



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coast Realty Property Management
and [tenant name suppressed to protect privacy]

DECISION

Codes: MND, MNSD

Introduction:

The landlord made a monetary claim for repair and cleaning expenses to the unit.

Facts:

Both parties attended a conference call hearing. A tenancy began on September 1, 2012 with rent in the amount of \$ 1,200.00 due in advance on the first day of each month. The tenants paid a security deposit and pet deposit totalling \$1,595.00 on July 17, 2012.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenants now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the sum of \$ 628.00 from the tenants' security and pet deposit,
- b. The parties agree that the landlord shall pay the tenants the balance of the tenants' deposits which together with interest totals \$ 967.00, and
- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the sum of \$ 628.00 from the security and pet deposit and I granted the tenants a monetary Order in the amount of \$ 967.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the landlord without leave to reapply.

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: November 18, 2013

Residential Tenancy Branch

