

BECAUSE:

You have failed to pay rent
in the amount of \$
That was due on:
day month year

You have failed to pay utilities
in the amount of \$ following
written demand on:
day month year

Tenant: You may be EVICTED if you do not respond to this Notice.
You have five (5) days to pay the rent and utilities (if applicable) to the landlord
or file an Application for Dispute Resolution with the Residential Tenancy Branch.

- This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39.
 This notice applies to a rental unit, *Residential Tenancy Act*, section 46.

TO the TENANT(s) (full names are required)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) last name

first and middle name(s) last name

Tenant Address (address for service of documents or notices--where material will be given personally, left, faxed or mailed)

unit/site # street number and street name city province postal code

daytime phone other phone fax number for document service

FROM the LANDLORD (if entry is a business name, use 'last name' field box to enter the full legal business name)

If additional space is required to list all parties, use and attach *Schedule of Parties* (form RTB-26).

first and middle name(s) last name or full legal business name

Landlord Address (address for service of documents or notices--where material will be given personally, left, faxed or mailed)

unit/site # street number and street name city province postal code

daytime phone other phone fax number for document service

NOTICE TO END TENANCY: I, the landlord, am hereby giving you 10 days' notice to move out of the rental unit or manufactured home site located at:

unit number street number and street name city B.C. province postal code

By: (date when tenant must move out of the rental unit or vacate the site)
day month year

Landlord or Agent Signature: _____ **Landlord or Agent Name (print or type):** **Date signed:**
day month year

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:
 Other (e.g. director's order for substituted service): _____ day month year

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

This is page 1 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

If within 5 days you do not pay the rent and utilities (if applicable) or make an application for dispute resolution, the landlord can apply for dispute resolution for an order of possession through the Direct Request process.

The Direct Request process is completed without either party attending a hearing. Instead the landlord submits:

- An *Application for Dispute Resolution by Direct Request* (form RTB-12LDR)
- A *Direct Request Worksheet* (form RTB-46)
- A copy of this Notice (form RTB-30)
- *Proof of Service Notice to End Tenancy* (form RTB-34)
- A copy of the tenancy agreement (including the addendum, if there is one)
- When payment for utilities is required, a copy of the written demand informing the tenant of the amount and due date, a copy of related utility bills, and proof of service of the written demand for utilities.
- A copy of all Notices of Rent Increase since the tenancy began, if rent has increased.

The landlord will receive a proceeding package which must be served on the tenant within three days, and send the proof of service of the package to the Residential Tenancy Branch. An arbitrator will review all documentation and will make a decision, which is final and binding on both parties. Fraud is the *only* reason that will be considered for a review of the decision.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities can be Served:

- Any day after the rent was due, for unpaid rent.
- 30 days after the tenant was given a written demand to pay the arrears, for unpaid utilities.

DEEMED RECEIPT PROVISIONS FOR LANDLORDS

- The Notice is received on the day it is given to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant.
- If not personally served with this Notice, a tenant is 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 the tenant lives; or, faxes it to a number provided by the tenant; or,
 - 5 days after the landlord sends the Notice by registered or regular mail to the address where the tenant lives.

INFORMATION FOR TENANTS

- You have the right to dispute this Notice within 5 days after you receive it, by filing an Application for Dispute Resolution with the Residential Tenancy Branch or at a Service BC Office. An arbitrator may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time.
- If you do not file an Application for Dispute Resolution within 5 days, you are presumed to accept that the tenancy is ending and must move out of the rental unit by the date set out on page 1 of this Notice (you can move out sooner). If you do not file the Application or move out, your landlord can apply for an Order of Possession.

You may dispute the Notice for specific reasons such as:

- you have proof the rent was paid; or,
- you have an order from an arbitrator giving you permission to keep all or part of the rent; or,
- you held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

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.

INFORMATION FOR LANDLORDS

- Take steps to confirm that the tenant actually receives this Notice when it is considered to be received. An arbitrator may set this Notice aside if the tenant can prove that they did not receive this Notice due to circumstances beyond their control.
- If the tenant fails to move out of the rental unit, or if you believe the tenant does not intend to move out and the tenant's deadline to dispute this Notice has expired, you can file an Application for Dispute Resolution for an Order of Possession.
- If the tenant applies to dispute this Notice and an arbitrator dismisses the tenant's application or upholds this Notice, the arbitrator must grant an Order of Possession for the landlord.

INFORMATION FOR BOTH LANDLORDS AND TENANTS

- The tenant may not withhold rent unless ordered by an arbitrator, or the tenant has paid for emergency repairs and provided the landlord with receipts and a written description of what happened.
- If the tenant disputes the Notice, a hearing will be held. Both parties will have an opportunity to participate.
- The tenant who accepts the Notice must move out by the date set out on page 1 of this Notice or sooner.
- 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 in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without an arbitrator's order to do so, or (3) seize a tenant's personal property without a court order.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this Notice and must give the tenant pages 1 & 2.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

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