

1 MONTH NOTICE TO END TENANCY FOR CAUSE

Residential Tenancy Act, s. 47 and Manufactured Home Park Tenancy Act, s. 40

1 MONTH NOTICE TO END TENANCY FOR END OF EMPLOYMENT

Residential Tenancy Act, s. 48 and Manufactured Home Park Tenancy Act, s. 41

Form # RTB – 33

TENANT: YOU MAY BE EVICTED IF YOU DO NOT RESPOND TO THIS NOTICE.

Landlord: place an "x" in the appropriate box:	<input type="checkbox"/>	Manufactured home site, <i>Manufactured Home Park Tenancy Act</i>
	<input type="checkbox"/>	Rental unit, <i>Residential Tenancy Act</i>

To the TENANT(S) (full names are required)				
Last name		First and middle names		
Last name		First and middle names		
Service Address (address where documents will be given personally, left for, faxed, or mailed to the tenant for service)				
Unit/site #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

From the LANDLORD (if the landlord is a business name, enter the full legal business name in the "last name" box)				
Last name		First and middle names		
Service Address (address where documents can be given personally, left for, faxed, or mailed to the landlord for service)				
Unit/site #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number		Fax number for service of documents	

NOTICE TO END TENANCY

I, the landlord, am hereby giving you one month notice to move out of the rental unit or manufactured home site located at:

Unit/site #	Street # and street name	City	Province	Postal Code
by (date when tenant must move out of the rental unit or vacate the site)				
date	month	year	Landlord's or Agent's signature	
			Print name	
			Date	

This is page 1 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.

Office of Housing and Construction Standards

Residential Tenancy Branch

Lower Mainland: 604-660-1020 Victoria: 387-1602 Elsewhere in BC: 1-800-665-8779

Website: www.rto.gov.bc.ca

#RTB – 33 (2007/07)



REASONS FOR THIS 1 MONTH NOTICE TO END THE TENANCY (put an "x" in all the boxes that apply)	
<input type="checkbox"/>	Tenant is repeatedly late paying rent
<input type="checkbox"/>	Tenant has allowed an unreasonable number of occupants in the unit/site
Tenant or a person permitted on the property by the tenant has:	
<input type="checkbox"/>	significantly interfered with or unreasonably disturbed another occupant or the landlord
<input type="checkbox"/>	seriously jeopardized the health or safety or lawful right of another occupant or the landlord
<input type="checkbox"/>	put the landlord's property at significant risk
Tenant has engaged in illegal activity that has, or is likely to:	
<input type="checkbox"/>	damage the landlord's property
<input type="checkbox"/>	adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
<input type="checkbox"/>	jeopardize a lawful right or interest of another occupant or the landlord
<input type="checkbox"/>	Tenant has caused extraordinary damage to the unit/site or property/park
<input type="checkbox"/>	Tenant has not done required repairs of damage to the unit/site
<input type="checkbox"/>	Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
<input type="checkbox"/>	Tenant has assigned or sublet the rental unit/site without landlord's written consent
<input type="checkbox"/>	Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit/site or property/park
<input type="checkbox"/>	Rental unit/site must be vacated to comply with a government order
<input type="checkbox"/>	Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order
<input type="checkbox"/>	Tenant's rental unit/site is part of an employment arrangement that has ended and the unit/site is needed for a new employee
<input type="checkbox"/>	Residential Tenancy Act only: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement

WHEN THE TENANT WILL BE ASSUMED TO HAVE RECEIVED THIS NOTICE	
<ul style="list-style-type: none"> • The date when the landlord gives this Notice to the tenant in person, or • The date when the landlord leaves this Notice with an adult (19 years or older) who apparently lives with the tenant, or • 3 days after the landlord leaves this Notice in the mailbox or mail slot for the address where the tenant lives, or • 3 days after the landlord faxes this Notice to a fax number provided by the tenant, or • 3 days after the landlord attaches a copy of this Notice to the door or other noticeable place at the address where the tenant lives, or • 5 days after the landlord mails this Notice (by registered or regular mail) to the tenant at the address where the tenant lives. 	

INFORMATION FOR TENANTS WHO RECEIVE THIS NOTICE TO END TENANCY	
<ul style="list-style-type: none"> • You have the right to dispute this Notice within 10 days after you receive it by filing an Application for Dispute Resolution at the Residential Tenancy Branch. A Dispute Resolution Officer may extend your time to file an Application, but only if he or she accepts your proof that you had a serious and compelling reason for not filing the Application on time. • If you do not file an Application within 10 days, you are presumed to accept this Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of this Notice (You can move out sooner.) If you do not file an Application, move or vacate, your landlord can apply for an Order of Possession that is enforceable through the court. 	

INFORMATION FOR LANDLORDS SERVING THIS NOTICE TO END TENANCY	
<ul style="list-style-type: none"> • For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, a Dispute Resolution Officer may decide that, in the circumstances, the tenant cannot be said to be "repeatedly late". • Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. A Dispute Resolution Officer may set this Notice aside if the tenant can prove that he/she did not receive this Notice due to circumstances beyond his/her control. • If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant's deadline to dispute this Notice has expired, you can apply for an Order of Possession. • If the tenant applies to dispute this Notice, you can attend the tenant's hearing and verbally ask for an Order of Possession. 	

INFORMATION FOR BOTH LANDLORDS AND TENANTS	
<ul style="list-style-type: none"> • Keep copies of all Notices to End Tenancy and record each date and how the Notice was given or received. • An error in this Notice or an incorrect move-out date on this Notice does not make it invalid. A Dispute Resolution Officer can order that the tenancy ends on a date other than the date specified in this Notice. • It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without a Dispute Resolution Officer's order to do so, or (3) seize a tenant's personal property without a court order. • More information is available online: www.rto.gov.bc.ca Or by telephoning: Lower Mainland 604-660-1020 Victoria 387-1602 Elsewhere in B.C. 1-800-665-8779 	

This is page 2 of a 2-page Notice. The landlord must sign this Notice and the tenant must receive page 1 and page 2.