

## **BEFORE RENTING**

### Always

- Trust your instincts – if your first meeting with a potential landlord is not good, you will most likely have problems with that person and should not rent from them;
- Get everything in writing, including your tenancy agreement, plus any promises your landlord makes. Read every word carefully, or have someone help you read the agreement.
- Get receipts, if you pay cash, to prove that you paid your security deposit and your rent;
- Know your rights and obligations under the Residential Tenancy Act.

### Never

- Agree to move into a place you have not seen;
- Accept verbal promises or guarantees from the landlord or landlord's agent;
- Sign a tenancy agreement without knowing the proper name and address of the landlord. You need this information if you should have to apply for arbitration to resolve disputes. Do not sign any agreements that you don't fully understand.

## **ARE YOU COVERED BY LAW?**

Not all renters are protected by the *Residential Tenancy Act*. If your name is on a tenancy agreement as a tenant and you pay rent to a landlord who does not share kitchen or bathroom facilities with you, then you are likely considered a tenant and protected by the *Residential Tenancy Act*. You can only apply for arbitration through the Residential Tenancy Office if you are covered by the *Residential Tenancy Act*.

## **VISITING STUDENTS**

If you are visiting from another country and renting in British Columbia, it is important to know your rights and obligations under the Residential Tenancy Act. You should not sign a lease or agreement that says you will stay for a fixed term (example 1 year) if you cannot stay for the term or afford to pay the rent after you have moved. Some landlords rent to visiting students knowing that they won't stay for a year, but make them sign a one year's lease anyways. The landlord then uses the broken agreement as an excuse to keep the students' security deposit. Another common problem for visiting students is landlords who don't return security deposits. Some landlords take advantage of the fact that the student will be returning to another country and are then unable to file for arbitration for a return of their security deposit. Do not take over a rental from another student who is renting and leaving the country without having your own agreement in writing with the landlord. Complete the move-in and move-out inspection reports with your landlord.

## **TENANCY AGREEMENTS**

### Always

- Remember that you are entering into a contract – a business deal – with a landlord. It is important to make sure everything about the deal is clear from the beginning so that there is little chance of an argument or dispute later. Tenancy agreements can be downloaded at <http://www.rto.gov.bc.ca/documents/RTO1.pdf>

- See a new place with a friend so that you have a witness to what your landlord said;
- Make sure the plumbing, electrical and appliances work, and check for mold in the bathrooms and around the windows, in closets and under carpets;
- Ask questions, such as how much heating costs in the winter and if everything in the building works okay;
- Have reasonable expectations. If you are extra sensitive to noise, for example, you probably don't want to live in a wood frame building with hardwood floors.

#### Never

- Pay rent, security deposits, or sign a tenancy agreement unless you are sure that you want the place.
- Sign a tenancy agreement you have not fully read or are not comfortable with;
- Sign a fixed term (example - 1 year) lease if you cannot stay for the term of the lease or cannot afford to pay rent after you have moved.

#### Protect yourself

- Make sure you know what your rent includes. Does it include parking, cablevision, heat and light? Or do you have to pay for these things separately? Is this written down in the agreement?
- Get everything in writing. If your landlord agrees to clean or do repairs before you move in, write this in the agreement. If you add or change anything in the agreement, both you and your landlord should write your initials beside every change.
- Get your landlord's name, address and phone number. Get the name and phone number of the manager or agent you talk with, too. If a landlord or property manager does not want to provide this information, you should reconsider renting from them.
- The landlord must give you a copy of the tenancy agreement no later than 21 days after you sign it. Insist on receiving a copy as soon as possible after it is signed.

### **DEPOSITS AND RENT**

- Landlords cannot charge an application fee.
- A landlord can ask you for a security deposit (also called a damage deposit) of no more than a half month's rent to cover the cost of damage you do or rent you do not pay. A landlord can also ask you for a pet damage deposit of a half months rent to cover any damage done by your pet.

#### Always

- Get a receipt for your security deposit; pet damage deposit, or any other deposits you pay;
- Give your landlord a forwarding address when you move, even if it is only somewhere that you can pick up mail.

#### Never

- Pay any money unless you are sure that you want the place. Don't sign anything and don't give any money to the landlord until all of your questions are answered. If you pay a deposit and then change your mind, you might not be able to get your money back. If the landlord can't rent the place to someone else, they might try to make you pay the month's rent.

## **WHEN YOU PAY RENT**

- Pay the first of the month unless otherwise arranged in your tenancy agreement. The landlord can only ask for 1 month's rent at a time.
- Pay by cheque or money order so you have proof of payment.
- The law requires that the landlord give you a receipt if you pay cash. Otherwise, you have no proof that you paid rent to the landlord.
- If the landlord refuses to sign a receipt, always have a witness (friend or neighbour) watch you count out the money and give it to the landlord. They can be your witness if your landlord says you did not pay.

## **IF YOU DON'T MOVE IN**

- Once you give the landlord a deposit, you have established a contract. If you decide not to move in, the landlord can make you pay the month's rent, unless another tenant moves in. If you didn't move in because there was a serious risk to your health or safety, you will need proof. For example, take photographs of the problem or ask a health inspector to come in to the place.
- If you refuse to move in because the place is dirty or needs repairs, you may lose your money. If you gave the landlord a security deposit of one half month's rent, you may have to pay more. The landlord can take you to arbitration with the Residential Tenancy Office to get the rent.

## **MOVING IN**

### Always

- Participate in a move-in and a move-out inspection, or else risk losing your deposit. Inspection reports can be downloaded at <http://www.rto.gov.bc.ca/documents/RTO27.pdf>
- Do a condition inspection with your landlord when you move in and out of your place;
- Get the original copy of your condition inspection report after you sign it;
- Take a friend along with you as a witness when you do the condition inspections with your landlord;
- Take photos if you feel unsure about only relying on the condition report for evidence.

### Never

- Rush through the inspection or you may miss something that your landlord could later claim is damage;
- Check the box in the report saying that you agree with the condition if you don't agree with all the statements in the report. You can indicate on the report that you disagree.

## **REPAIRS AND SERVICES**

### Always

- make sure that everything is working properly before you agree to rent a place;
- tell your landlord in writing, as soon as possible, if your place needs repairs

### Never

- expect to be reimbursed for repairs you do yourself unless your landlord agrees to it in writing;

- hold back rent because repairs have not been done as that is grounds on which they can evict you.

### **CLEANING AND MOVING-OUT INSPECTION**

- You must leave your place clean when you move out. You are responsible for the cost of repairing damage caused by you or your guests. The landlord is responsible for normal wear-and-tear. If something wears out over months or years of normal use, you may not have to pay for it. Usually, you don't have to paint walls even if there are small nail holes. You might have to clean your carpets or drapes, depending on how long you have lived there and where you had pets or smoked in the place. You are responsible for any damage that has occurred since you did your move-in inspection report.

### **EVICCTIONS**

#### Always

- Take an eviction notice seriously and respond to it within the time period required by law.

#### Never

- Ignore an eviction notice even if it does not appear to be on the proper form;
- Move out because you received a verbal eviction notice. The landlord may later deny that you were evicted and say that you moved without giving proper notice.