



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNR, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent / loss of revenue - Section 67;
3. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by registered mail in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing.

The landlord was given full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the notice to end tenancy valid?

Is the landlord entitled to an Order of Possession?

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on September 01, 2012. Rent in the amount of \$850.00 is payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the amount of \$425.00. The tenant failed to pay rent in the month of January 2013 and on February 05, 2013 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 2013. The quantum of the landlord's monetary claim is for the unpaid rent of 2550.00.

The landlord also claims the cost of a failed move in inspection for which an inspection contractor for the landlord charged them \$168.00. In addition, the landlord claims they

had to pay for a missing smoke detector and its installation in the amount of \$170.99. The landlord provided an invoice for the inspection contractor, as well as a photograph, receipt and statement from a previous tenant in respect to the purported missing smoke detector.

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 and I find the notice to be valid. 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**.

I also find that the landlord has established a monetary claim for **\$2550.00** in unpaid rent.

With respect to the landlord's claim for the failed inspection, I find the tenant is not responsible for the landlord's choice in contracting out their obligation to inspect the rental unit with the tenant at the outset of the tenancy. This claim is therefore **dismissed**, without leave to reapply.

With respect to the landlord's claim for the missing smoke detector, and in light of a lack of a move in inspection report, I find the landlord has not provided sufficient evidence the tenant is responsible for the missing smoke detector. This claim is therefore **dismissed**, without leave to reapply.

The landlord is entitled to recovery of the \$50 filing fee, for a total entitlement of **\$2600.00**. The security deposit will be off-set from the award made herein.

Calculation for Monetary Order

Rental Arrears	\$2550.00
Filing Fees for the cost of this application	50.00
Less Security Deposit and applicable interest <i>to date</i>	-425.00
Total Monetary Award	\$2175.00

Conclusion

I grant an **Order of Possession** to the landlord effective 2 days from the day it is served on the tenant. The tenant must be served with this 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 Order that the landlord retain the security deposit and interest of \$425.00 in partial satisfaction of the claim and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$2175.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

This Decision is final and binding on both parties.

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: March 11, 2013

Residential Tenancy Branch

