Residential Tenancy Law in British Columbia

Legal information on rights and responsibilities for tenants and landlords

Last updated by Andrew Sakamoto on April 18, 2017
TRAC’s mission is to promote the legal protection of residential tenants across British Columbia by providing information, education, support and research on residential tenancy matters.
TRAC Overview

- Tenant Infoline
- Direct Advocacy
- Legal Workshops / Webinars
- Multilingual / plain language publications
- Website
- Online Course – *Renting It Right*
Q: What do I have to do to get my security deposit back at the end of my tenancy?

First, provide your landlord with your forwarding address in writing for where your deposit can be sent. As is the case with all communication during your tenancy, make sure you have proof of how you gave your landlord your forwarding address, such as a witness or confirmation that it was delivered by registered mail. See TRAC’s template letter. You can also write your forwarding address on the condition inspection report form.
What is Residential Tenancy Law?

• Tenant and landlord rights and responsibilities.

• Tenancy laws in BC are different than tenancy laws in other countries and Canadian Provinces.

• Cannot avoid or contract out of the Residential Tenancy Act (RTA).
Are You Covered By Residential Tenancy Law?

• Not everyone who rents their home is a “tenant” according to the Residential Tenancy Act.

• You are NOT a “tenant” if you:
  o Share a kitchen or bathroom with the OWNER of the property (e.g. home stay program)
  o Pay rent to another tenant as a “occupant/roommate”
  o Live in co-operative housing
  o Live in student housing provided by your school
  o Live in an emergency shelter or transitional housing
Residential Tenancy Branch

- Government department in charge of residential tenancy law.
  - Phone service
  - Website: www.gov.bc.ca/landlordtenant
  - Resources – forms, policy guidelines, legislation, calculators
  - Dispute Resolution

- Service BC Centres (extension of RTB).
Dispute Resolution

She never pays rent. I want her evicted.

My rent receipt is evidence that I paid rent.

I have decided to cancel the eviction.
Dispute Resolution

• Similar to court, but done over the phone.

• Arbitrator (similar to a Judge) makes a decision.

• $100 fee
  o If you are a low income applicant, the fee may be waived
  o If you win your hearing, you may be repaid

• You will need evidence (not allegations):
  o Photographs, receipts, witnesses, letters, affidavits,
    Monetary Order Worksheet
Tenancy Agreement

- A legal agreement (contract) between tenant and landlord.

- Landlord’s contact information:
  - legal name
  - phone number
  - address
Tenancy Agreement

• Month-to-month or fixed-term?

• What is included in your rent?
  o Electricity?
  o Internet?
  o Parking?
Tenancy Agreement

• Read carefully before signing the agreement.

• Landlord must give tenant a signed copy within 21 days.

• If you have no written agreement, you still may be protected by BC’s tenancy laws.
Disclosure of Personal Information

• Office of the Information and Privacy Commissioner of BC has Guidelines that say landlords generally should **NOT** require:
  - Social Insurance Number (SIN)
  - Banking information
  - Credit card information
  - Photocopy of drivers license
  - A criminal records check
Roommates

• Co-Tenants
  o SAME tenancy agreement
  o Jointly responsible

• Tenants in Common
  o DIFFERENT tenancy agreements
  o Individually responsible

• Occupants/Roommates
Deposits and Fees

• Security Deposit: ½ month’s rent.

• Pet Deposit: ½ month’s rent.

• No application fees.

• No guest fees (but be reasonable).
Condition Inspection Report

- Tenant and Landlord do an inspection of the rental unit together:
  1. Move-in
  2. Move-out

- Consequences for not completing?
Quiet Enjoyment

• Freedom from unreasonable disturbances.
  o For example: smoke, noise, intimidation / harassment
Quiet Enjoyment

• Freedom from Illegal Landlord Entry.

• 24 hours written notice:
  o Date
  o Time (8am – 9pm)
  o Reasonable reason
Quiet Enjoyment

• Landlord emergency entry.
  o Necessary to protect life or property.
    ▪ For example: flood, fire, water leak, etc.
Repairs

• Landlord is generally responsible for making repairs to the tenant’s rental unit.
Repairs

CEILINGS

LOCKS
Repairs

BED BUGS

ELEVATORS
Repairs

• Tell your landlord immediately (in writing) when something needs to be repaired.
  o TRAC Template Letters – tenants.bc.ca/template-letters

• If you delay and the problem gets worse, you could be held responsible.

• If you (or your guests or pets) break something, you may have to pay for it.

• Do NOT withhold rent!
Emergency Repairs

• What is an emergency repair?
  o Repair that is **URGENT** and **NECESSARY** for health or safety of people or property:
    ▪ Major leaks in pipes or roof
    ▪ damaged or blocked water or sewer pipes or plumbing fixtures
    ▪ Primary heating system
    ▪ Damaged or defective locks
    ▪ Electrical systems
Emergency Repairs

• Landlord must provide emergency contact number.

• If the emergency contact cannot be reached after two tries and a reasonable amount of time has passed, tenant can pay for repairs (be reasonable) and get money back from landlord (keep receipts).
  - Carefully review section 33 of the RTA.
Essential Services

• Essential = necessary, indispensable, or fundamental.

• A landlord must not terminate a service or facility that is essential to the tenant’s use of the rental unit.
  - For example: heat, hot water, elevator in multi-storey apartment.
Non-Essential Services

- Landlords are allowed to terminate or restrict non-essential services and facilities as long as they provide 30 days’ written notice in the approved form (RTB form) and reduce rent by an equal amount.
  - For example: cable, internet, parking, storage.
Rent Increases

• Landlords can raise rent once every 12 months.

• How much?
  o Check TRAC website or RTB website.
  o 2017: 3.7%

• 3 months’ written notice on “approved” form.
Ending a Tenancy (Moving Out)

- Month-to-month tenancies
  - One **FULL** month written notice.
  - Give notice at the **END** of the month:
    - 28th, 29th, 30th, 31st
  - Tenancy ends at 1pm on last day of agreement.
Ending a Tenancy (Moving Out)

• Fixed-term tenancies
  o If you move out early, you may owe your landlord money
    ▪ Loss of rental income
    ▪ Liquidated Damages
  o Landlord has duty to mitigate loss
    ▪ Show the rental unit to prospective tenants, advertise at a reasonable rent, etc.

• What happens when your fixed-term tenancy ends?
Ending a Tenancy (Moving Out)

• Legally moving out early with fixed-term tenancies:
  o Mutual Agreement to End Tenancy
  o Assignment / Sublet
  o Breach of “Material Term”
  o Family violence / Long-term care
Serving Documents

• There are rules that determine when documents are deemed received by another party:
  o on the **SAME** day if given or served personally
  o on the **THIRD** day after faxing it, attaching it to a door, or leaving it in a mail box or mail slot
  o on the **FIFTH** day after mailing it

• When you receive a document, consider it received that same day to be safe.
Returning Deposits

1. Tenant gives forwarding address in writing within one year of the end of the tenancy.

2. Landlord has 15 days to:
   a) return deposit to tenant; OR
   b) ask RTB for permission to keep deposit.

3. If landlord does not do one of those two things, tenant can apply to the RTB for DOUBLE the deposit.
Returning Deposits – Flowchart

- Tenant gives forwarding address in writing
- Landlord returns deposit within 15 days
- Landlord applies to RTB for permission to keep deposit within 15 days
- Landlord does nothing within 15 days
- Tenant applies to RTB for double the deposit
- Arbitrator listens to tenant and landlord and makes a decision
- Arbitrator listens to tenant and landlord and makes a decision

RTB = Residential Tenancy Branch
Eviction

• A landlord can give a tenant an eviction notice (also known as a Notice to End Tenancy) when they want the tenant to move out.

• There are different types of evictions.
Eviction – 10 Day Notice for Non-Payment of Rent

- You may get this eviction notice if you do not pay all of your rent on the day it is due.
Eviction – 10 Day Notice for Non-Payment of Rent

• If you are late paying your rent and your landlord gives you an eviction notice, you have 5 days to pay in order to cancel the eviction notice.
  - You are not allowed to do this every month.

• If you do not pay within 5 days, you must move out by the 10th day.
Paying Rent – Flowchart

- Rent is due
  - Tenant is late paying rent
    - Landlord gives tenant 10 day eviction notice
      - Tenant pays rent in full within 5 days
      - Tenant does not pay rent in full within 5 days
        - Tenant must move out by the 10th day
        - Eviction notice is cancelled

Note: You are not allowed to repeatedly pay rent late
Eviction – One Month Notice for Cause

• You may get this notice if you are too noisy.
  ○ Reasonable noise is okay
• You may get this notice if you damage something and do not pay to fix it
• Warning letter is usually required first
Eviction – Two Month Notice for Landlord Use of Property

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

- “Close family”:
  - Landlord’s spouse
  - Parents or children of the landlord or the landlord’s spouse
Eviction – Two Month Notice for Landlord Use of Property

- You may get this notice if your landlord wants to do **EXTENSIVE** renovations that require you to **MOVE OUT**.
Eviction – Two Month Notice for Landlord Use of Property

- You may get this notice if your landlord wants to demolish (tear down) your rental unit.
Eviction – Two Month Notice for Landlord Use of Property

• If a tenant receives a Two Month Notice for Landlord Use of Property, they get compensated for one month of rent.

• For example: they can live there free for the second month.
Selling a Tenanted Property

• When a tenant’s rental unit is sold, the tenancy agreement transfers to the new owner.

• A landlord cannot issue an eviction notice simply because they have put a rental property up for sale.

• A landlord can issue an eviction notice on behalf of a purchaser, but only after all conditions of the sale have been satisfied.
Disputing an Eviction Notice

• If a tenant does not think they deserve to be evicted, they can dispute the eviction notice.
  o 10 Day Notice = **5 DAYS** to dispute
  o One Month Notice = **10 DAYS** to dispute
  o Two Month Notice = **15 DAYS** to dispute

• If you have evidence that you were not given a two month notice for landlord’s use of property in “GOOD FAITH” you can apply for compensation.
  o 2 months’ rent
Eviction Process

• In order to legally remove a tenant, a landlord must obtain:
  1. RTB Order of Possession
  2. Supreme Court Writ of Possession
  3. Services of a Court Bailiff
Challenging a Dispute Resolution Hearing Decision

• RTB Review
  o Circumstances beyond individual’s control
  o New and relevant evidence
  o Fraud

• Judicial Review through BC Supreme Court
  o Community Legal Assistance Society (CLAS)
Key Tenant Responsibilities

• Pay rent in full and on time.
• Keep the rental unit reasonably clean.
• Notify the landlord of any repairs immediately.
• Pay for any damage caused beyond normal “wear and tear” (everyday use).
• Don’t unreasonably disturb others.
• Don’t do anything illegal and dangerous.
Key Landlord Responsibilities

• Provide a copy of the tenancy agreement form.
• Provide an opportunity to do both a move-in and move-out Condition Inspection Report.
• Provide a receipt for rent paid in cash.
• Return deposits on time.
• Make repairs to ensure that the rental unit complies with health, housing and safety standards required by law.
• Provide quiet enjoyment to tenants.
Summary

• If you want to tell your landlord to stop breaking the law, ask them in writing.
  o TRAC has template letters.

• Always remember to think about evidence.
  o Take photographs, get witnesses, keep receipts, etc.

• If you are unsure about something, ask for help!
Contact Information

• Website: [www.tenants.bc.ca](http://www.tenants.bc.ca)
• Online Course: [www.rentingitright.ca](http://www.rentingitright.ca)
• Phone: 604-255-0546 or 1-800-665-1185

@TRAC_BC

“TRAC Tenant Resource & Advisory Centre”
RTB Contact Information

Residential Tenancy Branch

• Website: www.gov.bc.ca/landlordtenant
• Email: HSRTO@gov.bc.ca
• Telephone:
  o 604-660-1020
  o 1-800-665-8779
• Offices:
  o 400 – 5021 Kingsway Ave, Burnaby
  o 390 Main St. (at Hastings), Vancouver*
  o 518 Richards St., Vancouver*
• Service BC Centres
  o www.servicebc.gov.bc.ca/locations/

*Only accepts dispute resolution applications from low income tenants
Resources

[Image of Clicklaw website]

www.clicklaw.bc.ca

[Image of Povnet website]

www.povnet.org
Questions?