



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to a stove, in the amount of \$1,000.00. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Has the landlord established a claim for costs incurred to repair the stove?

Background and Evidence

The tenancy started on August 01, 2012 and ended on August 15, 2013. The rent was \$2,600.00 and was due in advance on the first day of each month. At the end of the tenancy the landlord retained \$1,000.00 of the security deposit towards the repair of the stove. The tenant did not agree to this deduction.

The claim made by the landlord was 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 tenant agreed to allow the landlord to retain \$400.00 from the security deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$400.00 in full settlement of all claims against the tenant.
3. The landlord agreed to return \$600.00 to the tenant within 15 days of receipt of this decision.
4. 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 must return \$600.00 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: December 03, 2013

Residential Tenancy Branch

