

KEEP YOUR LANDLORD IN CHECK



**10 RIGHTS
YOU SHOULD KNOW**

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About the Vancouver



Tenants Union

This handbook was created by members of the Vancouver Tenants Union - a network of renters across the city who support each other and fight for housing justice.

Become a member: vancouvertenantsunion.ca/join

We live and organize on the unceded and occupied territory of the səliłwətaʔt/Selilwitulh (Tsleil-Waututh), Skwxwú7mesh Uxwumixw (Squamish), and xʷməθkʷəy̓əm (Musqueam) people.

Introduction:

Whether you're a first-time renter in B.C. or a long-term tenant who just learned that a faceless corporation has taken ownership of your building, it's always a good time to learn your rights.

Our rights as renters are not set in stone - they can be won, but they can also be taken away. Most rights that we have today were fought for by organized renters who believe that safe, dignified housing is a human right. The Vancouver Tenants Union is a member-based organization of renters that continues in this same tradition.

Disclaimer: This handbook interprets renters' rights under the British Columbia Residential Tenancy Act and is intended as a primer for some common questions renters ask. **It should not be considered legal advice.** Check out the back page for more resources on your rights.

Did You Know?

Renters were not allowed to vote in Vancouver municipal elections until 1969. Before that, only property owners could vote.

WATCH OUT for Rent Control Loopholes

Rent control is one of the most important protections renters have. Rent controls limit how often and how much a landlord can increase your rent.



In B.C. this means:

- ➔ Your landlord can only raise rent once a year during your tenancy
- ➔ Rents can only be raised by the amount set by the provincial government.
- ➔ Your landlord must use the proper legal form: "Notice of Rent Increase"
 - If they don't use the correct form, you can ignore the notice.
- ➔ Tenants must get 3 full months' notice ahead of the rent increase
 - If your landlord gives less than three full months' notice, you can continue to pay your current rent until the correct amount of time has passed.

WATCH OUT for Fixed Term Leases

- ➔ You do **not have to sign a new lease** with a higher rent or different conditions.
- ➔ You do **not have to move out** or sign a mutual agreement to end tenancy.
- ➔ At the end of a one-year lease, your tenancy agreement automatically turns into a month-to-month lease with the same conditions as your previous agreement.

The Biggest Loophole:

In B.C. rent controls don't apply when a tenant moves out - this means that once you end your tenancy, landlords can raise rents as much as they want.



VTU members think we need Real Rent Control, also called vacancy control - this would change the law so that rent increases are limited even when a tenant moves. Learn more and sign the petition at

www.RealRentControlBC.ca

Strengthening Rent Control with Tenant Power

Organized landlord groups want to weaken rent controls or remove them altogether, so they can raise rents whenever they want. This is a key issue that tenant power can resist.

VTU members and other groups stopped a province-wide 4.5% rent increase in 2018.



Our collective resistance caused the government to speed up their planned review of renter laws and change the rent control formula so that the increase was knocked down to 2%.

Read More Here:

[vancouvertenantunion.ca/4 5 means fight](http://vancouvertenantunion.ca/4_5_means_fight)

Extra Fees Have Limits

*...or just
illegal!*

Some landlords try to get around rent control laws by making up extra charges and fees.

Here are some common ones:

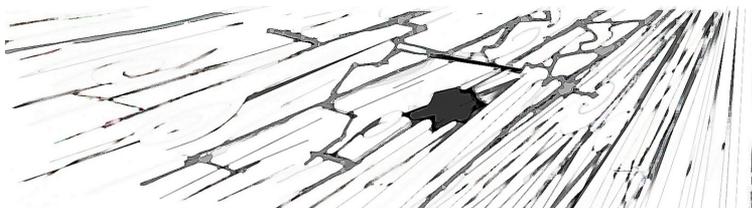
Fee/Service	Legal?	Max. Charge
Late Rent	Yes , but only if it is written in your tenancy agreement	\$25.00
Insufficient Funds Charge (in your bank account)	Yes , but only if it is written in your tenancy agreement	\$25.00
Key/FOB replacement	Yes	Only the cost of the replacement
Moving Fee (into another suite in the building) <small>*Moving to a different suite in a building is still considered a new tenancy and the rent might get jacked up</small>	Yes	\$15 or 3% of your rent. <small>*In a condo building, stratas are allowed to charge move-in/out fees which the landlord may pass onto you.</small>
Fee to Apply to rent a suite	No	--
Fee to Change Locks When You Move In	No	You may request new locks when you move into a new tenancy and your landlord must do this without charge
Guest Fees	No* But if your guest becomes a permanent roommate, your tenancy agreement might say that a higher rent can be charged with additional roommates.	--
Parking or Storage	No* Unless specified in tenancy agreement **They cannot be increased if included in the agreement	--

Your Landlord is Not Entitled to Keep Your Deposit

Landlords **must apply to the RTB** to keep all or part of a damage deposit. If they have not done this they have **no legal justification** to keep it unless you agree in writing.

Don't give them the satisfaction of keeping money that was never theirs to begin with.

The best way to avoid disputes about damage deposit is to insist on doing a **condition inspection report** (sometimes called a walk through) with your landlord when you move in and when you move out. You can document any issues you notice with photos or video, too.



If your landlord **didn't do a walk through** with you, they will have no credible evidence to justify keeping your deposit.

Remember - routine wear and tear is **not** considered damage that you have to pay for.



Maintenance and Repairs

Most regular repairs are your landlord's responsibility

The vast majority of maintenance and repair issues are your landlord's responsibility.

Renters are mainly responsible for routine upkeep and a deep clean when you move out.

Here's a quick reference chart:



Your Landlord's responsibility:

- Heating
- Plumbing
- Electricity
- Locks
- Light fixtures in common areas
- Walls, floors and ceilings
- Fire doors and fire escapes
- Smoke alarms
- Intercoms
- Elevators
- Painting at reasonable intervals
- Routine yard maintenance in multi-unit residential complexes, like cutting grass/clearing snow
- Infestations/pests (e.g. bedbugs)
- Serious mold issues
- Fixing/replacing items included in your tenancy agreement, like:
 - Appliances
 - Security system
 - Furniture
 - Garage/storage facilities

Your responsibility:

- Replacing Light Bulbs
- Minor mold issues (such as in a window or tub)
- Taking out the garbage/recycling
- Routine yard maintenance if you have exclusive use of yard (cutting grass, snow removal)
- Carpets:
 - reasonable maintenance during the tenancy;
 - steam cleaning or shampooing at the end of tenancies lasting one year or longer
- Patching nail holes in walls
- Cleaning marks on the walls
- Informing your landlord of maintenance issues that arise

Remember to Document Your Requests for Repairs

If your landlord fails to act after written requests, you can initiate an RTB dispute to **force them to make repairs.**

Standards of Maintenance bylaws describe minimum maintenance of buildings and are enforced through fines. You can contact your city government to enforce issues like garbage, pests, unsafe structures, fire safety issues, etc.

You Don't Have to Wait to Deal With Emergency Repairs

Some critical repair issues can't wait - under the law they are considered "emergency" repairs.

If your landlord is not responding in a reasonable amount of time, you have the **right to cover the cost of the repair** and ask your landlord to pay you back.

Only do this if the repair issue matches this criteria:

- Is urgent and necessary for the health or safety of people or property
- Is meant to repair one of the following:
 - Major leaks in pipes or the roof
 - Damaged or blocked water or sewer pipes or plumbing fixtures
 - The primary heating system
 - Damaged or defective locks that give access to a rental unit
 - The electrical systems

If you're not sure and don't want to risk being on the hook for the cost, call a legal advocate or the **RTB** (see back page).

Peace and Quiet Enjoyment



Your Landlord Can't Just Show Up Unannounced

If your landlord wants to enter your private suite, they must provide at least 24 hours' written notice, which must state:

- The date
- The time (must be between 8am and 9pm)
- A reasonable reason for entry, such as making repairs or completing a monthly inspection
- The exception to the 24 hours' notice is to deal with an emergency repair (see page 8).

Behavior You Don't Have to Put Up With

Under the law you have the right to “quiet enjoyment” of your home. This means you don't have to put up with any of the following:

- Unreasonable and ongoing noise
- Unreasonable and ongoing second-hand smoke
- Intimidation or harassment
- Landlord entering your rental unit too frequently
- Landlord entering your rental unit without permission or proper notice
- Landlord unreasonably refusing you access to common areas



It's your landlord's responsibility to make sure everyone's right to quiet enjoyment is respected. To fight back against **harassment**:

- Document incidents in a tenant journal (pg 10)
- Contact an advocate to learn more about your rights (pg 14)
- Do not suffer harassment in silence or fear. Come to a Vancouver Tenants Union meeting and share your experience

Roommates Might Not be Protected by the Law



If you or one of your roommates moved into a shared house, but did not sign a tenancy agreement, you are likely not protected by tenancy laws.

It is in your best interest to ask your landlord to update a tenancy agreement to **add new roommates whenever possible**.

Unfortunately, your landlord is not obligated to agree to add someone to your tenancy agreement. They might also suggest creating an entirely new tenancy agreement instead of amending the existing one. **Beware of this option** – before agreeing to a whole new tenancy agreement, make sure it's not a trick to jack up the rent or add new terms that weren't there before (for example, maybe your landlord now wants you to pay more for parking or a utility).

You and your roommates can refuse to sign a new tenancy agreement, but it may result in a stalemate where your roommates are not protected. This also means that if the original tenants who signed the agreement move out, roommates who are not on the lease will need to move out or ask the landlord for a new agreement under new terms.

***Watch out** for terms in your tenancy agreement that might limit the number of occupants, or terms that raise the rent if someone else moves in. These terms are legal, but only if they were agreed to when you started your tenancy.

Did You Know?

Unlike in B.C., landlords in Quebec are required to allow lease assignments (also known as transfers) without altering the terms of the original tenancy agreement.

It's Possible to Break a Lease Without Paying

Many renters worry about owing for the remaining months if they break a lease, but it's not that simple. Before they can pursue you for money owed, your landlord must try to re-rent your unit at a fair price, and they must prove that they tried. In the midst of a housing crisis, they'll likely have no trouble re-renting the unit at the same or higher rent.

There are also alternatives you can discuss with your landlord, such as

- Offering to sublet your suite
- Signing a mutual agreement to end tenancy.

Finally, you are allowed to break a lease if you are **fleeing** family violence or to move into a **long-term care** facility.

Why You Should Keep a Tenant Journal

Always get important information from your landlord in writing, and keep those notices in one place. In instances where important information is given to you verbally, make sure to write down the date, time and what is said.

If you ever have a dispute with your landlord – especially one that requires you to go to the RTB, you will need evidence to prove your case. This alone is a good reason for a tenant journal, which you can keep with your tenancy agreement.

*What is the RTB? (Residential Tenancy Branch)

The Residential Tenancy Branch (RTB) is the government department that deals with tenancy law in BC, including the Residential Tenancy Act and Regulation. When there is a problem that you and your landlord are unable to resolve, you can apply for dispute resolution through the RTB. The process can be complicated, and you may want help from an advocate.



Why You Should Join (or Start) a Tenants Union

Landlords have more power and resources than we as renters do. It's one thing to know our rights, but it can still be hard to fight for our rights when we are working alone.

There is Power in a Union because there is Power in Numbers.

Tenant unions can be an opportunity to meet your neighbours, build community, and strategize around common goals. This could be getting a major maintenance issue fixed in your building, working with renters from across the city to build tenant power, improve laws, and build affordable housing. They are also support networks that can share tips and respond to unjust evictions.

Join a Tenants Union like the VTU and Get Involved, too.

Notes

Notes

Other Resources About Your Rights

This information should **not be considered legal advice**. For a more complete resource, check out **Tenant Survival Guide** by the B.C. Tenant Resource & Advisory Centre (TRAC):

tenants.bc.ca/resources/tenant-survival-guide/

Legal Advocates in Vancouver:

Tenant Resource & Advisory Centre
604 255 0546

Access Justice
604 878 7400

Community Legal Assistance Society
604 685 3425

DTES SRO Collaborative
(Single Room Occupancy Hotel)
604 839 0379

DTES Women's Centre
604 681 8480

First United Church Advocacy
604 681 8365

Legal Advocates can:

- Teach you about your legal rights as a tenant
- Apply to the RTB to dispute your eviction
- Help you properly serve your documents on a landlord
- Create an evidence package
- Represent you at an RTB hearing
- Help you apply for a review, if you are not successful

