

DECISION

Dispute Codes: CNC, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause. The tenant also applied for the recovery of the filing fee. Both parties attended the hearing and had opportunity to be heard.

Issue to be Decided

Does the landlord have grounds to end this tenancy? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy began on April 01, 2009 when the landlord hired the tenant to carry out maintenance work in the building complex, for a period of one year. The tenant was allowed to occupy a unit in the building and then upon his request was granted the use of a second unit for the storage of his equipment. Both units were offered to the tenant at a nominal rate. In a meeting held on April 27, 2010, the tenant was informed that the employment had ended. The tenant agreed that the employment ended effective May 01, 2010 and he returned some keys to the landlord.

The relationship between the tenant and landlord had started to deteriorate prior to the end of the employment. The two parties were in a dispute regarding the wages that were owed to the tenant. The landlord informed the tenant that since the employment had ended, the tenant was required to pay a higher rent. The tenant asked the landlord to provide a 60 day notice of a rent increase.

On May 07, 2010 during a routine inspection of the fire alarm system, the maintenance manager visited the unit earlier than the time specified on the 24 hour notice, dated May 04, 2010.

The maintenance manager testified that he knocked on the door and when there was no reply, he entered along with the technician who was conducting the inspection. The tenant stated that he was surprised at the unannounced entry into his apartment and

voiced his displeasure. The maintenance manager stated that the tenant threatened to shoot him and he reported this to the landlord who immediately called for police assistance. The tenant was arrested and firearms found in his possession were seized.

In the presence of the police officer, the landlord served the tenant with a 30 day notice to end tenancy for cause. The reasons for the notice are: The tenant has significantly interfered with or disturbed the landlord or another occupant, has seriously jeopardized the health or safety of another occupant, adversely affected the quiet enjoyment, security or physical well-being of another occupant or the landlord and that the tenant's rental unit was part of an employment arrangement that has ended.

During the hearing, the above reasons for the notice to end tenancy were discussed at length. The maintenance manager testified that he fears for his safety and is unable to perform his duties in a satisfactory manner due to the presence of the tenant in the building that he maintains. The tenant was served with a no contact order and his case is scheduled to be heard in the middle of July 2010. The landlord pointed out that the tenant had not made reference to this police incident in the statement that he filed in to evidence.

The tenant argued that he did not mention the incident because he had no idea as to what the landlord would bring up during the hearing. He stated that he did not threaten the maintenance manager and the landlord was making false allegations against him for the purpose of evicting him. The tenant also stated that the landlord owes him wages and is using this eviction to get out of paying his dues.

Analysis:

In order to support the notice to end tenancy, the landlord must prove at least one of the following reasons.

- the tenant has significantly interfered with or disturbed the landlord or another occupant,
- the tenant has seriously jeopardized the health or safety of another occupant,

- the tenant has adversely affected the quiet enjoyment, security or physical well-being of another occupant or the landlord
- the tenant's rental unit was part of an employment arrangement that has ended.

Based on the documentary evidence and the verbal testimony of both parties, I find that the tenant did threaten the maintenance manager which has resulted in the manager fearing for his safety and therefore unable to carry out his duties to his satisfaction. In addition, the landlord testified that he too fears for his safety. Therefore I find that the landlord has cause to end the tenancy and I uphold the notice to end tenancy.

During the hearing, the landlord made a request under section 55 of the legislation for an order of possession. Under the provisions of section 55(1), upon the request of a landlord, I must issue an order of possession when I have upheld a notice to end tenancy. Accordingly, I so order. 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 failed to prove his case and must therefore bear the cost of filing this application.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant. 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: July 05, 2010.

Dispute Resolution Officer