
A Landlord's Guide to Tenant Relations In A Strata Unit

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Managing a residential tenancy can be a rewarding venture but it does require a basic understanding of legislation, policy and industry best-practice guidelines provided by the Residential Tenancy Branch, Ministry of Justice and the Office of the Privacy Commissioner. Property owners who rent out a condo are required to also understand and abide by the Strata Property Act (SPA) and the strata corporation's bylaws.

For landlords in the secondary market who rent out a condo property, there is an increased complexity regarding tenant relations because provincial and strata policies may seem like they contradict one another. In fact, this is where landlords can unknowingly violate the Residential Tenancy Act (RTA), the Personal Information and Protection Act (PIPA), and the Human Rights Code. While there are various potential tenancy conflicts that could arise by virtue of occurring on a strata property, I will focus on three most common matters: quiet enjoyment, breaches of terms, and conducting repairs.

Quiet Enjoyment

Tenants have both a right to quiet enjoyment and a responsibility to ensure they do not unreasonably disturb other occupants in the building. In all rental suites across BC, the right to quiet enjoyment is protected through the RTA. Additionally, strata corporations often have nuisance bylaws in place to ensure that condo residents (owners and renters) do not disturb other building occupants. Understanding which rule to refer to can be a challenging task.

I recommend that all landlords who are renting out a condo property develop a communication plan that includes a contact information of main stakeholders and references the potential communication flow between the landlord, tenant, strata manager and the building's

other condo owners in the event of disturbance or need of repairs to the unit.

In situations where your tenant is unreasonably disturbing the quiet enjoyment of other occupants of the building, the infraction will likely be communicated to you from either the resident of the unit being disturbed or the strata manager. You should appropriately document each infraction and deal with it in accordance with the RTA.

A more complicated scenario can occur when your tenant's quiet enjoyment is being unreasonably disturbed by residents in other units. When your tenant informs you of such disturbances, as the owner of the property, you should inform the strata manager, or in some cases, the strata council, in order to have the occurrences documented by the strata and ensure that proper measures are taken that abide by the strata nuisance bylaws. You may also wish to follow up with your tenant to encourage them to document all future disturbances and communicate them to you frequently so you can update the strata manager or strata council of these events.

While it can seem efficient to cut out the middle person altogether and have the tenant communicate their concerns directly to the strata manager or council, the landlord should be involved throughout the whole process. However, in circumstances where the landlord is unable to be involved due to unforeseen reasons, the tenant should be encouraged to communicate directly with strata management. In these cases, the landlord should insist on being included in any communications that occur between the tenant and the strata manager or council, which will ensure that the landlord is always informed of potential issues that may arise and

therefore can intervene before these problems escalate and become too large to handle effectively.

Breaches of Terms

Breaches of terms of a tenancy agreement or strata bylaws often require swift and decisive action on the part of the landlord. As a landlord of a condo, it's vital that you have a clear understanding of the differences between a tenancy agreement and strata bylaw breaches. This is also where landlords will notice a potential overlap of rules and ambiguity as to where to seek a resolution. Some of the questions a landlord may ask include:

- Does the RTA supersede the bylaws?
- Should a landlord seek resolution through the RTB process or the Civil Tribunal?

In general, the remedy will always fall under the jurisdiction of the RTA, regardless of what statute is breached. Depending of the severity of the breach this could result in ending a tenancy but in any circumstance, always begins with documentation.

Documentation starts well before an occurrence of a breach and includes both a tenancy agreement and a Form K that is set out as part of the Strata Property Act and provides clear signed confirmation that the tenant has received a copy of the strata corporation's bylaws and agreed to abide by them. This form must be signed by all occupants of either a unit or a room in a unit that's located in a strata building. Failure to have a tenant sign a Form K provides the tenant with certain rights under the SPA.

If a tenant was not given a Form K or strata bylaws, they have the right to end their tenancy agreement, without penalty, within ninety days of learning of the contravention. Additionally, they may receive reasonable moving expenses up to one month's rent from the landlord. Failure to sign Form K or provide a copy of the bylaws does not mean that a tenant does not have to adhere to the bylaws, however it can complicate how the landlord can deal serious breaches.

In some cases, a strata may choose to issue fines to an owner for breaches of bylaws caused by the tenant. In most occurrences, if the tenant's actions triggered the

strata to issue a fine, the tenant is responsible for paying that fine. The landlord can also deduct the fine from the security deposit, provided the tenant signs off on this deduction. Should the tenant refuse to sign off, the landlord can proceed with obtaining an order from the Residential Tenancy Branch (RTB). The RTB website provides landlords with information about the deposit retention policy, a deposit calculator, and an application for dispute resolution. Landlords should also keep in mind that if the tenant has done something that triggered a penalty, there will likely also exist a reason to end the tenancy. Therefore, a fundamental understanding of the RTA rules and conflict resolution are both important aspects of being a landlord.

Repairs

Repairs or renovations that are needed during a tenancy often require a significant amount of communication with a tenant. From serving a proper notice of entry to clarifying how tenant's unit or common areas may be affected, there is a lot to consider. If the repairs are being conducted by the landlord or by a professional that was hired by the landlord, the communication with the tenant should be relatively simple. However, when the repairs are arranged by a third party, such as the strata management company, there is a higher degree of care that is necessary.

This is when the communication plan really comes in handy because it outlines the avenues of communication between the landlord, the tenant, strata management and any external contractors. The plan is critical in ensuring that your tenant's rights are protected and that the work being conducted in the unit does not hit any unnecessary road blocks along the way.

As a landlord, you are required to provide your tenant with at least 24 hours' notice* that you intend to enter the unit. If the strata management has organized contractors to conduct repairs within the tenant's rental unit, you will have to communicate this with your tenant. In some cases, you will need to communicate with the strata management if the notice you have received does not provide you with enough time to provide a proper notice of entry to your tenant.

Providing your emergency contact info to your tenant is more than just prudent, it is a requirement under the RTA. When renting a condo, it is also important to provide the tenant with the emergency contact details of the strata management, in case situations arise that may require immediate attention.

Providing some context as to when the tenant should contact only you, and when both you and the strata management company should be contacted can save each person time and money. In general, the tenant should contact both you and the strata management in situations where common area or other units may be affected by the emergency. A common scenario would be a significant leak. In these rare but significant situations, you should have a clear policy that if you cannot be reached immediately the strata manager should be contacted. Conversely, you should set out clear guidelines as to when the tenant should not contact the strata manager. For example, in cases of minor repairs needed within the rental unit.

As with any tenancy, documentation and communication are the keys for success. And while it is important to prepare for the worst-case scenario, most tenancies have very few issues. When renting out your condo, there are a few extra steps a landlord needs to take to understand the difference between the Residential Tenancy Act and the strata bylaws, and when to apply each one. A landlord should also establish a clear communication plan that includes important emergency numbers for the tenant. Otherwise, the general principals of the residential tenancy remain the same.

In this article we covered how the Strata Property Act and The Residential Tenancy Act can both affect a tenancy. The Human Rights Code and PIPA are also commonly referred to as pieces of legislation that can affect everything from tenant selection to ending tenancy. Watch for more articles on these and other important topic.

*Plus, any delay from your method of service as per the RTA.