



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with the tenant's application for a Monetary Order for damage or loss under the Act, regulations or tenancy agreement and return of double the security deposit. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

### Issue(s) to be Decided

1. Is the tenant entitled to compensation for loss of use of laundry facilities?
2. Is the tenant entitled to return of double the security deposit?
3. Can the parties reach a mutual agreement to resolve their dispute?

### Background and Evidence

The parties entered into a one year fixed term tenancy that commenced July 1, 2009 and expired on June 30, 2010. The parties entered into a second fixed term tenancy agreement for a term to expire June 30, 2011. The monthly rent was \$2,250.00 and the tenant paid a security deposit of \$1,125.00. The parties had agreed during the tenancy that the tenant would be compensated \$275.00 for loss of laundry facilities.

The tenant returned vacant possession to the rental unit to the landlord on September 30, 2010. The tenant provided a forwarding address to the landlord at the time of the move-out inspection and signed the inspection report in all applicable spaces including space authorizing the landlord to withhold certain amounts, including unpaid rent of \$2,250.00, from the security deposit.

The tenancy agreement provides for a liquidated damages clause of \$775.00. The rental unit was vacant unit February 2011 but the landlord has not made an application against the tenant for any losses in excess of the security deposit and compensation of \$275.00 owed to the tenant for loss of laundry facilities.

After each party had an opportunity to be heard the parties reached a mutual agreement during the hearing. The parties mutually agreed that in exchange for the tenant's agreement to withdraw this claim the landlord will not make any future applications against the tenant for any damages or loss with respect to this tenancy agreement.

### Analysis

I accept the mutual agreement reached between the parties during the hearing and make it on Order to be binding upon both parties. Accordingly, I do not award the tenant any monies with this decision and both parties are precluded from making any future application against the other party in full satisfaction of this settlement agreement.

### Conclusion

This dispute has been resolved by mutual agreement.

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: February 16, 2011.

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Residential Tenancy Branch