

Renting Your Strata Lot?

"Things" You Should Know

If you are renting your strata lot you should be aware of the following statutory requirements of the *Strata Property Act* of British Columbia.

These are definitions from Section 1 of the Act.

"landlord" means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant, but does not include a leasehold landlord in a leasehold strata plan as defined in section 199;

"tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199;

The following sections of the Act apply to you:

131 Landlord's and owner's responsibility for fines and costs incurred by tenant

(1) if the strata corporation fines a tenant or requires a tenant to pay the costs of remedying a contravention of the bylaws or rules, the strata corporation may collect the fine or costs from the tenant, that tenant's landlord and the owner, but may not collect an amount that, in total, is greater than the fine or costs.

(2) if the landlord or owner pays some or all of the fine or costs levied against the tenant, the tenant owes the landlord or owner the amount paid.

137 Eviction by Landlord

A repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a residential strata lot is an event that allows the landlord to give the tenant a notice terminating the tenancy agreement under section 36 (1) of the Residential Tenancy Act.

138 Eviction by strata corporation

(1) A repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a residential strata lot that seriously interferes with another person's

use and enjoyment of a strata lot, the common property or the common assets is an event that allows the strata corporation to give the tenant a notice terminating the tenancy agreement under section 36 (1) of the Residential Tenancy Act.

(2) An eviction under subsection (1) does not affect any rights of the landlord under the tenancy agreement.

141 Restrictions of rentals by strata corporation

(1) The strata corporation must not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as provided in subsection (2).

(2) The strata corporation may only restrict the rental of a strata lot by a bylaw that

(a) prohibits the rental of residential strata lots, or

(b) limits one or more of the following:

(i) the number or percentage of residential strata lots that may be rented;

(ii) the period of time for which residential strata lots may be rented.

(3) A bylaw under subsection (2) (b) (i) must set out the procedure to be followed by the strata corporation in administering the limit.

142 Limits of rental restriction bylaws

(1) For the purposes of this section, "family" and "family member" have the meaning set out in the regulations.

(2) A bylaw referred to in section 141 (2) does not apply to prevent the rental of a strata lot to a member of the owner's family.

(3) A rental of a strata lot to a family member under this section creates an assignment of the owner's powers and duties under section 148.

143 Rental restriction bylaw does not immediately apply to some strata lots

(1) A bylaw that prohibits or limits rentals does not apply to a strata lot until the later of

(a) one year after a tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy it as a tenant, and

(b) one year after the bylaw is passed.

(2) Subject to subsection (1), if a strata lot has been designated as a rental strata lot on a Rental Disclosure Statement in the prescribed form, and if all the requirements of section 139 have been met, a bylaw that prohibits or limits rentals does not apply to that strata lot until the earlier of

(a) the date the strata lot is conveyed by the first purchaser of the strata lot, and

(b) the date the rental period expires, as disclosed in the statement.

144 Exemption from rental restriction bylaw

(1) An owner may apply to the strata corporation for an exemption from a bylaw that prohibits or limits rentals on the grounds that the bylaw causes hardship to the owner.

(2) The application must be in writing and must state

(a) the reason the owner thinks an exemption should be made, and

(b) whether the owner wishes a hearing.

(3) If the owner wishes a hearing, the strata corporation must hear the owner or the owner's agent within 3 weeks after the date the application is given to the strata corporation.

(4) An exemption is allowed if the strata corporation does not give its decision in writing to the owner

(a) within one week after the hearing, or

(b) if no hearing is requested, within 2 weeks after the application is given to the strata corporation.

(5) An exemption granted by the strata corporation may be for a limited time.

(6) The strata corporation must not unreasonably refuse to grant an exemption.

145 Rental agreement in contravention of rental restriction bylaw

(1) If an agreement for the rental of a residential strata lot contravenes a bylaw that prohibits or limits rentals, the tenant

(a) is not in contravention of the bylaw, and

(b) may, within 90 days of learning of the landlord's contravention, end the tenancy agreement without penalty by giving notice to the landlord.

(2) If a tenant ends a tenancy agreement under subsection (1), the landlord must pay

the tenant's reasonable moving expenses to a maximum of one month's rent.

146 Landlord to give bylaws, rules and Notice of Tenant's Responsibilities to tenant

(1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant

(a) the current bylaws and rules, and

(b) a Notice of Tenant's Responsibilities in the prescribed form.

(2) Within 2 weeks of renting all or part of a residential strata lot, the landlord must give the strata corporation a copy of the notice signed by the tenant.

(3) If a landlord fails to comply with subsection (1) or (2), the tenant

(a) is still bound by the bylaws and rules, but

(b) may, within 90 days of learning of the landlord's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord.

(4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.

147 Assignment of powers and duties to tenant

(1) A landlord may assign to a tenant some or all of the powers and duties of the landlord that arise under this Act, the regulations, the bylaws or the rules, but may not assign to a tenant the landlord's responsibility under section 131 for fines or the costs of remedying a contravention of the bylaws or rules.

(2) The assignment is not effective until the landlord gives the strata corporation a written notice stating all of the following:

(a) the name of the tenant to whom the assignment is made;

(b) the powers and duties that have been assigned;

(c) the time period during which the assignment is effective.

148 Long term lease

(1) In this section, "long term lease" means a lease to the same person for a set term of 3 years or more.

(2) If a residential strata lot is leased under a long term lease, the tenant is assigned the powers and duties of the landlord under this Act, the regulations, the bylaws and the rules for the term of the lease.

(3) Before exercising any powers of the landlord, the tenant must have given to the strata corporation written notice of the assignment referred to in subsection (2), stating the name of the tenant and the time period during which the lease is effective.

(4) The strata corporation must give a copy of the notice referred to in subsection (3) to the landlord and to the owner.

(5) The assignment does not include an assignment of the landlord's responsibility under section 131 for fines or the costs of remedying a contravention of the bylaws or rules.

(6) The tenant must not, without the owner's consent, exercise any power or right of an owner

(a) to acquire or dispose of land,

(b) to cancel or amend the strata plan, or

(c) to do anything that would affect the owner's interest in the strata lot, common property or land that is a common asset.

(7) The landlord must not deal with his or her interest in the strata lot, common property or land that is a common asset in a way that unreasonably interferes with the rights of the tenant under the lease or assignment.

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NOTE: The above extracts from the *Strata Property Act* are for your general use and information. The legislation does change periodically; thus, you should ensure that you obtain independent legal advice regarding your obligations and rights as a non-resident owner. If you have any questions, contact us at www.gotacondoquestion.com.

NOTICE TO: Non Resident Owner

Renting Your Strata Lot?

Dear Non Resident Owner:

You are required, pursuant to Section 146 of the *Strata Property Act* (July 1, 2000) that replaced the *Condominium Act*, to provide the strata corporation with a Form K Notice of Tenant's Responsibilities. Attached hereto is a Form K (formerly known as a Form D under the *Condominium Act*).

For further information concerning your obligations as a landlord, please see the Publications and Articles section of our website and look for the article entitled, *Renting Your Strata Lot? "Things" You Should Know*.

When submitting the Form K, please also submit the following information:

Owner Telephone Office: Res: _____ Cell:

Owner Fax # Office: Res: _____

Tenant Telephone Office: Res: _____ Cell:

Tenant Fax # Office: Res: _____

Agent Contact # Office: Res: _____ Cell:

Agent Fax # Office: Res: _____

Strata Property Act
FORM K
NOTICE OF TENANT'S RESPONSIBILITIES
(Section 146)

Re: Strata Lot _____ [*strata lot number as shown on strata plan*] of Strata Plan _____ [*the registration number of the strata plan*]

Street Address of Strata Lot _____

Name(s) of tenant(s) _____

Tenancy commencing _____ [*month day, year*]

IMPORTANT NOTICE TO TENANTS:

- 1 Under the *Strata Property Act*, a tenant in a strata corporation **must** comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).
- 2 The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.

- 3 If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: *[month, day, year]*

Address of landlord, or agent of landlord:

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Signature of Landlord, or Agent of Landlord

.....
Signature of Tenant

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Signature of Tenant