

## **DECISION**

Dispute Codes      CNC, CNR, OLC, O, FF, OPC,OPR, MND, MNR, FF

### Introduction

The tenant applied to cancel a Notice to End Tenancy for cause and a Notice to End Tenancy for unpaid rent. He also asked for an order that the landlord comply with the *Residential Tenancy Act*. The landlord applied for an order for possession and a monetary order the applications were heard together by conference call. The landlord's representative and the tenant participated in the hearing.

### Background and Evidence

The tenancy began on December 1, 2009 for a six month fixed term with rent in the amount of \$910.00 due in advance on the first day of each month. The tenant paid a security deposit of \$455.00 on November 16, 2009.

The rental unit is a one bedroom apartment. In January, 2010 after the police were summoned to the rental unit to deal with a dispute between tenants, the landlord discovered that the tenant had constructed floor to ceiling room partitions subdividing the apartment into smaller quarters. The landlord's representative testified that the tenant had rented portions of the apartment to three Korean girls and the apartment was occupied by the three girls and the tenant. The dispute was between the tenant and the occupants. The occupants left the apartment and returned their key to the landlord.

The landlord served the tenant with a Notice to End Tenancy for cause dated January 28, 2010. The grounds for the Notice were that the tenant had allowed an unreasonable number of occupants in the rental unit and he has sublet the unit without the landlord's written consent.

The tenant failed to pay rent for February or March and the landlord issued a Notice to End Tenancy for unpaid rent on February 5, 2010.

The tenant testified that he had not previously rented in British Columbia and was unaware of the regulations. He claimed that he was behind in the rent because the landlord had taken away his extra key to the rental unit and had prevented him from subletting the apartment. He said he needed to sublet the apartment in order to be able to afford the rent.

### Analysis and Conclusion

The tenant arguments with respect to setting aside the Notices to End Tenancy have no merit. I find that the tenant allowed an unreasonable number of occupants in the one bedroom apartment; that he did sublet the rental unit without first obtaining the landlord's consent and that he failed to pay rent for February and March. I therefore dismiss the tenant's application without leave to reapply. Based on the above facts I find that the landlord is entitled to an order for possession effective two days after service on the tenant. This order may be filed in the Supreme Court and enforced as an Order of that Court.

I find that the landlord has established a claim for unpaid rent totalling \$1,820.00 for the months of February and March, 2010. I allow the landlord late fees of \$50.00 for the two months. The landlord is entitled to recover the \$50.00 filing fee for this application for a total claim of \$1,920.00. I order that the landlord retain the deposit and interest of \$455.00 and I grant the landlord an order under section 67 for the balance due of \$1,465.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated: March 26, 2010.

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