

Law Foundation Conference - Fact Pattern

Ms. Orange is a tenant in the basement suite of a home owned by Ms. Fuchsia. Ms. Orange has come to you for assistance as she has been served with two eviction notices. At your initial interview, you learn the following about the tenancy from Ms. Orange:

Ms. Orange's tenancy in Ms. Fuchsia's basement suite began in January 2015. The rent was set at \$1000 per month, and Ms. Fuchsia has never issued Ms. Orange a rent increase. The two had a good relationship, as they were close friends prior to the start of the tenancy.

In January 2017, Ms. Orange started a new job. Her new employer often was late in paying her, and she thus began to regularly pay her rent late. When these late payments began, Ms. Fuchsia gave Ms. Orange a warning letter, informing her that she could be evicted for non-payment, but Ms. Fuchsia never served an eviction notice. Ms. Orange tells you that she had a conversation with Ms. Fuchsia where she explained the issues with getting paid late, and that Ms. Fuchsia was understanding.

After the initial letter, Ms. Fuchsia would occasionally send reminder emails asking the tenant to pay when she was late in payment. Over the course of the tenancy, Ms. Orange has always paid the full rent within the first 7 days of the month, but there was no explicit agreement between the two about this.

Ms. Orange continued to pay rent late on a regular basis until July 2019. At that time, she changed jobs and began to be paid on time. Between July 2019 and April 2020, Ms. Orange usually paid on time, but was late 5 times, most recently in March. Each time, Ms. Fuchsia would send similar reminder emails that asked Ms. Orange to pay when she could, and Ms. Orange paid rent within 5 days of the day it was due.

Due to the COVID-19 pandemic, Ms. Orange was laid off due in mid-April 2020, and could not afford her full rent payments. When she was laid off, Ms. Orange asked Ms. Fuchsia to complete the forms from BC Housing to receive the Temporary Rental Supplement, and she did. Ms. Orange received \$300 per month, but this was not enough to cover her rent shortfall. From May to August, Ms. Orange paid her rent in full twice, but it was late by 15 days each time. Her rent arrears from the other two months total \$600.

In late July, Ms. Fuchsia offered Ms. Orange a repayment plan. Under the plan, Ms. Orange would pay \$200 per month from October to December to repay her arrears. Ms. Orange accepted this deal because she felt she had no other choice as Ms. Fuchsia told her that she would evict her if she did not agree to pay it back.

On September 1, Ms. Orange could only pay \$700 of her rent. On September 2, Ms. Fuchsia served a 10 Day Notice to End Tenancy for Non-Payment. On September 3, Ms. Orange paid an additional \$300 towards her September rent. On September 4, Ms. Fuchsia served Ms. Orange with a 1 Month Notice to End Tenancy for Cause. Both Notices can be found at the end of this document.

Today is September 5 and Ms. Orange has come to you for help. She wants to maintain her tenancy, and also wants to know if she has to start repaying her rent arrears in October.

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 legal 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 (form RTB-5).

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

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

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

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

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

last name

first and middle name(s)

last name

first and middle name(s)

 (optional) phone number *(optional)* other phone number

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

unit number

street number and street name

city

province

postal code

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

unit/site #

street number and street name

city

province

postal code

daytime phone number

other phone number

fax number for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the *Residential Tenancy Act*,
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*, or
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on:

1	January	2015
day	month	year

Check ☒ A) and continues on a month-to-month basis until ended in accordance with the Act.

A, B or C ☐ B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.

☐ weekly ☐ bi-weekly ☐ other:

☐ C) and is for a fixed term ending on

day	month	year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

Check ☐ D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.

D or E

☐ E) At the end of this time, the tenancy is ended and **the tenant must vacate the rental unit.**

This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required):

Residential Tenancy Regulation section number (if applicable):

* If you choose E, both the landlord and tenant must initial here

The tenant **must move out on or before the last day of the tenancy.**

Landlord's
Initials

Tenant's
Initials

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 for Unpaid Rent* (form RTB-30) 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 checked="" type="checkbox"/> Water	<input checked="" type="checkbox"/> Natural gas	<input checked="" type="checkbox"/> Garbage collection	<input checked="" type="checkbox"/> Refrigerator	<input checked="" type="checkbox"/> Carpets
<input type="checkbox"/> Cablevision	<input type="checkbox"/> Sewage disposal	<input checked="" type="checkbox"/> Recycling services	<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Parking for <table border="1" style="display: inline-table; width: 50px; height: 15px;"></table> vehicles
<input checked="" type="checkbox"/> Electricity	<input type="checkbox"/> Snow removal	<input type="checkbox"/> Kitchen scrap collection	<input checked="" type="checkbox"/> Stove and oven	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 150px; height: 15px;"></table>
<input checked="" type="checkbox"/> Internet	<input type="checkbox"/> Storage	<input type="checkbox"/> Laundry (coin-op)	<input checked="" type="checkbox"/> Window coverings	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 150px; height: 15px;"></table>
<input checked="" type="checkbox"/> Heat	<input type="checkbox"/> Recreation facilities	<input checked="" type="checkbox"/> Free laundry	<input type="checkbox"/> Furniture	<input type="checkbox"/> Other: <table border="1" style="display: inline-table; width: 150px; height: 15px;"></table>
<input type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 400px; height: 20px;"></table>				

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)(c), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant three 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 three 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 and has 6 months or more remaining in the term, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the *Residential Tenancy Act*.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

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

- 2) The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the *Residential Tenancy Act*.

12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

- f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- 3) The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the *Residential Tenancy Act*, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the *Residential Tenancy Act*.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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

16. RESOLUTION OF DISPUTES

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

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☒ is ☐ is not an Addendum

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

Number of pages of the Addendum:

Number of additional terms in the Addendum:

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

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

Fuschia

Joan

last name

first and middle name(s)

Signature: J. Fuschia

Date: January 1, 2015

last name

first and middle name(s)

Signature: _____

Date: _____

TENANT(S):

Orange

Jane

last name

first and middle name(s)

Signature: J. Orange

Date: January 1, 2015

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, may take priority over the terms of this tenancy agreement.

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

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

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

FOR MORE INFORMATION

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

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

Victoria 250-387-1602

Addendum to Tenancy Agreement

1. Tenant promises to professionally clean the carpets at the end of the tenancy, otherwise the Landlord can keep \$200 of the deposit.
2. Tenant agrees to always pay rent on time, and that not paying rent on time is a material breach of this agreement.

Tenant: J. Orange

Landlord: J. Fuchsia

Date: January 1, 2015

There are special rules for arrears incurred between March 18, 2020 to August 17, 2020. Please visit <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/covid-19> for more information.

Tenant: This is a legal notice that could lead to you being evicted from your home

HOW TO DISPUTE THIS NOTICE

You have **5 days** to pay rent and/or utilities to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch online, in person at any Service BC Office or by going to the Residential Tenancy Branch Office at #400 - 5021 Kingsway in Burnaby. If you do not apply within the required time limit, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the effective date of this Notice.

☐ **This Notice applies to the Manufactured Home Park Tenancy Act, Section 39**
☒ **This Notice applies to the Residential Tenancy Act, Section 46**

To the Tenant: (use Schedule of Parties form #RTB- 26 to list additional tenants)

first and middle name Jane	last name Orange
first and middle name	last name
main phone 604-555-1111	other phone

Tenant Address:

site/unit # Base	street # and name 123 Fake Street	city Vancouver	province BC	postal code V1V
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From the Landlord: (use Schedule of Parties #RTB- 26 to list additional landlords)

first and middle name Joan	last name Fuchsia
main phone 604-555-2222	other phone

Landlords address:

site/unit # Main	street # and name 123 Fake Street	city Vancouver	province BC	postal code V1V
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I, the Landlord, give you 10 days' notice to move out of the rental unit/site located at:

site/unit # Base	street # and name 123 Fake Stree	city Vancouve	province BC	postal code V1V
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You must move out of the rental unit by: DD/MM/YYYY
12/09/2020

Name of landlord/agent Joan Fuchsia	Signature of Landlord/agent <i>J. Fuschia</i>	date signed DD/MM/YYYY 02/09/2020
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Your personal information is collected under section 26 (a) and (c) of the Freedom of Information and Protection of Privacy Act for the purpose of administering the Residential Tenancy Act. If you have any questions regarding the collection of your personal information, please call 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

Complete the details below at the time of service (not required on landlord's copy; failure to complete does not invalidate notice).

Served by:

- ☒ In person to the tenant or agent of the person or adult (over 19) who apparently lives with the person
- ☐ Sending a copy by registered mail to the address at which the person resides
- ☐ Leaving a copy in a mailbox or mail slot at the address where the person resides
- ☐ Attaching a copy to the door or other conspicuous place where the tenant resides
- ☐ As ordered by the Director of the Residential Tenancy Branch (attach copy of Substituted Service Order)
- ☐ By fax on DD/MM/YYYY

02/09/2020

Landlords should also complete Proof of Service Notice to End Tenancy (form #RTB-34) as evidence of service.

I am ending your tenancy because:

- ☒ You have failed to pay rent
in the amount of \$ \$900 due on: (DD/MM/YYYY) 01/09/2020
- ☐ You have failed to pay utilities
in the amount of \$ _____ following written demand on: (DD/MM/YYYY) _____

IMPORTANT INFORMATION ABOUT THIS NOTICE

REQUIREMENTS FOR THIS NOTICE:

1. EFFECTIVE DATE OF NOTICE

The effective date of this Notice is any day after the rent was due (for unpaid rent) and/or 30 days after the tenant was given a written demand for unpaid utilities. You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you). If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 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 you live; or faxes it to a number you have provided as an address for service; or
- 5 days after the landlord sends the Notice by registered or regular mail to the address where you live.

Note: The date a person receives documents is what is used to calculate the time to respond.

2. INFORMATION FOR LANDLORDS AND TENANTS

The tenant may not withhold rent unless ordered by an arbitrator, or the tenant has paid for emergency repairs and provided the landlord with receipts and a written description of what happened. If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate. 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 on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice. You **MUST NOT** physically evict a tenant without a Writ of Possession obtained from the Supreme Court of British Columbia after an arbitrator has issued an Order of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a court order.

3. INFORMATION FOR TENANTS

You have the right to dispute this Notice within 5 days after you receive it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch or at a Service BC Office. An arbitrator 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 5 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.

You may dispute the Notice for specific reasons such as:

- you have proof the rent was paid; or,
- you have an order from an arbitrator giving you permission to keep all or part of the rent; or,
- you held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

Note: The date a person receives documents is what is used to calculate the time to respond.

4. INFORMATION FOR LANDLORDS

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 file an Application for Dispute Resolution for an Order of Possession.

If the tenant applies to dispute this Notice and an arbitrator dismisses the tenant's application or upholds this Notice, the arbitrator must grant an Order of Possession for the landlord.

The Direct Request process is completed without either party attending a hearing. Instead the landlord submits:

- An Application for Dispute Resolution by Direct Request (#RTB-12LDR)
- A Direct Request Worksheet (#RTB-46)
- A copy of this Notice (#RTB-30)
- Proof of Service Notice to End Tenancy (#RTB-34)
- A copy of the tenancy agreement (including the addendum, if there is one)
- When payment for utilities is required, a copy of the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities.
- A copy of all Notices of Rent Increase since the tenancy began, if rent has increased.

The landlord will receive a proceeding package which must be served on the tenant **within three days**, and send the proof of service of the package to the Residential Tenancy Branch. An arbitrator will review all documentation and will make a decision, which is final and binding on both parties. There are limited reason(s) that will be considered for a review of the decision.

FOR MORE INFORMATION:

www.gov.bc.ca/landlordtenant

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

This is page 3 of a 3-page Notice. The landlord must sign page one of this Notice and must give the tenant every page.

There are special rules for arrears incurred between March 18, 2020 to August 17, 2020. Please visit <https://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/covid-19> for more information.

Tenant: This is a legal notice that could lead to you being evicted from your home

HOW TO DISPUTE THIS NOTICE

You have the right to dispute this Notice **within 10 days** of receiving it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch online, in person at any Service BC Office or by going to the Residential Tenancy Branch Office at #400 - 5021 Kingsway in Burnaby. If you do not apply within the required time limit, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the effective date of this Notice.

Landlord: (check one) ☒ **Rental unit, Residential Tenancy Act**
☐ **Manufactured home site, Manufactured Home Park Tenancy Act**

To the Tenant: (use Schedule of Parties form #RTB-26 to list additional tenants)

first and middle name Jane	last name Orange
first and middle name	last name
main phone 604-555-1111	other phone

Tenant Address:

site/unit # Basement	street # and name 123 Fake Street	city Vancouver	province BC	postal code V1V 1V1
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From the Landlord: (use Schedule of Parties form #RTB-26 to list additional landlords)

first and middle name Joan	last name Fuchsia
main phone 604-555-2222	other phone

Landlords address:

site/unit # Main	street # and name 123 Fake Street	city Vancouver	province BC	postal code V1V 1V1
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I, the Landlord, give you One Month's Notice to move out of the rental unit/site located at:

site/unit # Basement	street # and name 123 Fake Street	city Vancouver	province BC	postal code V1V 1V1
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You must move out of the rental unit by: DD/MM/YYYY
4-Oct-20

name of landlord/agent Jane Fuschia	signature of landlord/agent J. Fuschia	date signed DD/MM/YYYY 4-Sep-20
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Your personal information is collected under section 26 (a) and (c) of the Freedom of Information and Protection of Privacy Act for the purpose of administering the Residential Tenancy Act. If you have any questions regarding the collection of your personal information, please call 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

Complete the details below at the time of service: (Not required on landlord's copy; failure to complete does not invalidate notice).

Notice served:

- ☒ In person to the tenant or agent of the tenant or with an adult (over 19) who apparently lives with the tenant
- ☐ Sending a copy by registered mail to the address at which the person resides
- ☐ Leaving a copy in a mailbox or mail slot at the address where the person resides
- ☐ Attaching a copy to the door or other conspicuous place where the tenant resides
- ☐ As ordered by the Director of the Residential Tenancy Branch (attach copy of Substituted Service Order)
- ☐ By fax on

DD/MM/YYYY
4-Sep-20

Landlords should also complete Proof of Service Notice to End Tenancy (form #RTB-34) as evidence of service.

Reason for this One Month's Notice to End Tenancy: (check all boxes that apply)

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

Details of Causes(s): Describe what, where and who caused the issue and include dates/times, names etc. This information is required. An arbitrator may cancel the notice if details are not provided.

Details of the Event(s):

Tenant has always been late paying rent, despite warnings. Tenant is in breach of the material term of her tenancy that she pay rent on time. I warned her in a letter. Tenant not paying rent on time is putting me at risk of not making my mortgage.

IMPORTANT INFORMATION ABOUT THIS NOTICE

1. WHEN YOU ARE CONSIDERED TO HAVE RECEIVED THIS NOTICE

You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you). If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 3 days after the landlord either leaves the Notice in the mailbox or through the mail slot; posts it on the door or a noticeable place at the address where you live; or faxes it to a number you have provided as an address for service; or
- 5 days after the landlord sends the Notice by registered or regular mail to the address where you live.

2. INFORMATION FOR TENANTS

You have the right to dispute this Notice **within 10 days** after you receive it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch or at a Service BC Office. An arbitrator 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 one 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.

Note: The date a person receives documents is what is used to calculate the time to respond.

3. INFORMATION FOR LANDLORDS

You can file an Application for Dispute Resolution for an Order of Possession if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired. The tenant has 10 calendar days from the date of receipt of this Notice to file an Application for Dispute Resolution.

If the tenant disputes this Notice, a hearing will be held. You will have an opportunity to participate and prove that the tenancy should end for the reason you have indicated on this Notice. An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified on this Notice. If an arbitrator upholds this Notice, the arbitrator must grant an Order of Possession to you. If an arbitrator determines this Notice is not valid, the notice to end tenancy is canceled and the tenancy continues. Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received. You **MUST NOT** physically evict a tenant without a Writ of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a court order.

FOR MORE INFORMATION:

www.gov.bc.ca/landlordtenant

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

This is page 3 of a 3-page Notice. The landlord must sign page one of this Notice and must give the tenant every page.