



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent, a monetary Order for damage to the rental unit, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

Both parties were represented at the hearing. The Landlord was represented by an agent. The Tenant, who is deceased, was represented by his father, who has power of attorney. Both parties were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for unpaid rent, for parking expenses, and for the cost of cleaning the rental unit; to keep all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of the Application for Dispute Resolution, pursuant to sections 38, 67, and 72 of the *Residential Tenancy Act (Act)*.

Background and Evidence

The Agent for the Landlord and the Power of Attorney for the Tenant agree that this tenancy began on June 01, 2008; that the Tenant was required to pay monthly rent of \$1,110.00 plus \$45.00 for parking; that the Tenant paid a security deposit of \$550.00 on May 27, 2009; that the Tenant paid \$1,110.00 as "the last month's rent" as an additional deposit on May 27, 2009; that the Tenant passed away on March 01, 2009; that the keys to the rental unit were returned on March 12, 2009; that the Tenant did not pay rent for March of 2009; and that the rental unit was not cleaned at the end of the tenancy.



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The Agent for the Landlord and the Power of Attorney for the Tenant agreed that all issues relating to this tenancy will be resolved when the Landlord pays the Power of Attorney for the Tenant \$220.00.

In reaching this agreement, the Agent for the Landlord agreed that the Landlord will not be seeking any other compensation in relation to this tenancy, including unpaid rent, unpaid utilities, or damages to the rental unit.

In reaching this agreement, the Power of Attorney for the Tenant agreed that the Landlord can keep all of the deposits paid to the Landlord, including the security deposit and the deposit referred to as the "last month's rent".

The Agent for the Landlord and the Power of Attorney for the Tenant agree that neither party will file an Application for Dispute Resolution for any other matters relating to this tenancy.

Conclusion

Based on the mutual agreement reached by the parties, I hereby grant the Power of Attorney for the Tenant a monetary Order in the amount of \$220.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

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: May 13, 2009.

Dispute Resolution Officer