



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

Dispute Codes:

MND, MNSD, FF

Introduction

This hearing was convened to deal with an Application for Dispute Resolution by the landlord for a monetary order for cleaning and repairs to the unit and an order to retain the security deposit.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the affirmed testimony and relevant evidence that was properly served.

Background and Evidence

The tenancy began March 3, 2014 and ended on April 20, 2014. The rent was \$4,000.00 and a security deposit of \$2,000.00 was paid.

The landlord testified that the tenant left the rental unit in an unclean and damaged condition and submitted photos and receipts. A copy of the tenancy agreement and move-in condition inspection report signed by the parties were in evidence and the *I was claiming damages of 3,471.65.

The tenant disputed the majority of the landlord's claims.

Analysis

A mediated discussion ensued, the outcome of which was that the parties reached a mutual agreement, the terms of which follow:

It is agreed that the landlord will retain \$1,000.00 from the tenant's security deposit in full satisfaction of the monetary claim and will refund the remaining \$1,000.00 to the tenant.

Accordingly, pursuant to the mutual agreement reached between the participants, I hereby grant the tenant a monetary order in the amount of \$1,000.00 on consent of the parties and order that the landlord retain \$1,000.00 as total compensation for all claims.

This order must be served on the landlord and may be enforced through Small Claims Court if necessary.

Conclusion

The landlord and tenant reached a mutually acceptable agreement in which the landlord will retain part of the tenant's security deposit in full satisfaction of the claim and refund the remainder.

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: November 04, 2014

Residential Tenancy Branch

