



Residential Tenancy Agreement

#RTB-1

important notes:

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 legal 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 (form RTB-2).

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.

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

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 business name)

JANSON
last name

ESIRELISA
first and middle name(s)

PAINE
last name

ERROL
first and middle name(s)

and the **TENANT(S)**:

SMITH
last name

TIANNA
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:

1107 KING ROAD GIBSONS

VANCOUVER

ADDRESS FOR SERVICE of the landlord landlord's agent:

497 KING ROAD GIBSONS B.C. V6V 1K5

daytime phone number

other phone number

fax number for service

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of any tenancy agreement that may be made under that Act, or any standard terms. If any term of this tenancy agreement does not 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

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

This tenancy starts on: 1 July 2017
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: 24 months ending on 1 July 2018

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.

to the right

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

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 \$ 800.00 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) 1st 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 for Unpaid Rent (form RTB-30) 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

Sewer Stove and oven Internet Furniture Other: _____
 Garbage collection Dishwasher Storage Carpets
 Electricity Refrigerator Laundry (free) Parking for _____ vehicle(s) Other: _____
 Additional: _____

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ 800.00

by

15	July	2015
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 payable for the residential property,

b) to keep the security deposit and pet damage deposit during the tenancy and any interest on it in accordance

with the provisions of the Residential Tenancy Act and the regulations under the Act, and to pay the interest on the security deposit and pet damage deposit to the tenant within 45 days of the end 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 end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

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

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 33 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

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

7. PAYMENT OF RENT

tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a *10 Day Notice to End Tenancy* (form PTR-30) 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 provided in the rent, unless a resolution 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

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.

17. ADDITIONAL TERMS

- a) write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters 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 must 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 this tenancy agreement:

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

LANDLORD(S):

(If only one landlord is a business name, use the last name here box to enter the full legal business name)

RANCONI

ESTERICA

last name

first and middle name(s)

Signature:

[Handwritten Signature]

Date:

July 1, 2017

RANCONI

ESTERICA

last name

first and middle name(s)

Signature:

[Handwritten Signature]

Date:

July 1, 2017

TENANT(S):

SMITH

TRINIA

last name

first and middle name(s)

Signature:

[Handwritten Signature]

Date:

July 1, 2017

last name

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.

Assignment of the RTA – The RTA applies to the new landlord and tenant if the RTA was assigned to the new landlord and tenant at the time 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. The report must 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 can't agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an 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, types of disputes can be resolved through 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 250-387-1602

ERROL PAINE

604-741-3474

Account Officer, Retail Mortgage Division
Housing Loans Department
Iloilo Business Center

General Luna Highway, Iloilo City, 5000

August 25, 2017

Dear Sir:

Please accept this as a "proof" of my agreement to pay one thousand

living in.

You may contact me by phone for verification: 604-741 3474

THANK YOU VERY MUCH.

Truly yours,


ERROL PAINE
Budget Plumbing

Copy furnished. ESTRELLA SAISON