

## British Columbia

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from British Columbia's RTA and is for information purposes only and does not constitute any legal advice. If you require further information about BC laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

**Governing or Regulatory Body:** Residential Tenancy Branch (RTB)

**Name of Act/Regulations:** Residential Tenancy Act (RTA) and Residential Tenancy Regulation

### Rental Periods

The tenancy agreement can be for a fixed term or a period that relates to a calendar week, month, or year. Most tenancies are month to month.

### Is a signed tenancy agreement required?

Yes. British Columbia laws require a written tenancy agreement (also known as a "lease") for all tenancies, whether fixed term or periodic. The tenancy agreement must include the standard terms provided in the RTA. A landlord is obligated to give the tenant a copy of the tenancy agreement within 21 days of signing.

### Is a signed move in/move out condition report required?

Yes, for residential premises, but not for manufactured home sites. It is mandatory for landlords and tenants to conduct ingoing and outgoing inspections and complete ingoing and outgoing Condition Inspection Reports. If the reports are not completed, the landlord or tenant runs the risk of jeopardizing their security deposit.

### Deposits

The maximum security deposit for residential premises allowed is ½ month's rent. If tenants pay more than ½ month's rent, they can deduct this overpayment from any rent owing. However, if the landlord allows pets they can also ask for an additional ½ month's rent for pet damage deposit. This means that in this case the total combined deposits can be up to one month's rent. Landlords can also require deposits for additional keys, garage door openers, etc. in addition to the security and pet damage deposits. A landlord can request the security deposit only at the time the tenancy agreement is entered into, but can request a pet damage deposit at any time during the tenancy if a pet is introduced. The interest rate on these deposits is 4.5% below business prime on January 1<sup>st</sup> for that year (but never falls below zero). Landlords have 15 days after the tenant moves out, and provides a forwarding address, to either return the deposit or get the tenant's written consent for deductions to the deposit (such as using the deposit to pay to repair damages). If no consent is received, the landlord must return all of the security deposit, plus interest, or apply for dispute resolution with the RTB within the 15 day time frame. A pet damage deposit can only be used for damage caused by a pet and not for any other cost the landlord incurs.

Security deposits and pet damage deposits are not permitted for manufactured home site rentals.

## Key Money

The landlord must not charge a fee for a key that is the tenant's only means of access. The landlord may charge a fee for additional or replacement keys.

## Post-dated Cheques

Landlords may request post-dated cheques.

## Renewal of Tenancy Agreement Term

A fixed term tenancy agreement may specify the date by which the tenant must move out. If no date is specified, and the landlord and tenant do not sign a new tenancy agreement, the tenancy agreement automatically converts to a month-to-month tenancy and all other terms in the tenancy agreement continue to be in effect.

## Terminating a Tenancy: Notice and Timing

Prior to a fixed term tenancy agreement expiring, it is the responsibility of landlord and tenant to either re-negotiate terms or terminate the tenancy agreement. Tenants who give written notice to end a fixed term tenancy agreement prior to the expiry date may be held accountable for all costs the landlord incurs in re-renting including lost rent. Landlords may end a tenancy only for specified reasons as set out in the legislation and cannot end a tenancy simply because a fixed term has expired unless the language of the lease specifies the tenant will vacate at the end of the term. When a fixed term tenancy reverts to a month to month tenancy, the landlord cannot force a tenant to sign another lease or agree to another fixed term. When a tenancy agreement is renewed, landlords and tenants may agree to the same or different terms.

Early termination can be ordered by the RTB where there are serious situations involving safety, cause or conduct. All other tenancies are ended: by the landlord on a Notice to End Tenancy form; on written notice by the tenant; or by written agreement between the parties.

A tenant must give one rental month's notice in writing to the landlord the day before the rent is due. If the landlord wishes to end a tenancy, one of the province's approved *Notice to End a Tenancy* form must be used.

Landlords must allow tenants these notice periods depending on the reason for notice given:

- **10 days** for non-payment of rent,
- **1 month** for cause or conduct,
- **2 months** for landlord's use of property in a residential tenancy.
- **2 months** if the tenant ceases to qualify for a subsidized rental unit in residential tenancy

## Assignments and Sublets

Unless a landlord consents in writing, a tenant must not assign or sublet a tenancy agreement. If a fixed term tenancy is longer than 6 months, a tenant may request to sublet or assign a lease. All information about the new tenant for the sublet or assignment must be in writing, and in the case of a manufactured home site tenancy, the request must be in the prescribed "Request For Consent To Assign a Manufactured Home Site Tenancy Agreement" form. The landlord must have a valid reason to withhold consent. The landlord has the right to approve the assignment or sublet, but cannot arbitrarily withhold consent.

## Rent Increases: Notice and Timing

British Columbia has rent control. Landlords must use the approved form “*Notice of Rent Increase*” and give the tenant 3 month’s notice to increase rent. Tenants cannot dispute the rent increase unless the increase is more than the allowable amount.

## Late Rent Payments

Rent is considered late if not paid on or before the first day of the rental period. Landlords may request an administration fee of not more than \$25 for late payment, based on what the lease or tenancy agreement states.

## Evictions

There are several reasons why a landlord may evict a tenant and the rules that apply to them differ. They are:

- **Material breach** of a rental agreement is the reason used if the tenant is in breach of the agreement and has been given one written warning and a reasonable time to comply, or correct the breach. Breach of agreement requires 1 month's notice.
- **Non payment** of rent requires 10 days notice. The tenant may cancel the eviction notice by paying rent within 5 days. Similarly, a tenant may apply for dispute resolution within that same five-day period. Otherwise, the tenant must vacate in 10 days.
- **Cause or conduct** requires 1 month’s notice; a tenant has 10 days to apply for dispute resolution.
- **Landlord's use of property** requires 2 month's notice with a 15-day dispute period. Landlords are required to pay the equivalent of 1 month’s rent to the tenant on or before the effective date of the end of tenancy.
- **Tenant ceases to qualify** for subsidized rental unit (residential tenancy) requires 2 month's notice with 15-day dispute period.

If disputed, the Landlord must prove through evidence that there is a valid reason to end the tenancy.

If a tenant does not dispute the Notice to End Tenancy, then it is deemed that the tenant has accepted the end of tenancy. If tenant does not move, the landlord may apply for an order of possession, which is enforced through the Supreme Court, by a bailiff.

## Permitting Landlord Entry to the Premises (Times and Reasons)

Landlords must give a minimum 24-hour up to a maximum of 30 days written notice stating the time and purpose of entry, unless either the tenant consents or there is an emergency. Non-emergency entry is allowed between 8 a.m. and 9 p.m. unless the tenant agrees to another time. If notice is not served in person, it must be taped on the door or served in the mailbox and 3 days must pass before the landlord enters the premises. The Landlord may enter if the RTB issues an order to enter. The tenant may refuse entry if either no reason is given or it is unreasonable according to the RTB.

## May the tenant withhold rent for repairs?

Withholding rent for repairs is not allowed unless the RTB gives an order to do so. Tenants can deduct the cost of emergency repairs from rent owing. The tenant can also recover the amount through dispute resolution if they tried on 2 occasions to notify the landlord within a reasonable period about the emergency and were unsuccessful. Also, the landlord may take over the completion of emergency repairs at any time.

## Changing Locks

If a tenant can prove the landlord entered the premises illegally, it is possible to apply for an order for a lock change (residential tenancies). With this order, the landlord will not have a right to a key until the tenancy ends, and may enter the premises only in accordance with the order.

## Pets and Smoking

### May a landlord refuse to rent to a tenant who has pets?

A landlord may insert a provision in a tenancy agreement that prohibits pets in the rental unit. This provision must be in the tenancy agreement when the tenancy begins, or a tenant must voluntarily agree to such an amendment. It cannot be enforced retroactively without both parties' written agreement.

### May a landlord include a no-smoking clause in the lease?

Yes, a landlord may insert a provision in the tenancy agreement that prohibits smoking in the unit or in the common areas (or both). This provision must be in the tenancy agreement when the tenancy begins, or a tenant must voluntarily agree to such an amendment. It cannot be enforced retroactively without both parties' written agreement.

### If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

Terms stating "no smoking and no pets" in the tenancy agreement signed by the tenant are legally binding as long as they specify the type of pets that are restricted, for example "no pets such as dogs or cats".

If a landlord discovers that the tenant is in violation of the rental agreement either by acquiring a pet, or by smoking, a written warning (called a breach letter) must be issued. The letter must state that the tenant must comply with the rental agreement, or the tenant will face eviction if they either do not get rid of the pet within a reasonable period of time, or if they do not stop smoking in the rental unit.

The termination process cannot begin until the landlord has issued the breach letter.

### All Branches:

Email: [HSRTO@gov.bc.ca](mailto:HSRTO@gov.bc.ca)

Toll Free Tel.: 1-800-665-8779

[www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

### Residential Tenancy Act

[www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/00\\_02078\\_01](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/00_02078_01)

### Residential Tenancy Regulation

[www.bclaws.ca/Recon/document/ID/freeside/10\\_477\\_2003](http://www.bclaws.ca/Recon/document/ID/freeside/10_477_2003)

### Residential Tenancy Branch (RTB)

The RTB administers the Residential Tenancy Act throughout the province. This main page gives a basic overview of the RTB, with links to other valuable sections.

[www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

**Tools and Resources**

Links to various RTB online tools and publications.

[www.gov.bc.ca/landlordtenant/tools](http://www.gov.bc.ca/landlordtenant/tools)

**General Information**

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>

**Forms and Fees**

A collection of online forms (PDF files) for both residential rental units and Manufactured Home Park tenancies.

[www.gov.bc.ca/landlordtenant/forms](http://www.gov.bc.ca/landlordtenant/forms)

**Sample Residential Tenancy Agreement**

[www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb1.pdf](http://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/forms/rtb1.pdf)

**The Residential Tenancy Policy Guidelines**

These guidelines clarify the responsibilities of landlords and tenants under the Residential Tenancy Act and cover issues such as: the maintenance, cleaning and repair of residential premises; the obligations of landlords and tenants with respect to services and facilities; the right to quiet enjoyment of the premises; and damage claims. It offers very useful clarifications.

[www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/tools-and-resources/policy-guidelines](http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/tools-and-resources/policy-guidelines)