



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, MND, MNR, MNDC, FF

Introduction

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*, for a monetary order for the cost of cleaning, repairs, unpaid utilities and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be Decided

Is the landlord entitled to a monetary order for the cost of cleaning, repairs, unpaid utilities and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on July 01, 2014. Prior to moving in the tenant paid a security deposit of \$440.00. The rental unit was shared by co tenants. The tenancy ended on April 30, 2015, but one of the tenants moved out later and returned the keys on May 13, 2015. A move out inspection was conducted on May 01, 2015, but the landlord did not document the inspection.

During the inspection, the tenant agreed to pay for steam cleaning the carpet and for the cost of unpaid utilities.

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 \$370.00 of the security deposit and return \$70.00 in full and final settlement of all claims against the landlord. A monetary order will be issued to the tenant for this amount.
2. The landlord agreed to retain \$370.00 from the deposit and pay the tenant \$70.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which 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 **\$70.00**. 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: October 27, 2015

Residential Tenancy Branch

