



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

CNC, MNDC, FF

### Introduction

This hearing was convened in response to the Tenant's Application for Dispute Resolution, in which the Tenant applied to set aside a Notice to End Tenancy for Cause; for a monetary Order for money owed or compensation for damage or loss; and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Tenant stated that he has moved most of his property out of the rental unit and he wishes to withdraw his application to set aside the Notice to End Tenancy.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions.

### Issue(s) to be Decided

Is the Tenant entitled to financial compensation because he was served with a Notice to End Tenancy for Cause, served pursuant to section 47 of the *Residential Tenancy Act* (Act)?

### Background and Evidence

The Landlord and the Tenant agree that on April 09, 2013 a 1 Month Notice to End Tenancy for Cause was served to the Tenant, which declared that the Tenant must vacate the rental unit by May 09, 2013. The reasons stated for ending the tenancy on the Notice to End Tenancy were that the Tenant or a person permitted on the property by the Tenant has put the Landlord's property at significant risk and the Tenant knowingly gave false information to a prospective tenant or purchaser of the rental unit/site or property/park.

The Landlord stated that the Notice to End Tenancy was served for a variety of reasons, including the fact that the Tenant erected a sign on the property that read "Danger enter at your own risk". The Landlord stated that the rental property was listed for sale on

October 02, 2012 and he believed the sign negatively impacted his ability to sell the property.

The Tenant stated that he erected two signs, one of which was on the Landlord's property and one of which was on an adjacent property facing the Landlord's property. He agreed that the signs read "Danger enter at your own risk". He stated that he erected the signs as there were vehicles and equipment "hidden" in the long grass, which he believed posed a risk to anyone viewing the property.

The Tenant is seeking compensation, in the amount of \$25,000.00, for lost income he attributes to being served with this Notice to End Tenancy, which he contends is frivolous and groundless. He stated he has lost sleep over the matter and has had to turn down work in order to respond to the Notice.

### Analysis

Section 47(1)(j) of the *Act* authorizes a landlord to serve a tenant with a Notice to End Tenancy if the tenant has knowingly given false information about the residential property to a potential purchaser.

Without determining whether or not the Landlord could have ended the tenancy on the basis of the signs that were erected, as that is no longer an issue in dispute in these proceedings, I find it was reasonable for the Landlord to serve the Tenant with a Notice to End Tenancy as a result of the signs that were erected. I find that it was reasonable for the Landlord to be concerned that the signs would negatively impact his ability to sell his property, as a potential purchaser may have elected not to even view the property as a result of the signs.

I specifically note that a Landlord has the right to serve a Notice to End Tenancy if the Notice is served for a reasonable purpose, even if it is determined at a subsequent dispute resolution proceeding that the Landlord did not actually have the right to end the tenancy on the basis of the Notice. A Tenant would only be entitled to compensation for being served with a Notice to End Tenancy in circumstances where it can be clearly shown that the Notice was served for the purposes of harassing the Tenant, which has not been established in these circumstances.

Section 67 of the *Act* authorizes me to order a landlord to pay tenant compensation only when the tenant suffers a loss as a result of the landlord breaching the *Act* or the tenancy agreement. As I do not find that the Landlord breached the *Act* when he served the Tenant with this Notice to End Tenancy, I dismiss the Tenant's claim for any losses incurred as a result of being served with the Notice.

### Conclusion

As the Tenant has failed to establish the merit of his Application for Dispute Resolution, his application to recover the filing fee is dismissed.

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 09, 2013

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Residential Tenancy Branch

