



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied to retain the security deposit in partial satisfaction of his claim for the cost of repairs and loss of income. The tenant applied for the return of double the security deposit. Both parties applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

On January 15, 2015, the landlord sent her hearing package to the tenant by registered mail to the address provided by the tenant and filed a copy of the tracking slip. The tenant stated that he had not received the package. Since the landlord had mailed the package to the address provided by the tenant I consider the tenant served on January 21, 2015, five days after the package was mailed

Issues to be decided

Has the landlord established a claim for the cost of repairs and loss of income? Is the landlord entitled to keep the security deposit or has the tenant established a claim for double its return?

Background and Evidence

The tenancy started on April 01, 2014 for a fixed term of three months ending June 30, 2014. The landlord agreed that sometime towards the end of May 2014, the tenant gave her verbal notice to end the tenancy effective June 30, 2014. The tenant offered to show the place to prospective tenants. The tenant moved out on June 28 and gave the landlord a forwarding address in writing on July 07, 2014. The parties could not agree on the damage done by the tenant and the amount to be deducted off the security deposit. The landlord did not return the deposit and on July 30, 2014, the tenant made an application for the return of double the security deposit.

On January 15, 2015, the landlord made this application to retain the security deposit of \$350.00, towards the cost of repairs.

The claims made by both parties against each other 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 landlord agreed to return the security deposit of \$350.00 to the tenant within 15 days of receipt of this decision, in full settlement of all claims against the tenant.
2. The tenant agreed to accept \$350.00 in full settlement of all claims against the landlord. A monetary order will be issued in favour of the tenant for this amount.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own application.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$350.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: January 23, 2015

Residential Tenancy Branch

