



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD

Introduction:

The tenant made a monetary claim for the cost of repairs and recovery of double the security and pet deposit.

Facts:

Both parties attended a conference call hearing. A tenancy began on January 29, 2012 with rent in the amount of \$ 1,125.00 due in advance on the first day of each month. The tenant paid a security deposit and pet deposit totalling \$1,050.00. The tenant moved out on November 28, 2013 and the landlord retained \$ 817.00 from the security deposit returning \$ 233.00 and claimed that she incurred cleaning and repair expenses.

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 tenant now have or may have arising from this tenancy the parties agree that the landlord will pay the tenant the additional sum of \$ 680.00 from his security and pet deposit, and
- b. 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 \$ 137.00 from the security and deposit and I granted the tenant a monetary Order in the amount of

\$ 680.00. 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 tenant 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: April 08, 2014

Residential Tenancy Branch

