



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PRUDENTIAL KELOWNA PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, MND, FF

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied to retain a portion of the security deposit towards the cost of replacing the locks, cleaning the carpet, repairing damage and for an inspection fee. The tenant applied for the return of double the security deposit. 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

Has the landlord established a claim for the cost of replacing the locks, cleaning the carpet, repairing damage and for an inspection fee the? Is the landlord entitled to keep the security deposit or has the tenant established a claim for its return?

Background and Evidence

The tenancy started on November 15, 2011. The rent was \$1,700.00 and the tenant paid a security deposit in the amount of \$850.00. The tenancy ended on November 30, 2012 and the tenant gave the landlord his forwarding address on December 07, 2012.

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 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 landlord agreed to return the security deposit to the tenant in the amount of \$850.00, within 15 days of the receipt of this decision, in full settlement of all claims against the tenant.
2. The tenant agreed to accept \$850.00 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 the 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 **\$850.00**. 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: June 04, 2013

Residential Tenancy Branch