

Tenant Survival Guide

Tenant Resource & Advisory Centre

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About the Tenant Survival Guide

Disclaimer

TRAC makes no representations, express or implied, that the information contained in the *Tenant Survival Guide* can or will be used or interpreted in any particular way by any government agency or court. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as a substitute for the advice of competent counsel.

Top Five Survival Tips for Problem Free Renting

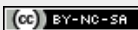
1. Read the *Tenant Survival Guide*
2. Take TRAC's online course, Renting It Right
3. Gather evidence and put everything in writing
4. Carefully review anything you are asked to sign
5. Pay your full rent on time

Still facing problems with your landlord? Visit TRAC's website ^[1] or call TRAC's Tenant Infoline at 604-255-0546 or 1-800-665-1185.

Publication details



The *Tenant Survival Guide* is produced by the Tenant Resource & Advisory Centre, a non-profit organization that promotes the legal protection of residential tenants across BC by providing information, education, support, and research on residential tenancy matters.

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Online version

The online version of the *Tenant Survival Guide* is available on Clicklaw Wikibooks at wiki.clicklaw.bc.ca ^[2]. The online version should be consulted for the most recent information on topics covered by this publication.

Information about TRAC publications

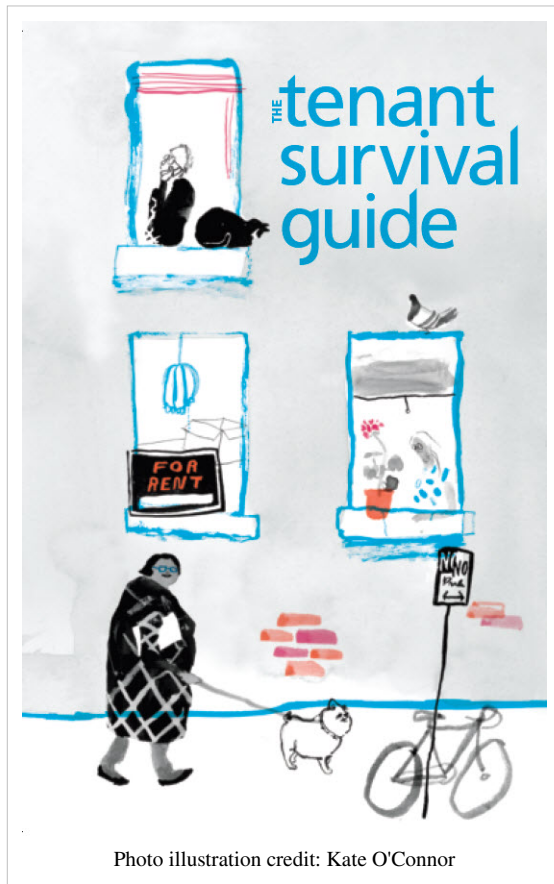
To request a copy of the *Tenant Survival Guide*, contact Emma Lazo at emma@tenants.bc.ca.

TRAC's Online Course

TRAC offers a FREE video-based and self-paced online course, *Renting it Right* ^[3], that gives tenants practical and legal information on how to find rental housing and maintain a stable tenancy. Students who register and pass a final exam are provided with a certificate of completion.

Connect with TRAC

- Check out TRAC's Facebook Page ^[4].
- Follow TRAC on Twitter at @trac_bc ^[5].
- Become a TRAC Member ^[6].



References

- [1] <http://www.tenants.bc.ca>
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- [4] <https://www.facebook.com/pages/TRAC-Tenant-Resource-Advisory-Centre/168382706535263>
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- [6] <http://tenants.bc.ca/membership/>

Preparing to Rent

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: educate yourself about renting in BC. Read this *Tenant Survival Guide* and complete TRAC's online course, *Renting It Right* ^[1].

DO NOT: forget that by signing a tenancy agreement you are entering into a legal contract. Protect yourself by learning about your rights and responsibilities under the *Residential Tenancy Act*.

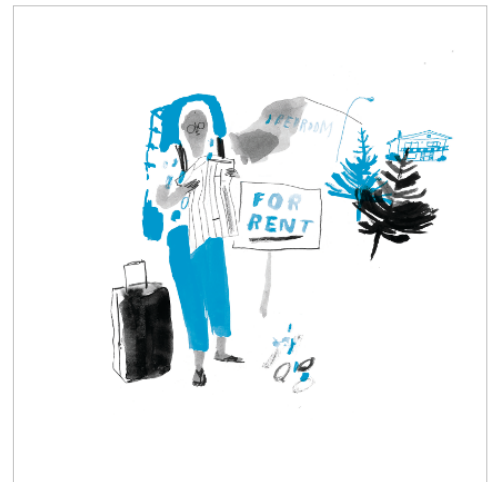
The law in BC

If you pay rent for your home, you are most likely protected by the *Residential Tenancy Act (RTA)* ^[2] – the law that outlines tenants' and landlords' rights and responsibilities. The *RTA* is a provincial law that applies only to British Columbia (BC). If you have rented in other provinces or countries, do not assume that the same rules apply. After reading this *Tenant Survival Guide*, you may be surprised at how BC's tenancy laws differ from tenancy laws around the world.

One of the most important things to understand about the *RTA* is that it cannot be avoided. All tenants are guaranteed certain legal rights by law, regardless of what their tenancy agreement says. According to section 5 of the *RTA*, any term of an agreement that “contracts out” of the *RTA* is considered unenforceable. If your landlord tries to unfairly reduce your rights in this way, contact the Tenant Resource & Advisory Centre (TRAC) or the Residential Tenancy Branch (RTB) for more information.

The RTB is the department of the provincial government in charge of residential tenancy law. The most important service they provide is dispute resolution, which is essentially BC's tenant-landlord “court”. With over 1.5 million tenants living in BC, there is never a shortage of residential tenancy law disputes. When tenants and landlords cannot resolve disputes on their own, they can apply for dispute resolution to have an “arbitrator” make a legally-binding decision on their behalf. The RTB also offers tenants and landlords the following services and resources:

- legal information in person, over the phone, and by email;
- website ^[3] and social media;
- online tools, such as a Solution Explorer ^[4] and Calculators ^[5];
- online application ^[6] process for dispute resolution;
- approved residential tenancy forms ^[7];



- Rules of Procedure^[8] for Dispute Resolution; and
- Policy Guidelines^[9] on key topics.

Are you covered by the law?

When renting a home in BC, you want to be covered by the *Residential Tenancy Act (RTA)*^[2]. If the *RTA* does not apply to your living situation, you will still have certain rights under common law, but they will be less clear and harder to enforce. The Tenant Resource & Advisory Centre (TRAC) and Residential Tenancy Branch (RTB) can only provide legal assistance to tenants and landlords protected by the *RTA*.

Housing *not* covered by the *RTA*

Section 4^[10] of the *RTA* lists the types of living situations not covered by the *RTA*:

- accommodation where the tenant shares a bathroom or kitchen with the owner of the property;
- accommodation provided to a student or employee by their school;
- accommodation included with property occupied primarily for business purposes and rented under a single agreement;
- vacation or travel accommodation;
- emergency shelters and transitional housing;
- correctional institutions;
- rental agreements with terms of 20 years or longer;
- accommodation rented by a housing cooperative, or “co-op”, to a member of the cooperative;
- accommodation in a housing-based health facility that provides hospitality support services and personal health care;
- accommodation made available in the course of providing rehabilitative or therapeutic treatment or services;
- housing that falls under the *Community Care and Assisted Living Act*^[11], *Continuing Care Act*^[12], or *Hospital Act*^[13]; and
- accommodation, if designated under the *Mental Health Act*^[14], in a Provincial mental health facility, an observation unit, or a psychiatric unit.

If the *RTA* does not cover your living situation, you will not be able to apply for dispute resolution through the RTB. Instead, you may need to use Small Claims Court^[15], the Civil Resolution Tribunal^[16], or BC Supreme Court^[17].

Occupants / Roommates: There is another living situation that may not be covered by the *RTA*, but is also not mentioned in section 4. If you rent from a tenant with whom you live, you may not be protected. This type of setup is common in shared houses where a “head-tenant” rents out a room to a roommate. Unless the landlord agrees to add the new roommate as a “tenant”, that person will most likely be considered an “occupant/roommate” and not be covered under the *RTA*. See RTB Policy Guideline 19^[18] for more information.

If you currently rent a room from a tenant with whom you live, consider speaking to their landlord about being added to your roommate’s tenancy as a “co-tenant”, or signing a separate agreement. If that is not possible, you and the tenant to whom you pay rent can consider signing a contract that outlines the rules you both agree to follow. This will offer some legal protection, even though your situation is not covered by the *RTA*.

Manufactured (Mobile) Homes: Manufactured Home Park Tenancies, also known as mobile home tenancies, *may or may not be covered by the RTA*. If you own a mobile home and rent the land it sits on, your tenancy falls under the *Manufactured Home Park Tenancy Act*^[19] (*MHPTA*). However, if you rent a mobile home within a manufactured home park, your tenancy falls under the *RTA*. As long as you are covered by either the *RTA* or *MHPTA*, you can access the RTB’s resources, including dispute resolution.

Housing covered by the RTA

The good news is that most rental housing in BC is protected by the *Residential Tenancy Act (RTA)* ^[2]. Tenants most commonly live in apartment buildings or rented houses, including secondary suites, but the *RTA* can apply to other types of housing too. Rented co-op units, hotel tenancies, illegal secondary suites, rental units on “lands reserved for Indians”, strata buildings (condos or townhomes), subsidized housing, and verbal tenancies can all be covered by the *RTA*, to varying degrees. These types of tenancies may involve additional laws and governing bodies and can present complex scenarios for tenants and landlords.

Cooperative Housing: The *RTA* does not apply to accommodation rented by a housing cooperative, or “co-op”, to a member of the cooperative. However, if you rent from a member of a co-op, and are not a member yourself, you will most likely be protected by the *RTA*.

Hotels and Single Room Occupancies (SROs): Hotels are covered by the *RTA*, if a tenancy has been established and the property is the tenant’s primary and permanent home. You have probably heard of a specific type of hotel known as a Single Room Occupancy Hotel, or “SRO”. These are commonly found in Vancouver’s Downtown Eastside and provide short-term or long-term housing to low income tenants. Like standard hotels, SROs are covered under the *RTA*, if there is a tenancy agreement in place and the property is the tenant’s primary and permanent home. See RTB Policy Guideline 27 ^[20] for more information.

Illegal Secondary Suites: A secondary suite could be a basement suite, laneway house, or other unit that is on the same property as a residential house. If a secondary suite does not comply with zoning and bylaw requirements, or has not been registered with the City, it may be considered an “illegal suite”.

The most important thing to remember about illegal suites is that they are covered by the *RTA*. That being said, it is not ideal to be living in one, as your housing could be at risk if your City finds out about the suite. This can sometimes happen if a dispute with a neighbour turns into a complaint to the City, or if you go to the City seeking help with repair or maintenance concerns.

When a City discovers an illegal suite, they may decide to shut it down. If this is the case, you will be given a One Month Eviction Notice for Cause under section 47(1)(k) ^[21] of the *RTA* and your landlord will most likely not be responsible for paying any of your moving expenses.

Rentals on “Lands Reserved for Indians”: If you are renting a home on “lands reserved for Indians” (Reserve Lands) as defined by section 91(24) of the *Constitution Act*, the *RTA* may partially apply. Any disputes over use and possession of Reserve Lands, such as eviction, fall under the authority of the Federal Government – not the provincial RTB. However, the *RTA* may apply to a situation involving a monetary claim, such as the return of a security deposit, but only if the landlord is not an Indian or Indian Band, as defined by the *Indian Act*. See RTB Policy Guideline 27 ^[20] for more information.

Strata Buildings (Condos or Townhomes): In strata buildings, owners own individual units but share ownership of the common space. When you rent a strata property from an owner, you are covered by both the *RTA* and *Strata Property Act* ^[22] (*SPA*). All strata buildings have a set of bylaws and rules that owners and tenants must follow. When entering into a tenancy, your landlord should have you sign a “Form K” ^[23], which indicates that you have been notified of the current bylaws and rules. Even though you are not an owner, you may still be subject to fines or fees. For example, you might have to pay fees when moving in and moving out according to section 7(f) ^[24] of the *Residential Tenancy Regulation*, or you may have to pay fines levied by the strata corporation if you disturb neighbours or damage property according to section 131 ^[25] of the *SPA*.

A strata corporation can also try to evict a tenant under section 138 ^[26] of the *SPA* by serving a One Month Notice for Cause under section 47 ^[21] of the *RTA*. However, even though this section exists in the *SPA*, the RTB has been known to

deny jurisdiction in such cases at dispute resolution, claiming that a strata corporation does not fit the definition of “landlord” in section 1^[27] of the *RTA*. This is a grey area of the law where the *SPA* and *RTA* somewhat contradict each other. If you receive an eviction notice from a strata corporation, the safest action is to not ignore it. Instead, apply for dispute resolution and allow an arbitrator to rule on the matter.


Subsidized Housing: The term “subsidized housing” generally applies to any housing where the government provides monetary assistance to lower the rent. Unless you are a member of a housing cooperative, or “co-op”, subsidized housing is covered by the *RTA*. Here are the most common types of subsidized housing:

- Public housing: a government department, BC Housing, manages rental units for low-income families, seniors, and people with disabilities.
- Non-profit housing: non-profit organizations receive government money to manage subsidized rental units for tenants throughout the province.
- Rental supplements:
 - Shelter Aid for Elderly Renters^[28] (SAFER) – cash assistance for eligible BC residents who are age 60 or over and pay rent for their homes.
 - Rental Assistance Program^[29] (RAP) – cash assistance for eligible low-income working families to help with monthly rent payments in the private market.

Verbal Tenancies: Although section 13^[30] of the *RTA* requires landlords to prepare tenancy agreements in writing, section 1^[27] of the *RTA* also says that a tenancy agreement can be “oral, express or implied”. This means that you do not have to sign a written agreement to establish a tenancy. Despite the fact that verbal tenancies are covered by the *RTA*, it is still always best to have a written agreement with your landlord.

Landlords, owners, and agents

It is important to understand the difference between the terms “owner”, “landlord”, and “agent”. All tenancies under the *Residential Tenancy Act*^[2] (*RTA*) have an owner who is automatically considered a landlord. In addition, some tenancies will include agents acting as secondary landlords on behalf of the owner. For example, if you rent a unit in a large apartment building, there is a good chance the owner will hire a property management company to manage the building. In this situation, the owner and the property management company, acting as the owner’s agent, are considered your landlords. This means that if you have any problems during your tenancy, you can list both of them on an application for dispute resolution. See section 1^[27] of the *RTA* for more information.

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Finding Rental Housing

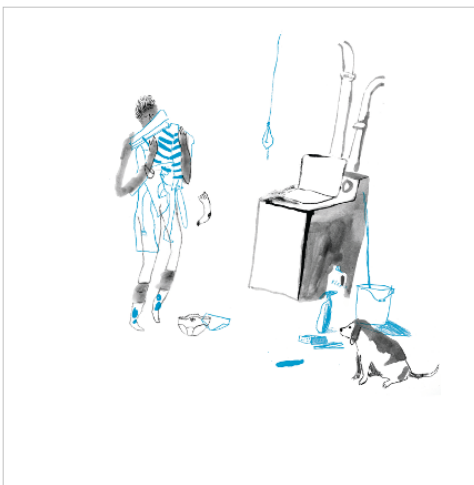
This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: trust your instincts. If a potential landlord asks for illegal personal information, think twice about filling out an application.

DO NOT: sign a tenancy agreement that you do not understand or have not fully read.

Budgeting for rental housing

When searching for rental housing, it is important to calculate how much money you can afford to pay each month. Your basic rent is an obvious expense, but there are still other monthly and one-time expenses to consider.



Monthly expenses

Here are some examples of monthly expenses that may or may not be included as part of your rent:

- utilities, such as electricity, heating, and hot water;
- TV, internet, and phone services;
- coin-operated laundry;
- transit pass;
- parking fee or permit; and
- tenant insurance.

One-time expenses

Here are some examples of one-time expenses that you may need to pay at the start of your tenancy:

- security deposit;
- pet damage deposit;
- deposits to utility companies;
- installation / activation fees to utility companies;
- deposits to telecommunication companies;
- installation / activation fees to telecommunication companies;
- moving truck;
- boxes and supplies to pack your belongings;
- new appliances, such as a microwave, barbeque, and TV; and
- new furniture, such as a bed, couch, and dresser.

Identifying rental needs and preferences

Deciding where to apply for rental housing can be overwhelming. To help focus your search, think about your rental needs and preferences. Consider ranking the following factors:

- distance to work, school, shopping, and friends;
- access to public transit;
- size of the unit;
- type of property;
- type of neighbourhood;
- nearby amenities;
- smoking / non-smoking rules;
- pet policies;
- roommate restrictions;
- accessibility requirements; and
- safety concerns.

Searching for rental housing

Search popular rental websites such as Craigslist ^[1], Kijiji ^[2], and Padmapper ^[3], but also expand your search beyond the internet. Not all landlords know how to advertise their rental units online, so look out for bulletin board postings at coffee shops, “vacancy” signs outside buildings, and listings in your local newspaper. It can also be wise to get the word out within your network of family, friends, coworkers, teams, and clubs. Even strangers or acquaintances may have a lead on your future home, so consider mentioning your housing search when buying groceries, getting a haircut, or settling your bill at a restaurant.

Application fees

In BC's competitive rental housing market, some landlords try asking for illegal application fees. According to section 15 of the *Residential Tenancy Act* ^[4], landlords cannot charge a fee for:

- accepting an application;
- processing an application;
- investigating an applicant's suitability as a tenant; or
- accepting a person as a tenant.

This practice is illegal even if a landlord ends up returning the fee to rejected applicants, or applying the fee to the security deposit of successful applicants.

Rental scams

Craigslist, Kijiji, and PadMapper have a lot of legitimate rental listings, but you need to be careful of scams. Never send money to someone you have yet to meet, and never pay a deposit before you have viewed the rental unit. If you are suspicious of a potential landlord, trust your instincts.

To avoid rental scams, ask yourself the following questions:

- Is the rent suspiciously low? How much do similar rental units in the neighbourhood cost?
- Are you being asked to mail your deposit in cash, or send it electronically?
- Is the person you are contacting not willing to arrange an in-person viewing?
- Does the person you are contacting seem too eager? Most landlords will ask for references and/or a credit check before committing to a tenant.
- What do the neighbours say? Depending on the type of housing, you may be able to ask people living nearby about the owner and property.

Newcomers to BC: If you are moving to BC and want to have a home lined up for when you arrive, ask someone you trust to view rental units and meet with potential landlords before accepting any offers. Alternatively, consider staying in a hotel or hostel until you have personally taken the time to find a new home.

Viewing a rental unit

Finding a rental unit in BC can be challenging, as you will most likely be competing against several other applicants for the same housing. When attending a viewing, do your best to stand out from the crowd by making a good first impression, coming prepared with relevant documents, and asking the right questions.

How to make a good first impression

Here are a few tips to consider when viewing a rental unit:

- arrive on time;
- dress business-casual;
- avoid clothing with tears and controversial slogans or logos;
- minimize strong smells of perfume or cologne;
- do not smoke or drink alcohol before the viewing;
- introduce yourself and shake the landlord's hand;
- take your shoes off when touring the property (and remember to wear socks);
- strike up a conversation and try to find some common interests; and

- thank the landlord for showing you their rental unit and answering your questions.

What to bring

Consider bringing the following to a viewing:

- cover letter;
- references;
- credit check;
- pet resume;
- *Renting It Right* ^[5] certificate;
- tape measure and furniture dimensions; and
- friend or family member.

What to ask

Consider asking the following questions during a viewing:

- Does the rental unit follow local bylaws? For example, is the rental unit an illegal suite?
- Does the place include appliances and amenities, or has it been “staged” for the viewing?
- Are the neighbours generally quiet and respectful?
- Is the building soundproofed, or is it common to hear noise from other units?
- Has there been a history of bed bugs, other infestations, or illegal activity?
- Is there public transit nearby?
- What are the rules about smoking, pets, roommates, and accessibility?
- Is there laundry available in-suite, or at least somewhere on the property?
- Are there designated parking spots for tenants, or is there only street parking?
- Is storage room available on the property?
- Are there any fees for parking, storage, or laundry?
- Is the heat for the unit controlled from within the unit or from within a different unit?

Personal information

Landlords in BC must follow the *Personal Information and Protection Act* ^[6], which outlines the rules for collecting, using, storing, disclosing, and protecting a tenant’s personal information. The Office of the Information and Privacy Commissioner for BC ^[7] (OIPC) has developed a helpful guidance document ^[8] that explains these rules in plain language. This *Tenant Survival Guide* covers only the basics of personal information, so contact the OIPC or view their guidance document at for more information.

Information landlords can *always* ask

According to the OIPC, landlords can **always** ask for the following information:

- name and proof of identity;
- contact information;
- name of current and previous landlords;
- eviction history;
- addresses of previous residences and how long you lived there;
- reason(s) for leaving previous residences;
- pet information;
- expected length of tenancy;
- consent for a criminal record check; and
- number of occupants.

Information landlords can *sometimes* ask

According to the OIPC, landlords can **sometimes** ask for the following information:

- birth date;
- age of unit occupants;
- social insurance number (SIN);
- non-landlord (personal) references;
- amount of current or previous rent;
- current employment and salary information;
- consent for a credit check;
- bank statements; and
- federal tax assessments.

Whether or not a landlord can ask for this information will depend on the situation. For example, a landlord may be allowed to ask you for pay stubs, bank statements, income tax assessments or consent for a credit check, but only if you are unable to provide satisfactory references or employment and income verification.

Social Insurance Number (SIN): If a landlord has grounds to ask for a credit check, they will probably ask for your birth date and SIN. To avoid having to provide your SIN, consider obtaining a free credit check on yourself and distributing copies to potential landlords. Contact Equifax ^[9] or TransUnion ^[10] for more information.

Information landlords can (almost) *never* ask

According to the OIPC, landlords can almost **never** ask for the following information:

- consent to collect personal information “from other sources”;
- proof of insurance;
- driver’s licence number;
- whether any intended occupants smoke;
- vehicle information;
- banking history;
- marital status;
- credit card number; and
- emergency contact info.

Discrimination

According to section 10^[11] of the *BC Human Rights Code*, a landlord may not refuse to rent to you because of your:

- race;
- colour;
- ancestry;
- place of origin;
- religion;
- marital status;
- family status;
- physical or mental disability;
- sex;
- sexual orientation;
- age (if 19 or older); or
- lawful source of income.

If you think you may have been discriminated against, contact the Human Rights Clinic^[12] at 1-855-685-6222.

A closer look

Family status: Landlords can restrict the number of occupants in your rental unit, but they are not allowed to refuse to rent to you because you have children. If you are searching for housing with a boyfriend or girlfriend, a landlord cannot refuse to rent to you because you are unmarried.

Lawful source of income: Landlords are not allowed to discriminate based on your source of income, as long as it is legal. For example, you cannot be refused a tenancy because you receive income from welfare, disability benefits, or student loans.

Age: Section 3^[13] of the *Residential Tenancy Act (RTA)* allows landlords to rent to minors (under age 19). If you are a minor who has entered into a tenancy agreement with a landlord, you have all the same rights and responsibilities as any other tenant protected by the *RTA*. However, if you are under age 19, landlords are allowed to lawfully discriminate and not rent to you because of your age.

Exceptions

There are a few exceptions to the protected grounds listed in section 10^[11] of the *BC Human Rights Code*. The laws about discrimination may not apply if:

- the applicant will be sharing sleeping, bathroom, or cooking facilities with another person;
- the building is designated for adults age 55 and older; or
- the unit has the required permits to be designated for people with disabilities.

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Entering a Tenancy

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: carefully review and sign a tenancy agreement. This is one of the most effective ways you can protect yourself as a tenant.

DO NOT: forget that the *Residential Tenancy Act* ^[1] prevents landlords and tenants from “contracting out” of the law. Any term of a tenancy agreement that avoids the law is considered unenforceable.

Protect yourself with a written contract

Although verbal tenancy agreements are covered by the *Residential Tenancy Act (RTA)* ^[1], it is always best to have a written agreement with your landlord. Signing a hardcopy contract is one of the best ways you can protect yourself as a tenant, since it proves the terms you agreed to at the start of your tenancy. Your landlord may use the standard Residential Tenancy Branch (RTB) tenancy agreement, or they may use their own custom tenancy agreement. If they choose to use their own agreement, it must have all the standard information required by law – just like the RTB agreement. See section 12 ^[2] of the *RTA* and section 13 ^[3] of the *Residential Tenancy Regulation* for more information.

Tenancy agreements

Terms in a tenancy agreement

According to section 13 ^[4] of the *Residential Tenancy Act (RTA)*, every tenancy agreement is supposed to include:

- the standard terms – listed on the Residential Tenancy Branch’s (RTB) standard tenancy agreement and in the Schedule ^[5] of the *Residential Tenancy Regulation (RTR)*;
- the names of the tenant(s) and landlord(s);
- the address of the rental unit;
- the date the agreement is entered into;
- the address and telephone number of the landlord or landlord’s agent;
- the date the tenancy will start;

- the tenancy period – whether it is on a weekly, monthly, or other basis;
- if a fixed term tenancy, the date on which the tenancy ends;
- if a fixed term tenancy with a “vacate clause”, the date on which the tenant must vacate;
- the amount of rent;
- how much rent varies depending on the number of occupants;
- when rent is due;
- what services and facilities are included in rent; and
- the amount of security deposit or pet damage deposit required, and the date it was or must be paid.

Illegal terms

Section 5 ^[6] of the *RTA* prevents landlords and tenants from “contracting out” of the law. In other words, if you sign a tenancy agreement with a term that unfairly reduces your rights as a tenant, that term may be considered unenforceable. For example, it is illegal for a landlord to include a term in an agreement that allows them to inspect a tenant’s home at any time without proper notice. Section 29 ^[7] of the *RTA* clearly states that landlords must give at least 24 hours notice in writing, and that rule cannot be avoided.

Unconscionable terms

Section 6 ^[8] of the *RTA* prevents landlords from including “unconscionable” terms in tenancy agreements. According to section 3 ^[9] of the *RTR* and RTB Policy Guideline 8 ^[10], an unconscionable term is as a term that is oppressive or grossly unfair to one party. For example, RTB Policy Guideline 1 ^[11] says that it is likely unconscionable for a landlord to include a term in an agreement that requires a tenant to put utilities for another unit in their name.

Month-to-month tenancies

A month-to-month tenancy does not have a pre-determined date on which it ends. The tenancy continues until the tenant gives proper notice to move out, or until the landlord legally ends the tenancy. Section 1 ^[12] of the *RTA* refers to a month-to-month tenancy as a “periodic tenancy”. Month-to-month tenancies are by far the most common type of periodic tenancy, but a tenancy can also be established on a weekly or other periodic basis.

Pros: Month-to-month tenancies offer flexibility. If your life takes an unexpected turn that requires you to move, you are only required to provide one-month notice in writing to end your tenancy.

Cons: Month-to-month tenancies leave you vulnerable to evictions for “landlord’s use”. If your landlord wants to occupy your rental unit, allow a “close family member” to occupy the unit, make major renovations, or demolish your building, they can issue you a Two Month or Four Month Eviction Notice for Landlord’s Use of Property under section 49 ^[13] of the *RTA*.

Fixed term tenancies

A fixed term tenancy – often referred to as a “lease” – has a pre-determined date on which the tenancy ends or is up for renewal – most commonly after one year. If you enter into a fixed term tenancy, pay close attention to what your agreement says happens at the end of the term. There are three possibilities:

1. **You must vacate at the end of the fixed term:** This type of “vacate clause” can only be used in limited circumstances listed in section 13.1 ^[14] of the *RTR*, or when a subtenant is signing a temporary sublease. If you have this type of fixed term tenancy, you must move out at the end of the term and you are not entitled to any compensation.

2. **The tenancy may continue on a month-to-month or another fixed term basis:** You and your landlord can mutually agree to extend your tenancy for another fixed term. However, if you would prefer that your tenancy instead continue on a month-to-month basis, your landlord cannot force you to renew the agreement on a fixed term basis. If you do not want your tenancy to continue on either a month-to-month or fixed term basis because you plan to move out at the end of the term, you must provide your landlord with one full month notice in writing.
3. **The tenancy agreement does not say what will happen at the end of the fixed term:** According to section 44(3)^[15] of the *RTA*, if your tenancy agreement is silent on the matter, it will automatically continue on a month-to-month basis, unless you and your landlord mutually agree to renew on a fixed term basis. Again, if you plan to move out at the end of the fixed term, you must provide one full month notice in writing.

Pros: Fixed term tenancies offer stability. For the duration of your agreement, you cannot be evicted because of a Two Month or Four Month Eviction Notice for Landlord's Use of Property.

Cons: Fixed term tenancies provide less flexibility than month-to-month tenancies. If you need to end your tenancy early – also known as “breaking your lease” – you may end up owing your landlord some money.

See RTB Policy Guideline 30^[16] for more information.

Legal fees

Sections 6 and 7^[17] of the **RTR** list the refundable and non-refundable fees that a landlord can legally charge a tenant.

Late payment of rent: Your landlord can charge a *non-refundable* fee of up to \$25 for late payment of rent, but only if this term has been written into your tenancy agreement.

New, replacement, and additional keys: Your landlord can charge a *non-refundable* fee for replacing a key that you lost, or for providing an additional key at your request. This fee cannot be more than the direct cost of the key. Your landlord can also charge you a *refundable* fee if they provide you with any keys in addition to the key that provides your sole means of access to the residential property. Again, this fee cannot be more than the direct cost of the key. At the start of your tenancy, your landlord cannot charge you a fee for rekeying the locks.

Returned cheque: If you do not have enough money in your bank account when your landlord tries to deposit your rent cheque, your bank may charge your landlord a service fee. If this happens, your landlord can require that you pay them back for the cost of the fee. In addition, your landlord can charge you a *non-refundable* fee of up to \$25 for the return of your cheque by a financial institution, but only if this term has been written into your tenancy agreement.

Moving fees: If you request to move to a new rental unit within the same property, your landlord can charge you a *non-refundable* fee that does not exceed the greater of \$15 or 3% of your rent. Also, if you live in a building or complex managed by a strata corporation, you may be required to pay *non-refundable* move-in and move-out fees.

Security deposits

A security deposit – often referred to as a “damage deposit” – is money that a landlord collects at the start of a tenancy and holds until the end of the tenancy. According to section 19(1)^[18] of the *RTA*, the maximum amount a landlord can charge for a security deposit is half the monthly rent. If your landlord requires a security deposit, you must pay it within 30 days of the date it is required to be paid.

A security deposit secures the tenancy for you and your landlord. Once you have paid your deposit, you cannot decide to move in somewhere else, and your landlord cannot decide to rent to someone else. If you pay a security deposit but do not move in, your landlord may be allowed to keep your deposit. You may even have to pay additional money to cover the cost associated with re-renting your unit, or to cover your landlord's lost rental income if they cannot find a replacement tenant.

Security deposits also cover damage. If your landlord believes you are responsible for damage beyond reasonable wear and tear, they can ask the RTB for permission to keep your security deposit.

Applying your security deposit towards rent: According to section 21 ^[19] of the *RTA*, you are not allowed to apply your security deposit towards rent without your landlord's permission. For example, you cannot pay only half of your last month's rent and tell your landlord to cover the remaining half with your security deposit, unless you have their written consent.

Pets and pet damage deposits

According to section 18 ^[20] of the *RTA*, landlords can restrict pets entirely, or set limits on the number, size, or type of pets a tenant can have in their rental unit. If your landlord allows you to have a pet, it is important to include that term in your tenancy agreement. Do not rely on verbal permission alone – make sure it is in writing.

If you are allowed to have a pet, your landlord can require a pet damage deposit of up to half the monthly rent. This is the maximum amount a landlord can charge for a pet damage deposit, regardless of how many pets you have. You will have to pay this deposit either at the start of your tenancy, or when you get a pet at any point during your tenancy. If your pet causes extraordinary damage or unreasonably disturbs others, your landlord may try to evict you and keep your pet damage deposit. See RTB Policy Guidelines 28 ^[21] and 31 ^[22] for more information.

Guide dogs: If you have a dog that falls under the *Guide Dog and Service Dog Act* ^[23], your landlord must allow it and cannot require a pet damage deposit.

Overpaying a deposit

The maximum amount you can be charged for a security deposit or pet damage deposit is half the monthly rent. If you have been overcharged for either, section 19(2) ^[18] of the *RTA* allows you to deduct the overpayment from your next month's rent. Some landlords may not know that tenants have this right, so make sure to clearly communicate with your landlord if you decide to deduct rent for this reason. If you are not comfortable withholding rent, you can apply for dispute resolution to recover the overpayment.

Roommates

Co-tenants

“Co-tenants” are roommates who share a single tenancy agreement. Each pay period, co-tenants collectively pay rent to their landlord, and decide among themselves how to divide the cost. This is the most common type of roommate setup for couples, friends, and families. To ensure that you are considered a co-tenant rather than an “occupant/roommate”, make sure your name is clearly listed on your tenancy agreement.

Co-tenants are jointly responsible for everything related to their tenancy, which means they are all equally responsible for each other's behaviour. If the full rent is not paid on time because of one co-tenant, the landlord could issue an eviction notice that applies to everyone. Similarly, if damage has been caused to the rental unit, the landlord could choose to seek monetary compensation from any roommate – even if it was not that person's fault.

Disputes between co-tenants: Disputes between co-tenants are not covered by the *Residential Tenancy Act (RTA)* ^[1] and cannot be resolved through the Residential Tenancy Branch (RTB). A common dispute can arise when one roommate is late with their portion of the rent, and the other roommates are forced to pay the difference to avoid eviction. From a legal standpoint, this type of monetary dispute would have to be settled through Small Claims Court ^[24], the Civil Resolution Tribunal ^[25], or BC Supreme Court ^[26].

Problems can also arise when one co-tenant decides to move out, as that decision can affect the remaining co-tenants. Here are the two possible scenarios for when a co-tenant moves out:

1. If the roommate leaving **gives proper notice** in writing to move out, the tenancy will end for the other co-tenants as well – even if they did not sign the notice. The remaining roommates will have to either move out or sign a brand-new tenancy agreement in order to stay.
2. the roommate leaving **does not give proper notice** in writing to move out, the tenancy will continue and all of the co-tenants will still be responsible for paying the full rent on time. The remaining co-tenants may wish to speak to the landlord about legally ending the tenancy or amending the tenancy agreement to add a replacement roommate.

See RTB Policy Guideline 13 ^[27] for more information.

Tenants in common

“Tenants in common” are tenants who live in the same rental unit but have separate tenancy agreements with the landlord. For example, a landlord may rent out individual bedrooms in a house under separate agreements. With this type of roommate setup, you are only responsible for your own behaviour. If another tenant fails to pay their rent on time or decides to move out, it will have no legal effect on your tenancy.

Sharing common space in this way can be an effective way to get cheaper rent without having to sign an agreement with another person. However, the disadvantage of this type of setup is that your landlord may not consult you when choosing your roommates.

Problems between tenants in common: Disputes between tenants in common are not covered by the *RTA* and cannot be resolved through the RTB. If you and another tenant in common have a dispute relating to your tenancy that cannot be settled on your own, consider putting your concerns to your landlord in writing. Once notified, your landlord should attempt to intervene and correct the situation. Alternatively, some legal problems may have to be settled through Small Claims Court ^[24], the Civil Resolution Tribunal ^[25], or BC Supreme Court ^[26].

Occupants / roommates

An “occupant/roommate” is a person who rents from a tenant with whom they live, rather than the landlord, and is therefore not covered under the *RTA*. This living situation is common in shared houses where a “head-tenant” rents out bedrooms to roommates. If you enter this kind of arrangement, you will not be protected by the *RTA*, and TRAC and the RTB will not be able to assist you. See RTB Policy Guideline 19 ^[28] for more information.

Disputes between “occupants/roommates” and tenants/landlords: Occupants/roommates cannot use the RTB’s dispute resolution system to settle disputes with tenants, landlords, or other occupants/roommates. Instead, any legal problems would have to be settled through Small Claims Court ^[24], the Civil Resolution Tribunal ^[25], or BC Supreme Court ^[26].

Changing terms in a tenancy agreement

Aside from the exceptions listed in section 14(3) ^[29] of the *RTA*, the terms of a tenancy agreement can only be changed by mutual consent. If you and your landlord both agree to a change, feel free to amend your existing agreement. For example, you can cross out a term, enter a new one, add the date, and both initial the change. Alternatively, you can sign an addendum on a separate sheet of paper that outlines the agreed upon change. Either way, make sure that you receive a copy of the revised tenancy agreement or addendum. See section 14 ^[29] of the *Residential Tenancy Act* for more information.

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Moving In

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: complete a move-in condition inspection. If you turn down your landlord's offer to participate in one, you could lose your right to reclaim your security deposit and/or pet damage deposit.

DO NOT: forget to secure your new home. You have the right to ask your landlord to re-key your locks at no charge.

Move-in condition inspection report



At the start of your tenancy, you and your landlord should walk through your rental unit and complete a move-in condition inspection report. This is a chance to fill out a checklist and document the condition of your new home. Completing this report when you move in, and then again when you move out, can help determine how much damage, if any, has been caused during your tenancy.

Approved forms

There is a good chance your landlord will use the standard Residential Tenancy Branch (RTB) Condition Inspection Report. However, if they choose to use their own custom form, it should still contain all the standard information required by law – just like the RTB form.

Scheduling an inspection

According to section 17 ^[1] of the *Residential Tenancy Regulation*, your landlord must offer you at least two opportunities – between 8am and 9pm – to complete the move-in condition inspection. If you do not accept their first offer, your landlord is required to serve you with the RTB form, “Notice of Final Opportunity to Schedule a Condition Inspection” ^[2]. If you are still unavailable for the second opportunity, you can ask someone else to participate on your behalf. Even if you are available to participate in the inspection, you may still want to consider bringing a friend or family member. Ideally, the move-in condition inspection report should be completed on the day your tenancy begins when the rental unit is still empty of your belongings. See section 23 ^[3] of the *Residential Tenancy Act (RTA)* for more information.

Pets: If you get a pet after the start of your tenancy, you and your landlord are required to complete another condition inspection report.

Participating in the inspection

It can be a good idea to take photos and videos during the inspection, especially if you disagree with your landlord about the condition of the rental unit. Once you have completed the condition inspection, make sure to sign and date the report. If you disagree with your landlord about any part of the inspection, there should be space on the form to list your concerns. If you do not sign the report because you disagree with it, it may be difficult to prove that you participated in the inspection. Your landlord must give you a copy of the completed report within seven days of completing the

inspection. Keep your copy in a safe place and take photos for added protection.

Consequences for not following the law

If your landlord does not give you a chance to participate in a move-in or move-out condition inspection, or does not provide you with a copy of either report within the required timelines, they lose the right to claim against your security or pet damage deposit for damage to the rental unit. Conversely, if you fail to participate in an inspection after receiving two opportunities, you may lose the right to have your deposit(s) returned. See sections 24 ^[4] and 36 ^[5] of the *RTA* for more information.

Rental unit must be suitable for occupation

According to section 32 ^[6] of the *Residential Tenancy Act*, your landlord must ensure that your new rental unit is reasonably suitable for occupation, given the age, character, and location of the unit. If there is something wrong with your new home, you are not allowed to change your mind and not move in. Instead of backing out of your agreement, you will have to either request that your landlord fix the problem, or apply for dispute resolution to seek a repair order.

Locks and keys

You have the right to feel safe and secure in your new home. To ensure that previous tenants no longer have access to your rental unit, ask your landlord to provide you with a new set of keys. Your landlord cannot charge you a fee for re-keying the locks at the start of your tenancy. See section 25 ^[7] of the *Residential Tenancy Act* for more information.


Tenant insurance

Tenant insurance is yet another cost to consider in BC's expensive rental housing market. If you are already struggling to pay your rent and bills, you may decide to pass on this additional expense. Tenant insurance may not be for everyone, but keep in mind that you could be putting yourself at risk by not having it. In addition, some landlords require tenants to have tenant insurance, so it is important to understand what you have agreed to as part of your tenancy agreement. At the very least, consider doing some research on tenant insurance; it is probably more affordable than you think, and it could end up saving you in a time of crisis.

Most tenant insurance policies cover the following:

- **Personal possessions:** Tenant insurance can cover your lost clothes, furniture, appliances, electronics, etc. For example, if there is a major flood in your rental unit, you might be able to use your tenant insurance to replace your personal possessions.
- **Liability:** Imagine you forget to turn off the stove and start a serious fire. If you cause damage to other tenants' rental units, you might be able to use your tenant insurance to pay for those expensive repairs or damaged possessions.
- **Displacement:** Natural disasters can force tenants to leave their homes temporarily. For example, if you are displaced due to a wildfire, tenant insurance might pay for your hotel and living expenses until you are able to return.

Tenant insurance policies can vary from company-to-company, and person-to-person. Some policies will replace stolen belongings with brand new items rather than items based on their current value, while others may not cover burglary at all if you live with multiple unrelated roommates. In addition, the cost of tenant insurance can vary depending on your credit, and whether you have had insurance in the past. You will have to do some research to find the company and policy that best fits your situation.

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Rent

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: pay your full rent on time. Failing to do so could result in a 10 Day Eviction Notice for Non-Payment of Rent.

DO NOT: stop paying rent unless the *Residential Tenancy Act* ^[1] allows you to do so. If your landlord is breaking the law, you will most likely have to apply for dispute resolution through the Residential Tenancy Branch.

Paying rent

When rent is due

Your full rent must be paid on or before the date it is due – usually the 1st of the month. If you are late by one day, or short by a few dollars, your landlord can give you a 10 Day Eviction Notice for Non-Payment of Rent in accordance with section 46 ^[2] of the *Residential Tenancy Act (RTA)*. Once you have received this type of notice, you only have five days to pay the missing rent in order to cancel the eviction.

Paying rent on time is one of your most important legal responsibilities, and you cannot rely on the five-day grace period for late rent each month. If you repeatedly pay your rent late – at least three times within an unreasonably short period – your landlord can give you a One Month Eviction Notice for Cause. See section 47 ^[3] of the *RTA* and Policy Guideline 38 ^[4] for more information.



How rent is paid

Tenants and landlords usually arrange for rent to be paid by cash, cheque, e-transfer, or direct deposit. According to section 26(2) ^[5] of the *RTA*, landlords are legally required to provide receipts for rent paid in cash. If you suspect that your landlord will not provide you with a receipt, consider bringing a witness and your own rent receipt for them to sign.

Legally withholding rent

When disputes arise with your landlord, it may be tempting to retaliate by withholding rent. Unfortunately, this is illegal in most cases. If your landlord is breaking the law, you will most likely have to apply for dispute resolution through the Residential Tenancy Branch (RTB).

There are only five sections in the *Residential Tenancy Act (RTA)* that allow you to legally withhold rent without your landlord's consent:

1. section 19 ^[6] of the *RTA* – you overpaid your security deposit or pet damage deposit;
2. section 33 ^[7] of the *RTA* – you paid for emergency repairs after carefully following the proper steps;
3. section 43 ^[8] of the *RTA* – you overpaid rent because of an illegal rent increase;
4. section 51 ^[9] of the *RTA* – you received a Two Month or Four Month Eviction Notice for Landlord's Use of Property, which entitles you to one month rent as compensation, and you are applying that compensation towards the last month of your tenancy; and
5. section 65 ^[10] of the *RTA* – you have an order from the RTB.

Problems paying rent

If you know that you will be unable to pay your full rent on time, communicate with your landlord as soon as possible. Your landlord may allow you to pay your rent late – especially if you have always paid rent on time in the past. Make sure to get your landlord's permission in writing if they do agree to give you an extension. You can also try requesting a short-term loan from a friend, family member, or one of BC's Rent Banks. If that is not possible, you may have to prioritize your rent over other expenses.

Crisis supplement: If you receive income assistance and face an unexpected emergency, you might qualify for a crisis supplement through the provincial government.

Rent increases

Notice of rent increase

At the start of your tenancy, rent is set at whatever amount you and your landlord agree to as part of your agreement. From that point on, according to section 22 ^[11] of the *Residential Tenancy Regulation (RTR)*, your landlord can only raise your rent once every 12 months by a percentage equal to inflation. The allowable rent increase percentage changes each year, so check the Residential Tenancy Branch website ^[12] or TRAC website ^[13] to find out how much landlords can raise rent this year.

Section 42 ^[14] of the *Residential Tenancy Act (RTA)* says that landlords must provide an approved "Notice of Rent Increase" form ^[15] three full months before a rent increase takes effect. For example, if you receive proper notice on April 5th, the three full months that count towards the notice period are May, June, and July, which means the rent increase would take effect on August 1st (assuming you pay rent on the first of the month). If your landlord does not raise your rent during a 12-month period, or raises it by less than the allowable percentage, they are not allowed to top-up a future rent increase to make up the difference.

Wrong notice period

If your landlord uses the proper “Notice of Rent Increase” ^[15] form but gives you less than three full months’ notice, section 42(4) ^[14] of the *RTA* says that you can continue to pay your current rent until the correct amount of time has passed. For example, if you normally pay rent on the first of the month and your landlord gives you a Notice of Rent Increase on March 1st (or anytime later that month), you will not have to start paying the increase until July 1st. Although this may seem like four months, the *RTA* counts it as three. By serving the notice on March 1st, your landlord has excluded March from the three-month notice period. To avoid any misunderstandings with your landlord, it can be a good idea to write them and explain the law to ensure that they do not try to end your tenancy for unpaid rent.

Overpaying a rent increase

If you have overpaid on rent because your landlord gave you an illegal rent increase, you have two options:

1. deduct the overpayment from your next month’s rent; or
2. apply for a monetary order through dispute resolution.

If you choose the first option, make sure to clearly explain to your landlord that you have the right to withhold rent according to section 43 ^[8] of the *RTA*.

Exceptions to rent increase rules

Additional occupants added

If you wish to move someone in to your rental unit, you should first check your tenancy agreement. Your landlord may be allowed to raise your rent for additional occupants, but only if your agreement specifies by how much. If your tenancy agreement does not include such a term, your landlord cannot legally raise your rent when an additional occupant moves in. See section 13 ^[16] and section 40 ^[17] of the *Residential Tenancy Act (RTA)* for more information.

Residential Tenancy Branch permission


Your landlord can apply to the Residential Tenancy Branch (RTB) for an additional rent increase above the allowable annual percentage. Arbitrators will only allow these additional rent increases in exceptional circumstances, listed in section 23 ^[18] of the *Residential Tenancy Regulation (RTR)*.

The application fee for landlords is \$300, plus \$10 for each rental unit, to a maximum of \$600. If your landlord applies for an additional rent increase, you will be served with a package of hearing documents, including the evidence they have submitted. As the respondent, you will have a chance to speak during the hearing and submit evidence that challenges your landlord’s application. See RTB Policy Guideline 37 ^[19] for more information.

Geographic rent increases: For years, landlords had the right to apply for an additional rent increase when a rental unit’s rent was significantly lower than other similar units in the same geographic area. Fortunately, the RTR has now been amended to eliminate geographic rent increases.

Non-profit housing

Some subsidized rental units where rent is related to income may be exempt from the rent increase rules in the *RTA*. If you live in a subsidized rental unit, ask your housing provider about the rent increase rules that apply to you. See section 2^[20] of the *RTR* for more information.

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Living in Peace

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: respect your neighbours' right to quiet enjoyment. Treat them how you expect them to treat you.

DO NOT: think that quiet enjoyment gives you the right to complete silence. If you live with neighbouring tenants, you should expect some noise – especially during the day.

The meaning of quiet enjoyment

Section 28 ^[1] of the *Residential Tenancy Act (RTA)* covers “quiet enjoyment” – an important legal principle that gives every tenant the right to:

- reasonable privacy;
- freedom from unreasonable disturbances;
- exclusive use of their rental unit (unless their landlord is allowed to enter by law); and
- use of common areas for reasonable purposes.

Here are some situations that may be considered breaches, or violations, of quiet enjoyment:

- unreasonable and ongoing noise;
- unreasonable and ongoing second-hand smoke;
- intimidation or harassment;
- landlord entering your rental unit too frequently;
- landlord entering your rental unit without permission or proper notice; and
- landlord unreasonably refusing you access to common areas of the residential property.

The *RTA* deals with tenant-landlord relationships – not tenant-tenant relationships. This means that if another tenant has breached your right to quiet enjoyment, and you do not feel comfortable approaching them about the matter, you can ask your landlord to step in and correct the situation. If your landlord fails to ensure that your right to quiet enjoyment is protected, you can take your landlord – not the tenant – to dispute resolution.

Landlord entry

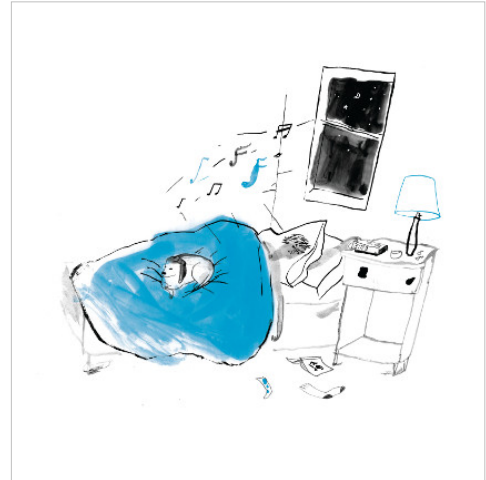
Legal landlord entry

To legally enter a rental unit, landlords must provide tenants with written notice at least 24 hours – but not more than 30 days – before entering. The notice must state:

- the date;
- the time (between 8am and 9pm); and
- a reasonable reason for entry, such as making repairs or completing a monthly inspection.

If your landlord has given proper notice, they can enter your rental unit even if you are not home at that time.

Exceptions: A landlord can enter a rental unit without proper notice or permission if:



- there is an emergency and the landlord's entry is necessary to protect life or property;
- the landlord has obtained a Residential Tenancy Branch order that gives them permission to enter;
- the landlord or an agent of the landlord needs to provide housekeeping services in accordance with the tenancy agreement; or
- the tenant has "abandoned" the rental property, according to Part 5 ^[2] of the *Residential Tenancy Regulation*.

See section 29 ^[3] of the *Residential Tenancy Act* for more information.

Illegal landlord entry

If your landlord enters your rental unit illegally, write them a letter explaining that they must provide you with proper written notice in the future. If your landlord continues to break the law, an arbitrator can:

- order your landlord to obey the law in the future;
- give you permission to change the locks and keep the only key;
- allow your landlord to enter only under certain conditions; and
- if your landlord's behaviour is serious enough, order them to pay you money.

It can be difficult to prove to an arbitrator that your landlord entered your home illegally. Evidence such as photos, videos, complaint letters, witness statements, and affidavits can significantly improve your chances of winning a dispute resolution hearing.

Noise

Quiet enjoyment gives you the right to be free from unreasonable disturbances; it does not give you the right to complete silence at all times. If you live with neighbouring tenants, you should expect a reasonable amount of noise – especially during the day. In addition, if you live in an older building, you should expect inferior soundproofing compared to more modern buildings. To help you determine what is considered reasonable noise in your neighbourhood, check to see if your municipality has a noise bylaw.

If noise issues become unreasonable, inform your landlord in writing that your right to quiet enjoyment has been breached, or violated. Once notified, your landlord has a responsibility to investigate the problem and, if necessary, correct the situation. Although the police do not normally get involved in residential tenancy disputes, you can consider contacting them in extreme situations, such as an excessively loud party late at night.

Smoking

If you are searching for housing as a non-smoker, ask about the smoking rules for the entire building – not only the rental unit you are viewing. Some buildings with "no-smoking" policies may still have tenants who smoke because they have lived in the building since before the policy was introduced. Even though these tenants may legally be allowed to smoke, your landlord must still ensure that their smoking does not unreasonably disturb you.

Marijuana: Landlords in BC are allowed to restrict tenants from growing and smoking recreational marijuana in rental properties. Tenants who have been prescribed medical marijuana may have the right to consume it in their rental unit under the BC Human Rights Code ^[4], but they must also ensure that they are not violating another tenant's right to quiet enjoyment under the *Residential Tenancy Act* ^[5].

Intimidation, harassment, and physical harm

Your landlord is never allowed to intimidate, threaten, or harass you. In the same way that a doctor must act professionally about matters related to your health, your landlord should treat you professionally when dealing with your tenancy. They are running a business and you are their customer.

If your landlord's behaviour endangers your personal safety, you can apply to the Residential Tenancy Branch (RTB) for the right to change your locks and an order instructing your landlord to follow the law. According to section 45(3) ^[6] of the RTA, you can also consider ending your tenancy early if your landlord has breached a "material term" and failed to correct the situation within a reasonable period after receiving your written warning. According to RTB Policy Guideline 8 ^[7], a material term is a term that is so important that even the simplest breach or violation may give you the right to end your tenancy. Although this may seem straightforward, material terms can actually be quite complicated and case-by-case; it is possible for the same term to be considered material in one tenancy but not another.

If you end your tenancy due to breach of a material term, your landlord may apply for a monetary order against you, so be prepared to convince an arbitrator that there was no way your tenancy could have continued. Alternatively, you can always apply for dispute resolution to request permission to end your tenancy early.

Calling the police: The police do not generally get involved in residential tenancy disputes. However, if your landlord or another tenant ever physically hurts you, threatens to hurt you, forcibly enters your home, or puts you in danger, contact the police immediately.

Guests

According to section 9 of the Schedule ^[8] in the *Residential Tenancy Regulation*, your landlord cannot unreasonably restrict guests from entering your rental property or charge you a fee for having guests visit – even if they stay overnight. However, at some point a "guest" becomes an "occupant", so be reasonable when it comes to overnight visitors. The *Residential Tenancy Act (RTA)* ^[5] does not provide any details on the maximum number of days a guest can visit, so use your best judgement.

Your tenancy agreement might try to limit the number of times guests can stay overnight throughout the year. If that is the case, remember that no tenancy agreement in BC can avoid the law, or contain unconscionable terms – even if it has been signed by the tenant. The *RTA* says that you can have guests visit and stay overnight under reasonable circumstances, and your landlord cannot take that right away. For example, if your tenancy agreement says that you can have overnight visitors for only 14 days per year, there is a reasonable argument to be made at dispute resolution that an arbitrator should find that term to be unconscionable and unenforceable.

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Repairs and Services

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: check if your municipality has a “Standards of Maintenance” or “Good Neighbour” Bylaw. If so, you might be able to have a Bylaw Officer investigate your repair and maintenance concerns.

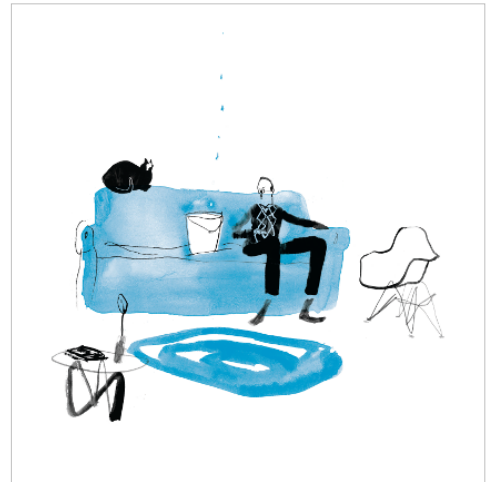
DO NOT: ignore any repair and maintenance issues you encounter. If the problem gets worse, you could be held responsible for at least some of the associated costs.

Landlord repair and maintenance responsibilities

According to section 32(1) ^[1] of the *Residential Tenancy Act (RTA)*, rental properties must comply with health, safety, and housing standards required by law. Landlords are generally responsible for the following repair and maintenance issues:

- heating;
- plumbing;
- electricity;
- locks;
- light fixtures in common areas;
- walls, floors, and ceilings;

- fire doors and fire escapes;
- smoke detectors;
- intercoms;
- elevators;
- painting at reasonable intervals;
- routine yard maintenance, such as cutting grass and clearing snow, in multi-unit residential complexes;
- infestations and pests, such as bed bugs;
- serious mold issues; and
- anything included in your tenancy agreement, such as the:
 - fridge
 - stove



- laundry facilities
- security system
- furniture
- garage
- storage facilities

When something needs to be fixed in your rental unit, let your landlord know in writing as soon as possible. If you delay and the problem gets worse, you could be held responsible for at least some of the associated costs – even if the original problem was not your fault. For example, if you do not immediately report bed bugs and the infestation spreads, you may have to pay for at least some of the treatment.

It is important to document the repair issue and your attempts to contact your landlord. If your landlord refuses to fix the problem, you will have to apply for dispute resolution through the Residential Tenancy Branch. Having evidence that shows the issue, and that you informed your landlord of the issue – such as letters, photos, videos, and witnesses – will increase your chances of obtaining an order requiring your landlord to make the repair. You can also apply for monetary compensation from your landlord for ignoring your request, as well as a rent reduction until the repair has been completed.

Tenant repair and maintenance responsibilities

According to section 32(2) ^[1] of the *Residential Tenancy Act (RTA)*, you have a legal responsibility to maintain reasonable health, cleanliness, and sanitary standards in your rental unit. Tenants are generally responsible for the following repair and maintenance issues:

- reasonable maintenance of carpets during the tenancy;
- steam cleaning or shampooing the carpets at the end of tenancies lasting one year or longer;
- steam cleaning or shampooing the carpets at the end of tenancies of any length involving pets or smoking;
- cleaning marks on the walls;
- removal of garbage from the rental unit;
- replacing light bulbs;
- routine yard maintenance, such as cutting grass and clearing snow, if you have exclusive use of the yard;
- minor mold issues; and
- repairing excessive damage from nail holes.

See your tenancy agreement and Residential Tenancy Branch (RTB) Policy Guideline 1 ^[2] for more information.

Improving your rental unit: If you want to make changes to your rental unit, such as painting the walls, ask your landlord for written consent. Making changes without permission could result in you owing your landlord some money, or having to restore the unit back to its original condition before moving out.

Wear and tear: Even the most well-behaved and respectful tenants can live in rental units that start falling apart due to old age. According to section 32(4) ^[1] of the RTA, you are not responsible for wear and tear that results from reasonable use of your rental unit. However, there is a difference between “reasonable wear and tear” and “damage”. Reasonable wear and tear refers to deterioration due to aging or other natural forces. If you, your guests, or your pets cause damage beyond wear and tear, such as a broken window, you are responsible for that damage. Contact your landlord and work out a solution for how the repair will be completed. In most cases, your landlord will ask for money to hire a qualified professional. See RTB Policy Guideline 1 ^[2] for more information.

Emergency repairs

For a repair to be considered an “emergency” as defined by section 33^[3] of the *Residential Tenancy Act (RTA)*, it must be all three of the following:

1. urgent;
2. necessary for the health or safety of people or property; and
3. made for the purpose of repairing one of the following:
 - major leaks in pipes or the roof
 - damaged or blocked water or sewer pipes or plumbing fixtures
 - the primary heating system
 - damaged or defective locks that give access to a rental unit
 - the electrical systems

Your landlord is required to give you an emergency contact number in writing, or post it in a common area of your building. If your situation meets the *RTA* definition of an “emergency”, try calling the emergency contact number at least twice, leaving a reasonable amount of time in between each attempt.

If you are unable to reach the emergency contact person, you have the right to cover the cost of the repair and ask your landlord to pay you back. If you choose this option, do your best to find a fair price by researching multiple companies. To reduce the chances of a future dispute with your landlord, make sure to keep copies of your research efforts, receipts, and related written communication.

Dispute resolution: Taking on emergency repairs can be complicated and expensive. If you do not have the money or time to deal with the repairs yourself, or you are worried that you may not follow the proper steps, apply for dispute resolution to request an emergency repair order. The Residential Tenancy Branch considers emergency repairs a top priority when scheduling hearings.

Standards of Maintenance

The *Residential Tenancy Act (RTA)*^[4] is the most important law for you to understand, but it is not the only law that applies to tenants and landlords in BC. This is especially true when it comes to repairing and maintaining rental properties. Although the *RTA* states in general terms that landlords must comply with health, safety, and housing standards required by law, it does not do a good job of explaining what that means.

For a more detailed description of your landlord’s legal responsibility to repair and maintain your rental property, you will need to research one of your City’s bylaws – usually referred to as a “Standards of Maintenance” or “Good Neighbour” bylaw. These local laws go into greater detail than the *RTA* on heating systems, hot water, infestations, exterior walls, roofing, elevators, fire escapes, etc. If your landlord is refusing to make certain repairs, your City might be willing to send a Bylaw Officer to inspect your property, issue warnings and fines to your landlord, or otherwise enforce the bylaw. Alternatively, the bylaw could be used as evidence for a repair order at a Residential Tenancy Branch (RTB) dispute resolution hearing.

Unfortunately, not all Cities have Standards of Maintenance / Good Neighbour bylaws, and some City bylaws are better than others. For a list of such bylaws from around the province, visit TRAC’s webpage on Repairs and Maintenance^[5].

Illegal Secondary Suites: If your City finds out that you live in an illegal secondary suite, they could force your landlord to evict you by using a One Month Eviction Notice for Cause under section 47(1)(k)^[6] of the *RTA*. For this reason, if your landlord refuses to make repairs to your illegal suite, your safest legal option may be to apply for a repair order through the RTB. Illegal secondary suites are covered under the *RTA* and the RTB will not inform your City that you are

living in one.

Services and facilities

Essential services and facilities

Your landlord cannot reduce or restrict any service or facility that is essential and necessary to your rental unit and, if taken away, would make it impossible or impractical for you to live there. An example of an essential service may be an elevator in a multi-storey apartment building. See section 27(1)^[7] of the *Residential Tenancy Act (RTA)* and Residential Tenancy Branch Policy Guideline 22^[8] for more information.

If you have a problem with an essential service or facility, ask your landlord in writing to correct the situation. If that does not work, apply for dispute resolution for an order requiring your landlord to restore the essential service or facility. You can also apply for monetary compensation from your landlord for ignoring your request, as well as a rent reduction until the service or facility has been restored.

Alternatively, if the issue meets the *RTA* definition of “emergency repair” – for example, the primary heating system breaks during the winter – you can consider following the emergency repair procedures described in section 33^[3] of the *RTA*.

Non-essential services and facilities

Your landlord has the option to reduce or restrict non-essential services or facilities, but only if they provide 30 days written notice on an approved form and reduce your monthly rent by an amount equal to the value of the service or facility. For example, if internet was always provided as part of your tenancy agreement but has now been cancelled by your landlord, your rent should be reduced by the cost of a comparable internet package. See section 27(2)^[7] of the *RTA* for more information.

If your landlord reduces or restricts a non-essential service or facility without providing 30 days written notice and a rent reduction, do not withhold rent. Instead, you will have to resolve the problem by writing your landlord and explaining the law, or applying for dispute resolution for an order that they comply with your tenancy agreement.

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Evictions

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: dispute eviction notices within the required timelines. Failing to do so means that, from a legal standpoint, you are accepting the end of your tenancy and agreeing to move out.

DO NOT: let a landlord illegally kick you out of your rental unit. Only a court-approved bailiff can physically remove you and your possessions.

Types of evictions

An eviction occurs when a landlord legally forces a tenant to move out of a rental unit. If your landlord wants to evict you, they must give you an approved notice with an acceptable reason for eviction according to the *Residential Tenancy Act* ^[1].

There are four main types of eviction notices:

1. 10 Day Notice for Non-Payment of Rent;
2. One Month Notice for Cause;
3. Two Month Notice for Landlord's Use of Property; and
4. Four Month Notice for Landlord's Use of Property.

10 Day Notice for Non-Payment of Rent

Your landlord can evict you for not paying rent, even if you are only a few dollars short or one day late. If you receive A 10 Day Eviction Notice, you have five days to pay up in order to cancel the eviction. Alternatively, if your landlord is lying, you have five days to apply for dispute resolution so that you can prove to an arbitrator that you did in fact pay your full rent on time. If you choose neither of those options within five days of receiving the eviction notice, you will be expected to move out by the 10th day. See section 46 ^[2] of the *Residential Tenancy Act (RTA)* for more information.

Direct Request: A 10 Day Eviction Notice is the most serious of the four types of evictions. If you do not pay your rent or apply for dispute resolution within five days of receiving the notice, your landlord can use the Residential Tenancy Branch's "Direct Request" process to quickly obtain an Order of Possession without even participating in a dispute resolution hearing.

Utilities: If you fail to pay for utilities charges you owe, your landlord can give you a 10 Day Eviction Notice, but only after giving you 30 days written notice demanding payment.

No excuses: The *RTA* does not have any "hardship" provisions. This means that you can be evicted from your home even if you have a disability, lose your job, or it's winter. In addition, being evicted for non-payment of rent does not relieve you of your responsibility to pay the full rent for that month. If you are evicted by the 11th day of the month, your landlord could still go after you for the entire month of rent.



One Month Notice for Cause

The most common reasons for receiving a One Month Eviction Notice are:

- unreasonably disturbing your landlord or other occupants;
- repeatedly paying rent late;
- seriously damaging your rental unit or building;
- not fixing or paying for damage caused by you, your guests, or your pets;
- causing danger to your landlord or other occupants;
- having too many occupants living in your rental unit;
- engaging in illegal activity that negatively affects your rental unit, building, landlord, or other occupants; and
- breaching a “material term” (serious rule) of your tenancy agreement and ignoring a written warning from your landlord.

There are other less common reasons for receiving a One Month Eviction Notice. For a full list, see section 47^[3] of the *Residential Tenancy Act (RTA)*.

As is the case with all types of evictions, you have the right to challenge this type of notice and save your housing. If your landlord is not telling the truth, or you do not think that your behaviour was serious enough to deserve eviction, you have the right to apply for dispute resolution within 10 days of receiving the eviction notice.

Repeated late payment of rent: You can receive a One Month Eviction Notice if you pay rent late at least three times within an unreasonable short period. See Residential Tenancy Branch (RTB) Policy Guideline 38^[4] for more information.

Occupant limit: Your tenancy agreement may limit the number of permanent occupants allowed in your rental unit. If so, your landlord would have a strong case for eviction if you exceeded the maximum. However, even if your tenancy agreement does not include a term about the occupant limit, your landlord can still give you a One Month Eviction Notice for Cause under section 47(1)(c)^[3] of the *RTA* if they believe you have moved in an unreasonable number of roommates.

Move out date

If you do not dispute your eviction, you have until the last day of the next month to move out (assuming you pay rent on the 1st of the month). For example, if you receive a One Month Eviction Notice on March 5th, you would have to move out by April 30th. Sometimes a landlord will list the wrong move-out date on an eviction notice. If this is the case, the notice is still valid but, according to section 53^[5] of the *RTA*, self-corrects to the legal move-out date. To avoid any misunderstandings with your landlord, it can be a good idea to write them and explain the law to ensure they understand that you are not illegally overholding the rental unit.

Early eviction

If you are causing extremely serious problems, your landlord can ask the RTB for permission to evict you before a One Month Eviction Notice would take effect. Your landlord is not required to give you an eviction notice before applying for this type of dispute resolution hearing. However, they must provide you with notice of the hearing so that you have a chance to present evidence and defend yourself to an arbitrator.

If an arbitrator determines that it would be unreasonable or unfair to the landlord or other occupants of your building to wait for a One Month Eviction Notice to take effect, your landlord will be given an Order of Possession to take back your rental unit on an earlier date. See section 56 ^[6] of the *RTA* for more information.

Landlord's Use of Property Eviction Notices

Two Month Eviction Notices

According to sections 49 ^[7] and 49.1 ^[8] of the *Residential Tenancy Act (RTA)*, you may receive a Two Month Eviction Notice if:

- your landlord, or a “close family member” of your landlord, wants to occupy your rental unit;
- your rental unit was sold and the purchaser, or a “close family member” of the purchaser, wants to occupy your rental unit; or
- you no longer qualify for your subsidized rental unit.

“Close family member”: The *RTA* defines a “close family member” as the landlord’s spouse, or the parents or children of the landlord or the landlord’s spouse.

Four Month Eviction Notices

According to section 49 ^[7] of the *RTA*, your landlord can issue you a Four Month Eviction Notice if they plan to:

- demolish a rental unit;
- make major renovations that require a rental unit to be empty for an extended period;
- convert the residential property to strata lots under the *Strata Property Act* ^[9];
- convert the residential property into cooperative housing under the *Cooperative Association Act* ^[10];
- convert a rental unit for use by a caretaker, manager, or superintendent of the residential property; or
- convert a rental unit to a non-residential use.

Permits: Your landlord must obtain the necessary permits required by law before issuing you a Four Month Eviction Notice.

“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.

If you are interested in being offered a new tenancy agreement for your renovated unit, provide your landlord with written notice of your intention to use your right of first refusal. This will require your landlord to, at least 45 days before the completion of the renovations or repairs, inform you of the date your renovated unit will be available and provide you with a new tenancy agreement for that effective date. Although this may sound like a great opportunity, the problem is that your landlord can set your new rent at whatever amount they desire.

There are strict penalties when it comes to this area of the law. If your landlord does not offer you a right of first refusal after you have given proper notice, they could end up owing you 12 months of your previous rent as compensation. See

sections 51.2^[11] and 51.3^[12] of the *RTA* for more information.

Move out date

If you do not dispute a “landlord’s use” eviction notice, your move-out date will be two or four months later, on the last day of the month (assuming you pay rent on the 1st of the month). For example, if you receive a Four Month Eviction Notice on March 5th, you would have to move out by July 31st. Sometimes a landlord will list the wrong move-out date on an eviction notice. If this is the case, the notice is still valid but, according to section 53^[5] of the *RTA*, self-corrects to the legal move-out date. To avoid any misunderstandings with your landlord, it can be a good idea to write them and explain the law to ensure that they do not think you are overholding.

Compensation

Landlord’s Use of Property Eviction Notices have nothing to do with bad behaviour. For this reason, if you receive a Two Month or Four Month Eviction Notice, you are entitled to one month rent as compensation to help with the financial burden of moving. Your landlord must either pay you this money or give you the last month rent free.

Exception: The one exception is if you are being evicted because you no longer qualify for your subsidized rental unit. If this is the case, you are not entitled to any compensation.

Tenant giving notice to move out early

If you want to move in to another rental unit before the two-month or four-month notice period has ended, section 50^[13] of the *RTA* says that you can give your landlord 10 days written notice and move early. When giving short notice to move out, you are only required to pay for the days you actually live in the rental unit. For example, if you paid the full rent for the first month of a two-month notice period, but then gave 10 days written notice and moved out before the end of that first month, your landlord must pay you back for the days you did not live there. In addition, you are still entitled to one month rent as compensation for the second month of the two-month notice period.

Landlord did not do what the eviction notice said

Your landlord must follow through with what your eviction notice says. If your rental unit is not used for the purpose stated on the notice for at least six months, beginning within a reasonable period after the notice takes effect, your landlord may owe you 12 months of your previous rent as compensation. For example, a landlord may claim that they are moving in, but instead rent the unit to a new tenant at a significantly higher rent. If you have evidence that your landlord did not follow through with the stated purpose on your eviction notice, you can apply for dispute resolution to seek your 12 months rent as compensation. See section 51^[14] of the *RTA* for more information.

Fixed term tenancies and Landlord’s Use Eviction Notices

If you have a fixed term tenancy agreement, you cannot be given a Two Month or Four Month Eviction Notice that takes effect before your contract has ended. If your landlord gives you this type of notice, it is still valid but, according to section 53^[5] of the *RTA*, self-corrects to apply on the last day of your agreement.

Selling a rental unit

When an owner sells a rental unit, the tenant living in that unit may be evicted, but it is not automatic. The new landlord (purchaser) must honour the existing tenancy agreement and can only end it by following the same eviction rules that the previous landlord (seller) would have had to follow.

If the purchaser wants to occupy the rental unit or have a “close family member” occupy the unit, they can make a request in writing that the seller issue a Two Month Eviction Notice on their behalf, but only after all the conditions of the sale have been satisfied. If the purchaser does not plan on occupying the rental unit, or having a “close family member” occupy the unit, the purchaser will become the new landlord and the tenancy will continue under the existing agreement.

“Close family member”: The *RTA* defines a “close family member” as the landlord’s spouse, or the parents or children of the landlord or the landlord’s spouse.

Beware of mutual agreements to end tenancy: The Residential Tenancy Branch has a “Mutual Agreement to End Tenancy” form ^[15] that tenants and landlords can use to end their tenancy on an agreed upon date. If your landlord wants to evict you for “landlord’s use”, be careful not to sign this form. Some landlords may try to use a Mutual Agreement to End Tenancy form, instead of an official eviction notice, to avoid having to pay one month rent as compensation.

Deadlines to dispute eviction notices

There are strict deadlines for disputing eviction notices:

- 5 days to dispute a 10 Day Eviction Notice;
- 10 days to dispute a One Month Eviction Notice;
- 15 days to dispute a Two Month Eviction Notice; and
- 30 days to dispute a Four Month Eviction Notice.

You must apply for dispute resolution within these deadlines. Failing to do so means that, from a legal standpoint, you are accepting the eviction notice and agreeing to move out.

Exceptions: Arbitrators do have the power to extend a deadline to apply for dispute resolution, but not beyond the effective date of an eviction notice. Extensions will only be granted in exceptional circumstances, such as hospitalization that prevented a tenant from disputing an eviction notice on time.

Physically removing a tenant

There are strict rules when it comes to physically removing a tenant and their possessions from a rental unit. Here are the steps that your landlord must follow:

1. Serve you with a copy of a Residential Tenancy Branch (RTB) Order of Possession.
2. Wait for the two-day review period to expire. (If you successfully file a RTB Application for Review Consideration during the two-day review period, the RTB will put your Order of Possession on hold. Your landlord must then wait to see if the review is decided in their favour before moving on to the next step.)
3. Take the Order of Possession to the BC Supreme Court and obtain a Writ of Possession.
4. Use the Writ of Possession to hire a court-approved bailiff ^[16].

Overholding: If you stay past the move-out date listed on an eviction notice or Order of Possession, you may end up owing your landlord some money. In addition, if your landlord hires a court-approved bailiff to remove you and your belongings from your rental unit, you may be held responsible for at least some of the associated costs.

Role of the police: The police do not have the authority to evict tenants on their own. However, a court-approved bailiff may ask them to attend an eviction to keep the peace while a tenant is being removed.

List of court-approved bailiffs

The Attorney General publishes a list of [www2.gov.bc.ca/gov/content/justice/courthouse-services/bailiffs-court-approved-bailiffs]. Only the companies on this list can legally enforce a Writ of Possession on behalf of a landlord.

Warning: There are people in BC who are paid money to pressure tenants to move out even though they are not authorized to enforce a Writ of Possession. If someone comes to your door claiming to be a bailiff, always ask for identification.

Court bailiff rules

Court bailiffs carrying out an eviction can seize and sell your personal property to pay their fees. However, you have the right to claim exemptions to protect the following items:

- necessary clothing;
- household furniture and appliances worth up to \$4,000;
- one motor vehicle worth up to \$5,000;
- tools and other property worth up to \$10,000, if they are used to earn income; and
- medical and dental aids.

Bailiffs will often give you an opportunity to claim these exemptions when they first show up at your rental unit. If your belongings are taken before you have a chance to claim your exemptions, contact the bailiff company right away. You must claim your exemptions within two days of the date you found out that your property was seized.

Illegal lockouts

An illegal lockout could mean that you are without access to money, medication, work tools, and personal identification. If your landlord locks you out of your rental unit, contact TRAC ^[17], the RTB ^[18], a legal advocate ^[19], or a lawyer ^[20] immediately. If your landlord continues to deny you access to your home, you will have to apply for dispute resolution to ask for an Order of Possession and monetary compensation. The RTB considers illegal lockouts a top priority when scheduling hearings.

Other ways a tenancy could end

There are sometimes exceptional circumstances that force tenancies to end unexpectedly. If a flood, fire, or earthquake leaves your rental unit unlivable, your tenancy agreement may be considered a “frustrated contract”, since it would be impossible for your tenancy to continue under those circumstances. See Residential Tenancy Branch Policy Guideline 34 ^[21] for more information. You may also come across a situation where the property you are living in experiences a foreclosure. This can happen when a bank or another lender takes control of your rental property because the landlord can no longer pay their mortgage.

If you find yourself in one of these complicated situations, contact TRAC ^[17], the RTB ^[18], a legal advocate ^[19], or a lawyer ^[20] to ask for additional information and assistance.

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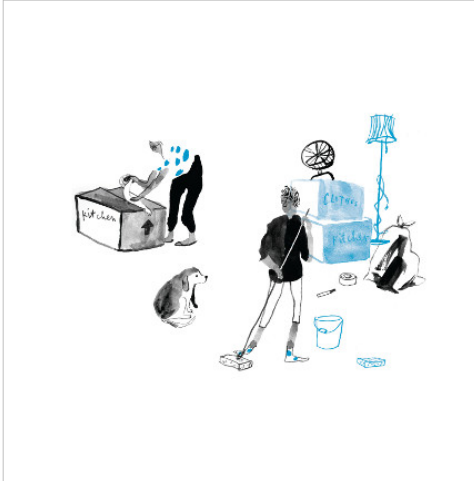
Moving Out

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: give one month notice to end your month-to-month tenancy no later than the day before your rent is due. Failing to do so could result in you owing an extra month of rent.

DO NOT: use email, text messaging, or social media when providing your one-month notice to move out. The *Residential Tenancy Act* ^[1] does not accept those forms of digital communication for such notice.

Giving notice to move out



Month-to-month tenancies

If you have a month-to-month agreement, you can end your tenancy by giving one-month notice no later than the day before your rent is due. For example, if you pay rent on the first day of the month and want to move out by May 31st, your notice must be received by your landlord no later than April 30th.

Your notice must be in writing, so avoid email, text messaging, and social media. Instead, give your landlord a signed and dated letter with your name, signature, address, and move-out date, as set out in section 52^[2] of the *RTA*. Make sure to keep a copy in a safe place and take photos for added protection.

Fixed term tenancies

If you have a fixed term agreement, giving notice to end your tenancy is a little more complicated. Since you have entered into a legal contract for a fixed amount of time, you are generally not allowed to give notice to move out before the end of your term.

Most fixed term tenancies convert to month-to-month tenancies at the end of the term. However, if you plan to move out at the end of the term rather than have your tenancy continue, you must provide one-month notice in writing no later than the day before your rent is due – just like month-to-month agreements.

Vacate clauses: Vacate clauses can only be used in situations listed in section 13.1^[3] of the *Residential Tenancy Regulation*. If your agreement has a vacate clause, you do not have to give proper notice before moving out, since you already agreed to your move-out date when signing your tenancy agreement.

Changing your mind

Unless you obtain your landlord's permission in writing, you are not allowed to change your mind once you have provided proper written notice to end your tenancy. If your landlord suspects that you will not move out as planned, they can apply for an Order of Possession that will take effect on the date you are supposed to leave.

Serving documents

Sections 88-90^[4] of the *Residential Tenancy Act (RTA)* cover the rules about how tenants and landlords can give, or "serve", forms and notices to each other. When it comes to serving your one month written notice, or any other type of form or notice, you should avoid email, text messaging, and social media, and instead use one of the following methods:

1. **In person:** You can serve your written notice in person to your landlord, an adult who lives with your landlord, or an agent of your landlord. If possible, bring a witness so you have proof that your notice was served properly. Write the date, time, and location of the delivery on your copy of the notice and have your witness sign it. A notice delivered in person is considered received that same day.
2. **Post the notice:** You can attach your written notice in a visible spot at your landlord's home, or the place where they carry out business as a landlord. For example, you can tape the notice to your landlord's door. If possible, bring a

witness so you have proof that your notice was served properly. Write the date, time, and location of the delivery on your copy of the notice and have your witness sign it. Do not slide the notice under your landlord's door. The *RTA* says that a posted notice is considered received on the third day after being posted.

3. **Mailbox or mail slot:** You can put your written notice in the mailbox or mail slot at your landlord's home, or the place where they carry out business as a landlord. If possible, bring a witness so you have proof that your notice was served properly. Write the date, time, and location of the delivery on your copy of the notice and have your witness sign it. The *RTA* says that a notice left in the mailbox or mail slot is considered received on the third day after being left.
4. **Fax:** You can serve your written notice by fax, if your landlord has provided you with a fax number for serving documents. Keep the confirmation printout showing the date and time the fax was sent. The *RTA* says that a faxed notice is considered received on the third day after being faxed.
5. **Mail:** You can serve your written notice using regular or registered mail. If you want proof that your landlord received the notice, send it by registered mail so that Canada Post can give you confirmation. The *RTA* says that a mailed notice is considered received on the fifth day after being mailed.

Proof of Service: It is important to always have proof that you served a document properly. To help with this, consider using the Small Claims Court form, "Certificate of Service" ^[5].

Rebuttable presumption: When determining the date a document is legally considered received, there is always a "rebuttable presumption". This means that even though the *RTA* has rules about when documents are considered received, they may not apply if there is evidence of the document being received on a different date. For example, if you mail a notice to your landlord and get email confirmation that they received it three days later, an argument could be made that it was received after three days rather than five days.

Special service rules for certain documents

Most documents can be served in any of the ways listed above, but there are some exceptions. For tenants, there are two types of documents where special rules apply – an application for dispute resolution and a notice from an arbitrator to review a decision or order. These types of documents can only be served in a limited number of ways:

1. by leaving a copy with the landlord;
2. by leaving a copy with an agent of the landlord; or
3. by sending a copy by registered mail to the address at which the landlord lives, or to the address at which the landlord carries on business as a landlord;

This is a complicated topic and there are additional special rules about serving documents. See section 89 ^[6] of the *Residential Tenancy Act* and Residential Tenancy Branch Policy Guideline 12 ^[7] for more information.

Emails, texts, and social media

The *Residential Tenancy Act (RTA)* ^[1] does not recognize email, text messaging, and social media as acceptable methods of service. This means that when an official Residential Tenancy Branch (RTB) form must be served, or the *RTA* requires that something be done "in writing", it is always safest to rely on hardcopy documents rather than email, text messaging, and social media. Landlords should never attach an eviction notice to an email, and tenants should never text their one-month notice to move out. If these issues ended up in dispute resolution, an arbitrator may rule that the documents were improperly served. That being said, if you receive a document that was not served properly, the safest option is to not ignore it. For example, if your landlord emails you an eviction notice, you should consider disputing it through the RTB so that an arbitrator can dismiss it and instruct your landlord to not illegally evict you.

While hardcopy documents should always be used when serving official RTB forms and notices that are legally required to be given “in writing”, email, text messaging, and social media may be acceptable when it comes to more general correspondence. For example, since there is no official RTB form for requesting repairs, a series of emails showing your landlord’s neglect for a repair request might be accepted as evidence at dispute resolution – as long as you can prove that your landlord received the emails. When it comes to email, text messaging, and social media evidence at dispute resolution, the arbitrator handling your case will always have the final say on whether or not to accept the evidence.

Illegally breaking a lease

If you move out before the end of your fixed term tenancy – often referred to as “breaking a lease” – your landlord may be entitled to some money, depending on how much rental income they lost and whether they made reasonable efforts to find a replacement tenant.

Consequences for breaking a lease

You may have to pay your landlord some money if you end your fixed term tenancy early, but it is not as simple as automatically owing the remaining months of rent. Once you have broken your lease, your landlord has a legal responsibility to minimize your loss, or “mitigate”, by trying to re-rent your unit at a fair price. See Residential Tenancy Branch (RTB) Policy Guideline 5 ^[8] for more information.

If your landlord is forced to re-rent your unit at a \$25 discount to secure a replacement tenant, they could be entitled to \$25 per month over the remaining term of your agreement. However, if your landlord can re-rent your unit for more than what you were paying, that additional money they will earn over the remaining months of your agreement can be applied to, or “set off” against, any other money you owe your landlord for unpaid rent or damages. See RTB Policy Guideline 3 ^[9] for more information.

If your landlord applies for a monetary order against you but cannot prove that they made an honest attempt to re-rent your unit, you may not be required to pay for any of their lost rental income. This means that if your landlord refused to show your unit to potential tenants, never posted an advertisement, or had too high of an asking price, they may not be entitled to any monetary compensation.

Liquidated damages: If you break a lease that includes a “liquidated damages” clause, you could be held responsible for the costs associated with finding a replacement tenant. A liquidated damages clause cannot be unreasonably high, especially considering the number of free online advertising options that are available. Liquidated damages is supposed to be a reasonable pre-estimate of the cost of re-renting a unit – not a penalty for breaking a lease. See RTB Policy Guideline 4 ^[10] for more information.

Alternatives to breaking a lease

If you must end your tenancy early, there are a few options to consider before packing up and leaving. Depending on your situation, you may be able to end your tenancy without having to illegally break your lease.

Mutual agreement to end tenancy

Your landlord may simply agree to end your tenancy early. To help convince them, offer to help find a new tenant by advertising your rental unit and making it accessible for regular viewings. The Residential Tenancy Branch (RTB) offers a standard “Mutual Agreement to End Tenancy” ^[11] form.

Sublet / assignment

You might be able to sublet or assign your tenancy agreement. A sublet occurs when a tenant temporarily moves out and rents their unit to a subtenant until they return, whereas an assignment occurs when a tenant permanently moves out and transfers their agreement to a new tenant. To sublet or assign your tenancy agreement, you must have your landlord's written consent. However, according to section 34(2) ^[12] of the *Residential Tenancy Act (RTA)*, if your fixed term tenancy agreement has at least six months remaining on it, your landlord cannot unreasonably withhold their consent. If you believe your landlord is unreasonably withholding consent, you have the right to apply for dispute resolution to ask for an order allowing you to sublet or assign your tenancy.

There are important differences between sublets and assignments. When you sublet a rental unit, you retain rights and responsibilities associated with that tenancy agreement. However, when you assign a rental unit, your rights and responsibilities are usually transferred to the person to whom you are assigning the agreement. See RTB Policy Guideline 19 ^[13] for more information.

Exception: The sublet and assignment rules in the *RTA* do not apply to non-profit housing that falls under section 2 ^[14] of the *Residential Tenancy Regulation*.

Landlord breach of a material term

According to section 45(3) ^[15] of the *RTA*, you can consider ending your tenancy early if your landlord has breached a "material term" and failed to correct the situation within a reasonable period after receiving your written warning. According to RTB Policy Guideline 8 ^[16], a material term is a term that is so important that even the simplest breach or violation may give you the right to end the tenancy. The *RTA* does not define "material term", since the same term could be considered material in one tenancy but not another. If you end your tenancy due to breach of a material term, your landlord may apply for a monetary order against you, so be prepared to convince an arbitrator that there was no way your tenancy could have continued. Alternatively, you can apply for dispute resolution to request permission to end your tenancy early.

Family violence or long-term care

Tenants can end a fixed term tenancy early by providing one month written notice if they:

- need to leave their rental unit to protect themselves or their children from family violence;
- have been assessed as requiring long-term care; or
- have been accepted into a long-term care facility.

To legally end a tenancy in these circumstances, you must provide your landlord with a completed RTB form, "Ending Fixed Term Tenancy Confirmation Statement" ^[17], signed by an authorized third-party verifier.

When ending a tenancy early due to family violence, here are some common examples of third party verifiers:

- medical practitioner;
- nurse practitioner;
- psychologist;
- social worker;
- police officer;
- counsellor;
- practising lawyer; or
- victim court support caseworker;

When ending a tenancy early due to long-term care, here are some common examples of third party verifiers:

- medical practitioner;
- nurse practitioner;
- psychologist;
- social worker;
- manager of a long-term care facility; or
- occupational therapist.

For more information on this topic, including a full list of all third-party verifiers, see Part 7 of the Residential Tenancy Regulation ^[18].

Cleaning responsibilities

Residential Tenancy Branch Policy Guideline 1 ^[19] provides an overview of your responsibility to clean your rental unit when moving out. Here are some examples of areas in your rental unit that you are expected to clean:

- the inside and outside of appliances, such as the stove, fridge, and dishwasher;
- behind and underneath the fridge and stove, if they are on rollers and can be pulled out;
- floors and wall vents;
- the insides of all your windows and doors;
- the outside of any sliding glass doors or balcony windows;
- blinds and window coverings;
- walls and baseboards;
- any fireplace you used, as well as its screen, vent, or fan; and
- if your tenancy was at least one year, or you smoked or had pets, the carpets should be steam cleaned or shampooed.

Move-out condition inspection reports

At the end of your tenancy, you and your landlord should walk through your rental unit and complete a move-out condition inspection report. This is a chance to fill out a checklist and document the condition of your home. Completing this report when you move in and move out will help determine how much damage, if any, has been caused during your tenancy.

Approved forms

There is a good chance your landlord will use the standard Residential Tenancy Branch (RTB) Condition Inspection Report ^[20]. However, if they choose to use their own custom form, it should still contain all the information required by section 20 ^[21] of the *Residential Tenancy Regulation (RTR)* – just like the standard RTB form.

Scheduling an inspection

According to section 17 ^[22] of the *RTR*, your landlord must offer you at least two opportunities – between 8am and 9pm – to complete the move-out condition inspection. If you do not accept their first offer, your landlord is required to serve you with the RTB form, “Notice of Final Opportunity to Schedule a Condition Inspection” ^[23]. If you are still unavailable for the second opportunity, you can have someone else participate on your behalf. Even if you are able to participate in the inspection, you may want to consider bringing a friend or family member as a witness. Ideally, the move-out condition inspection report should be completed on the day your tenancy ends, once all your belongings have been removed from the rental unit. See section 35 ^[24] of the *Residential Tenancy Act* for more information.

Participating in the inspection

It can be a good idea to take photos and videos during the inspection, especially if you disagree with your landlord about the condition of your rental unit. Once you have completed the condition inspection, make sure to sign and date the report. If you disagree with your landlord about any part of the inspection, there should be space on the form to list your concerns. If you do not sign the report because you disagree with it, it may be difficult to prove that you participated in the inspection. Your landlord must give you a copy of the completed report within 15 days of completing the inspection. Keep your copy in a safe place and take photos for added protection.

Getting your deposit returned

If you would like to have your deposit returned, the first step is to provide your landlord with a forwarding address in writing indicating where your deposit can be sent. Make sure to have evidence that you provided your forwarding address, such as a witness or registered mail confirmation. You should also have the option to list your forwarding address on the move-out condition inspection report.

Once you have provided your forwarding address in writing and your tenancy has officially ended, your landlord has 15 days to take one of the following three actions:

1. return your deposit;
2. get your written permission to keep some or all of your deposit; or
3. apply for dispute resolution to keep some or all of your deposit.

Your landlord can return your deposit by delivering it in person, mailing it, leaving it in your mailbox or mail slot, or sending it electronically. If your landlord returns your deposit by electronic means, they are not allowed to charge a fee.

Your landlord cannot simply decide on their own to keep your deposit. If they want it, they need written permission from either you or the Residential Tenancy Branch. After 15 days, if your landlord has not returned your deposit, obtained your written consent, or applied for dispute resolution, section 38^[25] of the *Residential Tenancy Act (RTA)* gives you the right to go after your landlord through dispute resolution for double the amount of your deposit.

Condition inspection reports: If your landlord does not give you a chance to participate in a move-in or move-out condition inspection, or does not provide you with a copy of either report within the required timelines, they lose the right to claim against your security or pet damage deposit for damage to the rental unit. Conversely, if you fail to participate in an inspection after receiving two opportunities, you may lose the right to have your deposit(s) returned. See sections 24^[26] and 36^[27] of the *RTA* for more information.

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- [15] http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01#section45
- [16] <https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/policy-guidelines/gl08.pdf>
- [17] <https://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb49.pdf>
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Dispute Resolution

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

DO: seek help when going through the dispute resolution process. Ask a friend, family member, or legal advocate for assistance with gathering evidence, submitting your application, serving documents, and participating in the hearing.

DO NOT: forget the timelines for disputing eviction notices: 5 days for a 10 Day Notice, 10 days for a One Month Notice, 15 days for a Two Month Notice, and 30 days for a Four Month Notice.

The basics

The Residential Tenancy Branch (RTB) offers a service called dispute resolution, which is essentially BC's tenant-landlord "court". When facing a legal problem with your landlord, you do not have to hire an expensive lawyer and go to Small Claims Court or BC Supreme Court. Instead, you can request that a RTB arbitrator look at your case and make a legally-binding decision. Almost all legal disputes between tenants and landlords must be resolved through the RTB dispute resolution system.

Types of orders

Arbitrators have the power to settle legal disputes on a range of topics. An arbitrator can:

- order your landlord to follow the law;
- order your landlord to pay you money;
- order your landlord to repair your rental unit;
- prevent your landlord from entering your rental unit;
- give you permission to change your locks;
- give you permission to withhold money from future rent payments;
and
- cancel an eviction notice that your landlord has given you.



Rules of Procedure and Policy Guidelines

For more detailed information on dispute resolution, you can review the RTB's Dispute Resolution Rules of Procedure ^[1] – a comprehensive resource that covers topics such as filing an application, making a cross-application, exchanging evidence, amending an application, adjourning a hearing, etc.

When preparing for a dispute resolution hearing, you should also see if there are any RTB Policy Guidelines ^[2] related to your dispute. These resources go into greater detail on certain topics compared to the *Residential Tenancy Act* ^[3], and are often referred to by arbitrators when making decisions.

Resolving disputes without dispute resolution

Dispute resolution should often be viewed as a last resort, as it can be time-consuming, costly, and unpredictable. When faced with less urgent issues such as minor repairs or noisy neighbours, first notify your landlord in writing and give them a reasonable chance to fix the problem before applying for dispute resolution. Of course, when dealing with more urgent issues, such as an eviction notice or emergency repair, consider applying for dispute resolution right away.

Tips when talking to your landlord

Talking to your landlord can be challenging, especially when you disagree on an issue. Here are a few tips to keep in mind:

- **Prepare ahead of time:** It can be helpful to summarize your main points in advance, or have a practice conversation with a friend or family member.
- **Consider your timing:** Try to have the conversation when you are calm and composed, rather than upset and emotional.
- **Stay on topic:** Raising irrelevant issues can derail the conversation and make it harder to address your main concerns. If your landlord is getting off topic, acknowledge that you have heard what they said, but then refocus them on the original conversation.
- **Consider your landlord's perspective:** An effective communicator can be respectful of the other person's perspective, while also clearly and calmly stating their own.
- **Be professional:** It is in your best interest to be professional when dealing with your landlord, regardless of how they have treated you in the past. Stay focused on getting the best possible outcome rather than engaging in personal attacks and aggressive comments.

Tips when writing a letter to your landlord

You may struggle to find the right words when writing your landlord. To help with this, TRAC has developed a series of template letters ^[4] on topics such as bed bugs, deposits, illegal rent increases, etc. Download one of our letters as a starting point. From there, you can add your own details, the date, and your signature before sending the letter.

Here are some tips to consider when writing your letter:

- **Keep it short and sweet:** Stick to your main points and avoid overwhelming your landlord with irrelevant details.
- **Organization is key:** Structure your letter in a way that makes it easy to read. If you are dealing with multiple issues, you may want to number them and address them one by one.
- **Think twice:** Before sending your letter, review it, or have someone else review it. You may even want to wait a night to see if you would change anything the next day.
- **Consider your tone:** Do not simply send a letter to complain to your landlord. You want your letter to be professional so that it helps you achieve a successful outcome. For example, do not write in CAPITAL LETTERS, since that means that you are SHOUTING!
- **Be respectful:** Remember that your landlord may keep a copy of your written communication for their record. Avoid writing anything that an arbitrator would find disrespectful.

Residential Tenancy Branch early intervention

You can contact the Residential Tenancy Branch and request that an Information Officer call your landlord and explain the law. Some landlords will be more likely to behave once a government employee has outlined the potential consequences for their illegal behaviour.

Applying for dispute resolution

How to apply

You can submit hardcopy applications at any Residential Tenancy Branch (RTB) office or Service BC Centre ^[5]. The RTB has also recently improved their online application ^[6] process. Compared to the hardcopy application process, the online system offers several benefits, including:

- the ability to upload evidence online;
- the ability to apply for fee waiver applications online;
- helpful email reminders and notifications;
- an intuitive design with step-by-step instructions;
- the ability to resume incomplete applications; and
- mobile-friendly functionality.

Fee

It costs \$100 to apply for dispute resolution. However, if you win your hearing, the arbitrator can order your landlord to repay you the fee – as long as you have made that request as part of your application. Alternatively, if you have a low income, you can apply for a fee waiver application ^[7] that cancels the fee entirely. To be successful, you may need to provide evidence of your income, such as an income assistance statement, employment insurance benefits statement, recent paystub from an employer, and/or recent bank statements.

Time limits

There are varying deadlines for dispute resolution applications, depending on the nature of the dispute. For example, here are the time limits to dispute eviction notices:

- 5 days to dispute a 10 Day Eviction Notice;
- 10 days to dispute a One Month Eviction Notice;
- 15 days to dispute a Two Month Eviction Notice; and
- 30 days to dispute a Four Month Eviction Notice.

Naming your landlord

Name yourself as the “applicant” and your landlord(s) as the “respondent(s)”. Although tenants may sometimes only have one landlord – the owner of the rental unit – it is quite common for an owner to appoint an “agent”, such as a property management company, to act on their behalf as a secondary landlord. If this is the case, it can be wise to list both landlords on your application form.

If you are asking for money as part of your application, make sure to include the legal name and address of the owner. This will make it easier to enforce your monetary order through Small Claims Court if the owner refuses to pay. If you do not know who the owner of your rental unit is, you can complete a land title search through the Land Title Office. See TRAC’s webpage, *Finding Out Who My Landlord Is* ^[8] for more information.

Serving notice to your landlord

Once your dispute resolution application has been accepted, the RTB will provide you with a package of hearing documents that lists the date and time of your hearing, instructions on how to prepare for your hearing, and copies of the application and submitted evidence. Hearing dates are set based on urgency, with the most serious applications receiving the highest priority, and monetary order applications receiving the lowest priority.

Once you have received your hearing documents, you have three days to serve them on the respondent(s) in one of the following ways:

1. Delivering them in person to your landlord, and/or your landlord’s agent. If possible, bring a witness so you have proof that your documents were served properly.
2. Sending them via registered mail. (Considering mailed documents are deemed received five days later, you are only required to mail your hearing documents within three days.) If you serve the documents via registered mail, make sure to keep the receipt and confirmation of delivery as evidence.

Group applications

A group of tenants facing related issues can ask the RTB to join their applications together and hold one dispute resolution hearing for everyone. If the RTB agrees to this, the lead tenant will be required to attend the hearing, while the other tenants will have the option to attend.

Preparing for dispute resolution

Gathering and submitting evidence

To be successful at dispute resolution, you will have to gather and submit enough quality evidence to convince an arbitrator to rule in your favour. Telling your side of the story is generally not enough; you should be prepared to present relevant evidence in a convincing manner.

Here are some examples of evidence that you should consider submitting:

- **Tenancy agreement:** Your landlord is legally required to give you a copy of your tenancy agreement within 21 days of entering into your tenancy.
- **Written communication:** Include written communication that strengthens your case, such as letters, forms, and notices. Relevant emails, texts, and social media messages may also be considered by arbitrators.
- **Photos:** Add descriptions of the photos and when they were taken. You should number and label them in a consistent fashion – for example, “Living Room Photo 1” and “Living Room Photo 2”.

- **Audio and video recordings:** Indicate which parts of the audio recordings and videos you would like the arbitrator to listen to and watch.
- **Witnesses:** Have witnesses speak at the hearing or submit signed witness statements.
- **Affidavits:** Submit affidavits (sworn statements) signed by you or your witnesses. A lawyer, Notary Public, or Commissioner of Oaths can assist you with this process. Affidavits may cost money but are generally considered stronger evidence than unsworn statements.
- **Receipts:** You will need proof of the expenses you paid when seeking a monetary order.
- **Monetary Order Worksheet:** If you are applying for a monetary order, you must submit the Residential Tenancy Branch form, “Monetary Order Worksheet”.

Deadlines to submit evidence

All evidence that you want to rely on at dispute resolution needs to be submitted to the Residential Tenancy Branch (RTB) and properly served on your landlord.

The person applying for dispute resolution – the “applicant” – should do their best to submit evidence with their application. If that is not possible, the RTB and the respondent must receive the evidence at least 14 days before the hearing. Evidence should always be submitted as soon as possible, as arbitrators have the right to refuse evidence that was intentionally submitted later than it could have been.

The person responding to the application – the “respondent” – must ensure that all their evidence is received by the RTB and the applicant at least seven days before the hearing. Again, if evidence submission is intentionally delayed, the arbitrator may decide to not consider it.

Late evidence: If you miss the deadline for submitting evidence, you can still submit your evidence late. Be prepared to have an argument ready for why the arbitrator should consider the evidence at the hearing. For example, the evidence may have only become available after the evidence deadline. If your landlord brings up evidence during a hearing that you did not receive on time, you can ask the arbitrator to not consider it, or to adjourn (reschedule) the hearing to a later date. See section 3.17 ^[1] of the Rules of Procedure for more information.

Service rules: The way that evidence is served can affect when it is legally considered received. For example:

- evidence delivered in person is considered received that same day;
- evidence left in a mailbox or mail slot is considered received three days later; and
- evidence that is mailed is considered received five days later.

Digital Evidence

Tenants who have filed for dispute resolution must, where possible, digitally submit evidence to the RTB through their online system. If you are not able to upload evidence in this manner, you can still submit physical copies directly to the RTB, or to any Service BC Centre across the province. Digitally submitting evidence to the RTB will make it available to the arbitrator handling your case, but the RTB will not send copies to your landlord on your behalf. This means that, when you digitally submit evidence to the RTB, you must also serve copies of that evidence to your landlord using an accepted method of service according to the *Residential Tenancy Act* ^[3].

When submitting digital evidence, you should ensure that your evidence is well organized. According to section 3.10.1 ^[1] of the Rules of Procedure, digital evidence should be accompanied by descriptions of the evidence, logical numbering systems for photographs, a time code for the key point in any audio or video recordings, etc. You must also submit RTB form, “Digital Evidence Details” ^[9], available on the RTB website at gov.bc.ca/tenantlandlord. This form will help keep your evidence organized for the arbitrator, and ensure you follow the required steps for service.

When serving digital evidence on your landlord, you must ensure that they are able to access the evidence. For example, if you submit video evidence to the RTB online, and then make a DVD of that video to serve on your landlord, you must confirm with your landlord that they have playback equipment for the DVD, or can somehow access the information on the disc. When asked about whether they can access a particular format, your landlord must reply as soon as possible. If you choose to submit digital evidence, you must keep exact copies of that evidence for two years after the dispute resolution process has concluded. See sections 3.0 and 3.10 of the Rules of Procedure ^[1] and RTB Policy Guideline 42 ^[10] for more information.

Bringing help

The dispute resolution process has been designed for self-representation, which means that most tenants are able to participate in hearings on their own. That being said, if you feel that you need some assistance during your hearing, you have the right to bring a family member, friend, legal advocate, lawyer, translator, or interpreter.

Participating in dispute resolution

Connecting to the conference call

Dispute resolution hearings are almost always held over the phone. When you apply for dispute resolution, you will be given a hearing package with instructions on how to connect to the conference call. Make sure to keep these instructions in a safe place and have them ready for the start of your hearing. It is always a good idea to connect to the conference call early, so that you have time to address any potential technical issues before the hearing starts. If you are unable to connect to the conference call due to matters outside of your control, you may have to submit an Application for Review Consideration ^[11].

Start of the hearing

The arbitrator will explain how the hearing will proceed and address any preliminary matters. This is the time to mention anything that needs to be dealt with before the hearing starts. For example, you may have to mention that an advocate will be representing you, a witness will be providing evidence, or that you need to amend your application.

Requesting an adjournment: You may need to request that your hearing be adjourned (rescheduled). For example, this could happen if you did not receive your landlord's evidence in time to prepare a response. The decision to adjourn the hearing or proceed with the hearing will be up to the arbitrator handling your case.

During the hearing

You should be given a fair chance to argue your case, ask questions, and share evidence, including witness testimonies. Make sure to present your evidence clearly and concisely, and avoid raising issues that are irrelevant to your application. It is important to guide the arbitrator through your evidence; do not assume that they will understand everything on their own.

The applicant generally presents their evidence first, followed by the respondent. One exception to this rule is when a tenant is disputing an eviction notice. For those hearings, the respondent landlord must present their evidence first and explain why the eviction notice should be upheld. The tenant will then be given a chance to present their own evidence and defend their housing.

Negotiating a settlement: The arbitrator may suggest that you and your landlord negotiate a settlement during the hearing. Do not feel pressured to agree to a settlement unless you are completely satisfied with the terms.

Behaviour: Participating in a dispute resolution hearing can be an emotional experience, but it is important to always act in a professional manner and not interrupt anyone while they are speaking. Instead, write down your questions or concerns so that you can address them later. Speak clearly and respectfully to both the arbitrator and your landlord, and never raise your voice or use inappropriate language. Bad behaviour could hurt your credibility and, in turn, your chances of winning your hearing. If you believe it will be difficult to remain professional at your hearing, consider asking a friend, family member, or legal advocate to help you present your case.

End of the hearing

At the end of the hearing, the arbitrator may inform you of their decision or they may decide to take more time to review the evidence. According to section 77 ^[12] of the *Residential Tenancy Act*, arbitrators are required to reach a decision within 30 days. For hearings about eviction notices and other urgent matters, arbitrators will usually make their decision within a few days.

Collecting money from your landlord

Arbitrators have the power to issue orders that require one person to pay money to another person. A landlord could be issued a monetary order if their tenant has not paid the rent, while a tenant could be issued a monetary order if their landlord has broken the law.

Residential Tenancy Branch (RTB) monetary orders are legally-binding, which means the person who is required to pay must follow through with the payment. If you have obtained a monetary order that your landlord refuses to pay, you will have to enforce that order in Small Claims Court, since the RTB cannot enforce their own orders. A Small Claims Court judge could help you get paid by garnishing your landlord's wages or placing a lien on their property. Visit TRAC's webpage, *Enforcing a Monetary Order* ^[13] for more information.

Reviewing a dispute resolution hearing decision

Residential Tenancy Branch Correction and Clarification

If a decision is unclear or contains a mistake, you can submit a "Request for Correction" ^[14] or "Request for Clarification" ^[15] form to the Residential Tenancy Branch (RTB), free of charge. You will most likely not have to notify your landlord of this application, unless an arbitrator instructs you to do so.

For some types of issues, such as the following, there is a 15-day deadline to apply from the date you receive the decision:

- the decision is too complex or ambiguous and needs to be clarified;
- the decision contains an obvious error; or
- something was accidentally left out of the decision.

For other types of issues, such as the following, the 15-day deadline may not apply:

- the decision has a typo;
- order has grammatical errors; or
- the decision has a math error.

It can sometimes be challenging determining when the 15-day deadline applies. See RTB Policy Guideline 25 ^[16] and section 78 ^[17] of the *Residential Tenancy Act (RTA)* for more information.

Residential Tenancy Branch Review Consideration

You can ask the Residential Tenancy Branch (RTB) to review a decision that you have lost. This is not a chance to simply re-argue your case, as reviews are only granted in limited circumstances. [i Section 79(2)] of the *RTA* lists three situations where the RTB may accept an Application for Review Consideration ^[11]:

1. A person was unable to attend the hearing for reasons unanticipated and beyond their control.
2. There is new evidence that was not available at the time of the hearing, and would have influenced the original decision.
3. The other party intentionally used fraud to get the outcome they desired.

Fee: There is a \$50 fee to apply for a Review Consideration, unless you had your application fee waived for the original hearing.

Deadlines: There are different application deadlines, depending on the nature of the dispute. For the following types of decisions, there is a two-day deadline from the time you receive the decision:

- unreasonable withholding of consent to assign or sublet;
- eviction for non-payment of rent;
- order of possession for the tenant or the landlord; and
- application to end a tenancy early.

For the following types of decisions, there is a five-day deadline from the time you receive the decision:

- repairs or maintenance;
- services or facilities; and
- any eviction notice other than one for non-payment of rent.

For all other types of decisions, there is a 15-day deadline from the time you receive the decision. See section 80 ^[18] of the *RTA* for more information.

BC Supreme Court judicial review

If your RTB hearing or decision was unfair, but your situation does not fit the eligibility criteria for a RTB Review Consideration, you can apply for a judicial review through BC Supreme Court.

The RTB is considered an expert tribunal on matters of residential tenancy law. This means that the standard of review for RTB decisions is quite high; a BC Supreme Court judge can only set aside a RTB decision if they find it to be procedurally unfair, patently unreasonable, or blatantly incorrect.

When you participate in a RTB dispute resolution hearing, you have the right to natural justice – also known as procedural fairness. This means that the arbitrator must allow you a fair opportunity to know the case against you, present evidence, and argue your side of the story. In addition, section 58 ^[19] of the *Administrative Tribunals Act* defines a decision as being “patently unreasonable” if it:

- is exercised arbitrarily or in bad faith;
- is exercised for an improper purpose;
- is based entirely or predominantly on irrelevant factors; or
- fails to take statutory requirements into account.

If a BC Supreme Court judge finds a decision to be procedurally unfair, patently unreasonable, or blatantly incorrect, they will usually order a new dispute resolution hearing at the RTB, rather than reach a new decision on their own. This means that even if you are successful in your judicial review application, there is no guarantee you will win your new hearing at the RTB.

Fee: \$200

Deadline: 60 days from the date the RTB decision was made.

Key referral: The Community Legal Assistance Society (CLAS) ^[20] is an expert organization on the topic of judicial review. If you are a tenant whose housing is at risk because you lost your dispute resolution hearing, CLAS may be able to provide free assistance with a judicial review application. They also offer an online Judicial Review Self-Help Guide ^[21].

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References

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- [2] <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/calculators-and-resources/policy-guidelines>
- [3] http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01
- [4] <http://tenants.bc.ca/template-letters/>
- [5] <http://servicebc.gov.bc.ca/locations>
- [6] <http://gov.bc.ca/landlordtenant>
- [7] <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/apply-online/fees-and-fee-waivers#Waiver>
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- [12] http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01#section77
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- [18] http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01#section80
- [19] http://www.bclaws.ca/civix/document/id/complete/statreg/04045_01#section58
- [20] <http://www.clasbc.net/>
- [21] <https://judicialreviewbc.ca/>

Other Resources for Tenants

This information applies to British Columbia, Canada. Last reviewed for legal accuracy by Tenant Resource & Advisory Centre, 2018.

Government

BC Human Rights Tribunal	www.bchrt.bc.ca ^[1] 604 775-2000 1-888 440-8844
BC Housing	www.bchousing.org ^[2] 604-433-1711 1-866-465-6873
Office of the Information and Privacy Commissioner for BC	http://www.oipc.bc.ca ^[3] 604-879-5111 1-866-879-5111
Residential Tenancy Branch	www.gov.bc.ca/landlordtenant ^[4] 604-660-2421 1-800-665-8779
Service BC	Office Locations ^[5] 604-660-2421 1-800-663-7867

Tenant services

Lower Mainland

411 Seniors Centre Society (Vancouver)	411seniors.bc.ca ^[6] 604-736-2033 1-866-884-0888
Abbotsford Community Services	www.abbotsfordcommunityservices.com ^[7] 604-859-7681
Access Pro Bono (Vancouver)	www.accessprobono.ca/residential-tenancy-program ^[8] 604-482-3195 ext. 1500 1-877-762-6664
Ann Davis Transition Society (Chilliwack)	www.anndavis.org ^[9] 604-792-2760
BC Human Rights Clinic (Vancouver)	www.bchrc.net ^[10] 604-622-1100 1-855-685-6222

Chimo Community Services (Richmond)	www.chimoservices.com ^[11] 604-279-7077
Community Legal Assistance Society (Vancouver)	www.clasbc.net ^[12] 604-685-3425 1-888-685-6222
Cythera Transition House Society (Maple Ridge)	www.cythera.ca ^[13] 604-685-3425 1-888-685-6222
Downtown Eastside Women's Centre (Vancouver)	www.dewc.ca ^[14] 604-681-8480
First United Church Vancouver	www.firstunited.ca ^[15] 604-681-8365
Jewish Family Service Agency (Vancouver)	www.jfsa.ca ^[16] 604-257-5151
Justice Access Centre (Vancouver)	Website ^[17] 604-660-2084
Justice Access Centre (Victoria)	Website ^[18] 250-356-7012
Keys: Housing and Health Solutions (Surrey)	604-822-5791
Law Students' Legal Advice Program	www.lslap.bc.ca ^[19] 604-822-5791
Maple Ridge/Pitt Meadows Community Services	www.comservice.bc.ca ^[20] 604-467-6911
MOSAIC Legal Advocacy Program (Vancouver)	MOSAIC Legal Advocacy Program ^[21] 604-254-9626
North Shore Community Resources	www.nscr.bc.ca ^[22] 604-985-7138
North Shore Multicultural Society	www.nsms.ca ^[23] 604-988-2931
Options Community Services Society (Surrey)	www.options.bc.ca ^[24] 604-584-5811
SHARE Family & Community Services (Coquitlam)	www.sharesociety.ca ^[25] 604-540-9161
Seniors Services Society (New Westminster)	www.sharesociety.ca ^[25] 604-520-6621
Sources Newton Resource Centre (Surrey)	www.sourcesbc.ca ^[26] 604-596-2311
St. Paul's Advocacy (Vancouver)	Advocacy Office ^[27] 604-683-4287

Tenant Resource & Advisory Centre (Vancouver)	www.tenants.bc.ca ^[28] 604-255-0546 1-800-665-1185
The Kettle (Vancouver)	www.thekettle.ca ^[29] 604-251-2801
Vancouver Tenants Union	www.vancouvertenantsunion.ca ^[30]
Wilson Heights United Church (Vancouver)	www.whuc.net/advocacy-program ^[31] 604-325-9944

Vancouver Island

Burnside Gorge Community Centre (Victoria)	www.burnsidegorge.ca ^[32] 250-388-5251
Nanaimo Citizens Advocacy Association	www.nanaimocaa.com ^[33] 250-753-2321
Port Alberni - Port Alberni Friendship Center	Website ^[34] 250-723-8281
Ready to Rent (Victoria)	www.readytorentbc.org ^[35] 250-388-7171
Together Against Poverty Society (Victoria)	www.tapsbc.ca ^[36] 250-361-3521
University of British Columbia Indigenous Community Legal Clinic (Vancouver)	Website ^[37] 604-684-7334
University of Victoria Law Centre	www.uvic.ca/law/about/centre ^[38] 250-385-1221
Victoria Native Friendship Centre	Website: www.vnfc.ca ^[39] 250-384-3211
Wachiay Friendship Centre (Courtenay)	www.wachiay.org ^[40] 250-338-7793
West Coast Community Resources (Ucluelet)	www.wccrs.ca ^[41] 250-726-2343 1-877-726-2080

Other Parts of BC

Active Support Against Poverty (Prince George)	250-563-5531 1-877-563-6112
Bella Coola / Mid-Coast Legal Advocacy Program	www.facebook.com/BCLegalAdvocates [42] 250-799-0044 1-877-499-0044
Cariboo Friendship Society (Williams Lake)	www.cariboofriendshipsociety.ca [43] 250-398-6831
Columbia / Kootenay Advocacy and Education Resource Society	www.ckaers.wikifoundry.com [44] 250-837-4779
Community Connections (Revelstoke)	www.community-connections.ca [45] 250-837-2920
Elizabeth Fry Society (Kamloops)	www.kamloopsefry.com [46] 250-374-2119
Fort St. John Women's Resource Society	www.fsjwrs.ca [47] 250-787-1121
Living Positive Resource Centre (Kelowna)	www.lprc.ca [48] 778-753-5830
New Horizon Centre (Port Alberni)	www.portalberni.cmha.bc.ca [49] 250-724-7137
Nicola Valley Advocacy Centre (Merritt)	250-378-9632
North Cariboo Metis Association (Quesnel)	250-992-9722
Northern Rockies Aboriginal Women Society (Fort Nelson)	www.nraws.org [50] 250-233-8920
Okanagan Advocacy and Resource Society (Kelowna)	250-979-0201
Opportunities Advocacy Services (Campbell River)	250-286-3436
Penticton & Area Access Society	www.accesscentre.org [51] 250-493-6822 1-866-493-6822
Penticton & District Manufactured Home Owners Association	www.pdmhoa.ca [52] 250-498-0145
Powell River Community Resource Centre	www.prcrc.org [53] 604-485-0992
Prince George Native Friendship Centre	www.pgnfc.com [54] 250-564-3568
Shelter and Street Help Line	www.bc211.ca/help-lines [55] 2-1-1

Sunshine Coast Unemployment Action Centre (Gibsons)	Website ^[56] 604-741-0776
Terrace and District Community Services Society	www.tdcss.ca ^[57] 250-635-3178
The Advocacy Centre (Nelson)	www.advocacycentre.org ^[58] 250-352-5777 1-877-352-5777
Thompson Rivers University Community Legal Clinic (Kamloops)	Website ^[59] 778-471-8490
Traveling Poverty Law Advocate Program (Cranbrook)	www.tap.ccsranbrook.ca ^[60] 250-426-2976 1-877-298-2211
Unemployed Action Centre Society (Prince Rupert)	250-627-8776
Upper Skeena Counselling & Legal Assistance Society (Hazelton)	www.usclas.com ^[61] 250-842-5218 1-877-842-5218
Vancouver MPA Society	www.mpa-society.org ^[62] 604-482-3700
Vernon & District Women's Centre Society	250 542-3555
Vernon Women's Transition House Society	www.vwts.ca ^[63] 250-542-1122
Women's Contact Society (Williams Lake)	www.womenscontact.org ^[64] 250-392-4118
YMCA Munroe House Vancouver	Website ^[65] 604-895-5800

Online resources

Clicklaw	www.clicklaw.bc.ca ^[66]
PovNet	www.povnet.org ^[67]

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