



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with an application by the tenant seeking to have a one month notice to end tenancy set aside. The landlord participated in the conference call hearing but the tenant(s) did not. The tenant initiated the dispute resolution process and I am satisfied that he was aware of the date and time of this hearing. The hearing proceeded in his 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 October 1, 2005. Rent in the amount of \$1210.00 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 \$525.00.

The landlord gave the following testimony.

The landlord stated that the tenant has been causing problems in the building for an extended period of time. The landlord stated that he has received many complaints from other tenants about the subject tenant being loud, numerous people coming and going in the suite, screaming and fighting, and suspected drug use in the suite. The landlord stated that numerous warnings were given to the tenant. The landlord issued a One Month Notice to End Tenancy for Cause on September 9, 2014 with an effective date of October 31, 2014. The landlord verbally requested an order of possession during the hearing.

Analysis

I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy. Although the tenant did apply for dispute resolution to dispute the notice he filed his application outside of the legislated timeline and not within the 10 days as required. The landlord issued the notice to end tenancy on numerous grounds. The landlord has satisfied me on the grounds that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. As the landlord has satisfied me that the tenancy should end I need not address the other grounds listed on the notice. The tenant did not participate in this hearing or submit any evidence for consideration. 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 tenant has not been successful in his application.

Conclusion

The tenants' application is dismissed in its entirety.

The tenancy is terminated. The One Month Notice to End Tenancy for Cause dated September 9, 2014 with an effective date of October 31, 2014 is of full effect and force. 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 13, 2014

Residential Tenancy Branch

