



Important Notice for Renters & Landlords

May 18, 2018

This bulletin outlines several recent changes to the **Residential Tenancy Act (RTA)** that have been introduced by the new provincial government. We are working hard to improve housing affordability and security for renters in this province, but there's still a lot more work to be done. In addition to our 30-Point Housing Plan, a new **Rental Housing Task Force** has been created to investigate and recommend further changes to the RTA. Do not hesitate to let me know if you're interested in participating in rental housing discussions, if you have any questions, or if you require assistance understanding your rights and obligations as a tenant or landlord. – Bowinn Ma, MLA

Fixed-Term Leases

- Whether a tenant is on a month-to-month tenancy agreement OR a fixed-term lease, they are **not required** to enter into a new lease in order to stay in their unit. Landlords may not use back-to-back leases to bypass rent controls (currently set at 4% for 2018) nor can a tenant be evicted for refusing to sign a new lease.

Rent Increases Based on Market Rental Rates in Your Area (“Geographic Area Market Rent Increases”)

- There is **no longer** an avenue for a landlord to increase rent beyond rent controls by arguing that similar nearby units are renting for more.

Evictions for “Landlord’s Own Use of Property”

These are evictions where:

- (1) The landlord or a close family member (parent, child, or spouse) intends to live in the home;
- (2) The home is being demolished; a substantial renovation or repair requires home to be vacant; or the home is being converted into strata lots, not-for-profit housing, caretaker unit, or to non-residential use.

Circumstance	Old Law	New Law
Eviction Notices for type (1) evictions	Two (2) full months’ notice. Tenants have 15 days to appeal.	No change.
Eviction Notices for type (2) evictions	Two (2) full months’ notice. Tenants have 15 days to appeal.	Four (4) full months’ notice. Tenants have 30 days to appeal.
In relation to the sale of a rental unit, the <u>new owner</u> wishes to evict for “landlord’s own use of property”.*	Tenant is not entitled to contact information for the new owner.	The name and address of the new owner must be disclosed to the tenant being evicted.
A “Bad Faith Eviction” is an eviction where a landlord misrepresents the reason for their eviction.	Penalty is two (2) months’ rent payable to the tenant.	Penalty is twelve (12) months’ rent payable to the tenant.
Returning to a unit after repair or renovation.	Tenant retains no rights to rental unit after they are evicted for a repair or renovation.	Tenant must be granted first right of refusal to rent unit at new market rate after repair or renovation is complete.

*Note: The sale of a unit in and of itself is not legal grounds for eviction – neither is an intention to sell. A new landlord cannot evict a tenant to bring in a new tenant. Rental agreements survive changes in ownership of a rented property.

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