



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Homelife Peninsula Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for damage to the unit, site or property / retention of all or part of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the fixed term of tenancy was from August 01, 2013 to July 31, 2014. Monthly rent was \$2,595.00, and a security deposit of \$1,297.50 was collected. A move-in condition inspection report was completed with the participation of both parties.

By way of mutual agreement, the tenancy ended effective November 30, 2013. A move-out condition inspection report was completed with the participation of both parties, and the tenant provided a forwarding address on the move-out condition inspection report. The landlord repaid the tenant's security deposit with the exception of \$400.00, which was withheld for the anticipated cost of having the carpet(s) cleaned. The landlord's application for dispute resolution was filed on December 13, 2013.

During the hearing the parties attempted to resolve the dispute between them.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle the dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will retain **\$150.00** from the \$400.00 of the tenant's security deposit which is still currently held in trust;
- that the landlord will repay the balance of **\$250.00** (\$400.00 - \$150.00), and a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by **cheque**, which is put into the mail to the tenant by not later than **midnight, Wednesday, April 30, 2014**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute which arise out of this tenancy and which are currently before me.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$250.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: April 03, 2014

Residential Tenancy Branch

