



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CANADIAN MENTAL HEALTH ASSOCIATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC OPB MNR MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") for an order of possession based on a 1 Month Notice to End Tenancy for Cause (the "1 Month Notice") and based on the tenant breaching an agreement with the landlord, for a monetary order for unpaid rent or utilities, for authorization to retain all or part of the tenant's security deposit or pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the landlord (the "agent") attended the teleconference hearing and gave affirmed testimony. During the hearing the agent was given the opportunity to provide her evidence orally. A summary of the evidence is provided below and includes only that which is relevant to the hearing.

As the tenant did not attend the hearing, service of the Notice of a Dispute Resolution Hearing (the "Notice of Hearing"), Application for Dispute Resolution (the "Application") and documentary evidence were considered. The agent testified that the Notice of Hearing, Application and documentary evidence were served on the tenant by personal service in the multi-purpose room with a witness, K.S. on February 15, 2016. Based on the above, and without any evidence to prove to the contrary, I accept that the tenant was sufficiently served on February 15, 2016 with the Notice of Hearing, Application and documentary evidence.

Preliminary and Procedural Matter

At the outset of the hearing, the agent requested to withdraw the landlord's request for an order of possession as the landlord had already been granted an order of possession on a different application, the file number of which has been included on the cover page of this decision for ease of reference.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*, and if so, in what amount?
- What should happen to the tenants' security deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Background and Evidence

A copy of the tenancy agreement was submitted in evidence. A month to month tenancy began on January 1, 2015. The tenant's subsidized portion of monthly rent was \$375.00 and the tenant paid a security deposit of \$187.50 at the start of the tenancy, which the landlord continues to hold.

The landlord's monetary claim for \$887.50 is as follows:

ITEM DESCRIPTION	AMOUNT CLAIMED
1. Suite cleaning and garbage removal	\$412.50
2. March 2015 unpaid rent	\$375.00
3. Recovery of cost of the filing fee	\$100.00
TOTAL	\$887.50

The agent testified that the tenant was a heavy smoker and that the tenant did not clean the rental unit before vacating the rental unit. The agent stated that the tenant left food in the fridge, the bathroom appeared to have never been cleaned, the shower was green, there was dirt and grease on the walls, and there was garbage throughout the rental unit.

The agent also stated that the tenant was still residing in the rental unit as of March 1, 2016 and that the landlord is seeking unpaid rent for March 2016 of \$375.00 as a result.

Analysis

Based on the undisputed documentary evidence and testimony of the landlord provided during the hearing, and on the balance of probabilities, I find the following.

As the tenant was served with the Notice of Hearing, Application and documentary evidence and did not attend the hearing, I consider this matter to be unopposed by the tenant. As a result, I find the landlord's application is fully successful in the amount of

\$887.50 which includes the recovery of the cost of the filing fee in the amount of **\$100.00** as the landlord's application is successful. I have considered the undisputed testimony of the landlord and that the application was unopposed by the tenant. The landlord continues to hold the tenant's security deposit of \$187.50 which has not accrued any interest to date.

I authorize the landlord to retain the tenant's full security deposit of \$187.50 in partial satisfaction of the landlord's monetary claim. I grant the landlord a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of **\$700.00**.

Conclusion

The landlord's application is successful.

The landlord has been authorized to retain the tenant's full security deposit of \$187.50 in partial satisfaction of the landlord's monetary claim. The landlord has been granted a monetary order pursuant to section 67 of the *Act*, for the balance owing by the tenant to the landlord in the amount of \$700.00. The landlord must serve the tenant with the monetary order and may enforce the monetary order in the Provincial Court (Small Claims Division).

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: April 13, 2016

Residential Tenancy Branch