



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 and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim. The tenant applied for the return of the security deposit.

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 agreed that they had not served their evidence to the other party and therefore filed evidence was not used in the making of this decision.

Issues to be decided

Is the landlord entitled to a monetary order for the cost of repairs and the filing fee? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The tenancy started on June 02, 2017 and ended on July 31, 2019. Prior to moving in, the tenant paid a security deposit of \$800.00. The monetary claims of both parties were discussed at length. During the discussion 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 \$200.00 from the security in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain \$200.00 from the security deposit in full and final settlement of all claims against the landlord.
3. The 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, I decline the landlord's request to recover the filing fee paid for this application. As per the agreement, the landlord may retain \$200.00 from the security deposit. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for the balance of \$600.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above, 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 agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

I grant the tenant a monetary order in the amount of \$600.00.

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: December 16, 2019

Residential Tenancy Branch