



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding B C Kinsment Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes OPC, MNR, MNSD, MND, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession, a monetary order and an order permitting retention of a portion of the security deposit in satisfaction of the claim. The landlord appeared at the hearing; the tenants did not.

The landlord had sent two packages of documents, each containing a copy of the Application for Dispute Resolution, Notice of Hearing and the landlord's evidence to the tenants by registered mail. Both packages had been sent in the same envelope, which was addressed to both tenants. The records of Canada Post show that the envelope as not picked up and ultimately returned to the sender.

Although the better practise is to mail separate envelopes to each respondent, in this case, the envelope was address to both respondents, either respondent could have picked up the envelope, and neither did. The result is the same as if two envelopes had been mailed each addressed to one of the respondents and neither envelope was picked up by the addressee. As there has been no apparent prejudice to either of the respondents I order, pursuant to section 71(2)(b) of the *Residential Tenancy Act* that the Application for Dispute Resolution, Notice of Hearing and evidence were sufficiently served for the purposes of this *Act* on May 12, 2015; the fifth day after they were mailed.

Issue(s) to be Decided

- Is the landlord entitled to an order of possession and, if so, on what terms?
- Is the landlord entitled to a monetary order and, if so, in what amount?

Background and Evidence

This month-to-month tenancy commenced February 1, 2013. The monthly rent of \$1200.00 is due on the first day of the month. The tenants paid a security deposit of \$600.00.

The landlord served the tenants with a 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit by posting it to the door of the rental unit on January 30, 2015. The effective date of the notice was April 30, 2015.

The tenants did not serve the landlord with an application disputing the notice nor have they moved out of the rental unit. The tenants' rent has been paid to the end of June.

The landlord filed a copy of a plumber's invoice dated July 4, 2013. The invoice was for repairing a blocked toilet. The plumber's invoice states that a plastic truck was the reason for the blockage. At the time, the tenants' young son was living with them. The invoice amount was \$187.43. The landlord made several requests in writing to the tenants for payment but payment was never received.

Analysis

I find that the tenants were served with a 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit. They did not file an application to dispute the notice and, pursuant to section 49.1(6) they are 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 effective June 30, 2015, the date to which the rent has been paid.

I find that the landlord has established a total monetary claim of \$237.43 comprised of damages in the amount of \$187.43 and the \$50.00 filing fee paid by the landlord for this application. I order that the landlord retain this amount from the security deposit in full satisfaction of the claim. The balance of the security deposit must be dealt with in accordance with the *Residential Tenancy Act*.

Conclusion

- a. An order of possession effective June 30, 2015 has been made. If necessary, the order may be filed in the Supreme Court and enforced as an order of that court.

- b. A monetary order in the amount of \$237.43 has been made in favour of the landlord.
- c. A order permitting retention of \$237.43 from the security deposit in full satisfaction of the claim has been made.

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: June 16, 2015

Residential Tenancy Branch

