



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, FF

### Introduction

This hearing dealt with the landlord's application for dispute resolution under the Residential Tenancy Act (Act) for:

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

The landlord, the landlord's agent/son (agent) and the tenant attended, the hearing process was explained, and they were given an opportunity to ask questions about the hearing process.

The tenant confirmed receiving the landlord's evidence and not filing any evidence.

Thereafter all parties were provided the opportunity to present their evidence orally and to refer to relevant documentary and digital evidence submitted prior to the hearing, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the Residential Tenancy Branch Rules of Procedure (Rules). However, not all details of the parties' respective submissions and or arguments are reproduced here; further, only the evidence specifically referenced by the parties and relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and recovery of the filing fee?

### Background and Evidence

The landlord submitted a written tenancy agreement showing a tenancy start date of August 1, 2015, with a monthly rent of \$2,300, due on the day before the first day of the month.

The agent submitted that the current monthly rent is \$2,700, which includes \$400 for use of the garage. The tenancy is ongoing.

The agent submitted that the tenant stopped paying the monthly rent beginning the month of April 2020 and has not paid any further monthly rent through the date of the hearing. The agent said that he made a verbal offer to the tenant of a payment plan, but there has been no response from the tenant.

The landlord's original monetary claim was \$2,700, which was unpaid rent for April 2020. The landlord amended his application and increased the monetary claim to \$11,500, which was the monthly rent of \$2,700 for the months of April, May, June, July and August 2020, less the rent supplement of \$2,000 received from BC Housing.

The tenant offered no dispute of the landlord's monetary claim or amended monetary claim.

### Analysis

Under section 26 of the Act, a tenant is required to pay rent in accordance with the terms of the tenancy agreement, whether or not the landlord complies with the Act, the Regulations or the tenancy agreement and is not permitted to withhold rent without the legal right to do so. A legal right may include the landlord's consent for deduction; authorization from an Arbitrator or expenditures incurred to make an "emergency repair", as defined by the Act.

In this case, the undisputed evidence is that the tenant owed but did not pay her monthly rent for the months of April, May, June, July and August 2020. The tenancy is ongoing.

These months fell in the emergency period which began on March 18, 2020, in response to the Covid-19 pandemic, as declared in the *Residential Tenancy (COVID-19) Order*, MO 89/2020 (*Emergency Program Act*), dated March 30, 2020. During this period, landlords were not able to take action to collect rent from a tenant, or issue a 10

Day Notice to End Tenancy for Unpaid Rent or Utilities, or any other Notice to end the tenancy.

On July 30, 2020, the *COVID-19 Regulation* went into effect. This Regulation was made under the Emergency Program Act and set out that the emergency period began on March 18, 2020, and ended on the date on which the last extension of the declaration of the state of emergency made on March 18, 2020 expires or is cancelled. This Regulation can be accessed through:

[https://www.bclaws.ca/civix/document/id/crbc/crbc/195\\_2020](https://www.bclaws.ca/civix/document/id/crbc/crbc/195_2020)

Under this Regulation, the rent due during this emergency period is known as the “affected rent”.

Section 1.02 of the *COVID-19 Regulation* requires that a landlord **must** give the tenant a repayment plan if the tenant has overdue affected rent and the landlord and tenant did not enter into a prior agreement. Section 1.03 provides the terms of a repayment plan. (emphasis added)

In connection with the *COVID-19 Regulation*, Residential Tenancy Policy Guideline 52 was enacted.

Under this Guideline, “affected rent” is defined as 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.

Guideline 52, Section E deals with the issues in this case, that is, the landlord’s application for a monetary order for unpaid affected rent made before July 31, 2020, where the tenancy is ongoing.

This section states that where a landlord is required to give a repayment plan but no valid repayment plan has been given and no valid prior agreement exists, the arbitrator may assist the parties in completing a repayment plan that meets the requirements of the C19 Tenancy Regulation or dismiss the application with leave to reapply.

In this case, I find the tenant owed the affected rent from the specified period, or the months of April, May, June, July and August 2020, or a total of \$11,500, which is the monthly rent of \$2,700 each month, less \$2,000 the landlord received from BC Housing as a rent supplement.

The landlord, however, has not provided the tenant with a repayment plan, as now required by Section 1.02 of the *COVID-19 Regulation*.

As such, I dismiss the landlord's application for a monetary order for unpaid rent, with leave to reapply. As I have not granted the landlord's application, I do not award him recovery of the filing fee.

The landlord was informed that he should issue the tenant a repayment plan prior to a future application and that the repayment plan form is available on the Residential Tenancy Branch (RTB) website, RTB form 14 at:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

The tenant was cautioned that beginning with September 2020, the monthly rent will be due and payable in full, as the "specified period" ended on August 17, 2020.

### Conclusion

The landlord established a monetary claim of \$11,500 for unpaid affected rent during the "specified period" of March 18, 2020 and August 17, 2020, but did not provide the tenant with a repayment plan as now required by *COVID-19 Regulation*.

As a result, the landlord's application for a monetary order for unpaid rent is dismissed, with leave to reapply.

The landlord's request to recover the filing fee is dismissed, without leave to reapply.

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 19, 2020

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Residential Tenancy Branch