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Residential Tenancy Act

RESIDENTIAL TENANCY REGULATION

[includes amendments up to B.C. Reg. 249/2008, September 9, 2008]

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Part 1 — General

Definitions

1 In this regulation, **"Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78.

Exemptions from the Act

2 Rental units operated by the following are exempt from the requirements of sections 34 (2), 41, 42 and 43 of the Act *[assignment and subletting, rent increases]* if the rent of the units is related to the tenant's income:

(a) the British Columbia Housing Management Commission;

(b) the Canada Mortgage and Housing Corporation;

(c) the City of Vancouver;

(d) the City of Vancouver Public Housing Corporation;

(e) Metro Vancouver Housing Corporation;

(f) the Capital Region Housing Corporation;

(g) any housing society or non-profit municipal housing corporation that has an agreement regarding the operation of residential property with the following:

(i) the government of British Columbia;

(ii) the British Columbia Housing Management Commission;

(iii) the Canada Mortgage and Housing Corporation.

[am. B.C. Reg. 249/2008.]

Definition of "unconscionable"

3 For the purposes of section 6 (3) (b) of the Act *[unenforceable term]*, a term of a tenancy agreement is "unconscionable" if the term is oppressive or grossly unfair to one party.

Public housing bodies

3.1 The persons and organizations set out in section 2 (a) to (g) of this regulation are prescribed as public housing bodies for the purposes of section 49.1 of the Act.

[en. B.C. Reg. 234/2006, s. 11.]

Interest payable on security deposits and pet damage deposits

4 The rate of interest under section 38 (1) (c) of the Act *[return of deposits]* that is payable to a tenant on a security deposit or pet damage deposit is 4.5% below the prime lending rate of the principal banker to the Province on the first day of each calendar year, compounded annually.

Prohibited fees

5 (1) A landlord must not charge a guest fee, whether or not the guest stays overnight.

(2) A landlord must not charge a fee for replacement keys or other access devices if the replacement is required because the landlord changed the locks or other means of access.

Refundable fees charged by landlord

6 (1) If a landlord provides a tenant with a key or other access device, the landlord may charge a fee that is

(a) refundable upon return of the key or access device, and

(b) no greater than the direct cost of replacing the key or access device.

(2) A landlord must not charge a fee described in subsection (1) if the key or access device is the tenant's sole means of access to the residential property.

Non-refundable fees charged by landlord

7 (1) A landlord may charge any of the following non-refundable fees:

(a) direct cost of replacing keys or other access devices;

(b) direct cost of additional keys or other access devices requested by the tenant;

(c) a service fee charged by a financial institution to the landlord for the return of a tenant's cheque;

(d) subject to subsection (2), an administration fee of not more than $25 for the return of a tenant's cheque by a financial institution or for late payment of rent;

(e) subject to subsection (2), a fee that does not exceed the greater of $15 and 3% of the monthly rent for the tenant moving between rental units within the residential property, if the tenant requested the move;

(f) a move-in or move-out fee charged by a strata corporation to the landlord;

(g) a fee for services or facilities requested by the tenant, if those services or facilities are not required to be provided under the tenancy agreement.

(2) A landlord must not charge the fee described in paragraph (1) (d) or (e) unless the tenancy agreement provides for that fee.

Fee for starting application for dispute resolution

8 For the purposes of section 59 (2) (c) of the Act *[starting dispute resolution]*, an applicant for dispute resolution must pay the following fees:

(a) for an application for a rent increase above the regulated limit, $200 plus $5 for each rental unit, to a maximum of $500;

(b) for a monetary application if the amount sought is in excess of $5 000, $100;

(c) for any other application, $50.

[am. B.C. Reg. 234/2006, s. 12.]

Fee for application for a review hearing

9 For the purposes of section 79 (3) (b) of the Act *[application for review]*, an applicant for a review hearing must pay a fee of $25.

Administration of trust accounts

10 (1) For the purposes of section 65 (2) of the Act *[recovery of costs]*, **"costs"** means

(a) the direct costs of the director's administration of an order under section 65 (1) (a) of the Act *[rent paid to director]*,

(b) $100 for the cost of establishing each trust account, and

(c) $5 for each transaction in the trust account.

(2) The director may reduce any of the costs set out in subsection (1) if there are insufficient funds in the trust account.

(3) For the purposes of section 65 (3) of the Act *[payment to landlord]*, interest is payable at the rate of 4.5% below the prime lending rate of the principal banker to the Province on the first day of each calendar year, compounded annually, on any trust account that remains open for a period longer than one year.

[am. B.C. Reg. 234/2006, s. 13.]

Part 2 — Requirements for Tenancy Agreements

Tenancy agreement must comply with Act

11 A landlord must ensure that any tenancy agreement entered into or renewed by the landlord on or after the date the Act comes into force complies with this Part.

Disclosure and form of agreement

12 (1) A landlord must ensure that a tenancy agreement is

(a) in writing,

(b) signed and dated by both the landlord and the tenant,

(c) in type no smaller than 8 point, and

(d) written so as to be easily read and understood by a reasonable person.

(2) A landlord must ensure that the terms of a tenancy agreement required under section 13 *[requirements for a tenancy agreement]* of the Act and section 13 *[standard terms]* of this regulation are set out in the tenancy agreement in a manner that makes them clearly distinguishable from terms that are not required under those sections.

[am. B.C. Reg. 234/2006, s. 14.]

Standard terms that must be included in a tenancy agreement

13 (1) A landlord must ensure that a tenancy agreement contains the standard terms.

(1.1) The terms set out in the schedule are prescribed as the standard terms.

(2) A landlord of a rental unit referred to in section 2 *[exemptions from the Act]* is not required to include the following in a tenancy agreement:

(a) section 2 of the Schedule *[security and pet damage deposit]* if the landlord does not require payment of a security deposit or a pet damage deposit;

(b) sections 6 and 7 of the Schedule *[rent increase, assign or sublet]*.

[am. B.C. Reg. 234/2006, s. 15.]

Part 3 — Condition Inspections

Rental unit to be empty

14 The landlord and tenant must complete a condition inspection described in section 23 or 35 of the Act *[condition inspections]* when the rental unit is empty of the tenant's possessions, unless the parties agree on a different time.

Tenant may appoint an agent

15 (1) The tenant may appoint an agent to act on his or her behalf to attend a condition inspection and sign a condition inspection report described in section 23 or 35 of the Act.

(2) The tenant must advise the landlord, in advance of the condition inspection, that an agent will be acting for the tenant in respect of the condition inspection and condition inspection report.

(3) The landlord must not accept an appointment or act as the tenant's agent for the purposes of subsection (1).

Scheduling of the inspection

16 (1) The landlord and tenant must attempt in good faith to mutually agree on a date and time for a condition inspection.

(2) A condition inspection must be scheduled and conducted between 8 a.m. and 9 p.m., unless the parties agree on a different time.

Two opportunities for inspection

17 (1) A landlord must offer to a tenant a first opportunity to schedule the condition inspection by proposing one or more dates and times.

(2) If the tenant is not available at a time offered under subsection (1),

(a) the tenant may propose an alternative time to the landlord, who must consider this time prior to acting under paragraph (b), and

(b) the landlord must propose a second opportunity, different from the opportunity described in subsection (1), to the tenant by providing the tenant with a notice in the approved form.

(3) When providing each other with an opportunity to schedule a condition inspection, the landlord and tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

Condition inspection report

18 (1) The landlord must give the tenant a copy of the signed condition inspection report

(a) of an inspection made under section 23 of the Act, promptly and in any event within 7 days after the condition inspection is completed, and

(b) of an inspection made under section 35 of the Act, promptly and in any event within 15 days after the later of

(i) the date the condition inspection is completed, and

(ii) the date the landlord receives the tenant's forwarding address in writing.

(2) The landlord must use a service method described in section 88 of the Act *[service of documents]*.

Disclosure and form of the condition inspection report

19 A condition inspection report must be

(a) in writing,

(b) in type no smaller than 8 point, and

(c) written so as to be easily read and understood by a reasonable person.

Standard information that must be included in a condition inspection report

20 (1) A condition inspection report completed under section 23 or 35 of the Act must contain the following information:

(a) the correct legal names of the landlord, the tenant and, if applicable, the tenant's agent;

(b) the address of the rental unit being inspected;

(c) the date on which the tenant is entitled to possession of the rental unit;

(d) the address for service of the landlord;

(e) the date of the condition inspection;

(f) a statement of the state of repair and general condition of each room in the rental unit including, but not limited to, the following as applicable:

(i) entry;

(ii) living rooms;

(iii) kitchen;

(iv) dining room or eating area;

(v) stairs;

(vi) halls;

(vii) bathrooms;

(viii) bedrooms;

(ix) storage;

(x) basement or crawl space;

(xi) other rooms;

(xii) exterior, including balcony, patio and yard;

(xiii) garage or parking area;

(g) a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the tenancy agreement;

(h) any other items which the landlord and tenant agree should be included;

(i) a statement identifying any damage or items in need of maintenance or repair;

(j) appropriate space for the tenant to indicate agreement or disagreement with the landlord's assessment of any item of the condition of the rental unit and contents, and any additional comments;

(k) the following statement, to be completed by the tenant:

I, ...
Tenant's name

[ ] agree that this report fairly represents the condition of the rental unit.

[ ] do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

.....
.....

(l) a space for the signature of both the landlord and tenant.

(2) In addition to the information referred to in subsection (1), a condition inspection report completed under section 35 of the Act *[condition inspection: end of tenancy]* must contain the following items in a manner that makes them clearly distinguishable from other information in the report:

(a) a statement itemizing any damage to the rental unit or residential property for which the tenant is responsible;

(b) if agreed upon by the landlord and tenant,

(i) the amount to be deducted from the tenant's security deposit or pet damage deposit,

(ii) the tenant's signature indicating agreement with the deduction, and

(iii) the date on which the tenant signed.

Evidentiary weight of a condition inspection report

21 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the rental unit or residential property on the date of the inspection, unless either the landlord or the tenant has a preponderance of evidence to the contrary.

[am. B.C. Reg. 234/2006, s. 16.]

Part 4 — Rent Increases

Annual rent increase

22 (1) In this section, **"inflation rate"** means the 12 month average percent change in the all-items Consumer Price Index for British Columbia ending in

the July that is most recently available for the calendar year for which a rent increase takes effect.

(2) For the purposes of section 43 (1) (a) of the Act *[amount of rent increase]*, a landlord may impose a rent increase that is no greater than the percentage amount calculated as follows:

percentage amount = inflation rate + 2%

(3) and (4) Repealed. [B.C. Reg. 234/2006, s. 17.]

[am. B.C. Reg. 234/2006, s. 17.]

Additional rent increase

23 (1) A landlord may apply under section 43 (3) of the Act *[additional rent increase]* if one or more of the following apply:

(a) after the rent increase allowed under section 22 *[annual rent increase]*, the rent for the rental unit is significantly lower than the rent payable for other rental units that are similar to, and in the same geographic area as, the rental unit;

(b) the landlord has completed significant repairs or renovations to the residential property in which the rental unit is located that

(i) could not have been foreseen under reasonable circumstances, and

(ii) will not recur within a time period that is reasonable for the repair or renovation;

(c) the landlord has incurred a financial loss from an extraordinary increase in the operating expenses of the residential property;

(d) the landlord, acting reasonably, has incurred a financial loss for the financing costs of purchasing the residential property, if the financing costs could not have been foreseen under reasonable circumstances;

(e) the landlord, as a tenant, has received an additional rent increase under this section for the same rental unit.

(2) If the landlord applies for an increase under paragraph (1) (b), (c), or (d), the landlord must make a single application to increase the rent for all rental units in the residential property by an equal percentage.

(3) The director must consider the following in deciding whether to approve an application for a rent increase under subsection (1):

(a) the rent payable for similar rental units in the residential property immediately before the proposed increase is intended to come into effect;

(b) the rent history for the affected rental unit in the 3 years preceding the date of the application;

(c) a change in a service or facility that the landlord has provided for the residential property in which the rental unit is located in

the 12 months preceding the date of the application;

(d) a change in operating expenses and capital expenditures in the 3 years preceding the date of the application that the director considers relevant and reasonable;

(e) the relationship between the change described in paragraph (d) and the rent increase applied for;

(f) a relevant submission from an affected tenant;

(g) a finding by the director that the landlord has contravened section 32 of the Act *[obligation to repair and maintain]*;

(h) whether, and to what extent, an increase in costs with respect to repair or maintenance of the residential property results from inadequate repair or maintenance in a previous year;

(i) a rent increase or a portion of a rent increase previously approved under this section that is reasonably attributable to the cost of performing a landlord's obligation that has not been fulfilled;

(j) whether the director has set aside a notice to end a tenancy within the 6 months preceding the date of the application;

(k) whether the director has found, in dispute resolution proceedings in relation to an application under this section, that the landlord has

(i) submitted false or misleading evidence, or

(ii) failed to comply with an order of the director for the disclosure of documents.

(4) In considering an application under subsection (1), the director may

(a) grant the application, in full or in part,

(b) refuse the application,

(c) order that the increase granted under subsection (1) be phased in over a period of time, or

(d) order that the effective date of an increase granted under subsection (1) is conditional on the landlord's compliance with an order of the director respecting the residential property.

(5) If the total amount of the approved increase is not applied within 12 months of the date the increase comes into effect, the landlord must not carry forward the unused portion or add it to a future rent increase, unless the director orders otherwise under subsection (4).

[am. B.C. Reg. 234/2006, s. 18.]

Part 5 — Abandonment of Personal Property

Abandonment of personal property

24 (1) A landlord may consider that a tenant has abandoned personal property if

(a) the tenant leaves the personal property on residential property that he or she has vacated after the tenancy agreement has ended, or

(b) subject to subsection (2), the tenant leaves the personal property on residential property

(i) that, for a continuous period of one month, the tenant has not ordinarily occupied and for which he or she has not paid rent, or

(ii) from which the tenant has removed substantially all of his or her personal property.

(2) The landlord is entitled to consider the circumstances described in paragraph (1) (b) as abandonment only if

(a) the landlord receives an express oral or written notice of the tenant's intention not to return to the residential property, or

(b) the circumstances surrounding the giving up of the rental unit are such that the tenant could not reasonably be expected to return to the residential property.

(3) If personal property is abandoned as described in subsections (1) and (2), the landlord may remove the personal property from the residential property, and on removal must deal with it in accordance with this Part.

(4) Subsection (3) does not apply if a landlord and tenant have made an express agreement to the contrary respecting the storage of personal property.

Landlord's obligations

25 (1) The landlord must

(a) store the tenant's personal property in a safe place and manner for a period of not less than 60 days following the date of removal,

(b) keep a written inventory of the property,

(c) keep particulars of the disposition of the property for 2 years following the date of disposition, and

(d) advise a tenant or a tenant's representative who requests the information either that the property is stored or that it has been disposed of.

(2) Despite paragraph (1) (a), the landlord may dispose of the property in a commercially reasonable manner if the landlord reasonably believes that

(a) the property has a total market value of less than $500,

(b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or

(c) the storage of the property would be unsanitary or unsafe.

(3) A court may, on application, determine the value of the property for the purposes of subsection (2).

Tenant's claim for abandoned property

26 (1) If a tenant claims his or her personal property at any time before it is disposed of under section 25 or 29 *[disposal of personal property]*, the landlord may, before returning the property, require the tenant to

(a) reimburse the landlord for his or her reasonable costs of

(i) removing and storing the property, and

(ii) a search required to comply with section 27 *[notice of disposition]*, and

(b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

(2) If a tenant makes a claim under subsection (1), but does not pay the landlord the amount owed, the landlord may dispose of the property as provided by this Part.

Notice of disposition

27 (1) For the purposes of this section:

"financing statement"has the same meaning as in the *Personal Property Security Act*;

"security interest"has the same meaning as in the *Personal Property Security Act*;

"serial number"has the same meaning as in section 10 of the Personal Property Security Regulation *[collateral described by serial number]* made under the *Personal Property Security Act*.

(2) Not less than 30 days before disposing of an item of personal property referred to in section 24, the landlord must

(a) give notice of disposition to any person who

(i) has registered a financing statement in the Personal Property Registry using the name of the tenant or the serial number of the property, and

(ii) to the knowledge of the landlord, claims an interest in the property, and

(b) publish the notice in a newspaper published in the area in which the residential property is situated.

(3) The notice referred to in subsection (2) must contain

(a) the name of the tenant,

(b) a description of the property to be sold,

(c) the address of the residential property,

(d) the name and address of the landlord, and

(e) a statement that the landlord will dispose of the property unless the person being notified takes possession of the property, establishes a right to possession of it or makes an application to the court to establish such a right within 30 days from the date the notice is served on that person.

(4) The notice referred to in subsection (2) must be given in accordance with section 72 of the *Personal Property Security Act[service of statements, notices and demands]*.

Holder of a security interest

28 (1) When a notice referred to in section 27 (2) has been served on a person who holds a security interest, the tenant is deemed to be in default of the obligation secured.

(2) Before taking possession of the property, the person who holds a security interest must pay to the landlord moving and storage charges incurred by the landlord under this Part.

Disposal of personal property

29 (1) For the purposes of this section, **"administrator"** has the same meaning as in the *Unclaimed Property Act*.

(2) If a landlord has complied with section 25 *[landlord's obligations]*, the landlord may dispose of the property in a commercially reasonable manner unless, during the 60 days referred to in that section,

(a) a person referred to in section 27 (2) *[person entitled to notice of disposition]* who has been given a notice as provided in that section has taken or demanded possession of the property,

(b) a person who holds a security interest in the property has taken or demanded possession of the property, or

(c) a person claiming an interest in the property has made an application under subsection (7) or has brought an action to establish his or her interest in or right to possession of the property and the landlord has been notified of the application or action.

(3) If a landlord disposes of personal property under subsection (2), he or she may retain proceeds of the sale sufficient to

(a) reimburse the landlord for his or her reasonable costs of

(i) removing, storing, advertising and disposing of the property, and

(ii) a search required to comply with section 27 *[notice of disposition]*, and

(b) satisfy any amounts payable by the tenant to the landlord under this Act or a tenancy agreement.

(4) If any amount remains after payments are made under subsection (3), the landlord must pay the balance to the administrator, who must follow the procedure for an unclaimed money deposit set out in the *Unclaimed Property Act*.

(5) If a landlord pays money to the administrator under this section, the landlord must give the administrator a copy of the inventory of the personal property disposed of and written particulars of the disposition.

(6) The purchaser of personal property disposed of in accordance with this Part acquires a marketable title free of all encumbrances on payment of the taxes owing in relation to the personal property or the sale.

(7) On the application of an interested person, a court may make an order

(a) prohibiting or postponing disposition of the property under this section on any conditions the court considers appropriate,

(b) determining the right of a person claiming an interest in or right to possession of the property or the right of the landlord to dispose of it, or

(c) that an action be brought or an issue be tried.

[am. B.C. Reg. 234/2006, s. 19.]

Landlord's duty of care

30 When dealing with a tenant's personal property under this Part, a landlord must exercise reasonable care and caution required by the nature of the property and the circumstances to ensure that the property does not deteriorate and is not damaged, lost or stolen as a result of an inappropriate method of removal or an unsuitable place of storage.

Repealed

31 Repealed. [B.C. Reg. 234/2006, s. 20.]

Part 6 — Penalties

Offence penalties

32 A person who contravenes any of the following sections commits an offence and is liable on conviction to a fine of not more than $5 000:

(a) section 5 (1) *[guest fee prohibited]*;

(b) section 6 (2) *[fee for sole means of access prohibited]*;

(c) section 11 *[agreement must comply with Act]*;

(d) section 12 *[disclosure and form of agreement]*;

(e) section 13 (1) *[agreement must include standard terms]*.

[am. B.C. Reg. 234/2006, s. 21.]

Opportunity to be heard

33 (1) An opportunity to be heard provided for the purposes of section 94.1 (2) (a) of the Act may be, as the director considers appropriate in the circumstances,

(a) in writing, including by facsimile transmission or electronic mail,

(b) in person, or

(c) by video conference, audio conference, telephone or other electronic means, if available.

(2) The director must give notice of an opportunity under subsection (1), which notice must include the following information:

(a) the provision of the Act or regulations the person is alleged to have contravened or the decision or order of the director with which the person is alleged to have failed to comply and the particulars of the alleged contravention or failure;

(b) the due date for written submissions or the time, date, place and manner of hearing.

(3) A notice under subsection (2) must be given not less than 21 days before the due date of a submission under subsection (1) (a) or the date of a hearing under subsection (1) (b) or (c).

(4) On application, the director may change a time or date specified under subsection (2) (b).

[en. B.C. Reg. 60/2008, Sch. s. 2.]

Consequences of failing to appear or provide submissions

34 If a person who is given notice under section 33 (2) of this regulation fails to provide submissions or to appear when required by the notice or under section 33 (4), as applicable, the director may proceed without further notice to make an order under section 94.1 of the Act in respect of the person.

[en. B.C. Reg. 60/2008, Sch. s. 2.]

Payment of administrative monetary penalty

35 An administrative penalty must be paid within 60 days after the date of the order under section 94.1 of the Act to which it relates.

[en. B.C. Reg. 60/2008, Sch. s. 2.]

Limitation period for administrative penalties

36 (1) A notice under section 33 (2) must not be sent more than 2 years after the facts on which it is based first came to the knowledge of the director.

(2) A document purporting to have been issued by the director, certifying the date on which the director became aware of the facts referred to in subsection (1),

(a) is admissible without proof of the signature or official character of the person appearing to have signed the certificate, and

(b) is proof of the certified date unless there is evidence to the contrary.

[en. B.C. Reg. 60/2008, Sch. s. 2.]

Agreement terms

37 (1) An agreement under section 94.1 (4) of the Act must set out the following information:

(a) the names and addresses of both parties;

(b) the date of the agreement;

(c) the address where the contravention referred to in section 94.1 (1) (a) of the Act occurred or in respect of which the order or decision referred to in section 94.1 (1) (b) of the Act was made.

(2) An agreement under section 94.1 of the Act must include the following terms and conditions:

(a) the actions the person liable for the administrative penalty will take under the agreement;

(b) the date by which those actions must be carried out;

(c) the amount by which the administrative penalty will be reduced or that the administrative penalty will be cancelled, if those actions are carried out by that date;

(d) that the full amount of the administrative penalty imposed under section 94.1 of the Act is payable on the date under paragraph (b) if the actions are not carried out as required or by that date.

[en. B.C. Reg. 60/2008, Sch. s. 2.]

Schedule

[am. B.C. Reg. 234/2006, s. 22.]

Application of the *Residential Tenancy Act*

1 (1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

(2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.

(3) The requirement for agreement under subsection (2) does not apply to the following:

(a) a rent increase given in accordance with the *Residential Tenancy Act*;

(b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*;

(c) a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.

Security deposit and pet damage deposit

2 (1) The landlord agrees

(a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,

(b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and

(c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless

(i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

(ii) the landlord makes an application for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

(2) The 15 day period starts on the later of

(a) the date the tenancy ends, or

(b) the date the landlord receives the tenant's forwarding address in writing.

(3) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

(4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

Pets

3 Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Animal Act*.

Condition inspections

4 (1) In accordance with sections 23 and 35 of the Act *[condition inspections]* and Part 3 of the regulation *[condition inspections]*, the landlord and tenant must inspect the condition of the rental unit together

(a) when the tenant is entitled to possession,

(b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and

(c) at the end of the tenancy.

(2) The landlord and tenant may agree on a different day for the condition inspection.

(3) The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the *Residential Tenancy Act*.

(4) A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the *Residential Tenancy Act*.

Payment of rent

5 (1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

(2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

(3) The landlord must give the tenant a receipt for rent paid in cash.

(4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

Rent increase

6 (1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or Government Agent.

(2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

(3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance.

(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

Assign or sublet

7 (1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

(2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the *Residential Tenancy Act*.

Repairs

8 (1) Landlord's obligations:

(a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

(b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

(2) Tenant's obligations:

(a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The

tenant is not responsible for repairs for reasonable wear and tear to the residential property.

(b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(3) Emergency repairs:

(a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

(b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

(c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.

(d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit, or

(v) the electrical systems.

Occupants and guests

9 (1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.

(2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

(3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under the *Residential Tenancy Act*.

Locks

10 (1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.

(2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.

(3) The tenant must not change locks or other means of access to

(a) common areas of residential property, unless the landlord consents to the change, or

(b) his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

Landlord's entry into rental unit

11 (1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.

(2) The landlord may enter the rental unit only if one of the following applies:

(a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

(i) the purpose for entering, which must be reasonable, and

(ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

(b) there is an emergency and the entry is necessary to protect life or property;

(c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

(d) the tenant has abandoned the rental unit;

(e) the landlord has an order of the director or of a court saying the landlord may enter the rental unit;

(f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

(3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).

(4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

Ending the tenancy

12 (1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]

(2) This notice must be in writing and must

(a) include the address of the rental unit,

(b) include the date the tenancy is to end,

(c) be signed and dated by the tenant, and

(d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

(3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.

(4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

(5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

(6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

Landlord to give tenancy agreement to tenant

13 The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

Dispute resolution

14 Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the *Residential Tenancy Act*.

Note: *this regulation repeals B.C. Regs. 161/2000, 264/98, 370/99, 125/2001 and 49/96.*

[Provisions of the *Residential Tenancy Act*, S.B.C. 2002, c. 78, relevant to the enactment of this regulation: sections 97, 104 and 115]

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