Residential Tenancy Agreement

Important Notes: **#RTB–1**

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

HOW TO COMPLETE THIS FORM ELECTRONICALLY: If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink)* or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you ***cannot save*** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require ***before*** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) *RTB-26 used & attached:* ☐

RESIDENTIAL TENANCY AGREEMENT between: *(use full, correct legal names)*

the LANDLORD(S): *(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)*

last name	first and middle name(s)

last name	first and middle name(s)

and the TENANT(S):

last name	first and middle name(s)

last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(s) *(called the '**rental unit**' in this agreement)*:

unit	address	city	province	postal code
			B.C.	

ADDRESS FOR SERVICE of the ☐ **landlord** ☐ **landlord's agent:**

unit	address	city	province	postal code

daytime phone number	other phone number	fax number for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

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 terms. 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:

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*, or

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

2. LENGTH OF TENANCY *(please fill in the dates and times in the spaces provided)*

This tenancy starts on: _____ (day) _____ (month) _____ (year)

Length of tenancy: *(please check a, b or c and provide additional information as requested)*

This tenancy is:

☐ a) **on a month-to-month basis**

☐ b) **for a fixed length of time**: _____ (length of time) **ending on**: _____ (day) _____ (month) _____ (year)

At the end of this fixed length of time : *(please check one option, i or ii)*

☐ i) the tenancy may continue on a month-to-month basis or another fixed length of time

☐ ii) the tenancy ends and the tenant must move out of the residential unit

If you choose this option, both the landlord and tenant must initial in the boxes to the right. →

Landlord's Initials	***Tenant's Initials***

☐ c) **other periodic tenancy as indicated below:**

☐ weekly ☐ bi-weekly ☐ other: _____

3. RENT *(please fill in the information in the spaces provided)*

a) **Payment of Rent:**

The tenant will pay the rent of $ _____ each *(check one)* ☐ day ☐ week ☐ month to the landlord on the first day of the rental period which falls on the *(due date, e.g., 1st, 2nd, 3rd, ... 31st)* _____ day of each *(check one)* ☐ day ☐ week ☐ month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) **What is included in the rent:** *(Check only those that are included and provide additional information, if needed.)*

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

☐ Water	☐ Stove and Oven	☐ Window Coverings	☐ Storage
☐ Electricity	☐ Dishwasher	☐ Cablevision	☐ Garbage Collection
☐ Heat	☐ Refrigerator	☐ Laundry (free)	☐ Parking for _____ vehicle(s)
☐ Furniture	☐ Carpets	☐ Sheets and Towels	☐ Other: _____

☐ Additional Information: _____

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant **is required to pay** a security deposit of $ _____

by _____ _____ _____

day month year

B. Pet Damage Deposit ☐ **not applicable**

The tenant is **required to pay** a pet damage deposit of $ _____

by _____ _____ _____

day month year

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 applies 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.

5. PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

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 tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

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.

8. RENT INCREASE

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

9. ASSIGN OR SUBLET

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 apply for dispute resolution under the *Residential Tenancy Act.*

10. REPAIRS

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 seek an arbitrator's order under the *Residential Tenancy Act* 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 the tenant. The tenant is not responsible 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 seek a monetary order through dispute resolution under the *Residential Tenancy Act* 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.

11. OCCUPANTS AND GUESTS

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 through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

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 consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

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 an arbitraor or 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. ENDING THE TENANCY

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 Branch.
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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Tenancy Act*.

17. ADDITIONAL TERMS

a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.

b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

c) Attached to this tenancy agreement, there ☐ *is* ☐ *is not* an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: _____ *Number of additional terms in the Addendum:* _____

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): *(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)*

last name _____ first and middle name(s) _____

Signature: _____ **Date:** _____

last name _____ first and middle name(s) _____

Signature: _____ **Date:** _____

TENANT(S):

last name _____ first and middle name(s) _____

Signature: _____ **Date:** _____

last name _____ first and middle name(s) _____

Signature: _____ **Date:** _____

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602