

This brochure outlines just a few of the rights and responsibilities of both landlords and tenants. Please ask for a copy of "A Guide for Landlords and Tenants in British Columbia" for more detailed information on the Residential Tenancy Act.

Visit [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca) for the complete Residential Tenancy Act and Regulation, forms and publications, and dispute resolution proceedings.

**You can also:**

Call an Information Officer or listen to our 24 Hour Recorded Information Line:

Lower Mainland: 604-660-1020

Victoria: 250-387-1602

Elsewhere in BC: 1-800-665-8779

**Visit the RTB office nearest you:**

Burnaby: 400-5021 Kingsway

9:00 a.m. to 4:00 p.m., Monday to Friday.

*Residential Tenancy Branch*  
Office of Housing & Construction Standards



## What Every Landlord and Tenant Needs to Know

### A Glance at the Residential Tenancy Act and Regulation



#### BEGINNING OF THE TENANCY

##### Tenancy Agreement

A tenancy agreement must be made in writing.

A copy of the agreement must be given to the tenant within 21 days of entering into the agreement.

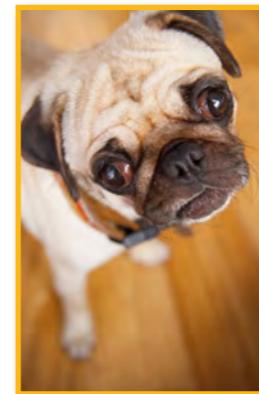
Changes to the tenancy agreement can only be made by mutual consent and should be documented in writing.

##### Security and Pet Damage Deposits

Neither the security deposit nor the pet damage deposit can be more than one half a month's rent.

A landlord can only ask for one pet damage deposit no matter how many pets are allowed.

A pet damage deposit can be requested if written permission to have a pet is given after the start of the tenancy.



##### Moving In Condition Inspection

The landlord and tenant must do a condition inspection together before the tenant moves in or when a pet is allowed during the term of a tenancy.

They must both sign a condition inspection report listing all damages that exist when the tenant moves in.

The report will be used as a reference if a claim for damage is made at the end of a tenancy.

The landlord must give a copy of the condition inspection report to the tenant.

The landlord must provide clean premises with appliances in good working order at the time the tenant moves in.

##### Safety

If requested by the tenant, the landlord must change the locks when a tenancy starts.

The landlord must provide the tenant with a 24 hour emergency contact name and phone number.

The landlord and the tenant must not change the locks during the tenancy unless they both agree in writing or have an Order to do so.



## DURING THE TENANCY

### Rent

The tenant must pay the rent on or before the day it is due.

The landlord can give a 10-day notice for non-payment of rent on any day after rent is due.

The tenant cannot use the security or pet damage deposits as rent unless the landlord agrees in writing.

The landlord must issue a notice of rent increase three rental periods prior to the rent increase taking place. The landlord must use the "Notice of Rent Increase" approved form and may only raise the rent once in any 12-month period.

### Maintenance

The landlord must keep the rental unit in a condition of repair that complies with health, housing, and safety standards and do emergency repairs without delay.



The tenant must keep the rental unit clean and sanitary and repair any damages caused by them, or a guest.

The tenant should inform the landlord in writing of needed repairs, and contact the landlord without delay for emergency repairs.

### Entering the Unit

The landlord must provide written notice to enter the rental unit unless the tenant agrees to a verbal request.

The written notice for entry must be at least 24 hours and not more than 30 days before the time of entry.

If proper notice is given or in the event of an emergency, the landlord may enter the rental unit whether or not the tenant is present.



### Quiet Enjoyment

The landlord is responsible for ensuring that the tenant has quiet enjoyment of the rental unit.

The tenant and guests must not interfere with or unreasonably disturb another occupant, neighbours, or the landlord.

## ENDING THE TENANCY

### Notices

Verbal notice is not enforceable. The tenant must provide written notice to end the tenancy before the day the rent is due.

The landlord must provide written notice using an approved form to end the tenancy.

The Landlord can use the following notices as appropriate:

- 10-day notice for unpaid rent or utilities.
- One-month notice for cause. A list of causes can be found on the notice.
- Two-month notice for landlord's use of property. This applies when the landlord plans to move in, do major repairs, convert the unit or has sold the property and the new owner, or a close family member intends to live in the rental unit. The tenant must be compensated to an amount equal to one month's rent on or before the last day of the tenancy.

### Moving Out Condition Inspection

The landlord and tenant must do a move-out condition inspection at the end of a tenancy, when the rental unit is vacant.



### Return of Deposits

Within 15 days from the end of the tenancy or receiving the tenant's forwarding address in writing, whichever is the later, the landlord must:

- a) Return the deposit(s) or
- b) Apply for dispute resolution to keep all or part of the deposit(s) or
- c) Get the tenant's written consent to keep all or part of the deposit(s).

The tenant must provide a forwarding address in writing before the landlord has an obligation to return the deposit.

## DISPUTE RESOLUTION

Both the tenant and landlord have the right to apply for dispute resolution.

Orders and decisions made by a dispute resolution officer are final and binding.



## NOTES:
