



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAPLELAND CONSTRUCTION and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes** MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for the cost of cleaning, to recover loss of income and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

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. The tenant represented himself. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that he did not file any of his own. I find that the tenant was served with evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the landlord entitled to retain the security deposit in satisfaction of his claim for the cost of cleaning, loss of income and the filing fee?

### **Background and Evidence**

Both parties agreed that they renewed the tenancy agreement on July 01, 2018 for a fixed term of one year. The monthly rent was \$1,200.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$600.00.

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 the security deposit of \$600.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain the security deposit of \$600.00 in full and final settlement of all claims against the landlord.
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 this 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.

### **Conclusion**

The landlord may retain the security deposit.

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: February 19, 2019

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Residential Tenancy Branch