



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MND, MNSD, FF

Introduction:

The landlord made a monetary claim for repair to the unit and for loss of revenue.

Facts:

Both parties attended a conference call hearing. A tenancy began on June 15, 2011 with rent in the amount of \$ 1,344.00 due in advance on the first day of each month. The tenants paid a security deposit totalling \$ 647.50 on June 15, 2011. The tenants moved out and the landlord claimed that she incurred cleaning, repair costs and loss of revenue expenses.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the sum of \$ 497.50 from the tenants' security deposit,
- b. The parties agree that the landlord shall pay the tenants the balance of the security deposit which together with interest totals \$ 150.00, and
- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the sum of \$ 497.50 from the security deposit and I granted the tenants a monetary Order in the amount of \$ 150.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the landlord.

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 28, 2013

Residential Tenancy Branch

