# Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUIHALLA INTERCARE SOCIETY
and [tenant name suppressed to protect privacy]

## DECISION

Dispute Codes OPQ

Introduction

This decision is in respect of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on October 18, 2018. The landlord seeks an order of possession for a Two Month Notice to End Tenancy for Cause – Tenant Does Not Qualify for Subsidized Rental Unit (the "Notice").

A dispute resolution hearing was convened on November 29, 2018 at 11:00 A.M., and the landlord's agent was present, was given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The tenant attended to the landlord agent's office and joined the hearing approximately 9 minutes after it started, without any explanation. The parties did not raise any issues in respect of service of documents.

While I have reviewed all oral and documentary evidence submitted that met the requirements of the *Rules of Procedure* and to which I was referred, only evidence relevant to the issue of this application is considered in my decision.

Issue to be Decided

The issue that I must decide is this: is the landlord entitled to an order of possession based on the Notice?

Background and Evidence

The landlord's agent testified that the tenancy commenced on July 1, 2017. The tenancy agreement (a copy of which was submitted into evidence) contained a Schedule C and a Sponsorship Addendum, which stipulated that the rental unit would

be available to the tenant under the tenancy agreement if, and only if, the tenant had sponsorship for subsidization.

On April 19, 2018, the sponsor Ministry of Children and Family Development withdrew its sponsorship of the tenant. The landlord served the Notice on the tenant on May 28, 2018, with an end of tenancy date of July 31, 2018. A copy of the Notice and a copy of the letter from the sponsor (i.e., MCFD) was submitted into evidence. Also submitted into evidence was a written chronology of the events and timelines, wherein the landlord made several efforts to work with the tenant in obtaining a sponsor and find her a suitable housing arrangement. The event chronology reflected a pattern of repeated no shows and late arrivals at pre-arranged meetings (consistent with the tenant's late attendance at today's hearing, I note).

The landlord's agent sought an order of possession with a two-day effective date.

The tenant testified that she has been trying to find a place for her and her 3-year-old child, but that it is difficult with a young child. She testified that she has "done everything to work with the sponsor" and that the sponsor is not trying to assist her in finding a place. She has several applications for rental units out, but that these take time to process and there is a bit of a wait.

Analysis

The standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

The parties did not dispute whether the rental unit is a "subsidized rental unit" as defined in section 49.1(1) of the Act. As such, I find that the rental unit is a subsidized rental unit for the purposes of the landlord's application.

Section 49.1(2) of the Act states that a landlord may end a tenancy of a subsidized rental unit by giving notice. Further, sections 49.1(5) and (6) of the Act state that

> (5) A tenant may dispute a notice under this section by making an application for dispute resolution within 15 days after the date the tenant receives the notice.
>
> (6) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (5), the tenant (a)

is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and (b) must vacate the rental unit by that date.

In this case, the landlord served, and the tenant received, the Notice on May 28, 2018. The tenant did not apply for dispute resolution. As such, I find that the tenant had conclusively presumed to have accepted that the tenancy ended on July 31, 2018.

Section 55 (1) of the Act states that if a tenant applies to dispute a landlord's notice to end tenancy and their Application for Dispute Resolution is dismissed, or, the landlord's notice is upheld, the landlord must be granted an order of possession if the notice complies with all the requirements of Section 52 of the Act.

Section 52 of the Act requires that any notice to end tenancy issued by a landlord must (1) be signed and dated by the landlord, (2) give the address of the rental unit, (3) state the effective date of the notice, (4) state the grounds for ending the tenancy, and (5) be in the approved form. I find the Notice issued by the landlord on May 28, 2018, complies with the requirements set out in section 52.

Conclusion

I hereby grant the landlord an order of possession, which must be served on the tenant and is effective two days from the date of service. This order may be filed in, and enforced as an order of, the Supreme Court of British Columbia.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: November 29, 2018

Residential Tenancy Branch