



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding S.U.C.C.E.S.S. Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

OPQ, MNR-S, FF

Introduction

This hearing convened to deal with the landlord's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The landlord applied on April 24, 2022 for an order of possession of the rental unit pursuant to a Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit (Notice) issued to the tenants, a monetary order for unpaid rent, authority to keep the tenants' security deposit, and to recover the cost of the filing fee.

The landlord's representatives (landlord) attended the hearing; however, the tenants did not attend. The landlords were affirmed for the hearing.

The landlord stated they served each tenant with their Application for Dispute Resolution, evidence, and Notice of Hearing (application package) by registered mail on May 6, 2022. The landlord filed the registered mail receipts indicating service on both tenants and additionally, the landlord said they had been in discussion with the tenants, who were aware of the hearing.

Based on this evidence, I find that the tenants were served notice of this hearing and the landlord's application in a manner complying with section 89(1) of the Act. The hearing proceeded in the tenants' absence.

The landlords were provided the opportunity to present their evidence orally and to refer to relevant documentary evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral, written, and other evidence before me that met the requirements of the Residential Tenancy Branch (RTB) Rules of Procedure (Rules).

However, not all details of the parties' respective submissions and or arguments are reproduced in this Decision.

Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issue(s) to be Decided

Is the landlord entitled to an order of possession of the rental unit based upon their Notice, a monetary order for unpaid rent, to retain the tenants' security deposit, and recovery of their filing fee?

Background and Evidence

This tenancy began on October 1, 1993 and the written tenancy agreement filed by the landlord indicated a security deposit of \$225 was paid on behalf of the tenants. The landlord is a housing society and the tenants' rent is based upon income, with their market rent being subsidized.

The landlord submitted that the tenants were required to submit their income and asset proof on an annual basis in order to ensure they maintain their rent subsidy. The landlord submitted that they have made multiple written requests to the tenants for their required documents for the current annual review, and that they have failed to comply.

The government entity paying the rent subsidy verified that the tenants have failed to provide the requested documents which would allow the continued rent subsidy.

Due to the tenants' failure to submit the requested documents for the annual review, the tenants were served with the 2 Month Notice on January 26, 2022, by two methods. The landlord said the 2 Month Notice was put in the tenants' mailbox and attached to their front door.

Filed in evidence was a copy of the 2 Month Notice, which was dated January 26, 2022, for an effective move-out date of March 31, 2022, with the stated reason being that the tenant no longer qualifies for the subsidized rental unit.

The landlord submitted that the tenants have failed to pay all their rent due and as of the day of the hearing, the tenants have an outstanding unpaid rent of \$634.

Evidence filed by the landlord included written requests, a request from the government entity detailing the requested documents, and a tenant ledger sheet.

Analysis

After reviewing the relevant evidence, I provide the following findings, based upon a balance of probabilities:

I have reviewed all the evidence and find that the tenants were served with the Notice as declared by the landlord on January 26, 2022, which listed a move-out date of March 31, 2022.

The Notice served on the tenants sets out that the tenants had fifteen (15) days to file an application for dispute resolution in dispute of the Notice. It also sets out that if the tenants did not file such an application within fifteen days, then the tenants are conclusively presumed to have accepted the end of the tenancy and must vacate the rental unit by the effective date of the Notice, in this case, March 31, 2022.

There is no evidence before me that the tenants filed an application for dispute resolution to contest the Notice or vacated the rental unit.

As such, I therefore find the tenants are conclusively presumed under section 49.1(6) of the Act to have accepted that the tenancy ended on the effective date of the Notice, or March 31, 2022.

I have reviewed the Notice and find it was completed in accordance with section 49.1 of the Act. I also find the 2 Month Notice was completed in the approved form and the content meets the statutory requirements under section 52 the Act.

I have reviewed the landlord's undisputed evidence and find they had sufficient reason to end the tenancy based the tenants' failure to comply with the request for required documents for the annual review showing their income and assets.

I therefore **order** the tenancy ended on March 31, 2022.

I find the landlord is entitled to and I **grant an order of possession of the rental unit (Order)**, pursuant to section 55(2)(b) of the Act, effective two days after service of the order upon the tenants.

The tenants must be served the Order to be effective. If the tenants fail to voluntarily comply by vacating the rental unit immediately, the Order may be filed in the Supreme Court of British Columbia for enforcement as an order of that Court if it becomes necessary.

The tenants are cautioned that costs of such enforcement, **such as bailiff costs and filing fees**, are recoverable from the tenants.

As to the landlord's monetary claim, I find the landlord provided sufficient evidence that the tenants owed, but did not pay, all the monthly rent due by the terms of their tenancy agreement. As a result, I find the landlord has established a monetary claim of **\$634**, as requested.

I grant the landlord recovery of their filing fee of **\$100**.

At the landlord's request, the tenant's security deposit of **\$225** will be off-set against the total monetary award of **\$734**.

I grant the landlord a final, legally binding monetary order pursuant to section 67 of the Act for the balance due in the amount of **\$509**.

Should the tenants fail to pay the landlord this amount without delay after being served the order, the monetary order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement as an Order of that Court. The tenants are cautioned that costs of such enforcement are subject to recovery from the tenants.

Conclusion

The landlord's application for an order of possession and for monetary compensation is granted.

The landlord has been authorized to retain the tenants' security deposit in partial satisfaction of their monetary award and they have been awarded a monetary order for the balance due, in the amount of **\$509**.

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*. Pursuant to section 77(3) of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: August 24, 2022

Residential Tenancy Branch