



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for an issue not listed in the application for dispute resolution. The tenant testified that he is disputing the repayment plan the landlord served on him.

The landlord, the landlord's wife, the landlord's son and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

Both parties agree that the tenant served the landlord with this application for dispute resolution via registered mail in December of 2020. I find that the landlord was served in accordance with section 89 of the *Act*.

Issue to be Decided

Is the tenant required to adhere to the repayment plan?

Background and Evidence

While I have turned my mind to the documentary evidence and the testimony of both parties, not all details of their respective submissions and arguments are reproduced here. The relevant and important aspects of the tenant's and landlord's claims and my findings are set out below.

Both parties agreed to the following facts. This tenancy began approximately five years ago and is currently ongoing. Monthly rent in the amount of \$1,000.00 is payable on the first day of each month. A security deposit of \$500.00 was paid by the tenant to the landlord.

The tenant testified that due to COVID 19 he was not able to pay rent in April of 2020 and tried to make an agreement for less rent with the landlord but was not successful. The tenant testified that in May of 2020 the landlord and the tenant agreed that rent for the duration of COVID was to be \$750.00 and that the tenant would not have to pay back the \$250.00 per month rent reduction when COVID ended.

The landlord's son testified that the landlord and the tenant agreed to a temporary reduced rent of \$750.00 per month during COVID but that the tenant would have to pay back the \$250.00 per month rent reduction after COVID.

Both parties agree that the tenant was served with a repayment plan and that the tenant has been making the repayments. The repayment plan was not entered into evidence. Both parties agree that rent of \$750.00 was paid by the tenant from April to August 2020.

The tenant entered into evidence rent receipts which state that the "adjusted rent was paid in full".

The tenant testified that he should not have to repay the \$250.00 per month rent reduction because:

- the parties had a verbal agreement that the tenant did not have to;
- the rent receipts state that rent was paid in full; and
- the landlord did not promptly repair a leaking roof causing the basement to flood.

Analysis

I find that I am not able to provide the tenant with the relief sought as the tenant's application for dispute resolution is pre-emptive in nature and not properly before me. I find that the tenant is seeking an order relating to a monetary claim against them from the landlord that has not yet been made. I cannot make an order concerning a monetary claim that has not been made. In any event I cannot find a repayment plan invalid when said repayment plan has not been entered into evidence. The tenant's claim is dismissed without leave to reapply.

Conclusion

The tenant's application 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: February 25, 2021

Residential Tenancy Branch