



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for damage to the rental unit and to keep a portion of the Tenants’ security deposit in full satisfaction of the Landlord’s claim.

Both Tenants and two agents for the Landlord appeared for the hearing and provided affirmed testimony during the hearing. There were no issues in relation to the service of the Landlord’s Application, the Notice of Hearing documents and the written evidence of both parties in accordance with the *Residential Tenancy Act* (the “Act”) and the Rules of Procedure.

At the start of the hearing it was determined that the Landlord had received a \$450.00 security deposit from the Tenants on July 31, 2013. At the end of the tenancy (February 28, 2014), within 15 days of the Landlord receiving the Tenants’ forwarding address in writing on March 1, 2014 the Landlord returned \$161.30 to the Tenants and made an Application on March 10, 2014 for the remaining amount (\$288.70) pursuant to Sections 38(1) (c) and (d) of the Act.

During the hearing, one of the Landlord’s agent explained that they were only claiming for carpet cleaning and the rental unit cleaning in the amount of **\$218.70**, plus the filing fee.

After both parties had presented their evidence and made submissions to me during the hearing, the parties agreed with each other that it was best to settle this matter through mutual agreement. As a result, the parties discussed the issues between them and turned their minds to compromise in order to reach a resolution of the dispute.

### Analysis & Conclusion

Pursuant to section 63 of the Act, the arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

The Tenants **agreed** to settle the Landlord's monetary claim as follows:

- The Tenants consented to the Landlord deducting **\$239.00** from the remaining amount of the Tenants' security deposit currently held by the Landlord.
- The Landlord will return the remaining balance to the Tenant in the amount of **\$49.70** forthwith.
- This is in **full** satisfaction of the Landlord's Application.
- The Tenants' copy of this decision is accompanied by copies of a Monetary Order in the amount of \$49.70. A copy of this order may be used for enforcement in the Small Claims court **if** the Landlord fails to voluntarily return the outstanding amount.
- The Landlord is cautioned to ensure that documentation is retained in relation to proof of payment made.

This agreement and order is fully binding on the parties.

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: July 03, 2014

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Residential Tenancy Branch

