

# EVICTIION NOTICES

An eviction occurs when a landlord decides to legally remove a tenant from the rental unit. In order to do so, the landlord must give the tenant notices that are approved under the Residential Tenancy Act (RTA), and the reasons for the eviction also need to abide by the tenancy laws under the RTA. The 4 most common eviction notices are:

- ✓ 10 Day Notice
- ✓ One Month Notice
- ✓ Two Months Notice
- ✓ Four Months Notice



## 10 DAY NOTICE

This notice is issued when the landlord evicts the tenant because they have not paid their rent or utilities. When the tenant receives this notice, they can either pay the amount due (up to five calendar days after the notice is issued) or apply for dispute resolution. The tenant must dispute the notice within **5 calendar days**.

### APPLICATION FEE

The application fee for a dispute resolution is \$100. This can be waived if you are low income or have extraordinary expenses by completing the Application to Waive Filing Fee form.

Source: [10 Day Notice for Unpaid Rent or Utilities - Province of British Columbia](#)

## ONE MONTH NOTICE

There are many reasons as to why a one-month eviction notice could be enforced, including:

- + Disturbing the landlord or other occupants,
- + Paying rent late repeatedly (at least 3 times),
- + Damaging the rental unit and not paying for the repair of said damages,
- + Having too many occupants living in one's rental unit,
- + And many more.

The tenant must dispute the notice within **10 calendar days**. Should the tenant choose not to dispute the notice, they will have until the end of the next month to move. The landlord can, under exceptional circumstances, ask the tenant to move out early.

### REMEMBER

Eviction notices are time sensitive and should be addressed right away.

### MOVE OUT DATE

A tenant must move out on or before 1 p.m. on the effective date of the notice.

Source: [One Month Notice to End Tenancy - Province of British Columbia](#)

# EVICTON NOTICES

## TWO MONTHS NOTICE

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The tenant could potentially receive this type of eviction notice under three circumstances:

- ✓ Either the landlord or close family member of the landlord wants to occupy the tenant's unit
- ✓ Rental unit was sold and either the purchaser or purchaser's close family member wants to occupy the rental unit
- ✓ If the tenant lives in a subsidized unit and no longer qualifies for the unit.

This notice must be issued at least 2 months before its effective date and before rent is due. The tenant must dispute the notice within **15 calendar days**.

Source: [Two Month Notice to End Tenancy - Province of British Columbia](#)



### CLOSE FAMILY MEMBER

Close family member refers to father, mother, or child of the landlord or landlord's spouse.

## FOUR MONTHS NOTICE

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This notice can be given if the landlord plans to do major construction to the rental unit that requires it to be empty.

Major construction includes:

- + Demolishing the rental unit
- + Converting the unit to a strata unit, non-for-profit housing or a caretaker's unit
- + Converting the unit into a non-residential unit

Extensive Renovations or Repairs:

- + If a landlord wants to end tenancy for extensive renovations or repairs they need to apply for an Order of Possession from the Residential Tenancy Branch directly.

This notice must be given at least 4 months before its effective date and before the rent is due. The tenant must dispute the notice within **30 calendar days**.

Source: [Four Month Notice to End Tenancy - Province of British Columbia](#)

### RIGHT OF FIRST REFUSAL (RTB-28)

If the tenant would like to move back into their rental unit once the renovations are complete, they must give their landlord a Right of First Refusal Form prior to moving out. They cannot exercise this right if the rental property contains less than 5 units.

### 45 DAY NOTICE OF AVAILABILITY (RTB-35)

The landlord must provide the tenant with a Notice of Availability Form, giving them a date to move in and new tenancy agreement at least 45-days before the unit is available for rent. The tenant will have until this date to decide whether they want to accept the new tenancy agreement.