



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MND, MNDC, FF

Introduction

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

The landlord applied to retain the security deposit in partial satisfaction of his claim for the cost of repairs and cleaning. The tenant applied for the return of double the security deposit and for compensation for loss of facilities for approximately 20 days. Both parties applied for the recovery of the filing fee.

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

This hearing was scheduled to be heard on August 24 and September 28 and was adjourned to this date for various reasons.

Issues to be decided

Has the landlord established a claim for the cost of repairs and cleaning? Is the landlord entitled to keep the security deposit or has the tenant established a claim for double its return? Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on December 01, 2011 and ended on August 31, 2012. On August 24, 2012, the tenant gave the landlord his forwarding address. The landlord filed this application on September 20, 2012 which is not within the legislated time of 15 days. The rent was \$1,300.00 and the tenant paid security and pet deposits in the amount of \$850.00.

The claims made by both parties against each other 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 \$550.00 to the tenant within 15 days of the receipt of this decision, in full settlement of all claims against the tenant.
2. The tenant agreed to accept \$550.00 in full settlement of all claims against the landlord. A monetary order will be issued in favour of the tenant for this amount.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$550.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own applications.

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: November 02, 2012.

Residential Tenancy Branch

