

THE tenant survival guide



TOP 5 SURVIVAL TIPS FOR PROBLEM FREE RENTING

1 Read the Tenant Survival Guide.

2 Have a witness with you and take pictures when you move in and out of a place.

3 Get everything in writing.

4 Think carefully about anything you sign.

5 Pay your rent on time and get a receipt if you pay with cash.

***IF YOU STILL HAVE PROBLEMS, CALL
THE TRAC TENANT INFORMATION LINE:***

Vancouver area (604) 255-0546

Outside Vancouver area 1-800-665-1185

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THE tenant survival guide

The Tenant Survival Guide is produced by TRAC Tenant Resource & Advisory Centre and is intended to give tenants a basic understanding of residential tenancy law in British Columbia and what it means to them. TRAC Tenant Resource & Advisory Centre is an educational organization promoting tenants' rights and affordable housing in British Columbia.



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Relevant sections of the *Residential Tenancy Act* (RTA) or the Residential Tenancy Regulation are cited below select sections throughout this guide. These sections are current at the time of publication, but may change if the Act changes.

The information contained in the *Tenant Survival Guide* is for informational purposes only. TRAC Tenant Resource & Advisory Centre cannot act as your lawyer, and its staff members are not lawyers. TRAC makes no representations, expressed or implied, that the information contained in this guide can or will be used or interpreted in any particular way by any governmental agency or court. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as a substitute for the advice of competent counsel.

- + THE LAW IN BC + ARE YOU COVERED BY THE LAW? +
- + WHAT A LANDLORD CAN ASK + APPLICATION FEES +
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BEFORE RENTING



DO trust your instincts—if your first meeting with a potential landlord is not good, it's likely you'll have problems with that person and should not rent from them. **DON'T** sign an agreement or pay a deposit unless you are absolutely sure you want to move in to the place.

LAW IN BC

Tenants in BC are protected by the *Residential Tenancy Act*. The *Act* is the law that spells out the rights and responsibilities of tenants and landlords. Don't assume that the laws in other provinces are the same as in British Columbia.

The Residential Tenancy Branch is the government office that helps with problems between landlords and tenants. Residential Tenancy Branch staff will give information about the law to tenants and landlords in BC. They can help you by explaining the law to you, and in some cases, by calling your landlord on your behalf. Residential Tenancy Branch offices also hold dispute resolution hearings for landlords and tenants when they cannot resolve disputes on their own.

A dispute resolution hearing is like a landlord-tenant "court". You and your landlord explain your problem to a dispute resolution officer, who is hired by the BC government. The dispute resolution officer decides what to do about the problem, based on your evidence and what the law says. The dispute resolution officer's decision is legally binding. For more information on dispute resolution hearings, see Chapter 10, Dispute Resolution.

ARE YOU COVERED BY THE LAW?

Not all renters are protected by the *Residential Tenancy Act*. If your name is on a tenancy agreement as a tenant and you pay rent to a landlord who does not live with you, then you are likely considered a tenant and protected by the *Residential Tenancy Act*. If you do not have rights under the *Act*, you may have rights under contract law. For example, you may be able to take your landlord or roommates to a hearing in Small Claims Court to get money back from them. You can only apply for dispute resolution through the Residential Tenancy Branch if you are covered by the *Residential Tenancy Act*.

Roommates If you share a place with the owner you are not covered by the *Residential Tenancy Act*.

Rooming houses If you live in a rooming house and do not share bathroom or kitchen facilities with the owner you are protected by the *Residential Tenancy Act*.

Hotels Hotel tenants are protected by the *Residential Tenancy Act* if the hotel is the tenant's primary residence.

Manufactured homes (mobile homes) If you rent both a manufactured home and the pad it sits on, you have the same legal rights as other tenants. But if you own a manufactured home and rent only the pad, the *Manufactured Home Park Tenancy Act* has special rules for you. This guide does not cover those rules. Phone the Residential Tenancy Branch for more information (see Other Resources, page 77) or look at the legislation on their Web site at www.rto.gov.bc.ca.

Non-profit housing If you live in non-profit or subsidized housing, you are protected by the *Residential Tenancy Act*. This includes tenants living in single room occupancy hotels (SRO) operated by a non-profit society, municipality, or regional district. However, if your rent is based on your income different rules regarding rent increases and evictions may apply.

The *Residential Tenancy Act* does not apply to:

- + people living in accommodations owned or operated by educational institutions if the institution provides the accommodation to its students or employees;
- + if you live in a housing co-op and are a member of the co-op;
- + commercial tenancies;
- + vacation or travel accommodation;
- + people in jail;
- + living accommodation rented under an agreement with a term of 20 years or more;
- + people living in care facilities that fall under the *Community Care Facility Act*, the *Continuing Care Act*, the *Hospital Act*, or the *Mental Health Act*.

There are other situations when the *Act* does not apply. See *Section 4 of the RTA*

WHAT A LANDLORD CAN ASK

According to “Privacy Guidelines For Landlords and Tenants” released by the Office of the Information & Privacy Commissioner for British Columbia:

- + landlords should not require that tenants provide their Social Insurance Number on either tenancy application forms or rental agreements;
- + a landlord should not demand a tenant’s banking information;
- + a landlord cannot request a tenant’s credit card information as a condition of renting a property;
- + requiring a criminal records check is not reasonably necessary; and
- + a landlord may ask to examine a person’s driver’s licence in order to verify the person’s identity. However, the landlord must not write down or photocopy this personal information.

If a landlord refuses to rent to you because you didn’t provide this personal information, you have the right to report the landlord to the Office of the Information & Privacy Commissioner for British Columbia. To read the full privacy guidelines, see the following link www.tenants.bc.ca/main/?privacy.

Discrimination

A landlord cannot discriminate against you or refuse to rent to you because of your race, colour, ancestry, place of origin, religion, sex, sexual orientation, source of income, or age (over 19 years old). The landlord also cannot discriminate against you if you are married or not married, if you have children, or if you have a disability.

There are two exceptions:

Shared accommodation The law does not always apply when cooking, sleeping or bathroom facilities are shared. For example, if a woman wants to rent a room in her house only to another woman, she may be allowed to discriminate in this way.

Adults only A landlord cannot refuse to rent to you because you have children, unless the building is reserved for people over 55 years old. It’s illegal for a landlord to advertise “adult only” or to write “adult only” in a tenancy agreement, unless the building is for tenants over 55 years old.

ASSISTED LIVING

ASSISTED LIVING FACILITIES ARE NOT COVERED BY THE RESIDENTIAL TENANCY ACT, ALTHOUGH THE GOVERNMENT IS LOOKING AT CREATING A DISPUTE RESOLUTION MECHANISM FOR ASSISTED LIVING TENANTS.

APPLICATION FEES

A potential landlord cannot ask you to pay a fee to simply apply to rent a place. If you pay an application fee and the landlord will not give it back to you, you can apply for dispute resolution to have it returned. At a dispute resolution hearing you can remind the dispute resolution officer that the application fee was collected from you illegally and should be returned. Of course you need to know the landlord's proper legal name and address and have proof that you paid the fee. Many potential tenants pay these fees in cash and do not know to whom they are paying the fees. Therefore, it is best to not pay an application fee and not rent from someone who asks for it. Take it as an indication of problems to come. (See also page 17 for application deposits.) *See Section 15 of the RTA*

VISITING STUDENTS

If you are visiting from another country and renting in British Columbia, it is important to know your rights and obligations under the *Residential Tenancy Act*. If you are not planning on staying for a year, then you should not sign a lease or agreement that says you will stay for a year. Some landlords rent to visiting students knowing that they won't stay for a year, but make them sign a one year lease anyway. The landlord then uses the broken agreement as an excuse to keep the student's security deposit. Another common problem for visiting students is landlords who don't return security deposits. Some landlords take advantage of the fact that the student will be returning to another country and unable to file for dispute resolution for a return of their security deposit.

If you are renting during your extended stay in British Columbia:

- + Do not sign a lease that states how long you must stay unless you intend to stay for that period of time.
- + Make sure you have a written tenancy agreement with the owner or manager of the property.
- + Do not take over a rental from another student who is renting and leaving the country without having your own agreement in writing with the landlord.
- + Do not sign any documents that you don't fully understand.
- + Do the move-in and move-out inspection reports with your landlord.
- + Designate someone who lives in BC to act as your agent in dispute resolution in case you need to return to your home country before the landlord has returned your security deposit. Contact the Residential Tenancy Branch to do this.

PROTECT YOURSELF FROM THE START

REMEMBER THAT YOU ARE ENTERING INTO A CONTRACT—A BUSINESS DEAL—WITH A LANDLORD. IT IS IMPORTANT TO MAKE SURE EVERYTHING ABOUT THE DEAL IS CLEAR FROM THE BEGINNING SO THAT THERE IS LITTLE CHANCE OF AN ARGUMENT OR DISPUTE LATER.

- + PROTECT YOURSELF + TERMS IN THE AGREEMENT +
- + PETS + LEASES + DEPOSITS AND PAYING RENT +
- + CONDITION WHEN YOU MOVE IN +

MAKING YOUR AGREEMENT



DO make sure the plumbing, electrical and appliances work, and check for mold in bathrooms and around windows, in closets and under carpets. **DON'T** sign a tenancy agreement that you do not understand or have not fully read.

PROTECT YOURSELF

The *Residential Tenancy Act* requires that your landlord provide you with a written tenancy agreement. The reason for this is that when an agreement is written, you have proof of what you and your landlord agreed to. This proof can come in handy if you have problems later on. Tenancy agreements tend to protect landlord's interests, but may not protect yours. Before signing make sure you can live with the terms of the agreement.

Understand your agreement

Make sure you understand what you are agreeing to.

Read every word carefully, or have someone help you read the agreement. Do not sign the agreement until you are sure about what it says.

Get everything in writing. If your landlord agrees to clean or do repairs before you move in, write this in the agreement. If you add or change anything in the agreement, both you and your landlord should write your initials beside every change.

Ask your landlord to cross off any parts of the agreement you want changed. For example, if the agreement says "no pets allowed" but your landlord says you can keep your dog, change that section or cross it off. Both you and the landlord should write your initials beside the change.

Get a copy of the signed agreement and keep it in a safe place. If the landlord breaks a promise, it will be hard for you to prove anything without your own copy.

Get your landlord's name, address and phone number.

You need to know with whom you are dealing. Get the name and phone number of the manager or agent you talk with, too. If a landlord or property manager does not want to provide this information, you should reconsider renting from them.

Utilities

Make sure you know what your rent includes. Does it include parking, cablevision, heat, and light? Or do you have to pay for these things separately? Is this written down in the agreement?

Do not agree to put utilities for units other than yours in your own name. You should not be made responsible for collecting money from tenants in other units. Insist that the bills for shared utilities, like gas and hydro, are put in the landlord's name.

If you live in a house with more than one unit where the utilities for the whole house are shared between the units, make sure your agreement specifies how many other people are living in the house and what your portion of the utilities are. For example, if additional tenants move into a suite with which you share utilities, your portion of the bill could also increase if you only agreed to pay a percentage of the total cost.

Your copy of the agreement

Legally the landlord must give you a copy of the tenancy agreement no later than 21 days after you sign it. Insist on receiving a copy as soon as possible after it is signed.

Verbal agreements While the landlord is required to provide a written tenancy agreement with you when you move in, the law still protects you even if you only have a verbal agreement. Furthermore, if you didn't have a written agreement to begin with you do not have to sign one later on if the landlord tries to change terms that you agreed to verbally.

New landlord If you get a new landlord, the rules in your old agreement will stay the same. A new landlord can't make you sign a new agreement. For example, if your place is sold the new owner would have to follow the same rules about rent increases as if your landlord had never changed.

TERMS IN A TENANCY AGREEMENT

Some things are automatically included in every tenancy agreement, like hot water and locks on the doors. These are basic rights for every tenant. Even if these things are not listed in your agreement, you still have a right to them. Other things are "extras", like laundry facilities or a parking space. A tenancy agreement includes the things the landlord agrees to provide. It also lists the rules you agree to, like where you can store things.

Be sure to get the “extras” in writing. Your landlord can’t change your tenancy agreement unless you both agree. For example, your landlord can’t make you start paying for heat if that was not part of your original agreement.

The *Residential Tenancy Act* allows landlords to take away or restrict certain services if you are compensated with a rent reduction and if the services are not essential to your tenancy. Therefore, it is important to make sure your agreement states everything that is included in your tenancy agreement. *See Sections 14 and 27 of the RTA*

Illegal parts of a tenancy agreement

There are some things a landlord can’t put in a tenancy agreement because they are illegal. For example, your agreement might say, “the landlord may enter your suite at any time.” This is illegal. The law sets strict limits on when your landlord can come in, and this cannot be changed by the tenancy agreement. Your landlord cannot make you agree to terms that give up your protections under the *Residential Tenancy Act*.

PETS

In BC, there is no law that allows tenants to have a pet. In fact, the *Residential Tenancy Act* explicitly gives landlords the right to refuse pets, or to charge an extra deposit for accepting pets. In order to keep a pet you need to have a term in your tenancy agreement that allows you to keep a pet. If your tenancy agreement doesn’t allow pets, and you get one anyway, your landlord can tell you to remove it. If you don’t, the landlord might give you an eviction notice. *See Sections 18 of the RTA*

Guide dogs

If you have an assistance animal covered by the *Guide Animal Act* your landlord has to accept it. You must not be charged a pet deposit for an animal covered by the *Guide Animal Act*.

LEASES (FIXED-TERM TENANCIES)

You may agree to rent a place for a certain length of time, like six months or one year. This is called a lease, or a fixed term tenancy agreement. Leases are often good for landlords, but not always good for tenants. However, a lease can protect you from eviction in some cases (like if the landlord wants to move into your suite or sell it).

Don't sign a lease unless you are sure you want to live in the place. You can't break a lease because you didn't do a careful enough inspection of the suite before you moved in, and decide after moving in that you don't like it.

There may be parts of the lease that allow the landlord to break the lease and force you to move. This helps the landlord, but does not help you at all. Read the lease very carefully.

Breaking a lease

If you need to break a lease, be aware that you may have to pay rent until your landlord rents the place out to someone else or until the term of your lease is over. This is what a lease means whether it is stated explicitly in the agreement or not. Many leases say that you have to pay a certain amount of money in order to get out of the lease. The amount charged to you cannot be charged as a penalty, but instead is meant to cover the landlord's cost of re-renting the place. This amount is called "liquidated damages". A landlord cannot say that you will lose your damage deposit if you break your lease unless it is a reasonable estimate of what it will cost the landlord to re-rent the place.

There are two kinds of leases:

- + **A lease that says you must move out at the end of the lease.** You can only stay if you sign a new agreement with the landlord. Be careful! The new agreement does not have to contain the same terms because it is, in effect, a new tenancy. Also, rent can start at any amount because it is a new agreement.
- + **A lease that says you must stay for a certain length of time, but doesn't say when you must move out.** This type of lease is better for tenants. With this type of lease, if you want to stay on after the lease ends and rent month-to-month you do not have to sign a new

agreement. If you want to move on the date that your lease expires, you must give a full month's notice in writing to your landlord.

If you get a new landlord

If your place is sold, the new landlord can't make you a sign a new lease, or change the rules in your agreement. The new landlord also can't evict you for landlord use until the fixed term lease expires.

Changing agreements

If your landlord gives you a new agreement when you are already living in a place, you don't have to sign it if you have a month-to-month tenancy or a lease that goes month-to-month at the end of the term of the lease. However, you would have to sign a new agreement if you have a fixed term lease that ends on a certain date with the stipulation that you have to move out at the end of the term. It's best to avoid fixed term agreements with a move out date because the landlord may change the terms or raise the rent if you want to sign a new agreement and stay.

DEPOSITS AND PAYING RENT

Security deposit and pet damage deposit

A landlord can ask you for a security deposit (also called a damage deposit) of a half month's rent to cover the cost of damage you do or rent you do not pay. A landlord can also ask you for a pet damage deposit of a half month's rent to cover any damage done by your pet. (See Chapter 4, Deposits and Other Fees.)

Changing your mind

Don't pay any money unless you are sure that you want the place. Don't sign anything and don't give any money to the landlord until all of your questions are answered. If you pay a deposit and then change your mind, you might not be able to get your money back. If the landlord can't rent the place to someone else, they might try to make you pay the month's rent.

Application deposits

Some landlords are asking tenants to pay a deposit when they apply to rent a place. The application says that the deposit will be put towards the security deposit or the first month's rent if the tenant is accepted. This is illegal. Landlords cannot collect application fees, or collect deposits except at the time a tenancy agreement has been entered into. Some tenants who have paid these illegal application deposits have found it difficult to get their money back. You may want to reconsider renting from a landlord who would charge an illegal application "deposit". (See also Chapter 4, Security Deposits and Additional Fees.)

Paying rent

Rent is due on the first day of the month, unless you have a different agreement with your landlord. It is your responsibility to make sure your landlord gets the rent on time each month. If you don't pay the full rent on the due date, the landlord can try to evict you. (See Chapter 8, Evictions.)

When you pay rent:

- + Pay by cheque or money order if you can.
- + The law requires that the landlord give you a receipt if you pay in cash, but you need to make sure you get it. If you pay cash and don't get a receipt, you have no proof that you paid rent to the landlord.
- + If the landlord won't sign a receipt, ask a friend or neighbour watch you count the money over to the landlord. They can be your witness if the landlord says you didn't pay.
- + Keep your receipts and cancelled cheques in a safe place. You might need them later.
- + If you refuse to move in because the place is dirty or needs repairs, you may lose your money. If you gave the landlord a security deposit of one half month's rent, you may have to pay more. The landlord can take you to dispute resolution to get the rent.

CONDITION WHEN YOU MOVE IN

Condition inspection report

The law in BC requires that you do a condition inspection report with the landlord when you move in and when you move out of your place. You must also do a condition report when you begin keeping a pet if you did not do one when you moved in. (See Chapter 3, Condition Inspection Reports.)

Repairs and cleaning

Your landlord must make sure your new place is clean and that everything works—before you move in. However, don't just expect that your landlord will have done this. You should protect yourself by checking everything before you move in! If the place needs repairs or cleaning right away, give your landlord a list of what needs to be done. Give the landlord a deadline for completing the repairs and cleaning. Sign and date the list, and keep a copy. (See Chapter 5, Repairs and Services.)

If you must clean the place in order to move in, you may be able to get money back for your labour and the cost of cleaning supplies and equipment. Keep your receipts. You may have to go to dispute resolution to get money back from the landlord. You will need proof of the condition of the place before and after you cleaned.

Illegal suites

In many municipalities secondary suites, such as basement suites in houses, are not permitted and are considered "illegal". However, illegal suites are covered by the *Residential Tenancy Act* and you are protected by this provincial law just as you would be in any other type of tenancy—except that the suite may be shut down by the municipality if the municipality has a policy of shutting down secondary suites. If this happens the tenant could have to move with as little as one month's notice. If you are renting a suite in a house try to find out if it is a legal suite. If it is not, find out what the municipality's policies are on closing down illegal suites. In terms of dealing with your landlord, you have the same rights as any other tenant even if you live in an illegal suite.

IF YOU DON'T MOVE IN

ONCE YOU GIVE THE LANDLORD A DEPOSIT, YOU HAVE ESTABLISHED A CONTRACT. IF YOU DECIDE NOT TO MOVE IN, THE LANDLORD CAN MAKE YOU PAY THE MONTH'S RENT, UNLESS ANOTHER TENANT MOVES IN. IF YOU DIDN'T MOVE IN BECAUSE THERE WAS A SERIOUS RISK TO YOUR HEALTH OR SAFETY, YOU WILL NEED PROOF. FOR EXAMPLE, TAKE PHOTOGRAPHS OF THE PROBLEM OR ASK A HEALTH INSPECTOR TO COME TO THE PLACE. IF YOU NEED REPAIRS RIGHT AWAY, YOU CAN TAKE THE LANDLORD TO DISPUTE RESOLUTION.

GET IT IN WRITING

ASK THE LANDLORD OR MANAGER WHAT THE RENT INCLUDES. ASK IF THE HEAT, LIGHTS, CABLEVISION, LAUNDRY, FRIDGE, STOVE, STORAGE OR PARKING ARE INCLUDED IN THE RENT. ALSO, MAKE SURE THE AGREEMENT STATES IF USE OF A YARD OR RECREATIONAL FACILITIES, SUCH AS A SWIMMING POOL, ARE INCLUDED. TELL THE LANDLORD THAT YOU WANT A WRITTEN AGREEMENT THAT LISTS THE THINGS INCLUDED IN THE RENT. IF THE LANDLORD MAKES A PROMISE TO PAINT, CLEAN OR FIX SOMETHING, GET THAT IN WRITING TOO.

Allergies?

Many tenants move into a place only to find that it is not suitable to their personal situation. For example, if you are allergic to cigarette smoke, make sure your written tenancy agreement states that it is a non-smoking building. If the landlord breaks your agreement by allowing a smoker to move in next door when you had an agreement that it was a non-smoking building, you may be able to claim for compensation from the landlord. However, if your written agreement does not mention it, and you later find that you can't tolerate the smoking, it may be you who has to pay if you are breaking a lease or moving without proper notice. The same is true with pets. While your agreement may say that you are not allowed to have pets, other people in the building who have lived there longer may have different agreements. Don't assume your agreement is the same as anyone else's in the building. If you don't want to live in a building with pets make sure your agreement clearly states that there are no pets in the building.

Always make sure:

- + the agreement is dated;
- + the agreement is signed by both you and your landlord;
- + both you and your landlord put your initials beside any changes to the agreement;
- + the agreement says the same things you and your landlord agreed to when you spoke (if you don't put it in writing, it is not part of the agreement);
- + you get a copy of the agreement right away (in case you need proof).

- + MOVING IN AND MOVING OUT + CONDITION REPORTS +
- + PENALTY FOR NOT PARTICIPATING + SETTING A TIME +
- + REQUIRED INFORMATION +

CONDITION INSPECTION REPORTS



DO get an original copy of your condition inspection report after you sign it.
DON'T sign the condition inspection form until you indicate on the report if you disagree with any of your landlord's statements on the report.

CONDITION REPORTS

You must do a condition inspection report with your landlord when you move in and when you move out of your place. It is your landlord's responsibility to provide the condition inspection report and to arrange a time to fill it out with you. The inspection report is like a checklist where you and the landlord can write down what kind of condition you think the place is in. Doing an inspection report when you move in and then again when you move out of your place can help you prove that you did not damage it if your landlord tries to say that you did. Ideally, since you are not responsible for reasonable wear and tear, the condition inspection report should be the same when you move in as when you move out.

PENALTY FOR NOT PARTICIPATING

If your landlord does not do the mandatory inspection reports, then your landlord cannot say that you did damage and make a claim to keep your security or pet damage deposit. The landlord loses the right to keep the deposit by not arranging to do a condition inspection report with you. However, you lose the right to the return of the security deposit if you do not participate in the move-in and move-out condition inspection reports. Therefore, it is very important that both you and your landlord complete the inspection reports.

SETTING A TIME TO DO INSPECTION REPORTS

Unless you and your landlord agree otherwise, you must do the inspection report on the day your tenancy begins and when the place is empty of your belongings. You and the landlord must complete the report together or you must have someone do the inspection for you if you cannot make it. You must let your landlord know beforehand if someone else is doing the inspection for you. The inspection must be done between the hours of 8 a.m. and 9 p.m. Keep in mind that if you are concerned about missing anything when you move into a place, you should probably do the inspection during daylight hours when it is easier to notice damage.

Agreeing on a time for the inspection

- + You and your landlord have to try and agree on a time that is convenient to both of you to do the inspection. If you and your landlord cannot easily agree to a time, there is a process set out in the law that must be followed.
- + Your landlord must offer you a “first opportunity” for the inspection by giving you one or more dates and times to do the inspection.
- + If you cannot make the time offered by your landlord, you can give your landlord a time when you can do the inspection. The landlord has to consider this time.
- + If your landlord cannot make the time you suggest, then your landlord must offer you a “second opportunity” which must be different from the first opportunity. This second opportunity must be provided to you in writing on a form approved by the Residential Tenancy Branch.
- + The law says both you and your landlord have to be considerate of each other’s time constraints when choosing times for the inspection.

REQUIRED INFORMATION

The law requires that certain standard information be included on a condition inspection report. Generally your landlord should be using a form from the Residential Tenancy Branch which contains all of the information required by law. However, some landlords make up their own forms and this is allowed as long as your landlord’s form contains all the information required by law. Remember that you have the right to put on the report that you don’t agree with all the statements in it!

Getting your copy of the report

The law requires that your landlord give you a copy of the condition inspection report immediately, or if that is not possible, then within seven days of your move-in inspection or within 15 days of your move-out inspection. You should insist on having a copy of the report as soon as it is completed. The report will be used as evidence if you have to go to dispute resolution so it is best to get a copy of it right away. Offer to go with your landlord to photocopy it or do two reports that you both sign and put the same

information on. You do not want to give your landlord an opportunity to change information on a completed report because it could be difficult to prove this later. Write your landlord a letter requesting your copy of the condition inspection report if you do not receive it, and keep a copy of the letter for yourself.

Take a witness

It is a good idea to have a friend or family member with you when you do the move-in and move-out inspection reports with your landlord. This person may notice things that you miss and may also help you feel less nervous if you are not comfortable around the landlord.

- + SECURITY DEPOSITS AND PET DAMAGE DEPOSIT +
- + EXTRA DEPOSITS AND NON-REFUNDABLE FEES +
- + GETTING YOUR DEPOSIT BACK +

SECURITY DEPOSITS & ADDITIONAL FEES



DO participate in a move-in and a move-out inspection, or else risk losing your deposit. **DON'T** pay a deposit for a place you are not sure you want, or you may lose your deposit.

SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A landlord can ask you for a security deposit (also called a damage deposit) to cover the costs of damage to the unit or property, or unpaid rent or utilities. The landlord can also ask for a pet damage deposit and deposits for extras like keys or garage door openers. Your landlord can only ask for a security deposit when you first agree to rent the place. You must pay the full security deposit within 30 days after you move in or you can be evicted. *See Sections 20 and 47 of the RTA*

Amount of security deposit

The most a landlord can ask you to pay for a security deposit is a half month's rent. The landlord cannot ask for an extra deposit if the rent goes up. If the landlord collects more than one half month's rent as a security deposit, the law allows the tenant to deduct the overpayment from rent, or otherwise recover the overpayment. Make sure you let the landlord know why you are deducting the overpayment.

Pet damage deposit

A landlord can ask for an additional half month's rent as a pet damage deposit. The landlord can ask you for this when you move in with your pet or when you get a pet. You only have to pay one pet damage deposit. The landlord cannot ask you to pay extra deposits if you have more than one pet. If the landlord collects more than one half month's rent as a pet damage deposit, the law allows the tenant to deduct the overpayment from rent, or otherwise recover the overpayment.

Protect yourself

If you pay a deposit and then change your mind about moving in, you might not be able to get your money back. The landlord might try to make you pay the month's rent if another tenant cannot be found to rent the place. Don't sign anything and don't give money to the landlord until all your questions are answered. Make sure you really want the place before you pay any money and make sure you know the landlord's name and address. Whenever you give the landlord cash, get a receipt. It is better to pay with a cheque or money order.

If you get a new landlord

If your building is sold and you get a new landlord you don't have to pay a new deposit. You only have to pay a deposit when you move into a place, sign a new agreement, or get a pet. It is the new landlord's responsibility to get the deposits from your former landlord. The new landlord is responsible for paying back your deposit when you move out.

Applying deposit towards rent

You cannot use your security deposit towards your rent unless your landlord agrees to it in writing. For example, you cannot pay only half of your last month's rent and tell the landlord to cover the rest with your security deposit. If you do this the landlord can evict you for non-payment of rent, which means you would have to be out in ten days, yet you would still owe rent for the entire month. If you owe rent when you move out and there is no damage to the place or other payments that you owe the landlord, the landlord can put your security deposit towards what you still owe in rent. *See Section 21 of the RTA*

EXTRA DEPOSITS AND NON-REFUNDABLE FEES

The law allows landlords to charge a deposit for access devices like keys and automatic garage door openers or for equipment that is for the tenant's use only. You cannot be charged a deposit for a key or access card if it is your only means of entry to your building.

Non-refundable fees

In addition to your rent and refundable deposits, the new *Residential Tenancy Act* allows landlords to charge extra fees for certain services. The law allows a landlord to charge the following fees:

- + direct cost of replacing keys or other access devices;
- + direct cost of any additional keys that you request;
- + service fees charged by banks for NSF cheques;
- + move-in and move-out fees charged by a strata corporation to the landlord;
- + fee for services or facilities requested by you that aren't covered in your tenancy agreement; for example, a parking fee, if it wasn't in your original agreement.

As well the landlord can charge the following fees as long as your tenancy agreement states that you may be charged these fees:

- + fee of not more than \$25 for a NSF cheque or late payment of rent;
- + fee that is not more than \$15 or 3 percent of the monthly rent as a fee for moving between units in a building if you requested the move.

GETTING YOUR DEPOSIT BACK

The law requires you to do move-in and move-out condition inspection reports with your landlord in order to get your security deposit back. The penalty for a landlord or tenant not participating in the condition inspections is losing the right to the security deposit. (See Chapter 3, Condition Inspection Reports.)

When you move out, you must give your landlord a forwarding address in writing where your security deposit can be sent. This is required by law. After your landlord receives your forwarding address and you have moved out, the landlord has 15 days to return your security deposit to you. The forwarding address does not have to be where you live, but somewhere you can receive mail.

If the landlord wants to keep some or all of your deposit, you must either agree to it in writing, or the landlord must apply for a dispute resolution hearing within 15 days from the day when you moved from your place and gave your forwarding address in writing. If the landlord does not do this, you could make a claim for double the amount of your security deposit. You have two years from when your tenancy ended to make a claim for your deposit at the Residential Tenancy Branch. However, in order to do this, you must provide your landlord with your forwarding address in writing within one year after the end of your tenancy.

Interest Your landlord is required to pay you interest on your security deposit. However, the amount of interest required to be paid is established yearly by the government. Some years you will not receive any interest on your deposit if the prime lending rate of the principal banker to the Province is less than 4.5 percent on the first day of the calendar year. You can go to www.rto.gov.bc.ca and use the rate calculator to find out how much you are owed.

+ REPAIRS AND SERVICES + LANDLORD AND TENANT RESPONSIBILITIES + GETTING REPAIRS DONE AND SERVICES BACK + EMERGENCY REPAIRS +

REPAIRS & SERVICES



DO make sure you have your landlord's name, phone number, and address before you have a problem. **DON'T** expect to be reimbursed for repairs you do yourself unless your landlord agrees to it in writing.

LANDLORD AND TENANT RESPONSIBILITIES

The landlord's responsibilities

The law says a landlord must keep a place healthy, safe and "suitable for occupation". Your landlord has to make any repairs that are needed for your health and safety.

Your landlord is responsible for repairing:

- + heating
- + plumbing
- + electricity
- + locks
- + walls, floors and ceilings (including water leaks or holes)
- + fire doors and fire escapes
- + intercoms
- + elevators

Anything included in your rent must also be maintained. For example, your landlord is responsible for repairing:

- + fridge and stove
- + laundry facilities
- + furniture included in your rent
- + garages and storage sheds

If something needs to be repaired, tell your landlord right away even if the repair is not important to you. Do it in writing and keep a copy for yourself. If you don't tell your landlord about the problem and it gets worse, you could be held responsible.

Your responsibilities

As a tenant, you have to keep your place clean and notify the landlord of any repairs that need to be done, or of any other problems such as mice, cockroaches, or bedbugs. You are also responsible for any damage you or your guests do even if it is an accident. You are not responsible for reasonable wear and tear. Reasonable wear and tear is what happens to a place over time with normal use, such as the wearing out of carpets.

GETTING REPAIRS DONE OR SERVICES BACK

If a repair is needed

If there's a repair needed and it's not an emergency, tell your manager or landlord right away (see "Emergency Repairs" later in this chapter for information about what you can do in an emergency). Write down the date when you talked to your landlord and what they said. Don't wait until a small problem becomes a big problem.

If a service is taken away

The *Residential Tenancy Act* allows a landlord to restrict services or facilities as long as you are given at least 30 days written notice and are compensated with a rent reduction that is equal to the reduction in value of your tenancy agreement. Your landlord cannot take away services or facilities which are considered "essential" to your tenancy. However, what you consider essential may not be what your landlord or what an arbitrator consider essential. Therefore, it is important to make sure that you have a written tenancy agreement that says what services and facilities are material terms of your tenancy agreement. For example, if laundry is included in your agreement make sure your written agreement states that laundry is included. A material term is a term that is so important that without that term you wouldn't have entered into the agreement.

Improving your place

If you want to make changes to your place, like painting walls or taking out old carpet, ask your landlord and get written consent. If you make changes without permission from your landlord, you might have to pay for new paint or carpet later. Don't expect to be paid for any improvements you make unless you have a written agreement from your landlord stating that you will be compensated for the improvements.

Don't hold back your rent

You may want to withhold your rent for your inconvenience or the cost of repairs you have done yourself. If you do this without getting a dispute resolution officer's order, your landlord could evict you for non-payment of rent. It is better to apply for dispute resolution if you are having trouble getting your landlord to do repairs.

Send a letter

If your landlord doesn't do the repairs or give back the service, send a letter. The demand letter should say: 1) the address where you live; 2) what needs fixing; and 3) the date you want it fixed by. Sign and date the letter, and keep a copy. The demand letter might solve your problem. The letter can also prove that your landlord knew about the problem. If the deadline goes by, and your landlord has not fixed the problem, you can apply for a dispute resolution hearing (see Chapter 10, Dispute Resolution).

Sample demand letter

*June 5, 2008
Penny Saved
Big Property Management Co. Ltd.
1234 Main Street
Anytown, B.C.*

*Dear Ms. Saved:
Re: My apartment at 201-4567 North Main Street*

For three weeks my stove has not been working properly. The oven does not work at all, and only two of the burners work. I told you about this on May 17 and May 25.

The Residential Tenancy Act states that you must maintain my apartment and the appliances. If my stove is not fixed by June 10, I will have to take legal action through the Residential Tenancy Branch.

*Thank you. Sincerely,
Teresa Tenant*

Dispute resolution for repairs and services

When you take your landlord to a dispute resolution hearing for non-emergency repairs or services, the dispute resolution officer can:

- + order your landlord to do the repairs or restore the service;
- + order your landlord to lower your rent until the repairs are done or the service is restored;
- + give you permission to pay for the repairs yourself and to deduct the cost of the repair from your next month's rent;
- + order you to pay your rent to the Residential Tenancy Branch instead of to your landlord, until the repairs are done. This is called a "re-direction of rent."

See Section 65 of the RTA

If you went without something like your stove, fridge, toilet, or balcony because the landlord delayed repairs, you may want some of your rent money back. If you and your landlord cannot agree on fair compensation, you can go to dispute resolution at the Residential Tenancy Branch (see Chapter 10, Dispute Resolution). If the dispute resolution officer agrees that you should be compensated it will most likely be through a temporary rent reduction.

Proof of the problem

Make sure you gather proof or evidence of the repair problem in case you have to go to a dispute resolution hearing. You can take a photograph, or videotape the problem. Cost estimates from a tradesperson such as a plumber make good evidence. You can also ask friends or neighbours to look at the problem and be witnesses at a dispute resolution hearing.

Calling a municipal building inspector

Some municipalities have rules about how clean, safe, and healthy your suite must be. You can phone your municipal hall and ask them about these standards. (Look under “Health”, “Fire” or “Building Inspections” in the blue pages of the phone book or do a search for your municipal government on the Internet.) Inspectors may check your place and order the landlord to do repairs or clean things up. Unfortunately, not all municipalities will do this. If you live in a community that does not have by-laws to protect your health and safety you should call or write your mayor and city council and encourage them to adopt standards of maintenance by-laws. (See Chapter 11, Taking Action.)

Building inspections in Vancouver

The City of Vancouver has a Standards of Maintenance by-law for enforcing basic housing standards. The by-law covers everything from heat and hot water to rotting floors. Other by-laws make a landlord get rid of cockroaches, mice and fleas. If you live in Vancouver, you can phone City Hall and ask an inspector to check your place. The phone number for the City of Vancouver property use inspector is (604) 873-7398. For information on the Vancouver health by-law contact Vancouver Coastal Health at (604) 675-3800.

Repairs and “illegal” suites

When suites in houses are illegal it's because the municipality does not allow them. If you live in an illegal suite, you have the same rights as every other tenant under the *Residential Tenancy Act*. You can apply for a dispute resolution hearing for repairs. The Residential Tenancy Branch will not contact your municipality.

However, don't phone the municipality about a repair problem if you think your suite is illegal. If you report the suite, the municipality might close down the suite and tell the landlord to evict you. If your suite is closed down by the municipality you could be given a one month eviction notice.

Pest control

Your landlord is responsible for the removal of pests such as insects or rodents. If you discover a pest problem let your landlord know as soon as possible. Some pest problems like bedbugs can be very difficult to treat. It is important that a professional pest control company is hired to treat the problem properly. Write a letter to the landlord and keep a copy for yourself to document the problem. You can also phone your local health authority to ask if they can do an inspection and order the landlord to treat the pest problem. The health authority may get involved when there is the potential that the pest may carry disease. If your health authority won't get involved you can still file for dispute resolution at the Residential Tenancy Branch to get an order to make the landlord treat the pest problem.

Mold

Mold is a major problem in many homes in BC given our damp climate. It is important that you take every step possible to prevent excess moisture in your home so that the landlord does not blame you for causing the mold problem. If you do find mold make sure you document it with pictures, witnesses, and with letters to your landlord in case you should need evidence for a dispute resolution hearing. You can also call your local health authority for more information about mold. (Look for the number in the blue pages of your local phonebook.) Or look on the TRAC Web site for links to information about mold.

EMERGENCY REPAIRS

The *Residential Tenancy Act* has special rules for “emergency repairs”. The rules may allow you to do repairs in some circumstances. Emergency repairs are repairs that are made for the purpose of repairing:

- + major leaks in pipes;
- + damaged or blocked water or sewer pipes;
- + electrical systems;
- + in a rental unit, major leaks in the roof, damaged or defective locks, damaged or blocked plumbing fixtures or the primary heating system;
- + in prescribed circumstances, a rental unit, residential property, a manufactured home site or manufactured home park. *See Section 33 of the RTA*

Contact your landlord

The law says that your landlord has to post the name and phone number of an emergency contact person some place in your building where you can easily see it. If you need an emergency repair, phone the emergency contact person right away. You must try to reach the emergency contact person at least twice. If no number is posted, call the landlord or the manager. Make sure you write down the date and time of each call.

What if repairs are not done?

You are allowed to pay someone else to do the repairs only if:

- + you talk to the emergency contact person and the landlord still does not do the repairs within a reasonable time;
- + OR, you cannot reach the contact person after two tries.

It's a good idea to call different places to get repair cost estimates. Write down their prices and hire the cheapest one that is qualified to do the job. Keep all the receipts. Your landlord is allowed to take over the repair job at any time.

Getting money back

Your landlord has to pay you back the cost of the emergency repairs if you followed the process required by the *Residential Tenancy Act*. Give the landlord a copy of your receipts and any information you wrote down. Keep the original receipts for yourself. If your landlord doesn't pay you back, you can deduct the money from your rent. You may want more money from the landlord for other expenses; for example, if your things have been damaged in a flood that was the landlord's fault. If you and your landlord cannot agree on fair compensation, you can apply for dispute resolution at the Residential Tenancy Branch.

If your landlord doesn't agree

Your landlord may not agree to pay you back. The landlord may say that it wasn't an emergency, or that the repairs cost too much. If this happens, your landlord can apply for dispute resolution. You will have to let a dispute resolution officer decide. If the landlord wins, you might have to pay some or all of the money back. (See Chapter 10, Dispute Resolution.)

You should have tenant insurance

Your landlord cannot make you buy tenant insurance unless it is a term in your tenancy agreement. However, you should have insurance to cover damage to your belongings if, for example, there is unforeseen damage from a fire or flood. Tenant insurance is also a good idea because it will usually pay for a hotel if there is damage that prevents you from staying at your place. Your landlord is responsible for repairing damage to your unit but is not always responsible for the cost of your belongings.

When you're unsure

If you're not sure that your situation is an emergency, phone the Tenant Information Line or the Residential Tenancy Branch. Follow all the steps required by regulation and get the work done as inexpensively as possible by someone who is qualified to do the work, or you might have to pay!

+ RULES FOR GIVING INCREASES +

+ ABOVE GUIDELINE INCREASES + EXTRA OCCUPANTS +

RENT INCREASES



DO insist on receiving a notice of rent increase on the proper form.
DON'T sign something agreeing to an above guideline rent increase if you don't want to accept it.

REGULATIONS

Landlords can raise rents by a set amount each year and can apply to the Residential Tenancy Branch for rent increases above that amount. The percentage for allowable rent increases is the consumer price index (based on the annual rate of inflation) plus two percent.

NOTICE OF RENT INCREASE

Your landlord can raise your rent once a year starting 12 months from the day you moved in and started paying rent. The landlord must give you notice in writing at least three full months before the increase starts. For example, if you pay rent on the first day of the month, your landlord must give you written notice by the last day of the month, three months before the increase takes effect. The notice has to be on a form called “Notice of Rent Increase” from the Residential Tenancy Branch or should at least contain all the information which is on the “Notice of Rent Increase” form.

Wrong notice period

If your landlord gives you less than three full months’ notice, you can pay the old rent until three full months have gone by. For example, if you normally pay rent on the first of the month, and the landlord gives you a “Notice of Rent Increase” on March 1 or later that month, you will start paying the increase on July 1. Because the notice was served in the month of March, that month does not count towards the three month notice period. After that, you have to pay the increased rent. You should write a letter to your landlord telling them the increase does not come into effect until three full months have passed. Tell them when you will start paying the increased rent. Keep a copy of the letter.

You do not have to pay the increase:

- + if you have lived in your place less than a year;
- + if the landlord tries to raise your rent more than once a year;
- + if the notice is not on the proper form;
- + if the landlord only tells you verbally that your rent is increasing.

If your landlord does not give you proper notice, write a letter to the landlord and say why you won't pay the illegal rent increase. Always keep anything your landlord gives you in writing and keep a copy of your letter.

Subsidized housing

Rules about rent increases may not apply if you live in subsidized housing operated by government or non-profit societies. Call BC Housing for more information about how rent is calculated when your rent is subsidized: (604) 433-1711, or outside the Lower Mainland at 1-800-257-7756.

ABOVE GUIDELINE INCREASES

If a rent increase falls within the allowable percentage, it cannot be disputed. You do not have to pay increases higher than the allowable percentage unless the increase is ordered by the Residential Tenancy Branch. If you agree in writing to a rent increase above the allowable percentage, the landlord does not have to apply to the RTB for the increase. However, if you do not agree to the increase, the landlord must apply for an RTB order to increase the rent.

Reasons for higher rent increases

The landlord must apply to the RTB for a rent increase above the allowable percentage. The application fee landlords must pay is \$200, and \$5 for each additional rental unit. The landlord must justify, or prove, to a dispute resolution officer why the rent should be increased above the set amount. The dispute resolution officer can:

- + deny the application or order a smaller rent increase
- + phase-in a large rent increase over a period of time
- + order that the landlord obey certain conditions set out in the order

The law sets out several reasons why a landlord can apply for an increase higher than the set amount, and the dispute resolution officer must consider these reasons which are set out in Section 23 of the Residential Tenancy Regulation. Keep in mind the Regulation is something different from the Act. Residential Tenancy Policy Guideline 37 gives detailed information about what dispute resolution officers will consider in a hearing regarding above guideline rent increases: www.rto.gov.bc.ca/content/publications/policy.aspx.

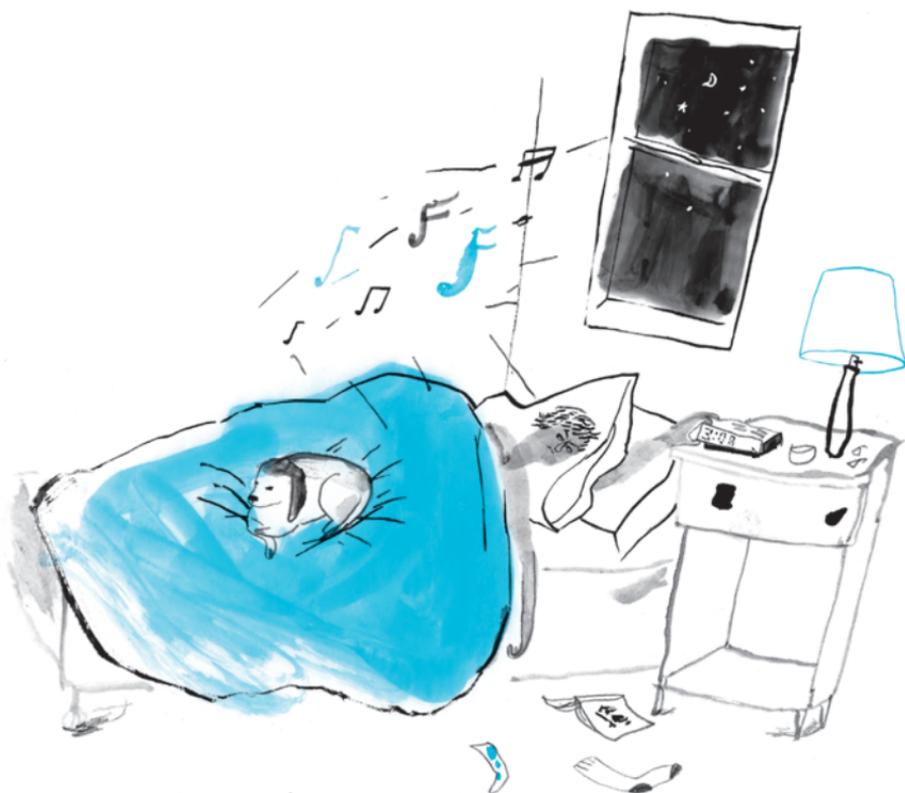
If the landlord has applied for a higher increase, you have the right to a dispute resolution hearing to present your side of the story to the Residential Tenancy Branch. For example if you have a repair order and the landlord has not done the repairs, you can present that as evidence.

EXTRA OCCUPANTS

You may be charged extra rent if you have additional occupants move in with you after your tenancy begins. The landlord does not have to give you a rent increase notice if your rent goes up because you have additional people move in with you. However, your landlord can only raise your rent based on additional occupants if your written tenancy agreement states how much your rent increases by the number of new occupants.

+ PRIVACY IN YOUR HOME + NOISE AND DISTURBANCES +
+ LOCKS AND ACCESS + GUESTS +

PRIVACY & QUIET ENJOYMENT



DO collect evidence if you suspect your landlord is entering your place illegally. Illegal entry can be difficult to prove in a dispute resolution hearing. **DON'T** change your locks without your landlord's written permission or an order from the Residential Tenancy Branch, unless it's an emergency.

PRIVACY IN YOUR HOME

When can a landlord enter?

You have the right to privacy in your home. In legal language, privacy is the right to “exclusive possession and quiet enjoyment.” Your landlord is only allowed to enter your place under these circumstances:

- + An emergency, like a fire or flood.
- + Your landlord gives you between 24 hours and 30 days written notice, saying exactly what date and time they want to come in, and giving you a good reason.
- + Your landlord knocks on your door and you say it’s okay to come in. But remember—you have the right to say no and ask for written notice.
- + You tell your landlord they can come in for a certain reason.
- + You live in a hotel that has a cleaning service. The cleaner must enter at a reasonable time.
- + Your landlord has an order from the Residential Tenancy Branch to enter your suite.
- + You have abandoned the place. (Phone the Tenant Information Line or the Residential Tenancy Branch for information on abandonment.)
- + The *Residential Tenancy Act* allows the landlord to inspect the rental unit once a month as long as you are given the proper notice. *See Sections 28 and 29 of the RTA*

Notice to enter

Written notice to enter your place must be served in accordance with the *Residential Tenancy Act*. If the landlord puts the notice in your mailbox or mail slot it is not considered received until after three days from the day it was delivered. If it was mailed, then it is not considered received until after five days from when it was mailed. If you receive the notice in person then the notice period begins when the notice is handed to you. *See Section 88 of the RTA*

What hours can your landlord enter?

Unless you agree to something else, your landlord can only come into your suite between the hours of 8 a.m. and 9 p.m.

Illegal entries

If your landlord is entering your place illegally you should talk to the landlord about your privacy and write a letter. Tell the landlord that the law says you need at least 24 hours written notice of entry and only for purposes allowed by the *Residential Tenancy Act*. Keep a copy of the letter. It is very important that you collect proof if you suspect that your landlord is entering your place illegally. This can be difficult. It is best to have a witness to the illegal entry.

Dispute resolution for loss of privacy

You can apply for dispute resolution if the landlord interferes with your right to privacy. The Residential Tenancy Branch can:

- + Give you permission to change your locks and keep the only key. The RTB can also order the landlord to pay for the cost of the new lock.
- + Allow the landlord to enter only under certain conditions.
- + Order the landlord to pay you money for the loss of your privacy.

NOISE AND DISTURBANCES

You also have the right to quiet enjoyment. This means that the landlord should not behave in a way that interferes with your daily use of your home, or allow other tenants or employees to unreasonably disturb you. Here are some examples of interference that could result in the loss of quiet enjoyment:

- + The landlord constantly comes into your place.
- + The landlord allows other tenants to be very noisy late at night.

Write a letter telling the landlord about the behaviour that is disturbing you, and ask the landlord to stop it. Keep a copy of your letter. In some situations, you will want to call the police.

The *Residential Tenancy Act* does not specifically say anything about noise. If you are disturbed by noise from other tenants, call your municipality and ask if there is a noise by-law. You can also call the police if there is party or loud music disturbing you.

If your landlord enters your place illegally, you can ask for a dispute resolution hearing. You will need proof of the illegal entry. For example, if a friend or neighbour saw your landlord making an illegal entry, ask them to be your witness. At the hearing, you can ask the dispute resolution officer for permission to change your locks and keep the only key (see Chapter 10, Dispute Resolution). You can also ask that the landlord pay for the new locks. The Residential Tenancy Branch may or may not order that the landlord pay.

Protect yourself from harassment:

- + If you feel uncomfortable, don't let the manager or owner come into your home without proper written notice. Make sure they have a good reason for coming in. Phone the police if they force their way in.
- + If the landlord or manager yells at you, end the conversation immediately and follow up with a letter. Do not allow yourself to get into verbal confrontations with the manager or landlord.
- + Any time your landlord scares or insults you, write down the time, date, and exactly what happened. If you can, find witnesses who saw or heard the harassment.
- + If you have a problem with harassment, try to have a witness whenever you are dealing with the landlord or manager in person.
- + If you are harassed by a manager, write a letter to the owner and describe the problem. Keep a copy for yourself.

Dispute resolution for loss of quiet enjoyment

You can apply for a dispute resolution hearing at the Residential Tenancy Branch if you want compensation for the loss of your quiet enjoyment. You can apply for compensation while you are living in your place, or up to two years after you move out.

The RTB can order your landlord to pay you money for the loss of your quiet enjoyment. For example, you can claim for part of your rent back for the time that you lived with the interference. You can also claim for aggravated damages if the behaviour was severe and the landlord allowed it to continue.

You will need to bring evidence of the behaviour that resulted in the loss of your quiet enjoyment. You can use friends and neighbours as witnesses. You can also use letters that you wrote to the landlord, audio and videotapes, and photographs. You need to be able to show that the landlord was aware of the problem and chose not to do anything about it.

Caution!

The law does not allow you to stop paying your rent because you have a problem with the landlord or other tenants. Apply for dispute resolution instead. Give proper written notice if you decide to move out. If you don't, you might have to pay money to the landlord.

LOCKS AND ACCESS

You or your landlord can't change the lock on your door or to the building unless you both agree it is okay. In an emergency like a break-in, your landlord can change the lock. They must give you the new key right away.

New lock on moving in

When you move into a place, you can ask the landlord to re-key or change the locks, if they haven't already done so, to prevent former tenants or others with a key from coming into your home. You should write a letter to ask for the change of locks. If your landlord refuses, you can apply to have an order from the Residential Tenancy Branch that the landlord change the locks. *See Section 25 of the RTA*

Lockout

The landlord can't change the locks because you haven't paid the rent. If your landlord locks you out, you can call the Residential Tenancy Branch and ask for an intervention,

which is when an information officer calls your landlord to explain when something is illegal. If the intervention does not work you can apply for a dispute resolution hearing and ask for an order that will give you back possession of your place. You can also ask for money back for the time you were locked out.

Changing locks

In an emergency, you have the right to change your locks as an emergency repair. For example, you may have a break-in, or the locks may have been broken when you moved in. You can take the money you spent on the lock off your next month's rent if you have followed all the rules about emergency repairs. (See the "Emergency Repairs" section in Chapter 5.)

You might like to change your locks for personal reasons. In this case, you need the permission of the landlord. Make sure you get it in writing. You can also change your locks if an RTB dispute resolution officer gives you permission.

GUESTS

It is your home and you have the right to have guests. Your landlord can't ask you to pay extra rent because of your guests. However, your landlord might object if your guests stay too long and appear to be living with you. You should check your tenancy agreement to see if it has a clause about the number of occupants allowed under the agreement. Some agreements say that a guest who stays longer than two weeks is no longer a guest but an additional occupant. The landlord might then want to raise your rent because of the additional occupant or may say that you are breaching your tenancy agreement. Tenants in subsidized housing, for example, often have agreements that limit how many days a guest can stay overnight in a year and could risk losing their subsidy if it appears there is an additional person living with them.

- + NOTICE + ILLEGAL ACTIVITY + NON-PAYMENT OF RENT +
- + CAUSE: ONE MONTH NOTICE + CHANGE OF USE +
- + EARLY EVICTION + ORDER TO MOVE OUT +

EVICCTIONS



DO insist on receiving a written eviction notice on a proper government form. DON'T sign a mutual agreement to end tenancy form, unless you want to move out and you do not expect to get compensation for moving.

NOTICE

Your landlord can only evict you for certain reasons set out in law, and must give you written notice. Landlords should use a form from the Residential Tenancy Branch. On the notice, the landlord must provide information required by law, including reasons for the eviction and how you can challenge the eviction. If the landlord does not use this form or provide required information, the notice may not be legal. Check in the forms section of the Residential Tenancy Branch Web site: www.rto.gov.bc.ca. Never ignore an eviction notice, even if you think it is not legal.

Challenging an eviction

You can challenge an eviction by applying for a dispute resolution hearing through the Residential Tenancy Branch. (See Chapter 10, Dispute Resolution.) The eviction notice must state the reason you are being evicted. Each type of eviction has a different notice period to move out. There are time limits for applying to challenge an eviction, so act quickly. Below are the types of evictions, reasons, and number of days you have to move out or challenge the eviction.

What if the landlord doesn't follow the rules?

If the landlord just tells you to get out, or gives you a notice that is not on the proper form, don't ignore it. Write a letter to the landlord and say that the eviction is not legal. Keep the eviction notice and a copy of your letter.

ILLEGAL ACTIVITY

Under the *Residential Tenancy Act* a landlord can evict a tenant for illegal activity. Depending on the severity of the illegal activity the landlord may give the tenant a one month notice to move out, or may apply for a Residential Tenancy Branch order to get the tenant out right away. A tenant does not have to be convicted or even charged with a crime to be evicted for illegal activity. The standard of proof for ending a tenancy for illegal activity is the same as it is for ending the tenancy for cause. It is based on a "balance of probabilities".

What sort of illegal activities can a tenant be evicted for?

Not just any illegal activity is grounds for eviction. In order for a landlord to end a tenancy due to illegal activity the illegal activity must:

- + cause or be likely to cause damage to the landlord's property;
- + adversely affect or be likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property;
- + jeopardize, or be likely to jeopardize, a lawful right or interest of another occupant or the landlord.

For more information about illegal activity that would be grounds for an eviction see the Residential Tenancy Policy Guideline 32 at: www.rto.gov.bc.ca/documents/GL32.pdf.
See Sections 47 and 56 of the RTA

EVICITION FOR NOT PAYING RENT

- + It is a 10 day notice.
- + You have 5 days to apply for dispute resolution.

Your landlord can evict you for not paying all or part of the rent. Your landlord must wait at least one day after the rent was due before giving you an eviction notice.

If you get an eviction notice because you did not pay your rent, you have five days to pay. If you pay all the rent within five days, the notice is canceled. Bring a witness or get a receipt to prove you paid the rent. If you don't pay the rent within five days, you must move out at the end of the 10 days from when you received the eviction notice. Under the Direct Request Process, the landlord can apply for an Order of Possession without going to a hearing. **Never ignore an eviction notice.** The landlord can also take you to dispute resolution to get back any rent you owe. Being evicted for non-payment of rent does not mean that you do not have to pay the rent. You can be evicted and still owe rent. If you have a dispute with your landlord it is best to pay your rent and deal with the dispute through dispute resolution at the Residential Tenancy Branch. *See Section 46 and 66 of the RTA*

EVICITION FOR CAUSE

- + It is a 1-month notice.
- + You have 10 days to apply for dispute resolution.

The reasons for a one-month eviction are listed on the second or back page of the notice to end tenancy form.

The most common reasons for a one-month eviction notice are:

- + disturbing your neighbours;
- + repeatedly paying your rent late (three times would be considered “repeated”);
- + seriously damaging your place or the building;
- + not fixing damage done by you or your guests within a reasonable time;
- + causing danger to your neighbours, landlord, or landlord’s employees;
- + too many people living in your place;
- + illegal activity that adversely affects the landlord, building or other occupants of the building;
- + breaking a rule in your tenancy agreement and ignoring a written warning from your landlord.

There are other reasons for a one-month eviction. Read the notice form carefully. You can fight this kind of eviction notice. If your landlord isn’t telling the truth, or if you think the situation is not serious enough to evict you, you can ask for an RTB dispute resolution hearing to overturn the eviction notice. You must apply for a dispute resolution hearing within 10 days of receiving the notice. (See Chapter 10, Dispute Resolution.)

If you decide not to fight the eviction, you have one full month (up to the last day of the month following the month you got the notice) before you must move out. Sometimes a landlord puts the wrong date on an eviction notice. If you aren’t sure when you must leave, phone the Tenant Information Line or the Residential Tenancy Branch. *See Sections 47 and 48 of the RTA*

EVICITION FOR “LANDLORD USE” OF PROPERTY

- + It is a 2-month notice.
- + You have 15 days to apply for dispute resolution.

Even if you never had a problem, your landlord can evict you because they want to use the property. The reasons for a two-month eviction are listed on the second or back page of the notice to end tenancy form.

The most common reasons for a two-month eviction notice are:

- + the landlord or the landlord’s children or parents want to move in;
- + your place was sold and the new owner wants to move in (intending to sell or putting the place on the market is not a reason);
- + the landlord wants to demolish the building;
- + the building is being converted to condominiums;
- + the landlord wants to renovate your place and the renovations require that the place is empty;
- + you no longer qualify for a subsidized rental unit. (In this last case you are not entitled to compensation.)

There are other reasons for a two-month eviction. Read the notice form carefully. This kind of eviction notice gives you two full months before you must move out. To fight it, you must apply for a dispute resolution hearing within 15 days of receiving the notice. (See Chapter 10, Dispute Resolution.) *See Section 49 of the RTA*

Permits are needed for most change of use evictions

If your landlord wants to evict you to demolish, renovate or convert your place to another use, they must already have permits from the city. Your municipal hall can tell you which permits your landlord needs, and whether your landlord has them. Some cities and towns have special rules if a landlord wants to evict you to demolish the building. The landlord may also need a permit to evict you for renovations or condominium conversion. You can check this with City Hall.

Compensation or last month free

If you are given an eviction notice for “landlord use” you are entitled to one month’s rent as compensation from your landlord. The landlord must either pay you this money or give you the last month’s rent free.

You can give short notice

Because it isn’t your fault if you’re evicted for landlord use, the law allows you to give short notice to your landlord. You can move out with a minimum of 10 days notice if you find another place before the two months are up. Put your notice in writing. Sign and date the letter to your landlord, and include your current address. Keep a copy of the letter. When you give short notice, you only have to pay for the days that you actually live there (a minimum of 10 days). If you already paid the full month’s rent, your landlord has to pay you back for the days you didn’t live there. You are still entitled to the equivalent of one month’s rent as compensation even if you give your ten day notice to move early.

If the landlord doesn’t do what the notice said

If the landlord does not use the property for the reason stated on the eviction notice, you can ask for compensation. For example, your landlord might evict you because their immediate relative is moving in, but later you find out that the relative didn’t move in. If for at least six months after you moved the place was not used for the purpose stated on the notice, the landlord owes you the equivalent of double your monthly rent.

Leases and evictions for landlord use

If you have a lease (also called a fixed term tenancy agreement), you cannot be evicted for landlord use before the lease runs out. However, if your lease states that at the end of the term of the lease you have to move out, then you have to move out and the landlord does not have to compensate you.

Mutual agreement to end tenancy

A mutual agreement to end tenancy form is a form that both you and your landlord can sign agreeing that your tenancy will end on a certain day. You do not have to sign this form unless you want to sign it. If you do sign it, then you are agreeing to move out, rather than being evicted. That means that you won’t get compensation for moving. It is only a good idea for a tenant to sign a mutual agreement to end tenancy form when you want permission to break a lease or otherwise want to move out early.

EARLY EVICTION

In special cases, your landlord can evict you in a hurry (like in a few days). But the landlord can only do this if you cause an extremely serious problem, for example:

- + threatening or beating up other tenants;
- + doing very serious damage (trashing a place);
- + putting your landlord or other tenants in danger (like starting a fire in your suite);
- + illegal activity that poses an immediate risk to the landlord, building or other occupants.

Your landlord must have an order from the Residential Tenancy Branch to evict you in this way. You will receive a notice of the order of possession hearing. You must go to the hearing if you want to fight the eviction. The landlord does not have to give you an eviction notice before applying for a hearing. *See Section 56 of the RTA*

APPLYING FOR DISPUTE RESOLUTION

To fight an eviction, you must apply for a dispute resolution hearing through the Residential Tenancy Branch or Service BC Centre (see Chapter 10).

Vancouver area (604) 660-1020

Outside Vancouver area 1-800-665-8779

ORDER TO MOVE OUT

Your landlord can ask the RTB for an Order of Possession in the following two situations:

- + Your landlord served you with a Notice to End Tenancy and you failed to dispute it within the required timeline.
- + You did dispute the Notice to End Tenancy, but the RTB has refused to cancel the notice.

If your landlord requests an Order of Possession in either of these two situations, a RTB dispute resolution officer will grant the request.

Even after getting an Order of Possession, the only legal way a landlord can forcibly evict you is by obtaining a Writ of Possession from the BC Supreme Court, and then hiring a court bailiff to enforce the Writ. It is illegal for a landlord to remove your belongings from the rental unit without a Writ and an authorized court bailiff. However, be aware that if you stay past the date on an Order of Possession, you will be liable to pay the landlord compensation for the extra time you stayed at the unit. As well, if the landlord has to resort to hiring a court bailiff, you will be liable for the court bailiff fees.

Tip

The Attorney General publishes a list of authorized court bailiffs (www.tenants.bc.ca/main/?evictions). Only the companies on this list are allowed to enforce a Writ of Possession.

Before using a court bailiff to evict you from your rental unit your landlord must do all of the following:

- + Serve you with a copy of the Order of Possession.
- + Wait for the 2-day review period to expire. (note: If you file an application for review during the 2-day review period, the RTB might put the Order of Possession on hold until your review application is decided. If that happens, your landlord has to wait until the review is decided, before moving on to the next step.)
- + Take the Order of Possession down to the BC Supreme Court Registry, and get a Writ of Possession from the Court. This is a very quick process.
- + Once the Writ of Possession is issued, hire a court-appointed bailiff to evict you.

Warning

There are people in BC who make their living by pressuring tenants to move out, even though they're not authorized to carry out an eviction. If someone comes to your door claiming to be a bailiff, ask for identification and see if they are on the list of authorized court bailiffs.

Court bailiffs carrying out an eviction can seize and sell your personal property to pay their fees, but keep in mind that many items are exempt from seizure and sale, including:

- + necessary clothing,
- + household furnishings and appliances worth up to \$4000,
- + one motor vehicle worth up to \$5000,
- + tools and other property worth up to \$10,000 if they are used to earn income, and
- + medical and dental aids.

If your belongings are removed from your rental unit by court bailiffs, contact the court bailiff company right away about getting them back. Normally court bailiffs put removed property into storage, and you have 2 days to claim these exemptions. For more information, see RTB fact sheet 103: Enforcing and Order of Possession: www.rto.gov.bc.ca/documents/Fact%20Sheets/RTB-103.pdf.

Role of police

Neither the police nor the RCMP has the authority to evict tenants. The police may attend the occasion to prevent the breach of peace but they cannot play any role in evicting the tenant, however, the police will attend and remove the tenant if required to do so by the court bailiff.

- + GIVING NOTICE + BREAKING A LEASE +
- + CLEANING AND MOVE-OUT INSPECTION +

MOVING OUT



DO give your landlord in writing a forwarding address where your security deposit can be sent. **DON'T** move without giving at least one full month's written notice if you have a month-to-month tenancy agreement.

GIVING NOTICE

The landlord must receive your notice no later than the day before your rent is due. For example, if you pay your rent on the first of the month and you are moving on May 31, your notice must be received on or before April 30. Your notice must be in writing. Include your name and address, and the date you are moving out. Sign and date your letter. Keep a copy for yourself.

Taking back your notice

If you have given written notice that you are moving, and the landlord learns that you will not move on the day that you said you would, the landlord can apply for an order to take possession of the place on the day you were supposed to move. In other words, you can't give notice that you are moving and then change your mind unless the landlord agrees in writing to let you stay.

Short notice

If you don't give your landlord one full month's notice in writing, and your landlord can't find a new tenant right away, you could lose money. Your landlord could keep your security deposit or even try to make you pay the next month's rent. If you are breaking a lease, you could be responsible for rent until the landlord re-rents the place or the lease ends.

Serving notice

The landlord can be the owner or the manager of your building, or even another tenant renting to you. There are different ways to serve the notice to your landlord that you are moving:

- + **1 In person** Give the notice to the landlord at home or at the place where he or she carries on business as a landlord. You can also give the notice to an adult who lives with the landlord, or you can give the notice to the landlord's agent. Bring a witness who has read the notice with you. Write down on your copy of the notice the time, date and place where you delivered it, and get your witness to sign it. Do not give the notice to a child. Make sure you have a witness. The law says the notice is received the same day if you deliver it in person.

- + **2 Post the notice** To post the notice, attach it in a visible spot at the landlord's home, or the place where he or she carries on business as a landlord. For example, you can tape the notice to the door. Bring a witness so you can prove the date that you posted the notice. Ask your witness to read the notice before you deliver it. Do not slide the notice under the door. The law says the notice is received on the third day after you post it.
- + **3 Mailbox or mail slot** Put the notice in the mailbox or through the mail slot. Bring a witness so you can prove the date that you delivered the notice. Ask the witness to read the notice before you deliver it. The law says the notice is received on the third day after it is left.
- + **4 Fax** You can serve your notice by fax if the landlord has provided you with a fax number for sending notices or documents. Keep the transmittal print-out that confirms the date that the fax was received. The law says the notice is received on the third day after you fax it.
- + **5 Mail** You can mail your notice by regular or registered mail. If you want proof that the landlord received your notice, send it by registered mail. The post office will give you a receipt to prove that you mailed your notice. The law says the notice is received on the fifth day after you mail it, so make sure you give yourself enough time.

BREAKING A LEASE

A lease, also called a fixed term tenancy, says how long you will live in the place. There are two kinds of leases:

Lease with a “move out” clause

If your lease (also called a fixed term tenancy agreement) says you have to move out when the lease ends, you might not get any other notice from your landlord. If you want to stay, you must sign a new agreement with the landlord.

Lease without a “move out” clause

A lease that says you have to stay for a minimum length of time (usually one year), but doesn't give a date when you must move out. This type of agreement lets you stay on after the lease ends and rent month-to-month. If you want to move on the date that your lease runs out, you must give a full month's notice in writing to your landlord. (See Chapter 2 for more information about leases.)

Breaking your lease

If you move out before the end of your lease (“break your lease”) without finding someone to take it over, your landlord can require you to pay the rent until another tenant moves in. You may be able to challenge this, if the landlord is not trying to find another tenant. Give as much notice as possible, in writing.

Charges for breaking a lease

If you move before your lease ends, you could be responsible for your landlord’s advertising and administrative costs to find another tenant. This charge is called liquidated damages. The amount should be a reasonable estimation of the cost of re-renting the place. You can dispute an unreasonable amount through a dispute resolution hearing at the Residential Tenancy Branch. Keep in mind that in addition to liquidated damages, you may be responsible for rent until the place is re-rented or your lease ends.

Finding someone to take over your lease

If you need to break a lease that runs for six months or more, you can find a new tenant to take your place. If you want to leave your home and not come back, you can “assign” it to another tenant. In this case, the assignee becomes responsible for the remainder of your lease. However, you may still be held responsible if the assignee does not carry out the terms of the agreement.

If you want to leave your home and come back to it later, you can “sublet” to another tenant. You will be responsible for the place while you are away. You can only assign or sublet with your landlord’s permission. The landlord can’t be unreasonable or unfair in refusing permission. Get permission in writing. If the landlord won’t give permission, you can go to dispute resolution (see Chapter 10, Dispute Resolution).

Moving because repairs are not done

You may be in a situation where you are frustrated that repairs are not being done and you want to move. You should still give your landlord proper notice or else you might be charged for the next month’s rent in addition to your landlord’s cost of re-renting the place. If you are breaking a lease, then you may be charged even more.

You have the right to apply for dispute resolution if there are repairs that need to be done (see Chapter 10, Dispute Resolution).

When problems are so serious you can't stay

Under serious circumstances you can move with short notice because the landlord has breached a material term in your tenancy agreement. You must first give your landlord written notice of the breach and an opportunity to do something about it. Then if the landlord does not do anything about the problem you can end your tenancy (see Section 45(3) and 52 of the *RTA*). Keep in mind that the *Residential Tenancy Act* does not define "material term" because a term could be material in one agreement and not another. If you end your agreement because you say the landlord breached a material term, you need to be prepared to convince an RTB dispute resolution officer that as a result of the breach the tenancy could no longer continue. Call the Tenant Information Line or the Residential Tenancy Branch for more information.

CLEANING AND MOVE-OUT INSPECTION

You must leave your place clean when you move out. You are responsible for the cost of repairing damage caused by you or your guests. The landlord is responsible for normal wear-and-tear. If something wears out over months or years of normal use, you may not have to pay for it. Usually, you don't have to paint walls even if there are small nail holes. You might have to clean your carpets or drapes, depending on how long you have lived there and whether you had pets or smoked in the place. You are responsible for any damage that has occurred since you did your move-in inspection report.

If you didn't do a move-in inspection

If you moved into your place, or began keeping a pet, after January 1, 2004, you and your landlord should have completed a condition inspection report. However, even if you moved in before this date you have to do an inspection report when you move out. While you won't have a move-in report to compare your move-out report to, at least you and the landlord will have documented the condition of

the place in case you need to go to dispute resolution. You do not have to agree with the landlord on the report, but you must still participate.

Getting your security deposit back

You have the right to get your full security and pet damage deposit back, unless there is damage, you didn't participate in the condition inspection reports, you owe rent or utility payments, or you left the place dirty. You must provide your landlord with a forwarding address where your deposit can be sent to. You cannot use your deposit to pay part of the last month's rent, unless the landlord agrees in writing. (See Chapter 4, Deposits and Other Fees.)

When the landlord owes you more than the deposit

If you want to claim money that you feel the landlord owes you in addition to your deposit, you can apply for dispute resolution at the Residential Tenancy Branch. For example, you can make a claim for compensation for the time that you lived with a serious repair problem, although you should have evidence of the problem and copies of letters asking the landlord to deal with it. (See Chapter 10, Dispute Resolution.)

Landlord's claim

The landlord can apply for dispute resolution to claim money from the deposit for things like cleaning, damage or unpaid rent and utilities. The landlord must give you notice of the dispute resolution hearing, so you can go and tell your side of the story. The landlord has two years from the date you moved out to make a monetary claim against you.

+ WHAT IS DISPUTE RESOLUTION? + HOW TO APPLY +
+ APPLYING FOR DISPUTE RESOLUTION AS A GROUP + HOW TO
PREPARE FOR A HEARING + AT THE HEARING + CONFERENCE
CALL HEARINGS + DECISION + REVIEW OF A DECISION +

DISPUTE RESOLUTION



DO prepare well for a hearing and make sure you submit all your evidence on time. **DON'T** show up late or miss a dispute resolution hearing altogether. You may not get another chance.

WHAT IS DISPUTE RESOLUTION?

Tenants in BC are protected by the *Residential Tenancy Act*. This is the law that makes rules for tenants and landlords. You may be able to use the *Act* to deal with problems you have with your landlord, by going to dispute resolution at the Residential Tenancy Branch. A dispute resolution hearing is like a landlord-tenant “court”. You can ask a dispute resolution officer to interpret the rules in the *Residential Tenancy Act*. For example, you can ask for repairs, or dispute an eviction notice. Dispute hearings can be held in person at the Residential Tenancy Branch, or over the phone by conference call. At the hearing, you can present evidence, and bring witnesses. The dispute resolution officer will decide what to do about the problem, based on an interpretation of the law and your evidence. You and your landlord must obey the decision.

Rules and procedures

Rules of Procedure are posted on the Residential Tenancy Branch Web site. These rules can give you an idea of how the hearing is conducted. It is also useful to look at the Interpretation Guidelines on that Web site. The Guidelines help explain what is meant by certain parts of the *Residential Tenancy Act* and are meant to assist dispute resolution officers in making their decisions.

Time limits

You must apply for dispute resolution within a certain number of days if you are responding to a notice from your landlord. For example, you only have a few days to challenge an eviction notice. The time limits for dispute resolution are written on the notices the landlord gives you. If you don't know how much time you have to apply for dispute resolution, immediately take the notice to the nearest Residential Tenancy Branch, Government Agent or Service BC Centre.

Early Resolution

You can phone the Residential Tenancy Branch and ask an Information Officer to phone the landlord on your behalf if you believe that the issue can be resolved easily by having the Information Officer explain to the landlord that he is acting in a way that is not allowed under the *Residential Tenancy Act*. Make sure that you take note of the Information Officer's name.

HOW TO APPLY

Where do I apply?

You can apply for a dispute resolution hearing at the Residential Tenancy Branch. There are Branch offices in Burnaby, Victoria, and Kelowna. If there is no office in your area, you can apply through the Government Agent, or Service BC Centre close to where you live (look in the blue pages of the phone book, under "Government of BC" or go to www.servicebc.gov.bc.ca).

Fee

It costs \$50 to apply for a dispute resolution hearing unless you are claiming an amount over \$5,000 in which case it is \$100. You can pay in cash, certified cheque or money order made out to: Minister of Finance. If you win your case, the dispute resolution officer can order the landlord to pay you back the fee if you request it on your application.

If you have a low income, you can ask for a fee waiver so you don't have to pay. You need to fill out a form called "Application to Waive Filing Fee". Bring proof of your income, and be ready to give information about your income and expenses.

Applying online

You can submit an online Application for Dispute Resolution form over the Internet to request a hearing before a dispute resolution officer to resolve a dispute. The filing fee must be paid online by credit card. The Residential Tenancy Branch will then send you information by e-mail about how and when the hearing will be held, how to prepare the hearing packages that you must serve on the respondent(s), and other information related to the dispute resolution process.

Filling out the application form

- + You must fill out a form called "Tenant's Application for Dispute Resolution". When you are applying for dispute resolution, you are the "applicant" and your landlord is the "respondent".
- + You must write the address of your place where you had the problem.
- + You need the legal name and the address of the

owner of the property if you are making a monetary claim. If you don't know who the owner is, you can go to the BC Assessment Authority or do a title search at the Land Title Office. You can name the manager or property manager if your application is to resolve a dispute not related to money.

- + You need to check off the box on the second page of the form that best describes why you are applying for dispute resolution. The dispute resolution officer will only deal with sections of the law that you write down on the form.
- + If you paid the \$50 filing fee, check off the box that says you want to recover the cost of the filing fee from your landlord.
- + Include copies of evidence you will use in the hearing with the application. You can also provide it later, as long as you give copies to the landlord and dispute resolution officer at least five business days before the hearing, not including holidays or weekends.

Serving notice to your landlord

The Residential Tenancy Branch will give you a package of documents once you apply for dispute resolution. The package will include the date of your hearing, important information about serving documents and include extra copies of the documents for the landlord. You must serve the documents to your landlord right away.

There are two ways to serve the documents:

- + **In person.** Bring a witness who has read the documents when you give them to the landlord. You must give the documents to the landlord within three days.
- + **Send by registered mail.** Keep the receipt from the post office to prove you sent the notice. Mail the documents to the landlord as soon as you receive them.

APPLYING FOR DISPUTE RESOLUTION AS A GROUP

If you and your neighbours have the same problem with the same landlord, the law says you can apply for dispute resolution as a group. For example, if several tenants have a problem with the heating in a building you can all apply for a repair and service order together. Tenants who apply for dispute resolution as a group will have to pay the \$50 filing

fee plus \$25 for each tenant who joins the application. Only one hearing will be held. Not everyone in the group will need to attend the hearing. To apply, you and your neighbours need to fill out forms available from the Residential Tenancy Branch. Call the Residential Tenancy Branch or the Tenant Information Line for more information.

HOW TO PREPARE FOR A HEARING

You can represent yourself at the hearing. You need to present evidence to the dispute resolution officer to tell your side of the story. Your landlord can also present evidence. The dispute resolution officer will make a final decision based on this evidence, so it's important to prepare your case well and have all your evidence with you. The hearings are only scheduled for one hour from start to finish so it is important that you are organized and that you stay on topic.

Getting help

Government cutbacks to legal aid mean that you can no longer receive legal aid representation for dispute resolution hearings. Many community groups have also had to cut back services. (See the back of this guide for groups that are still helping tenants at dispute resolution hearings.) You may need to be prepared to represent yourself at a hearing. If you aren't fluent in English, you can bring someone who is fluent in English to the hearing to interpret for you.

Getting organized

Make a list of the most important points you want to make at the dispute resolution hearing. Organize these points in the order that they happened.

Getting evidence

If you have witnesses, it is best if they come to the hearing. If they can't come in person, get a sworn statement. This is your witness' description of what happened, sworn before a lawyer or Notary Public. This will cost you money.

If your hearing is held over the telephone, your witnesses can participate. Give the names and phone numbers of your witnesses to the Residential Tenancy Branch before the hearing. Make sure you talk to your witnesses before

the hearing. They need to know what questions you are going to ask them. And you need to know what answers they are going to give!

You can also bring letters, receipts, photographs, audio and video tapes to the dispute resolution hearing. If you need equipment to play a video or audio tape, you must tell the Residential Tenancy Branch in advance. If you are seeking a monetary order, please use the Residential Tenancy Branch “Monetary Order Worksheet” www.rto.gov.bc.ca/documents/RTB-37.pdf. You should provide copies of your papers and photographs to the Residential Tenancy Branch and landlord at least five business days before the hearing. (If the hearing will be held by phone, you must send copies of your evidence to them in advance.) Your landlord must do the same. If your evidence is only made available at the hearing, the landlord can ask for the hearing to be held at a later date. The dispute resolution officer may refuse to consider evidence brought at the last minute.

Practice presenting your case

Once you have gathered the facts and evidence, practice telling your side of the story. Present your case to a friend who can ask questions if some of your points are confusing. You may need to explain something in a different way to make your point clear.

AT THE HEARING

Organizing your evidence

This includes your tenancy agreement, letters, notices, photographs, receipts and witnesses. Make sure your papers are in the order you want to present them. Bring two extra copies of the papers and photographs, if you haven't already provided your evidence to the Residential Tenancy Branch and landlord. (If the hearing is on the phone, you must send copies of the papers and photographs to both of them in advance.) If they don't have this information, the hearing may be put off to another date, or may be held without the evidence. Give copies of your written evidence to the Residential Tenancy Branch and landlord at least five business days before the hearing.

Keep your answers short and to the point

You should only talk about things related to your case. For example, if you are trying to get your damage deposit back, don't bring up your rude neighbours. Also, hearings are only scheduled for one hour so you do not want to run out of time.

Only talk about what you know for sure

It's okay to say that you don't understand a question. It's also okay to say that you don't know or that you've forgotten something. Just tell the truth, and don't make guesses.

Wait your turn

If your landlord is talking to the dispute resolution officer first, you can write down any questions you may want to ask. When it's your turn, you can make your points.

Don't get mad

Even if you think your landlord is rude or lying, try to stay calm. Don't interrupt. Your behaviour in the hearing can influence the dispute resolution officer's decision.

Take an interpreter

If you have trouble speaking or understanding English, bring a friend fluent in English who can interpret for you.

Don't be late!

Dispute resolution hearings can be very brief. If you're late, they will start the hearing without you.

CONFERENCE CALL HEARINGS

Dispute resolution hearings are increasingly being held by conference call. They are the same as in-person hearings except that you attend by phoning in to the Residential Tenancy Branch. When you apply for a dispute resolution hearing you will be given a hearing package. The first page of the package is a Notice of Hearing and it contains instructions on how to participate in the hearing. You'll need

these instructions when your hearing time arrives. Here are some points to remember about conference call hearings:

- + When your hearing time arrives have your hearing package and all your evidence in front of you.
- + Dial the number provided in your hearing letter, followed by the seven digit code and then the pound sign (#) for access to the conference call. (Dial carefully. If you make a mistake you could miss the hearing.)
- + Try to call about one minute before the hearing time, but not more than five minutes before the hearing. If you call too early you won't be able to access the call.
- + When you are connected to the call you will hear a message telling you that you are part of a conference call and that you should wait for other participants to come on the line.
- + The dispute resolution officer may come on the line late if held up in another hearing. Do not hang up. Wait on the line so that the dispute resolution officer does not conduct the hearing without you.
- + If you have technical problems getting through to the hearing call the Telus operator (0). Ask the operator to put you through to the Residential Tenancy Branch to sort out your problem. (Calling the Branch directly will mean waiting on hold and potentially missing your hearing.)

The decision

If a dispute resolution officer decides in your favor, the landlord must obey the decision. If the landlord ignores the order, you should contact the Residential Tenancy Branch. In some cases, you may need to go back to dispute resolution. For example, if the landlord ignores an order to do repairs, you will need the Residential Tenancy Branch's permission to take money off your rent to pay for repairs.

COLLECTING MONEY FROM THE LANDLORD

You could be awarded money back from your landlord at the dispute resolution hearing, but your landlord might not pay you. You should write to your landlord enclosing a copy of the order, and asking them to pay. An RTB dispute resolution officer's order is as serious as any court order. If the landlord doesn't pay, you can file the order at the Small Claims

Division of the Provincial Court. (Look in the blue pages of the phone book under "Court Registries.") The court staff will explain your options after you have filed the order.

Mistakes in the dispute resolution officer's decision

You can ask a dispute resolution officer to correct a mistake in the decision within 15 days of receiving it. For example, if you won at dispute resolution but there is no mention of getting your \$50 filing fee back, it may be a mistake. You can also ask for reasons for the decision, if they are missing or not clear. You must fill out a form from the Residential Tenancy Branch called "Request for Correction or Clarification": www.rto.gov.bc.ca/documents/RTB-111.pdf.

REVIEW OF A DISPUTE RESOLUTION DECISION

In some cases, you may be able to get a dispute resolution decision reviewed. (This is not an appeal.) You cannot apply for another dispute resolution hearing because you didn't like the decision.

Reasons for review

You can apply for review at the Residential Tenancy Branch for the following reasons:

- + You could not attend the original hearing because something happened that you did not expect and was beyond your control. For example, your car broke down on the way to the hearing or you had a medical emergency. You will need evidence, such as a receipt from a towing company or a note from a doctor.
- + You have new evidence that was not available when the original hearing was held. The evidence must be related to the issues being raised in the hearing. For example, you applied for a repair order and a building inspector's report was only available after the hearing.
- + You have evidence that the dispute resolution officer's decision was obtained by fraud. When a person lies to the dispute resolution officer, this is called fraud. You must provide proof of the fraud and show how it influenced the decision.

If you don't meet the grounds for review at the Residential Tenancy Branch, you may be able to apply for a Judicial Review at the Supreme Court of BC.

Where do I apply?

You can apply for a dispute resolution review at the Residential Tenancy Branch. There are Branch offices in Burnaby, Victoria, and Kelowna. If there is no office in your area, you can apply through the Government Agent, or Service BC Centre close to where you live (look in the blue pages of the phone book, under "Government of BC" or go to www.governmentagents.gov.bc.ca).

Fee

Applying for a review of a dispute resolution order will cost you \$25. If you didn't have to pay a fee for your original hearing, you won't have to pay a fee for the review hearing either.

The application form

You must fill out a form called "Application to Review Dispute Resolution Officer's Decision or Order". An information officer with the Residential Tenancy Branch can explain the form, or you can call the Tenant Information Line for more information. It is important to fully answer the questions on the application and provide evidence of your reasons for wanting a review.

Time limits

You need to apply for a review:

- + within 2 days of the date you received a dispute resolution officer's decision for early termination or an order of possession, or an order regarding assigning or subletting a tenancy, or a landlord's notice to end a tenancy for non-payment of rent;
- + within 5 days of the date you received a dispute resolution officer's decision for a repair, or for a notice to end the tenancy;
- + within 15 days of the date you receive a dispute resolution officer's decision for any other type of dispute resolution hearing.

If your application is submitted after the deadline, the dispute resolution officer will decide whether or not to accept it.

Who will look at my application?

The review could be considered by any dispute resolution officer, including the one who conducted the original hearing. The dispute resolution officer will consider only your application, new evidence that you provide, and the records from the original hearing. You won't be able to speak to the dispute resolution officer about your application. The dispute resolution officer can refuse your application if you do not have grounds (good enough reasons) for review.

What happens to the original decision?

Applying for review does not automatically stop the decision. The dispute resolution officer may decide to suspend the original decision until the review is complete. This will stop the landlord from enforcing the order. For example, if the original decision was to end your tenancy, the dispute resolution officer may allow you to stay in your place until the review is complete.

Serving notice to your landlord

If the dispute resolution officer approves your application, you will receive written notice that there will be a review. You must deliver the notice about the review within three days. There are two ways to serve the notice:

- + **In person.** Bring a witness who has read the documents when you give them to the landlord. You must give the documents to the landlord within three days.
- + **Send by registered mail.** Keep the receipt from the post office to prove you sent the notice. Mail the documents to the landlord as soon as you receive them.

What the dispute resolution officer can do

The dispute resolution officer reviewing the decision can:

- + make a decision based on the written material, like your application, new evidence and written statements provided by you or your landlord;

- + suspend the original decision until the review is complete;
- + hold another hearing where you and your landlord are asked to participate.

Judicial Review at Supreme Court

You can ask for a review of the dispute resolution officer's decision at a Judicial Review at the Supreme Court of BC. This is your only option for review if:

- + your case does not meet the grounds for review of a dispute resolution officer's decision provided by the Residential Tenancy Branch, or,
- + you want to challenge a dispute resolution officer's decision resulting from a review.

You will probably need a lawyer to represent you in a Judicial Review. It costs money to apply unless you are considered low-income. If you lose, the court could order you to pay the landlord's legal costs. Get legal advice before applying for Judicial Review. Community Legal Assistance Society has some information on preparing for Judicial Review at www.clasbc.net, or call CLAS at (604) 685-3425, toll-free 1-888-685-6222.

TAKING ACTION

The previous chapter explained the dispute resolution process and the very limited grounds for disputing a decision. If you are not happy with a decision made by a Residential Tenancy Branch dispute resolution officer (DRO) the only way to get the decision changed is to apply for a review, which is done only in limited circumstances. You could also apply for a judicial review at Supreme Court, but again there are only very limited grounds for review and the process could get expensive. It is estimated that 90 percent of judicial reviews fail.

However, there are other ways to make complaints:

Here's what you can do when:

Your landlord disregards the law and continues to ignore orders from the Residential Tenancy Branch.

The Residential Tenancy Branch does not enforce orders. Orders for security deposit return or other monies owed to you by the landlord are enforced through Provincial Court (Small Claims). The Court establishes the procedures for enforcing orders. Contact your local Court Registry: www.ag.gov.bc.ca/courts/general/contacts.htm.

You can let the Residential Tenancy Branch know that the landlord is ignoring dispute resolution officer orders. The Director of the Residential Tenancy Branch can assess complaints and impose fines of up to \$5,000 per day while a contravention of the Act or Regulations continues. The Director of the RTB can impose administrative penalties of \$5,000 a day on landlords for **serious repeated cases** of non-compliance with the RTA. See the RTB website at www.rto.gov.bc.ca.

In dispute resolution you can also ask to be compensated for the time the landlord ignored an order and withheld a service or facility from you. (See Chapter 10 Dispute Resolution.)

You think the staff at the Residential Tenancy Branch gave you wrong information, made serious mistakes in processing your application, or otherwise unfairly prevented you from accessing their services.

Always ask for the name of the staff member you are speaking to when you contact the Residential Tenancy Branch. Staff must provide you with a contact name if you ask for it.

Ask to speak to a Residential Tenancy Branch manager or supervisor. Explain the details of the problem you had with the office and the name of the staff member you were dealing with. The manager can only deal with problems you had with office staff or procedures, not with dispute resolution officers or their decisions. Dispute resolution officers are independent decision makers.

If you are not satisfied with the response you get from Residential Tenancy Branch management you can make a complaint to the Office of the Ombudsman. The Ombudsman can conduct impartial and confidential investigations to determine if a public agency is being fair to the people it serves. For more information about the Ombudsman call (250) 387-5855 or 1-800-567-3247, or go to www.ombudsman.bc.ca.

You believe that a dispute resolution officer conducted a hearing in an unfair manner.

First ask to speak to the manager of the Residential Tenancy Branch with which you were dealing. While management cannot change decisions they may be able to explain why a hearing was conducted the way it was.

If you are not satisfied with the explanation you receive from Branch management you can contact the director of the Residential Tenancy Branch in writing. Keep in mind that the director cannot change a decision. If the director does investigate your complaint it is unlikely to affect your situation, but may help others in the future. Write to:

*Director, Residential Tenancy Branch
PO Box 9844 Stn Prov Govt
Victoria, BC V8W 1C8*

You think that the law is unfair to tenants in BC and you would like the government to change it.

The Government of British Columbia is responsible for the *Residential Tenancy Act*. If you feel like the law is unfair to tenants you can contact your local MLA (Member of the Legislative Assembly) and voice your concerns. The government needs to hear from tenants in order to strengthen laws protecting tenants. To find your MLA go to www.leg.bc.ca/mla or call Elections BC at 1-800-661-8683. If you write a letter, you can copy it to TRAC by e-mail to info@tenants.bc.ca.

You would like to see enforcement by City officials regarding serious repair issues in your building, or would like your municipality to pass by-laws preserving affordable rental housing in your area.

Only a few municipalities in BC have by-laws regarding the condition of rental buildings or the loss of affordable housing. Contact your local city or town hall and ask if there are any such by-laws where you live. If not, contact your local mayor and municipal councilors and ask why not. Local governments can play a big role in preserving safe and affordable housing, but like provincial politicians they need to hear from tenants. Look in the blue pages of your local phone book to find out contact information for your local government or go to www.civicnet.bc.ca and look for the "local governments list."

You have a problem with the way a realtor or property manager has treated you while selling the place for your landlord or managing the property for the landlord. For example, the realtor enters your place without notice.

First try and discuss the matter directly with the realtor. Explain that the realtor has to follow the *Residential Tenancy Act*. As always follow up with a letter, keeping a copy for yourself, so that you've documented your concerns. If this does not resolve the problem, contact the managing

broker. If your problem is still not resolved you can contact the Real Estate Board. For more information on making complaints about realtors see the Real Estate Council of British Columbia's Web site at www.recbc.ca/complaints/making_a_complaint.htm.

If you are at the point of making a formal complaint about a realtor or property manager, you should also consider filing for dispute resolution at the Residential Tenancy Branch. It is only through a dispute resolution hearing that you could ask for an order restricting entry or for compensation for loss of quiet enjoyment. (See Chapter 7, Privacy and Quiet Enjoyment and Chapter 10, Dispute Resolution.)

Tenant Groups

Sometimes when everyone in a building is having problems with the landlord it may be helpful to start a tenants' group. There's strength in numbers and working together to get a landlord to fix problems in a building can be very effective. However, there are potential pitfalls involved with building organizing. For example, you want to make sure people in your building are on side with your cause so that the landlord does not simply dismiss you as a troublemaker. Contact TRAC if you would like information about starting a tenants' group in your building.

Media

Involving the media in a dispute you're having with your landlord can be an effective way of getting the landlord to take notice of the problem and do something about it. Very few landlords want to be publicly shamed for the way they carry on their business. Keep in mind that the media is more likely to be interested in stories that are unusual or that affect several people. You should also be prepared to explain to a reporter how you have tried to resolve the problem and show evidence such as letters. Call the Tenant Information Line for more information about speaking to the media.

OTHER RESOURCES

Housing alternatives

BC Active Manufactured Home Owners Association
For those who own their manufactured home.
(250) 544-1456

BC Housing—subsidized housing information
(604) 433-2218
1-800-257-7756

Co-operative Housing Federation of BC
(604) 879-5111
1-866-879-5111

Government

Service BC (Government Agent)
If there is no Residential Tenancy Branch office where you live, you can call Service BC.
(604) 660-2421
1-800-663-7867

Residential Tenancy Branch Lower Mainland
For more information on dispute resolution, or to download forms or to calculate interest on security deposits go to www.rto.gov.bc.ca.
(604) 660-2421
Victoria (250) 387-1602
Elsewhere in BC
1-800-663-7867

Vancouver Property Use Inspector
Repairs, heat, fire safety, City of Vancouver only.
(604) 873-7398

Vancouver Coastal Health Protection
Bed bugs, rodent and insect infestations.
(604) 736-2033
1-866-884-0888

Advocacy and referral services

LOWER MAINLAND

411 Seniors Centre
(604) 684-8171

Abbotsford—Community Legal Advocacy Office
(604) 859-7681, ext. 307

BC Centre for Elderly Advocacy & Support
Legal information and representation for tenants 55 and over.
(604) 437-1940, or
1-866-437-1940

Chilliwack—Chilliwack Legal Advocacy Office
(604) 795-5994

Downtown Eastside Women's Centre
Drop-in centre and basic needs services; as well as mental health and legal advocacy, victim services and outreach services.
(604) 681-8480, ext. 221

First United Church
Advocates assist people in the Greater Vancouver area with a variety of issues including welfare, tenancy, EI, and disability.
(604) 252-9504

Law Students' Legal Advice Program
Legal advice and information in the Lower Mainland for people who can't afford a lawyer.
(604) 822-5791
Clinic details
www.lslap.bc.ca

Newton Advocacy Group Society
(604) 596-2311

North Shore Community Resources
(604) 985-7138

SHARE Family and Community Services
Serving Port Moody, Coquitlam, Port Coquitlam, Anmore and Belcarra.
(604) 937-6982

Seniors Services Society
Information on housing and benefits for seniors.
(604) 520-6621

Shiloh-Sixth Avenue United Church: Community Advocate
(604) 522-3443 ext. 22

St. Paul's Advocacy
Provides information and advocacy on tenancy issues and welfare applications.
(604) 683-4287

The Kettle
Provide assistance for people with mental health disabilities with a range of tenancy matters including representation at arbitration.
(604) 253-0669

Wilson Heights United Church Advocacy Office
Provides community advocacy.
(604) 325-9944

VICTORIA AREA

Burnside Gorge Community Association
Provides support, information, referrals, advocacy and assistance with basic needs to families in housing crisis.
(250) 388-5251

The Law Centre
Legal advice, representation and information in Victoria for those who can't afford a lawyer.
(250) 388-4516
Clinic details
www.thelawcentre.ca

Ready to Rent
(250) 388-7171

Together Against Poverty Society
Advocacy for tenants who are having disputes with their landlord.
(250) 361-3521

Victoria Native Friendship Centre
Housing advocacy for homeless First Nations people as well as information and guidance about rentals, tenant rights, referrals, supportive resources and practical living skills.
(250) 384-3211

VANCOUVER ISLAND

Campbell River—Island JADE Society
Help with tenancy issues including representation at arbitration.
(250) 830-1171

Comox BC—Wachiay Friendship Center
(250) 338-7793, ext. 229

Courtenay—Island JADE Society
(250) 871-7708

Nanaimo—Nanaimo Citizens Advocacy Association
(250) 753-2321

Port Alberni—Port Alberni Friendship Centre
Legal information and advocacy for tenants.
(250) 723-8281

Ucluelet—West Coast Community Resources Society
(250) 726-2343

ACROSS THE PROVINCE

Access Pro Bono
Free legal advice
(604) 878-7400
1-877-762-6664
Clinic details
www.accessprobono.ca

BC Human Rights Coalition
Vancouver (604) 689 8474
1-877-689 8474

Columbia/Kootenay Advocacy and Education Resource Society
(250) 837-4779

Community Legal Assistance Society
Judicial review, orders of possession, co-op evictions.
(604) 685-3425
1-888-685-6222
www.clasbc.net/housing.php

East Kootenays (Cranbrook)—Traveling Advocate Program
Advocacy for people on welfare and people with disabilities.
(250) 426-4293
1-877-298-2211

Fort St. John—Fort St. John Women's Resource Society
(250) 787-1121

Hazelton—Upper Skeena Counseling and Legal Assistance Society
(250) 842-5218
1-877-842-5218

Kelowna—Okanagan Advocacy and Resource Centre
(250) 979-0201

Merritt—Nicola Valley Advocacy
(250) 378-9632

Nelson—The Advocacy Centre
Poverty and family law, victim services, affordable housing and child protection.
(250) 352-5777
1-877-352-5777

Penticton—Penticton and Area Women's Centre
(250) 493-6822

Powell River—Powell River Community Services Association
(604) 485-0950

Prince George—Active Support Against Poverty
Provides advocacy and referral services to financially poor individuals.
(250) 563-6112

Prince George—Prince George Native Friendship Centre
(250) 564-3568

Prince Rupert—Prince Rupert Unemployed Centre Society
(250) 627-8776

Vernon—Vernon and District Women's Centre Society
(250) 542-7531

Williams Lake—Women's Contact Society
Women's centre, but also provides advocacy to all members of the community.
(250) 392-4118
1-888-799-5240

ONLINE RESOURCES

Clicklaw
Legal information, education and help.
www.clicklaw.bc.ca

MOSAIC Multilingual Legal Publications
www.mosaicbc.com/multilingual-legal-publications

PovNet
Information, resources and advocacy directory.
www.povnet.org

TRAC Tenant Resource & Advisory Centre
Multilingual publications and videos
www.tenants.bc.ca

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Information about TRAC publications

For bulk orders of the Tenant Survival Guide please contact:

The People's Law School
www.publiclegaled.bc.ca

To order one or two copies, contact TRAC at info@tenants.bc.ca or call our Infoline.

In addition to the Tenant Survival Guide in English, Traditional Chinese and Spanish, TRAC also publishes a Tenant Info pamphlet with basic information about tenancy law in BC. The pamphlet is available in English, Punjabi, Traditional Chinese, Spanish, Arabic, Persian, Korean, Japanese and Portuguese.

TRAC also publishes a Landlord Guide in English, Traditional Chinese and Punjabi, as well as a Newcomers Guide in Simplified Chinese, French, Persian and Korean.

You can download all of TRAC's publications from our Web site at www.tenants.bc.ca.

You can also ask for a copy of the TSG, Landlord Guide, or Tenant Info pamphlet to be sent to you by calling the Tenant Information Line at (604) 255-0546, or outside the Lower Mainland at 1-800-655-1185.

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