



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, MNDC. FF

### Introduction

This was a hearing with respect to applications by the tenant and by the landlord. The hearing was conducted by conference call. The tenant and the landlords' agent called in and participated in the hearing.

### Issue(s) to be Decided

Is the tenant entitled to a monetary order for the return of her security deposit including double the amount?

Is the landlord entitled to a monetary award for cleaning, repairs and loss of rental income for one month?

### Background and Evidence

The tenancy began August 31<sup>st</sup>, 2012 for a fixed term ending June 30, 2013 and thereafter on a month to month basis. The monthly rent was \$1,350.00 and the tenant paid a \$675.00 security deposit on September 15, 2012. The tenant informed the landlords' agent that she would be moving out at the end of June. The tenant moved out on or about June 27, 2013.

There was no condition inspection when the tenant moved in. The landlords' agent said that the tenant was unable to meet with her to conduct a move out inspection. The landlord claimed various amounts for cleaning and repairs. They retained the sum of \$408.00 from the security deposit and returned a cheque in the amount of \$267.00 to the tenant. The tenant received it on July 25, 2013. The tenant submitted an application on July 25, 2013 to claim the security deposit including double the amount, being \$1,350.00. The landlords filed an application in response to claim the cost of cleaning and repairs plus one month's loss of revenue for a total of \$1,758.00.

### Analysis

During the course of the hearing the tenant and the landlords' agent were given an opportunity to discuss the prospects of a settlement of their respective claims. As a result of those discussions the tenant agreed to accept and retain the sum of \$267.00 that has been paid to her in full and final satisfaction of her claims for the return of her security deposit provided that the landlords agreed to abandon the claims set out in their application for dispute resolution. The landlords' agent accepted the tenant's proposal and agreed that the landlords will consider the tenant's acceptance of the sum of \$267.00 as a full and final settlement of all claims that that landlord can or may have against the tenant arising out of the tenancy, including the claims stated in the landlords' application for dispute resolution

### Conclusion

Pursuant to the agreement of the parties, I order that the applications for dispute resolution brought by the tenant and by the landlord be, and are hereby dismissed without leave to reapply. This is a full and final settlement of all claims arising out of the tenancy.

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 31, 2013

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Residential Tenancy Branch

