



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 carpet, cleaning and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of double the balance of the security deposit and for 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 the carpet, cleaning and the filing fee? Is the tenant entitled to the return of the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on April 15, 2010 and ended on May 15, 2011. The monthly rent was \$2,800.00 and prior to moving in the tenant paid a security deposit of \$1,400.00.

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 tenant agreed to allow the landlord to keep the entire security deposit
2. The landlord agreed to accept the security deposit from the tenant as full and final settlement of his claim against the tenant.

The 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. 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, the landlord may retain the entire security deposit and the claims of both parties with regard to this dispute rental unit, have been fully and finally settled.

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 29, 2011.

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Residential Tenancy Branch