



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes AS, FF, MNDC, O, OLC

### Introduction

This hearing dealt with an application by the tenant seeking a monetary order for compensation, an order to have the landlord comply with the Act, an order to allow the tenant to sublet their unit. Both parties participated in the conference call hearing. Both parties gave affirmed evidence.

### Issues to be Decided

Is the tenant entitled to any of the above under the Act, regulations or tenancy agreement?

### Background and Evidence

The tenancy began on or about February 1, 2011 for a one year term. Rent in the amount of \$1400.00 is payable in advance on the first day of each month.

The tenant gave the following testimony; wished to sublet his unit for three months while he went on a family vacation, sent one e-mail to the landlord requesting this, says the landlord categorically denied his request, the landlord is using the strata bylaws as an excuse to deny subletting and is seeking \$4500.00 as compensation.

The landlord gave the following testimony; made inquiries to the Strata corporation and was informed that three months is a short term sublet and was not allowed under the bylaws of the property.

### Analysis

The landlord submitted an e-mail from August 23, 2011 from the tenant advising that he had two potential renters to sublet the unit, the landlord's e-mail response was that he would be willing to take on the new tenants but was waiting for a response from the Strata Manager if he was able to sublet.

The landlord provided an e-mail from August 24, 2011 from the Strata and Rental Property Manager stating the applicable by law prohibiting the short term subletting of rental units and that three months is a short term sublet.

The tenant's position was that the landlord has unreasonably withheld consent to sublet his unit. The tenant is relying on an e-mail from August 20, 2011 where the landlord initially denied the request.

As explained to the parties at the outset of the hearing the onus or burden of proof is on the party making the claim, in this case the tenant. Based on the evidence provided by the tenant for this hearing and testimony given by both parties I find that the tenant has failed to satisfy me that the landlord had unreasonably withheld consent to sublet. The landlord provided clear documentation that he was willing to grant the tenant's request but was bound by the bylaw's of the Strata management.

The tenant has not been successful in his application.

### Conclusion

The tenant's application is dismissed in its entirety 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: November 29, 2011.

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Residential Tenancy Branch