



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## DECISION

Dispute Codes      MNDC

### Introduction

A substantial amount of documentary evidence, photo evidence, and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

### Issue(s) to be Decided

This is a request for a monetary order for \$25,000.00

### Background and Evidence

The applicant is claiming that:

- The landlord unjustly evicted him from the rental property and as a result of the eviction and the bailiff's actions he has suffered significant losses.
- He was given just over 2 1/2 months to vacate his rental property, when approximately 1 year would have been more reasonable considering the number of years he had been on the property and the amount of items he had to remove.
- The landlord used the legal system to have a bailiff remove him and as a result he is suffering a significant financial loss in property taken by the bailiff, items that were stolen, plus lost anticipated income.

- He also lost a significant amount of money by having to sell his possessions in a panic at pennies to the dollar.
- He also believes the landlord owes him rental money for allowing an occupied trailer to be parked on the rental property for a good portion of his tenancy, and refusing to pay him any rent.
- He also invested a substantial amount of his own money into upgrading the property.

The applicant estimates his losses and landlord debt as follows:

losses resulting from eviction	\$30,500.00
Total	\$48,242.00

The applicant has reduced his claim to \$25,000.00 to fall within the jurisdiction of the Residential Tenancy Branch.

The respondent testified that:

- She gave the proper notice required under the Residential Tenancy Act, and even waited till spring to give the notice so that the tenant would not have to vacate the winter.
- The tenant did not comply with the notice and as a result she applied for and received an Order of Possession, and had to hire a bailiff, at significant expense,, to remove the tenant from the property.
- She had fully intended to demolish the rental unit however she subsequently lost the rental unit in a divorce settlement to her ex-husband and therefore was unable to comply with her original intentions.
- She believes the tenants claim is totally unfounded and that he full claim should be dismissed.

### Analysis

It is my decision that the applicant has not established any claim against the respondent.

The tenant was given a valid Notice to End Tenancy and failed to comply with that notice and as a result the landlord had to have a bailiff remove him from the property.

The landlord took all legal steps in this eviction, and although the tenant may have liked to have had one year to vacate, the Residential Tenancy Act only requires the landlord to give two clear months notice to end tenancy, and the landlord complied with that requirement.

The majority of the losses claimed by the tenant are the result of his failure to comply with the requirements of the Residential Tenancy Act and I will not allow his claim against the landlord for losses that resulted from his failure to comply.

Further the tenant has not provided any evidence to show that the landlord usurped a portion of his property and rented it to someone else to place their trailer on the property.

Further the tenant has not provided any evidence of having done significant upgrades to the rental property, nor that there was ever any agreement that the landlord would pay him for any upgrades that he may have done.

It is also my finding that the Notice to End Tenancy was given in good faith, and although the landlord did not end up demolishing the rental unit, it was due to reasons that were beyond your control and could not have been foreseen.

### Conclusion

This application is dismissed in full without leave to reapply.

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: March 07, 2011.

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Residential Tenancy Branch