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Stuff that matters to Wayne

Stuff to Keep in Mind for Realtors, Tenants, and Landlords in BC

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Here are some snippets of information that should help both tenants and agents. When a property is for sale, there are some rules that need to be followed and some in particular are more relevant to common real estate transactions involving tenants. First [here is a link](#) to the BC government tenancy guide page. Next, here is the actual PDF guide for saving in case it changes location above for whatever reason: [act_english](#). Now, here are the snippets that I thought are pretty important to have a firm grasp of. From Residential Tenancy Act Guide

10.6.3 Selling and Showing a Rental Unit

When a rental unit is for sale or rent, the landlord must have the tenant's permission or give the tenant proper written notice before showing the rental unit.

The tenant and landlord can agree to a schedule of viewing times included in a single notice. If there is no agreement, the landlord must give proper notice each time before showing the rental unit. The landlord must keep in mind that the tenant is entitled to reasonable privacy and freedom from unreasonable disturbance. When a rental unit is sold, the tenant does not automatically have to move. If the new landlord or a close family member intends to move in, the original landlord must serve a Two-Month Notice to End Tenancy for Landlord's Use of Property. For more information, see "Landlord Gives Notice to End the Tenancy" under Section 12.9

12.9 Landlord's Use of Property

This applies when the landlord moves in or has a close family member live in the rental unit sells the property and the new owner, or a close family member of the new owner, intends to live in the rental unit. Close family member means the owner's or spouse's father, mother or child

12.8 Two-Month Notice

The landlord must serve the tenant with two month's notice where the landlord plans to use the property, do major construction or when the tenant no longer qualifies for subsidized housing. A Two-Month Notice must cover a full two-month period. For example, a notice given on March 15 would not take effect until the last day of May. When the tenant is for a fixed term, the move-out date cannot be before the final day of the fixed term. A tenant that receives a two-month notice can move out earlier than the date specified on the notice, unless the tenancy is for a fixed term. The tenant must give the landlord at least 10 days written notice and pay the rent up to the move-out date. Where the tenant has already paid a full

month's rent, the landlord must refund the rent. When a landlord ends a tenancy for landlord's use of property, the landlord must give the tenant the equivalent of one month's rent on or before the move-out date. If that is not done, the tenant may withhold the last month's rent. If the rental unit is not used for the reasons given in the notice within a reasonable period, the tenant may apply for dispute resolution, asking for compensation equivalent to two months' rent. At the hearing, the landlord should be prepared to demonstrate there was an honest intent to occupy, renovate, convert or demolish at the time the notice was issued.

Ending the Tenancy

A tenancy ends when:

- The tenancy agreement is a fixed term that specifies the tenant will move out at the end of the term
- The tenant or landlord gives notice to end the tenancy in accordance with the law
- The tenancy agreement is frustrated by circumstances beyond the landlord or tenant's control
- The tenant moves out or abandons the rental unit
- The landlord is granted an order by the RTB
- The tenant and landlord mutually agree in writing to end the tenancy

A landlord and tenant can agree in writing at any time that the tenancy agreement will end on a specified date. The landlord or the tenant can draw up their own agreement or use the form Mutual Agreement to End a Tenancy. The written agreement can be part of a fixed-term tenancy agreement, specifying the tenant will move out of the rental unit at the end of the fixed term.

11.1 Move-out Timeline

The tenant must move out by 1:00 p.m. on the last day of the tenancy. This means the unit must be cleaned and all keys given to the landlord by 1:00 p.m. on the last day. A tenant who has not moved by 1:00 p.m. on the last day of the tenancy could be responsible for any costs incurred by the landlord. These costs could include fees the landlord paid to accommodate the incoming tenant and store their belongings until they were able to move in

12.2 Ways for a Landlord to Give Notice to End Tenancy

A landlord must serve notice using the appropriate Notice to End Tenancy form. Each form lists all the valid reasons and the amount of time the landlord must give. Generally, a landlord must give one or two months' notice to a tenant, depending on the reason. However, a tenant that has not paid the rent on time can be given a 10-day notice. The landlord should keep a copy of the notice.

12.3 How a Landlord Serves the Notice to End Tenancy

- By leaving a copy with the tenant or at the tenant's residence with an adult who apparently resides with the person. The notice is considered served the same day
- By leaving a copy in a mail box or mail slot for the address at which the tenant resides. The notice is considered served three full days later
- By attaching a copy to a door or other conspicuous place at the address at which the tenant resides. The notice is considered served three full days later
- By transmitting a copy to a fax number provided as an address for service by the tenant. The notice is considered served three full days later
- By sending a copy by ordinary mail or registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five full days after mailing
- As ordered by the RTB

Sliding the notice under the door or using e-mail is not valid under the Act.

The existing landlord must receive a request in writing from the new owner before the notice can be served. The notice must indicate that the purchaser requires vacant possession in order for the purchaser, or close family member, to move in. When a new owner wants to use the property for any other purpose, the existing landlord cannot serve the Two-Month Notice to End Tenancy.

12.10 Major Construction

Major construction means:

- Demolishing the rental unit or doing major renovations that require the building or rental unit be empty for the work to be done. When possible, renovations should be done without evicting the tenant. For example, if the renovations require the unit to be vacant for a short period, the tenant

could be relocated and later return to the unit

- Converting the rental unit to a strata property unit, a non-profit co-operative or society, or a not-for-profit housing co-operative under the Cooperative Association Act
- Converting the rental unit for non-residential use, such as a shop
- Converting the rental unit into a caretaker's premises The landlord must have all required government permits and approvals in place before issuing the notice for any of the above reasons.

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