

Residential Tenancy Agreement

Important Notes: #RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

printed you can	O COMPLETE THIS FORM ELECTRO and completed by hand (<i>print clearly, usin</i> inot complete all the sections at the compu- nnot save the completed form to your com of copies you require before you leave th	<i>g dark ink)</i> or filled out v Iter right away, you can puter, therefore, after y	while at ti print off ou compl	ne computer workst what you have comp ete the form, make	ation- oleted	-simply typ and fill in t	pe you the re	ır respor maining	nses in the boxes. If fields by hand. Note,
IF ADD	ITIONAL SPACE IS REQUIRED TO LIST	ALL PARTIES, compl	lete and	attach Schedule of	f Parti	es (form F	RTB-2	26) RTE	3-26 used & attached:
RES	IDENTIAL TENANCY A	GREEMENT	betw	/een: (use full,	corre	ect legal r	name	s)	
the LA	ANDLORD(S): (if entry for landlord in	s a business name, ι	use the '	last name' field bo	ox to	enter the	full le	gal bus	iness name)
Holyv	vell Properties, Agent for			Willis Development					
last r	name			first and middle	nam	e(s)			
last n	ame			first and middle name(s)					
and th	ne TENANT(S):								
Lamo	nt			Moyra					
last name				first and middle name(s)					
last r	last name first and middle name(s)								
ADDR	ESS OF PLACE BEING RENTED	TO TENANT(s) (called t	he ' rental unit '	in th	is agreei	ment	·):	
207	5682 Wharf Ave.		Sechel	t				B.C.	V0N3A3
unit	address		·	city			F	rovince	postal code
ADDR	ESS FOR SERVICE of the	landlord	ndlord	's agent:					
103	5711 Mermaid St.		Sechel	t				ВС	V0N3A0
unit	address		L	city	•		t	rovince	postal code
604	885-3460					604	740	-0248	
daytime phone number other phone number						fax num	ber f	or servi	ce

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void. 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable. 3) The requirement for agreement under subsection (2) does not apply to: a) a rent increase given in accordance with the Residential Tenancy Act, b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required. 2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided) This tenancy starts on: 2016 1st December day month year Length of tenancy: (please check a, b or c and provide additional information as requested) This tenancy is: a) on a month-to-month basis 2017 30th November one year √ b) for a fixed length of time: ending on: length of time month day year At the end of this fixed length of time: (please check one option, i or ii) i) the tenancy may continue on a month-to-month basis or another fixed length of time Landlord's Tenant's ii) the tenancy ends and the tenant must move out of the residential unit Initials Initials If you choose this option, both the landlord and tenant must initial in the boxes to the right. c) other periodic tenancy as indicated below: weekly bi-weekly other: 3. RENT (please fill in the information in the spaces provided) a) Payment of Rent: 1125.00 The tenant will pay the rent of \$ each (check one) day week month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) day of each (check one) day week month subject to rent increases given in accordance with the RTA. The tenant must pay the rent on time, If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given. b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement. Water Stove and Oven □ Storage ✓ Garbage Collection Electricity ✓ Dishwasher ☐ Cablevision

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Sheets and Towels

✓ Parking for 1

Other:

vehicle(s)

Heat

Furniture

Additional Information:

∇ Refrigerator

✓ Carpets

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

by

by

The tenant is required to pay a security deposit of \$

1st December 2016

B. Pet Damage Deposit

not applicable

The tenant is required to pay a pet damage deposit of \$

1st December 2016
day month year

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,

562,50

562.50

- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch office or Service BC office.
- 2) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. REPAIRS

- 1) Landlord's obligations:
 - a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
 - b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may

seek an arbitrator's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
 - i) major leaks in pipes or the roof,
 - damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

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11. OCCUPANTS AND GUESTS

- The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under the Residential Tenancy Act.

12. LOCKS

- The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.
- The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

- f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

14. ENDING THE TENANCY

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) This notice must be in writing and must
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

 17. ADDITIONAL TERMS a) Write down any additional terms which the tenant and the such as pets, yard work, smoking and snow removal. At the such as pets, yard work, smoking and yard work, s	Additional pages may be added. The the Residential Tenancy Act and regulations, and must a first term does not meet these requirements, or is a not an Addendum and ing information on the Addendum that forms part of this
Number of pages of the Addendum: 2	Number of additional terms in the Addendum: 20+
By signing this tenancy agreement, the landlord a	and the tenant are bound by its terms.
LANDLORD(S): (if entry for landlord is a business name, use	e the 'last name' field box to enter the full legal business name)
Holywell Properties, Agent for	Willis Development
last name Signature:	first and middle name(s) Date: Sept 23//6
	/
last name	first and middle name(s)
Signature:	Date:
TENANT(S):	
Lamont	Моуга
last name Signature:	first and middle name(s) Date: 3//6
last name	first and middle name(s)
Signature:	Date:
General Information about Resi	
Important Legal Document – This tenancy agreement is an importar	"
Additional Terms – Any additional terms cannot contradict or change	any right or duty under the RTA or this tenancy agreement.
Amendment of the RTA – The RTA or a regulation made under the F of this tenancy agreement.	RTA, as amended from time to time, take priority over the terms
Condition Report – The landlord and tenant are required to inspect ti tenancy and complete a written condition report. If the landlord allows inspection report must be done on the day the tenant starts keeping a tenant, unless the tenancy started on or after January 1, 2004, and a company describe any damage, how clean each room is, and the general coappliances, and paint on the walls. The report must be signed and day and each should keep a copy.	the tenant to have a pet after the start of the tenancy, an pet or on another day mutually agreed to by the landlord and condition inspection report was completed at that time. A report condition of the residential unit including: the floors, carpets,
Change of Landlord – A new landlord has the same rights and duties agreement unless the tenant and new landlord agree to other terms.	s as the previous one and must follow all the terms of this
Resolution of Disputes – If problems or disagreements arise, the land If they still cannot agree, either may contact the Residential Tenancy intervention. If no agreement is reached, a landlord or a tenant may a kinds of disagreements can be decided by dispute resolution.	Branch for clarification of their rights and responsibilities or an apply for a dispute resolution to get a decision. Many, but not all,
FOR MORE INF	FORMATION
	c.ca/landlordtenant

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Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020

Victoria 250-387-1602

ADDENDUM TO TENANCY AGREEMENT

The Tenant agrees:

- 1. To report all deficiencies or emergencies concerning the property promptly.
- 2. To pay any and all utility charges promptly and to contact the utility providers before the start of the tenancy including BC Hydro at 1-800-224-9376, Fortis B.C. (natural gas) at 1-888-224-2710, Coast Cable at 604-885-3224 or any other utility providers including oil and propane suppliers, where and when applicable.
- 3. To pay the rent on or before the 1st day of the month in which the rent is due. The tenant agrees that a fine of \$25 will be levied for each and every late payment of rent. The tenant further agrees to a \$25 fine for any cheques which are returned NSF.
- 4. To give 30 days written notice of vacating prior to the end of the month in which the tenant plans to vacate and to abide by all rules of the Residential Tenancy Act of British Columbia. The tenant agrees to move out before 1:00 p.m. on the last day of the month and to have the property cleaned and in move in condition by 1:00 p.m. on the last day of the month.
- 5. To keep the home/suite in sanitary condition and maintain the lawn and gardens where and when applicable (this includes mowing, weeding, trimming and watering). To not cut down any trees or shrubs without the written approval of the landlord.
- 6. To keep the exterior of the home free of debris, garbage, etc.
- 7. To not make any structural alterations nor install any plumbing, piping, wiring or heating apparatus or drive nails, screws or tacks into floors, or woodwork, or disturb or alter any fixtures, without the prior written consent of the landlord, provided that the tenant may hang a reasonable number of pictures and wall hangings by use of picture nails, tacks, or adhesive tape on condition that all holes or damage to the walls or paint surface be repaired and repainted at the end of the tenancy.
- 8. To ensure that no illegal, controlled or banned substances, including marijuana are brought onto the property or into the home or suite at any time. The tenant agrees that failure to abide by this rule will result in an immediate termination of their tenancy.
- 9. To provide tenant insurance for personal contents and to hold the landlords, property managers and owners harmless for any damage or injury that results from any overflow or leakage of water, fire or other event from the premises or neighbouring properties or area. The Tenant agrees to have the property checked on a daily basis when the tenant is absent or on vacation. The Tenant also agrees that appliances, including the wood burning stove or fireplace, the cook stove and range, the microwave oven, the dishwasher, and the clothes washer & dryer must be attended while in operation. The Tenant agrees to take responsibility for any damage caused by unattended appliances.
- 10. To shampoo all carpets <u>professionally</u> before vacating the property and to provide a receipt from a recognized carpet cleaning company at the end of the tenancy.
- 11. That there will be absolutely no smoking inside the home, building(s) or suite. The tenant further agrees that any expenses incurred by the Landlord resulting from the Tenant's or Tenant's guests wilful disregard of this covenant, including painting the premises will be borne by the

tenant. The tenant further agrees that a breach of this covenant can result in a 30 day notice to terminate the tenancy.

- 12. To not keep any pets without prior written permission of the Landlord.
- 13. To replace any light bulbs which may burn out during the Tenancy.
- 14. The tenant acknowledges and agrees that if the agent of the landlord receives a security deposit on behalf of the landlord from the tenant, the agent is not a stakeholder of the security deposit and may release it in accordance with the instructions of the landlord. In the event the security deposit is so released, the landlord will be responsible for returning the security deposit and accumulated interest to the tenant in accordance with the provisions of the Residential Tenancy Act.
- 15. To pay an administration charge of one half a month's rent to break a lease. This does not release the tenant from his/her responsibilities under the Residential Tenancy Act and the tenant acknowledges that if the landlord is not able to re-rent the property immediately upon the tenant vacating, the tenant may be held liable for all rents due for the remainder of the lease or until such time as the property can be rented.

The Landlord's Agent agrees:

- 1. To respond to all emergencies with due diligence.
- 2. To act as a liaison with the tenant and the homeowner.
- 3. To perform a condition inspection report at the start of the tenancy. This will be a written inspection signed by the tenant and the landlord's agent with copies going to both parties. The landlord further agrees to follow up with any repairs deemed necessary at the start of the tenancy.
- 4. To ensure that all chimneys are cleaned routinely.
- 5. To ensure that all gutters are cleaned routinely.
- 6. To ensure that the home meets statutory requirements for safety and cleanliness as per the tenancy agreement.
- 7. To abide by all rules and regulations of the Residential Tenancy Act.

Tenant ML Coul	Date	Sept 23/16
Tenant	Date	/ ' ' '
Landlord June Golly	Date	Sept 23/16
		9

Strata Property Act

FORM K

NOTICE OF TENANTS RESPONSIBILITIES

(Section 146)

RE:	Strata Lot of Strata Pla	n [the	[strata lot number registration number	as shown on th of the strata pla	e strata plan] an]			
-	Street Address of Strata Lot		207-5682 WHARFAU. SECHRIBLIDARA?					
Name of Tenant(s)			Mayra Lamont					
· .	Phone	e Number(s)		(res) _		(bus)		
	Tenancy com	mencing: 151	Ded/14 [mor	nth, day, year]				
			IMPORTANT NO	FICE TO TE	VANTS			
	 2. 	bylaws and rule	a Property Act, a tenses of the strata corpores attached)	ation that are i	n force from time	to time (current		
	3.	The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant must comply with the changed bylaws and rules. If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of these costs.						
Date: Signatur	M e of Landlord	[month, da		Address of 103-5	Landlord, or Age 711 NON LOLF K	ent of Landlord MOU'D ST. LONBAC		
Signature	of Tenant(s)	v						