



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 teleconference, the tenant did not. The tenant is the applicant in this matter and chose not to dial in. The hearing proceeded and completed 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 landlord gave the following testimony:

The tenancy began on or about June 15, 2011. Rent in the amount of \$840.00 is payable in advance on the first day of each month. The landlord stated that the tenants' behaviour has been a problem for the past sixteen months. The landlord stated that she has received numerous verbal complaints from other tenants about the subject tenant as well as one written complaint.

The landlord stated that on December 8, 2014 she personally served the tenant in the presence of a witness; a One Month Notice to End Tenancy for Cause. The landlord stated that one of the reasons for the notice was that the tenant significantly interfered with or unreasonably disturbed another occupant or the landlord. The landlord stated that on numerous occasions the tenant was warned about loud noise coming from her suite, swearing and fighting, people coming and going at all hours of the day and night and banging noises. The landlord stated that she had given the tenant "over a dozen" verbal warnings and six written warnings. The landlord stated that she is requesting an order of possession.

Analysis

When a landlord issues a notice under Section 47 of the Act they bear the responsibility in providing sufficient evidence to support the issuance of that notice. I accept the landlord's undisputed testimony and I find that the tenant was served with a notice to end tenancy for cause. Although the tenant did apply for dispute resolution to dispute the notice, they did not participate in today's hearing nor did they 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. As I have found that the landlord is entitled to an order of possession I need not address the other grounds they have issued the notice on.

Conclusion

The One Month Notice to End Tenancy for Cause dated December 8, 2014 with an effective date of January 31, 2015 is of full effect and force. The landlord is granted an order of possession. The tenancy is terminated.

The tenants' application is dismissed.

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: January 19, 2015

Residential Tenancy Branch

