

Noteworthy Decision Summary

Decision: WCAT-2010-03026 **Panel:** H. McDonald **Decision Date:** November 15, 2010

Section 17(3)(i) of the Workers Compensation Act – Meaning of “reasonable expectation of pecuniary benefit” – Claim by a non-dependent survivor for benefits – Policy item #C8-56.70 of the Rehabilitation Services and Claims Manual, Volume II

This decision is noteworthy for its analysis of the phrase “reasonable expectation of pecuniary benefit” in section 17(3)(i) of the *Workers Compensation Act* (Act).

The appellant is the mother of a worker who died in a 2009 workplace accident. The appellant's claim arose under section 17(3)(i) of the Act as a claim by a non-dependent survivor for compensation based on the appellant's submission that, as the mother of the deceased worker, she had a reasonable expectation of pecuniary benefit from the continued life of the worker. The Workers' Compensation Board, operating as WorkSafeBC (Board), concluded that the appellant did not have a reasonable expectation of pecuniary benefit from the continued life of the worker within the meaning of section 17(3)(i) of the Act. Accordingly, the Board denied the appellant survivor's benefits. The appellant appealed the Board's decision to WCAT.

The WCAT panel reviewed policy item #C8-56.70 of the *Rehabilitation Services and Claims Manual, Volume II, “Compensation on the Death of a Worker - Calculation of Compensation, Persons with a Reasonable Expectation of Pecuniary Benefit”*, and in particular the requirement in that policy for objective evidence that the worker would have provided monetary benefit to a survivor, as well as the discussion of the duration of benefits. The panel also reviewed the reasoning in several Review Division decisions that have dealt with section 17(3)(i) of the Act.

The panel, having considered the Act, policy and previous decisions, allowed the appeal, finding that that the appellant did have a reasonable expectation of pecuniary benefit from the continuation of the life of the worker. The worker was living at a residence owned by the appellant under a verbal rental agreement whereby the worker was obligated to pay the appellant \$800.00 a month. The panel concluded that the rent was a financial obligation owed by the worker to the appellant, and it was reasonable for the appellant to expect that in the short term, until the worker moved elsewhere and gave the appellant reasonable notice of departure, the monthly rent would continue to be paid by the worker. Therefore, under section 17(3)(i) of the Act, the panel found that it was appropriate to find an entitlement to three months' rent as the appellant's reasonable expectation of pecuniary benefit from the continuation of the worker's life. The appellant also had a reasonable expectation that a loan for \$6,000.00 would be repaid as promised by the worker in front of a witness.

No award was made to reflect the occasional gifts the worker had given the appellant in the past as these were not pecuniary benefits that one family member reasonably “expected” of the other. Nor was an award made with respect to the appellant's expectation that the worker would assist her financially in her old age as this was too remote.

WCAT Decision Number : WCAT-2010-03026
WCAT Decision Date: November 15, 2010
Panel: Heather McDonald, Vice Chair

This decision was the subject of a reconsideration. See A1900097, dated August 28, 2019.

Reconsideration application allowed. See WCAT Decision A2001125, dated November 3, 2021.

Introduction

- [1] The appellant is the mother of a worker who died in a 2009 workplace accident. A previous decision of the Workers' Compensation Appeal Tribunal (WCAT), *WCAT-2010-01230* (April 30, 2010) dealt with the issue of whether the appellant had standing to challenge a Workers' Compensation Board (Board)¹ decision to award a spousal survivor's pension to "C", a person that the Board found to be the common-law spouse of the deceased worker, the appellant's daughter. WCAT decided that the appellant did not have standing to challenge the Board's decision to award survivor's benefits to C because the decision did not affect the appellant financially or legally. The Board's decision to award survivor's benefits to C did not affect the appellant's right to pursue her own claim for survivor's benefits, nor did it affect her claim to status as next-of-kin or legal representative of the worker's estate. WCAT concluded that the appellant was not "directly affected" by the Board decision to award survivor's benefits to C and therefore she did not have standing to challenge that decision.
- [2] This appeal deals with the appellant's challenge to the Board's decision to deny her survivor's benefits under section 17(3)(i) of the *Workers Compensation Act* (Act). That provision applies to a situation in which a spouse, a child/children, or a parent(s) of a deceased worker was not dependent, wholly or partly, on the worker's earnings at the time of the worker's death. Thus, those persons will not be entitled to compensation as a "dependent" survivor under section 17 of the Act. Nevertheless, if such persons had a "reasonable expectation of pecuniary benefit" from the continuation of the worker's life, section 17(3)(i) provides that if no compensation is payable to anyone else under section 17(3), or if compensation under section 17(3) is payable only to a spouse, child/children or a parent(s), the Board must make to the non-dependent survivor payments at the Board's discretion not to exceed a \$550.72 per month or a lesser period to be determined by the Board.
- [3] In this case the Board found that the worker left a surviving common-law spouse, a surviving mother (the appellant) but no children. The Board paid survivor's benefits to the common-law spouse. The Board found that the appellant was not dependent, wholly or partially, on the worker's earnings at the time of the worker's death. Thus the

¹ Operating as WorkSafeBC

appellant's claim arose under section 17(3)(i) of the Act as a claim by a non-dependent survivor for compensation based on the appellant's submission that as the mother of the deceased worker, she had a reasonable expectation of pecuniary benefit from the continued life of the worker.

- [4] In a decision dated February 5, 2010, the Board concluded that the appellant did not have a reasonable expectation of pecuniary benefit from the continued life of the worker within the meaning of section 17(3)(i) of the Act. Accordingly, the Board denied the appellant survivor's benefits.
- [5] In a decision dated April 16, 2010 the Board's Review Division confirmed the Board's February 5, 2010 decision.
- [6] On appeal to WCAT the appellant submits that in its April 16, 210 decision the Board erred in denying her survivor's benefits under section 17(3)(i) of the Act. She requests WCAT to vary the Board's decision to provide her with survivor's benefits.

Issue(s)

- [7] Within the meaning of section 17(3)(i) of the Act, did the appellant have a reasonable expectation of pecuniary benefit from the continued life of the worker? If so, to what amount of benefits is she entitled?

Jurisdiction and Procedural Matters

- [8] WCAT has jurisdiction to consider this appeal under section 239(1) of the Act as an appeal from a final decision of a review officer under section 96.2 of the Act.
- [9] The appellant represented herself in this appeal. WCAT invited the worker's employer to participate but it did not do so.
- [10] The appellant did not request an oral hearing but provided a written submission with her notice of appeal. She has previously provided extensive evidence and a written submission to the Board in the earlier proceedings; all that material was available to me. I considered the criteria in Rule #7.5 of WCAT's *Manual of Rules of Practice and Procedure* regarding when WCAT may decide to convene an oral hearing. In this case credibility is not an issue and no one has challenged the documentary evidence provided by the appellant. The appeal issue involves a matter of legal interpretation of the phrase "reasonable expectation of pecuniary benefit" in the Act and Board policy, and the application of that phrase to assess the evidence provided by the appellant. The appellant is an articulate person with a good command of the English language; therefore there were thorough and well-reasoned submissions in the Board file. Accordingly, I decided an oral hearing was not necessary in this case.

- [11] Under section 250(1) of the Act, WCAT may consider all questions of fact and law arising in an appeal but is not bound by legal precedent. Pursuant to section 250(2), WCAT must make its decision based on the merits and justice of the case, but in doing so WCAT must apply a policy of the board of directors of the Board that is applicable in that case. There has been no challenge to the legality of relevant Board policy in this case and as I have not ascertained any illegality, I will apply that policy.
- [12] The relevant Board policy is found in policy item #C8-56.70 of *Volume II* of the *Rehabilitation Services and Claims Manual* (RSCM II). That policy is entitled "Compensation on the Death of a Worker - Calculation of Compensation, Persons with a Reasonable Expectation of Pecuniary Benefit."
- [13] This case does not involve compensation of a worker. Therefore the standard of proof is the balance of probabilities.

Relevant Law and Policy

- [14] As earlier indicated, the relevant statutory provision is section 17(3)(i) of the Act. It states:

(3) Where compensation is payable as the result of the death of a worker or of injury resulting in such death, compensation must be paid to the dependants of the deceased worker as follows:

...

(i) where

(i) no compensation is payable under the foregoing provisions of this subsection; or

(ii) the compensation is payable only to a spouse, a child or children or a parent or parents,

but the worker leaves a spouse, child or parent who, though not dependent on the worker's earnings at the time of the worker's death, had a reasonable expectation of pecuniary benefit from the continuation of the life of the worker, payments, at the discretion of the Board, to that spouse, child or children, parent or parents, but not to more than one of those categories, not exceeding \$550.72 per month for life or a lesser period determined by the Board; ...

- [15] RSCM II policy item #C8-56.70 states in part as follows:

A reasonable expectation of pecuniary benefit requires more than an assumption that the person would have received a financial benefit from

the worker if the worker had not died. There must be objective evidence that the worker would have provided an actual monetary benefit to the spouse, child or parent if he or she had not died.

Compensation may be payable to persons with a reasonable expectation of pecuniary benefit in only one of the following categories:

- (a) spouse of the deceased worker;
- (b) child or children of the deceased worker; or
- (c) parent or parents of the deceased worker.

An application for compensation from a spouse, child or parent, on the grounds that he or she is a dependant of the deceased worker will automatically be considered under this Item if it is concluded that the person was not wholly or partly dependent upon the worker's earnings at the time of the worker's death...

4. Duration of Benefits

Compensation under this Item may be for life or for a lesser period as determined by the Board. For instance, before death the worker may have given a promissory note to a parent, undertaking to repay a loan with interest. In such a situation, the Board would not provide benefits for life because the parent's expectation of pecuniary benefit was not a lifelong expectation.

- [16] There are relatively few published Board or WCAT decisions which have dealt with section 17(3)(i) of the Act. However, the reasoning in some of those decisions is helpful as guidance when interpreting the phrase "reasonable expectation of pecuniary benefit." In *Review Division Decision #22576* (April 11, 2005), the Review Division considered the situation of two applicants who were the biological children of the deceased worker. The worker and the mother of the two children had separated five years before the worker's death. The worker was a very low wage earner and never paid any regular financial support for the children. The worker did not make any support payments for the children nor did he make payments towards a mortgage on the home in which the children were living. The worker did not provide regular funds for utilities or groceries or give the children a monthly allowance. Despite the worker's very low income, however, he did on occasion buy the children gifts and clothing. Once he purchased two used computers for them. He also gave them moose meat when it was available. The children's mother advised the Board that she knew the worker would have financially assisted with the education of the eldest child who was contemplating a post-secondary education at the time of the worker's death. The Review Division confirmed the Board's decision that the children were not wholly or partly dependant on the worker at the time of his death. The Review Division also agreed with the Board that the evidence

indicated the worker had not set aside any money for the future education of his children. Although the worker had very limited financial resources the Review Division agreed with the Board it was reasonable to find, based on the evidence of the mother and the children, that the children had a reasonable expectation of a pecuniary benefit from the continued life of the worker. The Review Division agreed that the worker would have made some financial contribution to the children's education. The Board had awarded each child \$10,000.00 under section 17(3)(i) of the Act. The Review Division found that the evidence did not support any larger award under section 17(3)(i).

- [17] In *Review Division Reference #R0093358* (January 30, 2009) the review officer observed that in that case, the amount of a pecuniary benefit would be based on the money the worker was giving to his parents at the time of his death, and the repayment of any loans to the parents. Although bank transaction records were not perfect in that case, they were sufficient for the Board to find that the parents of the deceased worker had a reasonable expectation of a pecuniary benefit from the worker equal to, on average, \$300.00 per month. The review officer remitted back to the Board, to obtain further evidence, the issue of whether the worker had created an expected pecuniary benefit to his parents in the form of ongoing housing for them.
- [18] In *Review Reference #R0076846* (August 22, 2007) the applicant for benefits was the spouse of the deceased worker; they were separated at the time of his death. At the time of the worker's death the spouse had commenced a legal action in Supreme Court against the worker for, among other things, spousal support. The evidence in the form of a Board legal opinion was that it is probable the Court would have awarded the applicant a time-limited award of spousal support had the worker survived until trial. The Board legal opinion indicated it was likely the term of support would have extended from May 2001 until June 2005, providing approximately four years of support post-separation. Accordingly, the Review Division was satisfied that the applicant had a reasonable expectation of pecuniary benefit as she would have probably been awarded spousal support from the worker. The matter was remitted to the Board to calculate the specific amount to be awarded the applicant in light of the maximum amount as specified in section 17(3)(i) of the Act.
- [19] In *Review Reference #R0113888* (June 24, 2010) the Review Division confirmed a Board decision to deny benefits under section 17(3)(i) of the Act to the wife and adult children of a deceased worker. The worker died in 1999. The worker and his spouse had separated in 1972. The worker had provided only one support payment of \$60.00 in 1973 and there was no contact thereafter between the worker and the family. The spouse and the children were not financially dependent on the worker after the separation in 1972. The children became adults in, respectively, 1977 and 1980. Apart from the \$60.00 payment in 1973 the worker had provided absolutely nothing to the spouse or his children for more than 26 years. The Review Division confirmed the Board's decision that the spouse and the children had no expectation, much less a

reasonable expectation, of a pecuniary benefit from the worker as the evidence was overwhelming that things would not have changed if the worker had lived.

Evidence, Reasons and Findings

- [20] The decisions of the Board case manager and the review officer set out the evidence in detail. As the appellant is familiar with her own case, I need not repeat all that detail in this decision; instead I will refer to the relevant evidence that is critical to the appeal issue.
- [21] The worker was a young woman when she died, 26 years of age. She was living at a residence owned by her mother, the appellant, under a verbal rental agreement whereby the worker was obligated to pay the appellant \$800.00 a month. The evidence is that the appellant had purchased the house in 2002 to help her children under the assumption that they would in turn help her in her old age. The appellant was the sole registered owner and holder of the mortgage on the residential property. The appellant lived in the residence. The evidence is clear that the worker lived in one of the suites (a two-bedroom suite) in the house from 2002 until the time of her death seven years later, and that her monthly rent was \$800.00 per month. However the appellant was unable, due to the expense obstacle of bank service charges, to provide clear documentary evidence that the worker made these payments consistently every month until her death. Although the appellant suggested that it would be possible for the Board or WCAT pay the service charges to investigate the bank records by obtaining obtain a consent form from her, I have found it unnecessary to take that step. Like the Board and the review officer, the evidence as a whole satisfies me that there was a rental agreement, albeit not supported by documentation, between the worker and the appellant whereby in exchange for living in the residential suite, the worker was required to pay the appellant the sum of \$800.00 per month.
- [22] The evidence is that at the time of her death the worker was gainfully employed and earning a good income at her job, approximately \$50,000.00 per year. I also accept the unchallenged evidence from both the appellant and the worker's sister "K" that the worker was generous with the appellant. From time to time the worker gave gifts such as purchasing and installing a dishwasher in the appellant's share of the house, buying a garage door opener for the appellant, fixing the appellant's vehicle, and giving her small gifts of cash that were unrelated to fulfilling rent obligations. There is also evidence of other gifts in the nature of more typical mother-daughter interactions such as the worker taking the appellant out for dinner and making her curtains for the house.
- [23] The appellant indicated that under the by-laws of the municipality in which her residence is located, she is entitled to have only one legal suite for rent to non-family members. That suite for non-family members was rentable at \$1,000.00 per month. Living areas in the rest of the home, some of them suites, were available to family members (the appellant's adult children) at varying rents, with the worker obligated to pay \$800.00 per

month for her two-bedroom suite. Although the appellant's position was that non-family members were not legally permitted to reside in the house (apart from the one legal suite), there is evidence that the appellant had in the past hosted non-family boarders for extra income. Further, it is clear from the evidence that the other bedroom in the worker's two-bedroom suite was sub-let to a non-family member.

- [24] The evidence from the appellant is that for at least some time after the worker's death some of her other children contributed more than their agreed share of the rent, to compensate the appellant for the loss of rental income that she had been expecting to receive from the worker.
- [25] There is also evidence on file from both the appellant and K that in the several months preceding her death the worker acknowledged to the appellant, in K's presence, that she owed the appellant money and promised to make good on the debt. According to K and the appellant, the worker had promised to pay a total of \$6,000.00 through to the end of 2009; this was a sum over and above the monies she owed as a monthly rental obligation to the appellant. There is no documentation to support this debt. However, it is clear that the financial relationships between the appellant and her adult children were conducted on a verbal "honour" basis without documentation on either side to confirm obligation, payments and/or release of debt.
- [26] On the file the case manager documented a conversation she had with the appellant on October 2, 2009 in which the appellant stated that the \$800.00 rent from the worker was below market value for the suite, with the appellant indicating that she could expect to receive more than that amount from another renter. The appellant also responded, when asked about the matter, that apart from rent she was not receiving any other financial assistance from the worker at the time of her death, although she expected the worker would be able to financially assist her in her (the appellant's) old age.
- [27] In the Board's February 5, 2010 decision the case manager concluded that the worker was a reliable tenant for the appellant but that the rental agreement was more of a benefit to the worker than to the appellant. This was because the worker was renting the suite at below-market value and so obtaining affordable rent from the appellant. The case manager was unable to find the appellant benefitted financially from the rental agreement. Given the appellant's statement that she was not receiving any financial assistance from the worker apart from the rent, the case manager concluded the appellant did not have a reasonable expectation of pecuniary benefit from the continued life of the worker. Thus, she denied the appellant entitlement to survivor's benefits under section 17(3)(i) of the Act.
- [28] The Review Division confirmed the case manager's decision, emphasizing that RSCM II policy item #C8-56.70 requires objective evidence that the worker would have provided an actual monetary benefit to the parent if the worker had not died. The review officer agreed with the case manager that apart from the tenant/landlord relationship between

the worker and the appellant, there was no objective evidence that the appellant had a reasonable expectation of pecuniary benefit from the continued life of the worker. The review officer acknowledged that the worker, on occasion, may have given the appellant more money than required by the rental obligation but found that this did not satisfy the requirements for benefit entitlement under section 17(3)(i) of the Act.

[29] After considering the law and policy, the evidence, and the appellant's submissions, I have decided to vary the Review Division decision to find that the appellant did have a reasonable expectation of pecuniary benefit from the continuation of the life of the worker. I find, however, that the appellant's reasonable expectation was not a life-long one and that it was less than the maximum specified under section 17(3)(i) of the Act.

[30] RSCM II policy item #C8-56.70 expressly states that a reasonable expectation of pecuniary benefit requires more than an assumption that a person would have received a financial benefit from the worker if the worker had not died. The appellant has indicated that she understood her children would be assisting her financially in her old age, and that she purchased a house and rented living space to them at below-market rates on that understanding. I find, however, that her expectation of financial assistance in her old age from the worker was too remote, subject to the contingencies and vagaries of life, to be the basis of an award for survivor's benefits under section 17(3)(i) of the Act. For example, the appellant related how one of her adult daughters was exempt from that understanding due to the fact that the daughter's infant was born with a serious disability. The daughter chose to live in a different city near to a medical facility with appropriate specialist resources that could treat the infant, and of course the daughter's finances and interests needed to be focused on the special needs of her child. It is understandable that this unforeseen life event would exempt that adult daughter from any reasonable and practical ability to financially assist the appellant in her old age.

[31] The worker was a young woman when she died. Although the appellant assumed that if the worker continued to live she would have been in a position years later to financially help the appellant, I find that this was not a reasonable expectation given the unknowns and uncertainties inherent in any human life. The arrangement between the appellant and several of her adult children was implicit and vague. That type of arrangement, in my view, falls into the RSCM II policy item #C8-56.70 category of an "assumption". Such an assumption does not support a "reasonable expectation of pecuniary benefit" within the meaning of section 17(3)(i) of the Act.

[32] Next, I turn to the rental agreement between the appellant and the worker. I agree with the Board case manager and the review officer that the agreement of below-market value rent to the worker was certainly a financial benefit to the worker. It is true that the appellant had the benefit of a reliable tenant. However, on the balance of probabilities, the evidence satisfies me that eventually the appellant would have been able to rent the two-bedroom suite for a higher rent than paid by the worker. Thus, I agree with the

Board that the rental agreement was more to the financial benefit of the worker than to the appellant. However, the rent was a financial obligation owed by the worker to the appellant, in exchange for living accommodation, and it was reasonable for the appellant to expect that at least in the short term, until the worker moved elsewhere and gave the appellant reasonable notice of departure, the monthly rent would continue to be paid by the worker. This arrangement is akin to RSCM II policy item #C8-56.70's example of the promissory note type of financial obligation owed by a worker to a survivor which may form the basis of a reasonable expectation of pecuniary benefit under section 17(3)(i) of the Act.

[33] Therefore, I find that due to the death of the worker, at least in the short term, the appellant suffered a financial loss from the loss of the worker's rent that she had a reasonable expectation of obtaining from the worker while the worker lived. The unexpected death of the worker left the appellant in the position not only of experiencing a tragic emotional loss but also of experiencing an immediate loss of rental income in the short term. The appellant was on poor terms with the sub-tenant of the second bedroom in the worker's suite, due to circumstances which are unnecessary to relate here. All that is necessary to note is that the obligation to pay the \$800.00 monthly rent for the two-bedroom suite was the worker's obligation to the appellant; the worker had her own rental compensation arrangement with the sub-tenant.

[34] I find that it was reasonable for the appellant to expect that if the worker's life had continued, even if the worker chose to move elsewhere at some time in the future, she would have given the appellant reasonable notice and sufficient time to find a replacement. The appellant needed the rental income and that is why the other adult children stepped in, on a temporary basis, to help off-set the loss of the worker's rent. Therefore, I find that the appellant had a reasonable expectation of pecuniary benefit from the continued life of the worker with respect to a reasonable expectation of continued rent payments from the worker, in the short term. I find it reasonable that in this rental agreement between close family members, the appellant could have reasonably expected a few months' notice of departure from the worker. Therefore, under section 17(3)(i) of the Act, with respect to the worker's rental obligations to the appellant, it is appropriate to find an entitlement of three months' rent, or \$2,400.00 as the appellant's reasonable expectation of pecuniary benefit from the continuation of the worker's life.

[35] This is not the end of the matter. There was also evidence about the worker owing the appellant money and promising to pay her \$6,000.00 (apart from rent) before the end of 2009. RSCM II policy item #C8-56.70 refers to the need for "objective evidence" that the worker would have provided an actual monetary benefit to the survivor if the worker had not died. As the Review Division jurisprudence reveals, objective evidence does not necessarily mean documentary evidence, although documentary evidence is a preferred means of establishing proof on a balance of probabilities. The Board will consider other evidence such as confirmation from family members about gift-giving

habits of the worker, and that evidence may constitute “objective evidence” provided that the Board finds the evidence to be credible and reliable. See *Review Division Reference #22576*, earlier cited.

[36] In this case I have found credible the evidence provided by the appellant and the worker’s sister about the worker’s actions in giving the appellant gifts as well as her promise to repay a loan of \$6,000.00 to the appellant within the year. In the particular circumstances of this family, where financial arrangements between family members were on a verbal “honour” basis, I have not found it necessary to require documentary evidence that such a loan existed. The worker held a well-paying job and was in a position to repay the loan. I find that the appellant had a reasonable expectation of pecuniary benefit from the continuation of the worker’s life in that she had a reasonable expectation that the loan would be repaid as promised by the worker. Therefore, under section 17(3)(i) of the Act, with respect to the loan arrangement, it is appropriate to find an entitlement of \$6,000.00 as the appellant’s reasonable expectation of pecuniary benefit from the continuation of the worker’s life.

[37] With respect to the worker’s habit of occasionally giving the appellant gifts, I am not making an award under section 17(3)(i) of the Act. This is because the gifts were occasional, in the nature of “surprises” and difficult to quantify financially. Some of them were more in the nature of services to the appellant, such as fixing her vehicle and bringing her meals or taking her out to dinner. These types of gifts and services were in the context of a reciprocal parent/adult child relationship in which both parties to the relationship occasionally did each other favours. It was characteristic of a loving and caring relationship between two people who showed their affection through positive actions. The irregular, occasional and surprise nature of these actions, as well as the evidence about the reciprocal nature of a relationship in which the worker and the appellant occasionally helped each other, has led me to conclude that these types of actions should not be characterized as “pecuniary benefits” that one family member reasonably “expected” of the other, within the meaning of section 17(3)(i) of the Act. Again, there may have been an assumption on the part of both parties that such favours would continue but the vagaries and uncertainties of life are such that those mere assumptions cannot be characterized as “reasonable expectations”. As earlier explained, Board policy provides that an assumption cannot form the basis of an award under section 17(3)(i).

Conclusion

[38] For the foregoing reasons, I vary the Review Division decision dated April 16, 2010 to find that the appellant had a reasonable expectation of a pecuniary benefit from the continuation of the worker’s life, with respect to their verbal loan agreement and, in the short term, with respect to their verbal rental agreement. Accordingly, under section 17(3)(i) of the Act, the award to the appellant is a total of **\$8,400.00**, with \$2,400.00 of that amount representing three months’ rental income from the worker,

and with \$6,000.00 of that amount representing the repayment of the worker's loan obligation to the appellant.

- [39] There was no request for reimbursement of appeal expenses, none are apparent from the file and accordingly I make no order in that regard.

Heather McDonald
Vice Chair

HMcD/hb