



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** OPR

### **Introduction:**

Only the landlord attended the hearing and gave sworn testimony. He stated that the 10 Day Notice to End Tenancy dated March 2, 2017 to be effective March 17, 2017 was served by posting it on the door and the Application for Dispute Resolution was served by registered mail (number provided). Since the 10 Day Notice was served by posting it on the door, it is deemed to be received three days later or March 5, 2017. I find the effective date on the Notice to End Tenancy still gives the full 10 Day notice as the effective date is March 17, 2017. The landlord said the registered mail was not returned and the tenant said she is vacating. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) An Order of Possession pursuant to Sections 46, and 55

### **Issue(s) to be Decided:**

Is the landlord entitled to an Order of Possession?

### **Background and Evidence:**

Only the landlord attended although the tenant was served with the Notice of Hearing. The landlord was given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced November 1, 2016 a security deposit was paid of \$375 was paid and rent is \$700 a month. The landlord said the tenant paid the rent for March on March 31, 2017 but he made it clear that it was only for her use and the tenancy was ending. He said she said she was vacating about April 15, 2017. He requests an Order of Possession effective April 15, 2017.

The tenant submitted no documents to dispute the amount owing and did not attend the hearing.

In evidence is the Notice to End Tenancy, other 10 Day Notices, registered mail and some proofs of service and past payment of rent. On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

**Analysis**

**Order of Possession**

I find that the landlord is entitled to an Order of Possession. There is outstanding rent. The Tenant has not made application pursuant to Section 46 to set aside the Notice to End a Residential Tenancy and the time to do so has expired. In these situations, the Residential Tenancy Act provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. I find the tenancy ended on March 17, 2017. An Order of Possession is issued effective April 15, 2017 as requested by the landlord in order to accommodate the tenant.

The security deposit remains in trust. I advise the parties to read section 38 of the Act and deal with the deposit accordingly.

**Conclusion:**

I find the landlord is entitled to an Order of Possession effective April 15, 2017. The landlord did not request any monetary order for unpaid rent or filing fee. Therefore none is awarded. I give the landlord leave to reapply within the legislated time limits for any monies owed to him.

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: April 05, 2017

---

Residential Tenancy Branch

