



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding L & M Holdings
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MT

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside and seeking more time to make an application to cancel the Notice. The landlord participated in the hearing, the tenant did not. The tenant is the applicant in this matter and chose not to dial in; the hearing proceeded in the tenants' absence. The landlords gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to more time to make an application to cancel a notice?

Is the tenant entitled to have the One Month Notice to End Tenancy for Cause set aside?

Background and Evidence

The tenancy began on or about December 1, 2005. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$485.00.

The landlords gave the following testimony:

The landlords stated that during the past six months they have received numerous complaints about the subject tenant. The landlords stated that the complaints ranged from loud noises to domestic disturbances in the unit. The landlords stated they had given multiple verbal warnings along with written warning letters to the tenant to have

her rectify her behaviour but to no avail. The landlords stated that the problem has come to the point where police intervention has been required. The landlords stated that on July 31, 2013 they served the tenant with a notice to end tenancy. The landlords stated that they issued that notice on the basis that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlords stated that they wish to obtain an order of possession.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy cause. The tenant did not apply for dispute resolution to dispute the notice within the allowable time frame and is therefore conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. The notice clearly states that the tenant must file for dispute resolution within 10 days of receiving the notice. The tenant applied 28 days after the notice was served. However, even if I were to proceed with the tenants application as submitted, I am satisfied that the landlords have provided sufficient evidence to have the tenancy end as outlined under Section 47 of the Act.

I do find that the tenant significantly interfered with or unreasonably disturbed another occupant or landlord. The One Month Notice to End Tenancy for Cause remains in full effect and force. The landlord made an oral request for an order of possession. Based on the above facts I find that the landlord is entitled to an order of possession. The tenant must be served with the order of possession. Should the tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

The landlords advised that the tenant has paid their rent in full, accordingly the order of possession will be of full effect and force at 1:00 p.m. on October 31, 2013.

Conclusion

The landlord is granted an order of possession.

The tenant's application is dismissed in its entirety without leave to reapply.

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: October 07, 2013

Residential Tenancy Branch

