



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNDCT

Introduction

This hearing was convened by way of conference call concerning an application made by the tenants seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and to recover the filing fee from the landlords for the cost of the application.

Both tenants and the landlord attended the hearing and each gave affirmed testimony. The parties were given the opportunity to question each other and to give submissions.

The parties agree that evidence has been exchanged, and all evidence provided has been reviewed and is considered in this Decision.

Issues to be Decided

Have the tenants established a monetary claim as against the landlords for money owed or compensation for damage or loss under the *Residential Tenancy Act*, regulation or tenancy agreement, and more specifically for reimbursement of one month's rent as agreed by the parties in writing?

Background and Evidence

The first tenant (MSA) testified that this fixed-term tenancy began on July 1, 2017 and expired on June 30, 2018 thereafter reverting to a month-to-month tenancy which ultimately ended by mutual agreement effective June 30, 2020. Rent in the amount of \$1,250.00 was originally payable on the 1st day of each month, which had been raised during the tenancy to \$1,332.00, and there are no rental arrears. At the outset of the

tenancy the landlords collected a security deposit from the tenants in the amount of \$625.00, and no pet damage deposit was collected. The rental unit is a suite on the ground floor of a 2-level house, and the landlords resided in the upper level. A copy of the tenancy agreement has been provided as evidence for this hearing.

A move-in condition inspection report was completed at the beginning of the tenancy, but no report was completed at move-out.

In the summer of 2018 the tenant asked the landlord (Mr.) if the tenant could stay another year so that his children could continue to go to the neighbourhood school. The landlord agreed, however at the end of September the landlord told the tenant that he had to move out. Once the tenant said that he would speak to someone at the Residential Tenancy Branch about it, the landlord changed his mind stating that the tenant had to sign a Mutual Agreement to End Tenancy effective at the end of June, 2020. The parties also agreed that the tenants would be reimbursed one month's rent, provided that the tenants vacate by June 30, 2020.

The tenants applied for the government rental assistance, and the landlords received \$500.00, but the landlords only reimbursed the tenants \$832.50, effectively keeping the rental assistance and not paying that portion to the tenants. The tenants claim the other \$500.00 from the landlords.

The tenant further testified that the tenant had a conversation with the landlord (wife) and they verbally agreed that the landlords could deduct \$130.00 from the security deposit for cleaning, however the landlord (husband) had already written a cheque for \$425.00 as a full refund of the \$625.00 security deposit, and it's hard to change his mind.

The second tenant (PM) testified that the parties signed the mutual agreement as the landlord suggested.

The rental assistance program is meant for assistance to tenants, and not for landlords.

The landlord testified that the tenants paid \$832.50 for rent for the final month of the tenancy, which was repaid to the tenants, and the landlord's obligation has been done.

"Reimburse" has a specific meaning, and an excerpt of the Oxford Dictionary has been provided for this hearing, which means "out-of-pocket." The tenants didn't pay any other money, so no other money needs to be reimbursed.

The BC housing supplement was a supplement to the landlords, and its purpose is not for the payment of tenants' rent, but to cover on-going costs of the landlord. If the supplement was handed to the tenant, the tenant would be in-pocket \$832.00 reimbursed by the landlord and \$500.00 by not paying the rent. That would mean that his in-pocket would be more than rules allow for rent increases. Tenants apply for the supplement, then BC Housing calls the landlord and the landlord has to reply. Then the grant is approved. The landlord received the \$500.00 supplement in the middle of June, 2020. BC Housing obligations are fulfilled.

Analysis

"The Rental Assistance Program (RAP) provides eligible low-income working families with cash assistance to help with their monthly rent payments." That is taken directly from the BC Housing website. The program ended on August 31, 2020, and the Overview section of the program states: "The Temporary Rental Supplement Program gave tenants and landlords temporary support towards rent payments from April to August, 2020 for low- and moderate-income renters who lost income as a result of COVID-19. Payments were made directly to the landlords of eligible households." (Underlining added) As a result, I do not accept the submission of the landlord that the supplement is also meant to assist landlords with their expenses incurred in the business of providing rental accommodation.

I have also reviewed the Mutual Agreement to End Tenancy, which specifies reimbursement of one month's rent, not the last month's rent, and the tenants have paid rent continuously since the beginning of the tenancy.

The landlord received \$500.00 toward the rent, and whether it was received directly from the tenants or from another source, the landlord agreed to reimburse the tenants the full amount of one month's rent prior to the COVID-19 Pandemic and any supplements offered by the government, and I order the landlords to pay to the tenants the balance of \$500.00.

Since the tenants have been successful with the application, the tenants are also entitled to recovery of the \$100.00 filing fee.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenants as against the landlords pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$600.00.

This order is final and binding and may be enforced.

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: October 21, 2020

Residential Tenancy Branch