



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MND, MNR, MNDC, FF

Introduction:

The landlord made a monetary claim for loss of rent and cleaning expenses. Both parties were represented at the conference call hearing.

Facts:

A tenancy began on June 1, 2012 with rent in the amount of \$ 520.00 due in advance on the first day of each month. The tenant paid a security deposit totalling \$250.00 on June 2, 2012. The tenant moved out in August of 2016 and the landlord claimed that he incurred cleaning expenses and loss of rent for August.

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Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the tenant's security deposit amounting to \$ 250.00,
- b. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the security deposit amounting to \$ 250.00. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the landlord.

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: November 21, 2016

Residential Tenancy Branch