



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MND, FF

Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage or loss under the Act, damage to the rental unit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process.

The parties were provided with the opportunity to submit documentary evidence prior to this hearing; neither party made a written submission.

Preliminary Matters

The landlord submitted a claim in the sum of \$1,900.00; this claim was not itemized. At the start of the hearing I determined that the landlord wished to claim \$1,500.00 as loss of June 2013 rent revenue and \$400.00 for laminate damage.

In the absence of an itemized list setting out a claim for damage that portion of the application was dismissed.

Mutually Settled Agreement

The parties agreed that the landlord will retain the security and pet deposits totaling \$1,500.00 in full satisfaction of any and all claims that the landlord has in relation to this tenancy.

Both parties agreed that no further claims will be made against the other and that this mutually settled agreement solves all matters between the parties.

Therefore, pursuant to section 63(2) of the Act, I find that the landlord is entitled to retain the security and pet deposits totaling \$1,500.00 and that no further claims in relation to this tenancy may be made by either party.

Conclusion

The claim for damages is dismissed.

The balance of the claim is mutually settled and no further claims are to be made by either party.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 20, 2013

Residential Tenancy Branch