



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNDC, MNSD, FF.*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of repairs, carpet replacement, cleaning, and for the recovery of the filing fee. The tenant applied for the return of double the security and pet deposits, compensation and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

After the tenancy ended, on May 12, 2015, the tenant provided the landlord with her forwarding address. However this address was incorrect and the hearing package mailed to the tenant by registered mail was returned to the landlord. The landlord agreed that he had received the hearing package of the tenant. Since I was unable to use the landlord's evidence in the making of this decision, options to adjourn this hearing were discussed.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover the cost of repairs, carpet replacement, cleaning, and for the recovery of the filing fee? Is the tenant entitled to the return of double the security and pet deposits, compensation and the filing fee?

### **Background and Evidence**

The tenancy started on February 01, 2013 and ended on May 02, 2015. The monthly rent was \$840.00 and the landlord has in his possession \$420.00 for a security deposit and \$420.00 for a pet deposit. The claims of both parties 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 tenant agreed to allow the landlord to keep \$420.00 from the total of the security and pet deposits and agreed to accept the balance of \$420.00 in full and final settlement of all claims against the landlord. A monetary order in this amount will be issued in favour of the tenant
2. The landlord agreed to return \$420.00 from the total of the deposits and accept the balance of \$420.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$420.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$420.00**.

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: October 20, 2015

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Residential Tenancy Branch

