



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **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 to recover the cost of repairs, for the filing fee and to retain the security deposit in satisfaction of her claim. The tenant applied for the return of double the deposit and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves. As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidence in accordance with sections 88 and 89 of the *Act*.

The landlord made this application on July 10, 2018 and the tenant made her application on July 25, 2018. The landlord's hearing was scheduled for this date and the tenant's hearing was scheduled to be heard on November 27, 2018. Since both applications are related to the return of the security deposit for the same rental unit, I heard both applications during today's hearing.

### **Issues to be decided**

Is the landlord entitled to a monetary order? Is the tenant entitled to the return of double the security deposit?

### **Background and Evidence**

The tenancy started in July 2017 and ended on June 30, 2018. The monthly rent was \$1,795.00. Prior to moving in, the tenant paid a security deposit of \$897.50 and a pet deposit of \$897.50. The parties agreed that the pet deposit had already been returned to the tenant, prior to the hearing.

The landlord made application on July 10, 2018, which is 10 days after the tenancy ended. I explained to the tenant that since the landlord had made her application to retain a portion of the deposit within the 15 days legislated time frame, the tenant was not entitled to the return of double the deposit.

The landlord testified that at the end of tenancy, there were oil stains in the garage and on the driveway. The landlord had to purchase cleaning agents and hire a handy man to remove the stains. The landlord also hired a plumber and is claiming the cost of doing so. The landlord decided to retain \$561.72 from the deposit, towards the costs she incurred. The parties agreed that the landlord had returned to the tenant \$335.78 and is now holding a balance of \$561.72.

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 \$225.00 from the security deposit in full and final settlement of all claims against the tenant. The landlord agreed to return the balance of \$336.72 to the tenant.
2. The tenant agreed to allow the landlord to retain \$225.00 from the security deposit and agreed to accept \$336.72 from the landlord in full and final settlement of all claims against the landlord. A monetary order for this amount will be granted to the tenant.
3. The parties agreed that all matters with regard to this rental unit have been resolved and that the hearing that is scheduled for November 27, 2018 is now cancelled.
4. The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$336.72. 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 **\$336.72**.

The hearing scheduled for November 27, 2018 is hereby cancelled.

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: October 25, 2018

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Residential Tenancy Branch