



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC

Introduction

Pursuant to section 58 of the Residential Tenancy Act (the Act), I was designated to hear an application regarding the above-noted tenancy. The tenant applied for an order for the landlord to comply with the Act, the Residential Tenancy Regulation (the Regulation) and/or tenancy agreement, pursuant to section 62.

Both parties attended the hearing. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

As both parties were present service was confirmed. The parties each confirmed receipt of the application and evidence (the materials). Based on the testimonies I find that each party was served with the respective materials in accordance with sections 88 and 89 of the Act.

Issue to be Decided

Is the tenant entitled to an order for the landlord to comply with the Act, the Regulation and/or the tenancy agreement?

Background and Evidence

While I have turned my mind to the evidence and the testimony of the attending parties, not all details of the submission and arguments are reproduced here. The relevant and important aspects of the tenant's claims and my findings are set out below. I explained rule 7.4 to the tenant; it is his obligation to present the evidence to substantiate the application.

Both parties agreed the tenancy started on July 01, 2014 and the tenant continues to occupy the rental unit. Monthly rent of \$1,178.00 is due on the first day of the month. At

the outset of the tenancy a security deposit of \$525.00 was collected and the landlord holds it in trust.

Both parties also agreed the tenant is in arrears for \$878.00 for the month of April 2020, the tenant received the repayment plan on August 26, 2020. A copy of the repayment plan was submitted into evidence.

The tenant affirmed he is seeking for an order to repay the arrears in 20 instalments. BC Housing suggests that the monthly repayment should not be more than 5% of the tenant's income, the tenant is facing financial difficulties and the landlord may allow the tenant to pay affected rent in more than 10 instalments.

The landlord stated the repayment plan is in accordance with the legislation.

Analysis

Rule 6.6 of the Residential Tenancy Branch Rules of Procedure states that the standard of proof in a dispute resolution hearing is on a balance of probabilities, which means that it is more likely than not that the facts occurred as claimed. The onus to prove their case is on the person making the claim.

Section 04 of Covid-19 Residential Tenancy Act N.2 (the C-19 Regulation) states:

- (1) The following are terms of each repayment plan:
 - (a) the repayment period starts on the date the repayment plan is given by the landlord to the tenant and ends on July 10, 2021;
 - (b) the payment of the overdue rent must be in equal instalments;
 - (c) each instalment must be paid on the same date that rent is due under the tenancy agreement;
 - (d) the date the first instalment must be paid must be at least 30 days after the date the repayment plan is given by the landlord to the tenant.
- (2) A repayment plan must be in writing and include all of the following:
 - (a) the date the repayment period starts as determined under subsection (1) (a);
 - (b) the total amount of the affected rent that is overdue;
 - (c) the date on which each instalment must be paid;
 - (d) the amount that must be paid in each instalment

Residential Tenancy Branch Policy Guideline 52 states:

If the tenancy agreement stipulates that rent is due on the first of each month, the first installment payment would be due on October 1, 2020. Each installment would be due

on the first of each month thereafter, and the last installment would be due on July 1, 2021. This means the tenant would pay the unpaid affected rent over 10 installments. If there was \$2,000 of unpaid affected rent, each equal installment would be \$200.

[...]

The C19 Tenancy Regulation requires that the repayment plan be in writing and include:

- The date the repayment period starts;
- The total amount of affected rent that is unpaid;
- The date on which each installment must be paid; and
- The amount that must be paid in each installment.

Based on both parties testimony and the repayment plan, I find the repayment plan is in accordance with the C-19 Regulation, as the repayment period ends before July 01, 2021, the payment of the overdue rent is in equal instalments, each instalment is paid on the same date that rent is due, and the first payment date is more than 30 days after the date the tenant received the repayment plan.

Furthermore, the repayment plan is in the proper RTB-14 form, includes the date the repayment period starts, the total amount of the affected rent, the date on which each instalment must be paid and the amount of each instalment.

The legislation does not require the repayment plan to extend up to 20 months, as the tenant wishes.

As such, I find there are no reasonable grounds for this application. The tenant is not entitled to extend the repayment plan.

Conclusion

I dismiss the tenant's application 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: December 07, 2020

Residential Tenancy Branch