Residential Tenancy Act

A Guide for Landlords and Tenants in British Columbia

Revised October 2006

Residential Tenancy Branch

Office of Housing and Construction Standards

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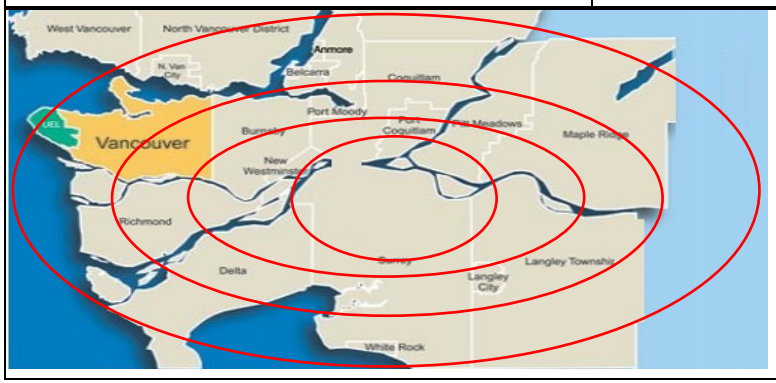

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Introduction

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

Residential Tenancy Act and Regulation

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

- Residential tenancies.
- Most residential licences to occupy.
- Tenancies in hotels not occupied as vacation or travel accommodation.

The Act does not apply to:

- Commercial tenancies.
- Emergency and transitional housing.
- Community care, continuing care and assisted living facilities.
- Public or private hospitals.
- Accommodation owned or operated by an educational institution and provided to students or employees.
- Accommodation in which the tenant shares bathroom or kitchen facilities with the accommodation's owner.
- Accommodation occupied as vacation or travel accommodation.

Manufactured home park tenancies fall under the *Manufactured Home Park Tenancy Act,* unless the tenant rents the home and the home site from the same landlord.

The Acts and Regulations are available:

- Online at www.rto.gov.bc.ca/
- For a cost from:
  Crown Publications
  521 Fort Street
  Victoria BC V8W 1E7
  Phone: 250 386-4636

For More Information

Please contact the Residential Tenancy Branch

Internet: www.rto.gov.bc.ca/
E-mail: HSRTO@gov.bc.ca
Telephone during regular office hours:
Lower Mainland 604 660-1020
Victoria 250 387-1602
Elsewhere in B.C. 1 800 665-8779

Office Locations

Lower Mainland
Hours: 8:30 a.m. – 4:30 p.m., Monday through Friday
400 – 5021 Kingsway Avenue
Burnaby BC V5H 4A5

Vancouver Island
Hours: 8:30 a.m. – 4:30 p.m., Monday through Friday
1st Floor, 1019 Wharf Street
Victoria BC V8W 9J8

Interior and North
Hours: 8:30 a.m. – 12 noon, Monday through Friday
101 – 2141 Springfield Road
Kelowna BC V1Y 7X1

Forms and other documentation can be accessed and downloaded from the Residential Tenancy Branch's website or picked up from any RTB office, a Government Agent office or BC Access Centre.

At the Start of a Tenancy

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

The Tenant

A tenant is the person who is entitled to exclusive possession and enjoyment of a property and is responsible for the payment of rent or other items as specified in a tenancy agreement or lease.

A tenant must:

- Pay their rent and other fees on time.
- Keep their place and the building clean.
- Repair any damage they or their guests cause as soon as possible.
- Make sure they and their guests do not disturb other people in the building or neighbouring property.
- Make sure they and their guests do not endanger the safety of others in the building.

Co-tenants

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

Tenants under the age of 19

A tenant under the age of 19 is legally accountable under a tenancy agreement.

The Landlord

Generally, a landlord is the person that owns an interest in property and who, in exchange for rent, gives another person (the tenant) the right to use the property.

A landlord can be:

- The owner of the building.
- The owner's agent.
- A person who, on behalf of the landlord, permits the occupation of a rental unit under a tenancy agreement.
- A person, other than a tenant, who is entitled to the possession of a rental unit and exercises any of the rights of a landlord under a tenancy agreement.

The landlord must:

- Make sure a rental unit and the building are reasonably safe.
- Do repairs and keep the unit and building in good condition.
- Pay the utility bills if utilities are included in the rent.
- Investigate any complaints about a tenant disturbing other tenants.

Discrimination

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

The Code exempts certain circumstances:

- The rental unit is a building or development reserved for people age 55 or older.
- The rental unit is designated for people with disabilities.
- The owner of the accommodation will share a bathroom or kitchen with the tenant.

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

To complain about discrimination or for more information, contact:

BC Human Rights Tribunal
1170 - 605 Robson Street
Vancouver BC V6B 5J3
Phone: 604 775-2000
Fax: 604 775-2020
TTY: 604 775-2021
Toll-free in British Columbia: 1 888 440-8844
Email: BCHumanRightsTribunal@gov.bc.ca

Protection of Personal Information

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

People concerned about protection of their personal information should contact:

Office of the Information and Privacy Commissioner
for British Columbia
PO Box 9038 Stn Prov Govt
Victoria BC V8W 9A4
Phone: 250 387-5629
Fax: 250 387-1696
Email: info@oipc.bc.ca

Residential Tenancy Agreement

Every landlord and tenant must enter into a ***Residential Tenancy Agreement,*** a contract that establishes the rules regarding the tenancy.

The tenancy agreement must be in writing, and be signed and dated by both landlord and tenant. Once the agreement is signed, it is final and legally binding. Therefore, it is important to be clear about what is, and is not, acceptable when negotiating the agreement and to understand each requirement.

Where a tenancy agreement conflicts with a tenant's legal rights, the unlawful terms might not be enforceable. A term that is oppressive or grossly unfair to either the landlord or tenant is "unconscionable" and cannot be included.

Not complying with the agreement can result in a penalty of some kind, such as legal action or cancellation of the contract.

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

Terms that must be in a tenancy agreement

Terms that must be included in a tenancy agreement include:

- Legal names of the landlord and tenant
- Address of the rental unit
- Address and telephone number of the landlord or landlord's agent
- The date on which the tenancy starts
- For a fixed term tenancy or lease, the date the tenancy ends
- The amount of the rent and when it is due
- Services and facilities, if any, that are included in the rent
- The amount of security or pet damage deposit and when they are to be paid
- Signatures of the landlord and tenant
- The date the agreement was signed

Standard terms for tenancy agreements

The law outlines standard terms that form part of any tenancy agreement, whether or not they are included in the written agreement:

- Security deposit and pet damage deposit
- Pets
- Condition inspections
- Payment of rent
- Rent increase
- Assign or sublet
- Repairs
- Occupants and guests
- Locks
- Landlord's entry into rental unit
- Ending the tenancy

Additional terms for a tenancy agreement

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

Additional terms might deal with items such as:

- Fees and deposits
- Who is responsible for utility costs such as heat and electricity
- Rules about pets
- Whether smoking is permitted on the premises
- What happens when an additional person joins the household
- Whether parking is included
- What is agreed about decorating
- For a fixed-term tenancy, whether the tenant must move at the end of the term

Material terms in a tenancy agreement

Material terms are important or fundamental provisions of an agreement. A material term is usually so important that the most trivial breach of the term by either the landlord or tenant gives the other the right to end the tenancy. For instance, paying rent when it is due is a material term.

Material terms are usually identified in the agreement. If a material term is not identified and a dispute arises related to the term, a dispute resolution officer may review the evidence and determine whether the term is material.

Format for a Residential Tenancy Agreement

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

The RTB provides a sample ***Residential Tenancy Agreement***. A landlord can develop a custom tenancy agreement as long as it complies with all laws and rules.

Security Deposit and Pet Damage Deposit

A landlord can require a tenant to pay a security deposit or pet damage

deposit, or both. The security deposit and pet damage deposit combined cannot be more than one month's rent.

If a tenant has not paid a deposit within 30 days of the date the tenancy agreement requires it be paid, the landlord can serve a ***One-Month Notice to End Tenancy***.

Security deposit

A security deposit cannot be more than half the first month's rent. A landlord can charge only one security deposit per rental unit, regardless of the number of people that will live there. The landlord cannot ask for more deposit money if the rent increases and cannot require a security deposit after the tenancy agreement has been signed.

The tenant should pay the security deposit when signing the tenancy agreement. Once the security deposit is paid, the tenancy could be considered started regardless of whether a tenancy agreement is signed.

Pet damage deposit

Landlords can choose whether they will permit pets. Where pets are permitted, the landlord can restrict the size, kind or number of pets. The landlord can also establish pet-related rules and the tenant must abide by those rules.

A landlord that permits a new tenant to have a pet can charge a one-time pet damage deposit. The pet damage deposit cannot be more than half of one month's rent, regardless of the number of pets. Generally, pet damage deposits can be only used for damage caused by a pet.

A landlord who lets an existing tenant get a pet can require the tenant to pay a pet damage deposit. Before receiving the pet deposit, the landlord must inspect the rental unit with the tenant, complete a ***Condition Inspection Report***, and provide a copy of the report to the tenant within seven days.

Pet damage deposits cannot be charged for guide animals or pets that were at the rental unit as of January 1, 2004.

Condition Inspection and Report

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

- At the start of the tenancy, and
- At the end of the tenancy.

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

After the inspection, the landlord is responsible for filling in a ***Condition Inspection Report***. The report is a written record of the unit's condition. It should indicate whether the unit is in perfect or good condition, or if there is any damage such as stains on the rug or holes in the walls. The report can include photographs. Having a record of this information can be useful if there is a future dispute.

The landlord must give a completed copy to the tenant within seven days of the move-in inspection. Both landlord and tenant sign the completed report and each should keep it with their copy of the tenancy agreement. A tenant that finds a problem after the ***Condition Inspection Report*** is complete should immediately notify the landlord in writing.

Where a repair is required for compliance with the tenancy agreement, the landlord must fix the problem or the tenant can submit an application for dispute resolution asking for an order to force the landlord to make the repair. Where the problem does not need repair, the landlord and tenant can retain the written notification with their copies of the ***Condition Inspection Report***.

A sample ***Condition Inspection Report*** is available from RTB. The landlord can also use their own form as long as it complies with all laws and rules.

Condition inspection not done by landlord or tenant

The landlord must offer a tenant an opportunity to schedule the condition inspection by proposing one or more dates or times. If none of the times are suitable, the tenant can suggest alternate times to the landlord. If the times are not suitable, the landlord must offer the tenant a second opportunity using the form, ***Notice of Final Opportunity to Schedule a Condition Inspection***.

If the tenant is unable to attend an inspection, someone else can attend on the tenant's behalf, but the tenant must inform the landlord and provide the name of that agent before the inspection.

The landlord may make the inspections and complete the ***Condition Inspection Report*** without the tenant if the landlord has offered the tenant at least two opportunities to complete an inspection, as required, and the tenant does not participate on either occasion.

A landlord may lose the right to claim any of the security deposit or pet damage deposit if the tenant was not given the required opportunities to inspect the rental unit or if the inspection was completed but the landlord did not give the tenant a copy of the report. This requirement does not apply when the tenant abandons the rental unit.

A tenant may lose the right to the return of a security deposit or a pet damage deposit if the landlord offered at least two opportunities for the inspection and the tenant did not participate on either occasion. The tenant must notify the landlord before the inspection takes place if someone else is going to act on the tenant's behalf and attend the condition inspection.

Changing Locks for New Tenant

The landlord must change the locks or other system of access to the rental unit if the tenant makes the request at the beginning of a new tenancy and if the locks were not changed at the end of the previous tenancy. The landlord is responsible for the costs involved in changing the locks and cannot ask a tenant to pay these costs.

During the Tenancy

Paying the Rent

When a landlord agrees to rent to a person, the day that rent payments are due must be made clear in the tenancy agreement. Rent is overdue if the full amount is not paid by midnight on the day it is due. A landlord does not have to accept partial payment of rent, unless they want to.

How each rent payment is to be delivered should be made clear at the time a landlord agrees to rent to a person. In most cases, the tenant must deliver the rent payment to a place agreed to or set by the landlord. This might be to the landlord's residence or place of business. If a rent payment is mailed, the tenant should mail it far enough in advance to allow delivery by the due date.

A landlord can request post-dated cheques from the tenant, but cannot refuse other methods of payment. A landlord must provide a receipt where a tenant pays the rent in cash.

Late payment of rent

A tenant must pay the rent when it is due.

If all the rent is not paid on time, the landlord may give the tenant a ***10-Day Notice to End Tenancy*** for non-payment of rent. The notice becomes void and the tenancy continues if the tenant pays all the rent owing within five days.

Alternatively, a tenant can submit an application for dispute resolution within five days of receiving a ***10-Day Notice to End Tenancy*** if the tenant withheld rent:

- To comply with an order of a dispute resolution officer.
- To recover the costs of emergency repairs.
- Due to an unlawful rent increase.

A tenant who does not pay all the rent owing or submit an application for dispute resolution within five days must vacate on the day indicated in the notice.

A landlord cannot seize a tenant's personal property or lock the tenant out. However, a landlord can submit an application for dispute resolution asking for an order to regain possession of a rental unit (Order of Possession). If a landlord does seize a tenant's property, the tenant can submit an application for dispute resolution asking for an order requiring the landlord to return the items or to reimburse the tenant for the value of the items seized.

Repeated late payment of rent

If a tenant is late paying the rent three or more times, the landlord can serve a ***One-Month Notice to End Tenancy***. It does not matter whether the late payments were consecutive. A tenant can dispute the notice, and at the hearing, whether the landlord served notice immediately after the last late rent payment or if there was an exceptional circumstance, such as a bank error, will be considered.

Breach of agreement for late payment of rent

Paying the rent on time is a material term of a tenancy agreement. Therefore, if a tenant is late paying the rent the landlord can give the tenant a written warning that the tenant has breached a material term of the tenancy agreement. The next time the rent is paid late, the landlord can issue two notices:

- A ***10-Day Notice to End Tenancy*** for non-payment of rent; and
- A ***One-Month Notice to End Tenancy*** for breach of a material term in the tenancy agreement.

If this happens, to continue the tenancy the tenant must:

- Pay all rent owing within five days to void the 10-day notice; *and*
- Submit an application for dispute resolution within 10 days to dispute the ***One-Month Notice to End Tenancy*** for the breach of the material term.

Otherwise, the tenant must vacate at the end of the month.

Rent increases

Rent can increase only once a year and only by an amount permitted by law. Before increasing the rent, a landlord must:

- Ensure the increase does not exceed the amount permitted by law. The maximum percentage permitted is available online, from the

RTB's information phone line, or at any RTB office;

- Give the tenant three whole month's notice before the effective date of the increase using the form ***Notice of Rent Increase – Residential Rental Units***; and
- Serve the notice to the tenant in accordance with the law.

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

If a tenant has paid an increase that was higher than the permitted amount, the tenant may deduct the amount from future rent.

Additional rent increase

To raise the rent above the permitted amount, the landlord must have either the tenant's written agreement or a relevant order from a dispute resolution officer.

To apply for an order, the landlord must submit an ***Application for Additional Rent Increase*** to the RTB. The application fee is $200, plus $5 for each affected unit, to a maximum $500.

Upon receipt of the application, the RTB will set a hearing date. The landlord must then notify affected tenants of the hearing by serving copies of the application within three days. At the hearing, the tenants can raise their concerns regarding the landlord's proposed increase.

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

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

If an order is issued, the landlord must give affected tenants three whole month's notice before the effective date of the increase using the form ***Notice of Rent Increase – Residential Rental Units.***

Utility charges

When a tenancy agreement requires the tenant to pay utility charges and the tenant has not paid those charges, the landlord can give the tenant a written request for payment. If the utility charges remain unpaid after 30 days, the landlord can serve the tenant with a ***10-Day Notice to End Tenancy*** and treat the unpaid utility charges as non-payment of rent.

Non-refundable fees that can be charged by a landlord

The landlord must provide the tenant with a key at no cost. The landlord can then charge non-refundable fees for replacement or extra keys, access cards, garage door openers and other related items. The fee charged cannot be more than the actual cost of the item.

A landlord can also recover the fee charged by a bank if a tenant's cheque is returned. A term can also be included in the tenancy agreement requiring the tenant to pay a fee up to $25.00 when a cheque is returned.

A tenant may also be required to pay a fee for something that is not included in the tenancy agreement, such as parking.

When a tenant does not pay a fee required by the tenancy agreement, the landlord may submit an application for dispute resolution asking for an order forcing the tenant to pay the fee. If an order is issued and the tenant still refuses to pay, the landlord can give a ***One-Month Notice to End Tenancy***. The landlord might also be given a monetary order that can be deducted from the security deposit or enforced through Small Claims Court.

Terminating or Restricting a Non-Essential Service or Facility

A landlord can eliminate or restrict a non-essential service or facility. For example, a landlord could eliminate cable service if the tenant can purchase it direct from a cable supplier. However, a landlord could not eliminate the elevator from a high-rise building as the tenant cannot reasonably replace the service.

The landlord must provide 30-days written notice using the form, ***Notice Terminating or Restricting a Service or Facility,*** and reduce the rent in an amount equivalent to the value of the service being discontinued.

A tenant can submit an application for dispute resolution to dispute a landlord's notice or the amount of rent reduction. A dispute resolution officer may:

- Order the tenant to deduct a different amount from the rent.
- Order the landlord to decrease the rent by the value of the discontinued service until the landlord restores the service or facility.
- Issue a monetary order enforceable against the landlord.

Repairing and Maintaining the Property

A landlord and tenant are both responsible for repairing, maintaining, and servicing the rental unit.

A tenant must:

- Repair any damage that they or their guests cause, whether on purpose or by accident.
- Keep the rental unit in a condition that meets health and cleanliness standards.
- Contact the landlord as soon as possible if a serious problem arises involving repairs or services that are the responsibility of the landlord.

A landlord must:

- Maintain the building and property to health, safety and housing standards established by law.
- Keep the building and property in a condition that makes the building reasonably comfortable to live in.
- Oversee repairs for serious problems (a landlord must give proper notice to enter the rental unit).
- Ensure emergency contact information is posted in a visible place in the building, or provide tenants with that information in writing.

Regular repairs

A landlord is obliged to repair and maintain the rental unit and property in a reasonable manner. However, a tenant is responsible for repairing any damage they or their guests cause.

To get repairs done, the tenant should submit a written request to the landlord indicating what repairs are needed and asking they be completed within a reasonable period. If the repairs are not done, the tenant can submit an application for dispute resolution asking for an order requiring the landlord to do the repairs.

If the landlord still does not complete the repair within a reasonable period, the tenant can submit an application for dispute resolution asking for an order forcing the landlord to do the repairs. The dispute resolution officer may also order:

- The tenant undertake the repair and deduct the cost from the rent.
- The rent be paid into a trust fund to cover the cost of the repairs. The landlord will be charged an administration fee for this service.
- The landlord to reduce the rent to reflect the lowered value of the rental unit. For example, when a tenant can use only one of two bedrooms because repairs are required, the landlord may be required to reduce the rent to that of a one-bedroom unit.

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

Emergency repairs

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

Examples of emergencies are:

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

Situations that are not emergencies include:

- A burned out heating element on a stove.
- A plugged kitchen sink.
- When a tenant loses their keys and wants to change the locks.

Tenants need to know whom to contact in case of an emergency. A landlord must post an emergency contact name and phone number in a visible place or provide tenants with the emergency contact name and phone number in writing.

When an emergency arises, the tenant must try to call the emergency contact at least twice, allowing a reasonable amount of time for the contact to respond each time. If the emergency contact does not respond, the tenant may have the work done at a reasonable repair cost. The landlord may take over the repair work and pay for work done up to that point at any time.

Reimbursing a Tenant for Emergency Repairs

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

- Did not cause the damage (or a guest did not cause the damage);
- Attempted to contact the landlord's designated emergency contact on a least two different occasions. (If the matter goes to dispute resolution, the tenant may wish to have evidence of these attempts, such as a witness or written notes);
- Allowed a reasonable time for the contact person to respond;
- Provided the landlord a written account of the repairs with receipts; and
- Requested reimbursement from the landlord.

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

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

- Submit an application for dispute resolution asking for a monetary claim against the tenant.
- Serve the tenant with a ***10-Day Notice to End Tenancy*** for non-payment of rent.

The tenant can submit an application for dispute resolution to dispute the notice. When a hearing results in a decision in the landlord's favour,

the tenant may be ordered to pay a specific amount to the landlord within a certain timeframe. If a tenant does not pay, the landlord can:

- Serve a ***10-Day Notice to End Tenancy*** for non-payment of rent;
- Deduct the amount from the security deposit at the end of the tenancy; or
- Have the order enforced through the Small Claims Court.

Quiet Enjoyment

A landlord must provide quiet enjoyment to all tenants. Tenants must make sure they or their guests do not unreasonably disturb other occupants.

If a tenant or their guests unreasonably disturb other tenants and the landlord fails to take all legal remedies available, the other tenants may submit an application for dispute resolution asking for an order requiring the landlord to provide quiet enjoyment and/or compensate tenants for their loss of quiet enjoyment.

Access to the Building for Tenants and Guests

A landlord must provide access to the building for:

- A tenant.
- A tenant's guests (the tenant is responsible for any noise, damage or other problems caused by their guests).
- Any political candidates or their representatives who are canvassing or distributing material when seeking election to a federal, provincial, regional, municipal or school board office.

A landlord cannot:

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

A landlord or tenant cannot alter access to a rental unit, such as changing the locks, except by mutual agreement or by order of a dispute resolution officer.

Landlord Access

A landlord may enter a tenant's home after giving proper written notice stating the date, time and reason for the entry. The purpose of the entry must be reasonable. The tenant must receive the written notice at least 24 hours, and not more than 30 days, before the time of entry. Where proper notice has been given to the tenant, the landlord may enter whether the tenant is home or not.

The landlord can also enter:

- With the tenant's consent.
- With a dispute resolution officer's order.
- If an emergency exists and the entry is necessary to protect life or property.

The landlord can conduct a monthly inspection where proper notice is given to the tenant. A landlord may also enter any common areas, or the property, at any time without giving the tenant notice.

Selling and showing a rental unit

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

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

The landlord must keep in mind that the tenant is entitled to reasonable privacy and freedom from unreasonable disturbance.

Tenant changing locks

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

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

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

Additional Person Joins the Household

Generally, a landlord cannot end a tenancy because a new person joins the household. However, the tenancy agreement can indicate the number of people permitted to live in the rental unit and what will happen if an additional person moves in, such as an increase in rent.

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

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

Subletting or Assigning a Tenancy

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

An **assignment** is where the original tenant assigns the rental unit to a new tenant and the new tenant and the landlord continue under the existing tenancy agreement. The original tenant's legal obligation under the agreement ends.

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

A landlord is entitled to ask for information to conduct a credit check or reference check on a prospective tenant and may withhold consent if it appears the prospective tenant will not be able to comply with the terms of the tenancy agreement. The landlord cannot unreasonably withhold consent where the tenancy is a fixed-term tenancy of six months or more.

A landlord cannot receive any payment or other benefit, directly or indirectly, for letting a tenant assign or sublet a tenancy.

Ending the Tenancy

A tenancy ends only if the:

- Tenant and landlord agree in writing to end the tenancy.
- Tenancy agreement is a fixed term tenancy agreement that specifies the tenant will vacate at the end of the term.
- Tenant or landlord gives notice to end the tenancy in accordance with the law.
- Tenancy agreement is frustrated.
- Tenant vacates or abandons the rental unit.
- Tenancy is ended by order of a dispute resolution officer.

Mutual Agreement to End a Tenancy

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

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

Fixed-Term Tenancy or Lease

A tenant can move at the end of a fixed-term lease without giving notice **only** when the tenancy agreement **requires** the tenant to vacate the premises at the end of the lease.

When the tenant is not required to vacate at the end of the lease, the landlord and tenant may sign another fixed-term tenancy agreement or the tenancy can continue on a month-to-month basis under the other terms of the tenancy agreement. Once the tenancy is month-to-month, the landlord cannot force the tenant to agree to another fixed term or sign a new agreement.

When a tenant wants to move at the end of the fixed-term and is not required by the tenancy agreement to vacate, the tenant must give one

full month's notice to end the tenancy on the end date. The notice cannot take effect before the end date specified in the agreement. Verbal notice is not acceptable. The notice, which the tenant must sign, needs to indicate the complete address of the rental unit and the date the tenant plans to end the tenancy.

Ending a fixed-term early

The tenant must have the landlord's written agreement to end a fixed-term tenancy early.

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

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

A tenancy agreement can include a term requiring the tenant to pay some form of compensation to end the tenancy early.

Tenant Gives Notice to End the Tenancy

A tenant can end a month-to-month tenancy by giving one full month's notice in writing. Verbal notice is not acceptable. The notice must be signed by the tenant and indicate the complete address of the rental unit and the date the tenant plans to end the tenancy.

A tenant who does not give proper notice could be responsible for paying any costs incurred by the landlord. This could include paying advertising costs and lost rent monies.

Ways for a tenant to serve notice on the landlord

The tenant must ensure the landlord receives the written notice before the end of a rental payment period. The tenant's written notice must be given to the landlord in one of the following ways:

- Delivered to the landlord in person on or before the last day of the month. The notice may also be given to an adult who lives with the landlord, or to someone who acts as an agent for the landlord.

- Posted or securely attached to the landlord's door or in the landlord's mailbox at least three days before the last day of the month.
- Mailed to the landlord at least five days before the last day of the month.Registered mail provides the tenant a receipt to prove delivery.

For example, a tenant planning to move on July 31st must attach the notice to the landlord's door on or before June 27th. If a tenant is moving on July 31st, the tenant must mail the notice on or before June 25th.

The tenant should keep a record of how the notice was served, including the date, time and method of service and the name of the person served and, if mailed, the address to which it was mailed.

Landlord Gives Notice to End the Tenancy

A landlord must serve notice using the appropriate ***Notice to End Tenancy***. The forms list all the valid reasons and the amount of notice the landlord must give. Generally, a landlord must give one or two month's notice to a tenant, depending on the reason. However, a tenant that has not paid the rent on time can be given a 10-day notice.

For landlord's use of premises and where the tenancy is for a fixed-term, the notice cannot take effect before the end date specified in the tenancy agreement.

A notice given to a tenant who ceases to qualify for a subsidized rental unit where the tenancy is for a fixed term, cannot take effect before the end date specified in the tenancy agreement.

Before serving the ***Notice to End Tenancy***, the landlord should keep a photocopy record of the completed notice.

10-day notice

A tenant who does not pay all the rent when it is due can be served a ***10-Day Notice to End Tenancy*** by the landlord. The notice becomes void and the tenancy continues if the tenant pays **all** the rent owing within five days of receiving the notice.

A tenant can dispute the notice by submitting an application for dispute resolution within five days of receiving the notice.

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

One-Month Notice

The landlord can serve the tenant with a ***One-Month Notice to End Tenancy*** where:

- The tenants or their guests have:
  - caused extraordinary damage to the rental unit or property.
  - damaged property over and above reasonable wear and tear and have not made repairs within a reasonable period.
  - seriously jeopardized the safety or other right or interest of the landlord or another occupant.
  - significantly interfered with or unreasonably disturbed the landlord or another occupant.
  - put the landlord's property at significant risk.
  - adversely affected the quiet enjoyment, security or safety of other occupants.
  - engaged in illegal activity that has caused or is likely to cause damage to the rental property.
  - jeopardized a lawful right or interest of the landlord or other occupant.
- The tenant:
  - has not paid the security deposit or pet damage deposit within 30 days of the date of entering into a tenancy agreement.
  - is repeatedly late paying rent.
  - has broken a material term of the tenancy agreement and not complied after receiving written notice from the landlord.
  - knowingly gave false information about the rental unit or building to someone interested in renting a rental unit or buying the building.
  - assigned or sublet the rental unit without the landlord's consent.
  - was provided with rental unit during their employment and that employment has ended.
  - has not complied with a dispute resolution officer's order.
  - is no longer employed as caretaker, janitor, manager or superintendent and the landlord needs the unit for a new caretaker, janitor, manager or superintendent.

- There are an unreasonable number of occupants in the rental unit.
- The tenant must vacate the rental unit to comply with an order of a federal, provincial, regional or municipal government authority.

Two-Month Notice – Landlord's Use of Property

The landlord must serve the tenant with two month's notice where the landlord plans to:

- Demolish the rental unit or do major repairs or renovations that require the building or rental unit be empty for the work to be done.
- Convert the rental unit to a strata property unit, a non-profit co-operative or society, or a not-for-profit housing co-operative under the *Cooperative Association Act.*
- Convert the rental unit for non-residential use, such as a shop.
- Convert the rental unit into a caretaker's premises.

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

Two-month's notice must also be given when the landlord or a close family member of the landlord, intends to live in the rental unit. If the property has been sold and a new owner, or a close family member of the new owner, intends to live in the rental unit, two-month's notice is required. "Close family member" means the father, mother, child or spouse of the owner, or the spouse's father, mother or child. The new owner must make the request in writing to the landlord before notice can be served. When a new owner wants to use the property for any other purpose, the landlord cannot serve the ***Two-Month Notice to End Tenancy*** until the title of the property is transferred.

A tenant that receives a two-month notice for landlord's use of property can move out earlier than the date specified on this type of notice, unless the tenancy is for a fixed-term. The tenant must give the landlord at least 10-days written notice and pay the rent up to the move-out date. Where the tenant has already paid a full month's rent, the landlord must rebate a pro-rated portion of the rent.

When a landlord ends a tenancy for "landlord's use of property", the landlord must give the tenant the equivalent of one month's rent on or before the move out date on the notice or the tenant may withhold the

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

Two-Month Notice – Tenant Does not Qualify for Subsidized Rental Unit

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

A tenant who receives a ***Two-Month Notice to End Tenancy*** for ceasing to qualify for a subsidized rental unit can move out earlier than the date specified on this type of notice, unless the tenancy is for a fixed-term. The tenant must give the landlord at least 10-days written notice and pay the rent up to the move-out date. Where the tenant has already paid a full month's rent, the landlord must rebate a pro-rated portion of the rent.

Ways for a landlord to service the Notice to End Tenancy on the tenant

A landlord must serve a ***Notice to End Tenancy*** in one of these ways:

- By leaving a copy with the tenant or at the tenant's residence with an adult who apparently resides with the person.
- By leaving a copy in a mail box or mail slot for the address at which the tenant resides. The notice is considered served three full days later. To end the tenancy on July 31st, the landlord must leave the notice on or before June 27th.
- By attaching a copy to a door or other conspicuous place at the address at which the tenant resides. The notice is considered served three full days later. Therefore, a landlord giving notice to end the tenancy on July 31st must attach the notice to the tenant's door on or before June 27th.
- By transmitting a copy to a fax number provided as an address for service by the tenant. The notice is considered served three full days

later. To end the tenancy on July 31st, the landlord must fax the notice on or before June 27th.

- By sending a copy by ordinary mail or registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing. To end the tenancy on July 31st, the landlord must mail the notice on or before June 25th. Registered mail provides a receipt to prove delivery.
- As ordered by a dispute resolution officer.

'Frustrated' Tenancy Agreement

Frustration of a contract occurs when it becomes impossible to meet the terms of the contract through circumstances beyond anyone's reasonable control, or if the parties to the contract can meet the terms only in a substantially different manner.

A tenancy agreement would be frustrated if the rental property is damaged by an unforeseen event beyond the control of the landlord or tenant and the result is the rental unit cannot be occupied for an extended period. The tenancy agreement ends when the unexpected event occurs. Neither the landlord nor the tenant is required to give the other a notice to end the tenancy.

Ending a Tenancy without Full Notice

By the landlord

A landlord can submit an application for dispute resolution asking for an order to end a tenancy without the usual notice if a tenant or the tenant's guests have:

- Significantly interfered with or unreasonably disturbed another occupant of the property, or the landlord.
- Seriously jeopardized the safety, rights or interests of the landlord or another occupant.
- Engaged in illegal activity that has caused or could cause damage to the landlord's property, disturb or threaten the security, safety or physical well-being of another occupant of the property, or jeopardize a lawful right or interest of another occupant or the landlord.

- Caused major damage to the property or put the landlord's property at significant risk.

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

By the tenant

If a landlord has breached or broken a material term of the tenancy agreement, the tenant could decide to end the tenancy without giving full notice. Before ending the tenancy, the tenant should pursue other ways to resolve the matter, including submitting an application for dispute resolution.

Before ending the tenancy without full notice, the tenant must also:

- Provide the landlord written notification of the breach; and
- Give a reasonable period for the landlord to correct the problem.

The tenant must give the landlord written notice of their decision to end the tenancy. The landlord may submit an application for dispute resolution asking for an order setting aside the tenant's notice. The dispute resolution officer might decide in the landlord's favour if:

- The term was not material. Material terms are important or fundamental provisions of the agreement, and usually identified as a material term in the tenancy agreement.
- The breach was not serious enough to end the tenancy.
- The tenant did not exercise all available options beforehand, such as applying for dispute resolution.

Disputing a Notice to End Tenancy

A tenant who believes a ***Notice to End Tenancy*** is not justified may submit an application for dispute resolution asking for an order setting aside the notice. If the tenant does not dispute the notice by the appropriate deadline, the tenancy ends on the date specified in the notice. The landlord may also apply for an ***Order of Possession*** immediately after the tenant's deadline to dispute the notice has passed.

Type of Notice to End Tenancy	Application for Dispute Resolution must be submitted
10-day notice for non-payment of rent	within 5 days of receiving the notice
One-month notice	within 10 days of receiving the notice
Two-month notice	within 15 days of receiving the notice

Order of Possession

An Order of Possession gives the landlord the right to repossess the rental unit and requires the tenant to move-out.

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

A landlord can also apply for an ***Order of Possession*** after the tenant's deadline to dispute the notice has passed. An ***Order of Possession*** may be issued without a further hearing in some circumstances.

Abandonment by the tenant

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

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

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

- The tenant removes their possessions from the building.
- The tenant told the landlord that he or she does not intend to return.
- Circumstances are such that the tenant is not expected to return.

When a tenant moves and owes rent, the landlord can submit an application for dispute resolution asking for a monetary order against the tenant for the amount owing and other costs such as cleaning.

After the Tenancy

At the end of a tenancy, the:

- Landlord and tenant must do a condition inspection together.
- Landlord must complete a ***Condition Inspection Report***.
- Landlord and tenant must sign the ***Condition Inspection Report*** and agree to any deductions.
- Landlord must give the tenant a copy of the ***Condition Inspection Report.***
- Tenant must give the landlord a forwarding address in writing.
- Landlord must return the appropriate amount of security deposit or pet damage deposit.

Vacating the Rental Unit

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

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

Move-out Condition Inspection

Before the inspection, the tenant should:

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

The landlord and tenant must inspect the unit together before another tenant takes possession. When the inspection is done, the landlord and tenant must both sign and date the move-out ***Condition Inspection Report*** and the landlord must give the tenant a copy of the report within 15 days.

Comparing the move-in and move-out ***Condition Inspection Report*** can

be helpful when reaching an agreement regarding the amount to be deducted from a deposit, if any.

If there is no Condition Inspection Report

A landlord cannot make any claim against the security deposit if the tenant was not offered at least two opportunities to do a move-out inspection or if a copy of the completed ***Condition Inspection Report*** was not provided to the tenant within 15 days.

If the tenancy began on or after January 1, 2004, a landlord cannot claim for damages if the tenant was not offered at least two opportunities to do a move-in inspection or if a copy of the completed ***Condition Inspection Report*** was not provided to the tenant within seven days.

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

Return of Security Deposit and Pet Damage Deposit

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

- Return deposit monies, with applicable interest, to the tenant.
- Ask the tenant to agree in writing to any deductions and return the difference to the tenant.
- Submit an application for dispute resolution asking for an order to keep all or some of a deposit. The landlord can continue to hold a deposit until the dispute resolution process is complete.

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

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

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

- Get the tenant's written consent; or
- Have an order of a dispute resolution officer from a previous monetary dispute that the tenant has not paid; or

- Obtain an order of a dispute resolution officer to deduct a specified amount from the deposit.

A landlord can keep all of a deposit if:

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

A landlord cannot require that a tenant forfeit any or all of the security deposit at the end of a month-to-month tenancy or for breaching the tenancy agreement.

Calculating interest on a security or pet damage deposit

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

Generally, a landlord calculates the interest owing and provides the information to the tenant. The Deposit Interest Calculator on RTB's website makes this calculation very easy.

A landlord who does not comply with the lawful process can be ordered by a dispute resolution officer to reimburse the tenant double the amount of the deposit.

Disputes related to a security deposit or pet damage deposit

A tenant can submit an application for dispute resolution if the landlord does not return the security or pet damage deposit within 15 days of receiving the tenant's forwarding address in writing or if the landlord makes a deduction without the tenant's approval.

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

A tenant has up to two years from the end of the tenancy to submit an application for dispute resolution to seek a monetary order for return of the security deposit. After the tenant serves the landlord with the hearing notice, the landlord may also submit an application for dispute resolution to seek a monetary claim against the tenant and serve the tenant at the address provided on the tenant's application. A landlord that is unsuccessful in serving documents at the address provided can serve the tenant at the dispute resolution hearing, although the landlord's claim might not be heard at that same hearing.

A dispute resolution officer will consider evidence from both sides and decide who is entitled to the security deposit or monetary order.

Security deposit assigned to Ministry of Employment and Income Assistance

A landlord should call the Ministry of Employment and Income Assistance toll-free at 1 866 866-0800 if a security deposit is assigned to that ministry.

Tenant Does Not Move

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

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

The Writ also gives the bailiff the authority to sell the tenant's possessions to recover costs related to having the Order of Possession enforced. Alternatively, the removed tenant can be required to cover the related costs, which includes bailiff fees and expenses of the incoming tenant,

including alternate accommodation, meals, additional moving costs or truck rental fees.

A landlord that removes a tenant without a Writ of Possession may be fined up to $5,000. The tenant can also submit an application for dispute resolution asking for an order requiring the landlord to return the items or to reimburse the tenant for the value of the items seized.

Tenant Leaves Possessions Behind

Any possessions left behind after a tenant has not paid rent nor occupied the rental unit for one month can be considered abandoned by the landlord. If only a few possessions are left in the building, the landlord can consider the probability that those possessions were forgotten or left as being of no value in deciding whether to wait a month before removing the possessions and re-renting the rental unit.

The landlord must keep a written inventory of any abandoned property and may wish to take photographs of the items to document their condition. Generally, the landlord must store the items in a safe place for a period of 60 days. However, the landlord can also dispose of the property in an appropriate manner if:

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

If a tenant does not claim the items or owes money to the landlord, the items can be sold in accordance with the Residential Tenancy Regulation. From those proceeds, the landlord can deduct any amounts owed plus reasonable costs of storing and disposing of the property. Any leftover monies must be forwarded to the Administrator under the *Unclaimed Property Act*.

Disposing of abandoned property

At least 30 days before disposing of the property, the landlord must give notice of disposition to any person who:

- Has registered a financing statement in the name of the tenant or the serial number of the property in the Personal Property Registry, and

- To the knowledge of the landlord, claims an interest in the property.

The landlord must also have the notice printed in a newspaper published in the area where the rental unit is situated. The notice must contain:

- The name of the tenant.
- A description of the property to be sold.
- The address of the rental unit.
- The name and address of the landlord.
- A statement that the landlord will dispose of the property, unless the person being notified takes possession of the property, establishes a right to the property, or makes application to a dispute resolution officer or the Supreme Court to establish such a right within 30 days of being served with the notice.

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

Landlord duty of care

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

Handling Disputes During or After a Tenancy

Resolving a Dispute

A landlord and tenant should try to resolve any disagreement they may have before it becomes a bigger issue. To do this, it is essential for both the landlord and tenant to know their rights and responsibilities under the law and the terms of the tenancy agreement.

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

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

When resolution cannot be reached, either the landlord or tenant can ask the RTB for assistance. The RTB might be able to help by providing additional information about a landlord's or tenant's rights, responsibilities and options under residential tenancy law.

If all else fails, a person can also submit an application for dispute resolution, which is a formal process managed by the RTB.

The Dispute Resolution Process

When a person submits an ***Application for Dispute Resolution*** a formal process for resolving landlord-tenant disputes begins. This process is similar to a court proceeding. The RTB schedules the hearings and maintains the file of documents related to each dispute resolution case.

During the process, a dispute resolution officer conducts a hearing on the disputed matter. The dispute resolution officer hears both sides, weighs the evidence and makes a decision within 30 days of the hearing date. A dispute resolution officer's decision is legally binding.

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

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

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

Monetary claim

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

A landlord or tenant has up to two years from the end of the tenancy to submit an application for dispute resolution seeking a monetary claim for debts or damages respecting a right or obligation under the *Residential Tenancy Act*.

Examples of monetary claims by a landlord include:

- Rent owing; or
- Damage that is more than normal wear and tear.

Common monetary claims by tenants include:

- Recovering all or part of a security deposit or pet damage deposit; or
- For a reduced use of the rental unit if all or part of it becomes unusable through no fault of the tenant, even where the landlord is also not at fault.

A monetary award will not be given for damage to the tenant's possessions unless the tenant can demonstrate the landlord was negligent and at fault. Generally, tenants cannot claim against a landlord's insurance for damage to the tenant's property. Tenants should obtain renter's insurance to cover damage to their own possessions.

Opting out of a dispute resolution proceeding

A landlord cannot ask a tenant to agree to opt out of a dispute resolution proceeding as a condition of entering into, or as a term of, a tenancy agreement. Such a term is contrary to the Act and is not enforceable.

Deadlines for Applying for Dispute Resolution

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

A tenant has up to two years after a tenancy ends to submit an ***Application for Dispute Resolution*** to make a monetary claim for return of a security or pet damage deposit. When a tenant submits the application near the end of the deadline, a landlord is entitled to file an opposing claim anytime before the end of the hearing on the original claim.

Deadlines to dispute a *Notice to End Tenancy*

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

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

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

Please refer to the table on page 40.

Type of Notice to End Tenancy	Timeline after tenant receives notice
10-day notice: non-payment of rent	
Tenant can submit an application for dispute resolution	Within 5 days
Landlord can apply for Order of Possession	On or after the 6th day
One-month notice: cause	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
One-month notice: end of employment with the landlord	
Tenant can submit an application for dispute resolution	Within 10 days
Landlord can apply for Order of Possession	On or after the 11th day
Two-month notice: landlord's use of property **Two-month notice: tenant ceases to qualify for subsidized rental unit**	
Tenant can submit an application for dispute resolution.	Within 15 days
Landlord can apply for Order of Possession	On or after the 16th day

Completing an Application for Dispute Resolution

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

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

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

To submit an application the applicant must:

- Complete an ***Application for Dispute Resolution*** form
- Submit or "file" the form and pay the filing fee.

Complete the Application for Dispute Resolution form

There are several ways an application can be completed:

- Electronic form:
  - Use the RTB's e-service, at www.rto.gov.bc.ca. A web-based form is completed and filed online.
  - Download an electronic copy of the application form from the RTB's website. The form, which is in PDF format, can be completed online and a paper copy printed.
- Paper form:
  - Visit any office of the RTB or a Government Agent to get a paper copy of the application form to complete by hand.
  - Download an electronic copy of the application form from the RTB's website. The form, which is in PDF format, can be printed and then completed by hand.

Submit or file the form and pay the filing fee

The basic fee for submitting an ***Application for Dispute Resolution*** is $50. An applicant claiming more than $5,000, but not more than $25,000, must pay $100. Claims for more than $25,000 must be made through the Supreme Court of British Columbia and not the RTB.

There are several ways to pay:

Application submitted	Payment method
In person to the RTB	Credit card, debit card, cash, or money order
By mail or courier to the RTB	Money order
Via RTB's online e-service	Credit card

The RTB does not accept personal cheques or certified cheques.

Applications submitted to a Government Agent or BC Access Centre can be paid by debit card, cash or cheque.

Fee waiver

The RTB may waive fees in exceptional circumstances. To request a fee waiver, an applicant must submit an ***Application to Waive Filing Fee*** with documentation verifying total household income and expenses.

One hearing for multiple applications

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

- **Joined Applications** – where two or more applications are filed by different tenants and name the same landlord and deal with the same issue.
  - Tenants wishing to join their applications must submit the form, ***Tenant's Request to Join Applications for Dispute Resolution***.
  - A landlord can also request multiple applications be joined by submitting the form, ***Landlord's Request to Join Applications for Dispute Resolution***.
- **Cross-applications** – where two or more applications involve the same landlord, same tenant and same property and the issues are the same or different.
  - Either the landlord or tenant can inform the Residential Tenancy Branch that there is another application in process involving the same parties. RTB will attempt to schedule a single hearing to deal with all the applications in process.

Those who apply for joined dispute resolution must agree in writing to deal with all the issues at once. To have multiple applications joined, the lead applicant pays the full fee and the other applicants each pay $25.

Scheduling the Dispute Resolution Hearing

The RTB will review the submitted information to make sure it is correct and complies with the law. When all requirements are met, the RTB will schedule either a conference call or in-person hearing, usually within 7-14 days. People must let the RTB know if they cannot participate in person or by phone due to a disability.

The RTB will also prepare a hearing package for the Applicant and each Respondent. The hearing package provides notice of the hearing date and time, and includes information such as instructions on how to pre-

pare for dispute resolution and serve evidence. The Applicant must serve the Respondent with their hearing package within three days.

Serving the Hearing Package

The applicant must serve the hearing package in a manner that complies with the Act. The quickest and best way to serve a hearing package is by leaving a copy with the person being served.

To serve a hearing package, the applicant can:

- Leave it with the person, or if the person is a landlord, leave it with an agent of the landlord;
- Send it by registered mail to the address at which the person resides or, if the person is a landlord, to the address at which the person carries on business as a landlord;
- If the person is a tenant, send it by registered mail to a forwarding address provided by the tenant; or
- Serve the package in a manner ordered by a dispute resolution officer.

A landlord that applies for dispute resolution asking for an ***Order of Possession*** or asking for an order to end a tenancy early, must serve the hearing package:

- By leaving it with the tenant;
- By registered mail to the address at which the tenant resides;
- By leaving it at the tenant's residence with an adult who apparently resides with the tenant;
- By attaching it to a door or other conspicuous place at the address at which the tenant resides; or
- As ordered by a dispute resolution officer.

The person responsible for serving documents may need to demonstrate proof of service. The person who served the documents can either attend the hearing or provide a sworn ***Certificate of Service*** for use at the hearing.

Evidence for a Dispute Resolution Hearing

Evidence is the information presented at the dispute resolution hearing to prove a claim or provide defence to a claim. It can include spoken testimony from witnesses at the hearing or documents such as sworn

written statements, receipts, photographs, or other items such as a piece of stained carpet.

Serving evidence on the other party

The applicant and respondent must serve a copy of all evidence on the other party as soon as possible and at least five full days before the dispute resolution hearing.

Copies of documents must be clear and readable.

At the hearing, a person must be able to prove to the dispute resolution officer that they served their evidence on the other party. If the other party did not get the evidence on time or has not had a fair chance to review it, the dispute resolution officer may postpone the hearing.

Submitting evidence to the RTB

The RTB must receive a copy of any evidence for a hearing **at least five business days** before the hearing date, not including weekends and holidays. The RTB will not accept any evidence submitted after this deadline.

NOTE: "At least five business days" means the first day (the day you submit the evidence) and last day (the day of your hearing) must be excluded. For example, if your hearing is on Friday, the latest possible day for submitting evidence to RTB is the previous Thursday.

The Dispute Resolution Hearing

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

Who should attend

The applicant and respondents are "parties" to the hearing and should attend the hearing.

Parties can represent themselves at the hearing or have someone represent them. This person is called an agent, and might be a lawyer, a designated representative, a friend, or a relative. An agent for a party has the authority to speak on behalf of that party.

What happens at a hearing

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

The dispute resolution officer may also ask questions. If there is conflicting evidence, the dispute resolution officer can decide which evidence is stronger. A dispute resolution officer is not bound by legal precedent and can make a decision based on the merits of each case.

A dispute resolution officer may also assist the parties resolve the dispute and can record any settlement in the form of a decision or order.

The Dispute Resolution Officer's Decision

Once the hearing is completed, the dispute resolution officer has 30 days to issue a written decision. During this period, the dispute resolution officer will not accept further submissions or evidence, although may request additional information. The written decision will give the reasons for the decision and be signed and dated by the dispute resolution officer.

A dispute resolution officer that believes the matter to be frivolous, vexatious, or trivial or not in good faith can dismiss the case.

Both the applicant and respondent will receive a copy of the decision, which is final and binding.

A Dispute Resolution Officer's Order

In some instances a dispute resolution officer may also issue an order. Only the person who succeeds in getting a dispute resolution officer's order will be provided a copy of the order.

Enforcing a Dispute Resolution Officer's Order

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

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

The RTB does not enforce orders.

Clarification, Correction or Review of a Decision or Order

No one, other than the dispute resolution officer or the Supreme Court of British Columbia, has the authority to change a dispute resolution

officer's original decision or order. A dispute resolution officer may make a change in limited circumstances.

Correction or clarification of a decision or order

The dispute resolution officer may make a correction or clarification:

- On their own initiative; or
- If one of the parties to the hearing submits to the RTB a ***Request for Correction or Clarification*** within 15 days after the decision or order is received.

A dispute resolution officer does not need to conduct a hearing to:

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

Review of a decision or order

A dispute resolution officer may review their order if a party:

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

To request a review, a party must submit an ***Application to Review Dispute Resolution Officer's Decision or Order*** and provide sufficient evidence to support the grounds for the review. A review is not an opportunity to re-argue the original case.

The application must be submitted with the filing fee within:

- Two days where the decision or order relates to:
  - An order of possession,
  - Sublet or assignment of a tenancy, or
  - A ***Notice to End Tenancy*** for non-payment of rent.

- Five days where the decision or order relates to:
  - Repairs or maintenance,
  - Services or facilities, or
  - A ***Notice to End Tenancy*** (except for non-payment of rent).
- Fifteen days on any other matter.

The applicant must clearly indicate the grounds for review and attach sufficient evidence. Evidence may include affidavits, records, documents, or exhibits. The dispute resolution officer can decide whether to reopen the matter based solely on the application and accompanying evidence.

If the dispute resolution officer decides that sufficient grounds exist to allow the review, the applicant must serve the other party with a copy of the dispute resolution officer's decision to review the matter. During the review, the other party will have an opportunity to respond.

Judicial Review

A party to a hearing, or a person directly affected by a dispute resolution officer's decision, who believes a dispute resolution officer was biased, made an error in the application of the law, or failed to comply with the rules of procedural fairness, can apply to the Supreme Court of British Columbia for Judicial Review. It may be worthwhile to consult with a lawyer before doing so.

Standard Forms

The following forms are available online or by contacting any Residential Tenancy Branch, Government Agent's office or BC Access Centre.

Residential Tenancy Agreement – A tenancy agreement must meet certain criteria established under the Regulation. A sample form is available online.

Condition Inspection Report – A Condition Inspection Report must meet certain criteria established under the Regulation. A sample form is available online.

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

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

Notice to End Tenancy – A landlord must use this notice to end the tenancy agreement, unless the tenancy is a fixed-term agreement that contains a predetermined expiry date and the tenant has agreed to vacate by that date, or the landlord and tenant have agreed in writing to end the tenancy.

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

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

Application for Dispute Resolution – The person wanting a dispute resolution officer to resolve a dispute must fill out this application to submit to the nearest Residential Tenancy Branch, Government Agent office or BC Access Centre. Applicants may also submit an application for dispute resolution using e-service at www.rto.gov.bc.ca/

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

Notes:

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