

A. G. KEMP & ASSOCIATES INC.

Serving, Educating, and Assisting Rental Housing Providers since 1997

Al's Almanac

Issue #155 August 2026

Al's Almanac is intended to provide you with current information about the residential rental industry and tips to help you increase your success in this sometimes challenging business. Each issue will include:

Did you know . . .

. . . They Walk Among Us?

Most of my emails and phone calls from clients involve requests for information or help solving problems - serious situations. However, often enough, I hear of situations that make me wonder how the originator (not my client!) made it to adulthood.

Some of these are Residential Tenancy Act situations; others under the Manufactured Home Park Tenancy Act.

Enjoy a few chuckles as I did.

A tenancy applicant said he would not comply with the tenancy agreement. He was of course turned down. He filed a civil claim in the BC Supreme Court claiming loss of quiet enjoyment under the Manufactured Home Park Tenancy Act. Aside from the cause of claim, neither Act deals with tenancy applications - they are Tenancy Acts - and the Residential Tenancy Branch (RTB) has exclusive jurisdiction to hear claims under them.

A pinhole leak in the kitchen sink drain was discovered by building management, not reported by the tenants. They subsequently claimed there was an "explosion of sewage" and filed two claims for thousands of dollars. Fortunately, both were dismissed.

A manufactured home community tenant whose home burned down advertised to sell his site tenancy agreement for \$250,000.

After two years, a tenant claimed the landlord must clean the carpets during the tenancy because there was no proof they were clean at the start of the tenancy. They were checked as clean on the signed move-in condition inspection report.

A manufactured home Inspector listed over 30 deficiencies including home exterior, roof, plumbing, and electrical, concluding the home was uninhabitable. The tenant/home owner still thought he could sell the home for mega bucks. While manufactured home community owners/managers have no legal rights regarding a home sale, they can refuse to accept purchasers as tenants, effectively preventing the sale.

The remote garage door opener stopped working. The landlord didn't move as quickly as she should have; however, after a few different contractors inspected the remote over several months, the owner reluctantly agreed it needed to be replaced. The tenants then filed for a retroactive rent rebate of 15% of their rent because – how terrible, oppressive, and anxiety causing – they had to manually open and close the garage door.

A manufactured home owner/tenant wanted to sell her home that was rat infested. The Park Owner said she would not accept any buyers for tenancy. The tenant threatened to file for an Order of Possession. Didn't she already possess the site?

A tenant's parking stall was under a neighbouring property's fir tree that overhung the property fence. The tenant demanded the owner build a carport to stop needles from falling on his car. I don't think it was a Lamborghini.

After seven years, the tenants moved out of an apartment building. Some months later, they filed a claim with the RTB for \$60,000 alleging the landlord ignored many issues during the tenancy, none of which had been reported to the landlord. Didn't I hear somewhere the maximum claim is \$35,000? (See: You Are a Source of Free Money, *Al's Almanac* #145, October 2025)

The tenants had given notice to end the tenancy, and the landlord took photos to advertise the suite. The tenants claimed all their furniture had to be removed from the photos, as showing them would violate the Personal Information Protection Act by releasing their personal information without their consent.

Residents complained a tenant was yelling and swearing and constantly stopping tenants to complain about the landlord and the building. The tenant paid August rent 5 days late and demanded the screen on the balcony door be replaced immediately. "I once had a tenant like that," you say. Yes, but all in the first month by a tenant who had impeccable (!) references?

Some bureaucrats also walk among us. A Coastal Health Authority employee demanded a lock box on the resident's suite so the employee could access it any time for wellness checks.

That was fun; now back to the real world.

Subtle Change to Move-out Condition inspection Requirements

Bill 11, introduced in February contains several changes to the Residential Tenancy Act. Not all those changes have been "brought into force." (legalese) Effective July 30, the government implemented a few more of the changes, most related to the introduction of a Supportive Housing Regulation.

Buried deep in Bill 11 is the elimination of one word from section 35(1). What read, "The landlord and tenant together must inspect . . ." now reads, "The landlord and tenant must inspect . . ." Presumably, this would allow for circumstances where both parties want to do the move-out inspection, trust each other, but can't find a time that works.

Interestingly, section 23(1) pertaining to move-in condition inspections has almost the identical wording, but never (since 2004) included "together."

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