



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, FF.

Introduction.

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the cost of the cleaning, loss of income and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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 to recover the cost of the cleaning, loss of income and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on February 01, 2010. At the time the tenancy ended the monthly rent was \$1,304.00 payable on the first of each month. Prior to moving in, the tenant paid a security deposit of \$637.50. The tenant agreed that he gave the landlord late written notice on January 04, 2012, to end the tenancy effective February 01, 2012.

A move out inspection was conducted and the tenant agreed that he owed for \$60.00 for cleaning and \$100.00 for carpet cleaning. A new tenant moved in at the end of February 2012.

The landlord's claim was discussed. 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 retain the security deposit of \$637.50.
2. The tenant further agreed to pay to the landlord \$300.00 in full and final settlement of all claims. A monetary order will be granted to the landlord for this amount.
3. The landlord agreed to accept the security deposit plus \$300.00 from the tenant in full and final settlement of all claims against the tenant.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement of all aspects** of the dispute at this address.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit and I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$300.00**. This order may be filed in the Small Claims Court 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: April 17, 2012.

Residential Tenancy Branch