

Thank you to our housing partners who, during these extraordinary times, implemented changes to business processes to help slow the spread of COVID-19 and protect applicants, tenants, housing partners and staff. This included a temporary eviction moratorium in order to assist tenants with sustaining their housing during the pandemic.

The Province has lifted the ban on issuing evictions for non-payment of rent ahead of September 1, 2020. However, to give renters a reasonable timeframe to pay back any rent they owe from the emergency, a repayment framework has been introduced.

What does this mean to me?

- ✓ A landlord cannot end a tenancy for unpaid rent or utilities that came due during this period unless they give the tenant a **Repayment Plan** for any unpaid rent and/or utilities due during the emergency period (March 18, 2020 to August 17, 2020).
- ✓ If the landlord and the tenant entered into a prior agreement for unpaid rent or utilities (including for periods before March 18, 2020), it can be replaced with a new agreement.
- ✓ A tenant that owes rent from before March 18, 2020 can be issued a Notice to End Tenancy for unpaid rent. (see note below)
- ✓ Landlords will be able to issue a Notice to End Tenancy for unpaid rent or utilities if a tenant fails to pay future months rent in full starting in September 2020.
- ✗ Landlords cannot issue a Notice to End Tenancy for unpaid rent arrears accumulated during the state of emergency unless the tenant defaults on a **Repayment Plan**.
- ✗ Late rent payments during the emergency period are not considered “cause” for eviction.

Note: If the landlord and the tenant have a prior agreement for unpaid rent and/or chargebacks, including arrears due from rent periods prior to March 18, 2020, it can be replaced with a new agreement covering all arrears.

Rent Repayment Plan

Repayment plans must include the following terms.

Term	Description	Acceptable Variations
Repayment Period Start Date	Date the repayment plan is given to the tenant	None
Repayment Period End Date	July 10, 2021	Can be extended beyond July 2021 by landlord and tenant. BC Housing is encouraging providers of rent geared to income housing to follow the repayment calculation outlined below.
COVID-19 Rent Arrears	Arrears accumulated between March and August 2020	n/a

Term	Description	Acceptable Variations
Prior rent arrears	Any arrears from prior to March 2020	n/a
Outstanding chargebacks	Any other chargebacks owed by tenant	n/a
Total Owning	Total of all arrears and any other chargebacks	n/a
Monthly Instalment	Amount due each month. <u>Must be in equal instalments.</u>	<p>Allow earlier instalments to be less than later instalments.</p> <p>For example, arrears = 1000.00,</p> <p><u>Standard repayment</u></p> <ul style="list-style-type: none"> • \$100 monthly for 10 months = 1000 <p><u>Variation</u></p> <ul style="list-style-type: none"> • \$50 monthly for 4 months = 200 • \$133.33 monthly for 5 months =666.65 • \$133.35 for final payment
First instalment due date	Minimum 30 days after Repayment Period Start Date and must be paid on the same date that rent is due under the tenancy agreement.	<p>Change the date instalments are due.</p> <p>Example, a landlord gives tenant a repayment plan on Sep 1. The earliest an instalment is required is October 1st, but the landlord and tenant can agree to make the first instalment on Oct 15 and subsequent instalments on the 15th of each month.</p>

The Residential Tenancy Branch has developed a **Repayment Plan Template**. Click [here](#) to download. You are not required to use this template, but if you develop your own, it must include all the terms outlined above and on the RTB's website.

Repayment Calculation

Continuing with a commitment to prevent evictions and maintain tenancies whenever possible, the following guidelines are being provided and recommended in order to ensure that monthly instalments are at a level where low-income households can reasonably meet and maintain obligations under a Repayment Plan.

Tenancy / Rent Type	Income Source	Calculation
Rent Geared to Income	Income Assistance (IA)	The lesser of: 1/20 th of arrears or \$55
Rent Geared to Income	No Income Assistance, paying 30% of income.	The lesser of: 1/20 th of arrears or 5% of income.
Rent on the Door (Supportive Housing)	n/a	The lesser of: 1/20 th of arrears or \$55

Examples:

Details	Calculation
Rent Geared to Income <ul style="list-style-type: none"> • Arrears = \$2000 • On Income Assistance 	The lesser of 1/20 th of arrears or \$55.00 <ul style="list-style-type: none"> • $2000/20 = 100.00$ • \$55.00 Monthly Instalment = \$55.00 # Instalments $2000 / 55 = 37$ monthly instalments
Rent Geared to Income <ul style="list-style-type: none"> • Arrears = \$780 • On Income Assistance 	The lesser of 1/20 th of arrears or \$55.00 <ul style="list-style-type: none"> • $780/20 = 39.00$ • \$55.00 Monthly Instalment = \$39.00 # Instalments $780 / 39 = 20$ monthly instalments
Rent Geared to Income <ul style="list-style-type: none"> • Arrears = \$2000 • Employed \$2400.00 (same income used to calculate TRC)	The lesser of 1/20 th of arrears or 5% of income <ul style="list-style-type: none"> • $2000/20 = 100.00$ • $2400.00 \times 5\% = \\$120.00$ Monthly Instalment = \$100.00 # Instalments $2000 / 100 = 20$ monthly instalments
Rent Geared to Income <ul style="list-style-type: none"> • Arrears = \$2000 • Employment Insurance 1,650.00 (same income used to calculate TRC)	The lesser of 1/20 th of arrears or 5% of income <ul style="list-style-type: none"> • $2000/20 = 100.00$ • $1650.00 \times 5\% = \\$82.50$ Monthly Instalment = \$82.50 # Instalments $2000 / 82.50 = 25$ monthly instalments

Serving the Repayment Plan

A repayment plan must be given to a tenant in one of the following ways:

- Hand delivered
- Sent by registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant
- As ordered by an arbitrator on application

More information on RTB rules related to serving documents is available online here [Policy Guideline 12.](#)

Tracking and Reporting Evictions

With the moratorium on evictions now lifted, there are likely situations in which providers will still need to move forward with evictions.

As you are aware, tenants in many subsidized and affordable rental buildings, if evicted, will likely experience difficulties obtaining alternate housing. As many of residents are vulnerable and face a combination of challenges it is likely that they will approach BC Housing or other housing providers in their search for somewhere to live and many evictions may tax other social services.

To help us determine how we may need to prepare, we are asking that housing providers please advise their Non-Profit Portfolio Manager in advance of any eviction that comes up. Please send the information in an email to your (NPPM) with a brief synopsis of the circumstance.