



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, MNSD, FF.

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of repairs and cleaning pursuant to Section 67 and for the recovery of the filing fee, pursuant to Section 72. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for a monetary order for compensation pursuant to section 51 and for the filing fee.

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 to recover the cost of repairs, cleaning and the filing fee? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started in November 2002 and ended on or before June 15, 2012. The parties did not agree on the date that the tenant moved out. Prior to moving in the tenant paid a security deposit of \$450.00.

The claims of both parties were discussed at length. During the discussion 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 keep the entire security deposit plus accrued interest in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit plus accrued interest in full and final settlement of all claims against the tenant.
3. Both parties stated that 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 may retain the security deposit plus accrued interest. The parties must bear the cost of filing their own 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: August 24, 2012.

Residential Tenancy Branch