



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

There are applications filed by both parties. The landlord seeks a monetary order under section 67 for damage to the unit, site or property, to retain all or part of the security deposit pursuant to section 38 and recovery of the filing fee under section 72 of the Residential Tenancy Act. The tenant also seeks a monetary order for the return of the security deposit under section 67 and recovery of the filing fee under section 72 of the Act.

Both parties attended the hearing by conference call and gave testimony. Both parties confirmed receipt of the notice of hearing package and the documentary evidence submitted by the other party.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage to the unit, site or property?

Are the landlords entitled to retain all or part of the security deposit?

Are the landlords entitled to recovery of the filing fee?

Is the tenant entitled to a monetary order for return of the security deposit and recovery of the filing fee?

### Background and Evidence

The landlords seek a monetary claim of \$875.00 for damage caused by the tenant. The landlord, N.G. stated that the tenant caused an ant infestation requiring pest fumigation, left the rental unit with a damaged stove in the kitchen and a damaged kitchen door caused by his movers.

The tenant seeks a monetary claim of \$3,125.00 which consists of compensation of \$2,250.00 as a result of complying with the landlord's 2 Month Notice to End Tenancy issued for Landlord's Use and the return of the \$875.00 security deposit.

At the outset of the hearing, both parties indicated that they would like to resolve the dispute through mediation to obtain a settlement agreement.

### Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlord may retain the \$875.00 security deposit.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties.

### Conclusion

Both parties agreed to withdraw their applications in a settlement agreement and agreed that the landlord may retain the \$875.00 security deposit.

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 1, 2015

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Residential Tenancy Branch

