



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened to deal with an Application for Dispute Resolution by the landlord for a monetary order for cleaning costs and repairs to the unit and an order to retain the security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Background and Evidence

The tenancy began February 1, 2011 and ended on June 30, 2013. The rent was \$1,200.00 and a security deposit of \$600.00 was paid.

The landlord testified that the tenant left the rental unit in an unclean and damaged condition and submitted photos and receipts. No copies of the tenancy agreement or move-in or move-out condition inspection reports signed by the parties were in evidence, in support of this claim. The landlord testified that the landlord incurred costs totaling \$950.00, including \$300.00 in unpaid rent.

The tenant disputed all of the landlord's claims except the rental arrears.

Analysis

A mediated discussion ensued, the outcome of which was that the parties reached a mutual agreement. The parties agreed that the landlord will retain the tenant's \$600.00 security deposit in full satisfaction of the monetary claim.

Accordingly, I hereby order that the landlord retain the tenant's \$600.00 security deposit on consent of the parties as total compensation for all claims.

Conclusion

The landlord and tenant reached a mutually acceptable agreement in which the landlord will retain the tenant's security deposit in full satisfaction of the claim.

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

