



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

matter regarding COAST FOUNDATION SOCIETY (1974)
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

CNC

Introduction

This hearing was convened as a result of the Tenant's Application for Dispute Resolution, received at the Residential Tenancy Branch on February 9, 2017 (the "Application"). The Tenant applied for an order cancelling a 1 Month Notice to End Tenancy for Cause, dated January 31, 2017 (the "1 Month Notice"), pursuant to the *Residential Tenancy Act* (the "Act").

The Tenant attended the hearing on his own behalf. During the hearing, the Tenant advised he had witnesses available. Although informed that I would hear the evidence of any witnesses he wished to call, the Tenant elected to proceed without their testimony. The Landlord was represented at the hearing by C.G. and R.C., agents. All parties giving evidence provided a solemn affirmation.

The Tenant testified that his Application package, including the Notice of a Dispute Resolution Hearing and documentary evidence, was served on the Landlord by providing a copy to an agent of the Landlord, in person. Although the Tenant was unable to specify a date for service, C.G. acknowledged receipt on February 9, 2017. I find the Landlord was duly served with and received the Tenant's Application package on February 9, 2017.

The Landlord submitted documentary evidence in response to the Tenant's Application. According to C.G., it was served on the Tenant, in person, on February 22, 2017. The Tenant acknowledged receipt. I find the Landlord's documentary evidence was duly served on and received by the Tenant on February 22, 2017.

No further issues were raised with respect to service or receipt of the above documents. The parties represented at the hearing and were ready to proceed. The parties were provided with the opportunity to present evidence orally and in written and documentary form, and to make submissions to me.

I have reviewed all evidence and testimony before me that met the requirements of the Rules of Procedure; however, I refer to only the relevant facts and issues in this Decision.

Issue to be Determined

Is the Tenant entitled to an order cancelling the 1 Month Notice?

Background and Evidence

On behalf of the Landlord, C.G. provided oral testimony concerning an incident that took place on January 3, 2017, during which the Tenant became involved in a verbal and physical conflict with two other tenants. C.G. testified that the Tenant took an aggressive stance and tone during the incident, and that the situation continued to escalate although staff intervened and separated the parties. For example, C.G. stated that the Tenant shook the door of an office into which one of the tenants had been taken. Once the event had been resolved, one tenant had been pushed and the other tenant had been punched. Police services were called as a result of the incident and attended later the same evening. However, C.G. testified to her understanding that that no further steps were taken by police.

Although unavailable during the hearing, C.G. stated the incident was captured by video surveillance that shows the Tenant pushing one tenant and punching another. She added that a staff member appeared to be a target of the Tenant's anger, although this may have been incidental. C.G. described the video footage as "pretty serious and pretty scary...intense".

Although C.G. testified there were a number of other tenants and staff nearby, none were called to provide testimony. However, the Landlord submitted an Incident and Accident Safety Reporting Form, completed by a staff member, describing the incident in detail. C.G. confirmed the Landlord's desire to obtain an order of possession if the Tenant's Application is dismissed.

In reply, the Tenant acknowledged he was involved in an argument with other tenants in the building. With respect to the pushing incident, the Tenant testified he did push a tenant away because the tenant was pushing his head against the Tenant's chest saying "Hit me! Hit me!" Although the Tenant denied the Landlord's allegation that he punched another tenant, he acknowledged that he got angry and over-reacted during the altercation. The Tenant stated he is physically bigger than the other tenants and acknowledged that he can be loud and intimidating. However, he testified that he is against violence.

The Tenant confirmed that, despite issues with the Landlord, he loves living in his rental unit and wishes to have the 1 Month Notice cancelled.

Analysis

Based on the affirmed oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 47 of the *Act* permits a landlord to end a tenancy for cause by issuing a notice to end tenancy. In this case, the Landlord issued the 1 Month Notice on the basis that the Tenant has significantly interfered with or unreasonably disturbed another occupant or the Landlord.

On behalf of the Landlord, C.G. described an incident on January 3, 2017, during which the Tenant pushed one tenant, punched another, and acted in an intimidating and threatening manner. She advised the incident was captured on video surveillance footage. C.G.'s oral testimony was supported by an Incident and Accident Safety Reporting Form, which described the event in detail.

Although the Tenant denied that he punched a tenant, he acknowledged being loud and intimidating, over-reacting to the situation, and pushing a tenant. After careful consideration of the documentary evidence and oral testimony provided, I find the Tenant's actions significantly interfered with and unreasonably disturbed other occupants and the Landlord. Although the Tenant denied punching another tenant, I find that the pushing incident, and acting in a loud and intimidating manner, are sufficient bases to end the tenancy. Accordingly, I find that the 1 Month Notice is upheld and the Tenant's Application is dismissed.

When a tenant's application to cancel a notice to end tenancy is dismissed and the notice complies with section 52 of the *Act*, section 55 of the *Act* requires that I grant an order of possession to the landlord. A copy of the 1 Month Notice was submitted with the Landlord's documentary evidence. I find the 1 Month Notice complies with section 52 of the *Act*. Accordingly, pursuant to section 55 of the *Act*, I find the Landlord is entitled to an order of possession, which will be effective two (2) days after service on the Tenant.

Conclusion

The Landlord is granted an order of possession, which will be effective two (2) days after it is served on the Tenant. The order of possession may be filed in and enforced as an order of the Supreme Court of British Columbia.

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: March 2, 2017

Residential Tenancy Branch