

Landlord's Application for Dispute Resolution

For RTB use only: File # 764170

- ☐ This application is being made under the *Manufactured Home Park Tenancy Act*
☒ This application is being made under the *Residential Tenancy Act*

Landlord(s) (Applicant(s): The person asking for dispute resolution)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Crescent Housing Society	
Last name or the full legal business name	First and middle names
Last name (if more than one landlord, also use form #RTB-26)	First and middle names

Applicant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

Office	12850 26th Avenue	Surrey	BC	V4P 1S1
Unit/site #	Street # and street name	City	Province	Postal Code
604	538-9669		604	538-9651
Daytime phone number	Other phone number	Fax number for document service		

- ☐ Yes, a Schedule of Parties (#RTB-26) is being used to add more Applicants to this application and it is attached.
☐ Yes, the **Mailing Address** is different from the Applicant Address, and it is attached.

Dispute Address (address of the rental unit or manufactured home site)

s.22	s.22	Surrey	BC	s.22
Unit/site #	Street # and street name	City	Province	Postal Code

Tenant(s) (Respondent(s): The other party to the dispute)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

s.22	s.22
Last name	First and middle names
Last name	First and middle names

Respondent Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

s.22	s.22	Surrey	BC	s.22
Unit/site #	Street # and street name	City	Province	Postal Code
Daytime phone number	Other phone number	Fax number for document service		

- ☐ Yes, a Schedule of Parties (#RTB-26) is being used to add more Respondents to this application and it is attached.
☐ Yes, the **Mailing Address** is different from the Respondent Address, and it is attached.

TO FILE THIS APPLICATION:

- On this page, fill in the information boxes.
- On page 2, check the boxes that apply to your request, provide details and sign at the bottom.
- Submit your application in-person at:
 - RTB Burnaby: 400 – 5021 Kingsway
 - RTB Kelowna: 305–478 Bernard Avenue
 - RTB Victoria: Suite 101 - 3350 Douglas Street
 - Any Service BC-Government Agents Office
- Applications may also be submitted online at www.rto.gov.bc.ca.
- Do not give a copy of your Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you have paid the application fee or obtained a fee waiver.

RESIDENTIAL TENANCY BRANCH BURNABY, B.C.
SEP 08 2011
RECEIVED 29
RTB use only – date stamp & initial

Residential Tenancy Branch Office of Housing and Construction Standards Ministry of Energy and Mines

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

Website: www.rto.gov.bc.ca

#RTB-12-L (2011/03)

Landlord's Application for Dispute Resolution

Page 2

For RTB use only: File # 764170

Nature of the Dispute

Ending tenancy, and seeking an Order of Possession:

Notice to End Tenancy

When the dispute involves a *Notice to End Tenancy*, the *Notice to End Tenancy* must be given to the tenant before applying for Dispute Resolution **and** the *Notice to End Tenancy* must be submitted to the Residential Tenancy Branch.

Date the *Notice to End Tenancy* referred to in this Application was served: AUGUST 23, 2011

How was it served? REGISTERED MAIL

Reason for ending tenancy:

- ☐ Employment with landlord has ended OPE
- ☒ The tenant has not paid rent or utilities OPR
- ☐ The landlord wants the unit or property for another use OPL
- ☐ The landlord has cause, as described in the Act, regulation (state section in the 'Details of the Dispute' box below), or tenancy agreement (provide a copy) OPC
- ☐ The tenant does not qualify for subsidized housing OPQ
- ☐ The tenant has breached an agreement with the landlord (provide a copy of agreement) OPB

Monetary Order:

- ☐ For damage to the unit, site or property MND
- ☒ For unpaid rent or utilities MNR
- ☐ To keep all or part of pet damage deposit or security deposit MNSD
- ☐ For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement MND/C

The request for a Monetary Order is for the following amount:

Provide a detailed calculation of the amount in the 'Details of the Dispute' box below.

s.22

Other

- ☐ Recover filing fee from the tenant for the cost of this application FF
- ☐ Serve documents or evidence in a different way than required by the Act SS
- ☒ End Tenancy Early **and** obtain an Order of Possession ET
- ☐ Other (provide details in the 'Details of the Dispute' box below) O

Details of the Dispute

In two or three sentences, describe the issue. Include any dates, times, people or other information that says who, what, where and when the issue arose or the event occurred. When you are asking for a Monetary Order, include a detailed calculation. Attach a separate sheet if necessary. Any additional sheets must be signed.

Tenant has not paid any rent for months and has made no attempt to contact th
payment arrangements. TOTAL OWING AS OF AUG 23, 2011 =

s.22

See
Additional
page.

~~Aug, July, June, May, April, March, Feb, Jan 2011~~
~~1 Feb 2011~~ ~~8 mos @ \$20 = 2,880~~ ~~9176~~

Signature: [Signature] Date: Sept 8, 2011

Print name: Janet Furcht, General Manager

The personal information recorded on this form is collected under the authority of s. 59 Residential Tenancy Act and s. 52 Manufactured Home Park Tenancy Act for the purpose of administering the Acts. The information may be disclosed to the public in accordance with the Freedom of Information and Protection of Privacy Act. Questions about the collection of this information may be directed to an Information Officer: Lower Mainland 604-660-1020 Victoria 250-387-1602 Elsewhere in B.C. 1-800-665-8779

Page 3 redacted for the following reason:

s.22



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No. 764170

Date: September 19, 2011

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

CRESCENT HOUSING SOCIETY, Landlord(s),

Applicant(s)

And

s.22

Tenant(s),

Respondent(s)

Re: An application pursuant to sections 55, 67 of the *Residential Tenancy Act* regarding a rental unit at:

s.22

SURREY, BC

ORDER

Having reviewed the evidence:

I AUTHORIZE AND COMMAND YOU, s.22 and any guest or other person occupying the above noted rental unit, to deliver full and peaceable vacant possession and occupation of the rental unit not later than **two (2) days** after service of the Order upon you.

Dated: September 19, 2011

J. Yuen,
Residential Tenancy Branch



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 764170

In the matter of the *Residential Tenancy Act*, SBC 2002, c. 78., as amended

Between

CRESCENT HOUSING SOCIETY, Landlord(s),

Applicant(s)

And

s.22

Tenant(s),

Respondent(s)

Regarding a rental unit at:

s.22

SURREY, BC

Date of Hearing: September 19, 2011, by WRITTEN SUBMISSION.

Date of Decision: September 19, 2011

Attending:

For the Landlord: NOT REQUIRED

For the Tenant: NOT REQUIRED

DIRECT REQUEST DECISION

Dispute Codes : OPR

Introduction

The Hearing proceeded by way of Direct Request Proceeding, pursuant to section 55(4) of the Act, and dealt with an Application for Dispute Resolution by the landlord for an Order of Possession for rental arrears.

The landlord submitted a signed Proof of Service of the Notice of Direct Request Proceeding which declares that on September 9, 2011, the landlord served the tenant with the Notice of Direct Request by posting the Notice on the door. A posted document is deemed to be served in three days.

Based on the written submissions of the landlord, I find the tenant has been duly served with the Dispute Resolution Direct Request Proceeding documents.

Issue(s) to be Decided

The issues to be decided are whether the landlord is entitled to an Order of Possession for rental arrears pursuant to 55 of the *Residential Tenancy Act (the Act)*. I have reviewed all documentary evidence.

Proof of Service of 10 Day Notice to End Tenancy

The landlord submitted a copy of the Notice to End Tenancy for Unpaid Rent and a "Proof of Service" form stating that the Notice was served to the tenant by registered mails sent on August 25, 2011.

The purpose of serving documents under the *Act* is to notify the person of a failure to comply with the Act and of their rights in response. The landlord, seeking to end the tenancy has the burden of proving that the tenant was served with the Notice to End Tenancy and I find that the landlord has met this burden.

Analysis

Submitted into evidence was a copy of the tenancy agreement signed on August 5, 2005 showing rent set at s.22 per month. A handwritten copy of the tenant's rent account ledger was submitted indicating that a portion of the tenant's rent is subsidized. However, the tenant has not paid s.22 own portion of the rent. In the Application for

Direct Request the landlord indicated that the tenant was in arrears for rent and has not paid any of the arrears owed.

Based on the evidence submitted by the landlord, I find that the tenant was served with a Notice to End Tenancy for Unpaid Rent. The tenant has not paid all of the outstanding rent and did not apply to dispute the Notice and is therefore conclusively presumed under section 46(5) of the Act to have accepted that the tenancy ended on the effective date of the Notice. Given the above facts I find that the landlord is entitled to an Order of Possession.

Conclusion

I hereby issue an Order of Possession in favour of the landlord effective two days after service on the tenant. This order must be served on the Respondent and may be filed in the Supreme Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 19, 2011.

J. Yuen,
Residential Tenancy Branch





Residential Tenancy Branch

RTB-136

Now that you have your decision...

You might want more information about what to do next.

If you do, visit the RTB website at www.rto.gov.bc.ca for information about:

- How and when to enforce an order of possession:
Fact Sheet RTB-103: Landlord: Enforcing an Order of Possession
- How and when to enforce a monetary order:
Fact Sheet RTB-108: Enforcing a Monetary Order
- How and when to have a decision or order clarified or corrected:
Fact Sheet RTB-111: Clarification or Correction of Orders and Decisions
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: Review of a Residential Tenancy Branch Decision (**Please Note: Legislated deadlines apply**)

If you would like to personally speak with Residential Tenancy Branch (RTB) staff or listen to our 24 Hour Recorded Information Line, please call:

- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602
- Elsewhere in BC: 1-800-665-8779

Contact any Service BC Centre or visit the RTB office nearest you. For current information on locations and office hours, visit the RTB web site at www.rto.gov.bc.ca



FACSIMILE COVER SHEET

DATE: Sept 19/11

TO: Crescent Housing Society

FROM: RTB, Victoria

ATTENTION:

SENT BY: J YUEN, D.R.O.

FAX NO.: 604-538-9651

PAGES including cover

Message: Please find enclosed the following:

- ☒ Decision and Reasons of Dispute Resolution Officer *
- ☒ Order of Possession
- ☐ Monetary Order* BOTH (* Please Serve Decision & Orders)
- ☐ Fact Sheets: Landlord – Enforcing an Order of Possession
- ☐ Fact Sheets: Tenant & Landlord - Enforcing a Monetary Order
- ☐ Other:
- ☒ Originals will be sent by mail
- ☐ Originals will not be sent

Notice: This facsimile is intended to be transmitted to the intended recipient(s) and may contain confidential and privileged information. Should it be received by another person, its contents are to be treated as strictly confidential and any unauthorized review, disclosure, distribution, publication or reproduction of the information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.

Landlord's Application for Dispute Resolution

For RTB use only: File # 764170

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☒ This application is being made under the *Residential Tenancy Act*

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Dispute Address (address of the rental unit or manufactured home site)

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RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

SEP 08 2011

RECEIVED

29

RTB use only – date stamp & initial

Residential Tenancy Branch Office of Housing and Construction Standards Ministry of Energy and Mines

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

Website: www.rto.gov.bc.ca

#RTB-12-L (2011/03)



BRITISH COLUMBIA

The Best Place on Earth
Page 10
HOU-2012-00011

Landlord's Application for Dispute Resolution

Page 2

For RTB use only: File # 764170**Nature of the Dispute****Ending tenancy, and seeking an Order of Possession:****Notice to End Tenancy**

When the dispute involves a *Notice to End Tenancy*, the *Notice to End Tenancy* must be given to the tenant before applying for Dispute Resolution **and** the *Notice to End Tenancy* must be submitted to the Residential Tenancy Branch.

Date the *Notice to End Tenancy* referred to in this Application was served: AUGUST 23, 2011How was it served? REGISTERED MAIL**Reason for ending tenancy:**

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☒ The tenant has not paid rent or utilities OPR
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☐ The landlord has cause, as described in the Act, regulation (state section in the 'Details of the Dispute' box below), or tenancy agreement (provide a copy) OPC
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☐ To keep all or part of pet damage deposit or security deposit MNSD
☐ For money owed or compensation for damage or loss under the Act, regulation or tenancy agreement MNDC

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s.22

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☐ Serve documents or evidence in a different way than required by the Act SS
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Details of the Dispute

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Tenant has not paid any rent for months and has made no attempt to contact the landlord to make payment arrangements. TOTAL OWING AS OF AUG 23, 2011 = " s.22

See addition
page.

~~After July, June, May, April, March, Feb, Jan 2011 = 2,500.00~~
~~1 Feb 2011~~

Signature: Janet Furcht Date: Sept 8, 2011Print name: Janet Furcht, General Manager

The personal information recorded on this form is collected under the authority of s. 59 Residential Tenancy Act and s. 52 Manufactured Home Park Tenancy Act for the purpose of administering the Acts. The information may be disclosed to the public in accordance with the Freedom of Information and Protection of Privacy Act. Questions about the collection of this information may be directed to an Information Officer:
 Lower Mainland 604-660-1020 Victoria 250-387-1602 Elsewhere in B.C. 1-800-665-8779



Sep. 12. 2011 1:56PM
Sep. 12. 2011 1:56PM

RT Victoria

No. 3136 P. 1
No. 1308 P. 3



BRITISH
COLUMBIA
www.gov.bc.ca

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing
PO Box 9298 Stn Prov Gov
Victoria BC V8W 9J8

Date: <u>September 9/2011</u>	File Number: 764170	RESIDENTIAL TENANCY BRANCH VICTORIA, B.C.
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**Proof of Service of the
Notice of Direct Request**

SEP 12 2011
2:05
RECEIVED 51

**NOTE: This must be filled out and faxed to 250-356-7296
to continue with the Direct Request Proceeding**

I Sue McLaughlin served s.22 with the Notice of Direct Request
(Name of Landlord/ Agent)

Proceeding requesting an Order of Possession/ Monetary Order in the following manner on:

September 9/2011 at 3:00 pm
(Date) (Time)

Service

☐ With the tenant at: _____
(Address or Location)

☒ Posted at: Surrey BC s.22
Note: Do not use this method if requesting a Monetary Order (Address or Location)

☐ Registered mail

Service Timelines in effect.
See Section 89 of the
Residential Tenancy Act
and Section 82 of the
Manufactured Home Park
Tenancy Act for details.

Attach a completed Canada Post Registered
Mail Receipt, including tracking number,
here or on a separate page

- ☐ This matter was resolved and I wish to cancel the application.
☒ I would like a copy of the Decision and/or Order faxed to: 604-538-9069 9651
☐ I understand that I will receive the originals by mail for enforcement.

Sue McLaughlin
Landlord/ Agent Signature

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

BECAUSE:

You have failed to pay rent

In the amount of

s.22
1 August 2011
Day Month Year

You have failed to pay utilities

In the amount of

\$ following
Day Month Year

Tenant: You may be EVICTED if you Do Not Respond to this Notice.

You have five (5) days to pay the rent or utilities to the landlord
or file an Application for Dispute Resolution with the Residential Tenancy Branch.

- ☐ This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39
☒ This notice applies to a rental unit, *Residential Tenancy Act*, section 46

TO the TENANT(S) (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

s.22 s.22
Last name First and middle names
Last name First and middle names

Tenant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)

s.22 s.22 Surrey BC s.22
Unit/site # Street # and street name City Province Postal Code
Daytime phone number Other phone number Fax number for document service

FROM the LANDLORD (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

Crescent Housing Society
Last name or full legal business name First and middle names
Landlord Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)
12850 26th Avenue Surrey BC V4P 1S1
Unit/site # Street # and street name City Province Postal Code
604 538-9669 604 538-9651
Daytime phone number Other phone number Fax number for document service

NOTICE: I am hereby giving you 10 days notice to move out of the rental unit or manufactured home site located at:

Unit/site # Street # and street name City BC Postal Code
By: 10 September 2011
Day Month Year (date when tenant must move out or vacate the site)

Noticed served: In person ☐ On the door ☐ By registered mail ☒

Landlord's or Agent's signature

Print name

Kirsty Morrison

Date

Aug 23/2011

This is page 1 of a 2-page Notice.

The landlord must sign page one of this notice and must give the tenant pages 1 & 2.

If within 5 days you do not pay the rent or utilities or make an application for dispute resolution, the landlord can apply for an order of possession through the direct request process.

The direct request process is completed without either party attending a hearing. Instead:

- The landlord makes an application for an order of possession and submits:
 - A copy of the tenancy agreement
 - A copy of this notice
 - Proof that this notice was served
 - An application for Dispute Resolution.
- The landlord will receive a proceeding package which must be served on the tenant within three days.
- The landlord sends the proof of service of the package to the Residential Tenancy Branch.
- A Dispute Resolution Officer will review all documentation and will make a decision.
- The decision is final and binding on both parties.
- Fraud is the *only* reason that will be considered for a review of the decision.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Can be Served:

- Any day after the rent was due, for unpaid rent.
- 30 days after the tenant was given a written demand to pay the arrears, for unpaid utilities.

The Notice is Deemed Received by the Tenant:

- The day the landlord gives the notice to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant, or
- Three (3) days after the landlord either; leaves the notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or faxes it to a number provided by the tenant, or
- Five (5) days after the landlord sends the notice by registered mail to the address where the tenant lives.

Disputing the Notice:

- The tenant can make an application for dispute resolution within 5 (five) days of receiving the *10 day notice*.
- If the tenant disputes the notice a hearing will be held. Both parties will have an opportunity to participate.
- At the hearing, the landlord can ask for and receive an order of possession if the *10 day notice* is upheld by the dispute resolution officer.

Tenants may dispute the notice for specific reasons such as:

- They have proof the rent was paid.
- They have an order from a dispute resolution officer giving them permission to keep all or part of the rent.
- They held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

Important Facts:

- The tenant is not entitled to withhold rent unless ordered by a dispute resolution officer.
- The tenant who accepts the notice must move out by the date set out on page 1 of this notice or sooner.
- An error in this notice or an incorrect move-out date does not make it invalid.

For More Information:

- Visit RTB web site at www.rto.gov.bc.ca.
- Contact a RTB office.
- Refer to *A Guide for Landlords and Tenants in British Columbia* available on the RTB web site and offices.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this notice and must give the tenant pages 1 & 2.

Residential Tenancy Branch Website: www.rto.gov.bc.ca
Ministry of Energy and Mines

RTB Burnaby: 400 – 5021 Kingsway
RTB Victoria: Suite 101 -3350 Douglas Street
RTB Kelowna: 305 – 478 Bernard Avenue
Public Information Lines: 604-660-1020 250-387-1602
(Toll Free) 1-800-665-8779
#RTB-30 (2011/04)



10 Day Notice to End Tenancy for Unpaid Rent or Utilities

PROOF OF SERVICE

Date: Sept 8/2011

Landlord	Tenant
Name: <u>Crescent Housing Society</u>	Name: <u>s.22</u>
Address: <u>12850 26th Ave</u>	Address: <u>s.22</u>
<u>Surrey BC V4P 1S1</u>	<u>Surrey BC</u> <u>s.22</u>
Dispute Address: <u>s.22</u>	<u>+ Surrey BC</u>

PROOF OF SERVICE

I Janet Furcht served the tenant with a 10 Day Notice to End Tenancy (*copy attached)
Landlord/Agent Serving the Notice

At: # s.22 Surrey BC s.22
Address where service occurred

☒ By Registered Mail # s.22 on Aug. 25/2011
(*Receipt attached) (Date)

☒ By posting it on the Tenant's door on

_____ & _____
Date Time (a.m. or p.m.)

Witnessed by:

Signature

Print Name

Relationship to Landlord

☒ By leaving it personally with

_____ on
Name of tenant

_____ & _____
Date Time (a.m. or p.m.)

Optional Details: _____

Tenant's acknowledgement:

Signature of Tenant

Print Name

OR

Witnessed by:

Signature

Print Name

Relationship to Landlord

Landlord/ Agent Serving the Notice

Janet Furcht
Signature

Print Name

Janet Furcht



Registered
Domestic

Recommandé
Régime intérieur



To : Destinataire

FOR DELIVERY
CONFIRMATION

POUR CONFIRMER
LA LIVRAISON

s.22

1 888 550-6333

www.canadapost.ca

www.postescanada.ca

City Ville Province Postal Code Code postal
Surrey BC s.22

Declared Value
Valeur déclarée \$

Item No. N° de l'article

s.22

CUSTOMER RECEIPT

REÇU DU CLIENT

33-086-544 (98-10)



Date: 2011/09/08

Dear Sir or Madam:

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Madame, Monsieur,

Vous trouverez ci-dessous la date de la livraison et la signature de la personne qui a accepté l'envoi sous mentionné:

Item Number

Numéro d'article

s.22

Product Name

Nom de produit

Lettermail/Poste-lettres

Reference Number 1

Numéro de référence 1

Not Applicable/Sans objet

Reference Number 2

Numéro de référence 2

Not Applicable/Sans objet

Delivery Date (yyyy/mm/dd)

Date de livraison (aaaa/mm/jj)

2011/08/25

Signatory Name

Nom du signataire

s.22

Signature

Signature

s.22

Yours sincerely,

Salutations distinguées,

Customer Relationship Network
1-888-550-6333

(from outside of Canada 1 416 979-8822)

Réseau des relations avec la clientèle
1 888 550-6333

(de l'extérieur du Canada 1 416 979-8822)

This copy conforms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canada Post data warehouse.

Cette copie est conforme à la date de livraison et à l'image de signature de la personne qui a accepté les envois susmentionnés. Ces informations ont été extraites de la banque de données de Postes Canada.

CRESCENT HOUSING SOCIETY. RESIDENTIAL TENANCY AGREEMENT

This Agreement made the 5th day of AUGUST 2005
between (use correct legal names)

Name of Landlord

CRESCENT HOUSING SOCIETY

Name of Tenant

Last Name	First Name	Initial	Birth date dd/mm/yy)
	s.22		
LAST NAME	FIRST NAME	INITIAL	BIRTH DATE dd/mm/yy)

Name of Tenant

The address of the place being rented to the tenant (called the rental unit in this tenancy agreement)
is # s.22 Surrey BC s.22

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

The General Manager
Administration Office
12850 - 26 Avenue
Surrey BC V4P 1S1

1. This tenancy agreement consists of the following:

- Standard and Specific Terms Residential Tenancy Agreement (pages 1-7),
- Declaration of income of tenant
- Parking Terms
- Additional Terms, See Schedule "A" attached

2. Length of the Tenancy

This tenancy starts on: 01/10/05
day/month/year

Length of tenancy: This tenancy is on a month-to-month basis.

3. Rent

The rent for the rental unit is \$ s.22 per month.
Other monthly charges: parking \$ — TOTAL \$ s.22

4. Senior Citizens and Persons with Disabilities

The residential property is designated for seniors and persons with disabilities. The tenant therefore agrees that all tenants and occupants must be 19 years or older, with at least one tenant aged 55 years or older or disabled.

5. What is included in the rent

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

- ☒ Water ☒ Electricity ☒ Heat ☒ Sewage Disposal ☒ Garbage Collection
☒ Stove and Oven ☒ Refrigerator ☒ Window Coverings ☒ Carpets

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's Signature 	day/month/year <u>05/08/05</u>
Tenant's Signature <u>s.22</u>	day/month/year <u>05/08/05</u>
Tenant's Signature	day/month/year

CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT****7. Definitions**

- (a) In this tenancy agreement, the following terms have the meaning set out below:
- (i) "BC Housing" means British Columbia Housing Management Commission;
 - (ii) "occupant" means a person listed as tenant
 - (iii) "rental unit" means the living accommodation rented to the tenant pursuant to this residential tenancy agreement as identified on page 1.
 - (iv) "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 is located,
 - C) the rental unit and common areas, and
 - D) any other structure located on the parcel or parcels;
 - (v) "RTA" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending or successor legislation; and
 - (vi) "Tenant Rent Contribution" means the amount a tenant who is eligible for a rent subsidy must pay towards rent.
- (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 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 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 *RTA (consequences if report requirements not met)*.

When the condition inspection report is completed and signed by both the tenant and 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) If the tenant is eligible for a rent subsidy from BC Housing, the tenant will pay the lesser of the rent set out in Section 3 or the Tenant Rent Contribution. The Tenant Rent Contribution will be the amount determined by applying the applicable BC Rent Scale, or such other rent scale as BC Housing may determine from time to time. Any change in the Tenant Rent Contribution will be determined in accordance with Section 11 (c) and is not subject to the *RTA*.

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CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT**

- (c) If the tenant is eligible to receive a rent subsidy from BC Housing, the tenant agrees:
- (i) To complete and sign a declaration stating the number of occupants in the rental unit, their names, birth dates, 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 information will form part of this tenancy agreement.
- This information is material and fundamental to this tenancy agreement. The landlord will forward the declaration and information to BC Housing in support of the tenant's application for a rent subsidy, which will be determined by BC Housing.
- (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

If the tenant is eligible for a rent subsidy from BC Housing, 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 Tenant Rent Contribution 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 audit function; 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 Tenant Rent Contribution 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 as the Tenant Rent Contribution and the rent payable under Section 3. 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 Guide Dog Damage Deposit

- (a) The tenant will pay a security deposit in the amount of \$ s.22 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 \$ s.22 on or before the date this tenancy starts, if the landlord has given written consent to house a pet.
- (c) If the landlord has given written consent 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 rent payable by the tenant for the rental unit 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 applies for arbitration 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 the on later of
 - (i) the date the tenancy ends, or
 - (ii) the date the landlord receives the tenant's forwarding address in writing.

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CRESCENT HOUSING SOCIETY**RESIDENTIAL TENANCY AGREEMENT**

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

13. Occupants and Guests

The landlord has selected the tenant on the basis of the number of occupants among other criteria. The tenant agrees that only those persons listed as tenants, are allowed to live in the rental unit during the term of this tenancy, unless the landlord otherwise consents in writing. Any change in the number of occupants is material and of great importance to the landlord and entitles the landlord at its discretion to end this tenancy agreement. The tenant agrees to notify the landlord promptly of any change in the occupants. If the tenant is eligible for a rent subsidy, the tenant agrees that any person that resides with the tenant in excess of 14 days, whether or not consecutive, in any 12 month period, without the written consent of the landlord, will be considered an occupant and:

- (a) That person's income must be declared to the landlord immediately;
- (b) That person, if 19 years or older, must agree to be a tenant under this tenancy agreement by signing an addendum to this tenancy agreement; and
- (c) Failure to comply with these provisions entitles the landlord to end this tenancy agreement, and the following also apply:
 - (d) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
 - (e) 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.
 - (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 through arbitration under the RTA.

14. Assign or Sublet

If the tenant is eligible for a rent subsidy, the tenant agrees:

- (a) that only occupants may use the rental unit as their residence;
- (b) the landlord may withhold consent for the tenant to sublet the rental unit in whole or in part, or to assign this tenancy agreement or any right under this tenancy agreement, because the rental unit is rented on a rent geared to income basis.

If the tenant is not eligible for a rent subsidy, the following will apply:

- (c) 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.
- (d) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for arbitration under the RTA.

15. 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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CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT**

- (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) 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.
- (h) 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.

16. 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 must complete a written repair request. If the landlord refuses to make the repair, the tenant may seek an arbitrator's order under the *RTA* 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 seek a monetary order through arbitration under the *RTA* for the cost of repairs, serve a notice to end a tenancy, or both.

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.

(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.

17. Locks

- (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.

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CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT**

- (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 an arbitrator 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.

18. 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 an arbitrator or 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 apply for an arbitrator's order under the *RTA*, 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.

19. Extended Absence from Rental Unit

If the tenant is eligible for a rent subsidy and 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.

20. Parking

The landlord is not responsible for providing parking stalls 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.

21. Pets

(b) Unless specifically permitted in writing in advance by the landlord, the tenant must not keep or allow on the residential property, any pet, including a dog, cat, reptile, bird, or exotic animal, domestic or wild, fur bearing or otherwise. Where the landlord has given his permission in advance in writing, the tenant must ensure that the pet does not disturb any person in the residential property or neighbouring property, and further the tenant must ensure that no damage occurs to the rental unit or residential property as a result of having or keeping the pet. This is a material term of the agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will pay the landlord sufficient monies to compensate the landlord in respect of damages, expenses, legal fees, or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach, and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant.

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CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT**

Having regard to the potential noise factors, health requirements and mess, the tenant will not encourage or feed wild birds or animals at or near the residential property.

(b) Any term in this 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*.

(c) The policy of the Society is that tenants are not allowed pets of any nature.

22. Conduct

The tenant agrees that if any occupant or guest causes unreasonable and/or excessive noise or disturbances the landlord may end the tenancy.

23. 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.

24. 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 or television equipment or any other object whatsoever to the outside of the rental unit or the residential property;
- (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.

25. 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:

- (a) Must report to the landlord without delay any fire, water escape, gas escape or other hazard; and
- (b) 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 seek a monetary order under the *RTA* for such costs or may serve a notice to end a tenancy or both.

26. 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
- (b) Any other liquid filled furniture or aquarium, with a volume in excess of 20 gallons in total;
- (c) Any oxygen life-support equipment
- (d) Any mechanized chair or bed

27. 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.

28. Storage

The tenant must not store any heavy appliance, bicycle, wheelchair, baby carriage, scooter or power scooter on balconies or in hallways, and must not store any property except in proper storage areas.

CRESCENT HOUSING SOCIE**RESIDENTIAL TENANCY AGREEMENT**

The tenant agrees that use of the storage areas is at the sole risk of the tenant.

29. Rules and Regulations

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.

30. 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.

31. 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 arbitrator's order, 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.

32. 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 arbitrator's order that the agreement of the other is not required.

33. 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.

34. Arbitration of Disputes

Either the tenant or the landlord has the right to apply for arbitration to resolve a dispute, as provided under the *RTA*.

35. 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 arbitrator's order 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 the then current rate charged for such services by the HSBC Bank, Surrey, British Columbia.
- (d) A fee may be charged by the landlord where the tenant requests a move from one rental unit to another.

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CRÉSCENT HOUSING SOCIÉTÉ**RESIDENTIAL TENANCY AGREEMENT****SCHEDULE "A" Additional Terms**

- The tenant(s) must not allow his/her suite to become unsightly. No refuse of any kind (including but not limited to cigar or cigarette butts, bottles, cans, newspapers or magazines) shall be allowed to accumulate within the suite or on the patio or balcony or in any other part of the residential premises.
- The tenant(s) shall not be allowed to house pets of any sort in the building.
- Smoking is not allowed in hallways or in any common area of the building.
- The tenant(s) must notify the landlord in advance if the tenant will be away from the premises for three (3) or more consecutive days. During such absence, the Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.
- The tenant(s) will not be allowed to use their patio or balcony for storage. A freezer that is larger than five (5) cu.ft. is not allowed on the patio or balcony.
- The tenant(s) must obtain prior written consent from the landlord if the tenant wishes to use an automatic dishwasher in their rental unit.
- The tenant(s) or its guest and invitees shall not use the hallways or in common areas of the building to store any items.
- Waterbeds and any other liquid filled furniture or aquarium, with a volume in excess of 20 gallons in total are not allowed in the building.
- The tenant(s) and their guests are required to conduct themselves in a manner that does not negatively affect the peace, security or safety of the community.
- Tenants are required to abide by the quiet hours policy of the Society. Tenants are required to keep noise levels down from 11:00 P.M. to 7:00 A.M.
- Tenants with pianos and organs should place them on the outside walls if possible. Playing musical instruments of any kind are restricted to the hours of 7:00 A.M. to 11:00 P.M. If there are repeated complaints from neighbors, these hours may be restricted.

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* * * Communication Result Report (Sep. 8. 2011 3:22PM) * * *

1) RTB Victoria
2)

Date/Time: Sep. 8. 2011 3:21PM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
1368 Memory TX	rtb bby	P. 3	OK	

Reason for error

E. 1) Hang up or line fail
E. 3) No answer
E. 5) Exceeded max. E-mail size

E. 2) Busy
E. 4) No facsimile connection



Fax Cover Sheet

Ministry of Housing and Social Development
Residential Tenancy Branch
Phone: 250-556-9131
Fax: 250-556-7554

Date: SEP. 8, 2011Attn: ANGLAFax Number: 604-660-4587From: RTB VictoriaSheets incl. cover: 3Re: File # 764170Message: Here is the Notice of Direct Request, please put packages together for the landlord.

Important: This faxed information is intended to be transmitted in the intended recipient(s) and may contain confidential and privileged information. It should be received by intended parties, its contents are to be treated as strictly confidential and not be disclosed to any other person(s). If you are not the intended recipient, please contact the sender and destroy all copies of the original message.



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Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing
PO Box 9298 Stn Prov Gov
Victoria BC V8W 9J8

Date: SEPTEMBER 8, 2011

File Number: 764170

Notice of Direct Request

The RTB has received an application for an Order of Possession/ Monetary Order
from your landlord regarding the rental unit at:

s.22

SURREY, BC s.22

LANDLORD:

Full Legal Name:

CRESCENT HOUSING SOCIETY

Address:

OFFICE - 12850 26TH AVENUE

City

SURREY, BC

Postal Code:

V4P 1S1

TENANT:

Full Legal Name:

s.22

Address:

s.22

City

SURREY, BC

Postal Code:

s.22

This application states that:

1. You have failed to pay the monthly rent as agreed.
2. You were served a 10 Day Notice to End Tenancy for Unpaid Rent by the landlord.
3. Within five days of receiving the notice, you did not pay the rent or apply for dispute resolution.

The RTB will review the material submitted by the landlord and make a decision about granting an Order of Possession/ Monetary Order. If an Order of Possession is granted, the landlord will have the right of possession for the rental unit. The decision is legally binding. A fact sheet detailing the process is attached.

The landlord is required to give the Residential Tenancy Branch proof that this notice and copies of all attachments were served to the tenant.

Residential Tenancy Branch

Attachments submitted by the landlord:

1. Application for Dispute Resolution
2. Tenancy Agreement
3. Copy of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities
4. Proof of Service of the 10 Day Notice to End Tenancy for Unpaid Rent or Utilities



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Office of Housing and Construction Standards
Ministry of Energy and Mines and the Minister Responsible for Housing
PO Box 9298 Stn Prov Gov
Victoria BC V8W 9J8

Date:

File Number: 764170

**Proof of Service of the
Notice of Direct Request**

**NOTE: This must be filled out and faxed to 250-356-7296
to continue with the Direct Request Proceeding**

I _____ served _____ with the Notice of Direct Request
(Name of Landlord/ Agent) (Name of Tenant)

Proceeding requesting an Order of Possession/ Monetary Order in the following manner on:

_____ at _____
(Date) (Time)

Service

☐ With the tenant at: _____
(Address or Location)

☐ Posted at : _____
Note: Do not use this method if requesting a Monetary Order (Address or Location)

☐ Registered mail

Service Timelines in effect.
See Section 89 of the
Residential Tenancy Act
and Section 82 of the
*Manufactured Home Park
Tenancy Act* for details.

Attach a completed Canada Post Registered
Mail Receipt, including tracking number,
here or on a separate page

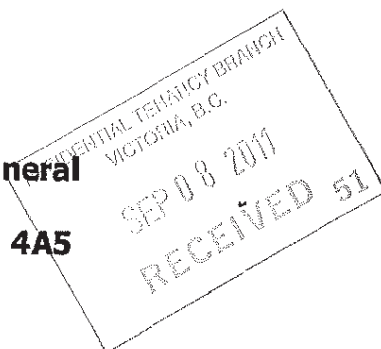
- ☐ This matter was resolved and I wish to cancel the application.
☐ I would like a copy of the Decision and/or Order faxed to: _____
☐ I understand that I will receive the originals by mail for enforcement.

Landlord/ Agent Signature



The Best Place on Earth

Ministry of Public Safety and Solicitor General
Residential Tenancy Branch
#400 - 5021 Kingsway, Burnaby BC V5H 4A5

**DIRECT REQUEST**

Fax No: (250) 356-7296
Phone No: (250) 387-6680

Date: Sep 8/11 Time: 2:55

Person Sending: Angela Phone: **604-660-3400**

Number of Pages Including Cover: 20

File # 764170 Applicant Name: Crescent Housing Society

Date Entered in CMS Yes ☒ No ☐

Checked for X Application Yes ☒ No ☐

For 3:45 pm pls. thks!



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COLUMBIA**
www.gov.bc.ca

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Residential Tenancy Branch

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Office of Housing and Construction Standards
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Victoria BC V8W 9J8

Date:

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(Name of Landlord/ Agent) (Name of Tenant)

Proceeding requesting an Order of Possession/ Monetary Order in the following manner on:

_____ at _____
(Date) (Time)

Service

- ☐ With the tenant at: _____
(Address or Location)
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Note: Do not use this method if requesting a Monetary Order (Address or Location)
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Service Timelines in effect.
See Section 89 of the
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and Section 82 of the
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Attach a completed Canada Post Registered
Mail Receipt, including tracking number,
here or on a separate page

- ☐ This matter was resolved and I wish to cancel the application.
- ☐ I would like a copy of the Decision and/or Order faxed to: _____
- ☐ I understand that I will receive the originals by mail for enforcement.

Landlord/ Agent Signature

7. Definitions

(a) In this tenancy agreement, the following terms have the meaning set out below:

(i) "BC Housing" means British Columbia Housing Management Commission;

(ii) "occupant" means a person listed as tenant

(iii) "rental unit" means the living accommodation rented to the tenant pursuant to this residential tenancy agreement as identified on page 1.

(iv) "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 is located,

C) the rental unit and common areas, and

D) any other structure located on the parcel or parcels;

(v) "RTA" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending or successor legislation; and

(vi) "Tenant Rent Contribution" means the amount a tenant who is eligible for a rent subsidy must pay towards rent.

(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 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 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 *RTA (consequences if report requirements not met)*.

When the condition inspection report is completed and signed by both the tenant and 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) If the tenant is eligible for a rent subsidy from BC Housing, the tenant will pay the lesser of the rent set out in Section 3 or the Tenant Rent Contribution. The Tenant Rent Contribution will be the amount determined by applying the applicable BC Rent Scale, or such other rent scale as BC Housing may determine from time to time. Any change in the Tenant Rent Contribution will be determined in accordance with Section 11 (c) and is not subject to the *RTA*.

(c) If the tenant is eligible to receive a rent subsidy from BC Housing, the tenant agrees:

- (i) To complete and sign a declaration stating the number of occupants in the rental unit, their names, birth dates, 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 information will form part of this tenancy agreement.

This information is material and fundamental to this tenancy agreement. The landlord will forward the declaration and information to BC Housing in support of the tenant's application for a rent subsidy, which will be determined by BC Housing.

- (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

If the tenant is eligible for a rent subsidy from BC Housing, 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 Tenant Rent Contribution 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 audit function; 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 Tenant Rent Contribution 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 as the Tenant Rent Contribution and the rent payable under Section 3. 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 Guide Dog Damage Deposit

- (a) The tenant will pay a security deposit in the amount of \$ s.22 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 \$ s.22 on or before the date this tenancy starts, if the landlord has given written consent to house a pet.
- (c) If the landlord has given written consent 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 rent payable by the tenant for the rental unit 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 applies for arbitration 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 the on later of
 - (i) the date the tenancy ends, or
 - (ii) the date the landlord receives the tenant's forwarding address in writing.

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

13. Occupants and Guests

The landlord has selected the tenant on the basis of the number of occupants among other criteria. The tenant agrees that only those persons listed as tenants, are allowed to live in the rental unit during the term of this tenancy, unless the landlord otherwise consents in writing. Any change in the number of occupants is material and of great importance to the landlord and entitles the landlord at its discretion to end this tenancy agreement. The tenant agrees to notify the landlord promptly of any change in the occupants. If the tenant is eligible for a rent subsidy, the tenant agrees that any person that resides with the tenant in excess of 14 days, whether or not consecutive, in any 12 month period, without the written consent of the landlord, will be considered an occupant and:

- (a) That person's income must be declared to the landlord immediately;
- (b) That person, if 19 years or older, must agree to be a tenant under this tenancy agreement by signing an addendum to this tenancy agreement; and
- (c) Failure to comply with these provisions entitles the landlord to end this tenancy agreement, and the following also apply:
 - (d) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
 - (e) 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.
- (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 through arbitration under the RTA.

14. Assign or Sublet

If the tenant is eligible for a rent subsidy, the tenant agrees:

- (a) that only occupants may use the rental unit as their residence;
- (b) the landlord may withhold consent for the tenant to sublet the rental unit in whole or in part, or to assign this tenancy agreement or any right under this tenancy agreement, because the rental unit is rented on a rent geared to income basis.

If the tenant is not eligible for a rent subsidy, the following will apply:

- (c) 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.
- (d) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for arbitration under the RTA.

15. 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.

- (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) 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.
- (h) 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.

16. 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 must complete a written repair request. If the landlord refuses to make the repair, the tenant may seek an arbitrator's order under the *RTA* 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 seek a monetary order through arbitration under the *RTA* for the cost of repairs, serve a notice to end a tenancy, or both.

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.

(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.

17. Locks

- (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.

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- (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 an arbitrator 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.

18. 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 an arbitrator or 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 apply for an arbitrator's order under the *RTA*, 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.

19. Extended Absence from Rental Unit

If the tenant is eligible for a rent subsidy and 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.

20. Parking

The landlord is not responsible for providing parking stalls 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.

21. Pets

(b) Unless specifically permitted in writing in advance by the landlord, the tenant must not keep or allow on the residential property, any pet, including a dog, cat, reptile, bird, or exotic animal, domestic or wild, fur bearing or otherwise. Where the landlord has given his permission in advance in writing, the tenant must ensure that the pet does not disturb any person in the residential property or neighbouring property, and further the tenant must ensure that no damage occurs to the rental unit or residential property as a result of having or keeping the pet. This is a material term of the agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will pay the landlord sufficient monies to compensate the landlord in respect of damages, expenses, legal fees, or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach, and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant.

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Having regard to the potential noise factors, health requirements and mess, the tenant will not encourage or feed wild birds or animals at or near the residential property.

(b) Any term in this 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*.

(c) The policy of the Society is that tenants are not allowed pets of any nature.

22. Conduct

The tenant agrees that if any occupant or guest causes unreasonable and/or excessive noise or disturbances the landlord may end the tenancy.

23. 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.

24. 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 or television equipment or any other object whatsoever to the outside of the rental unit or the residential property;
- (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.

25. 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:

- (a) Must report to the landlord without delay any fire, water escape, gas escape or other hazard; and
- (b) 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 seek a monetary order under the *RTA* for such costs or may serve a notice to end a tenancy or both.

26. 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
- (b) Any other liquid filled furniture or aquarium, with a volume in excess of 20 gallons in total;
- (c) Any oxygen life-support equipment
- (d) Any mechanized chair or bed

27. 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.

28. Storage

The tenant must not store any heavy appliance, bicycle, wheelchair, baby carriage, scooter or power scooter on balconies or in hallways, and must not store any property except in proper storage areas.

The tenant agrees that use of the storage areas is at the sole risk of the tenant.

29. Rules and Regulations

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.

30. 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.

31. 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 arbitrator's order, 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.

32. 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 arbitrator's order that the agreement of the other is not required.

33. 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.

34. Arbitration of Disputes

Either the tenant or the landlord has the right to apply for arbitration to resolve a dispute, as provided under the *RTA*.

35. 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 arbitrator's order 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 the then current rate charged for such services by the HSBC Bank, Surrey, British Columbia.
- (d) A fee may be charged by the landlord where the tenant requests a move from one rental unit to another.

SCHEDULE "A" Additional Terms

- The tenant(s) must not allow his/her suite to become unsightly. No refuse of any kind (including but not limited to cigar or cigarette butts, bottles, cans, newspapers or magazines) shall be allowed to accumulate within the suite or on the patio or balcony or in any other part of the residential premises.
- The tenant(s) shall not be allowed to house pets of any sort in the building.
- Smoking is not allowed in hallways or in any common area of the building.
- The tenant(s) must notify the landlord in advance if the tenant will be away from the premises for three (3) or more consecutive days. During such absence, the Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.
- The tenant(s) will not be allowed to use their patio or balcony for storage. A freezer that is larger than five (5) cu.ft. is not allowed on the patio or balcony.
- The tenant(s) must obtain prior written consent from the landlord if the tenant wishes to use an automatic dishwasher in their rental unit.
- The tenant(s) or its guest and invitees shall not use the hallways or in common areas of the building to store any items.
- Waterbeds and any other liquid filled furniture or aquarium, with a volume in excess of 20 gallons in total are not allowed in the building.
- The tenant(s) and their guests are required to conduct themselves in a manner that does not negatively affect the peace, security or safety of the community.
- Tenants are required to abide by the quiet hours policy of the Society. Tenants are required to keep noise levels down from 11:00 P.M. to 7:00 A.M.
- Tenants with pianos and organs should place them on the outside walls if possible. Playing musical instruments of any kind are restricted to the hours of 7:00 A.M. to 11:00 P.M. If there are repeated complaints from neighbors, these hours may be restricted.

Initial	Initial
s.22	

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

BECAUSE:

You have failed to pay rent

In the amount of August 2011
that was due on Day Month Year

You have failed to pay utilities

in the amount of \$ following
written demand on
Day Month Year

Tenant: You may be EVICTED if you Do Not Respond to this Notice.

You have five (5) days to pay the rent or utilities to the landlord
or file an Application for Dispute Resolution with the Residential Tenancy Branch.

- ☐ This notice applies to a manufactured home site, *Manufactured Home Park Tenancy Act*, section 39
☒ This notice applies to a rental unit, *Residential Tenancy Act*, section 46

TO the TENANT(S) (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

<input type="text" value="s.22"/>		<input type="text" value="s.22"/>	
Last name		First and middle names	
<input type="text"/>		<input type="text"/>	
Last name		First and middle names	
Tenant Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)			
<input type="text" value="s.22"/>	<input type="text" value="s.22"/>	<input type="text" value="Surrey"/>	<input type="text" value="BC"/>
Unit/site #	Street # and street name	City	Province
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="s.22"/>
Daytime phone number		Other phone number	Fax number for document service

FROM the LANDLORD (full names are required)

If additional space is required to list all parties, use and attach "Schedule of Parties", form #RTB-26.

<input type="text" value="Crescent Housing Society"/>		<input type="text"/>	
Last name or full legal business name		First and middle names	
Landlord Address (address for service of documents or notices – where material will be given personally, left for, faxed, or mailed)			
<input type="text"/>	<input type="text" value="12850 26th Avenue"/>	<input type="text" value="Surrey"/>	<input type="text" value="BC"/>
Unit/site #	Street # and street name	City	Province
<input type="text" value="604"/>	<input type="text" value="538-9669"/>	<input type="text"/>	<input type="text" value="V4P 1S1"/>
Daytime phone number		Other phone number	Fax number for document service

NOTICE: I am hereby giving you 10 days notice to move out of the rental unit or manufactured home site located at:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="BC"/>	<input type="text"/>
Unit/site #	Street # and street name	City	Province	Postal Code
By:	<input type="text" value="10"/>	<input type="text" value="September"/>	<input type="text" value="2011"/>	
	Day	Month	Year	(date when tenant must move out or vacate the site)

Noticed served: In person ☐ On the door ☐ By registered mail ☒

Landlord's or Agent's signature

Print name

Kirsty Morrison
Kirsty Morrison

Date

Aug 23/2011

This is page 1 of a 2-page Notice.

The landlord must sign page one of this notice and must give the tenant pages 1 & 2.

If within 5 days you do not pay the rent or utilities or make an application for dispute resolution, the landlord can apply for an order of possession through the direct request process.

The direct request process is completed without either party attending a hearing. Instead:

- The landlord makes an application for an order of possession and submits:
 - ♦ A copy of the tenancy agreement
 - ♦ A copy of this notice
 - ♦ Proof that this notice was served
 - ♦ An application for Dispute Resolution.
- The landlord will receive a proceeding package which must be served on the tenant within three days.
- The landlord sends the proof of service of the package to the Residential Tenancy Branch.
- A Dispute Resolution Officer will review all documentation and will make a decision.
- The decision is final and binding on both parties.
- Fraud is the *only* reason that will be considered for a review of the decision.

The 10 Day Notice to End Tenancy for Unpaid Rent or Utilities Can be Served:

- Any day after the rent was due, for unpaid rent.
- 30 days after the tenant was given a written demand to pay the arrears, for unpaid utilities.

The Notice is Deemed Received by the Tenant:

- The day the landlord gives the notice to the tenant in person, or to an adult (19 years or older) who appears to live with the tenant, or
- Three (3) days after the landlord either; leaves the notice in the mailbox or in mail slot; posts it on the door or a noticeable place at the address where the tenant lives; or faxes it to a number provided by the tenant, or
- Five (5) days after the landlord sends the notice by registered mail to the address where the tenant lives.

Disputing the Notice:

- The tenant can make an application for dispute resolution within 5 (five) days of receiving the *10 day notice*.
- If the tenant disputes the notice a hearing will be held. Both parties will have an opportunity to participate.
- At the hearing, the landlord can ask for and receive an order of possession if the *10 day notice* is upheld by the dispute resolution officer.

Tenants may dispute the notice for specific reasons such as:

- They have proof the rent was paid.
- They have an order from a dispute resolution officer giving them permission to keep all or part of the rent.
- They held part or all of the rent with prior notice to the landlord, for the cost of emergency repairs.

Important Facts:

- The tenant is not entitled to withhold rent unless ordered by a dispute resolution officer.
- The tenant who accepts the notice must move out by the date set out on page 1 of this notice or sooner.
- An error in this notice or an incorrect move-out date does not make it invalid.

For More Information:

- Visit RTB web site at www.rto.gov.bc.ca.
- Contact a RTB office.
- Refer to *A Guide for Landlords and Tenants in British Columbia* available on the RTB web site and offices.

This is page 2 of a 2-page Notice.

The landlord must sign page one of this notice and must give the tenant pages 1 & 2.

Residential Tenancy Branch Website: www.rto.gov.bc.ca
Ministry of Energy and Mines

RTB Burnaby: 400 – 5021 Kingsway
RTB Victoria: Suite 101 -3350 Douglas Street
RTB Kelowna: 305 – 478 Bernard Avenue
Public Information Lines: 604-660-1020 250-387-1602
(Toll Free) 1-800-665-8779
#RTB-30 (2011/04)



10 Day Notice to End Tenancy for Unpaid Rent or Utilities PROOF OF SERVICE

Date: Sept 8/2011

Landlord	Tenant
Name: <u>Crescent Housing Society</u>	Name s.22
Address: <u>12850 26th Ave</u>	Address: s.22
<u>Surrey BC V4P 1S1</u>	<u>Surrey BC</u> s.22
Dispute Address: s.22	<u>Surrey BC</u>

PROOF OF SERVICE

I Janet Furcht served the tenant with a 10 Day Notice to End Tenancy (*copy attached)
Landlord/Agent Serving the Notice

At: # s.22 Surrey BC s.22
Address where service occurred

☒ By Registered Mail # s.22 on Aug. 25/2011
(*Receipt attached) (Date)

☐ By posting it on the Tenant's door on

_____ & _____
Date Time (a.m. or p.m.)

Witnessed by:

Signature

Print Name

Relationship to Landlord

☐ By leaving it personally with

_____ on
Name of tenant

_____ & _____
Date Time (a.m. or p.m.)

Optional Details: _____

Tenant's acknowledgement:

Signature of Tenant

Print Name

OR

Witnessed by:

Signature

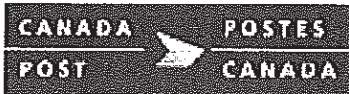
Print Name

Relationship to Landlord

Landlord/ Agent Serving the Notice

Janet Furcht
Signature

Print Name Janet Furcht



Date: 2011/09/08

Dear Sir or Madam:

Madame, Monsieur,

Please find below the scanned delivery date and signature of the recipient of the item identified below:

Vous trouverez ci-dessous la date de la livraison et la signature de la personne qui a accepté l'envoi sous mentionné:

Item Number

Numéro d'article

s.22

Product Name

Nom de produit

Lettermail/Poste-lettres

Reference Number 1

Numéro de référence 1

Not Applicable/Sans objet

Reference Number 2

Numéro de référence 2

Not Applicable/Sans objet

Delivery Date (yyyy/mm/dd)

Date de livraison (aaaa/mm/jj)

2011/08/25

Signatory Name

Nom du signataire

s.22

Signature

Signature

s.22

Yours sincerely,

Salutations distinguées,

Customer Relationship Network
1-888-550-6333

(from outside of Canada 1 416 979-8822)

Réseau des relations avec la clientèle
1 888 550-6333

(de l'extérieur du Canada 1 416 979-8822)

This copy conforms to the delivery date and signature of the individual who accepted and signed for the item in question. This information has been extracted from the Canada Post data warehouse.

Cette copie est conforme à la date de livraison et à l'image de signature de la personne qui a accepté les envois susmentionnés. Ces informations ont été extraites de la banque de données de Postes Canada.



Registered
Domestic

Recommandé
Régime intérieur



To : Destinataire

FOR DELIVERY
CONFIRMATION

POUR CONFIRMER
LA LIVRAISON

s.22

1 888 550-8333
www.canadapost.ca
www.postescanada.ca

City
SURREY

Ville

Province

BC

s.22

Declared Value
Valeur déclarée

\$

Item No.

N° de l'article

s.22

CUSTOMER RECEIPT

REÇU DU CLIENT

33-086-584 (98-10)

* * * Communication Result Report (Sep. 19. 2011 3:56PM) * * *

1) RTB Victoria D. R.
2)

Date/Time: Sep. 19. 2011 3:55PM

File No.	Mode	Destination	Pg (s)	Result	Page Not Sent
4099	Memory TX	816045389651	P. 6	OK	

Reason for error

E. 1) Hang up or line fail
 E. 3) No answer
 E. 5) Exceeded max. E-mail size

E. 2) Busy
 E. 4) No facsimile connection

**FACSIMILE COVER SHEET**

DATE: *Sep 19/11* TO: *Crescent Housing Society*
 FROM: RTB, Victoria ATTENTION:
 SENT BY: J YUEN, D.R.O. FAX NO.: *604-538-9651*

PAGES including cover

Message: Please find enclosed the following:

- ☒ Decision and Reasons of Dispute Resolution Officer *
☒ Order of Possession
☐ Monetary Order * *BOTH* (* Please Serve Decision & Orders)
☐ Fact Sheets: Landlord - Enforcing an Order of Possession
☐ Fact Sheets: Tenant & Landlord - Enforcing a Monetary Order
☐ Other:
☒ Originals will be sent by mail
☐ Originals will not be sent

Notice: This facsimile is intended to be transmitted to the intended recipient(s) and may contain confidential and privileged information. Should it be received by another person, its contents are to be treated as strictly confidential and any unauthorized review, disclosure, distribution, publication or reproduction of the information by anyone other than the intended recipient is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original message.

Ministry of Energy and
 Mines and Water
 Responsible for Housing

Residential Tenancy Branch

Mailing Address:
 PO Box 9344
 Stn Prov Govt
 Victoria BC V8W 9T7

Telephone: 250.356-7825
 Facsimile: 250.356-9377
 Website: www.rta.gov.bc.ca