



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: ET, FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the landlord for an early end to tenancy and obtain an order of possession, and to recover the filing fee from the tenant.

The landlord attended the hearing. As the tenant did not attend the hearing, service of the Notice of Dispute Resolution Hearing was considered.

The Residential Tenancy Branch Rules of Procedure states that the respondent must be served with a copy of the Application for Dispute Resolution and Notice of Hearing.

The landlord testified the Application for Dispute Resolution and Notice of Hearing were served on July 18, 2019. The landlord stated that they went to the rental unit and the tenant was working on a vehicle and the tenant told them to put it on the door. I find the tenant was served on July 18, 2019, as they told the landlord to put it on the door.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The landlord testified that on June 23, 2019, they attend the rental unit to serve the tenant with a One Month Notice to End Tenancy for Cause. The landlord stated that the tenant pulled a gun out and threatened them to leave or they would be shot.

The landlord testified that they contact the police and the police told them that the tenant had a license to possess a firearm and that this was a Residential Tenancy Branch matter.

The landlord testified that on June 27, 2019, they again attended the rental unit and post to the door a 10 Day Notice to End Tenancy for Unpaid Rent, which no rent has been paid for June and July 2019. Filed in evidence is a copy of the Notice.

The landlord testified that they are afraid of the tenant and seek an order of possession.

Analysis

Section 56 of the *Act* allows a landlord to request an order of possession to end the 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) if one or more of the following applies:

- 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, or
 - 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 rental unit or residential property;
- b) In addition, 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 under Section 47 to take effect.

I am satisfied, based on the undisputed testimony provided by the landlord that the tenant seriously jeopardized the health or safety or lawful right or interest of the landlord.

On June 23, 2019, the landlord attended the rental premise to serve the tenant with a notice to end tenancy. The landlord was threatened by the tenant with a firearm and was told they would be shot if they did not leave the property. I find any threat of violence is sufficient to end the tenancy, especially in this case with a firearm.

I accept the evidence of the landlord that they were told by the local police that they would not intervene because the tenant had a licence to possess firearms. I find this concerning as a licence to possess a firearm does not give the licensee the right to abuse the licence and use it to threaten or intimate anyone, such as in this case. Using a firearm to threaten or intimidate anyone is a serious criminal offence and a violation of firearms license.

In addition to the above, I find it would be unreasonable and unfair for the landlord of the residential property, to wait for a notice to end the tenancy under Section 47 to take effect. Threats of violence and any use of firearm is unconscionable.

Based on the above finding, I find the landlord is entitled to an order of possession.

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 tenant. If the tenant fails 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. The **tenant is cautioned** that costs of such enforcement are recoverable from the tenant.

Since the landlord was successful with their application, I find the landlord is entitled to recover the filing fee from the tenant. I authorize the landlord to retain the amount of **\$100.00** from the tenant's security deposit in full satisfaction of this award.

Although the 10 Day Notice to End Tenancy for Unpaid Rent was not an issue subject to this application. The notice was filed as evidence and undisputed by the tenant. The tenant is conclusively presumed to have accepted the notice and must vacate the rental unit in accordance with the Act.

Conclusion

The landlord is granted an order of possession.

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 30, 2019

Residential Tenancy Branch