

**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 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.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (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.

**HOW TO COMPLETE THIS FORM ELECTRONICALLY:** If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#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)

**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	address	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	address	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		

## 1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 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 a dispute resolution officer's order that the agreement of the other is not required.

## 2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:     
day month year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

a) on a month-to-month basis

b) for a fixed length of time:  ending on:     
length of time day month year

At the end of this fixed length of time: (please check one option, i or ii)

i) the tenancy may continue on a month-to-month basis or another fixed length of time

ii) the tenancy ends and the tenant must move out of the residential unit  
If you choose this option, both the landlord and tenant must initial in the boxes to the right. →

Landlord's  
Initials

Tenant's  
Initials

c) other periodic tenancy as indicated below:

weekly  bi-weekly  other:

## 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 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"/> Stove and Oven | <input type="checkbox"/> Window Coverings  | <input type="checkbox"/> Storage                                     |
| <input type="checkbox"/> Electricity             | <input type="checkbox"/> Dishwasher     | <input type="checkbox"/> Cablevision       | <input type="checkbox"/> Garbage Collection                          |
| <input type="checkbox"/> Heat                    | <input type="checkbox"/> Refrigerator   | <input type="checkbox"/> Laundry (free)    | <input type="checkbox"/> Parking for <input type="text"/> vehicle(s) |
| <input type="checkbox"/> Furniture               | <input type="checkbox"/> Carpets        | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other: <input type="text"/>                 |
| <input type="checkbox"/> Additional Information: | <input type="text"/>                    |  |  |

#### 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

##### A. Security Deposits

The tenant is required to pay a security deposit of \$   
by     
day month year

##### B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$   
by     
day month year

- 1) The landlord agrees
  - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
  - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
  - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
    - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
    - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
  - a) the date the tenancy ends, or
  - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
  - a) may not make a claim against the security deposit or pet damage deposit, and
  - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

#### 5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

#### 6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
  - a) when the tenant is entitled to possession,
  - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
  - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

#### 7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

## 17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there  is  is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

**By signing this tenancy agreement, the landlord and the tenant are bound by its terms.**

**LANDLORD(S):** (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name

first and middle name(s)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

last name

first and middle name(s)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**TENANT(S):**

last name

first and middle name(s)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

last name

first and middle name(s)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### General Information about Residential Tenancy Agreements

**Important Legal Document** – This tenancy agreement is an important legal document. Keep it in a safe place.

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

**Amendment of the RTA** – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

**Condition Report** – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

**Change of Landlord** – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.