



A Guide for Landlords & Tenants in British Columbia

Residential Tenancy Branch



Throughout the guide, the Residential Tenancy Branch is referred to as the RTB. Please don't hesitate to contact us if you have any questions.

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Contact Information

Website

- » www.gov.bc.ca/landlordtenant

Phone

- » 604-660-1020 (Lower Mainland)
- » 250-387-1602 (Victoria)
- » 1-800-665-8779 (Elsewhere in BC)

Email

- » HSRTO@gov.bc.ca
Note: evidence cannot be submitted by email.

In person

- » The RTB partners with Service BC in over 60 communities. To find a Service BC location: www.servicebc.gov.bc.ca/locations/

Introduction

This guide provides general information about the *Residential Tenancy Act* and Regulation. Where the Act and this guide differ, the Act prevails.

It is essential for both landlords and tenants to understand their rights and responsibilities. It is important to keep up-to-date on British Columbia's rental laws and comply with those laws and the terms contained in your tenancy agreement.

Residential Tenancy Act and Regulation

British Columbia's *Residential Tenancy Act* (the Act) and Regulation apply to:

- » Tenancy agreements
- » Rental units
- » Residential properties

The Act does not apply to:

- » Commercial tenancies
- » Emergency and transitional housing
- » Community care, continuing care and assisted living facilities
- » Public or private hospitals
- » Accommodation owned or operated by an educational institution
- » Accommodation where the tenant shares bathroom or kitchen facilities with the accommodation's owner
- » Accommodation occupied for vacation or travel
- » Co-ops or not for profit cooperative housing where the tenant is a member of the cooperative
- » Correctional institutions
- » Accommodation rented under a tenancy agreement for a term longer than 20 years.

In a mobile home park, many tenants own their manufactured home and only rent the site that it sits on; they are covered under the *Manufactured Home Park Act*. If a tenant is renting the manufactured home and its site, they are covered under the *Residential Tenancy Act*.

The Acts and Regulations are available online at: www.gov.bc.ca/landlordtenant

Starting a Tenancy

Definitions and Clarifications

The Landlord

A landlord is someone who, in exchange for rent, gives another person (the tenant) the right to use the residential property.

A landlord can be:

- » The owner of the building
- » The owner's agent
- » The owner's successors

The landlord must:

- » Comply with British Columbia's rental laws
- » Make sure the rental unit and building are maintained according to the health, safety and housing standards established by law
- » Make repairs and keep the unit and building in good condition
- » Pay the utility bills if utilities are included in the rent
- » Investigate any complaints about disturbances
- » Ensure that the tenant's right to quiet enjoyment and peaceful occupation of the premises is respected

The landlord must not:

- » Charge for accepting or processing a tenancy application
- » Charge for reviewing or accepting an application
- » Enter the unit without permission, except in an emergency

The Tenant

The tenant is someone who pays rent in exchange for the right to use the residential property.

A tenant must:

- » Pay rent and other fees on time
- » Maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and residential property

- » Ensure their guests and pets:
 - Do not damage the property, but if there are damages, repair them as soon as possible
 - Do not disturb other people in the building or neighbouring property
 - Do not endanger the safety of others on the property

Co-Tenants

Co-tenants are two or more tenants who rent the same property and have signed the same tenancy agreement. Co-tenants have equal rights, are jointly responsible for meeting the terms of the agreement, and are liable for any debts or damages relating to the tenancy. This means the landlord can recover the full amount of rent, utilities or any repair cost for damages from all or any one of the co-tenants.

Since all co-tenants have equal rights, if one co-tenant gives proper notice to end the tenancy, the agreement will end on the effective date of that notice and everyone must move out, even if the notice has not been signed by all co-tenants. If agreed to by the landlord, a new tenancy agreement can be signed with a tenant wishing to stay. However, a move-out condition inspection should be completed to close the old tenancy and a move-in condition inspection done to indicate the start of the new agreement.

Tenants Under the Age of 19

A person under the age of 19 who enters into a tenancy agreement is legally responsible for the tenancy.

Discrimination

A landlord cannot discriminate in tenancies based on a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age or legal source of income (Section 10 of the Human Rights Code).

For instance, income assistance is a legal source of income and a landlord cannot refuse to rent to someone for this reason alone. A landlord usually cannot refuse to rent to people because they have children, but can limit the number of people living in a rental unit.

Exceptions:

- » The rental unit is in a building or development reserved for people age 55 or older
- » The rental unit is designated for people with disabilities

To complain about discrimination or to ask for more information, contact:

BC Human Rights Tribunal

1170 – 605 Robson Street

Vancouver BC V6B 5J3

Phone: 604-775-2000

Fax: 604-775-2020

TTY: 604-775-2021

Toll-free in British Columbia: 1-888-440-8844

Email: BCHumanRightsTribunal@gov.bc.ca

Website: www.BCHRT.bc.ca

Protection of Personal Information

A landlord might ask for personal information from a prospective tenant to conduct a credit or reference check. The landlord must protect this personal information and comply with the *Personal Information Protection Act*.

People concerned about protection of their personal information should contact:

Office of the Information and Privacy Commissioner for

British Columbia

PO Box 9038 Stn Prov Govt

Victoria BC V8W 9A4

Phone: 250-387-5629

Fax: 250-387-1696

Email: info@oipc.bc.ca

Website: www.oipc.bc.ca/

Residential Tenancy Agreement

Every landlord and tenant must enter into a Residential Tenancy Agreement in writing. This is a contract that establishes the rules regarding the tenancy.

The tenancy agreement must be signed and dated by both landlord and tenant. Once the agreement is signed, it is final and legally binding. Not complying with the tenancy agreement can have negative results, such as loss of rent or eviction. Therefore, it is important to be clear about what is and is not acceptable when negotiating the agreement and to understand each term.

Where a tenancy agreement conflicts with legal rights, some terms might not be enforceable. A term that is oppressive or grossly unfair to either the landlord or tenant is “unconscionable” and cannot be enforced.

You can find a sample Residential Tenancy Agreement at: www.gov.bc.ca/landlordtenant

The landlord must give the tenant a copy of the signed and dated tenancy agreement within 21 days of signing.

A Material Term

A material term is something so important that the slightest breach of the term may be cause to end the tenancy. For more information on material terms see Policy Guideline 8. (www.gov.bc.ca/landlordtenant).

Terms that Must be in a Tenancy Agreement

A landlord can create a tenancy agreement as long as it complies with all laws and rules. The agreement must include:

- » Legal names of the landlord and tenant
- » Address and telephone number of the landlord or landlord’s agent
- » Address of the rental unit
- » The date on which the tenancy starts
- » For a fixed term tenancy, the date the tenancy ends and whether the tenancy may continue or whether the tenant must vacate the rental unit on that date

- » The amount of the rent and when it is due
- » The list of services and facilities included in the rent
- » The amount of security or pet damage deposit and when they are to be paid
- » Signatures of the landlord and tenant
- » The date the agreement was signed
- » The standard terms on:
 - Pets
 - Condition inspections
 - Rent increase
 - Assigning or subletting
 - Repairs
 - Occupants and guests
 - Locks
 - Landlord's entry into rental unit
 - Ending the tenancy

Other Terms

Landlords and tenants can agree to and include other terms in the tenancy agreement, as long as those terms comply with the law, are written in the agreement, and are clear and easily understood.

Examples of additional terms:

- » Fees and deposits
- » Who is responsible for utility costs such as heat and electricity
- » Whether smoking is permitted in the unit or on the premises
- » What happens when an additional person joins the household
- » Whether parking is included
- » Whether subletting is allowed

Terms that are contrary to the *Residential Tenancy Act* are not enforceable.

A landlord cannot ask a tenant to agree to never apply for dispute resolution, or include any terms allowing the landlord to keep a deposit for any reason.

Format for a Residential Tenancy Agreement

The tenancy agreement must be easy to understand and read, with all text being at least 8 point in size or larger. This is a sample of 8 point Times New Roman, and this is 8 point Arial.

Security and Pet Damage Deposits

A landlord can require a tenant to pay a security or a pet damage deposit, or both. The security and pet damage deposit combined cannot be more than one month's rent.

The tenant must pay the deposit within 30 days of the date it is required to be paid under the tenancy agreement or a One-Month Notice to End Tenancy can be served.

Security Deposit

A security deposit cannot be more than half of one month's rent.

A landlord can charge only one security deposit for each tenancy agreement. The landlord cannot ask for more deposit money if the rent increases or more people move in, and cannot require a security deposit after the tenancy agreement has begun. Once the security deposit is paid, the tenancy is considered to be started regardless of whether a tenancy agreement is signed.

The security and pet
damagedepositcombined
cannot be more than
one month's rent.

Pet or No Pets

Landlords can decide whether or not they will allow pets. Where pets are permitted, the landlord can restrict the size, kind or number of pets. The landlord can also establish pet-related rules and the tenant must abide by those rules.

Pet Damage Deposit

A landlord who permits a new tenant to have a pet can charge a one-time pet damage deposit at time of move-in. The pet damage deposit cannot be more than half of one month's rent, regardless of the number of pets.

A landlord who permits an existing tenant to have a pet can require the tenant to pay a pet damage deposit no greater than half a month's rent at the current rent value. Before receiving the pet deposit, the landlord must inspect the rental unit with the tenant, complete a new Condition Inspection Report, and provide a copy of the report signed by both parties to the tenant within seven days. The deposit collected can only be used to claim for damages done by a pet.

Pet damage deposits cannot be charged for animals subject to the *Guide Dog and Service Dog Act* or pets that were at the rental unit as of January 1, 2004.

Condition Inspection and Report

What is a Condition Inspection and Report

Condition inspections help protect both landlords and tenants. Condition inspection reports outline the unit's condition before the tenant moves in and after the tenant moves out. You can obtain a sample condition inspection report from our website at www.gov.bc.ca/landlordtenant. The landlord can also use their own form as long as it complies with all laws and rules.

There are two times when a landlord and tenant must inspect the condition of the rental unit together:

1. At the start of the tenancy (or when a tenant acquires a pet if a previous inspection was not done)
2. At the end of the tenancy

The inspection should be done on the tenant's move-in and move-out day when the unit is vacant. The move-out inspection must be done before a new tenant moves in.

During the inspection, the landlord fills in a written record of the unit's condition. It should indicate whether the unit is in perfect or good condition, or if there is any damage such as stains on the rug or holes in the walls. The report can include photographs. Having a record of this

information can be useful if there is a future dispute.

Both the landlord and the tenant sign the completed report. The landlord must give a completed copy to the tenant within seven days of the move-in inspection. If a problem was overlooked and not identified on the condition inspection report, a written notification should be immediately sent to the other party.

When a Condition Inspection is Not Done

The landlord must offer a tenant an opportunity to schedule the condition inspection by proposing one or more dates or times. If none of the times are suitable, the tenant should suggest alternate times to the landlord. If the tenant's proposed times are not suitable, the landlord must offer the tenant a second opportunity and may use the form Notice of Final Opportunity to Schedule a Condition Inspection.

A landlord may lose the right to claim all or part of the security or pet damage deposits if the tenant was not given the required opportunities to inspect the rental unit or if the inspection was completed but the landlord did not give the tenant a copy of the move-out report within 15 days. This requirement does not apply when the tenant abandons the rental unit.

A tenant may lose the right to the return of a security or pet damage deposit if the landlord offered at least two opportunities for the inspection and the tenant did not participate on either occasion. The landlord should make the inspection and complete the Condition Inspection Report without the tenant.

If the tenant or landlord is unable to attend an inspection, someone else can attend on their behalf to act as their agent. The party represented by an agent must inform the other party and provide the name of that agent before the inspection.

During the Tenancy

Paying the Rent

Rent must be paid in full and on time. The day that rent payment is due must be made clear in the tenancy agreement. Rent is overdue if the full amount is not paid by midnight on the day it is due. If a rent payment is mailed, the tenant should mail it far enough in advance to allow delivery by the due date.

A landlord can request post-dated cheques from the tenant, but cannot refuse other methods of payment. The payment of rent should be listed as a term of the Tenancy Agreement (i.e. post-dated cheques or direct deposit) prior to the tenancy starting.

A landlord:

- » Does not have to reinstate the tenancy if partial rent is paid
- » Must provide a receipt when a tenant pays the rent in cash
- » Must make it clear where the rent payment is to be dropped off

There are limited situations when a tenant can withhold the entire or partial rent. These are:

- » By order of the Residential Tenancy Branch (RTB)
- » When the landlord agrees in writing
- » When a tenant has overpaid their deposit
- » When the landlord illegally increases the rent
- » When the landlord does not reimburse the tenant for emergency repairs after receiving the written account and receipts. For more details on Reimbursing a Tenant for Emergency Repairs see page 16 of this guide.

Rent payment is late if the full amount is not paid by midnight on the day it is due.

Late or Unpaid Rent

If a tenant does not pay the rent on time, the landlord can give the tenant:

- » A 10-Day Notice to End Tenancy for unpaid rent

Detailed information on notices can be found on pages 25, 26 and 27 of this guide.

Late or Unpaid Utility Charges

When a tenancy agreement requires the tenant to pay utility charges (for example: heat, hydro or cable) to the landlord, and the tenant has not paid those charges, the landlord can give the tenant a written request for payment. If the utility charges remain unpaid after 30 days, the landlord can serve the tenant with a 10-Day Notice to End Tenancy and treat the unpaid utility charges as unpaid rent.

Rent Increases

Yearly Rent Increase

Rent can increase only once a year and only by an amount permitted by law. The law allows inflation plus 2%, as well as a proportion of increases in some operating costs.

Before increasing the rent, a landlord must:

- » Check the RTB website (www.gov.bc.ca/landlordtenant), call the information line, or visit a branch office to find out the maximum rent increase allowed in the current year
- » Serve the notice to the tenant three whole rental months' before the effective date of the increase using the form Notice of Rent Increase – Residential Rental Units

A tenant does not have to pay an increase that is higher than the amount permitted by law. Instead, the tenant can give the landlord documentation regarding the permitted amount or submit an application for dispute resolution asking for an order requiring the landlord to comply with the law.

Rent can increase only once a year by an amount permitted by law.

If a tenant has paid an increase that was higher than the permitted amount, the tenant may deduct the amount from future rent. The tenant may want to attach a note to the rent to explain the reason for holding back part of the rent.

Additional Rent Increase

To raise the rent above the permitted amount, the landlord must have either the tenant's written agreement or an RTB order, for the reasons listed below.

An order approving the increase might be issued where the landlord:

- » Can demonstrate the rent for a rental unit is significantly lower than that of similar rental units in the area
- » Completed significant repairs or renovations that could not reasonably have been foreseen and will not recur within a reasonable period
- » Incurred a financial loss from an extraordinary increase in operating expenses
- » Incurred a financial loss for the financing costs of purchasing the property that could not reasonably have been foreseen
- » Is the head tenant of a rental unit, has received an additional rent increase, and wishes to increase the rent of a sub-tenant

To apply for an order, the landlord must submit an Application for Additional Rent Increase to the RTB. For costs see the fee schedule on page 44.

Upon receipt of the application, the RTB will give the landlord a notification package including a hearing date. The landlord must notify all the tenants within three days by serving them a copy of the package. At the hearing, the tenants can raise their concerns regarding the landlord's proposed increase.

If an application is approved by the RTB and an order is issued, the landlord must notify affected tenants using the form Notice of Rent Increase – Residential Rental Units. The approved increase should be indicated on the form. The landlord must give tenants three whole rental months' notice before the rent increase comes in effect.

Disputing a Rent Increase

A tenant can dispute a landlord's notice of rent increase that does not comply with the Act by applying for dispute resolution, provided the rent increase was not granted by a RTB arbitrator.

Repairs

Repairing and Maintaining the Property

A landlord and tenant are both responsible for repairs and maintenance.

A landlord must:

- » Maintain the building and property to health, safety and housing standards
- » Keep the building and property in a condition that makes the building reasonably comfortable to live in
- » Oversee repairs for problems
- » Ensure emergency contact information is posted in a visible place in the building, or provide tenants with that information in writing

A tenant must:

- » Repair any damage that they, their guests or pets cause, even if it is an accident
- » Keep the rental unit in a condition that meets health and cleanliness standards
- » Contact the landlord as soon as possible if a repair is needed: all repairs required, that are not the fault of the tenant, their guests, or pets, should go through the landlord

Ongoing repairs that continually disturb a tenant may make a tenancy less valuable and the tenant could be entitled to reduced rent while the work is underway. The landlord and tenant can agree in writing to a temporary rent reduction, or the tenant can submit an application for dispute resolution asking for a rent reduction.

Regular Repairs

A landlord must repair and maintain the rental unit and property in a reasonable state.

Repairs and maintenance are the responsibility of both the landlord and tenant.

A tenant is responsible for repairing any damage they, their guests or pets cause.

To get repairs done, the tenant should submit a written request to the landlord indicating what repairs are needed and asking they be completed within a reasonable period. If the landlord still does not complete the repair within a reasonable period, the tenant can submit an application for dispute resolution asking for an order forcing the landlord to do the repairs. The RTB may also order:

- » The tenant to complete the repair and deduct the cost from the rent
- » The landlord to reduce the rent to reflect the lowered value of the rental unit. For example, when a tenant can use only one of two bedrooms because repairs are required, the landlord may be required to reduce the rent to that of a one-bedroom unit

Emergency Repairs

Repairs are an emergency only if the health or safety of the tenant is in danger, or if the building or property is at risk.

Examples of emergencies under the Act:

- » Major leaks in pipes or the roof
- » Damaged or blocked plumbing fixtures or sewer pipes
- » Malfunctioning electrical systems
- » Broken central or primary heating systems
- » Defective locks that let anyone enter the rental unit without a key

A landlord must provide in writing or post in a visible place an emergency contact name and phone number.

Situations that are not emergencies include:

- » A burned out heating element on a stove
- » A doorbell not functioning
- » Lost keys

When an emergency arises, the tenant must try to call the emergency contact at least twice, allowing a reasonable amount of time for the contact to respond each time. The tenant may wish to have evidence of these attempts, such as a witness or written notes. If the emergency contact does not respond, the tenant may have the work done at a reasonable repair cost. The landlord may take over the repair work at any time.

Reimbursing a Tenant for Emergency Repairs

A landlord must compensate a tenant who paid for emergency repairs if the tenant:

- » Did not cause the damage, or the tenant's guest or pet did not cause the damage
- » Attempted to contact the landlord's designated emergency contact on a least two different occasions
- » Allowed a reasonable time for the contact person to respond
- » Provided the landlord with a written account of the repairs with receipts and requested reimbursement from the landlord

If a landlord does not reimburse the tenant after receiving the written account and receipts, the tenant can deduct the emergency repair costs from the rent.

If a tenant deducts the repair costs from the rent and the landlord believes the repair costs were too high, unnecessary, or the result of the tenant not taking proper care of the rental unit, the landlord can:

- » Submit an application for dispute resolution asking for a monetary claim against the tenant
- » Serve the tenant with a 10-Day Notice to End Tenancy for unpaid rent

The tenant can dispute either notice through the RTB dispute resolution process. When a hearing results in a decision in the landlord's favour, the tenant may be ordered to pay a specific amount to the landlord within a certain time frame. If a tenant does not pay, the landlord can:

- » Deduct the amount from the security deposit that is outlined on the RTB order
- » Have the order enforced through the Small Claims Court
- » After 30 days, issue a One-Month Notice to End Tenancy for non-compliance with an order

Other Important Rights and Responsibilities

Quiet Enjoyment

A landlord must provide quiet enjoyment to all tenants. This means reasonable privacy, freedom from unreasonable disturbance, exclusive possession of the rental unit and use of common areas for reasonable purposes.

On the other hand, tenants must make sure they, their guests and pets do not unreasonably disturb other occupants.

If tenants are unreasonably disturbed and the landlord fails to take action, the tenants may submit an application for dispute resolution asking for the landlord to provide quiet enjoyment or compensate tenants for their loss of quiet enjoyment.

Ending or Restricting a Non-Essential Service or Facility

A landlord can eliminate or restrict a non-essential service or facility (for example, cable TV) if the tenant can purchase it direct from a supplier. However, a landlord could not eliminate an essential service or refuse to repair the elevator from a high-rise building.

The landlord must provide 30 days written notice using the form Notice Terminating or Restricting a Service or Facility and reduce the rent in an amount equivalent to the value of the service being discontinued. A tenant may dispute the proposed change by applying for dispute resolution.

Non-Refundable Fees that Can be Charged by a Landlord

The landlord can charge non-refundable fees for replacement or extra keys, access cards, garage door openers and other related items. The fees charged cannot be more than the actual cost of the items.

A landlord can also recover the fee charged by a bank if a tenant's cheque is returned. In addition, a term can be included in the tenancy agreement requiring the tenant to pay a fee up to \$25 when a cheque is returned or if the rent is paid late.

A tenant may also be required to pay a fee for something that is not included in the tenancy agreement, such as parking. A tenant in a condominium can be charged move-in and move-out fees as required by the strata corporation.

When a tenant does not pay a required fee, the landlord can submit an application for dispute resolution for the tenant to pay the fee.

Additional Person(s) Joining the Household

The tenancy agreement can indicate the number of people permitted to live in the rental unit. If the landlord plans to increase the rent when more people move in, the amount must be written in the tenancy agreement at the start of the tenancy.

When the number of people living in a rental unit is unreasonable, the landlord can serve a One-Month Notice to End Tenancy. If the tenant submits an application for dispute resolution to dispute the notice, the landlord must demonstrate why the number of occupants is unreasonable and give reasons for restricting the number of occupants.

A landlord can write in the tenancy agreement how many people can live in the unit and by how much the rent will increase if more people move in.

Before issuing the notice, the landlord should discuss the matter with the tenants, or issue a warning letter to the tenants, advising that there are too many people in the rental unit and some need to move.

Subletting or Assigning a Tenancy

A sublet occurs when the original tenant rents the rental unit to someone else. The original tenant remains responsible to the landlord while the sub-tenant lives there. The original tenant becomes a landlord and must have a written tenancy agreement with the sub-tenant.

An assignment is where the original tenant gives up the rental unit and the new tenant and the landlord continue under the existing tenancy agreement. Unless the landlord agrees otherwise, the original tenant may retain some residual liability.

A tenant must have the landlord's written consent before subletting or assigning a rental unit to someone else. If a tenant assigns or sublets without the landlord's consent, the landlord may serve the original tenant a One-Month Notice to End Tenancy and the sub-tenant must move out.

A landlord is entitled to ask for information to conduct credit or reference checks on a prospective tenant, and may withhold consent if it appears the prospective tenant will not be able to comply with the terms of the

tenancy agreement. The landlord cannot unreasonably refuse to sublet or assign a tenancy when the tenancy is fixed-term of six months or more.

If the tenant believes that the landlord is unreasonably refusing to allow an assignment or sublet, the tenant can file for dispute resolution. The landlord cannot accept a payment or other benefit for allowing a tenant to assign or sublet a tenancy.

Access

Tenants and Guests Access

A landlord must provide access to the building for:

- » A tenant
- » A tenant's guests
- » Any political candidates or their representatives who are canvassing or distributing material

A landlord cannot:

- » Unreasonably restrict access
- » Make rules that would limit a person's ability to enter the rental unit
- » Charge a fee for overnight guests
- » Make rules such as "no guests after 10 p.m." or "no overnight guests"

A landlord or tenant cannot alter access to a rental unit, such as changing the locks, except by mutual agreement or by an RTB order.

Landlord Access

A landlord may enter a tenant's home between the hours of 8 a.m. and 9 p.m. (unless the tenant agrees to another time), after giving proper written notice stating the date, time and reason for the entry.

The purpose of the entry must be reasonable. The tenant must receive the written notice at least 24 hours, and not more than 30 days, before the time of entry. Where proper notice has been given to the tenant, the landlord can enter whether the tenant is home or not. The landlord can conduct a monthly inspection where proper notice is given to the tenant. A landlord may also enter any common areas, that are shared with others like hallways, courtyards and laundry facilities, at any time without giving the tenant notice.

When proper notice is given to the tenant, the landlord can enter whether the tenant is home or not.

The landlord can enter the rental unit:

- » With the tenant's consent
- » With an RTB order
- » If an emergency exists and the entry is necessary to protect life or property

Selling and Showing a Rental Unit

When a rental unit is for sale or rent, the landlord must have the tenant's permission, or give the tenant proper written notice, before showing the rental unit.

The tenant and landlord can agree to a schedule of viewing times included in a single notice. If there is no agreement, the landlord must give proper notice each time before showing the rental unit.

The landlord must keep in mind that the tenant is entitled to reasonable privacy and freedom from unreasonable disturbance. The tenant is not required to vacate the unit during real estate showings.

When a rental unit is sold, the tenant does not automatically have to move. If the new landlord or a close family member intends to move in, the original landlord must serve a Two-Month Notice to End Tenancy for Landlord's Use of Property. For more information, see pages 27, 28, 29 of this guide.

Locks

When Moving In

The landlord must provide each tenant with a key to the building and the unit at no cost. The landlord must change the locks or other system of access to the rental unit if the tenant makes the request at the beginning of a new tenancy and if the locks were not changed at the end of the previous tenancy. The tenant cannot change the lock without the written permission from the landlord or an RTB order.

Tenant Changing Locks

A tenant must not change locks on their rental unit without the landlord's written permission. A tenant can also submit an application for dispute resolution asking for permission to change the locks.

If a tenant has the only keys to a rental unit and an emergency occurs when the tenant is not available to open the door, the door can be removed by emergency personnel or the landlord, possibly at the tenant's cost.

When a tenant changes the locks without proper approval, the landlord can give written notice that the tenant has contravened the law and must correct the situation within a specific but reasonable period. The tenant must change the locks back and pay for the work done or give the landlord keys to the new locks. If the original lock was keyed to a master key, the tenant may need to restore the original lock. If the tenant does not do so, the landlord can give the tenant a One-Month Notice to End Tenancy.

Ending the Tenancy

A tenancy ends when:

- » The tenancy agreement is a fixed term that specifies the tenant will move out at the end of the term
- » The tenant or landlord gives notice to end the tenancy in accordance with the law
- » The tenancy agreement is frustrated by circumstances beyond the landlord or tenant's control
- » The tenant moves out or abandons the rental unit
- » The landlord is granted an order by the RTB
- » The tenant and landlord mutually agree in writing to end the tenancy

A landlord and tenant can agree in writing at any time that the tenancy agreement will end on a specified date. The landlord or the tenant can draw up their own agreement or use the form *Mutual Agreement to End a Tenancy*.

The written agreement can be part of a fixed-term tenancy agreement, specifying the tenant will move out of the rental unit at the end of the fixed term.

When a Tenancy Ends

Move-Out Timeline

The tenant must move out by 1:00 p.m. on the last day of the tenancy. This means the unit must be cleaned and all keys given to the landlord by 1:00 p.m. on the last day.

The tenant must move out by 1:00 p.m. on the last day of the tenancy.

A tenant who has not moved by 1:00 p.m. on the last day of the tenancy could be responsible for any costs incurred by the landlord. These costs could include fees the landlord paid to accommodate the incoming tenant and store their belongings until they were able to move in.

Frustrated Tenancy Agreement

A tenancy agreement would be frustrated if it becomes impossible to meet the terms of the contract through circumstances beyond anyone's reasonable control, or if the terms can only be met in a substantially different manner.

An example of this situation is when there is an earthquake that damages the rental unit so that it cannot be occupied for an extended period. The tenancy agreement ends when the unexpected event occurs. Neither the landlord nor the tenant is required to give the other a notice to end the tenancy.

Fixed-Term Tenancy Agreement

A tenant can move at the end of a fixed-term agreement without giving notice if the tenancy agreement specifies that the tenant must move out from the premises at the end of the tenancy.

A tenant who ends a fixed-term tenancy early without the landlord's agreement can be held accountable for any loss.

When a tenant is not required to move out at the end of the tenancy but wants to do so, the tenant must give one full month's notice. The notice cannot take effect before the end date specified in the agreement. The notice must be signed by the tenant and indicate the complete address of the rental unit and the date the tenant plans to end the tenancy. Verbal notice is not acceptable.

When a tenant is not required to move out at the end of the tenancy and wants to stay, the landlord and tenant may sign another fixed-term tenancy agreement. If a new fixed term agreement is not signed the tenancy automatically reverts to month-to-month. Once the tenancy is month-to-month, the landlord cannot force the tenant to go back to another fixed term or sign a new agreement.

The tenant must have the landlord's written agreement to end a fixed-term tenancy early. A tenancy agreement can include a term requiring the tenant to pay some form of compensation to end the tenancy early. A tenant who does not give proper notice could be responsible for paying any costs incurred by the landlord. This could include paying advertising costs and loss of rent.

The tenant could also ask the landlord for permission to sublet or assign the agreement. To assign the lease, the tenant must find someone else to take over the tenancy agreement. The landlord has the right to check references and approve any potential tenant.

A tenant who ends a fixed-term tenancy early without the landlord's agreement can be held accountable for any loss incurred by the landlord, such as rent or advertising costs to re-rent the unit. The landlord is obliged to limit any potential loss by actively trying to rent the unit.

Notice to End Tenancy

Ways for a Tenant to Give Notice to End Tenancy

For a month-to-month, or periodic tenancy agreement, a tenant must serve written notice to end tenancy so that it's received:

- » At least one month before the effective date of the notice, and
- » Before the day that rent is due

The tenant must ensure the landlord receives written notice in one of the following ways:

- » In person
 - The notice may also be given to an adult who lives with the landlord or to someone who acts as an agent for the landlord
- » By posting the notice on the landlord's door or putting it in the mailbox at least three days before the last day of the month

- » By mail at least five days before the last day of the month
 - Registered mail provides the tenant a receipt to prove delivery

When the tenancy is for a fixed term, the notice cannot take effect before the end date specified in the tenancy agreement. The tenant should keep a record of how the notice was served, including the date, time, name of the person served, method and location of service.

Ways for a Landlord to Give Notice to End Tenancy

A landlord must serve notice using the appropriate Notice to End Tenancy form. Each form lists all the valid reasons and the amount of time the landlord must give. Generally, a landlord must give at least one month's notice. However, a tenant that has not paid the rent on time can be given a 10-day notice.

When the tenancy is for a fixed term, the notice cannot take effect before the end date specified in the tenancy agreement, unless the reason for the notice is non-payment of rent or utilities or for cause.

The landlord should keep a copy of the notice.

How a Landlord Serves the Notice to End Tenancy

- » By leaving a copy with the tenant or at the tenant's residence with an adult who apparently resides with the person. The notice is considered served the same day
 - » By leaving a copy in a mailbox or mail slot for the address at which the tenant resides. The notice is considered served three full days later
 - » By attaching a copy to a door or other conspicuous place at the address at which the tenant resides. The notice is considered served three full days later
 - » By transmitting a copy to a fax number provided as an address for service by the tenant. The notice is considered served three full days later
 - » By sending a copy by ordinary mail or registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing
 - » As ordered by the RTB
- | |
|---|
| The method used to serve a notice impacts the process timeline. |
|---|

Sliding the notice under the door, texting, or using e-mail is not valid under the Act.

Example of Timing for a One-Month Notice

Types of Service	Period	Day Served	End of Tenancy
In person	Immediate	April 30	May 31
In mailbox	Three days	April 27	May 31
Posted on the door	Three days	April 27	May 31
By fax	Three days	April 27	May 31
By mail	Five days	April 25	May 31

10-Day Notice to End Tenancy

A tenant who does not pay all the rent or utilities when they are due can be served a 10-Day Notice to End Tenancy.

The notice becomes void and the tenancy continues if the tenant pays all the rent and utilities owing within five days of receiving the notice.

A tenant can dispute the notice by submitting an application for dispute resolution within five days of receiving the notice. It is important to take the correct steps. Writing a letter or talking to the landlord is not enough. A tenant disputing a notice must still pay all rent owing within five days in order to cancel the notice.

A tenant who does not pay the rent or dispute the notice within five days must move out within 10 days of receiving the notice.

A tenant who is going to be away for an extended period should let the landlord know and make arrangements to have the rent paid.

Direct Request

A Direct Request is a procedure to process landlord applications for orders of possession when a 10-Day Notice to End Tenancy for Unpaid Rent or Utilities has been served and not contested. This procedure can only be used when an application is made in person at a Residential Tenancy Branch or Service BC office and includes the required copies of:

- » The tenancy agreement

- » The 10-Day Notice to End Tenancy which includes the Direct Request explanation
- » A completed Proof of Service Form along with a registered mail receipt or written receipt signed by the tenant or witnessed by another person confirming the notice was served
- » Details of any monetary claim
- » When payment for utilities is required, the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities
- » If rent has increased since the tenancy began, all Notices of Rent Increase
- » Any other documents that support the application

The RTB reviews the material and makes a decision without a participatory hearing. If the landlord is successful, the RTB will grant an Order of Possession and/or a Monetary Order.

To request a review of a Direct Request decision, the tenant must submit an application for review no later than two days after receiving the decision or order. Because there is no participatory hearing, fraud is the only reason that will be considered for a review of the decision.

One-Month Notice

The landlord can serve the tenant with a One-Month Notice to End Tenancy for several reasons, including:

- » The tenants, guests or pets have:
 - Caused extraordinary damage or put the landlord's property at significant risk
 - Damaged property over and above reasonable wear and tear and have not made repairs within a reasonable period
 - Seriously jeopardized the safety or rights of the landlord or another occupant
 - Significantly interfered with or unreasonably disturbed the landlord or another occupant
 - Adversely affected the quiet enjoyment, security, safety or physical well-being of other occupants
 - Engaged in illegal activity that has caused or is likely to cause damage to the rental property

- Jeopardized a lawful right or interest of the landlord or other occupant
- » The tenant:
 - Has not paid the security deposit or pet damage deposit within 30 days of the date of entering into a tenancy agreement
 - Is repeatedly late paying rent
 - Has broken a material term and has not complied after receiving written notice from the landlord
 - Knowingly gave false information about the rental unit or building to someone interested in renting a unit or buying the building
 - Assigned or sublet the rental unit without the landlord's consent
 - Was provided with a rental unit as a condition of their employment and that employment has ended
 - Has not complied within 30 days of receiving an RTB order
 - Has an unreasonable number of occupants living in the unit

A One-Month Notice must cover a full rental month. For example in a tenancy that starts on the first of the month, a notice given on March 15 would not take effect until the last day of April.

Two-Month Notice

The landlord must serve the tenant with two month's notice where the landlord plans to use the property, do major construction or when the tenant no longer qualifies for subsidized housing.

A Two-Month Notice must cover a full two-month period. For example: a tenancy that starts on the first of the month, a notice given on March 15 would not take effect until the last day of May. When the tenancy is for a fixed term, the move-out date cannot be before the final day of the fixed term.

A tenant that receives a Two-Month Notice can move out earlier than the date specified on the notice, unless the tenancy is for a fixed term. The tenant must give the landlord at least 10 days written notice and pay the rent up to the move-out date. Where the tenant has already paid a full month's rent, the landlord must refund the unused portion of the rent.

When a landlord ends a tenancy for landlord's use of property, the landlord must give the tenant the equivalent of one month's rent on or before the effective date of the notice.

The tenant may withhold the last month's rent. If the rental unit is not used for the reasons given in the notice within a reasonable period, the tenant may apply for dispute resolution, asking for compensation equivalent to two months' rent. At the hearing, the landlord should be prepared to demonstrate there was an honest intent to occupy, renovate, convert or demolish at the time the notice was issued.

Landlord's Use of Property

This applies when the landlord:

- » Moves in or has a close family member live in the rental unit
- » Sells the property and the new owner, or a close family member of the new owner, intends to live in the rental unit. "Close family member" means the owner's or spouse's father, mother or child.

The existing landlord must receive a request in writing from the new owner before the notice can be served. The notice must indicate that the purchaser requires vacant possession in order for the purchaser, or close family member, to move in. When a new owner wants to use the property for any other purpose, the existing landlord cannot serve the Two-Month Notice to End Tenancy.

When a landlord ends a tenancy for landlord's use of property, the landlord must give the tenant the equivalent of one month's rent.

Major Construction

Major construction means:

- » Demolishing the rental unit or doing major renovations that require the building or rental unit be empty for the work to be done. When possible, renovations should be done without evicting the tenant. For example, if the renovations require the unit to be vacant for a short period, the tenant could be relocated and later return to the unit
- » Converting the rental unit to a strata property unit, a non-profit co-operative or society, or a not-for-profit housing co-operative under the *Cooperative Association Act*

- » Converting the rental unit for non-residential use, such as a shop
- » Converting the rental unit into a caretaker's premises

The landlord must have all required government permits and approvals in place before issuing the notice for any of the above reasons.

Tenant No Longer Qualifies for Subsidized Housing

A landlord who is a public body may serve a Two-Month Notice to End Tenancy if the tenant ceases to qualify for a subsidized rental unit. The tenancy agreement must state that this is a reason for ending tenancy. "Public bodies" are listed in the Residential Tenancy Regulation.

Disputing a Notice to End Tenancy

A tenant who believes a Notice to End Tenancy is not justified can apply for dispute resolution asking for the notice to be set aside. If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice.

Type of Notice	Application for Dispute Resolution Must be Submitted
10-Day Notice for non-payment of rent	Within five days of receiving the notice
One-Month Notice	Within 10 days of receiving the notice
Two-Month Notice	Within 15 days of receiving the notice

The landlord should talk to the tenant to confirm the moving date. The landlord may decide to apply for an Order of Possession immediately after the tenant's deadline to dispute the notice has passed.

Order of Possession

An Order of Possession gives the landlord the right to regain possession of the rental unit and requires the tenant to move out. When applying for an Order of Possession, the landlord must provide a copy of the Notice to End Tenancy and be able to prove that it was served correctly.

A landlord can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed.

When a tenant submits an application to dispute a Notice to End Tenancy, and if the tenant's application is not successful, the landlord can make an oral request for an Order of Possession at the same hearing.

An Order of Possession may be issued without a further hearing in some circumstances.

When the Tenant Does Not Move Out

A landlord cannot physically remove a tenant, even when the tenancy has legally ended. A landlord also cannot lock the tenant out or take the tenant's property without a Writ of Possession from the Supreme Court of British Columbia or without evidence that the tenant has abandoned the premises.

To have a tenant removed, the landlord must first get an Order of Possession from the RTB. The landlord must then serve the order on the tenant. If the tenant does not leave by the date noted on the order, the landlord must file the Order of Possession with the Supreme Court. The Supreme Court will issue a Writ of Possession. The writ gives a court-appointed bailiff the authority to remove the tenant's belongings from the property and return possession of the property to the landlord. This process can happen quickly, often within a few days.

The Writ also gives the bailiff the authority to sell the tenant's possessions to recover costs for enforcing the Order of Possession. The removed tenant can also be required to cover the related costs, which include bailiff fees and expenses of the incoming tenant such as alternate accommodation, meals, additional moving costs or truck rental fees.

Ending a Tenancy Without Full Notice

By the Landlord

Where it would be unreasonable or unfair to a landlord or other tenants to wait for a One-Month Notice to End Tenancy to take effect, a landlord can seek an Order of Possession without issuing that notice if a tenant or the tenant's guests have:

- » Significantly interfered with or unreasonably disturbed another occupant, or the landlord

- » Seriously jeopardized the safety, rights or interests of the landlord or another occupant
- » Engaged in illegal activity that has caused or could cause damage to the property, disturb or threaten the security, safety or physical well-being of another occupant, or jeopardize a lawful right or interest of another occupant or the landlord
- » Caused major damage to the property or put the landlord's property at significant risk

At the dispute resolution hearing, the landlord must provide convincing evidence that justifies not giving full notice and demonstrate it would be unreasonable or unfair to wait for a notice to take effect.

By the Tenant

If a landlord has breached a material term of the tenancy agreement, the tenant could decide to end the tenancy without giving full notice.

Before ending the tenancy, the tenant must:

1. Provide the landlord written notice of the decision to end the tenancy indicating the breach
2. Give a reasonable period for the landlord to correct the problem
3. If need be, submit an application for dispute resolution.

The landlord may also submit an application for dispute resolution asking to set aside the tenant's notice. The RTB might decide in the landlord's favour if:

- » The term was not material
- » The breach was not serious enough to end the tenancy
- » The tenant did not exercise all available options beforehand, such as communicating directly with the landlord and applying for dispute resolution.

There are also other ways to end a tenancy without full notice:

- » Mutual agreement
- » Vacancy clause in tenancy agreement

When the Tenant Abandons the Unit

Abandonment occurs when the tenant gives up the tenancy and possession of the rental unit without properly giving notice to the landlord. Where the rent has been paid, a landlord cannot determine abandonment.

A tenant who is going to be away for an extended period should let the landlord know and make arrangements to have the rent paid. Otherwise, a landlord may believe the tenant has abandoned their possessions and the tenancy.

Where the rent has not been paid, the landlord could determine abandonment if:

- » The tenant removes most of their possessions from the building
- » The tenant has not occupied the unit for at least one month
- » The tenant told the landlord that he/she does not intend to return
- » Circumstances are such that the tenant is not expected to return

When a tenant abandons the unit and owes rent, the landlord can submit an application for dispute resolution asking for the rent and other costs such as cleaning.

Whenever a landlord applies for dispute resolution, they must provide a valid address for the former tenant.

After the Tenancy

At the end of a tenancy:

- » The landlord and tenant must complete a Condition Inspection Report, sign the report and agree to any deductions
- » Within 15 days, the landlord must give the tenant a copy of the Condition Inspection Report
- » The tenant has one year to give the landlord a forwarding address in writing to request the return of the security deposit
- » Within 15 days of receiving the forwarding address or the end of tenancy, whichever is the latest, the landlord must return the appropriate amount of security or pet damage deposits, or apply to keep all or part of the deposit. See page 33 for more information

Move-out Condition Inspection

The landlord and tenant must inspect the unit together before another tenant takes possession.

Before the inspection, the tenant should:

- » Remove all belongings
- » Clean the unit
- » Fix any damage caused by the tenant, guests or a pet

Comparing the move-in and move-out Condition Inspection Reports can be helpful when reaching an agreement regarding the amount to be deducted from a deposit, if any.

For more information on Condition Inspection and Report, refer to pages 9 and 10 of this guide.

Security Deposit and Pet Damage Deposit

Return of Deposits

After a tenant has moved out and given the landlord a forwarding address in writing, the landlord has 15 days to do one of the following:

- » Return deposit monies, with interest, to the tenant
- » Ask the tenant to agree in writing to any deductions and return the difference to the tenant
- » Submit a dispute resolution application asking to keep all or some of a deposit

A tenant must give the landlord a forwarding address in writing to claim all or some of the deposits.

A landlord who wants to keep all or some of a deposit must either:

- » Get the tenant's written consent
- » Obtain an order from the RTB to deduct a specified amount from the deposit
- » Have an order from a previous dispute resolution process which the tenant has not yet paid

A landlord may want to keep some of a deposit to cover:

- » Damage the tenant or guests caused to the rental unit beyond normal wear and tear
- » Damage pets caused to the rental unit beyond normal wear and tear (Pet Damage Deposit only)
- » Unpaid rent or bills
- » Changing the locks if the keys were not returned
- » Costs if the tenant moves out without giving proper notice

A landlord can keep all of a deposit if:

- » A tenant does not provide a forwarding address, in writing, within one year
- » The landlord offered at least two opportunities for the inspection and the tenant did not participate on either occasion

A landlord who doesn't follow proper procedures can be ordered to pay the tenant double the amount of the deposits.

Calculating Interest on Security or Pet Damage Deposits

The landlord must calculate the interest owing on the full amount of the deposit, before any deductions are made. The interest is calculated from the date the tenant paid the deposit to the date it will be returned to the tenant.

The Deposit Interest Calculator on RTB's website makes this calculation very easy.

Claiming for Damages Against the Deposits

If the tenancy began on or after January 1, 2004, a landlord can file a claim for damages if the tenant was offered at least two opportunities to do a move-in inspection or if a copy of the completed Condition Inspection Report was provided to the tenant within seven days.

If the tenancy began before January 1, 2004, and a move-in Condition Inspection Report was not completed, the landlord and tenant should attempt to come to agreement regarding any proposed deduction.

A landlord can claim for damages or costs for cleaning of the unit against the security or pet damage deposits if the tenant was offered at

least two opportunities to do a move-out inspection or if a copy of the Condition Inspection Report was provided to the tenant within 15 days of completion.

If one co-tenant moves out, the landlord is not obligated to do a move-out inspection and the security and pet damage deposits remain in the landlord's trust until the end of tenancy.

Note that the landlord still can file for dispute resolution for monetary orders.

Disputes Related to Security or Pet Damage Deposits

When a tenant and landlord cannot come to an agreement regarding the deductions, the landlord can submit an application for dispute resolution to have the matter settled. The landlord must submit the application within 15 days of the end of the tenancy or the tenant providing a forwarding address in writing, whichever is later. A landlord who has submitted an application for dispute resolution can hold the deposit until the matter is resolved.

Either the tenant or landlord can submit an application to recover part or all the deposits.

If the landlord does not apply for dispute resolution, does not return the security or pet damage deposits, or if the landlord makes a deduction without the tenant's approval, a tenant who has given the landlord a forwarding address in writing has up to two years from the end of the tenancy to submit an application for dispute resolution. However, a tenant who has not given to the landlord his/her forwarding address in writing within one year from the end of the tenancy loses the right to the deposits.

After the tenant serves the landlord with the dispute resolution notice, the landlord may also submit an application asking for a monetary claim against the tenant. The landlord can either serve the tenant at the forwarding address provided by the tenant, or the address provided on the tenant's dispute resolution application. Note that the landlord's claim might not be heard at that same hearing.

Tenant's Possessions

Tenant Leaves Possessions Behind

Any possessions left behind after a tenant has not paid rent or occupied the rental unit for one month can be considered abandoned. If only a few possessions are left, the landlord can consider the probability that those possessions were forgotten or left as being of no value. The landlord has to decide whether to wait a month before removing the possessions and re-renting the rental unit or take immediate possession of the unit. The landlord must keep a written inventory of any abandoned property and may wish to take photographs of the items to document their condition. Generally, the landlord must store the items in a safe place for 60 days to allow the tenant a chance to claim them. However, the landlord can also dispose of the property in an appropriate manner if:

- » The property has a total market value of less than \$500
- » The cost of removing or storing the property would be more than the proceeds of its sale
- » The storage of the property would be unsanitary or unsafe

If a tenant does not claim the items from the landlord after 60 days, the items can be sold. From those proceeds, the landlord can deduct any amounts owed plus the costs of storing and disposing of the property. Any leftover amount must be forwarded to the Administrator under the *Unclaimed Property Act*.

Disposing of Abandoned Possessions

At least 30 days before disposing of the possessions, the landlord must:

- » Give notice to any person who has registered a financial statement with the Personal Property Registry using the name of the tenant or the serial number of the property
- » Give notice to anyone who, to the knowledge of the landlord, claims an interest in the possessions
- » Post a notice in a newspaper published in the area where the rental unit is located

The notice must include:

- » The name of the tenant
- » The address of the rental unit

- » The name and address of the landlord
- » A description of the possessions to be sold
- » A statement that the possessions will be disposed of after 30 days of the notice being served or posted unless the person being notified takes the possessions, establishes a right to the possessions, or makes a dispute resolution or a Supreme Court application to establish such a right

The landlord must give notice in accordance with the *Personal Property Security Act*. Any person taking possession of property in which they have an interest must pay the landlord's moving and storage costs.

Landlord's Duty of Care

When dealing with a tenant's personal property, the landlord should take into consideration the circumstances and the nature of the property. The law requires the landlord exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.

Solving Problems

Dispute Resolution

Resolving a Dispute

A landlord and tenant should try to resolve any disagreement they may

have before it becomes a bigger issue. To do this, it is essential for both to know their rights and responsibilities under the law and the terms of their tenancy agreement.

In addition to this guide, the RTB provides information sheets and Policy Guidelines that clarify rental laws.

When trying to reach an agreement, it is helpful to put concerns in writing to the other person and provide some relevant documentation. Keep in mind, the other person might need time to review the information and decide whether to change their position. If an agreement is reached, put it in writing for future reference.

When a disagreement occurs, the landlord and tenant should try to resolve the problem and keep a copy of the agreed solution in writing.

When resolution cannot be reached, either the landlord or tenant can ask the RTB for assistance. The RTB might be able to help by providing additional information. If all else fails, a person can also submit an application for dispute resolution to the RTB.

The Dispute Resolution Process

When a person submits an Application for Dispute Resolution a formal process begins. This process is similar to a court proceeding. The RTB schedules a hearing and maintains a file on each case.

During the process, the RTB hears both sides, weighs the evidence, and makes a decision.

These are examples of the types of issues that can go to dispute resolution:

- » Tenant disputing a Notice to End Tenancy
- » Tenant wanting an order requiring a landlord to repair the rental unit or property
- » Tenant wanting monetary compensation from a landlord for a tenancy-related issue or debt
- » Landlord wanting an Order of Possession if a tenant will not move on a specified date
- » Landlord wanting monetary compensation from a tenant for unpaid rent or damages

The dispute resolution process cannot be used when a dispute is between tenants or between occupants sharing a rental unit.

The Dispute Resolution Decision

The RTB has 30 days to issue a written decision. During this period further submissions, evidence or information will not be accepted unless requested by the RTB. The written decision will give the reasons for the decision and be signed and dated. Both the applicant and respondent will receive a copy of the decision. RTB decisions are legally binding.

The RTB hears both sides, weighs the evidence and makes a legally binding decision.

The RTB can dismiss the case if they believe the application to be frivolous, vexatious, trivial or not in good faith.

Administrative Penalties

An administrative penalty as high as \$5,000 a day can be imposed on landlords and tenants who repeatedly contravene the *Residential Tenancy Act* or Regulation or repeatedly and deliberately disregard a RTB decision or order.

For more information on Administrative Penalties, see Policy Guideline 41, or visit the RTB website at: www.gov.bc.ca/landlordtenant.

The Hearing

The Dispute Resolution Hearing

Hearings take place at the scheduled time and usually last less than an hour.

Who Should Participate

Both the applicant and respondent should attend the hearing. Either or both can have someone representing them at the hearing. This person is called an agent, and might be a lawyer, advocate, friend, or relative.

What Happens at a Hearing

During a hearing, the applicant and respondent present their case and give the best evidence possible to support their claims. It is against the law to give false or misleading information.

The RTB will base the decision on the merits of each case, the information presented by both landlord and tenant, the law and direction or precedent provided by the Supreme Court of British Columbia. The decision may not reflect other decisions made by the RTB, since the testimony and evidence in those hearings may result in a different outcome.

The RTB may also assist the parties to resolve the dispute and can record any settlement in the form of a decision or order.

One Hearing for Multiple Applications

There are two situations when more than one application can be heard at a hearing:

1. Joined Applications – Tenants

Where two or more applications submitted by different tenants name the same landlord and deal with the same issue, and one order will provide adequate solution for all applicants.

Tenants wishing to join their applications must submit the form *Tenant's Request to Join Applications for Dispute Resolution*.

2. Joined Applications – Landlords

Where two or more applications are related to one tenancy agreement.

Landlords wishing to join their applications must submit the form *Landlord's Request to Join Applications for Dispute Resolution*.

Those who apply for joined dispute resolution must agree in writing to deal with all the issues at once. Each applicant must file an *Application for Dispute Resolution* and then submit a *Request to Join Applications for Dispute Resolution*. The RTB considers all requests to join applications.

Cross-Applications Landlords and Tenants

Cross-applications are when two or more applications involve the same landlord, same tenant and same property and the issues are the same.

Either the landlord or tenant can inform the RTB that there is another application in process involving the same parties. The RTB may schedule a single hearing to deal with all the applications in process.

Scheduling the Dispute Resolution Hearing

Most dispute resolution hearings are held over the phone. Either the applicant or respondent can request, in advance, a face-to-face hearing to meet special needs, such as hearing impairment, that would make a hearing by phone difficult.

The RTB will prepare a hearing package for the applicant and each respondent. The hearing package indicates the hearing date and time, and includes information such as how to prepare for dispute resolution and serve evidence.

The applicant has three days to serve the respondent the hearing package.

Most dispute resolution hearings are held over the phone. If you have special needs, it is your responsibility to let RTB staff know in advance of the hearing.

Serving the Notice of Hearing Package

The applicant must serve the notice of hearing package within three days in one of the ways recognized by the RTB:

- » Leaving it with the tenant, landlord or an agent of the landlord
- » Sending it by registered mail to the address at which the tenant resides or at which the landlord carries on business as a landlord
- » Sending it by registered mail to the tenant's forwarding address
- » Serving the package in a manner ordered by the RTB

When applying for an Order of Possession or asking for an order to end a tenancy early the landlord must serve the hearing package in one of the following ways:

- » Leaving it with the tenant
- » Serving it by registered mail to the address at which the tenant resides
- » Leaving it at the tenant's residence with an adult who apparently resides with the tenant
- » Attaching it to a door or other conspicuous place at the address at which the tenant resides
- » Serving the package in a manner ordered by the RTB

The person who served the documents may need to either attend the hearing or provide a sworn Certificate of Service to prove the documents were served.

Monetary Claims

The RTB can hear a claim for money up to \$25,000. A claim for more than \$25,000 must be made through the Supreme Court of British Columbia.

A landlord or tenant has up to two years from the end of the tenancy to submit an application for dispute resolution seeking a monetary claim for debts or damages.

Examples of monetary claims by landlords include:

- » Rent owing
- » Damage that is more than normal wear and tear

Examples of monetary claims by tenants include:

- » Recovery of all or part of the security or pet damage deposits
- » Compensation for the rental unit being unusable in part or in whole
- » Recovery of the cost of emergency repairs

A monetary award will not be given for damage to the tenant's possessions unless the tenant can demonstrate the landlord was negligent and at fault.

Tenants should obtain insurance to cover damage to their own possessions. Only in exceptional circumstances can a tenant claim against the landlord's insurance.

Deadlines

Deadlines for Applying for Dispute Resolution

A landlord has 15 days after a tenancy ends, or the tenant provides their new address in writing, to submit an Application for Dispute Resolution when a tenant will not agree to a deduction from the security or pet damage deposits.

A tenant, who has given to the landlord a forwarding address within one year of leaving a unit, has up to two years after a tenancy ends to submit an Application for Dispute Resolution to make a monetary claim for return of a security or pet damage deposit. If a tenant submits an application during the two year period, the landlord has the right to file an opposing claim but it must be received before the tenant's claim is heard.

Deadlines to Dispute a Notice to End Tenancy

A tenant who wishes to dispute a Notice to End Tenancy should submit an application as soon as possible and must do so within specific deadlines. A landlord can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed.

When the deadline falls on a holiday or weekend, it is extended to the next business day.

The RTB may extend the deadline for a tenant to dispute the notice, but only in very limited and exceptional circumstances. For instance, the tenant proves he or she was hospitalized and unavailable to submit an application for dispute resolution.

Type of Notice to End Tenancy	Timeline After Tenant Receives Notice
10-Day Notice: unpaid rent	
Tenant can submit an application for dispute resolution	Within five days
Landlord can apply for Order of Possession	On or after the sixth day
One-Month Notice: cause	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
One-Month Notice: end of employment with the landlord	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
Two-Month Notice: landlord's use of property or tenant ceases to qualify for subsidized rental unit	
Tenant can submit an application for dispute resolution	Within 15 days
Landlord can apply for Order of Possession	On or after the 16th day

Applications

Completing an Application for Dispute Resolution

A landlord or tenant, or their representative, can submit an Application for Dispute Resolution. The applicant must be able to provide the names and contact information for the respondents, who are the people with whom the applicant is having the disagreement.

To submit an application, the applicant must:

- » Complete an Application for Dispute Resolution form
- » Submit the form and pay the filing fee, or submit an approved fee waiver form

In an application made by a landlord, there may be one or more tenants who are respondents.

In an application made by a tenant, the respondent is the landlord, which may include other persons associated with the landlord, such as a property manager or building superintendent.

Where to Get an Application for Dispute Resolution Form

- » Web-based forms can be completed and filed online at:
www.gov.bc.ca/landlordtenant
- » Paper copies are available at any RTB office or Service BC location

Submitting the Form and Paying the Filing Fee

Filing Fee	Charged when . . .
\$100	Applicant is filing an Application for Dispute Resolution
\$50	Applicant is submitting an Application for Review Consideration
\$300 (plus \$10 per unit or manufactured home site to a maximum of \$600)	Landlord is filing an Application for an Additional Rent Increase (above the regulated limit)

There are several ways to pay:

Application Submitted	Payment Method
Via RTB's online service	Credit card
In person to Service BC	Credit card, debit card, cash or certified cheques
In person to the RTB	» Credit card, debit card, cash, certified cheques or money order » The RTB does not accept personal cheques

Fee Waivers

The RTB may waive fees in exceptional circumstances. To request a fee waiver, an applicant must submit an Application to Waive Filing Fee with proof of current total household income (e.g., pay or support stubs).

Evidence

Evidence for a Dispute Resolution Hearing

Evidence can be any type of proof presented by the parties at a dispute resolution proceeding in support of the case, including:

- » Written documents, such as the tenancy agreement, letters, printed copies of emails, receipts, pictures and the sworn or unsworn statements of the witnesses
- » Digital photographs, digital audio recordings or digital video recordings
- » Oral statements of the parties or witnesses that may be given under oath or affirmation

Physical objects such as a piece of carpet or a light bulb should not be submitted as evidence and will not be accepted by the RTB. Instead, submit photographs or video, or a clear description of the item and the problem. When odours are at issue, witness statements may be helpful.

Digital Evidence

Digital evidence includes photographs, audio recordings or video recordings that are submitted on an electronic device. The RTB still accepts printed photographs on paper.

Evidence is due at the time the application is made or as soon as possible after that.

Paper documents, paper receipts, written agreements and invoices will not be considered if they are submitted digitally.

Whenever digital evidence is submitted, the party providing it must:

- » Give a printed written description of the digital evidence to the other party and the RTB
- » Make sure that both the other party and the RTB can gain access to the files
- » Meet all deadlines for evidence
- » Provide the RTB with a file copy on USB memory stick; a compact disk (CD) or digital video disk (DVD).

Submitting Evidence to the RTB

The RTB must receive a copy of any evidence for a hearing as soon as possible, and in any event, at least 14 days before the hearing date. Respondent evidence must be received seven calendar days before the hearing date.

Contact the RTB if you are not able to provide all your evidence with your application, or soon after receiving a Notice of Hearing.

Serving Evidence on the Other Party

To ensure the hearing is fair, copies of all evidence must be served on the other party, as well as the RTB, as soon as possible and at least 14 days before the dispute resolution hearing. Copies of documents must be clear, readable, and organized.

At the hearing, a person must be able to prove that they served evidence, and with digital evidence, that they checked that the other person can gain access to it. If the other party did not get the evidence on time or has not had a fair chance to review it, the RTB may postpone the hearing or not permit the evidence to be considered.

Orders and Decisions

An Order

In some instances the RTB may issue an order. Only the successful party will be provided a copy of the order.

Enforcing an Order

The RTB does not enforce orders.

The RTB does not enforce orders.

To enforce an order, the successful party must first serve the order on the other person. If the other person does not comply, the successful party must apply to the Courts of British Columbia:

- » Monetary orders are enforced through the Small Claims Court
- » Orders of Possession are enforced through the Supreme Court of British Columbia

Correction or Clarification of a Decision or Order

The RTB may make a correction or clarification:

- » On their own initiative
- » If one of the parties submits a Request for Correction or Clarification within 15 days after the decision or order is received

The RTB does not need to conduct a hearing to:

- » Correct typographic, grammatical, arithmetic or similar errors in the order
- » Clarify the decision or order
- » Deal with an obvious error or inadvertent omission in the decision or order

Review of a Decision or Order

No one, other than the arbitrator who made the order, or the Supreme Court of British Columbia, has the authority to change a RTB original decision or order.

To request a review, a party must submit an Application to Review a Decision or Order and provide sufficient evidence to support the grounds for the review. A review is not an opportunity to re-argue the original case. The process is simply to decide if a new hearing should be held.

An application for review can be made without giving notice to the other party. However, if the RTB decides to allow the review hearing, the applicant must serve the other party a copy of the Notice of Hearing within three days. During the review hearing, both parties will have an opportunity to respond.

The RTB may review an order if a party:

- » Can prove they were unable to attend the original hearing due to circumstances beyond their control
- » Has new and relevant evidence that was not available at the time of the original hearing
- » Has evidence that the RTB decision was obtained by fraud

The application to review must be submitted with the filing fee (or fee waiver) within:

- » Two days from when a copy of the decision or order is received when it relates to:
 - An Order of Possession
 - Sublet or assignment of a tenancy
 - A Notice to End Tenancy for unpaid rent
- » Five days from when a copy of the decision or order is received when it relates to:
 - Repairs or maintenance
 - Services or facilities
 - A Notice to End Tenancy (except for unpaid rent)
- » Fifteen days from when a copy of the decision or order is received when it relates to any other matter

The applicant must clearly indicate the grounds for review and attach sufficient evidence at time of submitting the application. Evidence may include affidavits, documents, or exhibits. The RTB decides whether to reopen the matter based solely on the application and accompanying evidence.

Judicial Review

A person directly affected by a RTB decision can apply for a judicial review if it is believed that the RTB:

- » Was biased
- » Made an error in the application of the law
- » Failed to comply with the rules of procedural fairness

You must apply to the BC Supreme Court for Judicial Review.

Forms

The following forms are available online or by contacting any RTB office or Service BC office.

At the Start of a Tenancy

Residential Tenancy Agreement – A contract signed by both the landlord and tenant establishing the rules of the tenancy.

Condition Inspection Report – A report listing the condition of the unit on the tenant's move-in and move-out day when the unit is vacant.

During the Tenancy

Notice of Rent Increase – A landlord must give a tenant a copy of this completed notice at least three full months before a rent increase is due to take effect.

Notice Terminating or Restricting a Service or Facility – A landlord must give the tenant a copy of this completed notice at least 30 days before terminating or restricting a service or facility.

Application for Additional Rent Increase – A landlord must use this form to submit a request for permission for a rent increase over the regulated annual amount.

Ending the Tenancy

Notice to End Tenancy – A landlord must use one of these notices depending on the reason to end tenancy.

- » 10-Day Notice to End Tenancy
- » One-Month Notice to End Tenancy
- » Two-Month Notice to End Tenancy

Mutual Agreement to End a Tenancy – This form can be used when a landlord and tenant both agree to voluntarily end the tenancy.

Notice of Final Opportunity to Schedule a Condition Inspection – A landlord must use this form to propose an alternate time for a condition inspection to a tenant if the landlord and tenant are unable to reach a mutual agreement regarding a time.

Solving Problems

Application for Dispute Resolution – The person wanting the RTB to resolve a dispute must fill out and submit this application to a RTB office or Service BC office. Applications may also be submitted online at www.gov.bc.ca/landlordtenant

Application to Review an RTB Decision or Order – Landlords and tenants use this form to request a review of a RTB order or decision. Strict deadlines apply.

Application for Substituted Service – This form can be used by both landlords and tenants when requesting an order to serve documents in a method other than those required by the *Residential Tenancy Act*.

Application to Waive Filing Fee – A person must use this form to request that the RTB waive the fee for filing an Application for Dispute Resolution.

Join Applications for Dispute Resolution Landlord's Request – Landlords use this form to request that two or more dispute resolution applications be heard together.

Join Applications for Dispute Resolution Tenant's Request – Tenants use this form to request that two or more dispute resolution applications be heard together.

Request for Clarification – This form is used to request that the RTB clarifies a decision.

Request for Correction – This form is used to request that the RTB deal with any obvious error or inadvertent omission.

