



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD, MNDC

Introduction

A substantial amount of documentary evidence and written arguments has been submitted by the parties prior to the hearing. I have thoroughly reviewed all submissions.

I also gave the parties the opportunity to give their evidence orally and the parties were given the opportunity to ask questions of the other parties.

All testimony was taken under affirmation.

Issue(s) to be Decided

This is a request for a monetary order for \$17,500.00 and a request for recovery of the \$100.00 filing fee.

Background and Evidence

The applicants argued that:

- They believe the tenant breached their verbal agreement and the Residential Tenancy Act by subletting one of the rooms in the rental unit to another person.
- There is nothing in the tenancy agreement stating that the tenant cannot take in any second person, however the tenant verbally agreed that he would be the only person living in the rental unit.

- At the end of the tenancy they found out that the tenant had taken in sub tenants during the tenancy and collected a total of \$17,500.00 in rent from those sub tenants.
- Had they known that there would be more than one person living in the rental unit they would have charged more rent.
- They therefore believe that the tenant should paid them all the money collected from the sub tenants.

The respondent argued that:

- There is nothing in the written tenancy agreement stating that he is not allowed to bring a roommate.
- He disputes that there was ever a conversation with the landlord where he agreed to not have a roommate.
- He did not breach the tenancy agreement or the Residential Tenancy Act, and he paid the full amount of rent required under the tenancy agreement and therefore the landlords have suffered no loss whatsoever.
- He believes this claim has no validity.

Analysis

It is my finding that the applicants do not have a claim against the tenant.

There is nothing in the tenancy agreement that limits the number of occupants in the rental unit and therefore there is no breach of the tenancy agreement.

The landlords claim that the tenant breached a verbal agreement, however the tenant denies that there was ever such a verbal agreement. The burden of proving a claim lies with the applicant and when it is just the applicants word against that of the respondent that burden of proof is not met.

Further there is no breach of the Residential Tenancy Act either, because the respondent did not sublet the rental unit, he took in a roommate and continued to live in the rental unit himself with the roommate.

Further even if the tenant had breached the tenancy agreement or the Act the landlords would have to show that they suffered a loss as a result of that breach, however in this case the landlords have suffered no loss whatsoever. The tenant paid the full rent required under the tenancy agreement for the full term of the tenancy.

Conclusion

This application is dismissed in full 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: April 25, 2012.

Residential Tenancy Branch