



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding The Harwood Holdings Corp.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      CNC, OLC, AS, MNDCT

### Introduction

This is an application brought by the tenant requesting an order allowing the tenant to sublet the rental unit, an order for the landlord to comply with the act, regulation or tenancy agreement, requesting monetary compensation in the amount of \$1600.00, and disputing 2 one-month Notices to End Tenancy that were given for cause.

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

### Issue(s) to be Decided

The issues are:

- Whether or not to cancel or uphold a Notice to End Tenancy that was given for cause.
- Whether the applicant has established monetary claim against the respondent.
- Whether the landlord is unreasonably withholding permission for the tenant to have a roommate.
- Whether or not to issue an order allowing the tenant to assign or sublet the rental unit.

### Background and Evidence

The landlord testified that the tenant has breached a material term of the tenancy agreement by entering into tenancy agreements to have other parties occupy the rental unit, without getting the landlord's written permission to do so.

The landlord pointed out that the tenancy agreement requires that the tenant get written permission to have another occupant in the rental unit, and stated that the tenant has never requested any such permission.

The landlord stated that, on numerous occasions, the tenant has entered into agreements have other persons move into the rental unit, and, on none of those occasions, did the tenant first request permission to have another occupant in the rental unit.

It is the landlords position therefore that the tenant was well aware of the fact that he was breaching a material term of the tenancy agreement and therefore they want this tenancy ended as a result of that breach.

The tenant testified that he had entered into agreements to rent a portion of his rental unit to other parties, and had, on occasion, collected money from those parties; however he also states that he never approached the landlord to get permission to have another occupant in the rental unit.

The tenant further stated that the persons who were going to move into the rental unit backed out of the agreement after speaking to the landlord, because the landlord stated, to those parties, that they would not allow them to move in.

The tenant further states that he believes the landlord has unreasonably withheld his permission for him to bring another occupant into the rental unit, and as a result he is requesting an order that the landlord comply with the tenancy agreement and allow another occupant, and is requesting compensation of \$1600.00 lost revenue, that he would have had from the persons who were going to move in with him, had the landlord allowed them to do so.

### Analysis

The tenancy agreement clearly states there will be one person occupying the apartment and that is the tenant, and the agreement further states that the tenant agrees that, except for casual guests, no other persons shall occupy the premises, without written consent from the landlord. It is my finding that these are material terms of this tenancy agreement.

It is my decision that the landlord has shown that the tenant breached a material term of the tenancy agreement by entering into agreements with other parties, and collecting monies from those parties, on the agreement that they would be allowed to move into this rental unit, even though the applicant/tenant had never requested the landlords permission to have another occupant in the rental unit.

It is my decision therefore that I dismiss the tenant's application to cancel the Notice to End Tenancy, and this tenancy ends pursuant to that notice.

Section 55 of the Residential Tenancy Act states:

**55** (1) If a tenant makes an application for dispute resolution to dispute a landlord's notice to end a tenancy, the director must grant to the landlord an order of possession of the rental unit if

(a) the landlord's notice to end tenancy complies with section 52 *[form and content of notice to end tenancy]*, and

(b) the director, during the dispute resolution proceeding, dismisses the tenant's application or upholds the landlord's notice.

In this case I have examined the Notice to End Tenancy, and it is my finding that it does comply with section 52 of the Act.

Further, it is also my decision that the landlord has not unreasonably withheld his permission for the tenant to have a roommate because, as the tenant has testified, at no time did he ever request the landlords permission to have a roommate, or to sublet the rental unit. The tenant simply entered into agreements without the landlord's permission, and then seemed surprised when the landlord was unwilling to allow those agreements to proceed.

It is my decision therefore that I also dismiss the tenants claim for \$1600.00 in damages.

Conclusion

Pursuant to section 62 of the Residential Tenancy Act, I dismiss this application in full, without leave to re-apply, and, having determined that the landlord's notice to end tenancy complies with section 52 of the Act, I have issued an Order of possession, pursuant to Section 55 of the Act, for 1:00 p.m. on February 28, 2018.

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: January 24, 2018

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Residential Tenancy Branch