



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes CNC, MNDC, AS

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to cancel a 1 Month Notice to End Tenancy for Cause (the "Notice"), for monetary compensation for money owed or loss under the Act, and to allow a tenant to assign or sublet.

Both parties appeared, gave affirmed testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing.

Rule 2.3 of the Residential Tenancy Branch Rules of Procedure authorizes me to dismiss unrelated disputes contained in a single application. In these circumstances the tenant indicated several matters of dispute on the Application for Dispute Resolution, the most urgent of which is the application to set aside the Notice to End Tenancy. I find that not all the claims on this Application for Dispute Resolution are sufficiently related to be determined during these proceedings. I will, therefore, only consider the tenant's request to set aside the Notice to End Tenancy. The balance of the tenant's application is dismissed, with leave to reapply.

### Issue to be Decided

Should the Notice issued on September 26, 2016, be cancelled?

### Background and Evidence

The tenancy began on December 1, 2015. Rent in the amount of \$2,250.00 was payable on the first of each month. The tenant paid a security deposit of \$1,125.00. Neither party provided a copy of the tenancy agreement; however, they agreed the tenancy agreement list additional tenants. Under the Act, if the tenancy ends for one tenant, it ends for all tenants under that agreement.

The parties agreed that the Notice was served on the tenant indicating that the tenant is required to vacate the rental unit on October 31, 2016.

The reason stated in the Notice was that the tenant has:

- Assigned or sublet the rental unit without the written consent of the landlord.

The landlord testified that the tenant is living in the rental; however, the tenant has obtained additional occupants that they do not have their written permission to obtain.

The tenant testified that they requested approval from the landlord, but they have not had conversation regarding this since filing their application.

The landlord stated that they were waiting for the results of today's hearing.

### Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

I have considered all of the written and oral submissions submitted at this hearing, I find that the landlord has provided sufficient evidence to show that the tenant has:

- Assigned or sublet the rental unit without the written consent of the landlord.

In this case, the tenant is living in the rental unit. I find the has not assigned or sublet the rental premises. Therefore, I grant the tenant's application to the Notice issued on September 26, 2016.

### Conclusion

The tenant's application to cancel the Notice issued on September 26, 2016 is granted. The tenancy will continue until legally ended.

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 14, 2016

---

Residential Tenancy Branch

