



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPQ

Introduction

This hearing was scheduled in response to the landlord's application for an order of possession on the basis that the tenant does not qualify for a subsidized rental unit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, this is a tenancy in a subsidized 2 bedroom unit within an affordable housing complex. Tenancy began with the original and former landlord on August 20, 2001. The current landlord assumed responsibility for the complex in mid 2010. The landlord's position is that the tenant, who resides alone, is currently "over housed" in a 2 bedroom unit. The tenant does not appear to dispute this, however, she has claimed that ill health prevents her from moving to a smaller unit any time soon. While the tenant has thus far declined to accept the landlord's offer to assist her to relocate to a 1 bedroom unit, the landlord remains committed to making the tenant's 2 bedroom unit available to renters who require the larger space.

Pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy dated March 7, 2013. The notice was served in-person on that date, and a copy was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is May 31, 2013, and the reason identified on the notice in support of its issuance is as follows:

The tenant no longer qualifies for the subsidized rental unit.

During the hearing the parties undertook to resolve the matter in a way which addresses some of the needs of both parties.

Analysis

Based on the documentary evidence and testimony, I find that the tenant was served with a 2 month notice to end tenancy for landlord's use of property dated March 7, 2013. Following her receipt of the notice, the tenant did not dispute it within the 15 day period permitted by section 49(5) of the Act. Neither did the tenant apply for an extension of time to dispute the notice. Accordingly, pursuant to section 49(6) of the Act, the tenant is "conclusively presumed to have accepted that the tenancy ends of the effective date of the notice." In the result, I find that the landlord has established entitlement to an **order of possession**.

Further to the above, the parties agreed as follows:

- that the tenant, or an agent acting on her behalf, will contact "SB" (agent representing the landlord) in order to schedule a mutually agreeable time to view the 1 bedroom unit currently being offered to her;
- that the viewing, as above, will be scheduled to occur by no later than Friday, May 10, 2013;
- that in the event the tenant decides to move to the 1 bedroom unit, as above, the landlord will contribute \$200.00 toward her moving costs.

Conclusion

I hereby issue an **order of possession** in favour of the landlord effective **May 31, 2013**. This order must be served on the tenant. 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.

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 08, 2013

Residential Tenancy Branch