



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COUNTRY VILLAGE HOMES CORP. DBA: THE  
HIGHLANDS and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      ET, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- an early end to this tenancy and an order of possession pursuant to section 56;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed the landlord served the tenant with the notice of hearing package and the submitted documentary evidence posted to the rental unit door on January 12, 2021. The tenant also confirmed that no documentary evidence was submitted. Extensive discussions took place on the landlord's service of the submitted documentary evidence. At first the tenant argued that no such evidence was received, but after several referrals to documents in the landlord's evidence submissions, the tenant confirmed that he had received the landlord's evidence. I find that both parties have been sufficiently served and as such are deemed sufficiently served as per section 90 of the Act.

### Issue(s) to be Decided

Is the landlord entitled to an early end to the tenancy and an order of possession?  
Is the landlord entitled to recovery of the filing fee?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

In this case the landlord has provided written details which states,

*Mr. G. has verbally threatened the manager of the Highlands (T.H.) as well as staff and other residents with violence. He claims to have a hand gun and has threatened to use it. The RCMP has been called repeatedly in response to Mr. G's threats....He has caused an unsafe workplace in a seniors home. Please issue an immediate/emergency eviction to Mr. R.G., before these threats escalate and are acted upon by him and a person is harmed or hurt.*

[reproduced as written]

The landlord clarified that the tenant has threatened the manager, T.H. and staff with harm. The landlord stated that the tenant had threatened to call the police that he would attempt to commit suicide by telling the police he had a handgun and will use it. The landlord provided undisputed affirmed testimony that the tenant had stated on January 4, 2021 that he had a colt 45 in his rental suite and would use it on himself after using it on the landlord. The landlord stated that the police were called immediately. The police attended and conducted a thorough search of the rental suite finding several boxes of ammunition which were seized.

The tenant argued that he did not own a handgun anymore and that the ammunition seized by the police were shotgun shells, part of a collection which the tenant had been saving.

The landlord also stated that there was an ongoing assault in which the tenant had assaulted another resident by driving his mobility scooter into that person. The landlord stated that the police were called, but no action was taken. The tenant disputes this claim arguing that he was the one assaulted and that no police were called.

I note that during the hearing the tenant repeatedly argued that he was the victim being targeted by the landlord.

### Analysis

In accordance with section 56 of the Act, in receipt of a landlord's application to end a tenancy early and obtain an order of possession, an arbitrator may grant the application where the tenant has:

- significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
- seriously jeopardized the health and safety or a lawful right or interest of the landlord or another occupant;
- put the landlord's property in significant risk;
- engaged in illegal activity that:
  - has caused or is likely to cause damage to the landlord's property;
  - 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
  - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- caused extraordinary damage to the residential property.

In addition to showing at least one of the above-noted causes, the landlord must also show why it would be unreasonable or unfair to the landlord to wait for a 1 Month Notice to take effect.

A one month notice to end tenancy for cause is the standard method of ending a tenancy for cause. An order to end tenancy early pursuant to section 56 requires that there be particular circumstances that lend urgency to the cause for ending the tenancy. That is the reason for the requirement that the landlord show it would be "unreasonable or unfair" to wait for a cause notice to take effect.

In this case, the allegation of the landlord in which the tenant had threatened the safety or well-being of the landlord (landlord's agent and staff) with a handgun is clear. The landlord referenced no documentary evidence in support of this claim. The tenant had argued that he does not own a handgun and that the ammunition seized were for a shotgun shell collection. However, I note that during the hearing the tenant was repeatedly argumentative that he was the victim of the landlord in this case but did not deny the landlord's claim. As such, I find on a balance of probabilities that I prefer the evidence of the landlord over that of the tenant. I find that the tenant did threaten the safety or well-being of the landlord. Despite providing no documentary evidence for this application, I find that the landlord provided consistent and believable evidence concerning the conduct of the tenant. In comparison, the tenant in disputing the claims of the landlord did not deny threatening the landlord, but repeatedly argued that he was the victim being targeted by the landlord and other residents. I find that despite the police having made no findings of an illegal act, the tenant poses a safety risk to the landlord and other residents. The landlord had satisfied me that an order for an early

end to the tenancy is warranted. The landlord's application is granted. The landlord is granted an order of possession to be effective 2 days after it is served upon the tenant.

The landlord having been successful is also entitled to recovery of the \$100.00 filing fee.

### Conclusion

The landlord is granted an early end to the tenancy and an order of possession.  
The landlord is granted a monetary order for \$100.00.

These orders must be served upon the tenant. Should the tenant fail to comply with this order, the orders may be filed in the Supreme Court of British Columbia and the Small Claims Division of the Provincial Court of British Columbia enforced as an order of those Courts.

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: February 1, 2021

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Residential Tenancy Branch