

LANDLORDBC

Top 10 Questions

We have received many questions over the past few weeks and as more information has become available, we have been able to provide clearer answers. Here are the top 10 questions on residential tenancies and COVID-19.

1. Does my tenant need to pay rent?

Yes, tenants must still pay rent. The introduction of what the government is calling a “Rent Freeze” is, to be clear, a freeze on rent increases. To emphasise this point the Ministry of Municipal Affairs and Housing said the following in an announcement:

“Renters who are not experiencing financial hardship should still pay their rent. Tenants who are able to make even a partial rent payment are encouraged to do so.

The people providing rental housing rely on rent payments to pay for their utilities, mortgages and other bills related to the rental property. If renters are unable to pay the full rent or need more time, they are encouraged to inform their landlord and to apply for the supplement and other support programs.”

There are several federal and provincial supports available, including Employment Insurance (EI), the Canada Emergency Response Benefit, and the Temporary Rental Supplement, all which are geared at providing a broad array of supports to Canadians impacted by COVID-19.

2. What if my tenant does not pay rent?

In a Ministerial Order which came into effect March 30, 2020, landlords are prohibited from issuing any Notice to End tenancy while we are in a Provincial State of Emergency. If your tenant has not paid rent, you should not serve a Notice to End Tenancy. While there are several government aid measures that are being put in place to ensure renters can pay rent, these programs are not currently available and payments are not likely to occur until closer to the end of the month. Landlords and tenants should communicate with each other to ensure everyone is on the same page about when rent can be expected, and landlords should communicate the various programs available to their tenants to ensure they are aware of the tools at their disposal. LandlordBC has compiled a comprehensive list of supports for easy reference and all are available on our COVID-19 webpage.

In situations where a tenant is not able to pay rent on the due date, landlords and tenants are encouraged to enter a payment agreement to defer all or part of the rent and set up a payment schedule. If a tenant did not pay rent and did not enter into a payment agreement the landlord should document the unpaid rent, communicate the shortfall to their tenant and keep a record of this and address the unpaid rent with a Notice to End Tenancy once this order is lifted.

3. I have a family member that has to move back to Canada and needs a place to live, am I able to serve a 2-Month Notice to End Tenancy?

While the Provincial State of Emergency is in place Landlords are prohibited from serving any Notice to End Tenancy. Landlords finding themselves in situations where they may have normally issued such notice should document this situation and issue the notice once this order is lifted.

4. I have a tenant that has given notice, how do I show the rental unit to new tenants?

Under the Ministerial Order, landlords must request and obtain consent from their tenant before entering a tenanted rental unit. Rental housing providers are allowed to show rental units to potential tenants or purchasers with the consent of their tenants. However, we strongly encourage landlords refrain from this activity as it puts all parties involved at risk. Landlords can utilize technology to reduce the need for in-person showings, this can be done by hosting a video call showing and interview.

5. How do I deal with unpaid utilities during this emergency?

If the utilities are in the tenant's name and they have not paid them we recommend that landlords speak with their tenant to ensure services needed to maintain the property (such as electricity) are not disconnected. In some cases, landlords may need to issue a caution notice to communicate this to their tenant.

If the utilities are in the landlord's name and the tenant generally pays the landlord, landlords should treat any non-payment as they would rent. While the State of Emergency is in place landlords are prohibited from serving a Notice to End Tenancy but should still document any shortfalls to deal with once this order is lifted.

6. I have sold my rental property and the new owner would like to move in and this is part of the sale agreement. How do I deal with this?

A real challenge presented by this Ministerial Order is the ability to sell a tenanted unit with vacant possession for the new owner. In normal circumstances a landlord would have the ability to show and sell a tenanted unit and provide vacant possession if the new owner or their close family member needed to move in. Showing a tenanted unit, while allowed with the consent from the tenant is allowed it is not encouraged. Landlords should communicate with their realtor if they feel they will not be able to provide vacant possession as per a sale agreement.

7. My tenant is still having guests, how do I deal with this?

One of the topics that the Ministerial Order covered was the landlord's right to restrict access to common areas such as games rooms and gyms, where safe social distancing is not practical. This does not give landlords the ability to prohibit tenants from having guests. If you have a tenant that continues to invite guests to their rental unit during this State of Emergency, landlords are encouraged to contact their local health authority or the police through their non-emergency line.

8. How do I manage the move-out/move-in process?

While most landlords are reporting less movement in their tenancies, there are still situations where tenants are moving and an important part of the move in/out process is conducting a Condition Inspection. COVID-19 and the necessity to practice social distancing presents a unique challenge when conducting a Condition Inspection.

Landlords can, where possible, conduct the inspection through electronic means by utilizing a video call service such as Skype, Facebook, or Zoom to ensure both parties can, at least virtually, attend the inspection. If this is not an option for you, you should still ensure you keep at least two meters apart and wash your hands thoroughly both before and after the inspection.

The actual moving and moving out is another time that, even in normal circumstances, can significantly impact residents of a multi-unit building. Landlords should discuss move in/out procedures with their outbound and inbound tenants. Landlords should set a clear path tenants should take to minimize contact with other residents and inform residents that there will be increased traffic. Once the move-out or move-in is completed, surfaces in common areas affected by the move in/out should be cleaned and disinfected.

9. How often should I be cleaning and disinfecting common areas?

Landlords should regularly clean and disinfect frequently touched surfaces. Regular household cleaning products are effective against most viruses, and you can also use 1/50 solution of bleach and water (e.g. approximately 20 ml of bleach per litre of water or 2.5 ounces per gallon) as an effective disinfectant. While we cannot recommend a specific schedule for cleaning, the following was included in a BC Centre for Disease Control (BC CDC) document on COVID-19 and Multi-unit Residential Buildings:

“Regarding the frequency of cleaning, most recommendations range from one to several times a day. Public Health Ontario currently recommends cleaning high touch surface twice a day in public settings, although daily traffic through the area should also be considered. Building management may also have to contend with staffing shortages amid high demand for extra cleaning service and illness amongst custodial staff.”

[COVID-19 Precautions for Multi-unit Residential Buildings](#)

The BC CDC has also released a [laundry room poster](#) which covers best practices when using this service.

10. What is a reasonable schedule for a Payment Agreement?

Setting up a payment agreement with a tenant can be a difficult thing; it is a stressful time for all parties involved and it is important that both landlords and tenants come to the table, preferably electronically, in good faith. Landlords should consider what they feel is reasonable to be paid by the tenant and not request a schedule that is unsustainable. On the other side, tenants should consider a reasonable timeframe, given their financial situation, to have back rent paid off.

It really comes down to making sure landlords and tenants are working together to find solutions in this uncertain and unprecedented time.