Legal Services Society

British Columbia
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AGENDA

Legal Aid Bootcamp 2018

Legal Services Society's free conference for community workers of the Lower Mainland

Sheraton Vancouver Guildford Hotel

15269 104 Ave, Surrey, BC V3R 1N5

TUESDAY APRIL 24, 2018 – DAY 1

Times	Room	Workshop	Speaker
8:00 – 9:00	***Registration, welcome breakfast and materials pick-up***		
9:00-9:30	**Opening Remarks** - *Sherry MacLennan - Director Public Legal Information and Applications Legal Services Society* **Opening Ceremony** - *Gramma Joy - Star Elder*		
9:30 – 11:00	Tynehead Ballroom	▪ **Overview of Child Protection Services** ▪ **Overview of Parents Legal Centre**	*Jeff Speed - PLC Lawyer* *Danielle J. VanderEnde - PLC Lawyer*
11:00 – 11:15	*Coffee Break*		
11:15 – 12:45	Tynehead Ballroom	**Domestic Violence and Protection Orders: Panel Discussion**	*Salima Samnani - Family Lawyer* *Rob Dhanu - Criminal Lawyer* *Jennifer Blizard - Surrey RCMP* *Marnie Westbury - Crown Counsel*
12:45 – 1:30	*Lunch*		
1:30 – 3:00	Tynehead 1-2	**Overview of Immigration Law and Sponsorship Breakdown**	*Kamaljit Lehal - Immigration Lawyer* *Uphar Dhaliwal - Family, Immigration and Child Protection Lawyer*
	Fraser	**Youth, Violence and Gangs, Restorative Justice and Criminal Law**	*Rob Dhanu - Criminal Lawyer* *Michael Sanchez - Surrey RCMP* *Joanne Field - ED, Abbotsford Restorative Justice* *Christianne Paras - Education Coordinator, Community Justice Initiatives Langley*
3:00 – 3:15	*Coffee Break*		
3:15 – 4:45	Tynehead 1-2	**Family Law and Child Protection Crossover**	*Jeff Speed - PLC Lawyer* *Uphar Dhaliwal - Family, Immigration and Child Protection Lawyer*
	Fraser	**Federal Public Pensions (CPP, OAS, GIS, CPPD)**	*Tatiana Belyaeva - Advocacy Programs Assistant Manager, Sources*
	Tynehead 3	**Applying for Guardianship**	*Jessie Caryl - Advocate-Lawyer, Parent Support Services Society of BC*
5:00 – 6:30	Tynehead Ballroom	***Networking Reception***	

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WEDNESDAY APRIL 25, 2018 – DAY 2

Times	Room	Workshop	Speaker
8:30 – 9:00	Welcome Breakfast		
9:00 – 10:30	Tynehead Ballroom	**Overview of Family Law**	*Todd Bell - Family Lawyer*
10:30 – 10:45	*Coffee Break*		
10:45 – 12:15	Tynehead 1 - 2	**Relocation and Mobility issues**	*Inga Phillips - Family Lawyer*
	Fraser	**Income Assistance**	*Soraya VanBuskirk - Advocacy Program Manager, Sources*
	Tynehead 3	**Residential Tenancy**	*Natasha Cornwallace - Legal Advocate, Sources*
12:15 – 1:15	*Lunch*		
1:15 – 2:45	Tynehead Ballroom	**Legal Services Society: Updates on Legal Resources**	*Deneen Garrett - Provincial Supervisor, Legal Aid Applications, LSS* *Rhaea Bailey - Manager, Indigenous Services, LSS* *Olga Volpe - Manager, Family Law Services, LSS* *Patricia Lim - Publications Development Coordinator, LSS* *Cathy Sostad - Senior Legal Information Outreach Worker, Intake and Referral Services, LSS* *Alex Peel - Community Engagement Coordinator, LSS*
2:45 – 3:00	*Coffee Break*		
3:00 – 4:30	Tynehead Ballroom	**Updates on Legal Resources (Other Agencies)**	*karima budhwani - Law Foundation* *Kathryn McCart - People's Law School* *Jimmy Yan - Access Pro Bono* *Dave Nolette and Lali Pawa - Justice Education Society* *Andrew Sakamoto - TRAC* *Tatiana Belyaeva - Ask an Advocate - Sources*

CHILD PROTECTION LAW: PRIMER

Jeff Speed, Lead Lawyer,

Danielle VanderEnde, Lawyer

OVERVIEW OF THE *CHILD, FAMILY AND COMMUNITY SERVICE ACT* (CFCSA)

- Legislation under which the Director of Child, Family and Community Services provides child protection/support
  - MCFD and delegated Aboriginal agencies
- Parents' right and responsibility to care for the child(ren)
  - Director responsible to make sure child is safe and adequately cared for
- CFCSA gives legal options to remedy child protection concerns
- Exclusively dealt with in Provincial Court

DUTY TO REPORT – S.14

- Positive obligation on every person to promptly report protection concerns to the Ministry
- Even if information:
  - Is based on privileged relationship (except for solicitor-client),
  - Is confidential, or its disclosure is prohibited under another Act
- Failure can result in:
  - Fine of up to $10,000.00
  - 6 months imprisonment

WHAT IS CONSIDERED A PROTECTION CONCERN?– S.13

- Child has been or is likely to be:
  - Physically harmed by the parent
  - Sexually abused or exploited by a parent
  - Someone else has or likely to physical harm or sexually abuse a child
  - Child not receiving necessary health care or developmental treatment
  - Parent not adequately supervising a child (or use of inadequate caregivers)
  - Child is emotionally harmed by parent or living in domestic violence; emotional harm = child demonstrates sever anxiety, depression, withdrawal, self-harm, or aggressive beahvior

AFTER A REPORT IS MADE

- Case-by-case assessment of each report
- Least disruptive response necessary to keep a child safe
- If no immediate harm, Director may:
  - Offer family support services
  - Refer child or family to community agency
  - Conduct further investigation
  - Take no further action
- Director may visit home and see the child without a court order

OPTIONS TO REMOVAL

- Safety Plans
  - Require parental cooperation
  - Must be written and signed by parents
  - Can address services or conduct and may include temporary relocation of child or other family member
- Ministry must be convinced:
  - Parents will abide by the Safety Plan, and
  - Plan will sufficiently protect the child

OUT OF COURT PROCESSES

- Require:
  - Written agreement with parents
  - Time limited, but can be extended based on child's age
  - Can offer financial compensation to temporary care giver
- Options:
  - Voluntary Care Agreements (s.6)
  - Extended Family Plan (s.8)
  - Special Needs Agreements (s.7)
  - Agreements with Child's Kin & Others (Kith and Kin)

IF CHILD DEEMED IN NEED OF PROTECTION

- Two kinds of removal
  - Child is immediate danger
  - Unaddressed accumulation of concerns over time
- Occur when child in immediate danger or less instructive options have proven insufficient to protect child
- Director must be in court within 7 days of removal

PRESENTATION (INTERIM) HEARING

- Court documents include "Report to Court" which details facts relating to the removal and protection concerns
- Director can return at any time (with or without supervision) and withdraw from court
- Trials:
  - Set several weeks away
  - Summary in nature
  - Hearsay admission
- Interim order is for 45 days

PROTECTION HEARING

- Various Types (see flow chart)
  - Supervision Orders, Temporary Custody Orders, Continuing Custody Order
- Orders are made for limited periods of time (usually 3 or 6 months), based on age of children
- Parent can choose to consent or oppose application:
  - If all parties consent, can sign a s.60 consent which means that the court has not made a finding that the child is in need of protection
  - If parent opposes, parties will set a Rule 2 Case Conference, and eventually, a hearing

ADDITIONAL ORDERS (S.54)

- S.54.01 – Permanent transfer of custody to a person other than the parent made **before** a CCO
- S. 54.1 – Permanent transfer of custody to a person other than a parent **after** a CCO
- Vary or Cancel a Continuing Custody Order:
  - Parent must have leave (permission from court) to apply
  - Two part process, where parent needs to prove that the "circumstances have changed significantly" and it is in the "best interests of the child to cancel order"
  - Parties can get legal aid representation, but requires special application through legal aid head office

LEGAL ADVICE FOR CHILDREN OR 3RD PARTIES?

- MCFD will arrange independent legal advice (ILA) for:
  - children over the age of 12 who are subject of proposed consent orders
  - third parties (grandparents, aunts/uncles) who may be receiving custody of a child
- ILA is arranged by the social worker who will connect the child or 3rd party of a lawyer
- Children can also be added as a party of the proceedings in limited situations

HOW TO SUPPORT CLIENTS

- Refer them to legal aid to retain a lawyer
- Encourage parent to be proactive about any child protection concerns and/or explore family, friends, or Aboriginal community to care for child
- If client is Aboriginal, make sure client has access to support and involvement from First Nations community
- If needed, make sure client has support/advocate at meetings to take notes or help client communicate productively with the social worker
- Encourage client to remain in contact with social worker, and attend visits/meetings on time

SURREY PARENTS LEGAL CENTRE

Jeff Speed, Lead Lawyer,

WHAT IS THE PARENT'S LEGAL CENTRE?

- Legal Services Society Pilot Project
- New Model in Child Protection Services that seeks to achieve collaborative resolution prior to or early in court process
- Focuses on early intervention/addressing concerns before matter escalates, and attempts to achieve an alternative solution that maintain families as much as possible
- Ability to provide wrap around services with the use of an Advocate

PLC APPROACH

- Collaborative vs. Adversarial Approach
- Scheduling ADR vs Scheduling Court hearing dates
- Integrating the services of lawyer and advocate
- Advocate will assist client in accessing community resources
- Client centered team support client

WHY EARLY INTERVENTION?

- Clients are eligible for services as soon as child protection investigation commences
- Getting assistance from a lawyer and advocate greatly increases Clients chances to fully understand safety concerns and meet those expectations as soon as possible
- Not necessary to have case in court in order to work with PLC
- Lawyer will take responsibility to respond to court application, while advocate assists in accessing community resources and provides additional support for meetings,

WHO QUALIFIES FOR PLC?

- Requirements:
  - Parent or "person who stands in in place of a parent"
  - Must have child protection concern
  - File must fall within Surrey Provincial Court catchment (i.e. Surrey, White Rock and Langley)

- Files that may not be appropriate:
  - Trial dates have been booked and is "imminent"
  - Client has serious and/or unresolved criminal allegations against them
  - FLA applications are adverse to Client's goals
  - Pre-existing FLA where client has counsel
  - Mediation is inappropriate due to level of family violence

IMPACT: VANCOUVER PLC

- Facilitating early resolution of child protection concerns by connecting with the client earlier, either at risk of removal or right after a removal
- Facilitating resolution in a timely way whenever possible
- Focusing on resolution of underlying parenting concerns
- Helping parents engage in Collaborative Planning and Decision Making as appropriate
- Providing services and staffing the PLC in a manner that is culturally appropriate
- Enhancing quality control and consistency of service → Clients have more trust, confidence and greater satisfaction with justice system

QUESTIONS?

- Location:
  - 308-7337 137th Street, Surrey, BC, V3W 1A4

Phone: **604-595-4360**

SURREY RCMP *INTEGRATED* VULNERABLE PERSONS SECTION

Domestic Violence Unit

Surrey RCMP *Integrated* Domestic Violence Unit

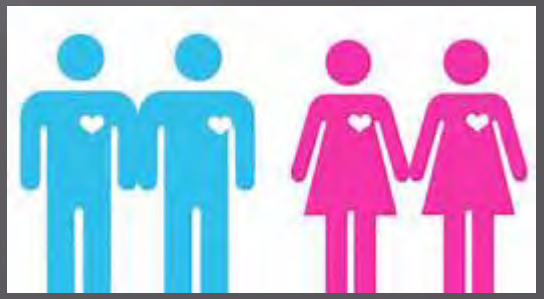
- NCO i/c Sergeant Heather MATTHEW
- Corporal Jenn BLIZARD
- Constable Melissa EVANSON
- Amber CURRIE – Victim Services (Police)
- Viktoria BITKOVA – Surrey Women's Centre (Community)
- Raynu NATT – Ministry of Children & Family Development
- Leslie PARK – Ministry of Children & Family Development Circle 5
- 3 Dedicated Probation Officers - Surrey Community Corrections

What is a Relationship?

- Married
- Common Law
- Separated
- Divorced
- Boyfriend/Girlfriend
- Ex-girl/boyfriend
- LGBT2Q (same sex)
- Former sexual partner







What is Domestic Violence?

- Also referred to as:
  - Spousal Violence
  - Spousal Assault
  - Intimate Partner Violence/Assault
  - Relationship Violence



- Physical or sexual assault, or the threat of physical or sexual assault against a current or former partner.

- Also: criminal harassment (stalking), threatening, and mischief, where the act was done to cause fear, trauma, suffering or loss to the intimate partner.

Why Do Victims Stay?

- Children
- Culture
- Fear
- Stigma
- Money
- No support
- Nowhere to go
- Love
- Immigration
- Guilt
- Family pressure
- Denial
- Self blame
- Control
- Low self-esteem
- Family history
- Hope
- Hopelessness

How to Report

- Call 911 if the incident is happening right now
- Non-Emergency line (604) 599-0502 if you and your children are already in a safe location
  - Historical Child Abuse / Domestic Violence
  - Third Party Complaints (neighbours, school, MCFD)
  - Police have a duty to investigate ALL reported Domestic Violence and Child Abuse cases.
  - As a Community Service Provider, you may also have a duty to report to Police/MCFD if there are safety concerns to the child/victim, if an incident has occurred, or if risk factors are present that create potential for future harm (policy depending).



Ministry of Children and Family Development (MCFD)

- It is the duty of the Police to report violence in relationship to the Ministry of Children and Family Development (MCFD) when children are involved.
  - Children do not have to be there or see what happened

- Raynu Natt (MCFD)
  Child Protection Social Worker

BRITISH COLUMBIA
Ministry of Children and Family Development

Victim Services

- Police and MCFD will recommend services and advise the victims that a victim service worker will contact them.

- Amber Currie, Police-based Victim Services
- Victoria Bitkova, Community-based Victim Services (Surrey Women's Centre)

surrey women's centre

Victim Services Support

- Crime Victim Assistance (emergency funding)
- Counselling and community referrals (Surrey Women's Centre, Options, Mosaic, DiverseCity)
- Temporary safe housing
- Ongoing police/court updates on the investigation
- Witness preparation and Court Support



SURREY WOMEN'S CENTRE

surrey women's centre



Risk Factors (DVU)

- **HIGHEST RISK vs. Risk Factors**



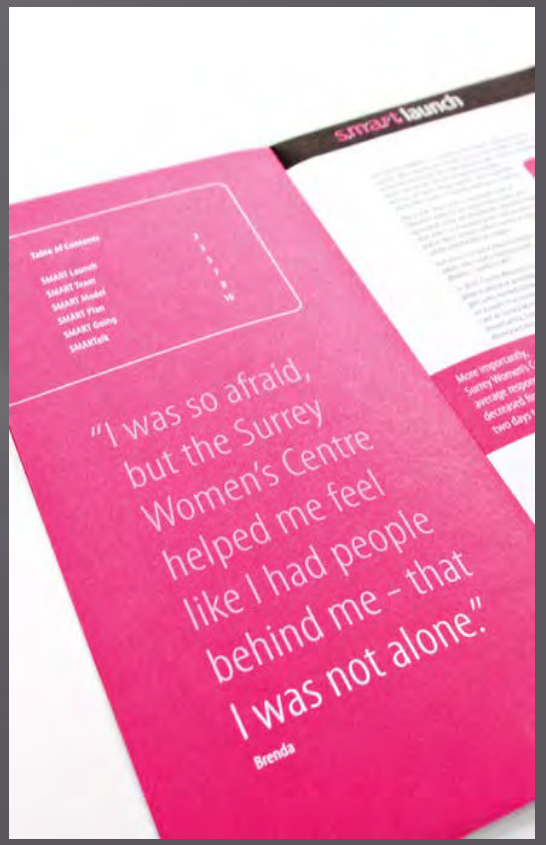
Safety Plans

- What you can do to increase safety:
  - Transition house
  - Family or friends living in your home
  - Temporary move to family or friends

- MCFD is part of the plan if children are involved.
  - If there are children in the relationship, normally children will go with the non-offending parent

Safety Planning

- Police work with MCFD in matters of child abuse to make sure the child is safe.
  - Help find victims a safe location.
  - Put conditions on the offending parent to remove contact and communication.
  - Counselling, parenting assistance, supports, and training.



QUESTIONS?

Surrey RCMP non-emergency:
604-599-0502

MCFD Centralized Screening:
604-660-4927
(Toll Free: 1-800-663-9122)

Victim Services:
Surrey Women's Centre:
604-583-1295

Victim Link: 1-800-563-0808
Website: victimlinkbc.ca



IMMIGRATION: Navigating a Complex System

KEEPING WOMEN SAFE

Kamaljit K. Lehal of Lehal Law Corporation
Presentation for Legal Aid Bootcamp May 4 2017

Leaving an Abusive Relationship

- Women who want to leave an abusive relationship must be prepared to embark through a complicated set of systems:
  - Criminal justice system
  - Victim services
  - Family court system
  - Ministry of Children and Families

Leaving an Abusive Relationship with Immigration Issues Involved

- Women who leave an abusive relationship and have immigration issues enter an even more complex system. A system that for the most part acts within its own silo.

- There are a number of scenarios that can arise in the immigration context that we need to be vigilant about in order to help women navigate the system while keeping them safe.

Some Common Scenarios Facing Women in the Immigration System

- Sponsorship Debt

*Conditional Permanent Residence ☺

- Out of Status Women

SPONSORSHIP DEBT

Sponsorship Debt

- Arises from the Sponsorship Undertaking
  - A contractual obligation to repay any monies paid, in the form of social assistance, to the sponsored person.
  - The collection “may” be held of “if the default is the result of abuse” but resumed once “circumstances have changed.”
- For spouses the undertaking is 3 years.
- For family class the undertaking is now 20 years

Sponsorship Debt

- Women choose to remain in the abusive relationship rather than incur a sponsorship debt.

- The abusive partner may deliberately incur the debt.

Sponsorship Debt

- How can we help women navigate this issue?
- See *A.G. v. Mavi 2011 2 SCR 504*
  - Advocate the positive statements in MAVI:
    - While the Undertaking creates a statutory debt the province does have the discretion, short of a write off, in how it collects the monies.
    - i.e. $20.00 a month on a large debt.
    - Emphasize that it is not in the public interest to collect from the abused women, in fact, it is re-victimization.

Conditional Permanent Resident

- Spouses or partners being sponsored to reside in Canada, who are in a relationship of 2 years or less and who have no children with their sponsor at the time of the sponsorship application will be subject to a conditional permanent residence status.
- The sponsored spouse must live together with the sponsor in a "**legitimate relationship**" from the day they receive conditional permanent residence. The condition ends after the two year period.

Conditional Permanent Residence

- This category arose out concerns with fraudulent marriages, commonly referred to as “passport marriages,” where a foreign national marries a Canadian sponsor and then leaves the Sponsor as soon as or shortly after they arrive in Canada.
- The previous government wanted to ensure that only those in genuine relationships were allowed in Canada.

Conditional Permanent Resident

- On October 28, 2016 the government announced that it is proposing to eliminate the current conditional permanent residence measure.
- The announcement stated:
  - “The proposal also supports the Governments’ commitment to gender equality and combating gender violence by addressing concerns that conditional permanent residence may result in vulnerable spouses staying in abusive relationships.”

Conditional Permanent Resident

- Effective April 18, 2017 the conditional permanent resident category has been repealed.

- The conditional permanent residence no longer applies to new and existing applicants for permanent residence under the spouse, common-law partner or conjugal partner category, to their accompanying dependent children and to applicants who are being sponsored by permanent residents who were subject to the condition.

- The condition also no longer applies to sponsored spouses and partners who have already received permanent residence with the condition, including their accompanying family members and any sponsored family members.

Conditional Permanent Residence

- What this means is that the condition does not apply for :
  - those people currently in process for being assessed under a spousal application;
  - those already here and who have not completed their two years;
  - those who have asked for an exemption and no decision has yet been made;
  - those who have been subject to a section A44 report but no removal order has been issued yet.

OUT OF STATUS WOMEN

Out of Status Women

- This includes women who may, initially, have had status when the entered in Canada and, subsequently, lost it OR they may have entered the Canada without status to begin with.
- If these women end up in a relationship with a Canadian while out of status they face the very real risk removal.
- What happens to these women when that relationship turns abusive, what are their options, how do we help them navigate through the system(s)?

Out of Status Women

- Focus groups in BC identified cases of out of status women who called the police to report abuse only to be referred to CBSA who then proceeded with their removals.

- The fact that these women had children and may have been dealing with custody issues did not prevent their removal.

- It has been the practice of CBSA in some regions to enter transition homes to look for out of status women in order to effect removals.

Out of Status Women

- Helping women, therefore, who are out of status is extremely complex and can have significant consequences for the women.

- As a result this is one category of women who are the most likely to stay in their abusive relationship.

Out of Status Women

- A common control tactic used by the spouse of the out of status woman is to claim he has a spousal application underway but delay completion of the paperwork, or if the paperwork is submitted to threaten withdrawing it if the spouse decides to leave or report the abuse.

- Withdrawal of a spousal sponsorship can occur any time up until a decision is made.

Out of Status Women

- Again, how do we help out of status women navigate through a system which is not viewing her through a safety lens?
- Really the only option is an H & C application.
  - Legal Aid did cover these applications but there are currently budget constraints.
  - Unfortunately, these applications can take a long time to complete, sometimes years to process.
  - During this time the woman has no status (unless she is able to apply for and receive a Temporary Resident Permit (“TRP) and limited access to benefits, especially, if there are no children.

Out of Status Women

- The evidence to support an H & C application can consist of:
  - Police incident reports;
  - Charges or convictions;
  - Reports from shelters for abused women;
  - Medical reports;
- Include affidavits if other evidence is lacking.

Out of Status Women

- Other factors considered in an H & C application are:
  - The hardship to the woman if she had to leave Canada;
  - The customs and culture of the woman's country of origin;
  - Whether she is pregnant or has children in Canada;
  - The degree of establishment in Canada.
- Be as comprehensive as you can in the H & C application.
- Refer to the broad definition of abuse that was referred to under the conditional permanent resident category.

Out of Status Women

- A helpful resources is OB 480 which was actually created to address the conditional permanent resident category.
- It provides quite a broad definition of abuse:
  - Physical abuse, including assault and forcible confinement.
  - Sexual abuse, including sexual contact without consent.
  - Psychological abuse, including threats and intimidation. Financial abuse, including fraud and extortion;
  - Neglect: the failure to provide the necessities of life, such as food, clothing, medical care or shelter and any other omission that results in a risk of serious harm.

SUMMARY

- Women in abusive relationships who are also involved with immigration issues have a complex system to navigate.

- If we understand the system and what they are likely to face we are in a better position to help them navigate it and keep them safe.

CASE SCENERIO 1

Danielle came to Canada from Brazil on a student visa, and got her permanent resident status. After four years, she went back home to visit her parents and had a relationship with Rico.

Rico was 15 years older than Danielle and her parents and relatives were not happy with her being in a relationship with him. She got married to him, without the consent of her parents, and came back to Canada. She filed a sponsorship application to get Rico into the country.

After a year, Rico came to Canada, found a job and was quite nice to Danielle. She got pregnant and gave birth to a baby girl, she soon realized that Rico's behavior was changing and he was becoming very abusive towards her.

One day Rico left Danielle and her daughter and started living somewhere else. Danielle tried to locate him as she was feeling lonely, upset and very emotional. She had no support from anyone and she was worried about her child care and other expenses. She was scared to share her life story. She remembers Rico saying that "it will not be a good for her she made him angry and that he will hurt her family if she told anyone".

After 24 months of Rico's application for a Canadian permanent residence, Danielle found out he had moved to a different city and was collecting welfare. Soon she received a letter from the Ministry of Welfare and Social Development that she is in debt and owes them 10,000 dollars.

1. What support/help can Jennifer get?
2. Where can she get more information on sponsorship breakdown?
3. What other issues can you identify from this scenario?
4. How can legal aid and other organizations provide help?

CASE SCENERIO 2

Rita, 24 years old travelled to Canada from Scotland as a visitor in the summer of 2015. She was an avid nature lover and hiker and had heard that BC had some of the best hiking trails. She travelled up north and did some hiking and camping trips. During one of her hiking trips she met Jake, a local from Terrace, who befriended her and they started going on hiking excursions together and started dating.

Rita was supposed to go back home by December 30th but Jake surprised her and proposed to her Christmas Eve. She said yes and they were married on January 5th in the presence of Jake's family and friends. Rita's family could not attend as her parents had two other children aged 15 and 17 in school.

Rita and Jake lived in a basement suite. Jake worked in construction and Rita was going to start working but learned she was pregnant with twins; the babies were born April 2016. Jake seemed overwhelmed with the children and started to drink more than usual and became verbally abusive ant threatening to Rita. But when he was sober he would apologize for his behavior. Rita always forgave Jake, she believed Jake had a lot on his plate with now having to support not just her but the twins.

After the twins were born, in January 2017, CBSA contacted Rita asking her about her immigration status, telling her that her visitor status had expired a long time ago. She told them that she thought she automatically got status in Canada because she was married. They told her that was not the case but that if her husband applied to sponsor her then they would hold off on issuing any removals order for being out of status.

Rita explained to Jake that CBSA had contacted her about her status. He did not seem surprised. She told him that he needed to file a sponsorship application for her in order for her to have status; he told her to complete the forms. When she asked him for the application fees he said he couldn't afford it yet; but he had money to buy is regular indulgence in alcohol. His alcohol consumption was increasing and there were times that Rita had to leave the home and seek safety in a Shelter. Although he was not physically abusive he was very intimidating when intoxicated.

Another year went by and the sponsorship papers had not yet been filed. Whenever Rita would remind Jake he would say he didn't have the money. He would only give her enough money to cover rent and the basic needs of the children.

In February 2018 CBSA contacted Rita and is not impressed that the sponsorship papers were not filed. CBSA issues her an Exclusion Order and states she must leave by April 30, 2018.

1. What issues can you identify from this scenario?
2. What options does Rita have?

Restorative Justice

Presenters:

Christianne Paras from Fraser Region Community Justice Initiatives

Joanne Field from Abbotsford Restorative Justice Association & Advocacy

What is Restorative Justice?

- A philosophy that looks at crime and conflict as a breakdown between people and relationships.

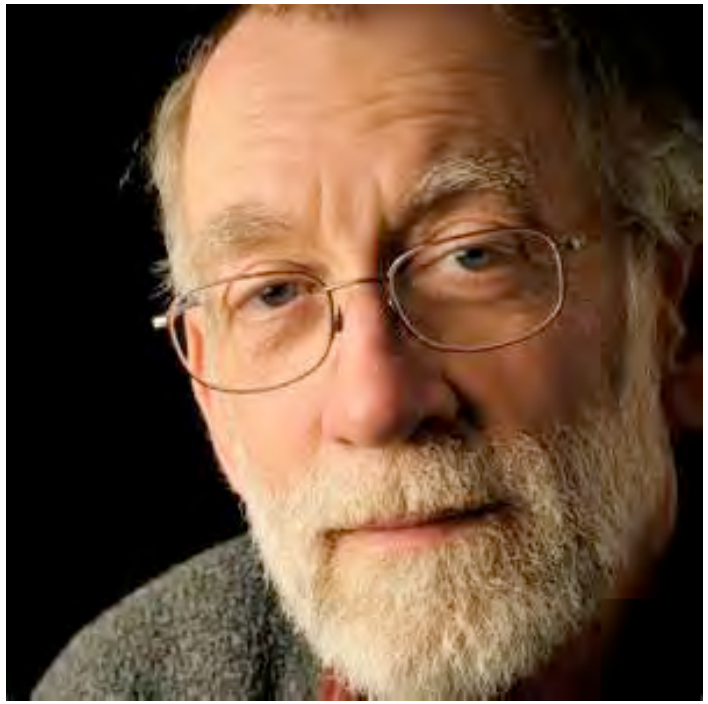
- Restorative Justice is about:
  - *Involvement of person(s) harmed*
  - *Taking responsibility*
  - *Meaningful accountability*
  - *Respectful dialogue*
  - *Inclusions of " communities of care"*

Misconceptions of Restorative Justice

- Restorative justice is the same as conflict resolution
- Restorative justice is principally for youth or comparatively
- Restorative justice is primarily about forgiveness or reconciliation
- Restorative justice is necessarily an alternative to conventional justice processes
- Restorative justice is vigilante justice

A Definition

"Restorative justice is ***an approach to achieving justice*** that involves, to the extent possible, those who have a stake in a specific offence or harm to collectively identify harms, needs and obligations, in order to heal and put things as right as possible."



Dr. Howard Zehr, Professor of Restorative Justice, Eastern Mennonite University

Asking Different Questions

- A retributive response asks:
  - What rule/code of conduct has been broken?
  - Who did it?
  - What punishment do they deserve?
- A restorative response asks:
  - Who has been hurt?
  - What are their needs?
  - Whose obligations are these? Who should be involved in meeting those needs?
  - What needs to happen to start to heal people and relationships?



Where can restorative justice happen?

Levels of Restorative Intervention

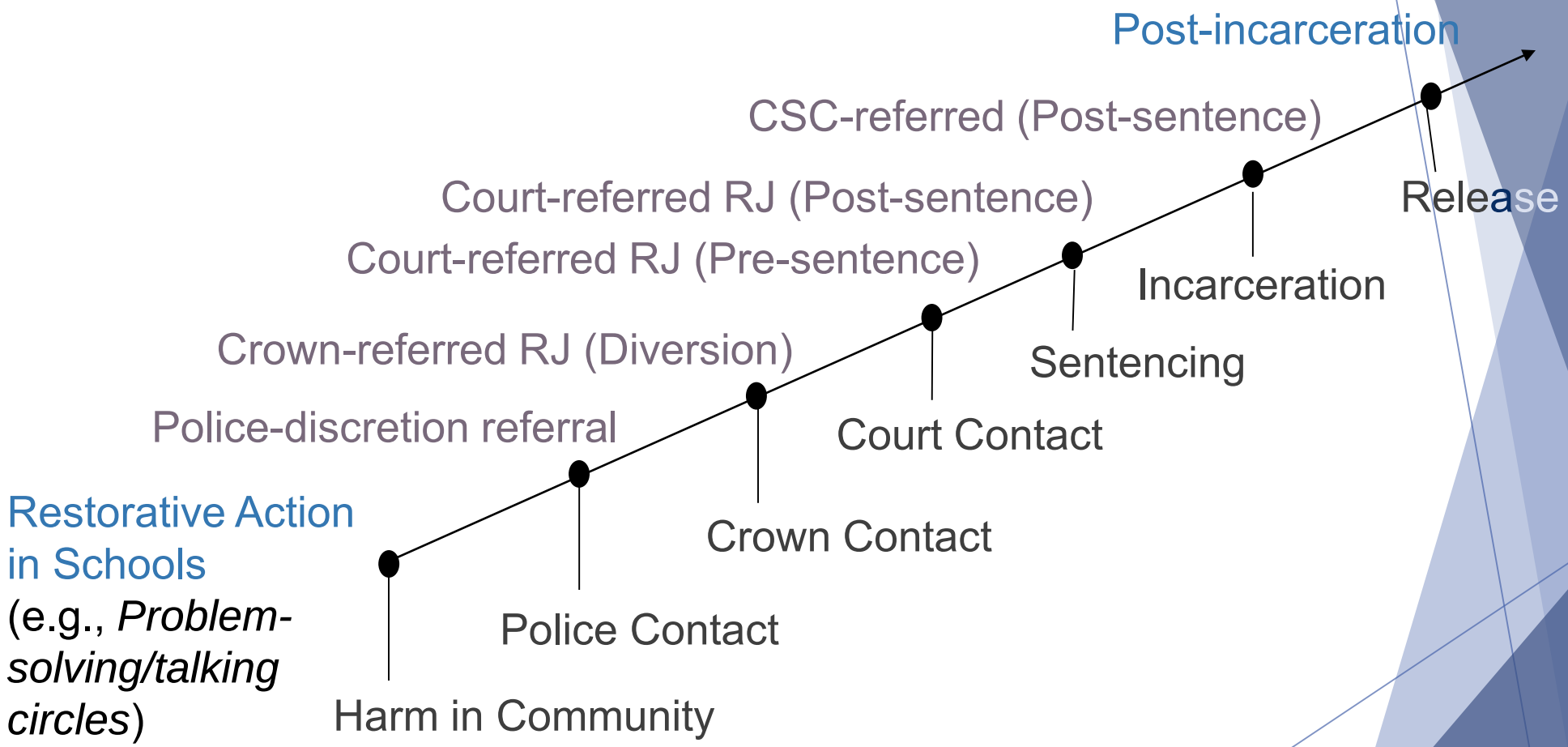


Diagram provided by Fraser Region Community Justice Initiatives

Restorative Response Programs

- Begins at the pre-charge stage, focuses on accountability, responsibility, reparation, and community safety for those involved in or affected by traumatic criminal offences.
- Processes are informed by restorative justice theory, and social attachment theory.



Victim-Offender Mediation Program



- Begins at the post-incarceration stage, focuses on accountability, healing and closure issues for those involved in or affected by traumatic criminal offences.
- Processes are therapeutic in nature, and informed by current restorative theory and clinical practice regarding offender treatment and victim trauma recovery.

Referral Criteria

- The **offender** (youth and/or adults) **has taken responsibility for the harm** they have caused
- **Victim or victim representative willing to participate** (various levels of participation offered)
- All **parties give consent** for us to contact them for a meeting
- There is **general agreement about what happened**
- **All parties understand the process is voluntary** and that they have other options

Restorative Justice Process

- Initial phone calls with all parties referred
- Meet with victim and supports
- Meet with offender and supporters
- Assess needs identified by all parties
  - *Make referrals to other helping agencies*
  - *Facilitate a face-to-face meeting*
  - *Shuttle mediation towards a resolution*
- Advise referral source of the outcome
- Provide follow up and document outcome

Recommendations for Victim-Sensitive Best Practices in Restorative Justice

Formation of a RJ Provincial Association

Mission: *Restorative Justice Association of British Columbia (RJ ABC) is the collective voice of restorative justice and supports the spread of restorative principles and practices throughout the province.*

Vision: *Restorative justice opportunities for all.*

Thank you for attending our session!

Questions?

FAMILY/CHILD PROTECTION LAW

“WHERE THE TWO WORLDS COLLIDE”

Where does one begin and the other end?

- How do you know which law governs guardianship rights for a child?
- If a child is in the care of the Ministry or a Delegated Aboriginal Agency, including:
  - Voluntary care agreements such as Extended Family Plans, Voluntary Care Agreements, etc.
  - Court orders under the Child, Family and Community Services Act (CFCSA)

The CFCSA prevails over FLA/Divorce Act custody/guardianship orders

- The “Grey Area” is safety plans, which are commonly used during a child protection investigation to protect children
- A safety plan requires a parent or parents to agree to do or don’t do certain things to safeguard a child’s welfare
- Often, the parent is told that either they agree to a “safety plan” or the social worker will have to remove the child from the home

IF THE CHILD IS NOT IN CARE

- Then the most recent family court/Supreme Court order or the Separation Agreement between the parents should clearly indicate who has custody or guardianship rights including parental responsibilities and parenting time
- If there are no orders or separation agreements existing, then both the birth mother and the biological father are deemed guardians under the FLA while they are living together and after they separate

What if the parent never resided with child?

- That parent is not a guardian unless:
  - May be a parent under the FLA section relating to assisted reproduction
  - If the parents agree in writing that he/she is a guardian
  - The parent regularly cares for the child

How does guardianship effect CFCSA law?

- Under section 35 (2) (a) and (b) of the Act, a child can be returned to the parent apparently entitled to custody
- Does not have to be the parent having primary residence of the child, as long as the parent has some claim to being a guardian and has had regular involvement in the child's life

Service Canada

Service Canada, not to be confused with the Canada Revenue Agency (CRA), is a federal institution through which Canadians can use to access a variety of services. These services include:

- Employment Insurance
- Canada Pension Plan
- Old Age Security Programs
- Issuing Social Insurance Numbers
- Passport Services.

other income support

What We Will Learn Today?

- Service Canada
- Public Pension Benefits Overview
- Canada Pension Plan (CPP)
- Child Rearing Provision
- Pension Sharing
- Credit Splitting
- Canada Pension Plan Disability (CPPD)
- Old Age Security (OAS)
- Guaranteed Income Supplement (GIS)
- Allowance, Allowance for the Survivor
- Death Benefit, Survivor Pension, Survivor Child's benefits
- Appeal



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Public Pension Benefits Overview

Canadian Pension Plan: A federal pension plan which all Canadian workers, excluding those in Quebec, automatically contribute to.
Canadian Pension Plan Disability Benefit: A program which provides income to contributors who can no longer work due to a mental or physical disability.
Old Age Security Pension: A federal pension plan funded by government general revenues and is available to Canadians aged 65 or older.
Guaranteed Income Supplement: A benefit for low income individuals receiving the OAS pension.
Allowance: An OAS benefit for low income individuals who have a spouse that qualifies for GIS.
Allowance for the Survivor: An OAS benefit for low income individuals with a deceased spouse and are still single.



What is Canada Pension Plan?

CPP is a federal program which provides contributors with a source of income in the case of retirement, disability, or death.

Most people working in Canada automatically contribute 4.95% of their earnings to the CPP and their employer matches that contribution. Self employed workers contribute the full 9.9% since they act as both the worker and the employer. The regular contributory period is from 18 years to 65 years old.



Note: Residents of Quebec contribute to the QPP instead of the CPP.

other income support

Canada Pension Plan Eligibility

Applicants should ensure that they meet the eligibility requirements before applying for CPP, which are:

- Turning 60 within 11 months
- Having worked in Canada
- Having made at least 1 CPP contribution
- A worker must make at least $3500 in a year to contribute to the CPP. Otherwise, their contributions will be returned when they file their tax returns.



Child Rearing Provision



The child rearing provision allows contributors to drop certain years where their earnings were zero or lower than normal due to child care obligations. The eligibility requirements are:

- The child was born after Dec. 31, 1958
- The applicant's earnings dropped due to being a primary caregiver of a dependent child under the age of 7
- The applicant or applicant's spouse received family allowance payments or were eligible for CCTB even if they did not receive it

To apply for this provision, fill out the child-rearing provision section on the CPP retirement pension application.

Note: The primary caregiver requirement means only one parent may claim the provision for each year. The primary caregiver is automatically assumed to be the female parent. If the male parent applies, they should include a note from the female parent.

Pension Sharing



A recipient of CPP may share their retirement pension with their spouse or common-law partner for tax purposes.

- The number of months a couple has lived together during their joint contributory period determines the portion of their pensions that can be shared.
- The joint contributory period refers to the period of time when either person was eligible to contribute to the CPP (either person was between 18 and 65).

Credit Splitting



- Credit splitting can occur when a married couple divorces or when common-law partners separate.
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Working in Another Country

- It is possible to receive pension or survivor's benefits from certain foreign countries through Canada's Social Security Agreements.
- Canada has coordinated with over 50 foreign countries that have similar pension plans such that if a Canadian works there for a period of time and returns to Canada, they can still receive pension payments from the foreign country.



Delaying Your CPP Pension

- The standard age of retirement is 65, but contributors may apply for reduced CPP payments as early as 60 or for increased payments if they delay their application until after 65.
  - It will be a 7.2% (as of 2016) reduction for every year their pension begins early and an increase of 8.4% for every year their pension begins late. There is no financial benefit for delaying payments after the age of 70.



Statement of Contributions



- The statement of contributions is a legal document which keeps track of CPP contributions and the earnings. It also contains an estimate of the benefit amount would receive if decided to begin receiving pension the month it was printed.
  - **Note**: the statement does not consider factors such as the child rearing provision.
- The statement of contributions can be accessed by either using a My Service Canada Account (MSCA) or by requesting one through phone/mail.

other income support

What is the Canada Pension Plan Disability (CPPD) benefit?

- The CPPD benefit is a monthly payment available to those who have contributed to the Canada Pension Plan while working, but due to a disability, became unable to work at any job on a regular basis
- The purpose of this benefit is to replace a portion of employment income. It is approved on the basis of how severe your disability is and how that affects your ability to work
- Benefits may also be available to dependent children

other income support



Assessment of Disability



- To be eligible for CPP disability benefits, the applicant must:
  - Have a "severe and prolonged" medical condition (disability)
  - An Applicant must be under age 65
  - Their disability must be severe and prolonged

Severe - a mental or physical disability that regularly stops person from doing any type of work.

Prolonged – their disability is long-term and of indefinite duration or is likely to result in death.

Applying for CPP Disability benefits?

- Must apply in writing. Print out the main application form (ISP 1151), the consent forms, and any other necessary forms from the application kit for CPP disability benefits
- The application kit includes the application form as well as other important information including a guide on how to complete the application
- Once the application is completed in full, mail it to Service Canada
- Make sure to keep photocopies of everything submitted



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Old Age Security



The Old Age Security program is the Government of Canada's largest pension program, it is a monthly payment available to seniors aged 65 and older who meet the Canadian legal status and residence requirements. In addition to the OAS pension, there are three types of OAS benefits:

- **Guaranteed Income Supplement -** for those who live in Canada and have low income, this monthly non-taxable benefit can be added to OAS pension.
- **Allowance -** for 60 to 64 years of age and their spouse or common-law partner is receiving the OAS pension and is eligible for the Guaranteed Income Supplement (GIS).
- **Allowance for the Survivor -** for 60 to 64 years of age and are widowed.

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Old Age Security Eligibility

- To be eligible for OAS pension payments, the applicant must:
  - Be 65 years or older
  - Be a Canadian citizen or legal resident at the time of applying
  - Be below to maximum income limit ($121,279 in 2017)
  - Must have resided within Canada for at least 10 years after turning 18.
    - If the applicant is living outside of Canada, then they must have been a citizen or resident the day before they left and had resided in Canada for at least 20 years after turning 18.
- A qualifying individual may apply for OAS pension 1 month after their 64th birthday.

Guaranteed Income Supplement

- The Guaranteed Income Supplement (GIS) is a monthly non-taxable OAS benefit payment added to the pensions of low income individuals. To be eligible for GIS, the applicant must be receiving OAS pension payments and have an income below the annual limit.
- The total monthly payment is dependent on the applicant and spouse's combined annual income.
- Once on GIS, the recipient's tax returns will be reviewed each year to determine whether they're still eligible.



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Old Age Security Allowance

The allowance is a non-taxable monthly OAS benefit payment for low income individuals. To be eligible for the allowance, the applicant must:



- Be 60 to 64 years old
- Have a spouse or common-law partner who is eligible for GIS
- Canadian citizen or legal resident
- Have resided in Canada for 10 or more years after the age of 18
- Have a combined income with their partner of less than the annual income limit



Once receiving OAS allowance, Service Canada will automatically review the couple's tax returns to determine whether they continue to be eligible for the benefit.

Old Age Security Allowance for the Survivor

The allowance for the survivor is a non-taxable monthly OAS benefit payment which can be applied to in place of the regular OAS allowance benefit. The requirements for the allowance for the survivor are the same as those for the regular allowance benefit with one exception: the applicant's spouse has died and the applicant has not entered a new marriage or common-law relationship.

- Once receiving OAS allowance for the survivor, Service Canada will automatically review the recipient's tax returns to determine whether they continue to be eligible for the benefit.



other income support



Death Benefit



The death benefit is a one-time lump-sum payment, equal to 6 months of retirement pension, made to the estate of a deceased contributor. The executor of the estate may request for the death benefit within 60 days of the death. If the executor does not apply, then the following may apply for the death benefit from highest to lowest priority: the person/institution who was responsible for paying for the funeral expenses of the deceased, the surviving spouse and then the next of kin.

To be eligible for the death benefit, the deceased person must have either contributed for:

- 10 calendar years or
- A third of the years in their contributory period (18 to 65 or the age of death) with a minimum of 3 years

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Survivor's Pension



Canada Pension Plan
Survivor's Pension
Pension de survivant du
Régime de pensions du Canada

The CPP Survivor's Pension is provided to the legal spouse or common-law partner of a contributor after their death. If the contributor had no legal spouse at the time of death then a separated spouse may be eligible to receive the survivor's pension. The spouse should apply for this pension as soon as possible since the CPP can only make up to 12 months of back payments.

Note: If a person receives both a survivor's pension and retirement pension/disability benefit then the two will be combined into a single payment. However, this single payment can not exceed the maximum disability benefit or maximum retirement pension.

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Surviving Child's Benefit



The child of a deceased CPP contributor is eligible for a flat monthly payment. In 2017, this flat rate was $241.02/month.

To be eligible for this, the child must:

- Be either under 18, or a full-time student aged 18 to 24.
- Furthermore, if the deceased contributor's contributory period was longer than 9 years, then they must have contributed to the CPP for the lessor of: 10 years or 1/3 of their contributory period. If their period was less than 9 years (ie. they pass away before they turn 27), then they must have contributed for at least 3 years.

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How To Apply



Residents can apply for the Canada Pension Plan retirement pension(CPP) as well as for Old Age Security(OAS), Employment Insurance(EI), by using a My Service Canada Account(MSCA).

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other income support



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Can be found at:
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Questions?



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Interested in Training?



Contact:

askanadvocate@sourcesbc.ca

www.askanadvocate.ca

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Federal Public Pensions

Information on the Canada Pension Plan, Old Age Security pension and related benefits



sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

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- To be eligible for CPP disability benefits, the applicant must:
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Survivor's Pension
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Can be found at:
https://www.canada.ca/en/services/benefits/publicpensions.html

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Questions?





What is Ask An Advocate?

AskanAdvocate.ca is a "one-stop" resource with access to useful information, resources and videos on income assistance, disability benefits, tenancy and housing, and other income supports.

Members have access to:

- ✓ **ONLINE TRAINING COURSES** (Income Assistance, PWD, CPPD, Public Pensions, Tenancy)
- ✓ **LIVE CHAT** where service providers can get answers to questions in real time, with our live advocates!

To become a member, please email us at askanadvocate.ca@sourcesbc.ca

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Interested in Training?



Contact:

askanadvocate@sourcesbc.ca

www.askanadvocate.ca

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Thank you

AskAnAdvocate.ca

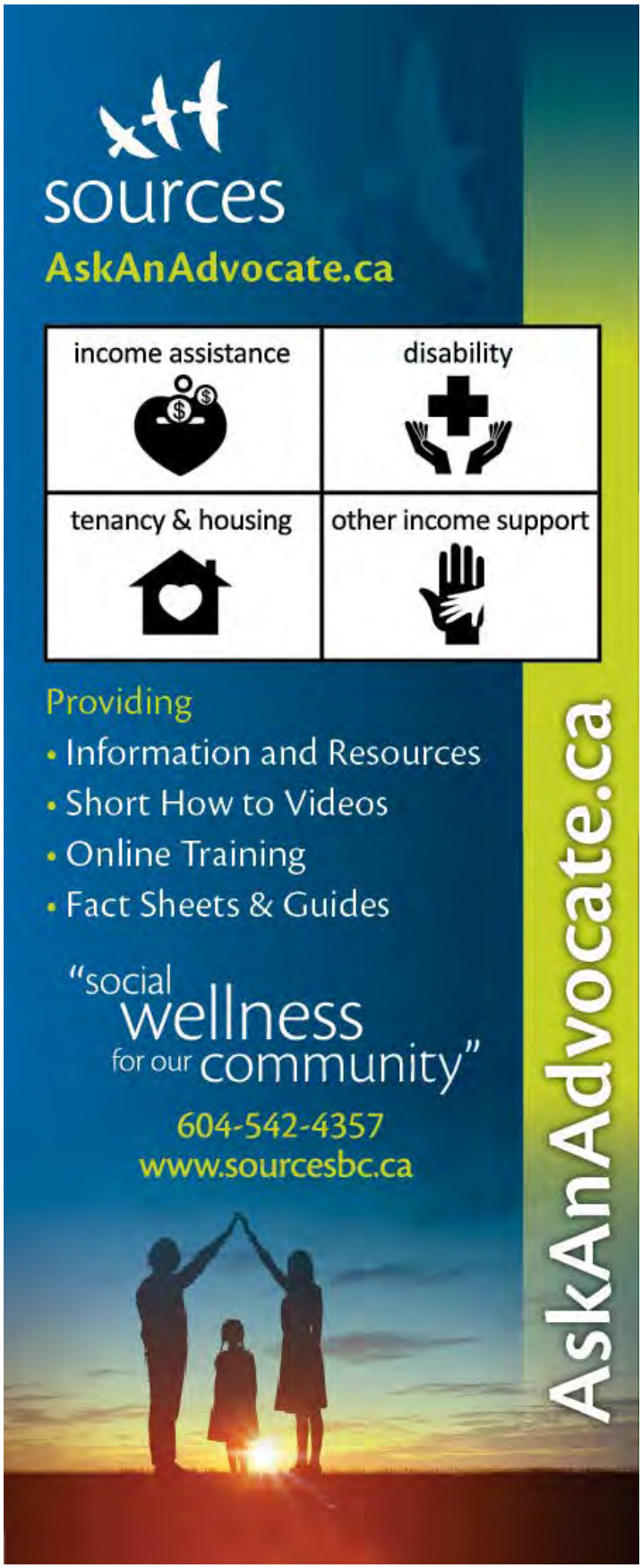
Federal Public Pensions

Training Course 2018/2019



www.AskAnAdvocate.ca

sources
ASK AN ADVOCATE.CA



Ask An Advocate

Federal Public Pensions Basics Training

Date_____

Trainers_____

Email_____

This training materials belongs to:

Name_____

Organization_____

Ask An Advocate was developed out of the need to be able to easily find basic and clear information about income assistance, other income support programs, disability benefits (provincial and federal), and tenancy; as well as to empower people to self-advocate. Through videos, answers to commonly asked questions, Quick Reference Guides, training resources, and links to other services, we strive ensure clear information is readily available in an array of simple to understand formats. Additionally, we aim to build capacity across the province of British Columbia by providing training to community service providers, who provide assistance to individuals trying to access these types of benefits.

Ad·vo·cate (noun): to speak or write in favor of; support or urge by argument; recommend publicly. A person who pleads on someone else's behalf.

Synonyms: champion, upholder, supporter, backer, promoter, exponent, spokesperson, campaigner, fighter.

Thank you for attending our training!



If you or your team is interested, we also offer training on:

- Income Assistance Basics
- Persons With Disability Basics
- Canadian Pension Plan Disability Basics
- Federal Public Pensions Basics
- Tenancy Basics

Becoming a Member

If you are interested in further in-person training or becoming a member on the Ask An Advocate page as a Service Provider please email askanadvocate@sourcesbc.ca and we will send you an invitation code.

As a member you will have access to information, resources, videos, fact sheets, quick reference guides, and **a live chat with an advocate**! We look forward to hearing from you.

www.AskAnAdvocate.ca



sources
ASK AN ADVOCATE.CA

CANADA PENSION PLAN

The Canada Pension Plan (CPP) benefit is paid monthly in accordance with your contributions to CPP. All individuals over the age of 18 in Canada outside of Quebec that are working and earning more than $3,500 per year (a minimum amount) has to contribute to the Canada Pension Plan. The way contributions work, is that you pay half the required contributions and your employer pay the other half but if you are self-employed you make the entire contribution.

Note: CPP payments are considered to be **taxable** income.

Statement of Contributions

Shows your total Canada Pension Plan contributions for each year and the earnings on which your contributions are based. It also provides an estimate of what your pension or benefit would be if you and/or your family were eligible to receive it now. To get a statement of contributions you can create a "My Service Canada Account", and you will be able to view and print your statement of contributions from your account. Otherwise, you can contact Service Canada at 1-800-277-9914 and request a paper copy.

Eligibility

- Be at least a month past your 59th birthday;
- Have worked in Canada and made at least one valid contribution to the CPP;
- Want your CPP retirement pension payments to begin within 12 months.

65 is the standard age for beginning to received CPP;

- 60 - 64 is considered early retirement when one can take a reduced CPP pension (by up to 36% at age 60 or by 0.6% for each month, 7.2% per year.)
- 70 or after reaching age 65 - one takes an increased pension (after age 65, the pension may be larger, by up to 42% if taken at age 70)

Retroactive Payments

You can request payments that back date to a maximum of 11 months, or back to your 65th birthday plus 1 month—whichever is shortest.

You Will Also Want To Consider

- At what age you plan on taking CPP (as indicated above)
- If you are deciding to continue working;
- If you have savings and/or private pension plan;
- What you plan on doing when you retire and the lifestyle you would like after retirement;
- Health, any disabilities, family health history;
- Other income, for example: business investments, rental income, etc.

In Case of Death

The individual who passed away must be over 70, as well as their estate must submit a CPP application no later than one year after their death. Specifically with this scenario, Service Canada can pay up to 12 months of retirement pension to your estate. Your estate, spouse or common-law partner, or next-of-kin may be eligible for one or more of the following: the death benefit, survivor's pension, and/or the children's benefit.



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CANADA PENSION PLAN

Amount of CPP

The amount you could receive is based on how much you have contributed, and for how long at the time you become eligible.

There are multiple things that can affect your amount of CPP you can receive, like:

- *General drop-out provision*: Some of your lowest earning months may be dropped from the CPP ma be dropped from the CPP calculation.
- *Child-rearing provision*: If you had little to no earnings because you were the primary caregiver raising your children if your children were born after December 31, 1958.
- *Credit splitting*: You can equally divide CPP contributions you and your spouse/partner made while living together, after a divorce or separation.
- *Survivor benefits*: If you are the estate, surviving spouse, common-law partner or child of a CPP contributor.
- *Pension sharing*: You may be eligible to share your CPP with your spouse or common-law partner.
- *Foreign benefits:* If you have lived or worked in Canada and in another country, or you are the survivor of someone who has lived or worked in Canada and in another country, you may be eligible for pensions and benefits from Canada and/or from the other country.

Table of Pension and Benefit Amounts

Type of pension or benefit	Average amount for new beneficiaries (October 2017)	Maximum payment amount (2018)
Retirement pension (at age 65)	$641.63	$1,134.17
Post-retirement benefit (at age 65)	$9.92	$28.35
Disability benefit	$954.30	$1,335.83
Death benefit (one-time payment)	$2,299.93	$2,500.00
Survivor's pension – younger than 65	$422.78	$614.62
Survivor's pension – 65 and older	$308.66	$680.50
Children of disabled or deceased CPP contributors	$241.02	$244.64

Combined benefits

Combined survivor's and retirement pension (at age 65)	$840.51	$1,134.17
Combined survivor's pension and disability benefit	$1,078.90	$1,335.83

Source:
https://www.canada.ca/en/services/benefits/publicpensions/cpp/cpp-benefit/amount.html

For more information visit our website at www.AskAnAdvocate.ca



sources
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CANADA PENSION PLAN DISABILITY

The Canada Pension Plan Disability (CPPD) benefit is a monthly payment available to those who have made enough contributions to the Canada Pension Plan while working, but due to a disability, became unable to work at any job on a regular basis.

This benefit is to replace a portion of employment income. It is approved on the basis of how severe your disability or medical treatment is and how that affects your ability to work on a regular basis. Benefits may also be available to dependent children.

Eligibility

- Have a "severe and prolonged" disability
- Be under the age of 65
- Meet the CPP contribution requirement

Definition of "disability"

Under the Canada Pension Plan (CPP), a disability must be both **"severe"** and **"prolonged"** (at the same time), and it must prevent you **from being able to work at any job on a regular basis**.

- **Severe** means that you have a mental or physical disability that regularly stops you from doing any type of substantially gainful work.
- **Prolonged** means that your disability is long-term or is likely to result in death.

How to apply for CPPD

- You should apply for CPPD as soon as you develop a "severe and prolonged" disability that prevents you from working.
- You must apply for the CPPD benefit in writing. You can pick up a copy of the application at a Service Canada office, or you can print and complete the paper application from the Service Canada website and include all required documentation as outlined. Your completed application should be dropped off at or mailed to a Service Canada office

It takes approximately four months for a decision to be made on your CPPD application.

If you are aged 60 to 64

You may also want to apply for a CPP retirement pension. While you cannot receive both at the same time, you may qualify to begin receiving a retirement pension while you wait for your CPP disability benefit application to be assessed, which usually takes longer. If you are already receiving a CPP retirement pension when your application for a disability benefit is approved, your retirement pension will be changed to a disability benefit if:

- You are still under the age of 65;
- You were considered to be disabled, before the effective date of your retirement;
- You have been receiving your CPP retirement pension for less than 15 months at the time you applied for your disability benefit; and
- You meet the minimum CPP contribution requirements.

When to expect to start receiving the disability benefit

If you are eligible, your benefits will start the 4th month after the month you are determined to be disabled. You may receive up to a maximum of 12 months of retroactive payments from the date your application was received.

For more detailed information on CPPD, visit the Canada Government website at:
https://www.canada.ca/en/services/benefits/publicpensions/cpp/cpp-disability-benefit.html

For more information visit our website at www.AskAnAdvocate.ca



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OLD AGE SECURITY AND RELATED BENEFITS

You become entitled to an Old Age Security (OAS) pension by living in Canada for **at least 10 years** after the age of 18. The OAS pension starts at the age of 65 and no contributions are needed. The amount of Old Age Security (OAS) pension will depend on how long you have lived in Canada after the age of 18 and your marital status and level of income. It is considered taxable income.

In addition to the OAS three types of OAS non-taxable benefits are:

- Guaranteed Income Supplement (GIS)
- Allowance
- Allowance for the Survivor

Eligibility

- Be 65 years or older;
- Be a Canadian citizen or legal resident at the time of applying;
- Have resided within Canada for at least 10 years after turning 18.

You can still be eligible for OAS even if you've never worked since it's not based on work history

If the applicant is living outside of Canada, then they must:

- Have been a citizen or resident the day before they left;
- Have resided in Canada for at least 20 years after turning 18.

You should apply for OAS the month after you turned 64.

Deferring OAS

Beginning in July 2013, now you can defer your OAS for up five years after you become eligible, this will allow for a higher monthly amount. If you delay your OAS, your monthly payment will be increased by 0.6% for every month you delay receiving it, to a maximum of 36% at age 70.

Consequently, if you choose to defer your OAS pension, you will not be eligible for the Guaranteed Income Supplement, and your spouse or common-law partner will not be eligible for the Allowance benefit for the period you are delaying your OAS pension.

Finding Additional Help

Service Canada Phone numbers:

- Canada and the United States Toll-free: 1-800-277-9914
- https://www.canada.ca/en/services/benefits/publicpensions/cpp/old-age-security.html

For more information visit our website at www.AskAnAdvocate.ca

Family Law Act, S.B.C. 2011 – Overview (2017)



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Adjunct Prof.: Allard School of Law, UBC

Still Early Days….

- The *Family Law Act*, S.B.C. 2011 (the "FLA") came into force on March 18, 2013 and replacing the *Family Relations Act*, R.S.B.C. 1996 (the "FRA") and which had been in force for approximately 30 years.

- The FLA was proposed to answer shortcomings under the FRA, across almost all areas not under federal jurisdiction (child support, for example).

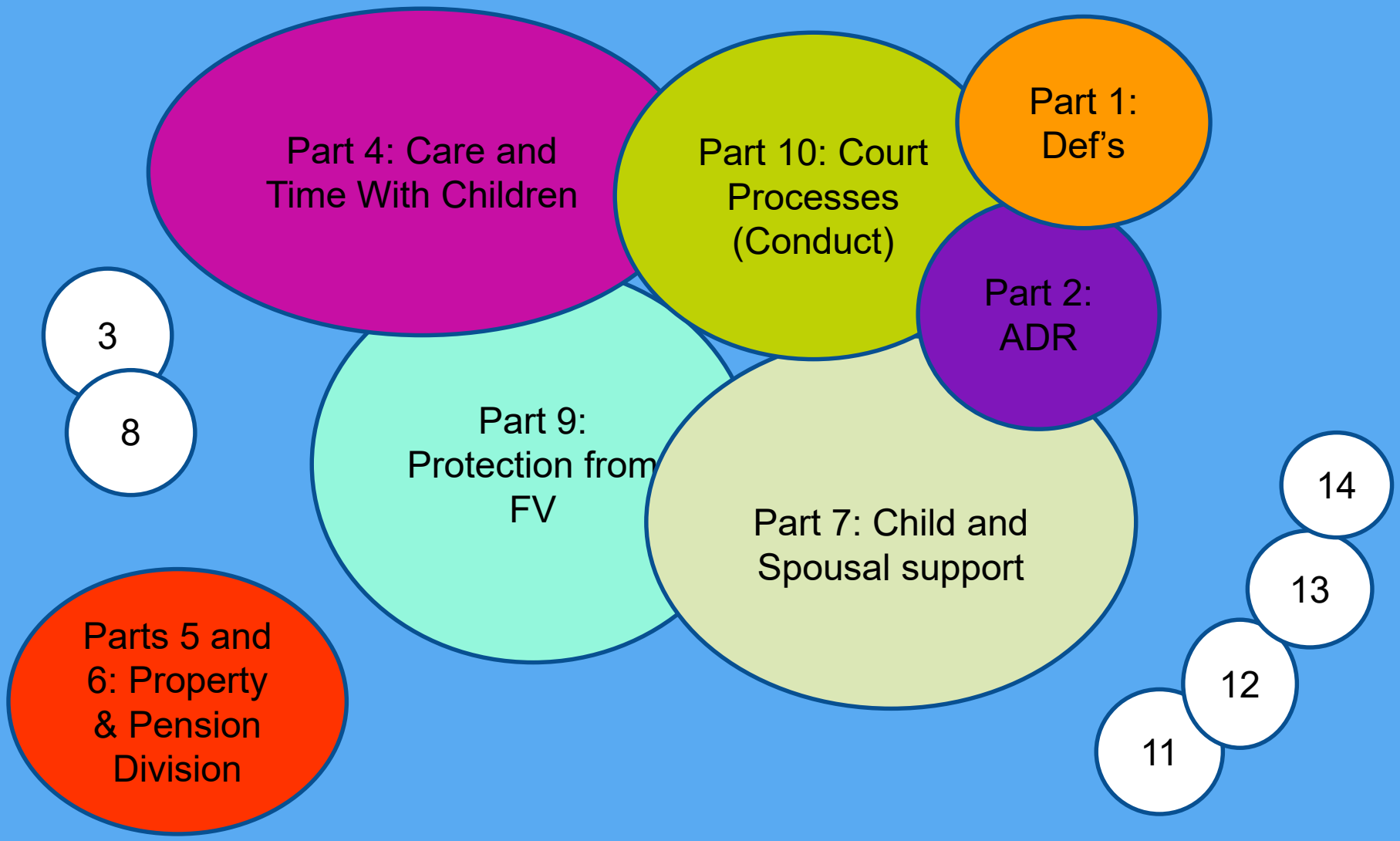
The Major Changes:

- Focus on Family Violence (“FV”)
- Laser-Focus on the Best Interests Test
- Alternate Dispute Resolution (“ADR”)
- Guardianship by Default
- Determination of Parentage
- Precision Tools for Conduct Management
- Property Division;

The Written Structure

Part 1: Interpretation	Part 8: Children's Property
Part 2: Resolution of Family Disputes	Part 9: Protection from FV
Part 3: Parentage	Part 10: Court Processes
Part 4: Care/Time with Children	Part 11: Search Officers
Part 5: Property Division	Part 12: Regulations
Part 6: Pension Division	Part 13: Transitional Provisions
Part 7: Child/Spousal Support	Part 14: Repeals / Boring Tech. Sections

The Real-Life Structure



Part 1: Def's. of Spouse and FV





Part 1: Interpretation (Spouse)

- Under the FRA, non-married spouses had no recourse to the property division regime under Part 5 of that statute.
- Common-law parties were relegated to using trust principles and the law of equity to resolve property disputes.
- Now, all persons who are married, or have lived in a marriage-like relationship for more than two years qualify (s. 3) under the FLA including for property division purposes (½ cheered in 2013; ½ wept).

Part 1: Family Violence

- Arguably, the biggest change under the FLA. Family Violence was defined in s. 1 of the FLA and the focus on FV is then woven throughout the statute, including property division.

"family violence" includes

(a) **physical abuse** of a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,

(b) **sexual abuse** of a family member,

FV, con’d

(c) **attempts** to physically or sexually abuse a family member,

(d) **psychological or emotional abuse** of a family member, including

(i) **intimidation, harassment, coercion or threats**, including threats respecting other persons, pets or property,

(ii) unreasonable restrictions on, or prevention of, a family member's **financial or personal autonomy**,

(iii) **stalking or following** of the family member, and

(iv) intentional **damage to property**, and

(e) in the case of a child, direct or indirect exposure to family violence;

Mandatory Consideration (s. 38)

38 For the purposes of section 37 (2) (g) and (h) [best interests of child], a court **must** consider all of the following:

(a) the nature and seriousness of the family violence;

(b) how recently the family violence occurred;

(c) the frequency of the family violence;

(d) whether any psychological or emotional abuse constitutes, or is evidence of, a pattern of coercive and controlling behaviour directed at a family member;

(e) whether the family violence was directed toward the child;

(f) whether the child was exposed to family violence that was not directed toward the child;

(g) the harm to the child's physical, psychological and emotional safety, security and well-being as a result of the family violence;

(h) any steps the person responsible for the family violence has taken to prevent further family violence from occurring;

(i) any other relevant matter.

The Case Law: Broadly Defining FV:

- The Court should take a "broad view of what constitutes family violence": *B.(M.W.) v. B.(A.R.)*, 2013 BCSC 885

- Demeaning remarks, blaming parent to a child qualify as family violence: *L.(D.N.) v. S.(C.N.)*, 2014 BCSC 1417

- Derogatory outbursts, demeaning comments qualify: *L.(D.N.) v. S.(C.N.)*, 2013 BCSC 809

The Case Law: Broadly Defining FV:

- Litigation abuse, failure to cooperate qualify, *B.(M.W.) v. B.(A.R.)*, 2013 BCSC 885

- Behaviour causing financial hardship and stress, threats to cause financial hardship qualify, *Hokhold v. Gerbrandt*, 2014 BCSC 1875

- Deliberate failure to pay child support intended to inflict emotional harm or control behaviour qualifies *P.(J.C.) v. B.(J.)*, 2013 BCPC 297

Part 2: Resolution of Family Disputes



Part 2: Resolution of Family Disputes

- Division 1: Resolution Out of Court Preferred:
  - S. 4 operates as a general nod of approval for out of court resolutions, S. 5 shifts the onus on disclosure (see: *Healey*, 2015 BCSC 2196) and Ss. 8 and 9 put positive obligations on counsel to promote out of court resolutions and processes.

- Division 2: Family Justice Counselors("FJC"):
  - Codifies the role of FJC's as a key resource in family law.

Part 2: Resolution of Family Disputes

- Division 3: Parenting Coordinators ("PC's)
  - Codifies the practice of using PC's
  - Essentially a parenting referee with arbitration powers;
  - Section 17 sets out what the PC can do (building consensus and making determinations);
  - Section 18 sets out the jurisdiction of PC's;
  - Section 19 leaves review powers to the Court.
  - Despite some reservations from the BCCA (*Fleetwood*), the Courts have been overwhelmingly positive about this development and cases where an appointment was not made (if contested) are rare and generally turn on cost.

Part 3 – Parentage

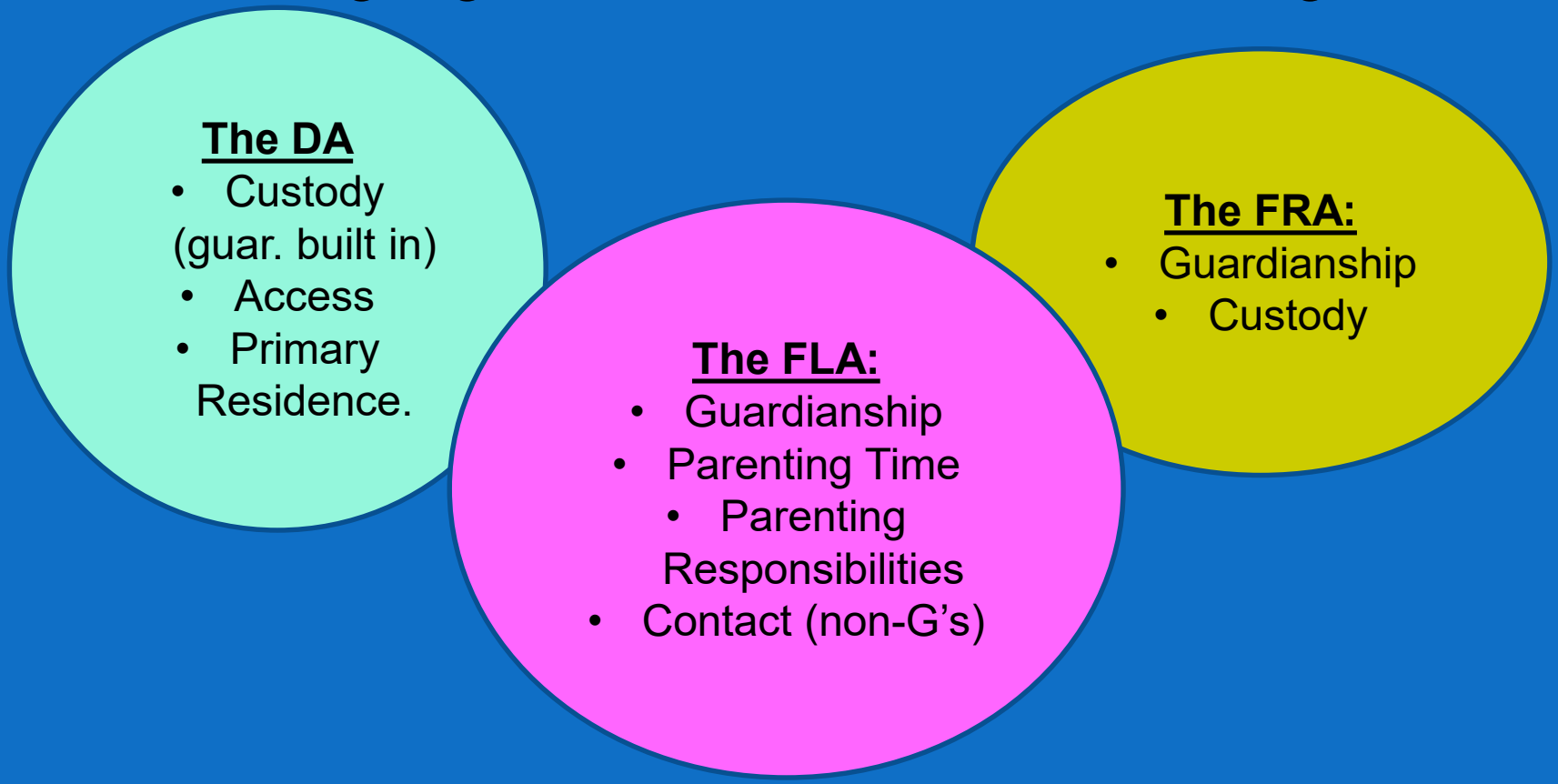


Part 3 – Parentage

- Essentially, Part 3 provides governance for determining parentage in IVF and surrogacy arrangements.
- Codified what had been an area of case law which developed out of necessity using the *parens patriae* and inherent jurisdictions of the Court.
- For a review of operation of the Part, see twin cases (no pun intended) rendered by Fitzpatrick, J: *Family Law Act (Re)*, 2016 BCSC 598 and *Family Law Act (Re)*, 2016 BCSC 22.

Part 4- Care and Time With Children

Between the *Divorce Act (*"DA"*)*, the FRA and the FLA, the language has become somewhat tangled:



Part 4: Available Remedies

- Guardianship orders if not already guardians by operation of the FLA;
- Orders for “Parenting Arrangements” (s. 40):
  - Parenting Time (s. 42);
  - Parenting Responsibilities (s. 41);
- Orders for “ Contact” (s. 59)
- Governance of Relocation (ss. 65 – 71)

Governing All of It:
The Test of All Tests: Best Interests

37 (1) In making an agreement or order under this Part respecting guardianship, parenting arrangements or contact with a child, the parties and the court must consider the best interests of the child **only**.

(2) To determine what is in the best interests of a child, all of the child's needs and circumstances must be considered, including the following:

(a) the child's health and emotional well-being;

(b) the child's views, unless it would be inappropriate to consider them;

(c) the nature and strength of the relationships between the child and significant persons in the child's life;

(d) the history of the child's care;

(e) the child's need for stability, given the child's age and stage of development;

* * *

Best Interests, con'd

(g) the impact of any family violence on the child's safety, security or well-being, whether the family violence is directed toward the child or another family member;

(h) whether the actions of a person responsible for family violence indicate that the person may be impaired in his or her ability to care for the child and meet the child's needs;

(i) the appropriateness of an arrangement that would require the child's guardians to cooperate on issues affecting the child, including whether requiring cooperation would increase any risks to the safety, security or well-being of the child or other family members;

(j) any civil or criminal proceeding relevant to the child's safety, security or well-being.

(3) An agreement or order is not in the best interests of a child unless it protects, to the greatest extent possible, the child's physical, psychological and emotional safety, security and well-being.

Auto-Guardianship Under the FLA

39 (1) While a child's parents are living together and after the child's parents separate, each parent of the child is the child's guardian.

* * *

(3) A parent who has never resided with his or her child is not the child's guardian unless one of the following applies:

* * *

(c) the parent regularly cares for the child.

(4) If a child's guardian and a person who is not the child's guardian marry or enter into a marriage-like relationship, the person does not become a guardian of that child by reason only of the marriage or marriage-like relationship.

- **Note**: Under s. 51, a person can apply for guardianship.

Parenting Arrangements (s. 40)

- Sets out that parenting time and parenting responsibilities may be shared by guardians : 40(1);
- Each parent may exercise parenting responsibilities but must consult: 40(2)
- There is no presumption in favour of equal parenting time, equal parenting responsibilities, or that decisions must be made separately or together: 40(4)

Parenting Responsibilities: S. 41

- Refers to the suite of day-to-day jobs that parents take on in raising a child, including decisions about academics, medical, the child's associations, residence, extra-curricular activities, passports, giving/refusing/withdrawing consent, starting court actions on behalf of a child, etc.

Parenting Time (s. 42)

- Parenting time refers to, well, parenting time. The section is literally three lines long.



+



= Section 42 (*super* complex section)

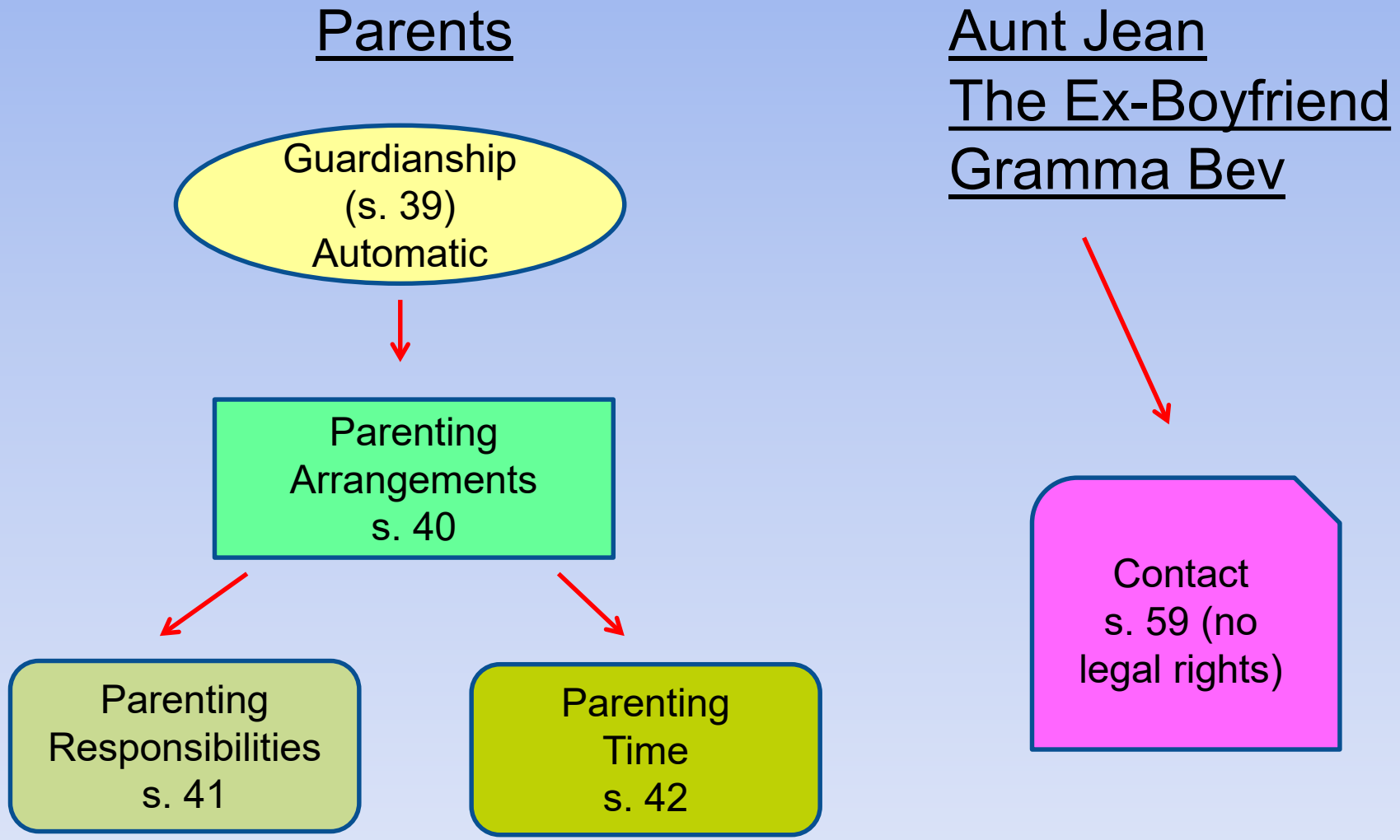
Contact (s. 59)

- Reserved for non-guardians only;
- Generally, would be the section under which a grandparent, aunt or other family member would seek an order for time with a child;
- Does not confer any right to make decisions about the child or exercise any parenting responsibilities;
- In theory, available to a parent who does not have guardianship, but begs the question as to why that person isn't applying for guardianship / PR / PT

Compliance (New Under the FLA)

- Under s. 61, if a parent denies the other parenting time, the Court can do multiple things including ordering ADR, make-up time, order a person to attend counselling, etc.
- Under s. 62, the denial is not found to be blameworthy if, for example, there was a reasonable basis to expect FV or the other parent was impaired.
- Under s. 63, if a person fails to take the parenting time to which they are entitled, the other parent can be awarded compensation for child care costs.

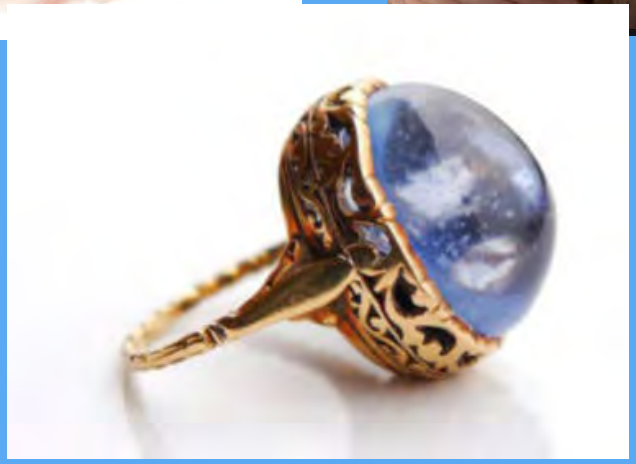
Summary


Parents
Guardianship (s. 39) Automatic
Parenting Arrangements s. 40
Parenting Responsibilities s. 41
Parenting Time s. 42
Aunt Jean
The Ex-Boyfriend
Gramma Bev
Contact s. 59 (no legal rights)

Property







Property Division: Part 5

- **Major** departure from the test under the FRA.
- Under the FRA, we had what was called a “community property regime”. The basic idea was that everything in sight, provided that it was “ordinarily used for a family purpose” (which included passive uses such as retirement planning) and that the claiming spouse had “contributed to” (including the provision of child care, thus enabling the breadwinner to earn income and acquire property), was open season.
- After that, the party that didn’t want to share was responsible for arguing why they ought to get a large percentage of the asset (reapportionment). The test was whether it would be “unfair” to not divide unequally.

The New Model: Exclusions

- Under the FLA, there are classes of excluded property, and which include the property brought into the relationship by one party, inheritances received during the marriage or marriage-like relationship, and gifts received from third parties.
- All else, including the increase in value of otherwise excluded property, is divisible.
- Contribution and use are largely irrelevant.
- Now, the person seeking an unequal division of family property (reapportionment) must demonstrate that it would be “significantly unfair” not to do so.

The Sections:

- S. 81: Parties have equal entitlement to “family property” on separation.
- S. 84: Defines family property (houses, shares, pensions, increase in value of excluded property, RRSP’s etc.).
- S. 85: Defines excluded property (pre-relationship property, inheritances, gifts from third parties).
- S. 95: Unequal division allowed in certain enumerated circumstances, but only if “significantly unfair” to divide equally.

Operation in the Real World

	Jane	Jill
DOM	$100K Equity in Her House	
	10 Years Paying Into Her Pension	$65K RRSP's
	Scooter (worth $5K)	$2,500 in Savings
DOS (10 years later)	$175K in Equity in House	
	Now, 20 Years Paying into Her Pension	$125K RRSP's
	Scooter (Now Vintage worth $10K)	$15,000 in Savings
They Share:	$75K Increase in the House	$60K Increase in the RRSP's
	The 10 Years of the Pension	$12,500 Increase in Savings
	The 5K Increase in the Scooter	

Property Protections

- S. 90: **Exclusive Occupancy** (tied into FV): gives the right of one person to stay in the family home to the exclusion of the other where it would be "impossible" for them to remain under the same roof. Often cited when the separation tension is affecting the children or FV is in play.
- S. 91: **Financial Restraining Order** against disposal or transfer of property. Preserves the property, especially in cases where there is an information imbalance between the parties.

Child and Spousal Support





Child Support

- Child support is comprised of two components: table support and the sharing of special/extraordinary expenses.
- Special expenses (s. 7 expenses) are generally academic, medical/dental or childcare costs (if needed to facilitate employment).
- Child support is available in British Columbia through the combined application the *Child Support Guidelines* (Federal) and either the FLA or the *Divorce Act*.
- The *Child Support Guidelines* are used to determine the appropriate incomes to be used to calculate support
- The FLA and DA are then used, once the amount of support is determined, to obtain agreements or orders for payment.

The Real World:

Step 1: Determine Income Under CSG, ss. 15 – 20



Step 2: Determine Monthly Amount Using the Tables



Step 3: Determine Special Expenses to be Shared

Seek Order Under FLA or DA

FLA OR DA

= Child Support

Step 1: Determining Income

- **Section 16**: Start with Line 150 (total income) from T1 general (personal tax return).
- **Section 17**: If the person's income fluctuates wildly, consider using a three-year average.
- **Section 18**: If the person keeps money in their personal corporation for no reason other than tax planning, pull that money out for support purposes.
- **Section 19**: Impute additional income if the person is aggressive with writing off expenses, is unemployed or underemployed (with no good reason), the payor is exempt from paying federal or prov. tax, etc.
- **NOTE**: Section 150 the FLA says you must use the CSG.

Step 2: The Tables

British Columbia / Colombie-Britanique

Federal Child Support Amounts: Simplified Tables
Montants fédéraux de pensions alimentaires pour enfants: Tables simplifiées

Income/ Revenu ($)	Monthly Award/ Paiement mensuel ($) — No. of Children/ Nbre d'enfants				Income/ Revenu ($)	Monthly Award/ Paiement mensuel ($) — No. of Children/ Nbre d'enfants				Income/ Revenu ($)	Monthly Award/ Paiement mensuel ($) — No. of Children/ Nbre d'enfants				Income/ Revenu ($)	Monthly Award/ Paiement mensuel ($) — No. of Children/ Nbre d'enfants			
	1	2	3	4		1	2	3	4		1	2	3	4		1	2	3	4
10820	5	16	17	19	***16200***	119	263	283	304	***21600***	187	345	472	533	***27000***	239	420	571	694
10900	6	20	22	24	***16300***	120	266	287	308	***21700***	188	346	474	537	***27100***	240	421	573	696
11000	24	71	76	82	***16400***	122	269	291	312	***21800***	189	348	476	541	***27200***	241	422	574	698
11100	26	76	81	88	***16500***	124	272	294	315	***21900***	189	349	477	546	***27300***	242	424	576	700
11200	28	80	86	93	***16600***	126	275	298	319	***22000***	190	350	479	550	***27400***	243	425	577	702
11300	29	85	91	99	***16700***	128	278	302	323	***22100***	191	351	481	554	***27500***	244	426	579	704
11400	31	90	96	104	***16800***	129	280	305	327	***22200***	192	353	483	559	***27600***	245	427	580	706
11500	33	95	101	110	***16900***	131	283	309	331	***22300***	193	354	484	563	***27700***	246	428	582	708
11600	35	99	107	115	***17000***	133	286	313	335	***22400***	193	355	486	567	***27800***	247	430	583	710
11700	37	104	112	121	***17100***	135	287	317	339	***22500***	194	357	488	572	***27900***	248	431	585	712
11800	39	109	117	126	***17200***	137	288	320	343	***22600***	195	358	490	576	***28000***	249	432	586	714
11900	40	114	122	132	***17300***	139	289	324	347	***22700***	196	360	492	581	***28100***	250	434	588	716
12000	42	118	127	137	***17400***	140	290	327	351	***22800***	197	361	494	585	***28200***	251	435	589	718
12100	44	122	131	141	***17500***	142	290	331	354	***22900***	198	362	495	589	***28300***	252	437	591	720
12200	46	125	135	145	***17600***	144	291	335	358	***23000***	198	364	497	594	***28400***	253	438	592	722
12300	47	129	139	149	***17700***	146	292	338	362	***23100***	199	365	499	597	***28500***	254	440	594	724
12400	49	132	142	153	***17800***	148	293	342	366	***23200***	200	367	501	601	***28600***	255	441	595	726
12500	51	136	146	157	***17900***	150	294	346	370	***23300***	201	368	502	604	***28700***	256	443	597	728
12600	53	139	150	161	***18000***	152	295	349	374	***23400***	201	369	504	607	***28800***	257	445	598	730
12700	55	143	154	165	***18100***	153	296	353	378	***23500***	202	371	506	611	***28900***	258	446	600	732
12800	56	147	158	169	***18200***	155	298	357	383	***23600***	203	372	508	614	***29000***	259	448	602	734
12900	58	150	162	173	***18300***	156	299	362	387	***23700***	204	373	510	617	***29100***	260	450	604	736
13000	60	154	166	177	***18400***	158	300	366	392	***23800***	205	375	512	621	***29200***	261	451	605	738
13100	62	158	170	181	***18500***	159	302	370	396	***23900***	206	376	513	624	***29300***	262	453	607	740
13200	64	161	173	185	***18600***	161	303	374	401	***24000***	206	377	515	627	***29400***	263	454	609	742

Step 3: Determine Special Expenses

- Classics:
  - Daycare, preschool or after-school care which is needed to facilitate employment (not going out for lunch with your friends);
  - Medical, dental, ortho, optical, drugs, net of coverage;
  - Academic costs.
- These can be shared between the parties (are not covered by child support) either in proportion to the parties' incomes or some other fashion.
- Based on family resources.

Who Pays Who?

- If one parent has the children in their care **>60%** of the time, the other parent pays straight table support on their income regardless of the recipient's income and then they share special expenses in some fashion.
- If the parties share the children between **40/60 and 50/50** there is a set-off (CSG S. 9). Thus if parent A would pay $1,000 to the other, and parent B would in turn pay $500, the net payment from A to B is $500.
- There are several nuanced issues buried in this analysis, including tax ramifications. The client needs to dig deeper than this presentation can provide.

Make It Happen: S. 149 FLA

149 (1) Subject to subsection (3), on application by a person referred to in subsection (2), a court may make an order requiring a child's parent or guardian to pay child support to a designated person.

(2) An application may be made by

(a) a child's parent or guardian,

(b) the child or a person acting on behalf of the child, or

* * *

(3) An order under subsection (1) may only be made against a stepparent if

(a) the stepparent has a duty to provide for the child under section 147 (4) [duty to provide support for child], and

(b) the stepparent and the child's parent are separated.

(4) The making of an order against one person for the support of a child does not affect the liability of, or prevent the making of an order against, any other person responsible for the support of the child.

Spousal Support

- Spousal support is awarded to a spouse on the basis of one or more of three principled legal bases (per *Bracklow*, SCC)
  - Contractual (i.e. a marriage agreement or cohabitation agreement);
  - Non-compensatory (sheer need of the recipient with a payor with a corresponding ability to pay); and
  - Compensatory (*Bracklow*, *Moge*): to compensate a spouse for the roles played during the marriage and which has resulted in economic disadvantage on the breakdown of the relationship.

The FLA: ss. 160 - 165

- **S. 160**: There is a duty to provide support to an entiteld spouse.
- **S. 161**: The objectives of spousal support (next slide).
- **S. 162**: Determining quantum of spousal support (mostly impacted by length of relationship) .
- **S. 163 – 164**: Deals with agreements.
- **S. 165**: The section conferring the Court with authority to make spousal support orders.

Objectives

161 In determining entitlement to spousal support, the parties to an agreement or the court must consider the following objectives:

(a) to recognize any economic advantages or disadvantages to the spouses arising from the relationship between the spouses or the breakdown of that relationship;

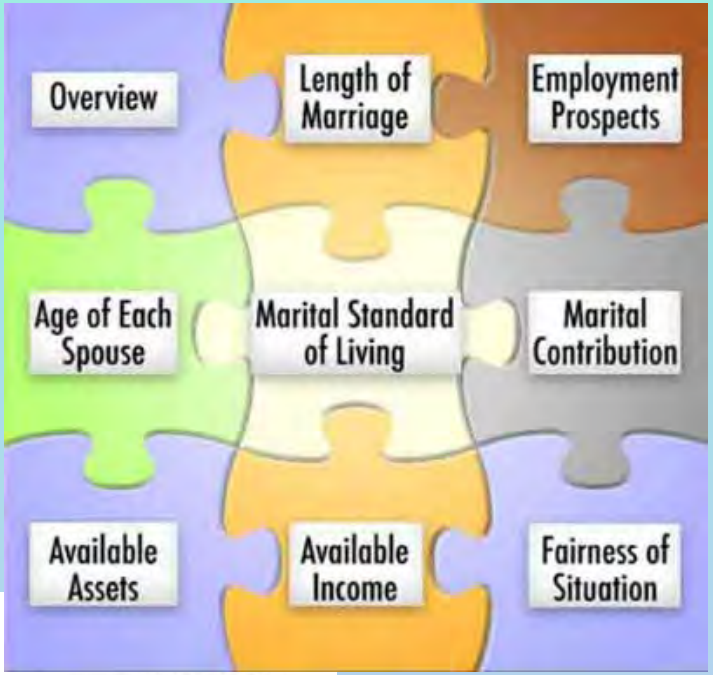
(b) to apportion between the spouses any financial consequences arising from the care of their child, beyond the duty to provide support for the child;

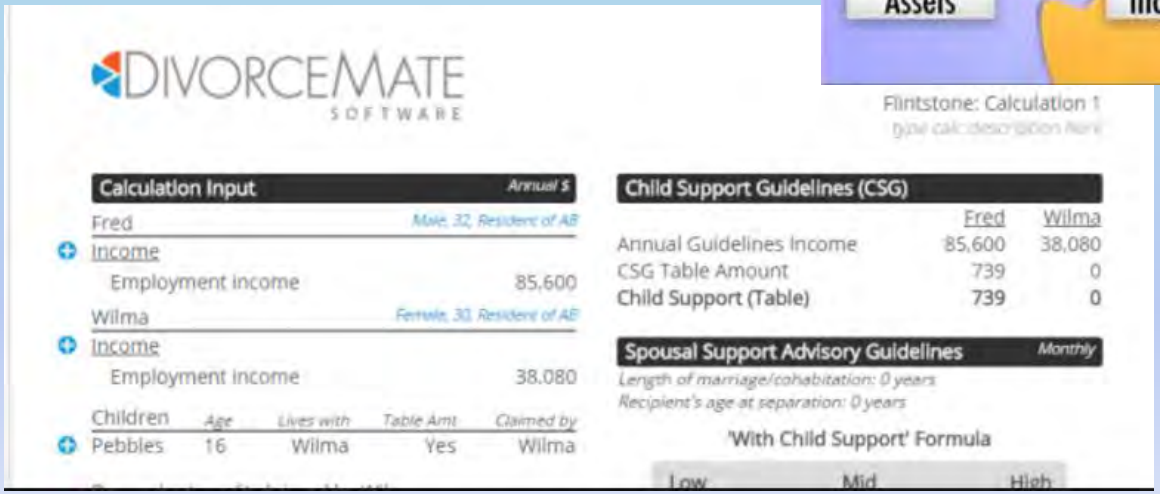
(c) to relieve any economic hardship of the spouses arising from the breakdown of the relationship between the spouses;

(d) as far as practicable, to promote the economic self-sufficiency of each spouse within a reasonable period of time.

SSAG's / DivorceMate







Part 9: Protection from FV

- Section 183 provides for “protection orders” and which can be sought either with or without notice.
- They are serious orders that are made where the Court concludes that family violence is likely to occur to an at-risk family member (including a child).
- Linked to the *Criminal Code of Canada* such that a breach of a family law protection order gives rise to the possibility of criminal prosecution. This is a significant, major step-up from the restraining tools available under the FRA and *Rules of Court*.

Part 10: Court Processes



Procedural – **Important**

198 (1) Subject to this Act, a proceeding under this Act may be started at any time.

(2) A spouse may start a proceeding for an order under Part 5 [Property Division] to divide property or family debt, Part 6 [Pension Division] to divide a pension, or Part 7 [Child and Spousal Support] for spousal support, **no later than 2 years after**,

(a) in the case of spouses who were married, the date

(i) a judgment granting a divorce of the spouses is made, or

(ii) an order is made declaring the marriage of the spouses to be a nullity, or

(b) in the case of spouses who were living in a marriage-like relationship, the date the spouses separated.

* * *

(5) The running of the time limits set out in subsection (2) is suspended during any period in which persons are engaged in family dispute resolution with a family dispute resolution professional.

Procedural: Children's Rights

- **S. 201**: children over the age of 16 can start or defend their own court proceedings without the need for a litigation guardian.
- **S. 202**: the Court has wide discretion over the manner in which a child's evidence will be heard or received.
- **S. 203**: a child can be appointed their own lawyer by the Court, including where the conflict is so severe that no one has objectivity.

See: *K. (N.) v. H. (A.)*, 2016 BCSC 744

Reports / Views of the Child

- Under Section 211, the Court can order an enquiry into any aspect of a child's best interests, including their needs and the ability of their caregivers to meet those needs.
- This section can also be used for views of the child reports, allowing for the evidence of a child to be acquired without the need for the child's direct participation.

Disclosure

- Disclosure is the cancer of matrimonial litigation: Justice Fraser in *Cunha*.
- In reply to this, sections 212 and 213 provide the Court with the ability to award heavy costs and fines (up to $5,000) for parties who fail to meet their disclosure obligations.
- See: *G. (J.D.) v. V. (J.J.)*, 2013 BCSC 1274

Conduct Orders

- **S. 221**: Court can find abuse of process, lower standard that under the *Supreme Court Act*.
- **S. 222**: Court make a person do, or not do, pretty much anything. Surgical management of bad behaviors.
- **S. 223**: Court can manage court proceeding however necessary.
- **S. 224**: Court can order parties into ADR
- **S. 225**: Court can order restrictions on communications between parties.

Conduct Orders, Con'd

- **S. 226**: Court can order that a person maintain mortgage, rent or utilities payments.
- **S. 227**: Court can make a person do, or not do, just about anything (one more time, but this time with feeling).
- **S. 228**: If you breach a conduct order, the Court can award costs or fine you up to $5,000.
- **S. 230**: If you breach, the Court can do more things against you (again, feeling).
- **S. 231**: Jail.

Conduct Order Cases:

- Orders that parties do not drink or do drugs when parenting children:

  Stevenson v. Nivala, 2015 BCSC 892

- Orders that a party not harass the new romantic interest of the other:

  B. (J.R.) v. F. (J.H.), 2015 BCPC 70

- Addressing alienation behavior:

  G. (N.R.) v. G. (G.R.), 2015 BCSC 1062 (para. 288)

Thanks.

income assistance

Income Assistance

Eligibility, Application, and Benefits



sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

Income Assistance

Income Assistance is the welfare program in BC for low/no income individuals through the Ministry of Social Development and Poverty Reduction (MSDPR).

3 Categories:

1. **Income Assistance (IA)** – regular income assistance for individuals who are employable
2. **Person with Persistent Multiple Barriers (PPMB)**
3. **Persons with Disabilities (PWD)**

Eligibility

May be eligible if:

- Out of work or not earning enough to meet basic needs
- Waiting for other sources of income to arrive
- Cannot work at all
- Urgently need food, shelter or medical attention



Must use all other sources of income and assets before applying for IA

2 Year Independence Requirement

- Demonstrate financial independency for at least two consecutive years
  - Worked for at least 840 hours
  - Earned $7,000 or more



2 Year Independence Requirement

Exempt if the individual:

- Has a disability;
- Under 19;
- Have dependent children;
- Is pregnant;
- Have fled abuse within the past six months;
- Has a two-year diploma, bachelor degree or higher;
- Has a medical condition that prevents working.

income assistance

Applying for Income Assistance

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Documentations Needed



- ID for you and your family
- Social Insurance Number (SIN)
- Rent and utilities costs
- Bank profile (last 60 days)
- How much you owe on your vehicle (if you have a car)
- Any other documents as required by the Ministry



Work Search Exemption

May not have to do a work search if:

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- Single parent with a dependent child under three
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www.workbc.ca

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Work Search Activities Record (PDF)

Reset Form

BRITISH COLUMBIA | Ministry of Social Development and Social Innovation

THIS IS A MANDATORY FORM FOR APPLICANTS & MUST BE RETURNED TO THE MINISTRY

WORK SEARCH ACTIVITIES RECORD

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LAST NAME	GIVEN NAME	
ADDRESS		
POSTAL CODE	BIRTH DATE (YYYY MMM DD)	TELEPHONE

REASONABLE WORK SEARCH ACTIVITIES GA NUMBER (if applicable)

Examples of work search activities:

- Preparation of (i.e. drafting, typing, photocopying) resume and/or cover letters, when completed in combination with employer contacts
- Telephone inquiries to potential and specific employers
- Fact finding interviews, when completed in combination with employer contacts
- Responding to newspaper ads, internet
- Cold calling potential employers
- Networking with friends, relatives, neighbors previous employers, colleagues or other social contacts
- Submitting applications for employment
- Submitting letters and/or resumes for employment
- Participating in employment interviews
- Attending workshops for resume preparation or employment search

INSTRUCTIONS: List date, type of activity (e.g. resume preparation, personal interview, application, telephone call, networking, etc.), location of activity, a contact name and phone number and the results of all activities that you have done to improve your opportunities of finding work. Please refer to the Work Search Toolkit for work search ideas and activities that will assist you to find employment. Prior to submitting this form, sign and date the declaration and notification at the bottom of page 2 (reverse) of this form.

DATE OF ACTIVITY	TYPE OF ACTIVITY	LOCATION OF ACTIVITY	CONTACT NAME AND PHONE NUMBER	RESULTS OF YOUR ACTIVITY

www.hsd.gov.bc.ca/forms/pdf/HR0077.pdf

Earned Income

Earned income is classified as any of the following:

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- Money received from providing room and board at your residence
- Money received from renting rooms at your residence



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Unearned income is classified as any of the following:

- Money, annuities, stocks, bonds
- Tax refund
- Employment insurance
- Old Age Security (OAS) & Guaranteed Income Supplement (GIS)
- A trust or inheritance



Assets Exemptions and Limitations

Assets that are exempt:

- Personal items
- Home owned by the recipient
- Vehicle valued up to a $10,000



NEWTON RESOURCE CENTRE

INCOME ASSISTANCE, PERSON with PERSISTENT MULTIPLE BARRIERS & DISABILITY
Annual Earning Exemptions, Asset Levels & Shelter/Support Rates:

CLASSIFICATION: **Employable**	Earnings Exemption	Asset Level	SHELTER *Shelter amount increases with # of children	SUPPORT	TOTAL **Changes: Depends on shelter amount	Vehicle Asset Limit
Single Person Aged 19-64	$400	$2000	375	335	710	$10,000
Single Person with Confirmed Pregnancy (Prenatal Shelter Supplement)	$400	$2000	375 + 195	335	905	
Single Person Over 65	$400	$2000	375	631.42	1006.42	
Couple Under age 65	$400	$4000	570	407.22	977.22	
Couple: One under 65 one over 65	$400	$4000	570	800.56	1370.56	
Couple with 1 child **(For more than 1 child – see shelter rates below)**	$600	$4000	*660	501.06	**1161.06	
Single parent with 1 child **Shelter amount increases with # of children**	$600	$4000	*570	475.58	**1045.58	
Classification: PPMB	**Earnings Exemption**	**Asset Level**	**Shelter** *Shelter amount increases with # of children	**Support**	**Total** **Changes: Depends on shelter amount	**PPMB Vehicle Asset Limit**
Single Person	$700	$2000	375	382.92	757.92	$10,000
Couple – One with PPMB	$700	$4000	570	496.22	1066.22	
Couple – Both with PPMB	$700	$4000	570	552.06	1122.06	
Couple: Both with PPMB with one child **(Additional Children: see shelter rates below)**	$700	$4000	*660	646.06	**1306.06	
Single Parent with child **(Additional Children: see shelter rates below)**	$700	$4000	*570	523.58	**1093.58	

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Single Person	$12000	$100,000	375	758.42	1133.42	No Limit
Couple: One with PWD	$14400	$100,000	570	927.56	1497.56	
Couple: One with PWD with One Child	$14400	$100,000	*660	1021.56	1681.56	
Couple Both with PWD	$24000	$200,000	570	1351.06	1973.06	
Couple: Both with PWD with Children*	$24000	$200,000	*660	1445.06	**2157.06	
Single parent with children*	$12000	$100,000	*570	899.08	**1469.08	
Shelter Rates for EMPLOYABLE, PPMB AND PWD	**Shelter Rates:** Single: $375.00 2 Member Family: $570.00; 3 Member Family: $660; 4 Member Family – $700; 5 Member Family: $750; 6 member family: $820.00 ***Shelter amount increases with # of children** ****Changes: Depends on shelter amount**					

Effective as of January 1, 2016

Crisis Supplement

Crisis supplements are additional funds that the Ministry can issue when:

- An individual or family unit faces an unexpected emergency need
- Failure to meet the expense will result in imminent danger to the physical health or removal of child.



income assistance

Crisis Supplement: Qualification Requirements

Type of Crisis Supplement	Maximum Amount
Food	Up to: $20.00 per person **per month**
Clothing	Up to: $100.00 per person **per year** Can be received for up to a maximum of 4 people (per year)
Shelter	Restricted to the **actual cost**, up to the maximum shelter allowance
Annual Maximum	**The total amount of crisis supplements in a 12 month period cannot be more than twice the amount of assistance you receive.**

IMPORTANT: Crisis supplements **do not** have to be paid back

income assistance

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To qualify, the individual's situation must meet the following:

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Security Deposits

A landlord can charge only one **damage** (security) **deposit** for each tenancy agreement.

- The ministry may allow for a maximum of 2 security deposits to be **loaned** to secure a residence
- The security deposit cannot exceed 50% of one month's rent
- The applicant must agree in writing to pay back the amount
- Security deposits cannot be given after a person has moved into the residence
- An 'Intent to Rent" must be completed by the landlord

Paying Back the Security Deposit

- $20 will be deducted from a person's cheque the month after receiving a security deposit and will continue until the amount of the deposit is paid off
- If a second deposit is borrowed, that amount will be added on top of the previous amount owing, and the amount deducted will remain at $20.



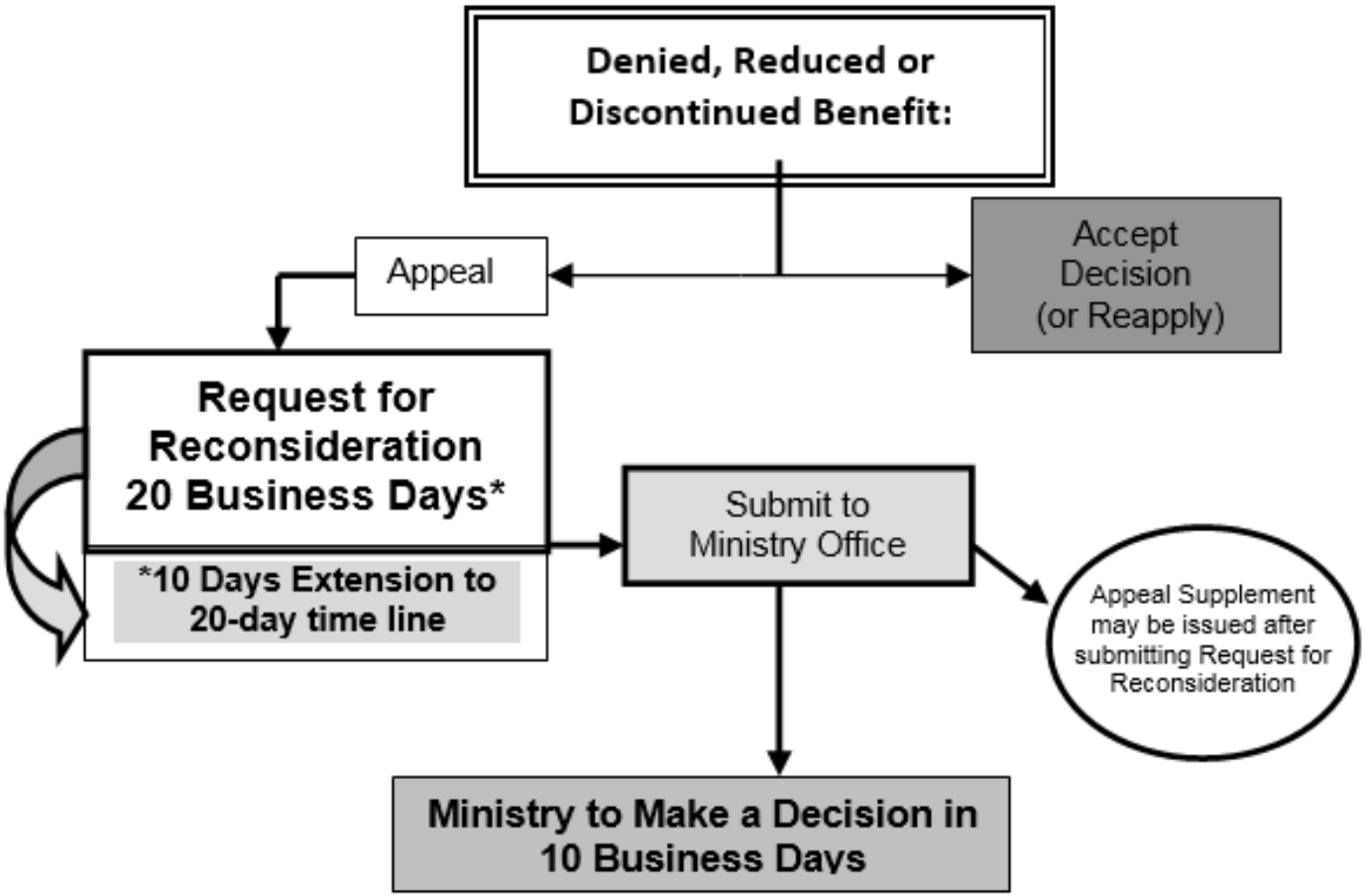
Appealing a Ministry Decision

- If denied, applicant has **20 business days** from when they were informed of a denial to submit a “Request for Reconsideration Package” (appeal package)
- Contact a Ministry of Social Development and Poverty Reduction (MSDPR) office to ask for a “Request for Reconsideration Package”

Applicant should seek help to complete appeal package

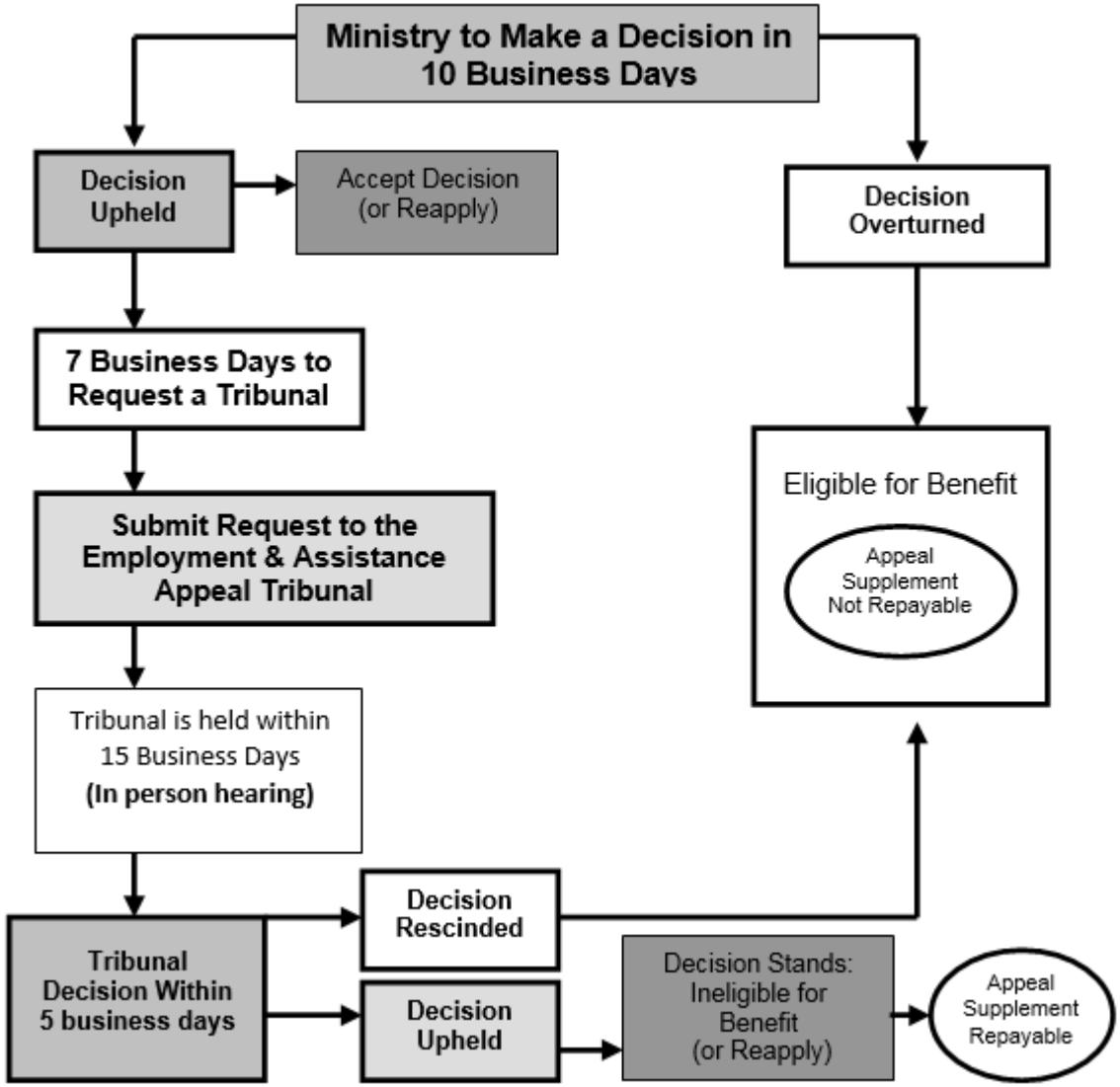


Appeal Process (Stage 1)



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Appeal Process (Stage 2)







Questions?



income assistance

What is Ask An Advocate?

AskanAdvocate.ca is a "one-stop" resource with access to useful information, resources and videos on income assistance, disability benefits, tenancy and housing, and other income supports.

Members have access to:

- ✓ **ONLINE TRAINING COURSES** (Income Assistance, PWD, CPPD, Public Pensions, Tenancy)
- ✓ **LIVE CHAT** where service providers can get answers to questions in real time, with our live advocates!

To become a member, please email us at **askanadvocate.ca@sourcesbc.ca**

income assistance

Interested in Training?



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www.askanadvocate.ca

Thank you

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Effective as of January 1, 2016

AskAnAdvocate.ca

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income assistance

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- $20 will be deducted from a person's cheque the month after receiving a security deposit and will continue until the amount of the deposit is paid off
- If a second deposit is borrowed, that amount will be added on top of the previous amount owing, and the amount deducted will remain at $20.



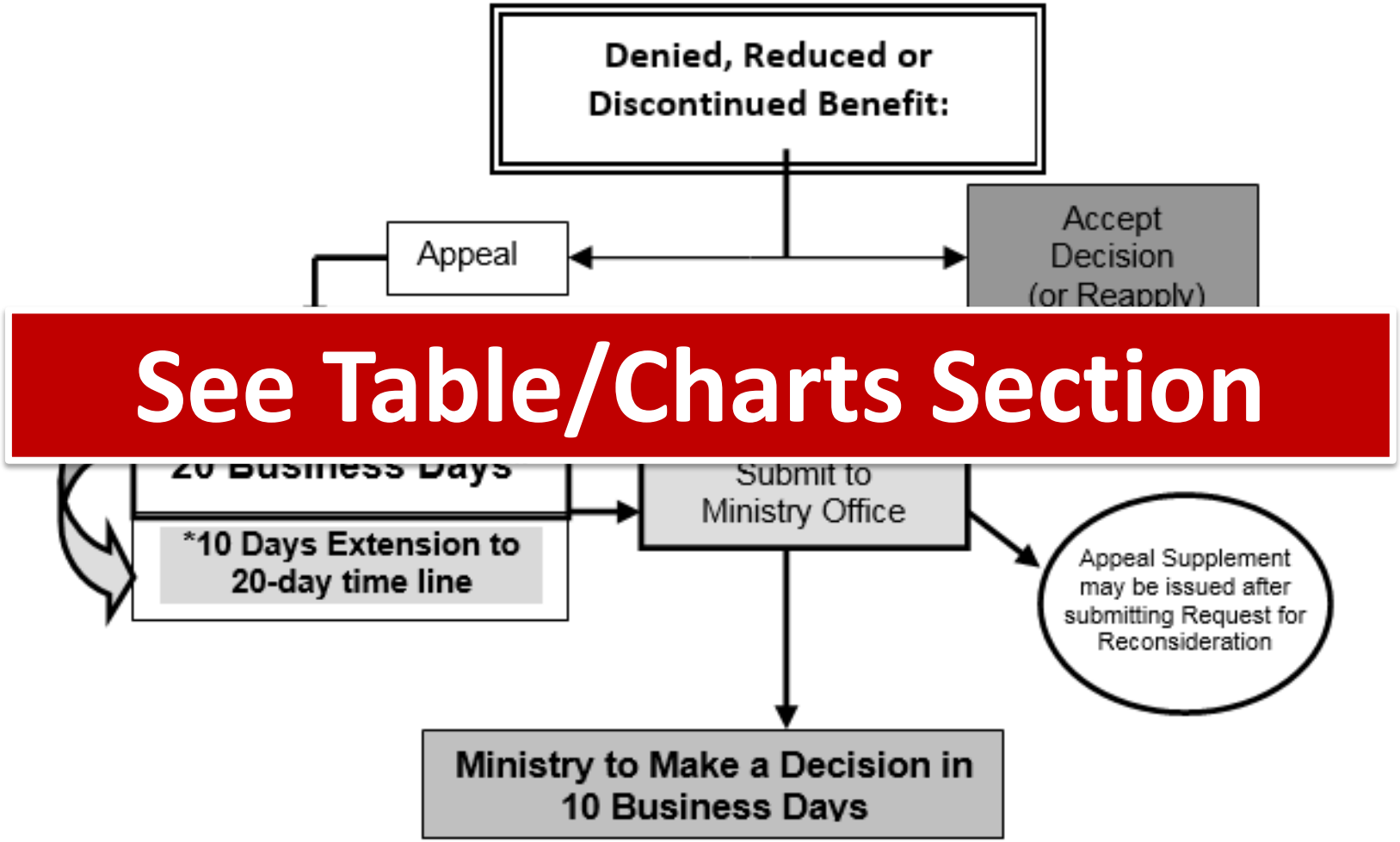
Appealing a Ministry Decision

- If denied, applicant has **20 business days** from when they were informed of a denial to submit a "Request for Reconsideration Package"
- Contact a Ministry of Social Development and Poverty Reduction (MSDPR) office to ask for a "Request for Reconsideration Package"

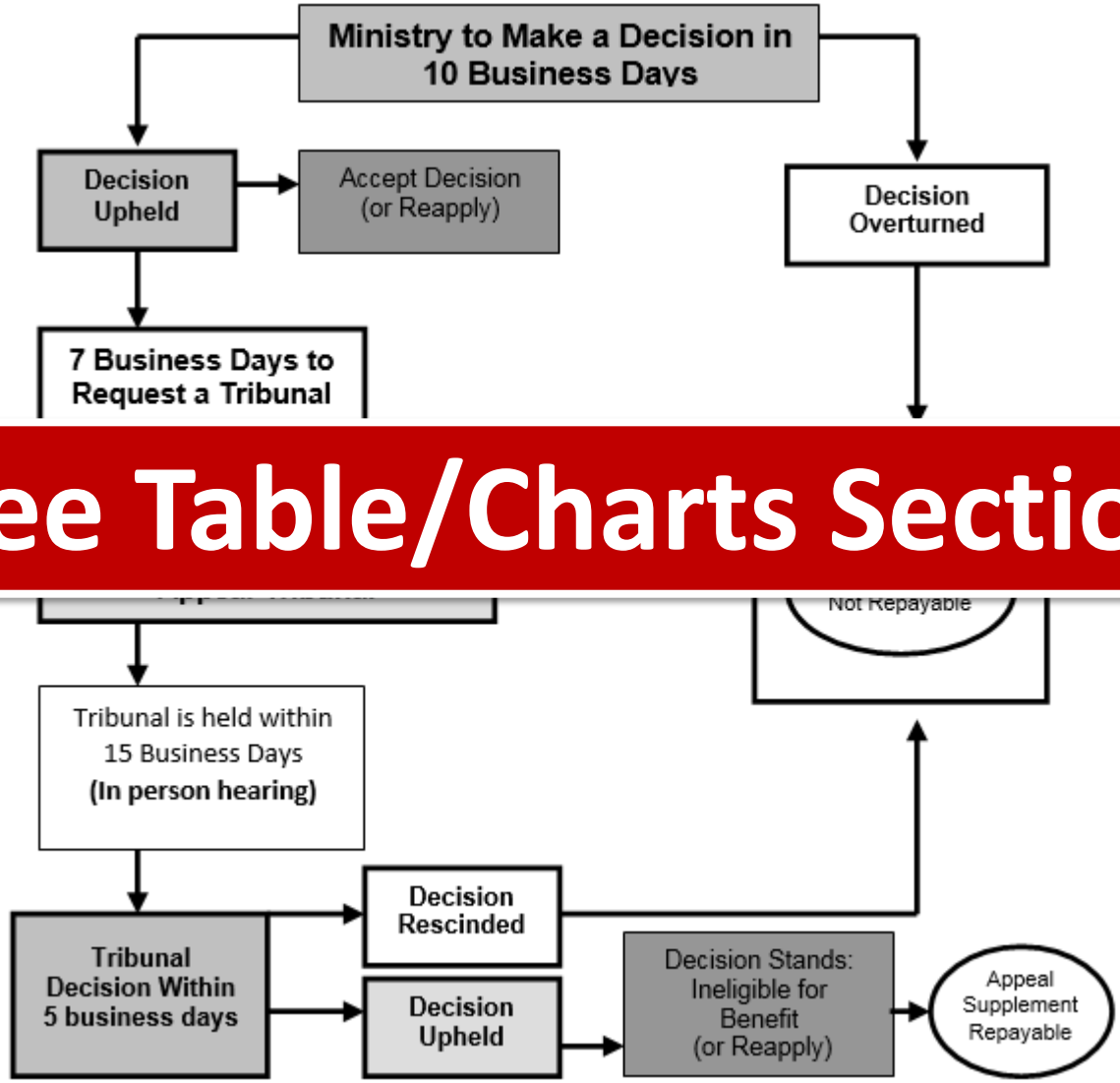
Applicant should seek help to complete appeal package



Appeal Process (Stage 1)



Appeal Process (Stage 2)



See Table/Charts Section



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ADDITIONAL AVAILABLE SUPPLEMENTS

There is a selection of supplements available through the Ministry of Social Development & Poverty Reduction (MSDPR) to assist with a variety of needs including medical expenses, unexpected expenses and other assortment of benefits.

To Be Eligible

There are 3 different categories of income assistance (IA). They are: **Employable** (regular IA), **Person with Persistent Multiple Barriers** (PPMB) and **Person with Disabilities** (PWD). Persons who are deemed eligible for IA and PPMB may be able to get some General and Health supplements, while other additional supplements are only available if a person or the family has the PWD status.

All Income Assistance and PPMB Recipients receive:

General

- BC Bus Pass Program (age restricted –over 60)
- Camp Fees Supplement
- Christmas Supplement
- Clothing Supplement
- Co-op Share Purchase
- Crisis Supplement
- Family Bonus Supplement
- Family Maintenance
- Funeral Costs
- Guide Dog and Service Dog
- Identification Supplement
- Lost or Stolen Cheque Supplement
- Moving, Transportation and Living Costs
- Pre-Natal Shelter
- School Start-Up Supplement
- Security Deposit Supplement
- Travel Supplement
- Utility Security Deposit

Health

- Alcohol & Drug Residential Treatment Supplement
- Dental Supplement
- Diet Supplement
- Extended Medical Therapies
- Hearing Aids Supplement
- Infant Formula Supplement
- Medical Supplies, Equipment & Devices
- Medical Transportation
- Natal Supplement
- Nutritional Supplement
- Optical Supplement
- Orthotics & Bracing
- Tube Feeding Supplement

PWD Recipients receive General and Health supplements and additionally:

- Community Volunteer
- Life Threatening Health Needs
- Nutritional Supplement
- PWD Bus Pass Program
- Reconsideration or Appeal Supplement
- Transport to Special Care Facilities

Assessing Eligibility

Eligibility for some supplements are determined by the worker while others require a form to be completed or through an assessment done by a medical professions (for example, an occupational therapist). Then the request goes to the Health Assistance Branch of the Ministry where the will determine eligibility for the supplement.

For more information visit our website at
www.AskAnAdvocate.ca



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ASSET LIMITS

To receive income assistance, you must have used all other resources that may be available to you but, you are allowed to have some assets depending on:

- The number of people in your family unit ***and;***
- Your income assistance status (regular IA, PPMB, PWD)

What is "Equity"?
Equity is based on the market value of a property less the amount you owe on it.

Example: your home market value is $250,000 and your mortgage owing is $150,000. Your equity is 250,000 less 150,000 = $100,000

What are Assets?

- Equity in any personal property that can be converted to cash,
- A beneficial interest in real or personal property held in trust, or
- Cash assets
- Some examples include: vehicles, a home, personal possessions, stocks, bonds, and cashed value life insurance.

Asset Limits and Exempt Assets:

If you are on income assistance, PPMB, or PWD the Ministry sets limits and conditions on assets.

Assets Rate Table

	Income Assistance / PPMB		Disability Assistance	
	Single	Couple, and One or Two Parent Families	Family Unit with One PWD Designation	Family Unit with Two PWD Designations
	Basic Limits			
Cash/Savings Limit	$2,000	$4,000	$100,000	$200,000
Vehicle Limit	One vehicle, $10,000 Limit		No Limit	

For Example: a single person with PWD status is allowed to have $100,000 in cash or financial products that can be converted to cash and can own a home of any value, as long as the person lives in the home. That is because it is then considered an "exempt" asset.

Exempt Assets:

Below is a list of some of the assets that are exempt from your asset limit.

What does "exempt" mean?
If an asset is exempt, it means that the Ministry cannot count it towards a recipient's monthly asset limit.

- Clothing and other necessary household equipment
- A house you own and live in
- A child tax benefit or GST credit
- Business tools
- An uncashed life insurance policy with a cash value of $1,500 or less
- Disability Trusts

For a complete list of assets and exempt assets go to:
www.gov.bc.ca/meia/online_resource/verification_and_eligibility/assets/policy.html

Preserving your cash asset when you have PWD

If you have or are applying for PWD status, you are allowed to have a trust set up which allows any extra assets (like an inheritance) to become exempt from your asset limit.

For more information, see our fact sheet: PWD Benefits and Trusts.

For more information visit our website at www.AskAnAdvocate.ca



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CLOTHING CRISIS SUPPLEMENT

A clothing crisis supplement may be provided by the Ministry of Social Development & Poverty Reduction's (MSDPR) to an individual or family unit as a one-time payment to cover the expense of an **unexpected** cost.

The Ministry can issue up to $100.00 per person in the family unit and up to a maximum of $400.00 each year. For example, a family unit of 6 will still only be issued a maximum of $400.00 within one year.

What does "unexpected" mean?
Sometimes sudden expenses come up which you did not budget for.

For example: there is a flood or fire in your house and your clothing is damaged and destroyed. You need to buy new clothing, but then that means you'll be short on your rent!

Who is Eligible?

If you are eligible for income assistance, disability assistance, or hardship assistance you can apply for a supplement. Clothing supplements are issued if the need meets these requirements:

- It is an **unexpected expense** or the person needs to obtain an item **unexpectedly** and one of the following must apply:
  - Failure to meet the expense or purchase the item will be a danger to the physical health of the individual or a person in the family unit ***or***
  - Removal of a child under the Child, Family and Community Service Act,

It also must be demonstrated there are no other resources available to the individual or family unit to meet the need. It is a good idea to explain to the Ministry how you meet these requirements in your request.

How to Request a Supplement

Submit a letter with your request to the Ministry. When you submit the request to the Ministry, ask for it to be date stamped and for a copy so you have proof that you submitted it. It is also beneficial if you can supply any verifying information, such as a doctor's note in the case of an "unexpected" significant weight gain or weight loss, police report, or other supporting information.

If you are not given an answer about the decision when you submit your request, be sure to call back the next day, to inquire about the status of your request. If you have not received an answer the next day, we suggest you visit the Ministry office again.

REMEMBER: You **DO NOT** have to pay back the crisis supplements!

For more information visit our website at www.AskAnAdvocate.ca



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CRISIS SUPPLEMENT

Crisis Supplements are additional funds that the Ministry of Social Development & Poverty Reduction's (MSDPR) may issue when an individual faces an **unexpected immediate need**. A crisis supplement is intended to aid the client in an emergency when all other resources have been exhausted.

When you are applying for a Crisis Supplement, it's important to note that you have **NO** money to pay for the needed items, you **CANNOT** get them from other sources, and you **NEED** them right away.

What does "unexpected" mean?
Sometimes sudden expenses come up which you did not budget for.

What does "immediate need" mean?
You are in emergency need of the item or need money to meet a food, shelter, or medical emergency.

Who is Eligible?

Crisis supplements can be given to individuals or a family unit who are eligible for Income Assistance (IA), Persons with Persistent Multiple Barriers (PPMB), Persons with Disabilities (PWD), or Individuals on Hardship Assistance.

A list of current crisis supplements that may be provided are:

- Clothing crisis supplement
- Food crisis supplement
- Shelter crisis supplement

To Qualify for a Crisis Supplement

Your situation must meet these requirements:

- It is an unexpected cost or the person needs to purchase an item unexpectedly and the following must apply:
  - No money is readily available for you to meet the need and if the need isn't met it will put you in fast-approaching danger to your physical health or a person in the family unit.
  - This crisis could end up resulting in the removal of a child under the Family and Community Service Act.

It is a good idea to explain to the Ministry how you meet these requirements. They will most likely ask a series of questions relating to the above when you request a crisis supplement.

Supplement Limits:

The Ministry **may** limit supplements by when they are given and what they are used for.

A supplement may:

- Only be **given in the month** that the application was made in.
- **Not** be given if it is going to be used to get health care goods, services or Schedule C supplements (extended medical benefits for Person with Persistent Multiple Barriers (PPMB) status, or Person with Disabilities (PWD) status.



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CRISIS SUPPLEMENT

Dollar Amount Limit on Crisis Supplements:

The Ministry also **restricts** the dollar amount of supplement that can be given for food, clothing and shelter. These are:

Type of Crisis Supplement	Maximum Amount
Food	Up to: • $20.00 per person per month
Clothing	Up to: • $100.00 per person per year Can have up to a maximum of 4 people (per year)
Shelter	Restricted to the actual cost, up the maximum shelter allowance
Annual Maximum	The total amount of crisis supplements in a 12 month period cannot be more than twice the amount of assistance you receive

IMPORTANT: You **DO NOT** have to pay back a crisis supplements!

For more information visit our website at www.AskAnAdvocate.ca



DIET SUPPLEMENT

In order to obtain a diet supplement, your physician, nurse practitioner or dietitian **must confirm in writing the condition; type of diet required** (as specified in the list) and prescribes the allowance for up to 12 months for short-term condition and 24 months for chronic condition.

Available Diet Supplements

Restricted sodium diet	$10 per calendar month
Diabetes	$35 per calendar month
Kidney dialysis (when not eligible for kidney dialysis service through Ministry of Health)	$30 per calendar month
Cystic fibrosis	$50 per calendar month
Gluten-free diet	$40 per calendar month
Dysphagia	$40 per calendar month, plus $30 towards the purchase of a blender
Ketogenic diet	$40 per month
Phenylalanine diet	$40 per month

High Protein Diet Supplement

The Ministry can provide an additional $40 per month if a person has any of the following conditions:

Chronic bacterial infection	Radiation therapy	Chemotherapy’
Surgical therapy	Chronic inflammatory bowel disease	Chrohn’s disease
Ulcerative colitis	HIV positive diagnosis	Aids
Tuberculosis	Cancer (ongoing medical treatment)	hyperthyroidism
Osteoporosis	Hepatitis B	Hepatitis C

People requiring a high protein diet are also eligible to receive an additional $30 towards the purchase of a blender.

TIP: A person having two or more separate conditions for which a diet supplement can be provided only the higher diet allowance amount will be paid.

Source: https://www2.gov.bc.ca/gov/content/governments/policies-for-government/bcea-policy-and-procedure-manual/health-supplements-and-programs/diet-supplements?keyword=diet&keyword=supplements

For more information visit our website at www.AskAnAdvocate.ca



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FOOD CRISIS SUPPLEMENT

A food crisis supplement is available to people who fall short on their food budget due to an **unexpected event** or **immediate need.** When this happens the Ministry has the ability to issue funds or a "food voucher" to meet the need of the emergency.

What does "unexpected" mean?
Sometimes sudden expenses come up which you did not budget for.

There are limits on the amount the Ministry can issue for food. Specifically, the Ministry can only issue up to **$20 per person in the family - per month**.

For example: A single person will be given $20 for the month or a family of 4 will be issued $80 for the month. However, it is important to note, the Ministry isn't obligated to issue the full amount if they determine the need will be met with less. For instance, if it is for a family of 4 the maximum amount the Ministry can issue is $80 but the Ministry may decide to only issue $40 because the family bonus cheque will be coming out in 2 days and $40 is sufficient to meet the need in their opinion.

Who is Eligible?

If you are eligible for income assistance, disability assistance or hardship assistance you can apply for a supplement. Even if you are using the food bank, you are still eligible for a food voucher.

What does "immediate need" mean?
You are in emergency need of the item or need money to meet a food, shelter, or medical emergency.

Because food is an **immediate need**, the Ministry must address the request within the same business day, according to their policy. This means if you have no other way to get money for food and you meet the requirements, the Ministry must give you a food voucher by the next business day, from the day you request it.

Date

Contact information: 604-555-0000
johndoe@example.com
SIN # or Ministry file #: 00000000

I, John Doe, am requesting food vouchers from the Ministry as I am in immediate need of food. I have no other resources or money to obtain food.
I have no money for food because earlier this month my bedroom window was broken and I had to pay to replace it – an unexpected expense which I did not budget for. At this time, I am asking that the Ministry issue me the maximum amount of food vouchers available to me.

John Doe

How to Request a Supplement

Submit your request to the Ministry in writing or visit the Ministry office. If you are not given an answer about the decision when you submit your request, be sure to call back to ask about the status of your application the next day.

← **A sample of a written request**, asking the Ministry for food vouchers. In your letter, you must explain why you do not have enough money for food. Also be sure to date the letter, include your contact information, and your SIN or ministry file number so they can look up your file.

REMEMBER: You **DO NOT** have to pay back the crisis supplements!

For more information visit our website at www.AskAnAdvocate.ca



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INCOME & ASSET EXEMPTIONS

Personal Items

- Clothing and necessary household equipment
- One motor vehicle where the equity does not exceed $10,000 and the vehicle is generally used for day-to-day transportation needs. Note: People with PWD - there is no limit on the value of a vehicle
- A family unit's place of residence (*you must live in the home for it to be exempt)
- Money received or to be received from a mortgage on, or an agreement for sale of, the family unit's previous place of residence if the money is either:
    - Applied to the amount owing on the family unit's current place of residence
    - Used to pay rent for the family unit's current place of residence
- An uncashed life insurance policy with a cash surrender value of $1,500 or less
- Prepaid funeral costs

Employment/Work Related

CLASSIFICATION:	**Family Status** (includes all ages)	Earnings Exemption	Asset Level
Employable	Single Person	$400	$2000
	Couples (with or without children)	$400	$4000
	Single Parents	$400	$4000
PPMB	Single Person	$700	$2000
	Couple – **One or Both** with PPMB (with or without children)	$700	$4000
	Single Parents	$700	$4000
PWD	Single Person	$12,000	$100,000
	Couple: One with PWD (with or without children)	$14,400	$100,000
	Couple Both with PWD (with or without children)	$24,000	$200,000
	Single parent with children	$12,000	$100,000

Other Exemptions Include:

- Child Related Exemptions
- Tax & Tax Credit Related Exemptions
- Exemptions Related to Compensation
- Settlement Related
- Other Asset Exemptions
- Disability Specific Exemptions
- Other Special Exemptions

For more information visit our website at www.AskAnAdvocate.ca



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Child Related Exemptions

- Child support
- Any income earned by a child attending school on a full-time basis
- Post-adoption assistance payments provided under the Adoption Regulation (BC);
- Payments for Interim Early Intensive Intervention Funding; payments for the At Home Program, a travel supplement provided under the authority of Community Living British Columbia (CLBC), individual payments dispersed from the BC Institutional Legacy Trust Fund; payments granted by the government of BC under the Temporary Education Support for Parents program
- Payments under section 8 of the Child, Family and Community Services Act, Agreement with child's kin and others, payments granted by the Government of BC for contributions to the support of a child to a person other than a parent of that child.



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INCOME & ASSET EXEMPTIONS

Tax & Tax Credit Related Exemptions

- A tax refund; BC earned income benefit, a working income tax benefit, including a disability supplement; a refundable medical expense supplement;
- A child tax credit, a child tax benefit under the Income Tax Act (Canada)
- A Universal Child Care Benefit under the Universal Child Care Benefit Act (Canada), a BC Early Childhood Tax Benefit
- A goods and services tax credit; harmonized sales tax credit; a sales tax credit the Income Tax Act (Canada)
- A quarterly Climate Action Tax Credit and the one-time Climate Action Dividend under the Income Tax Act (Canada), energy of fuel tax.

Exemptions Related to Compensation

- A retroactive compensation awards under, including interest for pain and suffering, made under the Criminal Injury Compensation Act, for claimants who were minor victims of assault and who registered their claim from 1980 to 1992 in which these compensation decisions were deferred.
- Eviction compensation payments are considered exempt up to the asset level of the family unit funds held in, or money withdrawn from, a Registered Disability Savings Plan (RDSP).

Settlement Related

- Settlements for persons of Japanese ancestry, HIV, thalidomide victims, abuse at Jericho Hill School for the Deaf, Hepatitis C Settlement, an income tax refund received under the Forest Worker Transition Program, the Indian Residential Schools Settlement Agreement, the Canada Pension Plan (CPP) Class Action Settlement, abuse at Woodlands School; money paid or payable from a fund from the Missing Women Commission of Inquiry.

Other Asset Exemptions

- Business tools, Essential equipment and supplies for farming and commercial fishing, fishing craft and fishing gear owned and used by a commercial fisher
- Seed required by a farmer for the next crop year, basic breeding stock held by a farmer at the date of application for income assistance, and female stock held for stock replacement
- Assets exempt under the Self-Employment Program, assets held in asset development accounts.

Disability Specific Exemptions

- Motor vehicle generally used for day-to-day transportation needs
- Inheritance
- Payment from a health authority or on behalf of the health authority for a person with “a mental disorder” to support a participant of a volunteer program or addictions rehabilitation program.
- Assets held in trust for persons in special care facility or for persons with the PWD designation.

Other Special Exemptions

- One-time, non-recurrent gifts
- Rent subsidy provided by the government or on behalf of the government
- Loans (*must be legal loan).

For more information visit our website at www.AskAnAdvocate.ca



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INCOME ASSISTANCE APPLICATION

Getting the Application for Income Assistance Started

The Ministry of Social Development & Poverty Reduction's (MSDPR) application can be quite complex and consists of a number of steps and considers multiple things such as your income (if you have any), assets, past earnings, your household composition (who you are living with), and if you have any source of support other than assistance that you could pursue. The Ministry contends they are "the last avenue of support." Be prepared that this may be a lengthy process.

Step One – Applying

The first step to apply for Income Assistance will need to set up a MySS account if you do not already have one. You will need an email account to set up your MySS account: https://www.myselfserve.gov.bc.ca/. You can apply using your computer, tablet or mobile device. If you cannot complete application online, please contact to the Ministry at **1-866-866-0800** or go to your local office.

Before completing the MySS, have this information ready:

- Your SIN number
- Bank account balances
- Monthly rent amount
- Average monthly utilities amount
- Value of assets (i.e. car)

You will also be asked if:

- You are getting or waiting for Employment Insurance (EI) or Worker's Compensation benefits (WCB)
- You have any outstanding warrants
- A family member sponsored you into Canada

Tip: If you have a scanner, you can upload all documents online while completing your application form. Take note of your Assessment ID Number and your Application Number. Also print a copy or forward one to your email so you have it for your own records.

Step Two

A Ministry worker should **contact you within 5 business days** of receiving your application. If you are in immediate need (you have no money for food, shelter, or medication) the ministry should call you within 1 business day. If you do not hear from the Ministry within that timeframe, you should call them at their toll free number: **1-866-866-0800.**

When you speak with the worker, you will be asked to submit some documents which may include:

- Identification documents (ID)
- Vehicle registration
- Most recent tax assessment
- Verification of any income
- Bank statements for last 60 days
- Confirmation of rent amount
- Confirmation of mailing address

Tip: If you can, fax any documents the Ministry is asking for and take down the fax confirmation details. This ensures proof you submitted the documents in case they get lost.



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INCOME ASSISTANCE APPLICATION

Step Three

If this is your first time applying, you must complete a 5 week work search requirement. If you have applied before and completed the work search before, you only have to do a 3 week search. The work search must be completed before you can receive benefits. The Ministry will accept a work search you may have done in the last 30 days.

Tip: You can be excused from this search if you have a medical condition which stops you from working but you need a doctor's note to prove this, saying what the condition is and for how long it will prevent you from working.

During this time period the Ministry will be verifying and checking various things including:

- Have you satisfied the 2 year independency test?* This is where you need to demonstrate that for 2 consecutive years since you turned 19, you were financially independent. This can be done by showing income tax assessments where you earned over $7000 per year or worked more than 840 hours.
- Do you have an outstanding warrant anywhere in Canada?* If you do, you will not be eligible for assistance other than transportation to the area where the warrant exists.
- Do you own any property anywhere?* The Ministry can run a search for your name through land titles. You can own a home and still be eligible for assistance but you must live in the home. If you have your name on a property elsewhere it can result in not being eligible.

**Check with an advocate for more information, there may be exceptions or special considerations.*

Step Four

Once you have submitted the additional documents to the Ministry and done your eligibility interview, the Ministry will determine if you are eligible for assistance **within 5 business days**. If you do not hear back from them within this time frame, call them and ask about your application at **1-866-866-0800.**

Step Five

If you are told you are not eligible for benefits, ask the Ministry the reasons why. If you decide that the Ministry's decision is wrong, you have **20 business days** (from the date when you learnt of the denial) to challenge the decision and to submit a reconsideration request (appeal the decision).

For more information visit our website at www.AskAnAdvocate.ca



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INCOME ASSISTANCE SUMMARY

The Ministry of Social Development and Poverty Reduction (MSDPR) governs and delivers the Income Assistance program. If you are in need and have no other resources, you may be eligible for income assistance. This can help support your transition to employment. You may be eligible if you find yourself in any of these situations: out of work, waiting for other sources of income to arrive, can't work at all or urgently in need of food, shelter or medical attention. The ministry can only give available resources to people who meet eligibility criteria. You must look for and use all other sources of income and assets before you apply.

The Income Assistance application is a 2-stage process:

1. Assessment;
2. Eligibility determination.

The Different Categories of Income Assistance (IA):

Employable (Regular IA)	Person with Persistent Multiple Barriers (PPMB)	Person with Disabilities (PWD)
✓ Employment Plan ✓ Basic Medical & Emergency Dental Only ✓ Earnings Exemption - $400 /month	✓ No Employment Related Obligations ✓ Schedule C Benefits ✓ Earnings Exemption - $700/month ✓ Medical Verification Required (Medical Form Completed)	✓ No Employment Related Obligations ✓ Schedule C Benefits ✓ Earnings Exemption - Annualized Amount: $12,000 (equivalent to $1000/month) ✓ PWD Application **Must Be** Completed

Temporary Medical Conditions

- "Soft" Employment Plan that will move them to employment
- Basic Medical & Emergency Dental Only
- Earnings Exemption - $400/month
- Medical Verification Required (Medical Form)

Sole Recipient with Disabled Child

- Dependant special needs or disabled child where the single person caring for the child is unable to work more than 30 hours/week
- Will have an Employment Plan and continued employment obligations, and restrictions of caring for disabled child is reflected in the plan
- Medical Confirmation Required (Reviewed every 12 months)
- Earnings Exemption - $700/month

No Employment Related Obligations (NEO)

This category includes: PPMB, single parents, foster parents or people with "child in home of a relative" where the child is under the age of 3; people in hospital, treatment facilities or rehab; person unable to leave home because of caring for a disabled spouse; person has left an abusive relationship in the past six month; person has reached the age of 65 etc.



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INCOME ASSISTANCE SUMMARY

Requirements to Apply for PPMB & PWD:

Person with Persistent Multiple Barriers (PPMB)

- To apply, the person meets eligibility criteria of:
  - receiving income assistance for 12 out of the past 15 months
  - complete employment screening - "barriers to employment" and if the score is:
    - 15 or more, the person must then show the Ministry that they have a condition that "**impedes**" them from searching for, accepting or continuing in employment.
    - 14 and below must then prove to the Ministry that the person is **precluded from** searching for, accepting or continuing employment
  - The condition must have existed for at least one year and is confirmed by the physician that it will continue to exist for two more years.
    - *Medical Verification Required (Medical Form Completed)*

Person with Disabilities (PWD)

- To apply, the person meets eligibility criteria of:
  - **Severe mental** or **physical impairment/s;**
  - **Doctor confirmed will likely continue for at least two years;**
  - The person "**is directly and significantly restricted in their ability to perform daily living activities**" (personal care, taking medication, budgeting, banking, housekeeping, grocery shopping, transportation etc.);
  - **Either continuously or periodically for extended periods of time** and;
  - **Require significant help** or **supervision from "another person"** or **"assistive device"** or **"assistive animal"** to manage their daily living activities.
    - *PWD Application must be completed.*

***The above information is based on a single person family status**

For more information visit our website at www.AskAnAdvocate.ca



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LIVING ARRANGEMENTS

Who Resides In the House?

You must prove to the Ministry of Social Development & Poverty Reduction (MSDPR) of where you are living and who are you living with if you want to receive benefits. The amount of assistance you are eligible for depends on how many people are in your family unit that **reside** in the house. If you move locations, or a roommate, spouse, partner, or child or children move into **or** out of your home need to be reported to the Ministry within 10 days.

If a member of the family unit leaves the home the amount of assistance will decrease. Sometimes it can temporarily stay at the same rate for up to 3 months during extreme situations.

These are the situations where the rate can stay the same:

- The death of a member in the family unit (will stay at the same rate for 3 months),
- A member of the family unit is a warrant holder and leaves the province to solve an outstanding warrant,
- A member of the family unit is in a residential alcohol or drug treatment facility,
- A member of the family unit is out of the province (with ministry approval),
- A member of the family unit is temporarily hospitalized.

What is a "Family Unit"?
According to the Ministry family unit can be one of the following:

- Single persons with or without dependent children
- Persons who are married or living together in a marriage-like relationship
- Reside together for three months or 9 months out of the past 12 months
- Any dependent children.

Common-Law/Spousal Relationship

You will be considered to be in a common-law relationship if you are not married but are living with your partner, whether it is a same-sex relationship or opposite-sex relationship.

- You will be considered to be living in a "spousal relationship" (also known as a "**dependency relationship**") with a spouse or partner or roommate if the one or more of the following are present:
- Sharing a bank account
- Sharing credit cards
- Having both names registered on property
- Having only one name on a tenancy agreement
- Sharing household tasks & expenses
- Attending community & social events as a couple
- Acting as a parent to the other's child (being on records at the child's school as an emergency contact, calling the other person "Mom" or "Dad" etc…)

If you are considered to be in a spousal relationship by the Ministry and you are not, you must be prepared to prove this. (If you are living with a roommate see the roommate section for more information on how to protect yourself.)

In a Relationships but NOT Living Together

You do not have to tell the Ministry about your relationship if you are in a relationship or dating someone but not living with them (unless they are giving you financial support).



sources
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LIVING ARRANGEMENTS

If You Are Separated

The Ministry will ask you a series of questions if you are separated from your spouse, particularly in relation to financial interests in assets or whether you are receiving money. This is because they expect you to receive spousal support and expect you to pursue any and all other income or assets that may be available to you.

Roommates

The Ministry is always on the lookout for fraud and two people residing together can draw attention as to whether there is an undeclared "dependency relationship". There are ways to protect your-self from any allegations of a roommate being more than a roommate. They include:

- Have **separate tenancy agreement with both your names listed** and the amount of rent each of you pay
- Pay your rent directly to the landlord and get your own receipt of payment
- Do NOT combine your income
- Do NOT get joint bank accounts or credit cards
- Do NOT insure the other person's vehicle (deemed shared asset)
- Do NOT pay each other's bills
- Ensure each has **separate bedrooms** (two people living in a one-bedroom unit will cause suspicion that one may not be sleeping on the couch)
- Create a written agreement confirming the split of any costs (such as 50% of the hydro bill) when a bill must be shared

3 Generation Families

Three-generation families are considered a family unit and are subject to the same eligibility rules and are eligible for the same rates and supplements as other family units. A three-generation family must live together and include at least:

- One parent eligible for income, hardship or disability assistance,
- A parenting dependent child (PDC – under the age of 19) and a child of a parenting dependent child

What is a three-generation family?
This is when the grandparents, parents, and grandchildren all live together in the same home.

Renting Between Parents and Adult Children

The Ministry expects that a parent will provide shelter to their adult children or adult children will house their parents and consequently, will not provide shelter portions when either of the above occur. However, if they are renting a place together it is a shared rent situation and as long as both parties are listed on the rental agreement rental portion will be available to one or both parties if they are on income assistance.

Room and Board

When a person is residing in a room and board situation the room and board cost will be covered by the Ministry and they will provide the person a comfort allowance. **Comfort allowance is only issued if there is money available under the person's entitlement.**

For more information visit our website at www.AskAnAdvocate.ca



sources
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MOVING SUPPLEMENT

The Ministry may provide a moving supplement in specific situations for individuals on income assistance, hardship assistance, or disability assistance.

Reasons The Supplement May Be Provided If:

- The person is moving to substantially less rent (approximately $100.00 less than current shelter amount),
- The individual's place has been sold, is being demolished or is condemned and notice to vacate has been given,
- The person is facing an imminent threat to the physical safety of anyone in the family unit,
- The Ministry may assist a person to move anywhere in Canada (if a person has confirmed employment). The Ministry may also assist a person to move to another province (if the move is to a permanent, supportive, positive environment that is not available in this province).

Eligibility

In order to qualify for the Moving Supplement, both the following MUST apply:

- There are no other resources available to the family to cover moving costs
- Must have approval first from the ministry before incurring moving costs

Storage Fees: If a person is eligible for the supplement and needs to store possessions for a limited time, storage fees may be paid by the ministry depending on the circumstances

Shipping Costs For Personal Possessions

Shipping for items such as heavy furniture or household goods will not be paid for recipients moving out of province. Exceptions may include items that are necessary to help with a person's disability (i.e. motorized mobility device).

Costs For Moving Due To Eviction

Individuals who are evicted due to their own actions are not eligible for assistance with moving costs. However, a crisis supplement may be considered.

How to Apply

- Contact the Ministry at 1-800-866-866-0800 to let them know you are moving and the reasons for your move. You must get approved for the moving supplement before proceeding.
- The Ministry will ask you to get a minimum of two moving estimates from licensed moving companies. (If you submit the cost of a rental truck, the moving supplement will cover the cost of the rental only and not cover cost of your labour or anyone who helps you.)
- Submit estimates to the ministry for approval. Once approved, arrangements will be made to cover the approved costs and you can go ahead with your moving arrangements.

Get approved first!

If you pay for costs of moving on your own before contacting the ministry, the ministry will not reimburse you for the moving costs as you will have shown you had the funds available to pay for the move.

For more information visit our website at www.AskAnAdvocate.ca



sources
ASK AN ADVOCATE.CA

REQUEST FOR RECONSIDERATION

Your Right to Reconsideration

If you have been denied, reduced, or discontinued benefits by the Ministry, you have the right to request "reconsideration". You have **20 business days from being informed of the original decision** to submit your "reconsideration request". Deadlines are important, so look for the dates on the reconsideration form. Remember to include all information and documents.

You might be eligible for **Reconsideration Supplement**:

- A reconsideration supplement is only available when income assistance, disability assistance or a supplement is either **discontinued** or **reduced**.
- The amount of the supplement is limited to the amount of the assistance that was discontinued or the amount by which it was reduced.
- It is repayable in case if you are not successful with your appeal.

Other documents the Ministry should give you are:

- A copy of your denial letter
- A decision summary – explaining the reasons for the ministry decision
- A copy of your original benefit application and copies of any supporting documents you submitted (such as a doctor's note)

Step 1 – Request a Reconsideration Package

If you want to appeal the decision from the ministry, as soon as you learn of your denial you must:

1. Visit your local ministry office or call them at 1 866-866-0800 to let them know that you want a decision reconsidered.
2. You should receive a *Request for Reconsideration* form within 48 hours (you can also pick up from the ministry office to save time).
3. Complete and return the "Request for Reconsideration" form and any additional supporting evidence to your local office before the 20 day deadline.

Be sure to make a photo copy of your all documents before submitting for your own records!

20 Day Deadline

From the day you learn about your denial, you have 20 business days to submit your reconsideration package complete with evidence to support your case.

10 day Extension

A 10 business day extension may be given if you need more time to gather evidence for your case. You must request the 10 day extension before the original 20 day deadline. The extension begins the day it is granted.

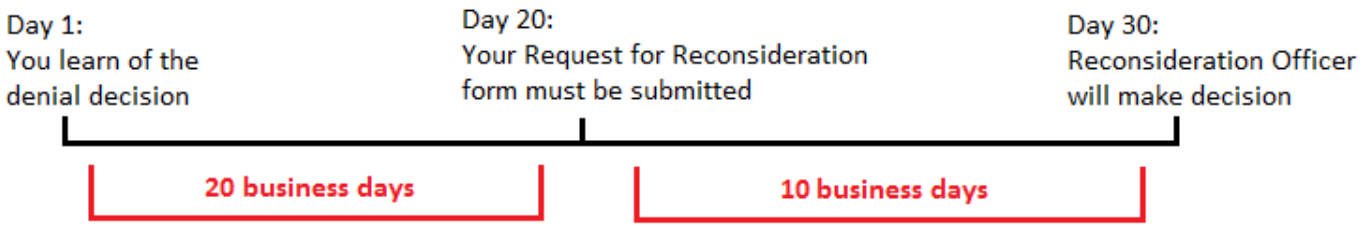
Step 2 - Gathering Evidence

When completing your reconsideration package, we suggest getting additional documents to submit as supporting evidence such as:

- **Copies of original documents or a readable copy of the document**
  (*for example: contracts, letters, receipts, financial statements, loan agreements, cancelled cheques, photographs, rent receipts, doctor's letters etc.).*
- **Documents which explain and provide evidence of your situation.**
  (*E.g. you were denied assistance because you missed some WorkBC appointments due to being sick. You would need to provide medical documents to confirm you were absent because of an illness; this is also the same process if your child was sick).*

REQUEST FOR RECONSIDERATION

Reconsideration Process Timeline



Step 3 - Appeal Tribunal

After you return your completed reconsideration request a Reconsideration Officer will go over the original decision made and consider it as well as any additional evidence you submitted.

At this point, your decision will either be **overturned** or **upheld**. The reconsideration decision will be sent to you in the mail within 10 business days of receiving your form. This is the last decision the Ministry has on your case.

If you disagree with the reconsideration decision, you have the right to appeal the decision to the Employment and Assistance Appeal Tribunal. You have **7 business days from being informed of the reconsideration decision** to submit your appeal documents.

"Overturned" Means:
That the reconsidered decision has been reversed. You then become eligible for benefits.

"Upheld" Means:
That the Officer agrees with the original decision and you are not eligible for assistance.

We strongly suggest that during both the Reconsideration and Appeal Tribunal processes, you work with an advocate to help you. To find an advocate visit http://www.povnet.org/find-an-advocate/bc

For more information visit our website at www.AskAnAdvocate.ca

DOCUMENT CHECKLIST

You (and your partner if applying as a family unit) will be required to provide copies of information and/or documents as part of your Application for Assistance, either online, by fax, or dropped off at your local office. This list will help you gather the documents you need before you begin your Application for Assistance. Please note, we may request additional documents (not listed below), as we work to determine your eligibility.

Identification:

◯ Social Insurance Number (SIN) card or a federal government document that contains your SIN within it, or confirmation of a SIN application

◯ Primary Identification Documents (one of the following):
- BC Driver's License and Services Card (Combined Card)
- BC Services Card (Photo Card)
- BC Identification (BCID) card
- Canadian Driver's License
- Passport
- Secure Certificate of Indian Status (SCIS)
- Record of Landing
- Sponsorship Undertaking: Confirmation of Permanent Residence
- Permanent Resident Card
- a refugee protection claim or Temporary Resident Permit
- Canadian Citizenship Certificate issued prior to February 1, 2012
- offender identification card issued by Correction Services Canada

◯ a photograph of your face that realistically demonstrates your appearance (a "selfie")

◯ sponsorship agreement (if applicable)

◯ Secondary Identification Documents (one of the following, different from Primary Identification):
- Birth certificate
- BC Driver's License and Services Card (Combined Card)
- BC Services Card (Photo Card)
- CareCard
- BC Identification (BCID) card
- Canadian driver's License
- Passport
- Secure Certificate of Indian Status (SCIS)
- Record of Landing
- Sponsorship Undertaking: Confirmation of Permanent Residence
- Permanent Resident Card
- BC Services Card (Non-Photo Card)
- a refugee protection claim or Temporary Resident Permit
- Canadian Citizenship Certificate issued prior to February 1, 2012
- offender identification card issued by Correction Services Canada
- citizenship papers or immigration documents (without photo)
- credit cards
- older versions of the Certificate of Indian Status (CIS)

Living Arrangements:

If you own a home:

◯ mortgage documents showing monthly payments

◯ recent utility bills (hydro, telephone, fuel, water, garbage disposal)

If renting:

◯ rental agreement or rent receipt

◯ recent utility bills (hydro, telephone, fuel, water, garbage disposal)

◯ eviction notice, if applicable

If room and board:

◯ room and board agreement or room and board receipt

◯ recent utility bills (hydro, telephone, fuel, water, garbage disposal)

Employment Related Documents:

◯ Proof of work search activities for the last 3 or 5 weeks

◯ Documents that verify two year independence
- T4 slips or Canada Revenue Agency, Notice of Assessment for the required time period
- Pay records or letter from employer(s) verifying employment income and period of employment
- Records of Employment
- Canada Pension Plan (CPP) Statement of Contributions

Income / Assets:

◯ Proof of income from each of the following (for all those applicable):
- employment
- rental property
- room and board property
- child support
- spousal support
- assistance from a First Nations band
- Canada Pension Plan
- private pension plan
- WorkSafe BC benefits
- student funding
- investments
- child tax benefit
- trusts
- tax refund
- old age security
- guaranteed income supplement
- employment insurance
- other sources

◯ Last Year's Notice of Assessment (tax documents)

◯ 60 day bank statement for each of your bank accounts

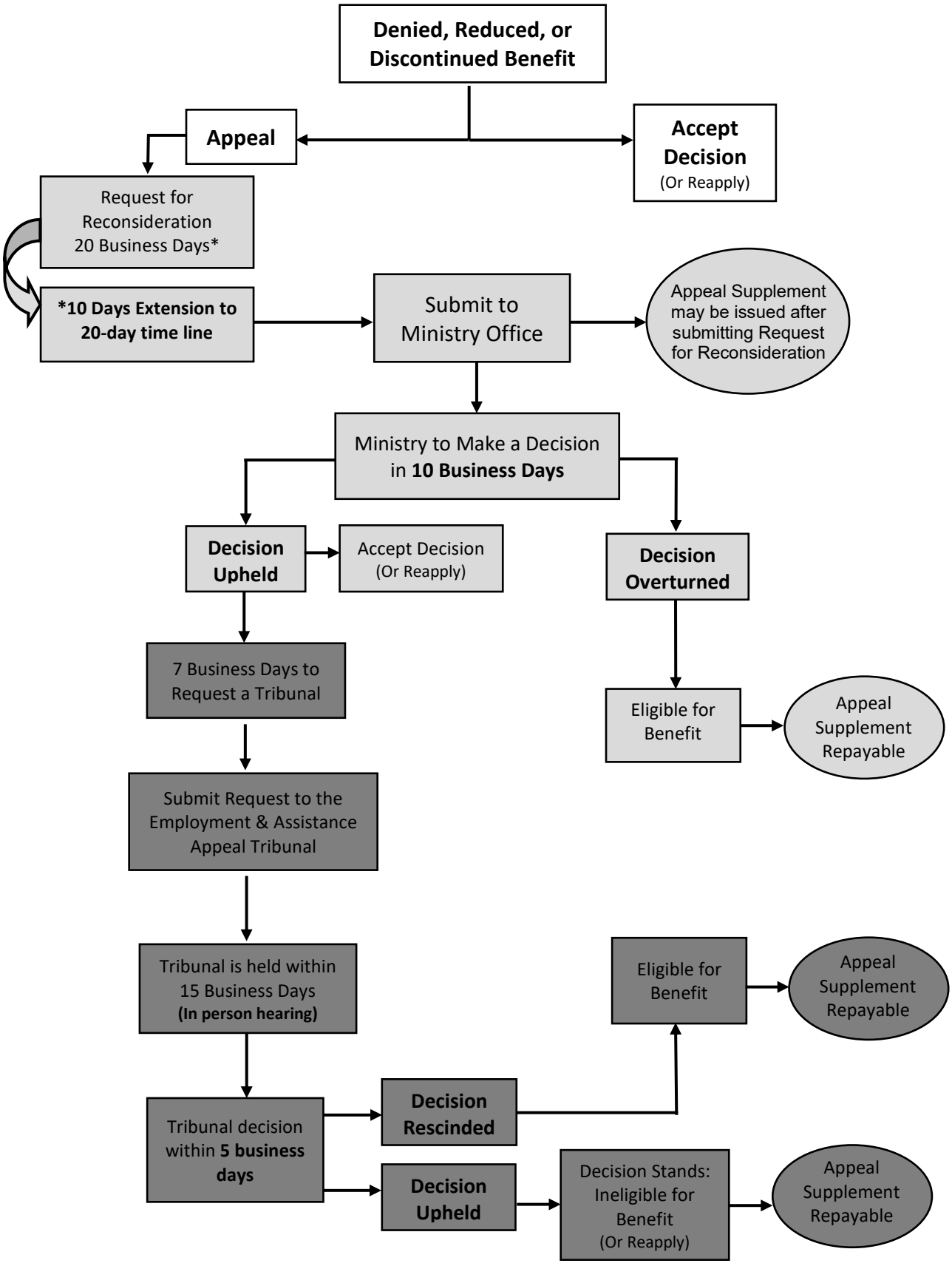
◯ Electronic Funds Transfer (Direct Deposit) form or voided cheque, etc.)

Dependent Children (if you have dependent children, back and front copies of following needs to be provided for each child)

◯ Primary Identification Documents (one of the following):
- Birth Certificate
- Care Card
- BC Driver's License and Services Card (Combined Card)
- BC Services Card (Photo Card)
- BC Identification (BCID) card
- Canadian Driver's License
- Passport
- Secure Certificate of Indian Status (SCIS)
- Record of Landing
- Sponsorship Undertaking: Confirmation of Permanent Residence
- Permanent Resident Card
- a refugee protection claim or Temporary Resident Permit
- Canadian Citizenship Certificate issued prior to February 1, 2012
- BC Services Card (Non-Photo Card)
- Citizenship papers or immigration documents (without photo)
- Credit Cards

◯ Proof of any income earned by a dependent

Levels of The Appeal Process



Ministry of Social Development and Social Innovation

MONTHLY REPORT

TO CONTINUE TO RECEIVE ASSISTANCE: COMPLETE THIS FORM AND SUBMIT TO THE MINISTRY BY THE 5TH OF NEXT MONTH, OR ONLINE THROUGH YOUR MY SELF SERVE ACCOUNT (MYSELFSERVE.GOV.BC.CA)

Notice: Information on this form is collected under the authority of the *Employment and Assistance Act* and Regulation and the *Employment and Assistance for Persons with Disabilities Act* and Regulation and will be used for verification of continuing eligibility for assistance. The accuracy of the information provided on this form will be checked by comparing it against information held by other provincial, federal and private agencies. Collection, use and disclosure of the information is as authorized by the *Freedom of Information and Protection of Privacy Act*. If you have questions about the collection, use or disclosure of this information, contact the ministry.

Declaration: I understand that the ministry may disclose this information to verify continuing eligibility for assistance under the above Acts and Regulations. I declare that all of the information provided on this form to the Ministry of Social Development and Social Innovation is true and complete.

APPLICANT 1 SIGNATURE	DATE	APPLICANT 2 SIGNATURE	DATE

PRINT NAME	PRINT NAME

TELEPHONE	SOCIAL INSURANCE NUMBER	TELEPHONE	SOCIAL INSURANCE NUMBER

NEXT CHEQUE ISSUE

BENEFIT MONTH | TOTAL ALLOWANCE | SHELTER PORTION | INCOME DECLARED | INCOME DEDUCTED | OTHER DEDUCTIONS | TOTAL CHEQUE

CASE ID | CASELOAD

SINCE YOUR LAST DECLARATION:	Applicant 1	Applicant 2
HAS YOUR FAMILY UNIT RECEIVED OR DISPOSED OF ANY ASSETS?	☐ YES ☐ NO	
ATTENDING / ENROLLED IN SCHOOL / TRAINING?	☐ YES ☐ NO	☐ YES ☐ NO
ARE YOU LOOKING FOR WORK?	☐ YES ☐ NO	☐ YES ☐ NO
HAVE YOU MOVED OR ENTERED A FACILITY?	☐ YES ☐ NO	☐ YES ☐ NO

ARE YOU STILL IN NEED OF ASSISTANCE?		
	☐ YES ☐ NO	
ANY CHANGES TO YOUR SHELTER COSTS?	☐ YES ☐ NO	
ANY CHANGES IN DEPENDANTS OR PERSONS LIVING IN THE HOME?	☐ YES ☐ NO	
	Applicant 1	Applicant 2
ANY EMPLOYMENT CHANGES?	☐ YES ☐ NO	☐ YES ☐ NO
ANY OUTSTANDING WARRANTS FOR YOUR ARREST?	☐ YES ☐ NO	☐ YES ☐ NO

DECLARE ALL INCOME (Submit proof) ENTER "0" IF NONE

INCOME DESCRIPTION	AMOUNT		INCOME DESCRIPTION	AMOUNT	
	Applicant 1	Applicant 2		Applicant 1	Applicant 2
EMPLOYMENT INCOME			WORKERS' COMPENSATION		
EMPLOYMENT INSURANCE			PRIVATE PENSIONS (EG: RETIREMENT, DISABILITY)		
SPOUSAL SUPPORT / ALIMONY			TRUST INCOME		
CHILD SUPPORT			OAS / GIS		
WORKBC FINANCIAL SUPPORT			CANADA PENSION PLAN (CPP)		
STUDENT FUNDING (EG: LOANS, BURSARIES)			TAX CREDITS (EG: GST CREDIT)		
ROOM / BOARD INCOME			CHILD TAX BENEFITS		
RENTAL INCOME			INCOME TAX REFUND		
ALL OTHER INCOME OR MONEY RECEIVED			INCOME OF DEPENDENT CHILDREN		

PLEASE EXPLAIN ALL CHANGES INCLUDING INCOME:

NEWTON RESOURCE CENTRE
ADVOCACY, HOUSING & PREVENTION SERVICES

INCOME ASSISTANCE, PERSON with PERSISTENT MULTIPLE BARRIERS & DISABILITY
Annual Earning Exemptions, Asset Levels & Shelter/Support Rates:

CLASSIFICATION: Employable	**Earnings Exemption**	**Asset Level**	**SHELTER** *Shelter amount increases with # of children	**SUPPORT**	**TOTAL** **Changes: Depends on shelter amount	**Vehicle Asset Limit**
Single Person Aged 19-64	$400	$2000	375	335	710	$10,000
Single Person with Confirmed Pregnancy (Prenatal Shelter Supplement)	$400	$2000	375 + 195	335	905	
Single Person Over 65	$400	$2000	375	631.42	1006.42	
Couple Under age 65	$400	$4000	570	407.22	977.22	
Couple: One under 65 one over 65	$400	$4000	570	800.56	1370.56	
Couple with 1 child **(For more than 1 child – see shelter rates below)**	$600	$4000	*660	501.06	**1161.06	
Single parent with 1 child **Shelter amount increases with # of children**	$600	$4000	*570	475.58	**1045.58	
Classification: PPMB	**Earnings Exemption**	Asset Level	Shelter *Shelter amount increases with # of children	Support	Total **Changes: Depends on shelter amount	PPMB Vehicle Asset Limit
Single Person	$700	$2000	375	382.92	757.92	$10,000
Couple – **One** with PPMB	$700	$4000	570	496.22	1066.22	
Couple – **Both** with PPMB	$700	$4000	570	552.06	1122.06	
Couple: Both with PPMB with one child **(Additional Children: see shelter rates below)**	$700	$4000	*660	646.06	**1306.06	
Single Parent with child **(Additional Children: see shelter rates below)**	$700	$4000	*570	523.58	**1093.58	

Classification: PWD ***People with PWD can opt for a bus pass and have the transportation allowance reduced off their monthly entitlement or opt out of the bus pass program and keep the allowance to meet their transportation needs.	**ANNUAL Earnings Exemption**	**Asset Level**	**Shelter** *Shelter amount increases with # of children	**Support**	**Total Benefits**	**PWD Vehicle Asset Limit**
Single Person	$12000	$100,000	375	758.42	1133.42	No Limit
Couple: One with PWD	$14400	$100,000	570	927.56	1497.56	
Couple: One with PWD with One Child	$14400	$100,000	*660	1021.56	1681.56	
Couple Both with PWD	$24000	$200,000	570	1351.06	1973.06	
Couple: Both with PWD with Children*	$24000	$200,000	*660	1445.06	**2157.06	
Single parent with children*	$12000	$100,000	*570	899.08	**1469.08	
Shelter Rates for EMPLOYABLE, PPMB AND PWD	**Shelter Rates:** Single: $375.00 2 Member Family: $570.00; 3 Member Family: $660; 4 Member Family – $700; 5 Member Family: $750; 6 member family: $820.00 ***Shelter amount increases with # of children** ****Changes: Depends on shelter amount**					

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Reset Form

BRITISH COLUMBIA | Ministry of Social Development and Social Innovation

EMPLOYMENT AND ASSISTANCE OR EMPLOYMENT AND ASSISTANCE FOR PERSONS WITH DISABILITIES APPLICATION DIRECT DEPOSIT REQUEST

NOTICE: Information on this form is collected under the authority of the *Employment and Assistance Act* or *Employment and Assistance for Persons with Disabilities Act* and will be used for administrative purposes related to electronic funds transfer. The information on this form is subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and any questions regarding this form should be directed to your Employment Assistance Worker at your local Employment and Assistance Office.

CLIENT FILE NUMBER

EMPLOYMENT AND ASSISTANCE OFFICE INFORMATION

PLEASE PRINT CLEARLY

EMPLOYMENT AND ASSISTANCE OFFICE	
EMPLOYMENT AND ASSISTANCE OFFICE ADDRESS	POSTAL CODE

CLIENT NAME

LAST NAME	FIRST NAME	INITIALS
EMAIL ADDRESS		

MAILING ADDRESS

STREET		CITY
PROVINCE	POSTAL CODE	TELEPHONE

NOTE: Money deposited to your bank account can be taken from your account by parties who have a court order or judgement against you.

The Province of British Columbia is hereby requested to credit payments due to the below account with the Financial Institution designated, until cancelled in writing by me. I agree the Ministry may discontinue/suspend direct deposit at any time.

SIGNATURE	DATE (YYYY MMM DD)

Attach a personalized cheque with **"VOID"** written on the front **OR** have your financial institution complete this section.

BANK OR FINANCIAL INSTITUTION

JOINT ACCOUNT? ☐ YES ☐ NO

NAME OF PERSON(S) ON ACCOUNT		
BANK OR FINANCIAL INSTITUTION		
STREET		CITY
PROVINCE	POSTAL CODE	TELEPHONE

BANK NUMBER	TRANSIT NUMBER	ACCOUNT NUMBER

Bank or Financial Institution Verification (Required only if no VOID cheque is attached) Signature and Bank Domicile Stamp Confirming Accuracy of Transit and Account Number and Authenticity of Signature	DATE SIGNED (YYYY MM DD)

Reset Form

BRITISH COLUMBIA | Ministry of Social Development and Social Innovation

THIS IS A MANDATORY FORM FOR APPLICANTS & MUST BE RETURNED TO THE MINISTRY

WORK SEARCH ACTIVITIES RECORD

The personal information requested on this form is collected under the authority of and will be used for the purpose of administering the Employment and Assistance Act and the Employment and Assistance for Persons with Disabilities Act. The collection, use and disclosure of personal information is subject to the provisions of the Freedom of Information and Protection of Privacy Act. Any questions about this information should be directed to your Employment and Assistance Centre.

LAST NAME	GIVEN NAME	
ADDRESS		
POSTAL CODE	BIRTH DATE (YYYY MMM DD)	TELEPHONE

REASONABLE WORK SEARCH ACTIVITIES

GA NUMBER (if applicable) _____

Examples of work search activities:

- Preparation of (i.e. drafting, typing, photocopying) resume and/or cover letters, when completed in combination with employer contacts
- Telephone inquiries to potential and specific employers
- Fact finding interviews, when completed in combination with employer contacts
- Responding to newspaper ads, internet
- Cold calling potential employers
- Networking with friends, relatives, neighbors previous employers, colleagues or other social contacts
- Submitting applications for employment
- Submitting letters and/or resumes for employment
- Participating in employment interviews
- Attending workshops for resume preparation or employment search

INSTRUCTIONS: List date, type of activity (e.g. resume preparation, personal interview, application, telephone call, networking, etc.), location of activity, a contact name and phone number and the results of all activities that you have done to improve your opportunities of finding work. Please refer to the Work Search Toolkit for work search ideas and activities that will assist you to find employment. Prior to submitting this form, sign and date the declaration and notification at the bottom of page 2 (reverse) of this form.

DATE OF ACTIVITY	TYPE OF ACTIVITY	LOCATION OF ACTIVITY	CONTACT NAME AND PHONE NUMBER	RESULTS OF YOUR ACTIVITY

BRITISH COLUMBIA | Ministry of Social Development and Social Innovation

THIS IS A MANDATORY FORM FOR APPLICANTS & MUST BE RETURNED TO THE MINISTRY

WORK SEARCH ACTIVITIES RECORD

DATE OF ACTIVITY	TYPE OF ACTIVITY	LOCATION OF ACTIVITY	CONTACT NAME AND PHONE NUMBER	RESULTS OF YOUR ACTIVITY

(ADD ADDITIONAL PAGES IF NECESSARY)

IF YOU HAVE HAVE NOT LOOKED FOR WORK, PLEASE INDICATE WHY.

☐ HOSPITALIZED ☐ OVER 65 YEARS OF AGE ☐ MEDICAL OR PHYSICAL CONDITION

☐ OTHER (EXPLAIN) _____

DECLARATION AND NOTIFICATION

I declare that all the information I have provided in this form is true and complete. I understand the accuracy of the information I provide will be checked by comparing it against information held by other governments, private agencies and individuals. I understand that the BC government may verify and obtain information to confirm my eligibility.

SIGNATURE	PRINT NAME	DATE (YYYY MMM DD)

tenancy & housing

Tenancy 101

Your basic rights and responsibilities



sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

tenancy & housing

The Residential Tenancy Act & Manufactured Home Park Act

Applies to:

- Tenancy agreements
- Rental units
- Residential properties
- Manufactured home park tenancies





Act Does Not Apply To:

- Commercial tenancies
- Emergency and transitional housing
- Community care, continuing care and assisted living facilities
- Public or private hospitals
- Accommodation owned or operated by an educational institution
- Accommodation where the tenant shares bathroom or kitchen facilities with the owner





Act Does Not Apply To:

- Vacation or travel accommodation
- Co-op's
- Correctional institutions
- Accommodation where tenancy agreement is longer than 20 years
- A tenant who rents both the home and the home site



tenancy & housing

Starting A Tenancy

Landlord – Gives the tenant the right to live on the property

Tenant – Pays rent in exchange for the right to use the property.





Landlord Responsibilities

- Comply with BC rental laws
- Maintenance, repairs and keeping the unit in good condition
- Pay utility bills (if included in rent)
- Investigate disturbance complaints
- Ensure right to quiet, enjoyable and peaceful occupation



Tenant Responsibilities

- Pay rent & fees on time
- Maintain reasonable health and cleanliness standards



Ensure pets and guests:

- Do not damage property
- Do not disturb other tenants/neighbours
- Do not endanger the safety of others

Residential Tenancy Agreement

- **Must** be signed & dated by both landlord & tenant(s)
- **Final** and **legally** binding
- *Any terms deemed oppressive or grossly unfair to any party cannot be enforced.*
- Landlord must provide tenant with signed copy of agreement within 21 days.

www.gov.bc.ca/landlordtenant



Residential Tenancy Agreement

MUST include:

- Legal name, address, and signatures of both landlord and tenant
- Address of the rental unit
- Lease terms (e.g. fixed or month-to-month)
- Rent amount & due date
- Services/facilities included
- Security/pet deposit amount & due date
- Date of signing



tenancy & housing

Park Committee



- May develop & pass rules for the operation of a home park
- Landlord may establish the rules in the absence of a committee
- Changes to park rules require a 2 week written notice
- When there is a park committee, the landlord can't independently establish/change park rules

tenancy & housing

Security and Pet Damage Deposits

- The landlord can require a security and/or pet damage deposit.
- Security deposit + pet damage deposit cannot be more than one month's rent.
- Landlord can't request additional pet damage deposits for additional pets.



A landlord cannot charge a security deposit or pet damage deposit for a manufactured home park tenancy unless they own pad and rental unit

tenancy & housing

Condition Inspections (move-in / move-out)



Condition inspections protect both landlords and tenants

The inspection should be done:

- At the start of the tenancy
- When the tenant gets a new pet (if one was not completed at the start of the tenancy)
- At the end of the tenancy

Must use official RTB form and a copy must be given to tenant

Paying The Rent

- Rent payment is late if not paid by midnight of the due date
- Landlord does not have to reinstate the tenancy if full amount is not paid
- Landlord must **provide a receipt** when rent is paid in cash.



Rent Increases



Rent can increase **only once per year** and only by the amount permitted by law.

Tennant must be given a “Notice of rent increase” form and **3 full months notice** before the increase takes effect

For 2018, rent increase amount was set at 4%

tenancy & housing

Emergency Repairs

Examples of emergency repairs under the ACT:

- Major leaks in pipes or the roof
- Damaged or blocked plumbing
- Malfunctioning/broken electrical systems
- Broken heating systems
- Defective/broken locks



Tenant must allow the landlord a reasonable amount of time to respond

tenancy & housing

Reimbursing tenant for emergency repairs



Landlord must reimburse tenant if:

- Tenant, guest, or pet did not cause the damages
- Tenant attempted to contact landlord or emergency contact on two occasions
- Tenant waited a reasonable length of time for response
- Tenant provided landlord with written account of repairs and receipts
- Tenant requested for reimbursement

tenancy & housing

Reimbursing tenant for emergency repairs

If the landlord does not reimburse tenant after the conditions are met, the tenant can deduct the cost from the rent



tenancy & housing

Ending or Changing a Non-Essential Service

Landlord cannot eliminate essential services (eg. Heat, hydro, sewage)

- Landlord **can** eliminate a non-essential service if the tenant can purchase it on their own
- Must give at least 30 day written notice ("Notice termination or restricting a service facility" form) and **reduce the rent equivalent to that amount**
- Can apply for dispute resolution with RTB in case of disagreement

Landlord Accessing Unit

- Landlord must give 24 hour minimum and 30 day maximum notice before entry
- Clearly state date, time and reason for entry
- Landlord can enter whether the tenant is home or not after giving proper notice
- Landlord may only enter between 8am and 9pm (unless the tenant agrees to another time)
- The landlord may conduct monthly inspections when proper notice has been given
- Landlord may also enter in the event of an emergency, when an order is issued by RTB or when the tenant has abandoned the site



Subletting or Assigning a Tenancy

Sublet tenancy: when the tenant rents their home to someone else.

Assignment tenancy: when the owner of the manufactured home sells to a new owner and the tenancy between the new owner and landlord continues under the original tenancy agreement.

Caution!!! Unless the landlord agrees otherwise, the original tenant may have some liability.

*If landlord disagrees with tenant sublet or assignment, landlord may issue **original tenant** a one month notice to end tenancy and the sub-tenant must move out.*

Ending a Tenancy Successfully



- Must move out by 1:00pm on the last day
- Unit must be cleaned and all keys returned
- Complete the move-out condition inspection
- Tenant must provide a return address to send deposits
- Landlord has 15 days to return deposits with interest
  - *A landlord who does not follow procedure can be ordered to pay the tenant 2x's the deposits.*

tenancy & housing

Notices to End Tenancy



Notices of Eviction

- **10 days Notice**: If late on rent or 30 days late on utilities
- **1 month Notice**: If eviction is behaviour based
- **2 month Notice**: If landlord requires the use of property for close family members

10 Day Notice to End Tenancy

A 10 Day Notice can be issued to a tenant for **unpaid Rent** when due **or Utilities** 30 days after notice to pay has been given.

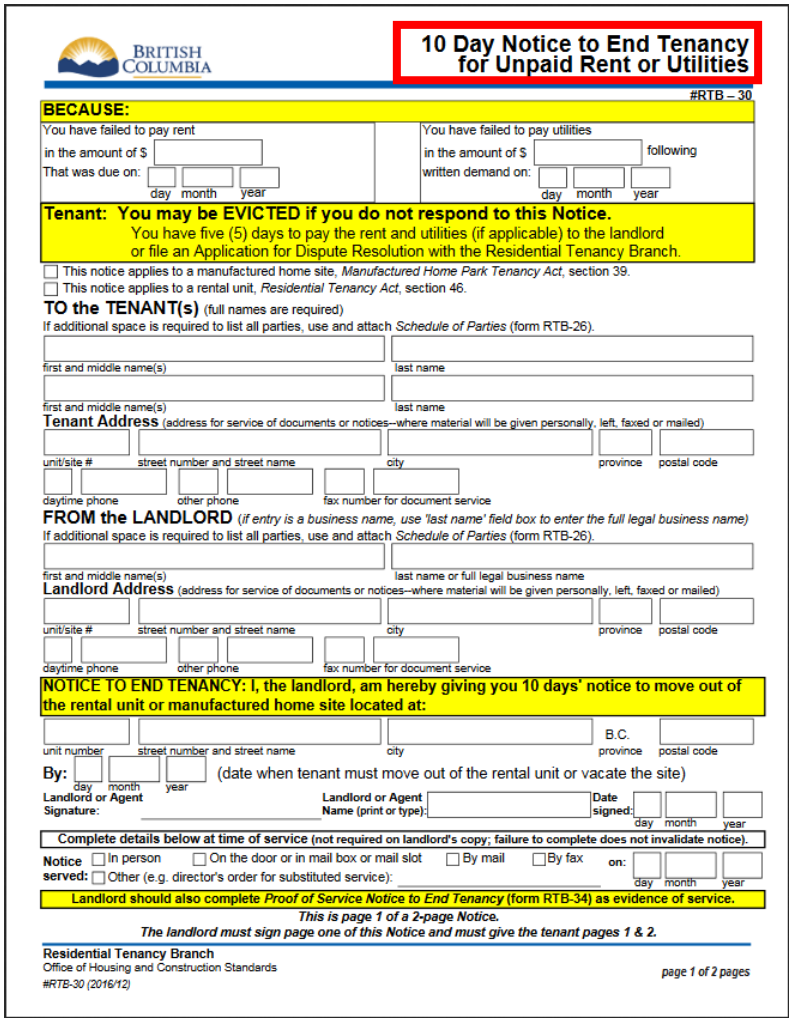


Utilities can only be included on notice if the tenancy agreement requires the tenant to pay these charges to the landlord.

If tenant pays all the rent and utilities owing **within five days of receiving the notice**, the notice is cancelled and the tenancy continues.

tenancy & housing

10 Day Notice



BRITISH COLUMBIA

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

#RTB – 30

BECAUSE:

You have failed to pay rent
in the amount of $ ____
That was due on: ____ day ____ month ____ year

You have failed to pay utilities
in the amount of $ ____ following
written demand on: ____ day ____ month ____ year

Tenant: You may be EVICTED if you do not respond to this Notice.
You have five (5) days to pay the rent and utilities (if applicable) to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.

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

TO the TENANT(s) (full names are required)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) ____ last name ____
first and middle name(s) ____ last name ____

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

unit/site # ____ street number and street name ____ city ____ province ____ postal code ____
daytime phone ____ other phone ____ fax number for document service ____

FROM the LANDLORD (*if entry is a business name, use 'last name' field box to enter the full legal business name*)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) ____ last name or full legal business name ____

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

unit/site # ____ street number and street name ____ city ____ province ____ postal code ____
daytime phone ____ other phone ____ fax number for document service ____

NOTICE TO END TENANCY: I, the landlord, am hereby giving you 10 days' notice to move out of the rental unit or manufactured home site located at:

unit number ____ street number and street name ____ city ____ B.C. province ____ postal code ____

By: ____ day ____ month ____ year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: ____ **Landlord or Agent Name (print or type):** ____ **Date signed:** ____ day ____ month ____ year

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

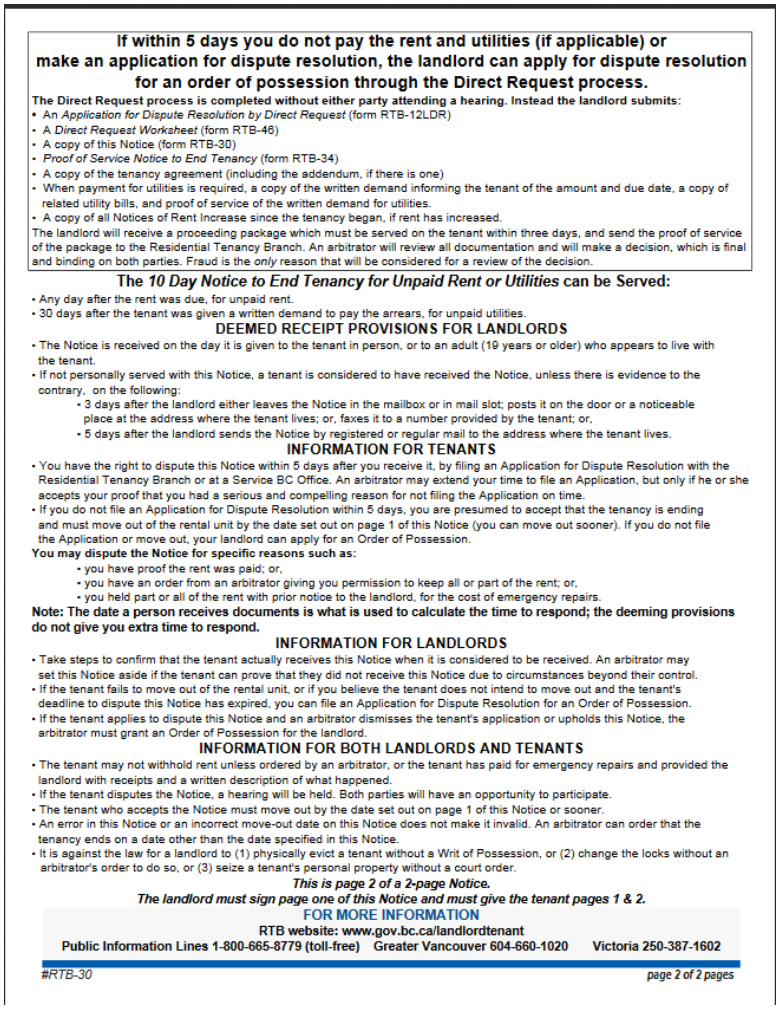
Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax **on:** ____ day ____ month ____ year
☐ Other (e.g. director's order for substituted service): ____

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-30 (2016/12)

page 1 of 2 pages



If within 5 days you do not pay the rent and utilities (if applicable) or make an application for dispute resolution, the landlord can apply for dispute resolution for an order of possession through the Direct Request process.

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

- An *Application for Dispute Resolution by Direct Request* (form RTB-12LDR)
- A *Direct Request Worksheet* (form RTB-46)
- A copy of this Notice (form RTB-30)
- *Proof of Service Notice to End Tenancy* (form 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. Fraud is the *only* reason that will be considered for a review of the decision.

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

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

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
  - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is considered to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH 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.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

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

#RTB-30

page 2 of 2 pages

sources
COMMUNITY RESOURCE CENTRES
Ask An Advocate
Information, Resources, Help & Contacts

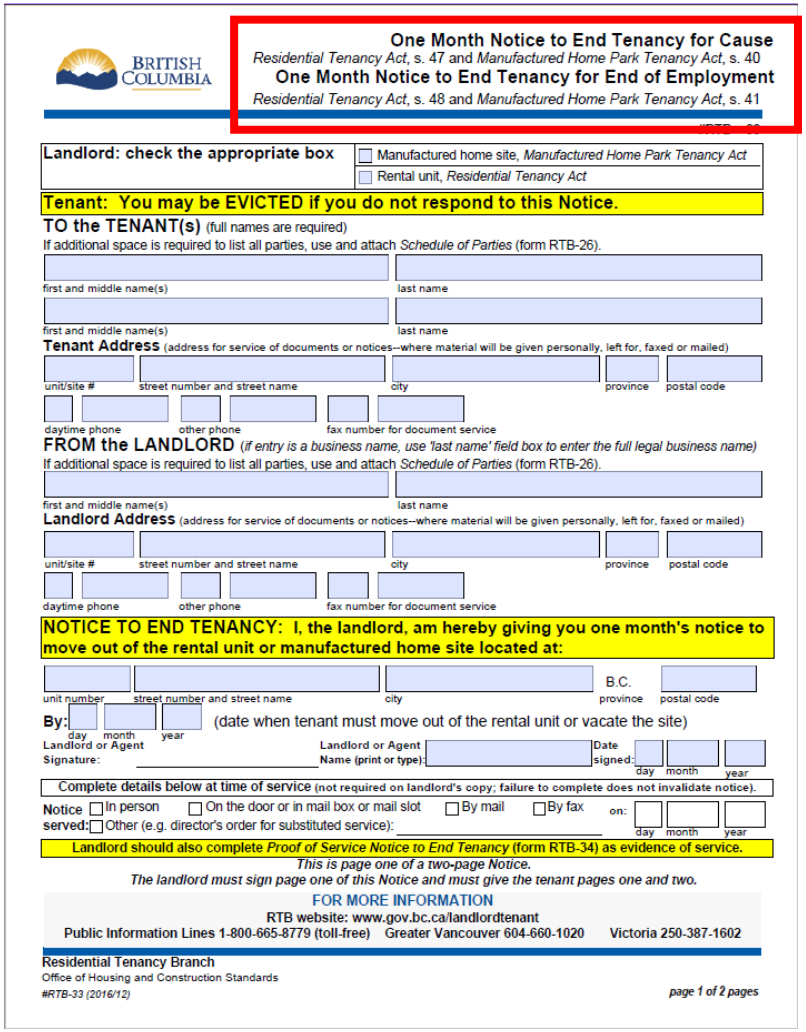
tenancy & housing

One Month Notice

- Tenant hasn't paid the security or pet damage deposit within 30 days
- Tenant is repeatedly late paying rent (at least three times)
- Other reasons relating to excessive damage, illegal activity, subletting without Landlord permission, health and safety issues

tenancy & housing

One Month Notice



BRITISH COLUMBIA

One Month Notice to End Tenancy for Cause
Residential Tenancy Act, s. 47 and *Manufactured Home Park Tenancy Act*, s. 40
One Month Notice to End Tenancy for End of Employment
Residential Tenancy Act, s. 48 and *Manufactured Home Park Tenancy Act*, s. 41

Landlord: check the appropriate box
☐ Manufactured home site, *Manufactured Home Park Tenancy Act*
☐ Rental unit, *Residential Tenancy Act*

Tenant: You may be EVICTED if you do not respond to this Notice.

TO the TENANT(s) (full names are required)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).
first and middle name(s) | last name
first and middle name(s) | last name
Tenant Address (address for service of documents or notices--where material will be given personally, left for, faxed or mailed)
unit/site # | street number and street name | city | province | postal code
daytime phone | other phone | fax number for document service

FROM the LANDLORD (*if entry is a business name, use 'last name' field box to enter the full legal business name*)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).
first and middle name(s) | last name
Landlord Address (address for service of documents or notices--where material will be given personally, left for, faxed or mailed)
unit/site # | street number and street name | city | province | postal code
daytime phone | other phone | fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you one month's notice to move out of the rental unit or manufactured home site located at:
unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must move out of the rental unit or vacate the site)
Landlord or Agent Signature: _____ Landlord or Agent Name (print or type): _____ Date signed: day | month | year

Complete details below at time of service (not required on landlord's copy; failure to complete does not invalidate notice).
Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax on: day | month | year
☐ Other (e.g. director's order for substituted service): _____

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

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-33 (2016/12) *page 1 of 2 pages*

REASONS FOR THIS ONE MONTH NOTICE TO END TENANCY (check all boxes that apply):

- ☐ Tenant is repeatedly late paying rent.
- ☐ Tenant has allowed an unreasonable number of occupants in the unit/site.
- ☐ 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.
  - ☐ 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.
- ☐ 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 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.
- ☐ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

DETAILS OF CAUSE(S): Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is considered to have received the Notice, unless there is evidence to the contrary, on the following:
  - three days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or, faxes it to a number provided by the tenant; or,
  - five days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, an arbitrator may decide that, in the circumstances, the tenant cannot be said to be "repeatedly late."
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

#RTB-33 *page 2 of 2 pages*

sources COMMUNITY RESOURCE CENTRES
Ask An Advocate
Information, Resources, Help & Contacts

tenancy & housing

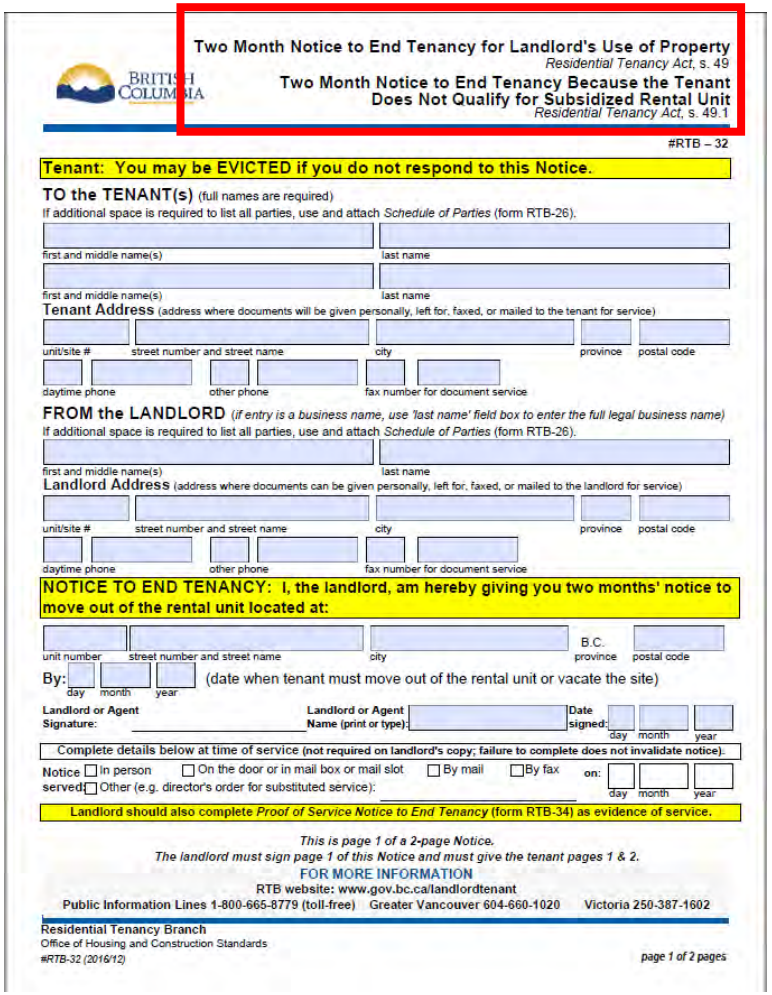
Two Month Notice

Can be issued to tenant when:

- Landlord plans in good faith to use the property
- Landlord plans to do major construction
- Tenant lives in subsidized housing but no longer qualifies

tenancy & housing

Two Month Notice



Two Month Notice to End Tenancy for Landlord's Use of Property
Residential Tenancy Act, s. 49
Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit
Residential Tenancy Act, s. 49.1

BRITISH COLUMBIA

#RTB – 32

Tenant: You may be EVICTED if you do not respond to this Notice.

TO the TENANT(s) (full names are required)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) | last name
first and middle name(s) | last name

Tenant Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

FROM the LANDLORD (*if entry is a business name, use 'last name' field box to enter the full legal business name*)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) | last name

Landlord Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

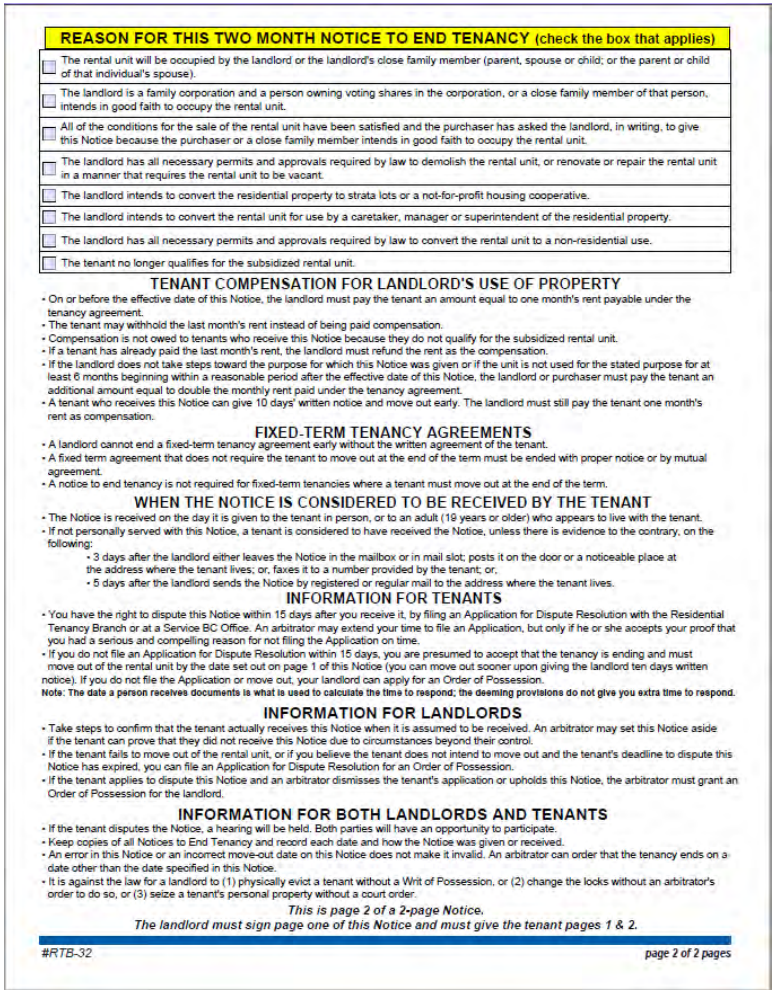
Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): **on:** day | month | year

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

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-32 (2016/12) *page 1 of 2 pages*



REASON FOR THIS TWO MONTH NOTICE TO END TENANCY (check the box that applies)

- ☐ The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
- ☐ The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
- ☐ All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.
- ☐ The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.
- ☐ The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative.
- ☐ The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
- ☐ The landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.
- ☐ The tenant no longer qualifies for the subsidized rental unit.

TENANT COMPENSATION FOR LANDLORD'S USE OF PROPERTY

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

FIXED-TERM TENANCY AGREEMENTS

- A landlord cannot end a fixed-term tenancy agreement early without the written agreement of the tenant.
- A fixed term agreement that does not require the tenant to move out at the end of the term must be ended with proper notice or by mutual agreement.
- A notice to end tenancy is not required for fixed-term tenancies where a tenant must move out at the end of the term.

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
  - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (you can move out sooner upon giving the landlord ten days written notice). If you do not file the Application or move out, your landlord can apply for an Order of Possession.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

#RTB-32 *page 2 of 2 pages*

tenancy & housing

Twelve Month Notice



(Only applies to Manufactured home park tenancy)

- When landlord plans to convert manufactured home park to non-residential use.
- Must have all government permits and approvals before serving notice.
- Landlord must provide the equivalent of 12 months rent on or before the required move date.
- Tenant can move before notice end date unless they are on a fixed term tenancy, in which case they must give the landlord at least 10 days.

tenancy & housing

Twelve Month Notice

BRITISH COLUMBIA

12 Month Notice to End Tenancy for Conversion of Manufactured Home Park

#RTB – 31

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

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

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you twelve months' notice to move out of the manufactured home site located at:

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

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

Residential Tenancy Branch
Office of Housing and Construction Standards

#RTB-31 (2016/12) *page 1 of 2 pages*

REASON FOR THIS 12-MONTH NOTICE TO END TENANCY

The landlord has all necessary permits and approvals required by law and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

TENANT COMPENSATION

- A landlord who gives a tenant this Notice must pay the tenant, on or before the effective date of this Notice, an amount equal to 12 months' rent payable under the tenancy agreement.
- Following receipt of this Notice, a tenant who has a periodic tenancy may at any time give the landlord a minimum of 10 days notice to end the tenancy. Rent is payable only until the date the tenant permanently vacates the site. The landlord must still pay the 12-months rent as compensation.
- A tenant's notice to move in response to this Notice does not affect the tenant's right to compensation.
- If steps have not been taken to accomplish the stated conversion of the manufactured home park within a reasonable period after the effective date of this Notice, the landlord must pay the tenant an additional amount equal to 6 times the monthly rent that would have been payable under the tenancy agreement.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
  - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and you must vacate the manufactured home site on the date set out on page 1 of this Notice (you can move out sooner.) If you do not file the Application 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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives the Notice when it is assumed to be received. An arbitrator may set the Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to vacate the site, or if you believe the tenant does not intend to vacate the site and the deadline for the tenant 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

#RTB-31 *page 2 of 2 pages*

tenancy & housing

What to do After Getting an Eviction Notice?

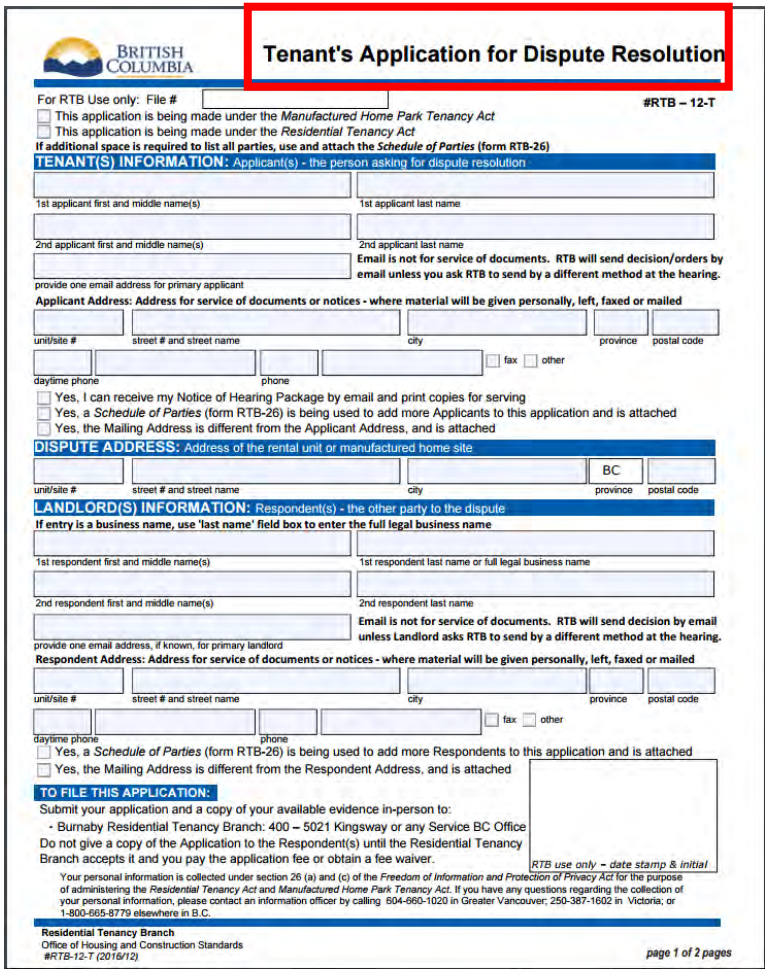
Read the notice front to back, the notice will provide important information on next steps.

- The notice is time sensitive so respond ASAP
- Contact community agencies for help on understanding and responding to the notice

Never ignore an eviction notice!!!!!

tenancy & housing

Tenant Application for Dispute Resolution



BRITISH COLUMBIA

Tenant's Application for Dispute Resolution

For RTB Use only: File # #RTB – 12-T

☐ This application is being made under the *Manufactured Home Park Tenancy Act*
☐ This application is being made under the *Residential Tenancy Act*

If additional space is required to list all parties, use and attach the *Schedule of Parties* (form RTB-26)

TENANT(S) INFORMATION: Applicant(s) - the person asking for dispute resolution

1st applicant first and middle name(s) | 1st applicant last name

2nd applicant first and middle name(s) | 2nd applicant last name

provide one email address for primary applicant

Email is not for service of documents. RTB will send decision/orders by email unless you ask RTB to send by a different method at the hearing.

Applicant Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site # | street # and street name | city | province | postal code

daytime phone | phone | ☐ fax ☐ other

☐ Yes, I can receive my Notice of Hearing Package by email and print copies for serving
☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Applicants to this application and is attached
☐ Yes, the Mailing Address is different from the Applicant Address, and is attached

DISPUTE ADDRESS: Address of the rental unit or manufactured home site

unit/site # | street # and street name | city | province BC | postal code

LANDLORD(S) INFORMATION: Respondent(s) - the other party to the dispute

If entry is a business name, use 'last name' field box to enter the full legal business name

1st respondent first and middle name(s) | 1st respondent last name or full legal business name

2nd respondent first and middle name(s) | 2nd respondent last name

provide one email address, if known, for primary landlord

Email is not for service of documents. RTB will send decision by email unless Landlord asks RTB to send by a different method at the hearing.

Respondent Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site # | street # and street name | city | province | postal code

daytime phone | phone | ☐ fax ☐ other

☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Respondents to this application and is attached
☐ Yes, the Mailing Address is different from the Respondent Address, and is attached

TO FILE THIS APPLICATION:

Submit your application and a copy of your available evidence in-person to:

- Burnaby Residential Tenancy Branch: 400 – 5021 Kingsway or any Service BC Office

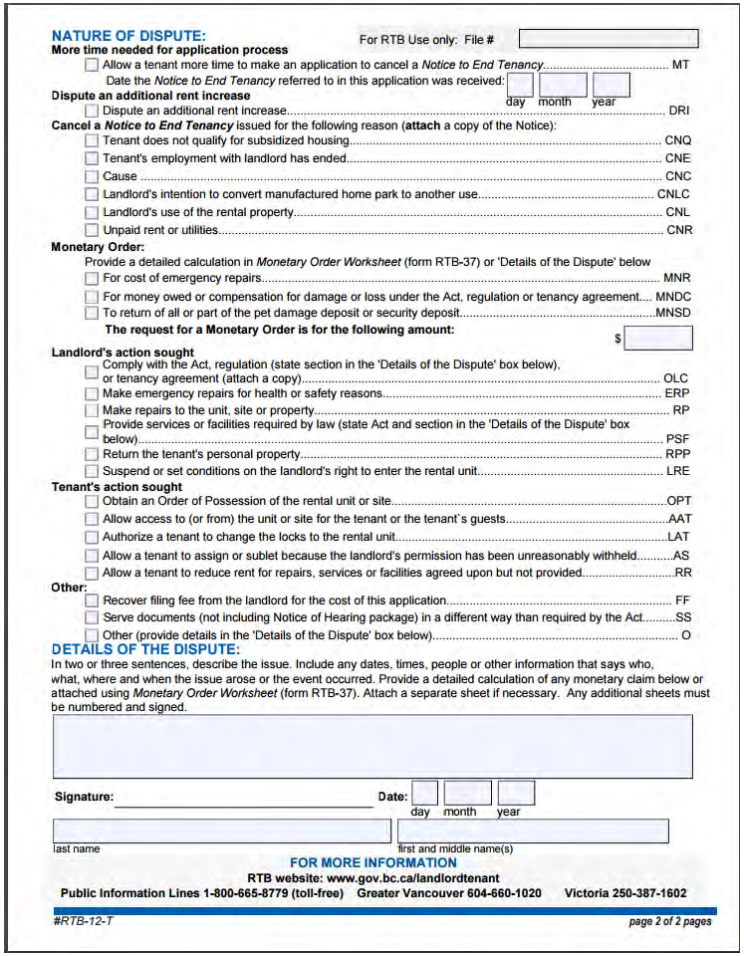
Do not give a copy of the Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you pay the application fee or obtain a fee waiver.

RTB use only – date stamp & initial

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* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-12-T (2016/12)

page 1 of 2 pages



NATURE OF DISPUTE: For RTB Use only: File #

More time needed for application process

☐ Allow a tenant more time to make an application to cancel a *Notice to End Tenancy*..... MT
Date the *Notice to End Tenancy* referred to in this application was received: day month year

Dispute an additional rent increase

☐ Dispute an additional rent increase..... DRI

Cancel a *Notice to End Tenancy* issued for the following reason (**attach** a copy of the Notice):

☐ Tenant does not qualify for subsidized housing..... CNQ
☐ Tenant's employment with landlord has ended..... CNE
☐ Cause..... CNC
☐ Landlord's intention to convert manufactured home park to another use..... CNLC
☐ Landlord's use of the rental property..... CNL
☐ Unpaid rent or utilities..... CNR

Monetary Order:

Provide a detailed calculation in *Monetary Order Worksheet* (form RTB-37) or 'Details of the Dispute' below

☐ For cost of emergency repairs..... MNR
☐ For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.... MNDC
☐ To return of all or part of the pet damage deposit or security deposit..... MNSD

The request for a Monetary Order is for the following amount: $

Landlord's action sought

☐ Comply with the Act, regulation (state section in the 'Details of the Dispute' box below), or tenancy agreement (attach a copy)..... OLC
☐ Make emergency repairs for health or safety reasons..... ERP
☐ Make repairs to the unit, site or property..... RP
☐ Provide services or facilities required by law (state Act and section in the 'Details of the Dispute' box below)..... PSF
☐ Return the tenant's personal property..... RPP
☐ Suspend or set conditions on the landlord's right to enter the rental unit..... LRE

Tenant's action sought

☐ Obtain an Order of Possession of the rental unit or site..... OPT
☐ Allow access to (or from) the unit or site for the tenant or the tenant`s guests..... AAT
☐ Authorize a tenant to change the locks to the rental unit..... LAT
☐ Allow a tenant to assign or sublet because the landlord's permission has been unreasonably withheld..... AS
☐ Allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided..... RR

Other:

☐ Recover filing fee from the landlord for the cost of this application..... FF
☐ Serve documents (not including Notice of Hearing package) in a different way than required by the Act..... SS
☐ Other (provide details in the 'Details of the Dispute' box below)..... O

DETAILS OF THE DISPUTE:

In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Provide a detailed calculation of any monetary claim below or attached using *Monetary Order Worksheet* (form RTB-37). Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

Signature: **Date:** day month year

last name | first and middle name(s)

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

#RTB-12-T *page 2 of 2 pages*

sources COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

RTB Changes (December 11, 2017)
Fixed Term Tenancies "Vacate Clause"

Landlords will no longer be able to include a **"vacate clause"** in a fixed-term tenancy agreement except in certain circumstances. These new rules will apply to both new and existing tenancy agreements.
(Example: Sublease agreement or Land Lords use of property)

Unless the landlord and tenant agree to another fixed term, the tenancy will automatically continue as a month-to-month tenancy under the same terms as the original agreement.

Rent Increases Between Agreements With the Same Tenant.

- Limited to the maximum annual allowable amount and can only be increased once every 12 months
- Rent can no longer be increased above that amount between tenancy agreements with the same tenant
- Landlords must provide tenants with three full rental months' notice of a rent increase and use the approved form.
- Landlords are no longer able to apply for an additional rent increase on the basis that the rent is significantly lower than other similar rental units in the same geographic area.

tenancy & housing

Community Resources

The Residential Tenancy Branch

400 - 5021 Kingsway

Burnaby, BC V5H 4A5

604-660-1020 (Lower Mainland)

www.gov.bc.ca/landlordtenant

TRAC (tenant resource and advisory centre)

Tenant Infoline: 604-255-0546 or 1-800-665-1185

www.tenants.bc.ca



Questions?



tenancy & housing

What is Ask An Advocate?

AskanAdvocate.ca is a "one-stop" resource with access to useful information, resources and videos on income assistance, disability benefits, tenancy and housing, and other income supports.

Members have access to:

- ✓ **ONLINE TRAINING COURSES** (Income Assistance, PWD, CPPD, Public Pensions, Tenancy)
- ✓ **LIVE CHAT** where service providers can get answers to questions in real time, with our live advocates!

To become a member, please email us at **askanadvocate.ca@sourcesbc.ca**

tenancy & housing

Interested in Training?



Contact:
askanadvocate@sourcesbc.ca

www.askanadvocate.ca

tenancy & housing

Thank you

AskAnAdvocate.ca

tenancy & housing

The Residential Tenancy Act & Manufactured Home Park Act

Applies to:

- Tenancy agreements
- Rental units
- Residential properties
- Manufactured home park tenancies





Act Does Not Apply To:

- Commercial tenancies
- Emergency and transitional housing
- Community care, continuing care and assisted living facilities
- Public or private hospitals
- Accommodation owned or operated by an educational institution
- Accommodation where the tenant shares bathroom or kitchen facilities with the owner





Act Does Not Apply To:

- Vacation or travel accommodation
- Co-op's
- Correctional institutions
- Accommodation where tenancy agreement is longer than 20 years
- A tenant who rents both the home and the home site



tenancy & housing

Starting A Tenancy

Landlord – Gives the tenant the right to live on the property

Tenant – Pays rent in exchange for the right to use the property.





Landlord Responsibilities

- Comply with BC rental laws
- Maintenance, repairs and keeping the unit in good condition
- Pay utility bills (if included in rent)
- Investigate disturbance complaints
- Ensure right to quiet, enjoyable and peaceful occupation



Tenant Responsibilities

- Pay rent & fees on time
- Maintain reasonable health and cleanliness standards



Ensure pets and guests:

- Do not damage property
- Do not disturb other tenants/neighbours
- Do not endanger the safety of others

Residential Tenancy Agreement

- **Must** be signed & dated by both landlord & tenant(s)
- **Final** and **legally** binding
- *Any terms deemed oppressive or grossly unfair to any party cannot be enforced.*
- Landlord must provide tenant with signed copy of agreement within 21 days.

www.gov.bc.ca/landlordtenant



Residential Tenancy Agreement

MUST include:

- Legal name, address, and signatures of both landlord and tenant
- Address of the rental unit
- Lease terms (e.g. fixed or month-to-month)
- Rent amount & due date
- Services/facilities included
- Security/pet deposit amount & due date
- Date of signing



tenancy & housing

Park Committee



- May develop & pass rules for the operation of a home park
- Landlord may establish the rules in the absence of a committee
- Changes to park rules require a 2 week written notice
- When there is a park committee, the landlord can't independently establish/change park rules

tenancy & housing

Security and Pet Damage Deposits

- The landlord can require a security and/or pet damage deposit.
- Security deposit + pet damage deposit cannot be more than one month's rent.
- Landlord can't request additional pet damage deposits for additional pets.



A landlord cannot charge a security deposit or pet damage deposit for a manufactured home park tenancy unless they own pad and rental unit

tenancy & housing

Condition Inspections (move-in / move-out)



Condition inspections protect both landlords and tenants

The inspection should be done:

- At the start of the tenancy
- When the tenant gets a new pet (if one was not completed at the start of the tenancy)
- At the end of the tenancy

Must use official RTB form and a copy must be given to tenant

Paying The Rent

- Rent payment is late if not paid by midnight of the due date
- Landlord does not have to reinstate the tenancy if full amount is not paid
- Landlord must **provide a receipt** when rent is paid in cash.



Rent Increases



Rent can increase **only once per year** and only by the amount permitted by law.

Tennant must be given a “Notice of rent increase” form and **3 full months notice** before the increase takes effect

For 2018, rent increase amount was set at 4%

tenancy & housing

Emergency Repairs

Examples of emergency repairs under the ACT:

- Major leaks in pipes or the roof
- Damaged or blocked plumbing
- Malfunctioning/broken electrical systems
- Broken heating systems
- Defective/broken locks



Tenant must allow the landlord a reasonable amount of time to respond

tenancy & housing

Reimbursing tenant for emergency repairs



Landlord must reimburse tenant if:

- Tenant, guest, or pet did not cause the damages
- Tenant attempted to contact landlord or emergency contact on two occasions
- Tenant waited a reasonable length of time for response
- Tenant provided landlord with written account of repairs and receipts
- Tenant requested for reimbursement

tenancy & housing

Reimbursing tenant for emergency repairs

If the landlord does not reimburse tenant after the conditions are met, the tenant can deduct the cost from the rent



tenancy & housing

Ending or Changing a Non-Essential Service

Landlord cannot eliminate essential services (eg. Heat, hydro, sewage)

- Landlord **can** eliminate a non-essential service if the tenant can purchase it on their own
- Must give at least 30 day written notice ("Notice termination or restricting a service facility" form) and **reduce the rent equivalent to that amount**
- Can apply for dispute resolution with RTB in case of disagreement

Landlord Accessing Unit

- Landlord must give 24 hour minimum and 30 day maximum notice before entry
- Clearly state date, time and reason for entry
- Landlord can enter whether the tenant is home or not after giving proper notice
- Landlord may only enter between 8am and 9pm (unless the tenant agrees to another time)
- The landlord may conduct monthly inspections when proper notice has been given
- Landlord may also enter in the event of an emergency, when an order is issued by RTB or when the tenant has abandoned the site



Subletting or Assigning a Tenancy

Sublet tenancy: when the tenant rents their home to someone else.

Assignment tenancy: when the owner of the manufactured home sells to a new owner and the tenancy between the new owner and landlord continues under the original tenancy agreement.

Caution!!! Unless the landlord agrees otherwise, the original tenant may have some liability.

*If landlord disagrees with tenant sublet or assignment, landlord may issue **original tenant** a one month notice to end tenancy and the sub-tenant must move out.*

Ending a Tenancy Successfully



- Must move out by 1:00pm on the last day
- Unit must be cleaned and all keys returned
- Complete the move-out condition inspection
- Tenant must provide a return address to send deposits
- Landlord has 15 days to return deposits with interest
  - *A landlord who does not follow procedure can be ordered to pay the tenant 2x's the deposits.*

tenancy & housing

Notices to End Tenancy



Notices of Eviction

- **10 days Notice**: If late on rent or 30 days late on utilities
- **1 month Notice**: If eviction is behaviour based
- **2 month Notice**: If landlord requires the use of property for close family members

10 Day Notice to End Tenancy

A 10 Day Notice can be issued to a tenant for **unpaid Rent** when due **or Utilities** 30 days after notice to pay has been given.

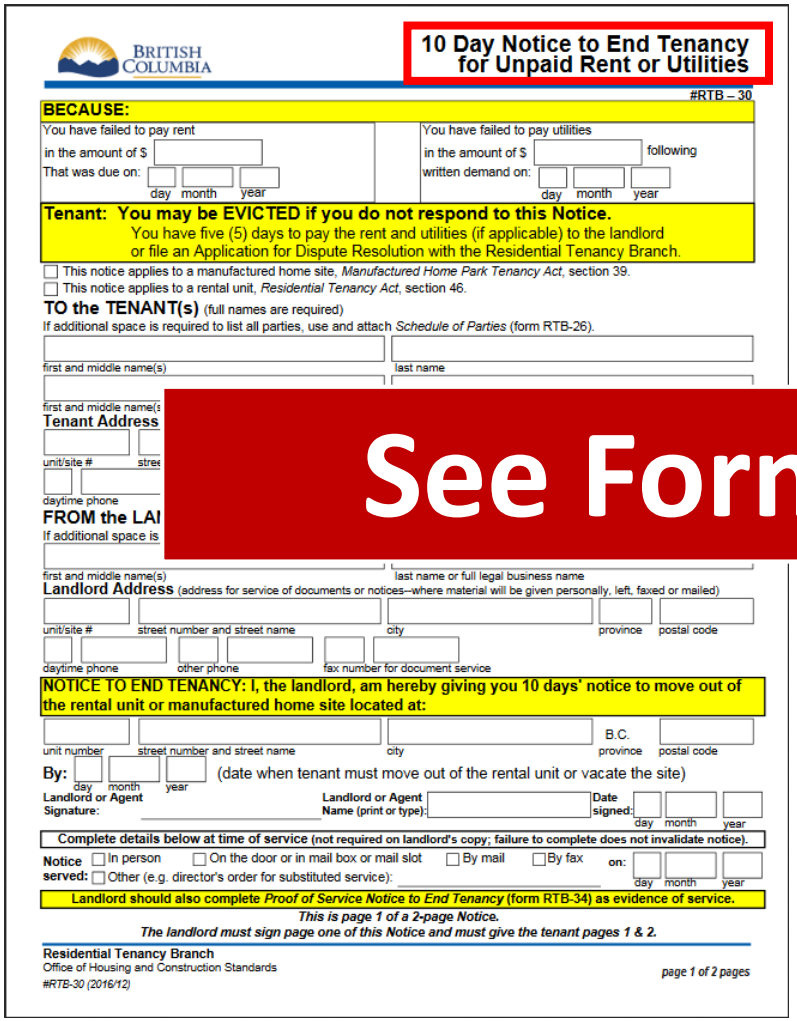


Utilities can only be included on notice if the tenancy agreement requires the tenant to pay these charges to the landlord.

If tenant pays all the rent and utilities owing **within five days of receiving the notice**, the notice is cancelled and the tenancy continues.

tenancy & housing

10 Day Notice



BRITISH COLUMBIA

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

#RTB – 30

BECAUSE:

You have failed to pay rent
in the amount of $ ____
That was due on: ____ day ____ month ____ year

You have failed to pay utilities
in the amount of $ ____ following
written demand on: ____ day ____ month ____ year

Tenant: You may be EVICTED if you do not respond to this Notice.
You have five (5) days to pay the rent and utilities (if applicable) to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.

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

TO the TENANT(s) (full names are required)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) ____ last name ____

first and middle name(s) ____

Tenant Address

unit/site # ____ stree

daytime phone ____

FROM the LAI

If additional space is

first and middle name(s) ____ last name or full legal business name ____

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

unit/site # ____ street number and street name ____ city ____ province ____ postal code ____

daytime phone ____ other phone ____ fax number for document service ____

NOTICE TO END TENANCY: I, the landlord, am hereby giving you 10 days' notice to move out of the rental unit or manufactured home site located at:

unit number ____ street number and street name ____ city ____ B.C. province ____ postal code ____

By: ____ day ____ month ____ year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: ____ **Landlord or Agent Name (print or type):** ____ **Date signed:** ____ day ____ month ____ year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax **on:** ____ day ____ month ____ year
☐ Other (e.g. director's order for substituted service): ____

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-30 (2016/12)

page 1 of 2 pages

If within 5 days you do not pay the rent and utilities (if applicable) or make an application for dispute resolution, the landlord can apply for dispute resolution for an order of possession through the Direct Request process.

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

- An *Application for Dispute Resolution by Direct Request* (form RTB-12LDR)
- A *Direct Request Worksheet* (form RTB-46)
- A copy of this Notice (form RTB-30)
- *Proof of Service Notice to End Tenancy* (form 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. Fraud is the *only* reason that will be considered for a review of the decision.

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

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

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is considered to have received the Notice, unless there is evidence to the

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- 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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is considered to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH 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.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

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

#RTB-30

page 2 of 2 pages

See Forms Section

sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate
Information, Resources, Help & Contacts

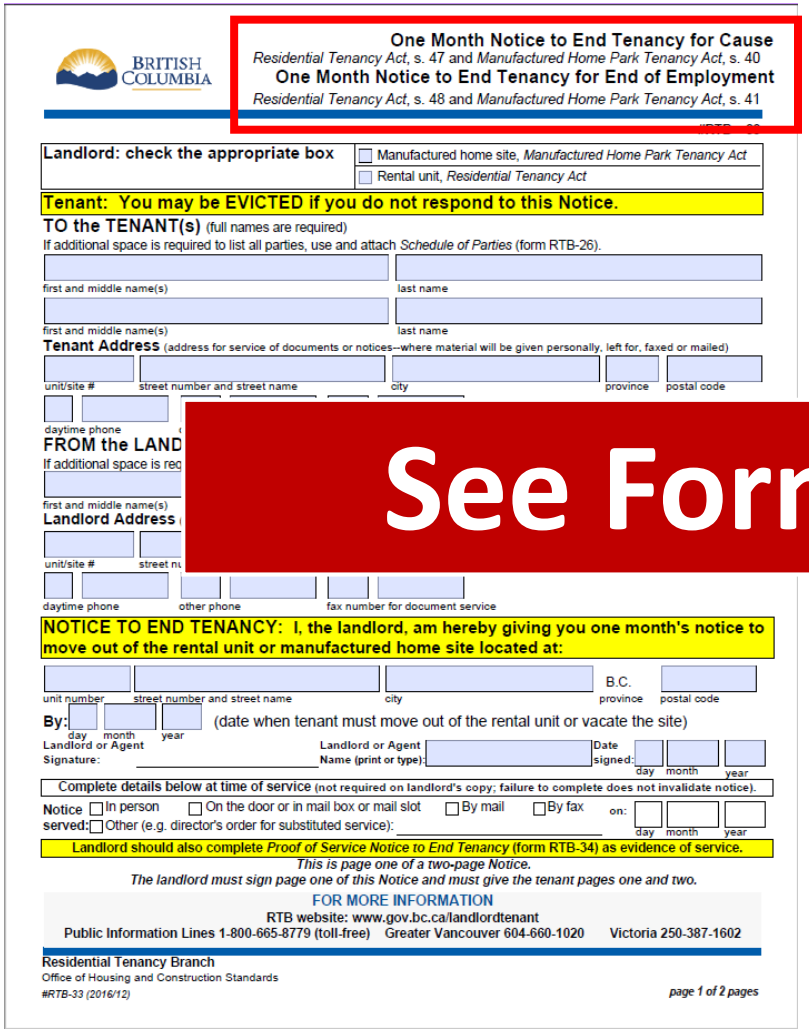
tenancy & housing

One Month Notice

- Tenant hasn't paid the security or pet damage deposit within 30 days
- Tenant is repeatedly late paying rent (at least three times)
- Other reasons relating to excessive damage, illegal activity, subletting without Landlord permission, health and safety issues

tenancy & housing

One Month Notice



BRITISH COLUMBIA

One Month Notice to End Tenancy for Cause
Residential Tenancy Act, s. 47 and *Manufactured Home Park Tenancy Act*, s. 40
One Month Notice to End Tenancy for End of Employment
Residential Tenancy Act, s. 48 and *Manufactured Home Park Tenancy Act*, s. 41

Landlord: check the appropriate box
☐ Manufactured home site, *Manufactured Home Park Tenancy Act*
☐ Rental unit, *Residential Tenancy Act*

Tenant: You may be EVICTED if you do not respond to this Notice.

TO the TENANT(s) (full names are required)
If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) | last name
first and middle name(s) | last name

Tenant Address (address for service of documents or notices--where material will be given personally, left for, faxed or mailed)
unit/site # | street number and street name | city | province | postal code
daytime phone

FROM the LAND
If additional space is req
first and middle name(s)
Landlord Address
unit/site # | street nu
daytime phone | other phone | fax number for document service

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

unit number | street number and street name | city | province B.C. | postal code

By: day | month | year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: _____ Landlord or Agent Name (print or type): _____ Date signed: day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ on: day | month | year

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

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-33 (2016/12) *page 1 of 2 pages*

REASONS FOR THIS ONE MONTH NOTICE TO END TENANCY (check all boxes that apply):

- ☐ Tenant is repeatedly late paying rent.
- ☐ Tenant has allowed an unreasonable number of occupants in the unit/site.
- ☐ 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.
  - ☐ 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.
- ☐ 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 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.
- ☐ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has

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- three days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or, faxes it to a number provided by the tenant; or,
- five days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, an arbitrator may decide that, in the circumstances, the tenant cannot be said to be "repeatedly late."
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

#RTB-33 *page 2 of 2 pages*

See Forms Section

sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate
Information, Resources, Help & Contacts

tenancy & housing

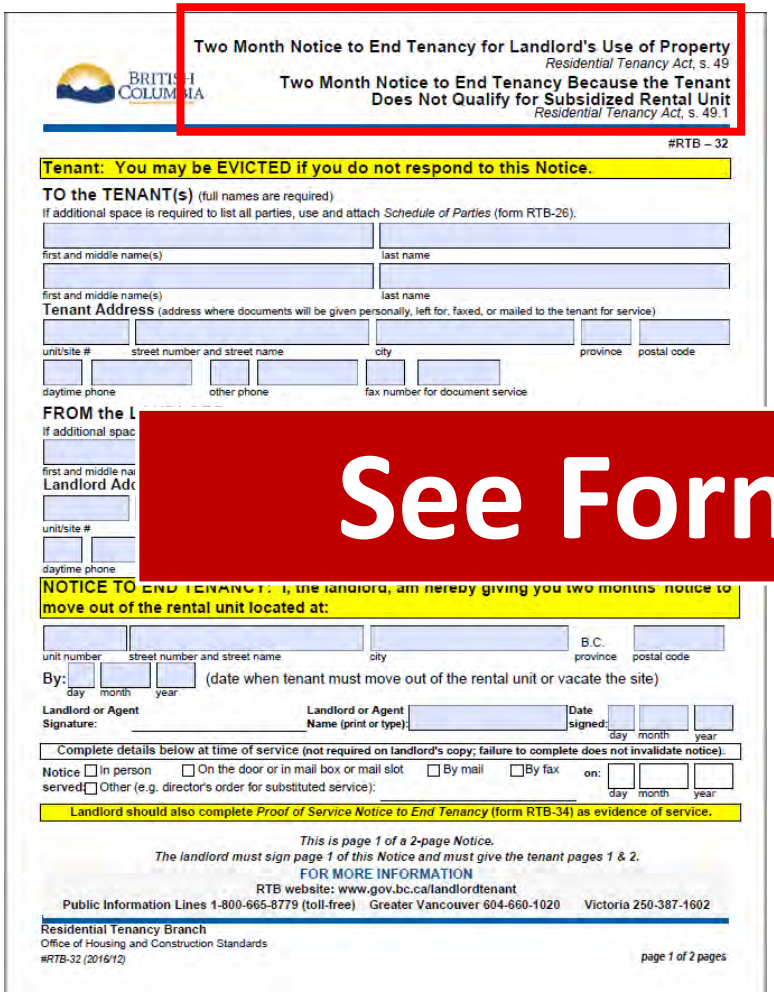
Two Month Notice

Can be issued to tenant when:

- Landlord plans in good faith to use the property
- Landlord plans to do major construction
- Tenant lives in subsidized housing but no longer qualifies

tenancy & housing

Two Month Notice



Two Month Notice to End Tenancy for Landlord's Use of Property
Residential Tenancy Act, s. 49
Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit
Residential Tenancy Act, s. 49.1

#RTB – 32

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

Tenant Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

FROM the L

If additional spac

first and middle na

Landlord Ad

unit/site #

daytime phone

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

unit number | street number and street name | city | B.C. province | postal code

By: day month year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: **Landlord or Agent Name (print or type):** **Date signed:** day month year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service) **on:** day month year

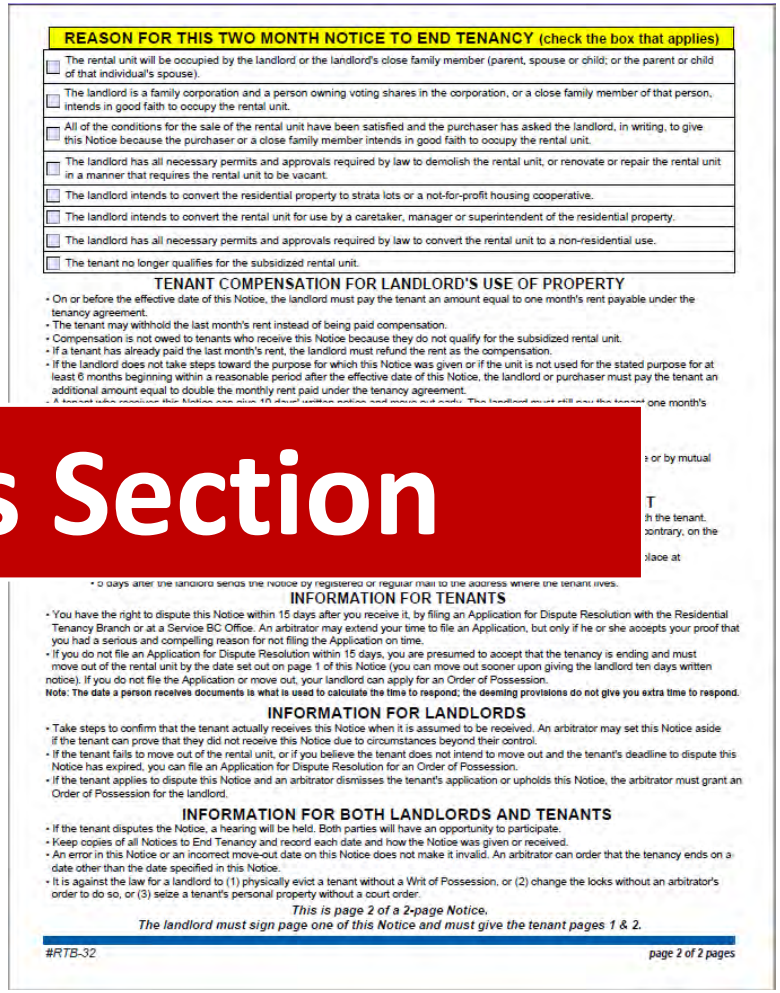
Landlord should also complete *Proof of Service Notice to End Tenancy* (form RTB-34) as evidence of service.

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

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

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-32 (2016/12)

page 1 of 2 pages



REASON FOR THIS TWO MONTH NOTICE TO END TENANCY (check the box that applies)

- ☐ The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
- ☐ The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
- ☐ All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.
- ☐ The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.
- ☐ The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative.
- ☐ The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
- ☐ The landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.
- ☐ The tenant no longer qualifies for the subsidized rental unit.

TENANT COMPENSATION FOR LANDLORD'S USE OF PROPERTY

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

or by mutual

the tenant.
ontrary, on the

place at

- 5 days after the landlord sends the notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (you can move out sooner upon giving the landlord ten days written notice). If you do not file the Application or move out, your landlord can apply for an Order of Possession.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

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

#RTB-32

page 2 of 2 pages

See Forms Section

sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate
Information, Resources, Help & Contacts

tenancy & housing

Twelve Month Notice

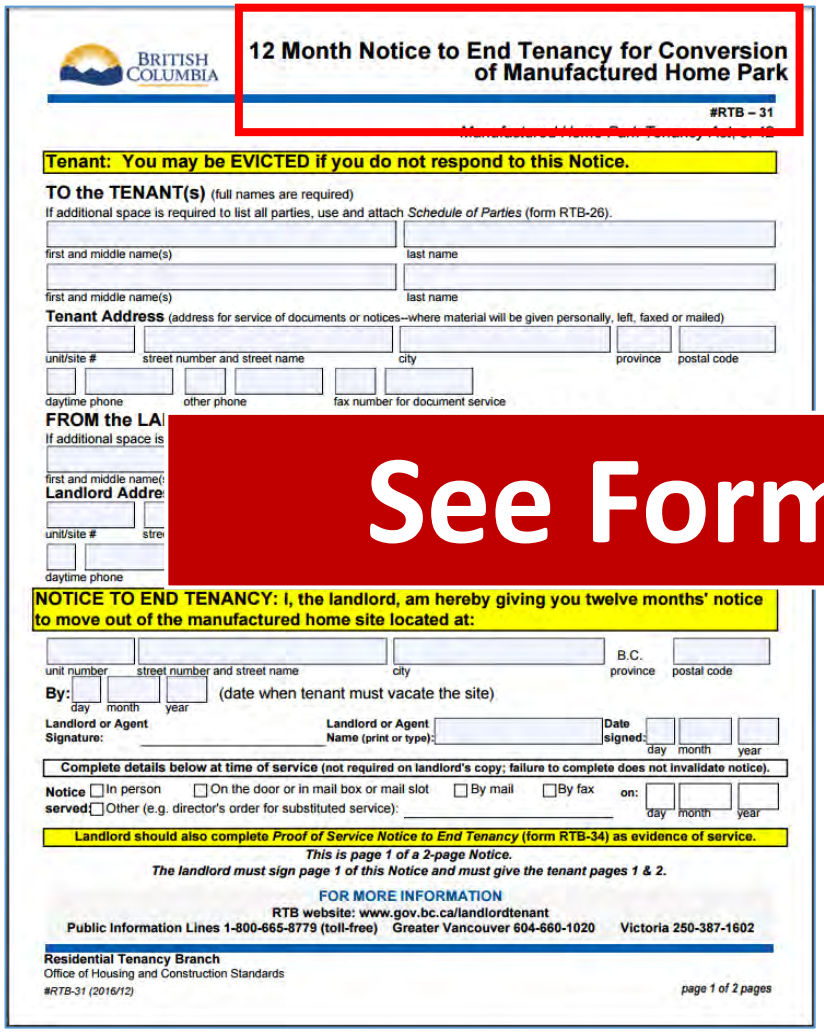


(Only applies to Manufactured home park tenancy)

- When landlord plans to convert manufactured home park to non-residential use.
- Must have all government permits and approvals before serving notice.
- Landlord must provide the equivalent of 12 months rent on or before the required move date.
- Tenant can move before notice end date unless they are on a fixed term tenancy, in which case they must give the landlord at least 10 days.

tenancy & housing

Twelve Month Notice



BRITISH COLUMBIA

12 Month Notice to End Tenancy for Conversion of Manufactured Home Park

#RTB – 31

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

FROM the LA

If additional space is

first and middle name(

Landlord Addre

unit/site # | stre

daytime phone

NOTICE TO END TENANCY: I, the landlord, am hereby giving you twelve months' notice to move out of the manufactured home site located at:

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

FOR MORE INFORMATION

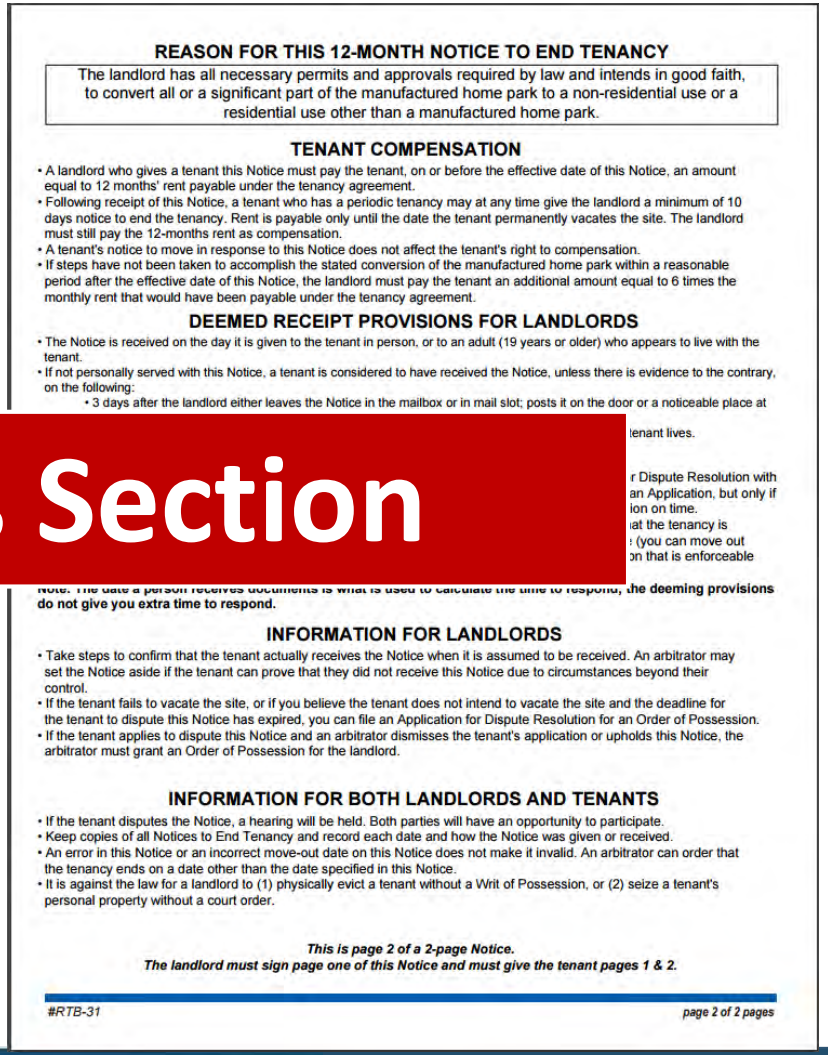
RTB website: www.gov.bc.ca/landlordtenant

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

Residential Tenancy Branch

Office of Housing and Construction Standards

#RTB-31 (2016/12) *page 1 of 2 pages*



REASON FOR THIS 12-MONTH NOTICE TO END TENANCY

The landlord has all necessary permits and approvals required by law and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

TENANT COMPENSATION

- A landlord who gives a tenant this Notice must pay the tenant, on or before the effective date of this Notice, an amount equal to 12 months' rent payable under the tenancy agreement.
- Following receipt of this Notice, a tenant who has a periodic tenancy may at any time give the landlord a minimum of 10 days notice to end the tenancy. Rent is payable only until the date the tenant permanently vacates the site. The landlord must still pay the 12-months rent as compensation.
- A tenant's notice to move in response to this Notice does not affect the tenant's right to compensation.
- If steps have not been taken to accomplish the stated conversion of the manufactured home park within a reasonable period after the effective date of this Notice, the landlord must pay the tenant an additional amount equal to 6 times the monthly rent that would have been payable under the tenancy agreement.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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

...tenant lives.

...r Dispute Resolution with ...an Application, but only if ...ion on time. ...at the tenancy is ... (you can move out ...on that is enforceable

Note: The date a person receives documents is what is used to calculate the time to respond, the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives the Notice when it is assumed to be received. An arbitrator may set the Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to vacate the site, or if you believe the tenant does not intend to vacate the site and the deadline for the tenant 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

#RTB-31 *page 2 of 2 pages*

See Forms Section

sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

tenancy & housing

What to do After Getting an Eviction Notice?

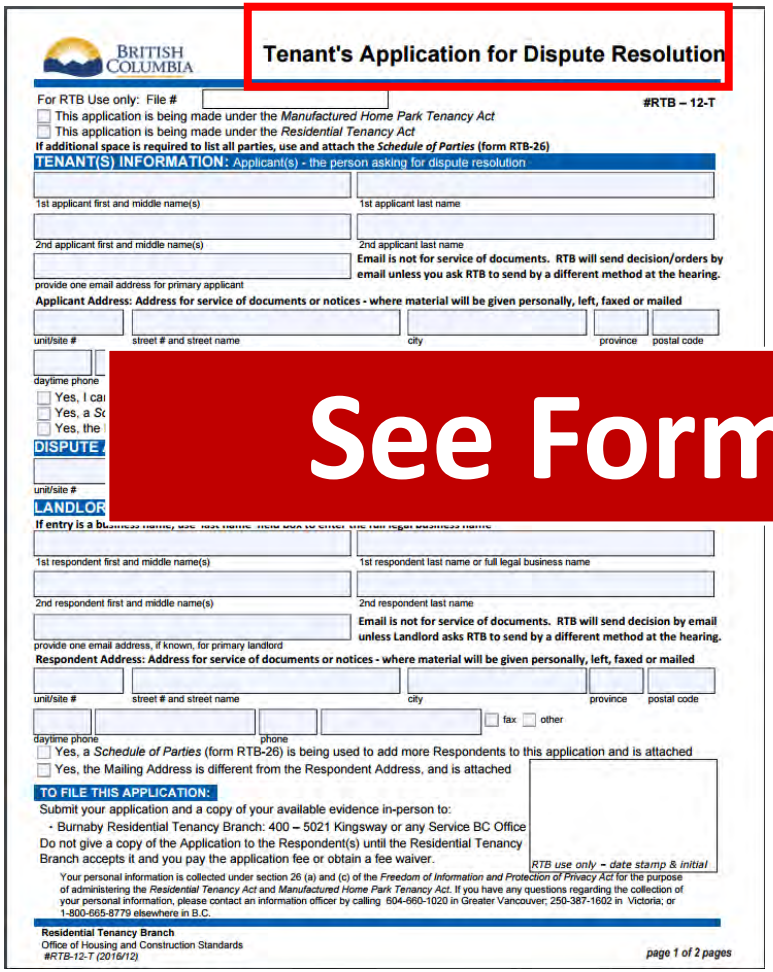
Read the notice front to back, the notice will provide important information on next steps.

- The notice is time sensitive so respond ASAP
- Contact community agencies for help on understanding and responding to the notice

Never ignore an eviction notice!!!!!

tenancy & housing

Tenant Application for Dispute Resolution



BRITISH COLUMBIA

Tenant's Application for Dispute Resolution

For RTB Use only: File # #RTB – 12-T

This application is being made under the *Manufactured Home Park Tenancy Act*

This application is being made under the *Residential Tenancy Act*

If additional space is required to list all parties, use and attach the *Schedule of Parties* (form RTB-26)

TENANT(S) INFORMATION: Applicant(s) - the person asking for dispute resolution

1st applicant first and middle name(s) | 1st applicant last name

2nd applicant first and middle name(s) | 2nd applicant last name

provide one email address for primary applicant

Email is not for service of documents. RTB will send decision/orders by email unless you ask RTB to send by a different method at the hearing.

Applicant Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site # | street # and street name | city | province | postal code

daytime phone

Yes, I ca

Yes, a *Sc*

Yes, the

DISPUTE

unit/site #

LANDLOR

If entry is a bu

1st respondent first and middle name(s) | 1st respondent last name or full legal business name

2nd respondent first and middle name(s) | 2nd respondent last name

provide one email address, if known, for primary landlord

Email is not for service of documents. RTB will send decision by email unless Landlord asks RTB to send by a different method at the hearing.

Respondent Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site # | street # and street name | city | province | postal code

daytime phone | phone | fax | other

Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Respondents to this application and is attached

Yes, the Mailing Address is different from the Respondent Address, and is attached

TO FILE THIS APPLICATION:

Submit your application and a copy of your available evidence in-person to:

- Burnaby Residential Tenancy Branch: 400 – 5021 Kingsway or any Service BC Office

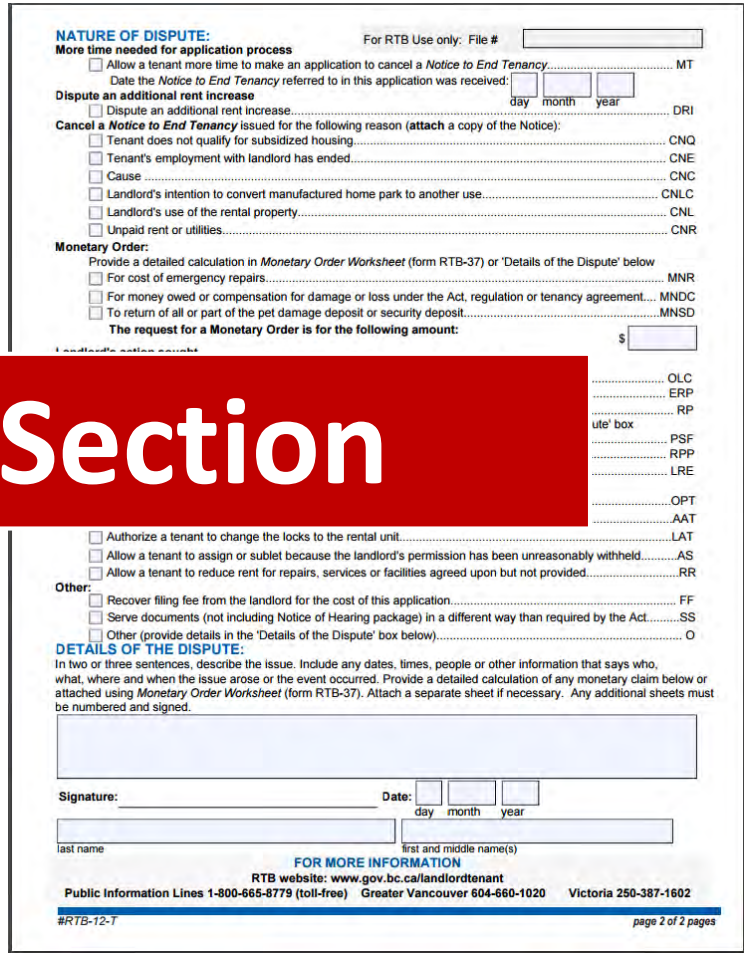
Do not give a copy of the Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you pay the application fee or obtain a fee waiver.

RTB use only – date stamp & initial

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* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

Residential Tenancy Branch
Office of Housing and Construction Standards
#RTB-12-T (2016/12)

page 1 of 2 pages



NATURE OF DISPUTE: For RTB Use only: File #

More time needed for application process

Allow a tenant more time to make an application to cancel a *Notice to End Tenancy*..... MT

Date the *Notice to End Tenancy* referred to in this application was received: day month year

Dispute an additional rent increase

Dispute an additional rent increase..... DRI

Cancel a *Notice to End Tenancy* issued for the following reason (**attach** a copy of the Notice):

Tenant does not qualify for subsidized housing..... CNQ

Tenant's employment with landlord has ended..... CNE

Cause..... CNC

Landlord's intention to convert manufactured home park to another use..... CNLC

Landlord's use of the rental property..... CNL

Unpaid rent or utilities..... CNR

Monetary Order:

Provide a detailed calculation in *Monetary Order Worksheet* (form RTB-37) or 'Details of the Dispute' below

For cost of emergency repairs..... MNR

For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement.... MNDC

To return of all or part of the pet damage deposit or security deposit..... MNSD

The request for a Monetary Order is for the following amount: $

..... OLC

..... ERP

..... RP

ute' box

..... PSF

..... RPP

..... LRE

..... OPT

..... AAT

Authorize a tenant to change the locks to the rental unit..... LAT

Allow a tenant to assign or sublet because the landlord's permission has been unreasonably withheld..... AS

Allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided..... RR

Other:

Recover filing fee from the landlord for the cost of this application..... FF

Serve documents (not including Notice of Hearing package) in a different way than required by the Act..... SS

Other (provide details in the 'Details of the Dispute' box below)..... O

DETAILS OF THE DISPUTE:

In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Provide a detailed calculation of any monetary claim below or attached using *Monetary Order Worksheet* (form RTB-37). Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

Signature: **Date:** day month year

last name | first and middle name(s)

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

#RTB-12-T *page 2 of 2 pages*

See Forms Section

sources COMMUNITY RESOURCE CENTRES

Ask An Advocate

Information, Resources, Help & Contacts

RTB Changes (December 11, 2017)
Fixed Term Tenancies "Vacate Clause"

Landlords will no longer be able to include a **"vacate clause"** in a fixed-term tenancy agreement except in certain circumstances. These new rules will apply to both new and existing tenancy agreements.
(Example: Sublease agreement or Land Lords use of property)

Unless the landlord and tenant agree to another fixed term, the tenancy will automatically continue as a month-to-month tenancy under the same terms as the original agreement.

Rent Increases Between Agreements With the Same Tenant.

- Limited to the maximum annual allowable amount and can only be increased once every 12 months
- Rent can no longer be increased above that amount between tenancy agreements with the same tenant
- Landlords must provide tenants with three full rental months' notice of a rent increase and use the approved form.
- Landlords are no longer able to apply for an additional rent increase on the basis that the rent is significantly lower than other similar rental units in the same geographic area.

tenancy & housing

Community Resources

The Residential Tenancy Branch

400 - 5021 Kingsway

Burnaby, BC V5H 4A5

604-660-1020 (Lower Mainland)

www.gov.bc.ca/landlordtenant

TRAC (tenant resource and advisory centre)

Tenant Infoline: 604-255-0546 or 1-800-665-1185

www.tenants.bc.ca

tenancy & housing

Interested in Training?



Contact:
askanadvocate@sourcesbc.ca

www.askanadvocate.ca



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DAMAGE DEPOSIT

A security deposit, (damage deposit) is money that that the landlord collects at the start of the tenancy, holds on to, and must be prepared to return at the end of the tenancy. If your landlord requires a security deposit, you must pay it within 30 days of moving in.

The security deposit is meant to cover any damage that you or your guests may cause. Similarly, the pet damage deposit is meant to cover any damage caused by your pets. As long as you have not caused damage and do not owe any money, your landlord is required to return your deposits within 15 days after you move out.

How much are the security and pet deposits?

A security deposit can be **up to but not exceed half the monthly rent**. A pet damage deposit can also be up to half a month's rent. The landlord can only ask for one of each regardless of how many co-tenants or pets are moving in. If the landlord increases the rent during the tenancy, they cannot ask for more damage deposit

Deposits cannot be used to cover normal wear and tear during the tenancy.

Condition Inspection Reports

Both the landlord and tenant are required to complete a condition inspection of the rental unit at the START of the tenancy, at any point that the tenant gets a pet during the tenancy, and at the END of the tenancy. A condition inspection consists of walking around your new rental unit with your landlord and documenting its condition using the Condition Inspection Report.

Landlord must supply you with a copy of the report at the beginning and end of the tenancy. These reports are critical in determining damage deposit return.

In order to keep some or all of a deposit, a landlord must have completed Condition Inspection Reports at the start and end of the tenancy as well as getting ONE of the following:

1. The tenant's written consent
2. An order from the Residential Tenancy Branch to keep all or part of the deposit
3. An order from a previous dispute resolution process which the tenant hasn't yet paid

Getting your deposit returned

Provide your landlord with a forwarding **address** in writing for where your deposit can be sent. Make sure you have proof of how you gave your forwarding address.

Once you have provided your forwarding address in writing and your tenancy has officially ended, your landlord has 15 days to do one of three things:

1. Return all of your deposit (plus interest)
2. Get your written consent to keep some or all of your deposit, or
3. Apply for dispute resolution to keep some or all of your deposit

If a landlord does not do this, a tenant can apply for the return of two times their damage deposit



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DAMAGE DEPOSIT

A landlord can keep all of a deposit if:

- A tenant doesn't provide a forwarding address in writing within one year of moving out
- They have an order from the Residential Tenancy Branch that allows the landlord to keep the deposit

Getting your deposit returned

Your landlord can return your deposit by

- Delivering it in person
- Leaving it in your mailbox or mail slot
- Mailing it
- Sending it electronically

Resolving issues with return of Damage Deposit

If the landlord doesn't take action within the 15-day timeline, or if there is a disagreement about deposit deductions, first try to reach a solution by calmly discussing it with your landlord.

If this does not resolve the issue, you may need to apply for Dispute Resolution. Learn more about Dispute Resolution and how to apply at: http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/dispute-resolution

Dispute Resolution
This is the formal process through the Residential Tenancy Branch to resolved disputes between landlords and tenants. It's similar to a court proceeding.

The right to claim compensation doesn't end with the tenancy. Claims may be filed within two years after the tenancy ends – sooner is always better because things will be easier to remember. If one of the parties files a claim within that period, the other party can make a separate claim even if it falls outside the two year period, as long as they do so before the first claim is heard.

If you have questions, contact **The Residential Tenancy Branch** at:

- 604-660-1020 (Lower Mainland)
- 1-800-665-8779 (Elsewhere in B.C.)

Manufactured home (mobile home) park tenancies that began after December 31, 2003, do not require a tenant to pay a security or pet damage deposit for the pad rental only.

If a tenant has a tenancy agreement where they are renting both a manufactured home and the site (or pad) then they must pay a security deposit if the Landlord requires it.

Tenancy Forms can be found online at: http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms/forms-listed-alphabetically

For more information visit our website at www.AskAnAdvocate.ca



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MOVING SUPPLEMENT

The Ministry may provide a moving supplement in specific situations for individuals on income assistance, hardship assistance, or disability assistance.

Reasons The Supplement May Be Provided If:

- The person is moving to substantially less rent (approximately $100.00 less than current shelter amount),
- The individual's place has been sold, is being demolished or is condemned and notice to vacate has been given,
- The person is facing an imminent threat to the physical safety of anyone in the family unit,
- The Ministry may assist a person to move anywhere in Canada (if a person has confirmed employment). The Ministry may also assist a person to move to another province (if the move is to a permanent, supportive, positive environment that is not available in this province).

Eligibility

In order to qualify for the Moving Supplement, both the following MUST apply:

- There are no other resources available to the family to cover moving costs
- Must have approval first from the ministry before incurring moving costs

Storage Fees: If a person is eligible for the supplement and needs to store possessions for a limited time, storage fees may be paid by the ministry depending on the circumstances

Shipping Costs For Personal Possessions

Shipping for items such as heavy furniture or household goods will not be paid for recipients moving out of province. Exceptions may include items that are necessary to help with a person's disability (i.e. motorized mobility device).

Costs For Moving Due To Eviction

Individuals who are evicted due to their own actions are not eligible for assistance with moving costs. However, a crisis supplement may be considered.

How to Apply

- Contact the Ministry at 1-800-866-866-0800 to let them know you are moving and the reasons for your move. You must get approved for the moving supplement before proceeding.
- The Ministry will ask you to get a minimum of two moving estimates from licensed moving companies. (If you submit the cost of a rental truck, the moving supplement will cover the cost of the rental only and not cover cost of your labour or anyone who helps you.)
- Submit estimates to the ministry for approval. Once approved, arrangements will be made to cover the approved costs and you can go ahead with your moving arrangements.

Get approved first!

If you pay for costs of moving on your own before contacting the ministry, the ministry will not reimburse you for the moving costs as you will have shown you had the funds available to pay for the move.

For more information visit our website at www.AskAnAdvocate.ca



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RENT BANK

The Sources Rent Bank issues low income individuals and families a one-time crisis loan. A loan is provided for up to $1,200 for a single person or up to $1,600 for a family. These loans can be used for rental arrears or utility arrears. The Rent Bank can also provide a damage deposit and first month's rent in special circumstances.

Eligibility

- Income must be below the federal government's low income threshold
- Currently reside within the cities of Surrey, White Rock, or Delta
- Have experienced an unexpected one-time crisis which has caused you to be behind on your rent or utilities
- Not able to access other government assistance
- Have the means to repay the loan. (We require a certain amount of disposable income each month for repayment)
- Have no outstanding debt or undischarged bankruptcies
- You also need to provide 3 months of bank statements, picture ID and a Tenancy Agreement

For example: if you are fleeing an abusive situation or are currently homeless and have found housing we may be able to assist you, if you have a means to repay the loan.

To Apply

You can apply for the Rent Bank loan program by completing and submitting the Rent Bank Pre-Assessment application to the Newton Resource Centre.

The form is available

- In Person at Newton Resource Centre (#102-13771 72A Avenue, Surrey)
- Online Rent Bank Pre-Assessment Application Form (on the Ask An Advocate website)

Once completed, submit the application

- In person to Newton Resource Centre
- Fax to (604) 596-2319
- Email: srb@sourcesbc.ca

Paying Back The Loan

The loan repayment is on a monthly basis and withdrawn through pre-authorized payments through your bank account. The payback is calculated based on the loan terms and the amount borrowed. The maximum loan term is 24 months. There is no interest on the loans, only a small processing fee each month and an initial application fee. Both these fees are calculated in to your monthly pay back.

If You Are Not Eligible

We also source out other income supports and resources. We will try our best to find another community resource that will be able to better assist you.

For more information visit our website at www.AskAnAdvocate.ca

Tenant's Application for Dispute Resolution

Fast and easy! Apply online at www.gov.bc.ca/landlordtenant/online

#RTB – 12-T

☐ This application is being made under the *Manufactured Home Park Tenancy Act*
☐ This application is being made under the *Residential Tenancy Act*

DISPUTE ADDRESS: Address of the rental unit or manufactured home site in the dispute

unit/site #	street # and street name	city	province	postal code
			BC	

If additional space is required to list all parties, use and attach the *Schedule of Parties* (form RTB-26)

TENANT(S) INFORMATION: Applicant(s) - the person applying for dispute resolution

1st applicant first and middle name(s) | 1st applicant last name

2nd applicant first and middle name(s) | 2nd applicant last name

provide one email address for primary applicant

Email is not for service of documents. RTB will send decision/orders by email unless you ask RTB to send by a different method at the hearing.

Applicant Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site #	street # and street name	city	province	postal code

daytime phone | phone ☐ fax ☐ other

☐ Yes, I can receive my Notice of Dispute Resolution Proceeding Package by email and print copies for serving
☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Applicants to this application and is attached
☐ Yes, the Mailing Address is different from the Applicant Address, and is attached

LANDLORD(S) INFORMATION: Respondent(s) - the other party to the dispute

If entry is a business name, use 'last name' field box to enter the full legal business name

1st respondent first and middle name(s) | 1st respondent last name or full legal business name

2nd respondent first and middle name(s) | 2nd respondent last name

provide one email address, if known, for primary landlord

Email is not for service of documents. RTB will send the decision by email unless the Landlord asks RTB to send by a different method at the hearing.

Respondent Address: Address for service of documents or notices - where material will be given personally, left, faxed or mailed

unit/site #	street # and street name	city	province	postal code

daytime phone | phone ☐ fax ☐ other

☐ Yes, a *Schedule of Parties* (form RTB-26) is being used to add more Respondents to this application and is attached
☐ Yes, the Mailing Address is different from the Respondent Address, and is attached

TO FILE THIS APPLICATION:

Submit your application and a copy of your available evidence in-person to:

- Burnaby Residential Tenancy Branch: 400 – 5021 Kingsway or any Service BC Office

Do not give a copy of the Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you pay the application fee or obtain a fee waiver.

RTB use only – date stamp & initial

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* and *Manufactured Home Park 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.

I am no longer living in the rental unit and the tenancy ended on:
Note: If you are still living in the rental unit, please continue below.
If you have vacated the rental unit, continue with Section D on next page.

day ☐ month ☐ year ☐

This application is being filed in response to a related dispute at the same address.
Note: If this application is not in response to a related dispute, please continue below.

File number: ☐

SECTION A: Disputing a Notice to End Tenancy

Select the *Notice to End Tenancy* that you want to dispute (attach a copy of the Notice):

- ☐ I want to dispute a 10 Day Notice to End Tenancy Issued for Unpaid Rent or Utilities (form RTB-30)
- ☐ I want to dispute a One Month Notice to End Tenancy for Cause or End of Employment (form RTB-33)
- ☐ I want to dispute a Two Month Notice to End Tenancy Issued for Landlord's Use of Property or Because Tenant Does Not Qualify for Subsidized Rental Unit (form RTB-32)
- ☐ I want to dispute a Twelve Month Notice to End Tenancy for Conversion of a Manufactured Home Park (form RTB-31)

When was the *Notice to End Tenancy* referred to in this application served?
This is the date the landlord served the notice (which may not be the date you received the notice). This information may be included at the bottom of page one of the *Notice to End Tenancy.* If that information is not provided, enter the date you believe the landlord served the notice.

day ☐ month ☐ year ☐

How was it served? ☐

Request for Extension of Time

Are you filing your application after the dispute period indicated on the notice and requesting more time to file the application? You must have a serious and compelling reason why your application is submitted late. You must be prepared to show an arbitrator why you were unable to file your application within the allowable time.

- ☐ Allow tenant more time to make an application to cancel a *Notice to End Tenancy*

You must describe why you are disputing the notice(s)
In two or three sentences, describe why you are disputing the notice(s). Include any dates, times, people or other information that says who,what, where and when the issue arose or the event occurred. Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

SECTION B: Repairs, services/facilities, and access to the unit

- ☐ I need the landlord to make emergency repairs for health or safety reasons. I have contacted the landlord to make the repairs but they have not been completed
- ☐ I want repairs made to the unit, site or property. I have contacted the landlord in writing to make repairs but they have not been completed
- ☐ I want the landlord to allow access to the unit or site for me and/or my guests
- ☐ I want the landlord to provide services or facilities required by the tenancy agreement or law
- ☐ I want to obtain an order of possession of the rental unit or site

You must describe why these repairs, services/facilities, or access to the unit is being requested
In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

SECTION C: Restrictions to the landlord or other action sought

- ☐ I want to suspend or set conditions on the landlord's right to enter the rental unit or site
- ☐ I want authorization to change the locks to the rental unit
- ☐ I want the landlord to return my personal property
- ☐ I want to be allowed to assign or sublet and the landlord's permission has been unreasonably withheld
- ☐ I want the landlord to comply with the Act, regulation and/or the tenancy agreement

You must describe why this restriction to the landlord or order action is being requested
In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

SECTION D: Monetary or rent issue

- ☐ I want to dispute a rent increase that is above the amount allowed by law
- ☐ I want to reduce rent for repairs, or for services or facilities agreed upon but not provided in the amount of $
- ☐ I want compensation for my monetary loss or other money owed in the amount of $
- ☐ I want to be paid back for the cost of emergency repairs that I made during the tenancy in the amount of $
- ☐ I want part or all of my security or pet damage deposit back in the amount of $

The total request for the Monetary Order is: $

You must describe why this monetary order or rent reduction is being requested
In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Provide a detailed calculation of any monetary claim below or attached using *Monetary Order Worksheet* (form RTB-37). Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

SECTION E: Other

- ☐ Other issue not referenced elsewhere (for example, jurisdiction) (please specify below)

If you selected "Other" above, you must describe the issue.
Note: This claim may be used for claims regarding jurisdiction or other claims not specifically referenced elsewhere.
In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. Attach a separate sheet if necessary. Any additional sheets must be numbered and signed.

SECTION F: Recover filing fee

☐ Request for the cost of the filing fee to be recovered from the landlord

For applications with multiple applicants only, the primary applicant for this dispute is: ☐ 1st applicant ☐ 2nd applicant

☐ **For applications with multiple applicants only**: I certify by signing this application that I have the authority to act as the primary applicant for this dispute and that I will share all communication about this dispute with the other applicant(s).

I certify that I am the applicant or an authorized agent of the applicant, that all of the information that was provided in this application is true, correct and complete to the best of my knowledge and I understand it is a legal offense to provide false or misleading information to the Residential Tenancy Branch.

Signature: _____ **Date:** ☐ day ☐ month ☐ year

last name

first and middle name(s)

Application to Waive Filing Fee

#RTB – 17

Learn more about fee waivers online at: www.gov.bc.ca/landlordtenant/fees#Waiver

Your *Application for Dispute Resolution* is not considered to have been made until your application has been submitted and either the fee has been paid or all documents for a fee waiver have been submitted.

APPLICANT INFORMATION (the person applying for fee waiver)

First and middle name(s) | last name

Current Address

unit/site # | street # and street name | city | province | postal code

daytime phone | phone | ☐ fax ☐ other

HOUSEHOLD SIZE

What is the total number of household members?

- **Tenants**: Your household includes all tenants on the tenancy agreement and any family members or dependants of those tenants living in the rental unit or site. Unrelated individuals who are not on the tenancy agreement do not count as part of your household.
- **Landlords**: Your household includes you and all family members or dependents living in your residence.

HOUSEHOLD INCOME

What is the total monthly income before deductions of all household members counted above?

Box A: Total monthly household income $

PROOF OF INCOME (the Residential Tenancy Branch may ask for additional information or material)

Please check the box(es) and attach copies of the documents that you are providing with this application.

☐ Income Assistance statement ☐ Employment Insurance Benefits statement ☐ Pension statement(s)

☐ Recent pay stub(s) from employer(s) ☐ Bank statements for two most recent months ☐ Scholarship statement(s)

☐ Proof of rental income (rent ledgers, rent receipts or bank statements)

☐ Other:

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* and *Manufactured Home Park Tenancy Act*. If you have any questions regarding the collection of your personal information, please contact an information officer by calling 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

EXTRAORDINARY EXPENSES

I have had the following extraordinary expenses within the past eight weeks (see information below about eligible expenses). You must include supporting evidence to prove these extraordinary expenses.

Description 1		$
Description 2		$
Description 3		$

Box B: Total of extraordinary expenses $

Box A Monthly household income $

minus Box B: Extraordinary expenses $

Box C: Monthly income after expenses $

Extraordinary expenses may include:

- extraordinary medical expenses for you or your dependents;
- extraordinary transportation costs for medically necessary procedures not available in your community;
- funeral expenses including travel costs for immediate family (i.e. parent, spouse, child, grandchild, grandparent or sibling or the parent, child, grandchild, grandparent or sibling of your spouse;
- costs associated with an emergency such as a fire or flood, or other catastrophic event; or
- loss of income because:
  - you have lost your job but are not yet receiving unemployment benefits; or
  - you are not working due to illness or injury, but are not yet receiving disability benefits.

DECLARATION

I understand that if I do not attend the hearing for any valid legal reason, and have not withdrawn my application before the hearing, I may be required to pay the waived filing fee.

I confirm that all information I have entered is accurate, and I understand that submitting false information to the Residential Tenancy Branch to avoid paying the filing fee is a punishable crime.

OFFICE USE ONLY

Low-income cut-off $

☐ Approved ☐ Not approved

Notes:

Information officer

Cashier transaction No. _____

Cashier's initials _____

Applicant's Signature: _____ **Date:** day month year

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

Residential Tenancy Agreement

Important Notes: **#RTB–1**

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent 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 | B.C. 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

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: day | month | year

Check A, B or C

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

☐ 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 or E

☐ 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.

☐ 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 → ***Landlord's Initials*** ***Tenant's Initials***

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

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.

☐ Water	☐ Natural gas	☐ Garbage collection	☐ Refrigerator	☐ Carpets
☐ Cablevision	☐ Sewage disposal	☐ Recycling services	☐ Dishwasher	☐ Parking for _____ vehicles
☐ Electricity	☐ Snow removal	☐ Kitchen scrap collection	☐ Stove and oven	☐ Other:
☐ Internet	☐ Storage	☐ Laundry (coin-op)	☐ Window coverings	☐ Other:
☐ Heat	☐ Recreation facilities	☐ Free laundry	☐ Furniture	☐ Other:

☐ Additional information:

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

by _____ _____ _____

day month year

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

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

by _____ _____ _____

day month year

1) The landlord agrees
   a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
   b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
   c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
      i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
      ii) the landlord applies for dispute resolution under the *Residential Tenancy Act* within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
2) The 15 day period starts on the later of
   a) the date the tenancy ends, or
   b) the date the landlord receives the tenant's forwarding address in writing.
3) If a landlord does not comply with subsection (1), the landlord
   a) may not make a claim against the security deposit or pet damage deposit, and
   b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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

6. CONDITION INSPECTIONS

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

7. PAYMENT OF RENT

1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *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.
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)*

last name | first and middle name(s)

Signature: _____ **Date:** _____

last name | first and middle name(s)

Signature: _____ **Date:** _____

TENANT(S):

last name | first and middle name(s)

Signature: _____ **Date:** _____

last name | first and middle name(s)

Signature: _____ **Date:** _____

General Information about Residential Tenancy Agreements

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

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

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over th 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

12 Month Notice to End Tenancy for Conversion of Manufactured Home Park

#RTB – 31

Manufactured Home Park Tenancy Act, s. 42

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

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

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you twelve months' notice to move out of the manufactured home site located at:

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

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

REASON FOR THIS 12-MONTH NOTICE TO END TENANCY

The landlord has all necessary permits and approvals required by law and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

TENANT COMPENSATION

- A landlord who gives a tenant this Notice must pay the tenant, on or before the effective date of this Notice, an amount equal to 12 months' rent payable under the tenancy agreement.
- Following receipt of this Notice, a tenant who has a periodic tenancy may at any time give the landlord a minimum of 10 days notice to end the tenancy. Rent is payable only until the date the tenant permanently vacates the site. The landlord must still pay the 12-months rent as compensation.
- A tenant's notice to move in response to this Notice does not affect the tenant's right to compensation.
- If steps have not been taken to accomplish the stated conversion of the manufactured home park within a reasonable period after the effective date of this Notice, the landlord must pay the tenant an additional amount equal to 6 times the monthly rent that would have been payable under the tenancy agreement.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
    - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and you must vacate the manufactured home site on the date set out on page 1 of this Notice (you can move out sooner.) If you do not file the Application 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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives the Notice when it is assumed to be received. An arbitrator may set the Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to vacate the site, or if you believe the tenant does not intend to vacate the site and the deadline for the tenant 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) seize a tenant's personal property without a court order.

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

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

#RTB – 30

BECAUSE:

You have failed to pay rent
in the amount of $ _____
That was due on: day _____ month _____ year _____

You have failed to pay utilities
in the amount of $ _____ following
written demand on: day _____ month _____ year _____

Tenant: You may be EVICTED if you do not respond to this Notice.
You have five (5) days to pay the rent and utilities (if applicable) to the landlord or file an Application for Dispute Resolution with the Residential Tenancy Branch.

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

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

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

first and middle name(s) _____ last name _____
first and middle name(s) _____ last name _____

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

unit/site # _____ street number and street name _____ city _____ province _____ postal code _____
daytime phone _____ other phone _____ fax number for document service _____

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

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

first and middle name(s) _____ last name or full legal business name _____

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

unit/site # _____ street number and street name _____ city _____ province _____ postal code _____
daytime phone _____ other phone _____ fax number for document service _____

NOTICE TO END TENANCY: I, the landlord, am hereby giving you 10 days' notice to move out of the rental unit or manufactured home site located at:

unit number _____ street number and street name _____ city _____ B.C. province _____ postal code _____

By: day _____ month _____ year _____ (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day _____ month _____ year _____

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax **on:** day _____ month _____ year _____
☐ Other (e.g. director's order for substituted service): _____

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

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

If within 5 days you do not pay the rent and utilities (if applicable) or make an application for dispute resolution, the landlord can apply for dispute resolution for an order of possession through the Direct Request process.

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

- An *Application for Dispute Resolution by Direct Request* (form RTB-12LDR)
- A *Direct Request Worksheet* (form RTB-46)
- A copy of this Notice (form RTB-30)
- *Proof of Service Notice to End Tenancy* (form 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. Fraud is the *only* reason that will be considered for a review of the decision.

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

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

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
    - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is considered to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH 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.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

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

12 Month Notice to End Tenancy for Conversion of Manufactured Home Park

#RTB – 31

Manufactured Home Park Tenancy Act, s. 42

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

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

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you twelve months' notice to move out of the manufactured home site located at:

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

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

REASON FOR THIS 12-MONTH NOTICE TO END TENANCY

The landlord has all necessary permits and approvals required by law and intends in good faith, to convert all or a significant part of the manufactured home park to a non-residential use or a residential use other than a manufactured home park.

TENANT COMPENSATION

- A landlord who gives a tenant this Notice must pay the tenant, on or before the effective date of this Notice, an amount equal to 12 months' rent payable under the tenancy agreement.
- Following receipt of this Notice, a tenant who has a periodic tenancy may at any time give the landlord a minimum of 10 days notice to end the tenancy. Rent is payable only until the date the tenant permanently vacates the site. The landlord must still pay the 12-months rent as compensation.
- A tenant's notice to move in response to this Notice does not affect the tenant's right to compensation.
- If steps have not been taken to accomplish the stated conversion of the manufactured home park within a reasonable period after the effective date of this Notice, the landlord must pay the tenant an additional amount equal to 6 times the monthly rent that would have been payable under the tenancy agreement.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
    - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and you must vacate the manufactured home site on the date set out on page 1 of this Notice (you can move out sooner.) If you do not file the Application 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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives the Notice when it is assumed to be received. An arbitrator may set the Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to vacate the site, or if you believe the tenant does not intend to vacate the site and the deadline for the tenant 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) seize a tenant's personal property without a court order.

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

Two Month Notice to End Tenancy for Landlord's Use of Property

Residential Tenancy Act, s. 49

Two Month Notice to End Tenancy Because the Tenant Does Not Qualify for Subsidized Rental Unit

Residential Tenancy Act, s. 49.1

#RTB – 32

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

Tenant Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

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

first and middle name(s) | last name

Landlord Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page 1 of a 2-page Notice.

The landlord must sign page 1 of this Notice and must give the tenant pages 1 & 2.

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

REASON FOR THIS TWO MONTH NOTICE TO END TENANCY (check the box that applies)

☐	The rental unit will be occupied by the landlord or the landlord's close family member (parent, spouse or child; or the parent or child of that individual's spouse).
☐	The landlord is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
☐	All of the conditions for the sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.
☐	The landlord has all necessary permits and approvals required by law to demolish the rental unit, or renovate or repair the rental unit in a manner that requires the rental unit to be vacant.
☐	The landlord intends to convert the residential property to strata lots or a not-for-profit housing cooperative.
☐	The landlord intends to convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
☐	The landlord has all necessary permits and approvals required by law to convert the rental unit to a non-residential use.
☐	The tenant no longer qualifies for the subsidized rental unit.

TENANT COMPENSATION FOR LANDLORD'S USE OF PROPERTY

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

FIXED-TERM TENANCY AGREEMENTS

- A landlord cannot end a fixed-term tenancy agreement early without the written agreement of the tenant.
- A fixed term agreement that does not require the tenant to move out at the end of the term must be ended with proper notice or by mutual agreement.
- A notice to end tenancy is not required for fixed-term tenancies where a tenant must move out at the end of the term.

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
    - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 15 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 15 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (you can move out sooner upon giving the landlord ten days written notice). If you do not file the Application or move out, your landlord can apply for an Order of Possession.

Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

One Month Notice to End Tenancy for Cause

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

One Month Notice to End Tenancy for End of Employment

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

#RTB – 33

Landlord: check the appropriate box	☐ Manufactured home site, *Manufactured Home Park Tenancy Act*
	☐ Rental unit, *Residential Tenancy Act*

Tenant: You may be EVICTED if you do not respond to this Notice.

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

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

first and middle name(s) | last name

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

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

first and middle name(s) | last name

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

unit/site # | street number and street name | city | province | postal code

daytime phone | other phone | fax number for document service

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

unit number | street number and street name | city | B.C. province | postal code

By: day | month | year (date when tenant must move out of the rental unit or vacate the site)

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** _____ **Date signed:** day | month | year

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

Notice served: ☐ In person ☐ On the door or in mail box or mail slot ☐ By mail ☐ By fax ☐ Other (e.g. director's order for substituted service): _____ **on:** day | month | year

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

This is page one of a two-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages one and two.

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

REASONS FOR THIS ONE MONTH NOTICE TO END TENANCY (check all boxes that apply):

- ☐ Tenant is repeatedly late paying rent.
- ☐ Tenant has allowed an unreasonable number of occupants in the unit/site.
- ☐ 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.
  - ☐ 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.
- ☐ 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 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.
- ☐ Tenant's rental unit/site is provided by the employer to the employee to occupy during the term of employment and employment has ended.

DETAILS OF CAUSE(S): Include any dates, times, people or other information that says who, what, where and when caused the issue. The RTB may cancel the notice if details are not described. Attach separate sheet(s) if necessary (signed and numbered).

WHEN THE NOTICE IS CONSIDERED TO BE RECEIVED BY THE TENANT

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is considered to have received the Notice, unless there is evidence to the contrary, on the following:
  - three days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or, faxes it to a number provided by the tenant; or,
  - five days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

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; the deeming provisions do not give you extra time to respond.

INFORMATION FOR LANDLORDS

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, an arbitrator may decide that, in the circumstances, the tenant cannot be said to be “repeatedly late.”
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant’s deadline to dispute this Notice has expired, you can 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.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.
- An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page two of a two-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages one and two.

Working with LSS Intake



April 2018

Deneen, Provincial Supervisor, Legal Aid Applications

Our Clients

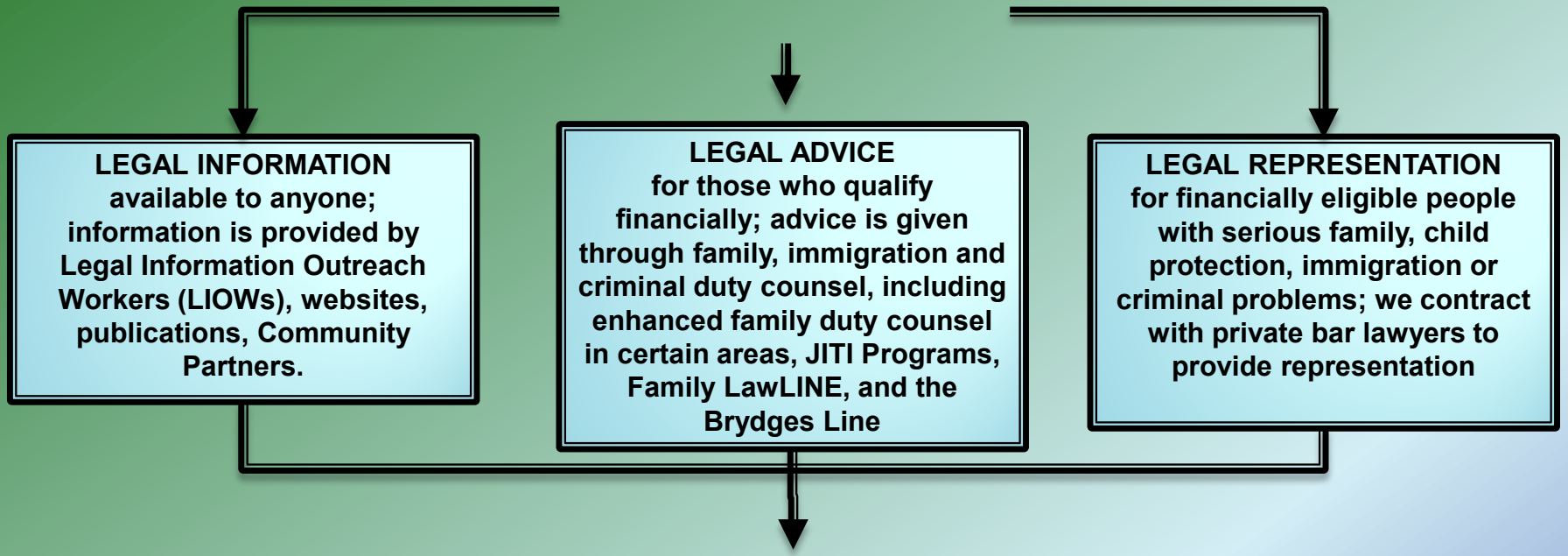






Services Overview

Legal Aid



Legal Information

Legal Information Outreach Worker





Community Partners

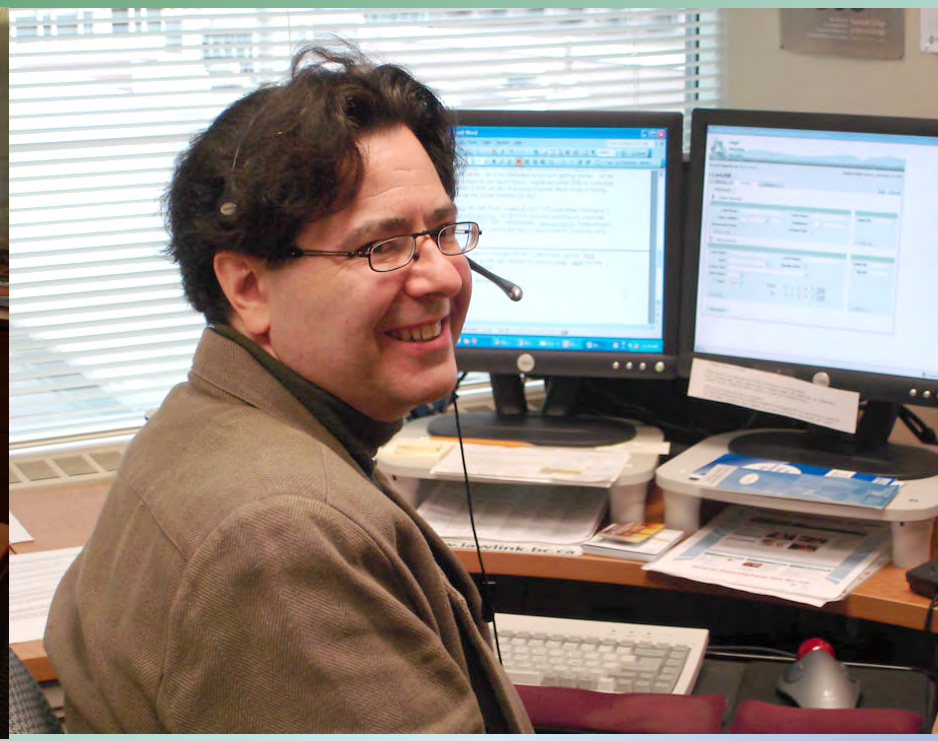
Community partners are available in 34 communities around the province. Clients can:

- get free legal information;
- call Legal Aid;
- find nearest Legal Aid office;
- get legal help online; and
- connect with people who can help.



Legal Advice





Duty Counsel

Family LawLINE

Duty Counsel

Duty Counsel provides legal advice in the following areas of law:

- Family
- Criminal
- Immigration (if in detention)

Justice Innovation and Transformation Initiatives (JITI)

- Expanded Criminal Duty Counsel (Port Coquitlam)
- Expanded Family Duty Counsel (Victoria) – modeled on the Vancouver Expanded Duty Counsel Program
- Expanded Family Law Line
- Parent Legal Centres (Vancouver and Surrey) – Child Protection.



APPLYING FOR LEGAL AID

Call LSS Provincial Call Centre at 604-408-2172 in Greater Vancouver or 1-866-577-2525 (no charge)

Clients applying for immigration matters can call the LSS Immigration Line at 604-601-6076 or 1-888-601-6076 (no charge)



Come into one of our Legal Aid offices, their contact information is available on our website *www.legalaid.bc.ca*

Legal Aid Offices

There are 35 communities in BC where someone can apply for legal aid in person and get legal information.



Who Qualifies for Legal Aid?

A client qualifies for legal aid when:

- The legal problem is covered by LSS; and
- The client meets LSS financial guidelines



What Legal Problems Are Eligible For Coverage?

Criminal – Where charges are serious and there is a likelihood of jail



Family Law – Serious family situations regarding parenting (guardianship, parenting time, parenting arrangements), protection orders, child support, and more depending on the issues. And the issues need to be addressed immediately to ensure the safety of the children and/or the client.



Child Removal – Where the Ministry of Children and Family Development or a Designated Agency has removed a child(ren) or where there is a risk or threat of a child(ren) being removed. We also look at custody and/or access issues arising from a child in permanent care (Discretionary).



Reciprocals – Where the client lives in one province and their Family or CFCSA (Child Protection) matter is in another province.



Immigration – Where the client may wish to claim refugee status or where the client faces an immigration proceeding that may result in their removal from Canada.



Financial Eligibility

Representation Income Chart

Household Size	Monthly Net Income
1	$1,580
2	$2,210
3	$2,840
4	$3,470
5	$4,100
6	$4,730
7 or more	$5,360

Effective April 1, 2018



Financial Eligibility

LEGAL ADVICE GUIDELINES

Household Size Monthly Net Income

1 – 4	$3,470
5	$4,110
6	$4,770
7 or more	$5,390



- Effective April 1, 2018

Financial Eligibility

Personal Property (All case types)

Household Size	Exemption
1	$2,000
2	$4,000
3	$4,500
4	$5,000
5	$5,500
6 or more	$6,000



Effective April 1, 2018

FINANCIAL DISCRETIONARY COVERAGE

Legal Representation – Criminal, Family, CFCSA, Immigration, and Appeal Cases

- If an applicant is over the financial eligibility guidelines, by approximately $100 – $200 on income or $500 on assets, and the matter is a serious and complex case, and there is available budget, it can be sent for discretionary coverage review



Requesting A Review of A Denial

A client can request a review of a denial for legal aid

- This request must be in writing
- The client should state why they disagree with the denial and explain why they believe they should get legal aid
- The client should include any supporting documents

Coverage and financial eligibility reviews must be submitted within 30 days of the denial of legal aid to:

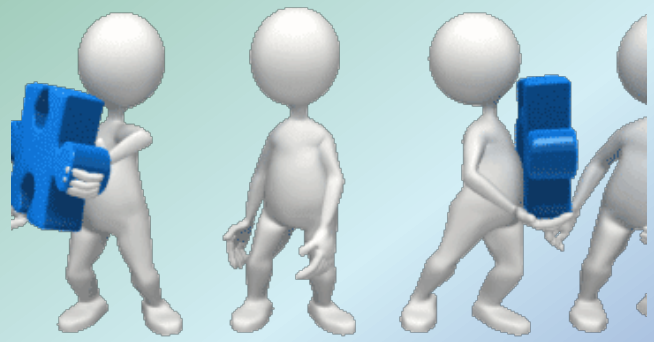
Provincial Supervisor
Vancouver Regional Centre
400 – 510 Burrard Street
Vancouver, BC V6C 3A8
Fax: 604-682-0787



Working Together

You can help your clients:

- Understand the intake process
- Prepare for the interview
- Organize documentation



- Make sure they follow up and provide intake with requested information

Presenter: Deneen

Provincial Supervisor, Legal Aid Applications
Phone: 604-601-6217
Fax: 604-682-0787
E-Mail: deneen.vancouver@lss.bc.ca



Legal Aid Services for Indigenous People





Legal Services Society

aboriginal.legalaid.bc.ca



Indigenous Services department



GOAL

To improve access to justice for Indigenous people.

VISION

A British Columbia where Indigenous people have equitable access to justice.

MISSION

To promote access to justice for Indigenous people using a holistic approach that seeks out and includes Indigenous people, knowledge and perspectives.

Indigenous Services department



Design, develop and manage Indigenous services within our budget and domain.

Consult with Indigenous communities on legal needs.

Coordinate legal aid services for Indigenous people across BC.

Provide advice to LSS management and the LSS Board on policy, administration, and management issues affecting Indigenous services.

Indigenous Publications



Aboriginal Website



Indigenous Legal Services





Aboriginal Community Legal Worker



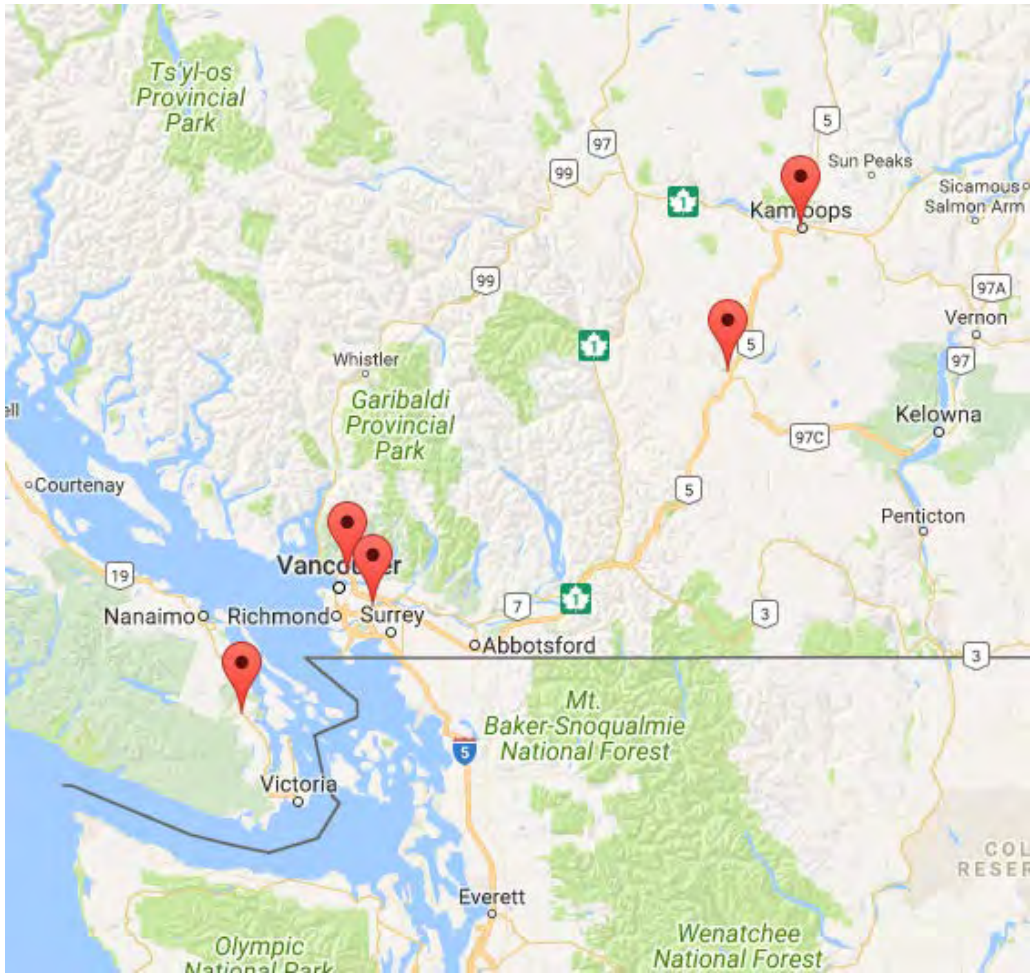
Donna Moon

Provides services in
Duncan & Nanaimo

Aboriginal community legal workers are Legal Services Society (LSS) staff who can:

- give legal information and limited advice about:
  - family and child protection law,
  - Indian residential schools,
  - housing, and
  - wills and estates
- explain the legal process and other options such as mediation
- attend court with you
- help you prepare forms and letters
- participate in negotiations
- talk on your behalf to:
  - Ministry of Children and Family Development staff,
  - a legal aid lawyer,
  - duty counsel, or
  - your band
- give referrals to other services

First Nations Courts



We support First Nations Courts in 6 locations

- New Westminster
- Kamloops
- Duncan
- North Vancouver
- Merritt
- Prince George

Duty Counsel

Elders

LSS Gladue Initiatives



Gladue Reports

Gladue reports are produced for the court, for either bail or, more commonly, sentencing hearings. Their purpose is to paint a complete picture of the Aboriginal offender, by including information about his or her background and Aboriginal community, and the specific circumstances that brought him or her before the court.

Gladue Resources

- Your Gladue Rights booklet
- Gladue Rights at Bail and Sentencing infographic poster
- Gladue Submission Guide
- Gladue Report Guide

LSS Gladue Report Pilot Project

- LSS has a roster of Gladue report writers
- Legal Aid defence counsel can request a Gladue report for their Legal Aid client
- If approved, Legal Aid funds the preparation/writing of the report

LSS PROJECTS & ADVICE SERVICES: UPDATE



Legal Aid Bootcamp

April 23 & 24, 2018

Presentation By:

Olga Volpe

Manager, Family Law Services

Legal Services Society

- *British Columbia government gave LSS funding of $2 million/year for 3 years*
- *Pilot Projects ran from April 1, 2014 to March 31, 2017*
- *Three independent evaluations of each pilot project provided information to government for consideration of continuation/expansion of these projects*

PILOT PROJECTS

1. *Expanded Criminal Duty Counsel – Port Coquitlam*
2. *Expanded Family Duty Counsel - Victoria*
3. *Family LawLINE – province-wide*
4. *Parents Legal Centre – Vancouver*

Expanded Criminal Duty Counsel (EXP CDC)

Available in Port Coquitlam

- *Client must have a Port Coquitlam matter & contact CDC there*
- *Out of custody duty counsel*
- *Goal is to get clients connected with one lawyer early in their court process so they get an early resolution for less complex matters*

What has changed with EXP CDC?

- *Continued service from the same lawyer prior to fixing a trial date*
- *In addition to assistance on court remand days, clients can also make appointments to discuss and prepare for their case with the CDC lawyer on non-remand days*
- *Number of court appearances have been reduced by approximately 50% -- from 7.4 to 3.8 appearances/client from first appearance to resolution*
- *Length of time to reach resolution is being reduced from an average of 197 days to 56 days from date of first appearance*

Expanded Family Duty Counsel (EXP FDC)

Available at the Victoria Justice Access Centre

- *Clients receive up to 6 hours of service*
- *Operated by a team of two lead lawyers, two administrative assistants, plus a roster of family duty counsel lawyers*
- *Client files are maintained to allow for continuity of service*
- *Clients can book follow-up appointments with the same lawyer*
- *Provides legal coaching to help people who are self-representing*

Expanded Family Duty Counsel (EXP FDC) continued

- *Referrals to other services, including online resources and other public agencies*
- *Other services are co-housed in the Justice Access Centre which allows for coordination of referral services and additional support for clients*
- *Interpreters provided for office appointments if pre-arranged*
- *Phone 1-250-356-7035 to make an appointment (Monday to Friday from 8:30 a.m. to 4:00 p.m.)*

Expanded Family LawLINE

Available province-wide

- *Lawyers located around the province give information, advice, and assistance on family law and child protection matters*
- *Operated by a lead lawyer, administrative assistants, and a roster of lawyers located around the province*
- *Hours of service for telephone advice are expanded*
  - *Mon, Tues, Thurs, Fri* *9:00 am – 3:00 pm*
  - *Wed* *9:00 am – 2:30 pm*
- *Additional hours for appointments*
- *Clients are referred to the service via LSS Intake, Family Justice Counsellors, community agencies, advocates and support workers*

Expanded Family LawLINE continued

- *Clients receive up to 6 hours of telephone advice*
- *Clients are encouraged to schedule a telephone appointment for up to 45 minutes per session*
- *Administrative assistant maintains digital client files and records, sets appointments, etc.*
- *Digital client files are maintained to allow for continuity of service by a roster of lawyers located throughout the province*
- *Lawyers advise and support clients who have court or non-court matters and are not able to access Family Duty Counsel lawyers in person*

Expanded Family LawLINE continued

- *Lawyers advise and support Family Justice mediation clients*
- *Referrals to other services, including online resources and other public agencies*
- *Legal coaching to help people who are self-representing*
- *Interpreters available if needed*
- *First-time Family LawLINE clients call 604-408-2172 or toll-free 1-866-577-2525*

Expanded Family LawLINE continued

- *Financial eligibility for Family LawLINE is the same as for other advice services such as Family Duty Counsel*

Family advice services

Family legal advice services have a financial eligibility test

To be eligible for family advice services, your **net monthly household income** must be below the amount for your household size in the table below.

Household size* *(number of family members)*	Net monthly income** *(income after deductions)*
1 – 4	$3,470
5	$4,110
6	$4,770
7 or more	$5,390

*Family members include children and parent(s) or other adult(s) responsible for and living with the children.

Income is your **net income from all sources (excluding a **common-law** partner of two years or less) and child support payments.

Parents Legal Centre (PLC)

Available in Vancouver (Robson Square) and Surrey

- *Case has to be in catchment area of Robson Square (Vancouver) Provincial Court or Surrey Provincial Court*

- *MCFD or DAA of:*
  - *Vancouver or Burnaby (Robson Square-Vancouver)*
  - *Surrey, White Rock or Langley (Surrey)*

- *For parents (or person who regularly cares for a child i.e. in place of a parent), and there is:*

  - *removal;*
  - *Risk of removal; or*
  - *pregnancy, and risk of removal on birth of child.*

  HOW TO APPLY:
  Contact LSS Intake in Vancouver, Local Agent in Surrey or the Provincial Call Centre
  PLC Vancouver 604.601-6310
  PLC Surrey 604.595-4360

Parents Legal Centre (PLC) continued

- *PLC has two full-time lawyers, an advocate and an administrative assistant*
  - *Surrey will soon add an Aboriginal Community Legal Worker to team*
- *Designed to be culturally sensitive and easily accessible to the clients served*
- *The lawyers and the advocates work with and on behalf of parents to focus on early collaborative solutions*
- *"Early?" = often before the children are even taken into government care, or prior to birth of the child*
- *Expanded financial eligibility criteria -- some PLC clients would have otherwise been without representation as they would not have qualified for a tariff contract*

Parents Legal Centre (PLC) continued

- *Grand Chief Ed John's report on Indigenous Child Welfare released November 21, 2016 recommended expansion of the PLC*

- *2017 - LSS has received additional funding from the BC government to expand the PLC to Surrey (opened Feb/18) and to consider expansion to other possible locations based on the Grand Chief's recommendations*

- *2018 – received additional funding from BC govt to expand to additional locations outside Metro Vancouver*

- *Discussions and planning with indigenous leaders and others on possible locations for additional PLCs, which would serve locations outside of Metro Vancouver including smaller/more remote communities – plans to open next ones late this year or early next year*

What have we learned so far from all pilots?

- *The BC government liked what we accomplished: funding now provided to support these "pilots" as part of our core services*

- *Importance of integration with other services*
  - *Telephone, online resources*
  - *Mediation & advice*
  - *Community supports*
  - *Legal resources such as Justice Access Centres and family law website*

- *Ease of accessibility for clients*
  - *Location and hours of in-person services*
  - *Telephone services available to clients located anywhere*
  - *Community outreach by all these LSS services to increase awareness*

- *Continuity of counsel (or, at a minimum, file continuity) is key to better outcomes and client satisfaction in summary advice and limited representation services*

- *We are filling a gap – providing services that aren't otherwise available*

LEGAL INFORMATION PUBLICATIONS AND WEBSITES



LEGAL AID BOOTCAMP
APRIL 2018
PATRICIA LIM



Legal Services Society
British Columbia
www.legalaid.bc.ca

PUBLIC LEGAL EDUCATION AND INFORMATION

- Overview of publications
- How to order free publications
- Legal information websites
  - Family Law Website
  - Aboriginal website
  - MyLawBC

FREE

PUBLICATIONS

LSS Publication Readability

How much legal understanding is needed?

Level 1 — None needed.
No legal understanding required. Outline or "first step" information, written in clear language for those with no previous knowledge or experience with the law.

Level 2 — Some helpful.
Some understanding helpful but not essential. Offers all basic information on a topic, meant for those who are reasonably comfortable reading and who may have a general sense of some legal concepts.

Level 3 — Some needed.
Basic familiarity assumed. Detailed material, written primarily as a reference for the advocate/intermediary audience, although accessible to members of the public with adequate literacy skills.

Legalaid.bc.ca/read

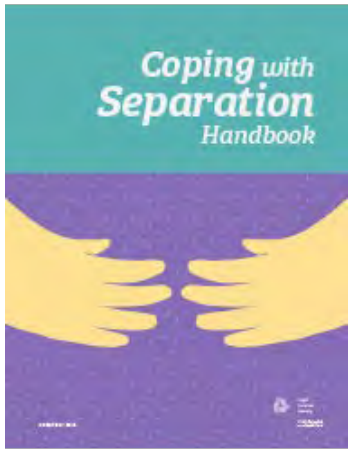
FAMILY LAW

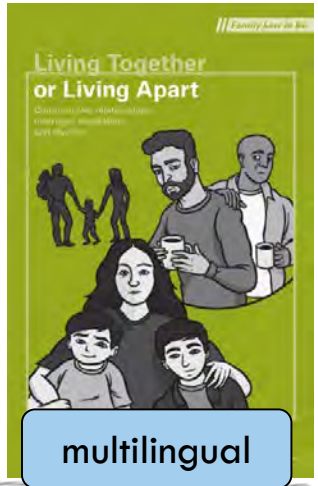
Level 1



multilingual

Level 2





multilingual

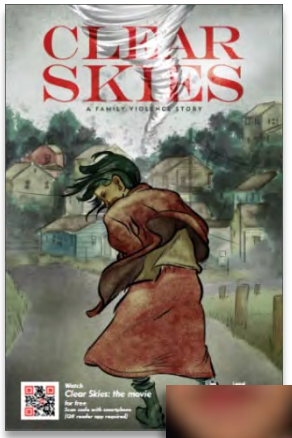




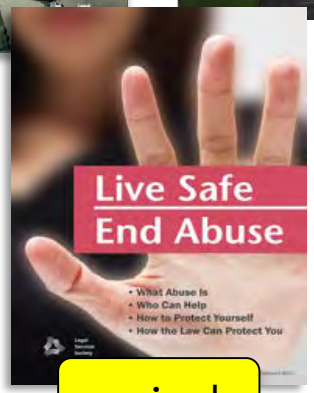
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ABUSE & FAMILY VIOLENCE

Level 1







revised

multilingual

Level 2





revised

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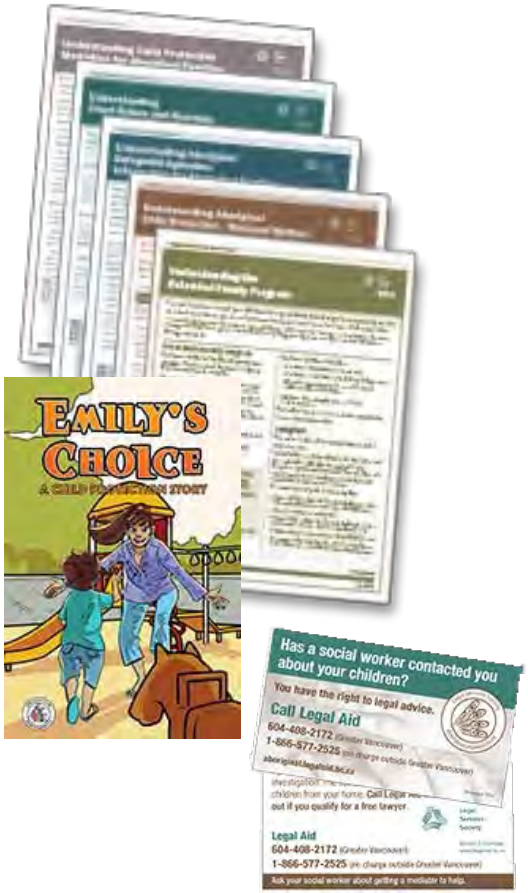
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CHILD PROTECTION

Level 1



Level 2



revised

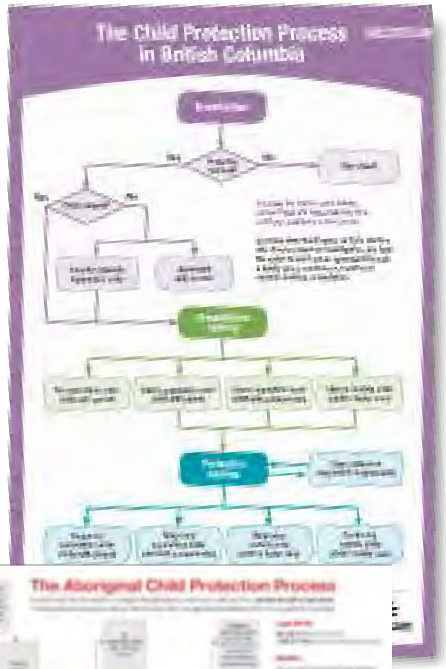


online



revised

Level 3



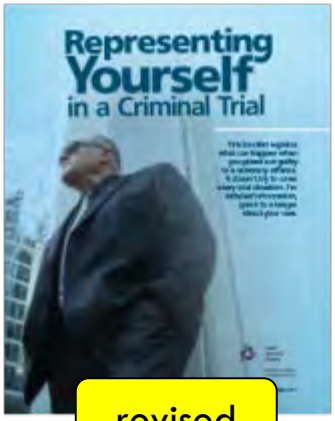


CRIMINAL

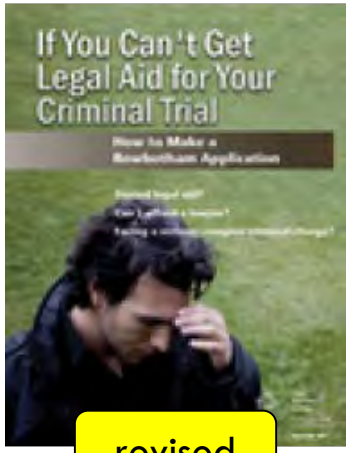
Level 1



Level 2



revised



revised



WELFARE

Level 1



New!



online

IMMIGRANT & REFUGEES

Level 1



multilingual

Level 2



revised

multilingual

LETTING PEOPLE KNOW ABOUT LSS SERVICES



multilingual



New!



New!

ABORIGINAL

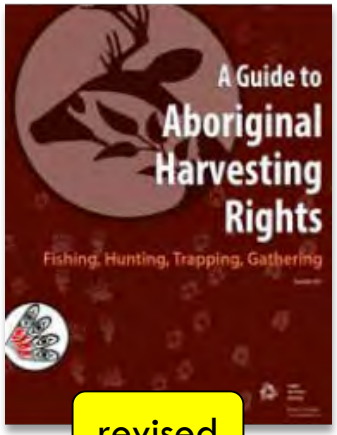
Level 1



Level 2

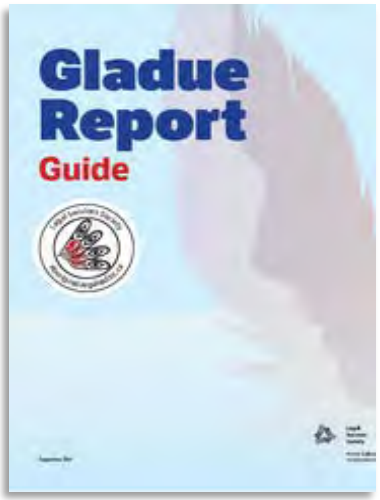


updated



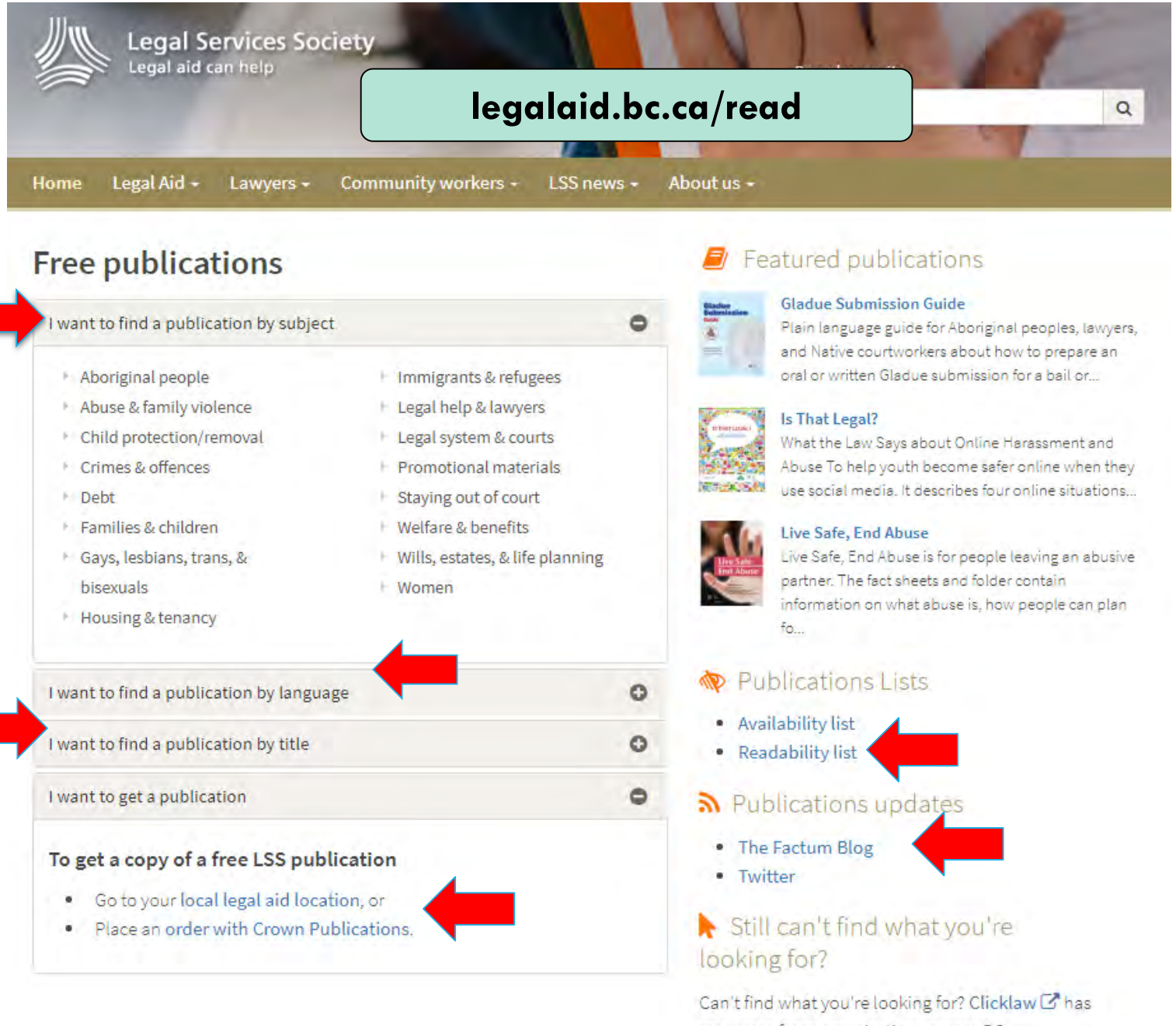
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Level 3

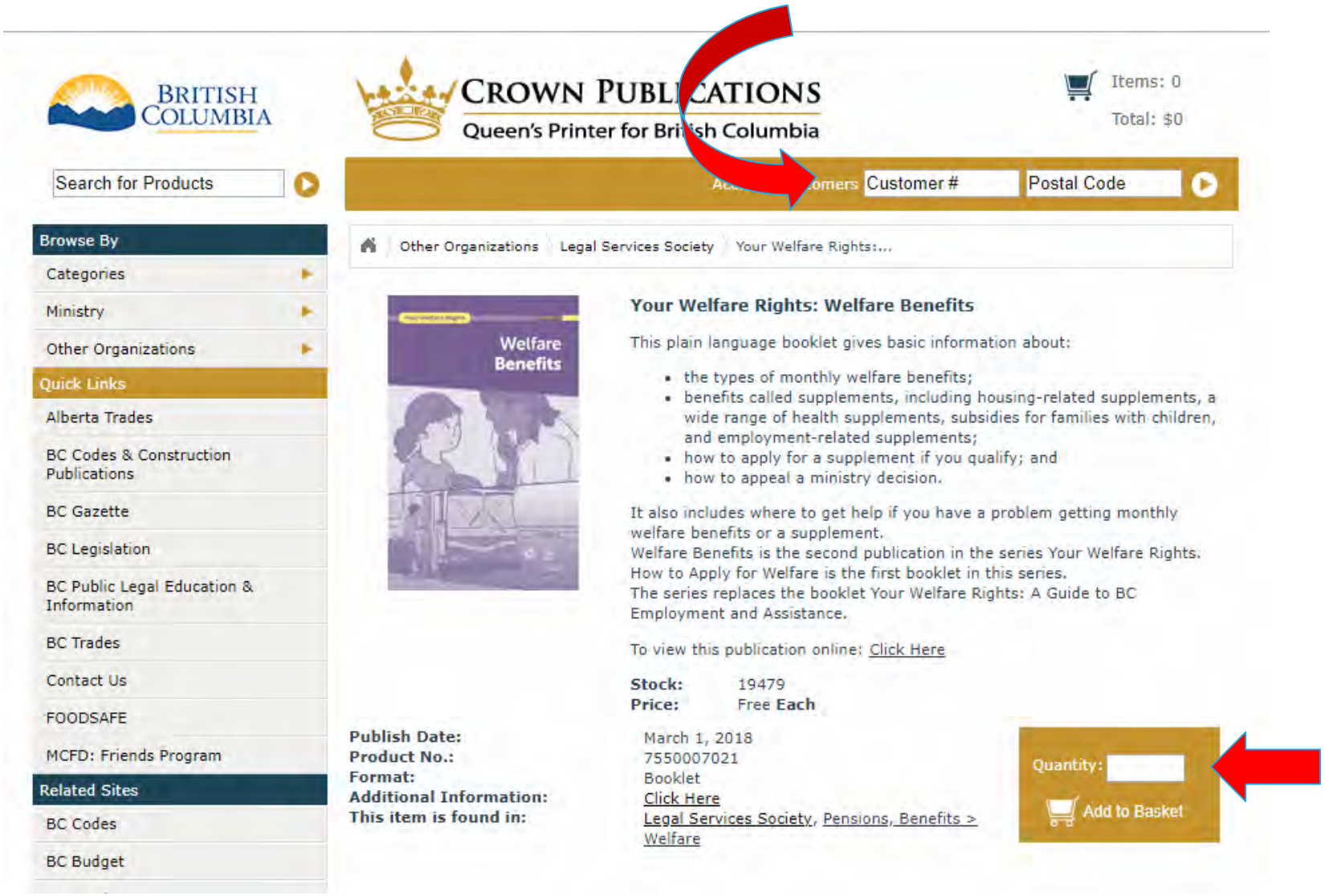


HOW TO ORDER PUBLICATIONS for FREE

Ordering process



Crown Publications



www.crownpub.bc.ca

LEGAL INFORMATION WEBSITES

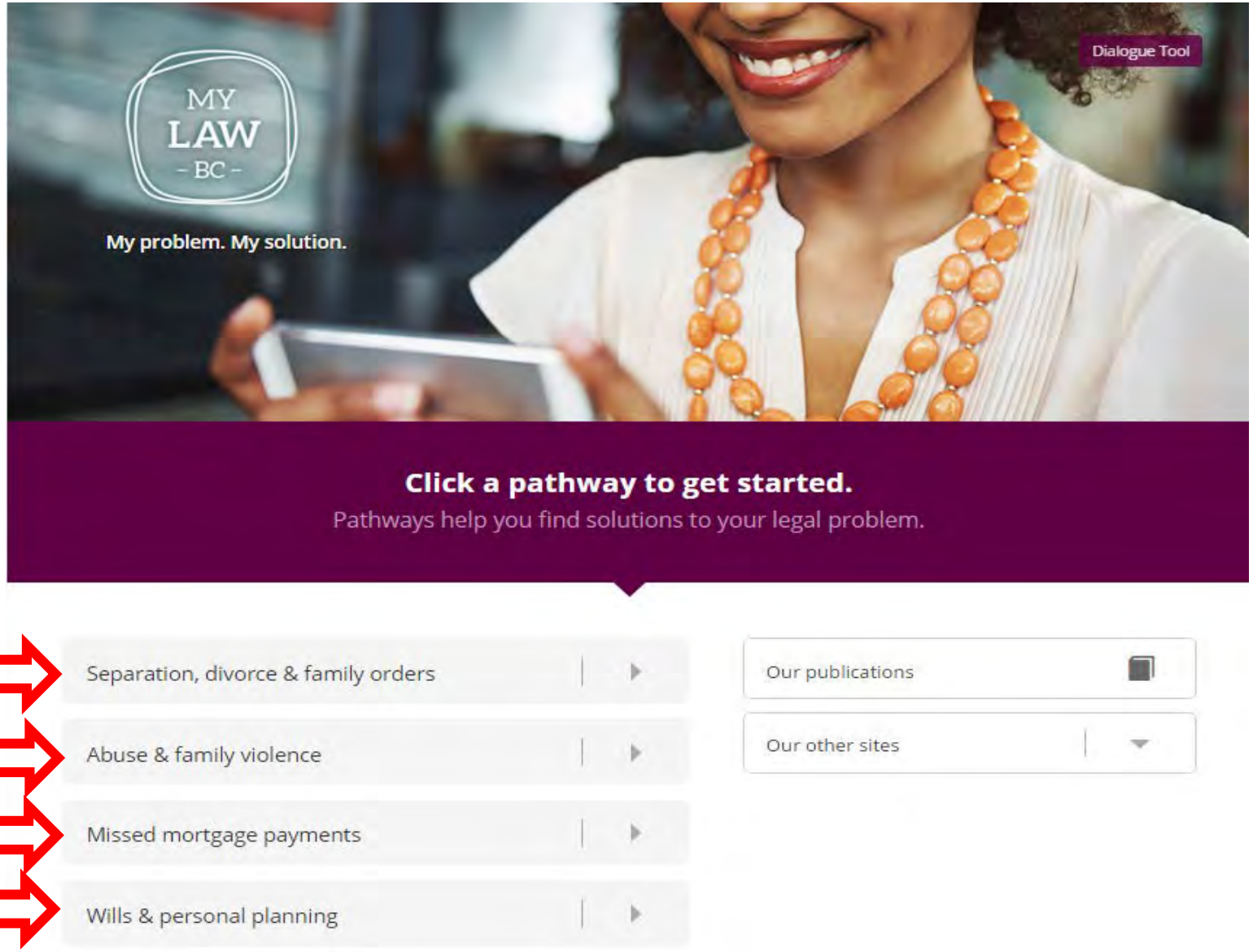
- Family Law Website
- Aboriginal Legal Aid in BC
- MyLawBC



familylaw.lss.bc.ca



aboriginal.legalaid.bc.ca



WWW.MYLAWBC.COM

DO YOU WANT TO MAKE OUR WEBSITES AND PUBLICATIONS BETTER FOR YOUR CLIENTS?

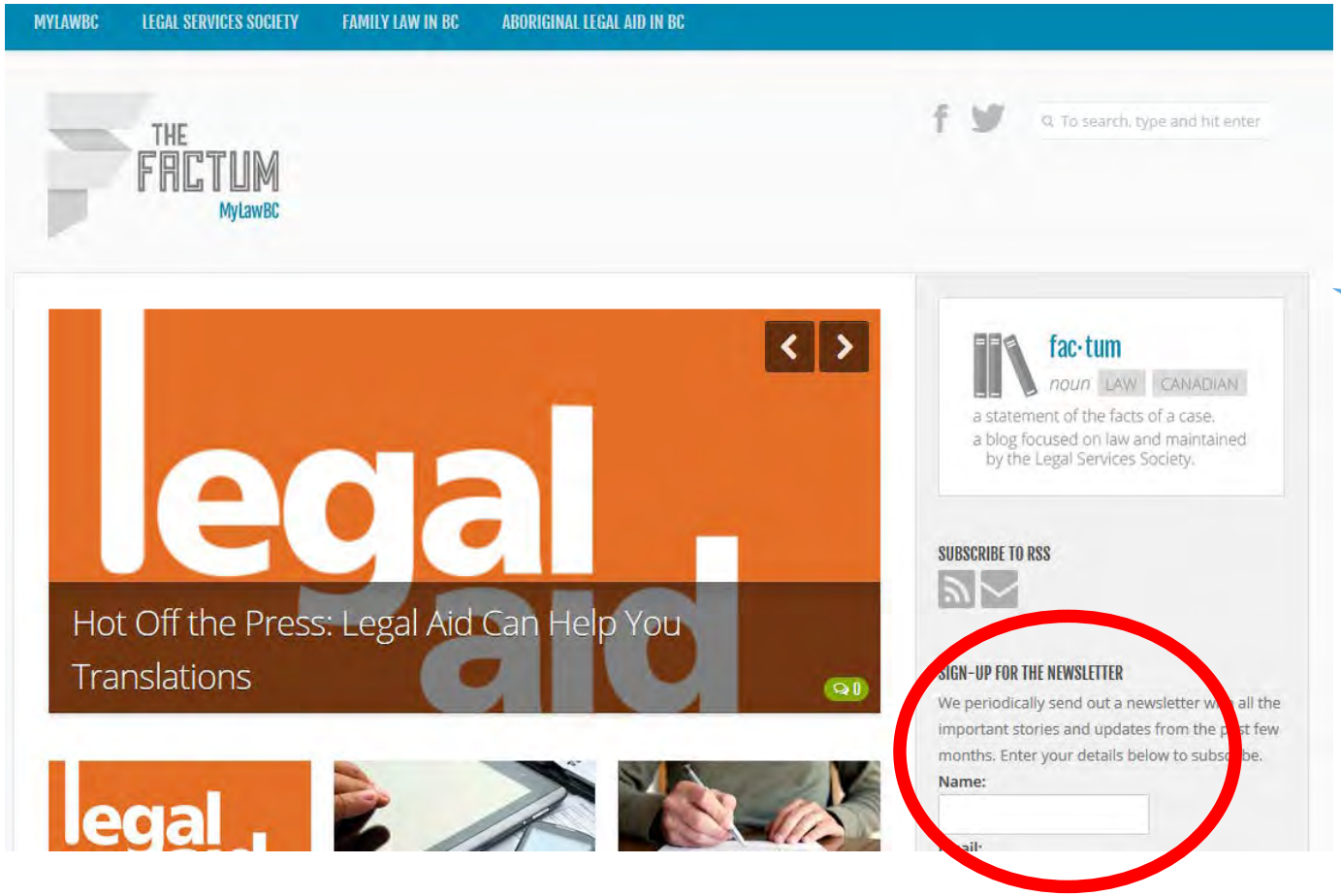
- We want your help in recruiting people to give feedback on our publications and websites.
- Clients will be reimbursed for their time.



If you're interested, please put your name on one of the sign-up sheets circulating around the room.

LSS ON SOCIAL MEDIA

factum.mylawbc.com



@legalaidBC

Thank you!

Patricia Lim
Publications Development Coordinator
Patricia.Lim@lss.bc.ca | 604.601.6054

Legal Services Society
British Columbia
www.legalaid.bc.ca

Legal Services Society
www.legalaid.bc.ca

THE LAW FOUNDATION OF BRITISH COLUMBIA

Presenter: karima budhwani, Program Director

Vision

A society where access to justice is protected and advanced.

Mission

To advance and promote a just society governed by the rule of law, through leadership, innovation and collaboration.

Program Objectives

The Law Foundation's funds are directed to five mandated areas:

- Legal education
- Legal research
- Legal aid
- Law reform
- Law libraries

1. Legal Education

To make the law more accessible through:

a) increasing public awareness of the law and the justice system;

b) providing education to groups with particular legal needs; and

c) assisting in the academic and professional development of those providing legal services

2. Legal Research

To advance the knowledge of:

a) law;

b) social policy; and

c) the administration of justice

3. Legal Aid

1) To assist in the provision of legal services, including:

   a) advice to and representation of economically disadvantaged persons; and

   b) support of community service and non-profit organizations that address issues that benefit groups of disadvantaged persons or the public.

2) To facilitate access of the public to the justice system.

4. Law Reform

To encourage and support projects promoting changes to the law and the administration of justice in accord with current knowledge, values and technology.

5. Law Libraries

1) To assist law libraries and resource centres to keep their materials current
2) To encourage and support projects that improve the utility and accessibility of legal and law-related materials

PUBLIC LEGAL EDUCATION PROGRAMS FUNDED BY THE LAW FOUNDATION

- **Canadian Bar Association, BC Branch**
  - Dial-A-Law Program
    Website: https://www.cbabc.org/For-the-Public/Dial-A-Law
- **Courthouse Libraries BC**
  - LawMatters At Your Local Public Library Program
    Website: https://www.courthouselibrary.ca/connect-collaborate/lawmatters
  - Clicklaw
    Website: https://www.clicklaw.bc.ca/

- **Justice Education Society**
  - Ask JES Program

    Website: https://www.justiceeducation.ca/content/legal-help

- **Legal Services Society**
  - MyLawBC Program

    Website: http://www.mylawbc.com/
  - Family Law Program

    Website: http://www.familylaw.lss.bc.ca/
  - Aboriginal Legal Aid in BC Program

    Website: http://aboriginal.legalaid.bc.ca/

- **People's Law School**

  Website: https://www.peopleslawschool.ca/

ADVOCACY PROGRAMS FUNDED BY THE LAW FOUNDATION

Abbotsford Community Services

- *Gurcharan Dhillon, Advocate/Program Coordinator*
  Tel: 1-604-859-7681; Email: Gurcharan.Dhillon@AbbotsfordCommunityServices.com
- Sarbjit Gill, Legal Advocate for Farm Workers
  Tel: 1-604-859-7681 ext. 307; Email: legaladvocacy@abbotsfordcommunityservices.com
- Ilena Candiani, Legal Advocate
  Tel: 1-604-859-7681 ext. 207; Email: Ilena.Candiani@AbbotsfordCommunityServices.com
- Kim Donaldson, Legal Advocate
  Tel: 1-604-859-7681; Email: kim.donaldson@abbotsfordcommunityservices.com
- Claudia Stoehr, Legal Advocate
  Tel: 1-604-859-7681 ext. 203; Email: claudia.stoehr@abbotsfordcommunityservices.com

Progressive Intercultural Community Services

- *Gurpreet Pabla, Legal Advocate*
  Tel: 604.596.7722; Email: gurpreet.pabla@pics.bc.ca

SHARE Family and Community Services

- *Heather Stacey, Legal Advocate*

  Tel: 604-540-9161; Email: heather.stacey@sharesociety.ca

Sources Community Resources Society

- *Ram Sidhu, Program Manager*

  Tel: 778-565-3638 ext. 1901; Email: rsidhu@sourcesbc.ca
- *Gurjit Pawar, Legal Advocate*

  Tel: 778-565-3638 ext. 1902; Email: gpawar@sourcesbc.ca
- *Jason Sangha, Poverty Law Advocate*

  Tel: 604-547-0103; Email: jsangha@sourcesbc.ca
- *Puja Bali, Family Law Advocate*

  Tel: 778-565-3638 ext. 1904; Email: pbali@sourcesbc.ca

Thank You


THE LAW
FOUNDATION
OF BRITISH COLUMBIA

People's Law School

Work out life's legal problems

People's Law School Update

Legal Aid Bootcamp | April 2018

Kathryn McCart, Education & Referrals Coordinator

Who we are

- A non-profit serving British Columbia
- We help people “work out life’s legal problems”
- We provide plain language information and education on the law
- Founded in 1972 as first dedicated PLEI organization in Canada

People’s Law School

Work out life's legal problems

Highlights

- Our focus: **everyday legal problems**
- Our brand emphasizes **diversity, approachability, taking action**
- Our website highlights **practical steps** people can take and tools they can use

People's Law School

Work out life's legal problems

We support print…

- *When I'm 64: Benefits for Older Adults* updated in 2018, with more tips, user stories & fresh new look
- 20 titles in print for ordering from Crown Publications
- 15 titles in full text on Clicklaw Wikibooks: online, EPUB, print



...and in-person learning in communities

- **Classes on everyday legal problems** hosted by community partners across BC—public libraries, seniors agencies, etc.
- Justice Theatre school presentations and community forums

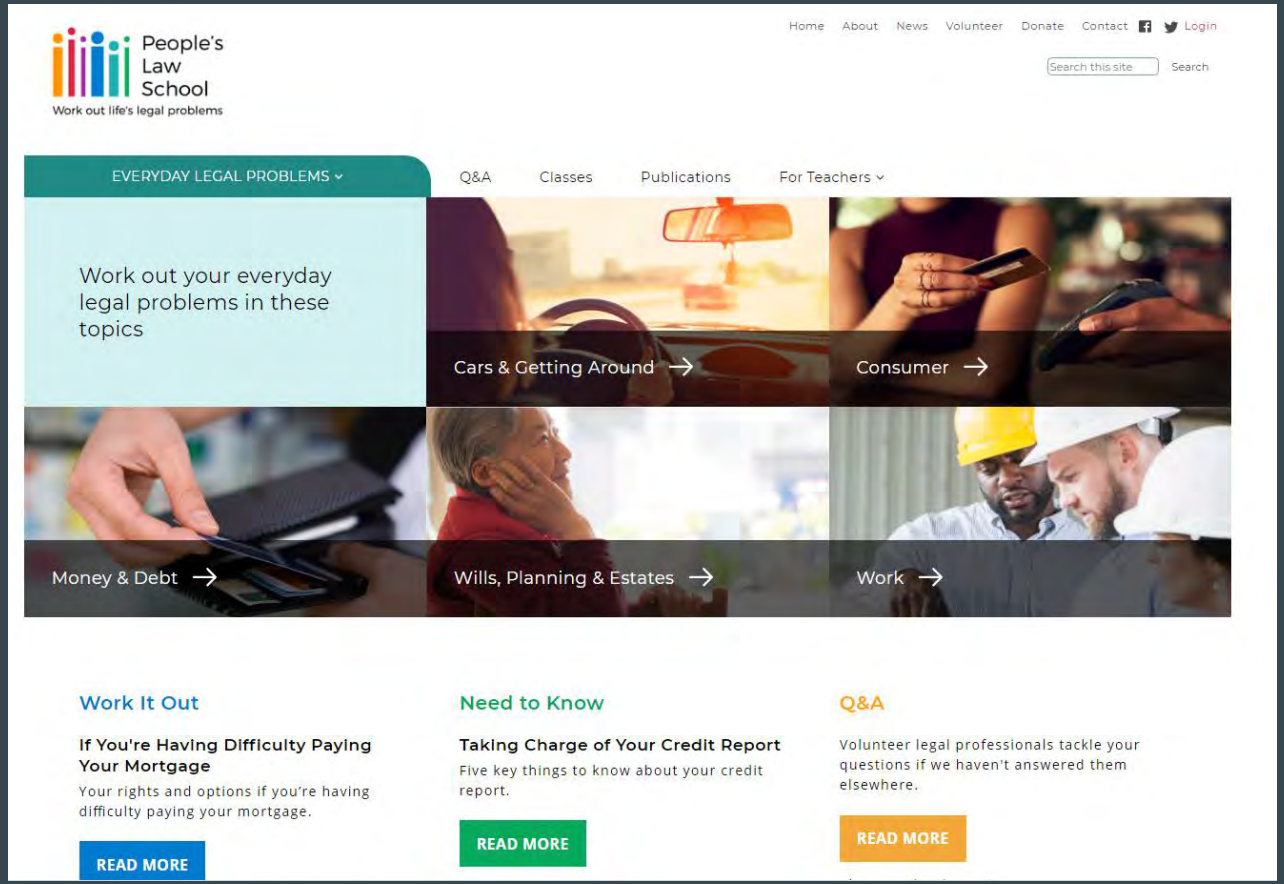




Website

Highlights everyday legal problems:

- Consumer
- Money & debt
- Work
- Wills
- Cars and getting around

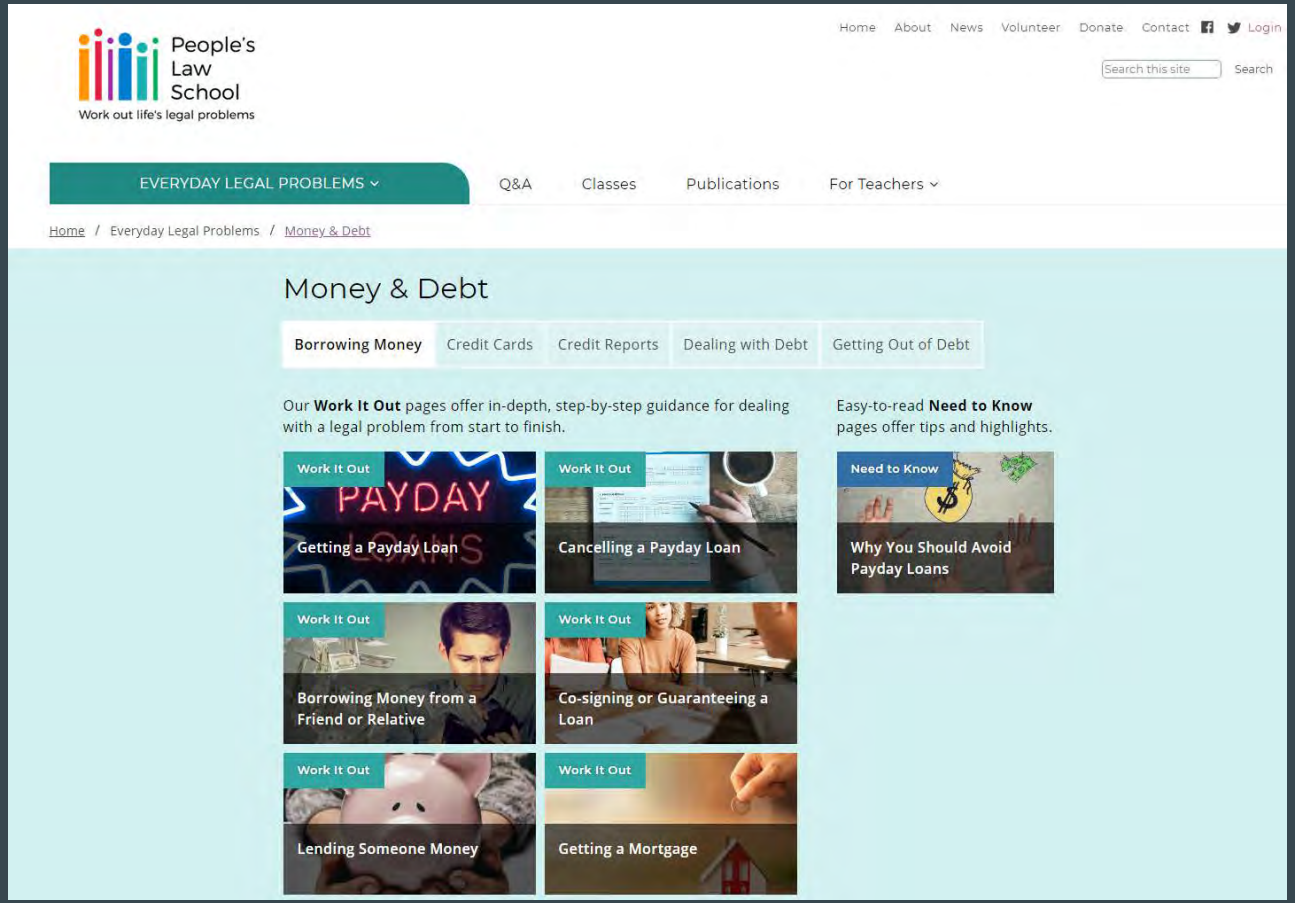


Highlights: website

User-centered: User stories, understandable language

Engaging: Interactive

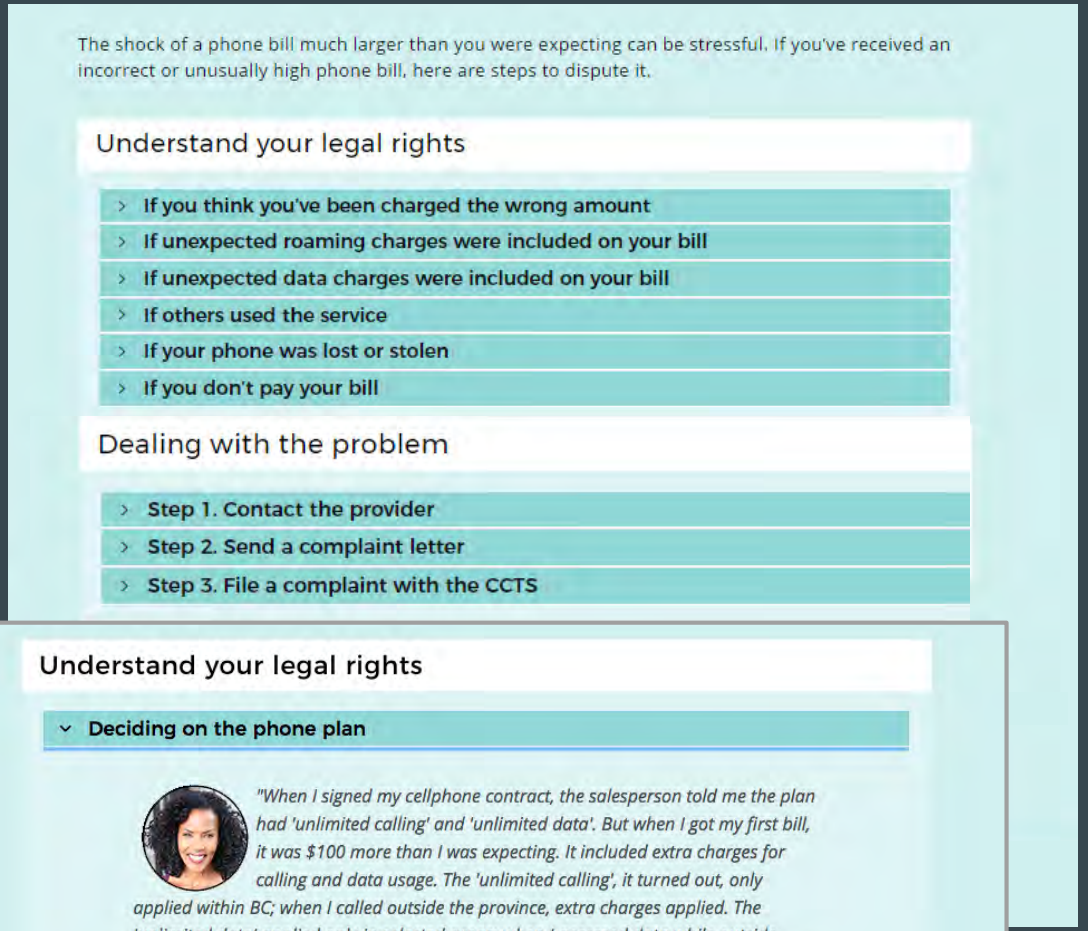
Practical: Step-by-step guidance, templates and tips



User-centred

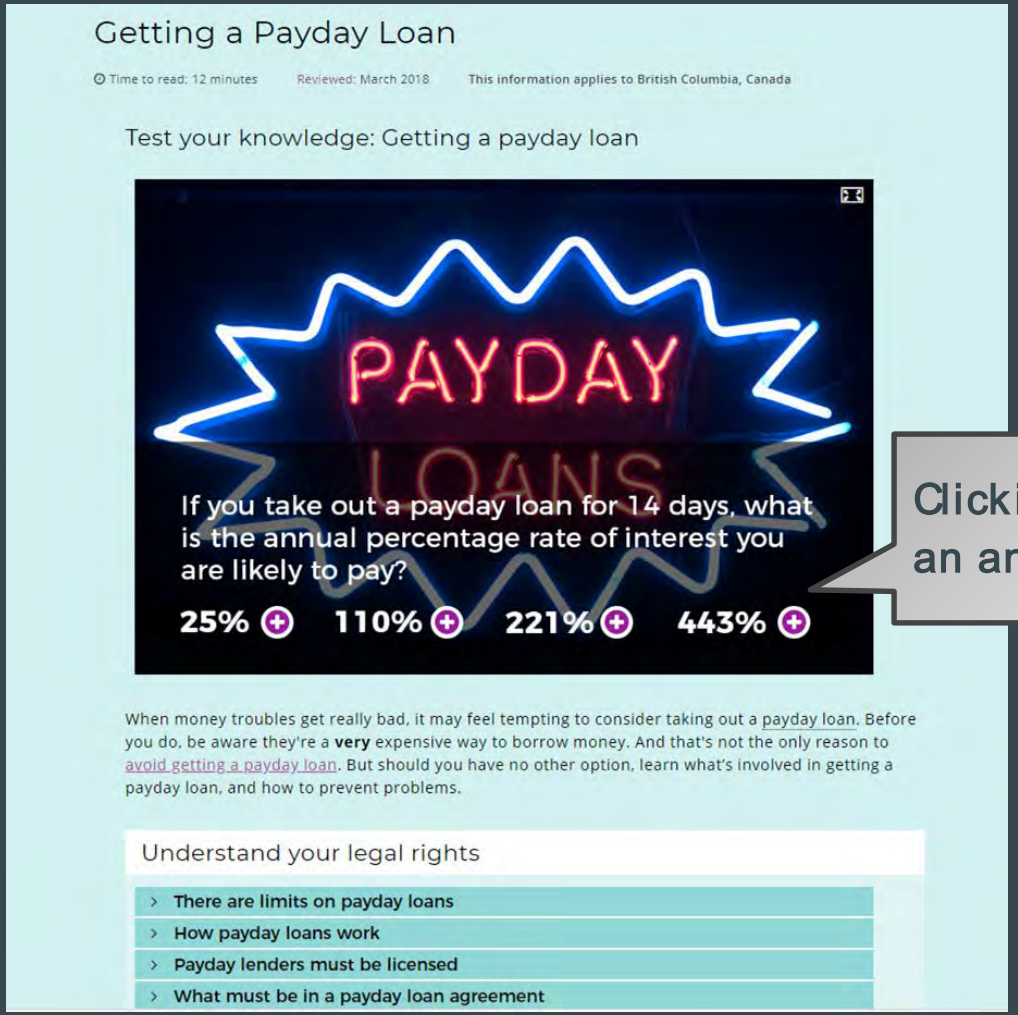
Accordions allow user to expand content without overwhelming them

User stories help people relate to the information



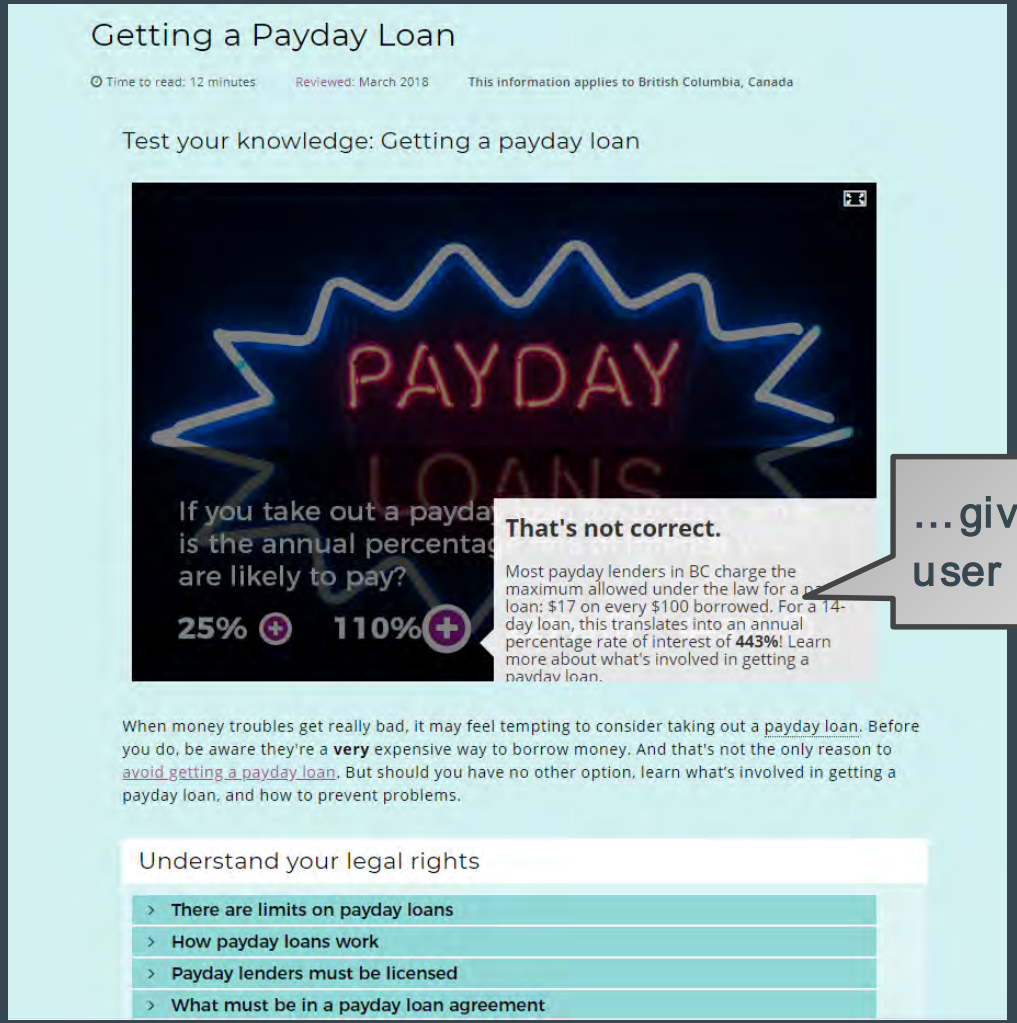
Engaging

Interactivity engages users in learning



Engaging

Interactivity engages users in learning

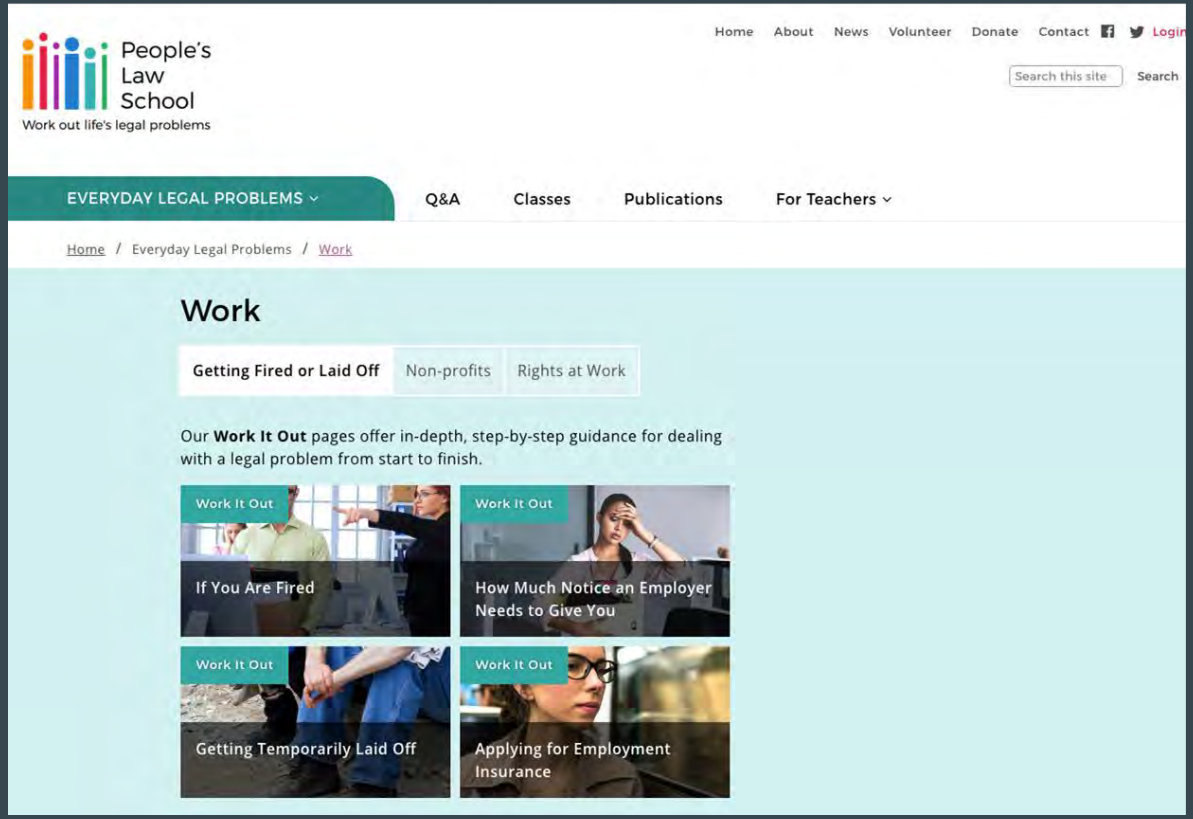


Practical

Tools: Downloadable templates to help people take action

New content in 2018:

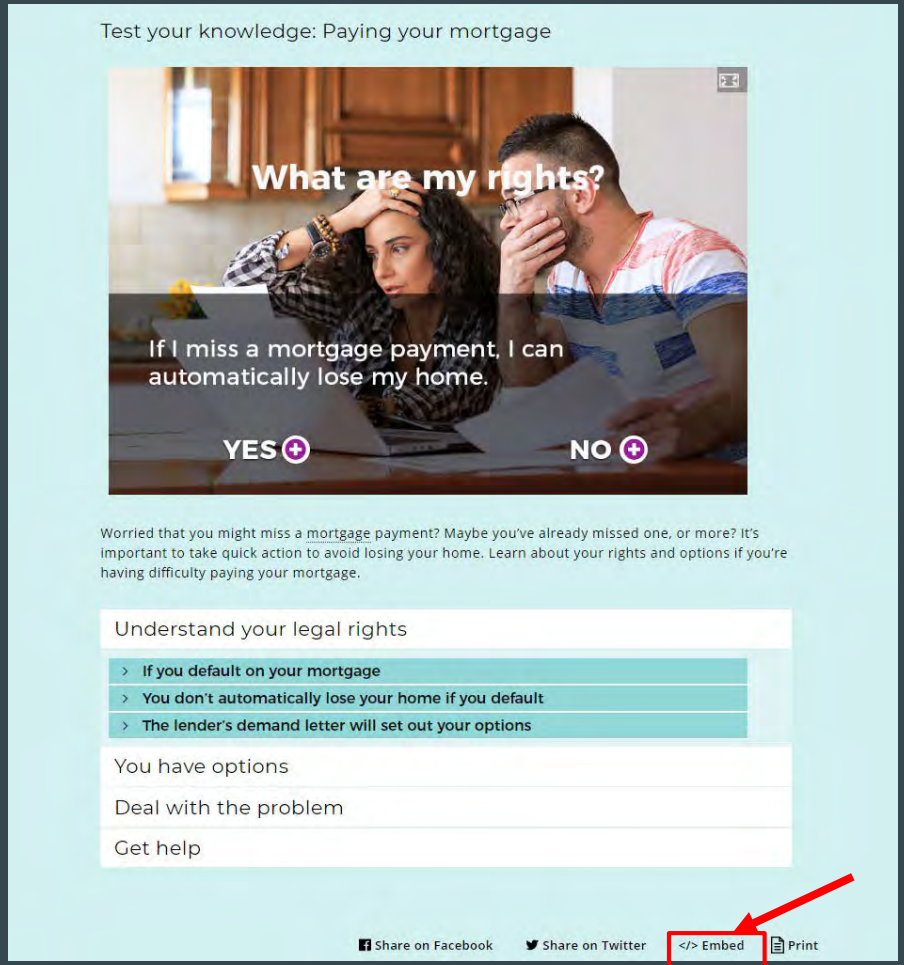
- Work
- Neighbours
- Health
- Accidents
- Planning for Later Life



New in 2018: Shareable content

A next generation way to make content more shareable and findable - allowing others to **embed it on their own websites**

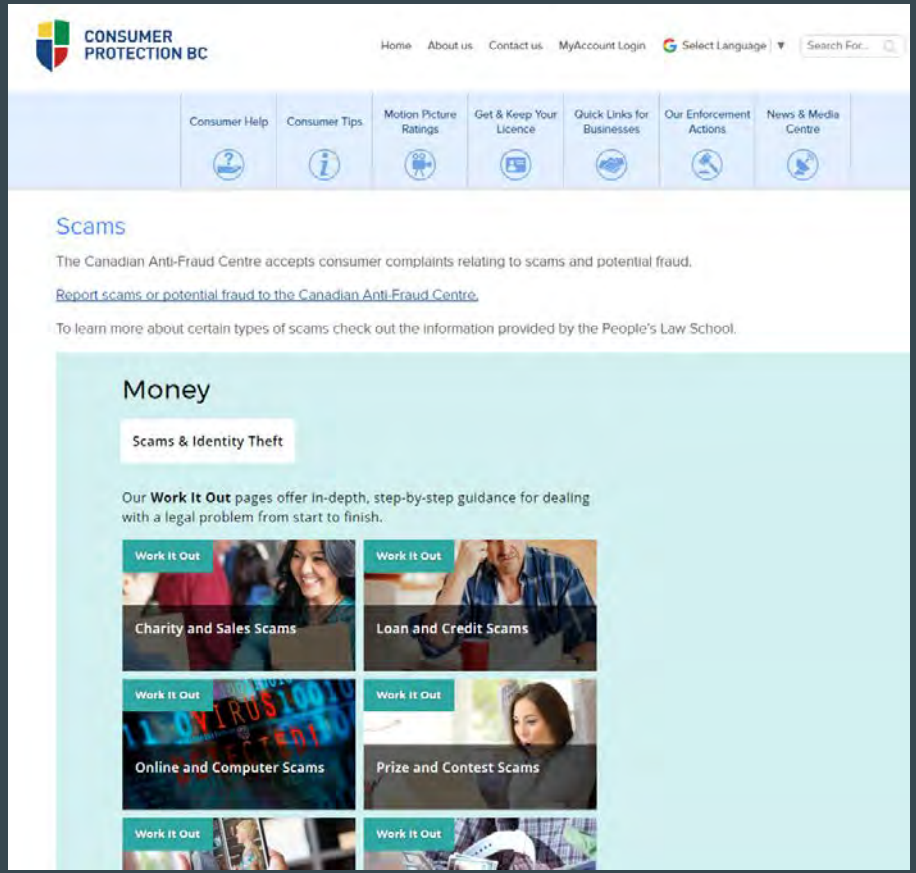
People can find reliable information on websites that they use and trust



Embed widget

Enables you to embed content from People's Law School on **your website**

- **You get free content**
  You get plain language, engaging content on topics of your choosing
- **Updated regularly**
  Updates automatically flow through to your site
- **Easy to set up**
  Takes only minutes to embed content



Step 1

Loan and Credit Scams

Time to read: 5 minutes Reviewed: May 2017 This information applies to British Columbia, Canada

Test your knowledge: Loan and credit scams



To trick you out of your money, some scams involve offers to loan you money or help you borrow money. Learn how to identify and guard against loan and credit scams.

Understand your legal rights

- Scam 1. Loan scams
- Scam 2. Bogus credit cards
- Scam 3. Credit repair scams

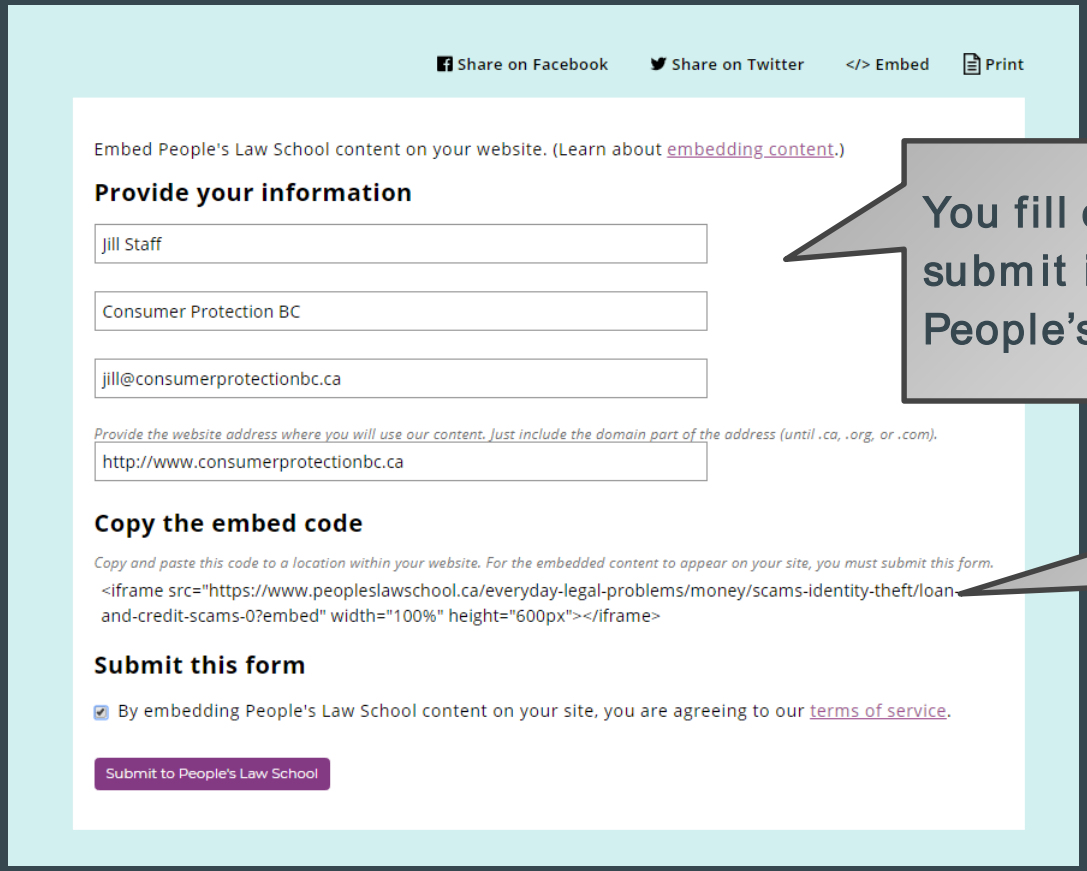
Prevent problems

Get help

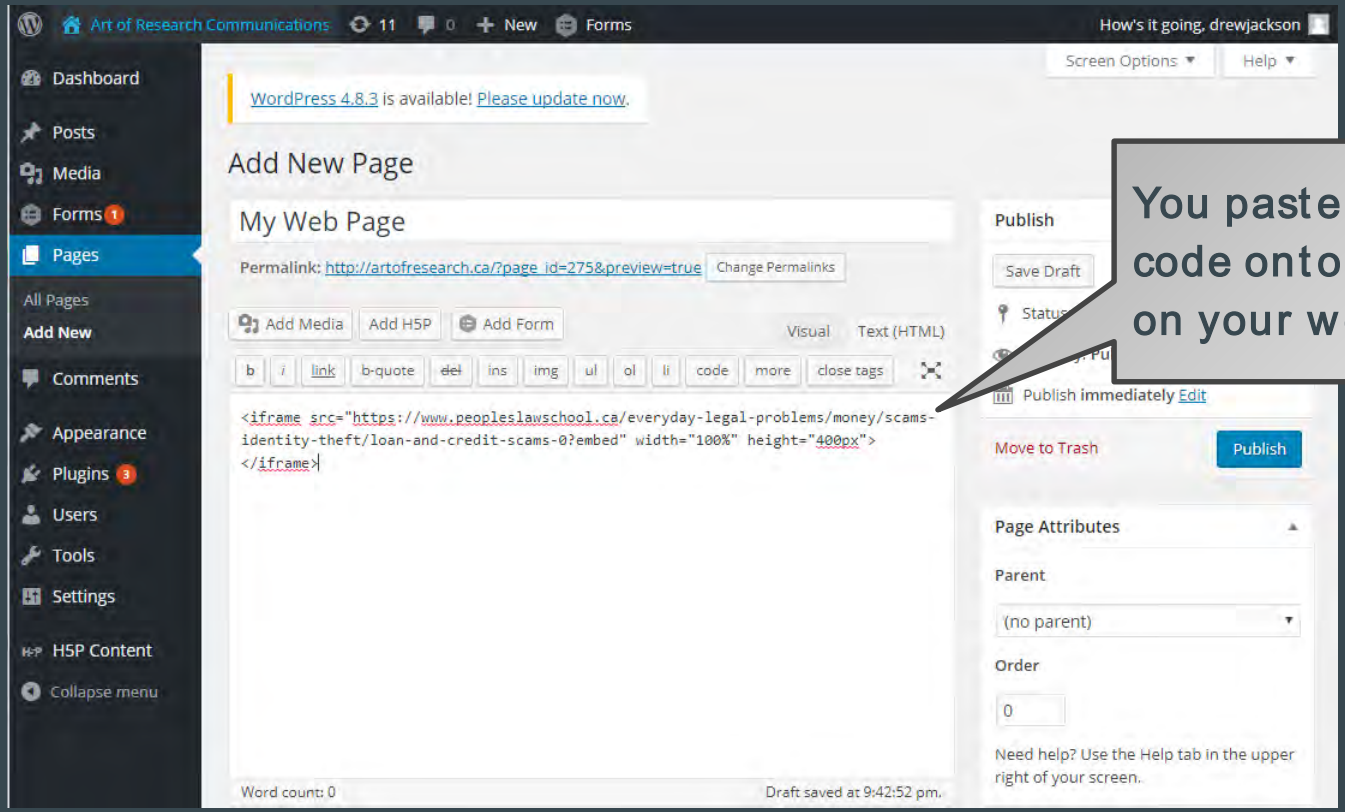
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Step 2


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Share on Twitter
</> Embed
Print
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http://www.consumerprotectionbc.ca
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<iframe src="https://www.peopleslawschool.ca/everyday-legal-problems/money/scams-identity-theft/loan-and-credit-scams-0?embed" width="100%" height="600px"></iframe>
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Step 3


Art of Research Communications
11
0
New
Forms
How's it going, drewjackson
Screen Options
Help
Dashboard
Posts
Media
Forms 1
Pages
All Pages
Add New
Comments
Appearance
Plugins 3
Users
Tools
Settings
H5P Content
Collapse menu
WordPress 4.8.3 is available! Please update now.
Add New Page
My Web Page
Permalink: http://artofresearch.ca/?page_id=275&preview=true
Change Permalinks
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</iframe>
Word count: 0
Draft saved at 9:42:52 pm.
Publish
Save Draft
Publish immediately Edit
Move to Trash
Publish
Page Attributes
Parent
(no parent)
Order
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Need help? Use the Help tab in the upper right of your screen.
You paste embed code onto a page on your website

Result

CONSUMER PROTECTION BC

Home | About us | Contact us | MyAccount Login | Select Language | Search For...

Consumer Help | Consumer Tips | Motion Picture Ratings | Get & Keep Your Licence | Quick Links for Businesses | Our Enforcement Actions | News & Media Centre

Scams

The Canadian Anti-Fraud Centre accepts consumer complaints relating to scams and potential fraud.

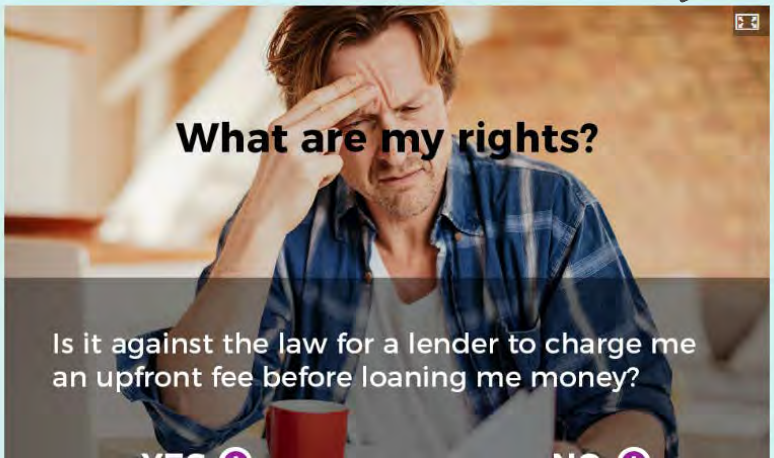
Report scams or potential fraud to the Canadian Anti-Fraud Centre.

To learn more about certain types of scams check out the information provided by the People's Law School.

Loan and Credit Scams

Time to read: 5 minutes | Reviewed: May 2017 | This information applies to British Columbia, Canada

Test your knowledge: Loan and credit scams



That page is now embedded on your website

People's Law School

Work out life's legal problems

People's Law School Update

Legal Aid Bootcamp | April 2018

Kathryn McCart, Education & Referrals Coordinator

ACCESS PRO BONO SERVICES

Legal Aid Boot Camp 2018

Agenda

- Summary Advice Program
- Consumer Protection Clinic
- Civil Chambers Program
- Roster Programs
  - Barristers' Program
  - Family Law Program
  - Refugee Program
  - Wills & Estates Program
- Solicitors' Program
- Tribunal Programs
  - Employment Standards Program
  - Residential Tenancy Program
  - Mental Health Program Telephone Clinic
- Wills Clinic Project
- Paralegal Program

Summary Advice Program

- 110 summary legal advice clinics throughout the province.
- Our volunteer lawyers provide up to a half-hour of free legal advice to clients, and additional appointments may be available.
- 604.878.7400 (#2 for French and #3 for Chinese)or 1.877.762.6664 (toll-free)
- 170 clinics per month in 2017/18.
- 17,676 telephone inquiries and 2,019 in Chinese language.
- 6,000+ clinics booked including 900+ telephone appointments

Consumer Protection Clinic

- Legal topics:
  - Unfair debt collection practices (including payday loans);
  - Bankruptcy counseling and advice;
  - Foreclosure prevention;
  - Unfair and deceptive advertising of consumer and financial products and services;
  - Product liability claims;
  - Unfair credit reporting; and,
  - Issues involving BC Business Practices and Consumer Protection Act.
- Clinics:
  - Justice Access Centre in Vancouver
  - the Canadian Chinese Consumer Association in Richmond.

Civil Chambers Program

- The Civil Chambers Program operates at 800 Smithe Street in Vancouver (inside the Courthouse Library Society on level 3). Twice a week, volunteer lawyers from Vancouver-area law firms provide pro bono legal assistance and representation to unrepresented low- and modest-income litigants appearing in civil chambers (BC Supreme Court and BC Court of Appeal).
- Individuals (not organizations or companies) may call 604-603-5797 or email Priyan Samarakoone at psamarakoone@accessprobono.ca to determine their eligibility and to book an appointment with a Chambers Lawyer.

Roster Program (Barristers)

- The Barristers' Program incorporates the former Court of Appeal Program, Federal Court Program and Judicial Program. It serves as a general litigation program for civil, criminal and administrative law matters, but does not cover BC Provincial Court or Supreme Court trials. Roster lawyers provide a variety of limited and extended litigation services, such as drafting court documents (e.g. petition, affidavits), researching and preparing written submissions, preparing chambers records and presenting legal arguments in court.

Roster Program (Family Law)

- Through the Family Law Program, roster lawyers provide assistance and representation to clients in such matters as drafting and arguing applications, conducting trials, mediating disputes, drafting separation agreements, and securing consent orders. Although the range of potential assistance is unlimited, the Family Law Program is specifically designed to enable pro bono assistance in the form of limited or “unbundled” tasks.

Roster Program (Refugee)

- The Refugee Program matches and supports volunteer lawyers with British Columbians (as individuals or groups) seeking to sponsor one or more refugees from Syria, Iraq or elsewhere. Roster lawyers provide free legal advice and assistance to self-identified sponsors for the benefit of the refugees as they seek to settle in British Columbia.

Roster Program (Wills & Estates)

- The Wills & Estates Program is designed to facilitate the provision of pro bono legal services in non-litigious estate matters, such as drafting wills, powers of attorney, committee agreements, and representation agreements.

Roster Program

- Roster Program Coordinator Michelle Quigg:
  - mquigg@accessprobono.ca
- Roster Program Link:
  - http://www.accessprobono.ca/roster-program
- Client Referral for Advocates:
  - http://probononet.bc.ca/referralform.php

Solicitors' Program

- The Solicitors' Program is designed to facilitate the provision of pro bono legal services to charitable and non-profit community organizations of limited means.
- Roster lawyers provide legal advice and assistance to community organizations in following areas:
  - incorporation and by-laws,
  - registrations for charitable status,
  - employment matters,
  - contracts and lease agreements.
  - Roster lawyers may also conduct seminars on such topics as board of directors' liability, privacy policies and board governance.
- New BC Societies Act compliance: www.lawfornonprofits.ca

Tribunal Program (ESP)

- The Employment Standards Program provides free legal representation by volunteer lawyers and law students to low-income employees or former employees appearing before the Employment Standards Branch (e.g.
  - vacation pay,
  - termination pay,
  - overtime,
  - statutory holiday pay, etc.).
- Contact us by email at esp@accessprobono.ca or by phone at 604.482.3195 ext. 1500.

Tribunal Program (RTP)

- The Residential Tenancy Program offers free legal representation by volunteer lawyers and law students to low-income individuals appearing before the Residential Tenancy Branch.
- We provide assistance with the following matters:
  - Contesting an eviction.
  - Disputing an illegal rent increase.
  - Seeking compensation for one's loss of quiet enjoyment (e.g. illegal entries, incessant noise, etc.).
  - Seeking an order for repairs.
  - Recovering a security deposit.
  - Appearing at a hearing.
- Contact us by phone at 604.482.3195 ext. 1500 (toll-free number: 1.877.762.6664 and dial immediately 1500) or by email at tenancylaw@accessprobono.ca.

Tribunal Program (MHTP)

- The Mental Health Telephone Program offers services in following topics:
  - What it means to be certified under the Mental Health Act
  - Right to a second opinion
  - How to apply for a review panel
  - Legal test and procedure at review panel hearings
  - Consequences of cancelling vs. postponing a hearing
  - How to prepare for a hearing
- To book an appointment, please call 604.482.3195 ext. 1500 (toll-free number: 1.877.762.6664 and dial immediately 1500).
- Advocates may contact mentalhealth@accessprobono.ca or contact APB's Program Manager at 604-482-3195 ext. 1513

Wills Clinic Project

- APB operates a weekly Will and Representation Agreement preparation clinic at the Vancouver Justice Access Centre for low-income seniors (ages 55+) AND people with terminal illnesses.
- Wednesdays from 11:30am to 1:30pm at the Justice Access Centre at the Vancouver Courthouse at 800 Hornby Street.
- Asset test is applicable to Wills Clinic clients.
- To book a Wills Clinic appointment, please call 604-424-9600 or email willsclinic@accessprobono.ca.

Paralegal Program

- The Paralegal Program is staffed by senior paralegals from several Vancouver law firms, and legal supervision is provided by APB volunteer lawyers. The Program operates on Wednesday evenings from 5:30pm to 7:30pm. Appointments are necessary and can be made by calling the Vancouver Justice Access Centre at 604-660-2084.

THANK YOU

Jimmy Yan M.Ed.
Project and Information Officer
T. 604.482.3195 ext. 1507
E. jyan@accessprobono.ca

JUSTICE EDUCATION SOCIETY

Improving the legal capability of British Columbians

JUSTICE EDUCATION SOCIETY

How does JES help people with legal issues?

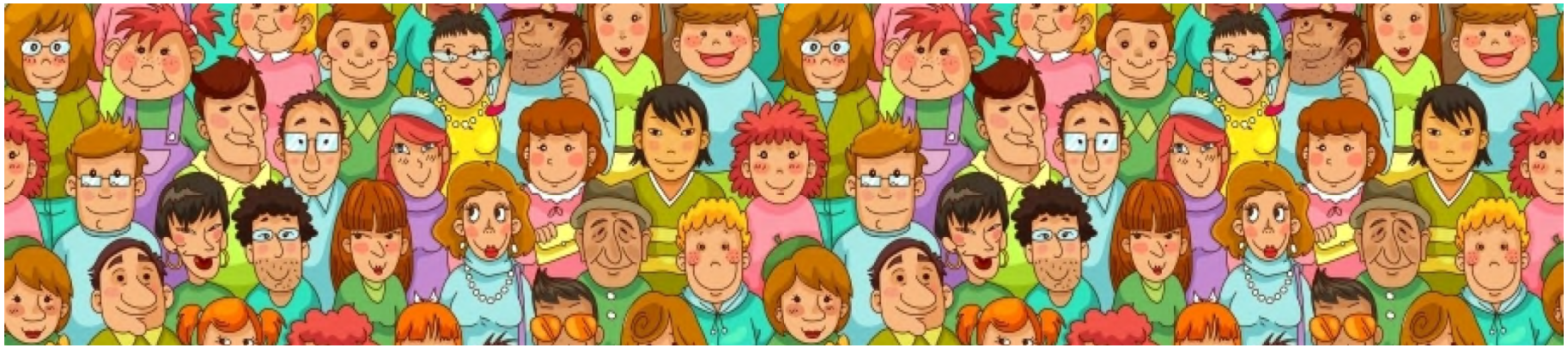






JUSTICE EDUCATION SOCIETY

1-in-6 British Columbians use JES web resources



Over 800,000 Visitors / 2 Million Pages



JUSTICE EDUCATION SOCIETY

JES BC | JES INTERNATIONAL

Contact Us

JUSTICE EDUCATION SOCIETY

Home | Legal Help | Learn About Law | Programs | About Us

Everyday issues can become legal problems - we can help.

Justice Education Society improves the legal capability of individuals and builds the capacity of justice systems.

Family | Working | Housing | Crime

Legal Help

Chat Live & Get Legal Help
Mon - Fri 11am - 2pm PST

Ask JES

Get legal help



Rights

Wills & Estates | Driving | Consumers & Debt | Lawsuits & Legal System



With your support, we can help introduce BC courts to 20,000 students next year.

Donate Now

Legal Help | Family | Working | Housing | Crime

150+ Legal Help Guides



90+ Legal Help Videos





100+ Languages

Wills & Estates | Driving | Consumers & Debt | Lawsuits & Legal System | Rights

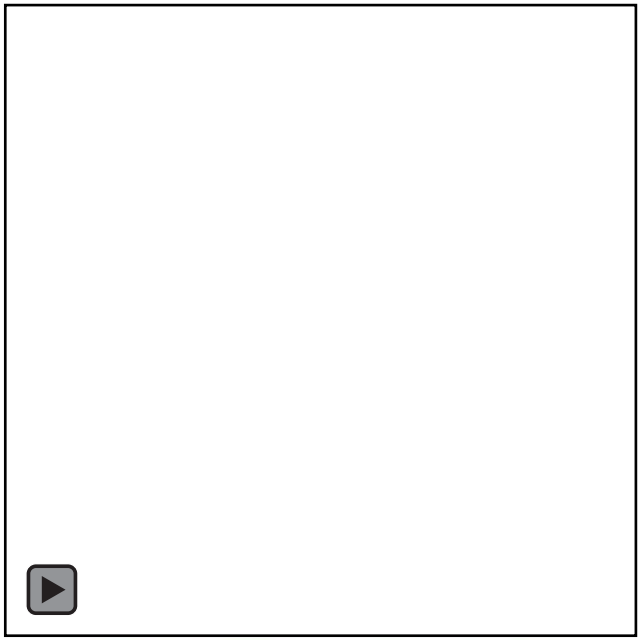
Legal Help | Family | Working | Housing | Crime

JES answers legal questions

Weekdays: 11am to 2pm

Toll Free: 1-855-875-8867

Chat live @ JusticeEducation.ca

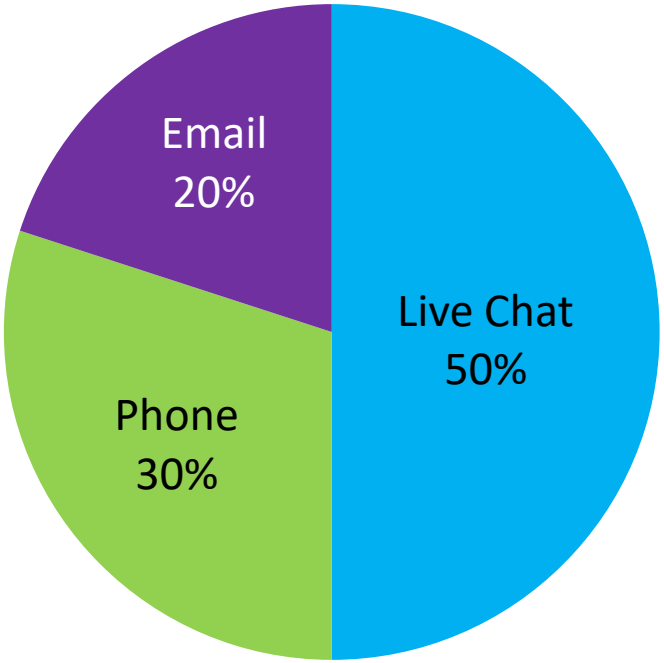


Ask JES

Wills & Estates | Driving | Consumers & Debt | Lawsuits & Legal System | Rights

Legal Help | Family | Working | Housing | Crime

Over 2000 INQUIRIES this year



Wills & Estates | Driving | Consumers & Debt | Lawsuits & Legal System | Rights

JUSTICE EDUCATION SOCIETY

Ask JES is also available on these sites…



Legal Rights FOR YOUTH

Need Legal Help?

Ask JES

LIVE Mon - Fri: 11am - 2pm

Call Free: 1-855-875-8867

EMAIL NOW





Age-Based Legal Rights



Family Break-up



Medical Rights



Work



Driving



prev **3.1 Introduction** next

Section 3 - Repairs and Services

Need Legal Help?

Ask JES



LIVE Mon - Fri: 11am - 2pm

Call Free: 1-855-875-8867

EMAIL NOW

3.0 Repairs and Services

3.1 Introduction

3.2 Standard Repairs

3.3 ACTIVITY: Repairs

3.4 Emergency Repairs

3.5 ACTIVITY: Emergency Repairs

3.6 Essential Services

3.7 Non-Essential Services

Part 1: Working it Out

1. Getting Started
2. Key Issues
3. Preparing Yourself
4. Getting Help
5. Reaching Agreement

Part 2: Going to Court

6. Court
7. Building your case
8. Court Forms
9. Court Process
10. Preparing for Court
11. Orders and Agreements

Select Language



Help for separating couples in BC

About this course

- How to Separate is an online course that helps people in BC move through separation or divorce.
- Access any part of the course to address your specific needs.
- Part I: Learn about key issues, key decisions, who can help and getting to agreement.
- Part II: Prepare to go to court, build your case and prepare for trial.

Who this course is for

- This course will help BC spouses who are going through the process of separation or divorce.
- It is for those who can work it all out on their own, as well as those who need the court to make family decisions.
- If there is a threat of violence, it is important to address safety issues first, before going through the course content. (learn more)



Small Claims BC
Online Help Guide

Court Forms: Notice of Claim

Court Forms: Reply to a Claim

Court Forms

Ask JES
Call Free:
1-855-875-8867
EMAIL NOW



In order to move your case forward in Small Claims Court, you will need to use standard court forms. There are fees associated with filing court forms and these are listed in Schedule A of Small Claims Court Rules.

The list below provides links to the forms you may use in your small claims case. To get help to complete the forms, use the Filing Assistant or see the Small Claims Procedural Guides. There are two types of forms available: PDF forms and Filing Assistant forms. The Small Claims Court Filing Assistant lets you complete forms online and provides helpful information for each of the required entries.



Family Law



In BC, both the Supreme Court and the Provincial Court hear family law cases. The Supreme Court hears cases involving divorce, adoption, and the division of family property. It also hears cases involving parenting arrangements resulting from a separation.

Child protection matters must be heard in Provincial Court. If a case involves guardianship, parenting time, or child support, these matters can be heard in either court.

If you and your spouse agree on issues relating to the

Ask JES
Call Free:
1-855-875-8867
EMAIL NOW



Family Resources

Court Forms | Court Rules | Court Fees

The Justice Education Society, Legal Services Society, the BC Ministry of Justice and other agencies have published a range of information to help couples deal with family law issues.

Select the family matter that best applies to your situation.

Divorce & Separation
Discover resources and information about where you can go to get help with your divorce or separation – including information on the new Family Law Act.

Parenting After Separation
Learn about workshops and resources that help parents make decisions that are in the best interests of their children.

JUSTICE EDUCATION SOCIETY

What about multilingual Legal Help?







JUSTICE EDUCATION SOCIETY

Court Information Program for Immigrants







CONTACT US
604-760-5727

We provide free information and referrals to new immigrants and refugees who are appearing in court.

We provide services in English, Chinese, Vietnamese, Punjabi, and Hindi to help new immigrants understand BC court processes.

Services are provided in person, by telephone or by email. Clients can be new immigrants or refugees who will be appearing in court as an accused, victim, witness or party in a civil suit.

Our multilingual court workers can:

- Explain court processes for criminal, family, youth and civil trials
- Explain court documents and legal terms
- Show clients the courtroom
- Describe the roles of court personnel
- Provide referrals to organizations and publications that may help
- Lead educational workshops for community groups

Legal Help Guides

100+ Languages



Working

23 Info Sheets / 9 Videos +

Getting Hired | Working in BC | Termination | Assistance Programs | Young Workers

Getting Hired

- Legally Allowed to Work
- Employment Basics
- Employment Contracts

Young Workers

- Introduction
- When You Can Work
- Applying for Work
- Employment Basics for Youth
- Safety at Work
- Leaving Your Job

Working in BC

- Employment Basics
- Five Ways to Protect Yourself As a Worker
- Getting Paid
- Complaints against an Employer
- Discrimination in the Workplace
- Foreign Workers and Domestic Workers
- Pregnant? You have rights

Termination

- Employment Termination
- If You're Fired – Wrongful Dismissal

Assistance Programs

- Workers' Compensation
- Applying for Employment Insurance Benefits
- Employment Insurance
- Social Assistance
- Disability Assistance
- Income Assistance for Youth

JUSTICE EDUCATION SOCIETY

Coming soon…

Ask JES

Multilingual Legal Help

- **Digital translation**
- **Referral to CIPI staff**



JUSTICE EDUCATION SOCIETY

Improving the legal capability of British Columbians

Lali Pawa – Program Manager

604-760-5727 | Lali.Pawa@JusticeEducation.ca



TRAC

TENANT RESOURCE & ADVISORY CENTRE

promotes the legal protection of residential tenants across BC by providing **INFORMATION, EDUCATION, SUPPORT** and **RESEARCH** on residential tenancy matters.

TRAC

OVERVIEW

- DIRECT ADVOCACY
- TENANT INFOLINE
- LEGAL WORKSHOPS / WEBINARS
- MULTILINGUAL / PLAIN LANGUAGE PUBLICATIONS
- WEBSITE / SOCIAL MEDIA
- ONLINE COURSE





prev 4.12 Deposit Return next

Q: What do I have to do to get my security deposit back at the end of my tenancy?

First, provide your landlord with your forwarding address in writing for where your deposit can be sent. As is the

Need Legal Help?

Ask JES



LIVE Mon - Fri: 11am - 2pm

Call Free: 1-855-875-8867

EMAIL NOW

4.0 Ending a Tenancy

4.1 Introduction

4.2 Giving Notice

4.3 Serving Documents

4.4 ACTIVITY: Giving Notice

4.5 Breaking a Lease

4.6 Eviction Notices

4.7 Disputing Evictions

4.8 RESOURCE: Timeline Calculators

CONTACT TRAC

www.tenants.bc.ca

www.RentingItRight.ca

(604) 255-3099

(604) 255-0546

1 (800) 665-1185

@tracbc

@trac_bc

@trac_bc

Questions?



COURTHOUSE LIBRARIES | BC

NEW WEBSITE &PROGRAM UPDATES - 2018



COURTHOUSELIBRARY.CA

CLBC WEBSITE

Sign In Register My Order Locations & Contact

COURTHOUSE LIBRARIES | BC

How We Can Help | Training & Professional Development | Connect & Collaborate | About Us

Welcome to Courthouse Libraries BC

Search Library and More:

Search our legal news, research guides, unreported decisions, and proclamations

(•) Website ( ) Library catalogue

Access to Subscription Databases

Are you looking to access HeinOnline, Irwin Law or Rangefindr from your home or office? If you're a member of the Law Society, logging into your website account and choosing

Starting Your Research

Digital tools to help solve legal problems - begin here with these free sources for caselaw, legislation and court rules and forms.

- Subscription Databases at our Libraries
- Our Legal Knowledge Base
- New & Notable Legal News
- Remote Access to Subscription Databases
- Clicklaw for the Public
- Supreme Court Family Forms
- Supreme Court Family Rules
- Supreme Court Civil Forms
- Supreme Court Civil Rules
- CanLII - Legislation, Decisions and

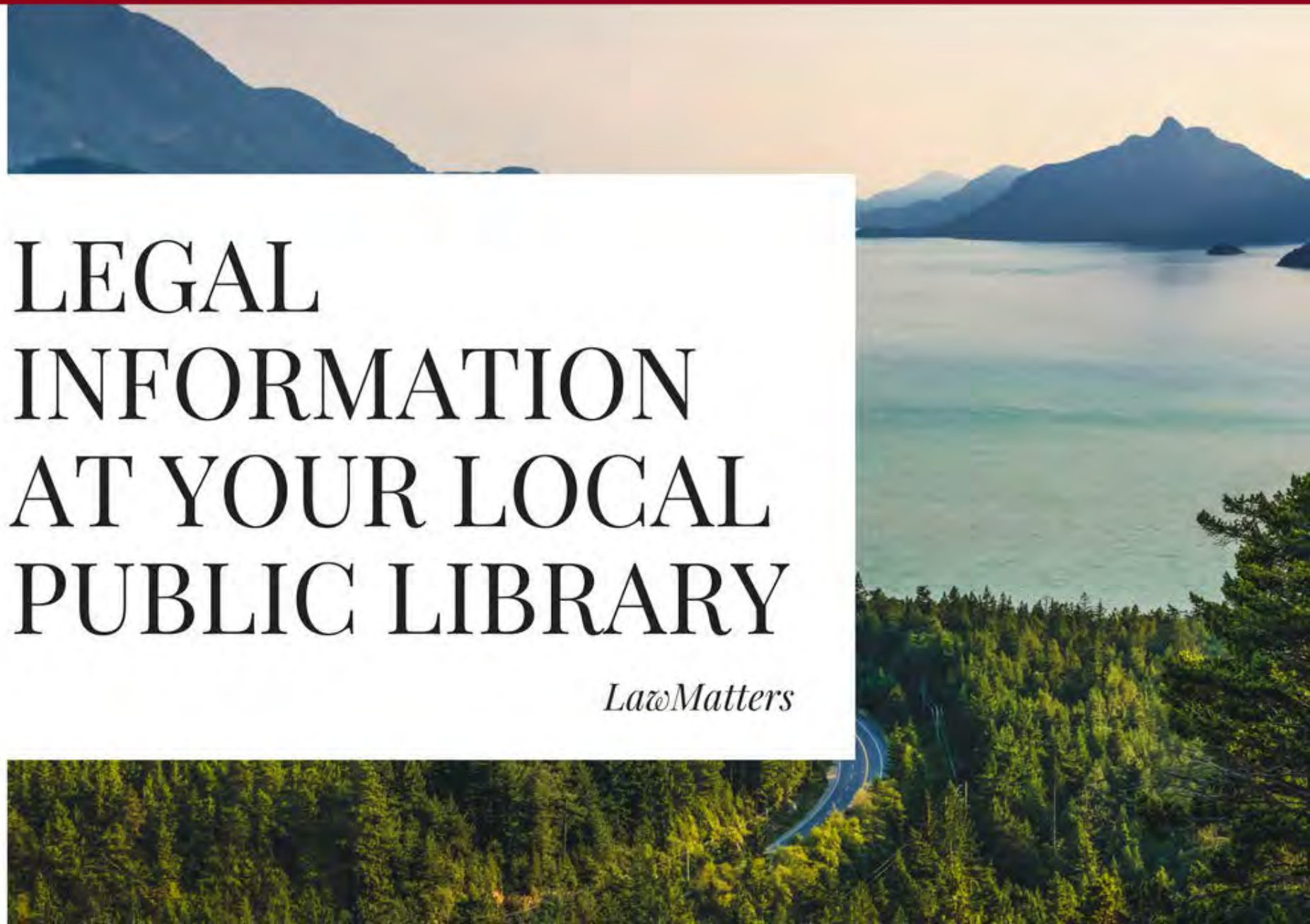
IN-PERSON SERVICES

- **28 locations** across B.C. – check website for hours
  - ✓ all locations have **publicly accessible computers** during staffed hoursfree access to eleven subscription commercial databases, productivity tools (MS Word, Excel)
  - ✓ **internet access** (and free secure Wifi)
  - ✓ self-serve printing/copying
- one-to-one legal information services

REMOTE SERVICES

- **1.800.665.2570** (**Vancouver librarians help with how to get started in your search for legal information – no legal advice/interpretation**) Monday to Friday, 8:30am-4:30pm
- librarian@courthouselibrary.ca to reach a law librarian
- training for legal advocates, community workers, public librarians

More information at www.courthouselibrary.ca



LEGAL INFORMATION AT YOUR LOCAL PUBLIC LIBRARY

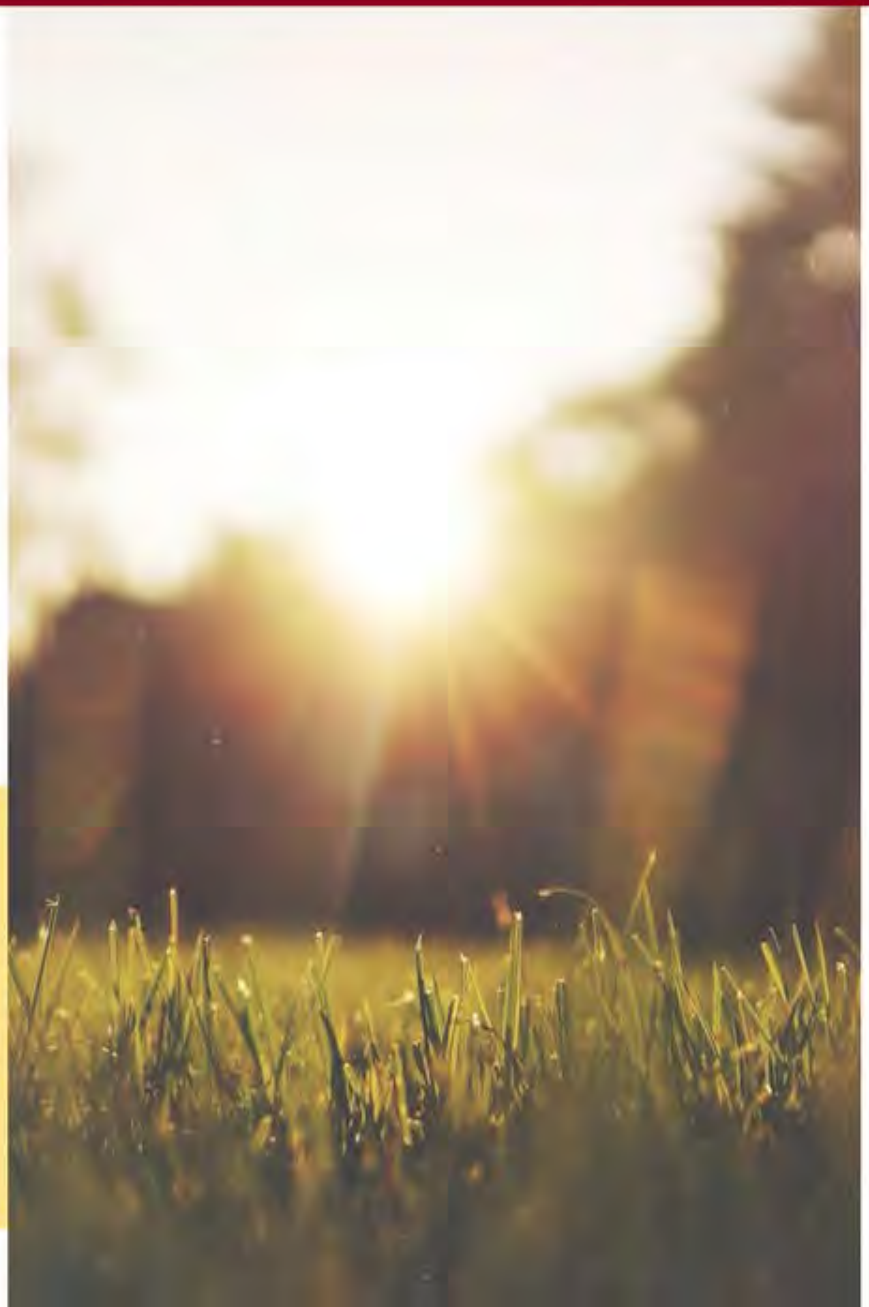
LawMatters

HOW LAWMATTERS HELPS

Lawmatters partners with BC public libraries to make legal information accessible in all communities.

PROGRAM INCLUDES







SUPPORT FOR EVERY LIBRARY

LawMatters provides support and training to public libraries in all communities throughout British Columbia.

We do this through online guides & resources, webinar programming, and in-person training.

CLICKLAW



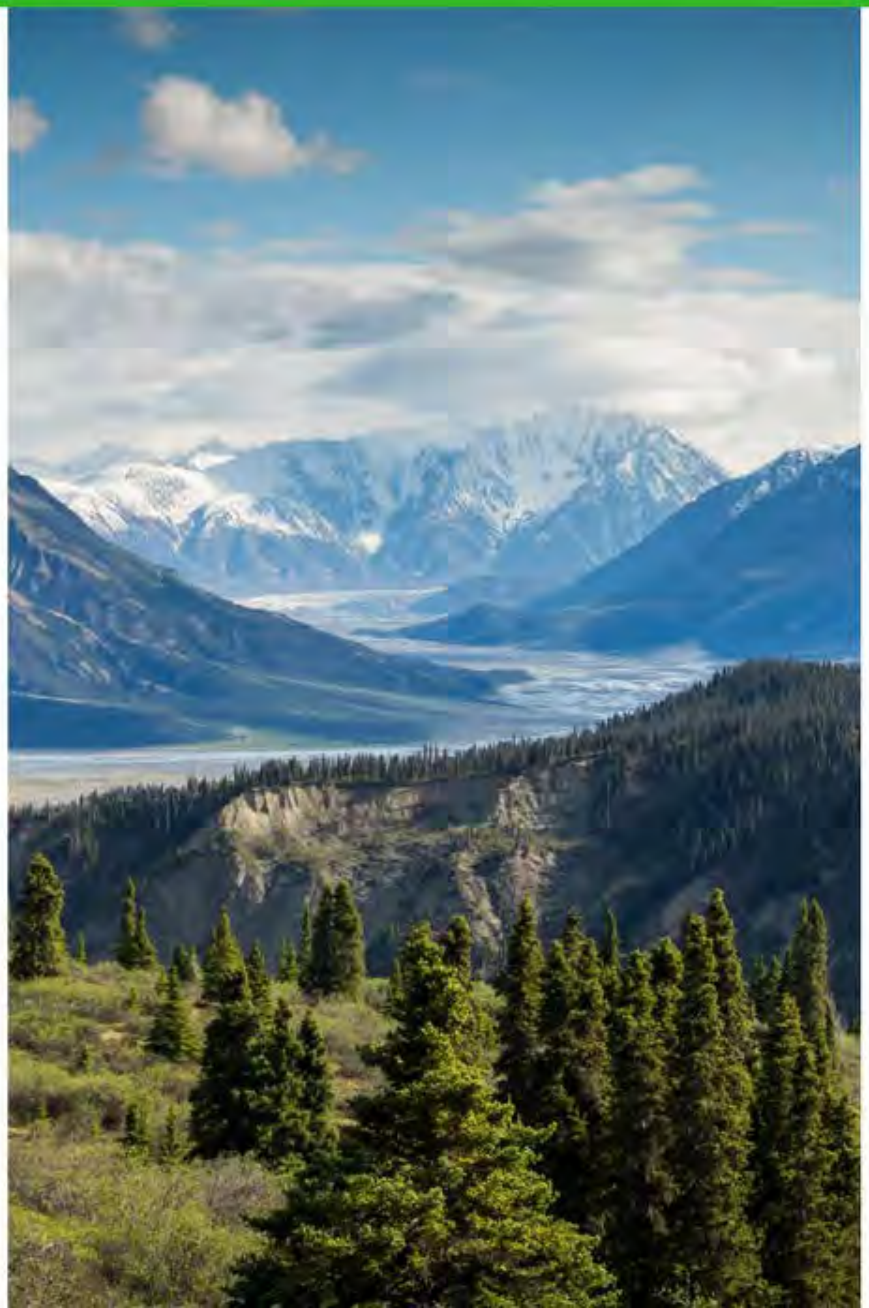
Find legal information & help, anytime and anywhere.

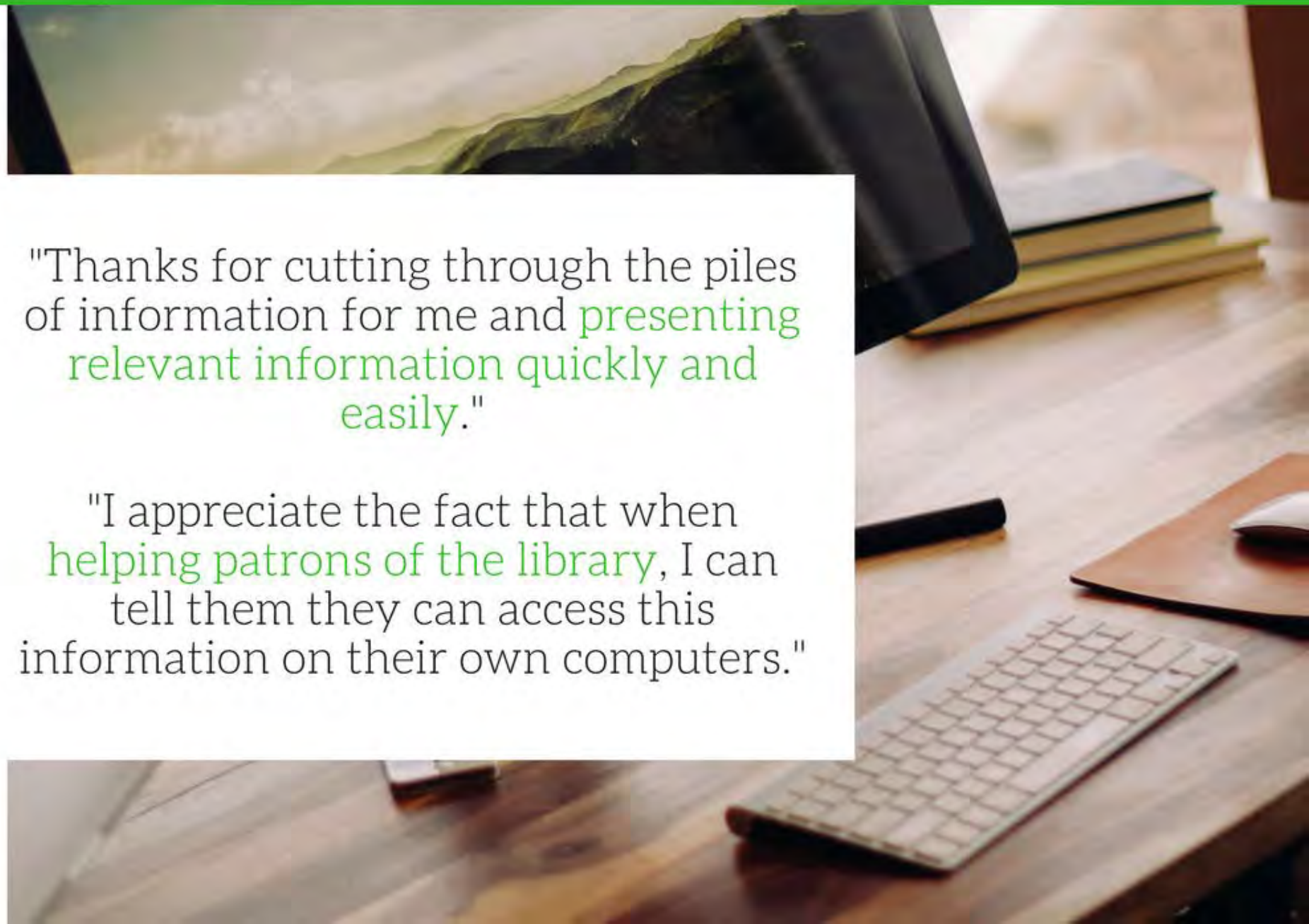
clicklaw.bc.ca

HOW CLICKLAW HELPS

We provide centralized access to: plain language legal resources, and free or reduced-fee community help, from trusted contributor organizations in BC.

Clicklaw can be accessed by mobile phone, tablet or computer at any time.





"Thanks for cutting through the piles of information for me and presenting relevant information quickly and easily."

"I appreciate the fact that when helping patrons of the library, I can tell them they can access this information on their own computers."



"I found Clicklaw very helpful; organized in a simple way for someone who is dealing with the complicated court procedures and has no background education in law.

It is not easy to prepare the case and stand in front of a Judge or Master and confront the other [party's] Lawyer. So thank you for this site."



"This is an extremely helpful resource for newcomers to Canada to know their legal rights. I hope that you can get continued government funding to keep materials relevant and up-to-date. Thank you for your work!"

"Clicklaw is super helpful, and I am grateful I can use it as a legal resource as a law student."

DO YOU GET QUESTIONS ABOUT
SMALL CLAIMS
FAMILY CASES
CRIMINAL CASES
IN PROVINCIAL COURT?

An easy way to share key resources:

Please share widely.



STEP ONE

Go to:
Family Court: bit.ly/clicklawpcf
Small Claims: bit.ly/clicklawpcs
Criminal Court: bit.ly/clicklawpcc

STEP TWO

Click "Download PDF handout"

STEP THREE

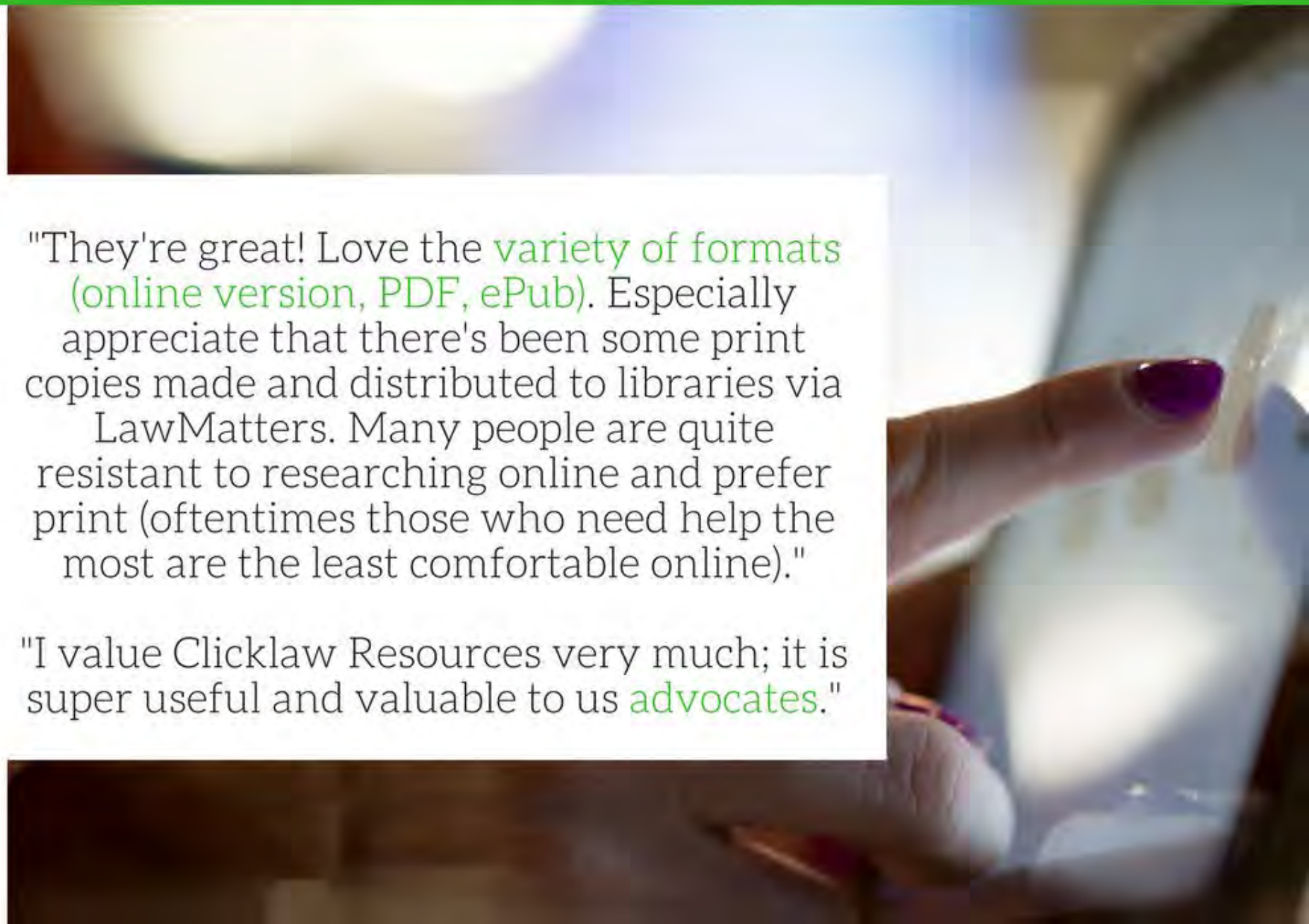
Print and distribute the handout:
- Display racks
- Bulletin boards
- At a reference counter

....or write down & share bit.ly links

Provincial Court of British Columbia

Clicklaw

COURTHOUSE LIBRARIES | BC



"They're great! Love the variety of formats (online version, PDF, ePub). Especially appreciate that there's been some print copies made and distributed to libraries via LawMatters. Many people are quite resistant to researching online and prefer print (oftentimes those who need help the most are the least comfortable online)."

"I value Clicklaw Resources very much; it is super useful and valuable to us advocates."

GROWING TRAFFIC

January 1 to November 27

778,305 unique users of our online platforms & websites.

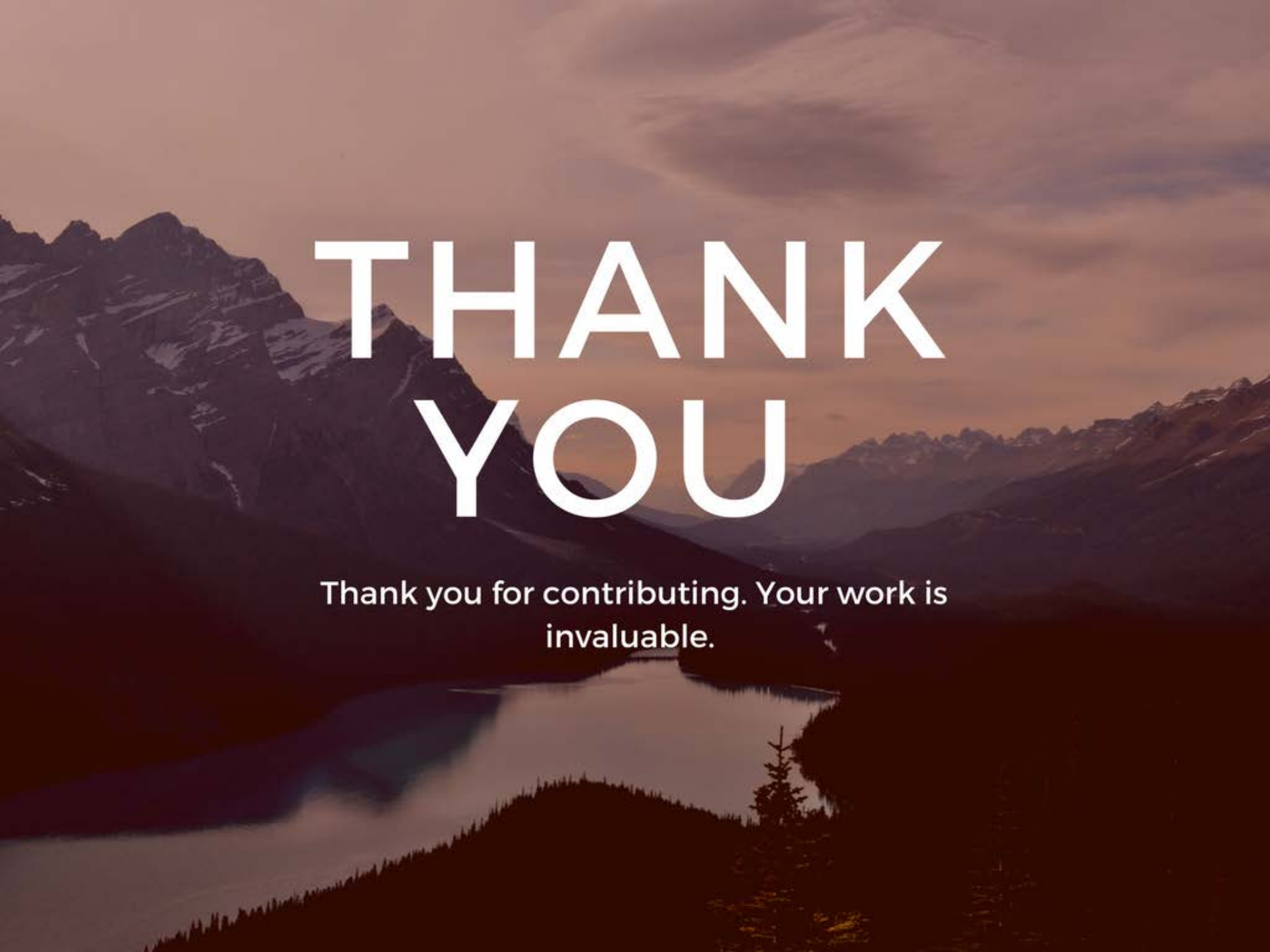
That's 17% of BC's entire population*...including those too young to read!

*based on 2016 Census

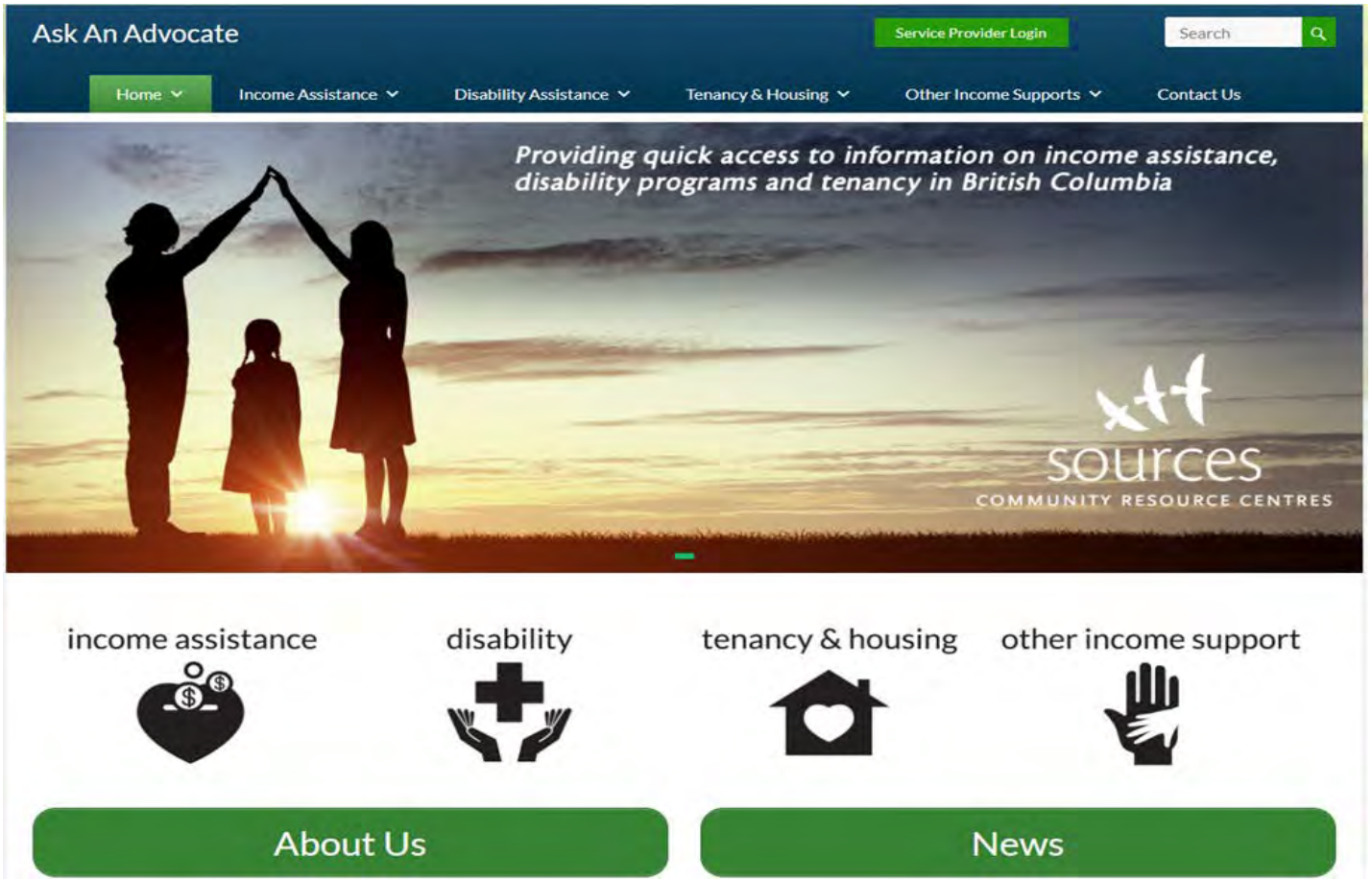


- **1.800.665.2570 (Vancouver librarians help with how to get started in your search for legal information – no legal advice/interpretation)**
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- training for legal advocates, community workers, public librarians

More information at www.courthouselibrary.ca
www.clicklaw.bc.ca / wiki.clicklaw.bc.ca


THANK YOU
Thank you for contributing. Your work is invaluable.

Welcome to
Ask an Advocate Presentation





Introduction

Soraya VanBuskirk– Advocacy program Manager

Tatiana Belyaeva– Project Coordinator





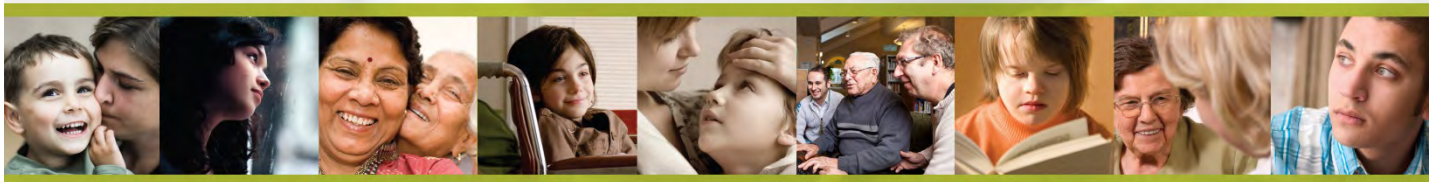
Outline

sources
COMMUNITY RESOURCE CENTRES

- **Who we are** - Sources
- **Why** - Ask an Advocate project
- **What** - AAA Site - functionality
- **How it helps** – clients and service providers (client scenarios)
- **What's available now**

Sources Community Resources Society

sources
COMMUNITY RESOURCE CENTRES



Approximately 40 programs that operate out of 17 different locations.

325 employees and 270 volunteers

"social wellness for our community"



Sources History

sources
COMMUNITY RESOURCE CENTRES

1978 - Established as Peace Arch Community Services

Mergers

- 2010 Gateway Society for Persons with Autism
- 2011 Newton Advocacy Group Society
- 2012 South Fraser Women's Services
- 2017 Cornerstone Care Society

Accredited by COA (Council on Accreditation)

Respond to over 30,000 calls for help each year



Types of Services

- Early Childhood Development
- Child, Youth & Family Programs
- Community Living Programs
- General / Family Counselling
- Substance Use Counselling
- Employment Services Centres
- Food Banks – South Surrey and Langley
- Volunteer Services
- Women's Services – Trauma counselling
- Family Law (Women's legal advocacy)
- Advocacy Programs

www.sourcesbc.ca

sources
COMMUNITY RESOURCE CENTRES



Newton Resource Centre





Formerly

Newton Advocacy Services Society

Multiple services provided:

- Advocacy Programs - Poverty Law, Mental Health
- Rent Bank
- Housing First
- Volunteer Income Tax Clinic
- Positive Behaviour Support Services – Lower Mainland
- Legal Resource Centre
- Child & Youth Mental Health

Outreach Advocacy

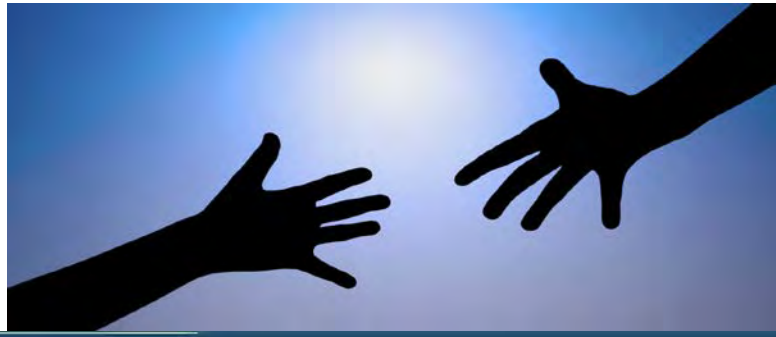


- **Mental Health program:**

  from Hope to Tri-Cities
  (Mental Health Sites)

- **Housing Prevention Program:**

  Surrey (Lookout, Elizabeth Fry,
  Women Center)
  Langley (Gateway of Hope,
  Food Bank)



Legal Information and Advocacy

supports women dealing with family law issues

Assistance is provided in the following area

Separation and divorce
Guardianship and parenting arrangements
Child and spousal support
Protection orders
Property and debt division



Services include

legal information regarding rights and obligations
Assistance with form preparation
Court preparation and accompaniments
Referrals
Emotional Support

In addition to English services are provided in Punjabi, Hindi and Urdu.

Contact information: 778-565-3638
106-13771 72a Ave, Surrey

sources
COMMUNITY RESOURCE CENTRES

Ask An Advocate
Information, Resources, Help & Contacts

Why Ask an Advocate?











Newton Resource Centre

2016

- Total Number of requests for assistance: about 5741
- Total Number of Referral & Resource Clients: 2358
- Total Clients Information & Advice Summary Served: 2198
- Total Case Managed Clients: 1185





Ask An Advocate Project

Phase 1 & 2 – website development

Launched in July 2016

Funded by:

fraserhealth
Better health. Best in health care.

PEACE ARCH HOSPITAL FOUNDATION

Phase 3 – support / training to service providers

Funded by:

metrovancouver
SERVICES AND SOLUTIONS FOR A LIVABLE REGION

Canada
Housing Partnering Strategy (HPS)



Project Objective

Increase community capacity and awareness to address homelessness

- Coordinate and provide access to income supports and tenancy advice to service providers working with individuals who are homeless or at risk of homelessness.
- Provide a regional network for organizations and service providers, offering information, resources and training.



Benefits

- **Accessibility** - access information, anytime, anywhere, via computer
- **Alleviates demand** on service
- **Increases capacity** across the region we serve
- **Promotes self-advocacy** amongst our clients
- **Supports Service Providers** in helping clients

Areas of focus

income assistance 	disability 
tenancy & housing 	other income support 



What is Ask an Advocate?

AskanAdvocate.ca is a "one-stop" resource that has compiled easy to access, useful information, resources and videos on Income Assistance, Disability benefits, Tenancy and Housing and other income supports.

Under each category, you will find short videos, a resource section with rate charts, fact sheets and more. Our questions section provides answers to commonly asked questions and is our most popular section, helping both individuals and service providers to access important information about benefits, tenancy issues and other income supports.

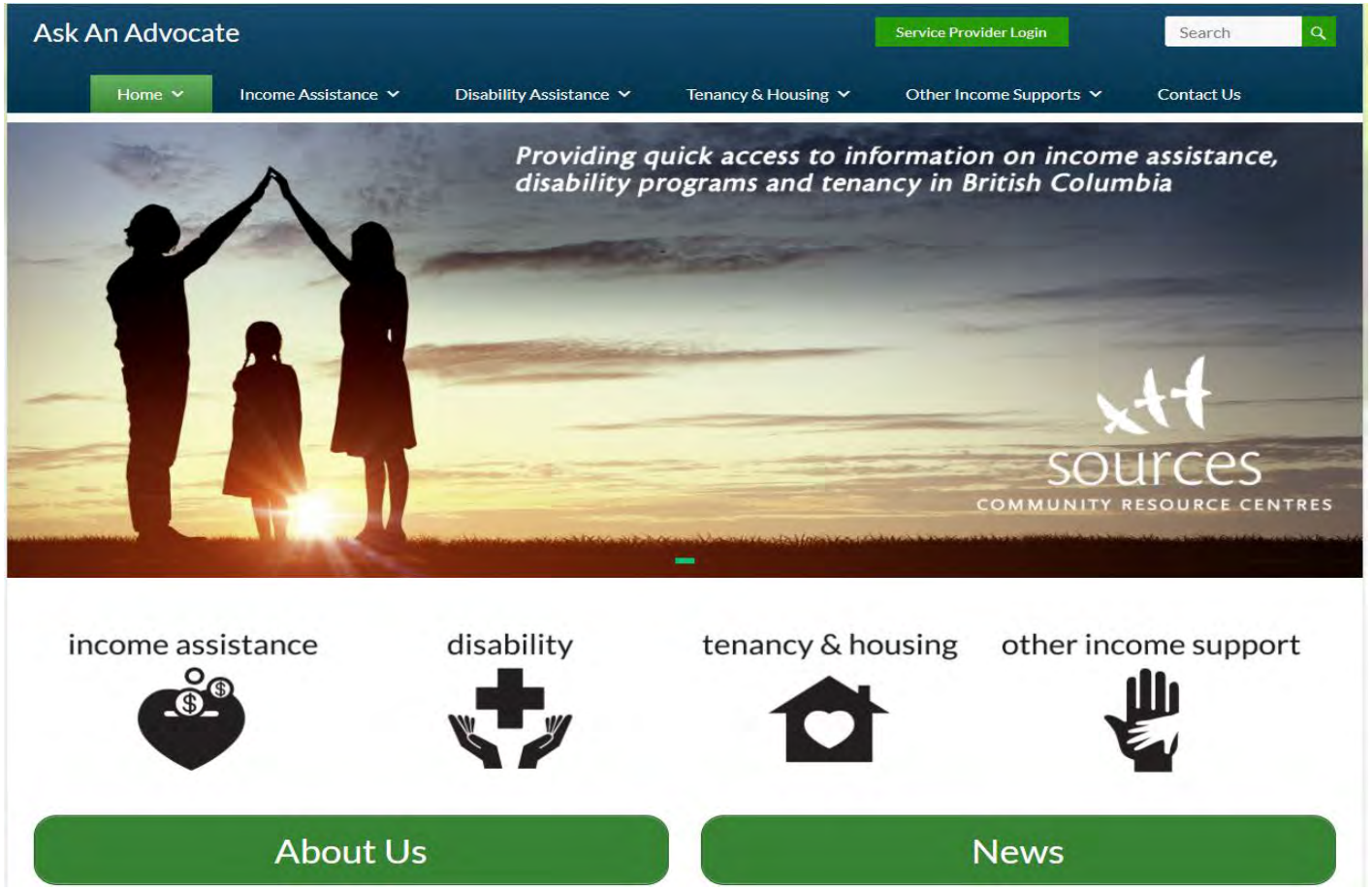


What is Ask an Advocate?

All our members have access to **ONLINE TRAINING COURCES,** and something that would help support service providers in assisting clients is that we have just launched our **LIVE CHAT** where service providers can get answers to questions in real time, with our live advocates!



Ask an Advocate website







ONLINE TRAINING COURCES Available

Income Assistance Basics

This course is designed to teach you about the basics of Income Assistance. It will provide an overview of the program benefits as well as walk through the eligibility requirements and application process. ~ 4 hours

Persons With Disabilities Basics

COMING SOON

This course is designed to teach you about the basics of Persons With Disabilities (PWD). It will provide an overview of the program benefits as well as walk through the eligibility requirements and application process.

Canada Pension Plan Disability Benefit Basics

COMING SOON

This course is designed to teach you about the Canada Pension Plan Disability Benefit which is available through Service Canada. It details the eligibility requirements, the application process and various other important information related to CPPD.

Also available: **Public Pension benefits** (CPP,OAS, GIS) and **Tenancy Basic**.



ONLINE TRAINING COURCES outline

Income Assistance

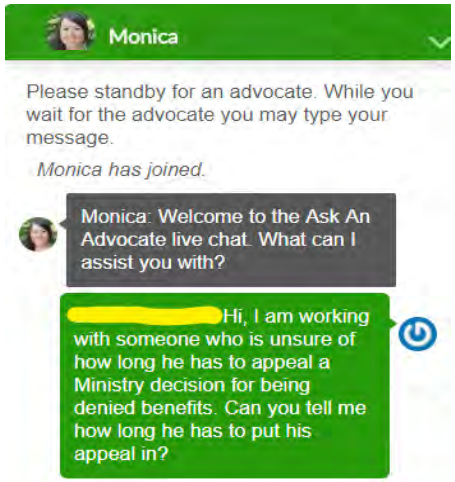
Module 1	**Overview**
Unit 1	**Ministry of Social Development and Poverty Reduction**
Unit 2	**Income Assistance Overview**
Unit 3	**QUIZ**
Module 2	**Barriers to Eligibility for Income Assistance**
Unit 1	**Eligibility**
Unit 2	**10 Things that Impact Eligibility**
Unit 3	**2 Year Independence Test**
Unit 4	**Being a Student**
Unit 5	**QUIZ**
Module 3	**How To Apply for IA**
Unit 1	**Applying for IA**

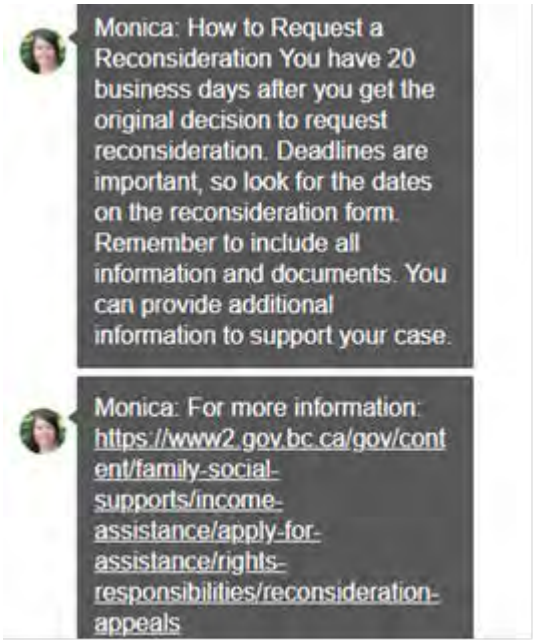
Have you heard?

LIVE CHAT

now available to Service Providers who are members of Ask An Advocate

Ask your questions to the online Advocate..._and get the answers you need in an instance!





NEWTON RESOURCE CENTRE
ADVOCACY, HOUSING & PREVENTION SERVICES

INCOME ASSISTANCE, PERSON with PERSISTENT MULTIPLE BARRIERS & DISABILITY
Annual Earning Exemptions, Asset Levels & Shelter/Support Rates:

CLASSIFICATION: Employable	**Earnings Exemption**	**Asset Level**	**SHELTER** *Shelter amount increases with # of children	**SUPPORT**	**TOTAL** **Changes: Depends on shelter amount	**Vehicle Asset Limit**
Single Person Aged 19-64	$400	$2000	375	335	710	
Single Person with Confirmed Pregnancy (Prenatal Shelter Supplement)	$400	$2000	375 + 195	335	905	
Single Person Over 65	$400	$2000	375	631.42	1006.42	
Couple Under age 65	$400	$4000	570	407.22	977.22	$10,000
Couple: One under 65 one over 65	$400	$4000	570	800.56	1370.56	
Couple with 1 child **(For more than 1 child – see shelter rates below)**	$600	$4000	*660	501.06	**1161.06	
Single parent with 1 child **Shelter amount increases with # of children**	$600	$4000	*570	475.58	**1045.58	
Classification: PPMB	**Earnings Exemption**	Asset Level	Shelter *Shelter amount increases with # of children	Support	Total **Changes: Depends on shelter amount	PPMB Vehicle Asset Limit
Single Person	$700	$2000	375	382.92	757.92	
Couple – **One** with PPMB	$700	$4000	570	496.22	1066.22	
Couple – **Both** with PPMB	$700	$4000	570	552.06	1122.06	$10,000
Couple: Both with PPMB with one child **(Additional Children: see shelter rates below)**	$700	$4000	*660	646.06	**1306.06	
Single Parent with child **(Additional Children: see shelter rates below)**	$700	$4000	*570	523.58	**1093.58	

Classification: PWD ***People with PWD can opt for a bus pass and have the transportation allowance reduced off their monthly entitlement or opt out of the bus pass program and keep the allowance to meet their transportation needs.	**ANNUAL Earnings Exemption**	**Asset Level**	**Shelter** *Shelter amount increases with # of children	**Support**	**Total Benefits**	**PWD Vehicle Asset Limit**
Single Person	$12000	$100,000	375	758.42	1133.42	
Couple: One with PWD	$14400	$100,000	570	927.56	1497.56	
Couple: One with PWD with One Child	$14400	$100,000	*660	1021.56	1681.56	
Couple Both with PWD	$24000	$200,000	570	1351.06	1973.06	No Limit
Couple: Both with PWD with Children*	$24000	$200,000	*660	1445.06	**2157.06	
Single parent with children*	$12000	$100,000	*570	899.08	**1469.08	
Shelter Rates for EMPLOYABLE, PPMB AND PWD	**Shelter Rates:** Single: $375.00 2 Member Family: $570.00; 3 Member Family: $660; 4 Member Family – $700; 5 Member Family: $750; 6 member family: $820.00 ***Shelter amount increases with # of children** ****Changes: Depends on shelter amount**					

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Scenario 1

Julie is 23, on income assistance and is 6 months pregnant. She is on her own with no partner for support and is worried about how she will make ends meet.

As a requirement for receiving income assistance, she has been looking for work and attending workshops at the local WorkBC Employment Centre. Now that she is pregnant, she wonders what her options are, whether she can get more money and if so, how much. She is also wondering about if she is still supposed to look for work after the baby is born.



Scenario 2

John is 49 and became disabled in 2015 as a result of a car accident. Recently John was approved for Canada Pension Plan Disability, and he is receiving $800 per month. He is also significantly restricted in his daily living activities, receiving ongoing help from his adult son who does the cooking, grocery shopping and the housecleaning. The son also provides emotional support to his Dad who is experiencing anxiety and depression. Currently he has no medical / prescription coverage.

What are John's options for receiving additional benefits?



Scenario 3

Shelley is a single mum with a 2 year old son living in Surrey. She has MS and is receiving PWD benefits. She has recently received an eviction notice from her landlord saying that she has to move out as he wants the basement suite back for family reasons. After looking at local rent prices, Shelley decides to move back to Kamloops where rent for a similar suite is $150 cheaper and her parents also live nearby. Although she will be able to save money on rent each month, she does not have the money to cover the cost of moving, what can she do?



Ask an Advocate: Available April 1, 2018



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- **On-line Chat** Feature

Questions?





Interested in training?



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Or visit us

www.askanadvocate.ca

Thank you