



# Finding Rental Housing

July 19, 2023

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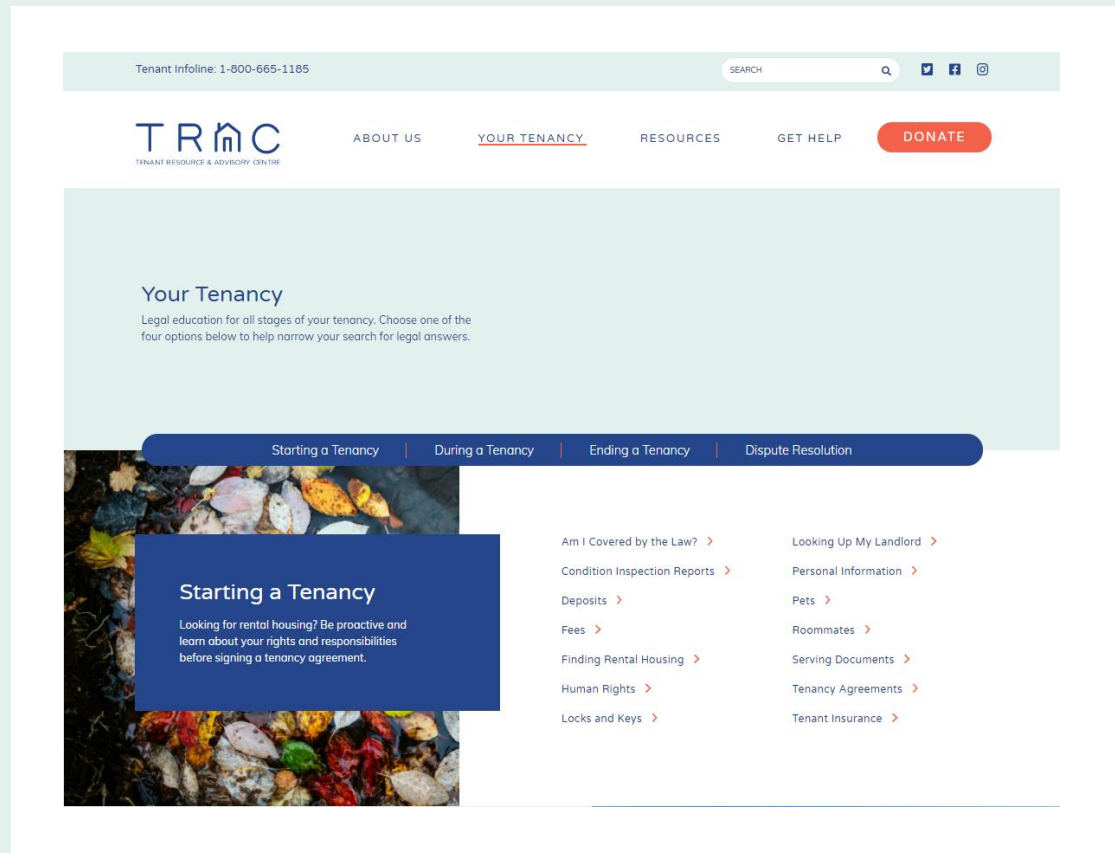
TRAC is located on unceded Coast Salish territory, including the lands belonging to the x<sup>w</sup>məθk<sup>w</sup>əyəm (Musqueam), Skwxwú7mesh (Squamish) & səliłwətaʔɪ (Tsleil-Waututh) Nations.



TENANT RESOURCE & ADVISORY CENTRE

TRAC's mission is to promote and enhance the legal protection of residential tenants across British Columbia by providing information, education, research, and advocacy on rental housing matters.

# TRAC overview



Tenant Infoline

Full representation

Workshops/webinars

Plain language publications

Website

Social media

Online course

Systemic advocacy

# Outline

## The law in BC

- BC tenancy law, Residential Tenancy Branch, dispute resolution

## Searching for housing

- Needs vs. wants, cost of renting, viewing a rental unit, rental scams

## Applying for housing

- References, credit checks, cover letters, pets, application fees, personal information, discrimination

## Tenancy agreements

- Periodic vs. fixed term, roommates

## Moving in

- Deposits and fees, condition inspection reports, tenant insurance, locks and keys

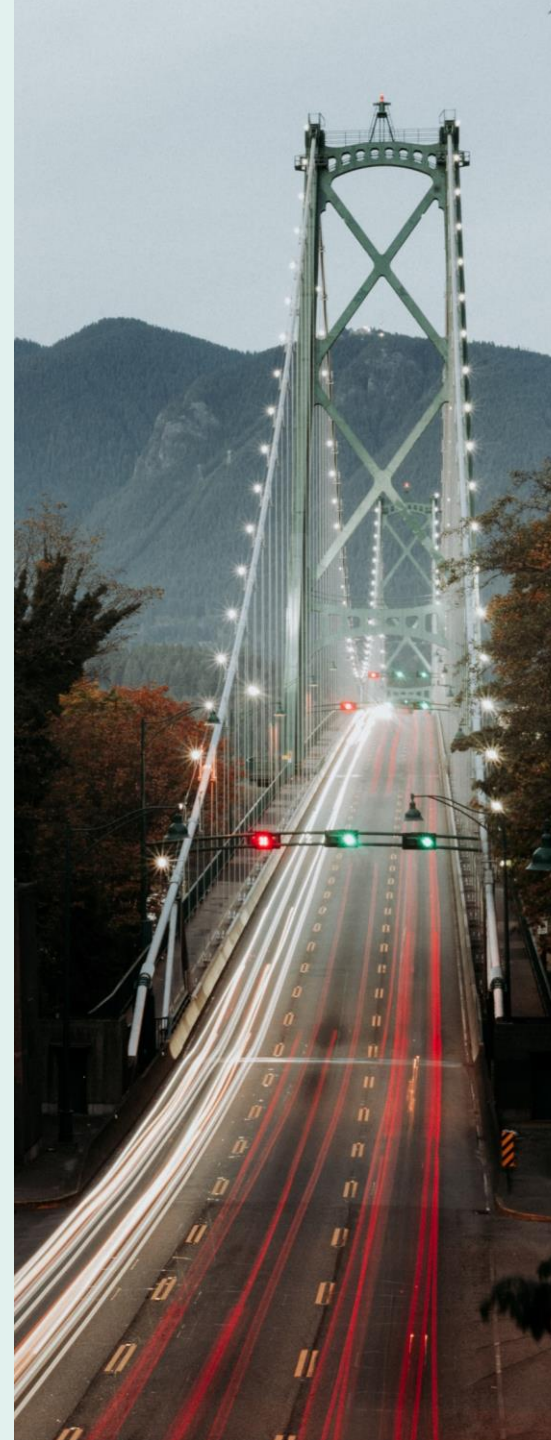


# The basics



# Tenancy law in BC

- Residential tenancy law outlines tenant and landlord **rights** and **responsibilities** under the Residential Tenancy Act (RTA) and Residential Tenancy Regulation (RTR).
- Tenancy laws in BC are different from tenancy laws in other parts of the world.
- Tenancy agreements can't avoid or contract out of the RTA.
- Tenancy agreements can't include **unconscionable** terms that are oppressive or grossly unfair.



# Key question

Are you covered under the RTA?

Not everyone who rents their home is a **tenant** under the RTA.



# Jurisdiction

- You are **not** a tenant under the RTA if you:
  - Share a kitchen or bathroom with the owner of the property (e.g. home stay)
  - Rent from another tenant with whom you live as their occupant/roommate
  - Live in:
    - co-operative housing
    - student housing provided by your school
    - vacation or travel accommodation
    - emergency shelter or transitional housing
    - housing based health facility that provides hospitality support services and personal health care
    - living accommodation made available in the course of providing rehabilitative or therapeutic treatment or services
- Illegal suites **are** covered by the RTA
- Civil Resolution Tribunal handles non-RTA rental disputes



# Residential Tenancy Branch (RTB)



Department of provincial government in charge of residential tenancy law

- Phone assistance
- Website
- Official Forms



Only one RTB office in BC, located in Burnaby

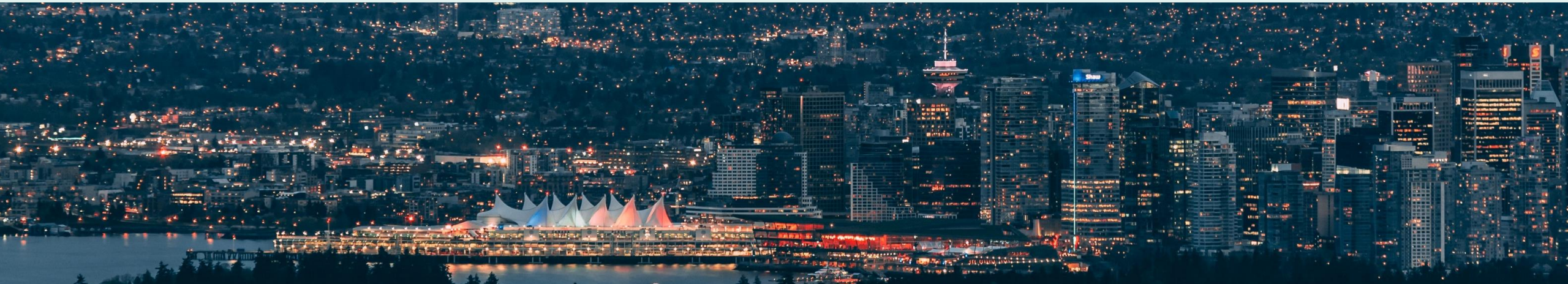


Service BC centres across the province act as extensions of the RTB

- [servicebc.gov.bc.ca](https://servicebc.gov.bc.ca)

# Dispute resolution

- Similar to court, but almost always done over the phone
- Arbitrator (similar to a judge) makes a legally binding decision
- \$100 fee — but you may be repaid if you win your hearing. If you're a low-income applicant, the fee may be waived entirely
- You need evidence — not simply allegations — to be successful
  - e.g. photos, receipts, witnesses, letters, affidavits



# True or false?



Mia has been renting a laneway house for the past six months. She recently found out it was constructed without the city's permission and violates local bylaws. Since her laneway house is considered an "illegal suite," the Residential Tenancy Act (RTA) does not apply to her rental housing.

Answer: **False**. Illegal suites are still covered by the RTA.

# Searching for housing



# Needs vs. wants

Deciding where to apply for rental housing can feel overwhelming. To help focus your search, think about what matters most to you. Here are some common factors to consider:

distance to  
work, school,  
friends, and  
family

access to public  
transit

size of the unit  
and number of  
bedrooms

type of property

type of  
neighbourhood

nearby  
amenities

smoking rules

pet policies

roommate  
restrictions

accessibility  
requirements

# Cost of renting

Aside from your regular rent payments, there could be other ongoing expenses that may or may not be included as part of your tenancy agreement.

## Recurring expenses:

- utilities, such as electricity and heating
- TV and internet
- coin laundry
- a fee for a storage unit
- a new or more expensive transit pass
- a parking fee or permit; and
- tenant insurance.

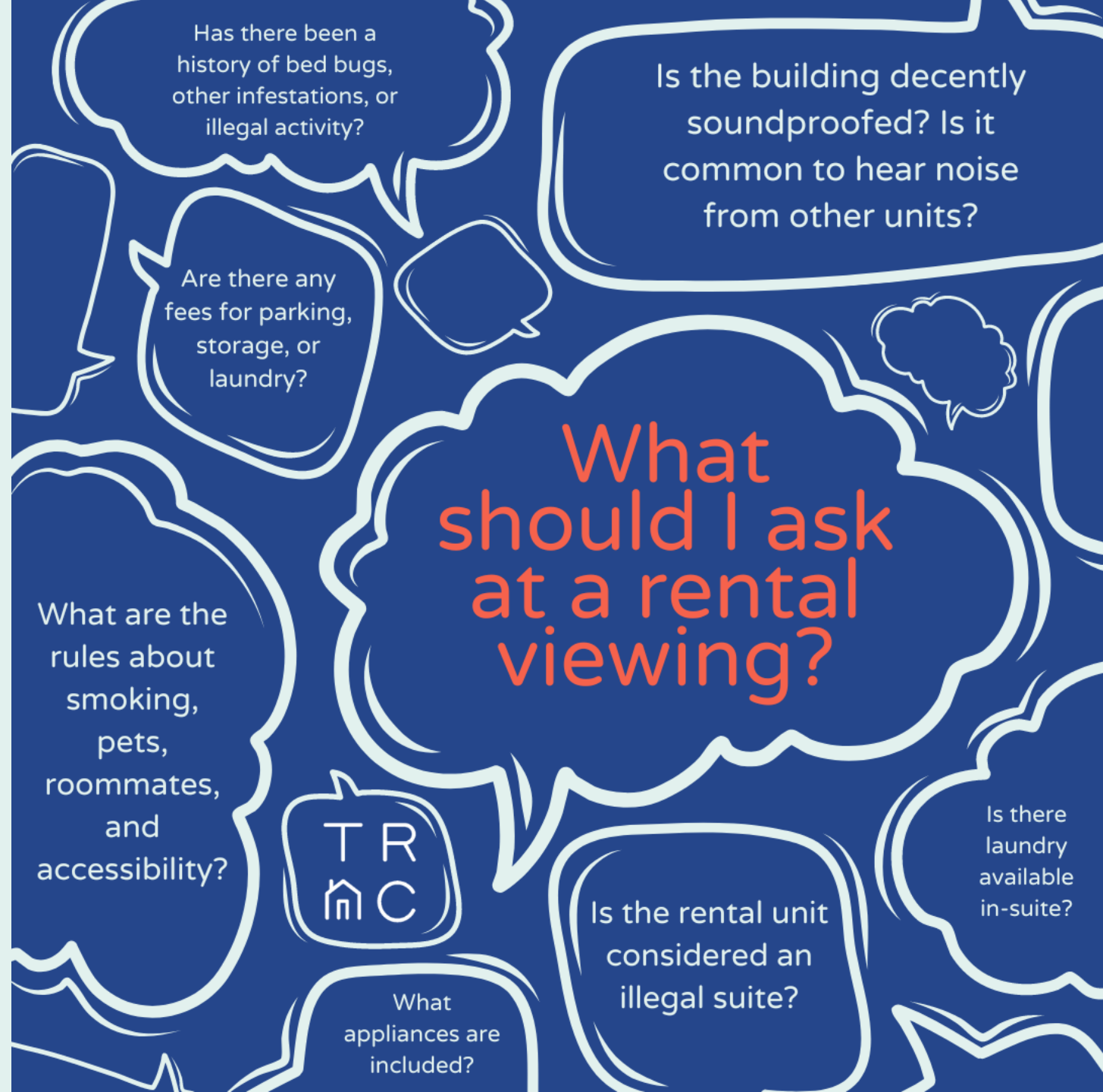
## One-time expenses:

- a security deposit;
- a pet damage deposit;
- installation or activation fees for utility or telecom companies
- a moving truck
- boxes and supplies to pack your belongings
- new appliances
- new furniture



# Viewing a rental unit

- You may only get one chance to view a rental unit, so try to make the most of it.
- Goal: absorb enough information to help you decide whether to submit a rental application.

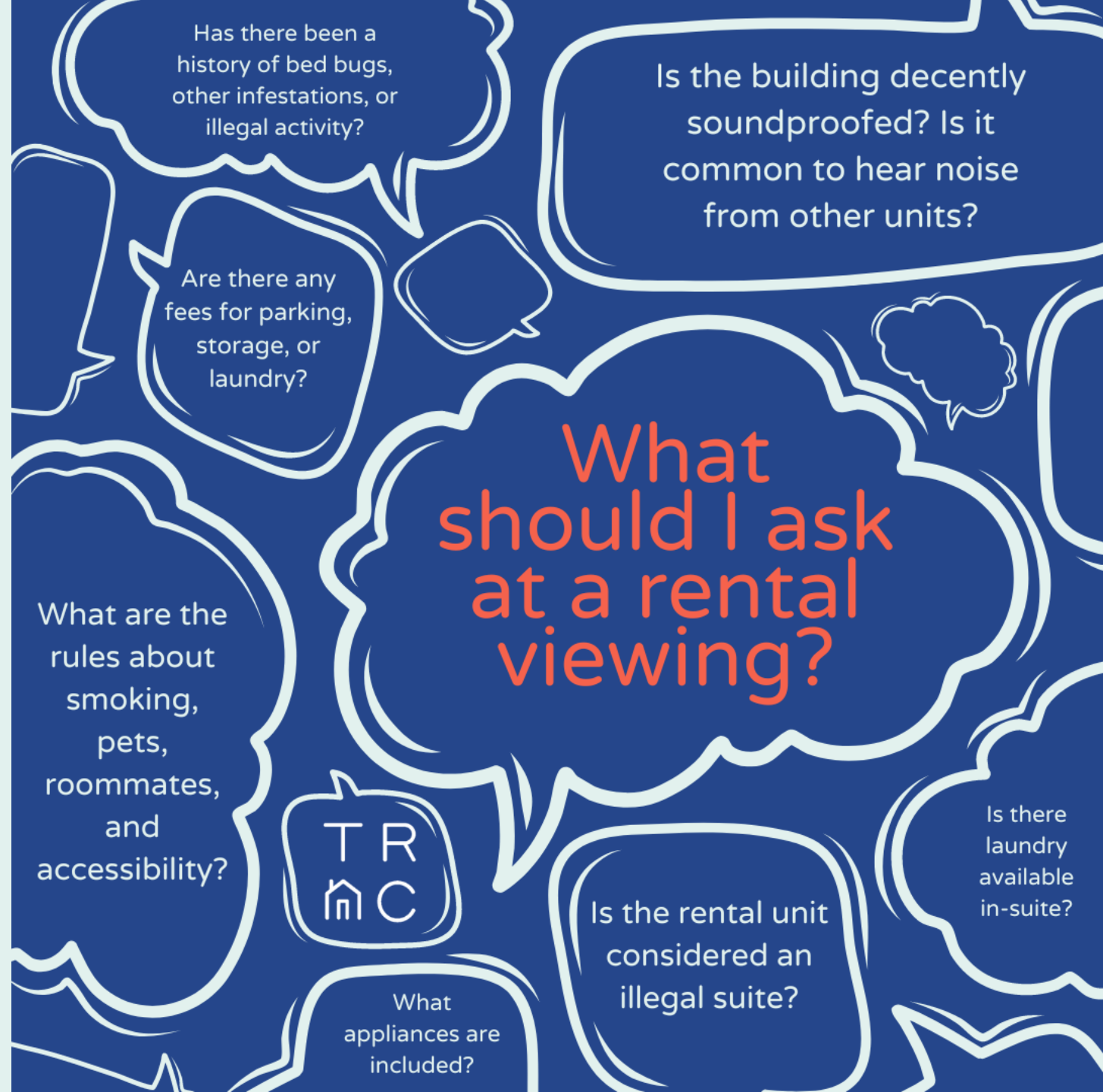




# Viewing a rental unit

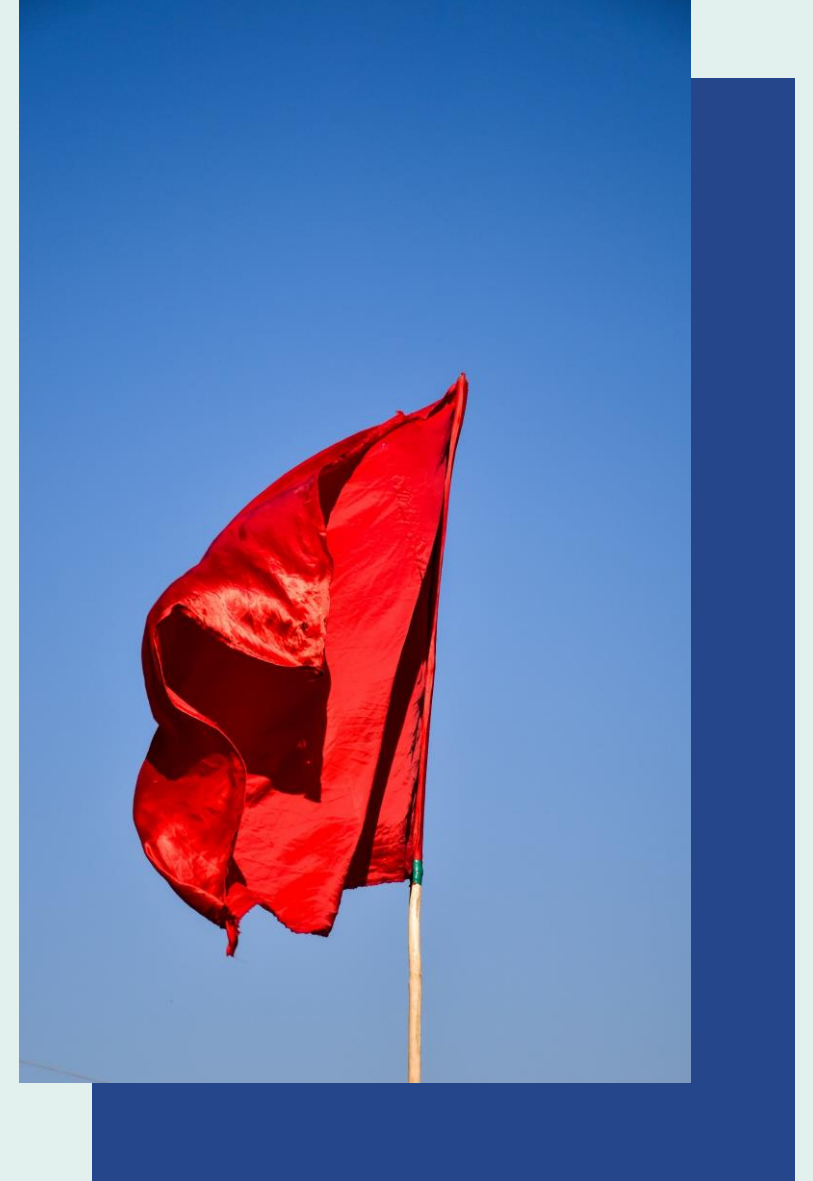
Do your best to stand out from the crowd — in a good way.

- Be on time
- Bring a responsible family member or friend for support
- Bring copies of your cover letter, references, credit report
- Introduce yourself and shake hands if it feels appropriate
- Offer to take off your shoes — remember to wear socks
- Strike up a friendly conversation and find common interests
- Thank the landlord for showing you the property



# Rental scams

- Is the rent suspiciously low? How much do similar rental units in the neighbourhood cost?
- Is the person you are contacting not willing to arrange an in-person viewing?
- Are you being asked to mail your deposit in cash or send it electronically before viewing the unit?
- Does the person you are contacting seem too eager? Most landlords will ask for references and/or a credit check before committing to a tenant.
- What do the neighbours say?



# Quiz



Which of the following could be a sign that someone is trying to scam you?

- a. you're asked to pay a security deposit after signing a tenancy agreement in person
- b. you are in contact with a property management company instead of the owner of the property
- c. you are being asked to e-Transfer a security deposit before you or someone you trust has had a chance to view the property

# Applying for housing

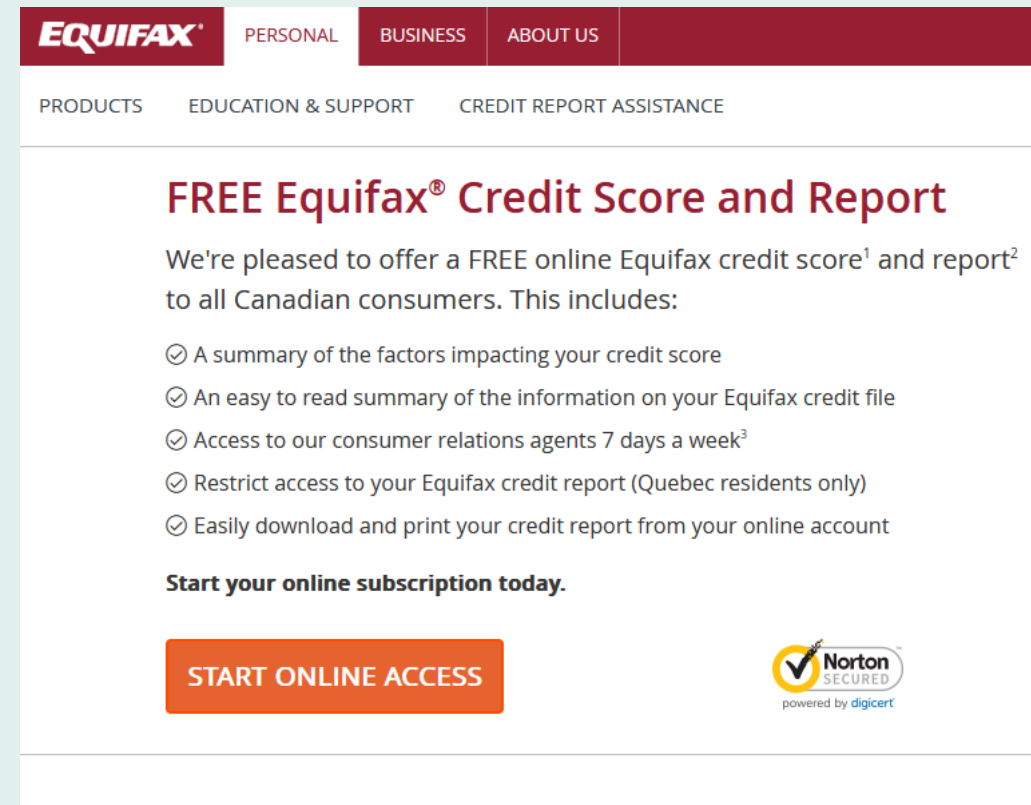


# References

- Goal: convince the landlord that you'll pay rent on time, respect the property, not disturb neighbours, follow your legal responsibilities
- First-time renters may not have past landlord references to give
  - Give someone else who can give a positive description of your character: employers, teachers, supervisors
  - e.g. if a volunteer supervisor says you're always on time for your shifts, it could show the landlord you'll be on time paying rent
- Consider taking [Renting It Right](#) to get a certificate to show the landlord

# Credit checks

- Some landlords ask for a credit report to decide whether to accept you
- This may require your full name, birthday, and SIN
- To avoid giving your SIN, get a free credit report from credit bureaus [Equifax](#) or [TransUnion](#)
- To overcome poor credit history:
  1. **Be honest.** Show honesty by telling them about your issues before they find them on their own
  2. **Explain your situation.** Was there an injury or personal matter that shows unfortunate circumstances and not bad money management?
  3. **Prove financial security.** Pay stubs, employment letters, confirmation of benefits
  4. **Prove reliability** with good references.



The screenshot shows the Equifax website's navigation bar with 'EQUIFAX' in a red box, followed by 'PERSONAL', 'BUSINESS', and 'ABOUT US'. Below this is a secondary navigation bar with 'PRODUCTS', 'EDUCATION & SUPPORT', and 'CREDIT REPORT ASSISTANCE'. The main content area features a red heading: 'FREE Equifax® Credit Score and Report'. Below the heading, it states: 'We're pleased to offer a FREE online Equifax credit score<sup>1</sup> and report<sup>2</sup> to all Canadian consumers. This includes:'. A list of benefits follows, each with a checkmark icon: 'A summary of the factors impacting your credit score', 'An easy to read summary of the information on your Equifax credit file', 'Access to our consumer relations agents 7 days a week<sup>3</sup>', 'Restrict access to your Equifax credit report (Quebec residents only)', and 'Easily download and print your credit report from your online account'. Below the list, it says 'Start your online subscription today.' and features a prominent orange button labeled 'START ONLINE ACCESS'. In the bottom right corner, there is a 'Norton SECURED' logo with the text 'powered by digicert'.

# Pets

- Landlords are allowed to restrict pets entirely or restrict number, size, or type
  - Exception: *Guide Dog and Service Dog Act*. Your landlord must allow certified animal and can't require a pet damage deposit
- Goal: show that your pet has a positive history of being non-destructive, reasonably quiet, and friendly to neighbours.
  - Pet references
  - Positive information about the breed
  - Certificates from a training program



# Application fees

Charging a rental application fee is illegal

- even if the landlord plans to later return the fee
- even if they plan to apply it toward a security or pet damage deposit

According to the RTA, landlords can't charge a fee for:

- accepting an application;
- processing an application;
- investigating an applicant's suitability as a tenant; or
- accepting a person as a tenant.





# Disclosure of personal information

The Office of the Information and Privacy Commissioner of BC (OIPC) has a helpful [guidance document](#).



# Discrimination

According to the [BC Human Rights Code](#) a landlord cannot refuse to rent to you because of your:

- Indigenous identity
- Race
- Colour
- Ancestry
- Place of origin
- Religion
- Marital status
- Family status
- Physical or mental disability
- Sex
- Sexual orientation
- Gender identity or expression
- Age
- Lawful source of income

Exceptions:

- the rental applicant will be sharing sleeping, bathroom, or cooking facilities with another person;
- the building is designated for adults 55 and older; or
- the unit has the required permits to be designated for people with disabilities.



# Quiz



Which of the following statements about rental application fees is **true**?

- a. the maximum a landlord can charge for a rental application fee is \$100
- b. a landlord is not allowed to charge a rental application fee
- c. a landlord can charge a reasonable fee to investigate claims a tenant makes in their rental application.
- d. a landlord is allowed to charge a rental application fee – as long as they return the fee to rejected applicants, or apply it to the security deposit of the successful applicant

# Tenancy agreements



**Important Notes:**

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
- Verbal tenancies are covered under the RTA
- TRAC strongly recommends having a written agreement

### 1. APPLICATION OF THIS 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

→

The tenant **must move out on or before the last day of the tenancy.**

Landlord's Initials	Tenant's Initials
------------------------	----------------------

### 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?
  - Vacate clauses only allowed in limited circumstances
- Key landlord contact info
  - Legal name, phone number, address for service, email address
- Landlords must give a signed copy within 21 days
- Changing a tenancy agreement needs the permission of landlord and tenant

# Roommates



## Co-tenants

- **Same** tenancy agreement
- Jointly responsible



## Tenants in common

- **Different** tenancy agreements
- Individually responsible




## Occupants/roommates

- **Not covered** under the RTA

Consider signing a roommate agreement. TRAC has a [template](#) you can use.

Tenant Infoline: 1-800-665-1185

SEARCH 

**TRAC**  
TENANT RESOURCE & ADVISORY CENTRE 

YOUR TENANCY GET HELP [DONATE](#)

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## Roommate Agreement Template

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TRAC's [Roommate Agreement Template](#) is meant to get you and your prospective roommate(s) to think about what rules you want to agree to before moving into a rental unit together. It can be used when two or more roommates are considering starting a tenancy together where some or all of the roommates will be named on the tenancy agreement, or when tenants who are already living in a rental unit are considering having a roommate move in to live with them.

**Disclaimer:** The information contained in or referred to by this Template is for informational purposes only. TRAC makes no representations, expressed or implied, that the information contained in or referenced by this Template can or will be used or interpreted in any particular way by any governmental agency or court. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided therein should be used as a substitute for the advice of competent counsel.



# Quiz



Which type of roommate arrangement is **not** covered by the RTA?

- a. one roommate pays rent to another roommate without the landlord's knowledge or permission
- b. one co-tenant collects rent for two other co-tenants (all three are listed on the tenancy agreement) and pays the landlord each month on behalf of everyone
- c. two co-tenants never signed a tenancy agreement but have been paying rent to the landlord on the 1st of the month for over one year


# Starting your tenancy



# Deposits and fees

- Security deposit: half a month's rent
- Pet damage deposit: if pets are allowed, half a month's rent regardless of number of pets
- 2023 deposit interest rate: 1.95%
  - RTB deposit interest calculator
- If you overpay a deposit, you can withhold it from your next rent payment. Write to the landlord to let them know you have the right
- No guest fees — even for overnight visitors
  - Landlords cannot restrict guests from accessing a tenant's rental unit under reasonable circumstances.
- Non-refundable fees:
  - replacement or additional keys
  - move-in or move-out fees charged by a strata corporation to the landlord
  - \$25 for late payment of rent or the return of a tenant's cheque by a financial institution, if those terms are included in the tenancy agreement

# Condition inspection reports



Office of Housing and Construction Standards

## Condition Inspection Report

SEE INSTRUCTIONS FOR COMPLETING FORM ON LAST PAGE #RTB - 27

**A. LEGAL NAME OF LANDLORD** (if entry is a business name, enter the full legal business name) **E. POSSESSION DATE**

last name, first & middle names day month year

**B. LANDLORD'S ADDRESS FOR SERVICE** **F. MOVE-IN INSPECTION DATE**

unit # street address city province postal code day month year

**C. LEGAL NAME OF TENANT** **G. MOVE-OUT DATE**

last name, first & middle names day month year

**D. ADDRESS OF RENTAL UNIT** **H. MOVE-OUT INSPECTION DATE**

unit # street address city province postal code day month year

**I. LEGAL NAME OF TENANT'S AGENT** (if applicable)

On Move-In On Move-Out

Condition Codes: ✓ = Good F = Fair P = Poor M = Missing	D = Damaged S = Scratched B = Broken DT = Dirty ST = Stained	Condition at Beginning of Tenancy		Condition at End of Tenancy	
		COMMENT	CODE	COMMENT	CODE
<b>J. ENTRY</b>	Walls and Trim				
	Ceilings				
	Closets				
	Lighting Fixtures/Ceiling Fan/Bulbs				
	Windows/Coverings/Screens				
	Electrical Outlets				
	Floor Carpet				
<b>K. KITCHEN</b>	Ceiling				
	Walls and Trim				
	Floor/Carpet				
	Countertop				
	Cabinets and Doors				
	Stove/Stove top				
	Oven				
	Exhaust Hood and Fan				
	Taps, Sink and Stoppers				
	Refrigerator				
	Crisper/Shelves				
	Freezer				
	Door/Exterior				
	Closet(s)				
Dishwasher					

- Tenants and landlords should complete both move-in and move-out condition inspection reports.
- If either landlord or tenant doesn't follow the rules, they may lose the right to get the deposit.

# Tenant insurance

While tenant insurance may not ultimately be right for you, consider at least doing some basic research; it might be more affordable than you think, and it could end up saving you in a time of crisis.

- Personal possessions
- Liability
- Displacement



# Locks and keys

- You have the right to ask your landlord to rekey the locks, free of charge.
- If you are moving in with other co-tenants listed on the tenancy agreement, each person has the right to receive their own set of keys.
- Your landlord must give you keys/access devices to other parts of the rental property that are included as part of your tenancy.
  - storage area, mailbox, common areas like gym or laundry room



# True or false?



Beau agrees to rent a townhome for \$1,200 per month and pays the landlord \$800 as a security deposit.

After researching, Beau realizes the maximum amount a landlord can charge for a deposit is half the monthly rent.

When Beau moves in, he pays \$1,000 rent and clearly explains to the landlord in writing that he is withholding the amount of money he overpaid as a security deposit.

This is a right that Beau has under the RTA.

Answer: **True**



# Contact us



[tenants.bc.ca](https://tenants.bc.ca)



[rentingitright.ca](https://rentingitright.ca)



1-800-665-1185



tracbc



trac\_bc



trac\_bc



# Feedback?

[surveyMonkey.com/r/ZLXQPYP](https://surveyMonkey.com/r/ZLXQPYP)

