



Dispute Resolution Services

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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*, for a monetary order for the cost of the assessment and removal of mould in the basement of the rental unit and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

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 the cost of repairs and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started in October 2009 and prior to moving in, the tenant paid a security deposit of \$1,300.00. The tenancy ended on December 31, 2011.

The cost of the assessment of mould in the basement and its removal was 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 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 these matters, on the following conditions:

1. The landlord agreed to return the security deposit in the amount of \$1,300.00 to the tenant by April 10, 2012, in full and final settlement of all monetary claims against the tenant.
2. The tenant agreed to accept the security deposit of \$1,300.00 in full settlement of all monetary 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

Pursuant to the above agreement, the landlord will return the security deposit in the amount of \$1,300.00 to the tenant on or before April 10, 2012.

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

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 16, 2012.

Residential Tenancy Branch