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# Andre's STORY

A tenants' rights tale



## TENANT INFO PAMPHLET



TRAC Tenant Resource & Advisory Centre provides BC tenants with free legal information on residential tenancy law through our website, telephone Infoline, legal education workshops and multilingual resources. TRAC works with all levels of government, other community organizations and the general public to promote the legal protection of tenants and the availability of affordable rental housing in BC.

This pamphlet provides a brief overview of tenants' and landlords' rights and responsibilities under BC's *Residential Tenancy Act*. For more detailed information, you can contact TRAC or the Residential Tenancy Branch — the government department in charge of residential tenancy law.



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- March 2014

### STARTING YOUR TENANCY

#### Who is Covered by the *Residential Tenancy Act*?

This pamphlet does not apply to all British Columbians renting their homes. Here are some common examples of living accommodation not covered by BC's *Residential Tenancy Act*:

- housing provided to a person sharing kitchen and/or bathroom facilities with the owner of the property;
- cooperative housing;
- housing provided to a student by their school;
- housing that falls under the *Community Care and Assisted Living Act*; and
- vacation or travel accommodation.

#### Tenancy Agreement

You and your landlord should have a written tenancy agreement. This is a legal contract that says what your rent is, whether pets are allowed, the length of your tenancy (month-to-month or fixed-term), and other important terms. If you do not have a written tenancy agreement, you are still protected by BC residential tenancy law, but keep in mind that verbal agreements can often be problematic. TRAC strongly recommends signing a tenancy agreement with your landlord.

If you sign an agreement with a term that contracts out of the *Residential Tenancy Act*, it is unenforceable. In other words, your landlord cannot avoid the law.

#### Move-In Condition Inspection Report

You and your landlord should complete a move-in condition inspection report. Using a form available on the Residential Tenancy Branch website, document the condition of your new rental unit and agree on any repairs that need to be made by your landlord.

#### Deposits

Your landlord can ask for a maximum of half the monthly rent as a security deposit. If you cause damage or do not pay rent, your landlord can ask the Residential Tenancy Branch for permission to keep some or all of your deposit. If your landlord allows you to have pets, you may be asked to provide an additional pet damage deposit of half the monthly rent.

### Disclosure of Personal Information

The Information and Privacy Commissioner for BC has privacy guidelines for tenants and landlords. Highlights include the following:

- landlords should not require that tenants provide their Social Insurance Number;
- landlords should not demand a tenant's banking information;
- landlords cannot request a tenant's credit card information as a condition of renting a property; and
- requiring a criminal record check is not reasonably necessary.

#### Roommates

Roommates can be Tenants in Common, which means they have separate tenancy agreements, or Co-Tenants, which means they share a tenancy agreement. If you and your roommate are Co-Tenants, you are jointly responsible for your rental unit. This also means that if your roommate gives proper notice to end their tenancy, they are ending your tenancy as well.

### DURING YOUR TENANCY

#### Quiet Enjoyment

Your landlord must provide you with quiet enjoyment. This gives you the right to reasonable privacy, freedom from unreasonable disturbances (e.g. noise, smoke, intimidation/harassment), exclusive possession of your rental unit, and use of common areas for reasonable and lawful purposes. You must remember to respect the quiet enjoyment of other tenants living in your building.

#### Landlord Entry

If your landlord wants to enter your rental unit, they need to give you proper notice. This means:

- at least 24 hours (but not more than 30 days) written notice;
- date of entry;
- time of entry (between 8am and 9pm); and
- reasonable reason for entry.

- 1 **Download**  
free LayaR app to your android or iphone at [get.layar.com](http://get.layar.com)
- 2 **Point**  
your device at the image to the left and tap the screen to scan.
- 3 **Watch**  
Andre's story come alive!

Or alternatively scan this QR code to watch the video.



According to the *Residential Tenancy Act*, a landlord is allowed to inspect a rental unit monthly. Your landlord may be able to enter your rental unit without proper notice if there is an emergency, they have obtained an order from the Residential Tenancy Branch, or you choose to let them in.

### Rent Increases

Your landlord can increase your rent once every 12 months. The maximum allowable rent increase percentage changes every year and can be found on the Residential Tenancy Branch and TRAC websites. When your landlord wants to increase your rent, they have to use an approved form (one can be found on the Residential Tenancy Branch website) and give you three months' notice. For instance, if your landlord gives you a rent increase notice on March 15, the rent increase will take effect on July 1.

### Repairs

Your landlord is generally responsible for making repairs to your rental unit (e.g. heating, plumbing, locks, bed bugs, elevators). If you need your landlord to fix something, ask them in writing. To help you with this, TRAC has template letters available on our website. Make sure to sign and date your letter, and keep a copy for yourself as evidence. You may also want to take photos and show a witness. If your landlord refuses to fix a problem, you can apply for dispute resolution to ask for a repair order and compensation. Your landlord should provide you with emergency contact information in case urgent and necessary repairs are needed to protect the health or safety of people or property. If your landlord is not dealing with an emergency repair, you should carefully review section 33 of the *Residential Tenancy Act* or contact TRAC or the Residential Tenancy Branch for more information.

### Pets

Your landlord is allowed to prohibit pets, or establish rules about the size, kind or number of pets you own. If you do not follow the rules set out in your tenancy agreement, you may receive a warning letter and/or eviction notice.

### Dispute Resolution

If you have a dispute with your landlord, you can apply to the Residential Tenancy Branch for dispute resolution. This is essentially BC's tenant and landlord court, except you do not need a lawyer and most hearings are held over the phone. An arbitrator will listen to all parties involved and consider the evidence provided before making a legally-binding decision. It costs \$50 to apply, although this fee can be waived for low income applicants. The application form can be found on the Residential Tenancy Branch website, or you can visit any Residential Tenancy Branch Office or Service BC Centre.

### Serving Documents

There are rules that determine when documents are deemed received by another party. These are important to know, for instance, if you plan on giving notice to move out by the end of the month. A document is deemed received:

- on the same day if given or served personally;
- on the third day after faxing it, attaching it to a door, or leaving it in a mail box or mail slot; and
- on the fifth day after mailing it.

## ENDING YOUR TENANCY

### Moving Out

If you have a month-to-month tenancy agreement, you need to give your landlord one month notice before moving out. For instance, if you are moving into a new rental unit on August 1, your current landlord needs to receive your notice to move out in writing no later than June 30. If you have a fixed-term tenancy (often referred to as a lease), you are legally bound to stay until the end date of your contract. If you and your landlord both want to end the tenancy early, you should agree in writing.

### Deposits

In order to get a deposit back, you need to provide your landlord with a forwarding address in writing within one year of the end of your tenancy. Once you have done that, your landlord has 15 days to either return an agreed upon amount of your deposit or apply to the Residential Tenancy Branch for permission to keep some or all of

your deposit. If your landlord does not do one of those two things, you can apply to the Residential Tenancy Branch for double the deposit.

### Evictions (Notices to End Tenancy)

There are three main types of eviction notices:

- 10 Day Notice for Non-Payment of Rent
- One Month Notice for Cause
- Two Month Notice for Landlord's Use of Property

If you receive a 10 Day Notice, you have five days to pay your rent in full in order to cancel the eviction notice. If you are repeatedly late paying rent, you may receive a One Month Notice. You may also receive a One Month Notice if you are too noisy, do not pay for damage for which you are responsible, or engage in dangerous or illegal activity that jeopardizes health or safety. You may receive a Two Month Notice if your landlord or their close family (the landlord's spouse, or the children or parents of the landlord or the landlord's spouse) want to move into your rental unit, or if the landlord wants to make extensive renovations that require vacant possession.

There are strict deadlines to apply for dispute resolution to dispute an eviction notice:

- five days for a 10 Day Notice
- 10 days for a One Month Notice
- 15 days for a Two Month Notice

If your landlord tries to physically remove you from your rental unit without a Writ of Possession and court bailiff, contact TRAC or the Residential Tenancy Branch immediately.

### Move-Out Condition Inspection Report

You and your landlord should complete a move-out condition inspection report. If you completed a move-in condition inspection report, you should have a good idea of how much damage was caused during your tenancy and, therefore, how much of your deposit should be returned. Remember, if your landlord wants to keep your deposit, they need to have your written consent or an order from the Residential Tenancy Branch.

## HOW TO PROTECT YOURSELF AS A TENANT

### Follow Your Legal Responsibilities

Pay your rent in full and on time, keep your rental unit reasonably clean, report any damage (e.g. leaky roof) or infestations (e.g. bed bugs) to your landlord immediately, pay for damage caused by you or your guests, and respect the quiet enjoyment of other tenants living in your building. These are some of the most fundamental tenant responsibilities you need to follow in order to maintain a stable tenancy.

### Gather Evidence

Always try to gather evidence throughout the course of your tenancy. Signing a tenancy agreement, completing condition inspection reports, writing letters, involving witnesses, taking pictures and keeping receipts are some of the best ways you can protect yourself as a tenant. If you and your landlord need to go to dispute resolution to resolve a dispute, this sort of evidence can improve your chances of winning your case.

## CONTACT INFORMATION

This pamphlet covers only some areas of residential tenancy law. For more detailed information, connect with TRAC or the Residential Tenancy Branch.

### TRAC

Website: [www.tenants.bc.ca](http://www.tenants.bc.ca)  
Phone: 604-255-0546 or 1-800-665-1185  
Email: [info@tenants.bc.ca](mailto:info@tenants.bc.ca)  
Twitter: [www.twitter.com/TRAC\\_BC](https://www.twitter.com/TRAC_BC)  
Facebook: "TRAC Tenant Resource & Advisory Centre"

### Residential Tenancy Branch

Website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)  
Phone: 604-660-1020 or 1-800-665-8779  
Email: [hsrto@gov.bc.ca](mailto:hsrto@gov.bc.ca)



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This pamphlet explains the law in general, but is not legal advice. Depending on your case, you may need to speak to a lawyer.