



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF  
                             MNSD, MNDC, FF

### Introduction

This hearing dealt with cross applications by the landlord and tenants. The application by the landlord is to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee. The application by the tenants is for return of the security deposit and recovery of the filing fee. Both parties participated in the conference call hearing.

### Issue(s) to be Decided

Is either party entitled to any of the above under the Act.

### Background and Evidence

This tenancy began July 1, 2010 with monthly rent of \$900.00 and the tenants paid a security deposit of \$450.00. The tenancy ended January 31, 2012.

The tenant testified that the landlord had returned only a portion of the tenant's \$450.00 security deposit and that the tenant had not agreed for the landlord to withhold any portion of the security deposit. The tenant stated that the rental unit had been thoroughly cleaned when they vacated and they did not agree with the landlord's move out condition inspection report which they had refused to sign.

The landlord testified that when the move out inspection was completed that they found areas of the rental unit not to have been properly cleaned and that the stove was permanently damaged due to the tenant cooking with a wok and very high heat.

The landlord stated that he had attempted to come to an agreement with the tenant regarding the security deposit but that one could not be reached. The tenant responded by stating that there had been a communication break down between the parties and that was why he felt it necessary to come to arbitration.

The parties discussed the compensation they were each seeking in their applications and eventually reached a settlement agreement on how to satisfy their respective disputes.

### 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 landlord will return the \$70.00 portion of the tenant's security deposit that had been with held.
- The landlord will reimburse the tenant the \$50.00 filing fee for their application.
- The landlord will reimburse the tenant the \$20.00 registered mail fee.
- Both parties agree that this settlement will end all and any disputes/matters related to this tenancy.

The landlord will, based on the above, provide the tenant with a cheque for \$140.00.

Accordingly I find that the tenant is entitled to a monetary order for \$140.00.

Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute and matters related to this tenancy for both parties.

### Conclusion

I find that the tenant has established a monetary claim for **\$140.00** as outlined in the settlement agreement and I grant the tenant a monetary order under section 67 of the *Act* for this amount. 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: March 27, 2012

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Residential Tenancy Branch