



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNETC, FFT

Introduction

This hearing convened as a result of a Tenant's Application for Dispute Resolution wherein the Tenant sought monetary compensation in the amount of \$5,534.00 from the Landlords.

The hearing of the Tenant's Application was scheduled for 1:30 p.m. on September 2, 2021. Both parties called into the hearing. The Landlords were represented by the property manager, M.M. 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

At the outset of the hearing M.M. confirmed that he was the owner of the property management company named on the tenancy agreement. He also confirmed that the person named on the tenancy agreement, J.N., passed away and that A.N. the Landlord named on the Tenant's Application was J.N.'s spouse and executrix of his estate.

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.

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 Tenant's Application to correctly name the Landlords.

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. By no later than 4:00 p.m. on September 3, 2021, the Landlords shall pay the sum of \$2,767.00 to the Tenants; these payments shall be made by electronic transfer as follows:
 - a. \$2,000.00 by no later than 4:00 p.m. on September 2, 2021; and,
 - b. \$767.00 by no later than 4:00 p.m. on September 3, 2021.
2. In furtherance of the above, I grant the Tenant a Monetary Order in the amount of \$2,767.00. Should the Landlords not make the above payments,
 - a. the Monetary Order must be served on the Landlords and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court; and,
 - b. the Tenant shall be at liberty to reapply for the balance of the \$5,534.00 claimed in his Application filed April 2, 2021, including claiming double the security deposit paid.

3. Should the Landlords pay the settlement funds as agreed, and as set out above, this shall represent a full and final satisfaction of all claims arising out of the 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: September 02, 2021

Residential Tenancy Branch