



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 338249 BC LTD dbHOMELIFE PENINSULA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC FF

Introduction

This hearing convened for 74 minutes on July 16, 2014 by teleconference, on August 11, 2014 for sixty minutes by written submission and for this session on October 2, 2014 for 84 minutes. This decision should be read in conjunction with my interim Decisions of July 16, 2014 and August 11, 2014.

The October 2, 2014 session was conducted via teleconference and was attended by T.V., Agent for the Landlord; J.E.M., the executrix (former power of attorney) of the deceased Landlord's estate; J.E.M.'s legal counsel and the Tenant.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

During the July 16, 2014 convening of this hearing, T.V., Agent for the Landlord, testified that she was not disputing the Tenant's claim for monetary compensation.

During the October 2, 2014 hearing J.E.M. testified that she had originally acted as power of attorney for her mother, E.M., the owner of the rental property. J.E.M. submitted that after E.M. passed away on January 10, 2014, J.E.M. became co-executrix of E.M.'s estate with her sister.

During the course of this proceeding J.E.M. and the Tenant entered into a settlement agreement.

The Landlord's Agent T.V. did not engage in negotiations and was not party to the settlement agreement.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the October 3, 2014 hearing J.E.M. and the Tenant, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) J.E.M. agreed to pay the Tenant \$8,000.00 in the form of a cheque which is to be mailed registered mail to the Tenant, at the address provided during this hearing, no later than October 7, 2014 at 4:00 p.m.;
- 3) The Tenant agrees to attend J.E.M.'s legal counsel's office on or before October 31, 2014 to sign a mutual release in support of this settlement agreement and to pick up \$2,000.00 as full and final payment of this settlement agreement;
- 4) The parties agreed that the Property Management Company would not be listed on the style of cause on the monetary claim as the Agent was not party to this settlement agreement; and
- 5) The Tenant and J.E.M. agreed that this settlement agreement constituted a final and binding resolution of all residential tenancy issues currently in dispute between the Tenant, the estate of E.M., and J.E.M., arising out of this tenancy

Conclusion

The J.E.M. and the Tenant agreed to settle these matters, pursuant to section 63 of the Act. A Monetary Order has been issued to the Tenant in the amount of \$10,000.00. The Monetary Order may be served upon J.E.M. in the event she does not comply with the settlement agreement as listed above.

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: October 02, 2014

Residential Tenancy Branch

