



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, 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 unpaid rent and for damage to the 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; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing in person with the assistance of sign interpreter(s). The tenants both confirmed that they understood the process and the landlord's application for dispute resolution.

The tenants acknowledged receiving the landlord's submitted documentary evidence. The tenants did not submit any documentary evidence.

During the hearing the landlord clarified that the dispute was for a claim of \$400.00 regarding the return of the security deposit against cleaning charges.

During the hearing both parties discussed the possibility of resolving the dispute through mediation.

Issue(s) to be Decided

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

Is the landlord entitled to retain 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.

The landlord seeks an amended monetary claim of \$400.00 against the security deposit for cleaning the rental unit.

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 landlord shall withdraw his application for dispute.
2. Both parties agreed that the landlord will pay to the tenants, \$200.00 of the original \$400.00 security deposit on June 10, 2016 in cash.

Pursuant to this agreement the tenant will be given monetary order to reflect condition #2 of this agreement. Should it be necessary, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

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 28, 2016

Residential Tenancy Branch