

From: Kerry Lyle
Sent: Thursday, February 11, 2010 12:14 PM
Subject: Submission for the Landlord & Tenant Act Review

In my business practice as both a Realtor and Property Manager, I refer to the existing Landlord & Tenant act at least once a day. The wording and language that the current act uses makes the act difficult to understand and very open to interpretation. Often interpretation is the best outcome for the person interpreting the act.

Let me provide you an example of different interpretations of the act by two individuals who have no vested interest in the interpretation. This was in respect to Security Deposits being used for last months rent.

In a conversation with Mr. David Brown of the Consumer & Corporate Affairs department, he informed me that if a Tenant gives notice and asks that a Landlord apply his security deposit to last months rent, the Landlord MUST comply with this request. I questioned this as I know this is the case if there is no Property Condition Report. Mr. Brown assured that this was the case regardless of the presence of a Property Condition Report or not. He further assured me that there was case law supporting his interpretation. If this were the case, this would leave the Landlord without a security deposit even in the presence of a property condition report when the tenancy was over.

Mr. Robert Pritchard, a Lawyer with The Law Line, interpreted this differently. It was his interpretation that the Security Deposit could only be applied to last Months rent in the absence of a Property Condition Report. Mr. Pritchard was unable to locate any case law supporting the interpretation of Mr. Brown.

In providing this example of multiple interpretations by people that should be fluent with the Landlord & Tenant Act, this illustrates the need to have the act written in plain English. If these two individuals can not understand, or agree on what the act says, how is the average Landlord or Tenant expected to understand what their rights and obligations are? In my opinion, one of the major focuses of this committee should be to have the act rewritten in plain enough terms that there is no room for multiple interpretations.

Another change that I would like to see to the Act is with respect to the requirement to pay interest annually on Security Deposits. Few, if any Landlords actually do this. Interest is paid at the end of the tenancy. This is practical and in the real world, what most landlords do. As the Act calls for interest to be paid at a rate specified by the Government, I would like to see a tool for calculating this interest provided by the Government. The BC Government provides such a tool for interest calculations on security deposits on their website. The link is below.

<http://www.rto.gov.bc.ca/content/calculator/calculator.aspx>

To both Landlords and Tenants it would certainly be a huge advantage to have a tool like this. When paying the interest, we could simply attach a copy of the printed page from the Government website.

Another suggestion that I do have in relation to the bilingual aspect of this document. Currently it is written in two columns, the left side being English and the right side being French. When either reading, or printing this document you only get half as much information as you could if this was written in one language. My suggestion is to have two separate documents, one English and one French. A further suggestion would be to separate the current Act into sections such as "Commercial", "Mobile Home Sites" and "Residential Tenancies". This would further simplify and clarify this document.

I would also like to see a "Check Out" time for tenancies. I can't keep count of the number of times that I have been asked to do a check out after 10:00 pm. This simply isn't reasonable however, our current Act provides for a tenancy up to midnight on the final day. I would propose that the committee entertain the adoption of a "Check Out" time of 1:00 pm. This is the same as the BC Act.

I would like to see it written in to the Act that gives the Landlord the right to restrict pets, either completely or to restrict the number and type (cats, dogs) that a tenant is permitted to have on the premises. In conjunction to this, to allow the landlord to accept and hold an additional and separate security deposit specifically for pets. This is very clearly outlined in the BC Act and to incorporate this in to our Act would provide a level of security to landlords that accept pets. Currently there is nothing in our Act with respect to pets.

I know that there are several other focal points for this committee as well as specific points that are being brought forward by special interest groups. I would like to have the opportunity to review and comment on all proposed changes to the Act prior to them being passed by the Legislature. I am under the assumption that there will be public consultation on the proposed changes and would like to know if there is a notification process that I can register for to be notified of this process once it begins?

Sincerely,

Kerry Lyle