



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, 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 unpaid rent, for the cost of repairs 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 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 for unpaid rent, to recover the cost of repairs and the filing fee? Is the tenant entitled to the return of double the security deposit the filing fee?

Background and Evidence

The tenancy started on May 19, 2010 and ended on April 03, 2011. The monthly rent was \$750.00. Prior to moving in the tenant paid a security deposit of \$375.00

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 security deposit of \$375.00 in full and final settlement of her claims against the landlord.
2. The landlord agreed to accept the security deposit in the amount of \$375.00 from the tenant in full and final settlement of his 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the landlord must bear the cost of filing his application.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit in the amount of \$375.00.

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: December 02, 2011.

Residential Tenancy Branch