

EMAILS SENT OUT BY RTB FEB 9, 2016

Thank you for writing to us on this matter.

The procedure for when and how a landlord can access the rental unit are outlined here: [Landlord's Access](#).

In essence as a tenant your rights and responsibilities in regards your landlord's access to the rental unit are:

- Your landlord must provide you with proper written notice at least 24 hours before entry and no more than 30 days prior to entry. The notice should be on paper (not e-mail, text or verbal) and include the date, time and purpose of entry.
- If your landlord enters without notice, you may send a warning letter asking your landlord to comply with the Residential Tenancy Act with regards to entry. A copy of the letter should be kept for personal records.

If your landlord continues to enter the rental unit illegally your rights are:

- You may file an [Application for Dispute Resolution](#) through our office. On the application you may request an order for your landlord to comply with the Residential Tenancy Act, compensation for loss of quiet enjoyment as well as an order allowing you to change the locks and keep the only set of keys.
- To make this claim see our website [dispute resolution](#) for more information. At the hearing an arbitrator will consider evidence and testimony from both you and your landlord and will make a decision on this matter.

Please note that you cannot refuse your landlord entry to the rental unit if they have provided proper written notice.

Regarding the sale of the property, it is unclear from your email if you are in a 6 month lease or on a month to month tenancy. In either situation, your landlord has the right to sell the property, if you are in a lease agreement, your agreement cannot end earlier than the last date of tenancy.

See our website [Selling a Tenanted Property](#). For full details on this.

Regards,

Jane

Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
RTB offices are open from 9 am to 4 pm. Information and the online applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

Hello,

If a tenant is repeatedly late paying rent, a landlord may end their tenancy using a 1 month notice to end tenancy for cause. You must use the proper form to give notice and you may find the form here: <http://www2.gov.bc.ca/gov/DownloadAsset?assetId=715AC0BBA43048A780584E3A75D976AF>

You may also find more information about this here: <http://www2.gov.bc.ca/assets/gov/housing-and-tenancy/residential-tenancies/policy-guidelines/gl38.pdf>

Once the tenant receives this notice, they have one complete month of tenancy. For instance, if their rent is due on the 1st of each month and they receive the notice on February 9th, they must vacate on March 31st and they must pay rent for March.

If you are concerned that the tenant may not move out when they are supposed to, you may apply for an order of possession once 10 days have passed since the 1 month notice is deemed received, see

To see when a notice is deemed received, see
http://www.bclaws.ca/civix/document/id/complete/statreg/02078_01#section90

Finally, the following links may be of assistance to you:
<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice/one-month-notice>

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/dispute-resolution>

Thank you,

Nina

Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant.

From: s.22

Sent: Monday, February 8, 2016 4:18 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Need advice

Hello I am having difficulty with my tenants,since signing 6 month lease in Aug/2015 they have been late with the rent payment 4 times in that time period not to mention ignoring my calls to resolve this ongoing issue like adults,they have resorted to emailing back and forth.I am very concerned with what is happening to my investment.Am I in my write give to give 2 month notice based on ongoing late rent payments (still have not received February's rent) and lack of communication and refusing my calls! Is this kind of behavior indicative of people who use the

system to scam landlords? I need advice on how to get these people out of my house! Thank you for your time

I have attempted various times to contact tenancy branch to no avail.

My phone # is s.22 if an agent would be so kind as to call and advise proper steps

Hello s.22 ,

Thank you for your email.
It seems your query is related to evidence.
We are unable to accept evidence via emails.

Thank you for your email to the Residential Tenancy Branch. Unfortunately, we cannot accept evidence through the HSRTO@gov.bc.ca email service. This email address is strictly for answering inquiries from both tenants and landlords and informing them of their rights and obligations under the RTA and MHPTA. As per section 88 of the Residential Tenancy Act, email is not a recognized method of service for documents. In addition, due to the possibility of viruses, etc, we cannot open email attachments.

You will need to either fax it to the evidence fax line provided below or submit it in person to the Residential Tenancy Branch or any Service BC office in your area or mail it to the following address:

Please note photos will not be viewable if sent via fax.

If your file # starts with a 2:
Evidence fax line: (250) 356-7296 or
Mailing Address: PO BOX 9298, Stn Prov Govt Victoria BC V8W 9J8

If your file# starts with a 5:
Evidence fax Line: (250) 861-7444 or
Mailing Address: 305 – 478 Bernard Ave, Kelowna, BC, V1Y 6N7

If your file # starts with a 8:
Evidence fax line: 1-866-341-1269 or 604 - 660-2363 or
Address: 400 - 5021 Kingsway, Burnaby, BC , V5H 4A5

You may also wish to refer to the following link regarding evidence:
<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/solving-problems/dispute-resolution/prepare-for-your-hearing/preparing-evidence>

From: s.22
Sent: Saturday, February 6, 2016 7:29 PM
To: OHCS Residential Tenancy Office OHCS:EX
Subject: Residential Tenancy Act Phone Call

Good Evening,

I have tried to reach by phone and have left a message to be called back for Tuesday.

I wanted to send an email so it may be documented that I tried calling today after s.22
s.22

I understand no evidence can be sent via email but I'm hoping this email can at least be documented that I've made contact during closed hours about issue in case she does go forward with false accusations.

Thank you so much.
s.22

Hello s.22

Thank you for writing to us on this matter.

The procedure for returning the security deposit at the end of a tenancy is outlined here: [Returning Deposits](#).

In essence as a tenant in order to obtain your security deposit(s) your rights and responsibilities are:

- Provide your landlord with a forwarding address in writing (Text message or email is not sufficient).
- Participate in any conditional inspection(s) with your landlord. An informative video about conditional inspections can be found here : [Condition Inspections](#).

If your landlord does not return the security deposit within 15 days after receiving the forwarding address or within 15 days after the end of tenancy (whichever is later), then your rights are:

- You can file an [Application for Dispute Resolution](#) requesting that the deposit(s) be returned. To make this claim see our website [dispute resolution](#) for more information.
- At the hearing an arbitrator will consider evidence and testimony from both you and your tenant and will make a decision on this matter. In this situation your landlord may be ordered to pay you double the amount of the deposit(s).

Please note that if the requirements for a proper conditional inspection are not met, then your right to the return of any deposit(s) may be extinguished.

Regards,

Sophia

Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards
RTB offices are open from 9 am to 4 pm. Information and the online applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

The above information has been provided by our office based solely on the information provided and the questions asked in your email.

Different or additional information could possibly result in a different response.

You may wish to seek legal advice for a specific answer to your particular situation.

If an application for Dispute Resolution is filed on this matter, an Arbitrator will hear the case and determine the final outcome.

From: s.22

Sent: Sunday, February 7, 2016 7:36 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Landlord refuses to return damage deposit

Hi there,

I have an issue with my landlord and I haven't been able to get through on your phone service.

I was a first time renter in the summer, and I didn't know about the tenant rights and different things on the residential tenancy site, anyhow. I moved into a basement suite on July 1st 2015, and since it was hot we had no need for the heaters until September. I turned on the heaters sometime around Sept 26(approximately) and they didn't work in the one bed room, so I turned on the heaters in the rest of the suite and they didn't work either. I let our landlord know via email on October 15, and he said he would check it out. He didn't come to check them out for 2 weeks. Upon inspection our breaker was also broken, we couldn't plug in more than one thing at a time. Then he didn't find an electrician for another 2 weeks. By November 13th he was nowhere close to getting the heaters fixed and the breaker replaced. By then it was negative degrees out at night and we were freezing.

I gave him a breach notice on November 14th, and cleared out my stuff, cleaned my areas of the suite and gave him the keys. I was completely out by Nov 30.

From my basic understanding of the landlord responsibilities, electricity and heat are mandatory emergency fixes. And he acted as if they didn't matter at all.

Now, Feb 2016 he still refuses to give me my damage deposit back. All the things wrong were preexisting issues that my roommate and I were unaware of when we moved in. I caused no damaged to the suite and left it in a cleaner condition that I got it in.

His response to my asking for the deposit back is that I wouldn't receive it until I pay him December's rent. Also he said I wouldn't get it because we didnt ask him permission before inviting a guest over. A friend of mine stayed over for a few nights, no more than 3 or so days, and he expected our guest to pay him rent. Our landlord lives upstairs, completely separate from our suite, is he allowed to charge our friends for staying over for a night ?

Is there any chance of me getting my damage deposit back ?

Sent from s.22

Hello s.22

Thank you for your email.

You may wish to refer to the following links:

Selling a tenanted property: <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/during-a-tenancy/selling-a-tenanted-property>

Landlord access: <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/during-a-tenancy/landlord-s-access>

I hope this assists you in moving forward.

Thank you,

Sophia,
Information Officer,

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

-----Original Message-----

From: s.22

Sent: Tuesday, February 9, 2016 2:25 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Rental unit question

I've been trying to get thru to your office for several days but the phone just rings with no answer, not even an automated service like usual.

I have a question I need answered we own a property that we have rented out, we have decided to sell the property and have listed it for sale, our tenant is refusing to allow us to host an open house what are the rules in regard to open house showings of the property? As far as I can read in the information online, we are allowed to schedule open houses as long as we have given proper notice to the tenant

Thanks

EMAILS SENT OUT BY RTB FEB 10, 2016

Hello s.22

Orders issued through the Residential Tenancy Branch are enforceable through small claims court and as such this question should be directed to them. That being said I do not believe there would be any penalty applied for them shorting the amount they would only enforce the unpaid amount and it probably would not be cost effective to try and enforce this amount.

Regards,

Lisa P | Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

From: s.22
Sent: Tuesday, February 9, 2016 3:09 PM
To: OHCS Residential Tenancy Office OHCS:EX
Subject: Dispute Resolution

Hi there,

Unfortunately I have tried to reach your live line by telephone various times and am having trouble getting through. I hope I can relay my situation enough so it makes sense. Thank you in advance!

Over the past few months I have been dealing with a dispute resolution where I was ordered to receive payment. s.22 The cheque of payment I received was not for the exact amount, s.22 This cheque has been cashed since. I am wondering if there is anything I can do, or is there any penalty for the other party for not paying the order in full? A few months have passed now and I did not realize that the amount was shorted. I realize it is only cents, but I want to follow s.22 Are there any steps I can take?

Thank you very much for your help,

s.22

Hi there,

Sorry to have missed two of your calls today. I was out of the office at both times. I tried calling the contact numbers on the RTB page but was never able to get through or leave a message. Would you be able to confirm the phone number I ought to call? I should be available at s.22

Best Wishes s.22

On Wed, s.22
Hello,

wrote:

Thanks for your quick response. I can be reached this week at s.22 on:

s.22

Best Wishes s.22

On Wed, Feb 10, 2016 at 4:45 PM, OHCS Residential Tenancy Office OHCS:EX
<HSRTO@gov.bc.ca> wrote:

Thank you for your email to the Residential Tenancy Office at hsrto@gov.bc.ca. The inquiry that you have submitted appears to be quite complex and we feel it would be better answered by speaking with an Information Officer.

Please provide a contact phone number as well as a window of time where you can be reached Monday to Friday between 9:00am and 4:00pm. An Information Officer will call you within that specific time period to further discuss your inquiry and provide information to you. It is suggested that you have a pen and paper within reach at this time.

If you prefer, you can also contact us directly at your convenience.

Contact Us

Maranda

Information Officer

Residential Tenancy Branch

RTB offices are open 9-4 weekdays excluding statutory holidays

Information, forms and e-service filing are always available on our website www.gov.bc.ca/landlordtenant

From: s.22
Sent: Tuesday, February 9, 2016 3:45 PM
To: OHCS Residential Tenancy Office OHCS:EX
Subject: Guidance

Hello,

I'm hoping to obtain guidance on the following matters.

1. I am in a month-to-month rental agreement with my landlord. My landlord gave me notice by email on s.22 that she was going to raise my rent s.2 s.22 . I asked her to fill out and submit RTB form #7. She signed and dated it only as s.22 I received this form by mail s.2 s.22 . RTB form #7 states that the landlord needs to give the tenant a full 3 months of notice before raising the rent. Can I dispute this even though I've been paying the raised rent s.22 ? What would be a potential outcome if I were to successfully dispute this? Would I be able to reclaim s.22 for each month since the raise began?
2. The house contains a propane fireplace that efficiently heats a large multi-room space with vaulted ceilings. In November 2015, I informed my landlord that the propane fireplace's pilot light was out and would not relight. She had a qualified technician come inspect the fireplace and the technician deemed the fireplace a danger and condemned it. When my landlord discovered how much money it would cost to replace the unit, she gave me notice that she s.22 s.22 I responded with an email asking her to look at the RTB webpage outlining the steps necessary for providing notice and requested that she follow

all the procedures on that page. She responded by email asking what in particular she wanted me to do. I did not respond. s.22

s.22

s.22 I was not able to gain any insight from the RTB website about whether any law has been broken in this situation. It would seem that my landlord's choice to give me notice because I reported a problem with the heat would be an unjust reason for termination of tenancy. I have no idea what options are available to me if I were to dispute her actions, or even how to couch the dispute. She added an additional term to the tenancy agreement that the tenant would agree to fill the propane tank at the time of vacating the premises, and I signed the tenancy agreement, but I'm unhappy with having to fulfill this condition now that the propane fireplace was condemned

s.22

. Am I still bound to honor this term or is there a method by which I might be able to dispute this?

3. My landlord gave me notice s.22

s.22

. She never served proper written notice to me. I asked her a few days ago to fill out, sign, date, and deliver RTB Form #32 but have heard nothing from her. s.22

s.22

. In the last few months I have been searching for a new place to live and have recently agreed to terms on a location s.22 . I am unclear of what the next steps should be if I do NOT receive written notice from my landlord to end my tenancy. I do not want to provide her with written notice since she is the one who forced me to move out. I am worried that if I move without providing her notice, she can make a dispute against me, even though she ended my tenancy. Her choice to not deliver written notice could potentially cause a great deal of trouble for me and I don't know how proceed now that I've found a new residence.

4. As I understand the RTB website outlining a landlord giving a tenant 2-months notice, the landlord is required to provide 1 month's rent in compensation. If she does end up providing written notice that the tenancy will end on April 01 2016, I understand that I should then provide her 10 days written notice if I would like to move out prior to April 01 2016. Is there a particular RTB form that I should use to provide her this written notice? If I were to move out s.22 , that would be 17 days before the date that her written notice will specify. Can I confirm that she would then need to pay me s.22 IN ADDITION to reimbursing me one full month's rent? One suggestion on the RTB site is that I could agree to not pay the last month's rent in lieu of her paying me one month's rent, but if I then leave halfway through March, I will not recoup all of the reimbursement that I am entitled to.

5. I have received an email this week from my landlord asking me, s.22

s.22

s.22

s.22

As I understand the Residential Tenancy Act, this is not a valid reason for terminating my tenancy and if it were discovered that she did NOT move back into her house, I could file a dispute and could request compensation equal to two months' rent. If she never provides me written notice stating her intention to end my tenancy (in which I presume she would list the reason for ending the tenancy as her intention to move back into her home), I don't know how I could dispute her reasons for ending the tenancy. If I were to dispute this, how soon would I be required to file the dispute and how would I go about proving that she never did move back into the house? Is the onus on me to prove this?

6. Two additional terms were added to our rental agreement^{s.22}
s.22

s.22

. However, I signed the agreement and am likely bound to it by law. Should I pay these costs now and then file disputes with the RTB to seek compensation? This might be the safest way forward. Or would it be possible for me to draft a written document stating the agreement outlined above and have us both sign it? Would that be considered a legal agreement?

I appreciate any guidance you're able to provide on the above matters.

Best Regards,

s.22

EMAILS SENT OUT BY RTB FEB 11, 2016

Hello s.22

If a tenant is providing notice to end tenancy, it must be given in writing (not verbally or via text message). The reason for this is because it protects the landlord by having physical evidence of the notice. This is a requirement by section 45 of the Residential Tenancy Act. If the landlord has taken action on a notice improperly given, this could be a problem.

When a tenant provides proper notice to end tenancy, a landlord may seek an order of possession from our office based on the tenant's notice. The landlord would submit a copy of the notice as evidence of the tenant's notice to vacate. However, when the two parties have acted outside the law, we cannot guarantee if they would be successful in a dispute resolution hearing asking for an order of possession. If you wish, you may apply for dispute resolution seeking an order of possession and an Arbitrator will consider your case and make a decision.

If you have grounds to end their tenancy, you may do so. The different grounds to end tenancy by a landlord are detailed here <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice> . If you do not meet any of the grounds here, you may not issue a notice to end tenancy. The timelines associated with each notice are also detailed on the website above.

You may make an application for dispute resolution in one of the following ways:

- 1) Complete an [online application](#). The filing fee is \$100. You will receive a response via email within 1-2 business days. If you apply in this way, please ensure that you check your email everyday to ensure that you do not miss the 3 day document service deadline. When asked to apply for a BCEID, please select the 'basic' version.
- 2) Fill out an application form ([form for landlords/](#) [form for tenant](#)). Submit it to an [RTB office](#) or a [Service BC](#) office and pay the fee in person. You may have to attend the office more than once depending on volumes.

Thank you,

Nina

Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant.

-----Original Message-----

From: s.22

Sent: Thursday, February 11, 2016 2:49 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Ending a tenancy

Hello,

I have tried to call a few times and haven't gotten through. I would really appreciate some help.

This is the situation.

I am a landlord.

Tenant signed a year lease February 2015 for 1 year, ending Feb 29 2016, and on month- to month after that.

Tenant gave verbal and text notice in December 2015 that they want to end tenancy and move out on March 1 2016 when the lease is up.

I have new tenants moving in on March 1 2016.

The current tenants now say that they want to stay for another year. I am not willing to sign a new lease.

At this point, I know that I should have signed a mutually agreed end of tenancy form but I did not. What notice to end tenancy do I send them? And from the date they receive it how many days before they must vacate?

Thank you so much. If you can call me I would really appreciate it, but an email is great as well.

s.22

Thanks Jon, very much appreciate your getting back to me. I know you and your office are busy. I was a bit panicked this morning after printing off three copies of the RTB Hearing package ready to send by registered mail when I saw the spelling error.

I could not get ahold of Janetta Hurst who thus far has been most helpful. Was on the phone on hold to your office for over an hour and eventually spoke with Nina?, info officer. I did not have as good a conversation as normal as with yourself historically or Janetta but we seemed to work out a fix to the spelling error as noted. Phew. This is not easy.

I have printed off everything again now...corrected version and have the form to fax with my amendments to the application to send to your office.

Tomorrow all should be complete, ie registered letters sent, fax to your office sent. Thanks again for your kind and helpful attitude.^{s.22}

On Thu, Feb 11, 2016 at 3:24 PM, OHCS Residential Tenancy Office OHCS:EX <HSRTO@gov.bc.ca> wrote:

Hi^{s.22} pardon me for not being able to contact you sooner. I found note in the system that an Information Officer has already talked to you earlier today, sent you again hearing notice to serve the respondent as well as giving you information how to submit an Amendment to correct the spelling of the respondent.

Please feel free to contact me again if the issue has not been dealt with sufficiently yet.

Jon

Senior Information Officer

Residential Tenancy Branch

Office of Housing and Construction Standards

Ministry of Natural Gas Development

And Minister Responsible for Housing

Thanks Jane. I was on hold for over an hour trying to speak to your info line this morning. I'd previously been able to speak with Jon and Janetta, both Senior Info Officers...both extremely knowledgeable and helpful. Left messages with both and I did hear back from Jon tonight for which I am grateful. I finally got hold of Nina, Info Officer...not as user friendly however we got to the nuts and bolts of a fix to the spelling error (my own father's name is ^{s.22} so caught me off guard that I had misspelled it, but so be it).

A bit of a panic to make sure all was printed off again, in triplet, Hearing packages ready to be sent by registered mail within the 3 day limit given it's hard to get hold of your office given your busy schedules.

Hopefully all is appropriately attended to now...packages re printed, ready to send tomorrow along with form with my amended info/correct spelling to fax to your office tomorrow. Thanks for your response. ^{s.22}

On Thu, Feb 11, 2016 at 2:35 PM, OHCS Residential Tenancy Office OHCS:EX
<HSRTO@gov.bc.ca> wrote:

Thank you for your email.

The information on the Notice of Hearing letter you received is taken from your input.

I see from the file you have been provided the information on how to amend your application with our office.

If you have any further questions please call our information line.

Regards

Jane

Residential Tenancy Branch

From: s.22
Sent: Thursday, February 11, 2016 10:00 AM
To: OHCS Residential Tenancy Office OHCS:EX
Subject: s.22

We were emailed a RTB Hearing package as per our application for dispute resolution concerning a one month eviction notice.

s.22

We printed off the RTB Hearing package as instructed.

Upon reading the material we noted you have printed the name of the one of the landlords (there are two) incorrectly, ie his name is ^{s.22} the forms we printed off sent to us

by you yesterday state his name as ^{s.22}

^{s.22}

protest?

may have grounds to

We need to send two RTB Hearing packages to the two landlords within 3 business days of yesterday alas we fear the package will not be legal given the name is incorrect.

Can you please direct this to Michael/Information Officer as he is the one who sent this package to us. We need instructions to continue the process, ie do we proceed with incorrect spelling on the document or await corrected forms, if so, perhaps the newly amended forms/process then commences the 3 day period from the time we receive it.

Thanks, ^{s.22}

EMAILS SENT OUT BY RTB FEB 12, 2016

Hello.

I'm sorry to bother you. The RTB information line has not been answering its phones since the start of February.

It's the same case as before.

2 people living downstairs. The ^{s.22} signed the Tenancy Agreement, while ^{s.22} ^{s.22} is listed as 'an adult also living in the suite'. However I have taken rent payments directly from the mother.

Policy Guideline 13 say an occupant doesn't become a tenant 'unless all parties agree to enter into a tenancy agreement to include the new occupant as a tenant.'

I think the mother is an occupant. But, some people have told me that accepting rent payments from the mother makes her a tenant. I can not find support for that in the Act, Regulations, Policy Guidelines or Information Sheets. I have also reviewed previous decisions, without success.

If the mother has been transformed into a tenant what is the reason? What decision or act or policy justifies it? It seems strange that something could over ride the contract and such a clear policy statement.

It is my understanding that an occupant has no rights under the tenancy agreement so no standing to make a Application for Dispute Resolution.

Again, I am sorry to bother you with this, but the information line is not answering its phones.

Thank you

^{s.22}

EMAILS SENT OUT BY RTB FEB 15, 2016

Hello s.22

It seems you are unable to fax information to our evidence line of 1-604-660-2363. We have checked our systems and they are operating correctly and we have consistently been receiving faxes.

You may wish to try again today. If you have someone that is able to assist you then you may wish for them to send it in for you or alternatively go to the Service BC office in Kelowna to get them to fax it in

Service BC Office in person <http://www.servicebc.gov.bc.ca/locations/>

I hope this assists you in moving forward.

Thank you,

Sophia,
Information Officer,

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

-----Original Message-----

From: Postmaster at ServiceBC [<mailto:servicebc@gov.bc.ca>]

Sent: Thursday, February 11, 2016 10:45 AM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Fw: Questions about Government of B.C. programs and services

We are forwarding the following e-mail for your attention.

Please respond to the original sender at: s.22

Thank you.

SERVICE BC CALL CENTRE

Hours of Operation: 7:30am to 5pm, Monday through Friday, except on statutory holidays.

In Vancouver (604) 660-2421

In Victoria (250) 387-6121

Elsewhere in BC 1-(800) 663-7867 (toll free)

----- Original Message -----

From: gov.bc.ca Contact Form [<mailto:no-reply@gov.bc.ca>]

Sent: Wed, 10 Feb 2016 22:44:28 +0000

To: EnquiryBC@gov.bc.ca

Subject: Questions about Government of B.C. programs and services

>

>

> The following was submitted through gov.bc.ca's 'Contact Us'
> form, regarding questions about government of BC programs and
> services.

>

> Submission from s.22

>

> -----

> My questions is about: Questions about Government of BC programs and
> services Message: URGENT MATTER - TIME OF THE ESSENCE: We are
> attempting to fax the BC Tenancy Board/Branch and tried 9 times today
> alone with respect to submitting our Notice to End Tenancy For Cause
> (+ Proof of Service for same) along with our evidence and position
> regarding a Dispute Resolution for a hearing s.22 . We were
> told this is due s.22

> (tomorrow.) I cannot get through to fax #604.660.2363 provided by your
> representative 'Clyde' 604.660.1020 and cannot find any Fax numbers on
> the website as the website is also temporarily unavailable with a
> notice posted s.22 saying you hope to have the issues resolved. We
> s.22

> s.22

> I am trying desperately to
> get in touch with your offices and websites are down; call centres not
> picking up and no response to emails sent. I need our on-going/several
> attempts to provide this information noted on our file Dispute File
> s.22

>

> An email with the fax contents was sent to hsrto@gov.bc.ca earlier
> today; a call then placed to the tenancy board at
> 604.660.1020 at 2:28 pm where a message saying my call could not be
> taken and to call again during non high call volume times of
> Tuesday-Thursday between 9 am and 4 pm. My call was placed today
> (Tuesday, Feb. 10 at 2:38 pm).

>

> PLEASE HELP!!! s.22

> s.22

Consent: checked Date:

> s.22

>

> -----

Hi s.22

Thank you for your email. We can only provide information to the phone number from the application. The one you provided in the email does not match. I tried to reach you by phone at the number from the application but you were not there. I left a voice message with a security confirmation code. If you can reply with the confirmation code, then I can provide you with the hearing information.

Kind regards,

Jovi | Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

From: s.22

Sent: Monday s.22

To: OHCS Residential Tenancy Office OHCS:EX

Subject: s.22

Sorry to bother you but my hearing with the arbitrator is tomorrow at s.22 and I have misplaced the two pages with the info. on how to call in at the appointed time. Could you please email them to me asap. I also have a couple of questions to ask but have been unable to get through to an info. officer via telephone. Would it be possible for someone to phone me today after 3:05 pm s.22 Thank you for your help.

s.22

EMAILS SENT OUT BY RTB FEB 16, 2016

Hello ,

You can apply online and I am linking the online application for you below. Alternately you can also apply at any service BC office and I am also providing a link to the list of Service BC locations in BC

<http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/tools-and-resources/online-application>

<http://www2.gov.bc.ca/gov/content/governments/organizational-structure/ministries-organizations/ministries/technology-innovation-and-citizens-services/servicebc>

Regards,

Lisa P | Information Officer
Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

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-----Original Message-----

From: s.22

Sent: Monday, February 15, 2016 1:59 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Application for Dispute Resolution

To whom it may concern,
s.22

I have a tenant, she was fired from her job and is now 4 months behind in the rent payment, I have issued her several eviction notices, which she has ignored, not paid and is not vacating the unit.

s.22

s.22

drive s.22 to file in person. I hope that there is another office closer s.22 I can not make the
file on line or by mail. or that I can

I can pay for the application fee by a valid credit card by phone.

I called the number given on your website and the message I got said that due to the volume of calls, I
would not get an opportunity to speak to a representative today, that is why I am sending this email.

Please I need assistance with this issue as soon as possible

Hi s.22

Thank you for your email. Unfortunately I cannot tell you over email due to security protocols. I can call you, but only at the phone number that matches the application. I called it just now and it went to a voicemail that did not say your name so I did not leave a message. The phone number is different from the one you provided in your email.

If the phone number on your application is still accurate, I can call it again and leave a voicemail with the answer to your question, or I can tell it to whoever picks up the phone.

Kind regards,

Jovi | Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

From: s.22

Sent: Tuesday, February 16, 2016 9:38 AM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Has application for review been filed?

To Whom It May Concern,

I have a monetary order against s.22 I
would like to apply to Small Claims Court to enforce the order. Would you kindly advise if
s.22 - has applied for a review of the decision.

I called your office right before sending this email and was informed by the automated phone attendant that you were unable to take my call. If you are unable to respond by email, I can be reached by phone at s.22

Sincere thanks in advance for your assistance in this matter.

Regards,

s.22

Hi s.22

Thank you for your email.

A landlord can serve a tenant with a Two Month Notice to End Tenancy (PDF, 2.2MB) when the:

- Landlord plans, in good faith, to use the property

When a landlord ends a tenancy for landlord's use of property, the landlord must give the tenant the equivalent of one month's rent on or before the last day of the tenancy (the move-out date).

For your reference, I've attached the link for more information regarding the compensation - <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/landlord-notice/two-month-notice>

If you have any further questions or concerns, please visit our website at www.gov.bc.ca/landlordtenant or you can call our information line at 1-800-665-8779 between 9:00 am – 4:00 pm, Monday – Friday.

Thank you,

Tia | Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

From: s.22

Sent: Monday, February 15, 2016 5:32 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Question about the right of residents when owner sold their house

Hello

I have a question, my Landlord just sold his house and gave me 2 months notice for personal use.

I want to confirm if the last month of rent is paid by the landlord.
Or my moving fee will be covered by the landlord.

I heard this information from a friend and I also want to know what right and responsibility I have in this situation. Also what my landlord can do.

I tried to call you, but couldn't catch you.
So hope to hear back from you.

Best regards,

s.22

EMAILS SENT OUT BY RTB FEB 18, 2016

Hi s.22

One of our phone agents attempted to contact you today and indicated that there was no answer and your voicemail box was full. You may either leave your number into the automated system again or you can also ask your question through email.

And yes, you are correct, the phone system was having technical difficulties a couple of days ago but I have heard that it has been fixed now. When you leave your phone number, it should take about an hour to receive a call back (or the next day if it was near closing time), so if you waited 4 hours during the day it definitely didn't go through.

Kind regards,

Jovi | Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant

From: s.22

Sent: Tuesday, February 16, 2016 1:26 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Requesting a Call Back

Hello,

I requested a call back on the automated system almost 4 hours ago now. I suspect there may be an issue with the system?

In any event, could someone please give me a call back regarding case s.22 . I can be reached at s.22

Thanks so much for your help.

Talk soon,

s.22

Hello

Thank you for your email and yes you can certainly ask questions through email.

If you are living in the unit and paying rent it would be considered that you are in fact tenants (even if you didn't get the agreement in writing). The laws and regulations pertaining to landlords and tenants would still apply to you.

Regarding the utilities, it would go to what was originally agreed upon. If you had been paying the utilities prior to November then it may be considered that you had agreed to this and you may need to pay the portion of the bills. You are not required to pay the portion of the bills that was assigned to the other unit, meaning that you should not be responsible for paying the portion of the bills for the son's unit. Unfortunately it would most likely be the original 75% that was owing as the arrangement back in September was never documented.

Regarding your notice ending the tenancy, according to section 45 of the Residential Tenancy Act, a tenant may end their tenancy if they provide their landlord with 1 clear rental month of notice in writing (not e-mail, text or verbal notice). It is important to note that this is not simply 30 days, but truly a complete rental month. If the rent is due on the first of each month, the notice should be given before the end of the month. For example, a notice received by the landlord on or before April 30th would allow the tenancy to end on May 31st. If the notice is not received until May 1st, that day was used to serve the notice and cannot be used as part of the rental month. A notice received on May 1st would allow for an end of tenancy on June 30th.

I hope that clarifies for you,

Regards,

Tami / Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant.

þ Please consider the environment before printing this email

-----Original Message-----

From: s.22

Sent: Monday, February 15, 2016 10:46 AM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Tenancy questions

Hi there,

I tried to call today, Monday, February 15th but the call volume was extraordinary. Hopefully I can submit my questions by email.

My fiancé and myself find ourselves in a tricky situation. We were approached to rent a property back in April of last year by a colleague to be occupied by June 1, 2015. Due to the homeowner/landlord not removing her possessions in a timely manner, it fell upon us to help pack and move this woman out to ensure we weren't on the street, as we had given our notice. Due to all the drama around the move, she kept insisting to us she would provide us a rental agreement in June to be signed. As of today's date we still have not signed any documentation for this property. We were asked to pay rent in cash and receipts would be given, she gave us 3 months of receipts and then said in October that she no longer will provide them. She also refused to let us put any utilities in our name for the property, originally she would pay the bills via her credit card then forward the amounts paid to us for repayment. However since November she has refused to forward the bills to us, she has paid them all in full but only just last week forwarded us s.22 , that we are supposed to repay to her. We also were told that at the end of the summer her son who resides in the basement would be moving out, and utilities would be reduced s.22

s.22 . We were not aware of this until after move in as well, and we are not allowed to cancel the services because she wants to retain her email address. I have emails for months asking her to forward the bills amounts to us so we can be up to date and not pay them in such a way, but she ignores me. We are currently looking to move, as my fiancé told her via text that we would be moving, she is now taking this text message as our notice although no dates were given, is this a legal form of notice? She is claiming she has new tenants lined up for the end of March and we are worried that because we don't have a lease we don't have any rights. We have a child and are feeling very overwhelmed by this, as we are renters who pay their rent and bills on time, keep our property clean and tidy. We previously rented with a great landlord for over 5 years In a professional and respectful manner, and are dumbfounded at being sworn at and told to leave over asking to pay bills in a timely manner.

I will look forward to hearing back on this matter as it is causing me so much stress and anxiety.
Thank you,

s.22

Hi s.22

If you want, you can still dispute the notice.

You can submit your claim online or in person.

For information on dispute resolution please see our website here:

<http://www2.gov.bc.ca/gov/topic.page?id=14AB177975B04D4E964CDAD126A8DE4C>

For a tenant application for dispute resolution please see our website here:

<http://www.rto.gov.bc.ca/documents/RTB-12-T.pdf>.

Regards,

Clyde/ Information Officer

Residential Tenancy Branch [RTB] | Office of Housing and Construction Standards

RTB offices are now open from 9 am to 4 pm. Information and the E-Service for filing applications for dispute resolution are always available on our website at www.gov.bc.ca/landlordtenant.



Please consider the environment before printing this email

From: Is.22

Sent: Friday, February 12, 2016 1:34 PM

To: OHCS Residential Tenancy Office OHCS:EX

Subject: Please help

I have been waiting days for a call back from the office.

I was given an eviction and now I do not think my landlord is proceeding in compliance with the legislation. One man owns the house but there is another involved including the realtor.

Landlord bought property Dec. 1 to flip for a profit. He subdivided and then sold just the house to someone (the deal has not closed yet).

Landlord gave me the 2 month notice on the correct RTB form . The landlord ticked the box for renovations. He also sold the house.

Now he is saying the notice is because the new owner wants the place empty but he is hoping to win a bid to do the renovations.

I am past the 15 days to object.

I am asking..... Is it not illegal for the new owner to say he is moving in when instead he is going to renovate to make more money for rent?

I thought there was a law against that.

I am past the 15 days to object.

Please help,s.22
me so much stress since Dec1.

This has also caused