



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR OPB FF

### Introduction

This hearing dealt with an Application for Dispute Resolution filed on March 15, 2013, by the Landlord, seeking an Orders of Possession for unpaid rent or utilities, the tenant has breached an agreement with the landlord, and to recover the cost of the filing fee from the Tenant for this application.

The Landlords affirmed that the Tenant was served copies of the application for dispute resolution and notice of hearing documents on March 18, 2013 when they were posted to her door. Based on the submissions of Landlords I find that the Tenant is deemed served notice of this proceeding, in accordance with section 89 of the Act, and I continued in the Tenant's absence.

### Issue(s) to be Decided

Should the Landlord be granted an Order of Possession?

### Background and Evidence

The Landlords submitted documentary evidence which included, among other things, copies of: the tenancy agreement; letters to the Tenant from the Landlord issued in September 2011 and September 2012; a 1 Month Notice for cause issued January 27, 2013; a 2 Month Notice to end tenancy for loss of subsidized rent issued September 25, 2012; and a tenant notification dated October 19, 2012.

The Landlords testified that the Tenant entered into a month to month tenancy for geared to income housing. The subsidized rent had been set at \$529.00 and was set to expire on September 30, 2012. However, rent remains at \$529.00 as the Tenant has failed to complete the required subsidy application documents.

The Property Manager advised that they are usually reluctant to evict tenants and in this case the Tenant was occupying a three bedroom unit with her children and her rent has been being paid by Income Assistance. When the Tenant failed to complete the required subsidy forms they issued her a 2 Month Notice to end tenancy September 25, 2012. The Tenant did not dispute the 2 Month Notice and the Landlord did not enforce it because they wanted to work with the Tenant. They were reluctant to evict the Tenant during December and continued their attempts to work with her. When the Tenant failed to uphold their negotiation requirements of reconnecting the natural gas they issued her the 1 Month Notice for cause and on January 27, 2013 they posted the Notice to the Tenant's door.

The Resident Manager resides in the unit next door to the Tenant and while he used to see the Tenant coming and going into the unit he has not seen her for a few weeks nor have they heard or seen her children at the unit. That being said, they believe someone is still attending the unit as the documents which they have posted to the door are being removed shortly afterwards.

### Analysis

When a tenant receives a 1 Month Notice to end tenancy for cause they have ten (10) days to make application to dispute the Notice or the tenancy ends.

Upon review of the 1 Month Notice to End Tenancy issued January 27, 2013, I find the Notice to be completed in accordance with the requirements of the Act and I find that it was served upon the Tenant in a manner that complies with the Act. Upon consideration of all the evidence presented to me, I find the Landlord had valid reasons for issuing the Notice.

In this case the Tenant is deemed to have received the 1 Month Notice on January 30, 2013, three days after it was posted to the door, and the effective date of the Notice is **February 28, 2013**, in accordance with section 90 of the Act. The Tenant did not dispute the Notice, therefore, the Tenant is conclusively presumed to have accepted that the tenancy ends on the effective date of the Notice and must vacate the rental unit to which the notice relates, pursuant to section 47(5) of the *Act*. Accordingly, I approve the Landlord's request for an Order of Possession.

The Landlord has been successful with their application; therefore I award recovery of the **\$50.00** filing fee.

Conclusion

I HEREBY FIND the Landlord is entitled to an Order of Possession effective **Two (2) Days upon service**. This Order is legally binding and must be served upon the Tenant.

The Landlord has been awarded a Monetary Order in the amount of **\$50.00**. This Order is legally binding and must be served upon the Tenant.

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 12, 2013

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Residential Tenancy Branch

