

# Residential Tenancy Act (RTA)

- Also called a Lease
- A Lease lays out all the specifics
  - What's included
  - What's not
  - Rent
  - Heat
  - Hot water etc...



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# Services Unspecified

- If you begin with a service occurring the landlord cannot remove it if you can prove it is adding to your enjoyment of the property
  - Example - kids swing set your kids use in the yard



# Duties!

- Landlord
  - Must pay for all the upkeep and major repairs (unless damage caused by tenant negligence)
  - Must keep premises in safe condition
  - Even if you rent a place knowing something is wrong, landlord must fix it. He can't say you entered the contract knowing this



# Duties!

- Tenant
  - Must maintain ordinary health cleanliness etc...
  - Not Liable for reasonable wear and tear



# What if the Landlord doesn't keep up properly?

- Tenant can dispute and go to court
- May pay rent directly to the court and court will order repairs to be undertaken with the rent



# Emergency Repairs

- Urgent for health and safety of persons in the home
  - Major leaks
  - Blocked water/sewer lines
  - Central heating system
  - Defective locks





# Emergency Repairs continued

- Landlord must post in visible area name and # of contact repair person in case of emergency
- If E.R. not done quickly tenant may contact own repair person IF he has tried at least 2 times to contact Landlord/contact person



# Locks and Access

- Landlord OR tenant may not change locks without an agreement or court order
- Landlord must change locks at the request of tenant with a new Lease





# Right of Entry

- Landlord must not enter unless
  - Emergency
  - Tenant consents
  - Tenant consents not more than 1 month before
  - Tenant abandons property
  - Landlord given at least 24hrs notice (written) not more than 72hrs
  - Must be between 8am and 9pm (unless consent)



# Copy of Lease/Agreement

- Must be given to tenant ASAP or within 21 days
- Tenant may withhold rent until given copy

## LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter referred to as "Lessor") and \_\_\_\_\_ (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated in \_\_\_\_\_ County, \_\_\_\_\_, such real property having a street address of \_\_\_\_\_

WHEREAS, Lessor is desirous of leasing the Premises to Lessee upon the terms and conditions as contained herein; and

WHEREAS, Lessee is desirous of leasing the Premises from Lessor on the terms and conditions as contained herein;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Lessor leases to Lessee and Lessee leases from Lessor the above described Premises together with any and all appurtenances thereto, for a term of \_\_\_\_\_ month(s), such term beginning on \_\_\_\_\_, and ending at 12 o'clock midnight on \_\_\_\_\_.

2. RENT. The total rent for the term hereof is the sum of \_\_\_\_\_ DOLLARS (\$) \_\_\_\_\_ payable on the \_\_\_\_\_ day of each month of the term, in equal installments of \_\_\_\_\_.

# Security Deposit

- $\frac{1}{2}$  the month's rent (usually)
- Tenant must receive deposit back within 15 days of ending lease
- Tenant must agree in writing to the amount the landlord will keep for damage/cleaning etc. Phone call will not do legally



# Security Deposit continued

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- Landlord must keep deposit for 2yrs if they can't find the tenant
- Interest is calculated from time deposit is paid
- Calculated at 8% compounded annually



# Rent Increase

- Only increase rent after 1 year has expired since last increase
- Landlord must give 3 months written notice in advance
- Tenant must file a dispute within 30 days of receiving notice



# Rent Increase continued

- Landlord can only increase rent if:
  - New government taxes
  - New expenditures on property
  - Reasonable for inflation





# Rent Increase continued

- Hidden rent increases are illegal if not justifiable (parking fee all of a sudden etc..)
- If court thinks the rent increase was done to evict, the landlord must prove within 2 months of the date the tenant left, the landlord must enter into a new tenancy agreement with a new tenant for at least 90% of the increased rent



# I'm Moving Out

- Must give at least 1 month's notice (final day of last day of rental period)
- If not then you are responsible for the next month's rent

I'm outta here  
like a deaf kid  
in a game of  
musical chairs.

# Missed rent

- Landlord can file intent to evict 1st day of missed rent
- He can evict as early as 10 days from filing notice
- Tenant can pay rent in full within 5 days of notice making the eviction VOID



# Get out! You're the worst tenant EVER!!!!!!!!!!

- O.K. if :
  - Conduct of tenant prevents others from enjoying property
  - Tenant caused extraordinary damages
  - 30 dayss have passed and no security deposit
  - Safety of landlord or others has been compromised
  - Number of people in residence is unreasonable

