

**Tenant: This is a legal notice that could lead to you being evicted from your home****HOW TO DISPUTE THIS NOTICE**

You have the right to dispute this Notice within **30 days** of receiving it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch online, in person at any Service BC Office or by going to the Residential Tenancy Branch Office at #400 - 5021 Kingsway in Burnaby. If you do not apply within the required time frame, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the effective date of this Notice.

**See pages 2 and 3 of this notice for important information.****To the tenant** (full names are required)

Use Schedule of Parties (RTB-26) to list additional tenants.

<input type="text"/>	<input type="text"/>
first and middle name(s)	last name
<input type="text"/>	<input type="text"/>
first and middle name(s)	last name

**Tenant Address** (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit/site #	street number and street name	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone	other phone	fax number for document service		

**From the landlord** (full names are required)

Use Schedule of Parties (RTB-26) to list additional landlords.

<input type="text"/>	<input type="text"/>			
first and middle name(s)	last name or full legal business name			
<input type="text"/>	<input type="text"/>			
unit/site #	street number and street name	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone	other phone	fax number for document service		

**I, the landlord, give you four months' notice to move out of the rental unit located at:**

<input type="text"/>	<input type="text"/>	<input type="text"/>	B.C.	<input type="text"/>
unit number	street number and street name	city	province	postal code

You must move out of the rental unit by:  day  month  year

<b>Landlord or Agent Signature:</b> _____	<b>Landlord or Agent Name (print or type):</b> <input type="text"/>	<b>Date signed:</b> <input type="text"/> day <input type="text"/> month <input type="text"/> year
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**Complete details below at time of service (not required on landlord's copy; failure to complete does not invalidate notice).**

**Notice served:**  In person  On the door or in mail box or mail slot  By mail  By fax **on:**  day  month  year  
 Other (e.g. director's order for substituted service): \_\_\_\_\_

**Landlord should also complete *Proof of Service Notice to End Tenancy* (form RTB-34) as evidence of service.**

## I am ending your tenancy because I am going to (check the box that applies)

- demolish the rental unit.
- perform renovations or repairs that are so extensive that the rental unit must be vacant.
- convert the residential property to strata lots under the *Strata Property Act*.
- convert the residential property into a not for profit housing cooperative under the *Cooperative Association Act*.
- convert the rental unit for use by a caretaker, manager or superintendent of the residential property
- convert the rental unit to a non-residential use.
- I have obtained all permits and approvals required by law to do this work.
- No permits and approvals are required by law to do this work.

## The work I am planning to do is detailed in the table below

Planned Work	Details of Work

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### REQUIREMENTS FOR THIS NOTICE

A landlord may end a tenancy with four months' notice to demolish, renovate or repair, or convert a rental unit to another permitted use. The permitted uses are listed above.

There are requirements for ending a tenancy with this Notice:

#### 1. LANDLORD MUST ACT IN GOOD FAITH

Your landlord has to intend in good faith to accomplish the purpose for ending your tenancy. A claim of good faith requires honesty of intention with no ulterior motive.

#### 2. PERMITS AND APPROVALS MAY BE REQUIRED

Your landlord has to have all permits and approvals that are required by law in place before they give you this notice.

You can ask your landlord to see the permits.

#### 3. REPAIRS OR RENOVATIONS MUST BE EXTENSIVE

If your landlord is ending your tenancy to do major repairs or renovations, they have to be so extensive that vacant possession of your rental unit is necessary to complete them.

Your landlord cannot end your tenancy to do cosmetic or routine maintenance like painting, changing flooring, or installing new light fixtures.

#### 4. EFFECTIVE DATE OF NOTICE

The effective date of this Notice is the date you must move out by. Your landlord must provide you with a least four months' notice and the effective date must be the last day of the rental period. For example, if you pay rent on the first day of each month, the effective date must be the last day of a month. For a fixed term tenancy agreement, the effective date cannot be earlier than the date the term ends.

*This is page 2 of a 3-page Notice.  
The landlord must sign page one of this Notice and must give the tenant every page.*

## 5. LANDLORD MUST COMPENSATE YOU

On or before the effective date of this Notice, your landlord has to compensate you an amount equal to one month's rent payable under your tenancy agreement. You may withhold your last month's rent instead of being paid compensation. If you have already paid your last month's rent, your landlord has to refund you that amount.

## 6. YOU MAY BE ABLE TO MOVE OUT EARLY

If your tenancy is periodic (e.g. month-to-month), you can end the tenancy sooner than the date set out in this Notice as long as you give the landlord at least **10 days'** written notice and pay the proportion of rent due to the effective date of that notice. Ending the tenancy early does not affect your right to the one month compensation above. Fixed term tenancies cannot be ended earlier than the end of the term.

## 7. RIGHT OF FIRST REFUSAL

If your rental unit is in a residential property containing 5 or more rental units and your landlord is ending your tenancy to renovate or repair the rental unit, you have a right of first refusal. You must give your landlord notice (using form RTB-28) that you are exercising your right of first refusal **before you move out**.

If you exercise this right, at least 45 days before the rental unit is available, your landlord must provide you with the first opportunity to enter into a new tenancy agreement.

## 8. YOU MAY BE ENTITLED TO ADDITIONAL COMPENSATION

After you move out, if your landlord does not take steps toward the purpose for which this Notice was given within a reasonable period after the effective date of this Notice, your landlord must compensate you an amount equal to 12 months' rent payable under your current tenancy agreement.

You must apply to the Residential Tenancy Branch to be awarded this compensation. Your landlord may be excused from paying this amount if there were extenuating circumstances that prevented your landlord from accomplishing the purpose for ending your tenancy or using the rental unit for that purpose for at least 6 months.

## 9. WHEN YOU ARE CONSIDERED TO HAVE RECEIVED THIS NOTICE

You are considered to have received this notice on the day it is given to you in person (or to an adult (19+) who appears to live with you)

If you were not personally served with this Notice, you are considered to have received the Notice, unless there is evidence to the contrary, on the following:

- 3 days after the landlord either leaves the Notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where you live; or faxes it to a number you have provided as an address for service; or
- 5 days after the landlord sends the Notice by registered or regular mail to the address where you live.

**Note: The date a person receives documents is what is used to calculate the time to respond; the deeming provisions do not give you extra time to respond**

## 10. INFORMATION FOR LANDLORDS

Take steps to confirm that the tenant actually receives this Notice.

You can file an Application for Dispute Resolution for an Order of Possession if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired. The tenant has 30 calendar days from the date of receipt of this notice to file an Application for Dispute Resolution.

If the tenant disputes the Notice, a hearing will be held. You will have an opportunity to participate and prove that the tenancy should end for the reason you have indicated on this Notice.

An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. An arbitrator can order that the tenancy ends on a date other than the date specified on this Notice.

If an arbitrator upholds this Notice, the arbitrator must grant an Order of Possession to you. If an arbitrator determines this Notice is not valid, the notice to end tenancy is cancelled and the tenancy continues.

Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received.

You **MUST NOT** physically evict a tenant without a Writ of Possession obtained from the Supreme Court of British Columbia after an arbitrator has issued an Order of Possession, change the locks without an arbitrator's order, or seize a tenant's personal property without a court order.

### FOR MORE INFORMATION

RTB website: [www.gov.bc.ca/landlordtenant](http://www.gov.bc.ca/landlordtenant)

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

*This is page 3 of a 3-page Notice.*

*The landlord must sign page one of this Notice and must give the tenant every page.*