

Vancouver Island Public Interest
Research Group Presents:

Tenant Rights 101: A Student Guide to Renting in Victoria, BC

2018

Table of Contents

Introduction	3
Finding a Place to Rent	4
• Know Your Rights	5
• Things to Look For	6
Tenancy Agreements	7
Security Deposits	8
Paying Rent	9
• Rent Increases	9
Responsibilities for Repairs and Maintenance	10
• Regular and Emergency Repairs	11
Noise Issues & Quiet Enjoyment	12
• Tenant & Landlord Responsibilities	13
Terminating Tenancy	14
• Giving Notice	14
Moving Out	15
• Dispute Resolution	15

Glossary of frequently used terms:

Landlord - someone who, in exchange for rent, gives another person (the tenant) the right to use the residential unit.

A landlord can be the owner of the building, the owner's agent, or the owner's successors.

Tenant - The tenant is someone who pays rent in exchange for the right to use the residential property.

Co-tenants - Two or more tenants who rent the same property and have signed the same tenancy agreement.

RTB: Residential Tenancy Branch - is the government department that deals with tenancy law in BC. This includes the Residential Tenancy Act (RTA) and Regulation.

Tenancy agreement - the legal document that sets out the tenant's right to exclusive possession of a rental unit in exchange for rent. A tenancy agreement includes terms and conditions of a tenancy and is sometimes called a *lease*. The landlord is required to provide the tenant with a completed copy within 21 days of signing the agreement.

Introduction

Finding affordable housing on and off-campus is becoming increasingly difficult for post-secondary students in Victoria, BC. In Summer 2017, VIPIRG carried out a mixed-methods study from June 2017 to August 2017 on student housing in Victoria. The study involved a quantitative survey of 386 post-secondary students from the University of Victoria, Camosun College and Royal Roads University, along with interviews. We found that the majority of students are living well below the poverty line. Students reported that finding housing in Victoria is extremely difficult due to high rent, lack of housing, high competition, and illegal and discriminatory practices by property owners/managers. Students were taken advantage of, evicted for illegitimate reasons, and faced discrimination, among other disturbing experiences.

Thus, among other recommendations, we feel that it is important for the City of Victoria to enforce punitive measures on predatory and discriminatory property owners/managers and invest in affordable housing for students, and, for the University of Victoria and/or the University of Victoria Students' Society to conduct seminars and provide information to students regarding their tenancy rights to ensure that students feel empowered to advocate for themselves and/or others in cases of tenancy disputes and illegal/unethical/discriminatory practices.

Rather than waiting for other institutions to act on these pressing issues, VIPIRG decided to conduct information sessions on tenancy rights to empower students and community members to advocate for themselves and live and thrive with dignity in Victoria, BC. Along with the workshops we felt it was important to create an easy-to-use and readable guide which provides basic information on tenancy rights and responsibilities in Victoria. We hope you find this guide useful and we welcome feedback on this and any other initiative by VIPIRG.

Thank you,
Anureet Lotay
VIPIRG Research Coordinator
research@vipirg.ca

Finding a Place to Rent

If you are searching for housing in Victoria, the easiest way is to use popular websites for housing include:

<http://victoria.en.craigslist.ca/>
www.padmapper.com/
www.usedvictoria.com/
www.kijiji.ca

You can also find information about walking-friendly an area is by using websites/apps like Walkscore. There are also a number of property management companies that post available rentals, so check these frequently:

<http://davidburr.com/>
www.brownbros.com/
www.eyproperties.com/
www.devonprop.com/property-management/apartments/
www.prolinemanagement.com/

DID YOU KNOW?

In looking for accommodation, you will encounter the names of various Victoria neighborhoods. You can find information on various neighbourhoods in Victoria at www.victoria.ca and keep in mind that Saanich, BC

Some UVic and Victoria facebook pages also include listings by students and community members. Whether using a listing website or Facebook, always proceed with caution. Contact prospective property managers/listers by phone or e-mail and keep your personal information to a minimum until necessary. Save time and phone ahead to verify details and confirm the price, size, lease period, and what's included.

Property managers often require a reference letter from your previous landlord or a character reference from a previous employer/educator. Keep reference letters and resumes on hand to send to property managers as requested.

Finding a Place—KNOW YOUR RIGHTS:

A landlord cannot discriminate in tenancies based on a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, gender, sexual orientation, age or legal source of income (Section 10 of the Human Rights Code) (unless the building is designated for residents 55 or older or for persons with disabilities).

A landlord usually cannot refuse to rent to people because they have children, but can limit the number of people living in a rental unit.

To complain about discrimination or to ask for more information, contact:

BC Human Rights Tribunal

1170 – 605 Robson Street

Vancouver BC V6B 5J3 P

Phone: 604-775-2000 Toll-free in BC: 1-888-440-8844

Email: BCHumanRightsTribunal@gov.bc.ca

Website: www.BCHRT.bc.ca

A landlord might ask for personal information from a prospective tenant to conduct a credit or reference check. The landlord must protect this personal information and comply with the *Personal Information Protection Act*.

Questions to ask a property manager:

When searching for a place, use the following guide to find more information about your future home:

- ⇒ What is the deposit?
- ⇒ What furnishings/appliances/utilities are included?
- ⇒ When is the rent due?
- ⇒ Is there a penalty/fee if the rent is late?
- ⇒ How long is the lease?
- ⇒ When does the lease end/begin?
- ⇒ What is the penalty for breaking the lease?
- ⇒ How much is the deposit?
- ⇒ How and when is the deposit refunded?
- ⇒ Should all roommates sign the lease?
- ⇒ What utilities are included in the rent?
- ⇒ What is the average monthly cost for heat, gas, electricity, etc., if they are not included in the rent?
- ⇒ May the apartment be altered (painted, etc.)?
- ⇒ Can you hang pictures on the wall (and how)?
- ⇒ How are maintenance concerns handled?
- ⇒ What is the procedure to report problems or concerns?

Things to look for:

Location:

Safety at night
Transport links/Busstops
Stores/Restaurants/Bars
Close to friends
Close to university

Building Condition:

Roof, doors & windows
Garbage Disposal
Outdoor/Communal spaces
Security (lighting, back gate etc.)

Internal condition:

Bedroom sizes and condition
Bedroom furniture (beds, desks, storage etc)
Bathroom(s)
Living area
Kitchen
Kitchen storage (inc. Fridge/ Freezer)
Utility room
Main Appliances
Fire safety (smoke detectors/fire extinguishers etc)
Heating system
General condition (note: pests/ leaks/damp/dirt/mould)

Money Matters—Budgeting for Rental costs

Your rent and additional expenses can add up, here are some monthly expenses that may or may not be included with rent:

- utilities (electricity, heating and hot water)
- TV, internet and home phone services
- coin-operated laundry
- more expensive transit pass
- parking fee or permit
- tenant insurance
- security deposit
- pet damage deposit
- deposits to utility companies
- installation / activation fees to utility companies
- deposits to telecommunication companies
- installation / activation fees to telecommunication companies
- renting a moving truck
- boxes and supplies to pack your belongings
- new appliances (cutlery, microwave, TV, etc.)
- furniture (bed, couch, dresser)



Keep in mind that food, clothing, toiletries, internet and phone are some basic necessities that also require budgeting along with rent.

Tenancy Agreements:

Every landlord and tenant must enter into a Residential Tenancy Agreement in writing. This is a contract that establishes the rules regarding the tenancy. The tenancy agreement must be signed and dated by both landlord and tenant. Once the agreement is signed, it is final and legally binding. Not complying with the tenancy agreement can have negative results, such as loss of rent or eviction. The landlord must give the tenant a copy of the signed and dated tenancy agreement within 21 days of signing.

A landlord can create a tenancy agreement as long as it complies with all laws and rules. The agreement must include:

- ⇒ Legal names of the landlord and tenant
- ⇒ Address and telephone number of the landlord or agent
- ⇒ Address of the rental unit
- ⇒ The date on which the tenancy starts
- ⇒ For a fixed term tenancy, the date the tenancy ends and whether the tenancy may continue or whether the tenant must vacate the rental unit on that date
- ⇒ The amount of the rent and when it is due
- ⇒ The list of services and facilities included in the rent
- ⇒ The amount of security or pet damage deposit and when they are to be paid
- ⇒ Signatures of the landlord and tenant
- ⇒ The date the agreement was signed
- ⇒ The standard terms on: • Pets • Condition inspections • Rent increase • Subletting • Repairs • Occupants and guests • Locks • Landlord's entry into rental unit • Ending the tenancy

Additional terms may include:

- ⇒ Other Fees and deposits
- ⇒ Who is responsible for utility costs such as heat and electricity
- ⇒ Whether smoking is permitted in the unit or on the premises
- ⇒ What happens when an additional person joins the household
- ⇒ Whether parking is included
- ⇒ Whether subletting is allowed

Tenancy Agreements—Keep in mind that:

- ◆ If your agreement is not with the landlord, you will not have protection under the Residential Tenancy Act. This is common when an existing tenant allows a roommate to move in without getting the landlord's agreement to add that person to the tenancy agreement.
- ◆ Once a tenancy has begun, terms of the tenancy agreement can only be changed or added with the written agreement of both the landlord and tenant (landlords do not need a tenant's consent to make changes in an agreement for rent increases in accordance with the law).
- ◆ Landlords and tenants should discuss the addition of roommates to the tenancy agreement so they are clear about the terms of the new arrangement. Without being added to the tenancy agreement, roommates do not have recourse through the Residential Tenancy Branch as there is no contractual relationship between the roommate and the landlord.

You can find and print a copy of a standard tenancy agreement on <https://www2.gov.bc.ca> — (<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>)

Security Deposit

This is money provided by the tenant to the landlord at the start of a tenancy, and held in trust by the landlord until the end of the tenancy. The landlord cannot ask for more deposit money if the rent increases or more people move in, and cannot require a security deposit after the tenancy agreement has begun. Once the security deposit is paid, the tenancy is considered to be started regardless of whether a tenancy agreement is signed. Neither the security deposit nor the pet damage deposit can be more than one half a month's rent.

Within 15 days from the end of the tenancy, the landlord must:

- a) Return the deposit(s) or
- b) Apply for dispute resolution to keep all/part of the deposit(s) or
- c) Get the tenant's written consent to keep all/part of the deposit(s).

Paying Rent

- ◆ The tenant must pay the rent on or before the day it is due.
- ◆ Rent must be paid in full and on time
- ◆ The day that rent payment is due must be made clear in the tenancy agreement
- ◆ The landlord must provide a receipt for rent paid in cash and must make it clear where the rent payment should be dropped off
- ◆ Rent is overdue if the full amount is not paid by midnight on the day it is due
- ◆ The tenant cannot use the security or pet damage deposits as rent unless the landlord agrees to this in writing.

Know Your Rights:

Tenants can withhold rent if:

- ⇒ the landlord agrees in writing or,
- ⇒ a tenant has overpaid their deposit or,
- ⇒ the landlord illegally increases the rent or,
- ⇒ the landlord does not reimburse the tenant for emergency repairs after receiving the written account and receipts

Rent Increases:

Rent can increase only once a year and only by an amount permitted by law. The law allows inflation plus 2%, as well as a proportion of increases in some operating costs.

The landlord must issue a notice of rent increase **three rental periods** prior to the rent increase taking place. The landlord must use the “Notice of Rent Increase” approved form and may only raise the rent once in any 12-month period. To raise the rent above the permitted amount, the landlord must have either the tenant’s written agreement or an RTB order.

Check the RTB website (www.gov.bc.ca/landlordtenant), call the information line, or visit a branch office to find out the maximum rent increase allowed in the current year.

Responsibilities for Repairs and Maintenance

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.



Inspecting 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. 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.

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.

Emergency Repairs

Emergency repairs are necessary if health and safety of 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

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 or allow the repairs to continue & 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.

Landlord entering the property

You are entitled to reasonable privacy and exclusive use of your unit. Unless you give your landlord permission to enter, they must provide:

- At least 24 hours written notice (but not more than 30 days), stating the: Date, time of entry (in between 8:00am and 9:00pm) and reasonable reason for entry

Landlords are allowed to inspect units once a month, if they provide proper notice.

Exceptions: There are certain situations when a landlord is allowed to enter the unit without notice or consent:

- there is an emergency and entry is necessary to protect life or property
- they have obtained a Residential Tenancy Branch order granting permission
- the landlord needs to provide housekeeping services in accordance with the tenancy agreement
- you abandon the rental property

Noise Issues & Quiet Enjoyment

As part of the tenancy agreement, tenants have a right to peace, quiet and privacy in their homes – a right that comes from the common law principle of quiet enjoyment. That means every tenant has the right to:

- Reasonable privacy
- Freedom from unreasonable disturbance
- Exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with the laws
- Use of common areas (like hallways, yards, laundry facilities) for reasonable & lawful purposes, free from significant interference



Noise Issues & Quiet Enjoyment (cont.d)

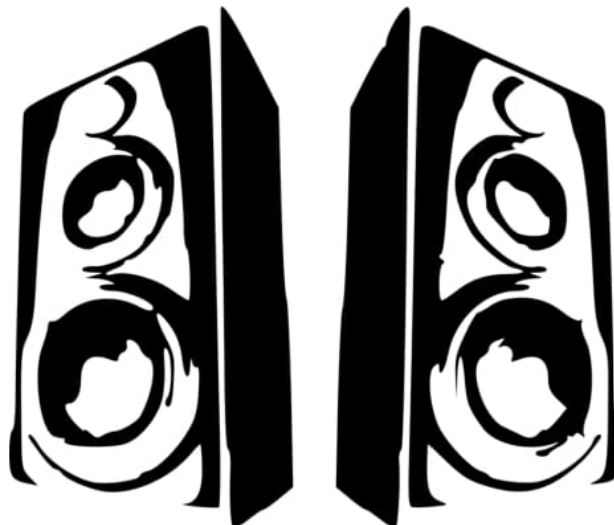
Quiet enjoyment may also include the tenant's right to have guests, cook foods of their choice, play music at a reasonable level during acceptable hours, practice their religion, and have the use of all the services and facilities described in the tenancy agreement, maintained in good repair.

Tenant & Landlord Responsibilities

Tenants must make sure they, their guests and their pets don't unreasonably disturb other occupants. If there are disturbances like unreasonable noise, excessive second-hand smoke or harassment from a neighbouring tenant of the same landlord, the tenant should speak to the landlord about the issue.

A landlord must provide quiet enjoyment to all tenants. Upon getting a disturbance complaint from a tenant, the landlord must take steps to fix the problem. For example, a landlord may need to speak to a tenant about noise if it bothers neighbouring tenants. In this type of a situation, the landlord should:

- ◆ Talk to the disruptive tenant(s) about the problem
- ◆ Let the complainant know what's being done to address the issue
- ◆ Follow up with the disruptive tenant in writing to explain:
 - ◆ The details of the problem
 - ◆ The reasonable amount of time allotted to resolve the problem
 - ◆ What may happen if the tenant doesn't fix the problem (e.g. serve notice to end the tenancy)



Terminating Tenancy

- Tenant or landlord gives legal notice to end the tenancy
- Landlord and tenant mutually agree to end the tenancy
- Tenancy agreement is a sublease agreement that clearly states the subtenant will move out at the end of the term of the agreement
- Tenancy agreement is a fixed term agreement that requires the tenant will move out at the end of the fixed term
- Tenancy agreement is frustrated by circumstances beyond the landlord or tenant's control
- Tenant abandons the rental unit
- Landlord has an order of possession from the Residential Tenancy Branch (RTB)
- It's okay if a landlord and tenant change their minds about ending a tenancy – as long as they agree to it in writing. The tenancy then continues under the same terms.

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. If a tenant doesn't serve proper notice or leaves a tenancy early, they may be required to pay compensation if the landlord loses money.

A tenant must give a landlord written notice to end their tenancy – both parties should keep a copy. The notice needs to include the:

- Tenant's name
- Date
- Address of the rental unit
- Date the tenant plans to leave
- Tenant's signature

Multiple tenants: If any one of the tenants on a tenancy agreement serves the landlord notice to end the tenancy, the tenancy ends for all of the tenants in the rental unit on the effective date of the notice. A written agreement with the landlord is required for any tenants who want to continue renting the unit.

Moving Out

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.

Dispute Resolution

Dispute resolution is the formal process for resolving disputes between landlords and tenants – it's similar to a court proceeding. Landlords and tenants can apply for dispute resolution when they can't resolve a problem related to a tenancy.

Common Reasons Why Tenants Apply for Dispute Resolution:

- ◆ Dispute a Notice to End Tenancy
- ◆ Dispute an additional rent increase
- ◆ Have a landlord make repairs to the rental unit or property
- ◆ Apply for compensation from a landlord for money owed or other tenancy-related issues

For more information about dispute resolution, visit:

<https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>



Acknowledgements

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Contact Information:

Vancouver Island Public Interest Research Group

University of Victoria Student Union Building B122

Box 3035, Stn CSC

Victoria, BC V8W 3P3

Lekwungen and WSÁNEĆ Territories

info@vipirg.ca ~ www.vipirg.ca

All information herein is sourced from <https://www2.gov.bc.ca>, <http://tenants.bc.ca/> and <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies>. In case of conflicts between this manual and the aforementioned online government sources, the online government sources should be used for the most accurate and up-to-date information.