



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MNDC, OPT, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution made by the Occupants, seeking a monetary order for compensation under the Act or tenancy agreement, an order of possession for the rental unit and to recover the filing fee for the Application.

The Occupants and a witness appeared, gave affirmed testimony, and provided documentary evidence.

The Occupants testified that they served the Tenant with the Notice of Hearing and Application for Dispute Resolution by registered mail, sent to the rental unit address of the Tenant. I find the Tenant has been duly served in accordance with the Act, by registered mail to the rental unit.

### Issues(s) to be Decided

Are the Occupants entitled to a monetary order against the Tenant?

Are the Occupants entitled to an order of possession for the rental unit?

### Background and Evidence

The male Occupant made a monetary loan to the Tenant. When the Tenant was unable to repay the loan she invited the male Occupant to occupy a bedroom in the rental unit.

Later on, the male Occupant requested the money be repaid to him by the Tenant as he required the money for a rent payment. The Tenant proposed that she would give up the rental unit to the male Occupant and would make all the arrangements with the Tenant's Landlord to sublet the rental unit, although the male Occupant would have to pay her more money. The Tenant then left the rental unit and provided the male Occupant with an ineffective mailing address.

The male Occupant apparently invited the female Occupant to occupy a bedroom in the rental unit.

The female Occupant testified that some days later, the building manager at the rental unit property tried to forcibly enter the rental unit which the Occupants were in. The Occupants called the police and the police told the Occupants to leave the rental unit. According to the testimony of the Occupants, the Landlord or building manager has not returned their property.

The female Occupant testified that the tenancy agreement between the Tenant and her Landlord required prior approval for a sublease, however, the Landlord has made it clear to them they are not going to enter into a tenancy agreement with the Occupants.

### Analysis

Based on the above, the evidence and testimony, and on a balance of probabilities, I find that the Application of the Occupants must be dismissed.

Under the Act and tenancy agreement, the Occupants did not gain any rights or obligations in the tenancy agreement between the Tenant and the Landlord. It is clear that the Tenant did not receive prior consent from the Landlord to sublet the rental unit to the Occupants. Therefore, I find the Occupants are not entitled to an order of possession for the rental unit under the Act, and they are not entitled to occupy the rental unit without the Landlord's written permission.

I further find that the Occupants have no jurisdiction under the Act to make a monetary claim against the Tenant. The Occupants have no standing under this Act for such a claim. It is likely they should have made an application in Provincial Court (Small Claims) for a monetary claim against the Tenant, however, they should seek legal advice on the proper court to proceed in.

Therefore, the entire claim of the Occupants is dismissed, 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: December 07, 2010.

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Dispute Resolution Officer