



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* to retain a portion of the security deposit towards cleaning and repairs of the rental unit 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

Has the landlord established a claim for cleaning and repairs? Is the landlord entitled to the recovery of the filing fee and to retain a portion of the security deposit?

Background and Evidence

The tenancy started in August 2011 and ended on August 15, 2013. The rent was \$2,720.00 due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$1,360.00. On August 20, the landlord returned \$117.00 to the tenant and currently has in his possession \$1,243.00.

The claims made by the landlord 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 landlord agreed to return to the tenant \$200.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$200.00 in full and final settlement of all claims against the landlord.
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.

Conclusion

Pursuant to the above agreement, I order the landlord to return \$200.00 to the tenant and retain the balance of the security deposit. The landlord must return \$200.00 to the tenant within 15 days of receipt of this decision.

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 08, 2013

Residential Tenancy Branch

