

Late payment and non-payment of rent

One of my favourite truths told to me by a friend several years ago is that you “teach people how to treat you.” What that means to me is that you teach people how to treat you by the things that you put up with (or don’t put up with). If you allow your children to speak to you in a disrespectful manner, this will soon become their normal attitude towards you. The same applies to a landlord’s response to his (or her) tenants’ payment habits. If you tolerate late payment of rent, the practice will continue and possibly become more frequent.

At the BCAOMA we encourage members to remember that they are running a business—not a charity. It is fundamental that landlords are knowledgeable about the legislation that governs how they operate their business. Treating your tenants in a businesslike and respectful manner communicates to them that this is the way you wish to be treated in return. They will soon learn what is expected of them if you respond to unacceptable behaviour in a timely and businesslike manner.

Three strikes and you’re out!

The Residential Tenancy Branch (RTB) promotes a “three strikes and you’re out” policy whereby tenants late with their rent three times can be evicted for breaching a fundamental term of their contract. We have all the forms and following are the steps to follow to be successful:

1. First infraction: the Rent Reminder Letter advises that rent payments are due on time and a landlord may end the tenancy for repeated late payment.
2. Second infraction: the Breach Letter advises that any further late rent payments will result in a one month notice to end a residential tenancy.
3. Third infraction: the One Month Notice to End a Residential Tenancy for Cause (RTB-33) is the final step to get the problem tenant out of your rental suite

Keep in mind that the three infractions should be within a relatively short period of time, like three to six months. You would unlikely be successful if the infractions occurred over a more lengthy time period.

Treatment of non-payment of rent

Situations where tenants have not paid their rent are treated quite differently. Our recommendation is to immediately serve a 10-day Notice to End Tenancy for Unpaid Rent or Utilities (RTB-30) when the rent is not paid. You can serve this document as early as the day after the rent is due. The notice provides the tenant with five days to pay the rent or utility arrears, file for a dispute resolution, or arrange to move out after an additional five days. Don’t forget to also follow the procedures above if the tenant pays his rent within this five-day period.

What do you do if the tenant does not dispute the notice and does not move out? This occasionally happens and requires the landlord to file an Application for Dispute Resolution (RTB-12) requesting an Order of Possession (OP) that must then be served on the tenant after it has been accepted by the RTB. Landlords are advised to seek only the OP on the Application for Dispute Resolution because hearings to obtain OPs are usually scheduled sooner than requests for other orders such as monetary orders. If the tenant still refuses to move out, you must take the OP to Supreme Court and apply for a Writ of Possession which entitles the landlord to hire a court appointed bailiff to physically move the tenant. The procedure for obtaining an OP may be changing once the pilot project that the RTB is currently testing is complete. The new procedure will allow landlords to seek OPs without having to go through a hearing if the tenant does not dispute the eviction. We will keep you posted on the progress of this change.

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