



Top 10 Helpline Questions

Helpline #: 1-888-330-6707

We take calls every day from landlords and property managers across the province. Each call we take is unique and has its own surrounding circumstances; however, some questions come up often, and are common challenges faced by many of our members. In order to serve you better we have compiled a list of the top 10 questions that we are asked most frequently on the helpline. Below are answers to your questions, as well as information about guides and forms that are applicable to the different situations you may be facing.

Next time you have a question, see if it is a top 10 question, you may be able to find the answer contained right here. All guides referenced below can be found on the LandlordBC website.

1. What is this year's rent increase?

The rent increase for 2016 is 2.9% you can find a guide on rent increases on our website.

2. Do I have to pay Interest on Security and Pet Damage Deposits?

The interest rate payable on deposits for 2016 is 0.0% and has been 0.0% since and including 2009.

The RTB has an interactive deposit calculator on their site.

3. Am I allowed to enter a tenant's unit?

A landlord is allowed to enter a unit once a month for a routine inspection. A proper **Notice of Entry**, which can be found in the LandlordBC forms section of our website, must be served and the tenant needs a minimum of 24 hours notice. Alternatively a landlord and tenant can agree to allow the landlord to enter the unit.

4. How and when to schedule a condition inspection?

A **Condition Inspection Report** must be completed at the beginning of the tenancy prior to the tenant moving their belongings in to the unit.

A condition inspection must also be completed at the end of the tenancy after the tenant has moved out their belongings. A landlord must offer two opportunities to schedule a condition inspection and in the event a tenant is not cooperative a landlord may have to serve a **Notice of Final Opportunity to Schedule a Condition Inspection**, a form available on the RTB website.

5. How do I end a tenancy?

There are many ways a landlord can end a tenancy. Depending on the situation a landlord may serve a notice to end tenancy, sign a mutual agreement to end tenancy, or apply for an early end of tenancy. We have several guides on our website on the various ways a landlord can end a tenancy.

For unpaid rent or utilities see our guide on the **10 Day Notice to End Tenancy**. The guide on the **One Month Notice to End Tenancy** provides information on how to end a tenancy for cause. We also have a guide on serving a **Two Month Notice to End Tenancy for Landlords Use**.

6. How do I deal with additional occupants?

Additional occupants are only permitted with prior written consent & acceptance by the landlord. If a landlord chooses to permit additional occupants the rent may increase as per clause 6 of the LandlordBC **Residential Tenancy Agreement**. It is advisable to list additional occupants as tenants once accepted by amending the tenancy agreement. LandlordBC provides a guide on filling out a tenancy agreement on our site.

7. How do I get a credit check on a potential applicant?

Credit checks are done online through our partner, Tenant Verification Services or **TVS** for short. Landlords must set up an account with them initially, which requires proof of ownership & identification. For complete step-by-step instructions, please see the credit checks guide in the external guides section of our website.

8. Can I add additional terms to my tenancy agreement?

Yes, a landlord can add additional terms, called addendum's, to a tenancy agreement. You must ensure that any additional terms you add into your agreement are not "unconscionable" (grossly unfair), and all parties agree to, and initial added terms. Any changes must be in accordance with the Residential Tenancy Act and section 14 (1) of the Act states: "A tenancy agreement may not be amended to change or remove a standard term" (a term required by the regulations).

9. How can I remove a service or facility that's included in the agreement?

You may remove or restrict a service or facility that's included in the tenancy agreement as long as it is not considered to be essential to the tenancy (ex. a roof is essential), or a material term (a term that is described in the agreement and is essential to the tenancy). In order to remove or restrict a service or facility a landlord must give 30 days' written notice to the tenant and must use the approved form, **Notice Terminating or Restricting a service or Facility**.

When removing or restricting a service or facility the landlord must reduce the rent by an amount equal to the reduction in value to the tenancy agreement (i.e. the cost to the tenant to replace the service or facility).

For more detailed information please see the following LandlordBC guide on Removing a Service or Facility.

10. How do I extend an agreement?

A common misconception is that when your fixed term tenancy is coming to an end and you plan to continue the tenancy that you should fill out a new tenancy agreement. This is not the case. Unless you are fully ending the tenancy and beginning a new one, you stay with the original tenancy agreement and simply amend it. So, if you wish to extend the agreement by entering into another fixed term, you simply cross out the original end date and put in a new end date, with all parties initialing beside the change.