



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **SETTLEMENT and DECISION**

### **Dispute Codes**

AS, DRI, ERO, FF, LAT, LRE, MNDC, O, OLC, PSF, RP, RR

### **Introduction**

This hearing was convened in response to an application by the tenant to:

- Dispute an additional Rent increase
- Money owed or compensation for damage or loss under the Act, regulation or tenancy agreement
- For the landlord to comply with the Act or tenancy agreement
- Make emergency repairs to the rental unit
- Provide services or facilities required by Law
- Suspend or set conditions on the landlords right to enter the rental unit
- Authorize a tenant to change the locks to the rental unit
- Allow a tenant to assign or sublet because landlord's permission has been unreasonably withheld.
- Allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided
- Recover the filing fee for this application in the amount of \$100.

Both parties attended the conference call hearing and participated with their submissions and sworn testimony and were permitted to ask questions.

At the outset of the hearing the parties reached an agreement to settle portions of these matters to the satisfaction of both parties and as partial resolve of this application, on the following conditions:

1. the tenant and landlord agree the tenancy will end **January 31, 2010**. The tenant will vacate on this date and the tenancy will end.
2. The parties agree the landlord will receive an Order of Possession effective **January 31, 2010**. The landlord will serve the tenant with the Order of Possession and the tenancy will end.

3. **On January 16, 2010** the tenant will pay the landlord one half month's rent for the balance of January 2010 in the amount of \$532.50, and will not be obligated for any further rent or compensation to the landlord for any loss of revenue beyond January 31, 2010.
4. The tenant agrees to allow the landlord to show the rental unit to prospective tenants, given proper notice by the landlord.
5. The landlord and tenant will inspect the rental unit together at the time the tenant vacates and will mutually determine the outcome of the security deposit.

On the basis of the aforementioned settlement agreement I expressly decline to consider in this decision the following claims or portions of the tenant's application as they are no longer sought or are only pertinent to a surviving tenancy.

- Dispute an additional Rent increase
- For the landlord to comply with the Act or tenancy agreement
- Make emergency repairs to the rental unit
- Provide services or facilities required by Law
- Suspend or set conditions on the landlords right to enter the rental unit
- Authorize a tenant to change the locks to the rental unit
- Allow a tenant to assign or sublet because landlord's permission has been unreasonably withheld.
- Allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided.

These claims on application are hereby preliminarily **dismissed** without leave to reapply.

The tenant's application is rendered as only a monetary claim and it proceeded on its merits.

### **Issues(s) to be Decided**

Is the tenant entitled to the monetary amounts acclaimed?

### **Background and Evidence**

There is considerable contrast and discrepancy in the testimonial evidence put forth by the parties. The undisputed evidence is as follows. The tenancy began September 16, 2009 as a fixed term tenancy ending March 31, 2010. Monthly rent is payable on the 16<sup>th</sup> of the month in the amount of \$1065. At the outset of the tenancy the landlord collected a security deposit in the amount of \$532.50.

The evidence and facts in dispute are as follows. The tenant claims that the landlord gave the tenant verbal permission at the outset of the tenancy to sublet their rented residential property to international students. The tenant testified that on the landlord's verbal permission they sought for two student individuals to sublet two of the bedrooms within the three bedroom rental unit – until such time as the landlord notified them by e-mail that they did not have the landlord's permission to do so. The landlord testified - strongly denying giving the tenant permission to sublet and strongly objected to them doing so as they determined the household (rented by other tenants in addition to the applicant) could not support additional occupants and would cause hardship on all tenants of the household. The tenants provided a quantum of e-mails alluding to the appearance of permission by the landlord, or at best, implied consent of the landlord by their silence on the subject. The tenant acknowledged the lack of written or supporting evidence that the landlord agreed to the sublet to international students. The landlord testified that once they became aware the tenant was seeking students to sublet the rental property they advised the tenant to cease. The tenant is seeking loss of revenue from the intended subletting of the international students, for five (5) full months (including the half month of September 2009) X 2, at \$700 per student, for a total of \$7000.

The tenant further testified that since moving into the rental unit, co-tenants of the residential property were noisy and disrupted the tenant's right to quiet enjoyment. The tenant complained to the landlord. The tenant and landlord agreed that some of the co-tenants were disruptive and the landlord acted on the tenant's complaints and eventually evicted the problem tenants. The landlord testified they acted on the tenant's

complaint in as timely and a reasonable manner as possible. The tenant seeks compensation for the period before the disruption to their quiet enjoyment was remedied, in the amount of \$200 per month X 2 months = \$400. In addition the tenant seeks compensation for the landlord's inattentiveness to a long list of small repairs and issues with the rental unit. The landlord attended to some of the items, although they claim they never received the itemized list of repairs and issues from the tenant; but, many of the items were not resolved.

### **Analysis**

On the preponderance of the evidence and on the balance of probabilities, I prefer the evidence and testimony of the landlord, that permission was never extended to the tenant to sublet their rented residential property, either in writing or verbally. The tenant did not provide sufficiently substantive or credible evidence of the purported permission by the landlord, and did could not provide evidence of written consent or permission by the landlord to sublet. I further find the landlord's reasons for withholding consent to be reasonable. As a result, the portion of the tenant's application claiming loss of revenue due to the lack of written consent to sublet, is hereby **dismissed without leave to reapply**.

On the preponderance of the testimony of both parties, I find I mostly prefer the evidence of the tenant in respect to their claim of compensation for general disruption of their right to quiet enjoyment. I find the tenant is entitled to some compensation for disruption to their right of quiet enjoyment, during the initial portion of their tenancy, as well as some compensation in respect to the itemized list of small repairs and issues which were never resolved. Due to the global nature of the issues, I find it appropriate to grant the tenant global compensation in the amount of **\$300** for this portion of their claim. As the tenant was partially successful in their application, I grant the tenant partial recovery of their filing fee in the amount of **\$25** - for a total entitlement of **\$325**.

**Conclusion**

**I grant** the landlord an Order of Possession, effective **January 31, 2010**. The landlord is being given this Order. The tenant must be served with the Order of Possession. If the landlord serves the Order of Possession on the tenant and the tenant fails to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

**I grant** the tenant a Monetary Order under Section 67 of the Act in the amount of **\$325**. The tenant is being given this Order. If necessary, this order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: January 15, 2010.

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Dispute Resolution Officer