



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("Act") for an Order of Possession for cause pursuant to section 55.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The corporate landlord was primarily represented by their agent TB (the "landlord"). The tenant spoke on his own behalf and was assisted.

As both parties were present service of documents was confirmed. The tenant confirmed receipt of the 1 Month Notice to End Tenancy for Cause dated March 12, 2019, the landlord's application for dispute resolution dated April 2, 2019 and evidence. The tenant did not submit any documentary evidence. Based on the testimony I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for cause?

Background and Evidence

This periodic tenancy began in May 2018. The rental unit is a suite in a multi-unit building. There is a front reception area where the building staff are situated.

The landlord said that the tenant has behaved in an aggressive and threatening manner towards the staff on multiple occasions. The hostile interactions have been documented and the police have been called on several occasions when the

interactions have escalated to threats by the tenant. The landlord testified that the incidents have been followed up with the tenant after each occurrence. The landlord has issued warning letters to the tenant on May 10, 2018, February 1, 2018 and March 1, 2018. The landlord also submits that the tenant or a person permitted onto the property by the tenant has caused damage to the property by breaking the door to the rental unit. The landlord also provided into documentary evidence photographs showing that weapons were found inside the suite during routine inspections.

The landlord submitted into documentary evidence copies of the warning letters issued to the tenant, photographs of the damage caused and the weapons found and a summary letter enclosed with the 1 Month Notice stating the detailed reasons why they are seeking to end the tenancy.

The tenant disputes that their behaviour has been so egregious that it would give rise to cause to end the tenancy. The tenant acknowledges that he is large in stature and may be physically intimidating to some of the staff. However, the tenant testified that he has never threatened the other residents of the building or the staff. The tenant acknowledged that the interactions may have become heated on occasions as he feels the staff have treated him unfairly. The tenant states that while the interactions may be somewhat adversarial they have never included threats towards the staff.

Analysis

Section 47 of the *Act* provides that upon receipt of a notice to end tenancy for cause, the tenant may, within 10 days, dispute the notice by filing an application for dispute resolution with the Residential Tenancy Branch. I find that the tenant has failed to file an application for dispute resolution within the 10 days of service granted under section 47(4) of the *Act*. Accordingly, I find that the tenant is conclusively presumed under section 47(5) of the *Act* to have accepted that the tenancy ends on the effective date of the 1 Month Notice, April 30, 2019.

While the 1 Month Notice is not signed by the landlord on the first page of the Notice, I accept the evidence of the parties that the landlord included a typewritten letter outlining the reasons for the Notice to be issued which was signed and dated by the landlord. In accordance with section 68(1) of the *Act*, I amend the notice as I am satisfied that the landlord provided their signature on the additional page issued with the 1 Month Notice.

I find that the rest of the landlord's 1 Month Notice meets the form and content requirements of section 52 of the *Act* as it is in the approved form and clearly identifies

the parties, the address of the rental unit, the effective date of the notice and the reasons for ending the tenancy.

I accept the landlord's evidence that the tenant's interactions with the landlord's staff has been sufficiently hostile that they have jeopardized the health and safety of other occupants or the landlord. While the tenant characterizes their behaviour as aggressive but not threatening, I find that the landlord's testimony and documentary evidence showing the pattern of hostile interactions to show that the staff clearly felt that the tenant was threatening their health and safety. I accept the landlord's evidence that the staff are sufficiently trained and experienced to discern the difference between rough-edged behaviour and utterances that are unacceptable threats. I find that there is sufficient evidence on a balance of probabilities that the tenant's behaviour crossed the line such that there was cause to issue the 1 Month Notice on the basis of jeopardizing the health and safety of other occupants or the landlord.

Therefore, I find that the landlord is entitled to an Order of Possession pursuant to section 55 of the *Act*. As the effective date has passed I issue an Order of Possession effective two days after service.

Conclusion

I grant an Order of Possession to the landlord effective **two days after service**. Should the tenant or any occupant on the premises fail to comply with this Order, this Order may be filed 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: May 17, 2019

Residential Tenancy Branch