



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Lookout Emergency Aid Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This is an application filed by the Landlord to end the tenancy early and obtain an order of possession and a monetary order for recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony. The Tenant states that he was only just served a few days prior to the hearing with the notice of hearing package and the submitted documentary evidence. The Landlord states that the Tenant was served with the notice of hearing package by posting it to the rental unit door on December 27, 2013. The Landlord has submitted a photograph of the package posted to the rental unit door. The Landlord has also submitted a handwritten statement of service with a witness (staff member) as confirmation. I find based upon the documentary evidence submitted by the Landlord that the Tenant has been properly served with the notice of hearing package and the submitted documentary evidence.

Issue(s) to be Decided

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

Is the Landlord entitled to a monetary order?

Background and Evidence

The Landlord seeks an early end to the tenancy and to obtain an order of possession. The Landlord states that the Tenant has breached the covenant of quiet enjoyment, jeopardized the well-being, safety and security of other residents and has endangered the safety of the Landlord's Agents. The Tenant disputes the Landlord's claims. The Landlord states that the Tenant has a history of abusive behaviour to staff and that on December 14, 2013 attended the Landlord's office to demand stored funds. The Tenant confirmed attending the Landlord's office for this reason. The Landlord states that during this incident, the Tenant made threats of violence against the Landlord's Agent, R.M. The Tenant disputes this stating that the Landlord was lying. The Landlord states that the Tenant said, "I am going to get you", which he took as a physical threat. The Landlord states at the time that there were other staff members present as witnesses and that the police were called. The Landlord has submitted a copy of a "incident report"

#1312, which states that the Tenant verbally threatened and physically accosted the resident manager. The Landlord has submitted copies of two letters from support workers and a security officer who confirm the Landlord's claims. The Tenant states that the letters are lies. The Tenant states that he has a good relationship with the security officer and does not know why he would support the Landlord's claims.

Analysis

I find on a balance of probabilities that I prefer the evidence of the Landlord over that of the Tenant. The Landlord has provided witness statements for the Landlord's claims of threats and violence against the resident manager by the Tenant. Although the Tenant has disputed the Landlord's claims, he has failed to provide any evidence to satisfy me that the claims made by the Landlord are false. The Tenant's own direct testimony state that he has a good relationship with the security officer who would have no reason to lie. The Landlord has established a claim for an early end to tenancy. The Landlord is granted 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.

The Landlord having been successful is entitled to recovery of the \$50.00 filing fee. I grant a monetary order for \$50.00 to the Landlord. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted an order of possession for an early end to the tenancy.
The Landlord is granted a monetary order for \$50.00.

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 14, 2014

Residential Tenancy Branch

