



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR MNR MNDC FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order to retain the security deposit in partial satisfaction of the claim. Despite having been personally served with the application for dispute resolution and notice of hearing on March 25, 2012, the tenant did not participate in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to an order of possession?
Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy began in September 2011. Rent in the amount of \$1350 is payable in advance on the fifteenth day of each month. The tenant failed to pay rent in the month(s) of February 2012 and on March 12, 2012 the landlord served the tenant with a notice to end tenancy for non-payment of rent. The tenant further failed to pay rent in the month of March 2012. The landlord has claimed \$2700 in unpaid rent and lost revenue for February 15, 2012 to April 14, 2012.

The landlord also claimed \$200 for a move-in fee charged by the strata, which the tenant said he was going to pay, but he did not. The landlord acknowledged that they did not provide the tenants a copy of the strata rules at the outset of the tenancy.

The landlord claimed \$175 for plumbing. The landlord called for a plumber to do repairs in the rental unit, and the tenant was supposed to let the plumber in. The tenant did not show up, and the plumber charged the landlord for their time.

Analysis

Based on the landlord's testimony I find that the tenant was served with a notice to end tenancy for non-payment of rent. The tenant has not paid the outstanding rent and has not applied for dispute resolution to dispute the notice and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based on the above facts I find that the landlord is entitled to an order of possession.

As for the monetary order, I find that the landlord has established a claim for \$2700 in unpaid rent. I find that the landlord is not entitled to the amount claimed for move-in fees, as they did not provide the tenant with a copy of the strata rules as required. Further, the landlord did not provide sufficient evidence to support their claim for the plumbing cost. The landlord would have been responsible for attending at the rental unit to let the plumber in.

As the landlord's application was mostly successful, I find they are entitled to recovery of the \$50 filing fee for the cost of their application.

Conclusion

I grant the landlord an order of possession effective two days from service. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

I grant the landlord a monetary order under section 67 for the balance due of \$2750. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: April 13, 2012.

Residential Tenancy Branch

