



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNSD FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) by the landlord for a monetary order for damage to the unit, site or property, authority to keep all or part of the security deposit, and to recover the filing fee.

The tenants, an advocate for the tenants, and an agent for the landlord appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

Both tenants confirmed that they received the evidence package from the landlord and had the opportunity to review the evidence package prior to the hearing.

### Preliminary Matter

The agent for the landlord (the “agent”) requested to reduce their monetary claim from \$847.00 to \$252.00. The agent confirmed that carpet replacement was not ultimately required after the carpet was cleaned twice. In addition, the general suite cleaning ultimately was lower than originally quoted in the claim. The amended monetary claim of \$252.00 consists of \$130.00 for suite cleaning, \$112.00 for carpet cleaning, and \$10.00 for the cost to replace a missing key.

### Settlement Agreement and Analysis

Section 63 of the *Act*, states:

#### **Opportunity to settle dispute**

**63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual agreement between the parties was reached. The mutual agreement consists of the following:

1. The agent agrees to waive the \$10.00 key replacement fee as the locks were subsequently changed to the rental unit.
2. The parties agree that the landlord may retain **\$267.00** of the original \$350.00 security deposit held by the landlord. The \$267.00 amount consists \$130.00 for suite cleaning, \$112.00 for carpet cleaning and \$25.00 for half of the \$50.00 filing fee.
3. The landlord will return the balance of the security deposit to the tenants in the amount of **\$83.00** within 15 days of receiving this Decision.
4. The tenants will be granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$83.00** which the tenants can enforce in the Provincial Court, should the landlord fail to return the balance of the security deposit.

### Conclusion

Pursuant to section 63 of the *Act*, the parties agree that the landlord may retain \$267.00 of the tenants' security deposit and will return the balance owing of \$83.00 to the tenants within 15 days of receiving this Decision.

I grant the tenants a monetary order in the amount of \$83.00.

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: September 26, 2012

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Residential Tenancy Branch