
RESIDENTIAL TENANCY ACT**CHAPTER 406***Contents**Section*

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Definitions

1 In this Act:

- “**arbitrator**” means an arbitrator designated under Part 4;
- “**caretaker’s premises**” means residential premises provided to a person employed as a caretaker, janitor, manager or superintendent in respect of the residential property in which the residential premises are situated;
- “**dispute resolution committee**” means the Manufactured Home Park Dispute Resolution Committee established under section 67;
- “**employment premises**” means residential premises provided by an employer to an employee to occupy during his or her employment;
- “**family corporation**” means a corporation in which all the voting shares are owned by
 - (a) one individual, or
 - (b) one individual plus one or any number of his or her father, mother, brother, sister, child, spouse or his or her spouse’s mother, father or child;
- “**fixed term tenancy agreement**” means a tenancy agreement with a predetermined expiry date;
- “**hotel**” means a hotel, motel, inn, rooming house and apartment hotel and any prescribed class of premises but does not include a facility
 - (a) owned or operated by a non-profit society incorporated under the *Society Act*, a municipality, a regional district, a college designated under the *College and Institute Act* or a university named in the *University Act*, or
 - (b) in which the landlord resides and which contains fewer than a total of 5 bedrooms or rooms used as bedrooms;
- “**hotel tenant**” means an individual who is
 - (a) occupying a room or premises in a hotel where the hotel contains rooms or premises that the individual usually occupies as his or her residence, and
 - (b) paying rent of less than a prescribed amount per day or, if no amount is prescribed, less than \$15 per day

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in circumstances where that occupation is considered, at common law, to be a licence to occupy land or premises, but does not include an individual who is occupying a room or premises in a hotel that has a peak season during which the daily rent for the room or premises has, in a peak season within the previous 12 months, exceeded the maximum amount of the daily rent that can be paid by a hotel tenant under paragraph (b);

“landlord” includes a lessor, sublessor, owner or other person permitting the occupation of residential premises, and his or her heirs, assigns, personal representatives and successors in title and a person, other than a tenant occupying the premises, entitled to possession of the residential premises;

“manufactured home” means a dwelling unit designed to be mobile and to be used, and that is being used, as a permanent or temporary residence;

“manufactured home pad” means land rented as space for and on which a tenant, under a tenancy agreement, is entitled to bring a manufactured home;

“registrar” means the registrar of the Residential Tenancy Branch of the ministry or any other official designated by the minister for purposes of the administration of Part 4;

“rent” includes consideration, whether in money, services or goods, paid, given or agreed to be paid or given by a tenant to a landlord in respect of residential premises, including consideration for a privilege, benefit, service, facility or other thing provided, directly or indirectly, by a landlord to a tenant that relates to the use, occupation or enjoyment of residential premises, but does not include a security deposit or a utility charge paid directly by a tenant;

“residential premises” means a dwelling unit used for residential purposes, and includes, without limitation,

- (a) a manufactured home,
- (b) a manufactured home pad,
- (c) a room or premises in a hotel occupied by a hotel tenant,
- (d) caretaker’s premises, and
- (e) employment premises,

but does not include premises, under a single lease, occupied for business purposes with a dwelling unit attached;

“residential property” means a building in which, and includes land on which, residential premises are situated;

“review panel” means the Arbitration Review Panel continued under section 59;

“security deposit” means money or property advanced or deposited, or a right given, by or on behalf of a tenant or prospective tenant, to be held or enforced by or on behalf of a landlord

- (a) to secure the performance by a tenant or prospective tenant of an obligation under this Act or a tenancy agreement or in respect of residential premises,

- (b) to secure payment by a tenant or prospective tenant of a liability or probable liability to a landlord, or
- (c) to be returned to a tenant or prospective tenant, or in respect of which a tenant or prospective tenant is to be released, on the happening of an event, including, without limitation,
- (d) a negotiable instrument made negotiable more than 30 days after the date it is given,
- (e) a prepayment of rent for other than the first month of a tenancy agreement,
- (f) a deposit in respect of damage or rent for which a tenant is, or may be made to be, responsible,
- (g) an agreement entitling a right to be enforced if a tenant ends a tenancy agreement or goes out of possession of residential premises other than in accordance with this Act or a tenancy agreement,
- (h) a fee or deposit that is not refundable, or
- (i) a requirement to pay a rental payment that is substantially greater than other rental payments required under a tenancy agreement;

“service or facility” includes, with respect to residential premises, any of the following that are supplied, or agreed to be supplied, by the landlord:

- (a) furniture, appliances and furnishings;
- (b) parking and related facilities;
- (c) cablevision facilities;
- (d) utilities and related services;
- (e) cleaning or maintenance services;
- (f) maid services;
- (g) laundry facilities;
- (h) storage facilities;
- (i) elevator facilities;
- (j) common recreational facilities;
- (k) intercom systems;
- (l) garbage facilities and related services;
- (m) heating facilities or services;

“tenancy agreement” means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a landlord and tenant respecting possession of residential premises and occupation of a room or premises in a hotel;

“tenant” includes a hotel tenant.

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Tenancy agreements of infants

- 2 (1) Despite section 19 of the *Infants Act*, a tenancy agreement entered into by a person under the age of 19 years is enforceable by and against the person to the same extent as if that person had been an adult on the date of entry into the tenancy agreement.
- (2) Subsection (1) has retroactive effect to the extent necessary for it to apply to all tenancy agreements in effect on February 10, 1995.

Application of Act

- 3 (1) Despite any other enactment or an agreement to the contrary, this Act applies to tenancy agreements, residential premises and residential property.
- (2) Despite subsection (1), this Act does not apply to
 - (a) an occupation of land or premises that, at common law, would be considered a licence to occupy land unless it is an occupation of a room or premises in a hotel by a hotel tenant,
 - (b) residential premises in respect of which a non-profit cooperative or society, as defined in the regulations, is the landlord and a member of the cooperative or society is the tenant,
 - (c) a tenancy agreement for a term exceeding 3 years if the landlord is the government or an agent of the government,
 - (d) a tenancy agreement for a term exceeding 20 years except as provided in subsection (3) or section 38 (6), or
 - (e) summer cottages, winter chalets or other similar recreational premises rented on a seasonal basis.
- (3) A landlord, other than an individual who is the holder of a lease under a tenancy agreement for a term exceeding 20 years and is the occupier of the rental unit, must not enter into a tenancy agreement for a term exceeding 20 years, or assign a tenancy agreement with 20 or more years of its term yet to run, except with the prior approval, by bylaw, of the municipality in which the premises are located.
- (4) For the purposes of subsection (3), “municipality” includes
 - (a) the City of Vancouver, and
 - (b) in respect of an electoral area that is not itself a municipality, the regional district within which the electoral area is located.
- (5) If a person enters into 2 or more tenancy agreements within 12 months giving the person, or the person’s heirs or assigns, the right to occupy or reoccupy all or part of the same residential premises for a total in aggregate of more than 20 years with or without interruption, the term of each of those tenancy agreements is deemed to exceed 20 years for the purposes of subsection (3).

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- (6) A tenancy agreement for which prior approval is required under subsection (3) is void if it is entered into on or after June 13, 1994 and the prior approval is not obtained.
 - (7) If a tenancy agreement is void under subsection (6),
 - (a) the sum of all payments made by or on behalf of the tenant under the tenancy agreement is a debt owed by the landlord to the tenant, and
 - (b) the tenant may occupy the residential premises until the later of
 - (i) the date 6 months from the day the tenancy agreement was entered into, and
 - (ii) one month after the sum owing under paragraph (a) is paid in full.

PART 1 – TERMS OF TENANCY AGREEMENT

Statutory terms

- 4 (1) Sections 7 to 10 and 14 to 23 are deemed to be terms of every tenancy agreement.
- (2) The Lieutenant Governor in Council may prescribe terms that are to be included or are not to be included in every tenancy agreement or application for a tenancy agreement and may prescribe different terms for different classes of tenancy agreements.
- (3) Terms prescribed under subsection (2) that are to be included in a tenancy agreement are deemed to be terms of every tenancy agreement.
- (4) A regulation made under section 9 or 23 is deemed to be a term of every tenancy agreement.
- (5) A term in a tenancy agreement that is in conflict with this Act or the regulations is void whether the agreement has been entered into before or after July 1, 1984.

Standard form tenancy agreement

- 5 (1) Without limiting section 4, the Lieutenant Governor in Council may make regulations respecting a standard form tenancy agreement and requiring its use.
- (2) Without limiting subsection (1), the Lieutenant Governor in Council may prescribe
 - (a) different standard form tenancy agreements for use
 - (i) by different classes of persons, or
 - (ii) in different circumstances,
 - (b) that the terms of the standard form tenancy agreement are deemed to be included in tenancy agreements or classes of tenancy agreements that
 - (i) are in existence on July 1, 1996, or
 - (ii) are entered into after July 1, 1996,

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- (c) that if the terms of a standard form tenancy agreement are deemed to be included in a tenancy agreement or class of tenancy agreement, a provision of the tenancy agreement or class of tenancy agreement that is in conflict with the standard form tenancy agreement is void, or
- (d) that if a person, or class of persons, is required to use a standard form tenancy agreement and instead uses another tenancy agreement, that other agreement is void and the standard form tenancy agreement is deemed to be the agreement that was entered into.

Permitted terms

- 6 (1) A tenancy agreement may contain reasonable terms respecting the tenant's use, occupation and maintenance of
 - (a) residential premises, and
 - (b) a service or facility used in connection with the residential premises.
- (2) A term is, in the absence of evidence to the contrary, reasonable if it is
 - (a) intended to
 - (i) promote fair distribution of a service or facility to every occupant in the residential property,
 - (ii) promote the convenience, safety and welfare of every person working or residing in the residential property, or
 - (iii) protect the landlord's property from abuse,
 - (b) reasonably related to the purpose for which it is intended, and
 - (c) sufficiently explicit to inform the tenant of what he or she must do or must not do in order to comply with it.
- (3) A term that is not reasonable is not enforceable.
- (4) A term in a manufactured home pad tenancy agreement that a manufactured home must be purchased from a specific vendor is not reasonable, for the purposes of this section, unless the term is disclosed to the prospective tenant before the tenancy agreement is entered into.

No acceleration provision

- 7 Despite any other enactment, if a tenant fails to comply with a term of a tenancy agreement, the tenancy agreement must not provide that all or part of the rent remaining for the term of the agreement becomes due and payable.

Services unspecified in agreement

- 8 If a service or facility is reasonably related to a tenant's continued use and enjoyment of the residential premises, but is not expressly provided for in the tenancy agreement, the landlord must not discontinue providing the service or facility to the tenant.

Fixed term tenancy agreements

- 9 (1) Subject to section 24, if
- (a) a fixed term tenancy agreement expires,
 - (b) the landlord and tenant do not enter into a new tenancy agreement before the agreement expires, and
 - (c) the tenant continues to occupy the residential premises,
- the landlord and the tenant are deemed to have renewed the agreement as a month to month tenancy agreement on the same terms as are provided for in the expired agreement.
- (2) Despite subsection (1), if
- (a) a tenant rents residential premises under a fixed term tenancy agreement in an off season at a lower rate of rent than that usually paid in season for those premises by a person under a licence to occupy them, and
 - (b) the landlord advises the tenant in writing of this subsection at the time of entering into the fixed term tenancy agreement,
- the tenancy agreement is ended on the predetermined expiry date specified in the agreement.
- (3) A landlord and tenant may agree, in writing, at the time they enter into a fixed term tenancy agreement that, despite subsection (1), the tenancy agreement is ended on the predetermined expiry date.
- (4) An agreement made under subsection (3) that is not in writing is not enforceable.
- (5) Subsections (2) and (3) apply to a fixed term tenancy agreement respecting a manufactured home pad only in circumstances where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement.
- (6) The Lieutenant Governor in Council may make regulations requiring that the term of a fixed term tenancy agreement under subsection (3) exceed a specified period of time and may
- (a) make the requirement applicable in respect of, and
 - (b) specify different periods of time for, different classes of residential premises.

Duty to repair and keep clean

- 10 (1) A landlord must provide and maintain residential premises and residential property in a state of decoration and repair that
- (a) complies with health, safety and housing standards required by law, and
 - (b) having regard to the age, character and location of the residential property, would make it reasonably suitable for occupation by a reasonable tenant who would be willing to rent it.

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- (2) A landlord's duty under subsection (1) (a) applies even though a tenant knew of a breach by the landlord of that subsection 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 must
 - (a) maintain ordinary health, cleanliness and sanitary standards throughout residential premises and residential property in respect of which he or she has entered into a tenancy agreement, and
 - (b) take necessary steps to repair damage caused to residential premises and residential property, in respect of which he or she has entered into a tenancy agreement, by the tenant's wilful or negligent act or omission, or that of a person permitted on the residential premises or residential property by the tenant.
- (5) A tenant is
 - (a) not liable for reasonable wear and tear to the residential premises, and
 - (b) liable for the cleaning of the residential premises and residential property if he or she has contravened subsection (4).

Repair and service orders

- 11** (1) A tenant may apply to a court for an order requiring a landlord to comply with this Act or the tenancy agreement if a landlord
- (a) contravenes section 10 (1), or
 - (b) has failed, or may fail, to provide a service or facility that the landlord is obliged to provide under a tenancy agreement or under section 8.
- (2) On an application under subsection (1), the court may order
- (a) the landlord to comply with this Act or the tenancy agreement,
 - (b) a tenant to pay rent due to the landlord into court,
 - (c) that the rent paid into court be paid to the landlord to be applied to the costs and expenses of complying with this Act or the tenancy agreement as specified in the order, or
 - (d) that
 - (i) the rent paid into court, or
 - (ii) any future rent payable by the tenant or any other tenant affected by the landlord's act or omission,be paid to a named person who must hold the money paid to him or her in trust to be applied, as specified in the order, to the costs and expenses of complying with this Act or the tenancy agreement.

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- (3) If an application is made to an arbitrator under subsection (1), subsection (2) does not apply and the arbitrator may order
 - (a) the landlord to comply with this Act or the tenancy agreement,
 - (b) the tenant affected by the landlord's act or omission to pay rent to a named person who must hold the money paid to him or her in trust, or
 - (c) that the rent paid to a named person under paragraph (b)
 - (i) be applied as specified in the order to the costs and expenses of complying with this Act or the tenancy agreement, or
 - (ii) be paid to the landlord to be applied as specified in the order to the costs and expenses of complying with this Act or the tenancy agreement.
 - (4) An order made under this section may contain terms respecting costs, expenses, remuneration and any other necessary matters.
 - (5) This section does not affect the right of a tenant to bring a proceeding against a landlord for breach of contract.
 - (6) In addition to other remedies a tenant may have under this Act, an order under this section may authorize a tenant to deduct up to one month's rent and to spend that amount on any repair, service or facility ordered under this section if, within the time specified in the order, the landlord fails to comply with an order made under subsection (2) (a) or (3) (a).

Rent reduction

- 12 (1) In proceedings for an order under section 11 (2) (a) or (3) (a), or if the landlord fails to comply with an order made under section 11 (2) (a) or (3) (a), the court may order that rent payable by the tenant is reduced by the amount the court considers commensurate with the reduced value of the tenancy to the tenant as a result of the landlord's failure to comply with
 - (a) this Act or the tenancy agreement, or
 - (b) the order made under section 11 (2) (a) or (3) (a).
- (2) A reduction in rent under subsection (1) does not apply to rent that becomes payable after the landlord complies with the order made under section 11 (2) (a) or (3) (a).

Emergency repairs

- 13 (1) In this section, "**emergency repairs**" means repairs, that are urgent and necessary for the health and safety of persons or the preservation and use of the residential property or residential premises, to
 - (a) major leaks in the pipes or roof,
 - (b) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (c) the central or primary heating system,

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- (d) defective locks that give access to the residential premises, or
 - (e) in prescribed circumstances, the residential premises or residential property.
- (2) A landlord must post and maintain in a conspicuous place on the residential property the name of the person who will respond for the landlord in an emergency and the telephone number at which that person can be reached if emergency repairs are necessary.
 - (3) If emergency repairs are not made within a reasonable time after a tenant has made a reasonable effort on 2 or more occasions to contact the person at the telephone number referred to in subsection (2), the tenant may have repairs made, but the landlord may take over completion of those repairs at any stage.
 - (4) A landlord must reimburse a tenant for the tenant's expenses under subsection (3) except expenses that the court, on application, finds to be
 - (a) not for emergency repairs,
 - (b) for emergency repairs for which the tenant failed to comply with subsection (3) or (5),
 - (c) beyond a reasonable cost for the emergency repairs, or
 - (d) for emergency repairs the need for which arises primarily from the actions or neglect of the tenant or a guest of the tenant.
 - (5) A tenant must provide a landlord with a written account, with receipts for each expense incurred, for emergency repairs made under subsection (3).
 - (6) If a tenant complies with subsections (3) and (5), the tenant may, in addition to other remedies the tenant may have under this Act, withhold from rent that becomes due an amount equal to the reasonable expenses incurred by the tenant under subsection (3), less reimbursement received under subsection (4).

Locks and access

- 14 (1) Subject to subsection (2), a landlord or tenant must not, except by agreement or under an order of a court, alter a means of entrance or access to residential premises or residential property so as to interfere unreasonably with the other's use of the entrance or access.
- (2) If there is a reasonable threat to security, a landlord in an emergency may alter the locking system on a door that provides access to residential property, but a landlord must not, except by agreement, alter the locking system on a door that provides direct access to residential premises.
- (3) A landlord must not impose restrictions respecting access to residential property by
 - (a) candidates, or their authorized representatives, who are seeking election to a federal, Provincial, regional, municipal or school board office and who are canvassing electors or distributing election material, or

- (b) a tenant of residential premises located on the residential property or persons invited by a tenant of the residential premises.
- (4) Despite subsection (3), a landlord may impose restrictions respecting access to, and restrictions and extra charges respecting overnight accommodation of, the residential premises of a hotel tenant by persons invited by the hotel tenant, but only to the extent that the restrictions and extra charges are reasonable.

Change of locks by the tenant

- 15 (1) If the court, on application, is satisfied that a landlord may contravene section 16, the court may
- (a) authorize the tenant to change the locks and other means that give access to the residential premises, and
 - (b) order that, while the tenancy continues, the landlord must not change those locks or obtain the keys or other means that give access to the residential premises.
- (2) For each change made under subsection (1) (a), the tenant must give to the landlord at the end of the tenancy the keys and other means that give access to the residential premises.
- (3) If at the end of the tenancy the tenant does not give the landlord the keys and other means that give access, the reasonable cost to the landlord to replace the locks and other means that give access may be deducted from the security deposit
- (a) by agreement between the landlord and tenant, or
 - (b) by order of an arbitrator.

Landlord's right of entry

- 16 (1) A landlord must not enter residential premises in respect of which a tenant has a right of possession under a tenancy agreement unless
- (a) an emergency exists,
 - (b) the tenant consents at the time of entry,
 - (c) the tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose,
 - (d) in the case of residential premises occupied by a hotel tenant, the entry is for the purpose of providing maid service at reasonable times,
 - (e) a tenant abandons the residential premises,
 - (f) the landlord has given written notice of entry for a reasonable purpose not more than 72 hours and not less than 24 hours before the time of entry, or
 - (g) a court orders that the landlord or the landlord's agent may enter the residential premises at a specified time for a specified purpose and entry is made in accordance with the terms of the order.

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- (2) The landlord must specify in a notice of entry under subsection (1) (f) the hours of the day during which the landlord intends to enter the residential premises, and those hours must, unless the tenant otherwise consents, be between 8 a.m. and 9 p.m.

Right to assign or sublet

- 17 (1) A tenant may assign or sublet his or her interest in a tenancy agreement with the consent of the landlord.
- (2) A landlord must not arbitrarily or unreasonably withhold his or her consent to assign or sublet the tenant's interest in a tenancy agreement if the tenancy agreement
- (a) has a fixed term of 6 months or more, or
 - (b) is in respect of a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement.
- (3) A landlord must not receive any consideration, directly or indirectly, for giving his or her consent under this section.

Arbitration of disputes

- 18 (1) A landlord and tenant are deemed to have agreed to submit to an arbitrator
- (a) an application to arbitrate any matter under section 11, 12, 13 (4), 14 (1) or (4), 15, 16, 17, 22, 29, 35 (3), 37, 39, 42 (3) or (4), 44, 46, 47, 72, 82 or 84,
 - (b) an application to arbitrate any matter under section 30 (1), (2), (4) or (5), and
 - (c) a dispute over the amount of a rent increase between a tenant of a manufactured home pad and the landlord if
 - (i) the manufactured home pad is rented in circumstances other than where the tenant is renting a manufactured home and the pad under a single tenancy agreement, and
 - (ii) the rent increase notice under section 24 is given on or after October 1, 1992.
- (2) In an arbitration of a dispute under subsection (1) (c), the arbitrator
- (a) must apply any guidelines for rent increases that have been published by the minister under section 68 (2),
 - (b) may order that the rent increase be a specified amount, and
 - (c) may order that the rent increase ordered under paragraph (b) is effective on or after the effective date of the rent increase specified in the notice of rent increase given by the landlord under section 24.

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- (3) An order under subsection (2) (c) may be made retroactive to the effective date of the rent increase specified in the notice of rent increase given by the landlord, and if the order is made retroactive, it is deemed to have come into force on the date to which it is made retroactive.
 - (4) If the amount of a rent increase is the subject of an order under subsection (2) or (3) and the rent has been collected other than in accordance with the order, the amount of the rent increase that is contrary to the order and that has been paid by the tenant
 - (a) may be set off against all or part of the rent due from the tenant, or
 - (b) is recoverable by the tenant.
 - (5) A landlord or tenant may not apply for arbitration of a dispute under subsection (1) (c) until the dispute has been mediated under Part 5.
 - (6) Subsection (1) does not apply if
 - (a) an agreement has been entered into under subsection (7),
 - (b) a court, on application, orders otherwise, or
 - (c) in the case of a monetary claim, the amount claimed is more than the monetary limit specified under the *Small Claims Act*, excluding interest and costs.
 - (7) A landlord and tenant may agree in writing at any time that subsection (1) (a) does not apply.
 - (8) Subject to an order under subsection (6) (b), an agreement under subsection (7) is not enforceable unless
 - (a) it is in writing, and
 - (b) a copy of it is delivered to the other party as soon as practicable, and in any event not later than 21 days after it was entered into.
 - (9) Section 48 (2) applies to an agreement under subsection (7).
 - (10) An agreement made under subsection (7) is conclusively deemed to apply with respect to all applications referred to in subsection (1).

Copy of tenancy agreement

- 19** (1) If a written tenancy agreement is entered into, the landlord must give a copy of the agreement to the tenant as soon as practicable, and in any event not later than 21 days after it was entered into.
- (2) If a landlord does not comply with subsection (1), the tenant's obligation to pay rent is suspended until a copy of the agreement is delivered to the tenant, and as soon as the copy of the agreement is delivered to the tenant, any rent that was not paid to the landlord in reliance on this subsection becomes immediately due and payable.

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Amount of security deposit

- 20** (1) A landlord must not
- (a) impose a requirement that a security deposit be given except at the time the tenancy agreement is entered into, or
 - (b) require or receive a security deposit in an amount exceeding the equivalent of 1/2 of one month's rent payable under the tenancy agreement.
- (2) If a landlord receives a security deposit in excess of the amount permitted under subsection (1), the tenant may set off the excess amount against all or part of the rent due from the tenant.
- (3) Subsection (1) (b) does not apply to a security deposit held by a landlord on November 30, 1974.
- (4) Despite the number of occupants of a residential premises, a landlord must not require more than one security deposit in respect of those premises.
- (5) A tenant may, with the consent of the landlord, set off all or part of a security deposit and the accrued interest, if any, on it against all or part of the rent due from the tenant.

Liquidated damages limited

- 21** (1) A landlord must not require that a security deposit, or part of a security deposit, be forfeited on the end of a month to month tenancy.
- (2) A requirement described in subsection (1), including one in force on September 1, 1990, is void and unenforceable.

Security deposit return and interest

- 22** (1) A landlord who receives a security deposit must pay interest on it calculated in accordance with section 23.
- (2) The landlord must return the security deposit and interest to the tenant on or before the 15th day after the end of the tenancy agreement, except for an amount that
- (a) the tenant agrees in writing to allow the landlord to keep as payment for unpaid rent or damages, or
 - (b) an arbitrator has ordered the tenant to pay to the landlord.
- (3) Subsection (2) does not apply if the landlord applies for an order under subsection (4) on or before the 15th day after the end of the tenancy agreement.
- (4) On application by a landlord, the court, or an arbitrator under section 18, may make an order that a landlord retain or return some or all of a security deposit plus interest.
- (5) An agreement under subsection (2) (a) is unenforceable if a landlord requires a person to make it

- (a) as a condition of entering into a tenancy agreement, or
 - (b) as a term of a tenancy agreement.
- (6) If a landlord fails to comply with subsection (2) and does not apply for an order under subsection (4), the tenant may apply to the registrar, without notice to the landlord, for an order that the landlord pay to the tenant the security deposit plus interest and any fee that has been paid under subsection (7).
- (7) An application under subsection (6) must
- (a) be in a form satisfactory to the registrar, and
 - (b) be accompanied by the prescribed fee, if any.
- (8) On an application by a tenant under subsection (6), the registrar or a person authorized by the registrar may, without hearing the landlord, order the landlord to pay the security deposit plus interest to the tenant.
- (9) An order under subsection (8) does not take effect unless the tenant serves a copy of it on the landlord in accordance with section 86.
- (10) A landlord must not apply for the order referred to in subsection (4) after the 15th day following the end of the tenancy agreement.
- (11) A tenant must not begin an action or claim for the return of a security deposit after 2 years following the end of the tenancy agreement.
- (12) If, after the end of the tenancy agreement, the landlord is unable to locate the tenant, any money owing to the tenant under this section is deemed to be held in trust by the landlord for the tenant for 2 years following the end of the tenancy agreement.
- (13) If the money owing to the tenant is not claimed by the tenant within 2 years following the end of the tenancy agreement, the money is forfeited to the landlord.

Interest on security deposit

- 23** (1) The interest payable under section 22 must be calculated
- (a) from the date the security deposit is paid by the tenant,
 - (b) if the security deposit was paid before December 1, 1974, from December 1, 1974, or
 - (c) from the date the tenant last received payment of interest on the security deposit in accordance with this Act, or a preceding Act then in force,
- whichever is the latest, to the day before the date the security deposit is paid to the tenant under this section.
- (2) Interest is payable under section 22
- (a) for the period December 1, 1974 to May 31, 1980, at the rate of 8% compounded annually,

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- (b) for the period June 1, 1980 to March 31, 1983, at the rate of 12% compounded annually, and
 - (c) starting April 1, 1983, at the rate of 8% compounded annually.
- (3) Despite subsection (2) (c), the Lieutenant Governor in Council may make regulations respecting the interest payable on security deposits.

PART 2 – RENT INCREASES

Rent increase

- 24** (1) Subject to subsections (3) and (4), despite a change of landlord, a landlord must not collect an increase in rent from a tenant until 12 months have expired following
- (a) the date the last lawful increase in rent for that tenant became effective, or
 - (b) if there has been no previous increase in rent for that tenant, the date the existing rent was established for that tenant.
- (2) If an order to phase in an increase is made under section 27 (3) (c), the date referred to in subsection (1) (a) is the date the first phase of the increase takes effect.
- (3) A landlord must give the tenant written notice of a rent increase in the prescribed form at least 3 months before the date the rent increase is to be effective.
- (4) Despite subsection (3), if a landlord gives a notice of rent increase respecting a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, the landlord must give not less than 6 months' notice before the date the rent increase is to be effective.
- (5) If a landlord gives a notice of rent increase to a tenant that does not comply with the time requirements of subsection (1), (3) or (4), the notice is deemed to take effect on the earliest date that would comply with subsection (1), (3) or (4).
- (6) This section and sections 25 to 27 do not apply to residential premises operated by
- (a) the British Columbia Housing Management Commission, or
 - (b) a person designated in the regulations,
- if the rent of the premises is related to the tenant's income.
- (7) If the court or an arbitrator orders that no rent increase is justified, the landlord must not give notice to the tenant under subsection (3) for 12 months from the date of the notice under subsection (3) on which the order is based.

Disputing a proposed rent increase

- 25** (1) A rent increase in any amount stated in the notice given under section 24 (3) takes effect unless the tenant
- (a) disputes the increase by applying to the registrar under section 49 (1) within 30 days of receiving the notice or within a longer period set under section 27 (3) (a), or
 - (b) gives notice under section 33 effective before the increase takes effect.
- (2) Subject to section 27 (3) (b), the landlord must
- (a) at least 7 days before the date of the arbitration hearing, give the tenant who makes the application described in subsection (1) (a) of this section a statement in the prescribed form to justify a rent increase, and
 - (b) on the date of the arbitration hearing, give a copy of the statement to the arbitrator.
- (3) If the landlord does not comply with subsection (2), the increase does not take effect and the landlord may not give a further notice of increase to the tenant within 12 months from the date of the notice to which subsection (1) (a) refers.

Prescribed statement to justify a proposed rent increase

- 26** A landlord in preparing a statement in the prescribed form referred to in section 25 (2) must calculate, using the prescribed formula for each, the income, change in operating expenses, net income and portion of capital expenditure related to the residential property that is attributable to the residential premises for the 12 consecutive months ending on the last day of the month that immediately preceded the month in which notice under section 24 (3) was given and adjust and combine those calculations in the prescribed manner to ascertain the justifiable rent increase for the residential premises.

Adjudication of a rent increase dispute

- 27** (1) Subject to subsections (3) and (6), an arbitrator must adjudicate a disputed rent increase by determining if each item for calculation under section 26 that the landlord included in the statement in the prescribed form under section 25 (2) is
- (a) accurately described,
 - (b) properly attributable to the residential premises for the 12 consecutive months ending on the last day of the month that immediately preceded the month in which notice under section 24 (3) was given, and
 - (c) accurately calculated using the prescribed formula.
- (2) After having determined under subsection (1) (a) to (c) what the amount for each item should be, the arbitrator must adjust and combine those amounts in the prescribed manner to ascertain and award the justifiable rent increase, if any, for the residential premises.

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- (3) An arbitrator adjudicating a disputed rent increase may, in addition to the other remedies available under this Act,
 - (a) extend the period within which application may be made under section 25 (1) (a),
 - (b) extend the period within which a statement justifying the rent increase may be given under section 25 (2) (a) or may be amended,
 - (c) if all or part of the rent increase is granted, order that the increase granted be phased in over time,
 - (d) make the coming into force of a rent increase conditional on compliance by the landlord with a previous or concurrent order of an arbitrator under this Act, and
 - (e) refuse or postpone a rent increase if the statement under section 25 (2) justifying the rent increase was false or misleading.
- (4) If a tenant has paid a rent increase based on a statement under section 25 (2) that was false or misleading, an arbitrator on application may set aside the increase and order the landlord to reimburse the tenant for the amount of the increase that was paid.
- (5) If an order is made under subsection (3) (e) or (4), the landlord may not give a further notice under section 24 (3) to the tenant until 12 months after the date of the notice under section 24 (3) for which the order under subsection (3) (e) or (4) of this section was made.
- (6) Subject to subsection (4), an arbitrator must not award a rent increase that is less than \$0 or more than the total amount specified in the notice of rent increase given under section 24 (3).

Unlawful rent increase recovery

- 28
- (1) A landlord or the landlord's agent must not demand, collect or attempt to collect a rent increase other than in accordance with section 24.
 - (2) If a rent increase is collected other than in accordance with section 24, the rent increase paid by the tenant
 - (a) may be set off against all or part of the rent due from the tenant, or
 - (b) is recoverable by the tenant.

Hidden rent increase

- 29
- (1) The court may make an order under subsection (2) if the court, on application, determines that a landlord in respect of residential premises has
 - (a) made a charge for a service or facility used or enjoyed by a tenant at a lesser charge or no charge before the date the charge became effective, or
 - (b) failed to provide a service or facility, or reduced a service or facility required to be provided, under a tenancy agreement and the court considers

that the failure or reduction has resulted in a substantial reduction of the use and enjoyment of residential premises or of the service or facility.

- (2) In the circumstances referred to in subsection (1), the court may order that, effective on a specified date, one or both of the following is a rent increase to which section 28 (2) applies:
 - (a) the charge for a service or facility;
 - (b) the value of the service or facility or its reduction in value.
- (3) If the application of subsections (1) and (2) affects more than one residential premises in a residential property, the court may limit the application of an order made under subsection (2) to one or more of those residential premises.

Rent increase with intent to evict

- 30.**
- (1) The court may make an order under subsection (2) if
 - (a) a landlord increases the rent for residential premises,
 - (b) the tenant vacates the premises as a result of the rent increase, and
 - (c) the landlord
 - (i) gave the rent increase with the expectation or intention that the tenant would vacate the premises, or
 - (ii) does not, within 2 months of the date the tenant vacates the premises, in good faith enter into a tenancy agreement with a new tenant for those premises at a rent greater than 90% of the increased rent demanded by the landlord of the former tenant.
 - (2) In the circumstances referred to in subsection (1), the court may, on application of the former tenant, order that the landlord
 - (a) pay the tenant's actual and reasonable moving expenses to his or her new accommodation, and
 - (b) compensate the tenant for additional expenses incurred or that may be incurred by the tenant including, for a period up to 12 months, any increased rent or portion of it that the tenant was obliged or may be obliged to pay.
 - (3) On the written request of a former tenant referred to in subsection (1) (b), the landlord must disclose in writing to that tenant
 - (a) whether or not the residential premises formerly occupied by the tenant have been re-rented within 2 months after the date the tenant vacated them, and
 - (b) the amount of the rent, if any, being paid for those residential premises by a new tenant.
 - (4) The court must not make an order on an application under subsection (2) in the circumstances described in subsection (1) (c) (ii) if the landlord establishes that
 - (a) the landlord did not give the rent increase with the expectation or intention that the tenant would vacate the premises, or

- (b) the landlord's failure to re-rent the premises was a result of a significant change in the rental accommodation market.
- (5) The court may, on application, order that the rent increase be set aside if
 - (a) a landlord increases the rent for a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, and
 - (b) the landlord gave the rent increase with the expectation or intention that the tenant would vacate the manufactured home pad.
- (6) An application under this section must be brought no later than 3 months after, in the case of
 - (a) subsection (1), the date the tenant vacated the premises, or
 - (b) subsection (5), the date the notice of rent increase was given to the tenant.

PART 3 – END OF TENANCY AGREEMENT

Definition and interpretation for Part

- 31** (1) In this Part, “**rental payment period**” means the interval at which rent is payable under a tenancy agreement.
- (2) For the purposes of this Part, if a rental payment period exceeds one month, a notice of the end of the tenancy agreement is sufficiently given if it is given on or before the last day of a calendar month to take effect on the last day of an ensuing calendar month.
- (3) For the purposes of this Part, a rental payment period can begin on any day, but the rental payment period is deemed to begin on the first day of the calendar month following the day the tenant first became entitled to possession of the residential premises, unless
 - (a) the rental payment period is less than one month, or
 - (b) the landlord and tenant otherwise expressly agree.

End of tenancy agreement

- 32** (1) A tenancy agreement is ended only
 - (a) if a notice of the end of the tenancy agreement is given in accordance with this Act,
 - (b) if the tenant has vacated or abandoned the residential premises,
 - (c) on the effective date of an order for possession of the residential premises in favour of the landlord,
 - (d) on the date specified by a court under section 37,
 - (e) if the tenant has elected under section 83 (3) to treat the agreement as ended,

- (f) if it is a fixed term tenancy agreement described in section 9 (2) or (3) and its term has expired, or
 - (g) if, after the tenancy agreement is entered into, the landlord and tenant agree in writing that it is ended.
- (2) Subsection (3) applies to a landlord if
- (a) an agreement under subsection (1) (g) is made respecting a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, and
 - (b) the landlord does not advise the tenant of the tenant's rights under section 38 (11) or 40 (3) before entering into the agreement.
- (3) In the circumstances referred to in subsection (2), on the end of a tenancy agreement under subsection (1) (g), the landlord must pay to the tenant the amount of the tenant's actual and reasonable moving expenses, up to a maximum prescribed amount, without delay, after
- (a) the tenant vacates the premises, and
 - (b) the landlord receives a written account of those expenses.
- (4) Despite subsection (1), a landlord must not regain possession of residential premises unless
- (a) the tenant has vacated or abandoned the premises, or
 - (b) the landlord is acting under the authority of a writ of possession.

Notice of end of tenancy agreement by tenant

- 33 A tenant may give a notice of the end of a tenancy agreement, other than a fixed term tenancy agreement, on or before the last day of a rental payment period to be effective on the last day of an ensuing rental payment period, but the period of notice must be at least one month.

Notice of end of tenancy agreement – end of employment

- 34 (1) A landlord may give a notice under subsection (2) of the end of the tenancy agreement in respect of caretaker's premises if
- (a) a tenant's employment as a caretaker, janitor, manager or superintendent is terminated, and
 - (b) the landlord intends in good faith to give occupancy of the caretaker's premises occupied by that tenant to a new caretaker, janitor, manager or superintendent.
- (2) In the circumstances referred to in subsection (1), the landlord may give a notice of the end of the tenancy agreement in respect of those premises, on or before the last day of a rental payment period to be effective on the last day of an ensuing rental payment period, but the period of notice must be at least one month.

- (3) If the employment of a tenant occupying employment premises is terminated, the landlord may give a notice of the end of the tenancy agreement in respect of those premises, on or before the last day of a rental payment period to be effective on the last day of an ensuing rental payment period, but the period of notice must be at least one month.

Notice of end of tenancy agreement – non-payment of rent

- 35 (1) If a tenant fails to pay rent in accordance with a tenancy agreement, the landlord may, on any day following the day the rent was due, give the tenant a notice of the end of the tenancy agreement to be effective not earlier than 10 days after the date the notice is given.
- (2) A tenant may, within 5 days after receiving the notice given under subsection (1), pay the landlord all the rent due, and in that case the notice of the end of the tenancy agreement is void.
- (3) On application made before or after the 5 days referred to in subsection (2) have expired, a court may extend the time for a tenant to pay all the rent due under a tenancy agreement.
- (4) Subsection (1) does not apply to rent withheld under section 13 (6).

Notice of end of tenancy agreement – for cause

- 36 (1) A landlord may, at any time, give the tenant a notice of the end of the tenancy agreement in accordance with subsection (2) if any one of the following events has occurred:
- (a) the conduct of the tenant, or of a person permitted in or on the residential property or residential premises by the tenant, has resulted in the enjoyment of other occupants in the residential property being unreasonably disturbed;
 - (b) the tenant, or a person permitted in or on the residential property or residential premises by the tenant, has caused extraordinary damages to the residential premises or the residential property;
 - (c) occupancy by the tenant has resulted in the residential property or residential premises being damaged to an extent that exceeds reasonable wear and tear, and the tenant has failed within a reasonable time after the damage occurred to take the necessary steps to repair the damage;
 - (d) the tenant has failed to give, within 30 days after the date he or she entered into a tenancy agreement, the security deposit required under the tenancy agreement;
 - (e) the tenant has knowingly misrepresented the residential property or residential premises to a prospective tenant or purchaser of the residential property or residential premises;
 - (f) the safety or other lawful right or interest of the landlord or other occupant in the residential property has been seriously impaired by an act or omission

- of the tenant or of a person permitted in or on the residential property or residential premises by the tenant;
- (g) the number of persons permanently occupying the residential premises is unreasonable;
 - (h) the tenant has breached a reasonable material term of the tenancy agreement and has failed to rectify the breach within a reasonable time after receiving written notice to do so from the landlord;
 - (i) the tenancy agreement has been frustrated;
 - (j) the residential premises must be vacated to comply with an order by a Provincial, regional or municipal government authority respecting zoning, health, safety, building or fire prevention standards;
 - (k) the tenant has purported to assign or sublet the residential premises without the consent of the landlord.
- (2) A notice of the end of the tenancy agreement given under subsection (1) must be at least one month and is effective on the last day of an ensuing rental payment period.
- (3) Despite subsection (2), if subsection (1) (g) applies because of the placement of a child for adoption or the birth of a child, the notice of the end of the tenancy agreement must be not less than 24 months and is effective on the last day of an ensuing rental payment period.

Early end of tenancy agreement on order

- 37 If one of the events described in section 36 (1) (a), (b) or (f) has occurred in respect of residential premises, and the court considers that it would be inequitable to
- (a) the other occupants of the residential property in which the residential premises are located, or
 - (b) the landlord
- to require the landlord to give the period of notice specified in section 36 (2), a court may, on application,
- (c) order the tenancy agreement to end on a specified date, and
 - (d) grant an order of possession to take effect on or after the date referred to in paragraph (c).

Notice of end of tenancy agreement – landlord use of property

- 38 (1) For the purposes of subsections (2) and (3):
- “**landlord**” means a landlord
- (a) who is an individual who
 - (i) at the time of giving the notice of the end of the tenancy agreement, has a reversionary interest in the residential premises exceeding 3 years, and
 - (ii) holds not less than 1/2 of the full reversionary interest, or

- (b) that is a family corporation that
 - (i) at the time of the giving of the notice of the end of the tenancy agreement, has a reversionary interest in the residential premises exceeding 3 years, and
 - (ii) holds not less than 1/2 of the full reversionary interest;

“purchaser” means

- (a) an individual who, or
 - (b) a family corporation that has agreed to purchase at least 1/2 of the full reversionary interest in residential premises.
- (2) The landlord may give a notice of the end of the tenancy agreement to the tenant under subsection (7) if
- (a) the landlord enters into an agreement in good faith with a purchaser for the sale of residential premises occupied under a tenancy agreement and any conditions precedent in the sale agreement have been satisfied,
 - (b) the purchaser, or in the case of a purchaser that is a family corporation, a person owning voting shares in the family corporation, intends in good faith that he or she or his or her spouse or a child or parent of his or hers or of his or her spouse will occupy the residential premises, and
 - (c) the purchaser requests in writing that the landlord give the tenant of the premises a notice of the end of the tenancy agreement.
- (3) If
- (a) a landlord, or
 - (b) in the case of a landlord that is a family corporation, a person owning voting shares in the family corporation,
- intends in good faith that he or she or his or her spouse or a child or parent of his or hers or of his or her spouse will occupy residential premises occupied under a tenancy agreement, the landlord may give a notice of the end of the tenancy agreement to the tenant under subsection (7).
- (4) If a landlord intends in good faith to occupy or use residential premises for the purpose of
- (a) demolition,
 - (b) converting it into a strata lot under the *Condominium Act*,
 - (c) converting it into residential premises described in section 3 (2) (b),
 - (d) entering into a tenancy agreement for a term exceeding 20 years,
 - (e) converting it, for not less than 6 months, into a use other than residential premises occupied under a tenancy agreement,
 - (f) converting it into caretaker’s premises for not less than 6 months, or

- (g) renovation, if vacant possession of the residential premises is necessary to conduct and perform the renovation,
and the landlord has obtained whatever permits and approvals are required by law to demolish, convert or renovate the residential premises, the landlord may give a notice of the end of the tenancy agreement to the tenant, with the applicable notice period under subsection (7), (8) or (10).
- (5) Before applying to convert or before converting residential premises into a strata lot under the *Condominium Act* or into residential premises described in section 3 (2) (b), a landlord must give notice of the application or intention to each tenant who occupies the premises on the date of application or the forming of the intention and to each prospective tenant who will first occupy the premises after the conversion.
- (6) A landlord must not enter into a tenancy agreement for a term exceeding 20 years before the landlord gives notice of intention to enter into the tenancy agreement to each tenant or prospective tenant who occupies the rental unit under an existing tenancy agreement, if any, and to each tenant or prospective tenant who will first occupy the rental unit under the proposed tenancy agreement.
- (7) A notice of the end of the tenancy agreement under this section must be at least 2 months to be effective on the later of
- (a) the last day of an ensuing rental payment period, or
 - (b) if the tenancy agreement has a predetermined expiry date, the predetermined date.
- (8) If a landlord in good faith intends to demolish residential premises and the municipality within which the premises are located has, by bylaw, established a notice period of at least 2 and not more than 6 months, that period is, despite subsection (7), the minimum notice period for the purposes of the notice.
- (9) For the purposes of subsection (8), “municipality” includes
- (a) the City of Vancouver, and
 - (b) in respect of any electoral area that is not itself a municipality, the regional district within which the electoral area is located.
- (10) Despite subsections (7) and (8), if a landlord gives a notice of the end of the tenancy agreement under this section respecting a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, the period of notice must be at least 12 months.
- (11) On the end of a tenancy agreement under subsection (10), the landlord must pay to the tenant the amount of the tenant’s actual and reasonable moving expenses, up to a maximum prescribed amount, without delay, after
- (a) the tenant vacates the premises, and
 - (b) the landlord receives a written account of those expenses.

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Compensation respecting section 38 notices

- 39** (1) A court may make an order under subsection (2) if a tenant who has vacated residential premises after being given a notice of the end of the tenancy agreement under
- (a) section 38 (2) establishes, on application, that the purchaser or, in the case of a purchaser that is a family corporation, a person owning voting shares in the family corporation, his or her spouse or a child or parent of his or hers or of his or her spouse did not occupy the premises as a residence for a period of at least 6 months beginning within a reasonable time after the effective date of the notice of the end of the tenancy agreement,
 - (b) section 38 (3) establishes, on application, that the landlord or, in the case of a landlord that is a family corporation, a person owning voting shares in the family corporation, his or her spouse or a child or parent of his or hers or of his or her spouse did not occupy the premises as a residence for a period of at least 6 months beginning within a reasonable time after the effective date of the notice of the end of the tenancy agreement, or
 - (c) section 38 (4) or (8) establishes, on application, that the landlord did not actually occupy or use the residential premises for a specified and permitted purpose or the required period of time.
- (2) In the circumstances referred to in subsection (1), a court may order that the purchaser, in a matter under section 38 (2), or the landlord, in a matter under section 38 (3), (4) or (8),
- (a) pay the tenant's actual and reasonable moving expenses to his or her new accommodation, and
 - (b) compensate the tenant for additional expenses incurred or which may be incurred by the tenant including, for a period up to 12 months, any increased rent or portion of it that the tenant was obliged or may be obliged to pay.
- (3) The court must not make an order under subsection (2) if the purchaser or landlord, as the case may be, establishes that he or she intended, in good faith, at the time of giving the notice of the end of the tenancy agreement, to occupy the premises for the purpose specified in the notice.
- (4) If a landlord gives notice for a reason specified in section 38 (4) with a notice period specified in section 38 (7) or (8), the landlord must pay to the tenant the greater of
- (a) the tenant's actual and reasonable moving expenses to the new accommodation up to a maximum equal to one month's rent, or
 - (b) if proceedings are brought under subsections (1) and (2), the amount ordered by the court.
- (5) An application under subsections (1) and (2) must be brought no later than 9 months after the effective date of the notice of the end of the tenancy agreement.

Notice of end of tenancy agreement – reasonable cause

- 40** (1) If a tenant has given reasonable cause to end a tenancy agreement in circumstances other than those described in section 35 or 36, a landlord may give the tenant a notice of the end of the tenancy agreement to be effective on the last day of an ensuing rental payment period but the period of notice must be at least 2 months.
- (2) Despite subsection (1), if a landlord gives a notice of the end of the tenancy agreement under subsection (1) respecting a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, the period of notice must be not less than 6 months.
- (3) On the end of a tenancy agreement under subsection (2), the landlord must pay to the tenant the amount of the tenant's actual and reasonable moving expenses, up to a maximum prescribed amount, without delay, after
- (a) the tenant vacates the premises, and
 - (b) the landlord receives a written account of those expenses.

Early notice by tenant

- 41** If a landlord gives a tenant a notice of the end of a tenancy agreement under section 38, the tenant may, at any time during the period of notice,
- (a) give to the landlord at least 10 days' written notice of a date for the end of the tenancy agreement that is earlier than that specified by the landlord, and
 - (b) pay the landlord, on the date the notice is given under paragraph (a), the proportionate amount of rent due up to the date of the end of the tenancy agreement as specified in that notice.

Form of notice of end of tenancy agreement

- 42** (1) A notice of the end of a tenancy agreement must
- (a) be in writing and signed by the landlord or tenant giving the notice,
 - (b) specify the date the tenancy agreement ends,
 - (c) identify the residential premises concerned,
 - (d) if the notice is given by a landlord under section 34, 36, 38 or 40,
 - (i) specify the reasons for, and particulars of, the end of the tenancy agreement, and
 - (ii) advise the tenant of the right to dispute the notice under section 44, and
 - (e) if the notice is given by a landlord under section 35, advise the tenant of the right to dispute the notice under section 44, and specify

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- (i) the amount of unpaid rent,
 - (ii) the right of the tenant under section 35 (2) to pay to the landlord all the rent due within 5 days after receiving the notice,
 - (iii) the right of the tenant to apply to the court under section 35 (3) for an extension of time to pay, and
 - (iv) that
 - (A) if the tenant does not pay the rent within the 5 day period referred to in section 35 (2) or obtain a court order extending the time for payment under section 35 (3), the tenancy agreement is ended on the date specified in the notice, and
 - (B) if the tenant pays the rent within the 5 day period, the notice is void under section 35 (2).
- (2) Subject to subsection (3) and section 43, a notice of the end of the tenancy agreement given by
- (a) a landlord is void unless it is in the prescribed form, and
 - (b) a tenant may be in any form as long as it otherwise complies with this Act.
- (3) A court may make an order under subsection (4) if
- (a) a landlord or tenant is given a notice of the end of the tenancy agreement that fails to comply with subsection (1) (b) to (e) or (2), and
 - (b) a court considers that
 - (i) the person receiving the notice knew or ought to have known the information that should have been included in it, and
 - (ii) it is reasonable in the circumstances.
- (4) In the circumstances referred to in subsection (3), the court may, on application, order the defective notice amended in a manner and subject to conditions the court may specify, and, on the order being made, the notice is deemed to have complied with this section at the time it was given.

Incorrect notice of end of tenancy agreement

- 43** If a landlord or tenant gives a notice of the end of the tenancy agreement that is otherwise in accordance with this Act except that the notice specifies
- (a) an effective date that is earlier than permitted by this Act, the notice is deemed to be effective on the earliest date permitted under this Act,
 - (b) an effective date, other than the last or first day of a rental payment period, that is a date later than the earliest date permitted under this Act, the notice is deemed to be effective on the last day of the rental payment period in which the notice was specified to be effective, or
 - (c) the effective date as the day after the last day of a rental payment period, the notice is deemed to be effective on the last day of the rental payment period preceding the effective date specified in the notice.

Dispute of notice of end of tenancy agreement

- 44** (1) A tenant may apply to a court for an order setting aside a notice of the end of the tenancy agreement given or purportedly given under this Act.
- (2) An application under subsection (1) must be made, if the notice was given
- (a) under section 35, within 5 days after the date the notice was given to the tenant,
 - (b) under section 34 or 36, within 10 days after the date the notice was given to the tenant, or
 - (c) under section 38 or 40, within 15 days after the date the notice was given to the tenant.
- (3) A court may, on application brought before or after the time period referred to in subsection (2) has expired, extend the time within which a tenant may bring an application under subsection (1).
- (4) If a tenant does not bring an application to dispute a notice under subsection (1), the tenant is conclusively deemed to have accepted the end of the tenancy agreement on the effective date of the notice of the end of the tenancy agreement.

Similar disputes – courts

- 45** (1) If an application under section 44 (1) is made to a court and the court considers that other applications under that section, or other applications that may be made under that section, raise substantially similar issues in substantially similar circumstances, the court may make one or more of the following orders in order to allow the issues to be effectively and efficiently heard and decided by the court:
- (a) an order that time be extended under section 44 (3) for the purpose of allowing applications by other persons under section 44 (1) to be made;
 - (b) an order that the hearing of the other applications under section 44 (1) be deferred until this representative application is heard and decided;
 - (c) an order that 2 or more applications under section 44 (1) be heard and decided jointly;
 - (d) an order that other arrangements the court considers appropriate be made.
- (2) A court may make an order under subsection (1)
- (a) on application by any person before the date of the hearing of the application under section 44 (1), or
 - (b) by motion at the hearing of an application under section 44 (1).

Order of possession for landlord

- 46** (1) A landlord may apply to a court for an order of possession of residential premises
- (a) at the hearing of an application under section 37 or 44 (1),
 - (b) at any time after

- (i) a notice of the end of the tenancy agreement has been given respecting the residential premises, and
 - (ii) the earlier of
 - (A) the applicable time period specified under section 44 (2) has expired, and
 - (B) an application has been filed under section 44 (2), or
 - (c) at any time after a tenancy agreement has been ended under section 32 (1) (e), (f) or (g).
- (2) A court may grant an order of possession under subsection (1), before or after the date when the tenant is required to vacate the residential premises, to be effective on the date specified in the order.

Order of possession for tenant

- 47 (1) A tenant may apply to a court for an order of possession of residential premises.
- (2) A court may grant an order of possession under subsection (1), before or after the beginning of the term of a tenancy agreement, to be effective on the date specified in the order, but the date specified in the order must not be earlier than the date of the beginning of the term of the tenancy agreement.

PART 4 – TENANCY AGREEMENT ARBITRATIONS**Landlord and tenant designation of arbitrator**

- 48 (1) A landlord and tenant may, by agreement, designate an arbitrator to conduct an arbitration of an application referred to in section 18 (1).
- (2) An agreement under subsection (1) is unenforceable if the landlord requires the tenant or the tenant requires the landlord to reach the agreement
- (a) as a condition to entering into a tenancy agreement, or
 - (b) as a term of a tenancy agreement.

Application to registrar to designate arbitrator

- 49 (1) If a landlord and tenant do not designate an arbitrator under section 48 (1), either the landlord or the tenant may apply to the registrar to designate an arbitrator.
- (2) An application to the registrar must
- (a) give full particulars of the matter being submitted to arbitration,
 - (b) be in the prescribed form, and
 - (c) be accompanied by the prescribed fee.
- (3) The registrar may waive the requirement under subsection (2) (c) if the registrar considers that the applicant cannot reasonably afford to pay the fee.

- (4) The applicant must give a copy of the application under subsection (2) to the landlord or tenant, as the case may be, within 3 days of making the application.
- (5) Subject to subsection (6), on receiving an application under subsection (1), the registrar or a person authorized by the registrar must
 - (a) designate an arbitrator from among the arbitrators appointed under section 51 (1), and
 - (b) specify the time, date and place of the arbitration hearing.
- (6) On the recommendation of the registrar, the minister may designate an employee under the *Public Service Act* to conduct an arbitration of a specific matter referred to the registrar under subsection (1).

Registrar's authority respecting arbitrations

- 50**
- (1) The registrar may establish rules of procedure for the conduct of arbitrations under this Act.
 - (2) The registrar or a person authorized by the registrar may publish decisions of arbitrators or otherwise make them available to the public and to arbitrators.

Arbitrators appointed by minister

- 51**
- (1) The minister may appoint arbitrators who may be designated by the registrar under section 49 (5) to conduct arbitrations under section 18 (1).
 - (2) Arbitrators appointed under subsection (1) may be paid remuneration in the amount and manner specified by the minister and must be reimbursed for any actual and reasonable travelling and living expenses incurred in the performance of their duties.
 - (3) An arbitrator appointed under subsection (1) is not an employee under the *Public Service Act*, *Public Service Labour Relations Act* or the *Labour Relations Code*.

Similar disputes – arbitration

- 52.**
- (1) An arbitrator may make an order under subsection (2) if the arbitrator is designated to conduct an arbitration of an application referred to in section 18 (1) and
 - (a) all parties to the arbitration give consent in writing to the making of an order under this section, and
 - (b) other landlords or tenants, who are not parties to the arbitration but whose disputes raise substantially similar issues in substantially similar circumstances, agree in writing to be bound by the arbitration decision.
 - (2) In the circumstances referred to in subsection (1), the arbitrator may order that
 - (a) only one fee prescribed under section 49 (2) (c) be paid in respect of the arbitration proceeding,

Section 53

- (b) landlords or tenants referred to in subsection (1) (b) are parties to and are bound by the outcome of the arbitration, and
 - (c) the hearing of other arbitrations under this Part respecting landlords or tenants referred to in subsection (1) (b) are deferred until the arbitration is heard and decided.
- (3) An arbitrator may make an order under subsection (2)
- (a) on application by any person before the date set for the start of the arbitration hearing, or
 - (b) on the motion of any person at the arbitration hearing.
- (4) If the matters to be determined in 2 or more arbitrations are related and it is reasonable that these matters be heard jointly, the registrar may order that the arbitrations be heard jointly.
- (5) If an order is made under subsection (3) or (4), the registrar may order that only one fee prescribed under section 49 (2) (c) be paid in respect of the arbitrations heard jointly.

Assisting parties to a dispute

- 53 In addition to other powers and duties under this Act, the registrar and the persons working under the registrar's supervision may
- (a) give a landlord or a tenant information about rights and duties under this Act, or
 - (b) assist landlords and tenants to resolve any dispute that can be or has been referred to an arbitrator under this Act.

Power and authority of arbitrator

- 54
- (1) Despite any other provision of this Act, an arbitrator may refuse to conduct a hearing if the arbitrator considers the matter is frivolous, vexatious, trivial or has not been initiated in good faith.
 - (2) An arbitrator may exercise the jurisdiction of a court under section 85 (5) if the arbitrator is satisfied that none of the parties who may be affected by his or her decision or order have made an agreement under section 18 (7).
 - (3) An arbitrator may make an order under section 88 (5).
 - (4) An arbitrator may make any finding of fact or law that is necessary or incidental to the making of a decision or order under this Act.

Procedure

- 55
- (1) In a matter before an arbitrator, the arbitrator
 - (a) may conduct the hearing in the manner he or she considers necessary, subject to rules of procedure, if any, established by the registrar under section 50,

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- (b) must make his or her decision on the merits of the matter and is not bound by legal precedent,
 - (c) may receive and accept, on oath, affidavit or otherwise, the evidence or information he or she considers necessary and appropriate whether or not the evidence or information would be admissible in a court,
 - (d) must give the decision in writing and with reasons,
 - (e) may, before or after the 3 days referred to in section 49 (4) have expired, make an order extending the time for an applicant to give a copy of the application to the landlord or tenant, as the case may be,
 - (f) may, with the consent of the parties to the arbitration, hear a related matter over which he or she has jurisdiction under this Act, at the same time as the matter in respect of which he or she was designated an arbitrator, and may, in that event, order that section 49 or any part of it does not apply to that related matter,
 - (g) may, with or without a hearing, on the arbitrator's own initiative or on the request of a party to the arbitration, correct a typographical, arithmetical or other similar error in the arbitrator's decision or order, and
 - (h) may, with or without a hearing, on the arbitrator's own initiative or on the request of a party, but in either case within 15 days after the decision, order or written reasons are given,
 - (i) clarify the decision, order or reasons, or
 - (ii) deal with an issue that was presented in the application and that was inadvertently omitted from the decision, order or reasons.
- (2) On the request of a party to an arbitration or on the arbitrator's own initiative, the arbitrator may amend the application in order to correct a mistake, error or omission.
- (3) For the purposes of this section, a hearing may include a submission
- (a) made orally, including by telephone, or
 - (b) made in writing,
- but another party to the hearing must be given an opportunity, at that or a later time and in the manner the arbitrator considers appropriate, to rebut the submission.
- (4) On an application under section 11, an arbitrator may make an interim order.
- (5) On an application respecting the occupation of a room or premises in a hotel, an arbitrator may make an interim order that the individual occupying that room or premises is a hotel tenant occupying residential premises under a tenancy agreement and the person applying for the order is not required to give notice of the application to any person.
- (6) A party to a hearing may be represented by an agent or by a barrister and solicitor.
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Section 56

- (7) An arbitrator may order a party to an arbitration to bear all or any part of the cost of the fee under section 49.
- (8) If an arbitrator orders a party to an arbitration to pay any monetary amount or to bear all or any part of the cost of the fee under section 49, the amount or cost may be deducted from
 - (a) in the case of a payment in favour of a tenant, any rent due to the landlord, or
 - (b) in the case of a payment in favour of a landlord, any security deposit due to the tenant.
- (9) A request to an arbitrator under subsection (1) (g) or (h) by a party to an arbitration may be made without notice to any other party, but the arbitrator may require that another party be given notice.
- (10) An arbitrator must not exercise a power under subsection (1) (g) or (h) unless the arbitrator considers it just and reasonable to do so in all the circumstances.

Summons to testify

- 56
- (1) An arbitrator may, at the request of a party to the hearing or on the arbitrator's own motion, summon and enforce the attendance of witnesses and compel them to give evidence on oath and to produce the records and things the arbitrator considers necessary to a full consideration of matters before the arbitrator, in the same manner as the Supreme Court.
 - (2) The failure or refusal of a person on the summons of an arbitrator to attend, to take an oath, to answer questions or to produce the records and things in his or her custody or possession makes the person, on application to the Supreme Court, liable to be committed for contempt as if in breach of an order or judgment of the Supreme Court.

Decision

- 57
- (1) The decision or order of an arbitrator must be given without delay and, in any event,
 - (a) within 10 days after the hearing under section 27, and
 - (b) within 30 days after the hearing for a matter not described by paragraph (a).
 - (2) Despite subsection (1), an award under section 27 must be made within a total of 90 days from the giving of notice under section 24 (3) plus the number of days of extension granted under section 27 (3) (a) or (b).
 - (3) A decision or order of the arbitrator is binding on the parties.
 - (4) A decision or order of an arbitrator may be filed in the Supreme Court and, on being filed, has the same force and effect, and proceedings may be taken on it, as if it were an order of the court.

- (5) A decision or order of
- (a) an arbitrator in respect of a monetary amount or the return of personal property, or
 - (b) the registrar under section 22
- may be filed in the Provincial Court if the amount required to be paid under the decision or order, or the value of the personal property, is \$10 000 or less excluding interest and costs, and on being filed the decision or order has the same effect, and proceedings may be taken on it, as if it were an order of the court.
- (6) Without limiting subsection (5), if an order is filed in the Provincial Court under that subsection and it was made in the absence of a party, a judge may, on application of the absent party, change or cancel the order to the same extent as if the order had been made by a judge in the absence of a party.
- (7) A decision or order of an arbitrator may not be filed in a court until the expiry of the time limit for application for leave to review under section 61.
- (8) A decision or order of an arbitrator may not be filed in court while it is suspended under section 62 (6).
- (9) Despite subsection (4), a decision or order filed in a court under that subsection may not be appealed from.

Commercial Arbitration Act does not apply

- 58** The *Commercial Arbitration Act* does not apply to an arbitration under this Act.

Arbitration review panel

- 59** (1) The Arbitration Review Panel is continued to review decisions and orders of arbitrators under this Act.
- (2) The minister must appoint no fewer than 3 individuals as members of the review panel for terms not to exceed 3 years and must designate one member as chair.
- (3) The minister may set the remuneration, if any, to be paid to the members of the review panel and must reimburse a member for reasonable expenses necessarily incurred by the member in the performance of the member's duties.

Application for leave to review an arbitrator's decision or order

- 60** (1) A party to an arbitration may apply to the review panel for leave to have a review hearing under section 63 in order to determine if the order or decision of the arbitrator should be set aside.
- (2) An application under subsection (1)
- (a) must be made in the form and manner approved by the chair of the review panel, and
 - (b) may be made without notice to any other party.

Section 61

- (3) The chair of the review panel must hear the application or appoint another member of the panel to hear the application.

Time limits for application for leave

- 61 (1) On an application under section 60, a party must make the application in respect of a decision or order of an arbitrator that relates to
 - (a) sections 37, 46 and 47, within 2 days after a copy of the decision or order is received by the party,
 - (b) section 44, within 5 days after a copy of the decision or order is received by the party, and
 - (c) any other section, within 15 days after a copy of the decision or order is received by the party.
- (2) If a review panel member considers it appropriate to do so, he or she may extend the time for making an application under subsection (1) or for taking any steps in any procedures of the review panel.

Decision on application for leave

- 62 (1) On an application for leave for a review hearing
 - (a) an applicant must submit his or her case to the review panel in writing, and
 - (b) the review panel member who hears the application may grant or refuse to grant leave based on the written submission of the applicant alone or on the written submission and other communication with the applicant.
- (2) On an application for leave for a review hearing, the review panel member must grant leave if satisfied that the application discloses reasons that, if uncontradicted, satisfy the requirements under section 63 to set aside the decision or order of the arbitrator.
- (3) On an application for leave for a review hearing, the review panel member may refuse to grant leave if satisfied that the application
 - (a) discloses no requirement under section 63 to set aside the decision or order of the arbitrator, or
 - (b) is frivolous, vexatious, trivial or has not been initiated in good faith.
- (4) The review panel member must give a written decision within the time prescribed, if any, and, if granting leave, must set out in the decision
 - (a) the time and place of the review hearing, or
 - (b) the means by which the parties may learn the time and place of the review hearing.
- (5) Subject to the regulations, if leave is granted an applicant party must serve a copy of a decision of the review panel member under this section on the other party or parties to the arbitration in the prescribed time and manner or as otherwise ordered by the review panel.

- (6) On receiving an application for leave made under this section, the review panel member may order, if the review member panel considers it appropriate to do so in the circumstances, that the decision or order to be reviewed be suspended with or without conditions until the review has been completed and a decision given to the parties.

Review hearing

- 63 (1) If leave is granted for a review hearing, the review panel must give all parties to the review an opportunity to be heard.
- (2) The review panel must set aside the decision or order and may refer it back, with or without directions, to the original arbitrator for reconsideration or to another arbitrator for a new hearing if the review panel is satisfied that
- (a) a party
 - (i) was unable to attend the original hearing due to circumstances that could not be anticipated and that were beyond his or her control,
 - (ii) has new and relevant evidence that was not available at the time of the original hearing, or
 - (iii) was not given an adequate opportunity to be heard at the original hearing,
 - (b) the arbitrator who held the original hearing
 - (i) was biased or appeared to be biased, or
 - (ii) exceeded his or her powers, or
 - (c) the arbitrator's decision or order was obtained by fraud.
- (3) The review panel must confirm the decision or order of the arbitrator if satisfied that the requirements for setting it aside have not been met.
- (4) A party to a review hearing may be represented by a lawyer or agent.
- (5) If the review panel considers it appropriate to do so, the review panel may, with respect to matters under subsection (2) (a) (iii) or (b), permit an arbitrator to appear before it or make written representations to it.
- (6) The arbitrator appearing before the review panel under subsection (5) may be represented by a lawyer or agent.
- (7) If the applicant fails to supply the review panel with a required document or fails to attend the hearing, the review panel may dismiss the review.
- (8) The review panel
- (a) has the power of an arbitrator under sections 55 (1) (c) and (g) and (3) and 56, and
 - (b) may establish its own rules of procedure, subject to the regulations.

- (9) The chair of the review panel must appoint the prescribed number of panel members to preside over a review hearing, and the appointed members have the power and duties of the review panel for the purposes of the hearing.

Review panel decisions

- 64** (1) After a review hearing, the review panel must give its written decision with reasons without delay and, in any event, not later than 30 days after the later of
- (a) the final documentary submission to the review panel, and
 - (b) the end of any scheduled hearing before the review panel.
- (2) The decision of the review panel is final and binding on the parties.
- (3) The registrar or a person authorized by the registrar may publish or otherwise make available to the public or to arbitrators any decisions of the review panel.

PART 5 – MANUFACTURED HOME PARK RULES AND DISPUTE RESOLUTION

Application of this Part

- 65** This Part applies to the rental of a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement.

Local park committee

- 66** (1) In this section, “**park**” means a location at which a landlord rents or offers to rent one or more manufactured home pads.
- (2) The landlord and tenants of a park may establish, as prescribed, a local park committee consisting of representatives of the landlord and the tenants.
- (3) The representatives of the tenants and of the landlord on a local park committee must be chosen, and the local park committee must conduct itself, in accordance with the regulations.
- (4) The local park committee may, subject to the regulations, make rules that govern the operation of the park and that are not contrary to this or any other enactment.
- (5) When rules are made under subsection (4), they are the rules in effect in the park and any other rules are ineffective.
- (6) Rules made by a local park committee may be changed, repealed or replaced by the local park committee in accordance with the regulations.
- (7) If there are no valid rules in force made by a local park committee to govern the operation of a park and if standard manufactured home park rules have been published under section 68 (2), the standard manufactured home park rules are the rules in effect in the park and any other rules are ineffective.

- (8) The local park committee may, subject to the regulations, assist a landlord and tenant of a park to reach a voluntary resolution of a dispute arising from
- (a) rules governing the operation of the park,
 - (b) a rent increase, or
 - (c) other park issues.

Manufactured Home Park Dispute Resolution Committee

- 67** (1) The minister may establish a Manufactured Home Park Dispute Resolution Committee.
- (2) The minister may appoint, for a term not exceeding 3 years,
- (a) the chair of the dispute resolution committee, and
 - (b) vice chairs of the dispute resolution committee.
- (3) Neither a tenant of nor an owner of a manufactured home park is eligible to be appointed under subsection (2).
- (4) The minister may
- (a) set the remuneration, if any, to be paid to the chair and vice chairs and must reimburse the chair and vice chairs for reasonable expenses necessarily incurred by them in the performance of their duties, and
 - (b) appoint members of the dispute resolution committee, other than the chair and vice chairs, for terms not exceeding 3 years, provided that 1/2 of them are owners of and 1/2 of them are tenants of manufactured home parks.

Guidelines, recommendations and other information

- 68** (1) On the request of the minister, the dispute resolution committee must provide the minister with reports, information, guidelines or recommendations respecting issues arising out of the renting of manufactured home pads, including, but not limited to, the following:
- (a) recommended terms for standard tenancy agreements;
 - (b) recommended standard manufactured home park rules;
 - (c) for the purposes of section 17 (2), recommended criteria for withholding consent to assign or sublet a tenancy agreement;
 - (d) guidelines for
 - (i) increases in rent, or
 - (ii) levels of service respecting manufactured home pads.
- (2) The minister may publish any report, information, guideline or recommendation made or provided under subsection (1).

Application for dispute resolution

- 69** (1) A tenant or landlord of a manufactured home pad may apply for mediation of a dispute between them by filing an application for mediation with the dispute

resolution committee in the form and manner required by the committee, and by paying the prescribed fee, if any.

- (2) The party applying for mediation must include with the application the names and addresses of the other parties and must notify the other parties of the application and the grounds for the application, in the form and manner required by the dispute resolution committee.
- (3) The chair of the dispute resolution committee must appoint a dispute resolution subcommittee to mediate a dispute between a tenant of a manufactured home pad and the landlord if the subject matter of the dispute could be referred to an arbitrator under section 18 (1).
- (4) Despite subsection (3), the chair of the dispute resolution committee must refuse to appoint a dispute resolution subcommittee if satisfied that
 - (a) a local park committee is currently assisting the parties to reach a voluntary resolution of the dispute,
 - (b) the application discloses no grounds for the appointment of a subcommittee,
 - (c) the matter is frivolous, vexatious, trivial or has not been initiated in good faith, or
 - (d) the dispute is properly before or has been decided by an arbitrator or a court.
- (5) Despite section 18, an agreement under section 18 (7) does not prevent the chair of the dispute resolution committee from appointing a dispute resolution subcommittee or otherwise prevent a dispute from being mediated under this Part.
- (6) The chair of the dispute resolution committee must give written notice of a decision appointing or refusing to appoint a dispute resolution subcommittee.
- (7) The dispute resolution subcommittee must consist of
 - (a) one member who is a tenant, one who is a landlord and either the chair or a vice chair of the dispute resolution committee who must act as chair of the subcommittee, or
 - (b) the chair or one vice chair.
- (8) Tenants or landlords of manufactured home pads who have disputes that raise substantially similar issues in substantially similar circumstances may apply to the chair of the dispute resolution committee, in the form and manner required by the chair,
 - (a) for the appointment of a dispute resolution subcommittee to mediate their disputes at the same time, or
 - (b) to join a mediation being conducted by a dispute resolution subcommittee if the dispute being mediated and the dispute of the applicants raise substantially similar issues in substantially similar circumstances.

- (9) The chair of the dispute resolution committee may grant the application under subsection (8) if satisfied that
- (a) the disputes raise substantially similar issues in substantially similar circumstances, and
 - (b) it is appropriate to do so having regard to all the circumstances.

Time suspended

- 70** A time period under this Act that would otherwise apply to a landlord or a tenant is suspended with respect to a matter being mediated under this Part from the time the dispute resolution committee receives an application for a mediation from the landlord or tenant accompanied by the prescribed fee and does not begin to run again until written notice is given under section 69 (6) or 71 (2), (3) (b) or (6).

Dispute resolution

- 71**
- (1) The dispute resolution subcommittee must assist the parties to enter into a written agreement that resolves the dispute.
 - (2) If at any time during mediation the subcommittee is satisfied that the parties have entered into a written agreement resolving the dispute, the dispute resolution subcommittee must end the mediation by giving written notice to that effect to the parties.
 - (3) If within 30 days after the application for mediation is filed under section 69 (1) the dispute resolution subcommittee is satisfied that the parties have failed to enter into a written agreement resolving the dispute, the dispute resolution subcommittee must promptly give the parties a written notice
 - (a) containing a recommendation for ending the dispute, or
 - (b) ending the mediation without a recommendation.
 - (4) The 30 day time limit under subsection (3) may be extended by agreement of the parties and the dispute resolution subcommittee.
 - (5) The recommendation of the dispute resolution subcommittee is deemed to be the agreement of the parties unless, within 2 weeks after being given the recommendation, the dispute resolution subcommittee receives written notice from a party that the party rejects the recommendation.
 - (6) The dispute resolution subcommittee must give written notice to the parties as to whether or not the recommendation is deemed to be the agreement under subsection (5).

Order to comply with agreement

- 72** (1) A party to an agreement that resolves a dispute under mediation or that is deemed to be an agreement under section 71 (5) may apply to a court for an order requiring another party to the agreement to comply with the agreement.

Section 73

- (2) On an application under subsection (1), the court may order a party to comply with the agreement.
- (3) If an application is before an arbitrator under this section and section 18, the arbitrator may order a party to comply with the agreement.
- (4) An order under this section may contain terms respecting costs, expenses, remuneration and any other necessary matters.
- (5) This section does not affect any right of a party to bring a proceeding for breach of contract.

Dispute involving rent increase

- 73
- (1) A dispute over the amount of a rent increase may be mediated under section 69 only if the rent increase notice under section 24 is given on or after October 1, 1992.
 - (2) In determining the appropriate amount of a rent increase, the dispute resolution subcommittee must apply the guidelines for rent increases, if any, that have been published by the minister under section 68 (2).

Powers of dispute resolution subcommittee

- 74
- With respect to a dispute over the amount of a rent increase, a dispute resolution subcommittee has the powers of an arbitrator under section 56.

Arbitration excluded

- 75
- A landlord or tenant may not apply for arbitration of a dispute if a dispute resolution subcommittee is mediating the dispute.

Conflict of interest

- 76
- A person must not act as a member of a dispute resolution subcommittee if the person has or appears to have an interest in the matter being mediated.

Notice

- 77
- A notice that is required to be given by the dispute resolution committee or subcommittee may be given in accordance with section 86 or in a prescribed manner.

PART 6 – GENERAL**Application of other legislation**

- 78
- (1) Unless inconsistent with this Act, sections 11 to 13 and 29 of the *Commercial Tenancy Act* apply to residential premises and tenancy agreements.
 - (2) The *Frustrated Contract Act* and the doctrine of frustration of contract apply to tenancy agreements.

- (3) Subject to sections 46 and 47, if this Act conflicts with the *Statute of Frauds* or the *Land Title Act*, the *Statute of Frauds* or the *Land Title Act*, as the case may be, applies.

Common law applies

- 79** (1) Except as modified or varied by this Act or the regulations, the common law respecting landlord and tenant applies.
- (2) Subsection (1) does not apply to a landlord and tenant if the tenant is a hotel tenant.

Application of certain principles

- 80** (1) Despite any other Act, the common law or an agreement to the contrary, a landlord must not distrain for default in the payment of rent.
- (2) Despite the common law or an agreement to the contrary, a landlord must not seize personal property of a tenant in satisfaction of a claim or demand unless the seizure is made under an order of a court or the authority of an enactment.
- (3) Even though a tenant does not take possession of residential premises, rights under a tenancy agreement are capable of taking effect from the date specified in the tenancy agreement as the beginning of the term of the tenancy agreement.
- (4) If a landlord or tenant who is a party to a tenancy agreement contravenes this Act, he or she is liable to compensate the other party to the tenancy agreement for loss suffered by the other party as a result of the contravention.
- (5) If 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 entitled to claim damages has a duty to mitigate his or her damages.
- (6) Without limiting subsection (5), if a tenant ends 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 again rent the residential premises at a reasonably economic rent.
- (7) If a landlord or tenant gives notice of the end of the tenancy agreement in accordance with this Act and the tenant continues to occupy the residential premises after the date on which the notice is effective, the landlord may claim from the tenant compensation for the period the tenant continues to occupy the residential premises.
- (8) If a landlord is entitled to claim compensation under subsection (7) and a person brings proceedings against the landlord to enforce a right to possess the residential premises occupied by the tenant, the landlord may add the tenant as a third party to the proceedings.

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- (9) A person having rent in arrears or due on a lease or demise for life or lives may recover those arrears or that rent as if the rent were due and received on a lease for years.
- (10) The obligations of a landlord under sections 20 to 23 run with the land or reversion.
- (11) Covenants touching and concerning the residential property run with the land or reversion whether or not the things are in existence at the time of the demise.

Discrimination by source of income prohibited

- 81** (1) A landlord must not discriminate against a tenant or prospective tenant based on a lawful source of income.
- (2) Contravention of subsection (1) is discrimination under section 10 of the *Human Rights Code* and a person who alleges that he or she has been discriminated against on this basis may file a complaint under section 21 of the *Human Rights Code*.

Claim for return of personal property

- 82** (1) A tenant may apply to the court for an order that the landlord must return personal property that has been seized contrary to section 80 (1) or (2).
- (2) If the current value of the personal property is greater than \$10 000, section 18 (1) does not apply for the purposes of subsection (1) of this section.

Material terms

- 83** (1) Subject to subsections (2) and (3) or to any other provision of this Act to the contrary, the common law rules respecting the effect of the breach of a material term by one party to a contract on the obligation to perform by the other party apply to a tenancy agreement.
- (2) Except as otherwise provided in this Act, a tenant must not refuse to pay rent merely because of a breach by a landlord of a material term in a tenancy agreement.
- (3) If a landlord breaches a material term in a tenancy agreement, the tenant may elect to treat the tenancy agreement as ended, but the agreement is not ended until the tenant advises the landlord that the tenant has so elected.
- (4) A term, whether or not it is a material term, and a condition respecting residential premises or residential property contained in a tenancy agreement, is enforceable by or against a person in possession of, and a 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.

Monetary claims

- 84 (1) Subject to any applicable limitation period and to subsection (2), a landlord or tenant may commence an action or claim in debt or for damages against the other party in respect of a right or obligation under this Act or a tenancy agreement.
- (2) An action or claim in debt or for damages that was not commenced in the Provincial Court before August 1, 1989 and that arises out of a right or obligation under this Act or a tenancy agreement, may not be brought in the Provincial Court.

Court proceedings

- 85 (1) Subject to section 18 (1), the Supreme Court may make an order respecting a right or obligation under this Act or a tenancy agreement.
- (2) Subject to sections 18 (1) and 84 (2), the Provincial Court may make an order respecting a right or obligation under this Act or a tenancy agreement but must not make an order
- (a) in respect of a matter exceeding the monetary limit specified under the *Small Claims Act*,
 - (b) granting injunctive relief to a landlord or tenant, or
 - (c) for possession or occupation of residential premises.
- (3) Except as otherwise agreed by the parties, a court proceeding under this Act or in respect of a tenancy agreement must be brought in the court registry nearest to where the residential premises are located.
- (4) Despite any other enactment, no order of a court in a proceeding involving a foreclosure, estate, matrimonial dispute or other proceeding that affects the possession of residential premises is enforceable against a tenant of the residential premises unless the tenant was made a party to the proceeding.
- (5) If 2 or more persons have a common interest in respect of a matter before a court, the court may permit one or more of those persons to appear and be heard on behalf of, or for the benefit of, those others who have a common interest.
- (6) Despite any rules of court or any other enactment, if a court proceeding is brought under this Act or in respect of a tenancy agreement, a document respecting that proceeding may be served in accordance with section 88.

How to serve documents in an arbitration of a monetary claim

- 86 (1) If, in an arbitration of a monetary claim, a notice, document, order or process is required or permitted to be served, it must be served
- (a) on a landlord
 - (i) by serving it personally on the landlord or the landlord's agent, or
 - (ii) by sending it by registered mail to the landlord or the landlord's agent,

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- (b) on a tenant
 - (i) by serving it personally on the tenant, or
 - (ii) by sending it by registered mail to the tenant at the address where the tenant resides, or
 - (c) as ordered by an arbitrator.
- (2) Section 88 (4) (b) applies to service of a notice, document, order or process by registered mail under this section.

Service of documents under sections 24 and 25

- 87 (1) A document required to be served under sections 24 and 25 must be served as ordered by an arbitrator or the court or, if no order respecting service is made, it must be served
- (a) on the landlord by
 - (i) serving it personally on the landlord or the landlord's agent, or
 - (ii) sending it by registered mail to the landlord or the landlord's agent, or
 - (b) on the tenant by
 - (i) serving it personally on the tenant, or
 - (ii) sending it by registered mail to the tenant at the address where the tenant resides.
- (2) Section 88 (4) (b) applies to service by registered mail under this section.

Service of notices

- 88 (1) Except as otherwise provided in this Act, a notice, process or document required or permitted to be given must be given to a
- (a) landlord by having it served personally on the landlord or the landlord's agent, or by mailing it to the landlord or the landlord's agent, and
 - (b) tenant by having it served personally on the tenant, or by sending it by registered mail to the tenant at the address where the tenant resides.
- (2) If a notice, process or document cannot be served on a tenant because the tenant is
- (a) absent from the premises in which the tenant resides, or
 - (b) evading service,
- it may be given to the tenant by
- (c) giving it to an adult person who apparently resides with the tenant, or
 - (d) posting it in a conspicuous place on some part of the premises where the tenant resides.
- (3) If a notice, process or document cannot be served on a landlord because the landlord is
- (a) absent from the premises in which the landlord resides or in which the landlord conducts his or her business, or

- (b) evading service,
it may be given to the landlord by
- (c) giving it to an adult person who
- (i) apparently resides with the landlord, or
 - (ii) is employed by the landlord, or
- (d) posting it in a conspicuous place on some part of the premises where the landlord resides or conducts his or her business.
- (4) A notice, process or document is deemed to have been received, if given by
- (a) ordinary mail, on the seventh day after mailing,
 - (b) registered mail, on the earlier of
 - (i) the seventh day after mailing, and
 - (ii) the day its receipt is acknowledged in writing by the landlord or tenant or by a person accepting it on his or her behalf, or
 - (c) posting it, on the third day after posting.
- (5) Despite subsections (1) to (4), a court, in respect of a matter before it, may order that
- (a) a notice, process or document be given in a manner it considers necessary, or
 - (b) a notice, process or document is deemed to have been sufficiently given for the purposes of this Act on a day it determines.
- (6) Even though a notice, process or document is not given in accordance with this section, it is sufficiently given for the purposes of this section if the person to whom it is to be given receives it and becomes aware of its nature.

Offences

- 89**
- (1) A person who contravenes section 3 (3), 8, 14, 16 (1), 17 (3), 20 (1) or (4), 21 (1), 22 (1), (2) or (4), 24 (1), 28 (1), 32 (4), 38 (5) or (6) or 80 (1) or (2) commits an offence and is liable, on conviction, to a fine of not more than \$2 000.
 - (2) A person who contravenes or fails to comply with a decision or order made by an arbitrator commits an offence and is liable, on conviction, to a fine of not more than \$5 000.
 - (3) A person who coerces, threatens, intimidates or harasses a tenant or landlord to deter the tenant or landlord from making an application under this Act, or in retaliation for seeking or obtaining a remedy under this Act, commits an offence and is liable, on conviction, to a fine of not more than \$5 000.
 - (4) A person who gives false or misleading information in an arbitration proceeding under this Act commits an offence and is liable, on conviction, to a fine of not more than \$5 000.

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- (5) A tenant or occupant who wilfully causes damage to the residential property commits an offence and is liable, on conviction, to a fine of not more than \$5 000.
- (6) If a person commits an offence under this Act, the court, in addition to imposing a fine, may,
 - (a) if the offence arises out of a failure to pay money, order the person to pay the money, and
 - (b) if the person has contravened this Act, order the person to cease contravening this Act.
- (7) Section 5 of the *Offence Act* does not apply to this Act or the regulations.

Power to make regulations

- 90
- (1) The Lieutenant Governor in Council may make regulations referred to in section 41 of the *Interpretation Act*.
 - (2) Without limiting subsection (1), the Lieutenant Governor in Council may make regulations as follows:
 - (a) requiring that a landlord or class of landlord post required information in specified locations;
 - (b) requiring that a tenancy agreement or class of tenancy agreement be in writing;
 - (c) exempting a landlord or tenant or class of landlord or tenant from a provision of this Act;
 - (d) prescribing, for breach of a regulation, a penalty not exceeding the penalty referred to in section 89 (1);
 - (e) prescribing those matters for which the Act provides that regulations be made or requirements prescribed;
 - (f) requiring a prescribed rent increase notice to be given and filed by a landlord or class of landlord under section 24 (4);
 - (g) prescribing the circumstances when a landlord may consider that a tenant has abandoned personal property; the manner in which a landlord may dispose of personal property abandoned by a tenant, how competing claims on the property are to be resolved, the circumstances in which the purchaser of abandoned personal property acquires a marketable title free of all encumbrances, how proceeds from the disposition of the property are to be dealt with and imposing a duty of care on the landlord respecting that property;
 - (h) prescribing the manner in which any transition problems arising because of the repeal of the *Residential Tenancy Act*, R.S.B.C. 1979, c. 365, are to be resolved;
 - (i) prescribing an amount for the purposes of the definition of "hotel tenant" in section 1 which amount may be different for different geographic areas of British Columbia;

- (j) respecting matters related to the review panel or to its functions, including fees;
 - (k) respecting matters related to the dispute resolution committee or a subcommittee of the dispute resolution committee or to their functions, including fees;
 - (l) respecting matters related to a local park committee or to its functions;
 - (m) prescribing matters that are referred to in Part 5 as matters that may be prescribed;
 - (n) setting out what matters may be, or may not be, the subject of rules that govern the operation of a manufactured home park;
 - (o) prescribing matters that are referred to in a provision of this Act, other than Part 5 as matters that may be prescribed.
- (3) Without limiting subsection (1) or (2), the Lieutenant Governor in Council may make whatever regulations the Lieutenant Governor in Council considers advisable to provide for the resolution of disputes between a tenant of a manufactured home pad and the landlord, including disputes over the amount of a rent increase.
- (4) A regulation made under subsection (2) (j), (k), (l), (m) or (n) or subsection (3) may subdelegate a matter to a person, confer a discretion on a person and provide differently for different persons, places or things.
- (5) The Lieutenant Governor in Council may make regulations
- (a) prescribing the form of notice for use under section 24 (3),
 - (b) prescribing the form of statement for use under section 25 (2),
 - (c) defining "income", "operating expenses", "net income" and "capital expenditure" as used for the purposes of sections 26 and 27 (1) and (2),
 - (d) prescribing for each of "income", "change in operating expenses", "net income" and "portion of capital expenditure", the formula for calculation under sections 26 and 27 (1) and (2), and
 - (e) prescribing the manner to adjust and combine "income", "change in operating expenses", "net income" and "portion of capital expenditure" to calculate the justifiable rent increase under sections 26 and 27 (1) and (2).

Limitation period

- 91 No application to the court or for designation of an arbitrator under this Act may be brought after 2 years from the end of the tenancy to which the application relates.

Limits on notice to end a residential tenancy

- 92 (1) In this section, "section 8.1" means section 8.1 of B.C. Reg. 26/81 as enacted by B.C. Reg. 325/89.
- (2) A notice given in contravention of section 8.1 (1) (a) or (b) is invalid.

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- (3) No tenancy agreement to which section 8.1 (1) (c) applies on or after October 17, 1989 is frustrated merely because this section was not in force on that date.
- (4) This section is retroactive to the extent necessary to give it effect on and after October 17, 1989.

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RESIDENTIAL TENANCY — HISTORICAL TABLE

Amendments Not in Force

RESIDENTIAL TENANCY ACT

RSBC 1996, chapter 406

Section	Citation
30	RS1996 (Supp) -406-1; 1994-57-9.
51	RS1996 (Supp) -406-2; 1993-68-17.

Legislative History

RESIDENTIAL TENANCY ACT

RSBC 1996, chapter 406

Section	History
1	1984-15-1; 1989-60-1; 1990-53-2,12; 1993-68-1.
2	1984-15-1.1; 1994-57-1.
3	1984-15-2; 1989-60-2; 1990-53-3; 1994-57-2.
4	1984-15-3; 1989-60-3.
5	1984-15-3.1; 1993-68-2.
6	1984-15-4; 1990-53-4.
7	1984-15-5.
8	1984-15-6.
9	1984-15-7; 1990-53-12; 1993-68-3.
10	1984-15-8.
11	1984-15-9; 1994-57-3.
12	1984-15-9.1; 1994-57-4.
13	1984-15-9.2; 1994-57-4.
14	1984-15-10; 1989-60-4.
15	1984-15-10.1; 1994-57-4.
16	1984-15-11; 1989-60-5.
17	1984-15-12; 1990-53-12.
18	1984-15-13; 1989-60-6; 1990-53-5; 1993-68-4; 1994-57-5.
19	1984-15-14.
20	1984-15-15.
21	1984-15-15.1; 1990-53-6; 1993-68-5.
22	1984-15-16; 1993-68-6.
23	1984-15-17.
24	1984-15-18; 1985-52-85; 1990-53-12; 1994-57-6.
25	1984-15-18.1; 1994-57-7.
26	1984-15-18.2; 1994-57-7.
27	1984-15-18.3; 1994-57-7.
28	1984-15-19.
29	1984-15-20; 1994-57-8.
30	1984-15-21; 1990-53-12.
31	1984-15-22; 1993-68-7.
32	1984-15-23; 1985-52-86; 1990-53-12; 1993-68-3,7,8.
33	1984-15-24; 1993-68-9.
34	1984-15-25; 1993-68-7.
35	1984-15-26; 1993-68-7; 1994-57-10.
36	1984-15-27; 1990-53-7; 1993-68-7.
37	1984-15-28; 1985-52-87; 1989-60-7; 1993-68-10.
38	1984-15-29; 1990-53-8,12; 1993-68-11; 1993-68-7,8.
39	1984-15-30; 1990-53-9; 1993-68-12; 1993-68-7.
40	1984-15-31; 1990-53-12; 1993-68-7,8,10.
41	1984-15-32; 1993-68-13.
42	1984-15-33; 1993-68-7,14.

RESIDENTIAL TENANCY — HISTORICAL TABLE

Legislative History — Continued

RESIDENTIAL TENANCY ACT

RSBC 1996, chapter 406

Section	History
43	1984-15-34; 1993-68-7.
44	1984-15-35; 1993-68-7,15.
45	1984-15-35.1; 1990-53-10.
46	1984-15-36; 1989-60-8; 1993-68-3,7.
47	1984-15-37.
48	1984-15-38.
49	1984-15-39; 1994-57-11.
50	1984-15-39.1; 1993-68-16.
51	1984-15-40; 1987-24-71; 1989-60-9; 1992-82-165.
52	1984-15-40.1; 1990-53-10; 1994-57-12.
53	1984-15-40.2; 1994-57-13.
54	1984-15-41.
55	1984-15-42; 1989-60-10; 1993-68-18; 1994-57-14.
56	1984-15-43.
57	1984-15-44; 1989-60-11; 1989-40-187; 1993-68-19; 1994-57-15.
58	1984-15-45; 1986-3-53.
59	1984-15-45.1; 1993-68-21.
60	1984-15-45.2; 1993-68-21.
61	1984-15-45.3; 1993-68-21; 1994-57-21.
62	1984-15-45.4; 1993-68-21.
63	1984-15-45.5; 1993-68-21.
64	1984-15-45.6; 1993-68-21.
65	1984-15-45.70; 1993-68-22.
66	1984-15-45.71; 1993-68-22.
67	1984-15-45.72; 1993-68-22.
68	1984-15-45.73; 1993-68-22.
69	1984-15-45.74; 1993-68-22.
70	1984-15-45.75; 1993-68-22.
71	1984-15-45.76; 1993-68-22.
72	1984-15-45.77; 1993-68-22.
73	1984-15-45.78; 1993-68-22.
74	1984-15-45.79; 1993-68-22.
75	1984-15-45.80; 1993-68-22.
76	1984-15-45.81; 1993-68-22.
77	1984-15-45.82; 1993-68-22.
78	1984-15-46.
79	1984-15-47; 1989-60-13.
80	1984-15-48; 1993-68,7,23.
81	1984-15-48.1; 1994-57-16; 1995-42-10.
82	1984-15-48.2; 1994-57-16.
83	1984-15-49; 1993-68-3.
84	1984-15-49.1; 1989-60-14.
85	1984-15-50; 1989-60-15; 1989-38-36; 1989-40-188.
86	1984-15-50.1; 1993-68-25.
87	1984-15-50.2; 1994-57-17.
88	1984-15-51.
89	1984-15-52; 1985-52-88; 1990-53-11; 1992-43-16; 1994-57-18.
90	1984-15-53; 1985-52-89; 1989-60-16; 1993-68-26; 1994-57-19.
91	1984-15-54.1; 1994-57-20.
92	1984-15-57.1; 1990-53-10.

EXPLANATORY NOTE

Amendments Not in Force: If there are any legislative changes to the Act that are not in force as of December 31, 1996, these are identified in *italics* at the beginning of the historical table. The "Section" column identifies the affected provisions of the Act. The "Citation" column identifies the amending legislation by its citation in the 1996 Statute Revision Supplement.

Legislative History: The second part of the table provides a legislative history of each section of the Act between the 1979 Statute Revision and the 1996 Statute Revision. The "Section" column identifies all sections of the Act in force on December 31, 1996. The "History" column for each section begins with the citation of the section immediately before the 1996 Statute Revision. This is followed by a list of citations for the legislation that enacted or amended the section between the 1979 Statute Revision and the 1996 Statute Revision (if a section was repealed and replaced during that period, these last citations begin at the most recent replacement).

Legislative citations have the format of "year-chapter-section".