



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNRL

Introduction

The landlords apply to recover August 2020 rent and damages for the cost to repair flooring alleged to have been caused by the tenants.

Neither respondent tenant attended for the hearing within ~10 minutes after its scheduled start time at 9:30 a.m. on August 20, 2020. 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 landlords their advocate and this arbitrator were the only ones who had called into this teleconference during that period.

Ms. P.S. for the landlords testifies that the tenants provided a forwarding address in writing by text and by attaching the written address to the landlords' door. She says it was the same address as the landlords have inserted as the tenants' address in this application.

Ms. P.S. and Mr. G.S. show that the Notice of Dispute Resolution Proceeding documentation was sent to the tenants by registered mail (tracking number shown on cover page of this decision). Canada Post records show that mail was "delivered" on August 10, 2020. On this evidence I find the tenants have been duly served.

At the start of the hearing Ms. P.S. withdrew the landlords' claim regarding damage to the flooring. The landlords are free to re-apply in that regard.

Issue(s) to be Decided

The sole remaining issue is whether or not the tenants owe August 2020 rent.

Background and Evidence

The rental unit is a one-bedroom basement suite in a home owned and occupied by at least some of the landlords. The advocate Ms. P.S. is a daughter and she lives in the upper part of the home.

The tenancy started July 1, 2020. The rent was \$1150.00 per month, due on the first of each month. The tenants paid the July rent and a \$575.00 security deposit.

The tenants vacated the rental unit on July 4, a mere four days after the start of the tenancy.

The evidence submitted by the landlords, particularly texts back and forth with the tenants, is inconclusive about the reason for the short tenancy. During this hearing Mr. G.S. was emphatic that he wanted the tenants out because they were using drugs and he was very concerned about the safety of his two young children living above.

The texts indicate a relatively peaceful parting of the parties. It appears the tenants acknowledged damage to a doorknob and to the flooring. The parties appear to have negotiated that the landlords keep \$175.00 of the deposit money for that damage. I make no finding about this aspect but mention it only as background to the claim for August rent.

In a text to the tenants dated July 4, Ms. P.S. writes, “you guys left without any notice. i can charge you for the full month of august which I am letting go.”

Analysis

The landlords’ claim for August rent must be dismissed. The July 4 text makes it clear the landlords waived August rent in their negotiations for this tenancy to end July 4. That was the deal and the landlords are bound to honour it.

Conclusion

The landlords' claim for damages is withdrawn and they are free to re-apply.

The landlords' claim for August 2020 rent is dismissed. They have not claimed recover of any filing fee.

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 20, 2020

Residential Tenancy Branch