



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL, FFL

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution filed under the *Residential Tenancy Act* (the "*Act*"), made on April 3, 2020. The Landlord applied for a monetary order for unpaid rent, and to recover the filing fee paid for the application. The matter was set for a conference call.

Both parties attended the conference call hearing and were affirmed to be truthful in their testimony. Both parties were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Issues to be Decided

- Are the Landlords entitled to a monetary order for unpaid rent?
- Are the Landlords entitled to the return for their filing fee for this application?

Background and Evidence

The Landlord and Tenant testified that rent in the amount of \$3,500.00 is to be paid by the first day of each month. The parties agreed that there is no signed tenancy agreement for this tenancy.

The Landlord testified that the Tenants had not paid the rent for May and ~~June~~ April 2020, in the amount of \$3,000.00, consisting of \$1,500.00 for May 2020, and \$1,500.00 for ~~June~~ April 2020. The Landlords are requesting a monetary order for the outstanding rent.

The Tenant agreed that they had not paid the full \$3,500.00 in rent for May and ~~June~~ April 2020 but argued that they had a verbal agreement with the Landlords to reduce the rent to \$2,000.00 a month for May and ~~June~~ April 2020, due to the COVID-19 pandemic.

The Landlord testified that they Tenants had requested a rent reduction and that they had entered into a verbal negotiation with the Tenants regarding a possible rent reduction, but when they attended the rental unit to have that agreement signed, the Tenants refused.

The Tenant agreed that they had refused to sign the agreement with the Landlords, as the agreement provided did not lower the rent due, it just delayed the rent payment.

Analysis

Based on the evidence before me, the testimony of these parties, and on a balance of probabilities that:

Section 26(1) of the *Act* states that a tenant must pay the rent when it is due under the tenancy agreement.

Rules about payment and non-payment of rent

26 (1) A tenant must pay rent when it is due under the tenancy agreement, whether or not the landlord complies with this Act, the regulations or the tenancy agreement, unless the tenant has a right under this Act to deduct all or a portion of the rent.

(2) A landlord must provide a tenant with a receipt for rent paid in cash.

(3) Whether or not a tenant pays rent in accordance with the tenancy agreement, a landlord must not

(a) seize any personal property of the tenant, or

(b) prevent or interfere with the tenant's access to the tenant's personal property.

(4) Subsection (3) (a) does not apply if

(a) the landlord has a court order authorizing the action, or

(b) the tenant has abandoned the rental unit and the landlord complies with the regulations.

In this case, I accept the agreed-upon testimony of these parties that the full rent has not been paid for May and ~~June~~ April 2020. I find that the Tenants breached section 26 of the *Act* when they did not pay the rent as required under the tenancy agreement.

Therefore, I find that the Landlords have established an entitlement to a monetary award in the amount of \$3,000.00, comprised of \$1,500.00 in rent for May 2020, and \$1,500.00 in rent for ~~June~~ April 2020.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Landlords have been successful in their application, I find that the Landlords are entitled to recover the \$100.00 filing fee paid for this hearing.

I grant the Landlords a monetary order of \$3,100.00, consisting of \$3,000.00 in rent and the recovery of the \$100.00 filing fee for this hearing.

Conclusion

I find for the Landlords under sections 26, 65 and 72 of the Act. I grant the Landlords a **Monetary Order** in the amount of **\$3,100.00**. The Landlords are provided with this Order in the above terms, and the Tenants must be served with this Order as soon as possible. Should the Tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 10, 2020

Date Corrected: August 25, 2020

Residential Tenancy Branch