



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 to retain the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim against the security deposit? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2009 and ended on May 31, 2012. Prior to moving in, the tenant paid a security deposit in the amount of \$500.00.

The landlord filed evidence in support of her claim for damages. The evidence consists of photographs, receipts, inspection reports, etc. Prior to discussing the details of the landlord's claim and prior to hearing the tenant's rebuttal to the evidence filed by the landlord, the landlord offered to accept the security deposit in full settlement of her claim. The tenant had the option of accepting the landlord's offer or offering testimony on, what if any damage she was responsible for. I explained the available options in detail and gave the tenant the opportunity to decide which option worked for her.

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 \$500.00 plus accrued interest of \$0.00, in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$500.00 in full and final settlement of all claims against the tenant.
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.

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

Conclusion

Pursuant to the above agreement, the landlord may retain the entire 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: August 21, 2012.

Residential Tenancy Branch