

Demands

High rent increases and evictions are especially devastating for low-income folks at risk of homelessness. When landlords use fixed term agreements to evict tenants and raise rents above regular yearly maximums, the law has to change to protect those people better.

CCAP and the SRO Collaborative recommend that the government:

- Take measures to tie rent increases to the rental unit rather than the tenant. Rent increases should be allowed a maximum of once per year at the legislated percentage amount. This would make it unlawful for landlords to raise rents frequently and arbitrarily through the use of fixed term agreements. It would promote renter security and more stable tenancies.
- Remove mentions of vacating after a fixed term from the Residential Tenancy Act. This would prevent landlords from unjustifiably raising the rent where a tenant is continuing to occupy a unit past the end date. It would reinforce the presumption that the tenancy is continuing on a month-to-month basis and eliminate the current legal loophole that landlords are exploiting to impose large rent increases on tenants with little or no bargaining power.

Resources

Organization	Contact
Access Pro Bono	tenancylaw@accessprobono.ca (preferred) or: 604.482.3195 ext. 1500
Atira Advocacy (women only)	604.428.9202
First United Church Advocacy	604. 681. 8365 320 East Hastings Street Intake hours: Monday (9:00-11:00 AM), Tuesday (12:30-2:30 PM), Wednesday (9:00-11:00 AM), Thursday (12:30-2:30 PM), Friday (9:00-11:00 AM)
Law Students' Legal Advice Program	604.822.5791 See also: LSLAP Manual on Tenancy Law: http://www.lslap.bc.ca/uploads/2/9/3/5/29358111/19_-_landlord_and_tenant_law_-_2016_final_draft_1.pdf
SRO Collaborative	604.646.8585 or 604-839-0379
Tenant Resource & Advisory Centre (TRAC)	604.255.0546 or: 1.800.665.1185

Watch out for “fixed term leases”!

Landlords are increasingly using fixed term tenancy agreements, because it makes it easier for them to evict tenants and raise the rents. If you are already a tenant in the building and you sign it, it means the landlord can raise your rent as much as he likes or evict you with no reason at the end of the “fixed term.” The fixed term lease has already been used by the landlord of the Ross House on Alexander St. to try to evict tenants and make them pay rents as much as \$210 a month higher.

Carnegie Community Action Project &
Downtown Eastside SRO Collaborative
Unceded Coast Salish Territories

What are fixed term agreements?

When you move into a new apartment, you enter into a tenancy agreement with the landlord which outlines the terms and conditions for the rental property. Most of the time, when we talk about a tenancy agreement, we are referring to a written document (example on other side), but a tenancy agreement can also be verbal. There are different types of tenancy agreements:

a) An agreement on a month-to-month basis

A month-to-month tenancy does not have an agreed upon end date. The tenancy continues on a monthly basis until either the tenant or landlord gives proper notice to end the tenancy. If you have a month to month agreement, your landlord may only raise the rent by the allowable annual amount (set out in the Residential Tenancy Regulation) once every 12 months and they can only evict you for a cause.

b) Fixed term agreements also called lease agreements

Fixed term agreements are tenancy agreements that last for a specific period of time. They have a start date and an end date. Unless your landlord has breached (did not follow) a material term of the tenancy agreement, you are not allowed to end the tenancy before the end of the fixed-term unless you enter into an agreement with the landlord. This means that by signing a fixed-term tenancy agreement, you are entering into a legal contract to pay rent until the end of the term. The tenancy agreement should also state what will happen after the end date:

i) You might have the option of entering into a new tenancy agreement or continue living there on a month to month basis. Because this may be considered a brand new tenancy, the landlord may be allowed to set the rent at any new amount. If the landlord and tenant do not enter into a new tenancy agreement, the tenancy continues on a month-to-month basis at the same rent, unless you give a written notice to end the tenancy.

ii) You have to move out on the set end date. If you sign this part, you are agreeing to move out by the end date. This means that at the end of your tenancy agreement, your landlord is allowed to evict you without cause. If you agree to enter a new tenancy, your landlord may be able to raise the rent in your new tenancy as much as they would like. Some landlords use a move-out requirement in a fixed term tenancy agreement as a way to unfairly raise rents or to evict their tenants without cause.

What are your options?

If a landlord wants you to sign any kind of agreement, you can get an advocate to review it with you beforehand. Tell your landlord “I don’t understand this document and I need to get help before I sign it.” Also, If you are currently on a month to month agreement and your landlord tries to make you sign a fixed term agreement - you are not legally obliged to sign.

The law says that landlords have to give tenants copies of any tenancy agreements they sign. Some landlords don’t do this. Take a picture of the document or ask the landlord for a copy of the document right away.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:
day month year

Length of tenancy: (please check a or b or c and provide additional information as needed)

This tenancy is:

a) on a month-to-month basis

b) for a fixed length of time: ending on
length of time day month year

At the end of this fixed length of time: (for option b, you must check either i or ii below)

i) the landlord and tenant may agree to enter into a new tenancy agreement
• If the landlord and tenant do not enter into a new tenancy agreement, the tenancy continues on a month-to-month basis on the same terms unless the tenant gives legal written notice to end the tenancy.

ii) the tenancy ends and **the tenant must move out of the residential unit**
• If you choose this option, both the landlord and tenant must initial in the boxes to the right  
The tenant must move out on or before the last day of the tenancy.

c) other periodic tenancy as indicated below:

weekly bi-weekly other:

Some landlords change documents after they have been signed. Watch out for documents a landlord asks you to sign that have blanks where information should go.

If you have signed a fixed term tenancy agreement that says that you must move out on a specific date, talk to an advocate. If your landlord wants you to sign a new agreement at a higher rent, you might be able to dispute the rent increase. You might also be able to ask an Arbitrator to order that move out clause is not enforceable.