



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, 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 unpaid rent, for the cost of cleaning and for the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of the claim. The tenant applied for the return of double the security and pet deposits, for compensation and for the filing fee.

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 a monetary order for unpaid rent, cleaning costs and the filing fee? Is the tenant entitled to the return of double the security deposit, compensation and the filing fee?

### **Background and Evidence**

The tenancy started on May 01, 2016. The monthly rent was \$950.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$475.00 and a pet deposit of \$250.00. Both parties agreed that the tenant provided notice to end the tenancy in writing on August 18, 2016 and moved out on September 01, 2016. The landlord agreed that the tenant provided a forwarding address on September 01, 2016.

Both parties' claims 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 of \$475.00 plus the pet deposit of \$250.00 (totalling \$725.00) in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security and pet deposits in the total amount of \$725.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, each party must bear the cost of filing their own application.

### **Conclusion**

Pursuant to the above agreement, the landlord may retain the entire security and pet deposits in the total amount of \$725.00.

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: March 31, 2017

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Residential Tenancy Branch