



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, MND, MNR, 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 cleaning and unpaid rent. The landlord also applied to retain the security and pet deposits in partial satisfaction of her claim. The tenant applied for the return of the security and pet deposits, moving costs and repairs that she had paid for. 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.

Issues to be decided

Is the landlord entitled to a monetary to recover the cost of cleaning and unpaid rent? Is the tenant entitled to the return of the security and pet deposits, moving costs and repairs?

Background and Evidence

The tenancy started on November 01, 2012. Prior to moving in the tenant paid a security deposit of \$400.00 and a pet deposit of \$400.00. The tenant moved out on February 08, 2013.

The claims of both parties 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 Arbitrator 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 security and pet deposits towards the landlord's claim against the tenant.
2. The tenant agreed to pay the landlord an additional sum of \$225.00 towards the full settlement of the landlord's claim against the tenant.
3. The landlord agreed to accept the security and pet deposits and an additional \$225.00 from the tenant as full settlement of her claim against the tenant.
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.

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

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$225.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: May 08, 2013

Residential Tenancy Branch