



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNDC, MNSD, RPP, FF.*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to sections 67, 38, 65 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order for the cost of cleaning, unpaid utilities and for the recovery of the filing fee. The tenant applied for the return of the security deposit, return of his personal property, cost of cleaning and for 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. The parties represented themselves.

As both parties were in attendance, I confirmed service of documents. The parties testified that they had not served each other with their evidence. Both parties filed a considerable amount of evidence to their electronic files but since this evidence was not served appropriately to the other party, I was unable to use any documentary evidence in the making of this decision.

The outcome of this hearing rested solely on the verbal testimony of both parties and on a balance of probabilities.

### **Issues to be decided**

Is the landlord entitled to a monetary order for the cost of cleaning, unpaid utilities and for the recovery of the filing fee?

Is the tenant entitled to the return of the security deposit, to the return of his personal items and to the cost of cleaning?

## **Background and Evidence**

The background facts are generally undisputed. The tenancy started on September 01, 2018 and prior to moving in the tenant paid a security deposit of \$800.00 which the landlord is holding. The tenant moved out on June 13, 2020. The monthly rent was \$1,600.00 and did not include utilities. The tenant agreed that he owed utilities for the months of May and June 2020.

The 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 retain \$200.00 from the deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$200.00 from the security deposit as full and final settlement of all claims against the tenant.
3. The landlord agreed to return the balance of the security deposit in the amount of \$600.00 to the tenant by November 15, 2020. A monetary order in this amount will be issued in favour of the tenant.
4. Both 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.

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

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: October 16, 2020

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Residential Tenancy Branch