



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COQUITLAM KINSEN HOUSING SOCIETY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNQ

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 2 Month Notice to End Tenancy Because the Tenant Does Not Qualify for the Subsidized Rental Unit ("2 Month Notice"),

While the landlord's agent, DB ("landlord"), attended the hearing by way of conference call, the tenant did not. I waited until 9:40 a.m. to enable the tenant to participate in this scheduled hearing for 9:30 am. The landlord's agent was given a full opportunity to be heard, to make submissions and to call witnesses.

The landlord's agent confirmed receipt of the tenant's application and evidence. Accordingly, I find that the landlord was served with the tenant's application and evidence in accordance with sections 88 and 89 of the *Act*.

The landlord testified that the tenant was personally served with the 2 Month Notice dated May 1, 2019 on the same date. I find that the tenant was duly served with the 2 Month Notice in accordance with section 88 of the *Act*.

Issues to be Decided

Should the landlord's 2 Month Notice be cancelled? If not, is the landlord entitled to an Order of Possession?

Background and Evidence

This month-to-month tenancy began on July 1, 2016. Monthly rent is currently set at \$466.00.

On May 1, 2019 the landlord issued the 2 Month Notice for the following reason:

- The tenant no longer qualifies for the subsidized rental unit.

The landlord provided the following background for why they had decided to issue the 2 Month Notice. The landlord testified that the building is a family complex, and the tenant is required to have a child residing with her. The tenant's son only resides occasionally with his mother as he attends a special school in another city. As the son no longer resides at the home on a regular basis, the tenant no longer qualifies for the rental subsidy. The landlord testified that multiple letters were sent to the tenant requesting confirmation of the status of the child, and received no response.

Analysis

Subsection 49.1(2) of the *Act* sets out that a landlord may end a tenancy in respect of a rental unit if:

Subject to section 50 [tenant may end tenancy early] and if provided for in the tenancy agreement, a landlord may end the tenancy of a subsidized rental unit by giving notice to end the tenancy if the tenant or other occupant, as applicable, ceases to qualify for the rental unit.

Rule 7.3 of the Rules of Procedure provides as follows:

7.3 Consequences of not attending the hearing

If a party or their agent fails to attend the hearing, the arbitrator may conduct the dispute resolution hearing in the absence of that party, or dismiss the application, with or without leave to re-apply

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Section 55(1) of the *Act* reads as follows:

55 (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

- (a) the landlord's notice to end tenancy complies with section 52 [*form and content of notice to end tenancy*], and
- (b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In the absence of any submissions from the applicant in this hearing, I order the tenant's application dismissed without liberty to reapply.

A copy of the 2 Month Notice was submitted for this hearing, and I find that the landlord's 2 Month Notice complies with section 52 of the *Act*, which states that the Notice must: be in writing and must: (a) be signed and dated by the landlord or tenant giving the notice, (b) give the address of the rental unit, (c) state the effective date of the notice, (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy, and (e) when given by a landlord, be in the approved form.

Based on my decision to dismiss the tenant's application for dispute resolution and pursuant to section 55(1) of the *Act*, I find that the landlord is entitled to an Order of Possession for the effective date of the 2 Month Notice: July 31, 2019. The landlord will be given a formal Order of Possession for July 31, 2019, which must be served on the tenant. If the tenant and any other occupants do not vacate the rental unit by July 31, 2019, the landlord may enforce this Order in the Supreme Court of British Columbia.

Conclusion

I dismiss the tenant's entire application without leave to reapply. I find that the landlord's 2 Month Notice is valid and effective as of July 31, 2019.

I grant an Order of Possession to the landlord effective July 31, 2019. Should the tenant(s) fail to comply with this Order, this Order may be filed 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 *Residential Tenancy Act*.

Dated: June 28, 2019

Residential Tenancy Branch