



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing dealt with an Application for Dispute Resolution made by the Landlord to end the tenancy early and obtain an order of possession.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the rules of procedure, however, I refer to only the relevant facts and issues in this decision.

Preliminary Matter

At the outset of the hearing, the Tenant alleged she had not received the Landlord's evidence until August 28, 2012, and she did not have an opportunity to file her evidence in reply. The Landlord testified he had a witness who would testify he served the Tenant with evidence on that date.

I found that the parties did not file their documentary evidence on time for the hearing, and therefore, I did not admit this documentary evidence. The hearing proceeded on oral testimony only from the two parties.

Issue(s) to be Decided

Is the Landlord entitled to end the tenancy early and obtain an order of possession?

Background and Evidence

The Landlord testified that on August 18, 2012, at approximately 3:18 a.m., the Tenant sent another occupant at the rental unit a threatening text message. The Landlord testified the message threatened the occupant that the male friend of the Tenant was ready to, "drown the occupant in the fucking river", or words to that effect.

Apparently the Tenant and this occupant were having a dispute regarding the position of the occupant's truck. The Tenant wished to conduct a garage sale and the occupant had moved his truck before, although this time there was some disagreement between the Tenant and this occupant.

The Landlord further alleged that the Tenant had threatened him with a pair of scissors. He testified he grabbed the scissors from the Tenant's hand and went to the police station to report this. The police apparently interviewed 2 other renters about this.

The Landlord has also issued the Tenant a Notice to End Tenancy for unpaid rent. He alleges the Tenant failed to pay rent for two months.

The Landlord testified that other renters in the building are complaining about the Tenant. According to the Landlord, other renters in the building are upset with the Tenant as she has had several arguments with them. According to the Landlord, another renter in the building has told him they will be moving because of this Tenant.

In reply, the Tenant testified that she did send the occupant a text message threatening that he would be drowned in the river. However, the Tenant testified that this message was taken out of context, as she was having a disagreement with this occupant about his truck and her garage sale. The Tenant testified that it was simply a matter of total frustration which caused her to send the threat, and she argued she did not mean it.

The Tenant denies attacking the Landlord with a pair of scissors and alleges that this is just a lie. The Tenant says the Landlord weighs more than twice what she does and she would not have a chance against the Landlord.

The Tenant alleges that the occupant tried to assault her with his truck when he moved it. The Tenant alleges the Landlord is not telling the truth. The Tenant further alleges the Landlord struck her and now she is suffering from whiplash.

The Tenant agreed she has not paid all the rent due.

Analysis

Based on the above, the affirmed testimony, and on a balance of probabilities, I find that the Tenant has significantly interfered with or unreasonably disturbed another occupant of the residential property by threatening that occupant with physical harm. I base this on the Tenant's own admission that she sent the text message.

It is unfortunate but true that we live in a day and in an age where people sometimes follow through on such threats and do harm people, and therefore, I find this threat must be taken very seriously, despite the Tenant's allegations it was taken out of context.

I also find and I am satisfied that it would be unreasonable and unfair to the Landlord or the other occupants to wait for a notice to end tenancy under section 47.

Therefore, pursuant to section 56 of the Act, I grant the Landlord an order of possession for the rental unit effective at **1:00 p.m. on September 7, 2012**, and I grant and issue the order in this form. This order may be enforced through the British Columbia Supreme Court.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: September 04, 2012.

Residential Tenancy Branch