



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

This conference call hearing was convened in response to the landlord's application for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement; to keep the security deposit; and to recover the filing fee associated with this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to a Monetary Order, and if so for what amount?

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

The rental unit consists of a suite in a multi-unit complex. Pursuant to a written agreement, the month to month tenancy started on September 1, 2009. The rent was \$625.00 per month and the tenant paid a security deposit of \$312.50.

The landlord testified that the tenancy agreement contains an addendum, which he provided as evidence, specifying that the tenant is to have the carpets professionally

cleaned upon vacating. He stated that the tenancy ended on February 29, 2012, that he told the tenant to comply with the agreement regarding the carpet, and that the tenant failed to do so.

The landlord provided a receipt of \$72.80 for cleaning the carpet, and claimed an additional \$50.00 in administrative fees.

The tenant referred to the landlord's documentary evidence, and drew attention to a pest control company's report and instructions concerning bedbug treatment. The report specifically state that once treatment is complete, floors can only be swept or vacuumed, but not washed for 4 weeks. The tenant stated that the unit was treated 6 days before the tenancy ended; she said that she tried to inform the landlord of this stipulation but that no one returned her calls.

The landlord stated that regardless of the pest control company's instructions, he wished to enforce the terms of the tenancy agreement and expected the tenant to professionally clean the carpet.

Analysis

The addendum to the tenancy agreement provided by the landlord does contain a clause requiring the tenant to professionally clean the carpet upon vacating. However, it was the landlord who dispatched a pest control company that directed the tenant otherwise. I find in these circumstances that the pest control company's instructions supersede the tenancy agreement, and that the tenant was relieved of her obligation to professionally clean the carpet.

Conclusion

The landlord's application is dismissed. The landlord is not entitled to keep the security deposit and must return it to the tenant forthwith. If the landlord fails to comply, the tenant may make an application for dispute resolution.

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: May 09, 2012.

Residential Tenancy Branch