



The information and documentation included in this package was gathered from assumed reliable sources but should not be relied upon without further independent investigation and verification by the Buyer.



21-111 McKinstry Rd



If you've been searching for an affordable way to enter the market, this is it. This 2-bedroom, 1-bath manufactured home offers incredible value for those willing to renovate and make it their own. Set in an established 55+ community, this property sits on a spacious lot with a covered deck, single carport, two storage sheds, and ample parking. Inside, you'll find a functional layout with open-concept living and kitchen spaces, ready for your renovation ideas. Conveniently located just minutes from downtown Duncan, you'll enjoy quick and easy access to shopping, restaurants, medical services, and all the essentials. With some TLC there is lots of potential here — This home is a chance to create something special in a well-located, peaceful community.

Area

Bedrooms

Bathrooms



Lot Size Floor Space

Dan Johnson*

(250) 709-4987 wrkn4you@gmail.com www.DuncanBCRealEstate.ca

Pemberton Holmes Ltd

Duncan

696 Sqft

2

23 Queens Rd Duncan, BC V9L 2W1

Amera Johnson

\$902 (2025)

1007229

(778) 838-8685 amerajohnsonrealestate@gmail.com www.DuncanBCRealEstate.ca

1970

2

Age

Taxes

MLS#

Parking



Property One Page Resi Client

302 - 2885 Boys Rd Duncan BC V9L 4Y9 MLS® No: 1007229 \$95,000 Active



If you've been searching for an affordable way to enter the market, this is it. This 2-bedroom, 1-bath manufactured home offers incredible value for those willing to renovate and make it their own. Set in an established 55+ community, this property sits on a spacious lot with a covered deck, single carport, two storage sheds, and ample parking. Inside, you'll find a functional layout with openconcept living and kitchen spaces, ready for your renovation ideas. Conveniently located just minutes from downtown Duncan, you'll enjoy quick and easy access to shopping, restaurants, medical services, and all the essentials. With some TLC there is lots of potential here — This home is a chance to create something special in a well-located, peaceful community.

Room	Level	Dims/Pieces
Bathroom	Main	4-Piece
Bedroom	Main	9'x8'
Bedroom - Primary	Main	11'x10'
Kitchen	Main	12'x10'
Laundry	Main	2'x4'
Living Room	Main	12'x16'

ILS® No: 1007229 itatus: Active irea: Duncan DOM: O ub Type: Manufactured				
Pend Date:	Title: Pad Rental	Interior		
				-
Beds: 2 FinSqFt Total: 696 2pc Ensuites: 0 Layout: Rancher Heating: Forced Air, Oil Intr Ftrs:	Baths: 1 UnFin SqFt: 0 3pc Ensuites: 0	Kitchens: 1 SqFt Total: 696 4+pc Ensuites: 0 Appl Incl: F/S/W/D Cooling: Air Conditioning	Fireplaces: 0 Basement: No Beds or Dens: 2	Storeys: Addl Accom: Laundry: In House
		Exterior/Building		
Built (Est): 1970 Construction: Aluminum Lgl NC Use: Exterior Ftrs:	Front Faces: East Siding Access: Road: Paved	Storeys: Foundation: None	Bldg Warranty: Roof: Metal Bldg Style:	
		Lot		
Lot SqFt: 0 Park Type: Carport, Driveway	Lot Acres: 0.00 Park Spcs: 2	Dimensions: View:	Shape: Waterfront:	Water: Municipal
Carport Spcs: 1 Sewer: Sewer To Lot	Garage Spcs: 0 Restrictions: Neighbourhood, Easy Access,	Services: Landscaped, Recreation Nea	by, Shopping Nearby	
	···· j ·····, -·· , ····,	Legal/Public Records	-,,,	
Assessed: \$68,600 PID: Plan Number: Legal Description: QUAMI WIDEMANUFACTURED H	Assess Yr: 2025 Roll No: 27302000 Lot: Block: CHAN LAND DISTRICT, MANU OME PARK	Taxes: \$902 Zoning: R5 District Lot: FACTURED HOME REG.# 4025	Tax Year: 2025 Zone Desc: Multi-Family Land District: 5, BAY # 302, 04315 SILVE	
		Strata		
Strata/Pad Fee: \$618 Complex: Balc SqFt: Park SqFt: Depr Rpt?: Rent Allwd?: No Rentals Yngst Age: 55 Pets Allwd: Aquariums, I Caged Mammals	Strata/Pad Fee Year: 20 Bldgs/Cmplx: Patio SqFt: Park Incl: Plan Type: Birds, no cats or dogs, please	Str Lots/Cmplx: LCP SqFt: Park Cmn Sp: Lvls in Unit:	Mgr Phone: Str Lots/Bldg: Stor SqFt: Park LCP Spc: Unit's Level:	
BBQs Allwd: Yes Smoking Byl: No Unit Incl: Assmt Incl: Shrd Am:				



1 Privacy Policy | More Info

Residential Mobile Home Park Zone (R5)

Permitted Uses

60 (1) The permitted uses for the R5 zone are as follows: Accessory Dwelling Unit Home-based Business Mobile Home Park Mobile Home Park Office

Minimum Lot Size

- (2) (a) The minimum permitted lot size for the R5 zone is 2.0 hectares (4.94 acres).
 - (b) The minimum permitted area for a mobile home space is 325 m² (3,498.39 sq. ft.).

Minimum Frontage

(3) (a) The minimum permitted frontage for the R5 zone is 60.0 m (196.85').
(b) The minimum permitted frontage for a mobile home space is 12.0 m (39.37') or, in the case of a cul-de-sac or panhandle lot, 6.0 m (19.68').

Density

- (4) The maximum permitted density for the R5 zone is as follows:
 - (a) The maximum number of units is twenty units per hectare (8 per acre).

Buffer

- (5) A landscaped buffer, which is separate from the individual mobile home pads, shall be provided of not less than 8.0 m (26.25') in width along the front lot line, and not less than 5.0 m (16.40') in width from any other lot line of the mobile home park. Within this buffer area, no buildings or dwellings, nor parking or storage of motor vehicles, nor roadways other than perpendicular crossing shall be permitted.
 - (a) Despite the foregoing, in the case of a corner lot, lot lines which abut highways shall have a buffer of not less than 8.0 m (26.25') in width.

Minimum Setbacks

- (6) The minimum permitted setbacks for the R5 zone are as follows:
 - (a) Mobile Home Park Office Yard, Front, 8.0 m (26.25') Yard, Side, 5.0 m (16.40') Yard, Rear, 5.0 m (16.40')
 - (b) Accessory Buildings and Structures (Excluding Fences) Yard, Front, 8.0 m (26.25') Yard, Side, 5.0 m (16.40') Yard, Rear, 5.0 m (16.40')

Minimum Yard Requirements for Each Mobile Home Space

(7) The minimum yard requirements for each mobile home space in a Mobile Home Park in the R5 zone are as follows:

Yard, Front, 1.8 m (5.91') in depth Yard, Side, 1.5 m (4.92') in width Yard, Rear, 1.8 m (5.91') in depth

Maximum Building Height

- (8) The maximum permitted building heights for the R5 zone are as follows:
 - (a) Principal Building, 7.6 m (24.93')
 - (b) Accessory Building, 7.6 m (24.93')

Mobile Home Space Coverage

- (9) (a) The mobile home and additions to it, exclusive of a carport, must not cover more than 35% of the mobile home space upon which it is situated. [BL3323]
 - (b) Any addition to a mobile home, exclusive of a carport, porches, open sundecks, and detached storage sheds, shall not be larger in area than 20% of the floor area of the mobile home.

Recreation Area

- (10) In addition to the perimeter buffer area, a recreation area of not less than 5% of the gross site area shall be established.
 - (a) Where indoor recreation space is provided, it shall be counted as double its actual area.

Conditions of Use

(11) Mobile home parks are also subject to "Mobile Home Park Bylaw 1978", No. 1775.

BC ASSESSMENT

The information in this report is provided for your information and convenience. If the information has been altered for any reason from the format in which it was originally received verification may be required by BC Assessment. In any case of doubt, the official BC Assessment records shall prevail.

302-2885 BOYS RD DUNCAN V9L 4Y9

Area-Jurisdiction-Roll: 04-315-27302.000



Total value	\$68,600
2025 assessment as of July 1,	2024
Land	\$O
Buildings	\$68,600
Previous year value	\$70,100
Land	\$O
Buildings	\$70,100

Property information		Leg
Year built	1970	QU/ REC
Description	MH - Single Wide	MAI
Bedrooms		PID
Baths		
Carports	с	
Garages		Sale
Land size		Nos
First floor area	696	
Second floor area		
Basement finish area		
Strata area		
Building storeys	1	
Gross leasable area		Mar
Net leasable area		Wid
No.of apartment units		Tota

al description and parcel ID

AMICHAN LAND DISTRICT, MANUFACTURED HOME G.# 4025, BAY # 302, 04315 SILVER PARK 12 WIDE NUFACTURED HOME PARK

es history (last 3 full calendar years)

sales history for the last 3 full calendar years

Manufactured home		
12 Ft		
58 Ft		
696 Sq Ft		

Register with BC Assessment



Search properties on a map

Compare property information and assessment values

devices

Store and access favourite properties across

View recently viewed properties

PROPERTY INFORMATION

General Property Information		
Civic Address:	302-2885 BOYS RD	
Folio:	27302-000	
LTO Number:	378945	
PID:		
MHR Number:	4025	
Status:	Active	
Property No:	112178	
Legal:	QUAMICHAN MANUFACTURED HOME REG. # 4025, BAY # 302, SILVER PARK MANUFACTURED HOME PARK, MHP ROLL # 04-315-00203.000.	

Property Attributes		
Title	Value	Description
BCAA		
MANUAL CLASS	1613	Manufactured Home-Single Wide - Ave Q
ACTUAL USE	037	MOBILE HOME (WITHIN MH PARK)
FIRE AREA	SOUTH END	
CURBSIDE PICKUP		
GARBAGE SCHEDULE		
ZONING		

Property Tax Levies and Assessments Summary							
Year Notice Date	Туре	Total Levy	Class	Gross Land	Gross Improvements	Gross Assessment	Net Assessment
2025 May 02, 2025	Reg	902.27	1	0	68,600	68,600	68,600
2024 May 15, 2024	Reg	847.95	1	0	70,100	70,100	70,100
2023 May 10, 2023	Reg	833.92	1	0	79,100	79,100	79,100

Licensing Information

There is no licensing account information for this property.

Community Development

There is no community development information for this property.

Please Note: This statement is issued in accordance with Community Charter Section 249 - Certificate of Outstanding Taxes. Under 249(3), an error in a statement or certificate given under this section does not subject the municipality to damages. This property may be subject to other charges or fees.

Silver Park **Rules and Regulations**

Revised March 1. 2025

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Our rules and regulations are published to contribute to everyone's safety, property, and privacy. All tenants and occupants of the park are subject to all the terms and conditions of the Tenancy Agreement and the Rules and Regulations set forth herein as well as any signs/rules posted throughout the Park.

Note: This Park meets the requirements of the BC Human Rights Act regarding accommodation for seniors. Every site is limited to two (2) people as Tenants, one of which must be at least 55 years of age or older. To confirm proof of age photo identification may be required. All prospective purchasers must complete an application form and receive consent from the Landlord prior to purchase. It is the responsibility of the existing Tenants to ensure that this information is given to a prospective purchaser if selling privately, or to your realtor. Only one Tenancy per tenant/homeowner is allowed in Silver Park.

1. MOBILE HOME SITE OF EACH TENANT.

(a) Maintenance and Compliance: Tenants must keep their mobile homes and sites well-maintained and follow all applicable laws and regulations from local and provincial authorities.

(b) No Clutter: Tenants are not allowed to store building materials or excess items on the porches or around their homes.

(c) Buffer Zones: Some sites have a designated "buffer zone," which is an area meant for maintenance access and emergency exits. The buffer zone is indicated on a site map.

Restrictions on Permanent Structures: No permanent structures are allowed in the buffer zone. Access to the Buffer Zone: If the buffer zone is not part of your site but abuts your home, you cannot enter it without giving notice, in writing, to the adjacent tenant unless it's an emergency. Respecting Neighbour's Right to Access the Buffer Zone: If your site includes a buffer zone that provides your neighbour access to their mobile home, you cannot obstruct their right to use it. Management's Role: Management can enforce these rules, particularly regarding access to the buffer zones. In summary, tenants are responsible for maintaining their sites and respecting buffer zone access designated for maintenance and emergency purposes, with proper notice, while management has the authority to ensure these rules are followed.

(d) Improvements: The Tenant agrees not to make or permit any construction, alteration, additions, or improvements to the Site without the prior approval of the Landlord, and will comply with all applicable federal, provincial, and municipal laws and regulations pertaining to the Site, the home, and any additional structures, and to save the Landlord harmless from any violation of, or non-compliance with these laws and regulations and from all fines, penalties, and costs for such violations of non-compliance. The Tenant is solely responsible to obtain any permits for placement of a new manufactured home, or permits for any additions, alterations, or demolition to the home and/or on the Site, as required by law before the commencement of any work. This is a material term of the tenancy. Any additions or alterations to the mobile home must be completed in a short period of time to ensure the quiet enjoyment of other tenants. No alterations or changes by the Tenant to the site ground level are permitted.

(e) Landscaping: No fencing is allowed except with landlord approval. Any fencing, plants, shrubs or trees that are present now or are added in the future are to remain the responsibility of the tenant and must be maintained by the tenant at the tenant's cost (i.e. pruning of trees, cleanup of storm blow downs). Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the landlord. The Park perimeter fence must not have any attachments, vines, or plants on or against them. The Park Perimeter fence shall not be used to store lumber or other items. As a material term of this tenancy, every attempt must be made to keep your grass green by watering on designated days during summer months as per municipal water restrictions. All planters and gardens must be kept tidy and weed free; all lawns mowed and weed free. Failure to adhere to this rule can result in a notice to end the tenancy for cause.

(f) Clothes drying is permitted on the mobile home site only on an umbrella clothes dryer in an inconspicuous place. No clotheslines permitted.

(g) TV, Radio, CB antennas are not permitted. Small Satellite Dishes are permitted with the approval of the landlord <u>prior</u> to installation.

(h) Services: Tenants are responsible for the expense of replacing or servicing water, sewer, electrical or television, oil, propane etc. connections to and on their homes. The Park services to the site only. All connections including taps or pipes above the ground level are the responsibility of the tenant. Municipal sewer charges are the responsibility of the tenant and are due directly to the municipality or other governing body when directed. Some utility charges that are billed to the Landlord by outside suppliers, which are the responsibility of the tenant, will be reimbursed to the landlord. NO electrical upgrades or HEAT PUMPS without Landlord written approval. The Tenant will not attempt to use more power than the service available for the site, without permission from the Landlord. The tenant will not enter any hydro powerhouse on Park premises.

(i) Water: Please use water responsibly. Excessive use of water by tenants in not permitted, such as washing of streets, commercial vehicles, guest's vehicles, or overnight watering of lawns. Please follow City of Duncan or Municipality of North Cowichan water restrictions in the summer months. Reduce wastewater during power outages.

(j) Inspection and repairs: Landlord or agent of landlord may enter upon the premises during reasonable hours or at any time during an emergency, to inspect with regard to enforcement of these rules, or to erect, use and maintain pipes and conduits in and through the Premises, as landlord may deem necessary or desirable, and to take all material into and on the premises as may be required. The Landlord is permitted to enter the site for reasonable purposes by giving the tenant 24 hours written notice as per the MHPTA and MHPTR. The tenant cannot refuse the Landlord access if they receive the required 24 hours notice in writing.

(k) No outside fire-pits or campfires. Small propane fire pits or fire tables, and BBQ's are allowed. No playground equipment or Tents. Tarps only for short-term use, not for shade or temporary roofing. Gazeboes are permitted by Landlord approval of placement only. No hot tubs.

(I) **Tenant must ensure** that the skirting on your home is in good condition and the under-side of your home is sealed or screened to prevent wildlife from nesting in or under your home.

(m) Home Heating: The Tenant shall not change their mode of heating in their home without first informing the Landlord to ensure the type of heating is approved. NO WOOD BURNING STOVES OR FIREPLACES ARE ALLOWED. The use of Pellet Stoves is permitted with appropriate permit. NO HEAT PUMPS without Landlord approval of placement and electrical survey to ensure power needs.

(n) No tarps on roofs are allowed longer than 14 days and must be held down in a safe manner.

(o) No greenhouses in front of homes. All greenhouses must have landlord approval prior to placement.

2. RENT: Rent is <u>due **on** or before the **first** day of each month. Continually late rent may be cause to end the Tenancy. There will be a \$25.00 service charge in addition to bank fees for NSF cheques. Post dated cheques are most welcome.</u>

3. GUESTS: Silver Park is renting the site only to the person(s) named on the Tenancy Agreement. If you wish to have a new member join the household, that person must fill out an application and be accepted as a tenant by park management. Any person staying at the site that is not a registered tenant will be considered a guest and must leave if the Tenant is not residing at the site. Guests are allowed no longer than 14 consecutive days and no more than 30 cumulative days per rolling 12-month period unless agreed to in writing by the landlord. The Tenant must ensure that all guests abide by the terms of the Tenancy Agreement and these Rules and Regulations including conduct, behavior, noise and disturbances and length of stay. Overnight guests must not bring pets with them. Guests under 18 years of age must be supervised by an adult and should not be permitted to play or roam outside of the Tenants site unless accompanied by an adult. No roomers or lodgers are permitted in accordance with the Tenancy Agreement. No vacation/short-term rental, or "bed and breakfast". No Airbnb, VRBO, or similar operations. Occupants are not tenants and have no rights or obligations under the MHPTA. No guests in Recreational Vehicles allowed at the site.

4. PETS: Indoor pets only are permitted (i.e. small birds, fish, hamsters) **excluding Cats and Dogs**. <u>Cats and</u> <u>Dogs are not permitted</u>. No livestock or exotic pets (snakes, lizards). For the protection of all park residents, pets

that are noisy, unruly or cause complaints will have to be removed from the Park. No PET-SITTING for friends or family. Please do not feed the stray cats and dogs, birds, or wildlife. Guests staying overnight must find accommodation for their pet outside of the park premises. Guests cannot walk their pets on the Park roads or on your site. All visitors' pets must be on a leash from the vehicle to the tenants home and not allowed to wander or enter another tenant's site. This is a material term of your Tenancy.

5. EXTENDED ABSENCES: Tenants planning to be away for more than 30 days <u>must</u> provide post-dated rental cheques and arrange for maintenance of the lawn, garden and home site, and leave emergency contact information with the Landlord.

6. VEHICLES: Pedestrians have the right-of-way. The speed limit is 20 kmh. (approx. 10 mph.) Exceeding the limit is dangerous. Noisy vehicles or other disturbing conveyances are not allowed on the Premises. No repairs or renovations are allowed at home sites, (for example: repairs or renovations to automobiles, boats, RV's, campers, motorcycles, scooters, etc. The tenant will use the assigned parking stall on their lot to park their vehicle and will not park their vehicle within one (1') of the shared lot line with the tenant next to them on either side. No parking is allowed on Park streets or on lawns at any time. Additional (other than the 1 allotted) vehicles, RV's, boats, utility trailers, and the like, must be kept off Park property. Silver Park does not provide RV storage or storage of travel trailers, motor homes, boats, utility trailers, campers (on or off the truck, or vehicle tents) or additional cars, large trucks (over 3/4 ton). These must not be parked at your site. No unlicensed vehicles at your site unless vehicles have storage insurance for liability purposes and the landlord has a copy of the storage insurance on file. Any vehicle operated on the streets in Silver Park must be properly licensed and insured and the driver must be licensed to operate a vehicle in the Province of BC. No canvas or plastic car garages.

7. COMMERCIAL ENTERPRISES:

(a) No selling, soliciting, canvassing or commercial enterprises are allowed within the park.

(b) No signs or advertisements of any nature may be displayed by the Tenant within the pad area or on any area of the park except as designated by Park Management.

c) The landlord shall use his/her best efforts to control soliciting and canvassing from outside sources but shall not be liable if outside sources do not comply.

8. GARBAGE: Your garbage can (1 can only) is for household garbage only. No importing of garbage from outside sources. All garbage must be put in garbage containers as specified: <u>Garbage to be bagged, deposited</u> in cans and placed in front of your home by 8:00a.m. on WEDNESDAY or THURSDAY mornings. Site location will determine which day. No burning of trash, leaves or other materials is allowed.

9. GENERAL CONDUCT: The rights and privacy of each tenant must be always respected by other tenants. Tenants are required to keep noise levels from whatever source to a minimum. Loud, foul, and vulgar language aimed at another tenant on Park property or tenant sites is prohibited. Loud and annoying parties are not allowed at any time, and tenants shall control their guests. Violations may lead to eviction. Continued or aggravating noise from any source is not allowed. No loud noise before 7:00 a.m. or after 10:00 p.m.

10. SUBLETTING OF MOBILE HOMES: The Tenant understands and agrees that <u>no subletting</u> of the manufactured home will be permitted at any time during this tenancy or on this site. At least one tenant must be the registered owner of the home. Only one Tenancy per tenant/homeowner is allowed in Silver Park. No individual can own more than one home in Silver Park at the same time without Landlord consent. **No Airbnb, VRBO, BnB, or similar operations**.

11. VIOLATIONS OF RULES AND REGULATIONS, COMPLAINTS, ETC.: The Landlord encourages the direct communication of violations of any of the Rules and Regulations between tenants themselves. The rules are for all of the tenants and reasonable people will adhere to them for the common good. They are not to be used to badger each other **or** the Landlord. The landlord shall use his/her best efforts to enforce Park rules but shall not be liable in the event that a Tenant does not comply. <u>All complaints must be in writing</u>. Any tenant in violation of a Park rule(s) will be dealt with in accordance with the Manufactured Home Park Tenancy Act.

12. LIABILITY: The tenant acknowledges that the use of common areas by himself and his guests are entirely at their own risk. Furthermore, the Landlord is not responsible or liable for damage, injury, or loss by accident, theft, fire to either the property or person or residents or their guests. This will be considered full notification that the Tenant will be held liable for any and all damage caused by him/her, guests, or others to the site and common

areas, and that the Tenant assumes all such responsibility. The tenant assumes <u>all</u> responsibility for any oil contamination to their site, other sites, and common areas inside and outside the park. Tenant assumes all responsibility for any warranties or insurances from third parties such as oil companies or insurance agencies. Tenant must have appropriate insurance to cover material terms of the tenancy. Tenant must have appropriate insurance their liability for oil contamination spills. Oil tanks an approved container or be a Safety Tank.

13. HOME SALES: BEFORE listing a home for sale, the owner of the home to be sold must notify the landlord. At this time, he/she will be provided with the information needed to proceed with the sale. (I.e. Application for Tenancy, End of Tenancy Agreement for the vendor, Rules and Regulations etc.) or he/she shall arrange for their Realtor to contact the landlord for this purpose. The Tenant agrees to sign an Agreement to End the Tenancy prior to property transfer. Prospective purchasers applying for a Tenancy for the purpose of renting the home will be rejected. The tenant will not knowingly give false information about the manufactured home park to a prospective tenant or purchaser viewing the manufactured home park or to other tenants. Any electrical upgrades required will be at the expense of the tenant. If rent is owing on the site at the time of, or during, the listing of the home, the Tenant consents to rent status being shared with listing and selling Realtors, Lawyers, Notaries, and their representatives and/or prospective purchasers who are purchasing privately. Note that "For Sale" signs create an unfavourable impression of the Park and generally decrease the value of homes in the Park. The Park policy is that signs must be placed in the front window or attached to the home. No signs shall be placed in the ground on or around the site. No "Open House" signs on Park property. Application forms can take up to five days to process. Please allow for this extra time when negotiating your sale. The tenant will not knowingly give false information about the manufactured home park to a prospective tenant or purchaser viewing the manufactured home Park. Please note Silver Park does not sign bank mortgage forms, site lease agreements or landlord consent forms.

14. ESTATES: In the event the home becomes the property of an Estate the Executor of the Estate is required to immediately contact the Landlord for instructions regarding Park Rules and the Tenancy Agreement. The Tenant is responsible for informing their Executor of this requirement. The Tenant will inform the Executor that they have agreed to sign an Agreement to End the Tenancy. The Estate inherits the Tenancy Agreement and the Park Rules and is required to abide by them. The home <u>cannot</u> be occupied by any person who is not on the Tenancy Agreement save for the Executor (and only to repair, clean or prepare the unit for sale), or a person or persons not approved in writing by the Landlord. No unauthorized occupant under the age of 55 is permitted.

15. CONTACT INFORMATION: The tenant agrees to provide the landlord with current contact information where the tenant can be reached. In the event of a sale of the tenant's home, the tenant agrees to provide the Landlord with a forwarding address and telephone number. The tenant agrees that if their telephone number or address changes during the tenancy they will promptly inform the Landlord with the new information.

Received by		Date:	
Signature			
Received by		<u>Date:</u>	
Signature			
CONTACT INFORMATION :	Phone :		
	Email :		

MANUFACTURED HOME SITE TENANCY AGREEMENT

THIS AGREEMENT is entered into between:

Silver Campsites Ltd.

(The Landlord)

and

sample_

(The Tenant/s)

1. AGREEMENT: The Landlord agrees to rent to the Tenant(s) the Premises on the terms and conditions set out below.

NOTE: This is a Park that meets the requirements of the BC Human Rights Act regarding accommodation for seniors. Every site is reserved for residents at least one of which must be 55 years of age or older. The tenant that is 55 years of age or older must be in residence. To confirm that at least one of the Tenants under this Agreement qualifies, a copy of his/her birth certificate and/or picture identification may be required for filing with the landlord. <u>Each and</u> all the covenants, terms, provisions, and agreements contained herein shall be binding upon and inure to the benefit of both parties' heirs, successors, and assigns.

2. PREMISES: The rented premises consist of the land only, described as Pad ________ at civic address **2885 Boys Rd., Duncan, BC V9L 4Y9** approximately as outlined on the park plan attached as Addendum A. Please note: The Park mailing address is different and is written at the end of this agreement. The zoning area for where your home is situated is governed by a zoning bylaw with the Municipality of North Cowichan and is R5 zoning (manufactured home park).

3. TERM: The Tenancy starts on ______ and continues on a month-to-month basis. The tenant is provided with an occupation of the site subject to this tenancy agreement and park rules.

4. NON-TRANSFERABLE: This tenancy agreement is not transferable to another site. Only one Tenancy per tenant/homeowner is allowed in Silver Park. No Tenant can own more than one home in Silver Park at the same time without Landlord consent.

5. RENT: The Tenant will pay a full month's rent of **\$_618.00** per month to the Landlord, subject to rent increases given in accordance with the *Manufactured Home Park Tenancy Act*. The rent is due on the **FIRST** day of each month. The rent includes only the following services supplied by the Landlord: Garbage collection, water, and one parking stall as stated in the Park Rules and Regulations. If the possession date of a sold home falls after the first day of the next rental period, the selling Tenant is responsible to pay a full month rent to the Landlord. Any adjustments will be issued by the tenant's legal representative for the sale. An initial rent increase may take effect no sooner than 12 months after the date that the rent was established under this agreement, and 12 months after the date for any future rent increase. Three (3) full months' notice will be given on the approved Rent Increase form for manufactured home sites. Non-payment of rent will result in the Landlord issuing a *NOTICE TO END TENANCY* in accordance with the *Manufactured Home Park Tenancy Act and Regulations*.

6. PAYMENT: The Tenant will pay rent to the Landlord at the Park office, #214 in Silver Park, on the **<u>FIRST</u>** day of each month. Post-dated cheques or money orders are the preferred method of payment. Cheques or money orders should be made out to **"Silver Campsites Ltd."** or **"Silver Park"**. Payment can also be mailed to the address at the bottom of this agreement.

7. SERVICE CHARGES: Any cheque returned for any reason will result in a service charge of \$25.00. Service charges are due in addition to, and form, a part of the rent due for that month.

1

8. PROPERTY TAXES/MUNICIPAL CHARGES: It is a material term of this Agreement that the tenant pays property taxes on the tenant's home on time unless they are age deferred; failure to do so could interfere with the landlord's lawful interest. If the tenant's un-deferred property taxes become overdue, the landlord can seek an Order through dispute resolution requiring the tenant to pay the property taxes. Failure to comply with that Order could result in the tenancy being ended. Municipal charges directly billed to the Site as well as taxes on the home and its additions and Site improvements are the responsibility of the Tenant, to be paid when due directly to the municipality or other government body, including taxes on sewer, accessory equipment and structures such as awnings, skirting, sheds, garages, steps, porches, fences and other improvements made or installed by the Tenant, former Tenant or by persons other than the Landlord.

9. PETS: The Tenant agrees not to keep or allow animals or pets of any kind on the premises other than those specified in the Park Rules and Regulations attached to this agreement as Addendum's B. **Specifically, NO CATS or DOGS.**

10. IMPROVEMENTS: The Tenant agrees not to make or permit any construction, alteration, additions, or improvements to the Site without the prior approval of the Landlord, and will comply with all applicable federal, provincial, and municipal laws and regulations pertaining to the Site, the home, and any additional structures, and to save the Landlord harmless from any violation of, or non-compliance with these laws and regulations and from all fines, penalties, and costs for such violations or non-compliance; the Tenant is solely responsible to obtain any permits for placement of a new manufactured home, or permits for any additions, alterations, or demolition to the home and/or on the Site, as required by law. This is a material term of the tenancy.

11. OCCUPANTS: The Tenant agrees that no roomers or lodgers will be permitted and that the Premises will not be used for any other purpose than as a private residence to be occupied <u>only</u> by the persons named on this agreement, and only up to a maximum of two persons who have applied and been accepted by Silver Park management. Guests are allowed no longer than 14 consecutive days and no more than 30 cumulative days per year unless agreed to in writing by the landlord. The tenant agrees that any guests will vacate the premises if the tenant no longer resides in the unit. "House sitters" are considered to be guests and as such will be governed by this section of the Tenancy Agreement. An unauthorized occupant is not a tenant and as such has no legal rights or obligations under the MHPTA. Unauthorized occupants must vacate if the Tenant is no longer in residence. If the Tenant wants to add a person to the Tenancy, that person must make an Application to Silver Park and be approved. The tenant agrees to end the tenancy and enter into a new tenancy to add an occupant as a co-tenant.

12. SUBLETTING: The Tenant understands and agrees that **no subletting** of the manufactured home will be permitted at any time during this tenancy or on this site. The site, which contains the Tenants manufactured home, may not be used as a vacation/short-term rental, or "bed and breakfast". **No Airbnb, VRBO, or similar operations**.

13. SALE OF HOME: The Tenant may sell his/her home at any time but must inform the Landlord prior to sale. The Tenant agrees to sign an Agreement to End the Tenancy for the site prior to a new owner taking possession. If the prospective Purchaser intends for the home to remain on the Site or in the Park, the Purchaser must complete a Silver Park Application and obtain approval from the Landlord prior to the completion of the sale. "*For Sale"* signage must be in accordance with Park Rules. Silver Park **does not sign** bank site lease agreements for mortgages. If rent is owing on the site at the time of, or during, the listing of the home, the Tenant consents to rent status being shared with listing and selling Realtors, Lawyers, Notaries, and their representatives and/or prospective private purchasers.

14. TENANT RESPONSIBILITIES AND OBLIGATIONS: In addition to meeting any other obligations under the MHPTA, the Tenant agrees to the following as material terms of the tenancy:

(a) that the tenant will not interfere with the rights of the landlord or the rights of other

tenants or their guests on the Site or in the Park, and will promote the safety, enjoyment, and comfort of others by ensuring that the Tenant, his family and his guests do not disturb,

harass, or annoy other park residents, the landlord and/or neighbours, in particular avoiding loud music, noise or loud conversation which may disturb others' quiet enjoyment, No canvassing, no soliciting, and no panhandling.

(b) that the Tenant will not perform illegal acts or carry on an illegal trade, or a business or occupation on the Site, the common areas, or the property of which they form a part, and will comply with all applicable federal, provincial and municipal laws and regulations pertaining to the Site, the home and any additional structures, and to save the Landlord harmless from any violation of, or non-compliance with these laws and regulations and from all fines, penalties, and costs for such violations of non-compliance;

(c) that the Tenant will not endanger persons or property on the Site, the common areas or the property of which they form a part; and will not jeopardize a lawful right or interest of another occupant or the landlord.

(d) that the Tenant will not permit water to be wasted, or to burden the septic system with water, or to permit leaks in the water supply system owned by the Tenant (such as dripping taps or toilets), and that water connection lines, pipes and taps will be properly insulated over the entire exposed length; that the tenant acknowledges that the park services to the site only, that all connections above the ground are the responsibility of the tenant to maintain and repair.

(e) that the Tenant will not permit the introduction of substances or materials into the septic system that might reduce its life and/or its capacity to function properly, and that the sewer service connection and sewer line to the home will be protected and maintained;

(f) that vehicles parked on the Site or in the Park must be currently insured for use on public roads and be in operating condition; or have proof of storage insurance; and that no automotive repairs be done at the Site.

(g) that the tenant will use the assigned parking stall on their lot to park their vehicle and will not park their vehicle within one foot of the shared lot line of the tenant next to them on either side, if possible.

(h) that at all times the person/s listed as the "Tenant" on this Tenancy Agreement must be one of the legal registered owner/s of the home which occupies the Site.

(i) that the Tenant will maintain ordinary health, cleanliness and sanitary standards throughout the Site and the Park, and will maintain the exterior of his home and yard (the Site) in a safe, neat and attractive manner, with no excess accumulation of flammable or non-flammable items; that the tenant acknowledges that he/she is responsible for ensuring that the undercarriage of the home is sealed and that the skirting be in good condition and impermeable to wild life and the possibility of wildlife nesting under their home.

(j) that the Tenant agrees to inform the Landlord of any repairs to the park or services that may be required in accordance with the MHPTA.

(k) that the Tenant agrees to accept any notice, order, process, or document required or permitted to be given when served in accordance with the MHPTA.

(I) that the tenant will vacate the Site at the termination of the tenancy and leave the Site in a clean condition.

(m) that the tenant <u>will not install a heat pump, air conditioner or any other</u> <u>electrical device in the home or on the site</u> or attempt to use more power than the service available for the site and the power utilized by the Park as a whole, without permission from the Landlord. The tenant must apply in writing to management to install a heat pump and have that application approved in writing. No electrical equipment additions or upgrades with out an Electrical Permit from the appropriate governing body, supplied to the Landlord prior to installment.

(n) that the tenant **will not enter** any hydro powerhouse on Park premises.

(o) the tenant will not knowingly give false information about the manufactured home park to a prospective tenant or purchaser viewing the manufactured home park.

(p) that the tenant or a person permitted in the manufactured home park by the tenant will not cause extraordinary damage to the manufactured home site or the manufactured home park and agrees to repair any damage to the manufactured home site, as required under section 26 (3) *[obligations to repair and maintain],* within a reasonable time.

A breach of the terms of this Section of this Agreement may result in termination of the tenancy.

15. PARK RULES: The Tenancy created by this Agreement is subject to the Rules and Regulations, which he/she has read and signed. The Tenant agrees to strictly comply with the Park Rules. The Landlord may make changes or additions to the Park Rules as deemed necessary for the best interests of the Park and its tenants, which come into effect 2 weeks after receipt, in accordance with MHPTA and Regulations. The Landlord shall use his best efforts to enforce Park Rules but shall not be liable if a Tenant does not comply.

16. LIABILITY AND INSURANCE: The Tenant agrees that he is responsible to insure all personal property including the home, its contents, and all accessory equipment (such as oil tanks) and structures and other improvements, located on the Site or anywhere in the Park, and that the Landlord shall not be liable for, or on account of, any loss or damage to such property due to but not limited to the action of the tenant or any third party, fire, water, theft or burglary, vandalism, the elements, or interruption of any services including but not limited to sewer, water, power or any other similar causes. The Tenant further agrees to obtain such insurance as is necessary to protect the Tenant, occupants and guests of the Tenant, or others from loss, injury, or liability. The Tenant agrees to accept full responsibility for any environmental contamination due to leaking or ruptured oil tanks and their attachments. The Tenant agrees with the Landlord not to do, or permit to be done, anything which may void or render voidable the policy or policies of insurance covering the Site and the Park, or which may cause the premiums in respect of the policy to increase.

<u>Tenant's Waiver</u>: Unless the Landlord is in breach of a lawful duty, the Tenant waives and releases the Landlord from any liability whatsoever in connection with the use by the Tenant, occupant or guest, or animal permitted by the Tenant, of the Site or the Park, its services, furnishings, equipment or facilities supplied by the Landlord.

17. ESTATE MATTERS: In the event this mobile home becomes the property of an Estate the home can either be moved (with thirty (30) days written notice to the Landlord) or remain on site to be sold to a Tenant approved of by the Landlord provided that the home complies with electrical, safety and health codes. The Tenant agrees to inform their Executor that the Tenant has agreed to sign an Agreement to End the Tenancy prior to sale of the home. If rent is owing on the site at the time of, or during, the listing of the home, the Tenant consents to rent status being shared with

listing and selling Realtors, Lawyers, Notaries, and their representatives, and/or prospective purchasers who are purchasing privately.

18. SECURED PARTY: The name and address of each lender who has a secured interest in the Tenant(s) mobile home is ______. The Tenant agrees that a copy of his/her tenant agreement may be given to the secured party named on this agreement.

19. SEVERABILITY: If any term, covenant, condition, or provision of this Tenancy Agreement is held invalid, illegal or unenforceable by a court or any other tribunal of competent jurisdiction, that provision shall be deemed to be severed and of no further force and effect. All other provisions of the Tenancy Agreement shall remain in full force and effect. If the information provided by the Tenant to the Landlord is determined to be deceptive or untrue this Tenancy Agreement shall be voided and a "Notice to End Tenancy" could be served upon him/herself.

20. ATTACHMENTS: The following attachments are Material Terms and form part of this Tenancy Agreement:

Addendum A: Site Map Addendum B: Park Rules and Regulations Addendum C: Crime Free Addendum X denotes "no" ✓ denotes "yes"

EMERGENCY CONTACT: In case of emergency concerning the Tenant's mobile home or the Pad during a time when the Tenant is not available, the Landlord may contact:

Since Silver Park is a community of seniors, the tenant agrees to provide the Landlord with a next of kin or legal representative for the purpose of mutual communication should the tenant experience medical distress.

Next of Kin:_

UNDERSTOOD AND AGREED UPON this day of		
LANDLORD		
	by Do not sign	
	for Silver Campsites Ltd. (Company name)	
TENANT/S		
Telephone:	Email Address:	

Silver Park contact information:

Silver Campsites I td

Silver Campsiles Llu.	250-746-7294
P.O. Box 489,	
Duncan, B.C. V9L 3X8	
To Contact the Landlord or Maintenance in an numbers are as follows:	emergency, the current emergency
Rent and Tenancy Information: Janet Richardson Fax: 250-748-8022	250-746-7294

Telenhone/Fax.

Emergency-only maintenance information: David Carlson......250-743-2088

No calls after 5:00 p. m. unless it is a services emergency, however, both contact numbers can be used by the Tenants in a lack of Park provided services 24/7. Park provided services that qualify as emergencies are as follows: no water, sewer issues, no power.







23 Queens Rd Duncan, BC V9L 2W1

The information and documentation included in this package was gathered from assumed reliable sources but should not be relied upon without further independent investigation and verification by the Buyer.

www.duncanbcrealestate.ca

Dan Johnson Personal Real Estate Corporation 250-709-4987 wrkn4you@gmail.com

Amera Johnson 778-838-8685 amerajohnsonrealestate@gmail.com