



One Month Notice to End Tenancy for Cause
Residential Tenancy Act, s. 47 and Manufactured Home Park Tenancy Act, s. 40
One Month Notice to End Tenancy for End of Employment
Residential Tenancy Act, s. 48 and Manufactured Home Park Tenancy Act, s. 41

#RTB – 33

Landlord: check the appropriate box	<input type="checkbox"/> Manufactured home site, <i>Manufactured Home Park Tenancy Act</i>
	<input type="checkbox"/> Rental unit, <i>Residential Tenancy Act</i>

Tenant: You may be EVICTED if you do not respond to this Notice.

TO the TENANT(s) (full names are required)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

<input type="text"/>	<input type="text"/>
first and middle name(s)	last name
<input type="text"/>	<input type="text"/>
first and middle name(s)	last name

Tenant Address (address for service of documents or notices--where material will be given personally, left for, faxed or mailed)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit/site #	street number and street name	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone	other phone	fax number for document service		

FROM the LANDLORD (if entry is a business name, use 'last name' field box to enter the full legal business name)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

<input type="text"/>	<input type="text"/>			
first and middle name(s)	last name			
<input type="text"/>	<input type="text"/>			
unit/site #	street number and street name	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone	other phone	fax number for document service		

NOTICE TO END TENANCY: I, the landlord, am hereby giving you one month's notice to move out of the rental unit or manufactured home site located at:

<input type="text"/>	<input type="text"/>	<input type="text"/>	B.C.	<input type="text"/>
unit number	street number and street name	city	province	postal code

By: (date when tenant must move out of the rental unit or vacate the site)
 day month year

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** **Date signed:**
 day month year

Complete details below at time of service (not required on landlord's copy; failure to complete does not invalidate notice).

Notice served: In person On the door or in mail box or mail slot By mail By fax **on:**
 day month year

Other (e.g. director's order for substituted service): _____

Landlord should also complete *Proof of Service Notice to End Tenancy* (form RTB-34) as evidence of service.

*This is page one of a two-page Notice.
 The landlord must sign page one of this Notice and must give the tenant pages one and two.*

FOR MORE INFORMATION
 RTB website: www.gov.bc.ca/landlordtenant
 Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

REASONS FOR THIS ONE MONTH NOTICE TO END TENANCY (check all boxes that apply):

- Tenant is repeatedly late paying rent.
- Tenant has allowed an unreasonable number of occupants in the unit/site.
- Tenant or a person permitted on the property by the tenant has (check all boxes that apply):
 - significantly interfered with or unreasonably disturbed another occupant or the landlord.
 - seriously jeopardized the health or safety or lawful right of another occupant or the landlord.
 - put the landlord's property at significant risk.
- Tenant or a person permitted on the property by the tenant has engaged in illegal activity that has, or is likely to:
 - damage the landlord's property.
 - adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant.
 - jeopardize a lawful right or interest of another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant has caused extraordinary damage to the unit/site or property/park.
- Tenant has not done required repairs of damage to the unit/site.
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so.
- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park.
- Rental unit/site must be vacated to comply with a government order.
- Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order.
- Tenant has assigned or sublet the rental unit/site without landlord's written consent.
- Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement.
- Tenant's rental unit/site is part of the tenant's employment as a caretaker, manager or superintendent of the property, the tenant's employment has ended and the landlord intends to rent or provide the rental unit/site to a new caretaker, manager or superintendent.
- Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

DETAILS OF CAUSE(S): Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is considered to have received the Notice, unless there is evidence to the contrary, on the following:
 - three days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or, faxes it to a number provided by the tenant; or,
 - five days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 10 days after you receive it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch or at a Service BC Office. An arbitrator may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application within 10 days, you are presumed to accept this Notice and must move out of the rental unit or vacate the site by the date set out on page one of this Notice (you can move out sooner.) If you do not file an Application, move or vacate, your landlord can apply for an Order of Possession that is enforceable through the court.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, an arbitrator may decide that, in the circumstances, the tenant cannot be said to be "repeatedly late."
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant's deadline to dispute this Notice has expired, you can file an Application for Dispute Resolution for an Order of Possession.
- If the tenant applies to dispute this Notice and an arbitrator dismisses the tenant's application or upholds this Notice, the arbitrator must grant an Order of Possession for the landlord.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page two of a two-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages one and two.