



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BROWN BROS AGENCIES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET

### Introduction

This hearing dealt with the landlord's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act") seeking an order to end the tenancy early and receive an order of possession.

An agent for the landlord (the "agent"), the tenant and the boyfriend of the tenant attended the teleconference hearing. The agent and tenant gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions to me.

The tenant confirmed receiving the evidence package from the landlord and confirmed that she did not submit any documentary evidence in response to the landlord's application.

### Preliminary and Procedural Matter

At the outset of the hearing, the tenant stated that thought this matter was "petty and silly" and that she didn't realize that the landlord would have an agent present at the hearing so she wanted time to get her own agent. As a result, and after considering Rules 7.9 of the Residential Tenancy Branch (the "RTB") Rules of Procedure (the "Rules") which set out the criteria for adjournments, I determined that due to this matter being related to alleged physical harm against the resident manager by the boyfriend of the tenant, I declined the tenant's request for an adjournment. I find there would be prejudice to the landlord in delaying this hearing as the tenant confirmed receiving being served with the Notice of Hearing document which clearly includes information and a link to the RTB Rules which include information about agents and evidence. Given the above, the hearing proceeded.

### Issue to be Decided

- Is the landlord entitled to end the tenancy early and obtain an order of possession?

### Background and Evidence

The parties confirmed that the tenancy began on March 1, 2016. The agent submitted an email from the Resident Manager, D.L. (the “manager”) which supported what the agent testified to which included that the tenant and her boyfriend “George” (the “boyfriend”) were leaving the rental unit building, and that the boyfriend hit the manager. In addition, the manager then called the police and the tenant and the boyfriend left and then returned with the boyfriend and that the boyfriend was yelling at the manager and came toward her like he was going to hit her and then grabbed her by the throat, called her a transphobic slur and threatened to end her life. The agent also provided a police file number and name of the investigating police officer which has been included on the cover page of this decision.

The tenant’s response to the agent’s testimony and the email were that when her and boyfriend left the building when the manager called them “addicts” so she walked across the street and didn’t see anything until she turned around and saw her boyfriend push the manager and claims the manager was holding the arm of her boyfriend. The tenant agrees that the manager stated she was going to call the police and that the tenant and the boyfriend briefly left and returned and that her boyfriend got in the manager’s face and was “very threatening” towards her and that is “when we got into a fight” and that her boyfriend has been working on his anger management for years so he walked away.

The tenant then asked for her boyfriend to give testimony which was not permitted as I find the tenant’s testimony to be contradictory in that she first admits they “got into a fight” and that her boyfriend pushed the manager and was “very threatening” and “was in the manager’s face” but that he walked away. The tenant denies hearing any transphobic slurs or threats to end the life of the manager.

### Analysis

Based on the documentary evidence and the testimony provided by the parties during the hearing, and on a balance of probabilities, I find and I am satisfied that the tenant’s boyfriend that was permitted on the rental property by the tenant has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another

occupant by physically pushing the resident manager which I find to be assaultive behaviour and that there is no room for assaultive behaviour in a tenancy. I also disagree with the tenant that this matter is “pretty and silly” as claimed by the tenant. I don’t find it necessary to consider the other allegations made by the landlord based on my finding regarding assaultive behaviour.

I am also satisfied that it would be unreasonable and unfair to the landlord and resident manager and the other occupants of the rental building to wait for a notice to end tenancy under section 47 of the *Act*.

Therefore, pursuant to section 56 of the *Act*, **I grant** the landlord an order of possession for the rental unit effective not later than **two (2) days** after service of the Order on the tenant. This order may be enforced through the Supreme Court of British Columbia.

I find the tenancy ends this date, **October 6, 2017** pursuant to section 56 of the *Act*.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*. Pursuant to section 77 of the *Act*, a decision or an order is final and binding, except as otherwise provided in the *Act*.

Dated: October 6, 2017

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Residential Tenancy Branch