



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, PSF, RP, RR, O, FF

Introduction

The tenant applies to cancel a one month Notice to End Tenancy. He also seeks a variety of other relief not particularized in the application document; an order that the landlord comply with the law or the tenancy agreement, an order that the landlord provide a service or facility, a repair order, a rent reduction and “other” unspecified relief.

The tenant filed evidential material with the Residential Tenancy Branch on July 25. It has not yet reached this file. As the other relief is “unrelated” to the main issue regarding cancellation of the Notice, and in the circumstances, I exercised my discretion at this hearing and dismissed the other relief, with leave for the tenant to re-apply.

The sole remaining claim at this hearing is that the Notice be cancelled.

The tenant failed to file a copy of the Notice with his application. The parties agree that it is a one month Notice to End Tenancy in the standard form, dated and received by the tenant on June 22, 2016. It alleges three grounds for ending the tenancy: the tenant has permitted an unreasonable number of occupants in the rental unit, the tenant has put the landlord’s property at significant risk, and the tenant has assigned or sublet the rental unit without the landlord’s written consent.

Both parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only documentary evidence that had been traded between the parties was admitted as evidence during the hearing.

Issue(s) to be Decided

Does the relevant evidence presented during the hearing show on a balance of probabilities that the tenant has given cause for ending this tenancy under any of the three grounds in the Notice?

Background and Evidence

The rental unit is a two bedroom suite in a 25 unit converted motel.

The tenancy started approximately four years ago when the tenant and his mother moved in. The tenant's mother later moved out, leaving only the applicant tenant.

There is no written tenancy agreement.

The parties agree the monthly rent is \$800.00 and that the landlord holds a \$400.00 security deposit.

The landlord says that two former tenants, N and K, a couple, vacated their unit in the same complex on April 1, 2016 and moved into the tenant's second bedroom. He objects that the tenant did not have his permission to let them move in. He says that with three people there are an unreasonable number of occupants.

He says that only the applicant tenant was supposed to be living there.

The tenant says the couple moved in because the landlord wouldn't fix their suite. He says the landlord won't fix his suite either. He says he's offered the landlord additional rent money due to the increased number of occupants.

Analysis

This decision was rendered verbally at hearing.

Having regard to Residential Tenancy Policy Guideline 19, "Assignment and Sublet" I find that the tenant has not assigned or sublet the rental unit. He continues to reside there. There is no evidence that he has granted exclusive possession of the rental unit to others. The couple are sharing the accommodation with him as roommates. Landlord permission is not required by the law.

The landlord has put himself in a difficult position by not having a written tenancy agreement. Not infrequently a landlord will specify in a written tenancy agreement that only certain, listed persons may occupy the rental unit. Without such a written

agreement in this case, I find that there is no restriction on who may occupy the premises other than that the number occupants may not be "unreasonable."

In this case, three people, two of whom are a couple, is not an unreasonable number of occupants in a two bedroom suite. Indeed, it is not an uncommon number, quite often represented by a couple and a child or a couple and a relative.

The landlord has not show that the tenant's actions have put him or his property at a significant risk.

For these reasons the Notice in question has not been shown to be justified and I cancel it.

Conclusion

The tenant's application but for the request to cancel the Notice, is dismissed. The tenant's application to cancel the Notice is allowed.

I award the tenant recover of the \$100.00 filing fee and authorize the tenant to reduce his rent due September 1, 2016 by \$100.00 in full satisfaction of the fee.

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: August 04, 2016

Residential Tenancy Branch