



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Mainstreet Equity Corp.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC MNDC RP LRE

Introduction

This hearing dealt with the tenant's application to cancel a notice to end tenancy, as well as for monetary compensation, an order for repairs and an order restricting the landlord's right to enter the rental unit. The tenant, the tenant's advocate and the landlord's agent participated in the teleconference hearing.

I determined that the issue of the notice to end tenancy took precedence, and only heard evidence on that issue. I will address the remainder of the tenant's application in the conclusion of my decision.

At the outset of the hearing, each party confirmed that they had received the other party's evidence. Neither party raised any issues regarding service of the application or the evidence. Both parties were given full opportunity to give affirmed testimony and present their evidence. I have reviewed all testimony and other evidence. However, in this decision I only describe the evidence relevant to the issues and findings in this matter.

Issue(s) to be Decided

Is the notice to end tenancy valid?

If so, is the landlord entitled to an order of possession?

Background and Evidence

On July 31, 2015 the landlord served the tenant with a notice to end tenancy for cause. The notice indicated several reasons for ending the tenancy, including (1) seriously jeopardizing the health or safety or lawful right of another occupant or the landlord; (2) engaging in illegal activity that has or is likely to (a) adversely affect the quiet

enjoyment, security, safety or physical well-being of another occupant or the landlord and (b) jeopardize a lawful right or interest of another occupant or the landlord.

Landlord's Evidence

The landlord outlined four actions of the tenant that resulted in the landlord issuing the notice to end tenancy. One of the actions was making threats to the landlord's agent, AT. The landlord submitted an audio recording of a voicemail message that the tenant left for another agent of the landlord, SL, on June 11, 2015. In the message the tenant stated, in part:

I suggest you keep that woman [AT] out of my apartment. Because I really had enough. She's pulling that "Oh, I feel so threatened" shit again. She does it again, I'll come straight at her. And I mean I'll come straight at her, she will get hurt. I'm not tolerating any more of her snotty fucking bullshit, cop or no cop.

AT stated that the tenant is physically aggressive and verbally combative toward her, and in the past has referred to her as a "fucking Asian." AT stated that as a result of the tenant's threats, she feels her safety is extremely threatened and she has suffered a lot of anxiety and stress.

In the hearing the landlord verbally requested an order of possession effective November 30, 2015.

Tenant's Response

The tenant stated that she suffers from numerous health problems, and the stress that AT has caused her for the last two years has aggravated her health problems. The tenant stated that she is "getting beyond annoyed with [AT] – she comes and stresses me out and antagonizes me." The tenant stated the threat she made toward AT in the voicemail message was not a physical threat, and she has no intent to physically harm AT. The tenant stated that she just thinks AT is incompetent at her job and she wants to give AT what she, the tenant, gets. The tenant submitted an audio recording of AT knocking at the tenant's door, which the tenant submitted showed AT's unprofessionalism and antagonism.

Analysis

I find that the notice to end tenancy dated July 31, 2015 is valid.

In her voicemail message, the tenant clearly threatened to “hurt” AT. The tenant expressed clear antagonism toward AT in the hearing. I find that the tenant uttered a threat of physical harm toward AT. This act constitutes a criminal offense and seriously jeopardizes AT’s ability to carry out her responsibilities as an agent of the landlord.

It was not necessary for me to consider other alleged causes to end the tenancy.

In the hearing the landlord orally requested an order of possession, and accordingly I grant the order of possession.

Conclusion

The tenant’s application to cancel the notice to end tenancy dated July 31, 2015 is dismissed.

The remainder of the tenant’s application is dismissed with leave to reapply.

I grant the landlord an order of possession effective November 30, 2015. 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.

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: October 15, 2015

Residential Tenancy Branch

