



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* to retain a portion the security deposit towards cleaning, rent and repairs of the rental unit and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. This application was initially heard on April 25, 2012 and adjourned to June 12, 2012, to give the landlord an opportunity to have an interpreter for assistance.

Issues to be decided

Has the landlord established a claim for cleaning, rent and repairs? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit in partial satisfaction of his claim?

Background and Evidence

The tenancy started on April 01, 2010 and ended on December 02, 2011. The rent was \$1,900.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$950.00.

The claims made by the landlord 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 landlord agreed to return \$477.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$477.00 and allow the landlord to retain the balance of the security deposit in full and final settlement of his claims against the landlord.
3. The landlord agreed to pay the tenant \$477.00 within 15 days of receipt of this decision.
4. 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

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. I hereby order the landlord to return \$477.00 to the tenant within 15 days of receipt of this decision.

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: June 12, 2012.

Residential Tenancy Branch