



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On June 22, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the unit; to keep a security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent (“the Landlord”) and Tenant attended the teleconference.

At the start of the hearing, I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The Tenant testified that he received the Landlord’s documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Residential Tenancy Branch Rules of Procedure 7.13 allows an Arbitrator to unilaterally determine that another person should be added as a party. I find that Mr. J.A. was a Tenant and he is named in the tenancy agreement and was present at the move out inspection. The Landlord’s application is amended to include Mr. J.A. as a respondent.

The Landlord and Tenant testified that the tenancy began on May 1, 2020, as a one year fixed term agreement that continued thereafter on a month to month basis.

Rent in the amount of \$5,000.00 was to be paid to the Landlord by the first day of each month. The Tenants paid the Landlord a security deposit in the amount of \$2,500.00. The parties testified that the Tenants moved out of the rental unit on May 31, 2022. The Landlord confirmed that the Landlord is still holding the security deposit of \$2,500.00.

The Landlord is seeking to retain compensation of \$1,523.82 from the security deposit for the cost to have the rental unit cleaned.

Settlement Agreement

During the hearing, the Landlord and Tenant agreed to settle this dispute on the following conditions:

1. The Landlord and Tenant agreed that the Landlord may keep \$250.00 from the security deposit which includes \$50.00 for half the cost of the filing fee.
2. The Landlord and Tenant agreed that the Landlord will return the balance of the security deposit to the Tenant.
3. The parties agreed that the Tenant will receive a monetary order for the balance of \$2,259.75 which includes \$9.75 in deposit interest.

The remainder of the Landlord's monetary claim is dismissed without leave to reapply. This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is authorized to retain \$250.00 from the \$2,509.75 security deposit held in trust. The Landlord is ordered to return the balance of the security deposit to the Tenant. The Tenants are granted a monetary order in the amount of \$2,259.75.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: March 14, 2023

Residential Tenancy Branch