



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes (MND), MNSD, FF

Introduction

This matter dealt with an application by the Landlord to keep the Tenant's security deposit and to recover the filing fee for this proceeding. At the beginning of the hearing, the Tenant consented to the Landlord amending his application to include a monetary claim for cleaning and repair expenses.

Issue(s) to be Decided

1. Is the Landlord entitled to compensation for cleaning and repair expenses?
2. Is the Landlord entitled to keep the Tenant's security deposit?

Background and Evidence

This tenancy started on March 1, 2008 and ended on December 30, 2011 when the Tenant moved out. Rent was \$1,550.00 per month. The Tenant paid a security deposit of \$775.00 at the beginning of the tenancy.

The Landlord said he did not complete a condition inspection report with the Tenant at the beginning of the tenancy because the rental unit was new. The Parties completed a condition inspection report on December 30, 2011 at which time the Tenant gave the Landlord his forwarding address in writing. The Landlord claimed that a number of repairs to the rental unit were necessary after the Tenant vacated and as a result, he did not return the security deposit to the Tenant but instead filed an application on January 17, 2012 to keep it. The Tenant disputed a number of the Landlord's claims and argued that some of his invoices for expenses were unreliable. However, during the hearing the parties agreed to settle this dispute.

Analysis

Section 63(2) of the Act says that "*if the Parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.*" The Parties stated at the hearing that they wished to settle this dispute on the following terms:

1. The Landlord will retain \$500.00 of the Tenant's security deposit in full and final satisfaction of any claim he may have arising out of the tenancy and he agrees to return the balance of the security deposit (and accrued interest) to the Tenant no later than 5 days after the date of this decision; and
2. The Tenant agrees that the payment of \$275.00 (plus accrued interest of \$9.72) will be in full and final satisfaction of any and all claims that he may have arising out of the tenancy.

Conclusion

If the Landlord does not comply with the terms of the agreement set out above, this agreement will be void and the Tenant may make an application to the Residential Tenancy Branch to recover double the amount of the security deposit.

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 22, 2012.

Residential Tenancy Branch