



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Riptide Investments Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution seeking an order of possession to end a tenancy early.

The hearing was conducted via teleconference and was attended by the landlord and two of the three named respondents.

### Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an order of possession to end the tenancy early and without notice, pursuant to Section 56 of the *Residential Tenancy Act (Act)*.

### Background and Evidence

The landlord submitted into evidence a copy of a tenancy agreement signed, on February 27, 2015 by the landlord and SR, as a representative of the respondent ITP. SR testified that ITP is a for profit company that assists tenants in establishing tenancies.

The tenancy agreement stipulates that the tenancy began on March 1, 2015 on a month to month basis for a monthly rent of \$1,075.00 due on the 1<sup>st</sup> of each month with a security deposit of \$537.50 paid.

The landlord submitted a copy of an additional document dated February 27, 2015 by the landlord and SR stating, in part, "Renting to: ITP the approved Sub Lease is to DM & RM. If either or both move out this tenancy agreement would expire unless new tenants would be approved by management of [the landlord]".

The landlord testified that the respondent ITP had paid only the first two month's rent and that ever since that the respondents RM and DM having been paying rent directly to the landlord. The landlord stated that he had not had dealings with SR for a long period of time.

The landlord testified that on February 29, 2016 he had advised RM that he could not be using a shed on the property for storage. He stated RM then threatened the landlord by saying that he was going to buy a shotgun and shoot the landlord. The landlord stated he had reported it to police and provided a police file number.

The landlord also submitted that the tenants had begun building a structure on the property that is supposed to be a greenhouse without his permission. He also stated that he couldn't figure out why they had called it a greenhouse because there was no glass in it. He stated they also had cut down a tree on the property.

The respondent DM testified that he agreed that respondent RM did not respond appropriately to the landlord when they were speaking about the storage. DM went on to say, however, that RM told him that he did not say he would shoot the landlord but rather that he was going to buy a shotgun to protect the storage. DM confirmed police contacted RM but that they said it was not a big deal.

DM also stated that when they first moved into the rental unit the house and yard required a lot of work to make it suitable. The tenant asserts he has increased the value of the property by over \$30,000.00. He confirmed that he did not have permission from the landlord to build the greenhouse and they have the glass to be installed.

### Analysis

Section 1 of the *Act* defines a tenancy agreement as an agreement, whether written or oral, express or implied, between a landlord and a tenant respecting possession of a rental unit, use of common areas and services and facilities, and includes a licence to occupy a rental unit.

Section 1 also defines a landlord as any of the following:

- (a) The owner of the rental unit, the owner's agent or another person who, on behalf of the landlord,
  - (i) permits occupation of the rental unit under a tenancy agreement, or
  - (ii) exercises powers and performs duties under this Act, the tenancy agreement or a service agreement;
- (b) The heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a);
- (c) A person, other than a tenant occupying the rental unit, who
  - (i) is entitled to possession of the rental unit, and
  - (ii) exercises any of the rights of a landlord under a tenancy agreement or this Act in relation to the rental unit;
- (d) A former landlord, when the context requires this.

From the testimony of both parties, I find the landlord RI Ltd and ITP entered into a tenancy agreement on February 27, 2015 that included an agreement for the tenant ITP to sublet the rental unit to RM and DM. I find the intention of the tenancy agreement

was to provide a residential property to the tenant ITP for the purpose of having her rent the property to RM and DM to use as residential property. I also find RI Ltd's tenant ITP is the landlord to RM and DM.

For these reasons, I accept jurisdiction in the matters between the landlord RI Ltd and the tenant ITP.

Section 56(1) of the *Act* states a landlord may submit an Application for Dispute Resolution to see an order ending a tenancy on a date that is earlier than the tenancy would end if notice to end the tenancy were given under Section 47 (1 Month Notice to End Tenancy for Cause).

Section 56(2) states the director may grant an order of possession based on such an application if:

- a) 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,
  - iii. Put the landlord's property at significant risk;
  - iv. engaged in illegal activity that
    - a) Has caused or is likely to cause damage to the landlord's property,
    - b) 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
    - c) Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
  - v. has caused extraordinary damage to the rental unit or residential property; and
- b) It would be unreasonable, or unfair to the landlord or other occupants, to wait for a notice to end the tenancy under Section 47 to take effect.

A threat can be defined as a declaration of an intention to injure a person, property, or the rights of another. A threat is an action of such a nature and extreme that it is intended to unsettle the victim's mind.

Based on the testimony of both parties, I find that on February 29, 2016 RM did threaten the landlord. Regardless of the precise wording I find RM threatened the landlord's agent DJ with a violent response intended to dissuade the landlord from taking away a service or facility, whether or not the landlord had the right to do so.

I find the nature of the threat to be an extreme response to a minor landlord/tenant issue that could have easily been resolved between themselves by discussing the matter or

by RM applying for dispute resolution to have an arbitrator determine what would be the appropriate course.

Despite my finding above that there is no tenancy relation between the landlord RI Ltd and RM and DM, the tenant ITP is responsible for the conduct of her tenants RM and DM.

As such, based on the threat alone, I find that RM has given the landlord cause to end the tenancy between landlord RI Ltd and the tenant ITP, pursuant to Section 56(2)(a). I also find that the nature of RM's response to the minor issue of storage is so extreme that it would be reasonable that the landlord be fearful of any interactions with RM.

Therefore, I find the landlord has established that it would be unreasonable for the landlord to have to wait for 1 Month Notice to End Tenancy for Cause to take effect, pursuant to Section 56(2)(b).

### Conclusion

I find the landlord is entitled to an order of possession effective **two days after service on the tenant**. This order must be served on the tenants. If the tenants fail to comply with this order the landlord may file the order with the Supreme Court of British Columbia and be 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: May 06, 2016

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Residential Tenancy Branch