



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HUGH & MCKINNON PROPERTY SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes O; MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for an "other" remedy.

The landlord's "other" remedy is a request to retain \$152.25 from the tenant's security deposit for the cost of carpet cleaning.

This hearing also dealt with the tenant's application pursuant to the Act for:

- authorization to obtain a return of all or a portion of his security deposit pursuant to section 38;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

The tenant appeared. The landlord's agents appeared. Each party was given an opportunity to provide evidence and cross examine the other party's evidence.

I asked the tenant if he was waiving his right to compensation pursuant to subsection 38(6). The tenant indicated he was not waiving his right to compensation.

Each party confirmed receipt of the other's evidence and application.

Background

In the course of the hearing the tenant proposed a settlement. The tenant set out that he believed that return of the remainder of his deposit and recovery of his filing fee would adequately compensate him for the delay in return of the security deposit. The landlord's agent BP rejected the settlement.

I heard testimony from the tenant and the landlord's agents. The tenancy ended 31 October 2014. The tenant provided his forwarding address on 31 October 2014 on the condition move-out inspection report. On the condition move out inspection report the tenant agreed to a deduction from his security deposit for carpet cleaning; however, the balance of the security deposit was not returned within fifteen days of 31 October 2014 because of an error in entering the tenant's forwarding address into the computer system. The balance of the security deposit was ultimately sent by the landlord on 16 December 2014 and received by the tenant on 27 December 2014.

After listening to the parties' testimonies and with consent of the parties, I took the opportunity to read section 38 aloud to them. After reading this section aloud, I confirmed with the tenant that his original offer was still available. The landlord's agent BP elected to accept the offer.

Analysis

Pursuant to section 63 of the Act, an arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

During this hearing, the parties reached an agreement to settle their disputes under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The landlord agreed to withdraw its application.
3. The landlord agreed to pay to the tenant \$202.25.
4. Both parties agreed that no further claims in respect of this tenancy would be brought before the Residential Tenancy Branch.

The tenant stated that he understood the terms of this agreement. The tenant stated that he understood that these particulars comprise the full and final settlement of these disputes. The tenant stated that he agreed to these terms.

The agent BP affirmed he had authority to bind the landlord to this agreement. The agent stated that he understood the terms of this agreement. The agent stated that he understood that these particulars comprise the full and final settlement of these disputes. The agent stated that he agreed to these terms.

Conclusion

The tenant's application is withdrawn. The landlord's application is withdrawn.

I issue a monetary order in the tenants' favour in the amount of \$202.25 under the following terms:

Item	Amount
Return of Balance of Deposit	\$152.25
Recovery of Filing Fee for this Application	50.00
Total Monetary Order	\$202.25

The tenant is provided with a monetary order in the above terms and the landlord(s) must be served with this order as soon as possible. Should the landlord(s) fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial 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 subsection 9.1(1) of the Act.

Dated: July 20, 2015

Residential Tenancy Branch

