



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MND, MNDC, MNSD, FF.

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for painting and cleaning and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of the security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for painting and cleaning costs and the filing fee? Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy started on July 01, 2012. The monthly rent was \$560.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$280.00. The tenant moved out on June 26, 2013. The parties conducted a move out inspection together on June 30, 2013.

Both parties' claims 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 tenant agreed to allow the landlord to keep the security deposit of \$280.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit in full and final settlement of all claims against the tenant.
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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, each party must bear the cost of filing their own application.

Conclusion

Pursuant to the above agreement, the landlord may retain the entire security deposit of \$280.00.

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 10, 2013

Residential Tenancy Branch

