



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, OPC

Introduction

The landlord applies for an order of possession pursuant to a one month Notice to End Tenancy for cause dated May 23, 2019 and for a monetary award alleging the tenant permitted another to live in or use the rental unit.

The respondent tenant did not attend the hearing within ten minutes after its scheduled start time at 11:00 o'clock a.m. on August 8, 2019. The teleconference hearing connection remained open during that time in order to enable the parties to call into the teleconference hearing. The call-in numbers and participant codes provided in the Notice of Hearing were confirmed as correct. The teleconference system audio console confirmed that the landlord and this arbitrator were the only ones who had called into this teleconference during that period.

The landlord testifies that he personally served the tenant with the Notice of Dispute Resolution Proceeding for this matter on June 21, 2019 in the presence of the landlord's wife. On this sworn testimony I find that the tenant has been duly served.

The landlord testifies that he served the tenant with the Notice to End Tenancy by attaching it to the tenant's door on May 23, 2019. The tenant has not applied to cancel the Notice.

I conclude that by operation of s. 47 of the *Residential Tenancy Act*, this tenancy ended on June 30, 2019, as per the Notice. The landlord will have an order of possession. The rental unit is a one of sixteen rooms in a rooming house. It has its own bathroom but the tenant shares cooking facilities with the other tenants. The landlord states that the tenant has permitted another person to live with him and perhaps to use the rental

unit as a place at which to prostitute herself. He says others in this rooming house have complained and he wants a monetary award for this conduct.

There is no written tenancy agreement between the parties restricting the number of occupants or setting any amount to be paid in the event of additional occupants living in the room. There is no evidence to show that even if the tenant is permitting an unreasonable number of occupants to reside in the rental unit, the landlord has suffered loss or expense that should be compensated by a monetary award. I therefore dismiss the landlord's monetary claim.

This decision was rendered orally at hearing and 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 08, 2019

Residential Tenancy Branch