, for storage of a couch and for the recovery of the filing fee. The tenant applied for the return of double the security deposit

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 a monetary order for all or some of the above?  
Is the landlord entitled to keep the security deposit? Is the tenant entitled to a monetary order for the return of double the security deposit?

### **Background and Evidence**

The tenancy started on May 01, 2009 and ended on September 01, 2010. Prior to the end of tenancy, the rental unit sold and the new owner made an arrangement with the tenant to move in for temporary periods of two weeks each, during the summer. At the start of the tenancy, the tenant paid a security deposit of \$650.00 which was transferred to the new landlord.

The claims made by both parties against each other 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 \$325.00 in full settlement of her monetary claim against the tenant.
2. The tenant agreed to accept \$325.00 in full settlement of her claim against the landlord for the return of the security deposit. A monetary order will be issued in favour of the tenant for this amount.
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, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$325.00**. 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: September 15, 2011.

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Residential Tenancy Branch