



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes ET

Introduction

This matter dealt with an application by the Landlords for an Order ending the tenancy earlier than it would end if the Landlords were required to serve the Tenant with a One Month Notice to End Tenancy for Cause and wait for the applicable notice period to expire.

Issues(s) to be Decided

1. Do the Landlords have grounds to end the tenancy early?

Background and Evidence

This tenancy started in April 2010. The Tenant and one of the Landlords (T.M.) are former spouses. The Tenant claims that he had an agreement with T.M. that he would receive free rent in exchange for looking after her rental properties. The Tenant said however, that the Landlord later sought to increase his rent to \$400.00 per month and when he disputed that, she relieved him from his duties and sought to charge him \$800.00 per month for rent. The Landlord (C.D.) disputed this and alleged that there was a different agreement between the Tenant and T.M (who is her daughter).

The Landlord (C.D.) said that on or about September 3, 2010 she served the Tenant with a 10 Day Notice to End Tenancy for Unpaid Rent and at that time he advised her that "he was on the edge, that he was going to kill himself and that now he might take someone with him." The Tenant denied this and claimed that he told the Landlord he hoped she was happy ruining his life. The Landlord also claimed that as a result of the dispute over rent, the Tenant sent a number of threatening text messages to T.M. which were delivered to and are now in the possession of the RCMP.

The Landlord (C.D.) said that on September 14, 2010, T.M. served the Tenant while he was sitting in his truck with a Notice of Direct Request Proceeding (for unpaid rent). The Landlord (C.D.) said that she waited in her vehicle a short distance away for T.M. with the passenger door open while this occurred. C.D. said she saw the Tenant open his window, throw out the documents and heard him yell at T.M. "it's not worth your life." C.D. said T.M. responded, "there you go threatening me again." C.D. said the Tenant

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had an angry look on his face, then “gunned” the accelerator of his vehicle and attempted to ram the passenger side of her vehicle and only narrowly missed her because she sped out of the way. The Tenant admitted to pulling out hastily but denied he was trying to ram the Landlords’ vehicle. The Tenant said he was unaware of where the Landlords’ vehicle was because he had been reading the documents and denied making any comments to T.M. when he threw the documents away.

As a result of these incidents, the Tenant was charged with uttering threats and with assault with a weapon. The Tenant is currently under conditions to have no contact with the Landlords. The Landlords argue that the Tenant poses a risk to their safety and that it is difficult to deal with matters at the rental property while the Tenant resides there under conditions to have no contact with them. The Tenant claims that he is not a violent person.

Analysis

Section 56 of the Act says that a Landlord may apply to end a tenancy earlier than it would end if a Notice to End tenancy for Cause under s. 47 of the Act had to be given. In order to succeed on such an application, the Landlord must show that one or more of the grounds set out in subsection 56(2) of the Act exists and that it would be unreasonable or unfair to have to wait for a Notice to End Tenancy under s. 47 of the Act to take effect.

Where the evidence of the parties differs regarding the above-noted events, I preferred the evidence of the Landlord (C.D.) as I found that the Tenant’s explanation of events was unclear and changed at times throughout the hearing whereas the Landlord’s was clear and consistent with the rest of the evidence. For example, the Tenant initially claimed that he said “something” to the Landlord when he got the 10 Day Notice on September 3, 2010. When asked what he had said, the Tenant claimed generally that it had to do with harm to himself. When asked to clarify further what he meant, the Tenant said he told the Landlord that he hoped she was happy ruining his life. The Landlord, on the other hand, recalled that the Tenant said he was going to kill himself and possibly take someone with him (implying T.M.). The Landlord also claimed that this was around the same time that the Tenant began sending threatening text messages to T.M. The Tenant admitted to sending “some” messages to the Landlord (T.M.) because he was angry but would not elaborate.

As a further example, the Tenant initially claimed that he almost hit the Landlords’ vehicle because he was mad and when he pulled out, he wasn’t paying attention to where the Landlords’ vehicle was parked. The Tenant admitted to opening his window to throw out the documents he said T.M. had thrown into his vehicle however he denied

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saying anything to her. However, the Landlord (C.D.) claimed that the Tenant was looking angrily toward T.M. as he threw the documents out of the window at her and yelled, "it isn't worth your life." T.M. did not attend the hearing but filed a brief written statement claiming that the Tenant tried to ram C.D.'s car. In the absence of any other evidence from T.M., I find that there is insufficient evidence to conclude that the Tenant intentionally tried to ram C.D.'s vehicle, however, I find it likely that he did verbally threaten T.M. as C.D. claimed. In particular, I find it unlikely that the Tenant, who was admittedly very angry over this incident, would take the time to roll down his window only to throw out the documents.

Consequently, I find on a balance of probabilities that the Tenant has made verbal threats to harm at least one of the Landlords and in doing so, has significantly interfered with or unreasonably disturbed the Landlords of the residential property. Although the Landlords argued that the Tenant poses a continuing threat to the Landlords, s. 56 of the Act only requires that the Tenant has done something to interfere with the Landlord; it does not require that there be a risk of that behavior recurring.

In the circumstances, I find that it would be unreasonable for the Landlords to have to serve the Tenant with a One Month Notice to End Tenancy for Cause and wait for the applicable notice period to expire. As a result, I find that the Landlords are entitled pursuant to s. 56 of the Act to an Order of Possession to take effect 2 days after service of it on the Tenant.

Conclusion

An Order of Possession to take effect 2 days after service of it on the Tenant has been issued to the Landlords. A copy of the Order must be served on the Tenant and may be enforced in the Supreme Court of British Columbia. 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 18, 2010.

Dispute Resolution Officer