



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WANKE DEVELOPMENTS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repairs and cleaning and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Has the landlord established a claim for the costs of repairs and cleaning? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on July 01, 2009 and ended on April 30, 2014. The rent was \$1,038.00 and was due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$700.00.

The claims made by the landlord 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 allow the landlord to retain the security deposit of \$700.00
2. The tenant agreed to pay an additional \$500.00 to the landlord in full and final settlement of all claims against the landlord.
3. The landlord agreed to accept the security deposit of \$700.00 and an additional payment of \$500.00 in full settlement of all claims against the tenant.
4. The landlord will be granted a monetary order in the amount of \$500.00.
5. 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, the landlord may retain the security deposit of \$700.00 and I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$500.00**. 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: April 23, 2015

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Residential Tenancy Branch

