



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC Kinsmen Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNR, MNSD, OPQ, OPR, 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 served with the application for dispute resolution and notice of hearing via registered mail sent on October 3, the tenants did not participate in the conference call hearing.

Issues to be Decided

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

Background and Evidence

The landlord's undisputed evidence is as follows. The tenancy began on February 1, 2014 at which time the tenants paid a \$500.00 security deposit. The rental unit is subject to a subsidized housing agreement under which the market rent is set at \$1,000.00 per month and the tenants are obligated to pay \$466.00 per month provided that they submit a satisfactory annual application for subsidy. The subsidy applications are due in June of each year and in June 2014, despite repeated requests from the landlord, the tenants did not submit a subsidy application and as a result, their rent increased to the \$1,000.00 market rent as stated on the tenancy agreement.

On July 7, 2014, the landlord served on the tenants a 2 month notice to end tenancy because the tenant does not qualify for a subsidized rental unit (the "2 Month Notice") by posting it to the door of the rental unit and placing a copy in their mailbox. The tenants did not dispute that notice, they did not vacate the rental unit and they did not pay rent for the month of September.

On September 3, 2014, the landlord served on the tenants a 10 day notice to end tenancy for unpaid rent (the "Rent Notice") by posting it to the door of the rental unit and placing a copy in their mailbox. The tenants did not dispute that notice and they did not vacate the rental unit.

The landlord seeks an order of possession and a monetary order for \$1,000.00 in unpaid rent for September.

Analysis

I find that the tenants received the 2 Month Notice on July 10, three days after it was posted to their door and the Rent Notice on September 6, three days after it was posted to their door. The tenants did not dispute either notice and did not pay the rental arrears and are conclusively presumed to have accepted that the tenancy ended on the effective date of the notices. I grant the landlord an order of possession which must be served on the tenants. Should the tenants fail to comply with the order, it may be filed in the Supreme Court for enforcement.

I find that the tenants were obligated to pay \$1,000.00 in rent for the month of September and failed to do so. I find that the landlord is entitled to recover the rental arrears and I award the landlord \$1,000.00. I also award the landlord \$50.00 which represents the filing fee paid to bring this application. I order the landlord to retain the \$500.00 security deposit in partial satisfaction of the claim and I grant the landlord a monetary order under section 67 for the balance of \$550.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The landlord is granted an order of possession and a monetary order for \$550.00. The landlord will retain the security deposit.

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: November 17, 2014

Residential Tenancy Branch

