



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPC, FF*

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for an order of possession pursuant to a two month notice to end tenancy because the tenant does not qualify for subsidized rental unit. The landlord also applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

Issues to be decided

Did the landlord serve a valid notice to end tenancy? Does the landlord have cause to end the tenancy? Did the tenant apply to dispute the notice?

Background and Evidence

The tenancy started on June 01, 2012. The accommodation is subsidised housing and is allotted and rented based on a tenant's income and family size. The tenant's portion of the rent is \$559.00. Prior to moving in the tenant paid a security deposit of \$450.00.

To avail of the rental subsidy, the tenant is required to provide proof of income and family composition annually. The tenant failed to do so and was served with two warning letters on November 05 and December 02, 2014. The tenant did not respond and cited a medical condition as the reason for not doing so.

On January 12, 2015, the landlord served the tenant with a letter informing the tenant that the rent subsidy would no longer apply effective March 01, 2015 and the tenant would be required to pay the full rent of \$1,200.00. The letter also informed the tenant that since the tenant did not qualify for rent subsidy, he may receive a two month notice to end tenancy.

The tenant stated that he provided some documentation to the landlord after receiving the letter on January 12, but could not recall the date of submission. The landlord stated that on January 16, 2015, he received a letter from the tenant's bank regarding the status of the tenant's relationship with the bank. The landlord did not receive adequate information to reinstate the subsidy and therefore on January 19, 2015 the landlord posted a two month notice to end tenancy on the tenant's door, with an effective date of March 31, 2015. The tenant agreed that he had received the two page notice and also agreed that he did not make application to dispute the notice.

Analysis

Based on the testimony of both parties, I find that the tenant was served with a valid two page notice to end tenancy on January 22, 2015. The tenant agreed that he did not dispute the notice to end tenancy.

Pursuant to section 47 (5) of the *Residential Tenancy Act*, if a tenant has received a notice to end tenancy such as this one and does not make an application for dispute resolution within 15 days after receiving the notice, 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 by that date. Therefore, the landlord is entitled to an order of possession and pursuant to section 55(2); I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. The landlord may retain \$50.00 from the security deposit towards the recovery of the filing fee.

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 22, 2015

Residential Tenancy Branch

