



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Greater Victoria Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET, FF

Introduction

This hearing dealt with an application by the landlord for an order to end the tenancy early and obtain an order of possession, and to recover the RTB filing fee

Both the landlord and tenant attended the teleconference hearing and gave affirmed evidence.

Issue(s) to be Decided

Is the landlord entitled to an order ending the tenancy early?

Background and Evidence

The tenancy agreement signed by the parties on June 4, 2013 indicates the tenancy started on June 1, 2013. The tenant is obligated to pay rent of \$320.00 monthly in advance on the first day of the month, as well as monthly payments of \$31.00 for cable and \$10.00 for an unspecified utility. The tenant paid a security deposit of \$239.00.

The landlord gave evidence that there have been two previous dispute resolution hearings, in which the tenant was successful in cancelling notices to end the tenancy. A neighbouring tenant ("JZ") gave evidence on behalf of the landlord at one of the previous hearings. JZ lives across the hall from the tenant in this application.

JZ gave affirmed evidence in this hearing that on the evening of May 23, 2014 the tenant made threats against him. JZ testified that the tenant was in the hallway yelling toward JZ's door "You f**king RAT!" and "If I see you on the street, you're a dead man!" He said this went on for some hours. JZ said he does not have a telephone, so he left his apartment to seek help. He went to the elevator and the tenant chased him. He then went to the first floor, but there was no one there. He saw the other elevator

coming down from his floor, so he took the first elevator to the 6th floor to borrow a neighbour's phone. As he reached his neighbour's door on the 6th floor, the other elevator opened and the tenant yelled to him "Going for help hey, you're going to need it. If I see you on the street I'm going to kill you." JZ said that he was shaking and called 911 from his neighbour's phone.

Constable SM of the Victoria Police Department gave evidence that officers responded to JZ's call on May 23, 2014. According to the police report, the tenant was volatile and appeared to be under the influence of alcohol and possibly medication.

The tenant gave evidence that he was drinking that night and does not remember a lot. He apologized for his behaviour toward JZ.

The landlord and Constable SM also gave evidence that the police have come to the residential building 21 times regarding the tenant in this application. The police have frequently attended the rental unit to see whether a certain 14-year old female is with the tenant. Constable SM gave evidence that the 14-year old female has been located at the rental unit on three occasions. The landlord seemed to suggest there was inappropriate behaviour by the tenant, but there were no specific allegations or evidence of wrongdoing and I have not considered evidence on this point further.

Analysis

Section 56 of the Act provides that a landlord may make an application for dispute resolution to request an order ending the tenancy on a date that is earlier than the tenancy would end if notice to end tenancy were given under Section 47 [landlord's notice: cause], and granting the landlord an order of possession in respect of the rental unit.

I accept the evidence of neighbouring tenant JZ that the tenant in this application made verbal death threats to him several times on the evening of May 23, 2014. I appreciate that the tenant in this application was intoxicated and has expressed remorse. However, I find the tenant's death threats significantly interfered with and unreasonably disturbed another occupant of the residential property. Furthermore, I find that it would be unreasonable and unfair to the neighbouring tenant to wait for a notice to end tenancy for cause to take effect, because the neighbour is very concerned for his safety.

I find that the landlord is entitled to end the tenancy early, based on the tenant's serious verbal threats to another occupant of the rental property. I grant the landlord an order of

possession which must be served on the tenant. Should the tenant fail to comply with the order, it may be filed for enforcement in the Supreme Court.

The landlord is also entitled to recover his RTB filing fee of \$50.00. The landlord may retain the sum of \$50.00 from the tenant's security deposit.

Conclusion

I grant the landlord an order of possession.

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 12, 2014

Residential Tenancy Branch

