

## Rent

This provides an overview of information about rent and includes references to other information available on the residential tenancies website. Please see [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant) for more information.

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### Amount of Rent

The tenancy agreement must clearly specify how much the rent is and when it's due.

It should also be clear what's included in the rent – for example, if utilities, laundry or cable are included; or whether there are other refundable or non-refundable fees payable, such as late fees.

Essential services such as heat, electricity and hot water must be provided, but the agreement may say that the tenant pays for these.

### Paying Rent

Rent must be paid in full and on time – by midnight on the day it's due. If you're mailing your payment, be sure it's sent in time to be delivered by the due date.

A landlord and tenant agree on the amount of rent and when it's due at the start of a tenancy. The tenancy agreement must be clear about what's included in the rent. It can also limit the number of occupants in the unit or indicate how much additional rent is required if more people move in – these terms must be reasonable.

### Forms of Payment

The tenancy agreement can specify the forms in which rent can be paid (cash, cheque, electronic transfer, etc.). For example, post-dated cheques can be requested as long as it's a term included in the agreement and when the tenant moves out, any remaining cheques are returned.

Receipts must be provided for rent paid in cash. This proves that the rent was paid – both landlords and tenants should keep their copy of rent receipts in a safe place.

### Unpaid Rent or Utilities

A landlord can give a 10 Day Notice to End Tenancy if rent or utilities are not paid by midnight on the due date. This notice may be served to a tenant:

- The day after rent is due
- 30 days after giving a written demand for a utility payment

The notice is cancelled and the tenancy can continue if the tenant pays all the rent and utilities owing **within five days of receiving the notice**.

- [10 Day Notice to End Tenancy for Unpaid Rent or Utilities](#) (PDF)
- [Dispute Resolution Options When a Tenant Hasn't Paid Rent](#) (PDF)

Even if the rent isn't paid on time, a landlord must not remove or limit access to any of the tenant's personal property. The landlord can only do this if:

- The court provides written permission
- The landlord has followed the required procedure for [abandoned property](#)

### Co-tenants

Several tenants included on the same tenancy agreement are called co-tenants. If the full amount of rent isn't paid on time, the landlord can serve a notice to end tenancy, which applies to each person named on that tenancy agreement, or apply for dispute resolution against any or all of them for unpaid rent.

- [Policy Guideline - Rights and Responsibilities of Co-tenants](#) (PDF)

### Withholding Rent

A tenant must pay all of the rent when it's due. However, there are five situations when a tenant may deduct money from the rent:

1. The tenant has an arbitrator's decision allowing the deduction
2. The landlord illegally increases the rent
3. The landlord has overcharged for a security or pet damage deposit
4. The landlord refuses the tenant's written request for reimbursement of emergency repairs
5. The tenant has the landlord's written permission allowing a rent reduction

**Tenants Note:** Withholding rent for any other reason or without written permission from an arbitrator or the landlord may result in the landlord serving a [10 Day Notice to End Tenancy](#) (PDF). [Contact the Residential Tenancy Branch](#) if you're considering withholding rent.

## Rent Increases

Landlords can only increase the rent once a year by an amount permitted by law or an [additional amount](#) approved in advance by an arbitrator – they need to use the right form and give the tenant three full months' notice of the rent increase.

The maximum allowable rent increase changes each year. The limits for residential tenancies and manufactured home park tenancies are different.

- For residential tenancies, the [standard allowable rent increase](#) for 2015 is 2.5%
- For manufactured home park tenancies, the standard allowable rent increase for 2015 is 2.5% plus a [proportional amount for the change in local government levies and regulated utility fees](#)

The rent increase cannot be more than the amount calculated using the allowable increase percentage. This means a landlord can't round up when calculating the allowable increase. For example, if the base rent is \$700 and the maximum allowable increase is \$17.50 the landlord can issue a Notice of Rent Increase for a new rent of up to \$717.50, but not \$718.

## Notifying Tenants

Landlords must notify tenants of a rent increase in writing using the approved form, at least three full months before the rent increase may take effect.

- [Notice of Rent Increase - Residential Rental Units](#) (PDF)
- [Notice of Standard Rent Increase – Manufactured Home Site](#) (PDF)
- [Notice of Rent Increase - Manufactured Home Site \(fillable version\)](#) (PDF)
- [Notice of Rent Increase - Manufactured Home Site \(auto-calculating version\)](#) (PDF)
  - Check the bottom of page one of form RTB-11A to be sure that you have the correct version
  - Not all browsers support the calculations. If you are having trouble with the calculations, download the PDF to your computer
  - To calculate the rent payable in the coming year, there must be an entry for "the number of lots assigned to this tenant" (page three, section D3, step 2)

## Unlawful Rent Increase

A tenant does not have to pay an increase that is higher than the amount allowed by law. Instead, the tenant can give the landlord documents showing the allowable amount or [apply for dispute resolution](#) asking for an order that the landlord comply with the law, as long as the increase wasn't granted through dispute resolution.

The tenant may deduct from future rent any overpayment – only if the tenant has already paid an increase higher than the legal amount. The tenant should attach a note to the rent to explain the reason for not paying the amount that the landlord has asked for.

## Standard Rent Increase

Landlords must provide tenants with three full rental months' notice of a rent increase.

Manufactured home park landlords who do not wish to increase rent by the allowable proportional amount may apply a standard rent increase.

## Proportional Amount Rent Increase

Manufactured home park landlords can increase the rent by the annual allowable amount plus an additional amount to cover local government levies and regulated utility fees.

The “proportional amount” (also known as an enhanced rent increase) is the change in local government levies plus the change in regulated utility fees, divided by the number of manufactured home sites in park. This means that each tenant of the park pays for a part of the year’s increase in taxes and fees. Please note, conventional residential tenancies may not increase rent by the proportional amount.

## Expenses Included

Only the cost of government levies and regulated utility fees for the common property of the park can be included in the rent increase calculation:

- Government levies: Items that are listed on a local government tax notice such as school taxes, hospital levies or garbage collection fees
- Utility fees: Charges for public utilities such as electricity, natural gas, water, telephone and cable

Other expenses cannot be included. For example, if electricity is generated by diesel fuel, a landlord cannot include the increased cost of fuel.

## Complete the Form and Submit Proof

The landlord must be sure to complete the entire form and attach a copy of the following documents with the rent increase form:

- Tax statements for the most recent 12 months and previous 12 months (depending on the time of year, up to 3 years of statements may be required)
- Invoices for local government services for the most recent 12 months and previous 12 months
- Invoices for regulated utilities (electricity, natural gas, etc.) for the most recent 12 months and previous 12 months

## Additional Rent Increase

To raise the rent above the maximum annual amount, the landlord must have either the tenant’s written agreement or an order from the Residential Tenancy Branch.

- [Policy Guideline - Rent Increases](#) (PDF)

## Getting Agreement from Tenants

Before applying to the Residential Tenancy Branch for an order, a landlord should ask tenants to voluntarily agree to a rent increase greater than the allowable amount.

If the tenants agree to an additional rent increase, the landlord must issue to each tenant a Notice of Rent Increase along with a copy of their signed letter indicating their agreement to the increase. Tenants must be given three full months’ notice of the increase.

## Getting an Order

If the tenants do not agree **and** a landlord’s reasons for an additional rent increase are included in the Residential Tenancy Regulation or Manufactured Home Park Tenancy Regulation, the landlord must apply to the Residential Tenancy Branch for a hearing.

- [Learn about scheduling the hearing and serving notices](#)

## Completing the Application

The landlord must complete the [Application for Additional Rent Increase](#) (PDF) and submit it to

the Residential Tenancy Branch. Here are a few tips:

- Determine which reason for the rent increase (from pages 2 or 3) applies and complete that section
- Fill in the required boxes on page 4 – list the current rents, requested rents and the date of the last rent increase
- Be sure to complete the entire form – don't forget to sign it and attach proof:
  - That the rent for a residential unit or manufactured home park is lower than in comparable units or manufactured home parks in the area, or
  - That the landlord completed significant repairs or renovations that were reasonable and necessary and are not likely to recur soon, or
  - Of an unexpected financial loss from operating or purchasing the property or manufactured home park, or
  - That the landlord, as a tenant, has been issued an additional rent increase

The landlord must also submit:

- An [application fee](#): \$200 plus \$5 for each affected unit or manufactured home site, to a maximum of \$500
- The rent history for the property or manufactured home park for the past three years
- Proof of changes to the operating expenses and capital expenditures for a residential property or manufactured home park in the past three years
- Any Residential Tenancy Branch decision about the property or any tenant living on the property during the past 12 months

## 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

- Proof that renovations or repairs were NOT the result of inadequate maintenance
- Information on any changes to services or facilities in the past 12 months

## At the Hearing

Tenants are invited to raise their concerns regarding the landlord's proposed increase. An order approving the increase might be issued where the landlord:

- Can demonstrate the rent for a rental unit is significantly lower than that of similar rental units in the area
- Completed significant repairs or renovations that couldn't reasonably have been foreseen and will not recur within a reasonable period
- Incurred a financial loss from an extraordinary increase in operating expenses
- Incurred a financial loss for the financing costs of purchasing the property that could not reasonably have been foreseen
- As a tenant, has received an additional rent increase for the same rental unit

## After the Hearing

If an order is issued, the landlord must notify affected tenants using one of the approved forms.

The approved increase should be indicated on the form. The landlord must give the tenants three whole rental months' notice before the rent increase comes into effect.