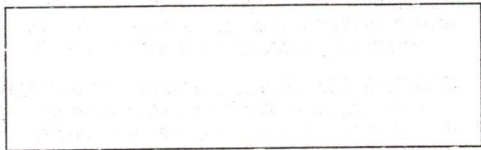


NB: (1) OPEN BOOKLET BEFORE COMPLETING (2) SIGN (3) SEPARATE PAGES

THIS IS A FOUR PAGE AGREEMENT - PLEASE READ ALL FOUR PAGES BEFORE SIGNING.



BRITISH COLUMBIA RESIDENTIAL TENANCY AGREEMENT



1. **AGREEMENT.** This Residential Tenancy Agreement ("this Agreement") is made in accordance with the *British Columbia Residential Tenancy Act and Regulation* ("the Act"). The Standard Terms required by the Act appear in italics, distinguishing them from other terms.

BETWEEN: Landlord _____

Address _____
No. STREET CITY PROVINCE POSTAL CODE

AND Tenant(s) _____
CORRECT LEGAL NAMES LAST NAME FIRST NAME MIDDLE NAME LAST NAME FIRST NAME MIDDLE NAME

Tenant(s) _____
CORRECT LEGAL NAMES LAST NAME FIRST NAME MIDDLE NAME LAST NAME FIRST NAME MIDDLE NAME

2. **ADULT OCCUPANTS.** Names of all persons age 19 or older, other than tenants, authorized to occupy the rental unit.

LEGAL LAST NAME FIRST NAME MIDDLE NAME LEGAL LAST NAME FIRST NAME MIDDLE NAME

3. **MINOR OCCUPANTS.** Names and ages of all persons under age 19, other than tenants, authorized to occupy the rental unit.

LEGAL LAST NAME FIRST NAME AGE LEGAL LAST NAME FIRST NAME AGE

4. **RENTAL UNIT DESCRIPTION.**

Suite No. _____ Building name _____ Building Address _____
NO. STREET CITY PROVINCE POSTAL CODE

Only those utilities, facilities, services, furnishings, equipment, and appliances checked below will be provided and included in the rent. See clause 13, Utilities Payment. The landlord may, with 30 days written notice, change or remove any of these services marked (*) if the method by which they are supplied to the landlord changes.

- Fridge Stove Dishwasher Garburetor Microwave oven
- Washer in rental unit Dryer in rental unit Pay washer and dryer in common area
- Electricity Heat Hot water Water supply * Sewer supply *
- Sewage disposal * Cablevision * Internet * Satellite TV * Garbage Collection *
- Area Rugs Window coverings Furniture Natural or propane gas
- Parking (describe) _____ Other facility or service * _____

The landlord must not take away or make the tenant pay extra for any facility or service that is included in the rent, unless a rent reduction is made in accordance with the Act.

5. **RENTAL PERIOD AND TERM OF TENANCY.**

The tenancy created by this Agreement begins on _____, 20 ____.

Check **A.** and continues on a month to month basis until cancelled in accordance with the Act.

A or B **B.** and is for a fixed term ending on _____, 20 ____.

IF YOU CHOOSE B, YOU MUST CHECK C OR D

Check **C.** At the end of this term, the tenancy will continue on a month to month basis, unless the parties agree on a new fixed term, or the tenant gives legal written notice to end the tenancy.

C or D **D.** At the end of this term, the tenancy is ended and the tenant must vacate the rental unit. The reason this tenancy will end complies with the Residential Tenancy Act and Regulation. The reason is _____.

IF YOU CHOOSE D, BOTH THE LANDLORD AND TENANT MUST INITIAL HERE

Landlord's Initials
 Tenant's Initials

6. **LIQUIDATED DAMAGES.** If the tenant breaches a material term of this Agreement that causes the landlord to end the tenancy before the end of any fixed term, or if the tenant provides the landlord with notice, whether written, oral, or by conduct, of an intention to breach this Agreement and end the tenancy by vacating, and does vacate before the end of any fixed term, the tenant will pay to the landlord the sum of \$ _____ as liquidated damages and not as a penalty for all costs associated with re-renting the rental unit. Payment of such liquidated damages does not preclude the landlord from claiming further rental revenue losses that will remain unliquidated.

7. **RENT AND FEES.** Rent in full must be received by the landlord on or before the first calendar day of each month, unless the parties agree in writing in advance to a different date or dates.

Rent \$ _____ per month week other _____
 Parking Fee(s) \$ _____ (Describe) _____
 Other Fee(s) \$ _____ (Describe) _____
TOTAL RENT AND FEES \$ _____

Subject to clause 19, Additional Occupants, the tenant agrees that for each additional tenant or occupant not named in clause 1, 2, or 3 above, the rent will increase by \$ _____ per month. The landlord's acceptance of any additional tenant or occupant does not otherwise change this Agreement or create a new tenancy.

8. **SECURITY AND PET DAMAGE DEPOSITS**

A Security Deposit in the amount of \$ _____ paid in advance on _____, 20 ____.

A Pet Damage Deposit in the amount of \$ _____ paid on _____, 20 ____.

The landlord agrees that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property, to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and 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 the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or the landlord makes an application 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. The 15 days starts on the later of the date the tenancy ends, or the date the landlord receives the tenant's forwarding address in writing. If the landlord does not return the deposit(s) or apply for dispute resolution within the 15 days, the landlord may not make a claim against the security deposit or pet damage deposit, and must pay the tenant double the amount of the security deposit, pet damage deposit, or both. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

9. **CONDITION INSPECTIONS.** In accordance with sections 23 and 35 of the Act, and Part 3 of the regulation, the landlord and tenant must inspect the condition of the rental unit together when the tenant is entitled to possession, when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and at the end of the tenancy. The landlord and tenant may agree on a different day for the condition inspection. The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under section 23 and 35 of the Act. A right of the tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the Act.
10. **FORM K.** If the rental unit is a strata lot, the landlord and tenant agree to sign Form K, Notice of Tenant's Responsibilities, requiring the tenant to comply with the bylaws and rules of the Strata Corporation.
11. **PAYMENT OF RENT.** 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. The landlord must give the tenant a receipt for rent paid in cash. 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.
12. **RENT ARREARS.** By law and as required by this Agreement, the tenant must pay rent in full on or before the date it is due. The tenant may be charged an administration fee of up to \$25.00 for late payment of all or a portion of the rent, returned or NSF cheques, plus any service fees charged to the landlord by a financial institution.
13. **UTILITIES PAYMENT.** Utilities that are not paid to the landlord or included in the rent must be arranged for and the account maintained current by the tenant. The discontinuation of any utilities resulting from the tenant cancelling or failing to maintain current payments is a breach of a material term of this Agreement. The landlord may issue a 10 day Notice to End Tenancy for Unpaid Rent or Utilities if any utilities payable to the landlord remain unpaid more than 30 days after the tenant receives written demand for payment.
14. **RENT INCREASE.** Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy Branch or ServiceBC office. 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. 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. Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

The landlord and tenant may agree in writing to a rent increase greater than the amount permitted by the regulation.

15. **USE OF RENTAL UNIT.** The rental unit may only be used for private, residential and legal purposes. The tenant may not operate a business from the rental unit, including the short term rental of the rental unit, or a room(s) within the rental unit, except with the landlord's prior written consent. No advertising, documents, or signage may be placed on the rental unit or residential property, except as permitted by an Elections Act. The tenant's property may only be moved in or out of the residential property through designated doors. The tenant will be liable for all costs related to such moves, including costs resulting from injury, damage to the tenant's property, the residential property, or the rental unit. The tenant must ensure the rental unit is properly ventilated, exhaust fans operated, and follow housekeeping practices that minimize the occurrence or accumulation of mould or mildew. Only appropriately sized picture hangers, no adhesives, may be affixed to a wall in the rental unit. The tenant must obtain the landlord's written consent to remove or repair equipment or appliances supplied by the landlord, or to bring a dishwasher, freezer, clothes washer, dryer, or similar equipment on to the residential property. The tenant must obtain the landlord's written consent, including approval of colours, before doing or permitting any painting, decorating or alterations to be made in the rental unit or on the residential property. Should there be a malfunction in any system, service, or appliance provided by the landlord, the tenant will take reasonable action to minimize any resulting damage and will report the situation to the landlord as soon as possible.
16. **CONDUCT.** The tenant is legally responsible for the behaviour or actions of any other occupants of the rental unit or guests of the tenant. The tenant or the tenant's guests must not carry out any illegal activity, create noise, annoy, interfere with or otherwise disturb the quiet enjoyment of another tenant, occupant, neighbour, or the landlord; nor must any noise or disturbing behaviour be repeated after a reasonable request from the landlord to cease such noise or behaviour. In particular, the tenant or the tenant's guests must avoid loud conversation or other noisy or disturbing behaviour between the hours of 10:00 pm and 9:00 am. If the behaviour of the tenant or the tenant's guests in violation of this clause causes another tenant to vacate his or her rental unit, the tenant will be responsible for any resulting costs or losses incurred by the landlord.
17. **PETS.** It is a material term of this Agreement that, without the landlord's prior written consent, the tenant may not keep or allow on the residential property any animal, including a dog, cat, snake, bird, reptile, or exotic animal, domestic or wild, fur bearing or otherwise. If the tenant has written permission from the landlord, the tenant must ensure the pet does not disturb or interfere with any person on the residential property or neighbouring properties or cause any damage to the rental unit or residential property. Should the pet cause any such damage, the tenant will be responsible for any resultant costs to the landlord of repairing the damage, compensating any person, and recovering legal or other expenses. If the tenant fails to correct a violation of this clause, including permanently removing a pet from the residential property after receiving notice from the landlord to correct the violation, the landlord may end the tenancy.
18. **OCCUPANTS AND GUESTS.** The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit. While 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, the landlord may impose reasonable restrictions on guests' use of common areas of the residential property. 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 by applying for dispute resolution under the Act.
19. **ADDITIONAL OCCUPANTS.** Only persons listed in Clause 1, 2, or 3 may occupy the rental unit or residential property. Any other person who, without the landlord's written permission, occupies or resides in the rental unit or on the residential property for more than 14 cumulative days in a calendar year will be doing so contrary to this Agreement. The tenant must apply in writing to the landlord if the tenant wishes a person not named in Clause 1, 2, or 3 to become an occupant or co-tenant. Failure to obtain the landlord's written permission is a breach of a material term of this Agreement.
20. **ASSIGN OR SUBLET.** The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this Agreement has six months or more remaining in the fixed term, 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. If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may make an application for dispute resolution under the Act.
21. **LOCKS.** 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. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys. The tenant must not change locks or other means of access to common areas of residential property unless the landlord consents to the change, or to his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.
22. **SECURITY.** The door to the rental unit must be kept closed, and in the tenant's absence, locked. The tenant may not install, change or alter a lock or security device, such as a dead bolt, door chain, or alarm system, or make extra keys to the rental unit or residential property without the landlord's written consent. Entry by any person to the residential property or rental unit by unauthorized possession of a key is a breach of a material term of this Agreement.
23. **LANDLORD'S ENTRY INTO RENTAL UNIT.** For the duration of this 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. 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 the purpose for entering, which must be reasonable, the date and 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 the director or of a 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.

The landlord may inspect the rental unit in accordance with (a) above. If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Act seeking an order of the director 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 keys to the rental unit and residential property to the landlord.

- 24. **CARPETS AND WINDOW COVERINGS.** The tenant may not replace any window covering supplied by the landlord. At reasonable intervals the tenant must clean carpets and window coverings provided by the landlord, preferably by a professional company. Regardless of the length of the tenancy, if the carpets and/or window coverings were new or professionally cleaned at the beginning of the tenancy, the tenant must pay for their professional cleaning at the end of the tenancy.
- 25. **FLOORS.** The tenant must clean, care for, and avoid damaging non-carpeted floors. The landlord may require the tenant to carpet traffic areas of non-carpeted floors. All furniture placed on non-carpeted floors must have protective devices on the base or legs to prevent damage to the floor.
- 26. **COMMON AREAS AND OUTSIDE.** The tenant and the tenant's guests will act safely in, and ensure there is no misuse of or damage to, common areas of the residential property. The tenant will comply with all notices, rules, or regulations given to the tenant or posted on the residential property, including those restricting access to or use of common areas by guests and/or children. All such use will be at the sole risk of the tenant or the tenant's guests. The tenant must not leave or store any possessions or refuse in common areas. Nothing, including cleaning implements or materials, is to be shaken or thrown from windows, doors, balconies, or into common areas. Nothing is to be placed on or fastened to the inside or outside of doors, windows or the exterior of the residential property, including cables, wires, awnings, antennas or satellite dishes. The landlord may require excessive or unsightly items to be removed from a balcony. Barbecues or other solid, liquid or gas burning appliances must not be used in the rental unit; such devices may be used or stored on balconies or the residential property only with the landlord's written consent and in areas designated by the landlord. The tenant will not encourage birds, wild or stray animals on to the residential property nor feed them on or near the residential property.
- 27. **LIQUID FILLED ITEMS.** Only with the landlord's written consent may the tenant bring into the rental unit or on the residential property any waterbed, aquarium, wading or swimming pool, or other property that can be considered to be liquid filled. The landlord's consent will include a requirement that the tenant provide continuing evidence of at least \$1,000,000 of liability insurance, and may include restrictions on the location and/or use of the liquid filled item.
- 28. **STORAGE.** The tenant's possessions kept on the residential property must be maintained in safe condition within the rental unit or designated storage or parking areas and are at the tenant's sole risk for theft, damage or loss from any cause. Potentially dangerous or hazardous items or materials must not be brought into or kept in the rental unit or on the residential property. It is a material term of this Agreement that items or materials stored in the rental unit must be limited in quantity to avoid and prevent a potential fire or health hazard, or impede access to, exit from, or normal movement within any area of the rental unit.
- 29. **VEHICLES AND BICYCLES.** Only the number of vehicles approved in writing by the landlord may be parked or stored on the residential property. Motor vehicles must be operable, currently licensed and insured for operation, and must not leak fluids or be repaired on the residential property. Approved vehicles such as boats or trailers must be insured and safely secured. Bicycles must be stored in designated or approved areas only. They must not be moved through a lobby or hallway, placed in an elevator, or kept or stored in a hallway or on a balcony.
- 30. **WASTE MANAGEMENT AND RECYCLING.** Garbage, refuse, food scraps, or recyclable materials must not be placed or left in hallways or anywhere on the residential property, except in designated disposal or recycling areas. All garbage must be drained, bagged or wrapped, and securely tied before being placed in a designated receptacle, and any spillage removed or cleaned up immediately. The tenant must remove from the residential property any large items to be discarded, such as mattresses or furniture. The tenant is required to comply with residential property recycling programs and methods.
- 31. **HAZARDS AND EMERGENCIES.** If the tenant discovers a fire, escape of gas, water or hazardous substance in the rental unit or on the residential property, the tenant must immediately notify the landlord or landlord's contact person and warn other persons on the residential property who may be affected by the emergency or hazard. The tenant must immediately inform the landlord if the tenant discovers pests or vermin in the rental unit or on the residential property. Should pests or vermin be discovered, the tenant will cooperate in their eradication treatment, including removing or relocating the tenant's furniture or possessions.
- 32. **REPAIRS, LANDLORD'S OBLIGATION.** 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. 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 make an application for dispute resolution under the Act seeking an order of the director for the completion and costs of the repair.
- 33. **REPAIRS, TENANT'S OBLIGATION.** 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 repairs for reasonable wear and tear to the residential property. 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 make an application for dispute resolution under the Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.
- 34. **EMERGENCY REPAIRS.** 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. 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. 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. 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 major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to a rental unit, or the electrical systems.
- 35. **APPLICATION OF THE RESIDENTIAL TENANCY ACT.** The terms of this Agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Act or a regulation made under that Act or any standard term. If a term of this Agreement does contradict or change such a right or obligation or standard term, the term of this Agreement is void. Any change or addition to this 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. The requirement for agreement to change this Agreement does not apply to a rent increase given in accordance with the Act, a withdrawal of, or a restriction on, a service or facility in accordance with the Act, or a term in respect of which a landlord or tenant has obtained an order of the director that the agreement of the other is not required.
- 36. **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 this Agreement.
- 37. **DISPUTE RESOLUTION.** Either the tenant or the landlord has the right to make an application for dispute resolution as provided under the Act.
- 38. **SERVICE OF NOTICES.** The tenant must accept any document, notice, process, or order, when served in accordance with the Act.
- 39. **ENDING THE TENANCY.** 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. This notice must be in writing and must include the address of the rental unit, include the date the tenancy is to end, be signed and dated by the tenant, and 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. If this is a fixed term tenancy and this Agreement does not require the tenant to vacate at the end of the tenancy, this Agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Act. The landlord may end the tenancy only for the reasons and only in the manner set out in the Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

The tenant understands that the rental unit may be shown to potential tenants or purchasers in accordance with the Act and agrees to cooperate in the arranging and conducting of such showings.

