

This provides a glossary of terms used when discussing residential tenancies.

Please see [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant) for more information.

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<b>Act:</b>	The <i>Residential Tenancy Act</i> and/or <i>Manufactured Home Park Tenancy Act</i> .
<b>Adjournment:</b>	The determination by an arbitrator that a dispute resolution proceeding will be reconvened at a later date, either at the request of one or both of the parties, or on the arbitrator's own initiative.
<b>Adjudicator:</b>	The director's delegate who has authority to make decisions on direct requests and applications for substituted service, submitted in writing with supporting evidence, in a dispute resolution proceeding. An adjudicator's decisions are binding and enforceable. Adjudicators do not have the authority to hear dispute resolution proceeding hearings.
<b>Advocate:</b>	A person who provides assistance and advice to a party throughout a dispute resolution proceeding. An advocate may help the party understand the process, prepare for the hearing and serve the evidence. An advocate may attend the hearing and assist the party in presenting his or her case but does not usually attend a hearing in place of a party. Generally, an advocate is not named as a party to the dispute, and an order is not made against the advocate. An advocate is not a Residential Tenancy Branch employee.
<b>Agent:</b>	A person appointed by a party to act on that party's behalf and who speaks for the party at the hearing. A building manager often attends a hearing as an agent for the landlord. A tenant may appoint any trusted person as their agent. An agent has full authority to settle the claims and may be named as a party to the dispute.
<b>Applicant:</b>	A landlord or tenant who applies for dispute resolution by completing an Application for Dispute Resolution, having it accepted by the Residential Tenancy Branch upon paying any required fee or obtaining a fee waiver.
<b>Arbitrator:</b>	The director's delegate who has the authority to make binding, enforceable decisions at a dispute resolution proceeding hearing. Arbitrators may also perform the duties of an adjudicator.
<b>Assistant:</b>	A translator, interpreter, helper or family member who helps a party with the dispute resolution proceeding. When an assistant speaks at a hearing, it is not on behalf of the landlord or tenant. Rather, the assistant repeats the proceedings in a way that the party can understand them, or repeats the statements of the party in a way that other participants in the hearing can understand. An assistant does not offer new, independent or additional information.

<b>Co-tenant:</b>	Two or more tenants who rent the same property under the same tenancy agreement. Co-tenants are jointly responsible for meeting the terms of the tenancy agreement.
<b>Cross-application:</b>	A situation when both parties to a tenancy have submitted Applications for Dispute Resolution on the same issues and the disputes are heard together at the same hearing.
<b>Days:</b>	<p>The calculation of time is set out in s. 25 of the <a href="#">Interpretation Act</a>.</p> <p>a) If the time for doing something falls or expires on a holiday, the time is extended to the next day that is not a holiday.</p> <p>b) If the time for doing an act in a business office falls or expires on a day when the office is not open during regular business hours, the time is extended to the next day that the office is open.</p> <p>c) If the calculation of time is expressed as clear days or as "at least" or "not less than" a number of days, the first and last days must be excluded from the calculation.</p> <p>d) If the calculation of time does not refer to clear days, or as "at least" or "not less than" a number of days, the first day must be excluded and the last day included.</p>
<b>Decision:</b>	The official record sent to a landlord and tenant stating what the Residential Tenancy Branch decided after a hearing. A decision is final and binding, and has the same authority as a Court decision.
<b>Direct request:</b>	The process for deciding on an Application for Dispute Resolution by Direct Request which seeks an Order of Possession and a Monetary Order for unpaid rent, where the tenant's five day timeframe to dispute the 10 Day Notice to End Tenancy has ended without the tenant filling an application to cancel the notice or paying the unpaid rent dispute. A decision is made based on all the required documentation that the landlord must submit in writing with the Application for Dispute Resolution by Direct Request. Neither the landlord nor tenant is present when the decision is made.
<b>Dispute resolution proceeding:</b>	<p>A legal process initiated by a landlord or a tenant by filing an Application for Dispute Resolution with the Residential Tenancy Branch for the purpose of obtaining a legally binding decision from an independent decision-maker.</p> <p>Dispute resolution hearings are most often conducted by conference call. At the discretion of the director, a dispute resolution proceeding may be conducted in-person or by written submissions.</p>

<b>Evidence:</b>	<p>Any relevant supporting documentation presented by the parties at a dispute resolution proceeding in support of the case, including:</p> <ul style="list-style-type: none"> <li>• Written documents, such as the tenancy agreement, Notice to End Tenancy, letters, printed copies of emails, receipts, pictures and the sworn or unsworn statements of the witnesses</li> <li>• Photographs</li> <li>• Video recordings and audio recordings</li> <li>• Oral statements of the parties or witnesses given under oath or affirmation.</li> </ul> <p><b>Note:</b> Physical objects such as a piece of carpet or a light bulb should not be submitted as evidence and will not be accepted. Photographs of physical objects should be submitted instead.</p>
<b>Grounds for review:</b>	<p>The reasons in the legislation that allow a review of a decision. The grounds are:</p> <ul style="list-style-type: none"> <li>• Was unable to attend the hearing due to circumstances they could not anticipate or control</li> <li>• Has new and relevant evidence that was not available at the time of the hearing</li> <li>• Has evidence that the other party submitted evidence or made a statement that they knew was false in order to get their desired outcome.</li> </ul>
<b>Hearing:</b>	<p>An event during which the Residential Tenancy Branch examines the evidence and statements made by the landlord and tenant on an Application for Dispute Resolution. A hearing may be participatory, where both parties are invited to take part; or it may be written, where a decision is based on submitted material only.</p>
<b>Interpreter:</b>	<p>A person who helps a party and the arbitrator understand the content in a dispute resolution proceeding, usually when the party needs assistance to ensure they understand what is being said at the hearing. An Interpreter does not generally give evidence or testimony. They translate from and to the party.</p>
<b>In writing:</b>	<p>A written record detailing any correspondence generated between parties. A written record is usually on paper, but may include email, fax or text messages.</p>
<b>Landlord:</b>	<p>A person who, in exchange for payment of rent, gives another person (the tenant) the exclusive right to use the residential unit.</p>
<b>Legislation:</b>	<p>The <i>Residential Tenancy Act</i> and/or the <i>Manufactured Home Park Tenancy Act</i>.</p>
<b>Material term:</b>	<p>A term or requirement of a tenancy agreement that is so important that the slightest breach of that term may give a party cause to end the tenancy agreement.</p>
<b>Outcome:</b>	<p>The result of a dispute resolution proceeding.</p>

<b>Participatory hearing:</b>	Hearing where both landlord and tenant are invited to take part. Most participatory hearings are held by telephone conference call.
<b>Party:</b>	The applicant or respondent named on the Application for Dispute Resolution or added to the application by an arbitrator. An officer representing a business named in an application or tenancy agreement may be a party. Witnesses, family members, and other persons not named on the application are not parties. "Party" may include multiple applicants or respondents.
<b>Personal information:</b>	Information that identifies an individual.
<b>Pet damage deposit:</b>	The money provided by the tenant to the landlord at the time the pet is permitted, and held in trust by the landlord until the end of the tenancy. A pet damage deposit may not be more than one half of one month's rent regardless of the number of pets.
<b>Reasons:</b>	The grounds, analysis and conclusions on which an arbitrator has based a decision, including both factual evidence and law.
<b>Relevant:</b>	Evidence is relevant if it relates directly to the issues identified on an Application for Dispute Resolution or proves or disproves an alleged fact. Reasons supporting a claim are relevant if they relate to the issues identified on an Application for Dispute Resolution.
<b>Reschedule:</b>	The action of the Residential Tenancy Branch that re-designates a time, date, and place for the dispute resolution hearing to be held or be reconvened.
<b>Respondent:</b>	The landlord or tenant against whom the Application for Dispute Resolution has been made; sometimes called the "other party."
<b>Review consideration:</b>	The process for applying to review a Residential Tenancy Branch decision.
<b>Schedule:</b>	The action of the Residential Tenancy Branch, at the time an application is filed, that designates a time, date, and place for the dispute resolution hearing to be held.
<b>Security deposit:</b>	The money provided by the tenant to the landlord at the start of a tenancy, and held in trust by the landlord until the end of the tenancy. A security deposit may not be more than one half of one month's rent. A tenancy has been entered into once monies have been exchanged.
<b>Serve/Service:</b>	The formal legal manner of giving a party required documents and evidence as set out in the Act. This is considered service.
<b>Substituted service:</b>	An alternative method of service, authorized by an arbitrator where the party has made reasonable efforts to serve but has been unable to serve documents including hearing packages, notices, or decisions in accordance with the Act.

<b>Sub-tenant:</b>	<p>A sub-tenant rents a residence from the original tenant(s) with the agreement of the original tenant(s) and the original tenant's landlord.</p> <p>A sub-tenant may also occupy a residence during the original tenant's temporary absence with the agreement of the original tenant(s) and the original tenant's landlord.</p>
<b>Tenancy agreement:</b>	<p>The legal document that sets out the tenant's right to exclusive possession of a rental unit or manufactured home site in exchange for rent. A tenancy agreement includes terms and conditions of a tenancy and is sometimes called a lease. The landlord is required to provide the tenant with a completed copy within 21 days of signing the agreement.</p>
<b>Tenant:</b>	<p>The person(s) who signed a tenancy agreement to rent residential premises. If there is no written agreement, a tenant is the person who made a verbal agreement with the landlord to rent the residential property or site and to pay rent.</p>
<b>Unconscionable term:</b>	<p>A term or requirement of a tenancy agreement that is oppressive or grossly unfair to one party and may not be enforceable.</p>
<b>Written hearing:</b>	<p>A hearing where all evidence and statements are submitted in writing and the applicant and respondent are not invited to attend or make oral statements.</p>

## More Information

Get more information on the rental housing website at [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant) or contact us by email at [HSRTO@gov.bc.ca](mailto:HSRTO@gov.bc.ca) or by phone:

- Greater Vancouver: 604-660-1020
- Victoria: 250-387-1602
- Elsewhere in BC: 1-800-665-8779