



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Codes: MNSD, MNDC, MND, FF

### Introduction:

The landlord made a monetary claim for cleaning expenses for the unit and the tenants have applied for a monetary order for recovery of double the security and pet deposit.

### Facts:

Both parties attended a conference call hearing. A tenancy began on June 1, 2010 with rent in the amount of \$ 1,250.00 due in advance on the first day of each month. The tenants paid a security deposit and pet deposit totalling \$ 900.00 on July 1, 2010. The tenancy ended on March 31 and the landlord claimed that he incurred cleaning expenses and the tenants claimed they were prevented from cleaning by the landlord changing the locks. The landlord returned \$ 144.00 to the tenants on April 23, 2015.

### Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenants now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the sum of \$ 450.00 from the tenants' security and pet deposit,
- b. In satisfaction for all claims the landlord and tenants now have or may have arising from this tenancy the parties agree that the landlord shall pay the tenants the balance of the tenants' security and pet deposit which

together with interest totals \$ 306.00 (\$ 450.00 less the \$ 144.00 already returned by cheque on April 23, 2015), and

- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the sum of \$ 450.00 from the security and pet deposit and I granted the tenants a monetary Order in the amount of \$ 306.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee to either party as it was not part of the settlement. I have dismissed all other claims made by the landlord and tenants without leave to reapply.

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: September 28, 2015

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Residential Tenancy Branch

