



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC

Introduction

This hearing was scheduled to convene by way of conference call at 1:30 p.m. on this date to deal with the tenant's application for an order cancelling a notice to end tenancy for cause. The line remained open while the phone system was monitored for ten minutes and the only participant who called into the hearing during this time was the Respondent landlord.

The Applicant tenant failed to attend to present the claim, and the Respondent landlord appeared and was ready to proceed. The landlord has requested an Order of Possession.

Issue(s) to be Decided

Is the tenant entitled to an order cancelling a notice to end tenancy for cause?
Is the landlord entitled to an Order of Possession for cause?

Background and Evidence

The landlord testified that this month-to-month tenancy began on November 1, 2010. Rent in the amount of \$600.00 per month is payable in advance on the 1st day of each month, and there are no rental arrears. At the outset of the tenancy the landlord collected a security deposit from the tenant in the amount of \$300.00. The rental unit is a basement suite in a house. The landlord resides in another suite within the house, and another suite in the upper level is also rented out.

The landlord testified that he was assaulted by the tenant, and the tenant has caused damage to his property. He stated that the tenant was often verbally abusive to the landlord, and on May 26, 2011 the landlord observed the tenant breaking a plastic sheet that the landlord kept in the garden for standing on. The next day the tenant scolded the landlord about its esthetical appearance and eventually started to yell and scream and insult the landlord. On May 28, 2011 the tenant threatened the landlord by saying that if the landlord did not reduce the rent, the tenant would get biker friends to assault

the landlord. The tenant has used foul and threatening language toward the landlord in the presence of other tenants.

The landlord issued a 1 Month Notice to End Tenancy for Cause on May 28, 2011 by personally handing it to the tenant. The tenant responded that he was also going to give the landlord 1 month notice to vacate the rental unit. A copy of the landlord's 1 Month Notice to End Tenancy for Cause was provided in advance of the hearing. It is dated May 28, 2011 and contains an expected date of vacancy of June 30, 2011. It also states: "Tenant or a person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord." Another box on the document is also checked off, which states: "Tenant has engaged in illegal activity that has, or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord."

Since the issuance of the landlord's 1 Month Notice to End Tenancy for Cause, the landlord testified that on June 15, 2011 the tenant became angry and accused the landlord of stealing his mail at the commencement of a Canada Post strike, and broke the landlord's Christmas lights and broke the support holes. He then grabbed the landlord's arms, threatened to kill the landlord and attempted to punch him in the head. The landlord ducked in time and was able to retreat to the landlord's apartment. The landlord then heard the tenant breaking the glass on the landlord's door, breaking a venetian blind on the inside in the process, knocked over a heavy planter with a plant breaking the planter and branches of the plant. The tenant continued to break things and throw them at the landlord's door, broke another planter, threw the landlord's patio table over and threw a chair at the landlord's door. The tenant then smashed the glass pane on the garage door, broke a large wind chime and 2 statues, two large water fountains in the yard and 2 deer decorations. The police were called and the tenant was arrested and was ordered to not return to the landlord's property. The tenant has not returned, and the landlord asks for an Order of Possession effective June 30, 2011 at 1:00 p.m.

Analysis

The *Residential Tenancy Act* states that a landlord may end a tenancy by issuing a 1 Month Notice to End Tenancy for Cause if the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord. I have reviewed the copy of the notice to end the tenancy provided by the landlord, and I find that it complies with the *Act*. I further find that the events described by the landlord constitute a significant interference. I have not heard any evidence of other occupants being disturbed, although at least some of the events were observed by the other tenants, however, I am

satisfied that the tenant's threats, verbal abuse, and conduct have given rise to the landlord issuing the notice to end the tenancy, and that the landlord had cause to issue the notice. I further find that the assault and wilful damage on June 15, 2011 as described by the landlord is not to be considered in determining the validity of the notice to end the tenancy because those events took place after the notice was issued.

I further find that the landlord is entitled to an Order of Possession.

Conclusion

For the reasons set out above, I hereby grant an Order of Possession in favor of the landlord effective June 30, 2011 at 1:00 p.m. If the tenant is served with the order and fails 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.

In the absence of the tenant who made the application, I dismiss the tenant's application without leave to reapply.

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: June 29, 2011.

Residential Tenancy Branch