



ASM STUDENT RENTERS GUIDE

Things to know Before Renting in British Columbia

- The [Tenant Resource & Advisory Centre \(TRAC\)](#) and [Residential Tenancy Branch \(RTB\)](#) are great sources of information for renters
- Renting is a legal agreement between a landlord and a tenant. This is commonly referred to as a tenancy.
- Rent is the money a renter, or tenant, pays to their landlord on a regular basis – usually once per month.
- Rent covers the cost of different things at different places, so always ask yourself – what is included in the rent?
- Planning ahead by making a budget is the best way to determine how much rent you can afford.
- You need to identify your rental needs and preferences in order to find the place that's right for you.
- Consider your unique rental requirements – such as smoking, roommates, pets, or accessibility.

Looking for a place

- Make sure you are covered by BC's [Residential Tenancy Act](#), which provides renters with important protections.
- There are different types of rental units, and it is important to understand how your rights and responsibilities change depending on the housing you live in.
- Be resourceful when searching for rental housing. Try using both online and in-person approaches.
- When you find a place that interests you, contact the landlord to ask some basic questions and book a viewing.
- Whenever possible, visit a potential rental unit and meet the landlord before signing a tenancy agreement or paying a security deposit.
- When attending viewings, be sure to make a good impression and get the information you need to make a well-informed decision.

Type of housing

- Apartments
- Condos and Townhomes
- Co-operative Housing
- Hotels
- Indian lands
- Living with owner
- Manufactured Home parks

- Rented houses
- Secondary suites
- Subsidized housing

How to search for a place

You can try searching websites like [Craigslist](#), [Kijiji](#), [PadMapper](#), or online listings from property management companies in your area. Keep your eyes open for bulletin board postings at stores or schools, ads posted outside buildings with vacancies, and listings in the classifieds section of your local newspaper. Websites like [Craigslist](#), [Kijiji](#), and [PadMapper](#) have a lot of legitimate rental listings, but you need to be careful of scams. Never send money to someone you haven't met, and never pay a deposit before you have viewed the place. If you are suspicious of a potential landlord, trust your instinct.

Rental Applications

- Some properties are rented on a first-come, first-served basis. Be prepared to submit complete, accurate and legible application forms on the spot.
- When attending viewings, remember to bring your references, cover letter, credit check, pet resume, and certificate of completion from this course.
- Consider your digital footprint. Do you need to delete content or restrict access online?
- Landlords are not allowed to charge application fees
- There are privacy rules that limit the personal information a landlord can ask for and collect.
- Landlords must treat you fairly. They are not allowed to discriminate based on race, colour, religion, sexual orientation, etc.

Tenancy Agreement

- A tenancy agreement is a legal contract between you and the landlord.
- Verbal tenancies are covered by the [Residential Tenancy Act](#), but not recommended. It is best to have a written tenancy agreement containing all the standard terms required by law.
- Your landlord cannot make you sign an agreement that avoids or contracts out of the law.
- There are some very important terms to consider when negotiating a tenancy agreement
 - tenancy period (month-to-month or fixed-term)
 - how much rent is
 - what's included in the rent
 - unique requirements
 - fees
- If you will be renting with roommates, it is important to understand the different between co-tenants, tenants in common and subtenants.

Moving

- Landlords are allowed to charge a security deposit of half the monthly rent.
- Landlords are allowed to charge a pet damage deposit of half the monthly rent, if pets are allowed.
- It is important for both the tenant and the landlord to cooperate and complete a move-in condition inspection report.
- The move-in condition inspection is your chance to document damage that wasn't your fault, and ask your landlord to make repairs required by law.
- Regardless of whether or not it is a requirement of your agreement, tenant insurance is something that all tenants should strongly consider.
- At the start of your tenancy, you have the right to have the locks re-keyed or changed. Your landlord is not allowed to charge you a fee for this.

What is my right as a tenant?

- Quiet enjoyment gives tenants the right to reasonable privacy, freedom from unreasonable disturbances, exclusive use of their rental unit, and use of common areas for reasonable purposes.
- In order to legally enter a rental unit, landlords must provide tenants with written notice no less than 24 hours, and no more than 30 days, before entering. This notice must state the date, the time (between 8am and 9pm) and a reasonable reason for entry.
- Tenants are allowed to have guests visit, and even stay overnight. However, the behaviour of those guests and the length of their stay must be reasonable.
- Tenants and landlords are not allowed to intimidate, threaten or harass each other, or other tenants.

Paying Rent

- Paying rent is one of a tenant's most important responsibilities.
- In most cases, you are not legally allowed to withhold rent when your landlord breaks the law.
- If you are late paying rent, you may be issued a 10 Day Eviction Notice for Non-Payment of Rent.
- If you won't be able to pay your full rent on time, prioritize your rent over other expenses, ask for a loan, contact a Rent Bank ([Vancouver](#), [Surrey](#), [Kamloops](#)), or speak to a [legal advocate](#) about a crisis supplement.
- Landlords can raise rent once every 12 months by a set percentage, as long as they give tenants three months' notice using the proper form.

Who takes care of repairs?

- Landlords have a legal obligation to repair and maintain their rental property to meet health, safety and housing standards.
- Tenants are responsible for maintaining reasonable health, cleanliness and sanitary standards.
- If you, a guest or a pet causes damage beyond normal “wear and tear” you may be held responsible for that damage.
- If you plan on dealing with emergency repairs yourself, make sure to carefully review the proper procedure.
- Landlords are not allowed to restrict essential services or facilities.
- Landlords are allowed to restrict non-essential services and facilities, if they provide 30 days’ written notice and reduce rent appropriately.

How do I end a tenancy?

- If you have a month-to-month agreement, you can end your tenancy by giving your landlord one *full* month notice in writing.
- If you have a fixed-term tenancy, you are generally not allowed to move out early unless you:
 1. have reached an agreement with your landlord
 2. have assigned or sublet your tenancy
 3. are leaving because your landlord has breached a material term
 4. are fleeing family violence, or
 5. are moving into a long-term care facility.
- There are three main types of eviction notices
 1. 10 Day Notice for Non-Payment of Rent
 2. One Month Notice for Cause, and
 3. Two Month Notice for Landlord Use of Property.
- Deadlines to challenge eviction notices through dispute resolution can be very short. For a 10 Day Eviction Notice, you have 5 days to apply for dispute resolution; for a One Month Eviction Notice, you have 10 days; and for a Two Month Eviction Notice, you have 15 days.
- A Writ of Possession gives the landlord the right to hire a court-approved bailiff to legally remove a tenant and their possessions from a rental unit.
- At the end of your tenancy, you are expected to do a reasonably thorough clean of your rental unit and participate in a move-out condition inspection report.
- Once your tenancy has officially ended and you have provided your forwarding address in writing, your landlord has 15 days to do one of three things:
 1. Return your deposit
 2. Get your written consent to keep some or all of your deposit
 3. Apply for dispute resolution to keep some or all of your deposit
- If your landlord does not follow this proper procedure, you can go after them for double the amount of the deposit.

Problem Solving

- Some tenancy problems can be resolved through effective communication with your landlord.
- When communication with your landlord breaks down, or in urgent situations, consider dispute resolution.
- Gathering and submitting high quality evidence will increase your chances of success at dispute resolution.
- During dispute resolution hearings, which are usually held over the phone, an “arbitrator” conducts the hearing, weighs the evidence, applies the law, and makes a legal decision.
- If you believe that your dispute resolution decision is unfair, unreasonable or incorrect, you may challenge the decision through the Residential Tenancy Branch or Supreme Court of BC.
- If you have questions that haven’t been answered through this course, the Tenant Resource & Advisory Centre (TRAC) and Residential Tenancy Branch (RTB) are great sources of information for tenants.
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References

Rent it Right BC	https://www.rentingitright.ca/
Residential Tenancy Act	http://www.bclaws.ca/civix/document/id/complete/statreg/02078_01
Residential Tenancy Regulation	http://www.bclaws.ca/Recon/document/ID/freeside/10_477_2003
Tenant Survival Guide	http://tenants.bc.ca/?s=survival+guide