



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes ET

Introduction

This hearing was convened in response to an application by the Landlord for an early end to the tenancy and an order of possession pursuant to section 56 of the *Residential Tenancy Act* (the “Act”).

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the Landlord entitled to end the tenancy without any notice?

Background and Evidence

The tenancy started on May 1, 2014. The Landlord states that around 9:30 p.m. on June 18, 2017 the Landlord received a call from a tenant, one of the persons who provided a Witness letter for the Landlord, that a big incident occurred during a social drinking gathering with the tenant and 3 other tenants where the Tenant got drunk and was threatening these tenants by stating that he had a gun and would use it and that he had connections to a criminal gang. The Landlord states that he was told that the gathering ended when the other tenants took the Tenant back to his unit. The Landlord states that upon receiving the call he called the police. The Landlord states that the police searched the unit and found no gun. The Landlord states that the police took statements from the other tenants. No charges were laid. The Landlord states that

there are elderly tenants in the building and that some of them called the Landlord to see what was going on. The Landlord states that some showed genuine terror. The Landlord states that he did not ask these tenants for witness letters. The Landlord states that a day prior to this incident the Tenant was bragging about having a gun. The Landlord states that he now has great concerns about working at the building as the Tenant had indicated that the Tenant was not afraid to use his gun on the Landlord. The Landlord states that there have never been any problems before or since this incident and that the Landlord has no knowledge of the Tenant being drunk and previously causing a disturbance. The Landlord provides two Witness letters from two of the tenants that were at the gathering on June 18, 2017. These letters set out the details of the incident and feelings of embarrassment and disappointment for having the Tenant at their drinking social.

The Tenant states that he does not own a gun nor does he have any gang connections. The Tenant states that on June 18, 2017 he was invited by the 3 tenants to join them for drinks and did so. The Tenant states that one of the other tenants, one of the Landlord's Witnesses, drove him to the liquor store and also shared his own alcohol with the Tenant. The Tenant states that he is a diabetic and that on this occasion the Tenant forgot to take his insulin and did not eat. The Tenant states that one of the tenants became drunk and passed out by 9:00 p.m. and that another of the tenants had started drinking before the Tenant arrived. The Tenant states that the next thing he knew the other tenants, the Landlord's witnesses, took the Tenant to his unit. The Tenant states that the next recall is of the police arriving and searching his unit for a gun. The Tenant states that they did not find any gun and then left. The Tenant states that he then went to one of the Witnesses' unit and asked what was going on and why the police were called. The Tenant states that the Witness told the Tenant that none of them called the police. The Tenant states that none of the Witnesses told him that they were afraid of him. The Tenant provides his own Witness letters. The Tenant states that other tenants, including the Landlord's Witnesses, also make statements about what they would like to say to the Landlord.

Analysis

Section 56 of the Act provides that a landlord may seek to end a tenancy early without giving notice to the tenant and be granted an order of possession where the tenant has done any of the following:

- (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) caused extraordinary damage to the residential property, and

it would be unreasonable, or unfair to the landlord or other occupants of the residential property, to wait for a notice to end the tenancy for cause to take effect.

Although the Landlord is concerned about threats made by the Tenant, I note that these were drunken threats and as there were no police charges I conclude that the police did not consider the threats serious enough to warrant criminal charges. I do not consider therefore that the Tenant carried out any illegal act. Although the Landlord states that there is genuine fear among the tenants, or that the other tenants feel terrorized as a result of this incident I note that there are no witness letters to this effect or indicating any extent of disturbance, interference or jeopardy. I do not accept that if someone feels so terrorized they would remain silent. There is no evidence that the tenants who felt terrorized provided statements to the police due to their fear of retaliation or retribution.

I note that the one of the Landlord's Witness letter sets out the incident, does not indicate any feelings of fear and the content of the letter indicates that despite the Tenant's behavior the Witness never left the incident in fear. The other Witness letter for the Landlord only indicates embarrassment and disappointment from an unpleasant scene. There was no damage to anything or anyone. Although the Landlord indicates that he himself is fearful I also note the Landlord's evidence that the Tenant has not acted this way before and there is no evidence that the Landlord provided a statement to the police about his fears in order to support criminal charges or a restraining order. For these reasons and as this was only a one- time incident of drunken and stupid behavior, I find that the Landlord has not substantiated a serious and urgent nature for ending the tenancy without any notice. I therefore dismiss the Landlord's application.

Conclusion

The Landlord's application is dismissed.

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: July 28, 2017

Residential Tenancy Branch