



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DEVON PROPERTIES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNDC, MND, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to retain the security deposit towards the cost of cleaning, replacing drapes and for the recovery of 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 against the security deposit? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on May 01, 2012 and ended on July 31, 2013. Prior to moving in, the tenant paid a security deposit in the amount of \$350.00.

During the discussion of the details of the landlord's claim and the tenant's rebuttal to the evidence filed by the landlord, the landlord offered to accept the security deposit in full settlement of his claim. The tenant accepted the landlord's offer.

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 retain the security deposit of \$350.00 plus accrued interest of \$0.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$350.00 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.

Conclusion

Pursuant to the above agreement, the landlord may retain the entire security deposit.

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 14, 2013

Residential Tenancy Branch

