



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

*MND, MNSD, MNDC, FF*

### **Introduction**

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

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issues to be Decided**

Is the landlord entitled to retain a portion of the security deposit in satisfaction of his claim for the cost of repairs and the filing fee?

### **Background and Evidence**

Both parties agreed that the tenancy started on January 2015 and ended in June 2017. The monthly rent was \$933.30.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$450.00.

The tenant provided the landlord with a forwarding address at the end of tenancy. The landlord made this application in a timely manner.

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 \$200.00 from the security deposit in full and final settlement of all claims against the tenant. The landlord also agreed to return \$250.00 to the tenant.
2. The tenant agreed to allow the landlord to retain \$200.00 from the security deposit and accept the return of \$250.00 in full and final settlement of all claims against the landlord.
3. A monetary order in the amount of \$250.00 will be issued in favour of the tenant.
4. 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.

Pursuant to the above agreement, I order the landlord to retain \$200.00 from the security deposit and return \$250.00 to the tenant. I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

## **Conclusion**

I grant the tenant a monetary order in the amount of **\$250.00**.

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: January 05, 2018

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Residential Tenancy Branch