

FORM RHC-9

RESIDENTIAL TENANCY AGREEMENT

(In this Agreement, where the word "ACT" is used by itself, it means the Residential Tenancy Act, RSBC 1979, Chapter 365 and amendments thereto.)

1. **AGREEMENT.** The undersigned owner or agent, herein also known as the Landlord, hereby agrees to let to the tenant and I/we hereby agree to rent from the Landlord, the premises and services stated, under the following terms and conditions:

BETWEEN: Landlord M & H FARMS LTD

Address s.22

s.22

and Tenant(s) s.22

s.22

2. **NAMES** of all adult persons (age 19 or older) to occupy the premises. Include given names for each one. (Print clearly.)

s.22

Names of minor occupants (under age 19, including infants). Include names of each and every minor to occupy the premises and their ages.

s.22

The tenant covenants that the above persons shall be the only permanent occupants during the term of this agreement, unless the landlord agrees in writing to other persons becoming permanent occupants. The tenant acknowledges and agrees that this covenant is a material covenant of this Tenancy Agreement and that its breach will provide grounds for termination.

3. **APARTMENT No.** _____ **Building Name** _____

Building Address _____ B.C.

No furnishings and equipment shall be supplied by the Landlord except those checked below, which Tenant agrees are in satisfactory condition and which the Tenant and Tenant's guests shall use carefully:

Stove (☒) Fridge (☒) Dishwasher (☒) Drapes (☒) Carpets (☐) Cable/tv service (☐)

4. **PERIOD OF RENTAL.** The tenancy created by this agreement commences on 15TH SEPTEMBER 2012, 19__ and UNTIL 14TH SEPTEMBER, 2013

(a) continues on a month-to-month basis or (b) ends not earlier than 1 year from commencement, i.e. on _____ 19__

5. A **SECURITY DEPOSIT** IS PAYABLE IN ADVANCE, IN THE AMOUNT OF \$ 1600.00.

6. **RENT** PAYABLE MONTHLY. Basic living space \$ _____ **BY SERIES OF 12 POST-DATED CHEQUES. FIRST ONE FOR \$800.00; REST FOR \$1600.00 EACH, BEGINNING OF**

Parking

\$ _____

(15/9/12)

Specify

Other

\$ _____

Specify

6 (A) ~~TENANT SHALL OCCUPY THE HOUSE ONLY. LANDLORD SHALL HAVE THE RIGHT TO ALL OF THE REST OF LAND, GREEN HOUSES, FRUIT FARM, STORAGE SHEDS AND ALL OTHER APURTANCES, EXISTING OR NEWLY-BUILT.~~

(B) ~~SMOKING AND PET'S SHALL BE CONFINED TO OUTSIDE OF HOUSE.~~

until official yearly anniversary of rent increase, on the 1st day of _____ (month) and/or until other increases as permitted by the laws of B.C. TIME SHALL BE OF THE ESSENCE IN ALL PAYMENTS OF RENT. LATE PAYMENT OF RENT CAN BE REGARDED AS A BREACH OF CONTRACT AND THEREFORE GROUNDS FOR NOTICE OF TERMINATION, which the Landlord may exercise if not paid on due date.

7 ARREARS. LATE PAYMENTS are subject to a charge against the security deposit as liquidated damages, at the rate of \$2.00 per day, min mum \$6.00. IN ADDITION, each returned cheque, including NSF, is subject to a service charge of \$6.00. These charges are subject to change, to reflect increases in costs, upon approval of the Rentalsman and changes are subject to one month's notice to the tenant.

8 CONDITION OF PREMISES. The tenant shall inspect the premises at the commencement of the tenancy and shall, within three days thereof, notify the owner in writing of any defects or damages. Tenant agrees and consents to entry by the Landlord into the premises, upon receiving notification of defects and damages in writing, for the purposes of inspecting the said defects and damages. Entry is subject to Section 28 of the Act. Tenant agrees to leave the vacated premises in a reasonably clean condition, otherwise will be subject to claims by the Landlord under the Act.

9. UTILITIES. Cost of utilities for premises rented shall be paid by the Tenant except () heat; () hot water; () _____

10. ADDITIONAL OCCUPANTS. The person(s) listed in para. 2 above shall be the only permanent occupant(s) of the premises herein. When a guest remains for a continuous period of in excess of two weeks then he shall be "deamed" to be a permanent occupant under the agreement. Such additional permanent occupant is not acceptable to the Landlord unless permission is given in writing. Without permission this agreement will be breached and the Landlord may then issue termination notice.

10(A) ~~TENANT SHALL HAVE COMPREHENSIVE INSURANCE INCLUDING LIABILITY FOR \$2,000,000.~~

11. LIQUIDATED DAMAGES, CHECK (X) THE CLAUSE APPLICABLE, FOR CONTENTS OF HOUSE

a. The Tenant covenants and agrees that he shall not, save in pursuance of s. 10(3) of the Act being so entitled, terminate this tenancy until after the expiration of 11 months from the date of this agreement. If the Tenant terminates this tenancy in contravention of this provision, then the landlord and the tenant do hereby agree that, as his sole remedy, the Landlord shall be entitled to claim the sum of \$50.00 from the security deposit held by the Landlord hereunder, or he shall collect from the tenant. Such portion of the security deposit in the amount of \$50.00 shall be absolutely forfeited to the Landlord by the Tenant as liquidated damages.

b. In the case of tenancy term being for not less than 12 months, if the Tenant terminates the tenancy before the date specified in Clause 4(b), the Landlord shall charge and the Tenant agrees to pay the sum of \$ _____ as liquidated damages and such sum may be deducted from the security deposit or otherwise be paid. Such payment shall release the Tenant from liability to pay rent for the balance of the term of this agreement.

12. NOTICE OF TERMINATION. If notice of termination is given by either the Landlord or Tenant, such notice shall be in writing and be given at least one clear month before the termination date, except as otherwise provided in the Act, and the tenancy shall terminate at noon on the last date of the rental month. The rented premises may be shown to prospective tenants pursuant to the provisions of the Act, at reasonable hours, after delivery of such notice.

13. OVERHOLDING. If the Tenant remains in possession, contrary to the agreement, or unlawfully, then the Landlord may claim and the Tenant may be liable for losses suffered by either or both the Landlord and a new Tenant of the premises herein. The Act provides that a Landlord may immediately apply to the Rentalsman for an Order of Possession. Failure to comply with such an Order is an offence and can also result in prosecution and/or, eviction by the SHERIFF. These actions are authorized by Sections 8, and 13 of the Act.

14. REPAIRS -- LANDLORD. The Landlord shall not unreasonably delay in causing necessary alterations or repairs to be done with due diligence, and shall supply premises and services according to statutory standards, except that during repairs to the heating facilities, the Landlord shall not be bound to furnish any heat; and the Landlord shall not be liable for indirect or consequential damages, or damages for personal discomfort or illness, arising from the want of heat, or hot and cold water, or electricity or air conditioning, or from alterations or repairs to the premises or services.

15. REPAIRS -- TENANT. With the object of protecting the Landlord's property from abusive use, the Tenant and guests of the Tenant shall use the premises, services, furnishings, equipment and facilities supplied by the Landlord, prudently and carefully; and shall be responsible for the cost of repairing or making good any wilful or negligent damage they have caused or permitted to be caused on or in the premises, including unusual or abusive wear and tear, cleaning of carpets, drapes, furnishings and equipment supplied by the Landlord, and unplugging of sinks, toilets, garburators, or other plumbing connected to the

16. **HAZARDS.** In the event of a fire, or water or gas escape starting in the Tenant's premises, the Tenant shall report it without delay to the Landlord (building manager). The Tenant shall immediately warn any occupants of the building threatened by any hazard. Unless the Landlord is proven at fault, or the occurrence is an Act of God, the Tenant shall be liable to pay for any costs arising from any hazard or threat to safety, including any fire, starting in the Tenant's premises, or resulting from the conduct or action of the Tenant or his guests. The Landlord shall not be liable for such costs, but shall have the right pursuant to the Act to terminate the tenancy agreement and may require the Tenant to vacate and deliver up possession on short notice.
17. **LIABILITY.** Unless the Landlord is in breach of a lawful duty, the Tenant waives and releases him from any liability in connection with the use by Tenants or guests of the premises services, furnishings, equipment and facilities supplied by the Landlord, including injuries or damages caused by anything done or omitted from being done by any Tenants of the Landlord or by the Landlord or his agents, servants, or workers or independent contractors. The Landlord shall exercise reasonable care and attention to prevent such injuries or damages.
18. **USE OF PREMISES.** Tenants and guests shall use the premises for private residential purposes only, and not for any illegal, unlawful or commercial or business purposes. No public meetings or assemblies shall be held on the premises. No business or commercial use shall be advertised or listed on or at the premises. Tenant stripes or curtains are not allowed without Landlord's permission. No animals, birds or pets of any kind shall be kept or sheltered on the premises (and birds shall not be led from the premises) without prior written permission of the Landlord.
- The Tenant shall not assign or sublet the premises without the prior written consent of the Landlord, if the tenancy agreement is for a term of six months or more such consent shall not be arbitrarily or unreasonably withheld by the Landlord.
- The Tenant shall not make or cause any structural alterations to be made. Painting, papering, and redecorating shall be done only with the prior written consent of the Landlord. Hooks, nails, tapes, or other devices for hanging pictures or plants or for affixing anything to the structure shall be of a type approved by the Landlord and shall be used only with his prior consent.
- Automobile and other repairs shall not be done in parking areas.
19. **CONDUCT.** In order to promote the convenience, safety, welfare and comfort of other tenants in the building, the tenants and guests shall not disturb, harass, or annoy occupants of the building or neighbours, and shall not cause loud conversation, music, television, or other irritating noise to disturb peaceful enjoyment at any time; and shall maintain quiet between 11 p.m. and 9 a.m. Any Tenant who causes other occupants to vacate the premises because of noise, or other disturbance, harassment, or annoyance, shall indemnify the Landlord for any reasonable costs and losses caused thereby, and may have the tenancy terminated on short notice pursuant to Sec. 21 of the Act.
20. **SECURITY.** The door to the Tenant's premises shall be kept closed, and in the Tenant's absence locked. No lock or security device shall be installed or changed or altered, and no extra keys shall be made for any lock in the building, except with the prior consent of the Landlord. The Tenant shall be responsible for any costs incurred to regain entrance to the premises, including any damage and all necessary repairs, in the event that he locks himself out of the premises. The unauthorized entry to any part of the building by illegal possession of keys or otherwise by any person(s) shall be treated by the Landlord as an illegal offence.
21. **ENTRY.** The tenant shall not unreasonably withhold consent to the Landlord to enter the Tenant's premises when the proper request is made at the time of entry; and shall permit the Landlord or his agents or tradesmen, entry at reasonable times on proper notice to view the state of repair or to repair or alter the premises, or to show the premises to prospective purchasers or tenants. The Landlord or his authorized agent may, in case of emergency, and as otherwise provided for in the Residential Tenancy Act, exercise his right to enter the premises.
22. **SERVICE OF NOTICE.** Any tenant shall accept any notice, process or document required or permitted to be given, when served personally on any adult occupant of the Tenant's premises, or served by delivering to, mailing to, or posting upon that part of the premises known as, or used as, the residence of the said occupant, pursuant to Sec. 5 of the Act.
23. **STORAGE.** All luggage, vehicles, or other property of the Tenant, stored on the residential property, shall be kept in safe condition in proper storage areas and shall be at the Tenant's risk for loss, theft or damage from any cause whatsoever. Vehicles listed in the tenancy agreement and no others may be parked or stored on the property. Parking areas are only to be occupied by operative automobiles. BICYCLES are only allowed in designated areas and shall be at the risk of the Tenant, and Tenant shall be responsible for any damages caused therefrom. No hazardous items shall be kept or stored.
24. **RUBBISH.** No rubbish, boxes or paper shall be placed or left in corridors, parking areas or other common areas of the premises, except those areas designated for disposal. All garbage shall be drained, bagged, or wrapped, and tied securely before being placed in chute or approved receptacle. Where an incinerator is used on the premises, garbage shall be separated into burnable and unburnable, with aerosol cans kept separate. Spillage shall be cleared up immediately by the person responsible.

25. **FLOORS.** For the purpose of protecting the quiet enjoyment of other occupants, all hard-surfaced floors shall be kept clean and well-waxed by the Tenant, and all concentrated traffic areas in the rented premises which are bare floor on commencing occupancy, shall be adequately carpeted by the Tenant within one month.
26. **OUTSIDE.** Rugs, mats, rags and dusts shall not be shaken out of windows, doors, or in common areas of the premises. Nothing shall be thrown from, or placed on, or hung on, or affixed to the inside or outside of windows, doors, balconies, or to the exterior parts of the buildings, awnings, aerials and cables or wires shall not be installed, and barbecues shall not be used, on or in the premises, without the prior written consent of the Landlord.
27. **MOVING.** The Tenant's possessions and furniture shall be moved in or out of the building by designated doors and in a competent manner, at the risk of the Tenant and mover. The mover and/or Tenant shall be liable for any costs of moving, including any costs resulting from injury, or from damages to the Tenant's possessions and furniture, or from damage to the Landlord's property and services. Tenant agrees that the mover engaged by him is the Tenant's agent and the Tenant is responsible as a principal, for any damages caused by the mover to the Landlord's property or services.
28. **COMMON AREAS.** The tenant shall not abuse common areas of the building, but shall use them prudently, safely and equitably; and shall conform to all notices, rules or regulations posted on or about the building concerning the use of common areas, including the use of laundry room, recreation room, swimming pool, parking area, and storage, and including restriction of their use to tenants only, and restriction on use by children. All such use shall be at the risk of the Tenant, or his guests.
29. **INSURANCE (INCLUDING LIABILITY).** Tenants are advised to carry adequate insurance coverage for fire, smoke, and water damage and theft, on their own possessions, and may be held liable for accidental injury, accidental damage, or accidental breakage arising from the Tenant's abusive, willful or negligent act, or omission, or that of his guests, in his use of the Landlord's services and property (see Clause 30 re waterbeds).
30. **ONLY WATERBEDS** that are approved in writing, for safety, by the Landlord, will be allowed. Under no circumstances will waterbeds without proper frames and safety liners be considered. Tenants using a waterbed must carry a minimum of \$100,000.00 "waterbed liability insurance" and provide evidence of this to the Landlord. Other **LIQUID FILLED FURNITURE** or **MAJOR APPLIANCES** may not be installed by tenants without written authority.
31. **CONTRACTUAL.** It is agreed that (a) words imparting the singular shall also mean plural, and vice versa, except where the context indicates otherwise; (b) the words "applicant, occupant, and tenant", used in the Application for Tenancy, the Tenancy Agreement, and in rules and regulations forming part thereof, mean all proposed and actual occupants of the premises rented, and include guests where applicable; (c) the word "landlord" includes the owner and his agents and servants where applicable.

RULES AND REGULATIONS attached hereto must be observed by the tenant.

The obligations upon the Tenant shall be joint and several. If there is more than one Tenant, If there is more than one Landlord, the Landlord's obligations shall be joint and several.

A breach of this Tenancy Agreement by the tenant may give the Landlord the right to terminate the tenancy in accordance with the Act and thus regain vacant possession of the premises.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

Dated at _____

s.22

16th day of SEPTEMBER 2012

Agreed and signed by each adult TENANT

Agreed and signed by LANDLORD

Building Manager's Phone Number

604-302-1983

STATUTORY INFORMATION: A tenant has the right to quiet enjoyment and privacy, basic maintenance standards and proper notice for termination, etc. The landlord has a right to receive the rent on due date. The right to have the premises protected from abuse and the right to control the premises are also rights of the parties as contained in the Act. This Agreement has been made to conform to the Residential Tenancy Act (and other Acts) and has been made acceptable to the Office of the Rent Registrar. 12-80

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