



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, FF

Introduction

On July 28, 2019, the Tenants submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") seeking to cancel a One Month Notice to End Tenancy for Cause dated July 22, 2019 ("the One Month Notice").

The matter was scheduled as a teleconference hearing. The Landlord and Tenants appeared at the hearing. The hearing process was explained, and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue to be Decided

- Does the Landlord have sufficient cause to end the tenancy?

Background and Evidence

Both parties testified that the tenancy began on December 1, 2018, and is on a month to month basis. Rent in the amount of \$950.00 is due by the first day of each month. The Tenants paid the Landlord a security deposit of \$475.00.

The Landlord served the One Month Notice to the Tenant by posting the Notice to the Tenants door on July 22, 2019.

The Landlord selected the following reasons for ending the tenancy within the One Month Notice:

Tenant or a person permitted on the property by the Tenant has:

- *Seriously jeopardized the health or safety or lawful right of another occupant or the Landlord*

In the One Month Notice, the details of the cause are as follows:

On July 21, 2019 the suite caretaker was informed of a situation that occurred on the buildings common property, the Tenant assaulted another Tenant by striking them over the head with a cane which resulted in the Tenant having to receive medical attention needing 8 stitches in his head.

The One Month Notice has an effective date (the date the Tenant must move out) of August 31, 2019. The One Month Notice provides information for Tenants who receive the Notice. The Notice states that a Tenant has the right to dispute the Notice within 10 days after receiving it by filing an Application for Dispute Resolution at the Residential Tenancy Branch.

The Tenant disputed the one Month Notice on July 28, 2019 within the required time frame.

The Landlord testified that the Landlord wants to end the tenancy due to an assault by the Tenant Mr. K.G. on another occupant who lived on the rental property.

The Landlord testified that on July 21, 2019 Mr. K.G. and the occupant were involved in a disagreement/ incident where they exchanged words. The Tenant discussed the issue with the onsite manager and stated that he wanted to take an axe to the occupant's door. Later that day Mr. K.G. assaulted the occupant by striking him on the head with a cane. The occupant has since moved off the rental property in September 2019.

The Landlord provided a copy of a written statements from witnesses including a statement from the occupant who was assaulted. The occupant's statement provides that the occupant was standing with others in the back-parking lot area when Mr. K.G. came up behind him and hit him with his cane and proceeded to chase him while swinging his cane. The occupant yelled for Mr. K.G. to stop and eventually Mr. K.G. stopped and went to his vehicle and fled the scene. The occupant's statement provides that police and an ambulance attended the scene and the occupant received eight stitches in his head.

In response to the Landlord's testimony, the Tenants testified that this is a matter of self - defence. The Tenants provided testimony that Mr. K.G. was earlier confronted by the occupant in the laundry room and the occupant threatened to drop him. Mr. K.G. called the onsite manager for assistance and was informed to provide a written complaint.

Mr. K.G. testified that he attempted to call 911; however, they were busy. He testified that he decided to drive to the police station to make a complaint. He testified that when he went outside, he walked up to the occupant and said, "*don't threaten me*". He testified that the occupant raised his hand like he may hit him, or push him down, so he defended himself by striking the occupant on the head with the cane.

Mr. K.G. testified that the occupant started to yell and scream and Mr. K.G. got to his truck and drove away to file a complaint with police.

The Tenants provided testimony that the occupant has anger issues and has threatened many other Tenants living on the property.

The Tenants provided a witness, Ms. K.R. who testified that the occupant picks on the weak and has been threatening other Tenants. She testified that she has reported the occupant to the police.

Analysis

In the matter before me, the Landlord has the onus of proof to prove that the reason for ending the tenancy in the Notice is valid and sufficient. Based on the evidence and testimony before me, I make the following findings:

I find that on July 21, 2019, the Tenant, Mr. K.G. assaulted an occupant of the rental property by striking him on the head with a cane. I find that the assault was serious as it required medical attention and stitches.

With respect to the Tenants' submission that Mr. K.G. was acting in self -defense. I am not satisfied that Mr. K.G.'s actions were justified. Even if the occupant was of bad character, I find that it was Mr. K.G. who approached the occupant and Mr. K.G.'s action of striking the occupant with a cane was excessive; beyond a reasonable level of self-defense.

I find that due to the assault, Mr. K.G. seriously jeopardized the health or safety or lawful right of another occupant of the rental property.

The Tenants' application to cancel the One Month Notice is dismissed. The tenancy is ending.

Under section 55 of the Act, when a Tenant's application to cancel a Notice to end tenancy is dismissed and I am satisfied that the Notice to end tenancy complies with the requirements under section 52 regarding form and content, I must grant the Landlord an order of possession.

I find that the One Month Notice complies with the requirements of form and content. The Landlord is entitled to an order of possession effective at 1:00 pm on October 31, 2019.

The Landlord is granted an order of possession effective no later than 1:00 pm on October 31, 2019, after service on the Tenants. This order may be filed in the Supreme Court and enforced as an order of that Court.

Conclusion

The Tenant's application to cancel the One Month Notice to End Tenancy for Cause dated July 22, 2019, is dismissed.

The Landlord is granted an order of possession effective no later than 1:00 pm on October 31, 2019, after service on the Tenants.

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: October 02, 2019

Residential Tenancy Branch