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...



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 AGRI	EEMENT (hereinafter refer	red to as the "Agreemen	nt") made and
tered into this	day of	,	, by and
tween	, whose address is		
2028-29194-2342-12	(hereinafter referred to as "Lessor") and		
	(hereinaft	ter referred to as "Lesse	e").

ITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situate i County, , such real property having a street address of

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

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

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.0 e covenants and obligations contained herein and other good and valuable consideration, th ceipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as llows:

1. TERM, Lessor leases to Lessee and Lessee leases from Lessor the above described emises together with any and all appurtenances thereto, for a term of ar(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 ______

Security Deposit

- 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

- 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



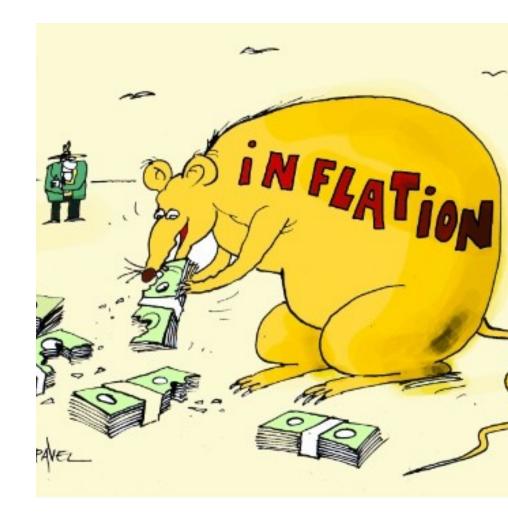
Rent Increase

- 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

