



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for the cost of repairs, cleaning, and 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.

Issues to be Decided

Is the landlord entitled to retain the security in satisfaction of her claim for the cost of repairs, cleaning, painting and the filing fee?

Background and Evidence

Both parties agreed that the tenancy started on September 15, 2013 and ended on December 08, 2015. The monthly rent was \$4,500.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$2,250.00.

On December 08, 2015, the parties conducted a move out inspection. A report was generated on December 09, 2015 in the form of an email which was sent to the tenant on December 27, 2015. On December 24, 2015, the tenant provided the landlord with a forwarding address. The landlord made this application in a timely manner.

The damages claimed by the landlord 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 landlord agreed to retain \$500.00 from the security deposit in full and final settlement of all claims against the tenant. The landlord also agreed to return \$1,750.00.00 to the tenant on or before August 15, 2016.
2. The tenant agreed to allow the landlord to retain \$500.00 from the security deposit and to accept the return of \$1,750.00 in full and final settlement of all claims against the landlord.
3. A monetary order in the amount of \$1,750.00 will be issued in favour of the tenant.
4. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I order the landlord to retain the \$500.00 from the deposit and return \$1,750.00 to the tenant by August 15, 2016. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$1,750.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of \$1,750.00.

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: July 26, 2016

Residential Tenancy Branch

