



CHANGING LOCKS WHEN
YOU ARE A RENTER IN BC



Your safety and this guide

After separating from a partner, you may want to know if you can change the locks to your rental home. Different living situations can create different legal rights and responsibilities. This guide will help you figure out if you can change the locks and how to get it done.

Changing locks may be something you are considering for safety reasons. If you are worried about your safety, we encourage you to contact your local Community Based Victim Services organization or VictimLinkBC at 1-800-563-0808 for help with safety planning.

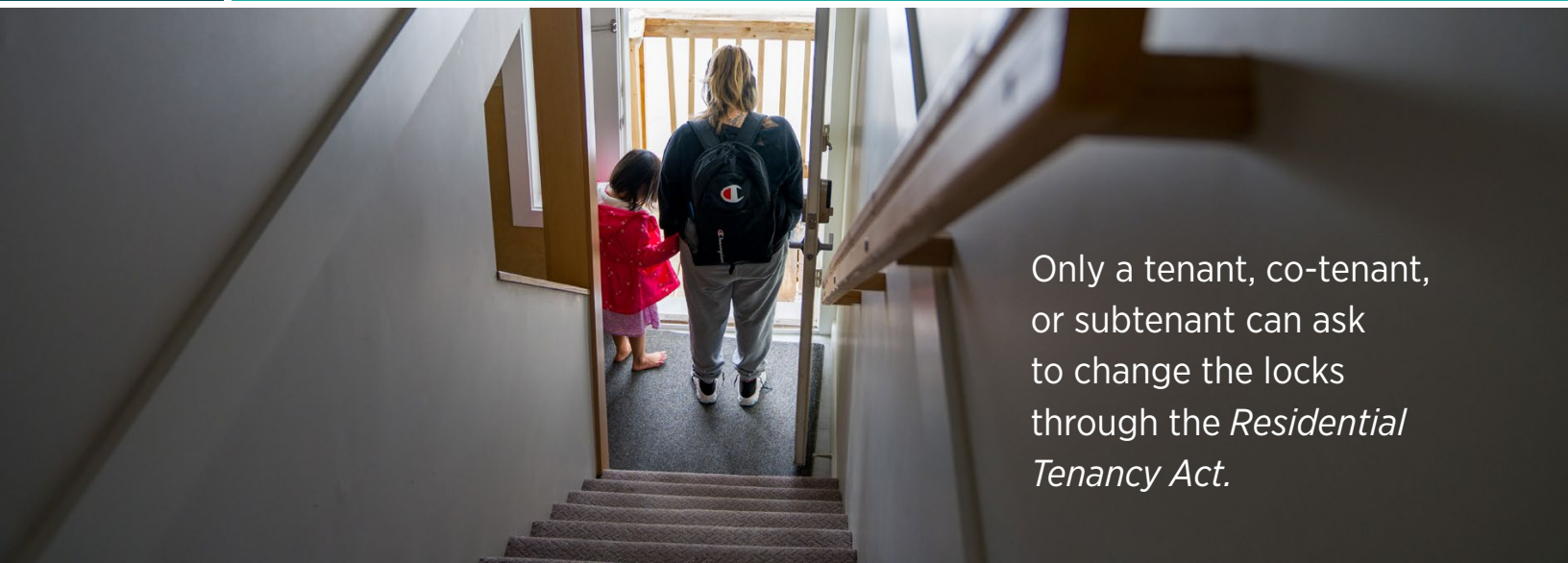
Rental living arrangements

Most rental arrangements fall under the *Residential Tenancy Act (RTA)*. Your particular arrangement will determine if you can change the locks and what steps you have to take.

If you have signed a rental agreement with a landlord, you are likely either a tenant or a co-tenant:

- If you have a rental agreement (or lease) with a landlord, you are likely a **tenant**. If you are the only tenant, then you are the only person who has a legal relationship with the landlord. You are also the person with rights and responsibilities related to the rental unit. Your rental agreement does not necessarily have to be on the standard BC Residential Tenancy Branch form. Even verbal rental agreements can potentially be enforced under the *RTA*.
- If you are one of two or more people that have a rental agreement with a landlord, you are likely a **co-tenant**. All co-tenants have a legal relationship with the landlord. Usually, all co-tenants are responsible for payment of rent and for paying if there is damage to the rental unit, but the landlord can also collect the full amount from any of the co-tenants.
- If you have an agreement with another tenant who does not live in the rental unit at the same time as you, instead of directly with the landlord, you likely have a sublease agreement and you are a **subtenant**. A subtenant has the same rights and responsibilities as the tenant for the duration of the term of the sublease agreement. In this case, the tenant you have an agreement with is your landlord.

Your particular arrangement will determine if you can change the locks and what steps you have to take.



Only a tenant, co-tenant, or subtenant can ask to change the locks through the *Residential Tenancy Act*.

- If you are a roommate to someone with a rental agreement, you may not have a tenancy under the *RTA*. If you have an agreement with the owner of the rental unit, who lives in the unit with you and shares a kitchen and bathroom, or if you have an agreement with another tenant who lives in the rental unit at the same time as you, you are likely an **occupant** instead of a tenant. If you are an occupant, you are not protected by the *RTA* and you do not have a legal relationship with the landlord.

There are many other living arrangements. For example, you may live in co-op housing or in a manufactured home. You may be living in a property primarily occupied for business purposes or in transitional housing. These arrangements are governed by different rules, and you may have different responsibilities. If you share a kitchen or bathroom with the owner, the *RTA* does not apply. You should seek legal advice if you live in any of these situations, or if you are unsure what your situation is. You can find a legal resource or advocate at povnet.org/find-an-advocate.

Only a tenant, co-tenant, or subtenant can ask to change the locks through the *RTA*.

Who pays to change the locks?

When you sign a new rental agreement, you can ask the landlord to change the locks and the landlord is responsible for the cost. If you ask to have the locks changed *during* a tenancy, the landlord is not required to cover the cost and may ask you to pay.

If the police are involved, you can ask the Crime Victim Assistance Program (CVAP) if you are eligible for funding to pay for the costs associated with the changing of your locks. Visit “Crime Victim Assistance Program” at gov.bc.ca. It may be helpful to have the support of a Community Based Victim Services worker to apply to the CVAP, to ensure you have all the information needed.

Can I change the locks?

The rules about changing locks for rental units are found in the *Residential Tenancy Act* at section 31. These rules are different at the start of a tenancy than during a tenancy.

AT THE START OF A TENANCY

When a new tenancy is started, the landlord is required to change the locks.

However, there are some situations where you sign a new agreement, or move into a new unit, that may be considered a continuation of an old rental agreement. For example, if you sign a new agreement with your landlord after separating from your ex while staying in the same rental unit, a landlord may not have to change the locks (although they may still be willing to do so if you ask them). It is not always easy to determine if you are starting a new tenancy or continuing an old one. If you are unsure, you should seek legal advice.

DURING A TENANCY

If you are the only tenant, you can change the locks with written permission from your landlord or an order from the BC Residential Tenancy Branch.

If your ex-partner was living with you as an occupant, you may still have obligations to them either through a contract (verbal or written) or through the *Family Law Act*. There may be issues about property and personal belongings, or ongoing costs for the rental unit. If you need to change the locks, you should also seek legal advice about these issues and how they might be impacted if you prevent your ex from accessing the rental unit.

If you are a co-tenant, you need written permission from your landlord or a Residential Tenancy Branch order before changing the locks. The Residential Tenancy Branch is only able to make an order allowing a tenant to change the locks to prevent a landlord from unlawfully entering a unit. You will typically have to provide keys to all of your co-tenants.

If you are an occupant, you do not have a right to change the locks and the Residential Tenancy Branch does not have the authority to make an order that the locks be changed.

If you need help with a new rental agreement or if you need help ending a tenancy, you can find an advocate at povnet.org or through the HelpMap at clicklaw.bc.ca. You can also call or email the Residential Tenancy Branch directly. Visit “Contact the Residential Tenancy Branch” at gov.bc.ca).

Do I need to stay? Do they have to go?

- If your ex-partner was on the rental agreement and gave notice to end tenancy to the landlord when they moved out, the tenancy usually ends for all co-tenants. You can ask to enter into a new rental agreement with the landlord, but the landlord is not *required* to make a new agreement with you. To ensure you can stay in the rental unit after your ex has left, you should get legal advice about entering into a new rental agreement with the landlord or whether you are able to continue the previous tenancy.
- If your ex-partner has left and your ex was not a tenant or co-tenant, and you are a tenant, you do not need to enter into a new agreement with your landlord.
- In most situations, your ex will not be required to leave a rental unit just because you separated. If your ex-partner has not moved out, there are only limited circumstances where changing the locks will be a permanent way to force them out of the unit, as they may have rights to occupy the rental unit.
- After you end a relationship, you are **NOT** required to physically stay in a rental unit, even if you are a tenant or co-tenant and have a fixed-term tenancy. However, you may still be required to pay for rent or damage done to the unit if you are a tenant and you leave a rental unit. You should formally end the tenancy as per the *Residential Tenancy Act* to protect yourself. You are not required to give formal notice to your ex-partner, only to the landlord.
- If you are an occupant, you do not need to give notice to the landlord and you can leave the unit. However, you may still have rights or obligations under the *Family Law Act* if you and your ex were common law or married spouses.
- If your ex has been violent towards or threatened you, your children, or a pet, or damaged property, they may have committed a criminal offence. You can make a report to your local police, and they may choose to investigate the file. The police may recommend that your ex enter into a **peace bond** or be charged with a **criminal offence**. In either of these situations, your ex may be ordered by the court not to have contact with you and not to go to your shared home. You may want to connect with a Community Based Victim Services program to have support if you are planning to contact police.

If your ex-partner has not moved out, there are only limited circumstances where changing the locks will be a permanent way to force them out of the unit.

- If your ex has not moved out, you may be able to apply for court orders through the *Family Law Act* if you are married to your ex-partner, if you have lived together for two years, or if you have lived together for less than two years but you have a child together. These orders can legally prevent your ex from coming to the shared rental home, or even a home your partner owned but you lived in. If you have experienced family violence and are afraid for your safety, the court may grant you:
 - A **protection order** that may require police to remove your ex-partner from your shared residence.
 - A **conduct order** that would require certain actions (for example, requiring your ex to continue paying household bills) or prohibit certain actions (for example, preventing your ex-partner from phoning you).
 - An order for **exclusive occupancy** of the family home that would require your ex-partner to move out.

A full discussion of family law orders is beyond the scope of this guide, and we encourage you to see help from a lawyer.

If you and your ex are both on a rental agreement as co-tenants, or if your ex is the only person who signed the agreement, and they are required to leave the home for any of the reasons given here, you should consult with a lawyer or a tenancy advocate about getting a new agreement with your landlord.

Related questions

How do I prevent a locksmith from changing the locks back?

If you have a court order that has allowed you to change the locks or shows that you are the only person on the rental agreement, you can post it in a window close to the door or a location visible from the door. This will let a locksmith know your ex-partner cannot ask for the locks to be changed back.

Why is it important to end my tenancy if i move out?

If you leave a rental unit and you are still a tenant, you are likely still financially responsible for unpaid rent, or damage to the unit that is in excess of your damage deposit. Generally, all co-tenants who sign a rental agreement are equally responsible for rent and damage, and a landlord can collect the full amount from any of the tenants.

How do I end a rental agreement?

If you are in a periodic tenancy (for example, month to month), the first step is to give proper written notice to the landlord that you are ending the tenancy. The notice must be signed and dated, give the address of the rental unit, and state the effective date of the notice. This will end the tenancy for you and any other tenants.

If you end a fixed-term rental agreement, you may be responsible for costs related to ending the tenancy early. If you are in a fixed-term rental agreement and you have experienced family violence or household violence, you can also complete an Ending Fixed-Term Tenancy Confirmation Statement form (visit “Help for Tenants Fleeing Family or Household Violence” at gov.bc.ca) to ensure that you are not required to pay some costs associated with ending the tenancy early. You would require confirmation you have experienced violence from a designated professional (such as a victim services worker, medical professional, or social worker). Family violence and household violence are defined in s. 45.1 of the *RTA*. Both family violence and household violence include psychological or emotional abuse, sexual abuse, threats and intimidation, coercion, controlling finances, and stalking in addition to physical violence. They also include threats respecting pets and property.

If you end a tenancy due to violence, all tenants subject to the same agreement would be required to leave the rental unit unless one or more of them enter into a new agreement with the landlord. The landlord is not obligated to enter into a new agreement.

Remember, you are **never** required to stay in an unsafe situation; you may always physically move out of the rental unit. Ending the tenancy by either giving proper written notice or completing the form means that you are ending your legal relationship and financial obligations to the landlord. This is a separate question from whether you are physically living in the rental unit.

What do I do with my ex’s personal and private belongings If I change the locks?

You can ask for a third party, or police, to come supervise your ex removing their belongings or agree to exchange belongings in a neutral place. Always have a third party present and always document any items you exchange.



If you leave a rental unit and you are still a tenant, you are likely still financially responsible for unpaid rent, or damage.

To end a rental agreement, the first step is to give proper written notice to the landlord that you are ending the tenancy.

You are not alone

Navigating safety is never easy, but there are resources to help.

- We encourage you to contact VictimLinkBC (1-800-563-0808) for help or to connect you to your local Community Based Victim Services program for help with safety planning and resources to help you to stay safe.
- You may also want to connect with your local transition house for women leaving abuse (bchousing.org/housing-assistance/women-fleeing-violence/transition-houses-safe-homes). You can stay at a transition house for a short period of time while you work towards implementing your safety plan (including changing the locks) with the support of the transition house staff.
- For rental-related issues, you may want to contact a local poverty law advocate (povnet.org/find-an-advocate) to assist you, or the Tenant Resource & Advisory Centre (tenants.bc.ca).



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Our office is located on unceded territory of the **Skwxwu7mesh** (Squamish), **Tsleil-Waututh** (Burrard), and **xʷməθkʷəy̓əm** (Musqueam) Nations.

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