



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on January 12, 201, wherein the Landlord sought monetary compensation from the Tenant, authority to retain his security deposit, and recovery of the filing fee.

The hearing of the Landlord's Application was scheduled for 1:30 p.m. on this date.

Both parties called into the hearing. The Landlord was represented by two Licensed Rental Managers, K.O. and P.L. One of the co-executors, S.W., called in on behalf of the Tenant. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Preliminary Matter

The parties confirmed that the Tenant passed away December 15, 2020.

Hearings before the Residential Tenancy Branch are conducted in accordance with the *Residential Tenancy Branch Rules of Procedure*. Rule 4.2 of the *Rules* allows me to amend an Application for Dispute Resolution in circumstances where the amendment might reasonably have been anticipated. The authority to amend is also provided for in section 64(3)(c) of the *Act* which allows an Arbitrator to amend an Application for Dispute Resolution.

As such, and pursuant to section 64(3)(c) of the *Residential Tenancy Act* and Rule 4.2 of the *Residential Tenancy Branch Rules of Procedure* I amend the Landlord's Application for Dispute Resolution to name the Tenant's estate.

Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The parties confirmed that this agreement was made on a voluntary basis and that they understood the nature of this agreement as a full and final settlement of this matter. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

1. The parties agree that when the Tenant passed away on December 15, 2020, the Building Manager assured the Tenant's daughters that they would receive the Tenant's security deposit if they could have the rental unit clean and ready by December 31, 2020. The Tenant's daughters complied with this request.
2. Pursuant to the assurances made by the Building Manager, the parties agree that the Landlord shall return the Tenant's security deposit and shall ensure the cheque is payable to the Tenant's daughters, S.W. and J.W. I have included their full names on the cover page of this my Decision. In furtherance of this, the Tenant's daughters are entitled to a Monetary Order in the amount of **\$650.00**. Should the Landlord not pay as agreed the Tenants may serve the Order on the Landlord and may be filed and enforced in the B.C. Provincial Court (Small Claims Division).
3. The above is a full and final settlement of all other claims arising from this tenancy.

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 17, 2021

Residential Tenancy Branch