



# Residential Tenancies Landlord & Tenant Obligations

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## Landlord's Obligations

*RTA section 9(1) statutory condition 1*

The *RTA* contains *Statutory Conditions* to which both landlords and tenants must adhere. Some of the landlord's *Statutory Conditions* that lead to landlord/tenant disputes are as follows:

### Condition of Premises

A landlord has an obligation to keep residential premises in a good state of repair and fit for habitation.

This condition means that a tenant can make an Application to the Director of Residential Tenancies (as will be discussed later) requiring their landlord to make repairs to their rental unit or render it fit for habitation (i.e. exterminate bedbugs or other pests, eliminate mould, obtain necessary occupancy permits, etc...).

The *RTA* does not contain any provisions for forcing landlords to make repairs, or verifying that necessary repairs are carried out. This means that Residential Tenancy Officers are often reluctant to make orders requiring repairs. One option to compel landlords to make repairs is to request that rent be paid in trust to Residential Tenancies, and only be paid to the landlord once the repairs are completed – this is done via an order of the Director of Residential Tenancies (how to obtain an Order will be discussed later in the presentation).

Another, often times, more effective method of forcing a landlord to make repairs is through Municipal or town By-laws. Some municipalities and towns have by-laws which set out minimum standards for residential occupancy.

Should there be an applicable by-law a successful by-law complaint may result in a landlord being fined if they do not fix the problem that lead to the bylaw violation in a timely fashion.

### Entry of Premises

A landlord may only enter a tenant's premises without consent if:

- i. There is an emergency;
- ii. Notice of termination of lease has been given and the unit is being shown to a prospective renter at a reasonable hour; and
- iii. If **written** notice is provided 24 hours in advance of the entry, and the entry is during daylight hours.

### Entry Doors

*RTA section 9(1) statutory condition 8*

A landlord **cannot** unilaterally change the locks on the doors of a tenant's unit, **for any reason** (i.e. due to late rent, if a landlord wants to evict a tenant, etc...) during the course of the tenancy.

If a landlord changes the locks on a tenant's unit the police should be contacted.

If a landlord threatens to change the locks on a tenant's unit a Residential Tenancy Officer should be notified so that they may contact the landlord, and advise them of their obligations pursuant to the *RTA*.

### Subletting

*RTA section 9(1) statutory conditions 5; RTA Regulation 2*

A landlord cannot unreasonably or arbitrarily refuse a tenant's request to sublet their rental unit (i.e. the landlord must have a legitimate reason to refuse a proposed subletter).

A landlord may only charge a tenant for expenses actually incurred as a result of allowing the unit to be sublet. The current maximum fee for subletting that landlords can charge is \$75.00.

### Abandonment & Termination

*RTA section 9(1) statutory condition 6 & RTA section 6(3)*

Prior to disposing of any property abandoned by a tenant a landlord must follow the procedure set out in the *Regulations*.

Should a tenancy end without proper notice a landlord is also under an obligation to limit their financial damages as much as possible – i.e. by making an honest effort to re-rent the rental premises as quickly as possible.

### Good Behavior

*RTA section 9(1) statutory condition 3 & RTA section 9(A)*

A landlord must not act in a way that interferes with a tenant's possession or occupancy of their rental premises.

### Landlord's Rules

While not a statutory condition, a landlord also has obligations with respect to making rules for tenants.

A copy of rules must be provided to tenants prior to signing their lease, and 4 months notice is required to change or repeal a rule.

Landlord's rules must also be 'reasonable'. In order to be considered reasonable a rule **must** meet the following criteria:

- i. It is intended to:
  - a) Promote a fair distribution of services and facilities to all tenants;
  - b) Promote the safety, comfort or welfare of tenants or people working in the building; **or**
  - c) Protect the landlord's property.
- ii. It is reasonably related to the purpose for which it was imposed;

- iii. It applies to all tenants fairly; **and**
- iv. It is clearly enough written so that a tenant knows what they must do to comply with it.

## Tenant's Obligations

### Rent

A tenant's most important obligation is to pay their rent in full and on time.

It is impermissible to withhold rent under any circumstances, and rent should not be withheld as it exposes the tenant to the risk of eviction for non payment of rent.

As will be explained later tenants can be compensated in the form of rent abatement should their landlord fail to meet their obligations pursuant to the *RTA*.

### Statutory Conditions

*RTA section 9(1) statutory conditions 3 & 4*

Like landlords tenants are also subject to some of the *Statutory Conditions* contained in the *RTA*:

#### *Good Behaviour*

Tenants must also be of good behaviour so as not to interfere with the landlord or other tenant's possession or occupancy.

#### *Cleanliness & Damage*

Tenants are responsible for keeping their premises clean, and for any damage done by themselves or their guests.

Tenants are not responsible for ordinary wear and tear of their rental unit. 'Ordinary wear and tear' means the usual degree of depreciation or deterioration caused by living in a residential premises relative to the length of the tenancy – faded paint, worn carpets in high traffic areas, etc... are examples of 'ordinary wear and tear'.

### Tenant Insurance

While not a statutory obligation many leases require tenants to have tenant insurance. Provided it meets the criteria for landlords' rules this can be contained in a lease. However if the lease says, for example, 'tenants are *responsible* for tenant insurance' this doesn't mean they **must** have it, only that it is their responsibility to pay for it and that a landlord's insurance policy will not apply to the tenant.

Remember that tenant insurance covers not only a tenant's belongings, but also liability for damages caused by a tenant, their child or a guest (i.e. if a tenant's child starts a fire that damages multiple units the tenant will be liable).

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## Disclaimer

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