



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

**Dispute Codes:** MNSD FF

## Introduction

This hearing dealt with an application by the landlord to retain a portion of the security deposit, and recovery of the filing fee for the cost of the application.

## Issue(s) to be Decided

Is the landlord entitled to retain the portion of the security deposit as claimed?

Is the landlord entitled to recovery of the filing fee?

## Background and Evidence

The tenancy began on January 31, 2007. In an addendum to the tenancy agreement, the tenants accepted liability for professional carpet cleaning upon vacating the premises. The landlord and tenants conducted a move-out inspection at the end of the tenancy on August 31, 2008. At that time, the tenants had not had the carpets professionally cleaned, and the landlord sought the tenants' agreement that the landlord could retain \$85 from the security deposit to pay for professional carpet cleaning. The tenants acknowledged that they were responsible for having the carpets cleaned, but they refused to sign for the deduction on the basis that the landlord owed them money for bedbug extermination. The landlord told the tenants that they would not have to file an application for dispute resolution because the landlord would do so, and both the carpet cleaning and the extermination costs could be dealt with in the hearing on the landlord's application.

The tenants, relying on the word of the landlord, did not file an application for a monetary order against the landlord. For this hearing, the tenants submitted

documentary evidence and gave testimony regarding the bedbug infestation. The landlord stated in the hearing that the tenants were responsible for the bedbugs and therefore the landlord was not responsible for the cost of extermination, and so the landlord was not willing to reach a settlement agreement in the hearing. The landlord submitted a receipt for the carpet cleaning in the amount of \$78.75, which the landlord claims as well as the \$50 filing fee.

### **Analysis**

The tenants acknowledged that they are responsible for the cost of the carpet cleaning. I therefore find that the landlord is entitled to retain \$78.75 from the security deposit.

The tenants did not file an application to claim against the landlord for the cost of the extermination, and the landlord was not willing to settle the matter in the hearing. I cannot make findings or issue an order in the absence of an application by the tenants.

The tenants did not file their own application because they relied on the word of the landlord that they would be able to address their claim in the landlord's application. The landlord then effectively prevented the tenants' claim from being addressed in the hearing by refusing to come to a settlement agreement. On that basis I find that the landlord is not entitled to recovery of the filing fee.

### **Conclusion**

I order that the landlord retain \$78.75 from the security deposit in full satisfaction of their claim.

Dated: November 7, 2008.