



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT

### Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution ("Application") under the *Residential Tenancy Act* ("Act"), for a monetary order of \$11,000.00 for damage or compensation under the Act.

The hearing was convened over two dates, as in the first hearing, the Applicant/Tenant said that the Respondent/Landlord had died in February 2022. The Tenant had not been able to ascertain the correct name of the Landlord's Executor yet, but she said she could determine the identify and serve the Executor, if the hearing adjourned. I agreed and the hearing was adjourned without having reviewed any evidence.

In the reconvened hearing, the Tenant, her spouse, J.M., and an executor for the Landlord, N.S. ("Executor") appeared at the teleconference hearing and gave affirmed testimony. I explained the hearing process to the Parties and gave them an opportunity to ask questions about it.

During the hearing the Tenant and the Executor were given the opportunity to provide their evidence orally and to respond to the testimony of the other Party. I reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch ("RTB") Rules of Procedure ("Rules"); however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Neither Party raised any concerns regarding the service of the Application for Dispute Resolution or the documentary evidence. The Executor said he had received the Application and the documentary evidence from the Tenant and had reviewed it prior to the hearing. The Executor confirmed that he had not submitted any documentary evidence to the RTB or to the Landlord.

### Preliminary and Procedural Matters

The Tenant provided her email address in the Application and confirmed it the hearing.

The Executor provided his email address in the hearing. The Parties also confirmed their understanding that the Decision would be emailed to both Parties and any Orders sent to the appropriate Party.

**Settlement Agreement**

During the hearing, the Parties agreed to settle these matters on the following conditions:

1. The Tenant withdraws her Application in full as part of this mutually settled Agreement.
2. The Parties agree that the Executor will pay the Tenant \$7,500.00 on behalf of the Landlord's Estate in complete and final settlement of these matters.
3. The Parties agreed that the Executor has until Friday October 7, 2022, to get a \$7,500.00 money draft to the Tenant, although the Parties are trying to arrange this payment earlier.
4. The Parties agree that they entered into this Agreement completely voluntarily free of coercion or duress.
5. Parties agree that this tenancy will end on the terms set out in this Settlement Agreement **on the condition** that the Landlord adheres to the payment schedule as stipulated above. The Tenant is granted a **Monetary Order of \$7,500.00**, which is to be enforced only if the Executor does not adhere to the payment schedule stipulated above.
6. If the Executor complies with the above payment schedule, this Order will become void and unenforceable.

This Settlement Agreement was reached in accordance with section 63 of the Act. The Parties confirmed at the end of the hearing that this Agreement was made on a voluntary basis and that the Parties understood the binding nature of this full and final Settlement of these matters.

These particulars comprise the full and final Settlement of all aspects of this dispute for both Parties. Both Parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both Parties affirmed that they understood and agreed that the above terms are legal, final, binding, and enforceable, which settle all aspects of this dispute.

Conclusion

This matter was resolved by way of a mutually settled agreement. In recognition of this Settlement Agreement and based on the above, I hereby Order - with the agreement of the Parties - that the Tenant's Application is dismissed without leave to reapply.

In order to ensure the performance of this Agreement, the Tenant is granted a **Monetary Order** of **\$7,500.00** from the Landlord to be enforced only if the Settlement Agreement is not fully executed. This Order must be served on the Landlord by the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an Order of that Court.

Once the Executor has paid the Tenant the agreed upon funds, this Order will become void and unenforceable.

I Order the Parties to comply with their Settlement Agreement described above.

This Decision is final and binding on the parties, unless otherwise provided under the Act, and 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 05, 2022

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Residential Tenancy Branch