

Tenant's Application for Dispute Resolution

For RTB use only: File # 535957

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

Tenant(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.

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

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

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

Landlord(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.

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

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

2970 Tutt Street	Kelowna	BC	V1Y8Z5	
Unit/site #	Street # and street name	City	Province	Postal Code
250	763-3876		250	868-3876
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
KELOWNA, B.C.

JAN 16 2013

RECEIVED 60

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-T (2011/03)



Page
BRITISH COLUMBIA
HOV-2013-00036
The Best Place on Earth

Nature of the Dispute

More time needed for application process

- ☐ Allow a tenant more time to make an application to cancel a *Notice to End Tenancy* MT
Date the *Notice to End Tenancy* was received: _____

Dispute an additional rent increase

- ☐ Dispute an additional rent increase DRI

Cancel a *Notice to End Tenancy* issued for the following reason:

- ☐ Tenant does not qualify for subsidized housing CNQ
☐ Tenant's employment with landlord has ended CNE
☐ Cause (state provision of the Act in the 'Details of the Dispute' box below) CNC
☐ Landlord's intention to convert manufactured home park to another use CNLC
☐ Landlord's use of rental property CNL
☐ Unpaid rent or utilities CNR

Monetary Order for the following reason:

- ☐ Cost of emergency repairs MNR
☐ Money owed or compensation for damage or loss under the Act, regulation or tenancy agreement MNDC
☐ Return of all or part of pet damage deposit or security deposit MNSD

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. \$

Landlord's action sought

- ☒ Comply with the Act, regulation (state section in the 'Details of the Dispute' box below), or tenancy agreement (provide a copy) OLC
☐ Make emergency repairs for health or safety reasons ERP
☒ Make repairs to the unit, site or property RP
☐ Provide services or facilities required by law (state Act and section in the 'Details of the Dispute' box below) PSF
☐ Return the tenant's personal property RPP
☒ Suspend or set conditions on the landlord's right to enter the rental unit LRE

Tenant's action sought

- s.22 ☒ Obtain an Order of Possession of the rental unit or site OPT
☐ Allow access to (or from) the unit or site for the tenant or the tenant's guests AAT
☐ Authorize a tenant to change the locks to the rental unit LAT
☐ Allow a tenant to assign or sublet because the landlord's permission has been unreasonably withheld AS
☐ Allow a tenant to reduce rent for repairs, services or facilities agreed upon but not provided RR

Other

- ☐ Recover filing fee from the landlord for the cost of this application FF
☐ Serve documents or evidence in a different way than required by the Act SS
☒ 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 the dispute includes a request for a Monetary Order, include a detailed calculation. Attach a separate sheet if necessary. Any additional sheets must be signed.

Tenancy agreement does not require vacant possession at the end of the term as per Section 44(1) (b). As such, it is the tenant's position that the tenancy continues on a month to month basis after February 1, 2013. In addition, tenant requests that the microwave be repaired or replaced as it has been out of order for approx 6 months; also set conditions on entry to unit (see attached).

Signature: _____ s.22 Date: January 16, 2013

Print name: _____ s.22

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 535957

ON TIME ☐
LATE ☒

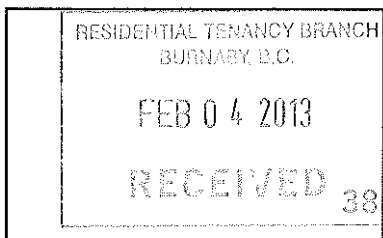
DRO: MAD LOCATION: Ne

HEARING DATE: FEB 06 TIME: 11:00 AM

RECEIVED BY: MAIL - ☐ HAND - ☐ FAX - ☒ COURIER - ☐

OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☐ TENANT - ☒ NOT PROVIDED - ☐



Note: Date Received is the same as Date Submitted If by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence

☒ Cautioned client rec'd as a copy _____

Evidence scanned/uploaded to CMS

☒ (IO signature)

Audit notes entered

☒

Evidence:

Placed in file

☐

Placed in DRO basket/slot

☐

Faxed to DRO

☐

E-mailed to DRO

☒

Housemailed to DRO

☐

Pictures/audio/visual:

Placed in file

☐

Sent to DRO (housemail)

☐

TOTAL NUMBER OF PAGES: 3

TOTAL NUMBER OF PHOTOS: _____

Processed and sent to DRO by: STAFF NAME: Monhu

DATE: 2/6/2013
Month/Day/Year

Placed on file by:

STAFF NAME: _____

DATE: _____

OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: R.T.B + NOW Canada

FROM: Barb Morgan

FAX: 1 866 341 1269

PAGES: 3

PHONE:

DATE: Feb 4.13

RE: Evidence hearing

CC:

s.22

No. 535957

☐ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Comments:

Please find attached the tenant's submission (not evidence) for the above noted hearing.

Also note: evidence was submitted via fax to both the RTB + the respondent on January 24.13. Unfortunately, it was sent in with the wrong file number (539957).

It should have been sent in as file #

535957 also.

Our apologies.

This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

Okanagan Advocacy
& Resource Society
(OARS)

#104 – 1455 Ellis Street Kelowna, BC V1Y 2A3
Phone: (250) 979-0201 Fax: (250) 979-0275
Email: oars@telus.net

February 4, 2013

TENANT'S SUBMISSION

RE: s.22 v. NOW Canada Society

File # 535957

Facts

1. s.22 the tenant, entered into a tenancy with the NOW Canada Society, landlord, in April 2011. The original tenancy agreement attempted to create a fixed-term tenancy, and was 7 pages long, plus an addendum.
2. Subsequent tenancy agreements have been signed, again with 7 pages and an addendum.
3. The most recent tenancy agreement was signed on December 10, 2012, for a one month term of January 1, 2013 to February 1, 2013.

Does the tenancy agreement in itself require vacant possession at the end of the term?

4. The relevant text in the most recent tenancy agreement reads:
"This tenancy starts on 01/01/13 for a fixed length of time: 1 months ending on 01/12/13. At the end of this length of time the landlord may extend the tenancy for another fixed term length."
5. Section 13(2)(B) of the Residential Tenancy Act (RTA) provides that where a tenancy agreement establishes a fixed term tenancy, the agreement must also specify "whether the tenant must vacate the rental unit on that date" (emphasis added).
6. Section 44(1)(b) of the RTA provides that a fixed term tenancy ends only if "the tenancy agreement provides that the tenant will vacate the rental unit on the date specified at the end of the tenancy" (emphasis added).
7. Section 44(3) of the RTA states: "If on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy

● Page 2

February 4, 2013

agreement as a month to month tenancy on the same terms." (emphasis added).

8. The tenant's agreement states "the landlord may extend the tenancy," and nowhere in the agreement does it explicitly state that the tenant will need to vacate the unit at the end of the tenancy period of February 1, 2013. Therefore, it appears the agreement does not comply with either section 13(2)(B) or section 44(1) of the RTA. Therefore, tenant submits there is a month to month tenancy via section 44(3) of the RTA.
9. Furthermore, it is important to note that section 14 on page 4 of the tenancy agreement sets out specific terms for a tenant's residency once a month to month tenancy has crystallized. The inclusion of this section in the tenancy agreement suggests month to month tenancies were in the contemplation of the landlord before entering into agreements with tenants.
10. The tenant submits that the current tenancy agreement has become a month to month tenancy, effective February 1, 2013, under Section 44(3) of the RTA.

Respectfully submitted,



Barb Morgan
Advocate

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 535957

ON TIME ☐
LATE ☒

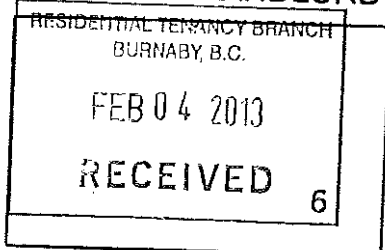
DRO: MAD LOCATION: Vic

HEARING DATE: Feb. 6 TIME: 11:00

RECEIVED BY: MAIL - ☐ HAND - ☐ FAX - ☒ COURIER - ☐

OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☐ TENANT - ☐ NOT PROVIDED - ☐



Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence ☒

Evidence scanned/uploaded to CMS ☒

Audit notes entered ☒

Evidence: Placed in file ☐
Placed in DRO basket/slot ☐
Faxed to DRO ☐
E-mailed to DRO ☒
Housemailed to DRO ☒

Pictures/audio/visual: Placed in file ☐
Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES: 36

TOTAL NUMBER OF PHOTOS: _____

Processed and sent to DRO by: STAFF NAME: Adriana DATE: Feb 6 /13
Month/Day/Year

Placed on file by: STAFF NAME: Qe DATE: Feb 6 /13
Month/Day/Year

Sent to
Telus
For Filing

OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: RTB FROM: Barb Morgan
FAX: 1 866 341 1269 PAGES: 36
PHONE: _____ DATE: Jan Feb 4.13
RE: 535957 CC: _____

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Please be advised- the evidence
sent via fax on Jan 24/13 was
listed with the wrong file #.

CORRECT FILE # 535957
(NOT 539957.)

Sincere apologies.

Barb Morgan.

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

FEB 04 2013

RECEIVED 6

This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: RTR FROM: Barb Morgan
FAX: 1 866 341 1269 PAGES: Jan 24.13
PHONE: _____ DATE: 34
RE: EVIDENCE CC: _____
HEARING # 539957
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

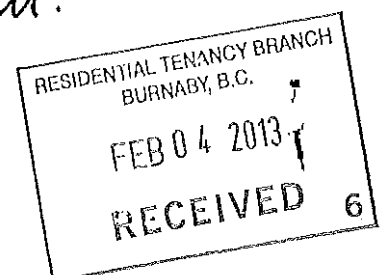
Comments:

Please find evidence for the
hearing of Feb. 6/13, file no.
539957.

Submitted on behalf of the applicant,

s.22

Thank you.



This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

WorkCentre 7125

Transmission Report

G3-ID 250 979 0275
Local Name Okanagan Advocacy RS
Company Logo

Date & Time: 01/24/2013 3:13 PM
Page: 1 (Last Page)

The job has been sent.
Original Size: 8.5 x 11"

OKANAGAN ADVOCACY & Resource Society (OARS)

#104 - 1455 81st Street Kelowna, BC V1Y 2A3 ~ Phone (250) 979-0201 ~ Fax (250) 979-0275 ~ email: oars@telus.net

fax

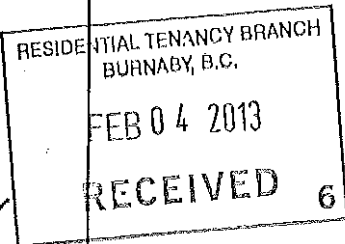
TO: RTP FROM: Barb Morgan
FAX: 1 866 341 1269 FAXEST: Jan 24, 13
PHONE: DATE: 3/4
RE: EVIDENCE CC:
HEARING # 539957
☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Please find evidence for the
hearing of Feb. 6/13, file no.
539957.
Submitted on behalf of the applicant,

s.22

Thank you.



This fax, including its contents, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or if you have received a fax you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

#	Job	Remote Station	Start Date & Time	Duration	Pages	Protocol	Contents	Status
1	4380 FAX		1-24; 3:01 PM	12:08	34/34	G3		Completed

Okanagan Advocacy
& Resource Society
(OARS)

#104 – 1455 Ellis Street Kelowna, BC V1Y 2A3
Phone: (250) 979-0201 Fax: (250) 979-0275
Email: oars@telus.net

January 24, 2013

RE: File no. ~~539957~~ 535957

Attention:

Residential Tenancy Branch
NOW Canada

BY FAX

Attached please find evidence submitted on behalf of the Applicant,

s.22

Included as evidence –

1. A copy of the Applicant's most recent tenancy agreement with NOW Canada. We draw attention to the fact that there is no reference in the agreement that vacant possession is required at the end of the tenancy. Therefore, it is the tenant's position that the tenancy shall continue on a month to month basis. (pp.1 – 19)
2. Correspondence from a previously scheduled dispute resolution hearing (which was subsequently cancelled) between another Applicant of the same building and this application's Respondent, on the same issue. Please note the tenant named in the previous dispute resolution proceedings has given permission to use this documentation. (pp.20-24)
3. Two Dispute Resolution decisions relevant to the current dispute resolution are also included in the Appendix. We appreciate that these decisions are not binding. However, we believe the reasoning does support the tenant's position. (pp.25 – 32)

Sincerely,



Barb Morgan
Advocate

File # 539957.

ON 535457

Residential Tenancy Agreement

Non-Profit Housing

Fixed Term Contract

(PLEASE PRINT CLEARLY OR TYPE)

A Residential Tenancy Agreement between (use correct legal names)

the landlord

and

the tenant(s)

name of landlord NOW CANADA Society			
last name	first name	initial	birth date (dd/mm/yy)
last name	first name		birth date (dd/mm/yy)
last name	first name		birth date (dd/mm/yy)
last name	first name	initial	birth date (dd/mm/yy)

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

s.22 Address: suite, number, street, city, BC, postal code

s.22

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

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

Phone number

2970 TUTT STREET, KEDLOWNA, BC V1Y 8Z5

250-763-3876

1. This tenancy agreement consists of the following:

Standard Terms Residential Tenancy Agreement, declaration of income of tenant, and one or more of the following (check as applicable):

- ☒ List of Additional Tenants and Occupants;
 ☒ Parking Terms;
 ☐ Alternative Accommodation Terms;
 ☒ Crime Free Housing;
 ☒ NOW Canada Policy Addendum

2. Length of the Tenancy (fill in the date in the space provided)

This tenancy starts on: 01/01/13 (dd/mm/yyyy)

for a fixed length of time: 1 months ending on 01/03/13 (dd/mm/yyyy)

At the end of this length of time the landlord may extend the tenancy for another fixed term length.

The tenant's rent for the residential premises is \$ 375.00 per month.

The tenant's rent for the residential premises based on the number of bedrooms in the unit.

was told verbally for this one did not have to supply bills or bank does as supplied them less than 2 weeks prior.

s.22

3. Occupants (other than tenants named above). List all other persons (including those under age 19, including infants) who will occupy the residential premises. Write birth date in the format dd/mm/yy.

last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date

4. What is included in the rent (check only those things that are included and provide additional information, if needed). No furnishings, equipment, or utilities will be provided by the landlord except those checked below.

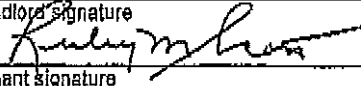

- | | | | | |
|--|--|--|---|--|
| <input type="checkbox"/> Water | <input checked="" type="checkbox"/> Stove and Oven | <input checked="" type="checkbox"/> Window Coverings | <input checked="" type="checkbox"/> Sewage Disposal | <input type="checkbox"/> Furniture |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Garbage Collection | <input type="checkbox"/> Sheets and Towels |
| <input checked="" type="checkbox"/> Heat | <input checked="" type="checkbox"/> Carpets | <input checked="" type="checkbox"/> Laundry
coin operated | <input type="checkbox"/> Parking on a first come/first served basis.
as arranged | |

Other facility or service: laundry facility in building available on main floor - \$1.00 per wash cycle and \$1.00 per dry cycle.

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

p. 2

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

		Landlord signature 	day/month/year 10/12/12
Tenant signature	day/month/year	Tenant signature 	day/month/year
Tenant signature	day/month/year		day/month/year 10/12/12

s.22

6. Interpretation

P.3

- (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, listed as an occupant in section 4 or listed in the List of Additional Tenants and Occupants;
 - (iii) "residential property" means the land and the building in which the residential premises are located;
 - (iv) "RTA" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending successor legislation; and
 - (v) "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.

7. 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.

8. Condition of Premises

The tenant acknowledges that the tenant has inspected the residential premises prior to taking possession and agrees that the residential premises are in good order and repair unless the tenant notifies the landlord in writing of any defect or damage within three days of the start of the tenancy. At the end of this tenancy agreement, the tenant will deliver possession of the residential premises to the landlord in the same condition as at the start of the tenancy, except for reasonable wear and tear.

9. 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 determined on the basis of 30% of the tenant's and occupant's gross monthly household income or such other percentage as shall be determined by applying the 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 10 (b) and is not subject to the RTA.
- (c) If the tenant is eligible to receive a rent subsidy from BC Housing, the tenant agrees to:
 - (i) complete and sign a declaration stating the number of occupants in the residential premises, their names, birthdates, gross incomes and assets on a form provided by the landlord if/when the tenancy is renewed.
 - (ii) provide proof of income and assets with such declaration;
 and that 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. If the rent is late, the landlord may issue a Notice to End a Residential Tenancy to the tenant, which may take effect not earlier than 10 days after the Notice is given.
- (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.

10. 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

Initials Initials

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

- (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.

11. Security Deposit

The tenant will pay a security deposit before the date this tenancy starts.

The amount will be : 1 bedroom apartment - \$187.50
 2 bedroom apartment - \$285.00
 3 bedroom apartment - \$330.00

(a) The landlord agrees

- (i) that the security deposit must not exceed one half of the monthly rent payable for the residential premises,
- (ii) to keep the security deposit during the tenancy and pay interest on it in accordance with the RTA, and
- (iii) to return the security 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 and interest.

(b) The tenant agrees to use the security deposit and interest as rent only if the landlord consents.

12. Occupants and Invited 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 and occupants, including those listed in the List of Additional Tenants and Occupants, if any, are allowed to live in the residential premises 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

failure to comply with these provisions entitles the landlord to end this tenancy agreement, and the following also apply:

- (c) The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. However as this building has been established to support women and children, all overnight visitors not listed for tenancy on this agreement must be approved by the Building Manager. Based on a ruling of the Arbitrator at the Residential Tenancy Office in Kelowna dated March 8, 2003, male guests cannot be approved for overnight stay. The ruling states that NO MALES are allowed in the building after 11pm and before 7am, and that this ruling must be enforced by the Building Manager. A minimum of 48 hours prior notice of the overnight guest request must be given to the Building Manager by the tenant. The tenant is aware and understands that all visitors in and out of the building are monitored by security cameras. Violation of this overnight guest policy will result in immediate termination of this Tenancy Agreement. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the RTA.

13. Assign or Sublet

The tenant agrees that:

- (a) only approved occupants may use the residential premises as their residence; and
- (b) a tenant may not sublet the apartment.

14. Ending the Tenancy

- (a) The tenant may end a month-to-month tenancy by giving the landlord at least one month's written notice. The landlord must receive the written notice before the day the rent is due, for the tenant to move out at the end of the following month. This notice must be in writing and must
 - (i) include the address of the residential premises,
 - (ii) include the date the tenancy is to end, and
 - (iii) be signed by the tenant.
 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.

Initial Initial

s.22

STANDARD TERM RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

- (b) The landlord may end the tenancy only for the reasons and only in the manner set out in the RTA. The landlord must use the prescribed Notice to End a Residential Tenancy form available from the Residential Tenancy Branch.
- (c) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- (d) The tenancy will end at 1:00 p.m. in the afternoon on the last day of the tenancy.
- (e) Once a Notice to End a Residential Tenancy is given by either party, the residential premises 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.
- (f) If the tenant remains in possession of the residential premises 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 residential premises.

15. Repairs

(a) Landlord's Duties

The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety and housing standards required by law. If the landlord is required to make a repair to comply with the above duties, the tenant may discuss it with the landlord. 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 Duties

The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the residential premises and residential property. The tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a willful or negligent act or omission of the tenant or invited guests of the tenant. The tenant is not responsible for reasonable wear and tear to the residential premises.

If the tenant does not comply with the above duties, 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 Residential 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 residential premises or on the residential property. The tenant must promptly report to the landlord any damage, unsafe condition, fault or deficiency in the residential premises, residential property or services, including without limitation leaking water and non-operating smoke detectors. The tenant must replace and pay for any burned-out fuses and light bulbs in the residential premises and leave the same in the residential premises when vacating.

(c) Emergency Repairs

The landlord must post the name and telephone number of the designated contact person for emergency repairs. The tenant must make at least two attempts to notify the person designated by the landlord, and give a reasonable time for completion of the emergency repairs by the landlord.

If the emergency repairs are still required, the tenant may undertake the repairs, and deduct the cost from the next month's rent, provided a statement of account and receipts are given to the landlord. The landlord may take over completion of the emergency repairs at any time.

Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:

- (i) major leaks in the pipes or roof,
- (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- (iii) repairs to the primary heating system, and
- (iv) defective locks that give access to the residential premises.

16. Locks

(a) Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to the residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property. A tenant may not change locks to the apartment.

(b) The tenant agrees not to make extra keys for any lock in the residential premises or residential property, except with the prior written consent of the landlord. If the tenant is locked out of the residential premises and the residential premises are 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. A \$10.00 (Ten Dollars) deposit will be required for each security tag issued to the tenant.

17. Entry of Residential Premises by the Landlord

(a) For the duration of this tenancy agreement, the residential premises are the tenant's home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the residential premises.

(b) The landlord may enter the residential premises only if one of the following applies:

- (i) the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time no less than 24 hours and no more than 30 days.
- (ii) there is an emergency;

Initial Initial

s.22

STANDARD TERM RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

Ple

- (iii) the tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
 - (iv) the tenant has abandoned the residential premises;
 - (v) the landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;
 - (vi) the landlord is providing maid service to a hotel tenant at a reasonable time.
- (c) If a landlord enters the residential premises illegally, the tenant may apply for an Arbitrator's Order under the RTA, to change the locks for the residential premises and keep the only key. At the end of the tenancy, the tenant must give the key to the residential premises to the landlord.

18. Extended Absence from Residential Premises

If the tenant is eligible for a rent subsidy and if the tenant is absent from the residential premises 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.

19. Parking

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

- (a) the tenant may park only operative, licensed and insured vehicles in such areas;
- (b) the tenant must obtain the prior written consent of the landlord to park full-sized trucks, recreation vehicles, commercial vehicles, boats or trailers in such areas;
- (c) the tenant must remove any vehicle leaking oil or other fluids;
- (d) a guest may park only in designated visitor parking areas; and
- (e) the landlord may tow away, at the tenant's expense, any vehicles improperly parked or parked in a manner contrary to this tenancy agreement.

20. Pets

No Pets are allowed in the apartments.

21. Conduct

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

22. Use of Premises

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

23. 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 residential premises 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 residential premises or the residential property;
- (c) make any structural alterations to the residential premises or the residential property;
- (d) paint, paper, carpet or decorate the residential premises 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 residential premises or on the residential property; or
- (g) use any other drapes, curtains and curtain rods except those that have been supplied by the landlord.

24. 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 give a Notice to End the Tenancy or both.

25. Waterbeds, Oxygen Equipment, etc.

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

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

Initial	Initial
---------	---------

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

1.7

26. 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 an 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.

27. Storage

The tenant must not store any 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.

28. 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.

29. Moving

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

30 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 residential premises 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 from alterations or repairs to the residential premises or services to the residential premises. During repairs to the heating facilities the landlord will not be obliged to furnish heat.

31. 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 duty under the RTA or a regulation made under that Act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the RTA or a regulation made under that Act, the term of this tenancy agreement is void.
- (b) Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialled by the landlord and tenant or is not reasonable it is not enforceable.

32. Landlord's Obligation to Give Tenancy Agreement to Tenant

In order for the landlord to insist on the performance of the tenant's obligation to pay rent under the tenancy agreement, the tenant must receive a copy of this agreement promptly, and in any event not later than 21 days after the agreement was entered into.

33. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the RTA a tenant has the right to apply for arbitration to resolve a dispute.

34. Breach of Tenancy Agreement

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.

Any money owing by the tenant to the landlord under this tenancy agreement pursuant to a court order or Arbitrators 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.

Returned and not sufficient funds (N.S.F.) cheques are subject to a minimum service charge of \$20.00 each, or the then current rate charged for such services by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, whichever is more.

35. Mandatory Provisions

All bolded provisions are terms that must be included in a tenancy agreement as required by the Tenancy Agreement Regulation (B.C. Reg. 49/96) pursuant to the RTA.

[Initial] [Initial]

s.22

P.8

NOW CANADA SOCIETY**Family/Resident Composition**

Building Name s.22 Unit # s.22 Move-In Date 01/01/13 Home Telephone s.22
Surname s.22 Given Name s.22 S.I.N. # (Optional) Work Telephone
Mailing Address Postal Code s.22 Cell Phone

FAMILY COMPOSITION

FIRST NAME(S)	BIRTHDATE	FIRST NAME(S)	BIRTHDATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VEHICLE INFORMATIONs.22**CONFIDENTIAL INFORMATION****PROVIDE MEDICAL INFORMATION FOR EMERGENCY USE ONLY**s.22**ADDITIONAL COMMENTS: (e.g. Medical, disabilities, allergies)**s.22

NOW CANADA SOCIETY**Residential Tenancy Agreement Addendum1****Crime Free Housing**

p.9

In consideration of the execution or renewal of a Residential Tenancy Agreement of the residential property identified in the Residential Tenancy Agreement, Landlord and Tenant agree as follows:

The tenant (s), any occupant of the tenant (s) household, and any persons invited onto the residential property or residential premise by the tenant (s) or any member of the tenant's family shall not engage in any criminal activity on the premises or property including, but not limited to:

- (a) any drug-related criminal activity
- (b) solicitation (sex trade workers, sex trade recruitment and related nuisance activity)
- (c) street gang activity
- (d) assault or threatened assault
- (e) unlawful use of a firearm
- (f) any criminal activity that threatens the health, safety or welfare of the landlord, other tenants or persons on the residential property or residential premises.

VIOLATION OF THE ABOVE PROVISIONS, WHICH FORM A REASONABLE AND MATERIAL TERM OF THE RESIDENTIAL TENANCY AGREEMENT, SHALL BE GOOD CAUSE FOR A NOTICE TO END A TENANCY.

A single violation of any provisions of this addendum shall be deemed a serious violation and material non-compliance with the Residential Tenancy Agreement. It is understood and agreed that a single violation shall be good cause for a notice to end a Residential Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Residential Tenancy Agreement, the provisions of this addendum shall govern.

This Residential Tenancy Agreement addendum is incorporated into the Residential Tenancy Agreement executed or renewed this day between Landlord and Tenant.

s.22

10/12/12
(DATE)

(TENANT SIGNATURE)

(DATE)

(TENANT SIGNATURE)

(DATE)

[Signature]
(TENANT SIGNATURE)

(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

(DATE)
Dec 10 / 2012
(DATE)

Property Address:

Property Ref.

#

s.22

NOW CANADA SOCIETYResidential Tenancy Agreement Addendum 2

P. 10

Tenants Responsibilities

NOW CANADA SOCIETY is committed to providing safe and affordable housing for all tenants. The Residential Tenancy Act, Section 36, states that a notice to end tenancy for just cause can be given if:

- (1) (a) the conduct of the tenant or of a person permitted in or on the residential property or residential premises by the tenant, has resulted in the enjoyment of other occupants in the residential property being unreasonably disturbed.
- (1) (f) the safety or other lawful right or interest of the landlord or other occupant in the residential property has been seriously impaired by an act or omission of the tenant or of a person permitted in or on the residential property or residential premises by the tenant.

It is the responsibility of the parents residing with NOW Canada to ensure their children are supervised and well behaved at all times. This specifically applies to the use of the common area(s) of the complex. The common area includes the common room, the play area, the green space and the parking lot.

NOW Canada will not tolerate:

- Aggression or threat of aggression towards children, adults or animals.
- Swearing by adults or children.
- Vandalism to buildings, property, vehicles or other tenant's possessions.

Children must be supervised. They must understand that if they misbehave or cause problems they are jeopardizing their family's tenancy. If problems of a legal nature arise, the RCMP will be contacted.

If you require assistance dealing with a child or family relationships or parenting, contact the building manager for a schedule of upcoming parenting classes to be held on site.

s.22

(TENANT SIGNATURE)

(TENANT SIGNATURE)

(TENANT SIGNATURE)

Ruby M. Love
(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

10/12/12
(DATE)

(DATE)

(DATE)

(DATE)

Dec 10/2012
(DATE)

Property Address:

s.22

Property Ref.

#

NOW Canada AFTER HOURSEMERGENCY MAINTENANCE PROCEDURES

The following is a list of categories that constitute an emergency after hours.

In case of emergency, call the Emergency Cell at 979-8360, Monday to Friday between 4:30 pm ~ 8:30 am, or on Saturdays, Sundays and Statutory Holidays.

- | | |
|------------------------------|---|
| 1. FLOOD caused by | a) Sewer back up
b) Burst hot or cold <u>main</u> water lines
c) Valve(s) unable to close manually
d) Elements of nature |
| 2. NO HEAT (In cold weather) | a) Tenant heating unit
b) Common areas |
| 3. NO ELECTRICITY | a) Tenant dwelling unit
b) Entire building
c) Discomfort of tenant |
| 4. GLASS BREAKAGE | a) Where damage will occur to property
b) Where there is a security concern
c) Discomfort of tenant |
| 5. ROOF LEAKS | a) Leaks where the tenant cannot contain water leakage
b) Where further damage may occur |
| 6. NO HOT WATER | a) Discomfort of tenant |
| 7. PLUGGED TOILET | a) Where there is no other washroom facility available - common washroom |

FOR FIRE, POLICE OR AMBULANCE,

**CALL 911 TO REPORT EMERGENCIES
REQUIRING IMMEDIATE RESPONSE.**

P.12

NOW CANADA SOCIETY
PARKING POLICY

Any vehicle operating or parking on the grounds of a NOW Canada managed property will be subject to the following conditions:

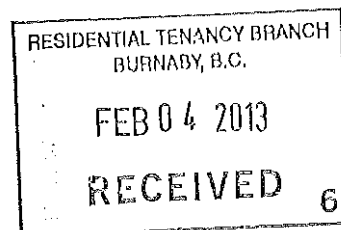
1. All tenants must have their vehicles registered with NOW Canada.
2. Vehicle must have current registration, license and insurance - a copy must be provided.
3. Unless authorized to do so, tenants must not park in designated parking spaces.
4. Tenants must only park in the tenant under building parking and not in the staff parking area.
5. If no spaces are available tenants will have to park off site.
6. Vehicle must be maintained in a safe operating condition.
7. Vehicle must not make excessive noise.
8. Vehicle must be operated in a safe manner.
9. Vehicle operator is responsible to clean any fluid leaks ASAP.
10. Repairs to vehicles will not be performed on the property.
11. Due to limited availability of parking, tenant guests must park off site.
12. Vehicle will not exceed 1-ton capacity - no trailers or motor homes.
13. Vehicle must be able to start and be moved upon request.

s.22

Signed

Date

10/12/12



p.13

NOW CANADA SOCIETY**NOTICE TO TENANTS****HOUSEHOLD INSURANCE**

NOW Canada does not insure your personal belongings for loss or damage.

For example:

- If a fire should occur.
- Appliance breakdown.
- Plumbing leak or heating system failure.
- Your suite is broken into, causing loss or damage to your personal possessions.
- ANY similar circumstances.

It is your responsibility to have adequate insurance coverage for the contents of your suite.

UTILITIES

You are responsible for having your utilities connected.

This includes:

- Electricity
- Cable
- Telephone

LOST KEYS AND LOCK OUTS

The procedure for lost keys and key fobs, and building lockouts are as follows:

If you find yourself locked out of the building - call the NOW Canada Society office at 763-3876, Monday to Friday from 8:30 a.m. to 4:30 p.m. During evenings, weekends or holidays, you may call the NOW Canada Emergency cell for assistance. If you need to call the cell for assistance, you will be charged a \$25.00 call-out fee. If your keys are lost and you request replacement keys, you will be charged for the cost involved for key and key fob replacement, as well as re-keying of locks if you feel this is necessary. Replacement of keys generally costs app. \$20, and re-keying of locks generally costs app. \$15 - \$20 per lock.

Keep this notice for future reference

p.14

NOW CANADA SOCIETY

IMPORTANT NOTICE

WCB Smoke-Free Environment Regulations

The issue of second-hand smoke has been the topic of much recent discussion, and has resulted in regulations from the Worker's Compensation Board (WCB). These regulations address the effect of second-hand smoke on individuals who are required to work where second-hand smoke is present.

All employers in British Columbia, including BC Housing, are required to implement these regulations. Effective January 1, 2000, the smoke-free environment regulations (Parts 4.81 and 4.82) required that:

- 1) Employers do not subject their staff, except in emergency situations, to second-hand smoke, and
- 2) Smoking is no longer permitted in public areas where staff has to perform work duties. This includes entrance ways, stairwells, lobbies, laundry rooms, lounges and hallways.
- 3) NOW Canada requests that tenants do not smoke in their apartments and ask for your cooperation when maintenance repairs and other property management services are provided by our staff. If you or the other occupants of your unit are smokers, ensure your suite has been aired so that no traces of smoke remain. We also ask that you do not smoke while our staff is present.

Our staff has been advised they are not to enter any environment for the purpose of working that contains noticeable second-hand smoke, except in the case of an emergency.

We ask for your full co-operation in helping us to maintain a healthy environment.

P.15

NOW CANADA SOCIETY
CHILDREN -ABUSE and NEGLECT

Legal Duty to Report

Anyone who has reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to specific circumstances outlined in the Child, Family and Community Services Act, is legally responsible under that act to report the matter to a child protection social worker. In British Columbia, a child is anyone under the age of 19.

The duty to report applies to everyone including NOW Canada employees tenants and visitors to the building.

You can report your suspicions to the local Ministry office during business hours on 250-712-7586 or after hours on 250-310-1234 ~ also Children's Helpline 250-310-1234.

- It doesn't matter if you believe someone else is reporting the situation, you still have to report.
- It doesn't matter if you're aware that a child protection social worker is already involved with the child, you still have a duty to report the matter. All new incidents must be reported as well.
- The legal duty to report overrides any duty of confidentiality.
- Time is of the essence in ensuring the safety and well-being of children. Report immediately.
- Do not contact the alleged perpetrator. This is the responsibility, of the police, or the child protection worker.

If you suspect a child is being abused/neglected, please talk to a NOW Canada staff member or contact the numbers above.

s.22

Signed

Date

10/12/12

NOW CANADA SOCIETY**Move-Out Requirements***P. 16*

Please arrange for the following to be done before our Building Manager completes the Move-Out Inspection with you:

INTERIOR:

1. Wash all cupboards ~ inside and out.
2. Wash all windows ~ inside.
3. Wash all window channels and sills.
4. Wash all light fixtures.
5. Wash all painted, varnished and plasticized doors, trim & woodwork.
6. Wash all bathroom fixtures
7. Wash all linoleum floors.
8. Wash all walls.
9. Wash all blinds and hardware.
10. Vacuum all carpets ~ there must be no loose debris remaining.
11. Wash all ceiling/wall registers and fan grills.
12. Wash the refrigerator ~ inside and out.
~Please de-frost but DO NOT shut off power or unplug.
13. Run self clean cycle of range stove.
14. Ensure that the 2-piece broiler pan is left in the drawer at the bottom of the stove.

REPAIRS:

1. Make a list of nail holes in walls, etc. to be repaired upon move-out.
2. Replace any burnt bulbs or damaged light fixtures with energy efficient bulbs.
3. Vacuum and clean carpets.

OUTSIDE:

1. Sundeck or patio area is to be cleaned.
2. No refuse to be left inside or out. Use garbage and recycle bins provided on site.
3. Take all large refuse items to the landfill.

KEYS:

1. Turn all keys (door lock, mailbox, medicine drawer, and security key fob) over to the Building Manager prior to leaving. Do not leave keys inside the unit.

MAIL:

1. Have your mail forwarded to your new address. You will not have access to your mailbox after you move out.
2. Provide NOW Canada Society with your forwarding address for future correspondence.

UTILITIES:

1. Arrange for disconnection of your hydro, telephone, and TV cable. Have the final bills forwarded to your new address.

NOTE: If your unit is not left clean and in acceptable condition, you may be responsible for charges involved in preparing the unit for occupancy by the next tenant.

Thank you for your cooperation.

NOW CANADA SOCIETY

P.17

s.22

This building has been constructed to LEED Gold standards - it is your environmentally friendly new home and we want to try and do our best to support the environmentally friendly status that has been created for us. As well, we want everyone to feel secure in their apartments and be good neighbours to those who live near us. Therefore we ask you to follow the points below:

- Only patio furniture be used on decks (no couches or lounge chairs);
- No BBQs are allowed on decks - due to the fire hazard and potential of melting the siding;
- Tenants cannot paint their apartments;
- If smoking on your deck, please make sure you extinguish your cigarette in a suitable container;
- Please be mindful of making excessive noise - it will disturb your neighbours;
- An H2O cleaner will be provided in each apartment for cleaning the linoleum flooring.....detergent is not necessary and must not be used;
- There will be vacuum cleaners available to borrow. Please clean them out before returning them so they are ready for the next tenant;
- Energy efficient light bulbs must be used;
- Please make sure all garbage and recycling are placed right inside the bins and not left hanging out or on the ground;
- Recycle everything you can!
- Do not leave your laundry in the machines - when you have finished using the washers and dryers, take out your laundry so others can start theirs;
- Please do not let anyone into the building apart from your own guests;
- You must go down and meet your guests - do not give out your keys to them;
- If you notice anything is not working or broken, please contact the Building Manager;
- If are concerned about the safety and security of the building, contact the Building Manager or call the Emergency Cell - 250 979 8360.

P.18

Everyone at NOW Canada wants to create a safe, secure and welcoming home for tenants - with everyone working together we can certainly achieve this!

Please could you sign this to confirm you have read our expectations.

Signed

s.22

Date 10/12/12

Print Name

s.22

P.19

NOW CANADA SOCIETY

FOLLOW CARE AND HEALTHY LIVING PROGRAMS AND APARTMENT EXPECTATIONS

NOW Canada is proud to offer women with and without children who have a proven financial need, the opportunity to live in affordable housing. The Society offers a selection of 1, 2 and 3 bed apartments in two buildings in Kelowna. In order to keep the apartments safe for residents, the following conditions are required of all tenants:

- These are drug and alcohol free apartments - if potential tenants have experienced addictions, a minimum of 10 months clean time is required before tenancy will be considered;
- There are no men allowed in the apartments between 11p.m. and 7a.m.;
- No pets are allowed in the apartments;
- Smoking is not allowed in the common areas and NOW Canada strongly encourages tenants not to smoke in their apartments.

As funding permits, NOW Canada offers a variety of supports to its tenants including trauma therapy, monthly food vouchers, Christmas gifts, referrals, one-on-one support, budgeting, financial aid etc. All these support fall under our Follow Care or Healthy Living Programs.

In order to receive these supports, all tenants are required to meet the following eligibility requirements:

- Must be drug and alcohol free;
- Be willing to undergo random drug screening. For tenants who work full-time (Monday - Friday) and are unable to come to the NOW Canada office, a NOW Canada staff person will go the apartments to conduct the test.
- Must sign this form in agreement of the above conditions.

I understand that by signing this form, I am agreeing to the terms set out above.

Print name:..... s.22

s.22

Date: 10/12/12.....

For Society use:

Apartment: #. s.22 .. s.22 Yes/No

s.22 Yes/No

P. 20

now
canada
society

2970 Tuft Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

February 23, 2012

Re: Dispute Resolution Hearing
File No. 78222

Dear s.22

This notice is to advise you that we will not be attending the above mentioned hearing that was scheduled to take place on February 27, 2012 at 11:00am.

We agree that you are on a month-to-month tenancy agreement.

Sincerely,

Liz Talbot

Liz Talbot
Executive Director
Cc Residential Tenancy Branch

**now
canada
society**

2970 Tuft Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876

Fax: 250 868 3876

e-mail: info@nowcanada.ca

P.21

Okanagan Advocacy and Resource Society
#104 - 1455 Ellis Street
Kelowna
BC V1Y 2A3

January 30 2012

Dear s.22

Further to your letter dated January 19th (received in our office on January 24, 2012), in the absence of an authority for release of information, I am not able to speak specifically about s.22 but am able to speak generally with regards to some of the reasons why we may end or not renew a tenancy agreement:

- As you aware, we are a drug and alcohol free building and we do not allow men in the building from 11pm – 7am. Failure to comply with the above could result in a contract tenancy agreement being terminated or not being renewed.
- If the Tenant ceases to qualify for the rental unit we may elect to serve a notice to end the tenancy under Section 49.1 of the Residential Tenancy Act, or not renew the tenancy agreement.
- If we had concerns regarding a tenants failure to disclose income, we would refer to the Application for Rent Subsidy Agreement, Point 4 in particular where it states that "The applicant agrees that if they fail to disclose or misrepresent any information requested by the landlord/BC Housing to allow the landlord/BC Housing to determine the applicable Tenant Rent Contribution or for audit purposes, such failure or misrepresentation will allow the landlord to end the applicants right to occupy the premises". In addition, NOW Canada reserves the right to complete a financial audit on any tenant if they feel that there is cause to do so.

★ Thank you for the information you provided in your letter. With regards to a fixed term tenancy, our contracts state the start date, the end date and the length of tenancy. In addition they state "The tenancy will end at 1.00pm in the afternoon on the last day of the tenancy". (14.d). Our expectation is that any tenant in receipt of a fixed term tenancy agreement requiring them to vacate the unit at the end of the term would do so. ★

Finally, although the information supplied regarding Dispute Resolution was interesting to read, this does not set precedence for further Residential Tenancy Dispute applications as each case is considered on an individual basis.

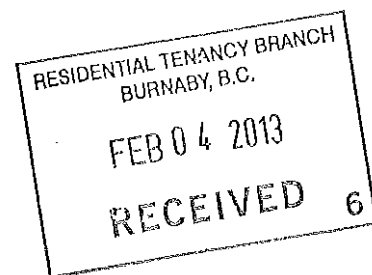
P.22

In future, should you wish to speak with us about a particular tenancy, please be advised that we will require you to provide us with an authority signed by the tenant, authorizing us to release information regarding their tenancy or enter into discussions with you.

Sincerely

Liz Talbott

Liz Talbott
Executive Director
NOW Canada Society





P.23

**now
canada
society**

2970 Tuff Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876

Fax: 250 868 3876

e-mail: Info@nowcanada.ca

s.22

January 30, 2012

Dear s.22

This is to confirm that NOW Canada will not be renewing your tenancy agreement, which expires on March 1, 2012.

As stated in your tenancy agreement, you are expected to have vacated the accommodation by 1pm on this date. Please could you let me know when you will be available on that date to do a 'walk through' of the apartment so we can process your damage deposit.

For your information, we have a list of other affordable housing options at reception. As well, Kelowna Community Resources (250-763-8008) may be able to provide you with additional information.

Sincerely

Lia T. Scott
for Ruby Scott
Building Manager
NOW Canada Society

now
canada
society

2970 Tutt Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876

Fax: 250 868 3876

e-mail: info@nowcanada.ca

P.24

s.22

January 16, 2012

Dear s.22

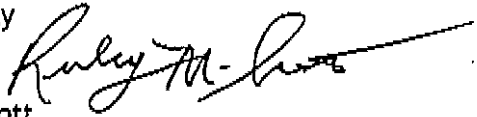
Further to our meeting on Friday, this is to confirm that your contract for tenancy will not be renewed.

We have discussed the questions and comments that arose at our meeting with BC Housing and believe the contract is correct - it uses the wording in the Residential Tenancy Branch's agreement.

Therefore your tenancy with NOW will end on 1st March 2012. I will be in touch with you nearer the time to arrange a walk-through of your apartment.

For your information, we have a list of other affordable housing options at reception. As well, Kelowna Community Resources (250-763-8008) may be able to provide you with additional information.

Sincerely



Ruby Scott
Building Manager
NOW Canada Society

File # 539.957

Appendix



P. 25



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and orders compelling the landlords to comply with the Act and setting conditions on the landlords' right to enter the rental unit.

The tenant and the landlord all appeared at the hearing and the tenant was represented by T.R. who represented himself as a lawyer but clarified that the tenant had not formally retained his firm to represent her.

Issue to be Decided

Should the notice to end tenancy be set aside?

Should the landlords be ordered to comply with the Act?

Should the conditions be imposed on the landlords with respect to their right to enter the rental unit?

Background and Evidence

The parties agreed that this tenancy began on January 1, 2011. The tenancy agreement consisted of a letter which both parties signed. The letter provided in part that "The full rental period will be for from [sic] January 1, 2011 not before noon, to August 31, 2011 noon".

The landlords took the position that the tenancy was for a fixed term ending on August 31, 2011. In July, the parties began exchanging emails in which the tenant asked to stay beyond August 31 and the landlords insisted that the tenancy would end on August 31. The tenant advised the landlords that she believed that she had a month to month tenancy.

The tenant testified that when the landlords insisted that the tenancy would end on August 31, she asked her cousin, T.R., to speak with the landlord on her behalf. T.R. testified that he telephoned the landlords who indicated that they believed the tenant

File # 539951

535 95 /

Appendix

Page: 2

P.26

was using the address of the rental unit for immigration purposes and suggested that she was misrepresenting herself to immigration authorities. They then threatened to report the tenant to immigration authorities. T.R. advised the landlords that such a report would be a criminal act and that it amounted to extortion. The landlords thereafter refused to speak with T.R.

On July 15 the landlords attended at the rental unit pursuant to a written notice of entry. They stated that they intended to address plumbing problems. The tenant insisted that she had not complained of plumbing issues apart from a slow drain in the bathroom. At that meeting, the female landlord asked the tenant to sign documents advising the tenant that her tenancy would be terminated on August 31, 2011. The tenant refused to sign those documents. The tenant testified that as one of her witnesses was reading the documents, the female landlord pushed the tenant away from the witness.

T.R. characterized the female landlord's actions as a criminal assault. The tenant testified that she telephoned the police on July 15, but no charges were laid and she was advised by the police to address her issues with the landlord through the Residential Tenancy Branch.

The landlords denied having pushed the tenant and testified that she had an extreme emotional reaction to having been served with documents on July 15. The tenant testified that she suffers from a medical condition which is aggravated by stress, which is why she had arranged for witnesses to be present when her landlords attended at the rental unit and why she had arranged for T.R. to deal with the landlords on her behalf.

T.R. attempted to communicate with the landlords via email, but received no response from the landlords. The landlords testified that they set their email rules to direct email from T.R. to their "spam" folder as they were only willing to communicate with the tenant.

The parties agreed that on July 22 the landlords served the tenant with a one month notice to end tenancy for cause (the "Notice") which alleged that the tenant had breached a material term of the tenancy agreement. The landlords confirmed at the hearing that the material term in question was the end of tenancy date as expressed on the tenancy agreement.

The tenant seeks to set aside the Notice and further seeks orders directing the landlords in how they interact with the tenant. Specifically, the tenant seeks an order forbidding the landlords from resorting to what she perceives as harassment, compelling

File # 539957

Appendix

Page: 3

P.27

the landlords to communicate with T.R. rather than directly with the tenant and prohibiting the landlords from attending at the rental unit unless T.R. is in attendance.

Analysis

Section 13(2)(B) of the Act provides that where a tenancy agreement establishes a fixed term tenancy, the agreement must also specify whether the tenant must vacate the rental unit at the end of the fixed term. In this case, no such provision was included in the tenancy agreement. Section 44(3) of the Act provides that where the tenant is not required to vacate on the last day of the fixed term, the parties are deemed to have renewed the tenancy agreement on a month to month basis.

I find that the tenancy becomes a month to month tenancy on August 31 and that the tenant cannot be compelled to vacate the rental unit on August 31. I find that because the tenant is not required to vacate the unit at the end of the fixed term, she has not violated a material term of the tenancy agreement and accordingly I order that the Notice be set aside and of no force or effect. As a result, the tenancy will continue.

It would appear that most of the conflict arising between the parties occurred as a result of the landlords' misunderstanding of the end of the tenancy. I do not accept that the landlords' repeated correspondence to the tenant advising her of their position with respect to the end of the tenancy amounts to harassment. The tenant was free at all times to apply to the Residential Tenancy Branch for a determination as to the status of her tenancy and when served with the Notice, was able to make her application to dispute the Notice. I do not accept that the landlords' statement in the July 14, 2011 letter that "It is not my responsibility to aid you in your request for immigration to Canada" amounts to extortion, nor is their suggestion that they might report the tenant to the authorities.

I do not accept that the landlords' attendance at the rental unit was made under the false pretence of addressing plumbing issues. The landlord had subsequently attempted to return to finish plumbing issues and I find it entirely possible that there may be plumbing issues of which the tenant is unaware.

I accept that the female landlords' actions on July 15 were unnecessarily aggressive. Although she denied having pushed the tenant, I note that the male landlord did not dispute that he had to restrain his wife on that date. I also had the opportunity to observe her demeanour during the hearing and noted that she repeatedly interrupted others including her husband when they were trying to speak and that she used dramatic body language in frustration. The male landlord tried unsuccessfully to

File # ~~52445~~ 7 500701

Appendix

P.28

Page: 4

restrain her during the hearing and I accept that her behaviour is sufficiently unpredictable so as to create an excessively stressful situation should she have to deal with the tenant in a conflict.

I accept that due to her medical condition, the tenant is unusually susceptible to stress and I find that that the landlords have an obligation to communicate with her in a manner that will not create unnecessary stress. While it may not be possible to avoid disagreement between the parties, it is important that they make an effort to engage each other in a calm and courteous manner.

The tenant acknowledged that she did not have difficulty dealing with the male landlord and I see no reason to place any restrictions on his ability to enter the rental unit. However, I find that the female landlord should not have contact with the tenant until such time as a condition inspection of the rental unit must take place at the end of the tenancy. I order that the female landlord not have in person or telephone communication with the tenant until the end of the tenancy, at which time she may participate in an inspection provided that the male landlord is also present. The tenant is welcome to have an agent of her choosing, including T.R., present at that time. The female landlord may communicate via email as I can see no evidence that her emails to the tenant have been inappropriate or abusive.

I direct the parties and their agents to communicate with each other in writing except in the event of an emergency where written communication is not possible. The landlords may serve written communications on the tenant through the personal service by the male landlord or via email to either the tenant or to T.R. I see no evidence that receipt of email has been overly taxing on the tenant and I see no reason why the landlords' ability to email her directly should be interfered with. The tenant is free to pass on those communications to T.R. should she wish to do so.

The tenant had asked that I order that the landlords not attend at the rental unit unless T.R. is present. During the hearing, T.R. repeatedly interrupted others, including me, was verbally combative, generally disrespectful of the hearing process and had to be repeatedly reminded that it was not his role to direct the process. I believe it is possible for T.R. to be an effective agent for the tenant and as she wishes him to act in that capacity, it is inappropriate for me to interfere with that appointment. However, it is understandable why the landlords do not wish to deal with T.R. and as his availability to attend at the rental unit is somewhat limited due to his work schedule, I find that it would be overly restrictive to limit the landlords' right of access to times when T.R. is available. The landlords are free to exercise their statutory right to access the rental unit provided

File # ~~539957~~

535957

Appendix

P. 29

Page: 5

they serve the tenant with adequate notice and provided that the female landlord does not attend except as outlined above.

I remind the tenant that under the Act, the landlords are required to provide 24 hours written notice of entry and that apart from scheduling a condition inspection of the unit at the end of the tenancy, they are not required to find a time that is mutually agreeable to both parties. The fact that in the past the landlords have adapted their schedules to suit the tenant is a testament to their desire to work cooperatively with the tenant and I would encourage the landlords to maintain that cooperative spirit.

I note that the landlords indicated that they refuse to deal with T.R. in the future. I can appreciate that if T.R.'s behaviour on the telephone with the landlords was similar to his behaviour in the hearing, he might have been difficult to communicate with in the past. However, the tenant is entitled to appoint an agent to represent her. I have already directed that the parties and their agent restrict themselves to written communications during the tenancy and I note that T.R.'s email correspondence has for the most part been appropriate and I see no reason why he cannot continue to communicate with the landlords via email. The tenant has already appointed T.R. as her agent and appropriately advised the landlord that he would be acting in that capacity. The landlords therefore ignore his communications at their own peril as they are effectively ignoring the tenant's communications by refusing to read T.R.'s emails. The tenant may also choose another agent should she wish to do so, but must advise the landlords in writing of that agent's name and contact information prior to that agent contacting the landlords.

As the tenant has been substantially successful in her application, I find that she is entitled to recover the \$50.00 filing fee paid to bring the application. The tenant may deduct this sum from future rent owed to the landlord.

Conclusion

The Notice is set aside and future interactions between the landlords and the tenant are governed by the orders as outlined above. The tenant may deduct \$50.00 from a future rental payment.

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: August 26, 2011

File No

501757

500171

Appendix



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

P-30

DECISION

Dispute Codes CNC, FF

Introduction

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession based upon cause and to recover the filing fee.

The landlord's agents and tenant appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, to make submissions to me and respond each to the other.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence **relevant** to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit and to recover the filing fee?

Background and Evidence

Although the tenant has been a resident/tenant since March 1, 2007, this particular tenancy began on May 1, 2011, the tenancy agreement stated that the tenancy was for a fixed term of five months and was to end on September 30, 2011. The monthly rent is \$385.00 and the tenant paid a security deposit of \$172.50 on February 21, 2007.

Regarding the fixed term, section 5 of the tenancy agreement entered into evidence by the landlord stated:

"RENTAL PERIOD AND TERMS OF THE TENANCY

The tenancy created by this agreement STARTS ON May 01 2011 and

b. continues for a fixed term of 5 months ending Sep 30 2011"

Appendix P.31

Page: 2

During the testimony, upon query, the landlord's agent could not point to the section in the tenancy agreement stating whether the tenancy, at the end of the fixed term, was to continue as a periodic tenancy, for another fixed term after that date or whether the tenant must vacate the rental unit on that date.

The landlord's agent testified, however, that the landlord was entitled to an order of possession based upon the language that the tenancy was to end on September 30, 2011, and based upon the landlord's letter of May 11, 2011, to the tenant regarding the end of the tenancy.

In response, the tenant stated that he wished to continue the tenancy and that the language in landlord's letter stating that he could terminate the tenancy agreement prior to September 30, 2011, with a one month written notice entitled him to cancel the provision referring to the fixed term.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 44 (1) (b) of the Residential Tenancy Act provides that a fixed term tenancy ends only if the tenancy agreement provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Section 44 (3) states that if a tenancy agreement does not require the tenant to vacate the rental unit on that date specified as the end of the fixed term and the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms.

Additionally section 55 (2) states that a landlord may request an order of possession if the tenancy agreement is a fixed term tenancy agreement that provides the tenant will vacate the rental unit at the end of the fixed term.

Upon review of the tenancy agreement, I find the landlord failed to provide that the tenant must vacate the rental unit at the end of the fixed term as required under the Act.

File No 539157

Appendix

p. 32

Page: 3

Conclusion

I therefore find that the landlord is not entitled to an order of possession and I dismiss their application, without leave to reapply.

I also find that due to the provisions of section 44 (3) of the Act, this tenancy has been renewed and I order that it continue on a month to month basis.

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: October 20, 2011.

Residential Tenancy Branch



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

File No: 535957

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

Between
^{s.22} **Tenant(s),**
Applicant(s)

And
NOW Canada Society, Landlord(s),
Respondent(s)

Regarding a rental unit at: ^{s.22}

Date of Hearing: February 06, 2013, by conference call.

Date of Decision: February 06, 2013

Attending:

For the Landlord: Ruby Scott, agent
Liz Talbott, agent
Cindy Nichol, agent
Ashley Lingo, agent

For the Tenant: ^{s.22}
Barb Morgan, advocate
^{s.22} observer, with agreement of all parties



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC, RP, LRE, O

Introduction

This hearing dealt with the tenant's Application for Dispute Resolution seeking an order to have the landlord comply; to make repairs and to suspend or set limits on the landlord's right of access.

The hearing was conducted via teleconference and was attended by the tenant, her advocate and 4 agents for the landlord.

Issue(s) to be Decided

The issues to be decided are whether the tenant is entitled to an order requiring the landlord to comply with the *Residential Tenancy Act (Act)*, regulation or tenancy agreement; to an order to have the landlord complete repairs; to an order to suspend or set limits on the landlord's right to access the rental unit, pursuant to Sections 13, 29, 32, 44, and 70 of the *Act*.

Background and Evidence

The parties agree that while the tenant originally moved into the rental unit on April 15, 2011 the parties have entered into a number of short fixed term tenancy agreements. The parties both provided a copy of the most recent tenancy agreement signed by the parties on December 10, 2012 for a 1 month and 1 day fixed term tenancy beginning on January 1, 2013 for a monthly rent of \$375.00 due on the 1st of each month.

The tenancy agreement states, in Section 2 entitled "Length of Tenancy" the tenancy starts on January 1, 2013 for a fixed length of time: 1 months ending on February 1, 2013. At the end of this length of time the landlord may extend the tenancy for another fixed term length.

The tenant submits that there is nothing in the tenancy agreement that requires the tenant to vacate the rental unit at the end of the fixed term. The landlords submit that they provide rental accommodation as a part of government program of supportive housing that requires them to be able to establish fixed term tenancies and that they had developed their tenancy agreements with consultation with BC Housing.

Section 14 of the tenancy agreement outlines how a tenancy ends, specifically how a tenant would end a month to month tenancy; how the landlord might end the tenancy for reasons allowed under the Act; or by mutual agreement of the parties.

The tenant submits that the landlord has on some occasions entered her rental unit without prior notification or agreement from the tenant. The landlord submits that they have a written agreement with the tenant for weekly meetings with the tenant to provide support services.

The document the landlord provided as this agreement was dated May 1, 2012. The document, in the form of a letter from the landlord to the tenant, stipulates that two specific representatives of the landlord "will come to your apartment once a week to inspect the tidiness and organization of your apartment. We will always phone to let you know we are coming." The tenant has signed the document.

The landlord submits that these meetings are to provide the support services and to ensure the tenant's rental unit is not presenting a risk to the health and safety of the other occupants in the residential property.

The tenant submits that as late as last week the landlord's agent knocked on the door and before the tenant had a chance to answer the door the landlord was letting herself into the unit with the furnace serviceperson. The parties agree the furnace serviceperson was to attend the unit the week before but was unable to. The landlord testified that she provided an updated notice of the revised week for the furnace serviceperson visit.

The landlord's agent testified that if the landlord requires entry into the rental unit they provide the tenants in the residential property with written notice of their intent to enter by posting the notice on the tenant's door and then 48 hours later they will enter the unit, if they have not confirmed a visit with the tenant.

The tenant seeks repairs to a number of items. The tenant submits that she had informed the landlord months ago that her microwave was not working and nothing has been done. The landlord submits she had informed the tenant to keep notice of the problems and to let her know if the problems continue. The tenant testified that there was nothing to watch as her microwave was just not working, she thought the landlord was going to take care of the problem.

The tenant also submits she had informed the landlord of problems with her heating system previously; that some work had been completed; she continues to have heating problems which she has reported to the landlord but nothing has changed. The tenant testified that she has asked the landlord to replace light bulbs and to fix her entry buzzer.

The landlord testified that they had not received any complaints from the tenant regarding the heating; or light bulb replacement or buzzer until last week. In addition

the landlord testified that they cannot determine any problem with the heating system. She stated that when she checked the computer setting today the rental unit was set at 24°C and that if the tenant still felt cold she could increase the temperature setting.

Analysis

Section 13 of the *Act* stipulates the standard terms that must be included in a tenancy agreement. Section 13(2)(f)(iii) states that if the tenancy is a fixed term tenancy, the agreement must include the date the tenancy ends and whether the tenancy may continue as a periodic tenancy or for another fixed term after that date or whether the tenant must vacate the rental unit on that date.

Section 44(1)(b) states that a tenancy ends if the tenancy agreement is a fixed term tenancy agreement that provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Upon review of the entire tenancy agreement submitted by both parties and based on the testimony of both parties I am satisfied that the tenancy agreement, while outlining a specific fixed term tenancy does not indicate that the tenant must vacate at the end of the tenancy. As such, I find the landlord cannot rely on the end date of the fixed term to end the tenancy.

Section 44(3) states that if, on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms.

From the evidence before me and my finding above, I find that the parties have not entered into a new tenancy agreement and therefore, pursuant to Section 44(3) this tenancy is deemed to have been renewed as a month to month tenancy and if either party wishes to end the tenancy they must do so in accordance with Part 4, Division 1 of the *Act*.

Section 29 of the *Act* states a landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- a) The tenant gives permission at the time of the entry or not more than 30 days before the entry;
- b) At least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the purpose for entering and the date and time of the entry;
- c) The landlord provides housekeeping or related services under the tenancy agreement and the entry is required for those purposes;
- d) The landlord has an order of the director authorizing the entry;

- e) The tenant has abandoned the rental unit;
- f) An emergency exists and the entry is necessary to protect life or property.

While I accept that the landlord provides support services to tenants in this property and specifically to this tenant the testimony provided by the landlord that all of the entries to the rental unit are, at least in part, related to the landlord's obligations to other occupants in the residential property as such, I find all of these entries must comply with the requirements of Section 29 of the *Act*.

In relation to entering the rental unit for repairs or standard maintenance issues I find the landlord is providing written notice of their intent and while the *Act* only requires 24 hours notice the landlord provides 48 hours. However, Section 90 stipulates that when a document is served by posting it on the door of the rental unit it is deemed to be received 3 days after it is posted.

Therefore, unless the landlord can confirm that the tenant received the posted notice sooner than the 3 days deemed under Section 90, I order that the landlord must not enter the unit until the 3 days and the time period of the notice has passed. For example, if the landlord wants to enter the rental unit on February 15, 2013 at 1:00 p.m. with a 24 hour notice and they serve the notice to the tenant by posting it on the rental unit door they must serve the notice no later than February 11, 2013 at 1:00 p.m.

Further, in regard to the agreed upon weekly entry, to be compliant with Section 29 the tenant may grant permission but it must not be any later than 30 days prior to the entry. As such, I find the agreement signed by the tenant dated May 1, 2012 is no longer a valid agreement for the landlord to enter the unit.

In addition, Section 29 (2) stipulates that a landlord may inspect a rental unit monthly in accordance with Section 29(1). Therefore I order, should the landlord wish to do weekly inspections of the rental unit they may complete one inspection per month by giving their own notice as per Section 29(2)(b) and for the subsequent weeks they can obtain the tenant's permission, as long as that permission is provided by the tenant at the time of entry or not more than 30 days prior to entry.

Section 32 of the *Act* requires a landlord to provide and maintain residential property in a state of decoration and repair that complies with the health, safety and housing standards required by law, and having regard for the age, character and location of the rental unit make it suitable for occupation by a tenant.

In regard to the portion of the tenant's Application seeking repairs, I accept that despite the misunderstanding with regard to the microwave, the tenant has only recently submitted a request for repairs for the microwave, light bulbs, and entry buzzer. As such, I find it would be unreasonable at this time to provide any order for the landlord to make any repairs without the landlord having an opportunity to complete the repairs.

I note that should the landlord not investigate the repair requests and complete any necessary repairs within a reasonable time the tenant will remain at liberty to seek an order completion of these repairs and monetary compensation in a future Application.

In relation to the heat issue, I find the tenant has failed to provide any evidence of any problems related to the heating system and as the landlord has testified that the rental unit is registering with temperature of 24° I dismiss this portion of the tenant's Application.

Conclusion

For the reasons noted above I find the tenancy will remain in full force and effect. In addition, I order the landlord to comply with the requirements under the *Act* for entry to the rental unit as noted above.

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: February 06, 2013



R. Maddia, Arbitrator
Residential Tenancy Branch



Residential Tenancy Branch

RTB-136

Now that you have your decision...

All decisions are binding and both landlord and tenant are required to comply.

The RTB website (www.rto.gov.bc.ca) has 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 corrected:
Fact Sheet RTB-111: *Correction of a Decision or Order*
- How and when to have a decision or order clarified:
Fact Sheet RTB-141: *Clarification of a Decision or Order*
- How and when to apply for the review of a decision:
Fact Sheet RTB-100: *Review Consideration of a Decision or Order*
(Please Note: Legislated deadlines apply)

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

- Toll-free: 1-800-665-8779
- Lower Mainland: 604-660-1020
- Victoria: 250-387-1602

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

Residential Tenancy Branch

#RTB-136 (2011/07)



OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: R.T.B + NOW Canada FROM: Barb Morgan
FAX: -1 866 341 1269 PAGES: 3
PHONE: DATE: Feb 4.13
RE: Evidence hearing CC: s.22
No. 535957

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Comments:

Please find attached the tenant's submission
(not evidence) for the above noted hearing.

Also note: evidence was submitted via fax
to both the RTB + the respondent on
January 24.13. Unfortunately, it was sent in
with the wrong file number (539957).

It should have been sent in as file #
535957 also.

Our apologies.

This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

Okanagan Advocacy & Resource Society (OARS)

#104 – 1455 Ellis Street Kelowna, BC V1Y 2A3
Phone: (250) 979-0201 Fax: (250) 979-0275
Email: oars@telus.net

February 4, 2013

TENANT'S SUBMISSION

RE: s.22 v. NOW Canada Society

File # 535957

Facts

1. s.22 the tenant, entered into a tenancy with the NOW Canada Society, landlord, in April 2011. The original tenancy agreement attempted to create a fixed-term tenancy, and was 7 pages long, plus an addendum.
2. Subsequent tenancy agreements have been signed, again with 7 pages and an addendum.
3. The most recent tenancy agreement was signed on December 10, 2012, for a one month term of January 1, 2013 to February 1, 2013.

Does the tenancy agreement in itself require vacant possession at the end of the term?

4. The relevant text in the most recent tenancy agreement reads:
"This tenancy starts on 01/01/13 for a fixed length of time: 1 months ending on 01/12/13. At the end of this length of time the landlord may extend the tenancy for another fixed term length."
5. Section 13(2)(B) of the Residential Tenancy Act (RTA) provides that where a tenancy agreement establishes a fixed term tenancy, the agreement must also specify "whether the tenant must vacate the rental unit on that date" (emphasis added).
6. Section 44(1)(b) of the RTA provides that a fixed term tenancy ends only if "the tenancy agreement provides that the tenant will vacate the rental unit on the date specified at the end of the tenancy" (emphasis added).
7. Section 44(3) of the RTA states: "If on the date specified as the end of a fixed term tenancy agreement that does not require the tenant to vacate the rental unit on that date, the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy

● Page 2

February 4, 2013

agreement as a month to month tenancy on the same terms." (emphasis added).

8. The tenant's agreement states "the landlord may extend the tenancy," and nowhere in the agreement does it explicitly state that the tenant will need to vacate the unit at the end of the tenancy period of February 1, 2013. Therefore, it appears the agreement does not comply with either section 13(2)(B) or section 44(1) of the RTA. Therefore, tenant submits there is a month to month tenancy via section 44(3) of the RTA.
9. Furthermore, it is important to note that section 14 on page 4 of the tenancy agreement sets out specific terms for a tenant's residency once a month to month tenancy has crystallized. The inclusion of this section in the tenancy agreement suggests month to month tenancies were in the contemplation of the landlord before entering into agreements with tenants.
10. The tenant submits that the current tenancy agreement has become a month to month tenancy, effective February 1, 2013, under Section 44(3) of the RTA.

Respectfully submitted,

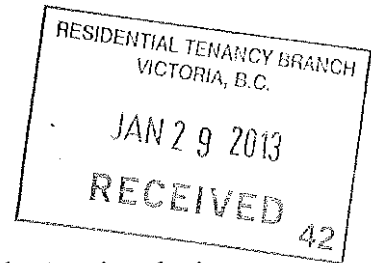


Barb Morgan
Advocate



BRITISH COLUMBIA
The Best Place on Earth

Office of Housing and Construction Standards
Residential Tenancy Branch



Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # ~~539957~~ 535957

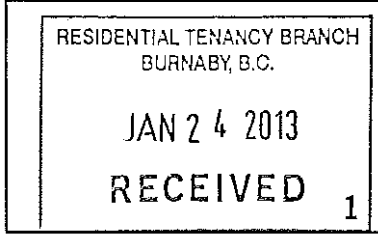
ON TIME ☒
LATE ☐

DRO: MAD LOCATION: VIC

HEARING DATE: Feb 6 '13 TIME: 11:00

RECEIVED BY: MAIL - ☐ HAND - ☐ FAX - ☒ COURIER - ☐
OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☐ TENANT - ☒ NOT PROVIDED - ☐



Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

- Date stamp first page of evidence ☒ Cautioned client rec'd as a copy _____
- Evidence scanned/uploaded to CMS ☒ (IO signature)
- Audit notes entered ☒
- Evidence:
 - Placed in file ☒
 - Placed in DRO basket/slot ☐
 - Faxed to DRO ☐
 - E-mailed to DRO ☐
 - Housemailed to DRO ☒
- Pictures/audio/visual:
 - Placed in file ☐
 - Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES: 34

TOTAL NUMBER OF PHOTOS: 0

Processed and sent to DRO by: STAFF NAME: Chiyo DATE: Jan 25 '13
Month/Day/Year

Placed on file by: STAFF NAME: DATE:

OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: *RTB*

FROM: *Barb Morgan*

FAX: *1 866 341 1269*

PAGES: *Jan 24.13*

PHONE:

DATE: *34*

RE: *EVIDENCE*

CC:

HEARING # 539957

☐ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Comments:

*Please find evidence for the
hearing of Feb. 6/13, file no.
539957.*

Submitted on behalf of the applicant,

s.22

Thank you.

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.

JAN 24 2013

RECEIVED

1

This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

Okanagan Advocacy
& Resource Society
(OARS)

#104 – 1455 Ellis Street Kelowna, BC V1Y 2A3
Phone: (250) 979-0201 Fax: (250) 979-0275
Email: oars@telus.net

January 24, 2013

RE: File no. 539957

Attention:
Residential Tenancy Branch
NOW Canada

BY FAX


Attached please find evidence submitted on behalf of the Applicant,

s.22

Included as evidence –

1. A copy of the Applicant's most recent tenancy agreement with NOW Canada. We draw attention to the fact that there is no reference in the agreement that vacant possession is required at the end of the tenancy. Therefore, it is the tenant's position that the tenancy shall continue on a month to month basis. (pp.1 – 19)
2. Correspondence from a previously scheduled dispute resolution hearing (which was subsequently cancelled) between another Applicant of the same building and this application's Respondent, on the same issue. Please note the tenant named in the previous dispute resolution proceedings has given permission to use this documentation. (pp.20-24)
3. Two Dispute Resolution decisions relevant to the current dispute resolution are also included in the Appendix. We appreciate that these decisions are not binding. However, we believe the reasoning does support the tenant's position. (pp.25 – 32)

Sincerely,


Barb Morgan
Advocate

File # 539957.

ON

Residential Tenancy Agreement

Non-Profit Housing

Fixed Term Contract

(PLEASE PRINT CLEARLY OR TYPE)

A Residential Tenancy Agreement between (use correct legal names)

the landlord

name of landlord

Now CANADA Society

and

the tenant(s)

last name

first name

initial

birth date (dd/mm/yy)

last name

first name

initial

birth date (dd/mm/yy)

last name

first name

initial

birth date (dd/mm/yy)

last name

first name

initial

birth date (dd/mm/yy)

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

s.22 Address: suite, number, street, city, BC, postal code

s.22

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

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

2970 TULL STREET, KEDLOWNA, BC V1Y 8Z5

Phone number

250-763-3876

1. This tenancy agreement consists of the following:

Standard Terms Residential Tenancy Agreement, declaration of income of tenant, and one or more of the following (check as applicable):

☒ List of Additional Tenants and Occupants;☒ Parking Terms;☐ Alternative Accommodation Terms;☒ Crime Free Housing;☒ NOW Canada Policy Addendum

2. Length of the Tenancy (fill in the date in the space provided)

This tenancy starts on: 01/01/13 (dd/mm/yyyy)

for a fixed length of time: 1 month ending on 01/02/13 (dd/mm/yyyy)

At the end of this length of time the landlord may extend the tenancy for another fixed term length.

The tenant's rent for the residential premises is \$ 375.00 per month.

The tenant's rent for the residential premises based on the number of bedrooms in the unit.

was told verbally
for this one did not
have to supply bills or
bank does as
supplied them less
than 2 weeks
prior.

s.22

3. Occupants (other than tenants named above). List all other persons (including those under age 18, including infants) who will occupy the residential premises. Write birth date in the format dd/mm/yy.

last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date

4. What is included in the rent (check only those things that are included and provide additional information, if needed). No furnishings, equipment, or utilities will be provided by the landlord except those checked below.

☐ Water☒ Stove and Oven☒ Window Coverings☒ Sewage Disposal☐ Furniture☐ Electricity☒ Refrigerator☐ Cablevision☒ Garbage Collection☐ Sheets and Towels☒ Heat☒ Carpets☒ Laundry
coin operated☐ Parking on a first come/first served basis,
as arranged

Other facility or service: laundry facility in building available on main floor - \$1.00 per wash cycle and \$1.00 per dry cycle.

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

P.2

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

		Landlord signature <i>Ruby M. Lee</i>	day/month/year 10/12/12
Tenant signature	day/month/year	Tenant signature	day/month/year
Tenant signature	day/month/year		day/month/year 10/12/12

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

P.3

6. Interpretation

- (a) In this tenancy agreement, the following terms have the meaning set out below:
- (i) "BC Housing" means British Columbia Housing Management Commission;
 - (ii) "occupant" means a person listed as tenant, listed as an occupant in section 4 or listed in the List of Additional Tenants and Occupants;
 - (iii) "residential property" means the land and the building in which the residential premises are located;
 - (iv) "RTA" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending successor legislation; and
 - (v) "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.

7. 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.

8. Condition of Premises

The tenant acknowledges that the tenant has inspected the residential premises prior to taking possession and agrees that the residential premises are in good order and repair unless the tenant notifies the landlord in writing of any defect or damage within three days of the start of the tenancy. At the end of this tenancy agreement, the tenant will deliver possession of the residential premises to the landlord in the same condition as at the start of the tenancy, except for reasonable wear and tear.

9. 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 determined on the basis of 30% of the tenant's and occupant's gross monthly household income or such other percentage as shall be determined by applying the 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 10 (b) and is not subject to the RTA.
- (c) If the tenant is eligible to receive a rent subsidy from BC Housing, the tenant agrees to:
 - (i) complete and sign a declaration stating the number of occupants in the residential premises, their names, birthdates, gross incomes and assets on a form provided by the landlord if/when the tenancy is renewed;
 - (ii) provide proof of income and assets with such declaration;
 and that 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. If the rent is late, the landlord may issue a Notice to End a Residential Tenancy to the tenant, which may take effect not earlier than 10 days after the Notice is given.
- (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.

10. 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

Initial, Initial

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

P. 4

(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.

11. Security Deposit

The tenant will pay a security deposit before the date this tenancy starts.

The amount will be : 1 bedroom apartment - \$187.50

2 bedroom apartment - \$285.00

3 bedroom apartment - \$330.00

(a) The landlord agrees

(i) that the security deposit must not exceed one half of the monthly rent payable for the residential premises,

(ii) to keep the security deposit during the tenancy and pay interest on it in accordance with the RTA, and

(iii) to return the security 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 and interest.

(b) The tenant agrees to use the security deposit and interest as rent only if the landlord consents.

12. Occupants and Invited 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 and occupants, including those listed in the List of Additional Tenants and Occupants, if any, are allowed to live in the residential premises 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

failure to comply with these provisions entitles the landlord to end this tenancy agreement, and the following also apply:

(c) The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. However as this building has been established to support women and children, all overnight visitors not listed for tenancy on this agreement must be approved by the Building Manager. Based on a ruling of the Arbitrator at the Residential Tenancy Office in Kelowna dated March 8, 2003, male guests cannot be approved for overnight stay. The ruling states that NO MALES are allowed in the building after 11pm and before 7am, and that this ruling must be enforced by the Building Manager. A minimum of 48 hours prior notice of the overnight guest request must be given to the Building Manager by the tenant. The tenant is aware and understands that all visitors in and out of the building are monitored by security cameras. Violation of this overnight guest policy will result in immediate termination of this Tenancy Agreement. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the RTA.

13. Assign or Sublet

The tenant agrees that:

(a) only approved occupants may use the residential premises as their residence; and

(b) a tenant may not sublet the apartment.

14. Ending the Tenancy

(a) The tenant may end a month-to-month tenancy by giving the landlord at least one month's written notice. The landlord must receive the written notice before the day the rent is due, for the tenant to move out at the end of the following month. This notice must be in writing and must

(i) include the address of the residential premises,

(ii) include the date the tenancy is to end, and

(iii) be signed by the tenant.

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.

Initial Initial

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

- (b) The landlord may end the tenancy only for the reasons and only in the manner set out in the RTA. The landlord must use the prescribed Notice to End a Residential Tenancy form available from the Residential Tenancy Branch.
- (c) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- (d) The tenancy will end at 1:00 p.m. in the afternoon on the last day of the tenancy.
- (e) Once a Notice to End a Residential Tenancy is given by either party, the residential premises 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.
- (f) If the tenant remains in possession of the residential premises 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 residential premises.

15. Repairs

(a) Landlord's Duties

The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety and housing standards required by law. If the landlord is required to make a repair to comply with the above duties, the tenant may discuss it with the landlord. 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 Duties

The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the residential premises and residential property. The tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a willful or negligent act or omission of the tenant or invited guests of the tenant. The tenant is not responsible for reasonable wear and tear to the residential premises.

If the tenant does not comply with the above duties, 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 Residential 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 residential premises or on the residential property. The tenant must promptly report to the landlord any damage, unsafe condition, fault or deficiency in the residential premises, residential property or services, including without limitation leaking water and non-operating smoke detectors. The tenant must replace and pay for any burned-out fuses and light bulbs in the residential premises and leave the same in the residential premises when vacating.

(c) Emergency Repairs

The landlord must post the name and telephone number of the designated contact person for emergency repairs. The tenant must make at least two attempts to notify the person designated by the landlord, and give a reasonable time for completion of the emergency repairs by the landlord.

If the emergency repairs are still required, the tenant may undertake the repairs, and deduct the cost from the next month's rent, provided a statement of account and receipts are given to the landlord. The landlord may take over completion of the emergency repairs at any time.

Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:

- (i) major leaks in the pipes or roof,
- (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- (iii) repairs to the primary heating system, and
- (iv) defective locks that give access to the residential premises.

16. Locks

- (a) Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to the residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property. A tenant may not change locks to the apartment.
- (b) The tenant agrees not to make extra keys for any lock in the residential premises or residential property, except with the prior written consent of the landlord. If the tenant is locked out of the residential premises and the residential premises are 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. A \$10.00 (Ten Dollars) deposit will be required for each security tag issued to the tenant.

17. Entry of Residential Premises by the Landlord

- (a) For the duration of this tenancy agreement, the residential premises are the tenant's home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the residential premises.
- (b) The landlord may enter the residential premises only if one of the following applies:
 - (i) the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time no less than 24 hours and no more than 30 days,
 - (ii) there is an emergency;

In/Val Initial

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

P.6

- (iii) the tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
 - (iv) the tenant has abandoned the residential premises;
 - (v) the landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;
 - (vi) the landlord is providing maid service to a hotel tenant at a reasonable time.
- (c) If a landlord enters the residential premises illegally, the tenant may apply for an Arbitrator's Order under the RTA, to change the locks for the residential premises and keep the only key. At the end of the tenancy, the tenant must give the key to the residential premises to the landlord.

18. Extended Absence from Residential Premises

If the tenant is eligible for a rent subsidy and if the tenant is absent from the residential premises 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.

19. Parking

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

- (a) the tenant may park only operative, licensed and insured vehicles in such areas;
- (b) the tenant must obtain the prior written consent of the landlord to park full-sized trucks, recreation vehicles, commercial vehicles, boats or trailers in such areas;
- (c) the tenant must remove any vehicle leaking oil or other fluids;
- (d) a guest may park only in designated visitor parking areas; and
- (e) the landlord may tow away, at the tenant's expense, any vehicles improperly parked or parked in a manner contrary to this tenancy agreement.

20. Pets

No Pets are allowed in the apartments.

21. Conduct

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

22. Use of Premises

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

23. 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 residential premises 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 residential premises or the residential property;
- (c) make any structural alterations to the residential premises or the residential property;
- (d) paint, paper, carpet or decorate the residential premises 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 residential premises or on the residential property; or
- (g) use any other drapes, curtains and curtain rods except those that have been supplied by the landlord.

24. 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 give a Notice to End the Tenancy or both.

25. Waterbeds, Oxygen Equipment, etc.

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

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

Initial	Initial
---------	---------

s.22

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

P.7

26. 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 an 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.

27. Storage

The tenant must not store any 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.

28. 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.

29. Moving

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

30. 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 residential premises 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 from alterations or repairs to the residential premises or services to the residential premises. During repairs to the heating facilities the landlord will not be obliged to furnish heat.

31. 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 duty under the RTA or a regulation made under that Act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the RTA or a regulation made under that Act, the term of this 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 tenant and must be reasonable. If a change is not agreed to in writing, is not initialed by the landlord and tenant or is not reasonable it is not enforceable.

32. Landlord's Obligation to Give Tenancy Agreement to Tenant

In order for the landlord to insist on the performance of the tenant's obligation to pay rent under the tenancy agreement, the tenant must receive a copy of this agreement promptly, and in any event not later than 21 days after the agreement was entered into.

33. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the RTA a tenant has the right to apply for arbitration to resolve a dispute.

34. Breach of Tenancy Agreement

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.

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.

Returned and not sufficient funds (N.S.F.) cheques are subject to a minimum service charge of \$20.00 each, or the then current rate charged for such services by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, whichever is more.

35. Mandatory Provisions

All bolded provisions are terms that must be included in a tenancy agreement as required by the Tenancy Agreement Regulation (B.C. Reg. 49/98) pursuant to the RTA.

Initial Initial

s.22

P.8

NOW CANADA SOCIETY

Family/Resident Composition

s.22

Building Name	Unit #	s.22	Move-In Date	01/01/13	Home Telephone	s.22
Surname	s.22	Given Name	s.22	S.I.N. # (Optional)	Work Telephone	
Mailing Address			Postal Code	s.22	Cell Phone	

s.22

FAMILY COMPOSITION

FIRST NAME(S)	BIRTHDATE	FIRST NAME(S)	BIRTHDATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VEHICLE INFORMATION

s.22

CONFIDENTIAL INFORMATION
PROVIDE MEDICAL INFORMATION FOR EMERGENCY USE ONLY

s.22

ADDITIONAL COMMENTS: (e.g. Medical, disabilities, allergies)

s.22

NOW CANADA SOCIETYResidential Tenancy Agreement Addendum**Crime Free Housing**

p.9

In consideration of the execution or renewal of a Residential Tenancy Agreement of the residential property identified in the Residential Tenancy Agreement, Landlord and Tenant agree as follows:

The tenant (s), any occupant of the tenant (s) household, and any persons invited onto the residential property or residential premise by the tenant (s) or any member of the tenant's family shall not engage in any criminal activity on the premises or property including, but not limited to:

- (a) any drug-related criminal activity
- (b) solicitation (sex trade workers, sex trade recruitment and related nuisance activity)
- (c) street gang activity
- (d) assault or threatened assault
- (e) unlawful use of a firearm
- (f) any criminal activity that threatens the health, safety or welfare of the landlord, other tenants or persons on the residential property or residential premises.

VIOLATION OF THE ABOVE PROVISIONS, WHICH FORM A REASONABLE AND MATERIAL TERM OF THE RESIDENTIAL TENANCY AGREEMENT, SHALL BE GOOD CAUSE FOR A NOTICE TO END A TENANCY.

A single violation of any provisions of this addendum shall be deemed a serious violation and material non-compliance with the Residential Tenancy Agreement. It is understood and agreed that a single violation shall be good cause for a notice to end a Residential Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Residential Tenancy Agreement, the provisions of this addendum shall govern.

This Residential Tenancy Agreement addendum is incorporated into the Residential Tenancy Agreement executed or renewed this day between Landlord and Tenant.

s.22

(TENANT SIGNATURE)

10/12/12
(DATE)

(TENANT SIGNATURE)

(DATE)

(TENANT SIGNATURE)

(DATE)

(TENANT SIGNATURE)

(DATE)

(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

Dec 10 / 2012
(DATE)

Property Address:

Property Ref.

#

s.22

NOW CANADA SOCIETYResidential Tenancy Agreement Addendum 2**Tenants Responsibilities**

P. 10

NOW CANADA SOCIETY is committed to providing safe and affordable housing for all tenants. The Residential Tenancy Act, Section 36, states that a notice to end tenancy for just cause can be given if:

(1) (a) the conduct of the tenant or of a person permitted in or on the residential property or residential premises by the tenant, has resulted in the enjoyment of other occupants in the residential property being unreasonably disturbed.

(1) (f) the safety or other lawful right or interest of the landlord or other occupant in the residential property has been seriously impaired by an act or omission of the tenant or of a person permitted in or on the residential property or residential premises by the tenant.

It is the responsibility of the parents residing with NOW Canada to ensure their children are supervised and well behaved at all times. This specifically applies to the use of the common area(s) of the complex. The common area includes the common room, the play area, the green space and the parking lot.

NOW Canada will not tolerate:

- Aggression or threat of aggression towards children, adults or animals.
- Swearing by adults or children.
- Vandalism to buildings, property, vehicles or other tenant's possessions.

Children must be supervised. They must understand that if they misbehave or cause problems they are jeopardizing their family's tenancy. If problems of a legal nature arise, the RCMP will be contacted.

If you require assistance dealing with a child or family relationships or parenting, contact the building manager for a schedule of upcoming parenting classes to be held on site.

s.22

(TENANT SIGNATURE)

(TENANT SIGNATURE)

(TENANT SIGNATURE)

(TENANT SIGNATURE)

(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

10/12/12
(DATE)

(DATE)

(DATE)

(DATE)

Dec 10/2012
(DATE)

Property Address:

Property Ref.

#

s.22

P.11

NOW Canada AFTER HOURSEMERGENCY MAINTENANCE PROCEDURES

The following is a list of categories that constitute an emergency after hours.

In case of emergency, call the Emergency Cell at 979-8360, Monday to Friday between 4:30 pm – 8:30 am, or on Saturdays, Sundays and Statutory Holidays.

- | | |
|------------------------------|---|
| 1. FLOOD caused by | a) Sewer back up
b) Burst hot or cold <u>main</u> water lines
c) Valve(s) unable to close manually
d) Elements of nature |
| 2. NO HEAT (in cold weather) | a) Tenant heating unit
b) Common areas |
| 3. NO ELECTRICITY | a) Tenant dwelling unit
b) Entire building
c) Discomfort of tenant |
| 4. GLASS BREAKAGE | a) Where damage will occur to property
b) Where there is a security concern
c) Discomfort of tenant |
| 5. ROOF LEAKS | a) Leaks where the tenant cannot contain water leakage
b) Where further damage may occur |
| 6. NO HOT WATER | a) Discomfort of tenant |
| 7. PLUGGED TOILET | a) Where there is no other washroom facility available - common washroom |

FOR FIRE, POLICE OR AMBULANCE,

CALL 911 TO REPORT EMERGENCIES
REQUIRING IMMEDIATE RESPONSE.

P.12

NOW CANADA SOCIETY
PARKING POLICY

Any vehicle operating or parking on the grounds of a NOW Canada managed property will be subject to the following conditions:

1. All tenants must have their vehicles registered with NOW Canada.
2. Vehicle must have current registration, license and insurance - a copy must be provided.
3. Unless authorized to do so, tenants must not park in designated parking spaces.
4. Tenants must only park in the tenant under building parking and not in the staff parking area.
5. If no spaces are available tenants will have to park off site.
6. Vehicle must be maintained in a safe operating condition.
7. Vehicle must not make excessive noise.
8. Vehicle must be operated in a safe manner.
9. Vehicle operator is responsible to clean any fluid leaks ASAP.
10. Repairs to vehicles will not be performed on the property.
11. Due to limited availability of parking, tenant guests must park off site.
12. Vehicle will not exceed 1-ton capacity - no trailers or motor homes.
13. Vehicle must be able to start and be moved upon request.

s.22

Signed

Date

10/12/12

p.13

NOW CANADA SOCIETY

NOTICE TO TENANTS

HOUSEHOLD INSURANCE

NOW Canada does not insure your personal belongings for loss or damage.

For example:

- If a fire should occur.
- Appliance breakdown.
- Plumbing leak or heating system failure.
- Your suite is broken into, causing loss or damage to your personal possessions.
- ANY similar circumstances.

It is your responsibility to have adequate insurance coverage for the contents of your suite.

UTILITIES

You are responsible for having your utilities connected.

This includes:

- Electricity
- Cable
- Telephone

LOST KEYS AND LOCK OUTS

The procedure for lost keys and key fobs, and building lockouts are as follows:

If you find yourself locked out of the building - call the NOW Canada Society office at 763-3876, Monday to Friday from 8:30 a.m. to 4:30 p.m. During evenings, weekends or holidays, you may call the NOW Canada Emergency cell for assistance. If you need to call the cell for assistance, you will be charged a \$25.00 call-out fee. If your keys are lost and you request replacement keys, you will be charged for the cost involved for key and key fob replacement, as well as re-keying of locks if you feel this is necessary. Replacement of keys generally costs app. \$20, and re-keying of locks generally costs app. \$15 - \$20 per lock.

Keep this notice for future reference

P.14

NOW CANADA SOCIETY

IMPORTANT NOTICE

WCB Smoke-Free Environment Regulations

The issue of second-hand smoke has been the topic of much recent discussion, and has resulted in regulations from the Worker's Compensation Board (WCB). These regulations address the effect of second-hand smoke on individuals who are required to work where second-hand smoke is present.

All employers in British Columbia, including BC Housing, are required to implement these regulations. Effective January 1, 2000, the smoke-free environment regulations (Parts 4.81 and 4.82) required that:

- 1) Employers do not subject their staff, except in emergency situations, to second-hand smoke, and
- 2) Smoking is no longer permitted in public areas where staff has to perform work duties. This includes entrance ways, stairwells, lobbies, laundry rooms, lounges and hallways.
- 3) NOW Canada requests that tenants do not smoke in their apartments and ask for your cooperation when maintenance repairs and other property management services are provided by our staff. If you or the other occupants of your unit are smokers, ensure your suite has been aired so that no traces of smoke remain. We also ask that you do not smoke while our staff is present.

Our staff has been advised they are not to enter any environment for the purpose of working that contains noticeable second-hand smoke, except in the case of an emergency.

We ask for your full co-operation in helping us to maintain a healthy environment.

P.15

NOW CANADA SOCIETY
CHILDREN-ABUSE and NEGLECT

Legal Duty to Report

Anyone who has reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to specific circumstances outlined in the Child, Family and Community Services Act, is legally responsible under that act to report the matter to a child protection social worker. In British Columbia, a child is anyone under the age of 19.

The duty to report applies to everyone including NOW Canada employees tenants and visitors to the building.

You can report your suspicions to the local Ministry office during business hours on 250-712-7586 or after hours on 250-310-1234 - also Children's Helpline 250-310-1234.

- It doesn't matter if you believe someone else is reporting the situation, you still have to report.
- It doesn't matter if you're aware that a child protection social worker is already involved with the child, you still have a duty to report the matter. All new incidents must be reported as well.
- The legal duty to report overrides any duty of confidentiality.
- Time is of the essence in ensuring the safety and well-being of children. Report immediately.
- Do not contact the alleged perpetrator. This is the responsibility, of the police, or the child protection worker.

If you suspect a child is being abused/neglected, please talk to a NOW Canada staff member or contact the numbers above.

s.22

Signed

Date

10/12/12

NOW CANADA SOCIETY**Move-Out Requirements**

Please arrange for the following to be done before our Building Manager completes the Move-Out Inspection with you:

INTERIOR:

1. Wash all cupboards ~ inside and out.
2. Wash all windows ~ inside.
3. Wash all window channels and sills.
4. Wash all light fixtures.
5. Wash all painted, varnished and plasticized doors, trim & woodwork.
6. Wash all bathroom fixtures
7. Wash all linoleum floors.
8. Wash all walls.
9. Wash all blinds and hardware.
10. Vacuum all carpets ~ there must be no loose debris remaining.
11. Wash all ceiling/wall registers and fan grills.
12. Wash the refrigerator ~ inside and out.
~Please de-frost but DO NOT shut off power or unplug.
13. Run self clean cycle of range stove.
14. Ensure that the 2-piece broiler pan is left in the drawer at the bottom of the stove.

REPAIRS:

1. Make a list of nail holes in walls, etc. to be repaired upon move-out.
2. Replace any burnt bulbs or damaged light fixtures with energy efficient bulbs.
3. Vacuum and clean carpets.

OUTSIDE:

1. Sundeck or patio area is to be cleaned.
2. No refuse to be left inside or out. Use garbage and recycle bins provided on site.
3. Take all large refuse items to the landfill.

KEYS:

1. Turn all keys (door lock, mailbox, medicine drawer, and security key fob) over to the Building Manager prior to leaving. Do not leave keys inside the unit.

MAIL:

1. Have your mail forwarded to your new address. You will not have access to your mailbox after you move out.
2. Provide NOW Canada Society with your forwarding address for future correspondence.

UTILITIES:

1. Arrange for disconnection of your hydro, telephone, and TV cable. Have the final bills forwarded to your new address.

NOTE: If your unit is not left clean and in acceptable condition, you may be responsible for charges involved in preparing the unit for occupancy by the next tenant.

Thank you for your cooperation.

NOW CANADA SOCIETY

P.17

s.22

This building has been constructed to LEED Gold standards - it is your environmentally friendly new home and we want to try and do our best to support the environmentally friendly status that has been created for us. As well, we want everyone to feel secure in their apartments and be good neighbours to those who live near us. Therefore we ask you to follow the points below:

- Only patio furniture be used on decks (no couches or lounge chairs);
- No BBQs are allowed on decks - due to the fire hazard and potential of melting the siding;
- Tenants cannot paint their apartments;
- If smoking on your deck, please make sure you extinguish your cigarette in a suitable container;
- Please be mindful of making excessive noise - it will disturb your neighbours;
- An H2O cleaner will be provided in each apartment for cleaning the linoleum flooring.....detergent is not necessary and must not be used;
- There will be vacuum cleaners available to borrow. Please clean them out before returning them so they are ready for the next tenant;
- Energy efficient light bulbs must be used;
- Please make sure all garbage and recycling are placed right inside the bins and not left hanging out or on the ground;
- Recycle everything you can!
- Do not leave your laundry in the machines - when you have finished using the washers and dryers, take out your laundry so others can start theirs;
- Please do not let anyone into the building apart from your own guests;
- You must go down and meet your guests - do not give out your keys to them;
- If you notice anything is not working or broken, please contact the Building Manager;
- If are concerned about the safety and security of the building, contact the Building Manager or call the Emergency Cell - 250 979 8360.

P.18

Everyone at NOW Canada wants to create a safe, secure and welcoming home for tenants -
with everyone working together we can certainly achieve this!

Please could you sign this to confirm you have read our expectations.

Signer.....s.22.....Date.....10/12/12.....

Print Name.....s.22.....

p.19

NOW CANADA SOCIETY

FOLLOW CARE AND HEALTHY LIVING PROGRAMS AND APARTMENT EXPECTATIONS

NOW Canada is proud to offer women with and without children who have a proven financial need, the opportunity to live in affordable housing. The Society offers a selection of 1, 2 and 3 bed apartments in two buildings in Kelowna. In order to keep the apartments safe for residents, the following conditions are required of all tenants:

- These are drug and alcohol free apartments - if potential tenants have experienced addictions, a minimum of 10 months clean time is required before tenancy will be considered;
- There are no men allowed in the apartments between 11p.m. and 7a.m.;
- No pets are allowed in the apartments;
- Smoking is not allowed in the common areas and NOW Canada strongly encourages tenants not to smoke in their apartments.

As funding permits, NOW Canada offers a variety of supports to its tenants including trauma therapy, monthly food vouchers, Christmas gifts, referrals, one-on-one support, budgeting, financial aid etc. All these support fall under our Follow Care or Healthy Living Programs.

In order to receive these supports, all tenants are required to meet the following eligibility requirements:

- Must be drug and alcohol free;
- Be willing to undergo random drug screening. For tenants who work full-time (Monday - Friday) and are unable to come to the NOW Canada office, a NOW Canada staff person will go the apartments to conduct the test.
- Must sign this form in agreement of the above conditions.

I understand that by signing this form, I am agreeing to the terms set out above.

Print name:...

s.22

s.22

s.22

Date:

10/12/12

For Society use:

Apartment: #..

s.22

..

s.22

Yes/No

Yes/No

P. 20

now
canada
society

2970 Tuff Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

February 23, 2012

Re: Dispute Resolution Hearing
File No. 78222

Dear s.22

This notice is to advise you that we will not be attending the above mentioned hearing that was scheduled to take place on February 27, 2012 at 11:00am.

We agree that you are on a month-to-month tenancy agreement.

Sincerely,

pp. Buckley

Liz Talbot
Executive Director
Cc Residential Tenancy Branch

now
canada
society

2970 Yutt Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876

Fax: 250 868 3876

e-mail: info@nowcanada.ca

P.21

Okanagan Advocacy and Resource Society
#104 - 1455 Ellis Street
Kelowna
BC V1Y 2A3

January 30 2012

Dear s.22

Further to your letter dated January 19th (received in our office on January 24, 2012), in the absence of an authority for release of information, I am not able to speak specifically about s.22 but am able to speak generally with regards to some of the reasons why we may end or not renew a tenancy agreement:

- As you aware, we are a drug and alcohol free building and we do not allow men in the building from 11pm – 7am. Failure to comply with the above could result in a contract tenancy agreement being terminated or not being renewed.
- If the Tenant ceases to qualify for the rental unit we may elect to serve a notice to end the tenancy under Section 49.1 of the Residential Tenancy Act, or not renew the tenancy agreement.
- If we had concerns regarding a tenants failure to disclose income, we would refer to the Application for Rent Subsidy Agreement, Point 4 in particular where it states that "The applicant agrees that if they fail to disclose or misrepresent any information requested by the landlord/BC Housing to allow the landlord/BC Housing to determine the applicable Tenant Rent Contribution or for audit purposes, such failure or misrepresentation will allow the landlord to end the applicants right to occupy the premises". In addition, NOW Canada reserves the right to complete a financial audit on any tenant if they feel that there is cause to do so.

★ Thank you for the information you provided in your letter. With regards to a fixed term tenancy, our contracts state the start date, the end date and the length of tenancy. In addition they state "The tenancy will end at 1.00pm in the afternoon on the last day of the tenancy". (14.d). Our expectation is that any tenant in receipt of a fixed term tenancy agreement requiring them to vacate the unit at the end of the term would do so." ★

Finally, although the information supplied regarding Dispute Resolution was interesting to read, this does not set precedence for further Residential Tenancy Dispute applications as each case is considered on an individual basis.

P.22

In future, should you wish to speak with us about a particular tenancy, please be advised that we will require you to provide us with an authority signed by the tenant, authorizing us to release information regarding their tenancy or enter into discussions with you.

Sincerely

Liz Talbott

Liz Talbott
Executive Director
NOW Canada Society



**now
canada
society**

2970 Tutt Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876

Fax: 250 868 3876

e-mail: Info@nowcanada.ca

P.23

s.22

January 30, 2012

Dear s.22

This is to confirm that NOW Canada will not be renewing your tenancy agreement, which expires on March 1, 2012.

As stated in your tenancy agreement, you are expected to have vacated the accommodation by 1pm on this date. Please could you let me know when you will be available on that date to do a 'walk through' of the apartment so we can process your damage deposit.

For your information, we have a list of other affordable housing options at reception. As well, Kelowna Community Resources (250-763-8008) may be able to provide you with additional information.

Sincerely

Ruby Scott
for Ruby Scott
Building Manager
NOW Canada Society

now
canada
society

2970 Tull Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

P.24

s.22

January 16, 2012

Dear s.22


Further to our meeting on Friday, this is to confirm that your contract for tenancy will not be renewed.

We have discussed the questions and comments that arose at our meeting with BC Housing and believe the contract is correct - it uses the wording in the Residential Tenancy Branch's agreement.

Therefore your tenancy with NOW will end on 1st March 2012. I will be in touch with you nearer the time to arrange a walk-through of your apartment.

For your information, we have a list of other affordable housing options at reception. As well, Kelowna Community Resources (250-763-8008) may be able to provide you with additional information.

Sincerely



Ruby Scott
Building Manager
NOW Canada Society

File # 539957

Appendix

P.25



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, LRE, FF

Introduction

This hearing dealt with an application by the tenant for an order setting aside a notice to end this tenancy and orders compelling the landlords to comply with the Act and setting conditions on the landlords' right to enter the rental unit.

The tenant and the landlord all appeared at the hearing and the tenant was represented by T.R. who represented himself as a lawyer but clarified that the tenant had not formally retained his firm to represent her.

Issue to be Decided

Should the notice to end tenancy be set aside?

Should the landlords be ordered to comply with the Act?

Should the conditions be imposed on the landlords with respect to their right to enter the rental unit?

Background and Evidence

The parties agreed that this tenancy began on January 1, 2011. The tenancy agreement consisted of a letter which both parties signed. The letter provided in part that "The full rental period will be for from [sic] January 1, 2011 not before noon, to August 31, 2011 noon".

The landlords took the position that the tenancy was for a fixed term ending on August 31, 2011. In July, the parties began exchanging emails in which the tenant asked to stay beyond August 31 and the landlords insisted that the tenancy would end on August 31. The tenant advised the landlords that she believed that she had a month to month tenancy.

The tenant testified that when the landlords insisted that the tenancy would end on August 31, she asked her cousin, T.R., to speak with the landlord on her behalf. T.R. testified that he telephoned the landlords who indicated that they believed the tenant

File # 539957

Appendix

Page: 2

P.26

was using the address of the rental unit for immigration purposes and suggested that she was misrepresenting herself to immigration authorities. They then threatened to report the tenant to immigration authorities. T.R. advised the landlords that such a report would be a criminal act and that it amounted to extortion. The landlords thereafter refused to speak with T.R.

On July 15 the landlords attended at the rental unit pursuant to a written notice of entry. They stated that they intended to address plumbing problems. The tenant insisted that she had not complained of plumbing issues apart from a slow drain in the bathroom. At that meeting, the female landlord asked the tenant to sign documents advising the tenant that her tenancy would be terminated on August 31, 2011. The tenant refused to sign those documents. The tenant testified that as one of her witnesses was reading the documents, the female landlord pushed the tenant away from the witness.

T.R. characterized the female landlord's actions as a criminal assault. The tenant testified that she telephoned the police on July 15, but no charges were laid and she was advised by the police to address her issues with the landlord through the Residential Tenancy Branch.

The landlords denied having pushed the tenant and testified that she had an extreme emotional reaction to having been served with documents on July 15. The tenant testified that she suffers from a medical condition which is aggravated by stress, which is why she had arranged for witnesses to be present when her landlords attended at the rental unit and why she had arranged for T.R. to deal with the landlords on her behalf.

T.R. attempted to communicate with the landlords via email, but received no response from the landlords. The landlords testified that they set their email rules to direct email from T.R. to their "spam" folder as they were only willing to communicate with the tenant.

The parties agreed that on July 22 the landlords served the tenant with a one month notice to end tenancy for cause (the "Notice") which alleged that the tenant had breached a material term of the tenancy agreement. The landlords confirmed at the hearing that the material term in question was the end of tenancy date as expressed on the tenancy agreement.

The tenant seeks to set aside the Notice and further seeks orders directing the landlords in how they interact with the tenant. Specifically, the tenant seeks an order forbidding the landlords from resorting to what she perceives as harassment, compelling

File # 539957

Appendix

Page: 3

P.27

the landlords to communicate with T.R. rather than directly with the tenant and prohibiting the landlords from attending at the rental unit unless T.R. is in attendance.

Analysis

Section 13(2)(B) of the Act provides that where a tenancy agreement establishes a fixed term tenancy, the agreement must also specify whether the tenant must vacate the rental unit at the end of the fixed term. In this case, no such provision was included in the tenancy agreement. Section 44(3) of the Act provides that where the tenant is not required to vacate on the last day of the fixed term, the parties are deemed to have renewed the tenancy agreement on a month to month basis.

I find that the tenancy becomes a month to month tenancy on August 31 and that the tenant cannot be compelled to vacate the rental unit on August 31. I find that because the tenant is not required to vacate the unit at the end of the fixed term, she has not violated a material term of the tenancy agreement and accordingly I order that the Notice be set aside and of no force or effect. As a result, the tenancy will continue.

It would appear that most of the conflict arising between the parties occurred as a result of the landlords' misunderstanding of the end of the tenancy. I do not accept that the landlords' repeated correspondence to the tenant advising her of their position with respect to the end of the tenancy amounts to harassment. The tenant was free at all times to apply to the Residential Tenancy Branch for a determination as to the status of her tenancy and when served with the Notice, was able to make her application to dispute the Notice. I do not accept that the landlords' statement in the July 14, 2011 letter that "It is not my responsibility to aid you in your request for immigration to Canada" amounts to extortion, nor is their suggestion that they might report the tenant to the authorities.

I do not accept that the landlords' attendance at the rental unit was made under the false pretence of addressing plumbing issues. The landlord had subsequently attempted to return to finish plumbing issues and I find it entirely possible that there may be plumbing issues of which the tenant is unaware.

I accept that the female landlords' actions on July 15 were unnecessarily aggressive. Although she denied having pushed the tenant, I note that the male landlord did not dispute that he had to restrain his wife on that date. I also had the opportunity to observe her demeanour during the hearing and noted that she repeatedly interrupted others including her husband when they were trying to speak and that she used dramatic body language in frustration. The male landlord tried unsuccessfully to

File # 539957

Appendix P.28

Page: 4

restrain her during the hearing and I accept that her behaviour is sufficiently unpredictable so as to create an excessively stressful situation should she have to deal with the tenant in a conflict.

I accept that due to her medical condition, the tenant is unusually susceptible to stress and I find that the landlords have an obligation to communicate with her in a manner that will not create unnecessary stress. While it may not be possible to avoid disagreement between the parties, it is important that they make an effort to engage each other in a calm and courteous manner.

The tenant acknowledged that she did not have difficulty dealing with the male landlord and I see no reason to place any restrictions on his ability to enter the rental unit. However, I find that the female landlord should not have contact with the tenant until such time as a condition inspection of the rental unit must take place at the end of the tenancy. I order that the female landlord not have in person or telephone communication with the tenant until the end of the tenancy, at which time she may participate in an inspection provided that the male landlord is also present. The tenant is welcome to have an agent of her choosing, including T.R., present at that time. The female landlord may communicate via email as I can see no evidence that her emails to the tenant have been inappropriate or abusive.

I direct the parties and their agents to communicate with each other in writing except in the event of an emergency where written communication is not possible. The landlords may serve written communications on the tenant through the personal service by the male landlord or via email to either the tenant or to T.R. I see no evidence that receipt of email has been overly taxing on the tenant and I see no reason why the landlords' ability to email her directly should be interfered with. The tenant is free to pass on those communications to T.R. should she wish to do so.

The tenant had asked that I order that the landlords not attend at the rental unit unless T.R. is present. During the hearing, T.R. repeatedly interrupted others, including me, was verbally combative, generally disrespectful of the hearing process and had to be repeatedly reminded that it was not his role to direct the process. I believe it is possible for T.R. to be an effective agent for the tenant and as she wishes him to act in that capacity, it is inappropriate for me to interfere with that appointment. However, it is understandable why the landlords do not wish to deal with T.R. and as his availability to attend at the rental unit is somewhat limited due to his work schedule, I find that it would be overly restrictive to limit the landlords' right of access to times when T.R. is available. The landlords are free to exercise their statutory right to access the rental unit provided

File # 539957

Appendix

p. 29

Page: 5

they serve the tenant with adequate notice and provided that the female landlord does not attend except as outlined above.

I remind the tenant that under the Act, the landlords are required to provide 24 hours written notice of entry and that apart from scheduling a condition inspection of the unit at the end of the tenancy, they are not required to find a time that is mutually agreeable to both parties. The fact that in the past the landlords have adapted their schedules to suit the tenant is a testament to their desire to work cooperatively with the tenant and I would encourage the landlords to maintain that cooperative spirit.

I note that the landlords indicated that they refuse to deal with T.R. in the future. I can appreciate that if T.R.'s behaviour on the telephone with the landlords was similar to his behaviour in the hearing, he might have been difficult to communicate with in the past. However, the tenant is entitled to appoint an agent to represent her. I have already directed that the parties and their agent restrict themselves to written communications during the tenancy and I note that T.R.'s email correspondence has for the most part been appropriate and I see no reason why he cannot continue to communicate with the landlords via email. The tenant has already appointed T.R. as her agent and appropriately advised the landlord that he would be acting in that capacity. The landlords therefore ignore his communications at their own peril as they are effectively ignoring the tenant's communications by refusing to read T.R.'s emails. The tenant may also choose another agent should she wish to do so, but must advise the landlords in writing of that agent's name and contact information prior to that agent contacting the landlords.

As the tenant has been substantially successful in her application, I find that she is entitled to recover the \$50.00 filing fee paid to bring the application. The tenant may deduct this sum from future rent owed to the landlord.

Conclusion

The Notice is set aside and future interactions between the landlords and the tenant are governed by the orders as outlined above. The tenant may deduct \$50.00 from a future rental payment.

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: August 26, 2011

File No 534957

Appendix

**Dispute Resolution Services**

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

p. 30

DECISION**Dispute Codes** CNC, FF**Introduction**

This hearing dealt with the landlord's Application for Dispute Resolution for an order of possession based upon cause and to recover the filing fee.

The landlord's agents and tenant appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, to make submissions to me and respond each to the other.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issue(s) to be Decided

Is the landlord entitled to an order of possession for the rental unit and to recover the filing fee?

Background and Evidence

Although the tenant has been a resident/tenant since March 1, 2007, this particular tenancy began on May 1, 2011, the tenancy agreement stated that the tenancy was for a fixed term of five months and was to end on September 30, 2011. The monthly rent is \$385.00 and the tenant paid a security deposit of \$172.50 on February 21, 2007.

Regarding the fixed term, section 5 of the tenancy agreement entered into evidence by the landlord stated:

"RENTAL PERIOD AND TERMS OF THE TENANCY

The tenancy created by this agreement STARTS ON May 01 2011 and
b. continues for a fixed term of 5 months ending Sep 30 2011"

File No. 534957

Appendix P.31

Page: 2

During the testimony, upon query, the landlord's agent could not point to the section in the tenancy agreement stating whether the tenancy, at the end of the fixed term, was to continue as a periodic tenancy, for another fixed term after that date or whether the tenant must vacate the rental unit on that date.

The landlord's agent testified, however, that the landlord was entitled to an order of possession based upon the language that the tenancy was to end on September 30, 2011, and based upon the landlord's letter of May 11, 2011, to the tenant regarding the end of the tenancy.

In response, the tenant stated that he wished to continue the tenancy and that the language in landlord's letter stating that he could terminate the tenancy agreement prior to September 30, 2011, with a one month written notice entitled him to cancel the provision referring to the fixed term.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 44 (1) (b) of the Residential Tenancy Act provides that a fixed term tenancy ends only if the tenancy agreement provides that the tenant will vacate the rental unit on the date specified as the end of the tenancy.

Section 44 (3) states that if a tenancy agreement does not require the tenant to vacate the rental unit on that date specified as the end of the fixed term and the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy on the same terms.

Additionally section 55 (2) states that a landlord may request an order of possession if the tenancy agreement is a fixed term tenancy agreement that provides the tenant will vacate the rental unit at the end of the fixed term.

Upon review of the tenancy agreement, I find the landlord failed to provide that the tenant must vacate the rental unit at the end of the fixed term as required under the Act.

F.11c No 539957

Appendix

p. 32

Page: 3

Conclusion

I therefore find that the landlord is not entitled to an order of possession and I **dismiss their application, without leave to reapply.**

I also find that due to the provisions of section 44 (3) of the Act, this tenancy has been renewed and I **order that it continue on a month to month basis.**

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: October 20, 2011.

Residential Tenancy Branch

Office of Housing and Construction Standards
Residential Tenancy Branch

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.

JAN 30 2013

RECEIVED 42

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

ON TIME ☒

LATE ☐

File # 535957

DRO: MAD

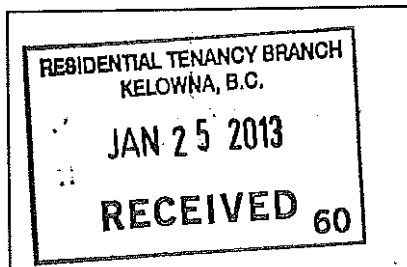
LOCATION: VIC

HEARING DATE: FEB 6/13 TIME: 11:00AM

RECEIVED BY: MAIL - ☐ HAND - ☒ FAX - ☐ COURIER - ☐

OTHER (GA) - ☐ _____

SOURCE: LANDLORD - ☒ TENANT - ☐ NOT PROVIDED - ☐



Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence ☒

Evidence scanned/uploaded to CMS ☒

Audit notes entered ☒

Evidence: Placed in file ☐
Placed in DRO basket/slot ☐
Faxed to DRO ☐
E-mailed to DRO ☐
Housemailed to DRO ☒

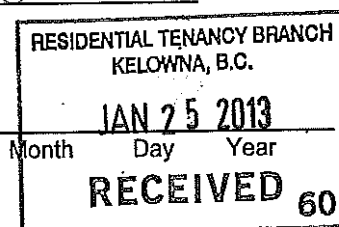
Pictures/audio/visual: Placed in file ☐
Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES (including cover sheet): 36

Processed and sent to DRO by:

STAFF NAME: GSK

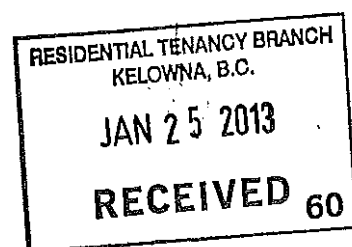
DATE: JAN 25 2013
Month Day Year



Evidence for Dispute Resolution Hearing

Wednesday, February 6, 2013 at 11:00 AM

File No. 535957



Presented by Ruby Scott, on behalf of Now Canada Society.

Telephone, 250-763-3876

CHRONOLOGY OF TENANCY/INCIDENT DOCUMENTATION

Tenant Name/s: s.22

Tenant File No.:

Chronology Completion Date: 25 JAN 2013

Property/Civic Address:

s.22

[illegible]

TN = Tenant Notification form.

NET = Notice to end tenancy.

*Standard/annual declaration of income and assets letters have not been logged here.

Attached is evidence to support the fact that NOW Canada offers a Fixed Term Length Contract which explicitly states a start date, end date and length of duration.

Information is also attached to highlight the attempts that have been made to work with s.22 to help her rectify the health and safety concerns.

New Opportunities for Women (NOW) Canada Society

NOW Canada works with women, youth and children in our community who are vulnerable and at-risk. The majority of our clients present with some form of mental health challenge, and may have experienced addictions and abuse. NOW Canada offers a selection of housing (emergency shelter, transitional housing and affordable, independent living apartments) which are all connected to a variety of programs and services to help women move towards independence so they can reintegrate back into the community as caring and contributing individuals.

Nature of Dispute

Landlord's action sought

Comply with the Act, regulation, or tenancy agreement.

s.22

s.22 is a tenant in s.22 - she moved into the apartments on April 15, 2011. The apartments are operated by NOW Canada, in partnership with BC Housing, and provide an alcohol and drug free environment for women, many with children, who are able to live independently and who have a proven financial need. NOW recognizes that tenants may need some support at times in their lives, therefore tenants enroll in NOW Canada's Healthy Living Program which gives them access to one-on-one tenant support, assistance in attending meetings, financial assistance when unexpected expenses occur, loans as necessary and if approved, access to our Therapy Programs, presents at Christmas, rides to the Food Bank, and activities/workshops as can be arranged.

Tenants are on contract entitled 'Fixed Term Contract' which states:

This tenancy starts on (dd/mm/yyyy) for a fixed length of time (#) months ending on (dd/mm/yyyy).

At the end of this length of time the landlord may extend the tenancy for another fixed term length.

We use the Fixed Term Length contract to protect the women, youth and children in this building. Due to previous experiences as a Landlord in a building which houses vulnerable females, we know some women relapse, so the 5 month contract is a way to protect other tenants in the building if relapse occurs or if a tenant is demonstrating she is no longer able to live independently in a safe and healthy way. Relapse can very often trigger others so by using this contract, if a tenant no longer meets the above criteria for housing, we have the ability not offer another fixed term

length contract. Before we reach this stage, we typically work with the tenant to try and help them keep their housing. This has been demonstrated with s.22 If we decide not to offer another fixed term length contract we will link the tenant up with other service providers and provide them with a list of other affordable housing options which better meets their needs.

s.22 was given this list and we also talked to her about another non-profit agency that had accommodation for her.

We have only had one other tenant dispute this contract and go to dispute resolution. NOW decided that due to a clerical error (the contract was not signed) we would not contend it and it was cancelled, therefore Residential Tenancy Branch never made a ruling on this case. We have decided to go to Dispute Resolution Hearing this time as we are of the understanding that all cases are judged on an individual basis. This contract is used by Provincial Government and NOW discussed it, at length, with BC Housing before implementing it at our building. We believe it is clear in its expectations, it is fully explained to tenants before they sign it and in this case, NOW backed it up with clear and concise letters.

NOW Canada has worked extensively with s.22 to try and help her keep her housing and have renewed her contracts for other fixed terms so she has the opportunity to rectify the health and safety hazards in her apartment however, NOW Canada has decided not extend s.22 tenancy for another fixed term length. NOW Canada has spoken to s.22 on numerous occasions regarding a variety of health and safety concerns in her apartment, the first is documented in October 2011 when she had stacked papers on her stove, presenting a real fire hazard. Over the months, we started to see more belongings being brought into the apartment that presented blocked egresses, trip hazards and crush hazards. This does not follow the terms of the Tenancy Agreement which states in #24 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".

Through our Healthy Living Program, s.22 agreed to meet with NOW Canada staff and said she recognized our concerns and agreed to meeting once a week with a NOW worker to help her work on creating a safer and healthier apartment. She even involved s.22 who came in to assist her in this organization. However, within a short space of time the hazards returned to her apartment. Despite agreeing to meeting with NOW staff, on many occasions s.22 cancelled the appointments, was not at home for the appointment, or would not let staff in.

Taking into account the above health and safety concerns that were still not complying with the tenancy agreement, the constant complaints from the tenant beneath s.22 about the noise coming from her apartment, which is against #21 in the Tenancy Agreement "The tenant agrees that if any occupant or guest causes excessive noise or disturbances the landlord may end the tenancy" and the fact that s.22 is not demonstrating that she can live independently and with the above stated

terms of her tenancy agreement, NOW Canada has decided not to extend s.22 tenancy for another fixed term length.

This was told to her verbally and was followed up with two letters which are attached (8 and 9)

Make repairs to the unit, site of property.

NOW Canada request all repairs be placed in writing and given to the Building Manager. NOW determines if the tenant has "taken all steps necessary to prevent improper or careless use by an occupant or guest of the services, furnishings, equipment and facilities supplied by the landlords in the residential premises or on the residential property" (Tenancy Agreement 15 (b)). If the tenant has, NOW Canada will replace or repair the item. If the tenant has not complied with the above, the tenant is expected to repair or replace the item.

If s.22 puts her request in writing, the above procedure will be implemented.

Suspend or set conditions on the landlord's right to enter the rental unit.

As stated above, s.22 agreed to NOW Canada staff entering her apartment to try and help her resolve the hazards presented in there. NOW Canada staff has never entered the apartment without the consent of the tenant.

NOW Canada needs to enter all apartments with Black and McDonald, our maintenance contractor, on a quarterly basis to replace the filter in the heat pump. On this occasion, or for any other occasions when access to apartments is required for maintenance/mechanical issues, tenants are provided with written notice in line with the tenancy agreement.

Other

Please see above.

Residential Tenancy Agreement
Non-Profit Housing
Fixed Term Contract

(PLEASE PRINT CLEARLY OR TYPE)

A Residential Tenancy Agreement between (use correct legal names)

the landlord

name of landlord <u>Now CANADA Society</u>			
last name	first name	initial	birth date (dd/mm/yy)
last name	first name	initial	birth date (dd/mm/yy)
last name	first name	initial	birth date (dd/mm/yy)
last name	first name	initial	birth date (dd/mm/yy)

and

the tenant(s)

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

Address: suite, number, street, city, BC, postal code
s.22

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

Address: suite, number, street, city, BC, postal code <u>2970 TUTT STREET, KEDLOWNA, BC V1Y 8Z5</u>	Phone number <u>250-763-3876</u>
--	-------------------------------------

1. This tenancy agreement consists of the following:

Standard Terms Residential Tenancy Agreement, declaration of income of tenant, and one or more of the following (check as applicable):

- ☒ List of Additional Tenants and Occupants; ☒ Parking Terms; ☐ Alternative Accommodation Terms;
☒ Crime Free Housing; ☒ NOW Canada Policy Addendum

2. Length of the Tenancy (fill in the date in the space provided)

This tenancy starts on: 01/01/13 (dd/mm/yyyy)

for a fixed length of time: 1 months ending on 01/02/13 (dd/mm/yyyy)

At the end of this length of time the landlord may extend the tenancy for another fixed term length.

The tenant's rent for the residential premises is \$ 375.00 per month.

The tenant's rent for the residential premises based on the number of bedrooms in the unit.

Was told verbally for this one did not have to supply bills or bank does as supplied them less than 2 weeks prior.

3. Occupants (other than tenants named above). List all other persons (including those under age 19, including infants) who will occupy the residential premises. Write birth date in the format dd/mm/yy.

last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date

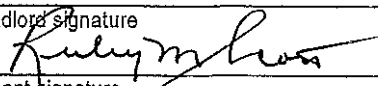
4. What is included in the rent (check only those things that are included and provide additional information, if needed). No furnishings, equipment, or utilities will be provided by the landlord except those checked below.

- | | | | | |
|--|--|---|--|--|
| <input type="checkbox"/> Water | <input checked="" type="checkbox"/> Stove and Oven | <input checked="" type="checkbox"/> Window Coverings | <input checked="" type="checkbox"/> Sewage Disposal | <input type="checkbox"/> Furniture |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Garbage Collection | <input type="checkbox"/> Sheets and Towels |
| <input checked="" type="checkbox"/> Heat | <input checked="" type="checkbox"/> Carpets | <input checked="" type="checkbox"/> Laundry
<i>coin operated</i> | <input type="checkbox"/> Parking on a first come/first served basis.
<i>as arranged</i> | |

Other facility or service: laundry facility in building available on main floor - \$1.00 per wash cycle and \$1.00 per dry cycle.

STANDARD TERMS RESIDENTIAL TENANCY AGREEMENT - NON-PROFIT HOUSING

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

		Landlord signature 	day/month/year 10/12/12
Tenant signature	day/month/year	Tenant signature	day/month/year
Tenant signature	day/month/year		day/month/year 10/12/12

s.22

6. Interpretation

- (a) In this tenancy agreement, the following terms have the meaning set out below:
- (i) "BC Housing" means British Columbia Housing Management Commission;
 - (ii) "occupant" means a person listed as tenant, listed as an occupant in section 4 or listed in the List of Additional Tenants and Occupants;
 - (iii) "residential property" means the land and the building in which the residential premises are located;
 - (iv) "RTA" means the *Residential Tenancy Act* of British Columbia and regulations pursuant to that Act and any amending successor legislation; and
 - (v) "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.

7. 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.

8. Condition of Premises

The tenant acknowledges that the tenant has inspected the residential premises prior to taking possession and agrees that the residential premises are in good order and repair unless the tenant notifies the landlord in writing of any defect or damage within three days of the start of the tenancy. At the end of this tenancy agreement, the tenant will deliver possession of the residential premises to the landlord in the same condition as at the start of the tenancy, except for reasonable wear and tear.

9. 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 determined on the basis of 30% of the tenant's and occupant's gross monthly household income or such other percentage as shall be determined by applying the 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 10 (b) and is not subject to the RTA.
- (c) If the tenant is eligible to receive a rent subsidy from BC Housing, the tenant agrees to:
 - (i) complete and sign a declaration stating the number of occupants in the residential premises, their names, birthdates, gross incomes and assets on a form provided by the landlord if/when the tenancy is renewed.
 - (ii) provide proof of income and assets with such declaration;
 and that 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. If the rent is late, the landlord may issue a Notice to End a Residential Tenancy to the tenant, which may take effect not earlier than 10 days after the Notice is given.
- (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.

10. 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

Initial Initial

s.22

- (c) agrees that if the tenant fails to disclose or misrepresents any information requested, 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.

11. Security Deposit

The tenant will pay a security deposit before the date this tenancy starts.

The amount will be : 1 bedroom apartment - \$187.50
 2 bedroom apartment - \$285.00
 3 bedroom apartment - \$330.00

(a) The landlord agrees

- (i) that the security deposit must not exceed one half of the monthly rent payable for the residential premises,
- (ii) to keep the security deposit during the tenancy and pay interest on it in accordance with the RTA, and
- (iii) to return the security 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 and interest.

(b) The tenant agrees to use the security deposit and interest as rent only if the landlord consents.

12. Occupants and Invited 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 and occupants, including those listed in the List of Additional Tenants and Occupants, if any, are allowed to live in the residential premises 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

failure to comply with these provisions entitles the landlord to end this tenancy agreement, and the following also apply:

- (c) The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. However as this building has been established to support women and children, all overnight visitors not listed for tenancy on this agreement must be approved by the Building Manager. Based on a ruling of the Arbitrator at the Residential Tenancy Office in Kelowna dated March 8, 2003, male guests cannot be approved for overnight stay. The ruling states that NO MALES are allowed in the building after 11pm and before 7am, and that this ruling must be enforced by the Building Manager. A minimum of 48 hours prior notice of the overnight guest request must be given to the Building Manager by the tenant. The tenant is aware and understands that all visitors in and out of the building are monitored by security cameras. Violation of this overnight guest policy will result in immediate termination of this Tenancy Agreement. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the RTA.

13. Assign or Sublet

The tenant agrees that:

- (a) only approved occupants may use the residential premises as their residence; and
- (b) a tenant may not sublet the apartment.

14. Ending the Tenancy

- (a) The tenant may end a month-to-month tenancy by giving the landlord at least one month's written notice. The landlord must receive the written notice before the day the rent is due, for the tenant to move out at the end of the following month. This notice must be in writing and must
 - (i) include the address of the residential premises,
 - (ii) include the date the tenancy is to end, and
 - (iii) be signed by the tenant.

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.

initial | initial

s.22

- (b) The landlord may end the tenancy only for the reasons and only in the manner set out in the RTA. The landlord must use the prescribed Notice to End a Residential Tenancy form available from the Residential Tenancy Branch.
- (c) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- (d) The tenancy will end at 1:00 p.m. in the afternoon on the last day of the tenancy.
- (e) Once a Notice to End a Residential Tenancy is given by either party, the residential premises 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.
- (f) If the tenant remains in possession of the residential premises 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 residential premises.

15. Repairs

(a) Landlord's Duties

The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety and housing standards required by law. If the landlord is required to make a repair to comply with the above duties, the tenant may discuss it with the landlord. 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 Duties

The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the residential premises and residential property. The tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a willful or negligent act or omission of the tenant or invited guests of the tenant. The tenant is not responsible for reasonable wear and tear to the residential premises.

If the tenant does not comply with the above duties, 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 Residential 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 residential premises or on the residential property. The tenant must promptly report to the landlord any damage, unsafe condition, fault or deficiency in the residential premises, residential property or services, including without limitation leaking water and non-operating smoke detectors. The tenant must replace and pay for any burned-out fuses and light bulbs in the residential premises and leave the same in the residential premises when vacating.

(c) Emergency Repairs

The landlord must post the name and telephone number of the designated contact person for emergency repairs. The tenant must make at least two attempts to notify the person designated by the landlord, and give a reasonable time for completion of the emergency repairs by the landlord.

If the emergency repairs are still required, the tenant may undertake the repairs, and deduct the cost from the next month's rent, provided a statement of account and receipts are given to the landlord. The landlord may take over completion of the emergency repairs at any time.

Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:

- (i) major leaks in the pipes or roof,
- (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- (iii) repairs to the primary heating system, and
- (iv) defective locks that give access to the residential premises.

16. Locks

- (a) Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to the residential premises unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property. A tenant may not change locks to the apartment.
- (b) The tenant agrees not to make extra keys for any lock in the residential premises or residential property, except with the prior written consent of the landlord. If the tenant is locked out of the residential premises and the residential premises are 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. A \$10.00 (Ten Dollars) deposit will be required for each security tag issued to the tenant.

17. Entry of Residential Premises by the Landlord

- (a) For the duration of this tenancy agreement, the residential premises are the tenant's home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the residential premises.
- (b) The landlord may enter the residential premises only if one of the following applies:
 - (i) the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time no less than 24 hours and no more than 30 days.
 - (ii) there is an emergency;

initial / initial

- (iii) the tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
 - (iv) the tenant has abandoned the residential premises;
 - (v) the landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;
 - (vi) the landlord is providing maid service to a hotel tenant at a reasonable time.
- (c) If a landlord enters the residential premises illegally, the tenant may apply for an Arbitrator's Order under the RTA, to change the locks for the residential premises and keep the only key. At the end of the tenancy, the tenant must give the key to the residential premises to the landlord.

18. Extended Absence from Residential Premises

If the tenant is eligible for a rent subsidy and if the tenant is absent from the residential premises 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.

19. Parking

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

- (a) the tenant may park only operative, licensed and insured vehicles in such areas;
- (b) the tenant must obtain the prior written consent of the landlord to park full-sized trucks, recreation vehicles, commercial vehicles, boats or trailers in such areas;
- (c) the tenant must remove any vehicle leaking oil or other fluids;
- (d) a guest may park only in designated visitor parking areas; and
- (e) the landlord may tow away, at the tenant's expense, any vehicles improperly parked or parked in a manner contrary to this tenancy agreement.

20. Pets

No Pets are allowed in the apartments.

21. Conduct

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

22. Use of Premises

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

23. 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 residential premises 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 residential premises or the residential property;
- (c) make any structural alterations to the residential premises or the residential property;
- (d) paint, paper, carpet or decorate the residential premises 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 residential premises or on the residential property; or
- (g) use any other drapes, curtains and curtain rods except those that have been supplied by the landlord.

24. 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 give a Notice to End the Tenancy or both.

25. Waterbeds, Oxygen Equipment, etc.

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

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

initial	initial
	s.22
s.22	

26. 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 an 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.

27. Storage

The tenant must not store any 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.

28. 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.

29. Moving

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

30 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 residential premises 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 from alterations or repairs to the residential premises or services to the residential premises. During repairs to the heating facilities the landlord will not be obliged to furnish heat.

31. 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 duty under the *RTA* or a regulation made under that Act and to the extent that a term of this tenancy agreement does contradict or change a right or duty under the *RTA* or a regulation made under that Act, the term of this tenancy agreement is void.
- (b) Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialled by the landlord and tenant or is not reasonable it is not enforceable.

32. Landlord's Obligation to Give Tenancy Agreement to Tenant

In order for the landlord to insist on the performance of the tenant's obligation to pay rent under the tenancy agreement, the tenant must receive a copy of this agreement promptly, and in any event not later than 21 days after the agreement was entered into.

33. Arbitration of Disputes

Despite any other provision of this tenancy agreement, under the *RTA* a tenant has the right to apply for arbitration to resolve a dispute.

34. Breach of Tenancy Agreement

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*.

Any money owing by the tenant to the landlord under this tenancy agreement pursuant to a court order or Arbitrators 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.

Returned and not sufficient funds (N.S.F.) cheques are subject to a minimum service charge of \$20.00 each, or the then current rate charged for such services by the Royal Bank of Canada, Main Branch, Vancouver, British Columbia, whichever is more.

35. Mandatory Provisions

All bolded provisions are terms that must be included in a tenancy agreement as required by the Tenancy Agreement Regulation (B.C. Reg. 49/96) pursuant to the *RTA*.

initial	initial
s.22	s.22

NOW CANADA SOCIETY

Family/Resident Composition

Building Name s.22 Unit # s.22 Move-In Date 01/01/13 Home Telephone s.22
Surname s.22 Given Name s.22 S.I.N. # (Optional) Work Telephone
Mailing Address Postal Code s.22 Cell Phone
s.22

FAMILY COMPOSITION

FIRST NAME(S)	BIRTHDATE	FIRST NAME(S)	BIRTHDATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

VEHICLE INFORMATION

Make s.22	License # s.22	Year s.22	Color s.22
DRIVER'S LICENCE # s.22			

CONFIDENTIAL INFORMATION PROVIDE MEDICAL INFORMATION FOR EMERGENCY USE ONLY

Next of Kin or Executor s.22	Address _____	Telephone s.22
Close Friend s.22	Address _____	Telephone s.22
Family Doctor s.22	Address _____	Telephone s.22
Name of Friend who could look after your pet in case of emergency (if applicable)		Telephone _____

ADDITIONAL COMMENTS: (e.g. Medical, disabilities, allergies)

<div style="text-align: center;">s.22</div>	_____ _____ _____ _____
--	----------------------------------

Residential Tenancy Agreement Addendum 1

Crime Free Housing

In consideration of the execution or renewal of a Residential Tenancy Agreement of the residential property identified in the Residential Tenancy Agreement, Landlord and Tenant agree as follows:

The tenant (s), any occupant of the tenant (s) household, and any persons invited onto the residential property or residential premise by the tenant (s) or any member of the tenant's family shall not engage in any criminal activity on the premises or property including, but not limited to:

- (a) any drug-related criminal activity
- (b) solicitation (sex trade workers, sex trade recruitment and related nuisance activity)
- (c) street gang activity
- (d) assault or threatened assault
- (e) unlawful use of a firearm
- (f) any criminal activity that threatens the health, safety or welfare of the landlord, other tenants or persons on the residential property or residential premises.

VIOLATION OF THE ABOVE PROVISIONS, WHICH FORM A REASONABLE AND MATERIAL TERM OF THE RESIDENTIAL TENANCY AGREEMENT, SHALL BE GOOD CAUSE FOR A NOTICE TO END A TENANCY.

A single violation of any provisions of this addendum shall be deemed a serious violation and material non-compliance with the Residential Tenancy Agreement. It is understood and agreed that a single violation shall be good cause for a notice to end a Residential Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Residential Tenancy Agreement, the provisions of this addendum shall govern.

This Residential Tenancy Agreement addendum is incorporated into the Residential Tenancy Agreement executed or renewed this day between Landlord and Tenant.

s.22

10/12/12
(DATE)

(TENANT SIGNATURE)

(DATE)

(TENANT SIGNATURE)

(DATE)

(TENANT SIGNATURE)

(DATE)

Ruby M. Brown
(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

Dec 10/2012
(DATE)

Property Address:

Property Ref.

#

s.22

Tenants Responsibilities

NOW CANADA SOCIETY is committed to providing safe and affordable housing for all tenants. The Residential Tenancy Act, Section 36, states that a notice to end tenancy for just cause can be given if:

(1) (a) the conduct of the tenant or of a person permitted in or on the residential property or residential premises by the tenant, has resulted in the enjoyment of other occupants in the residential property being unreasonably disturbed.

(1) (f) the safety or other lawful right or interest of the landlord or other occupant in the residential property has been seriously impaired by an act or omission of the tenant or of a person permitted in or on the residential property or residential premises by the tenant.

It is the responsibility of the parents residing with NOW Canada to ensure their children are supervised and well behaved at all times. This specifically applies to the use of the common area(s) of the complex. The common area includes the common room, the play area, the green space and the parking lot.

NOW Canada will not tolerate:

- Aggression or threat of aggression towards children, adults or animals.
- Swearing by adults or children.
- Vandalism to buildings, property, vehicles or other tenant's possessions.

Children must be supervised. They must understand that if they misbehave or cause problems they are jeopardizing their family's tenancy. If problems of a legal nature arise, the RCMP will be contacted.

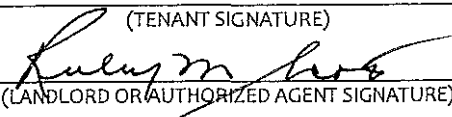
If you require assistance dealing with a child or family relationships or parenting, contact the building manager for a schedule of upcoming parenting classes to be held on site.

s.22

(TENANT SIGNATURE)

(TENANT SIGNATURE)

(TENANT SIGNATURE)


(LANDLORD OR AUTHORIZED AGENT SIGNATURE)

10/12/12
(DATE)

(DATE)

(DATE)

(DATE)

Dec 10/2012
(DATE)

Property Address:

Property Ref.

#

s.22

NOW Canada AFTER HOURS

EMERGENCY MAINTENANCE PROCEDURES

The following is a list of categories that constitute an emergency after hours.

In case of emergency, call the Emergency Cell at ~~979-8360~~, Monday to Friday between 4:30 pm – 8:30 am, or on Saturdays, Sundays and Statutory Holidays.

- | | |
|------------------------------|---|
| 1. FLOOD caused by | a) Sewer back up
b) Burst hot or cold <u>main</u> water lines
c) Valve(s) unable to close manually
d) Elements of nature |
| 2. NO HEAT (in cold weather) | a) Tenant heating unit
b) Common areas |
| 3. NO ELECTRICITY | a) Tenant dwelling unit
b) Entire building
c) Discomfort of tenant |
| 4. GLASS BREAKAGE | a) Where damage will occur to property
b) Where there is a security concern
c) Discomfort of tenant |
| 5. ROOF LEAKS | a) Leaks where the tenant cannot contain water leakage
b) Where further damage may occur |
| 6. NO HOT WATER | a) Discomfort of tenant |
| 7. PLUGGED TOILET | a) Where there is no other washroom facility available - common washroom |

FOR FIRE, POLICE OR AMBULANCE,

**CALL 911 TO REPORT EMERGENCIES
REQUIRING IMMEDIATE RESPONSE.**

NOW CANADA SOCIETY
PARKING POLICY

Any vehicle operating or parking on the grounds of a NOW Canada managed property will be subject to the following conditions:

1. All tenants must have their vehicles registered with NOW Canada.
2. Vehicle must have current registration, license and insurance - a copy must be provided.
3. Unless authorized to do so, tenants must not park in designated parking spaces.
4. Tenants must only park in the tenant under building parking and not in the staff parking area.
5. If no spaces are available tenants will have to park off site.
6. Vehicle must be maintained in a safe operating condition.
7. Vehicle must not make excessive noise.
8. Vehicle must be operated in a safe manner.
9. Vehicle operator is responsible to clean any fluid leaks ASAP.
10. Repairs to vehicles will not be performed on the property.
11. Due to limited availability of parking, tenant guests must park off site.
12. Vehicle will not exceed 1-ton capacity - no trailers or motor homes.
13. Vehicle must be able to start and be moved upon request.

Signed

s.22

Date

10/12/12

NOW CANADA SOCIETY

NOTICE TO TENANTS

HOUSEHOLD INSURANCE

NOW Canada does not insure your personal belongings for loss or damage.

For example:

- If a fire should occur.
- Appliance breakdown.
- Plumbing leak or heating system failure.
- Your suite is broken into, causing loss or damage to your personal possessions.
- ANY similar circumstances.

It is your responsibility to have adequate insurance coverage for the contents of your suite.

UTILITIES

You are responsible for having your utilities connected.

This includes:

- Electricity
- Cable
- Telephone

LOST KEYS AND LOCK OUTS

The procedure for lost keys and key fobs, and building lockouts are as follows:

If you find yourself locked out of the building - call the NOW Canada Society office at 763-3876, Monday to Friday from 8:30 a.m. to 4:30 p.m. During evenings, weekends or holidays, you may call the NOW Canada Emergency cell for assistance. If you need to call the cell for assistance, you will be charged a \$25.00 call-out fee. If your keys are lost and you request replacement keys, you will be charged for the cost involved for key and key fob replacement, as well as re-keying of locks if you feel this is necessary. Replacement of keys generally costs app. \$20, and re-keying of locks generally costs app. \$15 - \$20 per lock.

Keep this notice for future reference

NOW CANADA SOCIETY

IMPORTANT NOTICE

WCB Smoke-Free Environment Regulations

The issue of second-hand smoke has been the topic of much recent discussion, and has resulted in regulations from the Worker's Compensation Board (WCB). These regulations address the effect of second-hand smoke on individuals who are required to work where second-hand smoke is present.

All employers in British Columbia, including BC Housing, are required to implement these regulations. Effective January 1, 2000, the smoke-free environment regulations (Parts 4.81 and 4.82) required that:

- 1) Employers do not subject their staff, except in emergency situations, to second-hand smoke, and
- 2) Smoking is no longer permitted in public areas where staff has to perform work duties. This includes entrance ways, stairwells, lobbies, laundry rooms, lounges and hallways.
- 3) NOW Canada requests that tenants do not smoke in their apartments and ask for your cooperation when maintenance repairs and other property management services are provided by our staff. If you or the other occupants of your unit are smokers, ensure your suite has been aired so that no traces of smoke remain. We also ask that you do not smoke while our staff is present.

Our staff has been advised they are not to enter any environment for the purpose of working that contains noticeable second-hand smoke, except in the case of an emergency.

We ask for your full co-operation in helping us to maintain a healthy environment.

NOW CANADA SOCIETY
CHILDREN -ABUSE and NEGLECT

Legal Duty to Report

Anyone who has reason to believe that a child has been or is likely to be physically harmed, sexually abused or sexually exploited, or needs protection due to specific circumstances outlined in the Child, Family and Community Services Act, is legally responsible under that act to report the matter to a child protection social worker. In British Columbia, a child is anyone under the age of 19.

The duty to report applies to everyone including NOW Canada employees tenants and visitors to the building.

You can report your suspicions to the local Ministry office during business hours on 250-712-7586 or after hours on 250-310-1234 ~ also Children's Helpline 250-310-1234.

- It doesn't matter if you believe someone else is reporting the situation, you still have to report.
- It doesn't matter if you're aware that a child protection social worker is already involved with the child, you still have a duty to report the matter. All new incidents must be reported as well.
- The legal duty to report overrides any duty of confidentiality.
- Time is of the essence in ensuring the safety and well-being of children. Report immediately.
- Do not contact the alleged perpetrator. This is the responsibility, of the police, or the child protection worker.

If you suspect a child is being abused/neglected, please talk to a NOW Canada staff member or contact the numbers above.

s.22

Signed

Date

10/12/12

NOW CANADA SOCIETY

Move-Out Requirements

Please arrange for the following to be done before our Building Manager completes the Move-Out Inspection with you:

INTERIOR:

1. Wash all cupboards ~ inside and out.
2. Wash all windows ~ inside.
3. Wash all window channels and sills.
4. Wash all light fixtures.
5. Wash all painted, varnished and plasticized doors, trim & woodwork.
6. Wash all bathroom fixtures
7. Wash all linoleum floors.
8. Wash all walls.
9. Wash all blinds and hardware.
10. Vacuum all carpets ~ there must be no loose debris remaining.
11. Wash all ceiling/wall registers and fan grills.
12. Wash the refrigerator ~ inside and out.
~Please de-frost but DO NOT shut off power or unplug.
13. Run self clean cycle of range stove.
14. Ensure that the 2-piece broiler pan is left in the drawer at the bottom of the stove.

REPAIRS:

1. Make a list of nail holes in walls, etc. to be repaired upon move-out.
2. Replace any burnt bulbs or damaged light fixtures with energy efficient bulbs.
3. Vacuum and clean carpets.

OUTSIDE:

1. Sundeck or patio area is to be cleaned.
2. No refuse to be left inside or out. Use garbage and recycle bins provided on site.
3. Take all large refuse items to the landfill.

KEYS:

1. Turn all keys (door lock, mailbox, medicine drawer, and security key fob) over to the Building Manager prior to leaving. Do not leave keys inside the unit.

MAIL:

1. Have your mail forwarded to your new address. You will not have access to your mailbox after you move out.
2. Provide NOW Canada Society with your forwarding address for future correspondence.

UTILITIES:

1. Arrange for disconnection of your hydro, telephone, and TV cable. Have the final bills forwarded to your new address.

NOTE: If your unit is not left clean and in acceptable condition, you may be responsible for charges involved in preparing the unit for occupancy by the next tenant.

Thank you for your cooperation.

NOW CANADA SOCIETY

s.22

This building has been constructed to LEED Gold standards - it is your environmentally friendly new home and we want to try and do our best to support the environmentally friendly status that has been created for us. As well, we want everyone to feel secure in their apartments and be good neighbours to those who live near us. Therefore we ask you to follow the points below:

- Only patio furniture be used on decks (no couches or lounge chairs);
- No BBQs are allowed on decks - due to the fire hazard and potential of melting the siding;
- Tenants cannot paint their apartments;
- If smoking on your deck, please make sure you extinguish your cigarette in a suitable container;
- Please be mindful of making excessive noise - it will disturb your neighbours;
- An H2O cleaner will be provided in each apartment for cleaning the linoleum flooring.....detergent is not necessary and must not be used;
- There will be vacuum cleaners available to borrow. Please clean them out before returning them so they are ready for the next tenant;
- Energy efficient light bulbs must be used;
- Please make sure all garbage and recycling are placed right inside the bins and not left hanging out or on the ground;
- Recycle everything you can!
- Do not leave your laundry in the machines - when you have finished using the washers and dryers, take out your laundry so others can start theirs;
- Please do not let anyone into the building apart from your own guests;
- You must go down and meet your guests - do not give out your keys to them;
- If you notice anything is not working or broken, please contact the Building Manager;
- If are concerned about the safety and security of the building, contact the Building Manager or call the Emergency Cell - 250 979 8360.

Everyone at NOW Canada wants to create a safe, secure and welcoming home for tenants - with everyone working together we can certainly achieve this!

Please could you sign this to confirm you have read our expectations.

Signec s.22Date 10/12/12

Print Name s.22

NOW CANADA SOCIETY

FOLLOW CARE AND HEALTHY LIVING PROGRAMS AND APARTMENT EXPECTATIONS

NOW Canada is proud to offer women with and without children who have a proven financial need, the opportunity to live in affordable housing. The Society offers a selection of 1, 2 and 3 bed apartments in two buildings in Kelowna. In order to keep the apartments safe for residents, the following conditions are required of all tenants:

- These are drug and alcohol free apartments - if potential tenants have experienced addictions, a minimum of 10 months clean time is required before tenancy will be considered;
- There are no men allowed in the apartments between 11p.m. and 7a.m.;
- No pets are allowed in the apartments;
- Smoking is not allowed in the common areas and NOW Canada strongly encourages tenants not to smoke in their apartments.

As funding permits, NOW Canada offers a variety of supports to its tenants including trauma therapy, monthly food vouchers, Christmas gifts, referrals, one-on-one support, budgeting, financial aid etc. All these support fall under our Follow Care or Healthy Living Programs.

In order to receive these supports, all tenants are required to meet the following eligibility requirements:

- Must be drug and alcohol free;
- Be willing to undergo random drug screening. For tenants who work full-time (Monday - Friday) and are unable to come to the NOW Canada office, a NOW Canada staff person will go the apartments to conduct the test.
- Must sign this form in agreement of the above conditions.

I understand that by signing this form, I am agreeing to the terms set out above.

Print name:..

s.22

ig

s.22

Date:

10/12/12

For Society use:

Apartment: #..

s.22

s.22

Yes/No

s.22

Yes/No

Oct. 14/2011

Concerning

s.22

It is a concern that s.22 is hoarding in her apartment.

On Oct 7/2011, I, Ruby Scott, Building manager, went to s.22 apart. And discovered that there were all kinds of papers etc. on the stove, I told her that was a real fire hazard, and instead of removing it that day she went out without attending to it.

On Oct. 14/2011 I saw that s.22 car has a lot of things in it, so I asked s.22 if those things are being moved into her apt. she said no, it is going to another storage area.

I went to her apt. again on Oct. 14/2011 and saw that all those papers are still on her stove. Needless to say I was very upset that she had not removed these things.

s.22 seems to be in denial about all this hoarding stuff and doesn't seem to see that there is a problem with this behavior.

I have told s.22 that we have to sit down and do a game plan to get this apart. Cleaned up a so that it is not a fire hazard to all other tenants in the building.

s.22 has made it difficult for some tenants because she has asked for help from them and she is taking advantage of their generosity.

Ruby Scott
Building manager
Oct. 14/11

January 13, 2012

Dear s.22

It has come to our attention that there continues to be noise coming from your apartment. I spoke with you last week about these concerns. s.22, you assured me that you will not be making noise that could bother other tenants, especially after 8:00 or so in the evening.

When the commissionaire was making rounds last evening, Jan. 12, 2012, it was reported that you fell asleep with the T.V. on. Please just turn your t.v. off and go to bed when you are sleepy.

Thank-you, s.22 for your co-operation on these matters. Liz and I would like to come visit you this week sometime, could you please phone me and let me know what day and time will work for you. It will have to be Jan. 16, 17, or 18, as s.22 after that.

Sincerely,
Ruby Scott

Building manager

250-763-3876

COPY

COPY

now
canada
society

2970 Tull Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

4

May 1, 2012

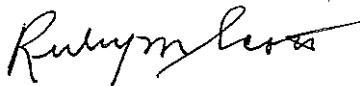
Dear Debra,

NOW Canada will renew your rental contract for an additional 3 months. Effective May 1, 2012 to August 1, 2012.

Charmaine or Ruby will come to your apartment once a week to inspect the tidiness and organization of your apartment.

We will always phone to let you know we are coming.

Sincerely



Ruby Scott
Building manager

COPY

Please sign and date this document, Thankyou

s.22

Signature _____

Date 2012-05-01

now
canada
society

2970 Tuft Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

5

June 22, 2012

Dear s.22

On May 1, 2012 I had you sign an agreement that you would meet with Charmaine or me once a week to discuss the progress in your apartment. You had to cancel your appointment with Charmaine earlier in the week and didn't show up to the re-scheduled appointment on Thursday June 21, 2012.

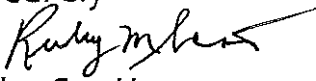
There have been many other occasions where appointments have not been followed through, which means you have broken the contract that you signed.

Due to the above facts I am formally letting you know that we will not be re-newing your present contract which expires on Aug. 1, 2012.

This morning I called you at 09:30 am to let you know that the oil spills in the garage have to be cleaned up by 12:00 pm today. If this is not done then your parking space will be assigned to another tenant, we cannot have vehicles in the car park that cause so much damage.

If you wish to speak to me, please phone to make an appointment.

Sincerely


Ruby Scott
Building manager

RECEIVED
JUN 22 2012
COPY

now
canada
society

2970 Tull Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

6

October 22, 2012

Dear s.22

NOW Canada has renewed your rental contract for 1 month starting November 1, 2012 and ending on December 1, 2012.

In July 2012 we asked you to fix the leak in your car as it was damaging our parking lot. This did not happen and you were told you could no longer keep your car on our property. It is now parked on the street, right outside the building and still leaking oil, the situation has not been dealt with.

It is unfair to our neighbors to have a car leaking oil in the street; we have worked hard to develop a good relationship in the community. As well, and more concerning it is a fire hazard, any discarded cigarette could ignite on the oil.

For safety reasons this has to be fixed as soon as possible and at the latest by November 21, 2012 so I can renew your contract on the 23rd of November 2012. If this is not fixed your contract will not be renewed and you will have to move out when your contract expires on December 1st 2012. This gives ample time to remedy this situation. Please provide me with the relevant document to show this work has been completed on your car.

This is an unfortunate action for us to have to take however it is presenting a fire hazard that could cause damage and injury.

Sincerely


Ruby Scott
Building Manager

COPY

s.22

Nov 4/12

s.22

stopped by classroom today for
meet and greet.

s.22

s.22

She drank coffee and chatted with the other
ladies for an hour.

Nov 13/12

Writer met w/ s.22 for apartment check. Writer
will return on Thursday as
and not able to complete her cleaning.

s.22

Nov 15/12

Winter has concerns about boxes on floor and
near the door. Potential Safety hazards.
disagreed with writer. Winter
will discuss with Ruby to clarify/set guidelines
for expectations for apartment.

s.22

s.22

s.22

Nov 18/12

s.22

making two Christmas wreaths, u

Dec 2/12 Attended

s.22

Dec 10/12 Apartment check. Closet in bed room and area across
from washing machine - health + safety. Piled high, some
writer's head. was asked to take care of these.

s.22
Dec 17/12 - s.22 cancelled s.22

Dec 18/12 - s.22 cancelled s.22

Dec 19/12 - Ruby went by herself, Ruby reported no changes had been made. Same condition as Dec. 10th.

s.22 Dec 27/12 - Writer called and left a message letting know writer and P.C. will be at her apartment at 11am on Monday Dec 31/12 for the weekly ~~ex~~ inspection

Jan 6¹³/12 - Writer had confirmed a walk through for Dec 31 however s.22 cancelled due to s.22 Staff went to check on her Wednesday Jan 2. The apartment was very cluttered. Cords were running across the couch and livingroom floor. There was no clear pathway to door on patio. Hems around main doorway have been cleaned up. Boxes in bedroom were still being held up by closet door.

Jan 7¹³/12 - Writer and building manager went to check on s.22 today @ 4pm. s.22 had called and cancelled the appointment due to s.22. Writer and B.M. checked to see s.22. Writer and B.M. did not enter s.22 apartment,

Jan 13/13 - No contact.

Jan 14/13 Writer and Ruby met w/ s.22 Apartment is looking better, no health + safety concerns except boxes in closet and in front of closet (could easily fall and hurt someone).

s.22 has several empty boxes at entrance as she has started packing. s.22 was informed of the opportunity at s.22 Winter encouraged

s.22 to phone and find out more about. When asked if she ~~was~~ would be inquiring she replied maybe.

COPY

8
RECEIVED
DEC 12 2012

s.22

December 12, 2012

Dear s.22

This is the official notice that your tenancy with NOW Canada will not be renewed on February 1, 2013. Therefore, you are required to move out by 1.00 pm on February 1, 2013.

There are several factors that NOW has carefully considered in coming to this decision, the main reason being that you consistently demonstrate the inability to live independently by not being able to follow the health and safety standards which we have requested and which are vital for your safety and the safety of everyone in the building.

We have given you many opportunities to demonstrate otherwise, but unfortunately after months of trying to assist you in this area, your attempts to improve your ability to create a safe living environment have not improved to the standard required.

The vast amount of personal possessions in your apartment are a serious concern as they create blocked egresses and trip hazards. As well, the bags and boxes precariously stacked high in your closet are a real concern with regards to a crush hazard. Despite our numerous requests, the situation has not improved.

In addition, we asked you to remove your car from the under-building car park at NOW as it was leaking oil and we were seriously concerned that a discarded cigarette could ignite the oil underneath the car and potentially ignite the building. Despite numerous requests from NOW for you to get it fixed, it took from June – November for the problem to be rectified. During this time your car was moved onto the road outside the building, causing a safety hazard for NOW and our neighbours. This was not acceptable and was discussed with you many times.

Therefore, taking into account all the above facts and the ongoing complaints we received about the noise coming from your apartment, we have come to the conclusion not to renew your tenancy.

I am attaching a list of other affordable housing options you may like to consider exploring. I will talk to you nearer the time about arranging a walkthrough of your apartment when you move.

We wish you all the best in the future.

Sincerely

Ruby Scott
Building Manager
NOW Canada Society

now
canada
society

2970 Tull Street
Kelowna, BC
V1Y 8Z5

Phone: 250 763 3876
Fax: 250 868 3876
e-mail: info@nowcanada.ca

9

January 4, 2013

Dear s.22

This letter is to confirm that your move out day will be February 01, 2013 no later than 1:00 pm.

Please inform me when you are ready to do the walk through of your apartment so that I can determine your damage deposit return, if any.

Thank you

Ruby Scott



Building Manager

RECEIVED
JAN 04 2012

COPY

RECEIVED

JAN 23 2013

10

This is how I see this situation.

Everyone makes noise, and this building is not really insulated against noise, yet I have been troubled by a lot of noise. It has been as though six different tenants have moved in and out, there has been so much major rearranging of furniture, constant scraping and thumping for days.

Almost every night there was a roaring back and forth, and s.22 denied any noisemaking. This put me in an awkward position. I insisted Ruby come and hear, it was some plastic wheels and this was lessened by carpet.

When loud banging like hammering occurred for ten minutes at 1:30am and the banging and scraping continued at all hours, so to speak, I again complained. This wouldn't work if I was working and this continues even now.

So it became s.22 and I do feel sorry for her : s.22 to make a lot of loud thumping and banging, usually in the evenings or the weekends so that I have no one to vent to. If it was during office hours, it wouldn't be as stressful. I am not very confrontational yet I have had to stop myself from calling or knocking. I often yell shut up! but alas it does no good as no one hears me!

I wish I lived on the 4th floor.

* * * Communication Result Report (Jan. 25. 2013 3:27PM) * * *

1) RTB KELOWNA
2)

Date/Time: Jan. 25. 2013 3:13PM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
0266	Memory TX	GA Fax	P. 36	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

BRITISH COLUMBIA
 Office of Housing and Construction Standards
 Residential Tenancy Branch

Evidence
 (or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 535957 ON TIME ☒ LATE ☐

DRO: MAD LOCATION: VIC

HEARING DATE: FEB 6/13 TIME: 11:00 AM

RECEIVED BY: MAIL ☐ HAND ☒ FAX ☐ COURIER ☐
 OTHER (GA) ☐

SOURCE: LANDLORD ☒ TENANT ☐ NOT PROVIDED ☐

RECEIVED 60
 JAN 25 2013
 RESIDENTIAL TENANCY BRANCH
 KELOWNA, B.C.

Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS: (Check off each box that applies)

Data stamp first page of evidence ☒

Evidence scanned/uploaded to CERS ☒

Audit notes entered ☒

Evidence: Placed in file ☐
 Placed in DRO basket/slot ☐
 Faxed to DRO ☐
 E-mailed to DRO ☐
 Housenailed to DRO ☒

Pictures/audio/visual: Placed in file ☐
 Sent to DRO (housenail) ☐

TOTAL NUMBER OF PAGES (including cover sheet): 36

Processed and sent to DRO by: CSK DATE: JAN 25 2013

STAFF NAME: CSK

RECEIVED 60
 JAN 25 2013
 RESIDENTIAL TENANCY BRANCH
 KELOWNA, B.C.

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

(or other information for delivery to Dispute Resolution Officer prior to a hearing)

File # 535957

ON TIME ☐
LATE ☐

DRO: MAD LOCATION: VIC

HEARING DATE: Feb. 6/2013 TIME: 11:00AM

RECEIVED BY:	MAIL - <input type="checkbox"/>	HAND - <input type="checkbox"/>	FAX - <input checked="" type="checkbox"/>	COURIER - <input type="checkbox"/>
	OTHER (GA) - <input type="checkbox"/> _____			
SOURCE:	LANDLORD - <input type="checkbox"/>	TENANT - <input checked="" type="checkbox"/>	NOT PROVIDED - <input type="checkbox"/>	

RESIDENTIAL TENANCY BRANCH
BURNABY, B.C.
JAN 17 2013
RECEIVED 23

Note: Date Received is the same as Date Submitted if by Hand, Fax, Courier or Email

EVIDENCE PROCESS:

(Check off each box that applies)

Date stamp first page of evidence

Evidence scanned/uploaded to CMS

Audit notes entered

Evidence: Placed in file
 Placed in DRO basket/slot
 Faxed to DRO
 E-mailed to DRO
 Housemailed to DRO

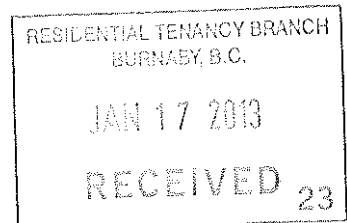
Pictures/audio/visual: Placed in file
 Sent to DRO (housemail)

TOTAL NUMBER OF PAGES: 2

TOTAL NUMBER OF PHOTOS: _____

Processed and sent to DRO by: STAFF NAME: _____ DATE: _____
Month/Day/Year

Placed on file by: _____ STAFF NAME: _____ DATE: _____



OKANAGAN ADVOCACY

& Resource Society (OARS)

#104 - 1455 Ellis Street, Kelowna, BC V1Y 2A3 ~ Phone(250)979-0201 ~ Fax(250)979-0275 ~ email:oars@telus.net

fax

TO: Residential Tenancy Branch FROM: s.22
FAX: 1866 341 1269 PAGES: 2
PHONE: DATE: January 18.13
RE: Hearing pkg delivery CC:

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

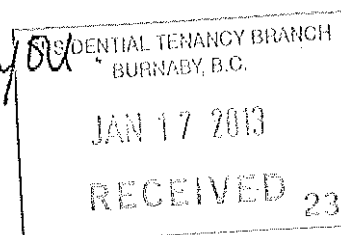
Comments:

Please find confirmation of registered mailing of the hearing package for the hearing of February 6/13 @ 11am.

Applicant: s.22

Respondent: NOW Canada.

Thank you



This fax, including attachments, may include confidential information and may be used only by the person to whom, or entity to which, it is addressed. If you are not the intended recipient or his or her authorized agent, you are hereby notified that any dissemination, distribution, or copying of this fax is prohibited. If you have received this fax in error, kindly notify the sender by replying to this message, and then destroy this fax immediately.

Page 128 redacted for the following reason:

s.22

January 17, 2013

RESPONDENT:

NOW CANADA SOCIETY
2970 TUTT STREET
KELOWNA, BC
V1Y 8Z5

APPLICANT:

s.22

NOTICE OF A DISPUTE RESOLUTION HEARING

Concerning premises at:

s.22

File No. 535957

A date has been set for a hearing to resolve the dispute described in the attached Application form. This hearing will be conducted by **TELEPHONE CONFERENCE CALL**. Please use one of the following phone numbers and passcode below to join the Telephone Conference Call.

DATE AND TIME OF HEARING: Wednesday, February 6, 2013 at 11:00 AM
(Pacific Time)

Phone Number

- Vancouver area: s.15
- All other locations: s.15 (toll free call)

Access Code: s.15

INSTRUCTIONS:

1. At the scheduled start time, call one of the numbers available:
Vancouver s.15 OR, for all other areas, s.15

NOTE: Calling in prior to your scheduled start time may result in you not successfully entering your hearing.
Press *0 to reach an operator if you encounter a problem joining the conference call or anytime during the call.

Now, follow the prompts:

2. When asked, key in your access code: It is shown above.
3. When asked, say your FULL NAME, then press #.
4. You have now joined the conference call, and will hear music while others join the call.

GENERAL INFORMATION about your responsibility and the hearing

1. Evidence to support your position is important and must be given to the other party and to the Residential Tenancy Branch before the hearing. Instructions for evidence processing are included in this package. Deadlines are critical.
2. Residential Tenancy Branch Rules of Procedure apply to the proceedings: For details, contact the RTB or a Service BC Office or check online at <http://www.rto.gov.bc.ca/>.
3. You (or your agent) must participate in the hearing at the time and date assigned.
4. The hearing will continue without you if you or your representative is not in attendance.
5. A final and binding decision will be issued once the hearing is concluded.

RESIDENTIAL TENANCY BRANCH

Attachments: Originating Application
RTB Fact Sheets containing important information for you

**Office of Housing and Construction Standards
Residential Tenancy Branch**

Mailing Address:
305 - 478 Bernard Avenue
Kelowna, BC V1Y 6N7

Toll Free: 1 800 665-8779
Facsimile: 250 861-7444

Residential Tenancy Agreement

Non-Profit Housing

Fixed Term Contract

(PLEASE PRINT CLEARLY OR TYPE)

A Residential Tenancy Agreement between (use correct legal names)

the landlord

and

the tenant(s)

name of landlord NOW CANADA Society			
last name	first name	initial	birth date (dd/mm/yy)
last name	first name		birth date (dd/mm/yy)
last name	first name		birth date (dd/mm/yy)
last name	first name	initial	birth date (dd/mm/yy)

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

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

s.22

no address for service and the telephone number of the landlord or landlord's agent is

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

2970 TUTT STREET, KELLOWNA, BC V1V 8Z5

Phone number

250-763-3876

1. This tenancy agreement consists of the following:

Standard Terms Residential Tenancy Agreement, declaration of income of tenant, and one or more of the following (check as applicable):

- ☒ List of Additional Tenants and Occupants;
 ☒ Parking Terms;
 ☐ Alternative Accommodation Terms;
 ☒ Crime Free Housing;
 ☒ NOW Canada Policy Addendum

2. Length of the Tenancy (fill in the date in the space provided)

This tenancy starts on: **01/01/13** (dd/mm/yyyy)for a fixed length of time: **1** months ending on **01/02/13** (dd/mm/yyyy)

At the end of this length of time the landlord may extend the tenancy for another fixed term length.

The tenant's rent for the residential premises is \$ **375.00** per month.

The tenant's rent for the residential premises based on the number of bedrooms in the unit.

was told verbally for this one did not have to supply bills or bank does not supplied them less than 2 weeks prior.

3. Occupants (other than tenants named above). List all other persons (including those under age 19, including infants) who will occupy the residential premises. Write birth date in the format dd/mm/yy.

last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date
last name, first name, initial	birth date	last name, first name, initial	birth date

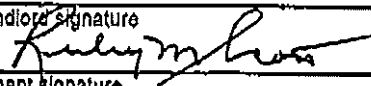
4. What is included in the rent (check only those things that are included and provide additional information, if needed). No furnishings, equipment, or utilities will be provided by the landlord except those checked below.

- ☐ Water
 ☒ Stove and Oven
 ☒ Window Coverings
 ☒ Sewage Disposal
 ☐ Furniture
- ☐ Electricity
 ☒ Refrigerator
 ☐ Cablevision
 ☒ Garbage Collection
 ☐ Sheets and Towels
- ☒ Heat
 ☒ Carpets
 ☒ Laundry coin operated
 ☐ Parking on a first come/first served basis.

Other facility or service: laundry facility in building available on main floor - \$1.00 per wash cycle and \$1.00 per dry cycle.

No vacant possession stated on this agreement.

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

		Landlord signature 	day/month/year 10/12/12
Tenant signature	day/month/year	Tenant signature	day/month/year
Tenant signature	day/month/year		day/month/year 10/12/12

s.22

March 1, 2012

RE:
Setting conditions on
entry into unit

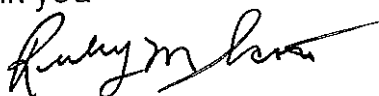
Dear s.22

We at NOW Canada want to thank you and s.22 for all the help to get your apartment cleaned up. This was a big job and we want to be sure that your apartment stays organized and clean from here on out.

I have listed some things that we want implemented so that you will be more able to maintain good mental health and cleanliness.

- ★ I will come into your apartment once a month, this will be at random and if you are not home then I will use my master key to enter your apartment. ★
- It is required that you meet with Charmaine once a week to report on your progress.
- Schedule appointments with your mental health workers and your family doctor and report back to us your progress, dates, times and names of who you are seeing.
- Report to NOW Canada about any articles, furniture, etc. that you are moving into your apartment.

Thank-you



Ruby Scott
Building manager

Signature

s.22

COPY



Residential
Tenancy Branch

Application to
Waive Filing Fee

#RTB - 17

FORM DIRECTIONS: If you are accessing this form from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response where required. It's important to note that you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

APPLICANT:

File # S85957

s.22 s.22 s.22
last name first name middle name(s)

CURRENT ADDRESS:

s.22 s.22 s.22 s.22 s.22 s.22
suite or site number street number street name city province postal code
s.22
phone number

HOUSEHOLD SIZE

State the total number of people living at your address. The total must include all people who are related, as well as all people who are not related (see page 2).

1

HOUSEHOLD INCOME

State the total income, before deductions, from all sources for everyone living at your address:

\$ s.22

PROOF OF INCOME

Please tick the box(es) and attach copies of the documents that you are providing with this application form:

- ☒ Income Assistance statement ☐ Employment Insurance Benefits Statement ☐ Pension Statement(s)
☐ Recent pay stub(s) from employer(s) ☐ Bank Statement for 2 most recent months ☐ Scholarship(s) Statement(s)
☐ Other: s.22

Note: The Residential Tenancy Branch may ask for additional information or material.

DECLARATION

I understand that if I do not attend the hearing for any valid legal reason, and have not cancelled my application(s) at least three full business days before the hearing, I may be required to pay the waived filing fee.

I declare that the information I have provided above is true. I am aware that it is against the law to make a false declaration.

s.22

Applicant's signature

s.22

Date: January 16/13

OFFICE USE ONLY

Low-Income Cut-Off \$ 1942

☒ Approved ☐ Not approved

Notes:

Information Officer

Cashier Transaction No.

Cashier's Initials GSK

Page 134 redacted for the following reason:

s.22

GA1599
HST# R107864738

GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM
TRANSACTION RECEIPT

PAGE 1

JANUARY 16, 2013 15:29
02040 RESIDENTIAL TENANCY-KELOWNA

TRANSACTION ID: 1000004 (DUPLICATE RECEIPT) SD90630

	ITEM PRICE	QUANT	AMOUNT
4104 RTB RTB WAIVE DR APP FEE		1	0.00
FILE NUMBER 535957			
DOCUMENT: CLIENT NAME			

SUBTOTAL		0.00
HST CHARGED ON	0.00	0.00
TRANSACTION TOTAL		0.00
CASH		0.00
TOTAL PAYMENT		0.00
CHANGE		0.00