



Housing: Rights, Responsibilities and Dispute Resolution

MS Society of Canada, BC & Yukon Division

Thursday, November 21st, 2019



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Identification of needs, determination of objectives, selection of content and speakers, educational methods and materials are the sole responsibility of MS Society staff and advisors.





MS Society of Canada

Mission Statement: *To connect and empower the MS community to create positive change.*



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Presenters



Laura Track

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Lawyer



Shawn M. Smith

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Emma Lazo

Public Legal Education Coordinator at TRAC



Laura Track



Laura is a human rights lawyer and the Director of Education in CLAS's Human Rights Clinic. She advocates on behalf of people who have experienced discrimination and assists complainants to navigate BC's human rights process. Laura also has a strong interest in making legal knowledge accessible. She delivers workshops and presentations to a wide variety of audiences to help people understand their human rights and comply with their legal obligations. Laura earned her law degree from UBC in 2006, and holds a Masters in International Human Rights Law from Oxford University



Shawn M. Smith



Shawn was called to the bar in British Columbia in May of 1999. He practices almost exclusively in the area of strata property law. He routinely acts as legal counsel to strata corporations, strata management firms and individual owners. He has 20 years of experience drafting bylaws, helping navigate general meetings, assisting in the enforcement of bylaws, providing legal opinions on the application of the Strata Property Act, collecting unpaid strata fees and representing clients in disputes. He has appeared as counsel in Provincial Court, the Supreme Court and the Court of Appeal on a variety of matters. He routinely contributes to the newsletters for strata associations and gives lectures to groups, large and small. He can be followed on Twitter @stratashawn.



Emma Lazo



As TRAC's Public Legal Education Coordinator, Emma Lazo's primary responsibility is delivering workshops on tenants' and landlords' rights and responsibilities to communities across British Columbia. Emma also educates thousands of tenants and advocates each year by answering calls on TRAC's Tenant Infoline and helping distribute TRAC's publications, such as the Tenant Survival Guide. During her 10 years at TRAC, Emma has developed a passion for providing education on residential tenancy law and promoting the legal protection of tenants.

HUMAN RIGHTS IN HOUSING

Presented by Laura Track

Lawyer with the BC Human Rights Clinic at the
Community Legal Assistance Society (CLAS)

How are human rights protected?



Canadian Human Rights Act

- Covers federally regulated employment and services:
 - First Nations governments
 - Services on reserve
 - Banks
 - Trucking companies
 - Broadcasters
 - Telecommunications companies
- Canadian Human Rights Commission



BC Human Rights Code

- Protects us from discrimination
- Covers employment, tenancy and services within the province
- Some variation, but lots of similarities across the country
- Enforced by the BC Human Rights Tribunal

BC *Human Rights Code* & Housing

- Covers landlord-tenant relationships
- Protects tenants from discrimination
- Covers services provided by a strata
- Protects strata property residents from discrimination



Discrimination in Tenancy

10 (1) A person must not

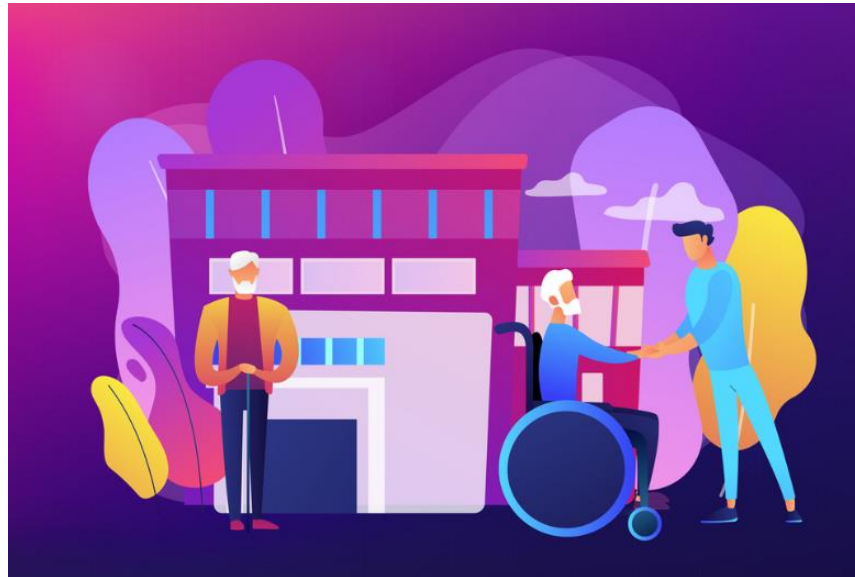
(a) deny to a person or class of persons the right to occupy, as a tenant, space that is represented as being available for occupancy by a tenant, or

(b) discriminate against a person or class of persons regarding a term or condition of the tenancy of the space,

because of the race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age or lawful source of income of that person or class of persons, or of any other person or class of persons.

Exceptions

- Shared sleeping, bathroom, or cooking facilities
- Housing for those aged 55+
- Housing for people with disabilities
- Non-profit exemption



What is discrimination?

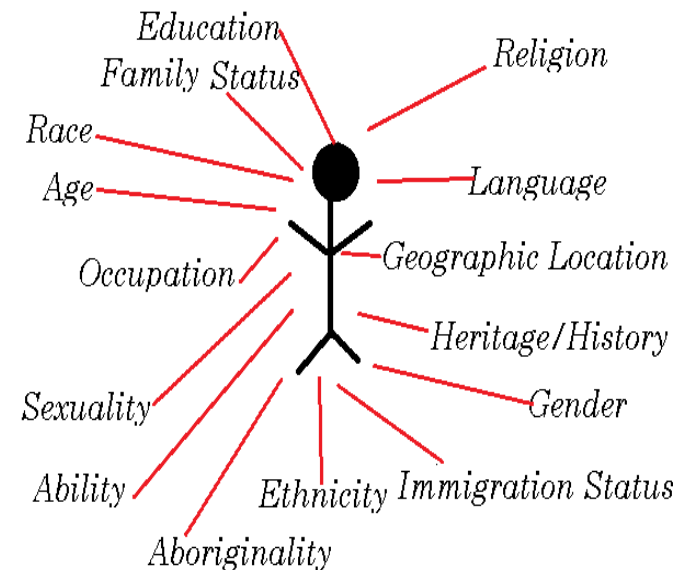
- Singling out
- Treating differently (badly)
- Stereotypes
- Biases
- Excluding
- Punishing
- Name-calling
- Harassing
- Bullying
- Violence
- Systemic
- Unfair



WHAT are we protected from?

Discrimination on the basis of

- Race
- Colour
- Ancestry
- Place of origin
- Religion
- Marital status
- Family status
- Physical or mental disability
- Sex
- Sexual orientation
- Gender identity or expression
- Age (19 and over)
- Political belief (employment only)
- Lawful source of income (tenancy only)
- Unrelated criminal conviction (employment only)



Complainant's Case

1. Protected characteristic
2. Negative treatment or impact
3. Connection between protected characteristic and negative treatment/impact

Respondent's Case

- The treatment was justified
- There is a reasonable explanation
- “Bona fide occupational requirement”

Duty to Accommodate



- Must give serious consideration to how a person can be accommodated
- Requires an individualized, case-by-case approach
- Reasonable accommodation \neq perfect accommodation
- Accommodation relates to “needs” not “wants”
- A shared obligation – both parties must be involved

Undue Hardship

- Must accommodate to the point of **undue hardship**
- Accommodation to the point of “undue” hardship means there may be *some* hardship
- Might involve expense, inconvenience, and/or disruption
- The burden is on the respondent to show that it has offered a reasonable accommodation such that any further accommodation would constitute undue hardship

Some examples

- An apartment building that is not accessible to a tenant due to disability
- A tenant is being subjected to homophobic bullying by other tenants
- A strata resident's disability is worsened by her neighbour's smoking
- A tenant's mental illness causes them to behave erratically
- A landlord is sexually harassing his tenant

BC Human Rights Tribunal

- Administrative tribunal
- Hears and decides human rights complaints
- Independent decision-makers
- Can order compensation and other remedies for discrimination
- No filing fees – free to access
- Offers free mediation services
- Costs awards are rare
- One year deadline to file a complaint



BC Human Rights Clinic



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PROCESS ▾

EDUCATION ▾

HUMAN RIGHTS MATTERS

ABOUT US

FUNDERS

MEDIA CONTACT

- Free legal services for people with human rights complaints
- Information, advice, representation
- Monday drop-in clinic
- Education workshops

**ACCOMMODATING
DISABILITIES
IN A
STRATA CORPORATION**



PRESENTED BY SHAWN M. SMITH



**Cleveland
Doan LLP**

**Strata
Lawyers**



HUMAN RIGHTS CODE

- *Human Right Code* (the “Code”) prevails over all other legislation; including the *Strata Property Act (SPA)*. – s.4 Code.

- The Code applies to strata corporations as a result of carrying out their statutory duties under the *SPA*.

- Have been held to provide “management services”.
 - *Williams v. Strata Council No. 768*, 2003 BCHRT 17;
 - *The Owners, Strata Plan LMS 2900 v. Hardy*, 2016 CRTBC 1



HUMAN RIGHTS CODE

The very broad definition of the word “service” captures many things which a strata corporation does in relation to the exercise of its powers and the fulfillment of its duties under the *SPA*, including:

- administering the common property,
- considering and approving alteration requests,
- enforcing bylaws, and
- considering the need for exemptions under a bylaws.



HUMAN RIGHTS CODE

Most situations involve Section 8(1) of the Code:

A person must not, without a bona fide and reasonable justification:

(a) deny to a personany accommodation, service or facility customarily available to the public, or

(b) discriminate against a person regarding any accommodation, service or facility customarily available to the public

because of the... **physical or mental disability**... of that person.



WHAT IS DISCRIMINATORY CONDUCT?

- Very rarely an actual intention on the part of a strata corporation to discriminate.
- Usually results from the implementation of a policy designed to address some other problem or issue. This is referred to as “adverse affect” discrimination.
- Can arise from a decision to enforce a bylaw (no pets, no air conditioners) where doing so adversely affects someone who falls under s.8 of the Code.



THE DUTY TO ACCOMMODATE

The obligations of the strata corporation with respect to a person with a disability are:

- It must accommodate a resident with a disability to the point of undue hardship.
- The accommodation process is one in which all those involved are required to work together to find a solution that adequately balances the competing interests.
- The process requires a strata corporation to take positive steps to achieve a reasonable solution.



THE DUTY TO ACCOMMODATE

- The duty to accommodate arises only upon the strata corporation becoming aware that a person suffers from a disability - *Brown v. The Owners, Strata Plan LMS952*, 2005 BCHRT 137
- There must also be a request and a denial before there can be discrimination. - *Shakun v. Ospikia Place PG6 Council and Pace Realty Corporation* 2009 BCHRT 121.



REQUESTING AN ACCOMMODATION

- Owner must be prepared to disclose the nature of their condition and have medical evidence available to support the accommodation they are requesting - *Menzies v. Strata Plan NW2924*, 2010 BCHRT 33
- There must be a nexus between the disability and the accommodation requested – *Judd v. Strata Plan LMS737*, 2010 BCHRT 276; *Dandurand v Strata Plan KAS 3558*, 2016 BCHRT 47.



REQUESTING AN ACCOMMODATION

- Requests can be made in writing or a hearing can be requested under s.34.1 of the SPA.
- The strata council must hold the hearing within 4 weeks and give a written reply within 1 week.
- Failure to grant a hearing can entitle an owner to damages - *Lozjanin v. The Owners, Strata Plan BCS 3577*, 2019 BCCRT 481
- Demonstrating a reluctance to grant an accommodation can result in a breach of the Code - *Bowker v Strata Plan NWS 2539*, 2019 BCHRT 43.



REQUESTING AN ACCOMMODATION

- Owner making the request must provide medical evidence – Leary v. Strata Plan VR1001, 2016 BCHRT 139
- S.35 SPA requires strata to keep all correspondence for 2 years.
- S.36 SPA permits other owners to request copies of correspondence
- Protections under the Personal Information Protection Act do not apply to a s.36 request.



ASSESSING A REQUEST FOR AN ACCOMMODATION

- **Leary v. Strata Plan VR1001, 2016 BCHRT 139 – sets out the respective obligations of each party.**
- **Owner’s main obligation is to provide sufficient medical information for the strata corporation to assess the request.**
- **The strata corporation’s main obligation is to properly consider the request and suggest alternatives if the request cannot be granted.**



ASSESSING A REQUEST FOR AN ACCOMMODATION

A strata corporation is:

- not required to provide a “perfect solution” but, rather, to provide a reasonable accommodation in the circumstances of the case - *Herbert Stengert obo others v. Strata Plan BCS2427*, 2018 BCHRT 70.
- obligated to accommodate to the point of undue hardship - *Holowaychuk v The Owners, Strata Plan NW332*, 2008 BCHRT 274



ASSESSING A REQUEST FOR AN ACCOMMODATION

- Hardship is undue if it threatens the viability of the strata's co-operative framework - *The Owners, Strata Plan LMS XXX v. D.B.*, 2017 BCCRT 117
- Cost is a factor that the Tribunal can always take into account when considering undue hardship - *Holowaychuk v The Owners, Strata Plan NW332*, 2008 BCHRT 274
- A strata corporation must show that it has considered all reasonable alternatives for accommodation and that there were none - *Bowker v Strata Plan NWS 2539*, 2019 BCHRT 43.



ALTERATION REQUESTS

- Alteration requests are governed by the bylaws.
- There are usually separate bylaws for alterations to a strata lot and alterations to the common property.
- Often specific bylaws re specific such things as air conditioners, hard surface flooring and changes to exterior.
- Can be required to sign an Assumption of Liability/ Indemnity Agreements.



ALTERATION REQUESTS

- Owner has an obligation to provide sufficient information to allow a proper assessment the of request - *Testar v. The Owners, Strata Plan VR 1097*, 2009 BCHRT 41
- Strata corporation has a duty to undertake an honest and thorough assessment - *Seymour v Strata Plan VIS 2551 (No. 2)*, 2018 BCHRT 186.
- Concerns about the impact on the building are a legitimate factor to consider - *Dennis Susko v The Owners Strata Plan LMS 2226*, 2018 BCCRT 249.



ALTERATION REQUESTS

Shannon v. The Owners, Strata Plan KAS1613 (No. 2)
2009 BCHRT 438

- Owner suffered from COPD and required his strata lot to be kept cool. Although he had air conditioning, sought permission to install a sunscreen on the exterior.
- Strata council refused on the grounds that the screen was not permitted by the bylaws.
- Tribunal held there was discrimination based on the adverse effect that denying the request had on the owner.
- The standard of no screens was reasonable, the strata still had a duty to accommodate him. It failed to show there were any reasonable alternatives.



AIR CONDITIONERS

- Two types:
 - Portable (in suite or window mount)
 - Permanent – typically a “mini split” system
- Portable air conditioners are often regulated by the bylaws (i.e. can't be visible from the exterior).
- Permanent air conditioners are often either:
 - Prohibited entirely
 - Allowed with permission



AIR CONDITIONERS

- A duty to accommodate can arise in both situations.
- Allowing a portable system will not automatically satisfy an obligation to accommodate – *Ottens v. LMS2785 2019 BCCRT 997*
- An owner does not have to prove that air conditioning is the only means of treating symptoms affected by heat - *Macario v. Strata Plan BCS1296 and another, 2017 BCHRT 255*



AIR CONDITIONERS

Ottens v. The Owners, Strata Plan LMS2785 2019 BCCRT 997

- Bylaws prohibited air conditioning units.
- Strata council granted permission to owners to install permanent systems based on medical reasons.
- CRT pointed out that the strata council cannot actually approve the installation. All it can do is elect not to enforce the bylaw prohibiting them.
- Use an Assumption of Liability Agreement to address concerns re damage to the building.
- Owners must be required to remove them when they sell and move.



PETS

- Despite a bylaw prohibiting pets, residents can have a pet where that pet is needed for medical reasons.
- Medical exemptions arise in one of two ways:
 - under the Guide Dog and Service Dog Act (*GDSA*)
 - under the Code.
- Non medical exemptions arise only if the bylaw itself permits a discretionary exemption. Strata councils cannot waive compliance with a bylaw.



PETS

S.123(1.01) of the SPA recognizes the exemption under the GDSA. It provides:

A bylaw that prohibits a pet or other animal or that restricts the access of a pet or other animal to a strata lot or common property does not apply to

(a) a guide dog or service dog, or

(b) a dog that is a member of a retired guide or service dog team if the person who is a member of the team is an owner, tenant or occupant.



PETS

- In order to qualify for an exemption under the *GDSA*, the dog must be certified by the Province, not the various organizations which purport to “certify” therapy and service dogs.
- A dog need not be certified in any way in order to qualify as an assistance animal under the Code - *Devine v. David Burr Ltd. and others (No. 2)*, 2010 BCHRT 37.
- However, the resident requesting a pet not captured by the *GDSA*, must establish a duty to accommodate under the Code.



PETS

- An owner requesting an accommodation must establish a nexus (or direct connection) between their disability and need for a pet - *Judd v. Strata Plan LMS737*, 2010 BCHRT 276.
- A positive bond between the owner and the pet is not enough to prove a nexus- *N.K. v. The Owners, Strata Plan LMS YYYY*, 2018 BCCRT 108.



PETS

Another way of looking at the nexus is to ask if not being able to have the pet :

- could put the individual at significant risk of a relapse - *BH obo CH v. Creekside Estates Strata KAS1707 and another*, 2016 BCHRT 100
- would likely lead to adverse consequences in terms of the owner's medical condition - *UL obo SL v. Strata Plan LMS 4555 and others*, 2014 BCHRT 66



DISPUTE RESOLUTION

- Jurisdiction over the application of the *Code* falls primarily to the BC Human Rights Tribunal (“BCHRT”).
- However, the Civil Resolution Tribunal (“CRT”) also has the ability to apply the *Code* in certain circumstances.
- One doesn’t take precedence over the other, but both can dismiss a claim if it has been resolved in another forum.



DISPUTE RESOLUTION

- CRT cannot deal with claims of discrimination - *Leary v. The Owners, Strata Plan VR 1001*, 2017 BCCRT 76; *Campbell et al v. The Owners, Strata Plan BCS 2742*, 2019 BCCRT 111.
- The CRT will generally apply the Code to address whether a bylaw is enforceable (i.e. does it contravene the Code?) or if there has been a breach of a bylaw.
- If an accommodation is not granted, the owner must go to the Human Rights Tribunal




TENANT RESOURCE & ADVISORY CENTRE

promotes the legal protection of residential
tenants across BC by providing
INFORMATION, EDUCATION,
SUPPORT and **RESEARCH**
on residential tenancy matters.



WHAT IS

RESIDENTIAL TENANCY LAW?


- ☛ Tenant and landlord **RIGHTS** and **RESPONSIBILITIES**.
 - ☛ Tenancy laws in BC are different than tenancy laws in other parts of the world.
 - ☛ Cannot avoid or contract out of the *Residential Tenancy Act*.
 - ☛ Cannot enforce “unconscionable” terms that are oppressive or grossly unfair.
- 



Are you covered by the
Residential Tenancy Act?

Not everyone who rents their home is a
“**TENANT**” under the *Residential Tenancy Act*





You are **NOT** a “tenant” under the *Residential Tenancy Act* if you:

- ☛ **SHARE** a kitchen or bathroom with the OWNER of the property (e.g. home stay program)

- ☛ **RENT** from another tenant with whom you live as their “occupant/roommate”

- ☛ **LIVE IN:**
 - ☞ co-operative housing
 - ☞ student housing provided by your school
 - ☞ emergency shelter or transitional housing
 - ☞ vacation or travel accommodation

WHAT IS THE RESIDENTIAL TENANCY BRANCH (RTB)?



Government
department
in charge of residential
tenancy law in BC.

- ☞ Phone service
- ☞ Solution Explorer
- ☞ Dispute Resolution



BURNABY 125

Only one RTB office
in BC, located in
Burnaby.

☞ 400-5021
Kingsway



Service BC Centres across the
province act as extensions of
the RTB.

☞ servicebc.gov.bc.ca/locations

DISPUTE RESOLUTION

Similar to court, but done over the **phone**



Arbitrator (similar to Judge) makes a legally-binding decision



\$100 fee – but you may be repaid if you win your hearing. If you are a low income applicant, the fee may be waived entirely



You will need **evidence**, not allegations

Examples: photographs, receipts, witnesses, letters, and affidavits



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)

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

and the TENANT(S):

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
(optional) phone number	(optional) other phone number

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	B.C.	<input type="text"/>
unit number	street number and street name	city	province	postal code

ADDRESS FOR SERVICE of the landlord landlord's agent:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit/site #	street number and street name	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone number	other phone number	fax number for service		

TENANCY AGREEMENTS

- ☞ A legal **CONTRACT** between a tenant and landlord.
- ☞ TRAC strongly recommends having a **WRITTEN** agreement.
- ☞ **VERBAL** tenancies are still covered under the *Residential Tenancy Act*.

1. APPLICATION OF THE TENANCY AGREEMENT

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

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

weekly bi-weekly other:

C) and is for a fixed term ending on

day month year

IF YOU CHOOSE C, CHECK AND COMPLETE D OR E

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

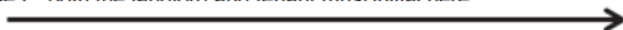
E) At the end of this time, the tenancy is ended and the tenant **must vacate the rental unit**.

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.

- | | | | | |
|--------------------------------------|--|---|---|--|
| <input type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input type="checkbox"/> Garbage collection | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpets |
| <input type="checkbox"/> Cablevision | <input type="checkbox"/> Sewage disposal | <input type="checkbox"/> Recycling services | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Parking for <input type="text"/> vehicles |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Snow removal | <input type="checkbox"/> Kitchen scrap collection | <input type="checkbox"/> Stove and oven | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input type="checkbox"/> Window coverings | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input type="checkbox"/> Free laundry | <input type="checkbox"/> Furniture | <input type="checkbox"/> Other: <input type="text"/> |

Additional information:

TENANCY AGREEMENTS

👉 Month-to-month or fixed-term?

👉 Key landlord contact information:

👉 Legal name

👉 Phone number

👉 Address for service

👉 Landlord must give tenant a signed copy within 21 DAYS

VACATE CLAUSES




(R T A A m e n d m e n t – D e c . 2 0 1 7)

- ☛ Fixed term tenancy agreements with vacate clauses can now only be used:
 1. when a tenant temporarily sublets their rental unit to a subtenant
 2. when a landlord, or a “close family” member of that landlord, intends in good faith at the time of entering into the tenancy agreement to occupy the rental unit at the end of the term.
- ☛ This change is **RETROSPECTIVE** and applies to fixed term tenancy agreements that were in place at the time the law was changed
- ☛ If your landlord abuses the new vacate clause rules, they could owe you **12 MONTHS OF RENT** as compensation (**PENDING**)

DISCLOSURE OF PERSONAL INFORMATION

Office of the Information and Privacy Commissioner of BC has developed a helpful guidance document:

www.oipc.bc.ca/guidance-documents/1456

		
ALWAYS AUTHORIZED	SOMETIMES AUTHORIZED	(ALMOST) NEVER AUTHORIZED
<ol style="list-style-type: none">1. Name and proof of identity2. Contact information3. Name of current and previous landlords4. Whether the applicant has ever been evicted5. Addresses of previous residences and how long lived there6. Reason for leaving previous residences7. Pet information8. Expected length of tenancy applied for9. Consent for a criminal record check10. Number of occupants	<ol style="list-style-type: none">1. Birth date of applicant2. Age of unit occupants3. SIN of applicant4. Non-landlord (personal) references5. Amount of current or previous rent6. Current employment and salary information7. Consent for a credit check8. Bank statements9. Federal tax assessments	<ol style="list-style-type: none">1. Consent to collect personal information "from other sources"2. Proof of insurance3. Driver's licence number4. Whether any intended occupants smoke5. Vehicle information6. Applicant's banking history7. Marital status8. Credit card number9. Emergency contact info

QUIET ENJOYMENT

☞ Freedom from **UNREASONABLE** disturbances.

☞ For example:

☞ Smoke

☞ Noise

☞ Intimidation / harassment





QUIET ENJOYMENT

- ☞ Freedom from illegal landlord entry.
- ☞ At least **24 HOURS** – but not more than 30 days – written notice:
 - ☞ Date
 - ☞ Time (8am – 9pm)
 - ☞ Reasonable reason

KEY TENANT RESPONSIBILITIES



- ☛ Pay rent in full and on time
- ☛ Keep the rental unit reasonably clean
- ☛ Notify the landlord of any repairs immediately
- ☛ Pay for any damage caused beyond normal “wear and tear”
- ☛ Don’t unreasonably disturb others
- ☛ Don’t do anything illegal and dangerous

KEY LANDLORD RESPONSIBILITIES

- ☛ Provide a copy of the tenancy agreement
- ☛ Provide opportunities to complete both move-in and move-out Condition Inspection Reports
- ☛ Provide a receipt for rent paid in cash
- ☛ Return deposits on time
- ☛ Make repairs to ensure that the rental unit complies with health, housing, and safety standards required by law
- ☛ Provide quiet enjoyment to tenants



EVICTION



- A landlord can give a tenant an eviction notice (also known as a **NOTICE TO END TENANCY**) when they want the tenant to move out.
- There are four main types of evictions.

EVICTIION:

10 DAY NOTICE FOR NON-PAYMENT OF RENT

- ☛ You can receive a 10 Day Eviction Notice if you are only one day late, or a few dollars short.
- ☛ If you are late paying rent and receive a 10 Day Eviction Notice, you have **5 DAYS** to pay up in order to cancel the eviction.



EVICTION:

ONE MONTH NOTICE FOR CAUSE



- ☛ violate another tenant's right to quiet enjoyment
- ☛ damage something and do not help repair it
- ☛ assign, sublet, or add an occupant/roommate without permission
- ☛ repeatedly pay rent late
- ☛ fail to comply with a "material term" and ignore the landlord's written warning
- ☛ engage in illegal activity that negatively affects the building, landlord, or other occupants
- ☛ receive a government order telling you to

EVICTIION:

TWO MONTH NOTICE FOR LANDLORD'S USE OF PROPERTY

You may get this notice if your landlord or their close family decide to move into your place.

☛ **“CLOSE FAMILY”**:

- ☛ Landlord's spouse
- ☛ Parents or children of the landlord or the landlord's spouse



EVICTIION:

FOUR MONTH NOTICE FOR LANDLORD'S USE OF PROPERTY

You may get this notice if your landlord wants to:

- ☛ demolish your rental unit
- ☛ make **EXTENSIVE** renovations that require you to **MOVE OUT** for an extended period of time



DISPUTING AN EVICTION NOTICE

If a tenant does not think they deserve to be evicted, they can challenge the eviction notice at dispute resolution.

10 Day Notice = **5 DAYS** to dispute
1 Month Notice = **10 DAYS** to dispute
2 Month Notice = **15 DAYS** to dispute
4 Month Notice = **30 DAYS** to dispute

CONTACT TRAC



tenants.bc.ca



rentingitright.ca



(604) 255-0546

1 (800) 665-1185



@tracbc



@trac_bc



@trac_bc

CONTACT RTB



gov.bc.ca/landlordtenant



hsrto@gov.bc.ca



(604) 660-1020

1(800) 665-8779

Offices:

400 – 5021 Kingsway Ave, Burnaby

390 Main St. (at Hastings), Vancouver *

518 Richards St., Vancouver *

Service BC Centres:

www.servicebc.gov.bc.ca/locations

* Only accepts dispute resolution applications from low income tenants



For more
information



MS Navigators

Phone: 1-844-859-6789

Email: msnavigators@mssociety.ca

BC & Yukon Division Office

Phone: 604-689-3144

Email: info.bc@mssociety.ca

Volunteer Legal Advocacy Program (VLAP)

Phone: 604-602-3236

Email: vlap-bcy@mssociety.ca

Website: www.mssociety.ca



Thank you for attending!

Questions?