



# 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 pursuant to the *Residential Tenancy Act* to retain a portion of the security deposit towards cleaning and repairs of the rental unit 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**

Has the landlord established a claim for cleaning and repairs? Is the landlord entitled to the recovery of the filing fee and to retain a portion of the security deposit?

### **Background and Evidence**

The tenancy started on March 21, 2010 and ended on July 31, 2011. The rent was \$1,390.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$675.00 and a pet deposit of \$400.00.

The claims made by the landlord 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 accept \$300.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain \$300.00 from the security deposit in full and final settlement of his claims against the landlord.
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**

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

The landlord currently holds a security deposit of \$675.00 and a pet deposit of \$400.00. Pursuant to the above agreement, I order the landlord to retain \$300.00 and return the balance of **\$775.00** to the tenant **on or before November 10, 2011**.

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.

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Residential Tenancy Branch