



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNDC, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for compensation for loss – Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing the Parties reached a settlement. The following sets out that settlement.

Agreed Facts

The tenancy started on November 27, 2012 and ended on May 31, 2013. Rent of \$4,500.00 was payable monthly. At the outset of the tenancy the Landlord collected \$2,250.00 as a security deposit. The Parties mutually conducted both a move-in and move-out inspection. The move-out report indicates damages to various areas of the unit. The Tenant indicated on the move-out report that the damages noted were not agreed upon.

Settlement Agreement

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and the agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Landlord will retain \$1,800.00 from the security in full satisfaction of the claims contained in the application for dispute resolution.**
- 2. The Landlord will return the \$450.00 remaining from the security to the Tenant forthwith.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

As the Parties made mutually agreeable arrangements for the Tenant's receipt of the monies from the Landlord, I find that this matter has been sufficiently concluded.

Should the Tenant not receive the funds from the Landlord within a reasonable time, the Tenant is at liberty to make an application seeking a monetary order.

Conclusion

The Parties have resolved the dispute as set out above on the mutually agreed upon terms.

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 01, 2013

Residential Tenancy Branch

