

NOTICE TO END A RESIDENTIAL TENANCY

NOTE: This form is used by a landlord to end a residential tenancy. It must be served by the landlord on the tenant in accordance with the rules for service outlined on this form. A tenant who wishes to end a residential tenancy is not required to use a form. Please see information for Tenants on page 4 of this form.

(PLEASE PRINT CLEARLY AND LEGIBLY)

A. To the Tenant(s):

Full Name of Tenant(s)	Bus. Phone:	Home Phone:
Full Name of Tenant(s):	Bus. Phone:	Home Phone:
Address: (suite or pad number, street, city, B.C., postal code and park name)		
Email Address of the Tenant:		

B. From the Landlord:

Full Name of Landlord:	Bus. Phone:	Home Phone:
Address: (suite or pad number, street, city, B.C., postal code)		
Email Address of the Landlord:		

C. The Notice: (See time limits for notice on page 2)

Name of Landlord or Agent:		
I hereby give you,		
Name of Tenant(s):		
Name of Tenant(s):		
Notice to vacate and give up possession of the residential premises located at:		
Address: (suite or pad number, street, city, B.C., postal code)	End of Tenancy (mmm/dd/yyyy)	
The foregoing information is true and correct.		
Print landlord name:	Signature of landlord:	Date: (mmm/dd/yyyy)

D. Reason for the Notice: (See the Reasons for Notice on page 2 of this form and circle the appropriate letter(s) or number(s))

<ul style="list-style-type: none"> Provide specific details supporting your reason(s) for ending the residential tenancy. Attach extra pages, if necessary. 	
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Form 3	Revised Date Mar 19/13

E. Tenant's Right to Dispute:

- A tenant receiving a Notice to End a Residential Tenancy from the landlord may apply to the Administrator to have the Notice set aside under section 52 of the Westbank First Nation Residential Premises Law.
- An application to dispute must be made by the tenant within the following time periods.
 - within 5 days of receiving the Notice to End from the landlord, if the reason is listed in box (1)
 - within 10 days of receiving the Notice to End from the landlord, if the reason is listed in box (2)
 - within 15 days of receiving the Notice to End from the landlord, if the reason is listed in box (3)See page 2 of this form for further information on these important time limits.
- If no such application is made within the time permitted, the end of the tenancy will be deemed to have been accepted by the tenant on the date established by the notice.
- For more information, contact the Administrator at the addresses and telephone numbers listed on page 4.

Reasons for Notice

10 Day Notice (To end tenancy under section 42 of the Law)

Section 42 of the Law

(1)

Date: (mmm/dd/yyyy)

You have failed to pay your rent in the amount of (total amount) _____ which was due on _____
You are advised of your right to pay all rent due within 5 days after you are given this notice. This notice is void only if rent is paid in full within 5 days. If rent is not paid within 5 days the tenancy is ended on the date established by this notice. You have a right to dispute this notice under section 52 of the Westbank First Nation Residential Premises Law and to apply for an extension of time to pay under s. 52. See information for Tenants on page 3.

One Month Notice (To end tenancy under sections 41 & 43 of the Law)

Section 43 of the Law

(2)

- a) the conduct of the tenant, or of a person permitted in or on the residential premises or residential property by the tenant, has resulted in the enjoyment of other occupants in the residential property being unreasonably disturbed;
- b) the tenant, or a person permitted in or on the residential property or residential premises by the tenant, has caused extraordinary damages to the residential premises or the residential property;
- c) occupancy by the tenant has resulted in the residential property or residential premises being damaged to an extent that exceeds reasonable wear and tear, and the tenant has failed within a reasonable time after the damage occurred to take the necessary steps to repair the damage;
- d) the tenant has failed to give, within 30 days after the date he or she entered into a tenancy agreement, the security deposit required under the tenancy agreement;
- e) the tenant has knowingly misrepresented the residential property or residential premises to a prospective tenant or prospective purchaser of the residential property or residential premises;
- f) the number of persons permanently occupying the residential premises is unreasonable;
- g) the tenant has breached a reasonable material term of the tenancy agreement and has failed to rectify the breach within a reasonable time after receiving written notice to do so from the landlord;
- h) the tenancy agreement has been frustrated;
- i) the residential premises must be vacated to comply with an order by Council or other lawful authority respecting zoning, health, safety, building or fire prevention standards;
- j) the tenant has purported to assign or sublet the residential premises without the consent of the landlord.
- k) the tenant is repeatedly late paying rent;
- l) the tenant or a person permitted on the residential property by the tenant has:
 - i. significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property;
 - ii. seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant of the residential property; or
 - iii. put the landlord's property at significant risk;

- m) the tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that:
 - i. has caused or is likely to cause damage to the landlord's property;
 - ii. has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
 - iii. has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord of the residential property.

Section 41 of the Law

- .1 A landlord may give a notice under section 41.2 of the end of the tenancy agreement in respect of caretaker's premises if:
- .3 If the employment of a tenant occupying employment premises is terminated, the landlord may give a notice of the end of the tenancy agreement in respect of those premises, on or before the last day of a rental payment period to be effective on the last day of an ensuing rental payment period, but the period of notice must be at least one month.

A minimum of 1 month notice must be given to be effective on the last day of a rental payment period. Exceptions are noted.

Two Month/Six Month/Twelve Month Notice (To end tenancy under sections 46 of the Law)

Section 46.1 of the Law

(3)

- .2 The landlord may give a notice of the end of the tenancy agreement to the tenant under section 46.6 if:
- .3 intends in good faith that he or she or his or her spouse or a child or parent of his or hers or of his or her spouse will occupy residential premises occupied under a tenancy agreement, the landlord may give a notice of the end of the tenancy agreement to the tenant under section 46.6.
- .4 If a landlord intends in good faith to occupy or use residential premises for the purpose of:
- .5 A landlord must not enter into a tenancy agreement for a term exceeding 10 years before the landlord gives notice of intention to enter into the tenancy agreement to each tenant or prospective tenant who occupies the residential premises under an existing tenancy agreement, if any, and to each tenant or prospective tenant who will first occupy the residential premises under the proposed tenancy agreement.
- .6 A notice of the end of the tenancy agreement under this section must be at least two (2) months to be effective on the later of:
- .7 If a landlord in good faith intends to demolish residential premises and Westbank has, by law, established a notice period of at least two (2) and not more than six (6) months, that period is, despite section 46.6, the minimum notice period for the purposes of the notice.
- .8 Despite sections 46.6 and 46.7, if a landlord gives a notice of the end of the tenancy agreement under this section respecting a manufactured home pad in circumstances other than where the tenant is renting a manufactured home and the manufactured home pad under a single tenancy agreement, the period of notice must be at least 12 months.
- .9 On the end of a tenancy agreement under section 46.8 the landlord must pay the tenant, on or before the effective date of the notice, an amount that is equivalent to 12 months' rent payable under the tenancy agreement.

A minimum of 2 months notice must be given to be effective on the last day of a rental payment period. For manufactured home pads, a minimum of 6 months notice must be given.

Section 48 of the Law

- a) If a tenant has given reasonable cause to end a tenancy agreement in circumstances other than those described in section 42 or 43, a landlord may give the tenant a notice of the end of the tenancy agreement to be effective on the last day of an ensuing rental payment period but the period of notice must be at least two (2) months.

A minimum of 2 months notice must be given to be effective on the last day of a rental payment period. For manufactured home pads, a minimum of 12 months notice must be given. Exceptions are noted.

Information for Tenants

- A tenant who wishes to end a residential tenancy must give the landlord notice in writing, but no special form is required. The tenant's written notice must include: the address of the premises being rented; the date the tenancy agreement will end; and the signature of the tenant. You should also include the date you signed the written notice.
- Do not assume that an error in this Notice makes it invalid. Any Notice to End a Residential Tenancy is a serious matter and requires immediate attention.
- If your landlord has given you a Notice to End a Residential Tenancy under section 49 of the Law (see Box (3)), and you wish to leave early, you may give the landlord 10 days written notice specifying the date you intend to vacate the premises. You must pay any required rent for the period of time you will remain in the premises. After you vacate the premises, the landlord should refund any excess rental payment. If you have a fixed term tenancy, call the Administrator to discuss the Notice to End.
- You require an Arbitrator's Order to set off expenses you may incur against the rent.
- If you disagree with the landlord's reasons for ending the tenancy, you may apply for an order setting the Notice to End aside. This order may be made by an arbitrator designated by the Administrator

To apply for an Arbitrator's Order you must:

- immediately obtain an 'Application for Arbitration' form that is available from the Administrator.
- complete the Application for Arbitration form and present it to the Administrator along with a copy of the Notice to End a Residential Tenancy and a \$100.00 filing fee in the form of cash or a cheque made payable to the 'Westbank First Nation'. The arbitrator may order that the landlord reimburse you for this filing fee. The Application for Arbitration form must be received by the Administrator within the time periods stated under the Tenant's Right to Dispute on page 1 of this form.
- serve the landlord with a copy of the 'Application for Arbitration' form within 3 days of making the application to the Administrator. Do not serve the landlord until the Administrator has processed your application.
- If you fail to pay all rent due within 5 days of receiving a Notice to End a Residential Tenancy under section 42 of the Law (see Box (1) on page 2 of this form), you may apply under section 42.3 of the Law for an extension of time to pay all the rent due. To apply for an order to do this, follow the steps outlined above.
- If you do not pay the rent within 5 days or obtain an Arbitrator's Order extending the time for payment, the tenancy agreement will end on the date specified in this notice.
- If you do pay the rent within the 5 days, this Notice to End is void.
- As a tenant, you are responsible for the actions of your roommates and subtenants.
- If a Notice to End is served on a tenant, it may also end any sub-tenancy.

Information for Landlords

- It is against the law to physically evict a tenant, change the locks or seize personal goods for non-payment of rent without an Arbitrator's Order.
- Keep copies of all Notices to End a Residential Tenancy served upon the tenant and record each date of service.
- If the tenant fails to vacate the premises or if you believe the tenant does not intend to vacate the premises and the applicable time period for the tenant to dispute has expired, you may apply to the Administrator to have an arbitrator issue an Order of Possession. This may be done by following the steps outlined under Information for Tenants.
- If you have ended the tenancy for the purpose of demolition, you may be required to pay the tenants' reasonable moving expenses up to a prescribed amount.
- If you are the landlord under a manufactured home pad tenancy agreement and you have ended the tenancy with a section 46.8 Notice, you must, provide the tenant with twelve months' notice and must pay to the tenant an amount equivalent to 12 months' rent.

For more information contact the Administrator at:

Westbank First Nation
#301-515 Highway 97 S.
Kelowna, BC V1Z 3J2
Phone: (250) 769-4999
Fax: (250) 769-4377