

REALTOR PACKAGE

Seniors Park

HIDDEN VALLEY MOBILE HOME PARK

2500 Florence Lake Road
Victoria, BC
V69 4H2

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REAL ESTATE AGENT INFORMATION
HIDDEN VALLEY MOBILE HOME PARK

To: All Sales Agents

This letter is intended to clarify the conditions that Hidden Valley Mobile Home Park requires to be followed when qualifying prospective purchasers and preparing Purchases and Sale Agreements for transactions in the Park. We hope this assists you in streamlining your qualifying process and advising your clients. If you have any questions please contact the park manager.

1. Check with Management prior to quoting the pad rent. Subject to change upon a sale.
2. All prospective purchasers/tenants (the “prospect”) must have an interview with the Park Management. The prospect must fill out the Application for Tenancy which will allow management to obtain the necessary information for a credit review, which includes references. The interview gives Management an opportunity to meet and qualify the prospect, complete paper work and advise the prospect of the rules, regulations and services of the Park. Interviews are scheduled by appointment only.
3. Prior to the interview, please fax or deliver a copy of the purchase and sales agreement and the Tenant Application to our office for review. Our fax number is: (250) 478-4491.
4. The Purchase and Sales agreement for the sale or purchase of mobile homes must include the following subject to clause without variation: “This offer is subject to the acceptance of the purchaser as a tenant in Hidden Valley Mobile Home Park by the Landlord.”
5. Hidden Valley Mobile Home Park is designated as a “55+” Park. To successfully qualify as a tenant, at least one of the prospective tenants must be fifty-five (55) years of age or older. Please make certain that your prospective purchasers are aware of these conditions, note, there is a maximum of two occupants per Mobile Home due to sewage disposal capacity.
6. Copies of required forms are available for pick up or email from the Park Management. Please contact Management for a detailed package if not yet received.

All forms must be returned and signed in order for the Tenant to be accepted, note, all Mobile Homes are to be owner occupied. Again, please contact the Manager to receive any additional information and to arrange the interview.

Regards,

Victoria Powell

Manager, Hidden Valley Mobile Home Park

Phone: (250) 478-2535

Fax: (250) 478-4491

Email: hiddenvalleymhp@shaw.ca

**APPLICATION FOR TENANCY
SENIORS' PARK**

HIDDEN VALLEY MOBILE HOME PARK
2500 Florence Lake Road
Victoria, BC
V9B 4H2

SITE # _____

Note: This is a Park that is reserved for occupants where at least one of which must be 55 years of age or older. Therefore, to prove qualification, the proposed resident may be required to provide a copy of his/her birth certificate or driver's license for examination by the landlord or landlord's agent.

I/We, _____ and _____ the undersigned (the "Applicant"), hereby offer to rent the manufactured home site (the "Site") in B.C. known as:

A: Site No. _____ Civic Address: **2500 Florence Lake Road, Victoria, BC V9B 4H2**
Park Name: **HIDDEN VALLEY MOBILE HOME PARK**

B: Rent at start of tenancy would be \$ _____ per month. Additional charges for utilities and taxes may apply. Desired occupancy date _____.

C: Information to be completed by all adult tenants, applicants. In signing this Application for Tenancy, the applicant(s) certify that all information provided by the applicant(s) is true and correct.

The Landlord or the Landlord's Agent reserves the right to refuse to consider this application unless all questions are answered completely.

Total number of persons in this tenancy and occupying this home would be: _____

Full name: _____ Date of Birth: _____
Social Insurance Number: _____ Driver's License Number: _____

Full name: _____ Date of Birth: _____
Social Insurance Number: _____ Driver's License Number: _____

Present address: _____ City: _____ Prov: _____ Postal Code: _____
Since _____ Rent or Own? _____ Reason(s) for leaving: _____
Present Landlord's Name _____ Phone _____

E-Mail: _____ E-mail: _____
Cell Phone: _____ Cell Phone: _____

Present Employer: _____ How Long: _____
Address: _____ Position: _____

Past Employer: _____ How Long: _____

Address: _____ Position: _____

Personal References (Not Relatives):

Name: _____ Phone: _____ Address: _____

Name: _____ Phone: _____ Address: _____

Name: _____ Phone: _____ Address: _____

Emergency contact name: _____ Relation: _____

Phone: _____

D: Pets

The Tenant agrees to abide by Park Rules regarding pets and to sign a Pet Agreement as part of the Tenancy Agreement. The Tenant hereby applies to have the following pets and will provide a photo of the pet.

- (a) I/We agree to abide by Park Rules regarding pets and to sign a Pet Agreement as part of the Tenancy Agreement. I/We hereby apply to have the following pets:

E: Consent

For the purpose of determining whether my/our application for tenancy is acceptable, I/we hereby consent to the Landlord or Landlord’s Agent obtaining credit/personal information reports on me/us from one or more consumer reporting agencies or from other sources of information, and to share credit/personal information with associated organizations and reporting agencies. I/We hereby authorize the reporting agencies and other persons to disclose information on me/us to the Landlord/Landlord’s Agent.

F: Term of the Tenancy

This application is for a Month-to-Month Tenancy, which may be terminated as provided by the *Manufactured Home Park Tenancy Act*.

G: Rent

The Applicant agrees that Rent is payable on or before the first day of each month, and that this obligation constitutes a Material Term of the Tenancy Agreement.

H: Condition and Boundaries of the Site

The Applicant has carefully inspected the Site and is completely satisfied that the Site meets his/her requirements in every respect. The Applicant has also inspected the common areas of the Park and is completely satisfied with their condition. The Applicant agrees to sign a copy of the sketch plan indicating the approximate measurements of the Site and a list of features of the Site which belong to and are the responsibility of the Tenant.

I: I/We have been given the opportunity to read the PARK RULES and TENANCY AGREEMENT with attachments, and agree that if accepted, I/we will abide by the PARK RULES and will enter into the TENANCY AGREEMENT and attachments prior to occupancy. In addition, prior to occupancy, I/we will provide proof of ownership of the manufactured home by submitting a copy of the Manufactured Home Registry transfer of ownership form as per Sections 5 or 7 of the *Manufactured Home Act*.

J: I/We agree that for all legal purposes, the “Tenant” under the *Manufactured Home Park Tenancy Act* shall only be the person(s) noted in this Agreement or such other persons as are approved in advance by the Landlord.

K: I/we agree that if I/we fail to provide proof of ownership, or fail to enter into or proceed with any of the agreements listed above, no tenancy exists and the home must be removed forthwith; in addition, payment of the equivalent of one (1) month’s rent will be immediately payable to the Landlord/Landlord’s agent as liquidated damages, being an agreed pre-estimate of the landlord’s costs to re-rent the site.

Date of Application: _____ day of _____, 20__.

Signed: *Adult Applicant*

Signed: *Adult Applicant*

This offer is subject to acceptance by the Landlord/Landlord’s Agent and is open for acceptance for TEN (10) business days ending 6:00pm following the date of receipt by the Landlord/ Landlord’s Agent. Date of Receipt by Landlord/ Landlord’s Agent: _____.

Acceptance (Check one):

() The above Applicant(s) is/are accepted for tenancy, subject to proof of ownership and completion of the Tenancy Agreement and other requirements as noted in Paragraph 1 above.

() The above Applicant(s) is/are not accepted for tenancy.

Date: _____ day of _____, 20__.

Signed: Landlord/Landlord’s Agent

Landlord Contact address & phone number

CREDIT CHECK, done via www.tenantverification.com

CONTACT FORM

HIDDEN VALLEY MOBILE HOME PARK
2500 Florence Lake Road
Victoria, BC
V9B 4H2

We would appreciate if you would fill out the following information and return it to the Park office. This form is important in that it provides us with a means to contact your friends, relatives or legal representatives in possible emergency situations when we are unable to contact you (i.e. vacation, medical, work).

Tenant Name(s): _____

Site #: _____

Phone (Home): _____ Business: _____ Mobile: _____

Phone (Home): _____ Business: _____ Mobile: _____

Email(s): _____

Make and Model of Vehicle(s): _____

Vehicle Plate Number(s): _____

Pets /name and type of pet: _____

Emergency Contact person(s), address, phone number(s) and email:

DATE: _____

HIDDEN VALLEY MOBILE HOME PARK

PARK RULES

HIDDEN VALLEY MOBILE HOME PARK

2500 Florence Lake Road
Victoria, BC
V9B 4H2

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. 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. No children may live as residents in mobile homes occupying these pads.

Our Park Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable.

All tenants and occupants of the Park are subject to all of the terms and conditions of the Park Rules set forth herein. Additionally, rules which are posted in the Park form part of these Park Rules, and must be observed by all residents and their guests.

We need everyone to work together to accept responsibility for themselves, their own home and the Park. If you are aware of a park resident in breach of any of the Park Rules please respectfully notify Management and they will deal with the issue accordingly.

**THESE PARK RULES ARE SUBJECT TO REVISION AND CHANGE BY
THE LANDLORD AND ARE DEEMED TO BE IN FULL FORCE AFTER TWO (2) WEEKS WRITTEN
NOTICE TO THE TENANT.**

GENERAL INFORMATION:

1. Timberlands Properties Inc. is the Landlord and includes the Company, its directors and authorized representatives.
2. People who want to live in the Park must complete an Application for Tenancy Form, and receive the Landlord's approval prior to a Tenancy Agreement being offered.
3. The Application for Tenancy Form is part of the Tenancy Agreement.
4. These Rules form part of the Tenancy Agreement and are signed upon each new tenancy, revised rules are deemed enforceable to all tenants upon delivery.
5. Except for these Rules, the Landlord will be bound only in writing, and in the event of dispute, the onus is upon the Tenant to produce the written and signed authorization.
6. No mobile home can be rented or sub-let. They must all be occupied by the person(s) on the Tenancy Agreement.

7. REGISTERING YOUR MOBILE HOME SHALL INCLUDE THIS INFORMATION

- Make
- Model
- Size
- Manufacturer's Serial Number
- Mobile Home Registry Number

When you sign a Tenancy Agreement with the Landlord, you, the Tenant(s), confirm you are the registered owner of the mobile home that is going on the mobile home pad.

1. MANUFACTURED HOME AND SITE OF EACH TENANT

The manufactured home and site shall be attractively maintained by the Tenant and shall comply with all applicable laws, ordinances and regulations of the Province, District, and Municipality as from time to time amended, this is to include complying with Part 3 of the Workers Compensation Act, the Occupational Health & Safety Regulation, or WorkSafeBC. Any additions or alterations to the manufactured home require a building permit and the written permission of the Landlord before commencement of any work. No alterations or changes by the Tenant to the Site's ground level are permitted.

- a) Landscaping & Fencing:** Any fencing, plants, shrubs, trees that are present now or added in the future are and remain the responsibility of the Tenant and must be maintained in good condition and at the Tenant's cost. Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Landlord. Any tree pruning by the Tenant must be first approved by the Landlord. Unauthorized cutting of trees is subject to a fine by the Landlord. The Landlord reserves the right to remove or prune any tree or shrub on the Site or Park. All fencing must be stained or painted to prevent deterioration, and maintained annually.
- b) Clothes drying are permitted** on the Site only on an umbrella type clothes line/dryer in an inconspicuous location. Pole location must be approved in advance by the Landlord to avoid damage to utilities.
- c) Services:** Tenants must ensure that water lines, pipes and taps have thermostatically controlled electric heat tape strapped securely in place over the entire exposed length. Tenants are responsible for the expense of replacing or servicing water, sewer, electrical or television connections, if required due to negligent or improper use by Tenant. Tenants are personally responsible for arranging hook up of Hydro, telephone, cablevision and heating fuels, payments will NOT be made by the Landlord. Local government property taxes on home and improvements will be paid by tenant directly to the City of Langford, BC.
- d)** To protect underground utilities, check with management prior to digging any holes.
- e) Water:** Excessive use of water is not permitted, no washing of streets, commercial vehicles, guest vehicles, or overnight watering of lawns (hand water flower gardens and shrubs, NO sprinkler systems permitted in the park). Water restrictions are in place from May 1st to October 1st. Even numbered homes water on even days and Odd numbered homes water on odd number days. Watering is only for one hour after 7:00pm.
- f) Inspection and repairs:** The Landlord may enter the Site during reasonable hours with at least 24 hours notice, or anytime during an emergency, to inspect with regards to compliance with these Rules and with the law, or to erect, use and maintain pipes and conduits in and through the Site, as the Landlord may deem necessary or desirable, and to take all material onto the Site as may be required.

- g) **Site Maintenance:** sites which are not properly and attractively maintained by the tenant will, after written notice, have the necessary work performed by the Landlord at the tenant's expense, see clause 9 of the Park Rules for further details.
- h) **Financial Responsibility:** Tenants are responsible for maintaining their sites and improvements. We recommend you insulate your water line for winter weather.
- i) No television, CB radio antennas or large satellite dishes are permitted.
- j) **Clean Exterior:** Please keep your mobile home in an attractive and clean condition. Wash regularly with water and detergent, unless during severe water restrictions.

2. GUESTS

The Tenant assumes full responsibility for their guests' conduct and behavior and will be held liable for any and all damages caused by him/her, all guests or servants or others that occur within the Park. Guests may not reside in the Home for more than Fourteen (14) Days per year, certain exceptions may apply on a per person basis, please speak to management for situations such as health care issues. No more than two persons may permanently reside in a Home at any time and persons under the age of 18 are not allowed in the recreational areas without an accompanying adult.

3. GARBAGE

- a) Garbage receptacles are for household garbage only, and importing of garbage from work or otherwise is not permitted;
- b) **Park provides garbage pickup** - all garbage must be put in garbage bags before they are put in containers for health and safety reasons. Please place garbage in a receptacle with a locking lid in order to keep wildlife out;
- c) No burning of trash, leaves or other materials is allowed in the Park or on the Site; and
- d) Every third Saturday of the month there is garden refuse pick up. Please put all clippings in bags and branches in tied bundles, no longer than two feet. Everything will be collected on the side of the road in the morning; all items are to be kept in your yard until day of pick up.

4. PETS

- a) **Banned Breeds:** Breeds of animals that are considered to be vicious or are restricted by any bylaw or regulatory agency will not be permitted in the Park or on the Site under any circumstances.
- b) **Exotic pets** are not allowed for the protection of all park residents.
- c) **MAXIMUM** two (2) PETS per site (i.e. one dog and one cat), maximum 18" in size, with the exception of a service dog. All pets of residents prior to February 1, 2007 are grandfathered in this specific rule and all Pet Rules only apply to new tenants after February 1, 2007.
- d) **Written approval:** Every pet requires prior written approval by the Landlord before occupying the home.
- e) **License:** The owner of a dog shall obtain a license for the calendar year, January 1 to December 31 in accordance with this By-law on or before the 31st day of March in each year for each dog owned over four months old; provided, however, that if he becomes the owner of such a dog after the 31st day of March in any year, he shall obtain a license forthwith.

- f) **Control and cleanup for pets:** Quiet pets under control are welcome and must be kept on a leash at all times when outside the Tenant's home or the Tenant's fenced yard. It is the responsibility of the Tenant pet owner to clean up after his pet and to keep the pet off the sites of other tenants. Pet owners are responsible for any and all damage done by their pets, either to their manufactured home site, the Park's common property or the property of other tenants, their guests or other pets.
- g) **Complaints:** Pets that are noisy, unruly or who cause complaints must be removed from the Park within two (2) weeks of receiving written notice from the Landlord to do so. Further, if any dog is caught chasing deer within the park there will be one written warning and then immediate removal. The CRD Animal Control will be called.
- h) **Park buildings:** Absolutely no pets are allowed in Park buildings except animals certified under the *Guide Animal Act*.
- i) **Breeding** of pets or keeping of livestock or poultry are not permitted.
- j) **Wild animals:** Considering the potential health risks to wildlife and the disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park. This includes deer, raccoons, skunks, squirrels, etc.
- k) **Current homeowners prior to August 15, 2005:** Dogs and cats already owned by residents of the Park are welcome to remain living with homeowners. When a dog or cat passes away, the tenant will only be able to have one dog. New dogs must not be over 45cm at the shoulder and not weigh over 50 pounds in order to be allowed in the Park. A photo of the dog must be provided for the Pet Agreement Form, and the Landlord will have to approve in order for the pet to be in the Park.

5. EXTENDED ABSENCES

Tenants planning to be away on vacation or extended absence should:

- Notify the Landlord of expected departure and return dates;
- Provide post-dated cheques for the period, made out to Timberlands Properties Inc.;
- Arrange for maintenance of their lawn and home site, and advise the neighbors;
- Provide emergency contact information to the Landlord; and
- No one else is allowed to live there unless they are on the Tenancy Agreement.

6. VEHICLES

- a) Speed limit in the Park is 15km per hour. Pedestrians/ bicycles have the right of way;
- b) Noisy vehicles, motorcycles, snowmobiles, hot rods or other disturbing conveyances are not allowed in the Park, the current bikes in the Park are grandfathered and must maintain a speed limit of 15km per hour and not rev engines. Vehicle radio must be turned down to moderate level while in the park;
- c) Only two (2) licensed vehicles shall be permitted per site;
- d) All vehicles must be owned by Tenant living within the Park;
- e) All vehicles in the Park or on the Site must be currently licensed and insured for use on public roads and be in operating condition;
- f) Automobile and boat repairs are not allowed on home sites or within storage facilities;
- g) No parking is allowed on Park streets or on lawns at any time;

- h) Additional recreational vehicles over 20 feet, boats, utility trailers or large trucks (over ¾ ton) and commercial vehicles must be kept in the storage compound for Ten (\$10.00) Dollars per month per vehicle. All vehicles are required to have Tenant contact information visibly posted and valid storage insurance in place at all times;
- i) The tenant authorizes the landlord to refuse entry to any speeding car of his own or his guest and remove speeding cars or cars having major repairs done, from the Park. This will be done at the expense of the tenant after written notice is given;
- j) Skateboarding and rollerblading is not allowed in the Park;
- k) Snowmobiling is not allowed in the Park;
- l) Recreational riding of motorbikes, dirt bikes, motorcycles etc is prohibited in the Park; and
- m) No overnight parking is allowed on the streets inside the Park. If overnight parking is required, tenant must arrange off street space privately outside of Park.

7. GENERAL CONDUCT

- a) The rights and privacy of each tenant must be respected by other tenants at all times. The Landlord shall have the right to terminate Tenancy for repeated violations.
- b) The Park maintains quiet hours from 10:00pm through to 8:00am. All noise, in particular noise from entertainment equipment or machinery (particularly leaf blowers), must be curtailed during these hours so as not to disturb neighbors. There is to be no use of loud machinery on Sundays.
- c) Loud and annoying parties are not allowed at any time, tenants are responsible for the conduct of their guests at all times while they are in the Park.
- d) Abusive or offensive language is prohibited in the Park.
- e) No person is allowed to trespass on another tenant's site without that tenant's permission, except in an emergency.
- f) The Landlord is not responsible for the safety of any tenants or guests in the Park.
- g) The Landlord assumes no responsibility for the safety of tenants due to freezing of water or sewer lines beyond Park fittings. Please check your insulation of pipes.
- h) The Landlord assumes no responsibility for improper installation of insulating materials or heating tapes on pipes.
- i) The Landlord assumes no responsibility for personal safety in case of fire, accident or act of God.
- j) No unauthorized person is allowed to work on any electrical, sewage or oil service equipment
- l) The Landlord assumes no responsibility for the safety of persons using the recreational facilities. There is to be absolutely NO ALCOHOL or SMOKING on the premises.
- m) The Landlord does not assume any responsibility for the security of mobile homes in the Park. It is recommended that if you are away for an extended period, please inform neighbors and the Landlord. Leave a key for emergencies plus provide contact information. Arrange for yard and lawn maintenance while you are away.
- n) No person is allowed to have an open fire anywhere throughout the Park, including no fire or fire-pit on tenant's property.

8. COMMERCIAL ENTERPRISES

- (a) No selling, soliciting, peddling or commercial enterprises are allowed within the Park without first obtaining written consent from the Landlord; and
- (b) No signs or advertisements of any nature may be displayed by the Tenant within the site area or on any area of the Park except as designated by the Landlord.

9. MAINTENANCE OF THE SITE AND LANDSCAPING

The Tenant must maintain the Site, the landscaping and the home in good repair and in a neat, clean and sanitary condition. Maintenance of improvements is entirely the responsibility of the Tenant and the Landlord is not responsible or liable in any way for repair, safety, construction standards, future condition or any monetary or other sanctions as prescribed by the municipality for not following proper protocol. Unless otherwise specified in a written agreement between the Tenant and the Landlord, the Tenant is responsible for expenses and maintenance of:

- (a) The Tenant's dwelling unit, skirting and additions;
- (b) Utility connection lines from the Park's service points to manufactured home;
- (c) Setup, blocking and leveling of the manufactured home and additions; and
- (d) Site's landscaping, fencing, rock walls, driveways, or other improvements.

In order to protect the property values of the other homes in the Park, maintenance work not completed by the Tenant within 15 days of receipt of a final notice from the Landlord to do so may be completed by the Landlord or his delegate, and the Tenant shall reimburse the Landlord for the actual cost of such work plus 10% administration fee.

Within sixty (60) days of moving in, your unit must be:

- a) Skirted and have permanent steps (vent skirting for air circulation). We appreciate having exterior woodwork painted gray, dark green or brown;
- b) An easily removable access panel must be installed in the skirting to enable physical inspection of the services under the unit;
- c) The Tenant is responsible for maintenance of the pad, out to the blacktop area;
- d) Patio or sundeck areas must not be used as general storage. We recommend putting up a storage shed (provided you have been given written approval);
- e) Garbage Disposal Units ("Garburators") are not permitted. Although we are on a sewer system the pipes are sensitive, so please do not put anything down the system that you could not eat and digest. Materials such as oils, grease, fat, disposable diapers, dryer sheets, tampons and their holders, condoms, paper towels, hair dyes, perm solution, facial tissues, cat box litter, plastics, cigarette filters, coffee grounds, egg shells and other kitchen wastes should never be put into the system. We also must stress that NO personal or Cleaning Wipes (such as kitchen wipes) should ever be disposed of down toilets or sinks, these are one of the worst items for a sewer, they never break down and cause tremendous damage;
- f) The tenant is responsible for any damage that is caused to the site or adjoining road surface and/or property resulting from a leak from the tenant's oil tank;

g) **Inspection of Tank, Lines and Fittings:** The Tenant agrees to have the oil tank, filter, oil line to the furnace, and all fittings inspected by a qualified technician within sixty (60) days of the start of the tenancy agreement and each year thereafter. Within seven (7) days of each such inspection, the Tenant will provide the Landlord or the Landlord's representative with a report or letter from the technician, which confirms that the system has been inspected, is in good condition, and meets current government requirements. The Landlord will accept an existing report or letter, provided that the inspection was completed within the last twelve (12) months, life of tank is approximately 15 years and then must be replaced.

h) Unauthorized construction will be removed at owner's expense after written notice.

10. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS ETC.

The Landlord encourages the direct communication of violations of any of the Park Rules between the tenants themselves. The majority of the park residents support these rules, and reasonable people will adhere to them for the common good. Complaints should be made in writing to the Landlord. Your suggestions and input are welcome.

Any breach of these Park Rules by the Tenant will be considered a breach of a material term of the Tenancy Agreement, and may result in a Notice to End Tenancy or other penalty as provided by the *Manufactured Home Tenancy Act* and *MHPT Regulations*.

11. 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 or fire to either the property or person of 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/herself, guests or others, and that the Tenant assumes all such responsibility.

12. HOME SALES

Prior to listing a home for sale the owner must give written notice to the Landlord thirty (30) days prior to your intention to sell. The home must meet all electrical codes and have all required certifications for sale, prior to listing the home. The Landlord will provide the Tenant information needed to proceed with the sale, the Realtor Package. "For Sale" signs create an unfavorable impression of the Park, decreasing the value of homes, signs to be placed in the windows of mobile home only, exceptions can be made if signage is from a professional real estate company.

All Offers to Purchase from prospective buyers must contain "subject to" clause:

"This offer is subject to acceptance of purchase as a Tenant in Hidden Valley Mobile Home Park by the Landlord."

The buyer must complete the Application for Tenancy form available from the Landlord.

Complete the Offer to Purchase with the "Subject to" clause. Then, the purchaser must come to the Park office with copies of Offer to Purchase plus completed Application for Tenancy; the Landlord will keep copies of each. You will know within three (3) business days of the Application for Tenancy if accepted. References will be checked and then, all other forms must be completed and signed by prospective Tenant.

13. GENERAL

If any provision of these Park Rules 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 have no

**CRIME FREE HOUSING
TENANCY AGREEMENT ADDENDUM**

HIDDEN VALLEY MOBILE HOME PARK

In consideration of the execution or renewal of the attached Tenancy Agreement for the manufactured home site described as: Pad # _____, Landlord and Tenant agree as follows:

The tenant(s), any member of the tenant(s) household, and any persons invited onto the Park common areas or a manufactured home site by the tenant(s) or any member of the tenant's family shall not engage-in any criminal activity on the premises or property including, but not limited to:

- a) Any drug-related criminal activity;
- b) Solicitation (pimps, prostitution activity);
- c) Street gang activity;
- d) Assault or threatened assault;
- e) Unlawful use of a firearm; and
- f) Any criminal activity that threatens the health, safety or welfare of the landlord, other tenants or persons in the manufactured home park.

**VIOLATION OF ANY OF THE ABOVE PROVISIONS, WHICH ARE REASONABLE
AND MATERIAL TERMS OF THE TENANCY AGREEMENT, SHALL BE GOOD
CAUSE FOR A NOTICE TO END A TENANCY.**

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the Tenancy Agreement, and it is understood and agreed that a single violation shall be good cause to end the Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Tenancy Agreement, the provisions of this addendum shall govern.

This Tenancy Agreement addendum is incorporated into the Tenancy Agreement executed or renewed this day between Landlord and Tenant.

Tenant Signature

Date

Tenant Signature

Date

Landlord, Timberlands Properties Inc.

Date

PET AGREEMENT
HIDDEN VALLEY MOBILE HOME PARK

Manufactured Home Site Number: Pad # _____

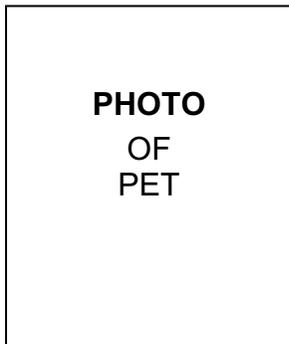
Definition: In this Agreement, “pet” includes any non-human creature whatsoever (mammal, bird, reptile, arachnid), except fish and small caged indoor creatures such as hamsters or canaries.

No pet may be brought into the Park or acquired after occupancy commences unless a Pet Agreement is completed and approved by the landlord in advance. No pet or any other animal may be kept or used for breeding purposes without the express written approval of the landlord.

In addition, any breed of dog or any other kind of pet that because of its disposition and size elicits a response of fear or a sense of intimidation or presents a danger or would cause a nuisance for fellow tenants is not permitted to enter or remain in the Park at any time (for example, Pit Bull, Rottweiler or Doberman dogs). Maximum size is 18 inches high.

It is hereby agreed between the landlord and the tenant that the tenant may have only the following described pet in the tenant’s home or on the site, and subject to the terms and conditions within this Pet Agreement. Failure by the tenant to comply with any of these terms and conditions will be considered a breach of a material term of the Tenancy Agreement between the landlord and the tenant. This agreement forms part of that Tenancy Agreement.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO APPROVAL



Describe the Pet:

Breed: _____

Height: _____

Weight: _____

Color: _____ Age: _____

Pet Name: _____

Is your pet an Assist dog? Yes _____ No _____ [Seeing eye, handicapped assist, etc.]

1. The pet must be licensed and be controlled as required by municipal law and in conformance to municipal standards and restrictions, including municipal bylaws regarding noise;
2. A copy of the certificate that this pet is neutered or spayed must be provided to the landlord within one week of request;

3. The pet must be kept on a leash whenever it is off the tenant's site;
4. The pet shall not be permitted on landscaping or lawns in the Park's common areas or the lots of other tenants. (In particular, every effort should be made to ensure that the pet does not urinate or defecate on other tenants' sites);
5. The tenant agrees that the pet's waste will be picked up immediately from any area outside the tenant's site, and at least daily from the tenant's site;
6. The tenant is responsible for any and all damages caused by the pet, whether the pet is in the tenant's custody at the time or not. At the landlord's option, such damage will either be repaired by the tenant to the landlord's satisfaction, or repaired by the landlord with the costs of repairs paid by the tenant. The landlord may, upon proper notice, inspect the tenant's site at any time for this purpose;
7. If the pet becomes a nuisance or annoyance in any manner including behaviour, noise, smell or cleanliness, or if the pet is determined by the landlord to interfere with the rights or quiet enjoyment of other tenants, or if the tenant has breached this Agreement, the landlord may revoke this approval and require that the pet be removed from the Park upon reasonable notice;
8. This Pet Agreement covers only the pet described in this agreement. Should the tenant no longer own this particular pet, or the pet dies, this Pet Agreement automatically terminates;
9. No other pets are permitted in the tenant's premises at any time, whether owned by the tenant or by any guest of the tenant, without the approval of the landlord or a Pet Agreement having been entered into for that pet, or as agreed to here: _____; and
10. This agreement forms part of the Tenancy Agreement and is enforceable accordingly. Failure by the tenant to comply with any of the terms and conditions of this Pet Agreement will result in penalties under the *Manufactured Home Park Tenancy Act*, which may include an order from an Arbitrator for compliance, or a Notice to End the Tenancy.

UNDERSTOOD AND AGREED UPON THIS: _____ day of _____, 20__

LANDLORD:

TENANT(S):

[Landlord or Authorized Agent's Signature]

[Tenant's Signature]

[Tenant's Signature]

Living With Wildlife While Respecting Their Wild Life

One of the most important things that we can do to keep wildlife healthy and wild is actually something we *cannot* do! Feeding wildlife, whether intentionally or unintentionally, can often cause far more harm than good. Providing an artificial food source for our wild neighbours can cause a number of problems:

- It can attract more members of a particular species to an area than the natural system would typically support – this leads to increased contact between animals, which can create competition over the offered food source and speed up the spread of disease.
- It can cause wild animals to become habituated to people – losing their natural fear of humans is incredibly detrimental to them, as this wariness of people is what helps keep wildlife safe when approached by less-sympathetic folks.
- Habituated animals can also pose a significant risk to people, as when they have lost their fear of humans they will be more willing to approach them for food, leading to increased potential for bites and scratches.
- Encouraging wildlife to frequent backyard areas can also lead to conflicts with pets, resulting in harm to both wild and companion animals. There is also the potential for diseases to be transferred between wildlife and pets.
- Relying on food that is not typically part of a wild diet (whether this is bread, apples, carrots or pet food) can cause digestive upset, diarrhea, and malnutrition.

One instance of intentional feeding that can be particularly problematic is offering food to neighbourhood deer. Not only are apples and carrots – a typical favourite of folks inclined to offer deer a ‘treat’ – likely to upset a deer’s stomach and cause diarrhea, encouraging these high-stress prey species to become habituated to human presence is highly problematic. When deer are attracted to backyard environments, this can lead not only to increased conflict within neighbourhoods over lost garden plants, but also more frequent collisions with cars that pose a threat to the safety of both deer and vehicle occupants. It is much healthier and safer for all involved for deer to rely on their natural browse sources – the wide variety of native vegetation that provides exactly the nutrients that they need to thrive.

One instance of unintentional feeding that can be equally problematic is allowing raccoons access to pet food by feeding dogs and cats outside, if you must, then monitor and take inside.

As a final note, if you do ever come across wildlife in distress – an injured raccoon, a young rabbit that has been caught by a cat, a bird that has flown into a window – there is help available for these wild animals. BC SPCA Wild ARC, a rehabilitation centre in nearby Metchosin, helps nearly 2,500 wild patients each year, helping them recover and return to life in the wild. If you have wildlife questions, concerns, or have found an animal in need of help, don’t hesitate to call Wild ARC at (250) 478-9453.

STORAGE COMPOUND FORM
HIDDEN VALLEY MOBILE HOME PARK

Dear Resident,

Re : STORAGE COMPOUND

To keep our records current, we would appreciate it if you would fill out this form and return it to the Park Management at your earliest convenience. One vehicle, (RV or Trailer or car) may be stored in the storage compound subject to availability and space (\$10 per month with check made out to Timberlands Properties Inc.). The vehicle owner must be a registered tenant of Hidden Valley Mobile Home Park.

Thank you

VEHICLE, BOAT, CAMPER OR TRAILER TYPE:

DESCRIPTION (color etc.):

LICENSE NUMBER: _____

START DATE IN COMPOUND: _____

Tenant's Signature

Date

SEWER SYSTEM INFORMATION

We all depend on a well-functioning sewer system. Invisible to most of us, this complex array of underground pipes carries away raw sewage to its destination at the wastewater treatment plant, while keeping our communities healthy and free of odour and protecting the environment. But the sewer system is also vulnerable to damage that impairs its ability to work properly. The consequence: sewer pipe backups and overflows that can put humans and animals at risk of disease, damage private property and harm the environment. Cleanups and repairs are usually costly and can lead to increased sewer service rates for everybody.

Your sewer system is designed to handle only two things; human waste and toilet paper. Everything else that ends up in the sewer can cause serious problems such as sewage spills, sewer back-ups and costly damage to wastewater equipment. Further, our receiving wastewater treatment plant is a biological treatment system, so certain chemicals can affect the biological activity and cause interruption in service and possibly SHUT DOWN the operation of the wastewater treatment plant.

To follow is a list of items you should NEVER flush down the toilet or down a sewer or drain:

“FOG” - Fats, Oils, and Greases, these include everything from bacon grease to motor oil. Grease hardens in the pipes to cause serious blockages.

Plastic, Latex and Rubber Items - Condoms, tampons and tampon applicators, latex gloves, toys and balloons.

Medical and Personal Items - Needles, band-aids and gauze, cosmetics, dental floss, cotton balls and swabs.

Paper Products (*other than toilet paper*) - Paper towels, cleaning wipes, facial tissue, pads or tampons, dryer sheets, toilet seat covers and diapers.

Food Items - Meat, vegetable and other food scraps.

Household Items and Refuse - Hair, cigarette butts, cloth, drinking straws and string.

Harsh Chemicals - Strong cleaning products, paints and varnishes, solvents, toilet bowl scrubbing pads.

We thank you for your cooperation,

HIDDEN VALLEY MOBILE HOME PARK

OIL TANK AGREEMENT

THIS AGREEMENT forms part of the Tenancy Agreement dated _____ between the Landlord and Tenant(s) for Manufactured Home Site # _____, at **HIDDEN VALLEY MOBILE HOME PARK, 2500 Florence Lake Road, Victoria, BC V9B 4H2.**

WHEREAS the **Manufactured Home Park Tenancy Act**, Section 26, requires that:

- a. A tenant must maintain reasonable health, cleanliness and sanitary standards through the manufactured home site and in common areas; and
- b. A tenant must repair damage to the manufactured home site or common areas that is caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant;

AND WHEREAS there is currently a furnace oil tank in use on this site that may or may not meet current federal, provincial or municipal requirements, and may present a potential environmental safety hazard.

THE PARTIES AGREE AS FOLLOWS:

The Landlord will permit the Tenant to retain the furnace oil tank located on the above noted manufactured home site in consideration of the Tenant's agreement to the following terms and conditions:

- 1. Inspection of Tank, Lines and Fittings:** The Tenant agrees to have the oil tank, filter, oil line to the furnace, and all fittings inspected by a qualified technician within sixty (60) days of the start of the tenancy agreement and each year thereafter. Within seven (7) days of each such inspection, the Tenant will provide the Landlord or the Landlord's representative with a report or letter from the technician, which confirms that the system has been inspected, is in good condition, and meets current government requirements. The Landlord will accept an existing report or letter, provided that the inspection was completed within the last twelve (12) months. Life of an oil tank is approximately 15 years and then must be replaced.
- 2. Environmental Protection:** Within sixty (60) days of the start of the tenancy agreement, the Tenant will bring the oil tank, oil line and fittings into full compliance with current government requirements, and:
 - (a) will remedy any environmental damage that may have occurred from oil leaking from the tank, oil line or fittings; and
 - (b) if required by the local municipality or other government authority, will install a containment system under the tank designed to confine a potential oil spill and minimize environmental damage, such as a concrete pad or slab which extends past the edges of the oil tank on all sides and provides a sufficient lip or edge to contain spills.

3. **Maintenance & Annual Inspection Report:** The Tenant agrees to have a qualified technician maintain and service the oil tank, filter, fittings and oil line to the furnace, and to replace the oil tank, filter, fittings and oil line as required. The Tenant also agrees to provide the annual inspection report or letter required by Landlord, described in Paragraph 1 above.
4. **Tenant Responsibility:** The Tenant accepts full responsibility for the costs related to any events, including oil spills and leaks, caused by the oil tank and oil system serving the Tenant's manufactured home site. In particular, the Tenant accepts responsibility for the cost of any clean-up resulting from spills or leakage from his oil tank and oil system.
5. **Insurance:** The Tenant acknowledges that he understands that costs for environmental rehabilitation of the site and surrounding area for any oil spilled or leaked can be very high. Appropriate insurance that includes the costs of such environmental clean-up is recommended.
6. **Non-Compliance:** Any breach of the terms of this agreement by the Tenant will be considered as a breach to a reasonable material term of the tenancy agreement and as a threat to the safety or other lawful interest of the Landlord or other occupant of the Park. Any such breach will result in termination of the tenancy agreement.

UNDERSTOOD AND AGREED UPON this _____ day of _____, 20____.

LANDLORD:

TENANT(S):

TENANT(S):

OIL TANK INSPECTION REPORT

Pad #: _____

Mobile Home Owner: _____

Tank Size: _____ Ltrs. Location of Tank: _____

Estimated Age: _____ Years In Line Filter: _____ Yes _____ No

Shut Off Valve Operational: _____ Yes _____ No

Dipped for Water: Water Present _____ Inches _____ None Found

Visual Inspection on Seams: _____ Leaking _____ No Leaks Found

Notes: _____

Tank Resting On:

Cement Pad: _____ Yes _____ No On Cement Blocks _____ Yes _____ No

On Gravel: _____ Yes _____ No On Dirt: _____ Yes _____ No

Notes: _____

Oil Lines From Tank to Trailer:

Above Ground: _____ Underground: _____ In Concrete: _____

Approximate Length: _____ Feet Number of Joints: _____

Type of Fuel Line: _____ Copper _____ Steel _____ Other (type)

Any joints Found Leaking: _____ Yes _____ No

Notes: _____

Any Action Taken: _____

Signed: _____

Dated: _____

OLD HOME RESALE

HIDDEN VALLEY MOBILE HOME PARK

Old homes in a park may eventually become a problem for the park owner, especially pre-CSA certified "mobile homes" and "trailers" from the 1970's or before. Usually the older the home, especially in the interior and northern BC, the more likely it is to be **abandoned by the home's owner** when the cost of bringing the home up to an acceptable standard becomes more than the home is worth.

Park owners may decide to encourage tenants to upgrade their homes before the cost becomes too high, or may decide to gradually eliminate such old homes from the park if that is a better option, by refusing to grant a new tenancy to a potential purchaser. The vendor would have to renovate the home to meet current electrical standards and address the other potential hazards, before it could be offered for sale, this would include a site inspection for hazardous materials which must evaluate the work areas that will be impacted by renovation and/or demolition activities for asbestos, lead and other heavy metals and toxic, flammable or explosive materials. The Tenant will need to provide management with a copy of the clearing letter stating what has been found. The Tenant will be responsible to arrange with the hazmat inspector in how to deal with what has been found on the site, if anything.

The age of the home is not sufficient grounds for refusing – instead, the park owner's reason must be because of concerns that the home does not meet health and safety standards, including such potential hazards as obsolete or inadequate electrical wiring, illness-inducing mold in the walls, or the risk of environmental damage to the ground from an old non-conforming oil tank that may leak.

1. Electrical Standards

In the BC Electrical Code (linked below), there is a section that says manufactured homes cannot even be offered for sale unless the home meets code standards:

Electrical Bulletin #2-6-0

Issued in conjunction with the 1998 BC Electrical Code Regulation
December 1998

Used Manufactured Homes and Recreational Vehicles

Used manufactured homes and recreational vehicles may be offered for sale in the Province of British Columbia without re-inspection **provided** that they bear a recognized certification agency label, and provided that the wiring is in good condition and has not been materially altered.

For details, see the BC Electrical Code <http://www.mhpo.com/formslist/elec/elec.html>

The park owner could require written proof that the home has been inspected by a fully qualified electrician and is certified to meet the BC Electrical Code. This is particularly important if the home was built before current CSA standards, which came into effect in the early 1970s.

2. Oil Tank Standards

The home's furnace, oil tank and accessories may not meet current British Columbia Fire Code requirements, and may present a potential environmental safety hazard to the site and the park from oil leaking into the ground from old fittings or a rusted tank.

The park owner could require that a new tenant agree to have the oil tank, filter, oil line to the furnace, and all fittings inspected by a qualified technician within sixty (60) days or before the start of the tenancy agreement, and each year thereafter. The tenant would also have to agree to provide the landlord with a report or letter from a qualified technician to confirm that the system has been inspected, is in good condition, and meets current B.C. Fire Code and Environmental Protection requirements.

In order to bring the oil tank, oil line and fittings into full compliance with the current British Columbia Fire Code and Environmental Protection requirements, the tenant would have to:

- (a) remedy any environmental damage that may have occurred from oil leaking from the tank, oil line or fittings;
- (b) install a containment system under the tank, designed to confine a potential oil spill and minimize environmental damage, as required by the B.C. Fire Code, such as a concrete pad or slab which extends past the edges of the oil tank on all sides and provides a sufficient lip or edge to contain spills; and
- (c) ensure that the tank and piping construction materials meet current B.C. Fire Code requirements.

3. Home Inspection

The park owner can require a copy of a Home Inspection Report if a home is for sale but appears not to meet health and safety standards, this includes the Tenant providing management with a copy of the clearing letter showing Part 3 of the Workers Compensation Act, the Occupational Health and Safety Regulation or WorkSafeBC has been addressed. The park owner should suggest that this report specifically address the health and safety issues of possible leaks and mold in the walls or ceiling of the home, the condition of the electrical wiring, the fire-rating and safety of the wall paneling, and the condition and compliance of the oil tank and accessories.

4. Refusing the Sale

If the park owner decides not to allow a new tenancy for any of the above reasons, he should notify the vendor (the current tenant) and the listing realtor (if there is one) as soon as possible, that a new tenant will not be approved for the site on which the mobile home sits. The park owner could provide the tenant and the realtor with a copy of the BC Electrical Code and the [MHPOABC Oil Tank Agreement](#), and remind them that realtors are prohibited by the BC Real Estate Council from listing manufactured homes that don't comply.

5. "Assignment"

When the park owner refuses to give a new tenancy to a prospective purchaser (thus preventing sale of the home), the tenant may try to assign his tenancy agreement to the purchaser instead. To

do this, the current tenant must serve the landlord with a government form, Consent to Assign a Manufactured Home Tenancy: <http://www.rto.gov.bc.ca/documents/RTO10.pdf>

The Manufactured Home Park Tenancy Regulation provides specific reasons for a landlord to decline an assignment of a tenancy agreement to a new tenant. **Section 48(i)** of the Regulation allows a landlord to refuse an assignment application if the home does not meet health and safety standards. http://www.qp.gov.bc.ca/statreg/reg/M/481_2003.htm

6. Protecting the Environment, the Park and Other Tenants

By refusing a new tenancy for this home, the park owner is trying to protect the purchaser from investing in and living in a home that may be a health and safety problem for him and his family. The park owner is also trying to protect other park residents from the possibility of their home being damaged by a fire adjacent to them, or damage to their home from oil leaking into their site. A realtor will likely refuse to list the home or continue to list it until major upgrading is completed, if it cannot be sold as is.

An issue like this can sometimes end up in arbitration, as most tenants will not be happy to learn that they cannot sell their old home on the site. The landlord is in a good position since he can show that he is simply trying to meet his obligation to look after the health and safety issues in the park, in particular to try to prevent the risk of fire due to electrical problems in old homes, and to prevent environmental damage from potential oil tank leaks, asbestos, lead and other heavy metals and toxic, flammable or explosive materials.

This material is for the information of members of "MHPOABC" Manufactured Home Park Owners' Alliance of British Columbia, but does not constitute legal or professional advice. Neither the MHPOABC nor any other party assume liability for loss or damage as a result of reliance on this material. Appropriate legal advice or expert assistance should be sought from a competent professional.

B.C. Electrical Safety Act
ELECTRICAL SAFETY REGULATION
[includes amendments up to B.C. Reg. 86/2001]

ELECTRICAL EQUIPMENT

Label or mark required on electrical equipment

1. Subject to subsections (3) & (4), a person must not use electrical equipment in British Columbia, or offer for sale, sell, display or otherwise dispose of electrical equipment for use in British Columbia, unless the electrical equipment displays a label or mark as follows:

a) a label or mark of a certification organization that:

- I. is accredited by the Standards Council of Canada to certify electrical equipment;
- II. is acceptable to the chief inspector;
- III. certifies that the equipment meets one or more standards of the Canadian Electrical Code Part II or other nationally recognized documents;
- IV. requires a marking system for equipment that will identify that the equipment conforms to Canadian Standards;
- V. has established a program of audits and investigation to provide prompt investigation of apparent problems with products certified by the organization; and
- VI. has established a formal mechanism with the chief inspector to discuss certification and safety problems and other concerns relative to the certification, marking, deficiency and recall of electrical products.

b) a label or mark of a certification organization that is acceptable to the chief inspector to certify electrical equipment for specific installations;

c) a special inspection label, signifying that the electrical equipment meets the requirements of the British Columbia .Special Inspection Program, supplied by the chief inspector or an organization acceptable to the chief inspector;

d) in the case of a used manufactured homes, used factory-built structures and used recreational vehicles, a label supplied by the chief inspector.

[am. B.C. Reg. 253/96, s. 1.1

Electrical Bulletin #2-6-0
Issued in conjunction with the 1998 BC Electrical Code Regulation
December 1998

Used Manufactured Homes and Recreational Vehicles

2. Used manufactured homes and recreational vehicles may be offered for sale in the province of B.C. without re-inspection provided that they bear a recognized certification agency lab, and provided that the wiring is in good condition and has not been materially altered;

3. B.C. Government inspection and acceptance of uncertified used manufactured home is required prior to selling or connection. An insulation test will be required and interior paneling may require removal for inspection;

B.C. Government inspection and acceptance of used recreational vehicles will be based on CSA Standard CAN/CSA-Z240 RV, Recreational Vehicles. An insulation test will be required and the removal of interior paneling may be required before inspection;

4. Before an unapproved (unlabelled) used manufactured home is accepted in trade, it should be examined by an electrical Contractor to assess its suitability for approval;

5. An electrical contractor or the owner of an unapproved manufactured home or recreational vehicle may make application for approval by completing the permit application form and paying the prescribed fee which will provide for all of the following activities as required:

- a) The initial inspection;
- b) Inspection of the unit after the work has been completed to bring it up to an acceptable standard;
- c) Labeling of the unit.

6. The Electrical Safety Regulation will apply to repairs or alterations to manufactured homes and recreational vehicles. A registered owner of a residential dwelling who is qualified may take out a pen-nit to do work on the dwelling;

7. B.C. Government approval of a used manufactured home will normally be granted upon application for approval and payment of the prescribed fee, provided that:

- a) The unit has a main disconnect and over current protection located in accordance with Rule 70-112, of the' Code;
- b) An approved distribution panel board is provided;
- c) Electrical heating equipment in bathrooms conform to Rules 62 I 10 and Rule 62-122 of the Code and Bulletin 62- 1;
- d) Switches in bathrooms are located in accordance with Paragraph 4 of Bulletin 26-1; and
- e) General use receptacles in the bathroom are protected by a ground fault circuit interrupter or are supplied from an isolating transformer;

- f)** Special use receptacles in a bathroom for use with a washer or dryer are of the single type and are located behind the equipment so as not to be available for general use;
- g)** Receptacles rated at 15 amperes are on circuits having over current protection set at not more than 15 amperes;
- h)** Plug fuses, if used are of a type that are not interchangeable with fuses of a higher rating;
- i)** The vehicle chassis, any continuous conductive piping and the exterior metal sheathing are bonded to ground at the panel board with a copper conductor sized in accordance with Table 41 of the Code;
- j)** All outlet boxes and receptacles are bonded to ground in accordance with Section 10 of the Code;
- k)** The wiring in the unit has passed an insulation test in accordance with Table 24 of the Code (see Appendix B note to Rule 70-130); and
- l)** The balance of the wiring must be in safe condition.

PARK REGULATIONS

FOR REQUESTING APPROVAL OF SITE IMPROVEMENTS

Dear Home Owner,

Park Management's written approval is required **before starting work** on any improvements to your site. The following steps are essential:

1. Detailed Plan

Please provide the Park Office with a detailed sketch plan of any building addition or other improvement that you would like to complete on your site, including such improvements as sheds, rock walls and fences. The sketch plan must include measured distances from adjacent homes, trees and other permanent structures.

2. Setbacks and Infrastructure Access

Improvements must not block access to any of the Park's infrastructure which may be located on the site, such as septic tanks and sewer pipes, water lines, electrical/phone/cable service, and so on. New structures cannot be close to an existing tree, in order to allow sufficient space for the tree to grow. The distance between your home and the neighbors' homes may be subject to a minimum setback requirement under local bylaws, or a minimum setback as determined by Park Management, which is your responsibility to determine. Park Management approval does not imply that you have met bylaw or building code requirements. The approval of surrounding neighbors is also required.

3. Approval in Principle & Confirmation letter from Home Owner

Before Park Management can provide you with approval in principle for the proposed improvements and give you an **Authorization to Apply Form**, the attached letter must be signed and returned. This letter confirms your commitment to apply for all the necessary permits from the Local District Authority, to deliver copies to the Park Office when a building permit is granted, and to use standard building supplies and methods as per the Building Code of BC. With respect to the building of rock walls and fences, the letter must still be signed and returned, and the Local District Authority must sign on the Authorization to Apply Form indicating that the plan has been reviewed and no permit is required. Further, the Tenant is responsible for a site inspection for hazardous materials which must evaluate the work areas that will be impacted by renovation and/or demolition activities for asbestos, lead and other heavy metals and toxic, flammable or explosive materials. The Tenant will need to provide management with a copy of the clearing letter stating what has been found. The Tenant will be responsible to arrange with the hazmat inspector in how to deal with what has been found on the site, if anything.

4. Authorization to Apply Form

This form is to be submitted to the Local District Authority to confirm “approval in principle” by Park Management and to confirm that the proposed improvements have been reviewed and approved by the surrounding neighbors and appropriate officials.

5. Start Construction

Construction may begin when Park Management gives you final written approval on the bottom of the Authorization to Apply form.

6. Ownership of Improvements

Please note that any such improvements to your site will belong to you and ownership of these improvements transfers to the purchaser if you sell your home on the site. No compensation of any kind is payable to the home owner for these improvements if the site is vacated at a future time. Maintenance of improvements is entirely the responsibility of the home owner, and Park Management is not responsible or liable in any way for their repair, safety, construction standards, or future condition.

By following these procedures, we hope problems may be avoided and your project will go smoothly.

Regards,

Timberlands Properties Inc.

CC: Victoria Powell, Manager

Phone: (250)478-2535

Fax: (250) 478-4491

Email: hiddevalleymhp@shaw.ca

To: **HIDDEN VALLEY MOBILE HOME PARK**
2500 Florence Lake Road
Victoria, BC
V9B 4H2

Date: _____

Attention: Park Management

This letter is to confirm that I have received approval in principle from Park Management for the proposed improvements to Site # _____ as shown on the sketch plan attached, subject to completion of the following:

1. The Local District Authority may or may not require a permit for the proposed improvements. In any case, I will provide a copy of the plans for the proposed improvements to Site #__ for review, and obtain appropriate signatures on the Authorization to Apply Form.
2. If a permit is required by the District for the proposed improvements, I will submit an application for a building permit to the Local District Authority. This application will include the Authorization to Apply Form, the sketch plan that has been initialed and approved in principle by Park Management and a copy of the clearing letter regarding hazardous materials on site.
3. I will return the Authorization to Apply Form to Park Management, along with copies of the approved plans and permit(s) from the Local District Authority and clearing letter stating what has been found on the site. I agree that construction will not begin before final written approval is received from Park Management.
4. I agree that Park Management may remove the improvements at my expense if alterations are started without advance final written approval from Management, or if the actual construction including sheds, rock walls and fences differ from the plans originally approved, or if construction is started without the proper permits as noted in Paragraph 3 above.
5. I agree that construction of the improvements will be completed in a timely fashion, using standard building supplies and methods as per the Building Code of BC and the Workers Compensation Act. I understand that Park Management approval does not imply that bylaw or building code requirements have been met.
6. I agree that improvements to my site will belong to me, that ownership of these improvements is automatically transferred to the purchaser if I sell my home on the site, and that no compensation is payable to the home owner by the landlord for these improvements if the site is vacated at a future time. Maintenance of improvements is entirely the responsibility of the home owner, and Park Management is not responsible or liable in any way for their repair, safety, construction standards, or future condition.

Regards,

Signature

Name Printed (Home Owner)

AUTHORIZATION TO APPLY FOR SITE IMPROVEMENTS

1. Park Management has reviewed the attached sketch plan and given approval in principle to the improvements proposed by _____ at Site # _____.
HOME OWNER

_____ at _____
PARK MANAGEMENT SIGNATURE PHONE NUMBER

2. The adjacent neighbors have reviewed the attached plan and have no objections.

NEIGHBOR ON LEFT (SITE # ____)

NEIGHBOR ON RIGHT (SITE # ____)

NEIGHBOR BEHIND (SITE # ____)

NEIGHBOR ACROSS STREET (SITE # ____)

3. The appropriate Local District Authority has reviewed the attached plan, and has no objections.

Reviewed by _____ at _____ on _____.
NAME PHONE NUMBER DATE

Building Permit required _____
YES/NO SIGNATURE

4. The appropriate clearing letter has been obtained stating what has been found on site and all and any hazardous materials will be dealt with accordingly.

Reviewed by _____ at _____ on _____.
NAME PHONE NUMBER DATE

Remediation Required _____
YES/NO SIGNATURE

5. Park Management's final written approval, which allows start of construction.

PARK MANAGEMENT SIGNATURE DATE

(A copy of the completed form to be provided to the home owner for his/her records)

AGREEMENT TRANSFERRING OWNERSHIP OF SITE IMPROVEMENTS

HIDDEN VALLEY MOBILE HOME PARK

Attention: Real Estate Agents

This form is used to simplify and clarify the transfer of ownership of the site improvements when a manufactured home is sold on site. To be signed by both the tenant selling the home and the purchaser, this form identifies the specific site improvements that are included in the home's sale price, such as fences, sheds, porches, driveway, landscaping, etc. A COPY OF THE COMPLETED FORM MUST ALSO BE PROVIDED TO THE LANDLORD FOR THE SITE'S FILE.

The parties signing below hereby agree that the sale price of the home located at 2500 Florence Lake Road, Victoria, BC Site # _____ includes the following improvements to the site:

Yes	No	
___	___	Fence(s) [ownership with neighbour(s)], ___ yes or ___ no
___	___	Shed(s)
___	___	Patio including patio screening
___	___	Porch or Addition
___	___	Driveway
___	___	Parking area – for (___) car(s); other _____
___	___	Garage or carport
___	___	Landscaping including all plants and shrubs
___	___	Garden trees: _____
___	___	Other _____
___	___	Other _____
___	___	Other _____

The parties agree that the improvements marked above form part of the sale value of the home. The new owner of these improvements (the purchaser) will be responsible for their maintenance, repair or replacement as of the Possession Date, and may remove any or all of them at any time if he so wishes. [Note: if the tenant wishes to replace items or add new improvements to the site, this will require the prior written approval of park management, as well as possibly a Municipal Building Permit, before any construction commences.]

Dated on the _____ day of _____ (month), 20_____	
Vendor's Signature	Purchaser's Signature
Print Name of Vendor	Print Name of Purchaser
2nd Vendor's Signature (if applicable)	2nd Purchaser (if applicable)
Print 2nd Vendor's name	Print 2nd Purchaser's name

AGREEMENT TO END THE TENANCY

AGREEMENT BETWEEN:

TENANT

LANDLORD

(Name – please print)

(Name – please print)

Hidden Valley Mobile Home Park
2500 Florence Lake Road
Victoria, BC V9B 4H2

Timberlands Properties Inc.
4522 Puget Drive
Vancouver, BC V6L 2V8

(Telephone)

Fax: (250) 478-2535

REGARDING PREMISES KNOWN AS:

Hidden Valley Mobile Home Park
2500 Florence Lake Road
Victoria, BC V9B 4H2

(Site #)

The tenant wishes to end his/her tenancy agreement for the address named above, effective as of the ____ day of _____, 20__.

The parties understand and agree that the tenancy agreement between them will legally come to an end at this time, in accordance with Section 37(1)(c) of the *Manufactured Home Park Tenancy Act*,

"A tenancy ends only if the landlord and tenant agree in writing to end the tenancy."

DATED THIS _____ DAY OF _____, 20__

SIGNED BY:

FOR THE TENANT

TIMBERLANDS PROPERTIES INC.
(Landlord)

LANDLORD CONSENT

TO: _____ ("Bank")

FROM: **TIMBERLANDS PROPERTIES INC.** ("Landlord")

RE: _____ ("Tenant")

Address: **2500 Florence Lake Road, B.C. V9B 4H2 – SITE #** ("Site")
HIDDEN VALLEY MOBILE HOME PARK

Make: _____

Model/Year: _____

MHR Registration No.: _____ ("Manufactured Home")

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Landlord agrees with the Bank as follows:

1. Landlord confirms that the Tenant has entered into a Tenancy Agreement with the Landlord for the rental of a manufactured home pad in Hidden Valley Manufactured Home Park (the "Land"). The said agreement, a copy of which is attached as Schedule "A" together with all renewals thereof is in good standing.
2. The Landlord acknowledges that the Manufactured Home will at all times remain the property of the Tenant and will not become part of the Land.
3. The Landlord consents to the Tenant granting to the Bank a security interest in the Manufactured Home (the "Security Agreement") and agrees to postpone and subordinate any interest that the Landlord may have in the Manufactured Home to the security interest of the Bank in the Manufactured Home under the Security Agreement.
4. The Landlord agrees that the Bank, its employees and agents may, pursuant to the Security Agreement, enter on the Land to take possession of the Manufactured Home, to sell the Manufactured Home while it is on the Land or to remove the Manufactured Home from the Land provided that:
 - a) The Security Agreement authorizes the above action;
 - b) The Bank promptly repairs any damage caused by the Bank, its agents and employees to the land by the removal of the Manufactured Home;
 - c) The Bank pays to the Landlord:

- i) any outstanding arrears of monies including rent payable pursuant to the Tenancy Agreement; and
 - ii) payments pursuant to the Tenancy Agreement for the period of time during which the Bank may be in possession of the Manufactured Home on the Land.
 - d) The Bank will give the Landlord thirty (30) days notice provided for in the *Manufactured Home Park Tenancy Act* in the event of removal of the Manufactured Home and shall provide the Landlord with the surrender of the Tenancy Agreement.
5. Provided that the Bank complies with paragraph 4 herein, the Landlord agrees that if the Bank sells the Manufactured Home while it is on the Land to another person (the "Purchaser"), the Landlord will not unreasonably or arbitrarily refuse to grant to the Purchaser a new lease on substantially the same terms and conditions as the Tenancy Agreement.
 6. The Landlord shall give to the Bank the same notice of default or termination it gives to the Tenant and the Bank shall be entitled to remedy any monetary default under the Tenancy Agreement provided that the Bank shall pay to the Landlord the Landlord's costs of such notification. The Landlord specifically reserves it's rights to terminate for cause or Landlord use of property as set out in the *Manufactured Home Park Tenancy Act*.

The Bank's address for notification is: _____

7. This Consent is binding upon the Landlord, and the Landlord's successors, assigns, administrators and executors and will ensure to the benefit of the Bank and its successors and assigns.
8. The Tenant acknowledges and confirms the terms and conditions herein and agrees to be bound by them. The Tenant hereby authorizes the Landlord and the Bank to take such action as is necessary to give effect to this Agreement.
9. The Bank agrees not to register any interest under the *Personal Property Security Act* or otherwise against the Landlord's property with respect to the Manufactured Home.
10. The Tenant agrees to pay all of the Landlord's costs with respect to any matters arising out of this Landlord Consent including the drafting and execution of the document or the enforcement of any remedies hereunder on a solicitor and client basis.
11. The Bank acknowledges and confirms the terms and conditions herein and agrees to be bound by them.
12. This Agreement is void unless signed by all parties.

DATED at the City of _____, in the Province of British Columbia, this
_____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED
by the Landlord in the presence of:

Name: _____

THE LANDLORD

Address: _____

Occupation: _____

SIGNED, SEALED AND DELIVERED
by the Tenant in the presence of:

Name: _____

THE TENANT

Address: _____

Occupation: _____

SIGNED, SEALED AND DELIVERED by
the Bank in the presence of:

Name: _____

THE BANK
Authorized Signatory

Address: _____

Occupation: _____

SITE-LEASE AGREEMENT
HIDDEN VALLEY MOBILE HOME PARK

We are advised that _____ (tenants) have arranged a mortgage on their manufactured home (to be located at) **HIDDEN VALLEY MOBILE HOME PARK, 2500 Florence Lake Road, BC V9B 4H2** (address of manufactured home) which will be insured by Canada Mortgage and Housing Corporation. As a result, we the manufactured home park operator and landlord, agree to the following:

- The tenant shall install a manufactured home and appurtenances which shall remain the property of the tenant and shall not become a fixture of the real estate.
- In the event of a Default by the Mortgagors in payment to the Lender, the Landlord hereby consents that the Lender may leave the unit on the lands owned by the Landlord until the unit is sold, providing the manufactured/mini home is in acceptable condition.
- The Lender agrees to pay all leases and charges, including all rent in arrears, to the Landlord during this time, and the Lender shall be responsible to the Landlord under the same terms and conditions as the tenant.

Signed at _____ this _____ day of _____, 20____

Landlord:

TIMBERLANDS PROPERTIES INC.

(Name of Company)

(Authorized Signature)

(Name and Title)

BANK

(Location)

(Authorized Signature)

(Name and Title)

**SITE LEASE AGREEMENT & ASSIGNMENT
FOR BANK AS INDICATED BELOW**

HIDDEN VALLEY MOBILE HOME PARK

To: Whom it may concern

We are advised that _____ (tenants) have arranged a mortgage on their manufactured/mini home (to be located at **HIDDEN VALLEY MOBILE HOME PARK, 2500 Florence Lake Road, BC V9B 4H2** (address of manufactured home) which will be insured by Canada Mortgage and Housing Corporation. As a result, we the manufactured home park operator and landlord, agree to the following:

- The tenant shall install a manufactured home and appurtenances which shall remain the property of the tenant and shall not become a fixture of the real estate.
- In the event of a Default by the Mortgagors in payment to the Lender, the Landlord hereby consents that the Lender may leave the unit on the lands owned by the Landlord until the unit is sold, providing the manufactured/mini home is in acceptable condition.
- The Lender agrees to pay all leases and charges, including all rent in arrears, to the Landlord during this time, and the Lender shall be responsible to the Landlord under the same terms and conditions as the tenant.

Signed at _____ this _____ day of _____, 20__

Landlord:

TIMBERLANDS PROPERTIES INC.

Manager

Name and Title

Bank Name

Location

Authorized Signature

Name and Title

MANUFACTURED HOME SITE TENANCY AGREEMENT

HIDDEN VALLEY MOBILE HOME PARK
2500 Florence Lake Road
Victoria, BC
V9B 4H2

Site Number _____ Manufactured Home Registry Number _____

This Agreement is made in duplicate between: (use full correct legal names)

_____, the
Landlord (Timberlands Properties Inc.)

and

_____, the Tenant(s)
Last Name First Name Initial

Last Name First Name Initial

The rented premises consists of the land only (called the "Site" in this Agreement) described as:

HIDDEN VALLEY MOBILE HOME PARK, 2500 Florence Lake Road, BC V9B 4H2

(An attached description, sketch or park plan, indicating the approximate area and boundaries of the Site, and the location of the home within the boundaries, forms part of this Agreement. This description or plan may also indicate how the Park property is zoned by the municipal authority.)

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. 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.

The address for service and the telephone number of the Landlord or Landlord's agent are:

Address: number, street, city, province, postal code Phone Number

1. Requirements of the Manufactured Home Park Tenancy Act

- a) **Terms or additional terms:** The terms of this Tenancy Agreement and any changes or additions to the terms may not contradict or change any right or duty under the Manufactured Home Park Tenancy Act (MHPTA) or a regulation made under that Act, or any standard term. If a term of this Agreement does contradict or change a right or duty under the MHPTA or a regulation made under that Act, that term of this Agreement is void. The terms of this Tenancy Agreement shown in italics are required terms under the MHPTA or Regulation.
- b) **Changing this Tenancy Agreement:** 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.

- c) The requirement for agreement under subsection (b) does not apply to:
 - a rent increase given in accordance with the MHPTA;
 - a withdrawal of, or a restriction on, a service or facility in accordance with Section 21(2) of the MHPTA;
 - park rules established in accordance with the MHPTA and the regulations; or
 - a term in respect of which a Landlord or Tenant has obtained an arbitrator's order that agreement of the other is not required.
- d) **Arbitration of Disputes:** Despite any other provision of this Agreement, landlords and tenants have the right to apply for arbitration to resolve a dispute under the MHPTA
- e) **Amendment of the MHPTA:** The MHPTA or a regulation made under the MHPTA, as amended from time to time, take priority over the terms of this tenancy agreement.
- f) **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.

2. Length of the Tenancy

This tenancy starts on: _____ Length of tenancy: on a month-to-month basis

3. Rent

- a) **Payment of Rent:** (cheques made out to **Timberlands Properties Inc.**)
The Tenant will pay the rent of \$_____ on or before the first day of each month to the Landlord, subject to rent increases given in accordance with the MHPTA.

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 that the Tenant receives the Notice.

The Tenant agrees:
 - (i) that **no additional** occupants will be permitted;
 - (ii) and that any change in the persons registered for the Site must first be approved by the Landlord in accordance with Section 4 "Occupants and Invited Guests".
The acceptance by the Landlord of any new occupant in accordance with Section 4 below does not change this Agreement or create a new tenancy.

In addition to the basic rent, and forming part of the monthly rent due, the Tenant agrees to pay the following fees:
 - (i) **Cheques returned by the bank** for any reason, including insufficient funds: \$25.00 per cheque.
 - (ii) **Late rent fees** of \$25.00 per month or as specified in the MHPTA and Regulations.
 - (iii) **Utilities billed to the Landlord by outside suppliers:** The Tenant agrees to reimburse the Landlord for specific utility expenses listed in Paragraph 3(f) below, as provided by MHPTA Section 39(6), and further agrees that these amounts may be adjusted annually and are not covered by any rent increase restrictions.
- b) **Postdated Cheques:** The Landlord may require that rent be provided entirely by post-dated cheques. The Landlord must return to the Tenant on or before the last day of the tenancy any post-dated rent cheques that remain in the possession of the Landlord, except that the Tenant hereby agrees that remaining cheques may be held by the Landlord until the Tenant provides the Landlord with a forwarding address in writing.
Checks should be made out to Timberlands Properties Inc.

- c) **Cash:** The Landlord may refuse to accept rent paid in cash. If the Landlord accepts rent paid in cash, he must give the Tenant a written receipt and the Tenant must acknowledge the receipt.
- d) **Location to pay rent:** The Tenant will pay rent and any additional fees and charges to the Landlord at the address above or to such other location as the Landlord may advise from time to time by written notice.
- e) **What is included in the rent:** (check only those services that the Landlord pays for, or delete services that are not included).
 - Water
 - Sewage disposal
 - Garbage pickup
 - Recycling pickup
 - On site parking for maximum of 2 vehicle(s)
 - Snow removal (park roads only)
 - Additional: _____
- f) **Future changes to services** that are listed in Paragraph 3(e) above: the Landlord and the Tenant agree that once a service or facility is included in the rent under this Agreement, the service or facility can only be changed or restricted by giving 30 days' notice using the prescribed form. In particular, the Landlord may choose to discontinue providing a service, or may make other changes in the service or its delivery, if there is a change in the service provider or method by which the service is obtained by the Landlord.
- g) **Rent Increases:** A 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 of any future rent increase. Three full months' notice will be given on the approved form for manufactured home sites, available from Residential Tenancy and Government Agent offices.
- h) **Charges paid directly:** The Tenant shall pay directly for all local government property taxes on his home and improvements, as well as paying for all utilities and services supplied to the Site, unless specifically included in the services provided as part of the rent and listed in Paragraph 3(e) above.

4. Occupants and Invited Guests

Guests: The Tenant is permitted to have guests in his home and in the common areas of the Park under reasonable circumstances, as long as the number of total occupants is not unreasonable and Park Rules are followed. **A guest is defined as someone staying in the home a total of no more than 14 days in a calendar year.**

Permanent Occupants: A person not listed in this Section, who resides on the site for more than a total of 14 days in a calendar year without prior written consent of the Landlord shall be considered to be occupying the site contrary to this Agreement and considered a trespasser in the Park. The Tenant shall promptly apply in writing for approval from the Landlord for such person to become a permanent occupant, including references and other information required by the Landlord to confirm suitability of proposed occupant. Failure to apply and obtain the necessary approval of the Landlord in writing is a **breach of a material term of this Agreement**. The Landlord may give notice to the Tenant to immediately correct the breach. The Landlord has the right to end the tenancy, if the Tenant fails to correct the breach within a reasonable time after having been given written notice by the Landlord.

Only the persons named below will be living on/in the premises, including the Tenant(s):

NAME AND AGE OF EACH		

5. Sale of Home

The Tenant may sell his/their home at any time. However, if the prospective Purchaser intends for the home to remain on the Site or in the Park, the Purchaser must make application and obtain approval from the Landlord prior to the completion of the sale. Signage must be in accordance with Park Rules.

6. Pets

This Agreement must comply with the rights and restrictions provided under the Guide Animal Act. A pet damage deposit is not charged for manufactured home site tenancies.

The Landlord has approved only the following pet(s) for which photos have been given:

As a material term of this Agreement, the Tenant agrees to adhere to all Park Rules regarding pets and agrees to obtain the Landlord's approval in writing before bringing any pet into the Park, except for small indoor caged birds or animals, or fish in an indoor tank. Where the Landlord has given permission for any pet in writing, the Tenant shall ensure that the pet does not disturb other persons in the Park or adjoining property in regard for the quiet enjoyment of the other tenants, occupants and invited guests in the Park. If the Tenant fails to control the pet within the meaning of this Section and the Park Rules, the Tenant may be required to remove the pet from the Park within two weeks of receiving written notice from the Landlord to do so, or such other penalties as are provided in the MHPTA.

Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park. Breeding of pets or keeping of livestock or poultry are not permitted.

Guests cannot bring pets into the Park.

Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park. Breeding of pets or keeping of livestock or poultry are not permitted.

7. Access

Locks: If locks or other means of access to the Park are changed, the Landlord will issue a new key or access device to the Tenant.

Landlord's Entry on to Site:

- 1) For the duration of the tenancy agreement, the site is the Tenant's home and the Tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the manufactured home site.
- 2) The Landlord may enter the site if one of the following applies:
 - a) the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served;
 - b) 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 the date and the time of the proposed entry, which must be between 8 am and 9 pm unless the Tenant agrees otherwise.
 - c) there is an emergency and the entry is necessary to protect life or property;
 - d) the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before entry;
 - e) the Tenant has abandoned the Site;
 - f) the Landlord has an order of an arbitrator or court saying the Landlord may enter the site.

8. Tenant's Property & Fixtures

The Tenant agrees that the following amenities and fixtures on the Site are the property of the Tenant and that the Tenant is responsible for their maintenance and up keep:

___ Oil Tank Fence(s) ___ Out Building(s) ___ Deck(s) ___ Addition(s)

___ Driveway(s) ___ Landscaping (trees, shrubs, lawns etc.) ___ Other (specify_____)

Any alterations or additions or improvements to the exterior of the Tenant's home or to the Site require the prior written approval of the Landlord as well as any permit(s) required by the municipal authority.

Such improvements are the property of the Tenant, and ownership is transferred to the Purchaser if the home is sold on the Site. No compensation of any kind is payable to the Tenant by the Landlord for Site improvements if the Site is vacated in the future.

Maintenance of improvements is entirely the responsibility of the Tenant, and the Landlord is not responsible or liable in any way for their repair, safety, construction standards, or future condition. Unless otherwise specified in a written agreement between the Tenant and the Landlord, the Tenant is responsible for expenses and maintenance of (a) the Tenant's dwelling unit, skirting and additions; (b) the utility connection lines from the park's service points to the manufactured home; (c) setup, blocking and periodic leveling of the manufactured home and additions; (d) the Site's landscaping, fencing, rock walls, driveways, or other improvements.

9. Tenant's 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, loud machinery which may disturb others' quiet enjoyment;
- b) that the Tenant will not perform illegal acts or carry on an illegal trade, 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 or 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;
- d) that the Tenant's home will be used only for private residential purposes, and that no boarders or lodgers will be permitted nor will the home be rented or sub-let;
- e) that the Tenant will not permit water to be wasted, or to burden the sewer 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;
- f) that the Tenant will not permit the introduction of substances or materials into the sewer system that might reduce its life and/or its capacity to function properly, and that the sewer service connection and sewer line to home will be protected and maintained;
- g) that the Tenant will strictly comply with Park Rules. The Tenant further agrees that the Landlord may, upon two weeks written notice, make changes or additions to the Park Rules as deemed necessary for the best interests of the Park and its tenants. The Landlord shall not be liable in the event that any tenant or invited guest does not comply with Park Rules;
- h) that vehicles parked on the Site or in the Park must be currently insured for use on public roads and be in operating condition;
- i) that at all times at least one of the persons listed as a "Tenant" on this Tenancy Agreement must be the legal registered owner of the home which occupies the Site;
- j) 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 neat and attractive manner;
- k) that the Tenant agrees to inform the Landlord of any repairs to the park or services that may be required. Where possible, this request should be in writing;
- l) 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*.
- m) that the Tenant will vacate the Site at the termination of the tenancy, and leave the Site in a clean condition.

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

10. Property Taxes and Municipal Charges

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 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.

11. Liability and Insurance

The Tenant agrees that he is responsible to insure all personal property including the home, its contents, and all accessory equipment 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 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 promises and 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 or policies to increase.

Regarding the Recreation Centre, Insurance must be in place by the tenant to use the centre, and the Tenant accepts all responsibility and liability according to the insurance when alcohol is served at the Recreation Centre for an event sponsored by the Tenant.

Tenant's Waiver: 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 of the Tenant, of the Site or the Park, its services, furnishings, equipment or facilities supplied by the Landlord.

12. Subletting the home

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.

13. Additional Terms

- (a) **Addendums** are attached to this Tenancy Agreement, consisting of ____ page(s) of additional terms that form part of this Agreement. Note that **Park Rules** may be changed in future as per Paragraph 1(b) above.
- (b) The Tenant has duly inspected the Site and has had its boundaries shown to him/them, and finds the Site to be entirely satisfactory for year round living.
- (c) The Landlord must give the Tenant a copy of this Agreement promptly, and in any event within 21 days of entering into the Agreement.
- (d) **Personal Information:** The Landlord agrees not to use or disclose any of the Tenant's personal information contained in this Agreement without the Tenant's prior permission, except for answering requests for references.
- (e) **Severability:** If any term, covenant or provision of this Tenancy Agreement is held invalid, illegal or unenforceable by any court or 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.
- (f) **DRUGS** – The growing, production, processing, or manufactured of cannabis or any other drugs anywhere on the Site or in the Park, is prohibited.

14. Emergency Contact

Tenant: In case of emergency concerning the Tenant's home or the Site during a time when the Tenant is not available, the Landlord may contact: _____ at phone number _____

e-mail _____ cell phone number _____

(Tenant agrees to update this emergency contact information annually).

Landlord: For emergency contact of the Landlord or designated contact person, the current emergency number is _____ or is posted in the Park at: _____.

The Tenant acknowledges and agrees that this Agreement is not in effect and that he/she/they are not Tenants until each proposed Tenant has signed the Agreement and it has been approved by and signed by the Landlord.

The Tenant hereby acknowledges that he has read and understood this Agreement, and has received a duplicate copy of this Agreement on (date): _____ (initialed): _____

By signing this Tenancy Agreement, the Landlord and the Tenant are bound by its terms.

Landlord's Signature

Day/Month/Year

Tenant's Signature

Day/Month/Year

Tenant's Signature

Day/Month/Year

The following information is included in the Agreement as required by the MHPTA and the Schedule of the Manufactured Home Park Tenancy Regulation

Repairs:

1. Landlord's Obligations:

- a) The landlord must provide and maintain the manufactured home park in a reasonable state of 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 MHPTA for the completion and costs of the repair.
- c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site or the assign of the tenant unless the obligation to do so is a term of this Tenancy Agreement.

2. Tenant's Obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.
- 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 arbitration under the MHPTA 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 in the manufactured home park 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 (2) attempts to telephone the person designated by the landlord, and then give the landlord a reasonable time for completion of the emergency 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 property in the manufactured home park and are limited to repairing:
 - (i) major leaks in pipes;
 - (ii) damaged or blocked water or sewer pipes, or
 - (iii) the electrical systems.

4. Rent Increases:

- 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 lawful 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 for a manufactured home site available from any Residential Tenancy Office or Government Agent.
- 2. A landlord must give a tenant of a manufactured home site 3 whole months notice, in writing, of a rent increase. For example, if the rent is due on the first of the month and the tenant is given notice anytime in January, including January first, there must be three whole months before the increase begins. In this example, the months of February, March and April, so the increase would begin on May 1.
- 3. The landlord may increase the rent only in the amount set out in the Regulations. If the tenant thinks the rent increase is more than is allowed by the Regulations, the tenant may talk to the landlord or contact the Residential Tenancy Office for assistance. Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy Office.
- 4. 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 21 (2) of the Act.

5. Occupants and Invited Guests:

- 1. The landlord must not stop the tenant from having guests under reasonable circumstances on the manufactured home site and in the common areas of the manufactured home park.*
- 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 on the manufactured home site is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End Tenancy. Disputes regarding the notice may be resolved through arbitration under the MHPTA.*

6. 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. The landlord must receive the written notice before the day the rent is due, for the tenant to move out 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 manufactured home site;*
 - (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 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 the tenancy as required under the MHPTA.*
- 4. The landlord may end the tenancy only for the reasons and only in the manner set out in the MHPTA, and the landlord must use the approved Notice to End Tenancy form available from any Residential Tenancy Office.*
- 5. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.*