

**The Residential Tenancies Act – The following information is intended as a brief explanation.**

**Please refer to the Act for the actual provisions.**

<p><b>Deposits</b></p> <ul style="list-style-type: none"><li>○ A landlord may collect a security deposit; a landlord who allows a tenant to have a pet may also collect a pet damage deposit.</li><li>○ A deposit cannot be more than one half of one month's rent.</li><li>○ For rental units in subsidized housing, the amount of the deposit cannot be more than one half of the rent payable before the reduction on account of the subsidy.</li><li>○ The landlord is entitled to hold the deposit for the length of the tenancy.</li><li>○ The tenant is entitled to interest on the deposit from the date the deposit is paid to the date it is paid back, or ordered to be paid back.</li><li>○ The deposit can only be used for the last month's rent with the consent of the landlord.</li></ul>	<p><b>Rent Increases</b></p> <ul style="list-style-type: none"><li>○ In most cases, a landlord can legally increase the rent only once every 12 months.</li><li>○ A landlord must give a tenant three months' written notice of a rent increase.</li><li>○ Each year, the government sets a limit on the amount that rents can be increased. This limit is called a rent increase guideline. The guideline applies to most rental units.</li><li>○ Tenants have the right to object to any rent increase, whether the increase is above, below or equal to the guideline.</li><li>○ Landlords who want to increase the rent by more than the guideline must receive approval from the Residential Tenancies Branch.</li></ul>
<p><b>Landlord Responsibilities</b></p> <ul style="list-style-type: none"><li>○ provide a written receipt when rent is paid in cash (automatic debit or pre-authorized remittance are considered cash payments);</li><li>○ maintain the appearance of the rental unit in proper condition considering the length of time of the tenancy;</li><li>○ do repairs and keep the unit in good condition;</li><li>○ pay utility bills for essential services that are included in the rent (e.g. heat, gas, electricity, hot and cold water) so that service is not disconnected for non-payment;</li><li>○ do not interfere with the supply of essential services;</li><li>○ allow a tenant to enjoy the use of the rental unit and the residential complex for residential purposes;</li><li>○ investigate complaints of disturbance or endangering of safety as soon as possible and try to resolve the problem;</li><li>○ provide and maintain sufficient doors and locks to make a rental unit reasonably secure.</li></ul>	<p><b>Right of Entry</b></p> <ul style="list-style-type: none"><li>○ A landlord usually needs to give a tenant written notice before they go into a suite.</li><li>○ The landlord must give the tenant at least 24 hours, but not more than two weeks' notice.</li><li>○ If there is a good reason that the landlord should not enter as shown in the notice, the tenant should let the landlord know. But, the tenant must allow the landlord to go in on another day or time.</li><li>○ A landlord may enter, after giving proper notice, to carry out responsibilities like repairs.</li><li>○ A landlord may enter without notice if there is an emergency or to show the premises to potential renters after a tenant has given or been given notice to move out.</li><li>○ A landlord or tenant must not change the lock to a rental unit without the other's consent.</li></ul>
<p><b>Tenant Responsibilities</b></p> <ul style="list-style-type: none"><li>○ pay the rent on time;</li><li>○ keep the rental unit and the residential complex clean;</li><li>○ take reasonable care not to damage the rental unit and the residential complex;</li><li>○ do not disturb others in the residential complex or neighbouring property;</li><li>○ do not endanger the safety of others in the building;</li><li>○ make sure that the people invited into the rental unit or residential complex do not cause damage or disturb or endanger the safety of others;</li><li>○ obey the landlord's reasonable rules and regulations;</li><li>○ notify the landlord of necessary repairs.</li></ul>	<p><b>Ending the Tenancy</b></p> <p><b>Tenants</b></p> <ul style="list-style-type: none"><li>○ To end a month-to-month tenancy, notice must be given on or before the last day of a rental payment period to take effect on the last day of the next period.</li><li>○ A fixed-term agreement (e.g. one year lease) cannot usually be terminated during the term; there are some exceptions – contact the Branch for information.</li></ul> <p><b>Landlords</b></p> <ul style="list-style-type: none"><li>○ Landlords may only terminate tenancies for cause (e.g. non-payment of rent, nuisance or damage) or if they require the rental unit for their own use or for renovations or demolition.</li><li>○ The length of notice required varies – contact the Branch for information.</li></ul>