

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 limit, 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.

To the Tenant: (use Schedule of Parties form #RTB-26 to list additional tenants)

first and middle name	last name
first and middle name	last name
main phone	other phone

Tenant Address:

unit #	street # and name	city	province	postal code
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From the Landlord: (use Schedule of Parties form #RTB-26 to list additional landlords)

first and middle name	last name
main phone	other phone

Landlords address:

site/unit #	street # and name	city	province	postal code
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I, the Landlord, give you Four Month's Notice to move out of the rental unit located at:

unit #	street # and name	city	province	postal code
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You must move out of the rental unit by:	DD/MM/YYYY		
name of landlord/agent	signature of landlord/agent	date signed DD/MM/YYYY	

Your personal information is collected under section 26 (a) and (c) of the Freedom of Information and Protection of Privacy Act for the purpose of administering the Residential Tenancy Act. If you have any questions regarding the collection of your personal information, please call 604-660-1020 in Greater Vancouver; 250-387-1602 in Victoria; or 1-800-665-8779 elsewhere in B.C.

Complete the details below at the time of service: (Not required on landlord's copy; failure to complete does not invalidate notice).

Served by:

- In person to the tenant or agent or with an adult (over 19) who apparently lives with the tenant
- Sending a copy by registered mail to the address at which the tenant resides
- Leaving a copy in a mailbox or mail slot at the address where the tenant resides
- Attaching a copy to the door or other conspicuous place where the tenant resides
- As ordered by the Director of the Residential Tenancy Branch (attach copy of Substituted Service Order)
- By fax on DD/MM/YYYY

Landlords 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 a box that applies)

- Demolish the rental unit.
- Perform renovations or repairs that are so extensive that the rental unit must be vacant. Indicate how many anticipated weeks/months (**please circle one**) the unit is required to 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. Please complete the information below.

Date Issued DD/MM/YYYY	Issued by	Description	Permit Number

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 (*If you are ending the tenancy for renovations or repairs, explain why the renovations or repairs require the rental unit to be vacant).

IMPORTANT INFORMATION ABOUT THIS NOTICE

REQUIREMENTS FOR 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 REQUIRED BY LAW

Your landlord must have all permits and approvals required by law **before** they give you this notice. Permits and approvals required by law can include demolition, building or electrical permits issued by a municipal or provincial authority, a change in zoning required by a municipality to convert the rental unit to a non-residential use, and a permit or license required to use it for that purpose. Strata corporations may also require certain permits and approvals before a rental unit can be renovated or repaired or converted to a non-residential use and there may be strata bylaws that prohibit the rental unit from being used for a non-residential purpose.

3. REPAIRS OR RENOVATIONS MUST BE EXTENSIVE

If your landlord is ending your tenancy to do major repairs or renovations, they must be so extensive that they require the unit to be empty in order to complete them; and the only way to achieve this necessary vacancy is by ending the tenancy. Your landlord **cannot** end your tenancy to do cosmetic or routine maintenance like painting, changing flooring, or installing new light fixtures.

4. MOVING OUT TEMPORARILY

If you are willing to temporarily vacate the rental unit with all your belongings for the duration of the renovations or repairs at your own expense, then your tenancy may not need to be ended. If you are willing to do this, you should discuss it with your landlord as soon as possible.

5. RIGHT OF FIRST REFUSAL

If your tenancy must be ended for renovations or repairs and if your rental unit is in a residential property containing 5 or more rental units, you have a right of first refusal. This means you have the right to tell your landlord you may wish to move back into the rental unit. 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.

6. 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 month's 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.

7. 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.

8. 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.

9. 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 month's 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.

10. 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 through the 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

11. INFORMATION FOR LANDLORDS

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:

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 4 of a 4-page Notice. The landlord must sign page one of this Notice and must give the tenant every page.