



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DPM RENTAL MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes AS, FFT

Introduction

This hearing dealt with the tenants' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- an order allowing the tenants to assign or sublet because the landlord's permission has been unreasonably withheld pursuant to section 65; and
- authorization to recover the filing fee for this application from the landlord pursuant to section 72.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The corporate landlord was represented by its agent PP (the "landlord").

As both parties were in attendance service of documents was confirmed. The landlord testified that they were served with the tenant's application for dispute resolution dated March 20, 2018 and evidentiary materials and the tenant testified they were served with the landlord's evidence. Based on the undisputed testimonies I find that the parties were served with the respective materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to allow the tenants to assign or sublet the rental unit?
Are the tenants entitled to recover the filing fee for this application from the landlord?

Background and Evidence

The parties agreed on the following facts. This tenancy originally began in 2013. The parties entered into a new tenancy agreement in March, 2016. A copy of the tenancy

agreement was submitted into evidence. The body of the tenancy agreement signed in March, 2016 provides that the tenancy is for a fixed term ending on April 30, 2017. The parties also submitted an Addendum to the Tenancy Agreement which states that the parties agree that the tenancy is extended to April 30, 2018.

The tenants submit that they requested and were given permission by the previous property management company to sublet the rental unit in 2017. The tenant testified that the sub-tenant vacated the rental unit in early 2018 and they made a request to the landlord to sublet the rental unit in March, 2018. The landlord did not give the tenants permission to assign or sublet the rental unit.

The landlord testified that pursuant to the tenancy agreement and amendment of March, 2016 the fixed term tenancy was scheduled to end on April 30, 2018. Therefore, as the fixed term tenancy agreement did not have 6 months or more remaining in the term the landlord chose not to give consent that the tenant may sublease the rental unit.

Analysis

Section 65(1)(g) of the Act provides me with the ability to order that a rental unit may be sublet if the landlord's consent has been unreasonably withheld contrary to section 34.

Section 34 outlines the circumstances when a rental unit may be sublet and provides that if a fixed term tenancy agreement has 6 month or more remaining in the term, the landlord must not unreasonably withhold consent.

Based on the undisputed testimony of the parties and the documentary evidence submitted I find that this fixed tenancy was scheduled to end on April 30, 2018 and would become a month-to-month tenancy thereafter. I accept the parties' submission that the tenant requested the landlord's consent to sublet the rental unit in March, 2018. As the fixed term tenancy, at that time, did not have 6 months or more remaining, I find that the landlord was not obligated to provide consent to allow the tenants to sublet the suite.

While the parties submitted evidence regarding surrounding circumstances including various correspondences and the timeline for when the earlier sublease ended, I find that this is irrelevant to the matter at hand. Pursuant to the Act, the landlord was not obligated to provide consent to allow the tenants to sublet the rental unit as there was not 6 months or more remaining in the term of the fixed term tenancy agreement.

Therefore, I find that the tenants are not entitled to an order that the landlord allow a sublet. The tenant's application is dismissed.

As the tenant's application was unsuccessful the tenants are not entitled to recover the filing fee for their application.

Conclusion

The tenants' application is dismissed without leave to reapply.

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 4, 2018

Residential Tenancy Branch