



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNDC, MNSD, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of repairs. The tenant applied for the return of double the security deposit, the return of rent, moving costs and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs? Is the tenant entitled to double the security deposit, the return of rent, moving costs and the filing fee?

Background and Evidence

The tenancy started in July 2012. The monthly rent at the end of tenancy was \$1,600.00 lowered from \$1,700.00 and due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$1,700.00.

On January 20, 2014, the tenant gave notice to end tenancy to be effective February 28, 2014. Both parties agreed to allow the security deposit to be used as rent for February 2014. At the landlord's request, the tenant moved out on February 08, 2014. The landlord agreed to return rent for the balance of February. Since the landlord was out of Province at the time the tenant moved out, a move out inspection was not conducted. The landlord returned to find damage to the unit.

Despite having used the deposit as rent, the tenant filed an application for the return of double the deposit in addition to the return of rent for the balance of February. The tenant stated that it was his understanding that since the landlord had not conducted a move out inspection; the landlord was not entitled to make a claim for damages and was obligated to return double the security deposit to the tenant.

During the hearing, I explained to the parties the consequences of not conducting a move out inspection. The landlord had extinguished her right to make a claim against the security deposit but still retained the right to make a claim for damages over and above normal wear and tear. In addition doubling the deposit was covered under s. 38 of the Act and was not contingent upon the performance of a move out inspection.

Both parties' claims were 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 withdraw his application for a monetary order in full and final settlement of all claims against the landlord.
2. The landlord agreed to withdraw her application for a monetary order in full and final settlement of all claims against the tenant.
3. 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, **all claims** of both parties against each other regarding this rental unit are fully and finally settled. Applications of both parties are dismissed 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: August 29, 2014

Residential Tenancy Branch

