

RESIDENTIAL TENANCY AGREEMENT RENT GEARED TO INCOME – NON-PROFIT HOUSING

Property Reference #: _____

A Residential Tenancy Agreement between (use correct legal names)

the landlord:

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and the tenant(s):

Last Name	First Name	Initial	Birth Date (dd/mm/yyyy)
Last Name	First Name	Initial	Birth Date (dd/mm/yyyy)
Last Name	First Name	Initial	Birth Date (dd/mm/yyyy)

The address of the place being rented to the tenant (called the residential premises in this tenancy agreement) is

Address: suite, number, street, city, BC, postal code

The address for service and the telephone number of the landlord or landlord's agent is

Address: suite, number, street, city, BC, postal code	Phone Number
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1. This tenancy agreement consists of the following:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Terms Residential Tenancy Agreement (pages 1-8) | <input type="checkbox"/> Pet Ownership Rules |
| <input type="checkbox"/> Declaration of income of tenant and occupants | <input type="checkbox"/> Parking Terms |
| <input checked="" type="checkbox"/> Crime Free Housing Addendum | <input type="checkbox"/> Laundry Agreement Addendum |
| <input type="checkbox"/> List of Additional Tenants and Occupants | |
| <input type="checkbox"/> Other Additional Terms or Modifications: _____ | |

2. Length of the Tenancy

This tenancy starts on: _____ (dd/mm/yyyy). This tenancy is on a month-to-month basis.

3. Rent shall be determined as a percentage of income as set forth in paragraph 10.

Included in the rent is:

- | | | | | |
|--------------------------------------|---|--|---|--|
| <input type="checkbox"/> Water | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Window Coverings | <input type="checkbox"/> Sewage Disposal | <input type="checkbox"/> Furniture |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Cablevision | <input type="checkbox"/> Garbage Collection | <input type="checkbox"/> Sheets and Towels |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Carpets | <input type="checkbox"/> Laundry | <input type="checkbox"/> Parking for _____ number of vehicle(s) | |
| | | <input type="checkbox"/> Other facility or _____ | | |

service: _____

No furnishings, equipment, or utilities will be provided by the landlord except those checked above.

4. Occupants (other than tenants named above). List all other persons (including those under age 19) who will occupy the residential premises.

Last Name, First Name, Initial	Birth Date (dd/mm/yyyy)	Last Name, First Name, Initial	Birth Date (dd/mm/yyyy)
Last Name, First Name, Initial	Birth Date (dd/mm/yyyy)	Last Name, First Name, Initial	Birth Date (dd/mm/yyyy)

5. Senior Citizens and Persons with Disabilities (Check if applicable)

The residential property is designated for seniors and persons with disabilities.

If this section applies, the tenant agrees that all tenants and occupants must be 19 years or older, with at least one tenant aged 55 years or older or disabled.

6. Signatures (By signing this tenancy agreement, the landlord and the tenant are bound by its terms and the tenant acknowledges receiving a copy of this tenancy agreement).

Landlord Signature	dd/mm/yyyy	Tenant Signature	dd/mm/yyyy
Tenant Signature	dd/mm/yyyy	Tenant Signature	dd/mm/yyyy

7. Interpretation

- (a) In this tenancy agreement, the following terms have the meaning set out below:
- (i) "BC Housing" means British Columbia Housing Management Commission;
 - (ii) "director" means a director as set out under Part 1, Division 1 of the *RTA*;
 - (iii) "guest" means a short-term visitor who maintains a primary residence elsewhere or has received landlord approval for an extended stay;
 - (iv) "occupant" means a person listed as a tenant, listed as an occupant in Section 3 or listed in the List of Additional Tenants and Occupants;
 - (v) "rental unit" means the living accommodation rented to the tenant pursuant to this residential tenancy agreement as identified on page one and includes any balcony, porch, patio or fully enclosed outdoor area adjacent to and accessible from such rental unit;
 - (vi) "residential property" means
 - A) a building, or related group of buildings, in which one or more rental units or common areas are located,
 - B) the parcel or parcels on which the building, related group of buildings or common areas are located,
 - C) the rental unit and common areas, and
 - D) any other structure located on the parcel or parcels; and
 - (vii) "*RTA*" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending or successor legislation.
- (b) If the singular, masculine or neuter is used in this tenancy agreement, the same will be deemed to include reference to the plural, feminine or body corporate according to the context in which it is used.
- (c) Headings in this tenancy agreement are for convenience of reference only and are not intended to govern or affect the interpretation of this tenancy agreement.
- (d) The waiver by the landlord of a breach of this tenancy agreement will not preclude enforcement of a later breach of this tenancy agreement. The landlord has no obligation to enforce rules and regulations or tenancy agreements as against other tenants.
- (e) If there is more than one tenant, the obligations of each tenant are joint and several.
- (f) If any provision in this tenancy agreement is found by a court to be invalid or unenforceable that provision will be severed from this agreement and the remainder of this agreement remains in full force and effect.
- (g) Time is of the essence of this agreement. For example, when the rent is due on the first day of the month, the rent must be paid on that date.

8. Agreement with BC Housing

The landlord has entered into an agreement with BC Housing designating the residential property as housing for low and/or moderate income tenants.

9. Condition Inspections

- (a) **In accordance with sections 23 and 35 of the *RTA* (*condition inspections*) and Part 3 of the regulation (*condition inspections*), the landlord and tenant must inspect the condition of the rental unit together (i) when the tenant is entitled to possession, (ii) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and (iii) at the end of the tenancy.**
- (b) **The landlord and tenant may agree on a different day for the condition inspection.**
- (c) **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 sections 23 and 35 of the *RTA*.**
- (d) **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 sections 23 and 35 of the *RTA*.**

When the condition inspection report is completed and signed by both the tenant and the landlord, the tenant acknowledges that the tenant has inspected the rental unit and agrees that the rental unit is in good order and repair except where identified in the condition inspection report. At the end of this tenancy agreement, the tenant will deliver possession of the rental unit to the landlord in the same condition as at the start of the tenancy, except for reasonable wear and tear.

10. Payment of Rent

- (a) The tenant must pay rent to the landlord in advance on or before the first day of each calendar month at the place and in the manner the landlord designates in writing.
- (b) The amount of rent payable from time to time will be determined on the basis of 30% of the tenant's and occupant's gross monthly household income or such other percentage as shall be determined by applying the applicable BC Rent Scale, or such other rent scale as the landlord may determine from time to time. The landlord will give to the tenant notice of the amount of such rent payable prior to the date this tenancy starts. Any change in the rent will be determined in accordance with Section 10(c) and is not subject to the *RTA*. The tenant acknowledges the landlord has selected the tenant on a number of criteria, including the income and assets of the

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tenant and occupants, and that any change in the income or assets of the tenant or occupants is material and of great importance to the landlord.

- (c) The tenant agrees:
- (i) to complete and sign a declaration stating the number of occupants in the rental unit, their names, birthdates, gross incomes and assets on a form provided by the landlord, at least once in every 12 month period, and from time to time as required by the landlord;
 - (ii) to provide proof of income and assets with such declaration; and
 - (iii) that the declaration and supporting documentation will form part of this tenancy agreement.
- This information is material and fundamental to this tenancy agreement. If the tenant is applying to BC Housing for a rent subsidy, the landlord will forward the declaration and information to BC Housing for consideration.
- (d) **The tenant must pay the rent on time, unless the tenant is permitted under the RTA 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.**
 - (e) **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 RTA.**
 - (f) **The landlord must give the tenant a receipt for rent paid in cash.**
 - (g) **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.**

11. Disclosure

The tenant:

- (a) agrees to promptly provide or cause to be provided such information and documentation as is requested by the landlord regarding the tenant and the occupants as required to determine the applicable rent or for audit purposes;
- (b) consents to the landlord verifying personal information, as defined in the *Freedom of Information and Protection of Privacy Act*, which consent is required by that Act to enable the landlord to carry out its rent calculation and audit functions; and
- (c) agrees that if the tenant fails to disclose or misrepresents any information requested by the landlord to allow the landlord to determine the applicable rent or for audit purposes, such failure or misrepresentation will be deemed to be a material breach of this tenancy agreement entitling the landlord to end this tenancy agreement and to recover from the tenant in contract or otherwise the difference between the amount the tenant paid in rent and the amount the tenant should have paid in rent under or in connection with this tenancy agreement. This remedy is not exclusive and may be exercised by the landlord in addition to any other remedies available to the landlord in law or equity or as set out in this tenancy agreement.

12. Security Deposit and Pet Damage Deposit

- (a) The tenant will pay a security deposit in the amount of \$ _____ on or before the date this tenancy starts.
- (b) If the tenant has a pet when this tenancy begins, the tenant will pay a pet damage deposit of \$ _____ on or before the date this tenancy starts.
- (c) If the landlord agrees to allow the tenant to acquire a pet during the tenancy, the tenant will pay a pet damage deposit in an amount set by the landlord, but not to exceed one-half of the monthly rent payable for the residential property when the pet is acquired.
- (d) **The landlord agrees:**
 - (i) **that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,**
 - (ii) **to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and**
 - (iii) **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**
 - A) **the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or**
 - B) **the landlord makes an application for dispute resolution under the RTA within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.**
- (e) **The 15 day period starts on the later of**
 - (i) **the date the tenancy ends, or**
 - (ii) **the date the landlord receives the tenant's forwarding address in writing.**
- (f) **If a landlord does not comply with subsection (d), the landlord**
 - (i) **may not make a claim against the security deposit or pet damage deposit, and**
 - (ii) **must pay the tenant double the amount of the security deposit, pet damage deposit, or both.**

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(g) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

13. Occupants

- (a) The landlord has determined that the tenant is eligible to occupy the rental unit based on specific eligibility criteria including, but not limited to, the tenant's household composition and household income.
- (b) No tenancy is created between the landlord and any occupant other than those who are listed as tenants on page one of this tenancy agreement or on an approved List of Additional Tenants and Occupants. Only tenants and occupants approved by the landlord may reside in the rental unit while this tenancy agreement is in effect.
- (c) Any change in the tenant's household composition and household income is material and may result in the tenant no longer satisfying the landlord's eligibility criteria for the rental unit and, in such event, the landlord may serve a notice to end the tenancy.
- (d) Prior to adding or deleting any occupant(s), the tenant must complete a Request for Addition or Deletion of Tenants and/or Occupants form. The landlord will review the tenant's request and if approved, the tenant must complete a new declaration of income and assets and provide it to the landlord immediately. The landlord will assess the tenant's declaration of income and assets to determine whether the tenant remains eligible to occupy the rental unit and whether the tenant's rent will be adjusted.
- (e) Any occupant living in the rental unit without the landlord's written permission will be considered to be an unauthorized occupant and if not approved by the landlord, the tenant may be served with a notice to end the tenancy.
- (f) 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 RTA.**

14. Guests

- (a) Guests may visit the tenant and the landlord may require the tenant to provide proof that the guest maintains a primary residence elsewhere should the visit exceed 30 days. The landlord may provide written approval for an extension of the guest's stay, or may proceed as outlined in Section 13 (Occupants).
- (b) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.**
- (c) 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.**
- (d) Despite subsection (c) of this section but subject to section 27 of the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.**

15. Assign or Sublet

Assignment of this tenancy agreement or subletting or otherwise parting with possession of the whole or part of the rental unit for the whole or any part of the term of this tenancy agreement is prohibited because the rental unit is rented on a rent geared to income basis.

If rent for the unit is not geared to income, the following will apply:

- (a) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this is a fixed term tenancy agreement and there are 6 months or more remaining in the 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.**
- (b) 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 RTA.**

16. Ending the Tenancy

- (a) 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.)**
- (b) This notice must be in writing and must**
 - (i) include the address of the rental unit,**
 - (ii) include the date the tenancy is to end,**
 - (iii) be signed and dated by the tenant, and**
 - (iv) 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.**
- (c) 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 RTA.**

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- (d) **The landlord may end the tenancy only for the reasons and only in the manner set out in the *RTA* and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.**
- (e) **The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.**
- (f) **The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.**
- (g) If the tenant ceases to qualify for the subsidized rental unit, the landlord may end this tenancy agreement by giving the tenant a clear month's notice to end the tenancy in accordance with the *RTA*.
- (h) Once a notice to end a tenancy is given by either party, the rental unit may be shown to prospective tenants in accordance with the landlord's right of entry under the *RTA*. The tenant agrees to cooperate in the interests of incoming tenants.
- (i) If the tenant remains in possession of the rental unit after the end of the tenancy, the tenant must pay for the losses suffered by the landlord because of the tenant's failure to vacate, including, but not limited to, payments made by the landlord to any prospective tenant with whom the landlord may have entered into a tenancy agreement for the rental unit. The landlord may apply to add an overholding tenant as a party to the proceeding when a new tenant brings proceedings against the landlord to enforce his or her right to possess or occupy the rental unit that is occupied by the overholding tenant.

17. Repairs

(a) Landlord's obligations

- (i) **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.**
- (ii) **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 *RTA* seeking an order of the director for the completion and costs of the repair.**

(b) Tenant's obligations

- (i) **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 that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property.**
- (ii) **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 *RTA* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.**
- (iii) The tenant must take all steps necessary to prevent improper or careless use, by any occupant or guest, of the services, furnishings, equipment and facilities supplied by the landlord in the rental unit or on the residential property. The tenant must promptly report to the landlord any damage, unsafe condition, fault or deficiency in the rental unit, residential property or services, including without limitation leaking water and non-operating smoke detectors. The tenant must replace and pay for any burned-out fuses and light bulbs in the rental unit and leave working replacements in the rental unit when vacating.

(c) Emergency Repairs

- (i) **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.**
- (ii) **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.**
- (iii) **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.**
- (iv) **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:**
 - A) **major leaks in pipes or the roof,**
 - B) **damaged or blocked water or sewer pipes or plumbing fixtures,**
 - C) **the primary heating system,**
 - D) **damaged or defective locks that give access to a rental unit, or**
 - E) **the electrical systems.**

18. Locks

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- (a) 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.
- (b) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- (c) The tenant must not change locks or other means of access to
 - (i) common areas of residential property, unless the landlord consents to the change, or
 - (ii) his or her rental unit, unless the landlord consents to, or the director has ordered, the change.
- (d) The tenant agrees not to make extra keys for any lock in the rental unit or on the residential property, except with the prior written consent of the landlord. If the tenant is locked out of the rental unit and the rental unit is damaged in regaining access, the tenant must pay any costs of repairing such damages. The tenant must pay any other costs incurred in regaining access.

19. Landlord's Entry Into Rental Unit

- (a) 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.
- (b) The landlord may enter the rental unit only if one of the following applies:
 - (i) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - A) the purpose for entering, which must be reasonable, and
 - B) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - (ii) there is an emergency and the entry is necessary to protect life or property;
 - (iii) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - (iv) the tenant has abandoned the rental unit;
 - (v) the landlord has an order of the director or of a court saying the landlord may enter the rental unit;
 - (vi) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- (c) The landlord may inspect the rental unit monthly in accordance with subsection (b)(i).
- (d) If a landlord enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the *RTA* 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 key to the rental unit to the landlord.

20. Extended Absence from Rental Unit

As the rent for the rental unit is geared to income, if the tenant is absent from the rental unit for three consecutive months or longer without the prior written consent of the landlord, the landlord may end the tenancy, even if the rent is paid for that period.

21. Parking

The landlord is not responsible for providing parking spaces for the use of the tenant. If parking is available, then:

- (a) the tenant may park only operative, licensed and insured vehicles in such areas;
- (b) the tenant must obtain the prior written consent of the landlord to park full-sized trucks, recreation vehicles, commercial vehicles, boats or trailers in such areas;
- (c) the tenant must remove any vehicle leaking oil or other fluids or without valid insurance;
- (d) a guest may park only in designated visitor parking areas; and
- (e) the landlord may tow away, at the tenant's sole risk and expense, any vehicles improperly parked or parked in a manner contrary to this tenancy agreement.

22. Pets

- (a) 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 *Guide Dog and Service Dog Act*.
- (b) The tenant may keep pets in the rental unit and on the residential property only in accordance with the pet ownership rules included in the rules and regulations delivered with this tenancy agreement, as may be amended from time to time.

23. Conduct

The tenant agrees that if any occupant or guest causes unreasonable and/or excessive noise or disturbances the landlord may end the tenancy. This includes activity that has or is likely to adversely affect the quiet enjoyment, security, safety or physical well being of another occupant or the landlord.

24. Use of Premises

The tenant will use the rental unit only as a private residence and will not conduct any trade or business from the rental unit without the prior written consent of the landlord.

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Check if applicable:

- The tenant is prohibited from growing, cultivating or propagating cannabis plants in the rental unit or on the residential property.

25. Alterations of Premises

Tenants must obtain the prior written consent of the landlord to do any of the following:

- (a) place any notice or sign on the rental unit or the residential property;
- (b) place on or affix any radio, satellite, television equipment, surveillance device or any other object whatsoever to the outside of the rental unit or the residential property, including fences and balconies;
- (c) make any structural alterations to the rental unit or the residential property;
- (d) paint, paper, carpet or decorate the rental unit or the residential property;
- (e) repair or service any automobile, recreation vehicle or other vehicle or boat on the residential property, including the parking areas;
- (f) install or store heavy appliances or equipment in the rental unit or on the residential property; or
- (g) use any other drapes, curtains and curtain rods except those that have been supplied by the landlord if applicable.

26. Hazards and Pest Management

(a) **Hazards**

The tenant must take all steps necessary to prevent the creation of a hazard and must immediately rectify any hazards created by any occupant or guest of the tenant, and the tenant:

- (i) must report to the landlord without delay any fire, water escape, gas escape or other hazard; and
- (ii) must pay the costs incurred to repair any damage arising from any hazard or threat to safety, including any fire, caused by a willful or negligent act or omission of any occupant or guest of the tenant.

If the tenant does not comply with the above duties, the landlord may make an application for dispute resolution under the *RTA* seeking an order of the director for such costs, serve a notice to end a tenancy, or both.

(b) **Pest Management**

- (i) The term "pest," includes, but is not limited to, rodents, cockroaches and bedbugs.
- (ii) The tenant agrees to work cooperatively with the landlord and pest management contractor, and will:
 - A) allow the landlord and pest management contractor access to the residential premises as often as necessary to undertake any pest management inspections and treatments that the landlord deems necessary to eliminate pests, subject to the provision of notice as outlined in Section 19 of this tenancy agreement;
 - B) promptly comply with any instructions from the landlord or pest management contractor to complete all pre/post-treatment activities the landlord deems necessary to ensure treatment is as effective as possible, including preparing the rental unit for treatment;
 - C) promptly notify the landlord of pest sightings in order to prevent and mitigate the spread of pests.
- (iii) Section 26 (b) is a material term of this tenancy agreement and any failure by the tenant to comply may result in the landlord serving a notice to end tenancy.

27. Waterbeds, Oxygen Equipment, etc.

The tenant must obtain the prior written consent of the landlord if the tenant uses or stores in the rental unit:

- (a) a waterbed, and no consent will be given unless:
 - (i) the waterbed has a proper frame and safety liner; and
 - (ii) the tenant carries a minimum of \$100,000.00 waterbed liability insurance and provides evidence of such coverage to the landlord;
- (b) any other liquid filled furniture or aquarium, with a volume in excess of 20 gallons in total; or
- (c) any oxygen life-support equipment.

28. Common Areas

The tenant must take all reasonable steps to ensure that the use of common areas of the residential property, including any laundry room, recreation room and facilities, parking area, or storage area, by the tenant, occupant or guest of the tenant, will:

- (a) be prudent, safe and equitable; and
- (b) comply with all notices, rules or regulations posted on or about the residential property concerning the use of such common areas, including rules restricting use to occupants only and restrictions on use by children.

The tenant agrees that the use of common areas by an occupant or guest of the tenant is at the sole risk of the tenant.

29. Storage

The tenant agrees to store all property in designated areas only. The tenant agrees not to store unapproved items on balconies, patios or in hallways or common areas of the residential property, including but not limited to, any appliance, bicycle, wheelchair, baby carriage, scooter or power scooter. The tenant agrees that use of the storage areas is at the sole risk of the tenant.

30. Rules and Regulations

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The tenant agrees to observe the rules and regulations delivered with the tenancy agreement, and such reasonable variations, modifications and additions from time to time made to such rules and regulations by the landlord and posted or communicated to the tenant in writing, and the tenant agrees to require all occupants and guests to observe such rules and regulations and agrees that such rules and regulations form part of the terms of this tenancy agreement.

31. Moving

The tenant must move possessions and furniture in or out of the rental unit and residential property in a competent manner and if any damage is caused in the course of moving in or out of the rental unit or residential property, the tenant must pay to repair such damage.

32. Liability Waiver

The tenant waives and releases the landlord from any liability whatsoever in connection with:

- (a) the use or occupation by an occupant or guest of the tenant of the rental unit or the residential property or the use of any services, furnishings, equipment and facilities supplied by the landlord; and
- (b) any damage to or loss of any personal property of an occupant or guest of the tenant.

The tenant is advised to carry adequate insurance covering personal property and third party liability claims. Subject to an order of the director, the landlord will not be liable for damages, direct or indirect, for personal discomfort or illness arising from the lack of heat, or hot and cold water, or electricity or air conditioning, or inoperable appliance, or from alterations or repairs to the rental unit or services to the rental unit. During repairs to the heating facilities, the landlord will not be obliged to furnish heat.

33. Application of the *Residential Tenancy Act*

- (a) **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 *RTA* or a regulation made under that Act, or any standard term. 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.**
- (b) **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 the following:**
 - (i) a rent increase given in accordance with the *RTA*,
 - (ii) a withdrawal of, or restriction on, a service or facility in accordance with the *RTA*,
 - (iii) 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.

34. 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.

35. Dispute Resolution

Either the tenant or the landlord has the right to make an application for dispute resolution, as provided under the *RTA*.

36. Breach of Tenancy Agreement, and Fees

- (a) A breach of this tenancy agreement by the tenant may give the landlord the right to end the tenancy and claim damages in accordance with the *RTA*.
- (b) Any money owing by the tenant to the landlord under this tenancy agreement pursuant to a court order or an order of the director or otherwise will bear interest at the prime rate of the Royal Bank of Canada from and including the time such money becomes payable, calculated and payable monthly until repayment both before and after judgment.
- (c) Returned and not sufficient funds (N.S.F.) cheques are subject to a minimum service charge of \$20.00 each, or the then current rate charged for such services by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, whichever is more.
- (d) If this agreement requires the tenant to pay utility charges and such charges are unpaid more than 30 days after the tenant is given a written demand for payment of them, the landlord may treat the unpaid utility charges as unpaid rent and may serve a notice to end a tenancy to the tenant.
- (e) A fee may be charged by the landlord where the tenant requests a move from one rental unit to another.

37. Mandatory Provisions

All bolded provisions are terms that must be included in a tenancy agreement as prescribed by the *Residential Tenancy Act* regulations.

Initial	