



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of cleaning, repairs, painting and for 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 parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing, the parties informed me that pursuant to the tenant's application, the return of the security and pet deposits had already been dealt with, in a prior hearing. The tenant was awarded the return of double the security and pet deposits. Therefore this hearing only dealt with the landlord's claim for a monetary order to recover the cost of cleaning, repairs, painting and the filing fee.

Issues to be decided

Has the landlord established a monetary claim and if so in what amount?

Background and Evidence

On August 04, 2015, the parties attended a hearing that was convened to address an application by the tenant. The tenant was awarded double the deposits in the total amount of \$2,450.00. On August 14, 2015, the landlord made an application for the cost of cleaning, repairs and painting in the total amount of \$4,682.52.

The landlord's claims were discussed briefly and during the discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The tenant has in his possession a monetary order against the landlord in the amount of \$2,450.00. The tenant agreed not to enforce the order if the landlord dropped her claim for damages. The landlord agreed to accept the tenant's offer.

In order to negate the tenant's monetary order against the landlord and finalize this agreement, I will grant the landlord a monetary order in the same amount.

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 pay the landlord \$2,450.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$2,450.00 in full and final settlement of all claims against the landlord.
3. A monetary order will be issued in favour of the landlord in the amount of \$2,450.00.
4. The tenant currently has a monetary order dated August 04, 2015, in his possession in the amount of \$2,450.00. Both landlord and tenant agreed not to enforce their monetary orders against each other.
5. The 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.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$2,450.00**. 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: February 12, 2016

Residential Tenancy Branch

