



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing dealt with the landlord's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement. The tenant is deceased and her estate was represented by two officers from the Office of the Public Guardian & Trustee. Both parties were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

The parties requested and confirmed that the name of the respondent should be changed to the name of the estate of the deceased tenant. I granted the request and amended the application accordingly.

Issue(s) to be Decided

Has the landlord established an entitlement to recover costs associated to remediation of the rental unit, including new flooring and paint?

Background and Evidence

The tenancy commenced October 1, 2006. No security deposit was paid or collected. The tenant was found deceased in the rental unit on February 5, 2011. The tenant's estate is being administered by the Office of the Public Guardian and Trustee.

During the hearing, the parties reached a mutual agreement to resolve their dispute that I record as follows:

1. The landlord will provide the respondent with a copy of the invoice from OnSide Restoration Services to substantiate the landlord's claim for restoration services in the amount of \$4,365.21.
2. Upon receipt of the above-described invoice, the respondent shall recognize the landlord as an ordinary creditor of the estate and record the debt as the amount paid by the landlord to OnSide Restoration Services.

3. The landlord withdraws its claims for flooring replacement and painting costs against the estate.

Analysis

I accept the mutual agreement reached between the parties during the hearing and make the terms of the agreement an Order to be binding upon both parties.

As the amount paid to OnSide Restoration was not verified during the hearing I do not provide a Monetary Order to the landlord with this decision. However, should the respondent not fulfill their part of the agreement, the landlord is at liberty to reapply for a Monetary Order.

As this dispute was resolved by way of a settlement agreement, I make no award for recovery of the filing fee.

Conclusion

This dispute was resolved by a mutual agreement reached between the parties, as recorded in this decision.

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: July 05, 2011.

Residential Tenancy Branch