



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened to deal with an Application for Dispute Resolution by the Tenant who is seeking an order that the Landlord permit her to assign or sublet the rental unit.

The hearing was conducted by conference call and both parties participated in the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony.

Issues to be Decided

- Is the Landlord unreasonably withholding permission to assign or sublet the rental unit?

Background and Evidence

The tenancy commenced on May 1, 2015, as fixed term tenancy for one year to continue thereafter as a month to month tenancy. Rent in the amount of \$1,360.00 is due on the first day of each month. A security deposit of \$680.00 was paid to the Landlord by the Tenant. A copy of the Tenancy agreement was provided as evidence.

The Tenant testified that she does not understand why the Landlord will not allow her to have a friend move into the rental unit. She testified that the Landlord previously let her have a roommate, but is now saying no. The Tenant testified that it is written on the tenancy agreement that there is a maximum of two residents in one bedroom.

The Landlord testified that she acknowledges the tenancy agreement states a maximum of two residents in one bedroom and agrees that she previously gave permission to the

Tenant to have a roommate. The Landlord testified that she writes "two residents in one bedroom" on her tenancy agreements to restrict the number of occupants to a maximum of two. The Landlord testified that there was an issue where the Tenant had a roommate without her permission, and she only discovered this when the roommate moved out and called her directly because the Tenant would not return her security deposit.

The Landlord testified that following the unapproved roommate, she permitted the Tenant to have another roommate on the condition that the Tenant sign an agreement. The agreement states that when the tenancy ends with the subtenant, the Tenant agrees to rent the suite on her own as the original tenancy application dated April 16, 2015. The Agreement was signed on December 7, 2015. The Landlord testified that for reasons of safety of residents and the wear and tear of roommates frequently moving in and out and due to the agreement, she is not granting permission.

The Tenant responded by confirming that she did sign the agreement with the Landlord, but she believed she needed to sign it or else her tenancy would be at risk.

The appendix to the tenancy agreement provided by the Landlord as documentary evidence states that only Tenants listed in the tenancy agreement are permitted to live in the premises and that with respect to replacement roommates, permission/approval must be given in advance and in writing by the Management.

Analysis

Based on the evidence before me, the testimony of the parties, and on a balance of probabilities, I find that the Tenant signed an agreement with the Landlord that she would rent the unit on her own after her subtenant moved out. I find that this agreement became a new term and condition of the tenancy.

I do not accept the Tenants submission that the agreement should not be binding because she felt pressure to sign the agreement because her tenancy may end if she did not sign. I find that the Tenant made the request to the Landlord to have a roommate and the agreement she signed with the Landlord to permit her to have a roommate is not related to any risk of the tenancy ending. Not signing the agreement does not give the Landlord cause to end the tenancy; it simply withholds permission to have a roommate. I find that the Tenant signed the agreement and is expected to follow the terms of the agreement.

I dismiss the Tenants application for an order that the Landlord permit her to assign or sublet the rental unit.

Conclusion

The Tenants application is dismissed. The tenancy continues until ended in accordance with the Act.

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: June 02, 2016

Residential Tenancy Branch