



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNSD, MNR, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit, cleaning and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. 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 for costs incurred to repair and clean the rental unit? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on January 01, 2013 for a fixed term of six months. The tenant moved out on June 20, 2012. The rent was \$950.00 and was due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$475.00.

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 tenant agreed to allow the landlord to retain \$378.00 from the security deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$328.00 in full settlement of all claims against the tenant.
3. The landlord agreed to return \$97.00 to the tenant 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**

Pursuant to the above agreement, the landlord will return \$97.00 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: September 19, 2012.

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Residential Tenancy Branch