



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

**MNDC, MNSD, FF**

### **Introduction**

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage to the rental unit, to retain the deposit, compensation for damage or loss under the Act and to recover the filing fee from the tenants for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### **Issue(s) to be Decided**

Is the landlord entitled to compensation for damage to the rental unit in the sum of \$516.17?

May the landlord retain the deposit?

Is the landlord entitled to filing fee costs?

### **Background and Evidence**

The parties agreed that the tenancy commenced on December 1, 2010. The tenants gave proper notice to end the tenancy effective April 30, 2012.

A move-in condition inspection report was completed; the tenants confirmed that they did not attend the scheduled move-out inspection that was to occur at 1:30 p.m. on April 23, 2012.

Mutually Settled Agreement

The tenants agreed to accept the landlord's offer to settle the dispute by allowing the landlord to retain the deposit that had been paid, in satisfaction of the claim made.

Therefore, the landlord will retain the deposit in satisfaction of the claim and I find, pursuant to section 63(2) of the Act, that all claims related to this tenancy are satisfied.

Conclusion

The parties reached mutual agreement that the landlord may retain the deposit paid, in complete satisfaction of the claim.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 19, 2012.

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Residential Tenancy Branch