



islandcommunity
services

Information for Tenants

The Rights and Responsibilities of
Tenants and Landlords

All Landlords are governed by The Residential Tenancy Act, as well as procedures outlined by the RTB. Please read the following information with the understanding that your complaint regarding the conduct and disturbance of your neighbor will only be considered actionable if in the opinion of the Landlord, it meets certain criteria of the RTA under Section 28.

Section 28 (b), states “freedom from unreasonable disturbance”. So what is unreasonable? Does your complaint justify a response from the landlord, as well as the offending tenant? Would a letter from the landlord to the offending tenant actually alter their behavior, and therefore should the landlord contact the tenant regarding your complaint when in the opinion of the landlord the specific behavior of the offending tenant will not change, nor does it reach the threshold in the opinion of the landlord whereby the landlord can or should take the appropriate action?

To take this further; what would constitute your quiet enjoyment being affected to the point that the offending tenant is evicted based on continued offending behavior. As per Section 47 (1) (d)(i) (e)(ii) and should the matter be challenged at a potential arbitration hearing, the arbitrator then decides if your, and possibly other residents’ quiet enjoyment has been affected to the point that an eviction is upheld after reviewing all written complaints, whereby names, dates and descriptions of the offending activity is detailed. Are you prepared to have your complaints made available to the tenant being evicted as well as their witnesses?

Protection of tenant's right to quiet enjoyment

28 A tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;*
- (b) freedom from unreasonable disturbance;*
- (c) exclusive possession of the rental unit subject only to the landlord's right to enter the rental unit in accordance with section 29 [landlord's right to enter rental unit restricted];*
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.*

Landlord's notice: cause

47 (1) *A landlord may end a tenancy by giving notice to end the tenancy if one or more of the following applies:*

- (a) the tenant does not pay the security deposit or pet damage deposit within 30 days of the date it is required to be paid under the tenancy agreement;*
- (b) the tenant is repeatedly late paying rent;*
- (c) there are an unreasonable number of occupants in a rental unit;*

(d)the tenant or a person permitted on the residential property by the tenant has

(i)significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property,

(ii)seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant, or

(iii)put the landlord's property at significant risk;

(e)the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that

(i)has caused or is likely to cause damage to the landlord's property,

(ii)has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or

(iii)has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord;

(f)the tenant or a person permitted on the residential property by the tenant has caused extraordinary damage to a rental unit or residential property;

(g)the tenant does not repair damage to the rental unit or other residential property, as required under section 32 (3) [obligations to repair and maintain], within a reasonable time;

(h)the tenant

(i)has failed to comply with a material term, and

(ii)has not corrected the situation within a reasonable time after the landlord gives written notice to do so;

(i)the tenant purports to assign the tenancy agreement or sublet the rental unit without first obtaining the landlord's written consent as required by section 34 [assignment and subletting];

(j)the tenant knowingly gives false information about the residential property to a prospective tenant or purchaser viewing the residential property;

(k)the rental unit must be vacated to comply with an order of a federal, British Columbia, regional or municipal government authority;

(l)the tenant has not complied with an order of the director within 30 days of the later of the following dates:

(i)the date the tenant receives the order;

(ii)the date specified in the order for the tenant to comply with the order.

Living in a multifamily setting is at times challenging. Island Community Services is able to provide maintenance services and other typical landlord services related to your residence. Island Community Services is not able to ensure that all relationships are harmonious, nor is it our role to act as mediator. It would be impossible to assume that Island Community Services could curb certain behaviours of all tenants 24/7, especially as there is no onsite management in our residential properties.

If after reading the various sections of the RTA you think there is a definite breach of a material term of a tenancy agreement, as it relates to Section 28 of the RTA, as well as Section 47, and Island Community Services concurs with that assessment, we will take the matter seriously and act accordingly.

Island Community Services

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