



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, FFT

Introduction

This hearing dealt with the Tenant's application filed under the Residential Tenancy Act (the "*Act*"), requesting an Order for the Landlord to comply with the *Act* and the return of their filing fee. The matter was set for a conference call.

The Tenant, two Landlords, the property manager and the Landlord's legal counsel attended the hearing and were each 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.

Issue to be Decided

- Should the Landlord be ordered to comply with the *Act*?
- Is the Tenant entitled to the return of his filing fee?

Background and Evidence

While I have turned my mind to all of the accepted documentary evidence and the testimony of the parties, only the details of the respective submissions and/or arguments relevant to the issues and findings in this matter are reproduced here.

The Tenant testified that as of the date of today's hearing the Landlord has failed to serve them with the required repayment plan for the Tenant's unpaid rent, that became due during the COVID-19 pandemic.

The Landlord testified that the repayment plan was not due to be served on the tenant, as of the date of these proceedings, as the affected period of rent does not end until August 17, 2020. The Landlord argued that they have not breached the Act, and should therefore not be ordered to comply with the Act to repay the filing fee for these proceedings.

Analysis

Based on the above, testimony and evidence, and on a balance of probabilities, I find as follows:

In these proceedings, the Tenant argued that the Landlord was in breach of the Act, as they had not provided them with a repayment plan for the outstanding rent that became due during the COVID-19 pandemic. The Tenant is requesting that the Landlord is ordered to comply with the Act and provide the Tenant with the required repayment plan.

I have reviewed the Residential Tenancy Branch policy guide number 52, COVID-19: Repayment Plans and Related Measures, which outlines the requirements on a Landlord to provide an affected rent repayment plan. Policy guide number 52 defines the term affected rent as the following:

“Affected rent” means

- rent that becomes due to be paid by a tenant in accordance with a tenancy agreement during the “specified period” between March 18, 2020 and August 17, 2020, and
- utility charges that become due to be paid by a tenant during the “specified period” between March 18, 2020 and August 17, 2020, if a tenancy agreement requires the tenant to pay utility charges to the landlord.

I note the period of affected rent is between March 18, 2020, and August 17, 2020. As the date of this hearing is August 14, 2020, I find that as of today's date the affected period has not expired. As the affected period has not yet expired, I find that the

Landlord can not be in breach of the requirement to issue a repayment plan for unpaid rent that came due during the affected period.

Additionally, I noted that the Residential Tenancy Branches website states the following:

“A repayment plan should not be issued until August 18, 2020 (after the specified period ends on August 17, 2020).”

Accordingly, I find that the Tenant is premature in their request to be provided with a repayment plan for the outstanding affected rent for this tenancy.

As the Tenant has not proven that the Landlord has breached the *Act*, I dismiss the Tenant's application for an order for the Landlord to comply with the *Act*.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As the Tenant has not been successful in this claim, I decline to award them the return of their filing fee for this application.

Conclusion

I dismiss the Tenant's application in its entirety.

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 14, 2020

Residential Tenancy Branch