



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing dealt with an application by the landlord to keep all or part of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

### Background and Evidence

This tenancy began January 1, 2009 with monthly rent of \$1300.00 and the tenant paid a security deposit of 650.00.

The landlord testified that the tenant did not thoroughly clean the rental unit prior to vacating and that a stain could not be removed from the carpet. The landlord submitted into evidence, photos of the toilet not cleaned, the side of the stove and debris left behind in one of the bedrooms. The landlord acknowledged that neither move-in or move-out condition inspection reports were completed and that he had simply conducted a walk through at the beginning and end of the tenancy.

The tenant stated that when she took possession of the rental property that a move in inspection was not completed and she and the landlord simply did a walk through. The tenant stated that when she vacated another walk through was done with no condition inspection report completed and that she and the landlord agreed during the walk through to a \$20.00 deduction for the compost and \$60.00 for a spot in the carpet.

The landlord stated that more time had been required to clean the rental unit due to the condition the tenant left it in however the tenant claimed that with exception of the side of the stove she had spent 12 hours cleaning the rental unit.

The landlord and tenant entered into a discussion to reach a settlement and ultimately agreed to the landlord keeping \$150.00 of the \$650.00 security deposit.

The landlord in this application is seeking \$361.60 compensation in retention of the security deposit.

### 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 their dispute. Specifically, both parties agreed to the following:

The tenant agreed to a deduction of \$150.00 from the security deposit being held by the landlord and this amount will satisfy the landlord's claim in full. The \$500.00 balance of the security deposit will be returned to the tenant by the landlord within 7 days of receipt of this decision. The tenant will be provided with a monetary order for the \$500.00 balance of 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

### Conclusion

The landlord will retain \$150.00 from the tenant's \$650.00 security deposit in full satisfaction of this claim.

I grant the tenant a monetary order under section 67 of the *Act* for **\$500.00** for the balance of the security deposit.

If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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: October 18, 2011.

---

Residential Tenancy Branch