



## **Tenant lease agreement form bc**

Disclaimer: The information contained on this page is provided for information purposes only. (CBC Property Council)(CBC Property Council)(Residential Tenancy Branch, BC) This is the application form required to fill out the signature in an identity card. At the end, email a scanned copy\* to [email protected]. (\*If you don't have a scanner, a clear photo captured by your smartphone is also acceptable)(BC Real Estate Association)(Real Tenancy Branch, BC)(REMAX / RentalPropertyManagers.ca) (BC Real Estate Council) The following information was provided by the tenant Resource and Consulting Centre. For more information, visit their website below: If you are and want to know more about your legal license rights, visit the TRAC free online interactive course aimed at educating first time rentals! Before moving into any residential unit, make sure to sign and maintain a copy of the lease. Your lease should indicate all the terms and conditions associated with your unit. Before signing the lease, you want to make sure you are covered by the BC Residential Tenancy Act (RTA). The residential tension The law is there to protect you and make sure your legal rights are satisfied according to BC law. The law of residence does not apply to the following accommodation: 1. A room where the tenant shares a bathroom or kitchen with the owner of the property (e.g. house-stay). 2. school (e.g. UBC accommodation) 3. An accommodation included with property occupied mainly for commercial purposes and rented in one agreement.4. Holiday or travel accommodation (Airbnb, hostels) .5. Emergency refuges and transitional accommodation.6. Care accommodation (e.g. hospitals), rehabilitation, or psychiatric facilities.7. Correctional institutions.8. Rental agreements with terms above 20 years.9. An accommodation rented by a housing cooperative (or "co-op") to a member of the cooperative. 10. A accommodation where a single rental from another rental car (e.g. subletting). For more detailed information, please visit BC Residential Tenancy Act: If you do not fit the criteria to cover under the BC Tenancy Act, then you will not be able to resolve disputes through the branch of Residential Tenancy. The residential tension branch is there to help you solve any tension problem associated with your unit, the owner, lease contract, etc. You can request a dispute resolution at your local residential administration office. Although, if you do not fit the criteria, you need to search for Small Claims Court, Supreme Court, legal lawyers and/or lawyers. You can request a resolution of online disputes through the RTB site or in-person at your local Residential Tenancy Branch office. When you apply online, you need to log in with BCeID. If you do not have an existing account with BCeID, you can register below: After youregistered for a BCeID, you must complete your online application. The step-by-step instruction sheet can be found here. If you are applying in person, you can download and print a copy of the application form, or collect one at your local RTB office or BC Service location. In both cases, you need to pay an application fee of \$100 to \$150 CAD. The Student Legal Fund Company will refund the amount of the enrollment fee per academic year for any current UBC university student. It is both the tenant and the responsibility of the landlord to complete a condition inspection report of the rental unit at the beginning of the tenacity and at the end of the tenancy. It is also you and the responsibility of your landlord to make an inspection report conditions at any time during the tenancy if you buy a new pet. As a tenant, it is your responsibility to walk around the rental unit with your landlord and document his condition using the BC condition control module. This module can be found in in approved forms. Terms and conditions: 1. The inspection of the conditions must be completed before the tenant moves their goods into the rental unit and after the tenant moves with their personal effects. 2. It is the responsibility of the landlord to schedule two opportunities (between 8:00-9:00) to perform inspection of conditions. If you do not accept the first offer of your landlord for a condition inspection, they are required to serve youFinal Opportunity Notice to plan a condition inspection module. 3. You may have a friend or partner inspect the rental until you.4. After completion of the conditions inspection module, you and your landlord are both required to sign the report to the conditions specified on the module. If you do not accept the form conditions, do not sign the form!5. Your landlord is required to provide a copy of the condition inspection report within seven days from the beginning of the tenancy and the condition report completed within fifteen days from the end of the tenancy. According to section 20 of the BC Tenancy Act, the form must include:1. The correct legal names of the landlord, the tenant, and the tenant agent (if applicable).2. The rental address until inspected.3. The date on which the tenant is entitled to the possession of the rental unit.4. The address for the service of the landlord.5. The date of inspection.6. A statement of the state of repair and the general condition of each room in the rental unit including the following: entrance, living room, stairs, hallways, bathrooms, storage room, cellar, outdoor space, parking 7. A statement that identifies any damage or objects of need for maintenance and/or repair.8. An appropriate space for the tenant to indicate agreement or disagreement with the owner's assessment of any item. If your landlord does not offer two opportunitiesonce or does not provide a copy of the condition control report within the timeline, lose the right to claim against your safety and deposit of damages for pets. If you are unable to attend inspection, your landlord has the right to do inspection without you. If this happens, you may lose legal rights at the return of your safety and animal damage. your landlord may legally request a deposit to cover the damage costs to the property unit. Moreover, your landlord may also require a damage deposit for pets if the unit allows pets in the contract. However, your landlord can only request these deposits if you agree to rent the place, you must pay the full deposit within 30 days after transfer. the highest amount your landlord may require a security deposit is a half month rental. If your landlord charges you more than a half month rental for deposit, you can legally get the rest back or deduct from your next month rental. for the damage deposit of the pet, the maximum amount that your landlord can charge is the rent of a month's drive once you move with your pet or once you get a pet. your landlord cannot charge more if you have more than one pet. when you leave, the owner has a maximum of 15 days to return the deposits (if no damage was declared during the transfer inspection). if the damage has been declared, and the landlord decides not to return the initial amount, oraccept it in writing, or the landlord must request a hearing of resolution of the dispute within 15 days from the day he moved and gave your address to forward in writing. When you move, you are required by law to give your landlord a shipping address in writing where your security deposit can be sent. If the landlord does not dispute, you can make a complaint after two years to double the amount of your deposit. 1 Late payment of rent: the landlord can charge a non-refundable fee up to \$25 for a late rent payment. They can only do so legally if it is stated in your rental agreement. 2 New, replacement and additional keys/fob: the owner can charge a non-refundable fee to replace a key you lost, or to provide you with an additional keys. This fee cannot be more than the cost of replacing the fee. 3. Residual controls: Your landlord can charge a non-refundable fee of \$25 if you don't have sufficient funds in your account when your landlord tries to deposit your rental.4 Transfer fees: Your landlord may charge a non-refundable fee up to \$15 or 3% of your rental if you move to a new unit within the same property. This is only possible if it is indicated on your contract. If you rent a unit in a strata building, the strata company can charge a transfer or transfer fee, which is usually about \$200.1 Your landlord is not authorized to charge taxes if your landlord has decided to change locks, as well as if you require to change theat the beginning of the tenacity. 2. Your landlord is not authorized to apply for a fee.3. Your landlord is not authorized to charge fees for guests, including guests at night. However, if your host harms the property, participates in illegal activity, or violates the conditions of your lease, your landlord may issue a one month notice to end tenancy. If your license agreement states that fees will be charged for guests, you can easily dispute the fee as your landlord cannot avoid the terms and conditions of the Residential Tenancy Act. PERSONAL SPAZI1. Gentlemen cannot enter your unit without your permission! There are extremely strict limits to when a landlord can enter your unit. If your landlord enters your unit illegally, you may request a dispute resolution at the residential tension branch. After doing this, you can legally modify the locks without the consent of your landlord. The landlord is authorized to request monthly inspections, but before the landlord enters your unit, he must give you a 24 hour notice in writing, indicating the time, date and reason for the entrance. Your landlord can enter your unit without notice under the following conditions: 1. There is an emergency and forced entry is necessary to save a life. 2. They have obtained the right to do so from the branch of Residential Tenancy. 3. The landlord is providing cleaning and other forms of services declared on the rental contract.4. Leaving the rentyou may not request the following personal data:1. Information about your bank accounts (as much money you have, your credit limit, credit card number, etc.).2. Your SIN (Social Insurance) Number).3. Your criminal record.4. Your driver's license number (although they can ask for your DL for identity purposes). Your landlord has the legal right to ask their tenants to buy tenant insurance. Although this is something your landlord does not require, it is strongly recommended for everyone to have insurance to avoid serious financial consequences within tragic flooding cases, earthquakes, fires, etc. Before entering, you should read your license agreement carefully and see if the utilities are included in your rental. If utilities are not included in your rental, you must pay for them separately either through the company that provides the utilities or through your landlord. If the utility bill is paid through your landlord, you can always ask to see the bill for each month. It is always extremely important to know how much utilities cost as it varies significantly with each building. If your utility counter is connected to multiple units, the utility bill usually comes from your landlord and must be divided equally between all units. If you are required to pay the utilities through your landlord and you lack a payment, your landlord can issue a 10-day eviction and you have 5 days to pay the full amount of the utilities in orderAutomatically cancel the notice. There are 3 types of roommates: 1. Co-tenants are two roommates who share a single tenancy deal. The co-tenants are jointly responsible for the payment of the entire amount of rent and repair of any damages that caused the unit. To conclude, only one co-tenant is required. For more information, see the RTB #13 policy guidelines – Rights and responsibilities of the Co-tenants. 2. Shared tenants: Shared tenants are roommates who have separate licensing agreements with the owner. Every tenant is responsible for paying his rent, and if a roommate does not pay rent, the other roommate will not be interested. Moreover, if a tenant finishes their tenacity, it has no effect on the tenancy of another roommate. 3. Employment: Workers are roommates who pay rent to another tenant who owns all the legal rights and responsibilities of the unit. Workers are not part of the lease agreement.1. If you are certain that your unit is infected with bedbugs, inform your landlord in writing as soon as possible. It is always important to collect evidence of infestation through images and/or have a friend testify to the problem. Your landlord should immediately contact a parasite control company, and if your landlord failed to do so, you can request a dispute resolution at the residential tent and request maintenance. In addition, each city has dalaws maintenance standards. Contactcity on this issue and order a dalaw, health, or building inspector to enter and watch the drive would be a smart step to take as well. Your landlord is usually responsible for all maintenance costs with infestations unless your landlord can prove that you introduced or made the situation worse and more expensive. Therefore, it is always important to immediately report any problems so as not to become more expensive to deal with. 2. Late Rates: Your landlord can charge a non-refundable fee up to \$25 for late rent payment. This fee can only be increased if it is indicated in your Tenancy contract. In addition, your landlord may charge a non-refundable fee for replacing a lost key or providing an additional set of keys at your request. Your landlord cannot charge a non-refundable fee if they decide to change the locks in your unit.3. Noise: Each tenant has the right to enjoy guiet of their rental property. The definition of guiet fun can be difficult to deal with, but includes the following: 1) Freedom from unreasonable disorders, such as noise and smoke 2) Reasonable privacy 3) Freedom from harassment 4) Rational use of common areas 5) A safe and well maintained unity in which to live. If you are experiencing a disturbance in your right to a quiet enjoyment, dispute the problem through your residential tension branch. The referee can assign with reduced rent. Also, if you want to end your tenancy due to serious circumstances, you may beto terminate your license agreement based on a violation of a material term.4. Increased rent is one of the biggest problems faced by tenants. Your landlord can set rent at any amount at the beginning of a new tenancy. Although, during a tenancy your landlord is only allowed to increase rent every 12 months only if they provide 3 months of a written notice in an approved form. Your landlord can only increase rent without these terms and conditions is if an additional occupant moves in, but only if the tenancy agreement allows your landlord to do so. Your landlord can only increase rent every year based on a formula set by Residential Tenancy Regulation. The formula is admissible increase of rent = 2% of the rent rate + inflation. The rise in rent permissible for 2015 was 2.5% and the rise in rent permissible of 2016 was 2.9%. However, there is no limit to how the owners can charge the rent at the beginning of the tenancy. No matter what the previous tenant paid. The only time your landlord can increase rent more than the allowed amount is when you accept it in writing If your landlord illegally raises your rental (does not let you know 3 months in advance, does not have an approved form, and does not increase the amount within the legal limit) then you may request a dispute resolution for a monetary order to recover your payments. 5. Evictions: An eviction is a notice to end its membership and can only be fixed for certain reasons of law and with awritten notice. There is a module approved by the residential tension branch, end voltage warning, which owners need to use. Otherwise, the notice of avoidance may not be legal. As a tenant, you have the right to contest or dispute any notice of avoidance by applying to RTB for a dispute resolution hearing. Make sure you always ask for the expiry of the dispute. If you lose the deadline, which varies depending on the type of notice, you may lose the right to contest the evasion. For a detailed explanation of the types of eviction and their deadlines, click the button below, or visit the Residential Tenancy Act Section 46-66. 6. frustrated tents: Your license agreement may end without notice when your agreement is considered frustrated, which means that an unpredictable and uncontrollable situation occurs, such as an earthquake, fire or flood. When a tenancy is frustrated, the landlord is not obliged to pay for the costs of moving or replacing damaged objects. That is why it is extremely important to acquire license insurance before moving into your unit – in this way, your insurance company can cover most of these costs. For more information on frustrated tensions, visit Section 92 of Residential Tenancy Act 92. bc tenant lease agreement form

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