



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, 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 full satisfaction of his claim for the cost of cleaning and repairs. The tenant applied for the return of double the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord established a claim for the cost of cleaning and repairs? 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 in December 2012 and ended on September 30, 2014. On September 28, 2014, the tenant sent the landlord her forwarding address in writing by registered mail. The landlord filed this application on June 03, 2015 which is not within the legislated time of 15 days. The rent was \$1,300.00 and the tenant paid a security deposit in the amount of \$650.00.

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 \$800.00 to the tenant within 15 days of the receipt of this decision, in full settlement of all claims against the tenant.
2. The tenant agreed to accept \$800.0 in full settlement of her claim 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.

### **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 **\$800.00**. 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: June 25, 2015

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Residential Tenancy Branch

