

RESIDENTIAL TENANCY LAW IN BRITISH COLUMBIA

legal education on
tenants' and landlords'
rights and responsibilities

LAST UPDATED BY ANDREW SAKAMOTO ON AUGUST 12, 2020

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TENANT RESOURCE & ADVISORY CENTRE

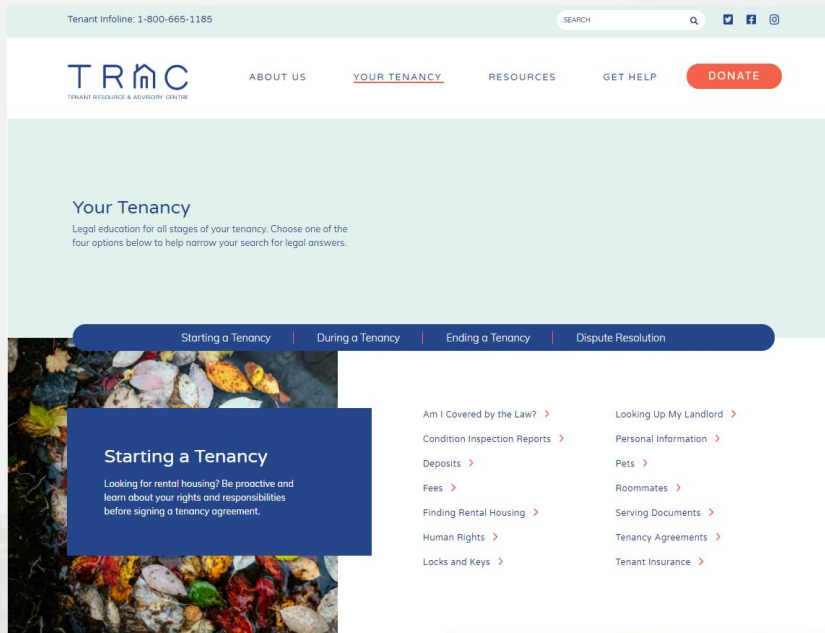
strengthens the legal protection of residential tenants
across BC by providing

**Information, education, and
advocacy**

on residential tenancy matters.

TRAC

OVERVIEW



TENANT INFOLINE

FULL REPRESENTATION

WORKSHOPS / WEBINARS

PLAIN LANGUAGE PUBLICATIONS

WEBSITE

SOCIAL MEDIA

ONLINE COURSE

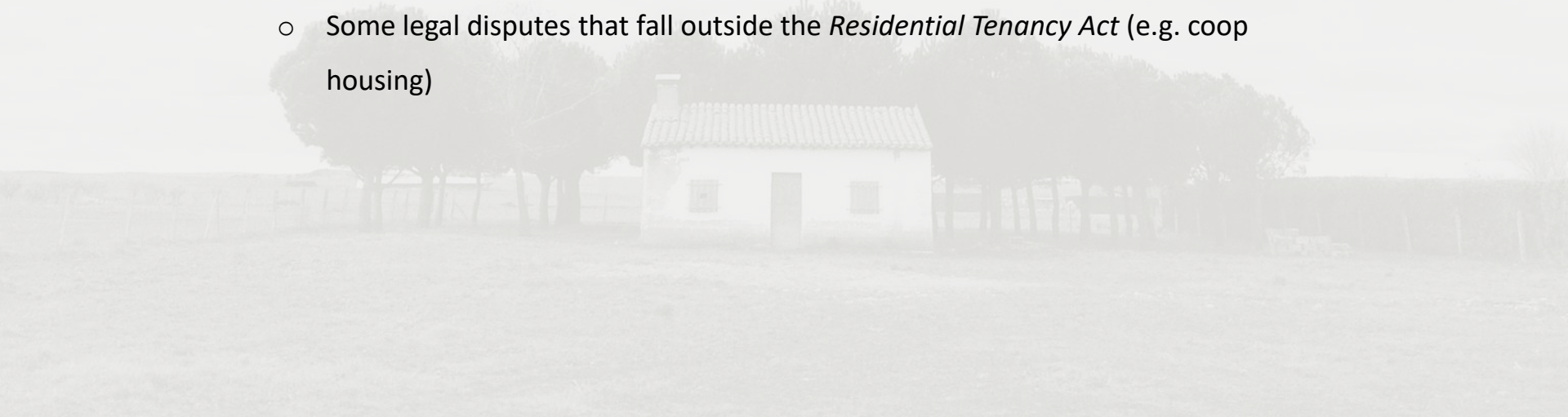
SYSTEMIC ADVOCACY

HOUSING LAW CLINIC

☛ **FREE** legal representation from a TRAC Lawyer

☛ Types of Cases:

- Judicial Review – a Supreme Court Judge can review RTB decisions for serious errors or unfairness
- Enforcement of RTB monetary orders at Small Claims Court
- Some legal disputes that fall outside the *Residential Tenancy Act* (e.g. coop housing)





CONTENT OUTLINE

- ▮ Residential Tenancy Act
- ▮ Dispute Resolution
- ▮ Tenancy Agreements
- ▮ Personal Information
- ▮ Roommates
- ▮ Deposits and Fees
- ▮ Condition Inspections
- ▮ Quiet Enjoyment
- ▮ Repairs and Maintenance
- ▮ Services and Facilities
- ▮ Rent Increases
- ▮ Serving Documents
- ▮ Notices to End Tenancy

THE BASICS

- Residential Tenancy Law = tenant and landlord **RIGHTS** and **RESPONSIBILITIES** under the *Residential Tenancy Act (RTA)* and *Residential Tenancy Regulation*.
- Tenancy laws in BC are different than tenancy laws in other parts of the world.
- Cannot avoid or contract out of the *RTA*.
- Cannot enforce “unconscionable” terms that are oppressive or grossly unfair.

JURISDICTION

KEY QUESTION: Are you covered under the
Residential Tenancy Act?

Not everyone who rents their home is a **“TENANT”**
under the *RTA*



JURISDICTION

You are **NOT** a “tenant” under the *RTA* if you:

- Share a kitchen or bathroom with the **OWNER** of the property (e.g. home stay program)
- Rent from another tenant with whom you live as their **“OCCUPANT/ROOMMATE”**
- Live in:
 - co-operative housing
 - student housing provided by your school
 - vacation or travel accommodation
 - emergency shelter or transitional housing
 - housing based health facility that provides hospitality support services and personal health care
 - living accommodation made available in the course of providing rehabilitative or therapeutic treatment or services
- Civil Resolution Tribunal handles *non-RTA* rental disputes

RESIDENTIAL TENANCY BRANCH (RTB)



Department of provincial
government in charge of
residential tenancy law

- Phone assistance
- Website
- Official Forms



BURNABY 125

Only one RTB office in
BC, located in Burnaby

- 400-5021 Kingsway
- **COVID:** In-person
services not
currently available



Service BC Centres
across the province act
as extensions of the

RTB

servicebc.gov.bc.ca

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) ☐ RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the **LANDLORD(S)**: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name first and middle name(s)

last name first and middle name(s)

and the **TENANT(S)**:

last name first and middle name(s)

last name first and middle name(s)

(optional) phone number (optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

unit number street number and street name city B.C. province postal code

ADDRESS FOR SERVICE of the ☐ landlord ☐ landlord's agent:

unit/site # street number and street name city province postal code

daytime phone number other phone number fax number for service

TENANCY AGREEMENTS

- A legal **CONTRACT** between a tenant and landlord.
- **VERBAL** tenancies are still covered under the *Residential Tenancy Act*.
- TRAC strongly recommends having a **WRITTEN** agreement.

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other

2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

day	month	year

Check ☐ A) and continues on a month-to-month basis until ended in accordance with the Act.

A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.

☐ weekly ☐ bi-weekly ☐ other:

☐ C) and is for a fixed term ending on

day	month	year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

Check ☐ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.

D or E ☐ E) At the end of this time, the tenancy is ended and the tenant **must vacate the rental unit**.

This requirement is only permitted in circumstances prescribed under section 13.1 of the *Residential Tenancy Regulation*, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

• If you choose E, both the landlord and tenant must initial here



Landlord's Initials	Tenant's Initials

The tenant **must move out on or before the last day of the tenancy**.

3. RENT (please fill in the information in the spaces provided)

a) Payment of Rent:

The tenant will pay the rent of \$ each (check one) ☐ day ☐ week ☐ month to the landlord on

the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) day of each

(check one) ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a *Notice to End Tenancy for Unpaid Rent* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- | | | | | |
|--------------------------------------|--|---|---|--|
| <input type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Garbage collection | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpets |
| <input type="checkbox"/> Cablevision | <input type="checkbox"/> Sewage disposal | <input type="checkbox"/> Recycling services | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Parking for <input type="text"/> vehicles |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Snow removal | <input type="checkbox"/> Kitchen scrap collection | <input type="checkbox"/> Stove and oven | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input type="checkbox"/> Window coverings | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input type="checkbox"/> Free laundry | <input type="checkbox"/> Furniture | <input type="checkbox"/> Other: <input type="text"/> |

☐ Additional information:

TENANCY AGREEMENTS

Month-to-month or fixed term?

☞ "Vacate clauses" are illegal

Key landlord contact information:

☞ Legal name

☞ Phone number

☞ Address for service

☞ Landlord must give tenant a signed copy within **21 DAYS**

DISCLOSURE OF PERSONAL INFORMATION

The Office of the Information and Privacy Commissioner of BC has developed a helpful guidance document



www.oipc.bc.ca/guidance-documents/2332

ROOMMATES

CO-TENANTS



SAME tenancy agreement
JOINTLY responsible

TENANTS SHARING COMMON SPACE



DIFFERENT tenancy agreements
INDIVIDUALLY responsible

“OCCUPANTS / ROOMMATES”




NOT covered under the
Residential Tenancy Act

DEPOSITS AND FEES

- ☛ **Security Deposit:** ½ month's rent
- ☛ **Pet Damage Deposit:** ½ month's rent, if pets are allowed
- ☛ **Application fees are illegal**
- ☛ **No guest fees – even for OVERNIGHT visitors**
 - **COVID:** landlords can reasonably restrict or schedule the use of common or shared areas – such as gyms, recreation rooms, and elevators – for tenants and guests.
- ☛ **Non-refundable fees:**
 - replacement or additional keys
 - move-in or move-out fees charged by a strata corporation to the landlord
 - \$25 for late payment of rent or the return of a tenant's cheque by a financial institution, if those terms are included in the tenancy agreement

CONDITION

INSPECTION REPORT

 **Office of Housing and Construction Standards**

Condition Inspection Report

SEE INSTRUCTIONS FOR COMPLETING FORM ON LAST PAGE #RTB-27

A. LEGAL NAME OF LANDLORD (If entry is a business name, enter the full legal business name) E POSSESSION DATE

last name, first & middle names day month year

B. LANDLORD'S ADDRESS FOR SERVICE F. MOVE-IN INSPECTION DATE

unit # street address city province postal code day month year

C. LEGAL NAME OF TENANT G. MOVE-OUT DATE

last name, first & middle names day month year

D. ADDRESS OF RENTAL UNIT H. MOVE-OUT INSPECTION DATE

unit # street address city province postal code day month year

I. LEGAL NAME OF TENANT'S AGENT (if applicable)

On Move-In On Move-Out

Condition Codes: / = Good F = Fair P = Poor M = Missing	D = Damaged S = Scratched B = Broken DT = Dirty ST = Stained	Condition at Beginning of Tenancy		Condition at End of Tenancy	
		COMMENT	CODE	COMMENT	CODE
J. ENTRY	Walls and Trim Ceilings Closets Lighting Fixtures/Ceiling Fan/Bulbs Windows/Coverings/Screens Electrical Outlets Floor Carpet				
K. KITCHEN	Ceiling Walls and Trim Floor/Carpet Countertop Cabinets and Doors Stove/Built-in Top Oven Exhaust Hood and Fan Sinks, Sink and Stoppers Refrigerator Cupboard/Shelves Faucet Dishwasher Closet(s) Lighting Fixtures/Bulbs Windows/Coverings/Screens Electrical Outlets				
L. LIVING ROOM	Ceiling Walls and Trim Floor/Carpet Air Conditioner/Cover Fireplace TV Cabinet/Receptor Closet(s) Lighting Fixtures/Ceiling Fan/Bulbs Windows/Coverings/Screens Electrical Outlets				

#RTB-27 (2007/07) page 1 of 4 pages

Tenants and landlords should complete both **MOVE-IN** and **MOVE-OUT** condition inspection reports.

Consequences for not completing the report?

QUIET ENJOYMENT

▮ Freedom from **UNREASONABLE** disturbances.

▮ For example:

- Smoke
- Noise
- Intimidation / harassment





QUIET ENJOYMENT

- ▮ Freedom from illegal landlord entry.
- ▮ At least **24 HOURS** – but not more than 30 days – written notice:
 - Date
 - Time (8am – 9pm)
 - Reasonable reason

▮ COVID-19: RTB Guidelines for accessing units



QUIET ENJOYMENT

- ▮ **EXCEPTION:** Landlord emergency entry.
 - Necessary to protect life or property (e.g. flood, fire, water leak, etc.)

ELEVATORS



REPAIRS:

LANDLORD RESPONSIBILITY

Landlords are generally responsible for making repairs to the tenant's rental unit to ensure compliance with health, housing and safety standards required by law



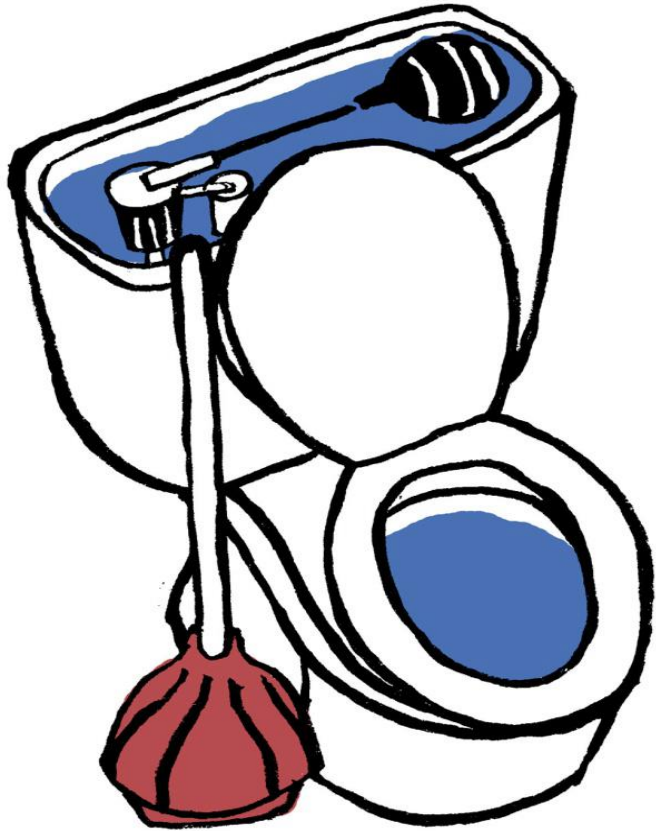
REPAIRS:

LANDLORD RESPONSIBILITY

- ▮ RTB Policy Guideline #1 – Responsibility for Residential Premises
- ▮ Municipal Standards of Maintenance Bylaws

HEAT

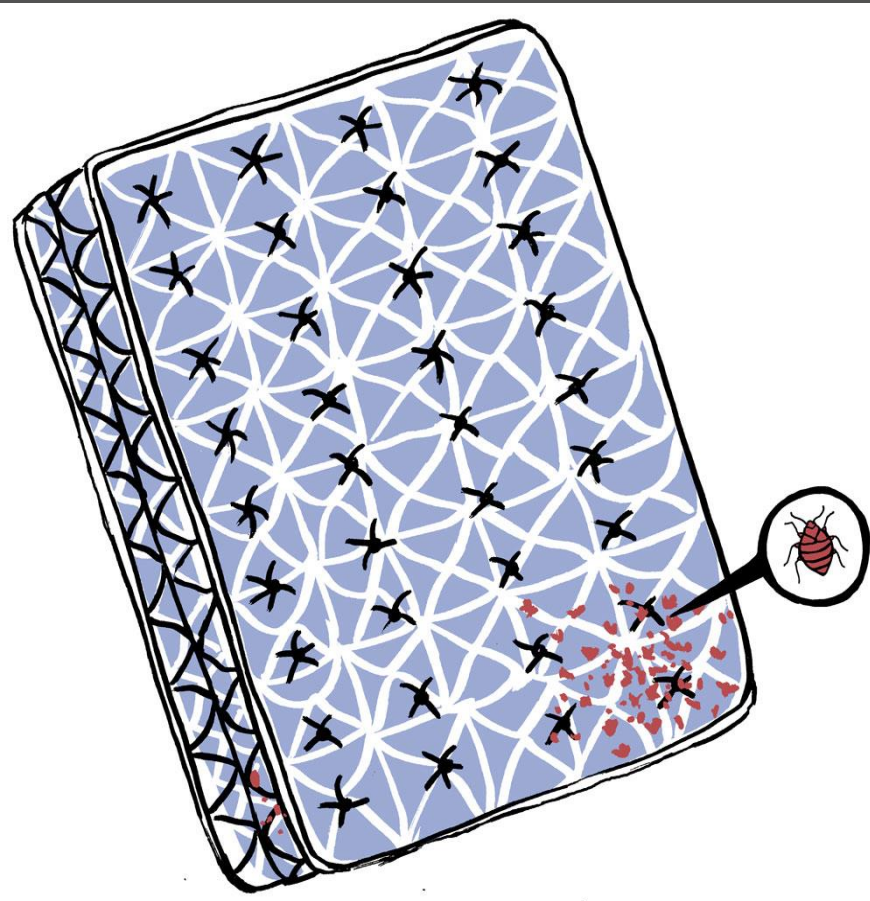
PLUMBING



REPAIRS:

TENANT RESPONSIBILITY

- ▮ Tenants must maintain reasonable health, cleanliness, and sanitary standards
- ▮ If you, your guests, or your pets damage something, you are responsible for that damage.
 - This does not include reasonable “**WEAR AND TEAR**”
- ▮ Do **NOT** withhold rent – apply for dispute resolution.



BED BUGS

REPAIRS:

TENANT RESPONSIBILITY

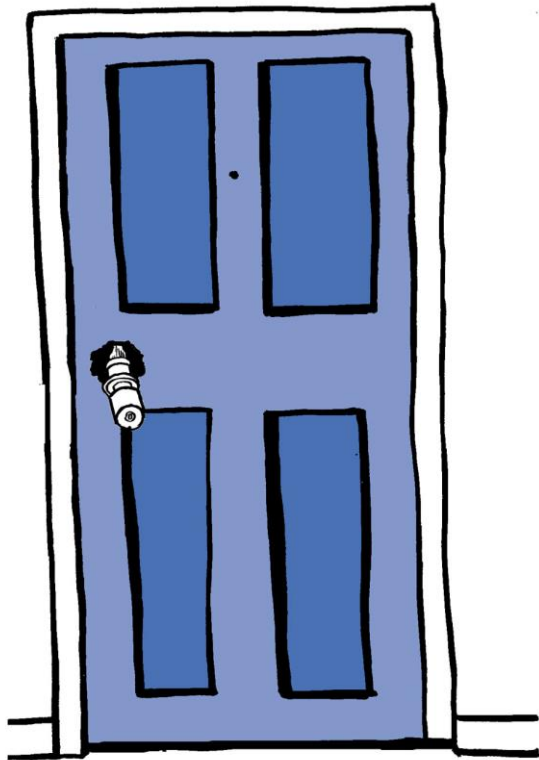
- ▮ When something needs to be repaired, notify your landlord in writing **IMMEDIATELY**.
 - TRAC Template Letters
(tenants.bc.ca/resources/template-letters)
- ▮ If you delay and the problem gets worse, you could be held responsible.

FLOODS



REPAIRS: EMERGENCIES

- ☛ Emergency repairs = **URGENT** and **NECESSARY** for health or safety of people or property:
 - ☞ major leaks in pipes or roof
 - ☞ damaged or blocked water or sewer pipes or plumbing fixtures
 - ☞ primary heating system
 - ☞ damaged or defective locks
 - ☞ electrical systems



DEFECTIVE LOCKS

REPAIRS: EMERGENCIES

- ▮ If landlord's emergency contact cannot be reached after two tries, and a reasonable amount of time has passed, the tenant can:
 - ▮ **PAY FOR THE REPAIRS** and get money back from landlord (be reasonable and keep receipts)
 - OR
 - ▮ **APPLY** for dispute resolution to ask for an emergency repair order

Essential Services



A landlord must **NOT** terminate a service or facility that is essential (necessary, indispensable, or fundamental) to the tenant's use of the rental unit

- ▮ Examples: heat, hot water, elevator in multi-storey apartment

Landlords are **ALLOWED** to terminate or restrict non-essential services and facilities as long as they provide **30 DAYS'** written notice in the approved form (e.g. RTB form) and reduce rent by an equivalent amount

- ▮ Examples: cable, internet, parking, storage

Non-Essential Services

COMMON AREAS

- ▮ Landlords can set restrictions on shared spaces to ensure physical distancing
 - Elevators
 - Shared laundry rooms
 - Gyms
 - Recreation rooms
- ▮ Tenants are not entitled to a rent reduction for restricted access to common areas.
- ▮ Landlord cannot restrict guests from accessing a tenant's rental unit.

RENT INCREASES

- ▮ Landlords can raise rent once every **12 MONTHS**
 - ▮ Check TRAC website or RTB website for annual allowable percentage
 - ▮ 2021: **1.4%**
- ▮ **3 MONTHS'** written notice on an “approved” form
- ▮ **COVID-19:** The province has extended the rent increase freeze until July 10, 2021.
- ▮ Exceptions:
 - Non-profit housing where rents are related to income
 - Term in agreement allowing for increased rent for additional occupants
 - RTB order

EMAIL, TEXT, SOCIAL MEDIA

- ▮ For forms/notices that need to be served in writing in accordance with the *RTA*, **HARDCOPY** documents should be used.
 - Example: a landlord should not attach an eviction notice to an email.
 - Example: a tenant should not send their notice to move out through social media
- ▮ For general correspondence, email, texts and social media **MAY** be okay, if it can be proved that the other person received it.
 - Example: text messages to/from your landlord about repairs may be considered valid evidence at dispute resolution

MOVING OUT:

MONTH-TO-MONTH TENANCIES

☛ One **FULL** month written notice.

☛ Give notice at the **END** of the month:

☞ Leave extra days to ensure notice is received on time.

☛ Tenancies end at 1pm on last day

AUGUST						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						GIVE NOTICE

SEPTEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						MOVE OUT

MOVING OUT:

FIXED TERM TENANCIES

- ☛ If you end your fixed term tenancy early – also known as “**BREAKING YOUR LEASE**” – you may owe your landlord money
 - loss of rental income
 - liquidated damages
- ☛ If your landlord wants money for lost rental income, they have a duty to **MITIGATE**
 - show the rental unit to prospective tenants
 - advertise at a reasonable rent
 - accept a reasonable tenant

LEGALLY ENDING A FIXED TERM TENANCY

☛ Mutual Agreement to End Tenancy


☛ Assignment / Sublet

- 6 months remaining?

☛ Breach of “Material Term”

☛ Family violence / long term care

- Third party verifier

 **Mutual Agreement to End a Tenancy**

RTB - 8

FORM DIRECTIONS: If you are accessing this form from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please print clearly, using dark ink. If you are completing this form at a computer, simply type in your response where required. It's important to note that you cannot save the completed form to your computer; therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require before you leave the document or shut down the program/computer.

THIS IS A MUTUAL AGREEMENT BETWEEN

LANDLORD:

Full name of Landlord or Landlord's Agent (if entry is a business name, use "last name" field box to enter the full legal business name)

last name first name middle name(s)

Address of Landlord or Landlord's Agent

suite or site number street number street name city province postal code

home phone business phone

AND

TENANT:

Full name(s) of Tenant(s):

last name first name middle name(s)

last name first name middle name(s)

Address of Tenant(s) ... ADDRESS TO BE VACATED UNDER THIS AGREEMENT:

suite or site number street number street name city province postal code

home phone business phone

The tenant(s) hereby agrees to vacate the above-named premises/site at:

____ a.m. ____ p.m., on the ____ day of _____, 20____.

The parties recognize that the tenancy agreement between them will legally terminate and come to an end at this time. It is also understood and agreed that this agreement is in accordance with the Residential Tenancy Act and the Manufactured Home Park Tenancy Act which states: "The landlord and tenant agree in writing to end the tenancy."

DATED THIS _____ DAY OF _____, 20____

SIGNED BY:

Landlord or Landlord's Agent Tenant Tenant

FOR MORE INFORMATION . . .

RTB website: www.rto.gov.bc.ca

Public Information Lines: 1-800-665-8779 (toll free) 604-666-1020 250-387-1602

RTB-08 (2011/03) Residential Tenancy Branch Office of Housing and Construction Standards Ministry of Energy and Mines

RETURNING DEPOSITS

- ☛ Tenant gives forwarding address in writing within **ONE YEAR** of the end of the tenancy.
- ☛ Landlord has **15 DAYS** to:
 - return deposit to tenant,
 - obtain tenant's written permission to keep some or all of the deposit, or
 - apply to RTB for permission to keep some or all of the deposit.
- ☛ If landlord does not do one of those three things, tenant can apply to the RTB for **DOUBLE** the deposit.

EVICTIION



- ▮ A landlord can give a tenant an eviction notice (also known as a **NOTICE TO END TENANCY**) when they want the tenant to move out.
- ▮ There are four main types of evictions.

EVICTIION

10 DAY NOTICE FOR NON-PAYMENT OF RENT

- ☛ You can receive a 10 Day Eviction Notice if you are only one day late, or a few dollars short.
- ☛ If you are late paying rent and receive a 10 Day Eviction Notice, you have **5 DAYS** to pay up in order to cancel the eviction.



COVID: EVICTION

10 DAY NOTICE FOR NON-PAYMENT OF RENT

- Eviction moratorium on evictions for non-payment of rent lifted **AUGUST 18TH**
- For most tenants, this means full rent was due on September 1st
- However, if you owe any “**AFFECTED RENT**” from **MARCH 18th, 2020 TO AUGUST 17th, 2020**, your landlord must give you a rent repayment plan
 - Starts on the date the repayment plan is given by the landlord to the tenant and ends on **JULY 10, 2021**
 - The payment of the overdue rent must be in equal instalments
 - Each instalment must be paid on the same date that rent is normally due
 - The date the first instalment is due must be at least 30 days after the date the repayment plan is given by the landlord to the tenant
- Example: Landlord gave rent repayment plan on September 1st, effective 30 days later on October 1st
- Rent repayment plans must be hand delivered, sent by registered mail, or served in a way that has been approved by an arbitrator

EVICTION

ONE MONTH NOTICE FOR CAUSE



- ▮ violate another tenant's right to quiet enjoyment
- ▮ damage something and do not help repair it
- ▮ assign, sublet, or add an occupant/roommate without permission
- ▮ repeatedly pay rent late
- ▮ fail to comply with a "material term" and ignore the landlord's written warning
- ▮ engage in illegal activity that negatively affects the building, landlord, or other occupants
- ▮ receive a government order telling you to move out (e.g. illegal suite)

ILLEGAL SUITES

- ▮ Illegal suites are covered by the *Residential Tenancy Act*
- ▮ If an illegal suite is discovered by your City, it may be shut down
- ▮ If your City orders you to move out, your landlord is required to give you a One Month Eviction Notice but **NO COMPENSATION**



EVICTIION

TWO MONTH NOTICE FOR LANDLORD'S USE OF PROPERTY

You may get this notice if your landlord or their close family decide to move into your place.

☛ **"CLOSE FAMILY":**

- ☛ Landlord's spouse
- ☛ Parents or children of the landlord or the landlord's spouse

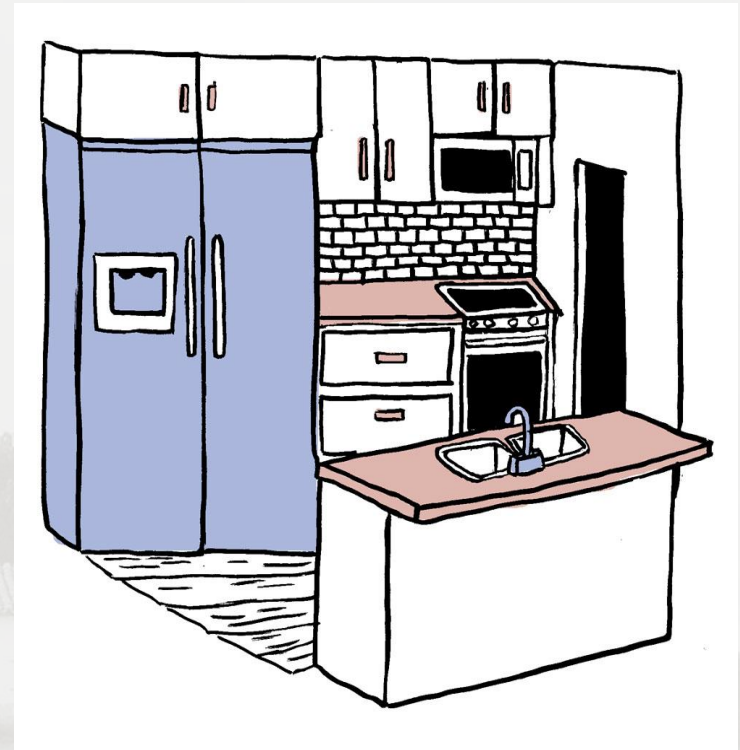


EVICTON:

FOUR MONTH NOTICE FOR LANDLORD'S USE OF PROPERTY

You may get this notice if your landlord wants to:

- demolish your rental unit
- make **EXTENSIVE** renovations that require you to **MOVE OUT** for an extended period of time
- convert the property into non-residential use



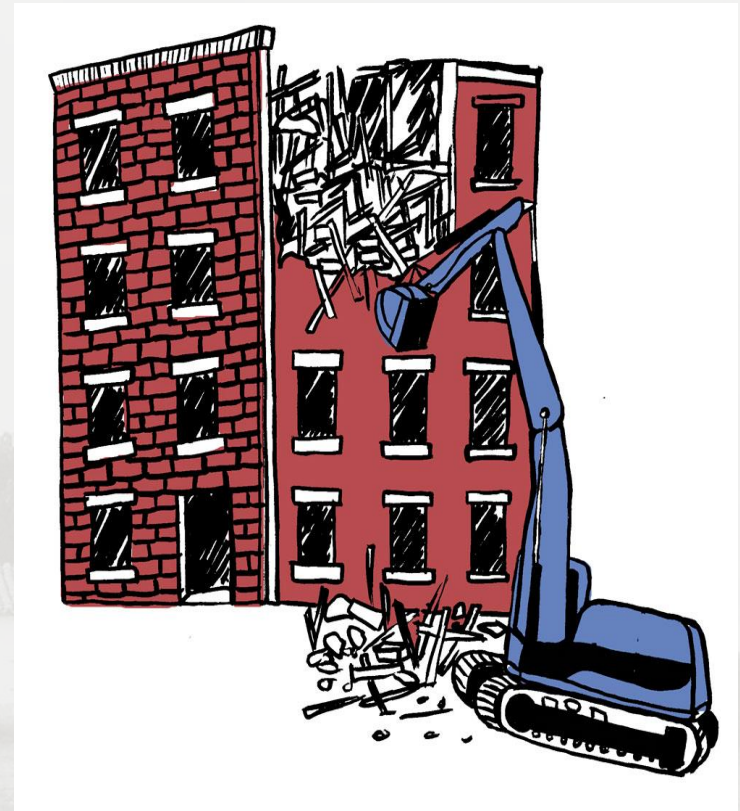
EVICTIION

FOUR MONTH NOTICE FOR LANDLORD'S USE OF PROPERTY

Questions to consider:

- ☛ Have **PERMITS** been obtained?
- ☛ How extensive are the renovations?
- ☛ How long will the unit be vacant?
- ☛ How much of the unit will be affected?

Common law allows a tenant to accommodate some renovations to avoid eviction and continue their tenancy.



EVICTIION

TWO AND FOUR MONTH NOTICES FOR LANDLORD'S USE OF PROPERTY

- ☛ If a tenant receives a Two or Four Month Eviction Notice, they get compensated for **ONE MONTH** of rent.
 - Example: they can live there free for the last month.
- ☛ If a tenant wants to move before the two months are up, they can provide **10 DAYS'** notice in writing and still be compensated for the last month.
- ☛ If you have evidence that the landlord never followed through with what they said they would do on the Two or Four Month Eviction Notice, you can apply for **12 MONTHS OF RENT** as compensation.

EVICTIION

RIGHT OF FIRST REFUSAL

- ☛ In residential properties containing five or more rental units, tenants being evicted due to renovations or repairs have a “**RIGHT OF FIRST REFUSAL**” to return to their unit once the renovations or repairs have been completed.
- ☛ Tenant must provide RTB form, “Exercising Right of First Refusal”
- ☛ At least 45 days before the completion of the renovations or repairs, landlord must inform the tenant of the date their renovated unit will be available and provide them with a new tenancy agreement for that effective date
 - **NO LIMIT ON NEW RENT!**
- ☛ If a landlord does not follow the right of first refusal rules, they could end up owing **12 MONTHS OF RENT** as compensation.

SELLING A TENANTED PROPERTY

- A landlord cannot issue an eviction notice simply because they have put a rental property up for sale.
- When a tenant's rental unit is sold, the existing tenancy agreement **TRANSFERS** to the new owner.
- The seller can issue an eviction notice on behalf of the purchaser if the purchaser, or a "close family" of the purchaser, plans to move in, **AND** all conditions of the sale have been satisfied.

DISPUTING AN EVICTIION NOTICE

If a tenant does not think they deserve to be evicted, they can challenge the eviction notice at dispute resolution.

10 Day Notice = **5 DAYS** to dispute

1 Month Notice = **10 DAYS** to dispute

2 Month Notice = **15 DAYS** to dispute

4 Month Notice = **30 DAYS** to dispute

EVICTIION PROCESS

In order to legally remove a tenant, a landlord must obtain:

1. RTB Order of Possession
2. BC Supreme Court Writ of Possession
3. Services of a Court-Approved Bailiff

CHALLENGING / ENFORCING A RTB DECISION

▮ RTB Review

- Circumstances beyond individual's control
- New and relevant evidence
- Fraud

▮ Judicial Review through BC Supreme Court

- TRAC Housing Law Clinic
- Community Legal Assistance Society (CLAS)

▮ Monetary order enforcement at Small Claims Court

- TRAC Housing Law Clinic

KEY **TENANT** RESPONSIBILITIES



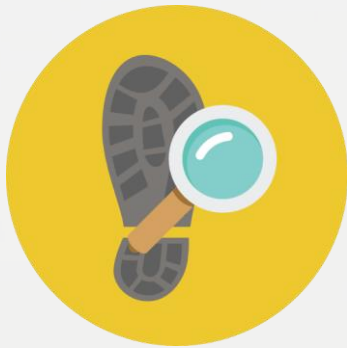
- ▮ Pay rent in full and on time
- ▮ Keep the rental unit reasonably clean
- ▮ Notify the landlord of any repairs immediately
- ▮ Pay for any damage caused beyond normal “wear and tear”
- ▮ Don’t unreasonably disturb others
- ▮ Don’t do anything illegal and dangerous

KEY LANDLORD RESPONSIBILITIES

- ▮ Provide a copy of the tenancy agreement
- ▮ Provide opportunities to complete both move-in and move-out Condition Inspection Reports
- ▮ Provide a receipt for rent paid in cash
- ▮ Return deposits on time
- ▮ Make repairs to ensure that the rental unit complies with health, housing, and safety standards required by law
- ▮ Provide quiet enjoyment to tenants



FINAL THOUGHTS



If you want to tell your landlord to stop breaking the law, ask them in **WRITING**.

tenants.bc.ca/resources/template-letters



Always remember to think about gathering **EVIDENCE**.

Take photographs, get witnesses, keep receipts, etc.



If you are unsure about something, **ASK** for help!

TRAC is open from
Monday-Friday

CONTACT TRAC



tenants.bc.ca



rentingitright.ca



(604) 255-0546

1 (800) 665-1185



@tracbc



@trac_bc



@trac_bc

CONTACT RTB



gov.bc.ca/landlordtenant



hsrto@gov.bc.ca



(604) 660-1020

1(800) 665-8779

Offices:

400 – 5021 Kingsway Ave, Burnaby

390 Main St. (at Hastings), Vancouver *

Service BC Centres:

www.servicebc.gov.bc.ca/locations

* Only accepts dispute resolution applications
from low income tenants

Feedback?

For tenants -
surveymonkey.com/r/ZLXQPYP

For advocates -
surveymonkey.com/r/Z7G7TNB

