



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing dealt with an application by the tenant seeking to have a One Month Notice to End Tenancy for Cause set aside. The landlord participated in the conference call hearing but the tenant(s) did not. The tenant is the applicant in this matter and chose not to dial into the conference. The landlord was prepared to go ahead today; the hearing proceeded in the tenants' absence. The landlord gave affirmed evidence.

Issues to be Decided

Is the tenant entitled to have the notice set aside?

Background and Evidence

The tenancy began on or about June 1, 2012. Rent in the amount of \$1000.00 is payable in advance on the fifth day of each month. At the outset of the tenancy the landlord collected from the tenant a security deposit in the amount of \$500.00. The landlord stated that since February 2013 the tenant continues to disturb other tenants and neighbors with his loud music, yelling, screaming, and arguments. The landlords stated they received numerous verbal and written complaints about the subject tenant. The landlord stated that the police have had to attend on three separate occasions. The landlord stated that they had given the tenant multiple verbal and written warnings but to no avail. The landlord stated that on September 20, 2013 they had a witness present when they served the tenant a One Month Notice to End Tenancy for Cause with an effective date of October 31, 2013.. The landlord stated that the tenant refused to accept the notice so on that same day the landlord served the tenant by registered mail.

Analysis

I accept the landlord's undisputed testimony. The landlord provided documentary and testimonial evidence to support their claim. It is worth noting that the landlord provided documentation to prove that the tenant received the One Month Notice to End Tenancy for Cause on September 23, 2013 by registered mail yet the tenant did not file until October 9, 2013 for dispute resolution; well outside the ten day limit as stated on the notice. The tenant chose not to participate in this hearing or submit any documentary evidence for consideration. The landlord made an oral request for an order of possession pursuant to Section 55 of the Act.

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.

Conclusion

The tenants' application is dismissed. The One Month Notice to End Tenancy for Cause with an effective date of October 31, 2013 remains in full effect and force. The tenancy is terminated.

The landlord is granted an order of possession.

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: November 20, 2013

Residential Tenancy Branch

