



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

The landlords apply to recover rent claimed to have been deferred by the parties during the last months of this tenancy.

Both listed parties attended the hearing and were given the opportunity to be heard, to present sworn testimony and other evidence, to make submissions, to call witnesses and to question the other. Only evidence that had been traded between the parties was accepted during the hearing.

Issue(s) to be Decided

The parties agreed to a rent reduction or deferment. Was the balance of rent recoverable by the landlords?

Background and Evidence

The rental unit is the one bedroom basement suite in the landlords' house.

There is a written tenancy agreement. The tenancy started October 15, 2019 for a one year term. The monthly rent was \$1300.00, due on the first of each month. The landlords hold a \$650.00 security deposit.

In March the tenant lost her job due to the COVID-19 pandemic. She went on employment insurance, which provided her with about \$2000.00 per month.

The landlords considered the tenant to be a good tenant and wanted to help her. They themselves are a one income family with a mortgage payment. They inquired about having their mortgage payments deferred but were declined.

At the start of April there was a discussion between Ms. SC and Ms. RA about how much she could afford to pay, given her unemployment situation. Through a Facebook site the parties appear to agree that a 50% rent “reduction” during the pandemic would be fair.

Later in April the parties traded texts in which the landlord Ms. SC referred to the question of how the tenant would be paying back the balance of rent. The tenant responded that the tenancy agreement had been altered by their agreement, indicating she was not responsible for the balance, though she would pay more if and when she could.

The tenant paid \$650.00 rent April to July, without complaint from the landlords.

In July the landlords asked if the tenant could now pay full rent. The tenant replied that the pandemic was still ongoing and so she could pay the reduced amount of \$650.00.

Also in July the landlords indicated to the tenant they really needed the full rent and would agree to the tenant vacating early so that they could find a tenant to pay full rent. The tenant agreed and vacated the rental unit in mid-July.

Analysis

Both parties testified in a clear, direct and responsive manner. Their testimony did not contradict the other’s on any material point. Their views differ however, on the import of their conversations.

I have little hesitation in determining that the tenant thought she had negotiated a rent “reduction” to \$650.00 during the pandemic period and that she would not have to pay it back.

At the same time, I’m equally confident that the landlord Ms. SC was negotiating a reduction to accommodate the tenant’s unemployed status and that the tenant would have to make the deficiency up at some time.

To be an agreement the parties must have a “meeting of the minds” on what is to be the change or variation in their tenancy agreement, and I find that they did not in this case.

Without that consensus there is no enforceable agreement and so I find the original tenancy agreement was not varied or amended by the negotiations or the reduction in rent. The tenant continued to, ultimately, be responsible for the full rent.

The landlords are entitled to recover the \$650.00 balance of rent for the months of April, May and June, a total of \$1950.00.

This tenancy ended by mutual agreement on July 15 and so the tenant is only responsible for half the July rent. She paid \$650.00 on July 4 and so I consider the July rent paid in full.

Conclusion

The landlords are entitled to a monetary award of \$1950.00 plus recovery of the \$100.00 filing fee. I authorize them to retain the \$650.00 security deposit in reduction of the amount awarded. They will have a monetary order against the tenant for the remainder of \$1400.00.

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: August 18, 2020

Residential Tenancy Branch