

DECISION

Dispute Codes CNC, MNDC, OPB, FF

Introduction

This is an application by the Tenant to cancel a notice to end tenancy for cause and a request for a monetary order for compensation for damage or loss under the Act. The Tenant is also seeking the recovery of the filing fee.

The Landlord has also filed an application for an order of possession resulting from a notice to end tenancy for breaching an agreement with the Landlord. The Landlord is also seeking the recovery of the filing fee.

Both parties attended by conference call and gave affirmed testimony.

Issues(s) to be Decided

Does the Landlord have cause to end the tenancy?

Is the Tenant entitled to a monetary order for compensation for damage or loss under the Act?

Background and Evidence

The Landlord asserts that the Tenant violated the tenancy agreement by failing to gain permission from the Landlord as indicated in section 8 of the tenancy agreement.

Section 8, titled as **ADDITIONAL OCCUPANTS**.

When a person is not listed in paragraph 2 above, resides in the premises for a period in excess of two weeks in any calendar year, he shall be deemed to be occupying the premises contrary to this Agreement and without the right or permission of the Landlord.

This person shall be considered as a trespasser. Where the Tenant anticipates an additional person in the rented premises, he shall promptly apply in writing for permission from the Landlord for such person to become a permanent occupant.

Failure to apply and obtain the necessary approval of the Landlord in writing is

considered a fundamental breach of this Agreement. The Landlord may at his option give immediate notice of termination of the Agreement or may at his option give notice to the Tenant to immediately correct the breach. The Landlord has the right to terminate the tenancy immediately, if the Tenant fails to immediately correct the said breach.

The Tenancy Agreement show A. C. as the Tenant as well as an authorized adult occupant. Other occupants listed are S. W., and S. B. The Tenant has stated that the occupant S.B. only resided at the rental unit for the first four months of the tenancy and that various other occupants have occupied the rental unit over the years with the Landlord's knowledge.

The Landlord's witness, C.G. has given evidence that the Tenant should take corrective action to have the Tenant's witness S.W. attend to apply and get written permission from the Landlord to become a Tenant. The Tenant's witness S.W. has given evidence that a sublet took place from April to the end of October, where 3 separate sublets took place. The 3 additional occupants were charged \$600.00 each for staying approximately 2 months each.

The Tenant is seeking a monetary claim of \$1,137.50. The Tenant has argued that the piping renovation was a disruption for approximately 5 weeks from March 16 to April 15 or 16. The Tenant has put forward that only 100 of the 740 sq. ft. space has not been affected by the renovations and at \$1.45 per sq. ft. he feels that he should only pay \$200.00 for the usable space. The Landlord has stated that the affected area was much smaller. The water pipe renovations were confined to the area behind the kitchen sink and the bathtub around the pipes and the tile area surrounding base of the bathtub as illustrated in the Landlord's diagram shown in exhibit "k" of evidence. Exhibit "o" also in the Landlord's evidence shows no sign of renovation as of April 6, 2010. The Landlord admits that all renovation proceeded in a timely manner except for the bathroom portion, in particular the bathtub renovation took longer than expected. The Landlord has submitted in evidence in exhibit "f" that an offer was made to resolve the dispute over the inconvenience of the renovations. This offer consisted of a \$250.00 payment to the Tenant and that the Landlord would also cover the Tenant's filing fee of \$50.00.

Analysis

I find that the Landlord has established cause to end the tenancy. The Tenant had 3 additional occupants over a 7 month period without seeking written permission from the Landlord. Based on the above facts, I find that the Landlord is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail 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 find that the Tenant has not established their claim for the monetary order request of \$1,137.50. No physical evidence of disruption was shown to have occurred.

Section 16 of the Residential Tenancy Policy Guideline's allow an arbitrator to award "nominal damages", which are a minimal award. These damages may be awarded where there has been no significant loss or no significant loss has been proven, but they are an affirmation that there has been an infraction of a legal right. I award to the Tenant \$250.00 minus the Landlord's filing fee of \$50.00 for a total of \$200.00. The Landlord has been successful in their application and is entitled to the recovery of this fee.

Conclusion

The Landlord is granted an order of possession.

The Tenant is granted a monetary order for \$200.00.

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: November 03, 2010.

Dispute Resolution Officer