

# Roommates and Pets



TENANT RESOURCE & ADVISORY CENTRE

Unit #150-900 Howe St  
Vancouver, BC V6Z 2M4

1-800-665-1185  
tenants.bc.ca

The **Residential Tenancy Branch (RTB)** can only resolve disputes between landlords and tenants. If you have an issue with your roommate who is a *tenant in common*, your landlord may be responsible and you can seek resolution at the RTB. However, if the roommate is a *co-tenant* or an *occupant*, you will need to resolve the issue at the Civil Resolution Tribunal or Small Claims Court.

## What is my living situation?

I live with at least one of the original tenants on the tenancy agreement.

Yes

No

I am also on the tenancy agreement.

Yes

No

I am likely a **co-tenant**.

I am likely an **occupant**.

I have a tenancy agreement with an original tenant that is shorter than the agreement they have with their landlord. My agreement says I must move out by a certain date so the original tenant can move back in.

Yes

No

I am likely a **subtenant**.

My agreement may be an **assignment**.

Subtenants are covered by the RTA, and the original tenant is considered their landlord. If you're unsure whether you're an occupant or subtenant, contact TRAC.

In an **assignment**, the original tenant transfers all their rights and obligations to a new tenant, who becomes the tenant of the original landlord.

## Residential Tenancy Act (RTA) Definitions

### Co-Tenants

Sign the **same** tenancy agreement and are **jointly** responsible for following it.

If one roommate is late on rent, all of the roommates are responsible for the difference.

### Tenants In Common

Sign **separate** tenancy agreements and are **individually** responsible for following them.

### Occupants

**No** tenancy agreement with the landlord and are **not** covered under the RTA.<sup>1</sup>

Occupants and sublets are often confused – see the flow chart to learn more.



## Watch out for landlords trying to illegally restrict guests!

Landlords cannot unreasonably restrict tenants from having guests over, even if they stay overnight. If your tenancy agreement has a clause prohibiting guests or capping the number of overnight guests per year, it would likely be unenforceable.

**Exception:** Sections of the RTA covering guests do not apply to tenants in supportive housing.<sup>2</sup>



## Pets

While many renters in BC have pets, landlords have the right to not allow pets entirely or set limits on the number, size, or type of pets.

A landlord may be unable to enforce a no-pet clause if, with their knowledge or consent, they have let you keep a pet for a long period of time.

**Exception:** Your landlord must allow a dog that falls under the Guide Dog and Service Dog Act and must not require a pet damage deposit.

## Avoid a Rent Increase When Co-Tenants Move Out!

If a **co-tenant** decides to move out and...



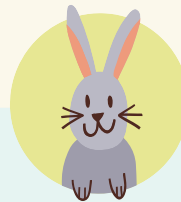
**Gives proper notice:** the tenancy agreement ends, and the remaining roommates will need to move out or sign a new agreement. **This allows the landlord to raise the rent or refuse to continue to rent the unit.**

- **Does not give proper notice:** the tenancy continues and the remaining co-tenants on the agreement continue to be responsible for rent and any damages.

### Check your tenancy agreement!

Are there any terms in the agreement about limiting the number of occupants or obtaining written consent before adding an occupant? If not, a new roommate may move in as an occupant to replace the tenant who has moved out.

Alternatively, the remaining co-tenants can ask the landlord to amend the agreement to avoid signing a new one with a potential rent increase. Landlords do not have to agree to an amendment.



### Tenants could receive an eviction notice related to pets for two reasons:

1. If a tenant has a pet despite the tenancy agreement not allowing it, the tenant may be breaching a material term of the agreement. However, the landlord will need to give a written warning before serving an eviction notice.<sup>3</sup>
2. If the pet causes extraordinary damage or unreasonably disturbs others, even if the landlord agreed to allow the pet, the tenant could be evicted for cause.<sup>4</sup>

TRAC receives ongoing support from:

English



Department of Justice  
Canada

Ministère de la Justice  
Canada

This is general information that applies to British Columbia, Canada. TRAC cannot guarantee that it is current or complete. This fact sheet is not meant as legal advice for specific legal problems. Use at your own risk and consult a lawyer if you need legal advice. V1 July, 2025.

#### For More Information

- 1 See RTB Policy Guideline 19 for information on subletters and occupants.
- 2 See RTB Policy Guideline 46 for information on supportive housing.
- 3 See Policy Guideline 8 on Unconscionable, Unlawful, and Material Terms.
- 4 To learn more, see Policy Guideline 28 and the RTB Decisions linked at the bottom of TRAC's webpage on "Pets."