



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MCLAREN HOUSING SOCIETY OF
BC and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes ET

Introduction

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

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

The parties confirmed receipt of all evidence submissions and there were no disputes in relation to review of the evidence submissions.

Issue to be Decided

Is the landlord entitled to an order of possession?

Background and Evidence

The tenancy began on October 1, 2013. Rent in the amount of \$375.00 was payable on the first of each month. A security deposit of \$492.00 was paid by the tenant.

The landlord's agent testified that on August 20, 2019, the tenant entered the ground floor library, which is a common area of the building. The agent stated that the tenant approached another occupant, who was in the library, yelling and demanding their money back for the drugs that the tenant had purchased from the occupant. The agent stated that the resident support worker and the building manager who went to the library in the attempt to de-escalate the matter heard the argument.

The landlord's agent testified that another occupant that was not involved in the incident saw that the tenant had a pocketknife. The video recording also showed the tenant with a knife; however, they were unable to get a copy of the video made in time to comply with the rules of evidence.

File in evidence is a copy of the incident report written by R.M, which reads in part,

"a verbal altercation occurs between ... and ... which could be heard from the B.A. office. (tenant) communicates that he had purchased drugs from ... and wants his money back as he was not satisfied with the quality of his purchased drugs. (tenant) communicates that he and ... can settle their differences outside and persists that... meet him outside. ... at approximately 10:19 am, (tenant) exits through the front door but verbally makes a threat towards ... with the following paraphrase: "He's going to get stabbed". ..."

[Reproduced as written]

File in evidence is a copy of the incident report written by T.P, which reads in part,

"On August 20, 2019 at approximately 1015 hrs this writer and (staff) heard yelling coming from the library and witnessed ... (tenant) yelling at ... the writer entered the library and ... stated "he said he's going to stab me". This writer never saw a knife in (tenants) hand due to the angle this writer was standing but a witness that was sitting on the couch reported seeing (tenant) pull a knife from his pocket and gesture it towards ..."

[Reproduced a written.]

The tenant testified that there were no hard feeling between him and the other occupant. The tenant stated that the occupant had left the money at the front counter. The tenant denied they pulled a knife on the occupant.

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 testimony of the landlord's agent and the documentary evidence of the landlord that the tenant significantly interfered with and unreasonably disturbed other occupants, and put the property at serious risk.

In this matter the tenant approached another occupant and was yelling, which other occupants of the building heard, and the landlord's workers had to attend the area to de-escalate the argument.

Further, the tenant was angry that the drugs that they had purchased, from another occupant were not to their satisfaction, and was demanding their money back. Purchasing illegal drugs and then arguing over the quality of those drugs on the landlord's property put the landlord's property and occupants at serious risk.

While the tenant denied using a knife, I find it more likely than not that they had a knife. It was seen by another occupant that was not involved in the matter and threats of stabbing the other occupant were heard.

I am also satisfied, based on the evidence that it would be unreasonable, and 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, as any acts of violence, and illegal drug disputes are not acceptable.

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.

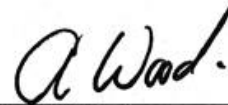
Since the landlord was successful with their application, I find the landlord is entitled to recover the filing fee from the tenant. I authorize the landlord to retain the amount of **\$100.00** from the tenant's security deposit in full satisfaction of this award.

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: September 11, 2019



A. Wood, Arbitrator
Residential Tenancy Branch