



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for:

- a monetary order for damage to the rental unit, pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager for this rental unit and that she had authority to speak on behalf of the landlord owner, BV, of this rental unit, as an agent at this hearing.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's Application.

In accordance with section 64(3)(c) of the *Act*, I amend the landlord's application to increase the monetary claim from \$420.00 to \$488.25. The tenant consented to this amendment request by the landlord.

### Issues to be Decided

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to recover the filing fee for her Application?

### Background and Evidence

Both parties agreed that this month-to-month tenancy began on December 21, 2013 and ended on June 30, 2015. Both parties agreed that monthly rent in the amount of \$1,450.00 was payable on the first day of each month. Both parties agreed that the tenant paid a \$725.00 security deposit to the landlord and the landlord continues to retain this deposit. Both parties agreed that move-in and move-out condition inspection reports were completed for this tenancy but the tenant only signed the move-in report, not the move-out report. Both parties agreed that the tenant provided a written forwarding address to the landlord on June 30, 2015. The landlord confirmed that she did not have written permission to retain any amount from the tenant's security deposit.

The landlord seeks \$367.50 for cleaning and changing locks, \$52.50 for the landlord's time to deliver the keys and wait for the lock change and cleaning to be done, and \$68.25 for dryer vent cleaning in the rental unit. The landlord also seeks to recover the \$50.00 filing fee paid for the Application.

### Analysis

Pursuant to section 63 of the *Act*, the 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.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. Both parties agreed that the landlord will retain \$307.88 from the tenant's security deposit;
2. Both parties agreed that the landlord will return the remainder of the tenant's security deposit in the amount of \$417.12 to the tenant by December 11, 2015;
3. The landlord agreed to bear the cost of the \$50.00 filing fee paid for her Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties

testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

### Conclusion

In order to implement the above settlement and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$417.12. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by condition #2 of the above settlement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above settlement. Should the landlord 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.

The landlord must bear the cost of the \$50.00 filing fee for this Application.

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: December 07, 2015

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Residential Tenancy Branch

