



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MND, MNSD, FF

Introduction:

The landlord made a monetary claim for repair expenses to the unit.

Facts:

Both parties attended a conference call hearing. A tenancy began on March 1, 2013 with rent in the amount of \$ 1,295.00 due in advance on the first day of each month. The tenant LG only, paid a security and pet deposit totalling \$ 1,295.00.00.. The tenancy ended on March 1, 2014 and the landlord claimed that she incurred 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 be permitted to retain the sum of \$ 625.00 from LG's security and pet deposit,
- b. the parties agree that the landlord shall pay LG the sum of \$ 670.00, LG shall forthwith return a shelving unit from the bedroom to the landlord or the unit and,
- c. 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 \$ 625.00 from the security and pet deposit and I granted LG a monetary Order in the amount of \$ 670.00. 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 landlord 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: June 10, 2014

Residential Tenancy Branch

