



# Dispute Resolution Services

Page: 1

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 and cleaning and for the recovery of the filing fee. The tenant applied for the return of double the security deposit and for the filing fee.

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

### **Issues to be decided**

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

### **Background and Evidence**

The tenancy started on July 01, 2014 for a fixed term ending on December 31, 2017. The monthly rent was \$1,590.00. The tenancy ended on September 30, 2015. Prior to moving in the tenant paid a security deposit of \$795.00 and a key deposit of \$795.00.

On September 19, 2015, the tenant provided the landlord with his forwarding address. The landlord made an application to keep the deposit on February 01, 2016, in response to the tenant's application for the return of the deposits.

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 the security deposit and the key deposit
2. The tenant agreed to pay the landlord an additional sum of \$1,250.00 towards the landlord's claim, in full and final settlement of all claims against the landlord.
3. The landlord agreed to accept the security deposit and the key deposit plus an additional \$1,250.00 from the tenant as full and final settlement of all claims against the tenant. A monetary order in this amount will be issued in favour of the landlord.
4. 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 landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$1,250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

**Conclusion**

I grant the landlord a monetary order in the amount of \$1,250.00.

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: April 06, 2016

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Residential Tenancy Branch