

CHAPTER 45

Landlord and Tenant Act

[Assented to 20th June, 1974.]

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:

**Inter-
pretation.**

1. In this Act, unless the context otherwise requires

- "caretakers premises" means residential premises used for residential purposes by a person employed as a caretaker, janitor, manager, or superintendent in respect of the residential building in which the residential premises are situated;
- "court" means a court having jurisdiction to hear a matter arising under a tenancy agreement or this Act, or in respect of residential premises, landlords, or tenants;
- "minister" means that member of the Executive Council charged by order of the Lieutenant-Governor in Council with the administration of this Act;
- "mobile home" means a dwelling unit that is designed to be mobile and to be used, and that is being used, as a permanent or temporary residence;
- "regulations" means regulations made by the Lieutenant-Governor in Council under this Act;
- "rentalsman" means the person appointed as rentalsman under section 49, and includes, subject to such territorial restrictions as the rentalsman may specify, a deputy rentalsman appointed under that section;
- "residential building" means a building in which, and includes land on which, residential premises are situated;
- "residential premises" means a dwelling unit used for residential purposes, and includes, without limiting the generality of the foregoing,
- (i) a mobile home;
 - (ii) subject to section 23 (2) (1), caretakers premises; and
 - (iii) land rented as space for and upon which a tenant, pursuant to a tenancy agreement, is entitled to bring a mobile home, but does not include premises occupied for business purposes with a dwelling unit attached under a single lease;
- "security deposit" means money or property advanced or deposited, or any right given, by or on behalf of a tenant or prospective tenant to be held or enforced by or on behalf of a landlord
- (i) for the purpose of securing the performance by a tenant or prospective tenant of any obligation under this Act or a tenancy agreement or in respect of residential premises; or
 - (ii) for the purpose of securing the payment by a tenant or prospective tenant of a liability or probable liability to a landlord; or

- (iii) to be returned to a tenant or prospective tenant, or in respect of which the tenant or prospective tenant is to be released, upon the happening of an event,

and includes, without restricting the generality of the foregoing, a negotiable instrument that is made negotiable more than thirty days from the date it is given, an advance payment of more than one month's rent, a deposit in respect of damage or rent for which a tenant is, or may be made to be, responsible, an agreement entitling a right to be enforced if a tenant terminates a tenancy agreement or goes out of possession of residential premises other than in accordance with this Act or a tenancy agreement, a deposit that is not refundable, and a requirement to pay a rental payment that is substantially greater than other rental payments required under a tenancy agreement;

"tenancy agreement" means an agreement, whether written or oral, express or implied, between a landlord and tenant respecting possession of residential premises.

**Division
of Act.**

2. This Act is divided into nine parts, relating to the following subjects:

PART	SUBJECT	SECTION
I.—	General	3-7
II.—	Contractual nature of tenancy agreement	8-13
III.—	Termination of tenancy agreement	14-23
IV.—	Rental rates and increases	24-29
V.—	Statutory duties and prohibitions	30-36
VI.—	Security deposits	37-44
VII.—	Abandonment of residential premises and chattels ..	45-48
VIII.—	Rentalsman and courts	49-57
IX.—	Miscellaneous and transitional	58-65

PART I

GENERAL

**Applica-
tion of
Act.**

3. (1) Notwithstanding any other Act and notwithstanding any agreement to the contrary, but subject to subsection (2), this Act applies to
- (a) residential premises and tenancies of residential premises;
 - (b) tenancy agreements entered into or renewed before, and valid and subsisting on, the date this Act comes into force; and
 - (c) tenancy agreements entered into after the date this Act comes into force.
- (2) This Act does not apply to
- (a) an occupation of land or residential premises that, at common law, would be considered to be a licence to occupy land; or

- (b) residential premises in respect of which a non profit co-operative, as determined under the regulations, is the landlord, and a member of the co-operative is the tenant.
- (3) This Act binds the Crown and its agencies.

**Tenant
for life.**

4. A person having rent in arrears or due upon a lease or demise for life or lives may recover the arrears or rent by action as if the rent were due and reserved upon a lease for years.

**Application
of
Commercial
Tenancies
Act.**

5. Unless inconsistent with this Act, sections 12, 13, 14, and 33 of the *Commercial Tenancies Act* apply, with the necessary changes and so far as they are applicable, to residential tenancies and tenancy agreements under this Act.

**Service
of notices.**

6. (1) Except as otherwise provided in this Act, a notice, process, or document required or permitted to be given may be given

- (a) to a landlord by delivering it personally to him or his agent, or by sending it by ordinary mail addressed to the name and address posted up under section 7; and
- (b) to a tenant by delivering it personally to him, or, where circumstances so permit, in accordance with subsection (2).

(2) Where a notice, process, or document cannot be given personally to a tenant because he is absent from the premises in which he resides or is evading service, the notice, process, or document may be given to the tenant by

- (a) sending it by registered or certified mail to the tenant at the address where he resides; or
- (b) giving it to an adult person who apparently resides with the tenant; or
- (c) posting it up in a conspicuous place upon some part of the premises where the tenant resides.

(3) Where a notice, process, or document is given by mail or by posting it up, the notice, process, or document shall be deemed to have been given on the third day after the date of mailing or posting up.

(4) Notwithstanding sections (1) and (2), a court, in respect of any matter before it, or the rentalsman, in respect of any matter before him, may order that a notice, process or document be given in such manner as may be considered necessary.

**Landlord
to post
notice.**

7. (1) Where a landlord rents more than one residential premises in a residential building and retains possession of part of the residential building for the use and enjoyment of all tenants, the landlord shall post up and maintain posted, in a conspicuous location in the residential building,

- (a) unless the rentalsman approves the contents and posting up of a summary of this Act, a copy of this Act; and

(b) the legal name of the landlord and his address for service.

(2) Notwithstanding any other Act, a tenant may take proceedings under this Act against a landlord using the name posted up under subsection (1), and no such proceedings shall be prejudiced by reason only that the name of the landlord is not the name posted, and a court, in respect of any matter before it, or the rentalsman, in respect of any matter before him, shall make such order as may be required in order that the proceedings may be continued against the landlord.

(3) Every landlord shall post up and maintain posted, in such locations as the rentalsman may direct, a notice containing such information, respecting the residential premises and tenancy agreements relating to the residential premises, as the Lieutenant-Governor in Council may prescribe.

PART II

CONTRACTUAL NATURE OF TENANCY AGREEMENT

Implied
terms of
agreement

8. The statutory duties and prohibitions under sections 30 to 36 shall be deemed to be implied terms of every tenancy agreement.

Applica-
tion of
certain
common law
principles.

9. (1) Notwithstanding any other Act, the common law, or any agreement to the contrary, no landlord shall distrain for default in the payment of rent.

(2) The doctrine of *interesse termini* is abolished.

(3) Notwithstanding that a tenant does not take possession of residential premises, rights under a tenancy agreement are capable of taking effect at law or in equity from the date specified in the tenancy agreement to be the commencement of the term of the tenancy agreement.

(4) The *Frustrated Contracts Act* and the doctrine of frustration of contract applies to tenancy agreements.

(5) The doctrine of surrender by implication of law is abolished.

(6) Where a landlord or tenant becomes liable to the other for damages as a result of a breach of the tenancy agreement or this Act, the landlord or tenant who becomes entitled to claim damages has a duty to mitigate his damages.

(7) Without limiting the generality of subsection (6), where a tenant terminates a tenancy agreement, or vacates or abandons residential premises, other than in accordance with this Act and the tenancy agreement, the landlord has a duty to re-rent the residential premises at a reasonably economic rent.

Covenants

10. (1) Subject to subsections (2) and (3), and subject to any other provision of this Act to the contrary, the common law rules respecting the effect of the breach of a material covenant by one party to a contract on the obligation to perform by the other party apply to a tenancy agreement.

(2) No tenant shall refuse to pay rent by reason only of a breach by a landlord of a material covenant in a tenancy agreement.

(3) Where a landlord or a tenant breaches a condition or material covenant in a tenancy agreement, the other person, except where the breach is by a tenant and the rentalsman would not be entitled in an application under section 23 (2) to set aside a notice of termination, may treat the tenancy agreement as terminated.

(4) Every covenant, whether or not it is a material covenant, and every condition respecting residential premises contained in a tenancy agreement, is enforceable by or against any person in possession of, and any person having an interest in a reversion of, the residential premises.

(5) Subsection (4) does not affect the rights or liabilities of persons between whom, at common law, there is privity of contract or privity of estate.

**Rules and
regulations.**

11. (1) A written tenancy agreement may contain and specify reasonable obligations and restrictions upon a tenant respecting the tenant's use, occupation, and maintenance of residential premises ordinarily occupied by him, and of such services, facilities, and premises appurtenant thereto as are ordinarily used or enjoyed by him.

(2) For the purposes of subsection (1), an obligation or restriction is *prima facie* reasonable where it is

- (a) applicable to, and is intended to promote a fair distribution of services and facilities to, and the convenience, safety, and welfare of, every tenant in the residential building or intended to protect the landlord's property from abusive use;
- (b) reasonably related to the purpose for which it is intended; and
- (c) sufficiently explicit in its prohibition, direction, or limitation of the tenant's conduct to inform him of what he must or must not do in order to comply with it.

(3) An obligation or restriction that is not reasonable under subsection (2) is not enforceable.

**Conflicts
with other
Acts.**

12. (1) Section 4 of the *Lord's Day Act* (Canada) does not apply to a tenancy agreement.

(2) Where a provision of this Act conflicts with a provision of the *Statute of Frauds* or the *Land Registry Act*, the provision of the *Statute of Frauds* or the *Land Registry Act* applies.

**Services
not provided
for.**

13. Notwithstanding any agreement to the contrary, it is an implied covenant of every tenancy agreement that, where a landlord provides to a tenant a service that

- (a) is reasonably related to the tenant's continued use and enjoyment of the residential premises; and
- (b) the landlord is not obligated to provide under the tenancy agreement,

the landlord shall not discontinue providing such service to that tenant.

PART III

TERMINATION OF TENANCY AGREEMENT

Termination
notice
generally.

14. (1) No tenancy shall be deemed to be terminated unless
- (a) the landlord or tenant terminating the tenancy gives to the other person notice of termination in accordance with this Part; or
 - (b) the residential premises are abandoned by the tenant under section 45.

(2) Whether or not an application is made under section 23 (2), the rentalsman may, upon application and after such investigation and hearing as he considers necessary, make an order respecting a right, under this Act or a tenancy agreement, to possess or occupy residential premises.

(3) An order of the rentalsman respecting a right, under this Act or a tenancy agreement, to possess or occupy residential premises may be filed with the Supreme Court, or with the County Court of the county in which the residential premises are situated, and, thereupon, the order has the same force and effect, and all proceedings may be taken thereon, as if it were an order of the appropriate court.

Form of
notice
of termination.

15. (1) A notice of termination of a tenancy must
- (a) be in writing and signed by the landlord or tenant giving the notice of termination;
 - (b) specify the date on which the tenancy is to terminate;
 - (c) identify the residential premises in respect of which the tenancy is to terminate; and
 - (d) where a notice of termination is given by a landlord,
 - (i) specify the right of the tenant under section 21 to request the landlord to provide written reasons and particulars respecting the termination of the tenancy; and
 - (ii) specify the right of the tenant under section 23 to dispute the termination and the time limitation under that section, in respect of an application to the rentalsman for a review of the notice of termination and the reasons and particulars respecting the termination.

(2) Subject to subsection (1), a notice of termination need not be in a particular form, but may be in the form of the notice of termination prescribed in the regulations.

Time limita-
tions for
notice.

16. (1) A notice of termination of a weekly tenancy shall be
- (a) given not less than twenty-eight days before the date the termination is specified to be effective; and
 - (b) specified to be effective on the last day of a week of the tenancy.

- (2) A notice of termination of a monthly tenancy agreement must be
 - (a) given not less than thirty days before the date the termination is specified to be effective; and
 - (b) specified to be effective on the last day of a month of the tenancy.
- (3) A notice of termination of a yearly tenancy agreement must be
 - (a) given not less than sixty days before the date the termination is specified to be effective; and
 - (b) specified to be effective on the last day of a year of the tenancy.
- (4) For the purposes of subsections (1), (2), and (3), "week of the tenancy", "month of the tenancy", and "year of the tenancy" mean the weekly, monthly, or yearly period, as the case may be, upon which the tenancy agreement is based and not necessarily a calendar week, month, or year, and, unless a landlord and tenant otherwise specifically agree, the week, month, or year shall be deemed to commence on the day, or on the weekly, monthly, or yearly anniversary, as the case may be, of the day, upon which the tenant first became entitled to possession of the residential premises.

Sixty days' notice required.

17. Notwithstanding section 16, where a landlord bona fide requires residential premises for the purpose of occupation by himself, his spouse, or a child or parent of his or his spouse, the period of notice of termination required to be given to a tenant is sixty days.

Early termination.

18. (1) A landlord may give to a tenant, not less than seven days, and not more than twenty days, from the date the tenant fails to pay rent in accordance with a tenancy agreement, a notice demanding payment of the rent.

(2) A notice demanding payment of rent under subsection (1) shall be in the form prescribed by the regulations.

(3) Where

- (a) a tenant is given a notice demanding payment of rent under subsection (1); and
- (b) the tenant does not pay, in accordance with the notice and within five days of the date he is given the notice, the rent demanded, the landlord, notwithstanding section 16, may give to the tenant a notice of termination in the form prescribed in the regulations terminating the tenancy effective
 - (c) on the last day of the rental period in respect of which the rent demanded is not paid; or
 - (d) where the tenancy is a weekly tenancy, on the tenth day after the date notice is given under subsection (1).

Early
termina-
tion with
consent.

19. (1) Where the rentalsman, upon application by a landlord in the form and manner prescribed in the regulations, and after such investigation and hearing as the rentalsman considers necessary, is of the opinion that the landlord is justified, under this Part, in terminating a tenancy by reason that the tenant's conduct is such that

(a) the quiet enjoyment or safety of neighbouring tenants is impaired to such extent that it would be inequitable to them to allow such conduct to continue; or

(b) the tenant is causing extraordinary damage,
the rentalsman may, in writing, consent to the landlord giving to the tenant notice of termination of the tenancy.

(2) Where the rentalsman consents to a landlord giving to a tenant notice of termination under subsection (1), the landlord shall, notwithstanding sections 15 and 16, give notice of termination in such form and manner, and subject to such terms and conditions, including the period of notice and the effective date of termination, as the rentalsman may direct.

Demolition
or conversion
into strata
lot, co-opera-
tive, or long
term lease.

20. (1) Notwithstanding section 16, where a landlord requires residential premises for the purposes of

(a) demolition; or

(b) converting them into a strata lot under the *Strata Titles Act*; or

(c) converting them into a unit in a co-operative corporation as defined in the *Real Estate Act*; or

(d) entering into a tenancy agreement for a term exceeding three years,

the landlord shall give not less than one hundred and twenty days' notice of termination of the existing tenancy agreement.

(2) Where a tenant is given a notice of termination under subsection (1), he may, at any time during the period of one hundred and twenty days referred to in that subsection, and notwithstanding section 16, terminate the tenancy agreement by

(a) giving to the landlord, not less than ten days before the date the termination is specified to be effective, notice of termination specifying an earlier date of termination of the tenancy; and

(b) paying to the landlord, on the date he gives the notice of termination under clause (a), the proportionate amount of rent due up to the date the earlier termination is specified to be effective.

(3) Where a tenancy is terminated by the landlord or the tenant under this section, the landlord shall pay to the tenant, forthwith upon receipt of the statement of account of the tenant's mover, the amount of the tenant's moving expenses, or the amount of three hundred dollars, whichever is the lesser amount.

(4) No landlord shall enter into a tenancy agreement for a term exceeding three years unless he first obtains the approval of,

(a) where the residential premises are situated in a municipality, the municipal council; or

(b) where the residential premises are not situated in a municipality, the regional board of the regional district, in which the residential premises are situated.

**Landlord
to give
reasons.**

21. (1) Where a landlord gives to a tenant, other than under section 19, a notice of termination of a tenancy agreement, the tenant may, not later than the date the termination is specified to be effective, give to the landlord a notice demanding written reasons and particulars respecting the termination of the tenancy agreement.

(2) The landlord shall give to the tenant, not later than two days from the date the landlord is given a notice under subsection (1), written reasons and particulars respecting the termination of the tenancy agreement.

**Renewal of
tenancy
agreement.**

22. (1) Subject to subsection (2), upon the expiration of a tenancy agreement for a specified term, the landlord and tenant shall be deemed to have renewed the tenancy agreement as a monthly tenancy agreement upon the same terms and conditions, subject to subsection (3), as are provided for in the expired tenancy agreement.

(2) Subsection (1) does not apply where

- (a) the landlord and tenant enter into a new tenancy agreement before the expiration of the term specified in the old tenancy agreement; and
- (b) the landlord or tenant gives to the other person, not less than thirty days' notice of termination specifying a termination date that is the same as the expiration date specified in the tenancy agreement.

(3) Where a tenancy is deemed to be renewed as a monthly tenancy under subsection (1) and the landlord is entitled, under Part IV, to increase the rent payable in respect of the renewed monthly tenancy agreement, the landlord may increase, subject to Part IV, the rent payable in respect of the renewed monthly tenancy agreement.

**Review of
termination
by rentals-
man.**

23. (1) Where a tenant is given a notice of termination other than under section 19, he may give to the rentalsman, not less than fifteen days before the termination date specified in the notice of termination, a notice of dispute in the form and manner prescribed in the regulations.

(2) Upon receipt of a notice of dispute under subsection (1), and after such investigation and hearing as the rentalsman considers necessary, the rentalsman shall set aside the notice of termination unless he is of the opinion that

- (a) the notice of termination was given in respect of unpaid rent in accordance with section 18; or
- (b) the tenant failed to comply with an order of a court respecting his occupation of the residential premises; or
- (c) the conduct of the tenant, or a person permitted in the residential premises by him, is such that the quiet enjoyment of other tenants in the residential building is disturbed; or

- (d) occupancy by the tenant is resulting in, or has resulted in, the residential premises being damaged to an extent that exceeds reasonable wear and tear; or
- (e) the landlord bona fide requires the residential premises for the purpose of occupation by himself, his spouse, or a child or parent of his or of his spouse, and the notice of termination was given in accordance with section 17; or
- (f) the landlord intends to demolish the residential premises, convert them into a strata lot or unit in a co-operative corporation, or enter into a tenancy agreement for a term exceeding three years, and the landlord has complied with section 20 and has obtained the approval required under section 20 (4); or
- (g) the tenant fails to give, within thirty days from the date he enters into a tenancy agreement, a security deposit required to be made under the tenancy agreement; or
- (h) the tenant knowingly misrepresents the residential premises to a prospective tenant or purchaser of the residential premises; or
- (i) the tenancy agreement
 - (i) is, in respect of residential premises, in a hotel, motel, or other similar transient or recreational premises; and
 - (ii) clearly specifies that the term of the tenancy agreement is an "off season period", and the date upon which the period expires; or
- (j) the residential premises were not, at the time the tenancy agreement was entered into, ordinarily occupied by a person under the age of nineteen, and were, after that time, ordinarily occupied by a greater number of persons under the age of nineteen than permitted by an express limitation in the tenancy agreement; or
- (k) the safety or other bona fide and lawful right or interest of the landlord or other tenant in the residential building is or has been seriously impaired by an act or omission of the tenant or a person permitted in the residential premises by him; or
- (l) the notice of termination was given in respect of caretakers premises; or
- (m) the tenant was an employee of an employer who provided the tenant with residential premises during his employment, and his employment has terminated; or
- (n) the number of persons permanently occupying the residential premises is unreasonable.

(3) Where the rentalsman sets aside a notice of termination under subsection (2), the notice of termination is void and unenforceable.

(+) Notwithstanding subsection (1), where a tenant is given a notice of termination under section 18 (3), the rentalsman may permit the tenant to give a notice of dispute under subsection (1) at any time before the termination date specified in the notice of termination.

PART IV

RENTAL RATES AND INCREASES

No acceleration provisions.

24. (1) Notwithstanding any other Act and notwithstanding any agreement to the contrary, no tenancy agreement shall provide that, by reason of default in payment of rent due, or in observance of an obligation of a tenant under a tenancy agreement, all or any part of the rent remaining for the term of the tenancy agreement becomes due and payable.

(2) A provision of a tenancy agreement that contravenes subsection (1) is void and unenforceable.

Rent increases.

25. (1) Notwithstanding a change of tenant or landlord, no increase in rent for residential premises shall be collected until twelve months have expired following the date, whether it is before or after the date this subsection comes into force, of the establishment or last increase of the rent.

(2) No landlord shall increase the rent for residential premises unless he gives to the tenant, not less than three months before the date the rent increase is to be effective, written notice of the rent increase.

(3) Where rent is increased other than in accordance with subsections (1) and (2), the increase is void and unenforceable.

Hidden rent increases.

26. (1) Unless the rentalsman otherwise orders, where a landlord

(a) makes a charge in respect of a service or facility used or enjoyed, before the date the charge becomes effective, by a tenant at a lesser or no charge; or

(b) discontinues a service or facility, and such discontinuance results in a substantial reduction of a tenant's use and enjoyment of residential premises or the service or facility,

such charge, or the value of such discontinued service or facility, shall be deemed to be a rent increase for the purposes of section 25.

(2) The rentalsman may order, upon application in the form and manner prescribed in the regulations, and after such investigation and hearing as he considers necessary, that a charge or discontinuance under subsection (1) is not, subject to such terms and conditions as the rentalsman may specify in the order, a rent increase for the purposes of section 25.

(3) Nothing in subsections (1) and (2) affects the right of a tenant to bring an action against a landlord for breach of contract.

Exception
for addi-
tional
occupants.

27. (1) Notwithstanding sections 24 and 25, where a landlord and tenant agree, at the time

- (a) a tenancy agreement is entered into; or
- (b) a rental increase is made in accordance with section 25,

that the landlord may make a charge in respect of one or more additional persons who might permanently occupy the residential premises after the time the agreement is made, the landlord may make the charge in accordance with the agreement.

(2) The rentalsman shall determine, upon application in the form and manner prescribed in the regulations, and after such investigation and hearing as he considers appropriate, whether or not a person is permanently occupying residential premises for the purposes of subsection (1).

Rent review
by rentals-
man.

28. (1) This section does not apply

- (a) to residential premises situated in a residential building that is occupied by the landlord for his residential purposes and that contains less than three residential premises;
- (b) to residential premises in respect of which the rent payable, on the date one year preceding the date an application is made under this section, was more than five hundred dollars per month, or was more than such amount greater than five hundred dollars as may be prescribed in the regulations;
- (c) during the term of the agreement, to residential premises owned by a landlord who has entered into an agreement with the rentalsman to regulate rents payable by tenants during a period of not less than five years; and
- (d) to such residential premises, or such classes of residential premises, as may from time to time be designated in the regulations.

(2) The Lieutenant-Governor in Council may, upon the recommendation of the rentalsman, from time to time prescribe an allowable rent increase in respect of residential premises and different classes of residential premises, and may prescribe different allowable rent increases in respect of different parts of the Province.

(3) Subject to subsection (1), where a tenant receives a notice of a rent increase greater than the allowable rent increase, the tenant may, not more than thirty days after the date he receives notice of the increase, give to the rentalsman and the landlord a notice requiring the landlord to apply to the rentalsman for approval of the rent increase.

(4) The landlord shall, not more than thirty days after the date he receives a notice from a tenant under subsection (1),

- (a) reduce the rent increase to the amount of the allowable rent increase prescribed under subsection (2), and give the tenant and the rentalsman notice of the reduction; or
- (b) apply, in the form and manner prescribed in the regulations, to the rentalsman for approval of the portion of the rent increase that exceeds the amount of the allowable rent increase.

(5) Upon application under subsection (4) (b), the rentalsman, after such investigation and hearing as he considers necessary, may,

- (a) where the rentalsman is satisfied that the landlord's reasonable operating expenses and capital expenses justify the amount of the rent increase, approve the full amount of the rent increase; or
- (b) order that the landlord reduce the amount of the rent increase to the amount of the allowable rent increase prescribed under subsection (2), or to such amount, not less than the amount of the allowable rent increase prescribed under subsection (2), as the rentalsman may specify in the order.

(6) For the purposes of subsection (5), the rentalsman may, in accordance with the regulations, determine whether or not an operating expense or capital expense is reasonable.

(7) Where a landlord receives a notice requiring him to apply to the rentalsman for approval of a rent increase, the amount of the rent increase is void and unenforceable if it is not made in accordance with subsection (4) (a) or an order of the rentalsman under subsection (5).

Rent review
by municipi-
palities.

29. (1) The Lieutenant-Governor in Council, upon application by the council of a municipality other than a regional district, may authorize the municipal council to pass a by-law

- (a) exempting residential premises situated within the municipality from section 28; or
- (b) establishing a municipal rent review bureau and giving to it, subject to such terms and conditions as the Lieutenant-Governor in Council may specify, the powers of the rentalsman under section 28.

(2) Where a council passes a by-law under subsection (1) (a), section 28 does not apply to residential premises situated within the municipality.

(3) Where a council passes a by-law under subsection (1) (b), section 28 applies to rent increases in respect of residential premises situated within the municipality; and a reference in section 28 to the rentalsman shall be deemed to be a reference to the municipal rent review bureau.

PART V

STATUTORY DUTIES AND PROHIBITIONS

Duty to
repair.

30. (1) A landlord shall provide and maintain residential premises and residential buildings in such a state of decoration and repair as

- (a) to comply with health and safety standards, including housing standards, required by law; and
- (b) having regard to the age, character, and locality of the residential building, would make it reasonably suitable for occupation by a reasonable tenant who would be willing to rent it.

(2) A landlord's duty under subsection (1) applies notwithstanding that a tenant had knowledge of a breach by the landlord of subsection (1) at the time the landlord and tenant entered into the tenancy agreement.

(3) Subsection (1) does not apply to that part of residential premises owned by a tenant.

(4) A tenant shall

- (a) maintain ordinary health, cleanliness, and sanitary standards throughout residential premises in respect of which he has entered into a tenancy agreement; and
- (b) repair damage caused to residential premises in respect of which he has entered into a tenancy agreement, by his wilful or negligent act or omission, or that of a person permitted on the premises by him.

**Essential
services.**

31. (1) Where

- (a) a landlord is obliged, under a tenancy agreement or section 13, to provide services in respect of heat, water, electric power, gas, garbage collection, sewers, or elevators; and
- (b) the landlord fails to provide a service he is obliged to provide; or
- (c) the rentalsman is of the opinion that the landlord may fail to provide a service he is obliged to provide by reason that he fails to pay, or could reasonably be expected to fail to pay, a person who provides or sells the service,

the rentalsman, upon application by a tenant and after such investigation and hearing as he considers necessary, shall order the tenant to pay to the rentalsman all or part of any instalment of rent that would otherwise be paid to the landlord.

(2) Where the rentalsman makes an order under subsection (1),

- (a) a tenant who pays rent in accordance with the order shall not, to the extent of the amount so paid, be in default of payment of rent under the tenancy agreement; and
- (b) the rentalsman may pay, from the amount paid to him under the order, such amount as the rentalsman considers necessary for the purpose of providing a service that the landlord is obliged to provide.

(3) Where the amount paid to the rentalsman under subsection (1) exceeds the amount paid by the rentalsman under subsection (2), he shall pay the excess to the landlord.

(4) Nothing in subsections (1) and (2) affects the right of a tenant to bring an action against a landlord for breach of contract.

**Locks and
access.**

32. (1) Subject to subsection (2), no landlord or tenant shall, except by mutual consent, alter or cause to be altered, the locking system on a door that provides access to residential premises.

(2) Where there is a reasonable threat to security, a landlord, in an emergency, may alter the locking system on a door, other than a door that provides direct access to residential premises, that provides access to a residential building.

(3) No landlord shall impose restrictions respecting access to a residential building

- (a) by candidates, or their authorized representatives, who are seeking election to a Federal, Provincial, municipal, or school board office and who are canvassing electors, or distributing or causing to be distributed election material; or
- (b) by persons who are invited by a tenant of the residential premises.

Landlord's
right of
entry.

33. (1) Subject to subsections (2) and (3), except where

- (a) an emergency exists; or
- (b) a tenant consents at the time of entry; or
- (c) a tenant abandons the premises in accordance with section 45,

no landlord shall exercise a right to enter residential premises that a tenant has a right to occupy under a valid and subsisting tenancy agreement, unless the landlord gives written notice of entry to the tenant not less than twenty-four hours before the time of entry.

(2) Where a landlord is entitled to show residential premises to prospective purchasers or tenants after notice of termination of a tenancy is given, no landlord shall enter, or permit purchasers or tenants to enter, the residential premises unless

- (a) the landlord gives notice of entry to the tenant not less than eight hours before the time of entry; or
 - (b) the tenant consents, at the time notice of termination is given, to the landlord entering the residential premises upon giving no notice, or upon giving such shorter notice than eight hours as the tenant may specify in his consent.
- (3) Where a landlord gives to a tenant
- (a) notice of termination of a tenancy; and
 - (b) not more than forty-eight hours after the time notice of termination is given, notice of entry, for the purpose of inspecting the residential premises for damage,

he may, upon giving such notice of entry to the tenant not less than eight hours before the time of entry, unless the tenant consents to no notice, or such shorter notice than eight hours as he may specify in his consent, enter the residential premises for that purpose during the thirty-six hours following the time notice is given under clause (b).

(4) A notice of entry shall specify the hour during which the landlord intends to enter residential premises, and such hour must, unless the tenant otherwise consents, be between eight in the forenoon and nine in the afternoon.

(5) No landlord shall enter residential premises more than once under subsection (3).

**Order to
repair.**

34. (1) Where the rentalsman, upon application by a tenant in the form and manner prescribed in the regulations, and after such investigation and hearing as the rentalsman considers necessary, is of the opinion that a landlord is contravening section 30 (1), the rentalsman may order the tenant to pay to the rentalsman all or part of any instalment of rent that would otherwise be paid to the landlord.

(2) Where the rentalsman makes an order under subsection (1),

- (a) a tenant who pays rent in accordance with the order shall not, to the extent of the amount so paid, be in default of payment of rent under the tenancy agreement; and
- (b) the rentalsman may pay, from the amount paid to him under the order, such amount as the rentalsman considers necessary for the purpose of repairing or maintaining the residential premises in such a state of decoration and repair as to comply with section 30 (1).

(3) Where the amount paid to the rentalsman under subsection (1) exceeds the amount paid by the rentalsman under subsection (2), he shall pay the excess to the landlord.

(4) Nothing in subsections (1) and (2) affects the right of a tenant to bring an action against a landlord for breach of contract.

**Right to
assign or
sublet.**

35. (1) Subject to subsection (2), where a tenancy agreement is for a term of six months or more, the tenant may assign or sublet with the consent of the landlord.

(2) No landlord shall arbitrarily or unreasonably withhold consent in respect of an assignment or subletting under subsection (1).

(3) No tenant shall assign or sublet a tenancy agreement that is not for a specified term unless the landlord consents to such assignment or subletting

- (a) at the time of the assignment or subletting; or
- (b) in the tenancy agreement.

(4) Notwithstanding subsections (1) and (2), no tenant who, in accordance with the regulations, is renting public housing or receiving a rent subsidy, shall assign or sublet a tenancy agreement unless the landlord consents to the assigning or subletting at the time of the assigning or subletting.

**Copy of
tenancy
agreement.**

36. (1) Where a written tenancy agreement is entered into after the date this section comes into force, the landlord shall give to the tenant, not more than twenty-one days after the tenancy agreement is entered into, a copy of the tenancy agreement.

(2) Where a copy of the tenancy agreement is not given to a tenant in accordance with subsection (1), the obligations of the tenant under the tenancy agreement, including his obligation to pay rent, cease until a copy is delivered to him.

PART VI

SECURITY DEPOSITS

Authorized
security
deposits.

37. (1) No landlord and no person on behalf of a landlord shall, except in accordance with this section, require a tenant or prospective tenant, or a person on behalf of a tenant or prospective tenant, to give a security deposit.

(2) A landlord may require, at the date a tenancy agreement is entered into, that a tenant give a security deposit by paying to the rentalsman an amount not exceeding the equivalent of one month's rent payable under the tenancy agreement.

(3) Notwithstanding the number of occupants of residential premises, no landlord shall require more than one security deposit under subsection (2) in respect of the residential premises.

Interest
from fund.

38. (1) Subject to subsection (2) and the claim by a landlord made in accordance with this Act, the rentalsman shall hold a security deposit in trust for the tenant who paid the security deposit.

(2) All security deposits made to the rentalsman shall be paid into and form one fund, and the rentalsman shall invest the fund in securities in which a trustee is authorized, under the *Trustee Act*, to invest trust funds.

(3) The rentalsman shall pay the interest or income received by him in respect of the fund or any investment under subsection (2) to the Minister of Finance who shall hold the moneys in the Consolidated Revenue Fund for the purposes of the *Renters Resource Grant Act* in addition to any other moneys appropriated under that Act.

Deposits
may be
transferred.

39. (1) Where residential premises in respect of which a tenant has made a security deposit are sold, the rentalsman shall, upon application made by the new landlord, and with the consent of the former landlord, transfer the rights of the former landlord under this Part in respect of the security deposit to the new landlord.

(2) Where a tenant terminates a tenancy agreement in respect of which he made a security deposit, and enters into another tenancy agreement in respect of which a new landlord requires the tenant to make a security deposit, the rentalsman shall, upon application by the tenant, and with the consent of the former landlord, transfer the rights of the former landlord under this Part in respect of such portion of the security deposit as the tenant and the former landlord may specify to the new landlord.

(3) Where a tenant

- (a) terminates a tenancy in accordance with this Act; and
- (b) signs a consent, in such form as may be prescribed in the regulations, permitting the rentalsman to pay the rent deposit to the landlord,

the rentalsman, upon receipt of the consent, shall pay the rent deposit to the landlord.

**Entitle-
ment to
claim.**

40. (1) Where a landlord has a claim by reason that
- (a) a tenant does not pay rent in accordance with a tenancy agreement; or
 - (b) a tenancy is terminated in accordance with this Act and the tenant does not pay all or part of the last instalment of rent under the tenancy agreement; or
 - (c) a tenant abandons residential premises, or terminates a tenancy agreement other than in accordance with this Act, and the landlord suffers loss of revenue resulting from such termination or abandonment; or
 - (d) a tenant contravenes section 30 (4),
- the landlord, subject to subsection (2), may make the claim against the tenant in a court, or, where the tenant has paid a security deposit, may make the claim against the security deposit held by the rentalsman.

(2) Where a landlord has a claim under subsection (1) that is equal to or less than the amount of the security deposit held by the rentalsman, the landlord shall make his claim to the rentalsman in accordance with section 43.

(3) Where a landlord has a claim under subsection (1) that is greater than the amount of the security deposit held by the rentalsman, the landlord may, subject to section 42 (2), make his claim in a court and shall give to the rentalsman a copy of the writ or summons respecting the claim.

**Claims for
cleaning.**

41. No landlord shall make a claim under section 40 (1) in respect of cleaning residential premises unless, in the opinion of the court or the rentalsman hearing the claim, the cleaning is necessary for the purpose of repairing damage caused by a tenant contravening section 30 (4).

**Court
proceedings.**

42. (1) Where the rentalsman is given a copy of a writ or summons under section 40 (3), he shall not disburse any part of the security deposit relating to the writ or summons unless

- (a) the court that issued the writ or summons orders otherwise; or
- (b) the landlord and tenant who are parties to the writ or summons agree otherwise.

(2) Notwithstanding section 40 (3), where the landlord has, under section 40 (1), a claim against a tenant greater than the amount of a security deposit, the landlord may make a claim to the rentalsman for an amount equal to or less than the amount of the security deposit, but, having done so, he shall not take proceedings in any court in respect of the claim.

**Procedure
before
rentalsman.**

43. (1) An application to the rentalsman under section 40 shall be made not more than fifteen days after the date the tenancy is terminated or otherwise expires and shall be made in accordance with this Act and the regulations.

(2) Upon application under subsection (1) the rentalsman, after such investigation and hearing as he considers necessary, shall pay to the landlord such part of the security deposit as the rentalsman considers appropriate to satisfy the claim of the landlord.

(3) Where a copy of a writ or summons is not given to him under section 40 (3) and an application is not made to him under section 40 within the time limited by subsection (1), or where the landlord gives his written consent, the rentalsman, upon application by the tenant, shall pay the security deposit to the tenant.

Security
deposit not
attachable.

44. No security deposit shall be attached, executed upon, or garnisheed except under a court order made in respect of an action under this Act or a tenancy agreement, or in respect of the relationship of landlord and tenant.

PART VII

ABANDONMENT OF RESIDENTIAL PREMISES AND CHATTELS

Abandon-
ment of
residential
premises.

45. (1) Where a tenant absolutely relinquishes residential premises, or gives up possession of residential premises and does not intend to return to them, a landlord may consider that the tenant has abandoned the residential premises.

(2) For the purposes of subsection (1), a landlord may infer that

- (a) a tenant does not intend to return to residential premises if
 - (i) the facts and circumstances surrounding the giving up of possession of the residential premises are such that the tenant could not reasonably be expected to return; or
 - (ii) the tenant gives to the landlord an express, oral, or written notice of his intention not to return to the residential premises; and
- (b) a tenant absolutely relinquishes residential premises
 - (i) if he does not ordinarily occupy and remain in possession of, and pay rent in respect of, residential premises for a continuous period of one month; or
 - (ii) if he removes from the residential premises substantially all of his personal chattels or belongings.

(3) Except where a tenant alleges that a landlord is breaching a duty under section 9 (6) and (7) to rent residential premises after they are abandoned, the onus of proving that a tenant abandoned residential premises is on a landlord.

(4) Where a tenant alleges that a landlord is breaching a duty under section 9 (6) and (7) to rent residential premises after they are abandoned, the onus of proving that a tenant abandoned residential premises is on a tenant.

Abandonment of chattels.

46. (1) Unless a landlord and tenant made an express agreement to the contrary respecting the storage of chattels, where a tenant

- (a) leaves chattels in residential premises that he has abandoned; or
- (b) leaves chattels in residential premises in respect of which the tenancy agreement is terminated or the term expired,

the landlord may remove the chattels from the residential premises and store and dispose of them in accordance with this section and sections 47 and 48.

(2) Forthwith after he removes chattels under subsection (1), the landlord shall give to the rentalsman an inventory of the chattels.

(3) Where the apparent value of a chattel exceeds fifty dollars, no landlord shall sell or dispose of the chattel under section 48 until he

- (a) searches the office of the Registrar General for the names and addresses of encumbrancers in respect of the chattel;
- (b) gives to the rentalsman the name and address of any encumbrancer found under clause (a); and
- (c) gives to every encumbrancer found under clause (a) notice of the landlord's intention to sell or dispose of the chattel in accordance with section 47.

(4) The rentalsman shall determine, upon application by a landlord, the value of a chattel for the purposes of subsection (3), and his determination is final and binding upon the landlord, tenant, and any encumbrancer found under subsection (3) (a).

(5) Where a landlord is entitled to remove a chattel under this section and he is of the opinion that

- (a) the chattel has no value; or
- (b) the cost of removing, storing, and selling the chattel would be more than the proceeds of a sale of the chattel; or
- (c) the storage of the chattel would be unsanitary or unsafe,

the landlord may, with the consent of the rentalsman, dispose of the chattel in such manner as the rentalsman may direct.

(6) Subject to subsection (4), where a landlord removes a chattel under this section he shall store it in a safe place and manner for a period of not less than three months and notify the rentalsman of a description of the chattel and the location at which it is stored.

Encumbrancers.

47. (1) Where an encumbrancer

- (a) is given a notice under section 46 (3) (c) of the landlord's intention to sell or dispose of a chattel; or
- (b) satisfies the rentalsman that the encumbrancer holds a valid and subsisting security agreement in respect of a chattel removed or stored under section 46,

the rentalsman, upon application by the encumbrancer and upon being satisfied that he is an encumbrancer and holds a valid and subsisting security agreement in respect of the chattel, shall order that the encumbrancer is entitled to treat the security agreement as being in default.

(2) An order made under subsection (1) is final and binding upon the tenant and the encumbrancer.

**Disposal
of chattel.**

48. (1) Where a chattel is removed and stored under section 46 and, during the three months under section 46 (6),

- (a) no person claims title to it; and
- (b) no order is applied for under section 47,

the landlord may sell or dispose of the chattel in such manner, and subject to such terms and conditions as the rentalsman, upon application by the landlord, may prescribe.

(2) Where a landlord sells a chattel under subsection (1), he may, subject to any terms and conditions prescribed by the rentalsman under subsection (1),

- (a) retain such part of the proceeds of the sale as is necessary to reimburse him for his reasonable costs of removing, storing, and selling the chattel and of making any application and search required to be made under this section or section 46; and
- (b) retain such part of the proceeds of the sale as is necessary to satisfy the amount of rent payable, under this Act or a tenancy agreement, by the tenant who abandoned the chattel,

and shall pay the balance to the rentalsman, who shall hold the balance, for a period of one year, in trust for the tenant who abandoned the chattel.

(3) Where a landlord sells a chattel under subsection (1), he shall give to the rentalsman, forthwith after the sale, a written report respecting the sale and the distribution of the proceeds of the sale.

(4) Where the rentalsman does not receive a claim in respect of a balance within the period of one year referred to in subsection (2), any amount not claimed shall be deemed to be forfeited and shall be applied by the rentalsman toward the cost of administering his office.

(5) The purchaser of a chattel sold in accordance with subsection (1) shall be deemed to have acquired a good and valid title to the chattel, free and clear of all encumbrances.

PART VIII

RENTALSMAN AND COURTS

**Appoint-
ment of
rentalsman
and
deputies.**

49. (1) The Lieutenant-Governor in Council shall appoint a person to be called a "rentalsman", who shall hold office during good behaviour for a term of five years, and for such additional terms as the Lieutenant-Governor in Council may prescribe, and who shall be paid such remuneration as the Lieutenant-Governor in Council may determine.

(2) Subject to the approval of the minister, the rentalsman may at any time appoint one or more deputies who shall carry out the duties, and perform the functions, of the rentalsman in such area of the Province as the rentalsman may specify in the appointment.

(3) A deputy rentalsman shall be appointed for such term, and shall be paid such remuneration, as the rentalsman, with the approval of the minister, determines.

(4) Subject to the *Public Service Act*, the rentalsman may

- (a) appoint such employees as he considers necessary for the purposes of this Act;
- (b) designate the title, office, and responsibilities of an employee appointed under clause (a); and
- (c) where he is a member of the public service of the Province, accept remuneration for his services as rentalsman.

(5) In subsections (1) to (4), "rentalsman" does not include a deputy rentalsman.

**Jurisdiction
of
rentalsman.**

50. (1) The rentalsman has and shall exercise, subject to this Act, exclusive jurisdiction to receive an application, investigate, hear, and make an order, decision, direction, or determination, respecting any matter in respect of which he is specifically given jurisdiction under this Act.

(2) For the purposes of subsection (1), the rentalsman is specifically given jurisdiction under this Act

- (a) to make orders under sections 6 (4) and 7 (2) respecting an application, investigation, hearing, or matter that is before him, or that is required under this Act to be before him;
- (b) to receive an application, investigate, hear, and make an order, decision, direction, or determination respecting a right, under this Act or a tenancy agreement, to occupy residential premises;
- (c) to receive an application, investigate, hear, and give a consent and direction under section 19;
- (d) to receive a notice of dispute, investigate, hear, and set aside a notice of termination under section 23;
- (e) to receive an application, investigate, hear, and make an order under section 26;
- (f) to receive an application, investigate, hear, and determine whether a person is permanently occupying residential premises under section 27;
- (g) to receive an application, investigate, hear, and determine whether a rent increase is justified under section 28;
- (h) to receive an application, investigate, hear, and make an order under section 31 (1) and make a payment under section 31 (2);
- (i) to receive an application, investigate, hear, and make an order under section 34 (1) and make a payment under section 34 (2);
- (j) to accept security deposits, pay them into a fund, invest the fund, and pay the interest or income from the fund, in accordance with Part VI;
- (k) to receive an application and transfer a security deposit, or the right in respect of a security deposit, under section 39,

- (l) to refuse to disburse a security deposit in accordance with section 42 (1);
- (m) to receive an application, investigate, hear, and make a payment under section 43 in respect of a security deposit;
- (n) to receive an application and determine the value of a chattel under section 46 (4);
- (o) to consent to the disposal of a chattel under section 46 (5);
- (p) to receive an application and make an order that an encumbrancer is entitled to treat a security agreement as being in default under section 47 (1); and
- (q) to receive an application and prescribe the manner of disposing of a chattel, and the terms and conditions subject to which a chattel shall be disposed of, under section 48.

(3) Notwithstanding that the matter in dispute is not within his exclusive jurisdiction, the rentalsman, with the consent of the landlord and tenant involved in a dispute, may act as an arbitrator for the purpose of settling any matter in dispute between the landlord and the tenant.

(4) Where the rentalsman acts as arbitrator under subsection (3), he is not bound by the *Arbitration Act*.

(5) Subject to section 54, no order, decision, direction, determination, or proceeding of the rentalsman shall be questioned, reviewed, or restrained by injunction, prohibition, mandamus, or other declaratory order, or other process or proceedings in a court, or be removed by certiorari or otherwise into a court.

**Evidence,
hearings,
and
decisions.**

51. (1) The rentalsman shall make his decision upon the real merits and justice of an application or matter before him, and he is not bound to follow legal precedent.

(2) The rentalsman, in his discretion, may receive and accept, on oath, affidavit, or otherwise, such evidence or information as he considers necessary and appropriate, whether or not such evidence or information would be admissible in a court of law.

(3) Where special circumstances of any matter so require, the rentalsman may make an interim ex parte order authorizing, requiring, or forbidding anything to be done that the rentalsman on application, notice, investigation, or hearing, is empowered under this Act to authorize, require, or forbid.

(4) At the request of any party to a dispute, the rentalsman shall make his decisions in proceedings under this Act available in writing.

**Other
functions
of rentals-
man.**

52. (i) The rentalsman shall

- (a) advise landlords and tenants in tenancy matters;
- (b) promote the principles of this Act and an understanding of, and compliance with, them;
- (c) disseminate information for the purpose of educating and advising landlords and tenants with respect to rental practice, rights, and remedies; and

- (d) receive complaints and mediate disputes between landlords and tenants

(2) An order, direction, decision, or determination signed by the rentalsman is, in any proceeding in a court, evidence of the order, direction, decision, or determination, and of the authority of the rentalsman without proof of his appointment, authority, or signature, but the evidence may be rebutted by other evidence

**Access to
premises
and informa-
tion.**

53 (1) Every landlord shall keep adequate books and records for the purposes of this Act, and if the books or records kept by a landlord are, in the opinion of the rentalsman, inadequate for those purposes, the rentalsman may prescribe the books and records to be kept by that landlord

(2) For the purpose of investigating a complaint made to him under this Act, the rentalsman or any person authorized by him for the purpose may, subject to an order under subsections (4) and (5), enter any land for the purposes of examining any residential premises, books, records, writings, or other documents related to the complaint, and

- (a) may require the owner, occupier, or person in charge of the land to give him all reasonable assistance in connection with his examination and to answer proper questions relating to the examination, and, for those purposes, require the owner, occupier, or person in charge of the land to attend at the land with him, and

- (b) if, during an examination, it appears to him that this Act has been or is being contravened, may seize and take away any books, records, writings, or other documents and retain them until their production in any proceeding under this Act is required

(3) Except with the consent of the person to whom the information relates, neither the rentalsman nor any authorized person shall

- (a) knowingly communicate, or allow to be communicated, to any person any information obtained by or on behalf of the rentalsman under this section, or
- (b) knowingly allow any person to inspect, or to have access to, any information obtained by or on behalf of the rentalsman under this section

(4) A County Court Judge may, upon ex parte application, make an order authorizing the rentalsman, or a person authorized by him for the purpose, to enter any land situated in the county for the purposes of examining any residential premises, books, records, writings, or other documents relating to a complaint made to the rentalsman

(5) No order shall be made under subsection (4) unless the judge is satisfied that the entry and examination is reasonable and necessary

**Judicial
review.**

54. (1) Where a landlord or a tenant alleges that the rentalsman erred upon

- (a) a point or question of law or jurisdiction, or
- (b) a finding of fact necessary to establish the rentalsman's jurisdiction that is manifestly incorrect,

a County Court Judge of the county in which the residential premises are situated shall, upon application in accordance with the regulations, review the order, direction, decision, or determination of the rentalsman.

(2) Subject to the regulations, the rules of court apply to an application under subsection (1).

(3) The judge may dismiss an application under subsection (1), or may affirm, subject to such variations as the judge considers appropriate, the order, direction, decision, or determination of the rentalsman.

(4) Until the judge makes an order under subsection (3), the order, direction, decision, or determination of the rentalsman is stayed.

(5) No application under subsection (1) shall be made more than thirty days after the date of the order, direction, decision, or determination of the rentalsman.

**Jurisdiction of
court**

55. Except where the rentalsman has exclusive jurisdiction under this Act, a court of competent jurisdiction has jurisdiction in respect of this Act, a tenancy agreement, and residential premises, and, subject to this Act, the common law respecting landlord and tenant applies.

**Collective
actions.**

56. Where more than one person has a common interest in respect of an application to the rentalsman or a court under this Act or a tenancy agreement, or in respect of residential premises, one or more of those persons may, with the consent of the rentalsman or a judge of the court in which application is made, as the case may be, make, and appear and be heard on, the application on behalf of, or for the benefit of, one or more of those interested persons.

**Failure
to deliver
possession.**

57. (1) Where

- (a) a tenancy agreement expires and is not deemed to be renewed under section 12, or
- (b) a tenant gives notice of termination in accordance with this Act,

and the tenant continues to occupy the residential premises after the date the tenancy agreement expires, or after the date the termination is specified to be effective, the landlord is entitled to claim from the tenant compensation for the period of time the tenant continues to occupy the residential premises.

(2) Where a landlord is entitled to claim compensation under subsection (1) and a person brings proceedings against the landlord to enforce the person's right to occupy the residential premises being occupied by the tenant, the landlord may add the tenant as a third party to the proceedings.

PART IX

MISCELLANEOUS AND TRANSITIONAL

Offence
and
penalty.

58. Every person who knowingly or wilfully contravenes a provision, except section 30, of this Act, or fails to comply with an order, direction, or determination of the rentalsman, is guilty of an offence.

Regulations.

59. For the purpose of carrying out the provisions of this Act according to their intent, the Lieutenant-Governor in Council may make such regulations and orders as are ancillary thereto and not inconsistent therewith; and every regulation and order shall be deemed to be part of this Act and has the force of law; and, without limiting the generality of the foregoing, the Lieutenant-Governor in Council may make regulations and orders

- (a) prescribing forms required or permitted to be used under this Act;
- (b) prescribing the manner in which applications under this Act are required to be made; and
- (c) prescribing the amount of allowable rent increases permitted in respect of residential premises, or classes of residential premises, situated in the Province, or situated within such parts of the Province as the Lieutenant-Governor in Council may specify.

Repeals
Rent-
control
Act.

60. (1) The *Rent-control Act*, being chapter 338 of the *Revised Statutes of British Columbia, 1960*, and every regulation and order made thereunder, is repealed.

(2) Every by-law passed by the Council or Board of Commissioners of a municipality under section 2 of the *Rent-control Act* is repealed.

Amends
Landlord
and
Tenant
Act.

61. (1) The *Landlord and Tenant Act*, being chapter 207 of the *Revised Statutes of British Columbia 1960*, is amended by

- (a) repealing the title, and substituting the following:
"Commercial Tenancies Act";
- (b) repealing the words "PART I" where they appear before section 1,
- (c) repealing the headings "Rent in Arrear-Landlord's Remedies", "General Provisions", "Over-holding Tenants", and "Rights of Landlord on the Bankruptcy or Insolvency of Tenant", and "PART II" and "Residential Tenancies" where they appear before sections 2, 8, 16, 33, and 34 respectively;
- (d) repealing sections 34 to 67 and Forms 4 to 6 of the Schedule; and
- (e) adding, after section 33, the following as section 34:

Application
of frustra-
tion.

24. The *Frustrated Contracts Act* and the doctrine of frustration of contract applies to leases.

(2) Every Landlord and Tenant Advisory Bureau established by a municipality, or established jointly by two or more municipalities, under section 66 of the *Landlord and Tenant Act*, repealed by subsection (1) of this section, is dissolved.

(3) Notwithstanding subsection (1),

- (a) an application made or proceeding commenced under a provision of the *Landlord and Tenant Act* repealed by subsection (1) before the date this section comes into force may be continued in accordance with the provision repealed by subsection (1); and
- (b) any person entitled to appeal from a decision, judgment, order, or other determination made under a provision of the *Landlord and Tenant Act* repealed by subsection (1) before the date this section comes into force may appeal the decision, judgment, order, or other determination in accordance with the provisions repealed by subsection (1).

(4) Where in any Act, Order in Council, regulation, order, or other document made before the date this section comes into force, Part I or sections 1 to 33 of the *Landlord and Tenant Act* are referred to or mentioned, the mention or reference shall be deemed to be to the *Commercial Tenancies Act*.

(5) Where in any Act, Order in Council, regulation, order, or other document made before the date this section comes into force, Part II or sections 34 to 67 of the *Landlord and Tenant Act*, repealed by subsection (1), are referred to or mentioned, the mention or reference shall be deemed to be to this Act.

**Amends
County
Courts Act.**

62. Section 146 (1) of the *County Courts Act*, being chapter 81 of the *Revised Statutes of British Columbia, 1960*, is amended by striking out the words "*Landlord and Tenant Act*," in the first line, and substituting the words "*Commercial Tenancies Act*,".

Transitional.

63. (1) Where a landlord, on the date this section comes into force, holds a security deposit under section 37 of the *Landlord and Tenant Act*, repealed by this Act,

- (a) the rentalsman may give notice to the landlord requiring him to pay the security deposit to the rentalsman;
- (b) the tenant, upon giving notice to the landlord and the rentalsman, may require the landlord to pay the security deposit to the rentalsman; and
- (c) the landlord may pay the principal portion of the security deposit to the rentalsman and the interest portion, under section 38 (2) of the *Landlord and Tenant Act*, repealed by this Act, to the tenant.

(2) A landlord, forthwith upon receipt of a notice under subsection (1) (a) or (b), shall pay the security deposit to the rentalsman, who shall hold the security deposit in accordance with this Act.

(3) Where, on the date this Act comes into force, a landlord has the possession of a chattel removed from residential premises abandoned before the date this Act comes into force, the landlord shall not store or dispose of the chattel except in accordance with this Act.

(4) Where

(a) this Act comes into force on a day in a period during which a landlord or a tenant is entitled to give notice of termination of a tenancy agreement for a specified term; and

(b) neither the landlord nor the tenant gives the notice of termination,

the tenancy, at the option of the tenant, is renewable as a monthly tenancy, as if section 22 applied to the right to renew the tenancy.

Appropriation.

64. The Minister of Finance shall pay out of the Consolidated Revenue Fund, or out of the Revenue Surplus Appropriation Account of the Consolidated Revenue Fund, or partly out of the Consolidated Revenue Fund and partly out of the Revenue Surplus Appropriation Account of the Consolidated Revenue Fund, upon requisition of the minister, such moneys as may be required from time to time to carry out the purposes of this Act in respect of the fiscal year of the Government or the Province ending on the thirty-first day of March, 1975, and thereafter such moneys as may be authorized by an Act of the Legislature for those purposes.

Commencement.

65. (1) This Act, excepting this section and the title, comes into force on a date to be fixed by the Lieutenant-Governor by his Proclamation, and he may fix different dates for the coming into force of the several provisions.

(2) This section and the title come into force on Royal Assent.