Starting a Tenancy

Before renting a property, landlords and tenants should be familiar with the rules and regulations that govern how residential properties or units are rented in B.C.

These rules do not apply to cooperative housing, transitional housing, homestay programs or vacation rental programs.

* Tenancy agreements: Know what to expect when entering into this kind of agreement
* [Deposits](http://www2.gov.bc.ca/gov/topic.page?id=E5B468D8506740A48F8ECFB6C75B0B64&title=Deposits%20and%20Fees): Get information about the different types of deposits and fees required by landlords
* [Pets](http://www2.gov.bc.ca/gov/topic.page?id=4A9F81FBB50346B3BE6742282D6D9DD4&title=Pets): Landlords and tenants should discuss whether pets will be allowed in a rental unit
* Moving in: Review these landlord and tenant responsibilities to help ensure moving day goes smoothly

Landlords Should Also Consider . . .

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| Keep rental properties in good condition – they should meet health, safety and housing standards.  Carefully assess the suitability of any new tenant:   * Ask for proof of identity * Thoroughly check all references * Contact previous landlords to ask about rental and payment history * Conduct a credit check to confirm income and financial suitability * Get the names of all persons to be living in the rental unit |

Tenants Should Also Consider . . .

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| If a security deposit or pet damage deposit is required, pay the deposit(s) in full. Never pay a deposit before viewing a rental unit.  Before moving in, walk through the residential rental unit and complete an inspection report with your landlord.  Also consider:   * Is the tenancy agreement month-to-month or for a fixed length of time? * Is a security or pet damage deposit required? * Are things like parking, storage, laundry or utilities included in the tenancy agreement? * What are the rules of the building or property? |

Protection from Discrimination

A landlord cannot refuse to rent to a tenant based on a their race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age or lawful source of income.

Here are some examples:

* Income assistance is a lawful source of income – a landlord can’t refuse to rent to someone for this reason
* In most cases, a landlord can’t refuse to rent a property to a family with children, though, they can limit the number of people living in a rental unit
* According to the [*Guide Animal Act*](http://www.bclaws.ca/Recon/document/ID/freeside/00_96177_01)*,* a landlord cannot refuse renting to or require a pet deposit from a tenant with a certified guide animal

There are some exceptions that include:

* The rental unit is a building or development reserved for people age 55 or older
* The rental unit is designated for people with disabilities
* The owner of the accommodation will share a bathroom or kitchen with the tenant

For more information about protection from discrimination, [contact the](http://www2.gov.bc.ca/gov/www.bchrt.bc.ca/)[Human Rights Tribunal](http://www.bchrt.bc.ca/).

Protection of Personal Information

It’s reasonable to expect landlords to ask potential tenants for certain types of personal information like proof of income, references or identification. This information should only be used for completing the application process – to verify income or perform a credit check. Providing this information should not be a condition for renting.

Use of personal information is governed by privacy laws, so landlords can’t use any information they collect for something unrelated to the tenancy. They also cannot ask for information that would be unreasonable to share – like credit card numbers.

* [Review the Privacy Guidelines for Landlords and Tenants](http://www.oipc.bc.ca/guidance-documents/1456) (PDF)

Deposits and Fees

A landlord can request a deposit that will be held in trust as security against damage to the rental unit. Whether you’re a landlord or a tenant, be sure you understand the process for returning a deposit at the end of a tenancy.

Security Deposits

At the start of a tenancy, a landlord can ask for a security deposit (or damage deposit) – it can be no more than half of the first month’s rent.

Paying a security deposit means that a tenancy has started and the landlord cannot prevent the tenant from moving in. Even if the tenant doesn’t move into the rental unit, they’re responsible for all obligations under a tenancy – including paying rent or repairing damages.

Pet Damage Deposits

A landlord may also request a pet damage deposit at the start of a tenancy or during a tenancy if a tenant gets a pet with the landlord’s permission. The deposit must be no more than half of one month’s rent, regardless of the number of pets allowed.

Deposits are not required for [guide animals](http://www2.gov.bc.ca/gov/topic.page?id=4A9F81FBB50346B3BE6742282D6D9DD4&title=Pets)or pets that were in a rental unit as of January 1, 2004.

A pet damage deposit can only be used to cover the costs of repairing damage caused by a pet, unless the tenant agrees in writing or an arbitrator orders the pet damage deposit be applied to a Monetary Order.

Unpaid Deposits

If a tenant doesn't pay the security deposit within 30 days of entering into the tenancy agreement or the pet damage deposit within 30 days of it being required, the landlord may serve the tenant with a notice to end the tenancy.

Landlord and Tenant Responsibilities

**Landlords:**

* Can only request one security deposit or pet damage deposit per tenancy agreement, regardless of the number of tenants or pets
* Can serve a [One Month Notice to End Tenancy](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=715AC0BBA43048A780584E3A75D976AF&filename=rtb33.pdf) (PDF, 2.1MB) if a tenant fails to pay the security deposit within 30 days of entering into the tenancy agreement or a pet damage deposit within 30 days of when it’s required
* Cannot request deposits based on rules and procedures used in other areas (for example, landlords can’t ask for “first and last month’s rent” or “key money”)
* Cannot increase the amount of a deposit with a rent increase
* Cannot automatically keep all or part of the deposit at the end of the tenancy

**Tenants:**

* Must pay the security deposit within 30 days of entering into the tenancy agreement or the pet damage deposit within 30 days of when it’s required
* Cannot use a deposit as rent without the landlord’s written permission

Fees

**Keys**: A landlord can't charge for a key or other access device (e.g. a fob) that is the tenant’s only means for getting in to the residential unit or manufactured home park. For keys or devices that aren't the only way to access the rental unit, a landlord can charge a fee that is refunded when the key or access device is returned. The fee must not be more than the direct cost of replacing the keys or access device. Landlords can charge a fee to replace or provide additional keys.

**Application fees**: A landlord must not charge a fee for accepting, reviewing or processing an application.

**Moving fees**: A landlord can charge a fee if a tenant requests to move between units in a multi-tenanted building. This must be stated in the tenancy agreement and the fee can’t be greater than $15 or 3% of the monthly rent. A landlord can also charge a move-in fee only if it’s required by strata bylaws.

Pets

In the tenancy agreement, a landlord can indicate whether or not pets are allowed at the rental property. If they are allowed, landlords can also:

* Restrict the size, kind and number of pets or include reasonable pet-related rules in the tenancy agreement (these can be negotiated to suit both parties)
* [Require a pet damage deposit](http://www2.gov.bc.ca/gov/topic.page?id=E5B468D8506740A48F8ECFB6C75B0B64&title=Deposits%20and%20Fees)

Tenants are responsible for cleaning up after their pets and repairing any damage they cause – even if the pet is a guide animal.

* [Learn more about damage caused by pets](http://www2.gov.bc.ca/gov/topic.page?id=0DF484D733B84FD5A8D1577A10CD01C1&title=Pets)

Landlords should remember that pet clauses in the tenancy agreement must comply with any strata property bylaws (e.g. a condominium), if applicable.

Guide Animals

Certified guide animals are legally allowed to live in rental properties – landlords cannot require a pet damage deposit for these animals.

In fact, landlords cannot refuse to rent a property to someone because they:

# Moving In

Before moving day arrives, tenants and landlords should schedule a move-in time that works for everyone. Generally, tenants move in on the first day of their tenancy – the law does not set a specific time of day. In some cases, strata bylaws may require a landlord to schedule a move-in for a specific date and time.

Locks

If the locks haven’t been changed between tenants, the new tenant can ask the landlord to change the locks. The landlord is required to comply with this request and is responsible for covering any associated costs – a new tenant is not required to pay for this.

Inspect the Rental Unit

At the beginning of a tenancy, a landlord and tenant must inspect the rental unit together – this is sometimes called a “walk-through.” This should be done:

* When the unit is empty
* After the previous tenant has moved out and before the new tenant moves in

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| **STEP1: Schedule the Inspection** It’s the landlord’s responsibility to schedule the initial condition inspection (“walk-through”). Both landlords and tenants should be flexible and reasonable when arranging a suitable time for the inspection together. It’s acceptable for a tenant to authorize another person to attend the inspection on their behalf – as long as they notify the landlord before the inspection.  If the first attempt to schedule an inspection isn’t successful, the landlord must make an offer to schedule the inspection in writing:   * [Notice of Final Opportunity to Schedule a Condition Inspection](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=B83395C04FC04AC2A6132DADB217DE69&filename=rtb22.pdf) (PDF, 1.7MB)   If there’s no response to the final written notice, the landlord completes the inspection alone and gives the tenant a copy of the final inspection report. This means that the tenant may lose their right to the security deposit because later on they won’t be able to dispute damage claims or disagree with the landlord’s inspection report.  Landlords must follow the inspection procedure closely in order to claim any deposit money for damage done to the rental unit.   * [Find out more about making claims](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C&title=Dispute%20Resolution) |
| **STEP 2: Get the Form** The landlord should bring along a printed copy of the [Condition Inspection Report](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=49D61654DE974CAF93E29F853FECA93B&filename=rtb27.pdf) (PDF, 1.6MB) to the inspection. The completed report will serve as an official record of the rental unit’s condition at the start of the tenancy. |
| **STEP 3: Conduct the Inspection** Walk through the rental unit and write down any damages on the inspection report – this includes things like scratches and carpet stains.  Be sure that all damages and concerns are noted in the report – it's a good idea to take photos, if possible. These items can be submitted as evidence if there’s a dispute about the rental unit’s condition at the end of the tenancy. |
| **STEP 4: Sign the Condition Inspection Report** The landlord and tenant must sign and date the inspection report. If a tenant disagrees with the landlord’s assessment, they should note any concerns or comments on the report before signing it. |
| **STEP 5: Distribute Copies** Within seven days of the inspection, the landlord must provide a copy of the completed [Condition Inspection Report (](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=49D61654DE974CAF93E29F853FECA93B&filename=rtb27.pdf)PDF, 1.6MB) to the tenant(s). If there are more than two landlords or two tenants, the landlord should include the additional names on a separate form called the [Schedule of Parties](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=B684D034E13C42D98E8EFB3127B8C0B8&filename=rtb26.pdf) (PDF). |

Paying Rent

Rent must be paid in full and on time – by midnight on the day it’s due. If you’re mailing your payment, be sure it’s sent in time to be delivered by the due date.

A landlord and tenant agree on the amount of rent and when it’s due at the start of a tenancy. The tenancy agreement must be clear about what’s included in the rent. It can also limit the number of occupants in the unit or indicate how much additional rent is required if more people move in – these terms must be reasonable.

Forms of Payment

The tenancy agreement can specify the forms in which rent can be paid (cash, cheque, electronic transfer, etc.). For example, post-dated cheques can be requested as long as it’s a term included in the agreement and when the tenant moves out, any remaining cheques are returned.

Receipts must be provided for rent paid in cash. This proves that the rent was paid – both landlords and tenants should keep their copy of rent receipts in a safe place.

Unpaid Rent or Utilities

A landlord can give a 10 Day Notice to End Tenancy if rent or utilities are not paid by midnight on the due date. This notice may be served to a tenant:

* The day after rent is due
* 30 days after giving a written demand for a utility payment

The notice is cancelled and the tenancy can continue if the tenant pays all the rent and utilities owing**within five days of receiving the notice**.

* [10 Day Notice to End Tenancy for Unpaid Rent or Utilities](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=5073E6669A1C48F5AC45257587B1B480) (PDF)
* [Dispute Resolution Options When a Tenant Hasn’t Paid Rent](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=5829520B351D4ECEA6B69B5CACCD194E&filename=pe6.pdf)(PDF)

Even if the rent isn’t paid on time, a landlord must not remove or limit access to any of the tenant’s personal property. The landlord can only do this if:

* The court provides written permission
* The landlord has followed the required procedure for [abandoned property](http://www2.gov.bc.ca/gov/topic.page?id=02F1602E4700487BBBC296E226C67F31#Abandonment)

Co-tenants

Several tenants included on the same tenancy agreement are called co-tenants. If the full amount of rent isn’t paid on time, the landlord can serve a notice to end tenancy, which applies to each person named on that tenancy agreement, or apply for dispute resolution against any or all of them for unpaid rent.

* [Policy Guideline - Rights and Responsibilities of Co-tenants](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=F1EFA81234804FE3BD88ECDB874E268B&filename=gl13.pdf) (PDF)

Withholding Rent

A tenant must pay all of the rent when it’s due. However, there are five situations when a tenant may deduct money from the rent:

1. The tenant has an arbitrator’s decision allowing the deduction
2. The landlord illegally increases the rent
3. The landlord has overcharged for a security or pet damage deposit
4. The landlord refuses the tenant’s written request for reimbursement of emergency repairs
5. The tenant has the landlord’s written permission allowing a rent reduction

**Tenants Note**: Withholding rent for any other reason or without written permission from an arbitrator or the landlord may result in the landlord serving a [10 Day Notice to End Tenancy](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=5073E6669A1C48F5AC45257587B1B480) (PDF).

Rent Increases

Landlords can only increase the rent once a year by an amount permitted by law or an [additional amount](http://www2.gov.bc.ca/gov/topic.page?id=761F73A5BD5B4B8D8C5F9C2DD45EB2C5) approved in advance by an arbitrator – they need to use the right form and give the tenant three full months’ notice of the rent increase.

The maximum allowable rent increase changes each year. The limits for residential tenancies and manufactured home park tenancies are different.

* For residential tenancies, the [standard allowable rent increase](http://www2.gov.bc.ca/gov/topic.page?id=9C71FC3E30F742C384C3B8DDE67220F8)for 2015 is 2.5%
* For manufactured home park tenancies, the standard allowable rent increase for 2015 is 2.5% plus a [**proportional amount**](http://www2.gov.bc.ca/gov/topic.page?id=7440FAF33FCC412DA899AF7ABE632C2A) **for the change in local government levies and regulated utility fees**

The rent increase cannot be more than the amount calculated using the allowable increase percentage. This means a landlord can’t round up when calculating the allowable increase. For example, if the base rent is $700 and the maximum allowable increase is $17.50 the landlord can issue a Notice of Rent Increase for a new rent of up to $717.50, but not $718.

Find out what’s involved with the different types of rent increases:

* [Standard rent increase](http://www2.gov.bc.ca/gov/topic.page?id=9C71FC3E30F742C384C3B8DDE67220F8)
* [Proportional amount rent increase](http://www2.gov.bc.ca/gov/topic.page?id=7440FAF33FCC412DA899AF7ABE632C2A)
* [Additional rent increases](http://www2.gov.bc.ca/gov/topic.page?id=761F73A5BD5B4B8D8C5F9C2DD45EB2C5)

Maximum Allowable Rent Increases

**Residential tenancy**rent increases that take effect in 2015 are allowed to a maximum of 2.5%.

Landlords may not retroactively apply a rent increase or catch up on rent increases if they did not issue a rent increase in a previous year.

Unlawful Rent Increase

A tenant does not have to pay an increase that is higher than the amount allowed by law. Instead, the tenant can give the landlord documents showing the allowable amount or [apply for dispute resolution](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C) asking for an order that the landlord comply with the law, as long as the increase wasn’t granted through dispute resolution.

* [Tenant’s Application for Dispute Resolution](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=7B53FA6966F24D118F3B304998BC997A&filename=rtb-12-t.pdf) (PDF)

The tenant may deduct from future rent any overpayment – only if the tenant has already paid an increase higher than the legal amount. The tenant should attach a note to the rent to explain the reason for not paying the amount that the landlord has asked for.

Repairs and Maintenance

Landlords and tenants share responsibility for maintaining the rental property. Failing to fulfill responsibilities could mean that one party has to reimburse the other for repair or maintenance expenses.

Landlords must provide rental units that:

* Meet health and safety standards required by law
* Have all of the services and facilities outlined in the tenancy agreement
* Are in good repair

Tenants are responsible for repairing damage caused by anyone living in or visiting the unit – including pets. Tenants must also maintain a reasonable standard of health and cleanliness in the unit and surrounding common areas like hallways, yards or laundry facilities. Tenants are not responsible for reasonable wear and tear from normal usage over time.

Landlords and tenants who rent both a manufactured home and a manufactured home site under a residential tenancy agreement also have these responsibilities.

* [Policy Guideline - Landlord and Tenant Responsibilities](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=90C1FAA5B4CE4DD6A4C810FA241AE8BB&filename=gl01.pdf)(PDF)

Inspect the Rental Unit

At the beginning of a tenancy, a landlord and tenant must inspect (“walk through”) the rental unit together and complete a [Condition Inspection Report](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=49D61654DE974CAF93E29F853FECA93B&filename=rtb27.pdf) (PDF, 1.6MB). All damages and concerns should be noted in the report – it’s a good idea to include photos, if possible. The report, along with any photos, is an official record of any damage in the unit before the tenant moved in – it can be submitted as evidence if there’s ever a dispute about the rental unit’s condition.

* [Inspect the unit before moving in](http://www2.gov.bc.ca/gov/topic.page?id=6ADA987611AF413E9DEA10A837326711)

Emergency Repairs

Emergency repairs are necessary if health and safety or the building and property are at risk. This includes situations like:

* Major leaks in pipes or roof
* Damaged plumbing fixtures
* Problems with the primary heating system
* A malfunctioning electrical system
* Damaged or defective locks that make the unit insecure

Here are some examples that are not considered emergencies:

* A burned out stove element
* A plugged sink, tub or shower
* Mold around a window
* Changing locks because keys are lost

Landlords must provide an emergency contact name and phone number – either in writing to each tenant or posted in a visible common area.

Tenants must contact the landlord or the designated contact person to report the emergency issue and have it repaired.

If there’s no response after two attempts and a reasonable amount of time has passed, the tenant may arrange to have the repairs done at a reasonable cost. While the repairs are underway, a landlord may decide to:

* Take over the repairs and pay for work done up to that point
* Allow the repairs to continue and reimburse the tenant for the full cost

Landlords are required to reimburse tenants for emergency repairs. Tenants must submit receipts to their landlord, along with a written summary of what happened in order to receive payment. If this procedure is followed and the landlord does not cover the expenses, tenants can deduct the repair costs from the rent.

In the event that a tenant deducts repair costs from the rent and the landlord believes the costs were too high, the repairs were unnecessary or the tenant caused the problem that needed to be repaired, the landlord can either:

* [Submit a request for a monetary order](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C)
* [Serve a notice to end the tenancy for unpaid rent](http://www2.gov.bc.ca/gov/topic.page?id=235F5A2BB9E94D9FBEA5ABD4BAFAAD8A)

Regular Repairs

Other regular or minor repairs can inconvenience tenants and may leave them feeling like the rental has lost value. The landlord is generally responsible for these repairs if the damage was not caused by the tenant, their pets or guests.

Tenants need to request repairs in writing and keep a copy for themselves. The document should clearly describe the problem and must allow the landlord a reasonable amount of time to fix it.

If the landlord doesn't make the repairs, the tenant may apply for dispute resolution to request an order the repairs to be made, for money to cover the inconvenience, or both. A tenant cannot make the repairs themselves and charge the landlord for the costs unless they have the landlord’s written agreement.

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| **Standards of Maintenance**  The *Residential Tenancy Act* requires landlords maintain their rental properties in a state that is suitable for occupancy – they must meet housing, safety and building standards required by law. However the Act does not outline specific requirements for building maintenance standards, such as what the correct temperature is for heating a building.  Local governments have the authority to establish and enforce standards of maintenance bylaws for buildings. Tenants may contact their local government to have municipal inspectors investigate their property to see if any conditions violate health or safety requirements. |

Changes to Services or Facilities

Landlords must meet specific requirements when it comes to providing essential or non-essential services or access to facilities. For example, they must provide things like heat, water and electricity.

Landlord's Access

Landlords have rights to access residential rental units in some situations, but there are important restrictions on those rights. A landlord may enter:

* Any common areas that are shared with others like hallways, courtyards and laundry facilities – no notice is required
* The rental unit once per month to inspect the condition of the property – proper notice to tenants is required
* To show the property to prospective buyers – proper notice to tenants is required

The tenant doesn’t need to be present for the landlord to enter as long as proper notice was provided.

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| Proper notice means a tenant is given **written** **notice** of the **date**,**time** and **purpose** for entering the property. By law, notice must be delivered in-person or considered by law to have been given to the tenant at least 24 hours before the landlord enters the unit. |

The time scheduled for entry must be between 8 a.m. and 9 p.m., unless another time is agreed upon by the landlord and tenant.

The purpose for entering a rental unit must be reasonable – a landlord may enter a tenant’s rental unit only when:

* There’s an emergency and entry is necessary to protect life or property
* The tenant is at home and agrees to let the landlord in
* The tenant agreed, not more than 30 days before, to let the landlord enter
* The tenant was given written notice outlining the date, time (between 8 a.m. and 9 p.m.) and purpose – at least 24 hours before and not more than 30 days before
* The tenant has abandoned the rental unit
* The tenant lives in a hotel and someone comes in to clean the room
* The landlord has an arbitrator’s order or court order to enter the rental unit

Possession of the Unit

Possession in residential tenancies refers to the right of a landlord or a tenant to use and enjoy the property.

A tenancy agreement protects the rights and responsibilities of landlords and tenants – if either party doesn’t respect the rights of the other, they may lose some of their rights. [Dispute resolution](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C) may be required if either party doesn’t meet their responsibilities or negatively affects the rights of the other.

Tenant’s Rights

Possession for tenants means the right to exclusive, or sole possession and [quiet enjoyment](http://www2.gov.bc.ca/gov/topic.page?id=14067441B80842459A638FAD1955218C) – reasonable privacy and freedom from unreasonable disturbance or significant interference with their use of the rental property. The landlord can’t restrict the tenant’s quiet enjoyment – they must:

* Provide all essential services
* Keep the rental unit and all non-essential services / facilities in a state of good repair
* Quickly deal with problems and noise issues that interfere with the tenant’s quiet enjoyment
* At the tenant’s request, change the locks at the beginning of tenancy (or provide new keys to the tenant if the locks must be changed during the tenancy)
* Not enter the areas of the property that the agreement says are for the exclusive use of the tenant, [except under certain conditions](http://www2.gov.bc.ca/gov/topic.page?id=B6876E7601EC43D39B7267D89D4710C6)

Landlord’s Rights

A landlord does not require notice to enter any common areas that are shared with others tenants like hallways, courtyards and laundry facilities. However, proper notice is required if a landlord wants to enter a rental unit.

Locks

The landlord must give each tenant a key to the rental unit (and building, if applicable) at no cost. The landlord should keep a copy of all keys for emergency access.

The landlord must change the rental unit locks or other access system if a tenant makes the request at the beginning of a new tenancy and if the locks weren’t changed at the end of the last tenancy. The landlord must pay for these costs.

A tenant can’t change locks on their rental unit without the landlord’s written permission. If there’s a problem, tenants can use the dispute resolution process through the Residential Tenancy Branch to get an order to change the locks.

Tenants should note that if they change the locks without permission:

1. If they’re not home during an emergency, emergency personnel or the landlord may remove the door to access the unit making the tenant responsible for any related repairs or costs needed to put the door back in place.
2. The landlord can give written notice requiring the tenant to change the locks back within a specific, but reasonable, period of time. In some cases, the tenant may just need to give the landlord keys to the new locks – this only works if the lock isn’t keyed to a master key. If the tenant doesn’t do so, the landlord can apply for [dispute resolution](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C).

Enforcing Possession

The landlord must serve a proper notice to end a tenancy if there’s cause for doing so – like not paying rent on time or causing damage or interference with the landlord’s rights. If the notice is not disputed, the landlord must follow the legal process to have the tenant removed from the property. If not, the process may have to be restarted and the tenant can seek compensation.

A tenant can follow the [dispute resolution process](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C) to request an Order of Possession if the landlord locks them out, refuses to give them the keys to the property, or otherwise prevents their lawful access.

Ending a Tenancy

A tenancy ends when the:

* Tenancy is for a fixed term that clearly states the tenant will move out at the end of the fixed term
* Tenant or landlord gives legal notice to end the tenancy
* Landlord and tenant mutually agree to end the tenancy
* Tenancy agreement is [frustrated by circumstances](http://www2.gov.bc.ca/gov/topic.page?id=34D55530E2D14BEA80E0667B8324EB90#Frustrated) beyond the landlord or tenant’s control
* Tenant [abandons the rental unit](http://www2.gov.bc.ca/gov/topic.page?id=34D55530E2D14BEA80E0667B8324EB90#Abandonment)
* Landlord has an order of possession from the Residential Tenancy Branch (RTB)

Giving Notice

Landlords and tenants are responsible for ending the tenancy lawfully, ensuring both parties have an opportunity participate in condition inspections and agree on any deposit deductions that may be required. Landlords or tenants can be ordered to pay money to each other if they don’t follow the law.

* [Landlord notice](http://www2.gov.bc.ca/gov/topic.page?id=8AD8A78A28E84E8EB24928155014BCD0)
* [Tenant notice](http://www2.gov.bc.ca/gov/topic.page?id=4CBF66F654D9481680E3F71EF10CCC54)

Doing it Right

After notice has been given, both landlords and tenants have specific responsibilities in order to end a tenancy properly – the tenant must move out by 1 p.m. on the effective date of the notice – the last day of the tenancy. This means the unit must be cleaned and all keys given to the landlord by then, unless the landlord agrees in writing to a later time.

A tenant who doesn’t move out on the effective date of a notice to end tenancy is called an overholding tenant. In these situations, the landlord may apply for an Order of Possession to end the tenancy and money to cover expenses – like accommodation or storage costs for an incoming tenant.

* [Learn more about claims for damages or loss](https://www2.qa.gov.bc.ca/gov/topic.page?id=4657F4AF5B49403D86413CCFAFA0557B)

Find out more about each step of the process:

* [Moving out](http://www2.gov.bc.ca/gov/topic.page?id=B15C3C458AFB43CBB4332BE3CBFB33C2)
* [Returning deposits](http://www2.gov.bc.ca/gov/topic.page?id=7AD37D0DCB30452193B068CEF8BFCC1E)
* [Pets](http://www2.gov.bc.ca/gov/topic.page?id=0DF484D733B84FD5A8D1577A10CD01C1)
* [Items left behind](http://www2.gov.bc.ca/gov/topic.page?id=02F1602E4700487BBBC296E226C67F31)
* [Claims for damage or loss](http://www2.gov.bc.ca/gov/topic.page?id=4657F4AF5B49403D86413CCFAFA0557B)
* [Ending a tenancy in special circumstances](http://www2.gov.bc.ca/gov/topic.page?id=34D55530E2D14BEA80E0667B8324EB90)
* [Changing your mind about ending a tenancy](http://www2.gov.bc.ca/gov/topic.page?id=AA2BE62AF8D04E21876B415A0E80E581)

Moving Out

A tenant must move out by 1 p.m. on the last day of the tenancy (usually the last day of the month). A landlord and tenant may agree on another time or date – as long as it’s in writing and signed by both parties.

Clean the Unit

A tenant is expected to clean the inside of their rental unit – even if it wasn’t clean at the beginning of the tenancy:

* **Carpets** must be steam cleaned or shampooed for tenancies that lasted longer than a year – tenants must pay any carpet cleaning costs
* **Appliances** must be cleaned in the unit – including behind or under the fridge and stove, if they’re on wheels
* **Window coverings** provided with the unit should be clean and in reasonable condition at the end of the tenancy
* **Windows**, including the inside tracks, should be cleaned
* **Balcony doors**, windows and tracks should be cleaned on the inside and outside
* **Walls** must be washed so that there are no scuff marks or finger prints left behind, unless the texture of the walls doesn’t allow for this
* **Nail holes**do not need to be filled if the landlord’s rules for hanging and removing pictures have been followed – however, tenants must pay to repair excessive nail holes or deliberate damage
* **Baseboard heaters** should be vacuumed or wiped down
* **Fireplaces** should be cleaned out, if they’ve been used
* **Light bulbs and fuses**should all be working

Before the Move-Out Inspection

Tenants should make sure the unit is prepared for the final condition inspection – that means they must remove all belongings, clean the unit and fix any damage. Otherwise, the landlord may ask to keep some or all of a deposit to cover cleaning or repair costs.

Inspecting the Rental Unit

At the end of a tenancy, a landlord and tenant must inspect the rental unit together – this is sometimes called a “walk-through.” This should be done:

* When the unit is empty
* Once the tenant moves out and before the new tenant moves in

Comparing the move-in and move-out Condition Inspection Reports allows the landlord and tenant to see if the rental unit was damaged and who is responsible for paying for repairs. The tenant isn’t responsible for reasonable wear and tear of the rental unit.

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| **STEP1: Schedule the Inspection**  It’s the landlord’s responsibility to schedule the condition inspection (or “walk-through”). Both landlords and tenants should be flexible and reasonable when arranging a suitable time for the inspection together. It’s acceptable for a tenant to authorize another person to attend the inspection on their behalf – as long as they notify the landlord before the inspection.  If the first attempt to schedule an inspection isn’t successful, the landlord must make an offer to schedule the inspection in writing:   * [Notice of Final Opportunity to Schedule a Condition Inspection](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=B83395C04FC04AC2A6132DADB217DE69&filename=rtb22.pdf) (PDF, 1.7MB)   If there’s no response to the final written notice, the landlord completes the inspection alone and gives the tenant a copy of the final inspection report. This means that the tenant may lose their rights to the security deposit.  Landlords must follow the inspection procedure closely in order to claim any deposit money for damage done to the rental unit.   * [Find out more about making claims](http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C) |
| **STEP 2: Bring the Move-In Inspection Report**  The landlord should bring along a printed copy of the [Condition Inspection Report](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=49D61654DE974CAF93E29F853FECA93B&filename=rtb27.pdf) (PDF, 1.6MB) that was completed at the start of the tenancy. That completed report will serve as an official record of the rental unit’s condition. |
| **STEP 3: Conduct the Inspection**  Walk through the rental unit and write down any damages on the inspection report – this doesn’t include damages from normal wear and tear.  Be sure all damages and concerns are noted in the report – it’s a good idea to take photos, if possible. These items can be submitted as evidence if there’s a dispute about the rental unit’s condition at the end of the tenancy. |
| **STEP 4: Sign the Condition Inspection Report**  The landlord and tenant must sign and date the inspection report. If a tenant disagrees with the landlord’s assessment, they should note any concerns or comments on the report before signing it. |
| **STEP 5: Distribute Copies**  Within seven days of the inspection, the landlord must provide a copy of the completed [Condition Inspection Report](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=49D61654DE974CAF93E29F853FECA93B&filename=rtb27.pdf) (PDF, 1.6MB) to the tenant(s). If there are more than two landlords or two tenants, the landlord should include the additional names on a separate form called the [Schedule of Parties](http://www2.gov.bc.ca/gov/DownloadAsset?assetId=B684D034E13C42D98E8EFB3127B8C0B8&filename=rtb26.pdf) (PDF). |