



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ROYAL PROVIDENCE MANAGEMENT INC./DYNASTY PROJECTS  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested 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 via conference hearing and provided affirmed evidence. The tenant confirmed receipt of the landlord's notice of hearing package and the submitted documentary evidence. The landlord also confirmed receipt of the tenant's submitted documentary evidence. I accept the undisputed affirmed evidence of both parties and find that both parties have been properly served as per sections 88 and 89 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage to the rental and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on February 1, 2011 on a fixed term tenancy until July 31, 2011 and then thereafter on a month-to-month basis as per the submitted copy of the signed tenancy agreement dated January 11, 2011. The monthly rent was \$1,030.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$515.00 was paid on January 11, 2011.

The landlord seeks a monetary claim of \$3,520.75 for cleaning and damages to the rental unit. The landlord has submitted a copy of an internal invoice dated October 7, 2015 for \$3,520.75 for:

- Removal of Debris, Suite Cleanup
- Filling, Sanding of Holes
- Curtain/Drape Replacement and Installation
- Replacement of Kitchen Floor
- Key not turned in
- Emergency Garage Door Repairs
- Restoration of Door Mechanism

The landlord has also submitted in support of their claim:

An Invoice dated November 15, 2015 for replacement of door motor.  
A typed invoice for new Draperies.

### Analysis

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agreed that the tenant shall surrender the \$515.00 security deposit to the landlord in settlement of this claim.

The above particulars comprise full and final settlement of all aspects of the dispute arising from this application for both parties.

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: April 29, 2016

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Residential Tenancy Branch