



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Madison Villa Ent Ltd  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes AS, OLC, MNDC, FF

### Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for the Landlord to comply with the tenancy agreement – Section 65;
2. An Order allowing the Tenant to sublet the unit – Section 65;
3. A Monetary Order for compensation - Section 67;
4. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions.

### Issue(s) to be Decided

Is the Tenant entitled to an order allowing the sublet of the rental unit?

Is the Tenant entitled to an order that the Landlord comply with the tenancy agreement or Act?

Is the Tenant entitled to the monetary amounts claimed?

### Background and Evidence

The tenancy started on February 1, 2014. Rent of \$1,077.00 is payable monthly on the first day of each month. The tenancy agreement provides that the Tenant may assign or sublet the rental unit to another person with the written consent of the Landlord. The tenancy agreement further provides that if the tenancy agreement is for a fixed length of

6 months or more the Landlord must not unreasonably withhold consent and that if the Landlord unreasonably withholds consent to sublet the Tenant may apply for arbitration under the Act. The tenancy agreement is currently a month to month tenancy.

The Tenant states that the Landlord refused to consider the Tenant's request to sublet his unit and provided no reasons for this refusal. The Landlord states that while the Landlord would consider a sublet the Tenant did not provide any information about the prospective sublets for the Landlord to consider and therefore the Landlord refused to allow the sublet.

The Tenant state that he wished to sublet the unit for an indeterminate term but expects to return after 6 months and that he does not wish to change his tenancy into a fixed term agreement. The Tenant states that because the Landlord withheld consent to sublet the unit the Tenant incurred extra expenses by having to pay rent in two different locations and the Tenant reduces his claim for compensation to \$900.00.

### Analysis

Section 65(1)(g) of the Act provides that an order may be made that a rental unit may be sublet if the landlord's consent has been unreasonably withheld contrary to section 34(2). Section 34(2) of the Act provides that if a fixed term tenancy agreement is for 6 months or more the landlord must not unreasonably withhold the consent. These sections therefore mean that the Landlord's consent for a sublet is not so restricted where the tenancy agreement is on a month to month basis. As there is no fixed term in this situation, I find that the Tenant has not substantiated an entitlement for an order that the unit may be sublet regardless of the basis for the Landlord withholding its consent. I also find that the Tenant has not substantiated that the Landlord is out of compliance with or has breached either the Act or the tenancy agreement. As a result I find that the Tenant is also not entitled to compensation or any order for compliance. I therefore dismiss the Tenant's application.

Conclusion

The Tenant's application is dismissed.

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: March 20, 2015

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Residential Tenancy Branch

