

**Important Notes:**

#RTB-1

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

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

**HOW TO COMPLETE THIS FORM ELECTRONICALLY:** If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

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

RTB-26 used & attached:

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

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

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

**and the TENANT(S):**

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	B.C.	<input type="text"/>
unit	address	city	province	postal code

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit	address	city	province	postal code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone number	other phone number	fax number for service		

## 1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (2) does not apply to:
  - a) a rent increase given in accordance with the Residential Tenancy Act,
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
  - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

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

This tenancy starts on:     
day month year

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


This tenancy is:

a) on a month-to-month basis

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

At the end of this fixed length of time: *(please check one option, i or ii)*

i) the tenancy may continue on a month-to-month basis or another fixed length of time

ii) the tenancy ends and the tenant must move out of the residential unit  
If you choose this option, both the landlord and tenant must initial in the boxes to the right. 

Landlord's  
Initials

Tenant's  
Initials

c) other periodic tenancy as indicated below:

weekly  bi-weekly  other:

## 3. RENT *(please fill in the information in the spaces provided)*

a) **Payment of Rent:**

The tenant will pay the rent of \$  each *(check one)*  day  week  month to the landlord on the first day of the rental period which falls on the *(due date, e.g., 1st, 2nd, 3rd, .... 31st)*  day of each *(check one)*  day  week  month subject to rent increases given in accordance with the RTA.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) **What is included in the rent:** *(Check only those that are included and provide additional information, if needed.)*

The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Water  | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Window Coverings  | <input type="checkbox"/> Storage                                     |
| <input type="checkbox"/> Electricity                                  | <input type="checkbox"/> Dishwasher     | <input type="checkbox"/> Cablevision       | <input type="checkbox"/> Garbage Collection                          |
| <input type="checkbox"/> Heat   | <input type="checkbox"/> Refrigerator   | <input type="checkbox"/> Laundry (free)    | <input type="checkbox"/> Parking for <input type="text"/> vehicle(s) |
| <input type="checkbox"/> Furniture                                    | <input type="checkbox"/> Carpets        | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other: <input type="text"/>                 |
| <input type="checkbox"/> Additional Information: <input type="text"/> |   |  |  |

## 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

### A. Security Deposits

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

### B. Pet Damage Deposit not applicable

The tenant is **required to pay** a pet damage deposit of \$   
by     
day month year

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

## 5. PETS

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

## 6. CONDITION INSPECTIONS

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

## 7. PAYMENT OF RENT

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

## 8. RENT INCREASE

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

## 9. ASSIGN OR SUBLET

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

## 10. REPAIRS

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

seek a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

- 2) Tenant's obligations:
  - a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
  - b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.
- 3) Emergency Repairs:
  - a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
  - b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.
  - c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
  - d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing
    - i) major leaks in pipes or the roof,
    - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
    - iii) the primary heating system,
    - iv) damaged or defective locks that give access to a rental unit, or
    - v) the electrical systems.

## 11. OCCUPANTS AND GUESTS

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

## 12. LOCKS

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

## 13. LANDLORD'S ENTRY INTO RENTAL UNIT

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

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

## 14. ENDING THE TENANCY

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

## 15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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

## 16. RESOLUTION OF DISPUTES

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



## 17. ADDITIONAL TERMS

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

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

Number of pages of the Addendum:

Number of additional terms in the Addendum:

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

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

last name first and middle name(s)  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

last name first and middle name(s)  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TENANT(S):**

last name first and middle name(s)  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

last name first and middle name(s)  
**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### General Information about Residential Tenancy Agreements

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

**Additional Terms** – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

**Amendment of the RTA** – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

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

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

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

### FOR MORE INFORMATION

RTB Website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Public Information Lines: 1-800-665-8779 (toll free) 604-660-1020 250-387-1602



**ADDITIONAL TERMS TO THE TENANCY AGREEMENT**  
**WATSON MANOR APARTMENTS**  
577 ST 8<sup>TH</sup> STREET, VANCOUVER

1 - OCCUPANTS. The following additional adult persons age 19 or older shall occupy the premises. (Include given names for each one. Print clearly.)

\_\_\_\_\_

The following minor persons under age 19 (including infants) shall occupy the premises.

\_\_\_\_\_

The Tenant covenants that the above persons shall be the only permanent occupants during the term of this agreement, unless the Landlord agrees, in writing, to other persons becoming permanent occupants. The Tenant acknowledges and agrees that this covenants is a material term of this Tenancy Agreement and any breach will provide grounds of termination, as per section 47(c) and (h) of the RTA.

When a guest remains for a continuous period in excess of two weeks then he shall be deemed to be a “permanent occupant” under the agreement. Such additional permanent occupants are not acceptable to the Landlord unless permission is given in writing. Without permission this agreement will be breached and the Landlord may then issue notice of termination.

2 - LANDLORD’S AGENT. The Tenant acknowledges and agrees that if the agent of the Landlord receives a security deposit on behalf of the Landlord from the Tenant, the agent is not a stakeholder of the security deposit and may release it in accordance with the instructions of the Landlord. In the event the security deposit is so released, the Landlord will be responsible for returning the security deposit and accumulated interest to the tenant in accordance with the provisions of the RTA.

3 - POST-DATED CHEQUES. The Tenant shall provide the Landlord with a series of post-dated cheques for the total monthly rent for the period of one (1) year.

4 - ARREARS. Late Payments are subject to a charge at the rate of \$5.00 per day. IN ADDTION each returned cheque, including (NSF) Non-Sufficient Funds, is subject to a service charge of \$30.00. Replacement payment must be by cash, money order or certified cheque. Any Arbitration Fees will be claimed against the Tenant.

5 - EARLY TERMINATION. The Tenant agrees to an initial one (1) year fixed term tenancy. Upon completion of the fixed one (1) year term the tenancy will continue on a month to month basis. Should the Tenant vacate prior to the end of the initial fixed term date a charge of **\$400.00 as liquidated damages** and not as a penalty. The payment by the Tenant of the said liquidated damages to the Landlord is agreed to be in addition to any other rights or remedies available to the Landlord.

6 - CONDITION OF PREMISES. The Tenant shall inspect the premises prior to commencement of the tenancy and shall within twenty four (24) hours thereof, notify the Landlord in writing of any defects or damages. The Tenant agrees to leave the vacated premises in a clean and undamaged condition; otherwise the Tenant will be subject to claims by the Landlord under the Act.

Upon receiving from the Tenant written notification of defects or damages, the Landlord shall be entitled to enter the premises, in accordance with Section 13 of the RTA, for the purpose of inspecting and or repairing the defects or damages.

The Tenant shall not make or cause any structural alterations to be made to the residential premises or the residential property. Painting, papering, and redecorating shall be done only with the prior written consent of the Landlord. Hooks, nails, tapes, or other devices for hanging pictures or plants or for affixing anything to the structure shall be of a type approved by the Landlord and shall be used only with his prior consent.

7 - INTERRUPTION OF UTILITIES. The Landlord has no obligation or liability with respect to any interruption, cessation or failure in the supply of utilities, services or systems to the Premises, including without limitation water and sewer systems, whether or not supplied by the Landlord.

8 - MOVE-OUT. The tenancy shall terminate at noon on the last day of the term of the Lease. The Residential Premises may be shown to prospective Tenants pursuant to the provisions of the RTA, at reasonable hours, after delivery of proper notice.

9 - OVERHOLDING. If the Tenant remains in possession of the premises after the last day of the term as set out in this Agreement or after any other lawful end of the tenancy, the Landlord may claim for damages against the Tenant and the Tenant shall be liable for damages suffered by the Landlord. The Landlord may apply for an Order of Possession or a similar order from a court or an arbitrator and when such an order has been obtained, eviction by the bailiff may follow. In addition, the Tenant should remember that the Landlord and the incoming Tenant have a civil right of action against the Tenant as a result of the Tenant's failure to leave the premises as they are by law required to do.

10 - MAINTENANCE BY TENANT. With the object of protecting the Landlord's property from abusive use, the Tenant and guests of the Tenant shall use the premises, services, furnishings, equipment and facilities supplied by the Landlord, prudently and carefully; and shall be responsible for the cost of repairing or making good any wilful or negligent damage they have caused or permitted to be caused on/or in the premises, including unusual or abusive wear and tear.

The Tenant is also responsible for a complete cleaning of the premises including appliances, drapes/blinds, carpets, fixtures and any other things supplied by the Landlord.

The Tenant must also abide by the following covenants:

- To have the carpets, window coverings **professionally cleaned** upon termination of the tenancy
- Not to put posters or other objects in windows inside or outside
- To keep garbage neat and in sealed containers as per building rules
- To recycle garbage in accordance with the building and civic bylaws
- Not to install waterbeds without permission of the Landlord and then only with the Tenant's proof of insurance policy satisfactory to the Landlords and with proper anti-leak containers, to unplug any sinks or toilets.

The Tenant shall promptly report any damage, or unsafe condition, or fault or deficiency in services including leaking water, except that the Tenant shall replace and pay for any burned out fuses and light bulbs in the rented premises and leave all such working replacements when vacating.

11 - HAZARDS. In the event of a fire, or water or gas escape starting in the Tenant's premises, the Tenant shall report it without delay to the Landlord.

12 - LIABILITY. Unless the Landlord is in breach of a lawful duty, the tenant waives and releases him from any liability in connection with the use by Tenants or guests of the premises, services, furnishings, equipment and facilities supplied by the Landlord.



13 - USE OF PREMISES. Tenants and guests shall use the premises for private residential purposes only, and not for any illegal, unlawful or commercial or business purposes.

14 - CONSENT TO ASSIGNMENT OR SUBLET. The Landlord's consent to assign or sublets must be obtained in writing.

15 - STORAGE. If the building has storage areas, Tenants must put their storage items in properly assigned enclosures. Tenants are responsible for their own possessions and should use their own locks. Vehicles including bicycles must be kept in designated areas. Vehicles must be insured, drivable and not leaking fluids. Automobile and other repairs shall not be done in parking areas. Tenants shall not keep or store in the premises or on the residential property, any hazardous or dangerous materials that may affect or invalidate either the Landlord's or Tenant's insurance coverage for the premises.

16 - CONDUCT. The Tenants and guests shall not carry on any activity that shall be deemed a nuisance and shall abide by all relevant rules and by-laws. In order to promote the convenience, safety, welfare and comfort of the other tenants in the building, the Tenants and guest shall not disturb, harass, or annoy occupants of the building or neighbours, and shall not cause loud conversations, music, television or other irritating noise to disturb peaceful enjoyment at any time; and **shall maintain quiet between 11 p.m. and 9 a.m.** Any Tenant who causes other occupants to vacate the premises because of noise, or other disturbances, harassment, or annoyance, shall indemnify the Landlord for any reasonable costs and losses caused thereby, and may have the tenancy terminated on short notice pursuant to Sec. 37 of the Act.

17 - LOCKS. The Tenant shall be responsible for any costs incurred to regain entrance to the premises, including any damage and all necessary repairs, in the event that the Tenant locks himself out of the premises. The doors to the Tenant's premises shall be kept closed, and in the Tenant's absence locked.

18 - ENTRY. The Tenant shall not unreasonably withhold consent to the Landlord to enter the Tenant's premises when the proper request is made, and shall permit the Landlord or his agents or tradesmen entry at reasonable times or proper notice to view the state of repair or alter the premises, or to show the premises to prospective purchasers or tenants.

19 - MOVING. The Tenant agrees that the mover engaged by the Tenant is the Tenant's agent and the Tenant is responsible as a principal, for any damages caused by the mover to the premises and to the Landlord's property or services.

20 - INSURANCE. The Tenant shall carry Tenant's insurance coverage including liability insurance acceptable to the Landlord, and shall provide proof of insurance to the Landlord within 30 days of starting date of tenancy and upon demand.

21 - BARBEQUES. No barbecues of any kind shall be stored or used on the premises.

22 - ABSENCE. The Tenant agrees to notify the Landlord of an intended absence of more than seven (7) days, and will permit the Landlord to enter premises during the absence if reasonably necessary.

23 - NO SMOKING. No smoking is permitted on the premises or residential property by the Tenant or their guests.

24 - SALE. Should the Landlord wish to put the premises up for sale, the Landlord agrees to give the Tenant twenty-four (24) hours' notice of his intention to do so. Upon providing such notice, the Tenant agrees with the Landlord that he will permit access to the Landlord, his servants, agent, employees, any prospective purchasers of the premises for the purposes of inspecting and reviewing same.

25 - WATER OVERFLOW. The Landlord shall not be responsible for any loss, damage or expense caused by any overflow or leakage of water from any part of the premises or any adjoining buildings occasioned by the use, misuse or abuse of water or by the breaking or bursting of any pipe or plumbing fixture or in any manner or by seepage from adjoining lands or premises or by any accident or misadventure to or arising from the use or operation of machinery, heating apparatus, electric wiring and appliances, gas or other pipes and appliances or any other fixtures by reason of any structural defects in the premises or by any other matter or thing whatsoever.

26 - OBLIGATIONS IF MORE THAN ONE TENANT OR LANDLORD. The obligations upon the Tenant shall be joint and several, if there is more than one Tenant. If there is more than one Landlord, the Landlord's obligations shall be joint and several.

27 - PETS. **The building is a NO PET PROPERTY.** The Tenant wishes to live in an environment free of pets or animals, and the Landlord wishes to provide such an environment for the Tenant and other occupants of the Residential Property. Therefore, for the convenience and benefit of all occupants of the Residential Property, the Landlord and Tenant agree to the following terms governing pets:

A – The Tenant must NOT keep or permit on the Residential Premises or Residential Property any pet or animal of any kind, except as permitted by the Guide Animal Act (British Columbia);

B – Without limiting the generality of A, the tenant must not keep or permit on the Residential Premises or Residential Property any pet or animal that could, while confined or upon its escape, cause an inconvenience to other occupants of the Residential Property, including but not limited to physical threat, noise, shedding, moulting, defecation, urination, digging and allergic reaction.

The Landlord will enter into agreements with all other tenants in the Residential Property containing provisions similar to this section. The Landlord and Tenant agree that this section is a material term of this Agreement, and that a breach of it will be grounds for ending the tenancy. If either A or B above is found to be unenforceable, it will be considered separate and severable from this Agreement, and the remaining parts of this section will remain in force as though the unenforceable part had never been included.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THESE ADDITIONAL TERMS TO THE TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

BY SIGNING THIS ADDENDUM, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.

Dated at \_\_\_\_\_, BC, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Agreed and signed by:

TENANT(S)

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Signature of Tenant

Agreed and signed by:

LANDLORD/LANDLORD'S AGENT

\_\_\_\_\_  
Signature