

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 Residential Tenancy Act (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 (#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)*

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

and the TENANT(S):

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="B.C."/>	<input type="text"/>
unit	address	city	province	postal code

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit	address	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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 a dispute resolution officer'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: ending on:
length of time 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.

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Water | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Window Coverings | <input type="checkbox"/> Storage |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Cablevision | <input type="checkbox"/> Garbage Collection |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Laundry (free) | <input type="checkbox"/> Parking for <input type="text"/> vehicle(s) |
| <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Additional Information: <input type="text"/> | | | |

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 Animal 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 Office or Service BC-Government Agent 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 a dispute resolution officer'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 a dispute resolution officer 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 a dispute resolution officer 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 a dispute resolution officer'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 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.

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.rto.gov.bc.ca

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

FORM DIRECTIONS: If you are accessing this agreement from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response 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. It's important to note that 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.

This form is used by the landlord to notify a tenant of a rent increase. The landlord must give the tenant at least three months notice. See page 2 for further information.

A. TO THE TENANT(S):

Full Name(s):

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

last name

first name

middle name(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

last name

first name

middle name(s)

Mailing Address and Phone:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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site number

box number

street number

street name

<input type="text"/>	<input type="text"/>	<input type="text"/>	(<input type="text"/>)	<input type="text"/>	(<input type="text"/>)	<input type="text"/>
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city

province

postal code

home phone

business phone

Rental Address: (if different from above)

<input type="text"/>

B. FROM THE LANDLORD: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

Full Name:

<input type="text"/>	<input type="text"/>	<input type="text"/>
----------------------	----------------------	----------------------

last name

first name

middle name(s)

Mailing Address and Phone:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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site number

box number

street number

street name

<input type="text"/>	<input type="text"/>	<input type="text"/>	(<input type="text"/>)	<input type="text"/>	(<input type="text"/>)	<input type="text"/>
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city

province

postal code

home phone

business phone

FOR MORE INFORMATION

RTB website: www.rto.gov.bc.ca

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

C. NOTICE OF RENT INCREASE:

1) **Date of Last Rent Increase:** (landlord to complete either option a or b)

a) the date your last rent increase came into effect was:
day month year

b) As this is your first rent increase, the date your rent was established:
day month year

2) **Amount of Rent Increase:**

• The current rent is: \$ weekly monthly other:

• The rent increase is \$ weekly monthly other:

• **Your new rent will be:** \$ weekly monthly other:

• **Your new rent is payable starting on:**
day month year

D. LANDLORD'S SIGNATURE: The information provided on this form is true and correct.

Landlord's Name: (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name

first name

middle name(s)

Landlord's Signature: _____ **Date:** _____

INFORMATION FOR LANDLORDS and TENANTS

GIVING A NOTICE OF RENT INCREASE UNDER THE RESIDENTIAL TENANCY ACT (RTA)

- 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(s) or 12 months after the date of the last legal rent increase for the tenant(s), even if there is a new landlord or a new tenant by way of an assignment.
- A landlord must give a tenant at least 3 whole month's notice, in writing, of a rent increase. *For example, if the rent is due on the first day of the month and the tenant is given notice any time in January, even January 1st, there must be 3 whole months before the rent increase begins. In this example, the months are February, March, and April, so the rent increase would begin on May 1st. The landlord must use this form, Notice of Rent Increase, and must serve according to the Residential Tenancy Act.*
- It is an offence for a landlord or a landlord's agent to collect a rent increase in any other way other than in accordance with Part 3 of the Residential Tenancy Act.
- A notice sent by mail (which is one method of service) is deemed to be received on the 5th day after it was mailed. *For example, a rent increase given personally to a tenant on or before January 31st, could be effective May 1st; a rent increase given by registered mail should be mailed on or before January 26th for the increase to be effective on May 1st.*
- A tenant may not apply for dispute resolution to dispute a rent increase that complies with Part 3 of the RTA.
- A landlord may only impose a rent increase up to the amount calculated in accordance with the regulations or as ordered by a dispute resolution officer. If a tenant believes that the rent increase is more than allowed by the regulations, the tenant may contact the Residential Tenancy Branch for assistance.
- For further information on rent increases, see Part 3 of the Residential Tenancy Act and Part 4 of the Residential Tenancy Regulation. You may also call the recorded 24-hour information line or visit the B.C. Government Web site to find out how to contact a Residential Tenancy Branch or to get more information (this information is at the bottom of page 1).

SEE INSTRUCTIONS FOR COMPLETING FORM ON LAST PAGE

#RTB – 27

A. LEGAL NAME OF LANDLORD (if entry is a business name, enter the full legal business name)

E. POSSESSION DATE

last name, first & middle names

day month year

B. LANDLORD'S ADDRESS FOR SERVICE

F. MOVE-IN INSPECTION DATE

unit # street address city province postal code

day month year

C. LEGAL NAME OF TENANT

G. MOVE-OUT DATE

last name, first & middle names

day month year

D. ADDRESS OF RENTAL UNIT

H. MOVE-OUT INSPECTION DATE

unit # street address city province postal code

day month year

I. LEGAL NAME OF TENANT'S AGENT (if applicable)

On Move-In On Move-Out

Condition Codes: ✓ = Good F = Fair P = Poor M = Missing	D = Damaged S = Scratched B = Broken DT = Dirty ST = Stained	Condition at Beginning of Tenancy		Condition at End of Tenancy	
		COMMENT	CODE	COMMENT	CODE

J. ENTRY	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
	Floor Carpet				
K. KITCHEN	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Countertop				
	Cabinets and Doors				
	Stove/Stove Top				
	Oven				
	Exhaust Hood and Fan				
	Taps, Sink and Stoppers				
	Refrigerator				
	Crisper/Shelves				
	Freezer				
	Door/Exterior				
	Closet(s)				
	Dishwasher				
	Lighting Fixtures/Bulbs				
Windows/Coverings/Screens					
Electrical Outlets					
L. LIVING ROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Air Conditioner/Cover				
	Fireplace				
	TV Cable/Adaptor				
	Closet(s)				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				

		COMMENT	CODE	COMMENT	CODE
M. DINING ROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Window/Coverings/Screens				
	Electrical Outlets				
N. STAIRWELL and HALL	Treads and Landings				
	Railing/Bannister				
	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
Electrical Outlets					
O. MAIN BATHROOM	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Cabinets and Mirror				
	Tub/Shower/Taps/Stopper				
	Sink/Stopper/Taps				
	Toilet				
	Door				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
P. MASTER BEDROOM (1)	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
Electrical Outlets					
Q. BEDROOM (2)	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Closet(s)				
	Doors				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
Electrical Outlets					
R. EXTERIOR	Front and Rear Entrances				
	Patio/Balcony Doors				
	Garbage Containers				
	Glass and Frames				
	Stucco and/or Siding				
	Lighting Fixtures/Bulbs				
	Grounds and Walks				
Electrical Outlets					
S. UTILITY ROOM	Washer/Dryer				
	Electrical Outlets				
T. GARAGE OR PARKING AREA	Electrical Outlets				

		COMMENT	CODE	COMMENT	CODE
U. BASEMENT	Stair and Stairwell				
	Walls and Floor/Carpet				
	Furnace, Water Heater, Plumbing				
	Windows/Coverings/Screens				
	Lighting Fixtures/Bulbs				
	Electrical Outlets				
V. STORAGE					
W. KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	# ISSUED AT START OF TENANCY		# RETURNED AT END OF TENANCY	
	Building Entrance Keys				
	Rental Unit Entrance Main Locks				
	Rental Unit Deadbolt				
	Parking Remote Control				

START OF TENANCY

X. Repairs to be completed at start of tenancy: (list repairs)

Y. 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:

END OF TENANCY

Z. Damage to rental unit or residential property for which the tenant is responsible:

1. 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:

2. I _____ **agree to the following deductions from my security and/or pet damage deposit:**

Security Deposit: _____ Pet Damage Deposit: _____

Date (dd/mm/yy): _____ Signature of Tenant: _____

3. Landlord's Signature: (on Move-In) _____ (on Move-Out) _____

4. Tenant's Signature: (on Move-In) _____ (on Move-Out) _____

5. Tenant's Forwarding Address:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit #	street address	city	province	postal code

6. Landlord Name & Address at End of Tenancy:

last name, first & middle names (if entry for landlord is a business name, enter full legal business name)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit #	street address	city	province	postal code

INSTRUCTIONS FOR COMPLETING RENTAL UNIT CONDITION REPORT

The landlord and tenant or their representatives are to view the condition of the rental unit together and record the condition of the rental unit at the time of move-in and at the time of move-out by the tenant.

This form is provided as a sample only. If this form is not used, landlords and tenants must ensure that their form complies with the Residential Tenancy Regulation (Part 3, sections 19 & 20).

If the landlord or tenant complete improvements, it is recommended that a new condition inspection report is completed or an addendum signed by both parties is attached to this report.

At the Start of the Tenancy:

1. Box A: Insert the legal name of the landlord.
2. Box B: Insert the landlord's address for service at the start of the tenancy.
3. Box C: Insert the legal name of the tenant.
4. Box D: Insert the address of the rental unit, including suite or apartment number and street address as set out in the tenancy agreement.
5. Box E: Insert the date the tenant is entitled to possession of the rental unit.
6. Box F: Insert the date the move-in inspection is conducted.
7. Box I: Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
8. Boxes J, K, L, M, N, O, P, Q, R, S, T, U and V: Use the "Comment" and "Code" columns under the heading "Condition at Beginning of Tenancy" to record the code that best describes the condition of the premises at the beginning of the tenancy for each of the rooms or areas of the rental unit listed in these boxes. Under the Code column list the code for the word that best describes the state of repair or damage, and the code that best describes the state of cleanliness of the unit. If condition and cleanliness are both good, use the ✓. If not, only one code for condition and one code for cleanliness (DT or ST), should be used. Use the comment column to provide details, if necessary, to better describe the condition described by the codes. FOR EXAMPLE: if the ceiling had 3 small holes in it and was clean, on the "ceiling" line you would insert in the Code column the code letter "D" to indicate that the ceiling was damaged and would write the words "3 small holes" in the comment column to describe the damage. If the ceiling was also dirty, you would also insert the letters DT in the Code column. Blank lines should be used to add items such as furniture and electrical connections that are not specified on the form. Tenants can use the "comments" column to note any specific disagreement with the landlord's assessment.
9. Box W: Keys and Controls. Use this section to record the number of keys or controls given to the tenants at the beginning of the tenancy. Keys and controls include metal or plastic door keys, and remote controls to open secured parking gates or garage doors.
10. Box X: Use this box to list repairs that need to be done at the start of the tenancy.
11. Box Y: If the tenant disagrees with the report, check "disagree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box. If the tenant agrees with report, check "agree", and sign and date the box.
12. Box 3: The landlord is to sign in this box on move-in, indicating that the report has been completed.
13. Box 4: The tenant, or the tenant's agent, is to sign in this box on move-in, indicating that the report has been completed.
14. The landlord should give the tenant a signed copy of this report immediately, if possible, or must provide a signed copy to the tenant within 7 days of the inspection.

At the End of the Tenancy:

15. Box G: Insert the date the tenant moves out of the rental unit.
16. Box H: Insert the date the move-out inspection is carried out.
17. Box I: Insert the names of the person who carries out the inspection on behalf of the tenant, if not the tenant.
18. Boxes J, K, L, M, N, O, P, Q, R, S, T, U and V: Following the procedure set out in (8), using the column for "Condition at End of Tenancy".
19. Box W: Record the number of keys or controls returned by the tenants at the end of the tenancy.
20. Box Z: Use this box to list all damage to the rental unit or residential property for which the tenant is responsible.
21. Box 1: If the tenant disagrees with the report, check "do not agree, for the following reasons", note the parts of the report that he or she disagrees with, if any, and set out the condition that he or she thinks best describes that part of the rental unit, and then sign and date this box.. If the tenant agrees with report, check "agree", and sign and date the box.
22. Box 2: If, at the end of the tenancy, the tenant agrees that the landlord may retain all or a part of the security deposit or the pet damage deposit to pay a liability or obligation owed by the tenant to the landlord, the tenant should set out details of the amounts to be deducted, and what each amount is for. The tenant's agent cannot agree to deductions from the security or pet damage deposit without authorization from the tenant.
23. Box 3: The landlord is to sign in this box on move-out, indicating that the report has been completed.
24. Box 4: The tenant, or the tenant's agent, is to sign in this box on move-out, indicating that the report has been completed.
25. Box 5: The tenant, or the tenant's agent, is to insert the tenant's forwarding address in this space so that the landlord will have an address to forward the security deposit and mail, to the tenant.
26. Box 6: The landlord is to insert his or her name and current mailing address in this space so that the tenant may know where and how to contact the landlord in the future.
27. The landlord should give the tenant a signed copy of this report immediately, if possible. If the landlord needs to have a copy made, a signed copy must be provided to the tenant within 15 days after the later of, the date the inspection was completed, and the date the landlord receives the tenant's forwarding address in writing.

FOR MORE INFORMATION . . .

RTB website: www.rto.gov.bc.ca

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

FORM DIRECTIONS: If you are accessing this agreement from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response 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. It's important to note that 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.

A condition inspection must be conducted at the beginning and at the end of a tenancy when the residential property is empty of the tenant's possessions, unless the parties agree otherwise; or if the landlord permits the tenant to keep a pet on the residential property after the start of a tenancy and a previous inspection was not completed. This form is to be used by the landlord where the tenant was not available at the date(s) and time(s) first offered by the landlord for a condition inspection, and where the landlord was not available at an alternate time proposed by the tenant. This is the second, and final opportunity as required under the Residential Tenancy Act and regulations. When providing 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.

Under the Residential Tenancy Act:

- **The right of the tenant to the return of the security deposit or pet damage deposit, or both, no longer exists if the landlord provided two opportunities for inspection and the tenant did not participate on either occasion. If the tenant is unable to attend the inspection, the tenant may ask another person to attend on their behalf; however, the tenant must provide the name of the individual to the landlord.**
- **The right of a landlord to claim against a security deposit or pet damage deposit, or both, for damage to residential property no longer exists if the landlord does not provide two opportunities for inspection; or does not participate on either occasion; or does not complete the condition inspection report and give the tenant a copy of it in accordance with the regulations.**

TO THE TENANT(S):

Full Name(s):

<input type="text"/>	<input type="text"/>	<input type="text"/>
last name	first name	middle name(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>
last name	first name	middle name(s)

Rental Unit Address:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
site number	box number	street number	street name
<input type="text"/>	<input type="text"/>	<input type="text"/>	(<input type="text"/>) <input type="text"/>
city	province	postal code	(<input type="text"/>) <input type="text"/>
			home phone
			business phone

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

I,

last name first name middle name(s)

hereby propose that the condition inspection be conducted on the following date:

<input type="text"/>	<input type="text"/>	<input type="text"/>	at	<input type="text"/>	<input type="checkbox"/> a.m.	<input type="checkbox"/> p.m.
day	month	year		(enter a time between 8:00 a.m. and 9:00 p.m.)		

Signature of Landlord:

FORM DIRECTIONS: If you are accessing this form from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response where required. It's important to note that 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.

THIS IS A MUTUAL AGREEMENT BETWEEN

LANDLORD:

Full name of Landlord or Landlord's Agent (if entry is a business name, use 'last name' field box to enter the full legal business name)

--	--	--

last name

first name

middle name(s)

Address of Landlord or Landlord's Agent

--	--	--	--	--	--

suite or site number

street number

street name

city

province

postal code

()

home phone

()

business phone

AND

TENANT:

Full name(s) of Tenant(s):

--	--	--

last name

first name

middle name(s)

--	--	--

last name

first name

middle name(s)

Address of Tenant(s) ... ADDRESS TO BE VACATED UNDER THIS AGREEMENT:

--	--	--	--	--	--

suite or site number

street number

street name

city

province

postal code

()

home phone

()

business phone

The tenant(s) hereby agrees to vacate the above-named premises/site at:

a.m. p.m., on the day of , 20 .

The parties recognize that the tenancy agreement between them will legally terminate and come to an end at this time. It is also understood and agreed that this agreement is in accordance with the Residential Tenancy Act and the Manufactured Home Park Tenancy Act which states: "The landlord and tenant agree in writing to end the tenancy."

DATED THIS **DAY OF** , 20 .

SIGNED BY:

Landlord or Landlord's Agent

Tenant

Tenant

FOR MORE INFORMATION . . .

RTB website: www.rto.gov.bc.ca

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

1 MONTH NOTICE TO END TENANCY FOR CAUSE

Residential Tenancy Act, s. 47 and Manufactured Home Park Tenancy Act, s. 40

1 MONTH NOTICE TO END TENANCY FOR END OF EMPLOYMENT

Residential Tenancy Act, s. 48 and Manufactured Home Park Tenancy Act, s. 41

Form #RTB - 33

TENANT: YOU MAY BE EVICTED IF YOU DO NOT RESPOND TO THIS NOTICE.

Landlord: place an "x" in the appropriate box:	<input type="checkbox"/>	Manufactured home site, <i>Manufactured Home Park Tenancy Act</i>
	<input type="checkbox"/>	Rental unit, <i>Residential Tenancy Act</i>

To the TENANT(S) (full names are required)				
Last name		First and middle names		
Last name		First and middle names		
Service Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)				
Unit/site #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

From the LANDLORD (if the landlord is a business name, enter the full legal business name in the "last name" box)				
Last name		First and middle names		
Service Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)				
Unit/site #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

NOTICE TO END TENANCY

I, the landlord, am hereby giving you one month notice to move out of the rental unit or manufactured home site located at:

Unit/site #	Street # and street name	City	Province	Postal Code
by (date when tenant must move out of the rental unit or vacate the site)				
date	month	year	Landlord's or Agent's signature	
			Print name	
			Date	

This is page 1 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

REASONS FOR THIS 1 MONTH NOTICE TO END THE TENANCY (put an "x" in all the boxes that apply)

<input type="checkbox"/>	Tenant is repeatedly late paying rent
<input type="checkbox"/>	Tenant has allowed an unreasonable number of occupants in the unit/site
Tenant or a person permitted on the property by the tenant has:	
<input type="checkbox"/>	significantly interfered with or unreasonably disturbed another occupant or the landlord
<input type="checkbox"/>	seriously jeopardized the health or safety or lawful right of another occupant or the landlord
<input type="checkbox"/>	put the landlord's property at significant risk
Tenant has engaged in illegal activity that has, or is likely to:	
<input type="checkbox"/>	damage the landlord's property
<input type="checkbox"/>	adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
<input type="checkbox"/>	jeopardize a lawful right or interest of another occupant or the landlord
<input type="checkbox"/>	Tenant has caused extraordinary damage to the unit/site or property/park
<input type="checkbox"/>	Tenant has not done required repairs of damage to the unit/site
<input type="checkbox"/>	Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
<input type="checkbox"/>	Tenant has assigned or sublet the rental unit/site without landlord's written consent
<input type="checkbox"/>	Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park
<input type="checkbox"/>	Rental unit/site must be vacated to comply with a government order
<input type="checkbox"/>	Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order
<input type="checkbox"/>	Tenant's rental unit/site is part of an employment arrangement that has ended and the unit/site is needed for a new employee
<input type="checkbox"/>	Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement

WHEN THE TENANT WILL BE ASSUMED TO HAVE RECEIVED THIS NOTICE

- The date when the landlord gives this Notice to the tenant in person, or
- The date when the landlord leaves this Notice with an adult (19 years or older) who apparently lives with the tenant, or
- 3 days after the landlord leaves this Notice in the mailbox or mail slot for the address where the tenant lives, or
- 3 days after the landlord faxes this Notice to a fax number provided by the tenant, or
- 3 days after the landlord attaches a copy of this Notice to the door or other noticeable place at the address where the tenant lives, or
- 5 days after the landlord mails this Notice (by registered or regular mail) to the tenant at the address where the tenant lives.

INFORMATION FOR TENANTS WHO RECEIVE THIS NOTICE TO END TENANCY

- You have the right to dispute this Notice within 10 days after you receive it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. A Dispute Resolution Officer may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application within 10 days, you are presumed to accept this Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of this Notice (You can move out sooner.) If you do not file an Application, move or vacate, your landlord can apply for an Order of Possession that is enforceable through the court.

INFORMATION FOR LANDLORDS SERVING THIS NOTICE TO END TENANCY

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, a Dispute Resolution Officer may decide that, in the circumstances, the tenant cannot be said to be "repeatedly late".
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. A Dispute Resolution Officer may set this Notice aside if the tenant can prove that he/she did not receive this Notice due to circumstances beyond his/her control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant's deadline to dispute this Notice has expired, you can apply for an Order of Possession.
- If the tenant applies to dispute this Notice, you can attend the tenant's hearing and verbally ask for an Order of Possession.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. A Dispute Resolution Officer can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without a Dispute Resolution Officer's order to do so, or (3) seize a tenant's personal property without a court order.
- More information is available online: www.rto.gov.bc.ca
Or by telephoning: Lower Mainland 604-660-1020 Victoria 387-1602 Elsewhere in B.C. 1-800-665-8779

This is page 2 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

2 MONTH NOTICE TO END TENANCY FOR LANDLORD'S USE OF PROPERTY

Residential Tenancy Act, s. 49

2 MONTH NOTICE TO END TENANCY BECAUSE THE TENANT DOES NOT QUALIFY FOR SUBSIDIZED RENTAL UNIT

Residential Tenancy Act, s. 49.1

Form #RTB - 32

TENANT: YOU MAY BE EVICTED IF YOU DO NOT RESPOND TO THIS NOTICE.

To the TENANT(S) (full names are required)

Last name		First and middle names		
Last name		First and middle names		
Service Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)				
Unit #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

From the LANDLORD (if the landlord is a business name, enter the full legal business name in the "last name" box)

Last name		First and middle names		
Service Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)				
Unit #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

NOTICE TO END TENANCY

I, the landlord, am hereby giving you two months notice to move out of the rental unit located at:

Unit #	Street # and street name	City	Province	Postal Code
by (date when tenant must move out of the rental unit)				
Day	Month	Year	Landlord's or Agent's signature:	
			Print name:	
			Date:	

This is page 1 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

REASONS FOR THIS 2 MONTH NOTICE TO END THE TENANCY (put an "x" in all the boxes that apply)

<input type="checkbox"/>	The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse
<input type="checkbox"/>	A family corporation owns the rental unit and it will be occupied by an individual who owns, or whose close family members own, all the voting shares
<input type="checkbox"/>	All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit
<input type="checkbox"/>	The landlord has all necessary permits and approvals required by law to demolish the rental unit or repair the rental unit in a manner that requires the rental unit to be vacant
<input type="checkbox"/>	The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative
<input type="checkbox"/>	The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property
<input type="checkbox"/>	The landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use
<input type="checkbox"/>	The tenant no longer qualifies for the subsidized rental unit

COMPENSATION FOR TENANTS

- On or before the effective date of this Notice, the landlord must pay the tenant an amount equal to one month's rent payable under the tenancy agreement.
- If this Notice is ending a periodic tenancy, the tenant may withhold the last month's rent instead of being paid compensation.
- Compensation is not owed to tenants who receive this Notice because they do not qualify for the subsidized rental unit.
- If a tenant has already paid the last month's rent, the landlord must refund the rent as the compensation.
- If the landlord does not take steps toward the purpose for which this Notice was given or if the unit is not used for the stated purpose for at least 6 months beginning within a reasonable period after the effective date of this Notice, the landlord or purchaser must pay the tenant an additional amount equal to double the monthly rent paid under the tenancy agreement.
- If this is a periodic tenancy, a tenant who receives this Notice can give 10-days notice and move out early. The landlord must still pay the tenant one-month's rent as compensation.

WHEN THE TENANT WILL BE ASSUMED TO HAVE RECEIVED THIS NOTICE

- The date when the landlord gives this Notice to the tenant in person, or
- The date when the landlord leaves this Notice with an adult (19 years or older) who apparently lives with the tenant, or
- 3 days after the landlord leaves this Notice in the mailbox or mail slot for the address where the tenant lives, or
- 3 days after the landlord faxes this Notice to a fax number provided by the tenant, or
- 3 days after the landlord attaches a copy of this Notice to the door or other noticeable place at the address where the tenant lives, or
- 5 days after the landlord mails this Notice (by registered or regular mail) to the tenant at the address where the tenant lives.

INFORMATION FOR TENANTS WHO RECEIVE THIS NOTICE TO END TENANCY

- You have the right to dispute this Notice within 15 days after it is assumed to be received by filing an Application for Dispute Resolution at the Residential Tenancy Branch. A Dispute Resolution Officer may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application for Dispute Resolution within 15 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (You can move out sooner). If you do not file the Application or move out, your landlord can apply for an Order of Possession that is enforceable through the court.

INFORMATION FOR LANDLORDS WHO WANT TO END A TENANCY

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. A Dispute Resolution Officer may set this Notice aside if the tenant can prove that he/she did not receive this Notice due to circumstances beyond his/her control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can apply to the Residential Tenancy Branch for an Order of Possession.
- If the tenant applies to dispute this Notice, you can attend the tenant's hearing and verbally ask for an Order of Possession.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. A Dispute Resolution Officer can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without a Dispute Resolution Officer's order to do so, or (3) seize a tenant's personal property without a court order.
- More information is available online: www.rto.gov.bc.ca
Or by telephoning: Lower Mainland 604-660-1020 Victoria 387-1602 Elsewhere in B.C. 1-800-665-8779

This is page 2 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

BECAUSE:

You have failed to pay rent
in the amount of \$ _____
that was due on _____
Day Month Year

You have failed to pay utilities
in the amount of \$ _____ following
written demand on _____
Day Month Year

Tenant: You may be EVICTED if you Do Not Respond to this Notice.

You have five (5) days to pay the rent or utilities to the landlord
or file an Application for Dispute Resolution with the Residential Tenancy Branch.

- This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39
 This notice applies to a rental unit, *Residential Tenancy Act*, section 46

TO the TENANT(S) (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Last name

First and middle names

Last name

First and middle names

Tenant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #

Street # and street name

City

Province

Postal Code

Daytime phone number

Other phone number

Fax number for document service

FROM the LANDLORD (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Last name or full legal business name

First and middle names

Landlord Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Unit/site #

Street # and street name

City

Province

Postal Code

Daytime phone number

Other phone number

Fax number for document service

NOTICE: I am hereby giving you 10 days notice to move out of the rental unit or manufactured home site located at:

Unit/site #

Street # and street name

City

BC

Province

Postal Code

By: _____
Day Month Year (date when tenant must move out or vacate the site)

Noticed served: In person On the door By registered mail

Landlord's or Agent's signature _____
Print name _____ Date _____

If within 5 days you do not pay the rent or utilities or make an application for dispute resolution, the landlord can apply for an order of possession through the direct request process.

The direct request process is completed without either party attending a hearing. Instead:

- The landlord makes an application for an order of possession and submits:
 - ♦ A copy of the tenancy agreement
 - ♦ A copy of this notice
 - ♦ Proof that this notice was served
 - ♦ An application for Dispute Resolution.
- The landlord will receive a proceeding package which must be served on the tenant within three days.
- The landlord sends the proof of service of the package to the Residential Tenancy Branch.
- A Dispute Resolution Officer will review all documentation and will make a decision.
- The decision is final and binding on both parties.
- Fraud is the *only* reason that will be considered for a review of the decision.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Can be Served:

- Any day after the rent was due, for unpaid rent.
- 30 days after the tenant was given a written demand to pay the arrears, for unpaid utilities.

The Notice is Deemed Received by the Tenant:

- The day the landlord gives the notice to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant, or
- Three (3) days after the landlord either; leaves the notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or faxes it to a number provided by the tenant, or
- Five (5) days after the landlord sends the notice by registered mail to the address where the tenant lives.

Disputing the Notice:

- The tenant can make an application for dispute resolution within 5 (five) days of receiving the *10 day notice*.
- If the tenant disputes the notice a hearing will be held. Both parties will have an opportunity to participate.
- At the hearing, the landlord can ask for and receive an order of possession if the *10 day notice* is upheld by the dispute resolution officer.

Tenants may dispute the notice for specific reasons such as:

- They have proof the rent was paid.
- They have an order from a dispute resolution officer giving them permission to keep all or part of the rent.
- They held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

Important Facts:

- The tenant is not entitled to withhold rent unless ordered by a dispute resolution officer.
- The tenant who accepts the notice must move out by the date set out on page 1 of this notice or sooner.
- An error in this notice or an incorrect move-out date does not make it invalid.

For More Information:

- Visit RTB web site at www.rto.gov.bc.ca.
- Contact a RTB office.
- Refer to *A Guide for Landlords and Tenants in British Columbia* available on the RTB web site and offices.

***This is page 2 of a 2-page Notice.
The landlord must sign page one of this notice and must give the tenant pages 1 & 2.***

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

PROOF OF SERVICE

Date: _____

Landlord	Tenant
Name: _____	Name: _____
Address: _____	Address: _____
Dispute Address: _____	

PROOF OF SERVICE

I _____ served the tenant with a 10 Day Notice to End Tenancy (*copy attached)
 Landlord/Agent Serving the Notice

At: _____
 Address where service occurred

By Registered Mail # _____ **on** _____
 (Receipt and tracking report attached) (Date)

By posting it on the Tenant's door on
 _____ & _____
 Date Time (a.m. or p.m.)

Witnessed by:

 Signature

 Print Name

 Relationship to Landlord

By leaving it personally with
 _____ on _____
 Name of tenant
 _____ & _____
 Date Time (a.m. or p.m.)

Tenant's acknowledgement :

 Signature of Tenant

 Print Name

Optional Details: _____

OR
Witnessed by:

 Signature

 Print Name

 Relationship to Landlord

Landlord/ Agent Serving the Notice _____
Signature
 Print Name _____