



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, 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 cleaning, repairs and the filing fee. The landlord applied to retain the security deposit in satisfaction of the 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 costs incurred to repair and clean the rental unit? Is the landlord entitled to the recovery of the filing fee?

Background and Evidence

The landlord purchased the home in January 2014 and the tenant was already in occupation of the rental unit. The tenant rented the upper suite and the landlord moved into the lower suite. The rent was \$1,000.00 payable on the first of the month.

During the financial transactions regarding the purchase of the home, the landlord received \$1,000.00 towards the pet and security deposits.

The monetary claim made by the landlord was 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 \$500.00 from the security deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$500.00 in full settlement of all claims against the tenant.
3. The landlord agreed to return \$500.00 to the tenant within 15 days of receipt of this decision.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute regarding this rental unit, for both parties.

Conclusion

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Pursuant to the above agreement, the landlord must return \$500.00 to the tenant within 15 days of receipt of this decision.

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 16, 2015

Residential Tenancy Branch

