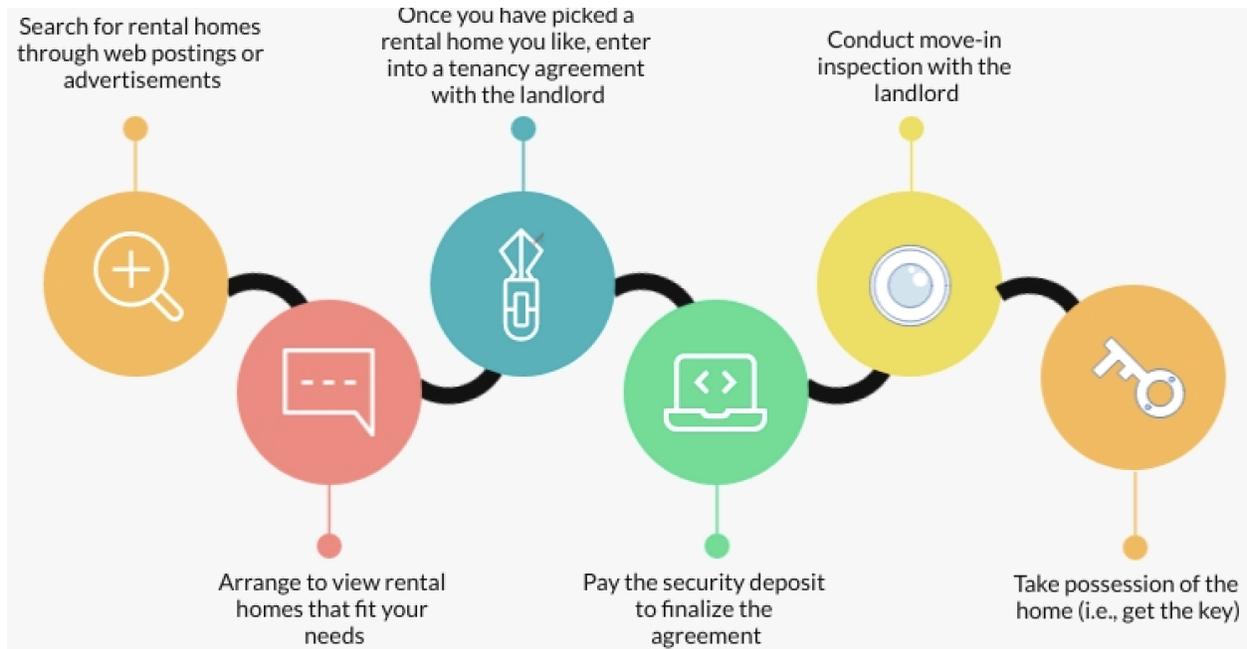


Entering into a Tenancy

Most rental housing in British Columbia is covered by the *Residential Tenancy Act* (RTA). The RTA is the main law in British Columbia that protects tenants and landlords. It contains the rules that must be followed by both tenants and landlords from the start to finish of a tenancy.

Generally speaking, entering a tenancy involves the following steps:



Here are some things you should consider when entering a tenancy:

1. Tenancy Agreements



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A tenancy can be started by a *verbal* or *written* agreement. Although a verbal agreement is still covered by the standard rules of the *RTA*, it is always best to have a written tenancy agreement. The landlord must provide a copy of the tenancy agreement to the tenant within 21 days of it being signed. If the landlord does not provide a copy, we recommend that the tenant request a copy from the landlord.

Every tenancy agreement must include information such as:

- I. Names and contact information of the landlord(s) and tenant(s)
- II. Start date of the tenancy
- III. The type of tenancy (see #2 below for more information)
- IV. Amount of rent
- V. When rent is due
- VI. Services and facilities included in the rent
- VII. Amount of security deposit (see Security Deposit Fact Sheet for more information)

In addition, the tenancy agreement must contain a set of standard terms created by the Residential Tenancy Branch. These terms can be found [here](#) and they are also included in the [standard tenancy agreement](#) used by many landlords. It is important for tenants to know that a landlord *cannot* include, or remove, terms in the tenancy agreement that reduces the tenant's rights.

2. Tenancy Period

There are two types of tenancy agreements:

I. Month-to-Month

A month-to-month tenancy agreement does not end on a predetermined date. Instead, it continues until the tenant gives proper notice to move out or until the landlord ends the tenancy. Click [here](#) for more information about ending a tenancy.

II. Fixed Term

A fixed term tenancy, sometimes called a lease, has a predetermined date on which it ends. What happens after the fixed term is something that the landlord and tenant can mutually agree on. The possible options include:

- i. Continue on a month-to-month basis;
- ii. Renew for another fixed term;
- iii. If the tenancy agreement does not say what will happen after the fixed term is over, the tenancy will automatically continue on a month-to-month basis.

3. Co-Tenants



Tenants can choose to rent housing as co-tenants. Co-tenants are roommates who share a single tenancy agreement with the landlord. Co-tenants are jointly responsible for everything related to the tenancy, including paying rent.

If one co-tenant decides to move out, this can affect the remaining co-tenant as well. Here is how:

- I. If the moving co-tenant provides proper notice to the landlord, the tenancy will end for both co-tenants. This means that the remaining co-tenant must either move out as well, or sign a new tenancy agreement with the landlord;
- II. If the moving co-tenant does not provide proper notice, the tenancy will continue and the remaining co-tenant will be responsible to pay the full rent. In this situation, the remaining co-tenant should contact the landlord to sign a new tenancy agreement if possible.

4. Move-in Inspection

After a tenant has decided on a particular home, has signed a tenancy agreement, and paid the security deposit, the next step is to do an inspection of the home before taking possession (i.e., before the tenant receives the key).

The tenant and landlord will schedule a time to inspect the home together. Most times, the landlord will complete a [Condition Inspection Report Form](#) while



walking through the home with the tenant. The tenant should pay close attention to:

- I. The general condition of the floor, window covers, appliances, electric outlets, walls (i.e., paint, holes in the wall, etc.), fixtures (i.e., lights, ceiling fans, etc.);
- II. Any damage to the unit that needs repair.

It is a good idea for the tenant to take pictures and videos during the move-in inspection so that there is proof of the home's condition. The tenant and landlord sign the checklist once they are satisfied that the condition of the home is recorded on the checklist. Once this is done, the tenant can take possession of the unit by receiving the key.