

The Residential Tenancies Act CHANGES

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New Definitions

- ◆ Director
- ◆ Taking Possession
- ◆ Giving up Possession

Notice of Increase in Rent

Notice must:

- Be “served” on the tenant
- Include date increase effective
- Be dated and signed by landlord

Notice of Increase in Rent

Notice (Rent Increase) Void:

- Doesn't comply or wasn't served properly
- Tenant may recover rent paid if notice void

Fixed Term Tenancy

No Notice Required to Terminate

- **By Landlord or Tenant**

Landlord's Covenants

Landlord's Required to Ensure

premises will “meet at least the minimum standards prescribed for housing premises under the *Public Health Act* and regulations”.

Notice of landlord

Must

- Be in Writing
- Dated and Signed By Landlord
- Provide a Physical Location for Landlord
- Served on tenant “Forthwith”

Inspection Report

- Provide report to tenant “Forthwith”
Move in and Move out
- Landlord Proposes 2 times ... not suggests
- New section clarifies
inspection occurs – 2nd date and time

Inspection Report

Keep Records

- 3 years after termination of tenancy
- Make available for inspection to Director for purposes of
 - inspection
 - investigation

Entry of Premises

- New Reason to Enter
 - ❖ to control pests
- Selling and Showing Suites
 - ❖ directly or real estate broker
- Date and Time of Entry
 - ❖ period of time reasonable duration

Locks and Security Devices

New addition

- Tenant changes / adds to locks
 - ❖ Must give key to landlord

Termination for Substantial Breach by Landlord

Tenant Can Terminate Tenancy when...

- Landlord Commits Substantial Breach and
- PHA Executive Officer issues Order and
- Landlord has failed to comply with order

Termination for Substantial Breach by Landlord

Tenant may apply to court or serve landlord with 14 day notice

Notice must

- be in writing
- be signed by tenant
- set out the reasons for termination
- set out the termination date

Termination for Substantial Breach by Landlord

Notice to Terminate is ineffective if before termination date the landlord

- Complies with PHA Order, **OR**
- Serves Notice in writing to tenant objecting to termination and stating reason

Termination for Substantial Breach by Tenant

Notice for Non-Payment of Rent

Must set out separately in the notice

- the rent due as of the date of the notice
- any additional rent that may become due during the notice period

Termination for Substantial Breach by Tenant

Notice for Non-Payment of Rent

Must state

- tenancy will not be terminated if, on or before the termination date specified in the notice, the tenant
 - ❖ pays the rent due and
 - ❖ any additional rent that has become due as of the date of payment

Termination for Substantial Breach by Tenant

Notice for Non-Payment of Rent

Tenant can object to the notice

Termination of Tenancy for Damage or Assault

- New – added
 - ❖ **or threatened to physically assault**
- Termination notice of tenancy reduced to **24 hours** from 48 hours
- Go to Court – increased to **10 days** from 5 days

Abandoned Goods

- Amount changed to **\$2,000** from \$1,000
- Must keep records
 - ❖ Storage and disposition or sale of goods
 - ❖ 3 years after goods were returned to the tenant, sold or disposed of

Abandoned Goods

Records Include

- ❖ description of goods
- ❖ time & location where stored
- ❖ costs claimed by landlord and date goods returned
- ❖ where goods sold, particulars of sale, amount claimed by landlord
- ❖ not returned to tenant or sold, how were they disposed of

Notice to Vacate (Non – Tenants)

Living with Tenant

- Notice period reduced to **14 days**
from 30 days

Frustration of Tenancy Agreement

PHA Order closes the premises because

- unfit for habitation or
- otherwise operates so as to make the continuation of the tenancy practically impossible

Security Deposit

- Must remain in trust until disposed of
- Keep records for each tenant
 - ❖ Amount and date of receipt
 - ❖ Date deposited and what bank
 - ❖ Interest payable and paid to tenant
 - ❖ Disposition and how delivered

Security Deposit

Keep Records

- 3 years after expiration or termination of tenancy
- Make available for inspection to Director for purposes of
 - inspection
 - investigation

Security Deposit

Return of Security Deposit

New Definition

“Deliver”

- Personal service
- Registered mail
- Certified mail

Obligations and Rights of New Landlord

Within reasonable time after acquiring property and at no cost to tenant serve

- “Notice of Landlord” on tenant
- Statement showing amount of security deposit and interest at time property acquired

Director of Residential Tenancies

- Oversees management of RTA
- Has responsibility for conducting inspections and investigation of potential breaches
- Has authority to delegate to others
- Can force compliance through court

Offences and Penalties

- Section 60 lists all offences in this legislation
- Maximum fine \$5,000
- Limitation period changed from “12 months” to “3 years”