

**#RTO-3**

**FORM DIRECTIONS:** If you are accessing this agreement from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response 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. It's important to note that 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.

This form is used by a landlord to end a Residential Tenancy. It must be served by the landlord on the tenant in accordance with the rules for service outlined on page 4 of this form. A tenant who wishes to end a tenancy is not required to use a form. Please see Information for Tenants on page 3 of this form.

**A. TO THE TENANT(S): Full Name(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
last name	first name	middle name(s)
<input type="text"/>	<input type="text"/>	<input type="text"/>
last name	first name	middle name(s)

**Service Address:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit number	street number	street name	city	province	postal code
( <input type="text"/> ) <input type="text"/>	( <input type="text"/> ) <input type="text"/>				
home phone		business phone			

**B. FROM THE LANDLORD:** *(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"/>	<input type="text"/>
last name	first name	middle name(s)

**Address:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit number	street number	street name	city	province	postal code
( <input type="text"/> ) <input type="text"/>	( <input type="text"/> ) <input type="text"/>	( <input type="text"/> ) <input type="text"/>			
home phone		business phone		fax no. for service	

**C. THE NOTICE: (see time limits for notice on page 2)**

I,

last name of Landlord or Agent      first name of Landlord or Agent      middle name(s) of Landlord or Agent

**hereby give you:**

<input type="text"/>	<input type="text"/>	<input type="text"/>
last name of Tenant	first name of Tenant	middle name(s) of Tenant
<input type="text"/>	<input type="text"/>	<input type="text"/>
last name of Tenant	first name of Tenant	middle name(s) of Tenant

**notice to vacate and give up possession of the rental unit located at:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
site number	street number	street name	city	B.C.	postal code

**by (end of tenancy date):**

<input type="text"/>	<input type="text"/>	<input type="text"/>
day	month	year

**Landlord's or Agent's Signature:** \_\_\_\_\_

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

## D. REASON FOR THE NOTICE: (See Reasons for the Notice under RTA starting on this page, below)

Give the particulars in support of your reason(s) for ending the tenancy given on page 2. (Attach extra pages if necessary.)

## E. TENANT'S RIGHT TO DISPUTE

- A tenant receiving a Notice to End Tenancy from the landlord may apply to an arbitrator to have the Notice set aside.
  - An application to dispute the Notice must be made by the tenant within the following time periods \*\*.
    - within **5 days** of receiving the Notice to End from the landlord, if the reason is listed in box ①
    - within **10 days** of receiving the Notice to End from the landlord, if the reason is listed in box ②
    - within **15 days** of receiving the Notice to End from the landlord, if the reason is listed in box ③
- \*\* an arbitrator may extend the time to bring an application
- If **no such application is made within the time permitted**, the end of the tenancy will be deemed to have been accepted by the tenant on the date established by the Notice. This will not affect the landlord's ability to claim loss of rent.
  - For more information, contact the nearest Residential Tenancy Office listed on page 4 of this form.

## Reasons for Notice in a Residential Tenancy

### ① TEN-DAY NOTICE (To end tenancy under section 46 of the RTA)

#### Section 46 of the RTA

- You have failed to pay your rent or utilities in the amount of (total arrears) \$   
which was due on  day  month  year

You are advised of your right to pay all rent due within 5 days after you are given this notice. This notice is void only if rent is paid in full within 5 days. If rent is not paid within 5 days the tenancy is ended on the date established by this notice. You have a right to dispute the notice within 5 days under section 46 of the Residential Tenancy Act (see Information for Tenants, page 3).

### ② ONE-MONTH NOTICE (To end tenancy under sections 47 and 48 of the RTA)

#### Section 47 of the RTA:

- a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;
- b) the tenant is repeatedly late paying rent;
- c) there are an unreasonable number of occupants in a rental unit;
- d) the tenant or a person permitted on the residential property by the tenant has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property, seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or put the landlord's property at significant risk;
- e) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property; has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;
- f) the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;
- g) the tenant does not repair damage to the rental unit or other residential property, as required under section 32(3), within a reasonable time;
- h) the tenant has failed to comply with a material term, and has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

- i) the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34;
- j) the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;
- k) the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;
- l) the tenant has not complied with an order of an arbitrator within 30 days of the later of the following dates; the date the tenant receives the order or the date specified in the order for the tenant to comply with the order.

#### Section 48 of the RTA:

- (a) landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if the rental was rented or provided to the tenant for the term of his or her employment, the tenant's employment as a caretaker, manager or superintendent has ended, and the landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.
- (b) an employer may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.

### ③ TWO-MONTH NOTICE (To end tenancy under section 49 of the RTA)

- i) a landlord who is an individual may end a tenancy in respect of a rental unit if the landlord or a close family member of the landlord intends in good faith to occupy the rental unit.
- ii) a landlord that is a family corporation may end a tenancy in respect of a rental unit if a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
- iii) a landlord may end a tenancy in respect of a rental unit if the landlord enters into an agreement in good faith to sell the rental unit, all the conditions on which the sale depends have been satisfied, and the purchaser asks the landlord, in writing, to give notice to end the tenancy on one of the following grounds:
  - a) the purchaser is an individual and the purchaser, or a close family member of the purchaser, intends in good faith to occupy the rental unit;
  - b) the purchaser is a family corporation and a person owning voting shares in the corporation, or a close family member of that person, intends in good faith to occupy the rental unit.
- iv) a landlord may end a tenancy in respect of a rental unit if the landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
  - a) demolish the rental unit;
  - b) renovate or repair the rental unit in a manner that requires the rental unit to be vacant
  - (c) convert the residential property to strata lots under the Strata Property Act.
  - (d) convert the residential property into a not for profit housing cooperative under the Cooperative Association Act.
  - (e) convert the rental unit for use by a caretaker, manager or superintendent of the residential property.
  - (f) convert the rental unit to a non-residential use.

Except in a fixed term tenancy, if a landlord gives a residential tenant a notice under Section 49 of the RTA (landlord's use of property), the tenant may end the tenancy early by :

- giving the landlord at least 10 days' written notice to end the tenancy on a date that is earlier than the effective date of the landlord's notice, and
- paying the landlord, on the date the tenant's notice is given, the proportion of the rent due to the effective date of the tenant's notice. Upon receiving the tenant's notice, the landlord must refund any rent paid for a period after the effective date of the tenant's notice.

A notice under this section does not affect the tenant's right to compensation under section 51 of the RTA.

## Information for Tenants

A tenant who wishes to end a tenancy must give the landlord notice in writing, but no special form is required. The tenant's written notice must include: the address of the property being rented; the date the tenancy agreement will end; and the signature of the tenant. The tenant should also include the date the tenant signed the written notice.

- Do not assume that an error in this Notice makes it invalid. Any Notice to End Tenancy is a serious matter and requires immediate attention.
- If a tenant chooses to accept the notice given for non-payment of rent and vacate the rental unit, the tenant should understand that the landlord may have a claim in damages for loss of rent.
- If your landlord has given you a Notice to End Tenancy because of landlord's use of property and you have a periodic tenancy (see Box 3 above), and you wish to leave early, you may give the landlord a minimum 10 days written notice specifying the date you intend to vacate the premises. You must pay any required rent for the period of time you will remain in the premises at the time of serving the notice to the landlord. After you vacate the premises, the landlord must refund any excess rental payment. If you have a fixed term tenancy, you are not able to give a minimum of ten days notice.
- You may not set off expenses you have incurred, against the rent, unless you have an arbitrator's order allowing you to do so or you are deducting an amount for emergency repairs as outlined in Section 33 of the RTA.
- If you disagree with the landlord's reasons for ending the tenancy, you may apply for an order setting aside the Notice to End Tenancy. This order may be made by an arbitrator designated by the Residential Tenancy Office, Ministry of Public Safety and Solicitor General.
- To apply for an arbitrator's order you **must**:
  - immediately obtain an 'Application for Arbitration' form which is available from any Residential Tenancy Office, local Government Agents, BC Access Centre, landlord and tenant groups and may be obtained from the B.C. Government Web site at: [www.gov.bc.ca](http://www.gov.bc.ca) (type 'rto' in the search bar).
  - complete the 'Application for Arbitration' form and present it to the Residential Tenancy Office along with a copy of the Notice to End Tenancy and a filing fee in the form of cash, debit or cheque (identification is required and cheque must have current address encoded) made payable to the Minister of Finance. The arbitrator may order that the landlord reimburse you for this filing fee. The 'Application for Arbitration' form must be received by the Residential Tenancy Office within the time periods stated under Tenant's Right to Dispute on page 2 of this form.
  - serve the landlord with a copy of the 'Application for Arbitration' form within 3 days of making the application to the Residential Tenancy Office. Do not serve the landlord until the Residential Tenancy Office has processed your application.
- If you do not pay the rent within 5 days or obtain the landlord's permission for an extension of time to pay the rent, the tenancy agreement will end on the date specified in this Notice. You will need proof that the landlord agreed to an extension.
- If you pay the rent within the 5 days, this Notice to End Tenancy is void.
- As a tenant you are responsible for the actions of your roommates, guests and subtenants.
- If a Notice to End Tenancy is served on a tenant, it may also end any sub-tenancy.

## Information for Landlords

- It is against the law to physically evict a tenant, change the locks or seize personal goods for non-payment of rent without an arbitrator's order.
- Keep copies of all Notice to End Tenancy served upon the tenant and record each date and method of service.
- If the tenant fails to vacate the premises or if you believe the tenant does not intend to vacate the premises and the applicable time period for the tenant to dispute has expired, you may apply to the Residential Tenancy Office to have an arbitrator issue an Order of Possession. This may be done by following the steps outlined under Information for Tenants.
- If the tenant applies to dispute the Notice, you can ask the arbitrator for an Order of Possession at the hearing of a tenant's application even if the tenant does not appear, or the arbitrator dismisses the tenant's application.
- If you have ended the tenancy for landlord use of property, you will be required to pay the tenant the equivalent of one month's rent, on or before the effective date of the Notice.
- If the landlord or purchaser does not take steps to accomplish the stated use within a reasonable period, or do not use the rental unit for that purpose for at least 6 months, the landlord or purchaser must pay the tenant an additional amount equivalent to double the monthly rent.

## Information for Landlords and Tenants

- A Notice to End Tenancy given for rent arrears can be served on a tenant any day after the day the rent is due, to be effective 10 complete days after the date of service. For example, a Notice to End Tenancy served by hand, on the 2nd day of the month could be effective on the 12th day of the month.
- A one or two month Notice to End Tenancy must be received by the tenant on or before the last day of a rental payment period to be effective on the last day of the appropriate rental period depending on the length of the Notice to End Tenancy.
- A Notice to End Tenancy with an incorrect end of tenancy date earlier than the earliest date permitted by the RTA takes effect on the earliest date that complies with the RTA. If a landlord gives a longer notice period than required, the end date specified in the Notice will be the effective end date. An arbitrator can order that the tenancy ends on a date other than the date specified in the Notice to End Tenancy.
- The following Rules for Service explain how the landlord must serve this Notice to End Tenancy by.
  - Leaving a copy with the tenant (deemed received on the day it is left);
  - Leaving a copy with an adult (19 years or older) who apparently lives with the tenant (deemed received the day it is left);
  - Leaving a copy in a mailbox or mail slot for the address where the tenant lives (deemed received on the third day after leaving it);
  - Faxing the Notice to a number provided by the tenant for service (deemed received on the third day after faxing);
  - Attaching a copy to the door or other noticeable place at the address where the tenant lives (deemed received the third day after attaching);Sending a copy by registered or regular mail to the address where the tenant lives (deemed received on the fifth day after mailing);
- The assumption that the tenant has been served may be disproved by clear evidence that the Notice to End Tenancy was not actually received through no fault of the tenant. Accordingly, it is recommended that you take steps to obtain confirmation that the Notice to End Tenancy was in fact received by the other party.
- Without an arbitrator's order, a tenant is not entitled to withhold any part of the rent, which is lawfully due, because of the landlord's failure to abide by the terms of the tenancy agreement or the Residential Tenancy Act. Other remedies may be available to the tenant under the provisions of the Act. Call the Residential Tenancy Office at the numbers listed below.

### For more information, contact the Residential Tenancy Office:

10009 - 136A Street  
Surrey, BC V3T 4G1  
Telephone: 604 660-3456

201, 1726 Dolphin Avenue  
Kelowna, BC V1Y 9R9  
Telephone: 250 717-2000

400, 5021 Kingsway  
Burnaby, BC V5H 4A5  
Telephone: 604 660-3456

1st floor, 1019 Wharf Street  
Victoria, BC V8W 9J8  
Telephone: 250 387-1602

In the Lower Mainland call: 604-660-1020 (for 24 hour recorded information line)  
Elsewhere in the Province call toll free: 1 800 661-4886 (for 24 hour recorded information line)  
1 800 665-8779 (to speak to an Information Officer) or  
1 800 663-7867 (Enquiry BC - BC Information Referral Service)

B.C. Government Web site [www.gov.bc.ca](http://www.gov.bc.ca) (type 'rto' in the search bar)