



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, FF, MT

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the one month Notice to End Tenancy was sufficiently served on the tenant by posting on October 27, 2014. Further I find that the Application for Dispute Resolution/Notice of Hearing was personally served on the landlord on November 13, 2014. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the Notice to End Tenancy dated October 27, 2014?
- b. Whether the tenant is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written agreement that provided that the tenancy would commence on September 1, 2013, end on August 31, 2014 and become month to month after that. The tenancy agreement provided that the tenant(s) would

pay rent of \$1400 per month payable on the first day of each month. The tenant(s) paid a security deposit of \$700 and a pet damage deposit of \$700 on August 20, 2013. The tenancy agreement contained a Residential Tenancy Agreement Crime Free Housing Addendum in which the tenant agreed the he would not engage in any criminal activity on the property including any drug-related criminal activity.

The landlord seeks to end the tenancy on the following basis:

- MH witnessed the tenant and his girlfriend involved in a domestic dispute with each other. The girlfriend was the aggressor and was attempting to hit him with a pipe.
- The tenant's dog attacked another dog at an outside park. Charges were filed against the tenant and Animal Control came to the building and placed the dog on restrictions and advised fines would be levied if other problems occurred.
- Around the same time the landlord attempted to engage the tenant in a conversation and the tenant stated "I'm just going to burn everything down."
- On October 27, 2014 the tenant was engaged in another domestic dispute. The landlord was called by another resident in the building. MH attended and he could hear the arguing on the other side of the door. He tenant was saying that "your have to get his girlfriend out." MH called the police. The girlfriend left the suite. The police attended and determined that the tenant had been stabbed by his girlfriend.
- They also discovered what the police described as a "massive amount of drugs in the rental unit."
- The landlord testified the police were present in the tenant's apartment for approximately 9 hours. The tenant was arrested and spent a period of time in jail before being released.

The tenant testified as follows:

- He denies threatening the landlord although he did admit he was training his dog and was frustrated at the time.

- The tenant acknowledged he had an on and off again relationship with his ex-girlfriend. She lived with him for a period of time. They had a domestic dispute the previous evening. The ex-girlfriend became angry and left the rental unit. She subsequently returned and stabbed him. She also stole his dog although the dog was returned a few days later. .
- He testified he had a small amount of marijuana in the suite. He admitted he has been charged with assault and possession for the purpose of trafficking (marijuana).
- He blames the landlord for not taking proper steps to protect him.

Grounds for Termination

The landlord has the burden of proof to establish sufficient cause to end the tenancy on a balance of probabilities. The Notice to End Tenancy relies on section 47(1)(d), (e), and (f) of the Residential Tenancy Act. That section provides as follows:

Landlord's notice: cause

47 (1) A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:

...

(d) the tenant or a person permitted on the residential property by the tenant has

- (i) significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,
- (ii) seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or
- (iii) put the landlord's property at significant risk;

(e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

- (i) has caused or is likely to cause damage to the landlord's property,
- (ii) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
- (iii) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

Analysis

After carefully considering the disputed evidence I determined the landlord has established sufficient cause to end the tenancy for the following reasons:

- I determined that the tenant or person permitted on the property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the tenant. The tenant gave his ex girlfriend a set of keys and a FOB. The tenant is responsible for the conduct of his ex-girlfriend. The arguments and fighting that occurred within the rental unit amounted to a significant disturbance had a lengthy history. The stabbing which occurred on October 27, 2014 is a serious incident and raises legitimate concerns for the landlord and other residents in the building. One of the tenant's complaints was the landlord has failed to do enough to protect him. The tenant wanted the landlord to enter the suite to remove his girlfriend. The landlord phoned the police rather than put himself at risk.
- I am satisfied the tenant threatened the landlord when he threatened to "burn the place down." The fact the tenant was frustrated is not an excuse.
- The tenant was charged with possession for the purpose of trafficking after the police spent a lengthy period of time in the rental unit. I am satisfied there was a significant amount of marijuana in the rental unit. I determined this has caused or is likely to cause damage to the landlord's property and has adversely affect or is likely to adversely affect the quiet enjoyment, security safety and physical well-being of another occupant of the residential property.
- Even by the tenant's testimony he has breached the Crime Free Addendum to the Residential Tenancy Agreement which gives the landlord cause to end the tenancy.

Determination and Orders

I determined that the landlord has presented sufficient evidence to establish sufficient cause to end the tenancy on a balance of probabilities.. As a result I dismissed the tenant's application to cancel the one month Notice to End Tenancy. I order that the tenancy shall end on the date set out in the Notice. I further order that the application of the tenant for the cost of the filing fee be dismissed.

Order for Possession

The Residential Tenancy Act provides that where a landlord has made an oral request for an Order for Possession at a hearing where a dispute resolution officer has dismissed a tenant's application to set aside a Notice to End Tenancy, the dispute resolution officer must grant an Order for Possession. The landlord made this request at the hearing. The rent has been paid for December. **As a result I granted the landlord an Order for Possession effective December 31, 2014.**

The tenant must be served with this Order as soon as possible. Should the tenant fail to comply with this Order, the landlord may register the Order with the Supreme Court of British Columbia for enforcement.

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: December 12, 2014

Residential Tenancy Branch

