



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 convened by way of conference call in response to an Application for Dispute Resolution made by the tenant for the return of all or part of the pet damage or security deposit and, for money owed or compensation for damage or loss under the Residential Tenancy Act (referred to as the “Act”), regulation or tenancy agreement. The tenant also applied to recover the filing fee for the cost of the application.

The tenant and one of the landlords appeared for the hearing and both parties gave affirmed testimony and provided evidence in advance of the hearing.

The tenant made an application and was provided with a copy as well as the Notice of Hearing documents to serve onto the landlords on August 23, 2013. However the tenant served these by registered mail on September 14, 2013. As a result, I find the tenant had not served the documents pursuant to Section 59(3) of the Act. As a result, I indicated that the tenant’s application would be dismissed with leave to re-apply.

The landlord claimed during the hearing that the tenant owed her money for cleaning. However, the landlord had failed to make an application before me to consider this claim. The landlord and tenant both indicated that they would like to settle this matter in this hearing by mutual agreement.

Analysis & Conclusion

Pursuant to section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties **agreed** to settle the dispute in full under the following terms:

1. The tenant claimed that the landlords were required to return to him \$350.00 for the security deposit and \$40.00 for an item of furniture which the landlords agreed to purchase, which the tenant left behind when he left the tenancy. As a result, the tenant is willing to forgo the \$40.00 for the furniture and agrees to the landlords deducting \$20.00 from his security deposit, both in lieu of the cleaning costs the landlord testified to during the hearing. As a result, the tenant agreed to the landlords returning \$330.00 of the security deposit back to the tenant.
2. The tenant agreed to the landlords making this payment in 2 installments: \$180.00 which is payable by October 31, 2013 and \$150.00 payable by November 30, 2013. The landlord agreed that the tenant must **receive** these two installments by the end of each month. It will not be sufficient for the landlords to send these payments by the deadlines stipulated.
3. The landlord agreed to the tenant being issued with a Monetary Order in the amount of \$330.00, which the tenant can enforce **if** the landlords fail to make the above agreed payments.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

For the reasons set out above, I hereby grant the tenant a monetary order in the amount of **\$330.00**.

This order is final and binding on the parties and may be enforced.

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: October 03, 2013

Residential Tenancy Branch

