



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SHERLOCK ENTERPRISES CO LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *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 cleaning, painting, repairs and for the filing fee. The tenant applied for a monetary order for the return of double the security deposit, return of key deposits, return of late fees and for the recovery of 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 the cost of cleaning, painting, repairs and for the filing fee? Is the tenant entitled to a monetary order for the return of double the security deposit, return of key deposits, return of late fees and for the recovery of the filing fee?

Background and Evidence

The tenancy started on July 01, 2015 and ended on July 02, 2017. The monthly rent was \$1,125.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$562.50.

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 \$562.50 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the deposit of \$562.50 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of the 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, I order the landlord to retain the deposit of \$562.50 in full and final settlement of all claims against the tenant.

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: September 08, 2017

Residential Tenancy Branch