



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Amacon Property Management  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

OPR

### **Introduction**

This is the Landlord's Application for Dispute Resolution seeking an Order of Possession.

The Landlord's agents provided affirmed testimony at the Hearing. The Landlord's agent JC testified that he posted the Notice of Hearing documents to the Tenant's door shortly after the documents were e-mailed to him by the Residential Tenancy Branch. He was not certain of the date the documents were posted to the door.

The Landlord's agent TL testified that he gave the Tenant 24 hour notice, in writing, of his intent to inspect the rental unit on May 5<sup>th</sup>. He stated that while he was inspecting the rental unit, he saw the opened Hearing Package on top of the Tenant's fridge. TL stated that he isn't certain if the Tenant is still living in the rental unit and that the Tenant is avoiding the Landlord's agents.

Based on the affirmed testimony of the Landlord's agents, and pursuant to the provisions of Section 71 of the Act, I find that the Tenant was sufficiently served with the Notice of Hearing documents.

The Tenant did not sign into the Hearing, which remained open for 30 minutes, and the Hearing continued in his absence.

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

Is the Landlord entitled to an Order of Possession?

## **Background and Evidence**

A copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued April 4, 2017 (the "Notice") was provided in evidence. JL testified that the Notice was posted to the Tenant's door on April 4, 2017.

The Tenant has not paid the outstanding rent. There is no evidence that the Tenant disputed the Notice.

## **Analysis**

I accept the Landlord's agents' undisputed affirmed testimony in its entirety. Pursuant to the provisions of Section 90 of the Act, I find that the Tenant is deemed to have been served with the Notice on April 7, 2017.

The Tenant did not make an Application to dispute the Notice or pay the outstanding rent within 5 days of being served with the Notice. Further to the provisions of Section 46 of the Act, I find that the Tenant is inconclusively presumed to have accepted that the tenancy ended on April 17, 2017, (10 days after the Notice was deemed to be served).

## **Conclusion**

I hereby provide the Landlord with an Order of Possession **effective two days after service of the Order upon the Tenant**. This Order may be filed in the Supreme Court of British Columbia for enforcement.

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: May 16, 2017

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Residential Tenancy Branch