



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes OPR, MNRL-S, FFL

Introduction

This hearing dealt with the Landlord's April 26, 2023 undisputed Application for Dispute Resolution for an Order of Possession, a Monetary Order for unpaid rent with request to retain security deposit and reimbursement of the filing fee.

To confirm service, I asked the Landlord to demonstrate that the Tenant was notified of this proceeding and any evidence the Landlord intends to rely upon. The Landlord affirmed they posted the 10 day Notice for Unpaid Rent or Utilities (the Notice) to the Tenant's door, as witnessed by the Building Manager. In addition, the Landlord served the Tenant by registered mail at the rental unit. The Landlord provided the following Canada Post tracking numbers: RN 719014014CA and RN 79035694CA. I deem the Tenant received the notice of proceeding on May 4, 2023 and the supporting evidence on May 7, 2023, and proceeded with the hearing.

Issue(s) to be Decided

- Does the 10-day Notice end the tenancy?
- Does the Tenant owe unpaid rent?
- Is the Landlord entitled to recover the filing fee?

Background and Evidence

The rental agreement is between the Tenant and Burnaby Lougheed Lions Housing Society, which is a non-profit housing organization. The Landlord has entered into an agreement with BC Housing designating the residential property as housing for low income and moderate income tenants. To continue receiving rent subsidy, the Tenant is to provide annual review documentation, with proof of income and a signed declaration.

The month-to-month tenancy started on August 1, 2011, with an agreement of \$480.00 monthly rent for the Tenant's contribution, to be paid on the first day of each month. Current rent for the Tenant is \$320.00, with market rent of \$1,725.00. A security deposit of \$463.00 was paid by the Tenant on July 23, 2011 and the Landlord holds it in trust.

On three separate occasions from April 2022 to September 2022, the Landlord issued notice for the Tenant to comply with the annual review requirements. The final notice was issued on September 1, 2022, advising the Tenant they may no longer qualify for subsidy. In January 2023, the Landlord notified the Tenant in writing that they are retroactively applying market rent from August 2022 and thereafter.

The Landlord reports unpaid rent in the amount of \$10,011.00, up to and including February 2023. The Tenant made partial payments in February and March 2023. The Landlord reports additional unpaid rent for April, May and June 2023.

Month	Rent due	Rent paid
August 2022	1,581.00 (credit applied)	320.00
September 2022	1,725.00	320.00
October 2022	1,725.00	0
November 2022	1,725.00	640.00
December 2022	1,725.00	320.00
January 2023	1,725.00	320.00
February 2023	1,725.00	320.00
March 2023	1,725.00	320.00
April 2023	1,725.00	0
May 2023	1,725.00	0
June 2023	1,725.00	
Total	18,831.00	2,560.00
Total Unpaid Rent	16,271.00	

The Landlord provided the following evidence:

- Accounting Ledger and Direct Request Worksheet, indicating arrears from August 2022 until February 2023. The calculation indicates the amount paid by the Tenant, and the amount owing effective February 2023 (total: \$10,011.00).
- Letter issued to Tenant on January 17, 2023, advising of retroactive rent adjustment.
- 3 notices to the Tenant to submit Annual Income Review, dated April 11, May 19 and September 1, 2022.

On February 10, 2023, the Landlord issued the Notice with the move out date of February 23, 2023. The Landlord advises the Tenant is in process of moving out, as most belongings have been removed, however, the unit is yet to be fully vacant.

Analysis

- Does the 10-day Notice end the tenancy?

The Tenant failed to meet annual review subsidy requirements and did not pay the full amount of rent owed. I find the Landlord had reason to give the Notice and it has been properly completed as per Section 52 of the Act.

I find the Notice has ended the tenancy effective February 23, 2023. The Landlord is entitled to an order of possession.

- Does the Tenant owe unpaid rent?

I accept the undisputed testimony and records of the Landlord and find the Tenant owes \$16,271.00 in unpaid rent. The \$463.00 deposits have accrued \$4.06 in interest, I order the landlord to retain the deposit of \$467.06 in partial satisfaction of the unpaid rent.

- Is the Landlord entitled to recover the filing fee?

As the Landlord was successful with their application, the Landlord is entitled to recover their \$100.00 filing fee from the Tenant, as per section 72 of the Act.

Conclusion

The Landlord is granted an order of possession effective two days after service. The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to comply, the order may be enforced in the BC Supreme Court.

The Landlord is granted a monetary award of \$15,903.94:

Total Unpaid Rent	16,271.00
Filing Fee	100.00
Total Owing	16,371.00
Minus Security Deposit + Interest	467.06
Total Monetary Award	15,903.94

The Landlord should serve the order to the Tenant immediately. Should the Tenant fail to pay, the order may be enforced in the Small Claims division of Provincial Court.

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 13, 2023

Residential Tenancy Branch