

Important Notes:

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant should obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of 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 (form RTB-5).

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

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 u

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal name)

BIAVATI	ALESSANDRO
last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

BEST	DUSTIN
last name	first and middle name(s)
last name	first and middle name(s)

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

952	MARINE DRIVE	GIBSONS	B.C.
unit number	street number and street name	city	province

ADDRESS FOR SERVICE of the ☒ **landlord** ☐ **landlord's agent:**

503	120 MILROSS DRIVE	VANCOUVER	BC
unit/site #	street number and street name	city	province
778	8332532		
daytime phone number	other phone number	fax number for service	

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 right or obligation under the *Residential Tenancy Act* or a regulation made under that Act, or any standard term of this tenancy agreement does contradict or change such a right, obligation or standard term, 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, 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*,
 - c) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement is not required.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:
day month year

Length of tenancy: (please check a or b or c and provide additional information as needed)

This tenancy is:

☐ a) on a month-to-month basis

☒ b) for a fixed length of time: ending on
length of time day month year

At the end of this fixed length of time: (for option b, you must check either i or ii below)

☒ i) the landlord and tenant may agree to enter into a new tenancy agreement

• If the landlord and tenant do not enter into a new tenancy agreement, the tenancy continues on a month-to-month basis on the same terms unless the tenant gives legal written notice to end the tenancy.

☐ ii) the tenancy ends and **the tenant must move out of the residential unit**

• If you choose this option, both the landlord and tenant must initial in the boxes to the right

The tenant must move out on or before the last day of the tenancy.

Landlord's
Initials

☐ 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:

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

(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* (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is issued.

b) What is included in the rent: (Check only those that are included and provide additional information, if any. The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the unit as living accommodation, or that is a material term of the tenancy agreement.)

<input checked="" type="checkbox"/> Water	<input type="checkbox"/> Heat	<input type="checkbox"/> Cablevision	<input type="checkbox"/> Window coverings	<input type="checkbox"/> Sheets and T
<input checked="" type="checkbox"/> Sewer	<input checked="" type="checkbox"/> Stove and oven	<input type="checkbox"/> Internet	<input type="checkbox"/> Furniture	<input type="checkbox"/> Other: <input type="text"/>
<input checked="" type="checkbox"/> Garbage collection	<input type="checkbox"/> Dishwasher	<input checked="" type="checkbox"/> Storage	<input type="checkbox"/> Carpets	
<input type="checkbox"/> Electricity	<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Laundry (free)	<input type="checkbox"/> Parking for <input type="text"/> vehicle(s)	<input type="checkbox"/> Other: <input type="text"/>

☐ Additional information:

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$
by
day month year

B. Pet Damage Deposit ☒ not applicable

The tenant is **required to pay** a pet damage deposit of \$
by
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 for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the tenancy agreement, unless
 - i) 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 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

- 1) 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, and the tenant is permitted under the Act to defer the rent. If the rent is unpaid, the landlord must issue a *10 Day Notice to End Tenancy* (RTB-30) to the tenant, which may take effect 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 included in the rent, unless a reduction is required 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 the last day of the tenancy any post-dated 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 not provided the premises without notice to the landlord, the landlord must forward any post-dated 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 three 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 three 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 six 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.
- 2) 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 costs and costs of the repair.

2) Tenant's obligations:

- a) The tenant must maintain reasonable cleanliness and sanitary standard of the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to prevent damage to the residential property caused by the actions or neglect of the tenant or the actions or neglect of the tenant's guests. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) If the tenant does not comply with the obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary remedy through dispute resolution under the *Residential Tenancy Act* for the costs to serve a notice to end a tenancy, if applicable.

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 telephone number of the designated person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two attempts to contact the designated contact person, at the landlord's reasonable time to contact for repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs at their own expense, and the landlord must reimburse the tenant from the landlord's statement of account and receipts. If the landlord does not reimburse the tenant as required, the tenant may apply for dispute resolution under the *Residential Tenancy Act* for the cost from rent. The landlord is not responsible for the completion of the emergency repairs if the tenant does not contact the designated person within a reasonable time.
- d) Emergency repairs must be urgent repairs that are necessary for the health and safety of the tenant or preservation or use of the residential property and are limited to repairs:
 - i) major leaks in pipes or the roof
 - ii) damaged or blocked water or gas pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that prevent access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) 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

- 1) 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.
- 2) 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

- 1) 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
 - i) 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;
 - c) 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 housekeeper services and the entry is for that purpose at a reasonable time.

- 3) The landlord may inspect the rental unit 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 order under the *Residential Tenancy Act* to change the locks, keys or other means of access to the rental unit and prohibit the landlord 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 periodic tenancy by giving the landlord a written notice. A notice given when the rent is due in a given month ends at the end of the following month. [For example, if a tenant wants to move at the end of May, the tenant must make sure the landlord receives the 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
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a term of the tenancy.
- 3) If this is a fixed term tenancy and the landlord does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a periodic 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 specific reasons and only in the manner set out in the *Residential Tenancy Act* and the landlord must give the approved notice to end a tenancy from the Residential Tenancy Branch.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement.
- 6) The tenant must vacate the residential unit 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 the tenancy agreement promptly, and in any event within 14 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, under the *Residential Tenancy Act*.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there ☐ is ☒ is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business

BIAVATI

last name

ALESSANDRO

first and middle name(s)

Signature:

Date:

last name

Jan 28, 2018

first and middle name(s)

Signature:

Date:

TENANT(S):

BEST

last name

DUSTIN

first and middle name(s)

Signature:

Date:

last name

Jan 20/18

first and middle name(s)

Signature:

Date:

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

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 RTA, as amended from time to time, take priority over the of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or for intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

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

Victoria 250-381