



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL, FFL

### Introduction

This hearing was convened as a result of the Landlords' Application for Dispute Resolution, made on July 1, 2020 (the "Application"). The Landlords applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for unpaid rent; and
- an order granting recovery of the filing fee.

The Landlords' Agent S.T. and the Tenant attended the hearing at the appointed date and time. S.T. stated that she served the Tenant the Landlords' Application and documentary evidence by registered mail. The Tenant confirmed receipt. I find that the above mentioned documents were sufficiently served pursuant to Section 88 and 89 of the *Act*. The Tenant provided some documentary evidence to the Residential Tenancy Branch, however, she stated that she did not serve a copy of the evidence to the Landlords.

### Preliminary Matters

The Tenant indicated that she did not serve the Landlords with her documentary evidence. According to the Residential Tenancy Branch Rules of Procedure (the "Rules of Procedure"), 3.16 Respondent's proof of service indicates; at the hearing, the respondent must be prepared to demonstrate to the satisfaction of the arbitrator that each applicant was served with all their evidence as required by the Act and these Rules of Procedure.

Rules of Procedure 3.17 indicates that evidence not provided to the other party in accordance with the *Act*, may or may not be considered during the hearing. I accept that the Tenant did not serve the Landlords with her documentary evidence; therefore, the only evidence I will consider from the Tenant is their oral testimony during the hearing.

The parties were given an opportunity to present evidence orally and in written and documentary form, and to make submissions to me. 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.

Issue(s) to be Decided

1. Are the Landlords entitled to a monetary order for unpaid rent, pursuant to Section 67 of the *Act*?
2. Are the Landlords entitled to an order granting the recovery of the filing fee, pursuant to Section 72 of the *Act*?

Background and Evidence

The parties testified and agreed to the following; the tenancy started on May 1, 2017. During the tenancy, the Tenant was required to pay rent to the Landlords in the amount of \$3,300.00 which was due on the first day of each month. The Tenant paid a security deposit in the amount of \$1,650.00 which has since been return in full to the Tenant. The tenancy ended on June 1, 2020.

S.T. stated that the Landlords are claiming \$1,500.00 in relation to unpaid rent for the month of May 2020. S.T. stated that the parties had agreed that the Tenant would only be required to pay rent in the amount of \$1,500.00 instead of \$3,300.00 for the month of May 2020 as a result of the Tenant experiencing financial difficulties as a result of the Covid-19 pandemic. S.T. stated that the Tenant failed to pay any rent to the Landlords for May 2020, before moving out of the rental unit on June 1, 2020.

The Tenant responded by stating that the parties did agree to the Tenant paying a reduced rent for the month of May 2020 in the amount of \$1,500.00. The Tenant stated that she was unable to pay that amount as a result of her losing her employment. As such, the Tenant stated that she did not pay rent to the Landlords for May 2020.

If successful, the Landlords are seeking the return of the filing fee paid to make the Application.

Analysis

Based on the oral testimony and documentary evidence, and on a balance of probabilities, I find:

Section 26(1) of the *Act* confirms:

*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.*

In this case, I accept that the parties agreed that the Tenant would be required to pay a reduced rent in the amount of \$1,500.00 to the Landlords for the month of May 2020. I

accept that the Tenant failed to pay the reduced rent in the amount of \$1,500.00 to the Landlords for the month of May 2020. As such, I find that the Tenant has breached Section 26 of the *Act*.

I find the Landlords have established an entitlement to a monetary award for unpaid rent in the amount of **\$1,500.00**. Having been successful, I also find the Landlords are entitled to recover the **\$100.00** filing fee paid to make the Application.

Pursuant to section 67 of the *Act*, I find the Landlords are entitled to a monetary order in the amount of **\$1,600.00**, which has been calculated as follows:

| <b>Claim</b>  | <b>Amount</b>     |
|---------------|-------------------|
| Unpaid rent:  | \$1,500.00        |
| Filing fee:   | \$100.00          |
| <b>TOTAL:</b> | <b>\$1,600.00</b> |

### Conclusion

The Tenant had breached the *Act* by not paying rent when due to the Landlords. The Landlords are granted a monetary order in the amount of \$1,600.00. The monetary order should be served to the Tenant as soon as possible and may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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 23, 2020

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Residential Tenancy Branch