



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

This matter was scheduled for a conference call at 9:30 a.m. The landlord participated in the teleconference, the tenant did not. At the outset of the hearing the landlord advised that they were seeking unpaid rent for several months during the Provincial State of Emergency due to the COVID – 19 pandemic. The landlord advised that they were unsure as to what the current situation of unpaid rent means for landlords and tenants as the tenancy is ongoing. I spent the majority of the hearing explaining the new COVID – 19 regulations to the landlord to assist them, specifically as follows;

PART 2 – RESIDENTIAL TENANCY ACT

Division 1 – Landlord’s Notice: Non-Payment of Rent

Non-payment of affected rent

3 (1) As an exception to sections 44 (1) (a) (ii) and 46 [landlord’s notice: non-payment of rent] of the Residential Tenancy Act and any other provision of the Residential Tenancy Act and the Residential Tenancy Regulation, a landlord must not give a tenant notice to end a tenancy under section 46 (1) of the Residential Tenancy Act in respect of affected rent that is unpaid and instead this Division applies.

(2) The landlord must give the tenant a repayment plan if

(a) the tenant has overdue affected rent, and

(b) subject to subsection (3), the landlord and tenant did not enter into a prior agreement.

(3) If the landlord and tenant entered into a prior agreement and the prior agreement does not address the full amount of overdue affected rent, the landlord must give the tenant a repayment plan in respect of the amount of overdue affected rent that is not addressed in the prior agreement.

(4) The landlord may cancel a prior agreement by giving the tenant a repayment plan for the full amount of the overdue affected rent.

(5) The tenant may cancel a prior agreement by giving the landlord a repayment plan for the full amount of the overdue affected rent whether or not the landlord has given the tenant a repayment plan under subsection (3).

The landlord did not have a repayment plan agreement in place, nor has she issued one at the time of this hearing as required. Based on the above, I hereby dismiss this application with 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: September 29, 2020

Residential Tenancy Branch