

Landlord's Application for Dispute Resolution

For RTB use only: File # _____

803412

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

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

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

Lona Enterprises Ltd.

Last name or the full legal business name

First and middle names

Allen

Thomas William Denham

Last name (if more than one landlord, also use form #RTB-26)

First and middle names

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

104

2780 McCallum Road

Abbotsford

B.C.

V2S-5S7

Unit/site #

Street # and street name

City

Province

Postal Code

s.22

605

556-7705

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

Abbotsford

BC

s.22

Unit/site #

Street # and street name

City

Province

Postal Code

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

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

s.22

Last name

First and middle names

s.22

Last name

First and middle names

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

s.22

Abbotsford

B.C.

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 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.

RECEIVED

JAN 28 2013

 Chilliwack
 RTB use only – date stamp & initials
 SERVICE B.C.

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 250-367-1602

Website: www.rto.gov.bc.ca

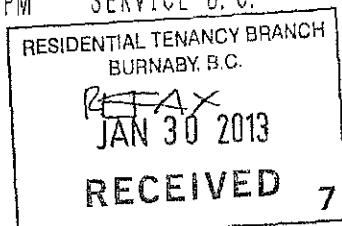
#RTB-12-L (2011/03)


 BRITISH
 COLUMBIA

The Best Place on Earth

HOU-2014-00034

Page 1

**Landlord's Application for Dispute Resolution**

Page 2

For RTB use only: File #

803412

Nature of the Dispute**Ending tenancy, and seeking an Order of Possession:****Notice to End Tenancy**

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

Date the *Notice to End Tenancy* referred to in this Application was served: January 8, 2013How was it served? Served on Tenant's door by REGISTERED MAIL**Reason for ending tenancy:**

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

Monetary Order:

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

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.

\$1090.00

Other

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

Details of the Dispute

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

Tenant has not paid rent for the months of December, 2012 and the rent for January, 2013.
Claim for \$1,290.00, (less, \$200.00 payment received January 24, 2013), = \$1,090.00 plus costs.

Signature: _____

Date: January 28, 2013Print name: Thomas William Denham (Tommie) Allen, Building Manager

Landlord's Application for Dispute Resolution

Page 2

For RTB use only: File #

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

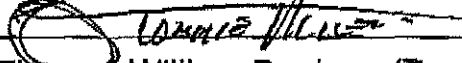
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Signature:  Date: January 28, 2013

Print name: Thomas William Denham (Tommie) Allen, Building Manager



Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

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

ON TIME ☒

LATE ☐

File # 803412

DRO: HEN LOCATION: VIC

HEARING DATE: Feb 22 TIME: 1:30

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

OTHER (GA) - ☐ _____

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

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.

FEB 01 2013

RECEIVED 42

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~~ EVIDENCED ☒
E-mailed to DRO ☒
Housemailed to ~~DRO~~ file ☒

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

TOTAL NUMBER OF PAGES (including cover sheet): 3

Processed and sent to DRO by:

STAFF NAME: Emily

DATE: Feb 1/13
Month/Day/Year

2-1-13 Feb 08

Biviora Holdings Co. Ltd.**(dba) Mountainview Apartments and Bakerview Apartments****104 – 2780 McCallum Road, Abbotsford, B.C., V2S-5S7****Office: 604.556-7705****Cellular:**

s.22

Fax: 604 556-7705 (Call fir**To: The Residential Tenancy Branch,**

Office of Housing and Construction Standards

Ministry of Energy and the Minister Responsible for Housing

PO Box 9298 Stn Prov Gov, Victoria BC V8W 9J8

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.

FEB 01 2013

RECEIVED

9:00

42

Date: January 31, 2013, 12:13 PM File #: 803412**Proof of Service of the****NOTICE OF DISPUTE RESOLUTION HEARING**

Please indicate what is being sent: Request For Dispute Resolution, Additional Evidence, Etc.

NOTE: This must be filled out and faxed to 250 356-7296**to continue with the requested proceeding****I, Thomas William Denham ALLEN served**

s.22

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

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

JANUARY 31, 2013

at

12:13 PM**(Date)****(Time)****Service**☐ **With the tenant at:****(Address or Location)**☐ **Posted at:****Note: Do not use this method if requesting a Monetary Order. (Address or Location)**☐ **Registered Mail****Service Timelines In Effect.**See Section 89 of the
Residential Tenancy Act
And Section 82 of the
Manufactured Home Park
Tenancy Act for details.**REGISTERED
DOMESTIC****RECOMMANDÉ
RÉGIME INTÉRIEUR**
www.jduclient

s.22

City / Prov. / Postal Code

AB 3013 FORD BC

s.22

Printed Name

33-088-584 (11-04)

REGISTRATION
CONFIRMATION
DE LA LIVRAISON
1 888 551-0222

RW 728 427 226 CA

Landlord / Agent Signature

Biviora Holdings Co. Ltd.**(dba) Mountainview Apartments and Bakerview Apartments****104 – 2780 McCallum Road, Abbotsford, B.C., V2S-5S7****Office: 604.556-7705 Cellular: s.22****Fax: 604 556-7705 (Call fir****To: The Residential Tenancy Branch,**

Office of Housing and Construction Standards

Ministry of Energy and the Minister Responsible for Housing

PO Box 9298 Stn Prov Gov, Victoria BC V8W 9J8

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Service Timelines In Effect.
See Section 89 of the
Residential Tenancy Act
And Section 82 of the
Manufactured Home Park
Tenancy Act for details.

**REGISTERED
DOMESTIC****RECOMMANDE
RÉGIME INTÉRIEUR**

No.

Destinataire

s.22

WHOLESALE & POSTAL CODE

33-886-894 (11-04)

s.22

1-888-550-6333
1-888-550-6333
1-888-550-6333

RW 728 427 212 CA

Landlord / Agent Signature

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

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

File # 803412

ON TIME ☒

LATE ☐

DRO: HEN

LOCATION: VIC

HEARING DATE: Feb 22 TIME: 1:30

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

OTHER (GA) - ☐

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

RESIDENTIAL TENANCY BRANCH
VICTORIA, B.C.

FEB 01 2013

RECEIVED 42

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~~ EVIDENCE Q ☒
E-mailed to DRO ☐
Housemailed to ~~DRO~~ file ☒

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

TOTAL NUMBER OF PAGES (including cover sheet): 3

Processed and sent to DRO by:

STAFF NAME: Emily

DATE: Feb 1 / 13
Month/Day/Year

* * * Communication Result Report (Feb. 1. 2013 9:42AM) * * *

1) RTB Victoria
2)

Date/Time: Feb. 1. 2013 9:40AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
0471 Memory TX	evidence que	P. 3	OK	

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

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

BRITISH COLUMBIA
 Office of Housing and Communities Standards
 Residential Tenancy Branch

Evidence

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

File # 803412 ON TIME ☒ LATE ☐

DRO: HEW LOCATION: VIC

HEARING DATE: Feb. 22 TIME: 1:30

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

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

REGIONAL TENANCY BRANCH
 VICTORIA, B.C.
 FEB 01 2013
 RECEIVED 42

Notes: 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
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 Evidence:
 Placed in file ☒
 Placed in DRO basket/box ☒
 Faxed to DRO ☒
 E-mailed to DRO ☒
 Housemailed to DRO ☒ file
 Pictures/audio/visual: Placed in file ☐
 Sent to DRO (housemail) ☐

TOTAL NUMBER OF PAGES (including cover sheet): 3

Processed and sent to DRO by:
 STAFF NAME: Emily DATE: Feb. 1/13
 Month/Day/Year

Feb 01

10 Day Notice to End Tenancy for Unpaid Rent or Utilities

BECAUSE:

You have failed to pay rent

In the amount of **\$ 1,290.00**
that was due on **1** **01** **2013**
Day Month Year

You have failed to pay utilities

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

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

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

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

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

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

s.22

Last name

First and middle names

Last name

First and middle names

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

Unit/site # **Street # and street name** **City** **Province** **Postal Code**
Daytime phone number **Other phone number** **Fax number for document service**

FROM the LANDLORD (full names are required)

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

Lona Enterprises Ltd

T.W.D. (Tommie) Allen, Building Manager

Last name or full legal business name

First and middle names

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

Unit/site # **Street # and street name** **City** **Province** **Postal Code**
Daytime phone number **Other phone number** **Fax number for document service**

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

Unit/site # **Street # and street name** **City** **Province** **Postal Code**

By: **27** **January** **2013**
Day Month Year

(date when tenant must move out or vacate the site)

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

Landlord's or Agent's signature

Print name

Date

T.W.D. (Tommie) Allen, Building Manager

January 17, 2013

This is page 1 of a 2-page Notice.

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

DELIVERED JAN 17 2013

POSTED ON DOOR & SENT BY REGISTERED MAIL

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

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

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

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

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

The Notice is Deemed Received by the Tenant:

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

Disputing the Notice:

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

Tenants may dispute the notice for specific reasons such as:

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

Important Facts:

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

For More Information:

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

This is page 2 of a 2-page Notice.

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

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

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



Jan. 28. 2013 3:35PM

SEK CE B.C.



REGISTERED
DOMESTIC

RECOMMANDÉ
RÉGIME INTÉRIEUR

REÇU DU CLIENT

No. 5794 P. 7



s.22

City / Ville / Postcode

Handwritten signature

s.22

Declared Value / Valeur déclarée \$

33-086-564 (11-04)



OPC Tracking Number / Numéro de rétrogramme de la CDP
RW 728 429 859 CA

Jan. 28. 2013 3:35PM

SEK. JOE B. C.

No. 5794 P. 8

RECEIPT
REÇU

LONA ENTERPRISES LTD.

s.22

RECEIVED FROM REÇU DE	DATE <u>JAN 24-2013</u>	251478
s.22		\$ <u>100</u>
FOR POUR <u>TWO HUNDRED DOLLARS</u>		100 DOLLARS
TAX REG. NO. N° DE TAXE		s.22

RECEIPT
REÇU

LONA ENTERPRISES LTD.

s.22

RECEIVED FROM REÇU DE	DATE	251479
		\$
		100 DOLLARS
FOR POUR		
TAX REG. NO. N° DE TAXE		BY PAR TC715B

RECEIPT
REÇU

LONA ENTERPRISES LTD.

s.22

RECEIVED FROM REÇU DE	DATE	251480
		\$
		100 DOLLARS
FOR POUR		
TAX REG. NO. N° DE TAXE		BY PAR TC715B

s.22

January 17, 2013**To:**

s.22

Abbotsford, B.C.,

s.22

**This is to advise you that your Rent Cheque has not been received
for December, 2012, in the amount of \$620.00
and for January, 2013, in the amount of \$620.00**

Your Tenancy Agreement, Additional Terms states:

**"6. RENT: The tenant shall pay the rent to the landlord in advance on or before
the first day of each month."**

Basic Living Space \$620.00

Parking \$

TOTAL \$620.00

Late Payments are subject to a Service Charge of \$25.00 after the 1st day of the month.

N.S.F. and returned cheques are also subject to a Service Charge of \$40.00

**The Rent and the Service Charge(s) must be paid by:
Money Order, Certified Cheque or, (preferably not) Cash.**

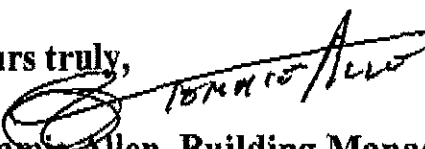
Please bring us, forthwith, a Money Order or Certified Cheque in the amount of:

Amount of RENT:	\$ 1240.00
+ 2 x Late Fee of \$25.00:	\$ 50.00
= Total Amount Due:	\$1290.00

**** PLEASE NOTE: IF THIS MATTER IS NOT PAID
BY CASH OR BANK MONEY ORDER WITHIN 5 DAYS,
WE WILL PROCEED WITH THE ATTACHED TERMINATION ORDER.**

Thank you for your immediate attention to this important matter.

Yours truly,


Tommie Allen, Building Manager, (for) Lona Enterprises Ltd.
Cc/files

OPEN BOOKLET BEFORE COMPLETING - SIGN - SEPARATE DOCUMENT BY TEARING THE TOP PERFORATION

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

This Agreement Form is for the exclusive use of members of the Rental Owners and Managers Society of BC. Any unauthorized reproduction or use is prohibited.



RESIDENTIAL TENANCY AGREEMENT

LONA ENTERPRISES LTD.

s.22

ENTERED JAN 24 2013

1. **AGREEMENT.** The parties to this Residential Tenancy Agreement (from now on referred to as, "this Agreement") agree to be legally bound by and comply with the terms of this Agreement. The parties understand that where in this Agreement the words, "the Act," are used, they refer to the Residential Tenancy Act, SBC 2002, c.78, as amended, and Regulation made from time to time.

BETWEEN: Landlord LONA ENTERPRISES LTD.Address s.22 ABERDEEN RD BC CITY PROVINCE

AND Tenant(s) CORRECT LEGAL NAMES s.22

Tenant(s) CORRECT LEGAL NAMES s.22

2. **CORRECT LEGAL NAMES** of all ADULT persons (age 19 or older) other than tenant(s) to occupy the rental unit.

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

CORRECT LEGAL NAMES of all MINOR PERSONS (under age 19, including infants) to occupy the rental unit and their ages.

LAST NAME FIRST NAME AGE LAST NAME FIRST NAME AGE

3. **RENTAL UNIT TO BE RENTED.**

Suite No s.22 Building name s.22 Building Address s.22

No furnishings, equipment, facilities, services, or utilities will be provided by the landlord and included in the rent EXCEPT those checked below, which the tenant agrees are in good condition and which the tenant and his guests will use carefully. See Clause 11, Utilities Payment.

Laundry Facilities: Washer in rental unit ☐ Dryer in rental unit ☐ Washer and Dryer in Common Area (pay machines - additional fee) ☒Appliances: Fridga ☒ Stove ☒ Dishwasher ☐ Garburator ☐Cablevision * ☒ Heat ☒ Water supply * ☐ Carpets ☒ Garbage Collection * ☒Window Coverings ☒ Electricity ☐ Sewage Disposal * ☐ Furniture ☐ Natural or Propane gas ☐Parking; See Clause 6, Rent ☐ Hot Water * ☐ Other Facility or Service * ☐

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

* Upon 30 days written notice, the landlord may change or remove any of these services, if the method by which they are supplied to the landlord changes.

4. **RENTAL PERIOD AND TERMS OF TENANCY.**

Check ☒ The tenancy created by this Agreement STARTS ON DECEMBER 15 2006.A or B ☒ A. and continues on a month to month basis until cancelled in accordance with the Act.☐ B. and is for a fixed term ending on the NINETEEN day of NOVEMBER 2007.Check ☒ IF YOU CHOOSE B, CHECK C OR DC or D ☒ C. At the end of this time the tenancy will continue on a month to month basis, or another fixed length of time, unless the tenant gives written notice to end the tenancy at least one clear month before the end of the term.☐ D. At the end of this time the tenancy is ended and the tenant must vacate the rental unit.

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

LANDLORD'S INITIALS

TENANT'S INITIALS

5. **LIQUIDATED DAMAGES.** If the tenant ends the fixed term tenancy, or is in breach of the Residential Tenancy Act or a material term of this Agreement that causes the landlord to end the tenancy before the end of the term as set out in B above, or any subsequent fixed term, the tenant will pay to the landlord the sum of \$ 300.00 as liquidated damages and not as a penalty. Liquidated damages are an agreed pre-estimate of the landlord's costs of re-renting the rental unit and must be paid in addition to any other amounts owed by the tenant, such as unpaid rent or for damage to the rental unit or residential property.

6. **RENT AND FEES.** The tenant will pay to the landlord in advance on or before the first day of each month:

Rent \$ 610.00

Parking Fee(s) \$ _____ () Specify

Other Fee(s) \$ _____ () Specify

TOTAL RENT AND FEES \$ 610.00

Subject to clause 13, Additional Occupants, the tenant agrees that for each additional tenant or occupant not named in clause 1 or 2 above, the rent will increase by \$ 50.00 per month, effective from the date of his occupancy. The acceptance by the landlord of any additional occupant does not otherwise change this Agreement or create a new tenancy.

7. **SECURITY DEPOSIT AND PET DAMAGE DEPOSIT.**

A Security deposit in advance in the amount of \$ _____ paid on _____ 20 _____

A Pet Damage deposit in the amount of \$ NO PETS paid on _____ 20 _____

The landlord agrees

- (a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the rental unit,
- (b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the Regulation, and,
- (c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or the landlord applies for dispute resolution under the Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit. The 15 days period starts on the later of the date the tenancy ends, or the date the landlord receives the tenant's forwarding address in writing.
- (d) If the landlord does not comply with (c), the landlord may not make a claim against the security deposit or pet damage deposit, and must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- (e) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

At the end of the tenancy the landlord may retain from a security deposit or a pet damage deposit any unpaid amount that a Dispute Resolution Officer has ordered the tenant to pay to the landlord.

8. **CONDITION INSPECTIONS.** In accordance with sections 23 and 35 of the Act and Part 3 of the Regulation, the landlord and tenant must inspect the condition of the rental unit together when the tenant is entitled to possession, when the tenant starts keeping a pet during the tenancy if a condition inspection was not completed at the start of the tenancy, and at the end of the tenancy. The landlord and tenant may agree on a different day for the condition inspection. The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with sections 24 and 36 of the Act.

9. **PAYMENT OF RENT.** Rent must be received by the landlord on or before the first calendar day of each month, unless the parties agree in writing in advance to a different date.

The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice. The landlord must give the tenant a receipt for rent paid in cash.

The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the rental unit without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

10. **ARREARS.** Late payment, returned or non-sufficient funds (N.S.F.) cheques are subject to an administrative fee of not more than \$25.00 each, plus the amount of any service fees charged by a financial institution to the landlord. Although these fees are payable by the tenant to the landlord, failure to pay the rent on the due date is a breach of a material term of this Agreement. The obligation of the tenant under this Agreement and by law requires the rent to be paid on the date that it is due. For example, an excuse that the tenant does not have the rent money or will not have the rent money until a later date is not an acceptable excuse in law.

11. **UTILITIES PAYMENT.** Utilities that are not included in the rent or are not paid to the landlord are the responsibility of the tenant who must apply for hook up and must maintain current payment of the utility account. The discontinuation of utility service resulting from the tenant's cancellation or failure to maintain payment of his utility account is a breach of a material term of this Agreement. The landlord has the right to end the tenancy if the tenant fails to correct the breach within a reasonable time after receiving written notice to do so. Any utilities charges to be paid to the landlord that remain unpaid more than 30 days after the tenant receives a written demand for payment will be treated as unpaid rent and the landlord may issue a Notice to End Tenancy.

12. **RENT INCREASES.** Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or ServiceBC Centre. The landlord must give the tenant 3 whole months notice, in writing, of a rent increase. For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st. The landlord may increase the rent only in the amount set out by the Regulation. If the tenant thinks the rent increase is more than is allowed by the Regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance. Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

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

13. **ADDITIONAL OCCUPANTS.** No person, other than those listed in paragraphs 1 and 2 above, may occupy the rental unit. A person not listed in paragraph 1 or 2 above who resides in the rental unit for a period in excess of fourteen cumulative days in any calendar year will be considered to be occupying the rental unit contrary to this Agreement and without right or permission of the landlord. This person will be considered a trespasser. A tenant anticipating an additional person to occupy the rental unit must promptly apply in writing for permission from the landlord for such person to become an approved occupant. Failure to apply and obtain the necessary approval of the landlord in writing is a breach of a material term of this Agreement, giving the landlord the right to end the tenancy after proper notice.

14. **USE OF RENTAL UNIT.** The tenant and his guests must use the rental unit for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes. No public meetings or assemblies may be held in the rental unit. No business or commercial advertising may be placed on or at the rental unit or the residential property. When the landlord supplies window coverings, the tenant's drapes and curtains may not be used without the landlord's prior written consent. The tenant will not make or cause any structural alteration to be made to the rental unit or residential property. Painting, papering, or decorating of the rental unit or residential property may be done only with the landlord's prior written consent and with landlord approved colours. Hooks, nails, tapes, or other devices for hanging pictures or plants, or for affixing anything to the rental unit or residential property will be of a type approved by the landlord and used only with the landlord's prior written consent. The tenant may not install a washer, dryer, dishwasher, or similar equipment without the landlord's prior written consent. Any appliance or equipment supplied by the landlord must not be repaired or removed without the landlord's prior written consent.

15. **MOVING.** The tenant's property must be moved in or out of the residential property through designated doors, at the risk of the tenant. The tenant will be liable for any costs of moving, including any costs resulting from injury, or from damage to the tenant's property, the residential property, or the rental unit. If the tenant requests and the landlord agrees to a move to a different rental unit within the residential property, the landlord may charge the tenant the greater of \$15 or 3% of the rent in the tenant's current rental unit as a one-time moving fee.

16. **ASSIGN OR SUBLET.** The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under this tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent. If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Act.

17. **CONDUCT.** In order to promote the safety, welfare, enjoyment, and comfort of other occupants and tenants of the residential property and the landlord, the tenant or the tenant's guests must not disturb, harass, or annoy another occupant of the residential property, the landlord, or a neighbour. In addition, noise or behaviour, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the residential property or other person, must not be made by the tenant or the tenant's guests, nor must any noise be repeated or persisted after a request to discontinue such noise or behaviour has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the residential property or other person at any time, and in particular between the hours of 10:00 p.m. and 9:00 a.m.

If any tenant or tenant's guest causes another tenant to vacate his rental unit because of such noise or other disturbance, harassment, or annoyance or because of illegal activity by the tenant or tenant's guest, the tenant must indemnify and save harmless the landlord for all costs, losses, damages, or expenses caused thereby. The landlord may end the tenancy pursuant to the Act as one of his remedies.

18. **PETS.** Unless specifically permitted in writing in advance by the landlord, the tenant must not keep or allow on the residential property any animal, including a dog, cat, reptile, or exotic animal, domestic or wild, fur bearing or otherwise. Where the landlord has given his permission in advance in writing, the tenant must ensure that the pet does not disturb any person in the residential property or neighbouring property, and further the tenant must ensure that no damage occurs to the rental unit or residential property as a result of having or keeping the pet. This is a material term of this Agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will compensate the landlord for damages, expenses, legal fees, or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant. Having regard to the potential noise factors, health requirements, and mess, the tenant will not encourage or feed wild birds or animals at or near the residential property.

Any term in this tenancy agreement that prohibits or restricts the size of a pet, or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Animal Act*.

19. **APPLICANTS AND INVITED GUESTS.** The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.

20. **STORAGE.** All property of the tenant kept on the residential property must be kept in safe condition in proper storage areas and is at the tenant's risk for loss, theft, or damage from any cause whatsoever. Hazardous or dangerous items must not be kept or stored on or in the residential property or rental unit. It is a material term of this Agreement that items stored inside the rental unit must be limited in type and quantity so as not to present a potential fire or health hazard, or to impede access to, egress from or normal movement within any area of the rental unit.

Vehicles. Only vehicles listed in the tenancy application and no other vehicles may be parked, but not stored, on the residential property. The parking areas are to be occupied by vehicles which are in operating condition, currently licensed, and insured for on-road operation. Motor vehicle or other repairs must not be done in the rental unit or on the residential property.

Bicycles. Bicycles are to be stored in designated areas only. They must not be kept, left, or stored on a balcony or in a hallway. They must not be moved through a lobby or hallway, or placed in an elevator.

21. **LIQUID FILLED ITEMS.** The tenant must not bring in to the rental unit or on the residential property any waterbed, aquarium, or other property that can be considered to be liquid filled, without the landlord's prior written consent. The landlord's consent will be subject to the tenant providing the landlord with written evidence that the tenant has in place tenant liability insurance with a minimum coverage of \$1,000,000.

22. **WASTE MANAGEMENT.** Garbage, waste, boxes, or papers must not be placed or left in hallways, a parking area, driveway, patio, or other common area of the residential property, except those areas designated for disposal. All garbage must be drained, bagged or wrapped, and tied securely before being placed in a chute or approved receptacle. Spillage must be cleaned up immediately by the person responsible. Any large item to be discarded, such as furniture, must not be abandoned or placed in garbage collection areas, but must be removed from the residential property by the tenant at the tenant's expense. The tenant must comply with the residential property recycling methods.

23. **CARPETS AND WINDOW COVERINGS.** The tenant is responsible for periodic cleaning of carpets and window coverings provided by the landlord. While professional cleaning is recommended at all times, if the carpets and window coverings are new or professionally cleaned at the start of the tenancy, the tenant will pay for professional cleaning at the end of the tenancy.

24. **FLOORS.** All non-carpeted floors must be kept clean and properly cared for by the tenant. The tenant will, within one month of the commencement of this tenancy, carpet all traffic areas that were previously bare floor, to the landlord's reasonable satisfaction. Any furniture located on bare floor must have protective devices on the base or legs to protect the floor from damage.

25. **COMMON AREAS.** The tenant must not misuse or damage common areas of the residential property, but must use them prudently and safely and must conform to all notices, rules, or regulations posted on or about the residential property concerning the use of common areas, including restriction of their use to tenants only and restriction on use by children. All such use will be at the sole risk of the tenant or the tenant's guests.

26. **OUTSIDE.** Rugs, mops, rags, and dusters must not be shaken out of windows, doors, or in common areas of the residential property. Nothing may be thrown from or placed on, hung on, or affixed to the inside or outside of windows, doors, balconies, or the exterior parts of the residential property. An awning, antenna, satellite dish, cable, or wire must not be installed on the residential property. A barbecue must not be used on or in the rental unit or stored on a balcony without the prior written consent of the landlord.

27. **REPAIRS. Landlord's Obligations:** The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety, and housing standards required by law. If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may apply for dispute resolution under the Act for the completion and costs of the repair.

Tenant's Obligations: The tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and the residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property. If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may apply for dispute resolution under the Act for the cost of repairs, serve a Notice to End Tenancy, or both.

The tenant must ensure that the rental unit is appropriately ventilated, exhaust fans are regularly used, and must follow reasonable housekeeping practices, to minimize the presence or accumulation of moisture, thus preventing the occurrence of mould or mildew.

Emergency Repairs: The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs. If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property, and are limited to repairing major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to a rental unit, or the electrical systems.

28. **HAZARDS.** The tenant will immediately notify the landlord or landlord's contact person in the event of discovery of a fire, or the escape of water, gas or other substance starting from the rental unit or elsewhere on the residential property. In addition, the tenant will immediately warn any other occupants on the residential property threatened by such hazard.

29. **LIABILITY AND INSURANCE.** The tenant agrees to carry sufficient insurance to cover his property against loss or damage from any cause and for third party liability. The tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's property. The tenant will be responsible for any claim, expense, or damage resulting from the tenant's failure to comply with any term of this Agreement and this responsibility will survive the ending of this Agreement.

The tenant will not do, or permit to be done, anything that may void the landlord's insurance covering the residential property or rental unit, or that may cause the landlord's insurance premiums to be increased. Unless the landlord is in breach of a lawful duty, the tenant releases the landlord from any liability in connection with the use by the tenant or tenant's guests of the rental unit or the residential property.

30. **LOCKS.** The landlord must not change locks or other means of access to the residential property unless the landlord provides each tenant with new keys or other means of access to the residential property. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys. The tenant must not change locks or other means of access to common areas of the residential property, unless the landlord agrees in writing to the change, or to his rental unit, unless the landlord agrees in writing to, or a Dispute Resolution Officer has ordered, the change.

The door to the tenant's rental unit must be kept closed and in the tenant's absence locked. Subject to the Act no lock or security device, such as a door chain or alarm system, may be installed or changed or altered, and extra keys must not be made for any lock on the residential property or rental unit, except with the prior written consent of the landlord. The entry to any part of the residential property or rental unit by unauthorized possession of a key or otherwise by any person is a breach of a material term of this Agreement. The tenant will be responsible for any cost incurred to regain entrance to the residential property or rental unit including any damage and all necessary repairs, in the event the tenant locks himself out of the residential property or rental unit.

31. **ENTRY OF RENTAL UNIT BY THE LANDLORD.** For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit. The landlord may enter the rental unit only if one of the following applies:

- at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states the purpose for entering, which must be reasonable, and the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
- there is an emergency and the entry is necessary to protect life or property;
- the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
- the tenant has abandoned the rental unit;
- the landlord has an order of a Dispute Resolution Officer or court saying the landlord may enter the rental unit;
- the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

The landlord may inspect the rental unit monthly in accordance with (a) above.

If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for dispute resolution under the Act to change the locks, keys, or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy the tenant must give the key to the rental unit to the landlord.

32. **ENDING THE TENANCY.** The tenant may end a monthly, weekly, or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.

This notice must be in writing and must include the address of the rental unit, include the date the tenancy is to end, be signed and dated by the tenant, and include the specific grounds for ending the tenancy. If the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Act.

The landlord may end the tenancy only for the reasons and only in the manner set out in the Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.

The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

The tenant must vacate the residential property by 1:00 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

The tenant understands and agrees that the rental unit may be shown to potential purchasers or tenants in accordance with the Act. The tenant agrees to fully cooperate in the interest of incoming tenants.

33. **OVERHOLDING.** If the tenant remains in possession of the rental unit after the last day of the term as set out in this Agreement, or after any other lawful end of the tenancy, the landlord may claim for damages against the tenant and the tenant will be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order from a court or a Dispute Resolution Officer and when such an order has been obtained, eviction by a bailiff may follow. In addition the landlord and the incoming tenant have a civil right of action against the tenant as a result of the tenant's failure to leave the rental unit as required by law.

34. **APPLICATION OF THE RESIDENTIAL TENANCY ACT.** The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Act or a regulation made under the Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation, or standard term, the term of the tenancy agreement is void. Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and the tenant. If a change is not agreed to in writing, is not initialled by both the landlord and the tenant or is unconscionable, it is not enforceable. The requirement for agreement to change this tenancy Agreement does not apply to a rent increase given in accordance with the Act, a withdrawal of, or a restriction on, a service or facility in accordance with the Act, or a term in respect of which a landlord or tenant has obtained a Dispute Resolution Officer's order that the agreement of the other is not required.

35. **LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT.** The landlord must give the tenant a copy of this Agreement promptly, and in any event within 21 days of entering into this Agreement.

36. **DISPUTE RESOLUTION.** Either the tenant or the landlord has the right to apply for dispute resolution, as provided under the Act.

37. **SERVICE OF NOTICES.** The tenant must accept any notice, order, process or document required or permitted to be given, when served in accordance with the Act.

38. **FORM K, NOTICE OF TENANT'S RESPONSIBILITIES.** Where the rental unit is a strata lot, the tenant agrees to complete and sign Form K, Notice of Tenant's Responsibilities, prior to possession and will at all times during this tenancy comply with the provisions of the Strata Property Act as it affects him as a tenant and occupier of the strata lot. The tenant agrees to abide by the provisions of the bylaws and the rules and regulations of the Strata Corporation as adopted from time to time.

39. **CONTRACTUAL.** If more than one tenant signs this Agreement, each tenant's obligations are joint and several. If more than one landlord signs this Agreement, each landlord's obligations are joint and several. A breach of this Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the Act and thus regain vacant possession of the rental unit. The singular of any word includes the plural, and vice versa. The use of any term is generally applicable to any gender and, where applicable, to a corporation. The word 'landlord' includes the owner of the residential property and his authorized agent.

40. **PERSONAL INFORMATION.** The landlord agrees not to use or disclose any of the tenant's personal information contained in this Agreement without the tenant's prior written permission, unless the Personal Information Protection Act permits such use or disclosure.

41. **AGENT NOT A STAKEHOLDER.** The tenant agrees that if the person signing this Agreement as or on behalf of the landlord is an agent for the owner of the residential property, and such agent receives any money in connection with the tenancy, the agent is not a stakeholder, and the agent may release the money to the owner.

42. **DISCLOSURE.** The tenant acknowledges and agrees that the landlord or landlord's agent is not representing or acting on behalf of the tenant in this Agreement.

43. **SMOKING.** The tenant agrees to the following material term regarding smoking:

☐ No smoking of any combustible material is permitted on the residential property, including within the rental unit.

☐ Smoking of tobacco products only is limited to within the rental unit.

☒ Smoking of tobacco products only is limited to the area described as APARTMENT 1501

Landlord's
Initials

Tenant's
Initials

44. **OTHER.** RENT IS TO BE PAID ON TIME - EVERY MONTH

IN THE FORM OF MONEY ORDER CERTIFIED CHEQUE OR

BY CHEQUE - NOT BY CASH.

Landlord's
Initials

Tenant's
Initials

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE TENANT HEREBY ACKNOWLEDGES HAVING READ AND RECEIVED A DUPLICATE COPY OF THIS AGREEMENT.

Dated at ABBOTSFORD, B.C., this 24TH day of SEPTEMBER, 20 13.

Agreed and signed by each adult TENANT

s.22

Agreed and signed by LANDLORD

Landlord Contact Phone Number

s.22

Landlord Contact Fax Number

The tenant provides fax number _____ as an address for service under this Agreement.

Tenant's e-mail Address _____

Tenant's contact in case of emergency: Name _____

Phone No. (____) _____

HOU-2014-00034

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**ServiceBC**

Government Agent
Ministry of Citizens' Services
and Open Government
www.servicebc.gov.bc.ca

Service BC
Government Agent
Phone: 604-795-8415
Fax: 604-795-8408
Fax: 604-795-8627

1 - 45467 Yale Rd W.
Chilliwack, BC
V2R 3Z8

From the desk of:

☐ Lynn
(604)795-8468

☐ Caroline
(604)795-8407

☐ Shannon
(604)795-8413

☐ Rhonda
(604)795-8471

☐ Dora
(604)795-8469

☒ Kellie
(604)795-8446

☐ Diana
(604)795-8218

☐ Ken
(604)795-8406

☐ Pinder
(604)795-8415

☐ Donna
(604)795-8463

To: RESIDENTIAL TENANCY BRANCH

Date:

Jan 28/2013

FILE#: 803412

PAGES (INCL COVER): 13

CLIENT NAME:

Lona Enterprises

FAX NO. (check off):

☒ NEW APPLICATION - 1-866-823-1026

☐ REVIEW/CORRECTION/CLARIFICATION -
1-866-341-1048

☐ DIRECT REQUEST - 1-866-341-7536

☐ AMENDED APPLICATION - 1-866-341-1048

☐ PACKAGE(S) NOT CLAIMED - 1-866-341-1048

☐ OTHER (SPECIFY BELOW) - 1-866-341-1048

(EVIDENCE - must be faxed to : 1-866-341-1269 with evidence cover page)

Special Instructions:

Province of British Columbia
Ministry of Housing & Social Development
Office of Housing and Construction Standards

RESIDENTIAL TENANCY BRANCH
400 – 5021 Kingsway, BURNABY BC V5H 4A5
PHONE: 1 (800) 665-8779

TO: Government Agent at: CHILLIWACK

File Number: 803412

For the Applicant: LONA ENTERPRISES LTD.

1. **Please give the client the original Application for Dispute Resolution to make changes:**
2. **REMOVE ET CODE FROM APPLICATION**

Notice of Hearing Documents to be served no later than: FEBRUARY 1, 2013

Please refax RTB only the corrected pages of the application so that we may update the file on the computer.

2. Assemble one document package for the Applicant and one for **EACH** Respondent.
3. Include in each package a copy of the attached:
 - **Notice of a Dispute Resolution Hearing** letter; and
 - **Application for Dispute Resolution** (2 pages) plus any other related documentation IE: . Schedule of Parties, additional application page etc.
4. Attach the "The Dispute Resolution Process" (Fact Sheet RTO:114 - 4 pages) to each document package prepared.
5. When assembling the Hearing Package place the Notice of Hearing Letter on top, followed by the Application for Dispute Resolution, any additional pages, and the "Dispute Resolution Process" Fact Sheet.

Please do not include the filing fee waiver and proof of income in any of the packages.

6. Give originals back to client and ensure that you have faxed payment confirmation to the RTB.
7. If there is any additional evidence, please fax a copy to 1-866-341-1269 quoting file number.

Pickup Date: JANUARY 29, 2013 Fee Due:

NOTE: ADDED INSTRUCTIONS FOR G.A. (SEE #1)

Date: January 29 2013 Number of Pages including this one: 2

Operator Sending: mike

This message is intended only for the use of the individual named above and may contain information that is privileged or confidential. If you are not the intended recipient, please notify sender immediately by telephone.

January 29, 2013

RESPONDENT:

APPLICANT:

LONA ENTERPRISES LTD
THOMAS WILLIAM DENHAM ALLEN

s.22

NOTICE OF A DISPUTE RESOLUTION HEARING

Concerning premises at: s.22 ABBOTSFORD BC

File No. 803412

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: Friday, February 22, 2013 at 01:30 PM
(Pacific Time)

Phone Number

- **Vancouver area:**
- **All other locations:** s.17 **(toll free call)**

Access Code:**INSTRUCTIONS:**

1. At the scheduled start time, call one of the numbers available:
Vancouver s.17 OR, for all other areas, s.17

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:
400 - 5021 Kingsway
Burnaby, BC V5H 4A5

Telephone: 604 660-1020
Toll Free: 1 800 665-8779
Facsimile: 604 660-2363

January 29, 2013

RESPONDENT:

s.22

APPLICANT:

LONA ENTERPRISES LTD
THOMAS WILLIAM DENHAM ALLEN**NOTICE OF A DISPUTE RESOLUTION HEARING**

Concerning premises at: s.22 ABBOTSFORD BC

File No. 803412

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: Friday, February 22, 2013 at 01:30 PM
(Pacific Time)

Phone Number

- **Vancouver area:**
- **All other locations:** s.17 (toll free call)

Access Code:**INSTRUCTIONS:**

1. At the scheduled start time, call one of the numbers available:
Vancouver s.17 OR, for all other areas, s.17

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.

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GOVERNMENT AGENTS REVENUE MANAGEMENT SYSTEM
TRANSACTION RECEIPT HST# R10788473800014 CHILLIWACK SC40404
JANUARY 28, 2013 TRANSACTION ID: 1000136
DUPLICATE RECEIPT

ITEM	PRICE	QUANT	AMOUNT
0641 RTB GA DR FEE			
RTA FILING	50.00	1	50.00
FILE NUMBER	803412		
DOC: CLIENT NAME	LONA ENTERPRISES LTD		
SUBTOTAL			50.00
HST CHARGED ON	0.00		0.00
TRANSACTION TOTAL			50.00
DEBIT CARD			50.00
TOTAL PAYMENT			50.00
CHANGE			0.00

For more information visit our web site at
WWW.SERVICEBC.GOV.BC.CA or call Enquiry BC
at 1-800-663-7867.

access to government services made easy

Spence Fairweather

Landlord's Application for Dispute Resolution

For RTB use only: File # 812418

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

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

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

Lona Enterprises Ltd.

Last name or the full legal business name

First and middle names

Last name (if more than one landlord, also use form #RTB-26)

First and middle names

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

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

Daytime phone number

Other phone number

Fax number for document service

- ☐ Yes, a Schedule of Parties (#RTB-26) is being used to add more 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)

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

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

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

Last name

First and middle names

Last name

First and middle names

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

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

Daytime phone number

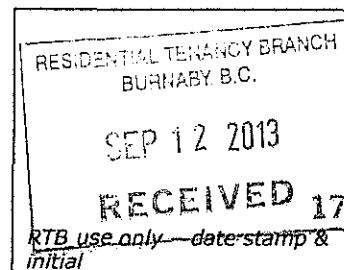
Other phone number

Fax number for document service

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

TO FILE THIS APPLICATION:

- On this page, fill in the information boxes.
- On page 2, check the boxes that apply to your request, provide details and sign at the bottom.
- Submit your application in-person at:
 - RTB Burnaby: 400 – 5021 Kingsway
 - RTB 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 Office of Housing and Construction Standards

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

Website: www.rto.gov.bc.ca

#RTB-12-L (2011/03)

For RTB use only: File # 812418**Nature of the Dispute****Ending tenancy, and seeking an Order of Possession:****Notice to End Tenancy**

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

Date the *Notice to End Tenancy* referred to in this Application was served: _____

How was it served? _____

Reason for ending tenancy:

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

Monetary Order:

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

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.

\$ 900.00 1600.00**Other**

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

Details of the Dispute

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

As a favor to tenant I permitted her to move in rent free 2 days prior to Lease Start Date. Bathroom was finished Reno except for vanity mirror and vanity cabinet doors. I advised tenant that it would be completed after the long week end. She took the keys and agreed to Sept. 3, 2013 as move-in inspection date. We parted. She came back with friend the next day and said she wanted her rent cheque back and that she was not moving in. I asked for the keys and she refused to give them too me. Later she put the keys in my door slot. Tenant failed to obtain keys on Lease start date and failed to appear for Move-In Inspection. Tenant put a stop cheque on the rent.

asking for September and October, rent to \$800 + \$800.
I received her security deposit and deposited it in the Bank.
The tenants rent cheque came back as a stop cheque.

Signature: Irene Fairweather Date: September 12, 2013Print name: Irene Fairweather

- ① RTB Application for Dispute Resolution 2 pages RTB 15 pages.
- ② Explanation 2 pages from Low Enterprises Ltd.
- ③ RT Agreement 4 pages.
- ④ RT Agreement Addendum 1 page
- ⑤ Condition Inspection Report 3 pages.
- ⑥ Breach Letter from s.22 1 page.
- ⑦ Carpet Cleaning Receipt (from former Tenant #4) 1 page
- ⑧ FedEx Shipment Status for s.22 1 page
-

**Residential Tenancy Lease Agreement between
Lona Enterprises Ltd. and Tenant:**

s.22

Rental Unit: s.22

Start Date: September 1, 2013

Fixed term ending: August 31, 2013

Telephone follow up: Monday September 2, Wednesday 4, Friday 6, 2013. the tenant did not answer or respond to my messages.

Jane Fairweather

- s.22 had been recommended to me by a former tenant s.22
- On August 14, 2013 s.22 came to view apartment s.22 She complimented me on how clean the building was and that she would feel safe here because s.22 recommended the building and me as Manager, and the upkeep of the building was very good. She said that she had a bad experience with her last landlord who did not keep the building clean. She said that she had been living with friends and going from friend to friend for quite a while and they were urging her to find her own place.
- s.22 viewed the apartment while the bathroom was being upgraded. It included a new bath tub and fixture installation, vanity and fixtures, mirror, lights, medicine cabinet, and paint
- s.22 wanted to lease the apartment. The tenant was happy that she would be on her own because it was hard living with friends who were getting tired of her company. She said the man who recommended her to this building, s.22 lived at s.22 before and he said that I managed the building well and it was kept clean. She said she agreed that the building was well kept and that she felt safe near my office apartment. She also viewed the apartment next to this one and like it as well.
- Tenant called me on August 27 and asked if she could start sleeping overnight in the apartment. I told her that wouldn't be possible because the bathroom was not finished. She pleaded with me because she wanted to leave her friends. Finally I gave in and said she could stay August 30 and 31 rent free.
- August 30, Friday. It was the end of the day and the carpenter had gone home for the long week-end. I taking s.22 through the apartment starting with the kitchen. I said it all looks lovely with the new paint and new ceramic floor tiles. The counters were fairly new and in excellent condition. The living room, bedroom, and bathroom had just been painted a few weeks ago. There was a new bathtub and fixtures, and the vanity sink had new fixtures and medicine cabinet all in white and quite impressive.
- I told her that the doors on the vanity and the mirror were ready to install after the long week-end. She was not very happy that the mirror was not on the cabinet. She said I am a lady and you don't know what I look like when I wake up in the morning. I need a mirror to put on my make-up. I said it is inconvenient having to use a smaller mirror for a short while. Anyway we reserved a Move-in inspection date for the 3rd of September and she took the keys and left.
- The fly in the ointment came on Saturday the 31st when she brought her male friend s.22 to help her bring her things in. It was after that that she found me in the laundry room on my day off and started to make a scene in front of the tenants.

Irene Fairweather

- The drapes were cleaned by the last tenant and rehung, and the carpet shampooed and windows washed clean. The patio was clean.
- She said the apartment was dirty and that the doors in the bathroom vanity and mirror were not installed. I said that we talked about that already yesterday and that it would be completed next week after the long week end. She said she wanted her money back. I told her she had to pay the rent according to her lease. She walked out to her car.
- A few minutes later I followed her to her car. Her male companion s.22 was sitting in the driver's seat with s.22 beside him. I said to s.22 that I wanted the keys back until she moves in on the first of September. She said she wouldn't move in because it's too dirty.
- I asked her what was dirty in the apartment and she couldn't answer. Again I asked her what was the trouble with the apartment and she said "The carpets are dirty". I told her that the carpets had been shampooed when the last tenant left and they are clean now and they will not be shampooed again because that is unreasonable. They were just shampooed professionally last December and no one has lived in the apartment since and they are clean. She said "Well I'm a lady and couldn't live in a filthy apartment like that. She said that was unacceptable and wanted her rent cheque back she wouldn't be staying there and she would not give me the keys until she got the cheque. Her male friend, s.22 told me to just give her the rent cheque and she'll give you the keys. I said there is no negotiating here, you must return the keys. I told her that I was doing her a favor by letting her move in early. I said " I don't know why we are having this conversation as Move in inspection isn't until September 3, 2013". Then I walked away.
- Later that day, August 30th, I found that the keys had been put in my mail slot.
- On September 10th, I received bank notification that s.22 had put a stop payment on her rent cheque.
- On September 10th, I received her Breach letter.
- On September 10th, Fed Ex left notification for a parcel pick up for s.22 her friend. He is not on the lease.

September 7, 2013

Ms Fairweather,



Please consider this a monetary order for return of damage deposit on s.22

For the following reasons I will not be renting the unit. At the time of the suite inspection appointment that you did not fulfill. the unit was still under construction, new fixtures, that were promised for the unit were old, damaged and dirty, carpets stained and not clean, numerous areas including kitchen sink scarred from construction, general uncleanliness of the whole unit.

Also due the general unprofessional attitude and anger issues of the caretaker I have no intentions living in a building where I don't feel safe.

All of which mentioned above have been witnessed, recorded and photographed.

Please return damage in full in C/O s.22 to the following address.

s.22

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

This Agreement Form is for the exclusive use of members of the Rental Owners and Managers Society of BC. Any unauthorized reproduction or use is prohibited.



RESIDENTIAL TENANCY AGREEMENT

s.22

1. **AGREEMENT.** The parties to this Residential Tenancy Agreement (from now on referred to as, "this Agreement") agree to be legally bound by and comply with the terms of this Agreement. The parties understand that where in this Agreement the words, "the Act," are used, they refer to the **Residential Tenancy Act**, SBC 2002, c.78, as amended, and Regulation made from time to time.

BETWEEN: Landlord Loma Enterprises Ltd.
Address s.22 Surrey B.C. s.22
PROVINCE POSTAL CODE

AND	Tenant(s)			S.ZZ			
	CORRECT LEGAL NAMES	LAST NAME	FIRST NAME	MIDDLE NAME	LAST NAME	FIRST NAME	MIDDLE NAME

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

2. **CORRECT LEGAL NAMES** of all ADULT persons (age 19 or older) other than tenant(s) to occupy the rental unit.

LAST NAME	FIRST NAME	MIDDLE NAME	LAST NAME	FIRST NAME	MIDDLE NAME
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CORRECT LEGAL NAMES of all MINOR PERSONS (under age 19, including infants) to occupy the rental unit and their ages.

LAST NAME	FIRST NAME	AGE	LAST NAME	FIRST NAME	AGE
-----------	------------	-----	-----------	------------	-----

3. RENTAL UNIT TO BE RENTED.

Suite No. s.22 Building name s.22 Building Address s.22

No furnishings, equipment, facilities, services, or utilities will be provided by the landlord and included in the rent EXCEPT those checked below, which the tenant agrees are in good condition and which the tenant and his guests will use carefully. See Clause 11, Utilities Payment.

Laundry Facilities: Washer in rental unit ☐ Dryer in rental unit ☐ Washer and Dryer in Common Area (pay machines – additional fee) ☒

Appliances: Fridge ☒ Stove ☒ Dishwasher ☐ Garburetor ☐

Cablevision * ☒ Heat ☒ Water supply * ☒ Carpets ☒ Garbage Collection* ☒

Window Coverings ☒ Electricity ☐ Sewage Disposal * ☐ Furniture ☐ Natural or Propane gas ☐

Parking: See Clause 6, Rent ☐ Hot Water * ☒ Other Facility or Service* _____ ☐

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.

* Upon 30 days written notice, the landlord may change or remove any of these services, if the method by which they are supplied to the landlord changes.

4. RENTAL PERIOD AND TERMS OF TENANCY.

Check The tenancy created by this Agreement STARTS ON 1 Sept. 1, 20 13

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

☒ B. and is for a fixed term ending on the 31 day of August 2014

Check IF YOU CHOOSE B, CHECK C OR D

C or D ☒ **C.** At the end of this time the tenancy will continue on a month to month basis, or another fixed length of time, unless the tenant gives written notice to end the tenancy at least one clear month before the end of the term.

☐ D. At the end of this time the tenancy is ended and the tenant must vacate the rental unit.

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

LANDLORD'S INITIALS

TENANT'S INITIALS

5. **LIQUIDATED DAMAGES.** If the tenant ends the fixed term tenancy, or is in breach of the Residential Tenancy Act or a material term of this Agreement that causes the landlord to end the tenancy before the end of the term as set out in B above, or any subsequent fixed term, the tenant will pay to the landlord the sum of \$ 400.00 as liquidated damages and not as a penalty. Liquidated damages are an agreed pre-estimate of the landlord's costs of re-renting the rental unit and must be paid in addition to any other amounts owed by the tenant, such as unpaid rent or for damage to the rental unit or residential property.

6. **RENT AND FEES.** The tenant will pay to the landlord in advance on or before the first day of each month:

Rent	\$	<u>800. —</u>	
Parking Fee(s)	\$	<u>—</u>	(_____) Specify
Other Fee(s)	\$	<u>—</u>	(_____) Specify
TOTAL RENT AND FEES	\$	<u>800. —</u>	

Subject to clause 13, Additional Occupants, the tenant agrees that for each additional tenant or occupant not named in clause 1 or 2 above, the rent will increase by \$ 400 per month, effective from the date of his occupancy. The acceptance by the landlord of any additional occupant does not otherwise change this Agreement or create a new tenancy.

7. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT.

A Security deposit in advance in the amount of \$ 400.- paid on August 7, 2013

A Pet Damage deposit in the amount of \$ 1 paid on 10, 20 10

The landlord agrees

- Steve Fairweather*
- (a) that the security deposit and pet damage sit must each not exceed one half of the monthly rent payab. the rental unit.
 - (b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the Regulation, and,
 - (c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless the tenant agrees in writing allow the landlord to keep an amount as payment for unpaid rent or damage, or the landlord applies for dispute resolution under the Act within 15 days of the end of tenancy agreement to claim some or all of the security deposit or pet damage deposit. The 15 days period starts on the later of the date the tenancy ends, or the date landlord receives the tenant's forwarding address in writing.
 - (d) If the landlord does not comply with (c), the landlord may not make a claim against the security deposit or pet damage deposit, and must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
 - (e) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

At the end of the tenancy the landlord may retain from a security deposit or a pet damage deposit any unpaid amount that a Dispute Resolution Officer has ordered the tenant to pay to the landlord.

8. **CONDITION INSPECTIONS.** In accordance with sections 23 and 35 of the Act and Part 3 of the Regulation, the landlord and tenant must inspect the condition of the rental unit together when the tenant is entitled to possession, when the tenant starts keeping a pet during the tenancy if a condition inspection was not completed at the start of the tenancy, and at the end of the tenancy. The landlord and tenant may agree on a different day for the condition inspection. The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with sections 24 and 36 of the Act.

9. **PAYMENT OF RENT.** Rent must be received by the landlord on or before the first calendar day of each month, unless the parties agree in writing in advance to a different date.

The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice. The landlord must give the tenant a receipt for rent paid in cash.

The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the rental unit without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant with the tenant provides a forwarding address in writing.

10. **ARREARS.** Late payment, returned or non-sufficient funds (N.S.F.) cheques are subject to an administrative fee of not more than \$25.00 each, plus the amount of any service fees charged by a financial institution to the landlord. Although these fees are payable by the tenant to the landlord, failure to pay the rent on the due date is a breach of a material term of this Agreement. The obligation of the tenant under this Agreement and by law requires the rent to be paid on the date that it is due. For example, an excuse that the tenant does not have the rent money or will not have the rent money until a later date is not an acceptable excuse in law.

11. **UTILITIES PAYMENT.** Utilities that are not included in the rent or are not paid to the landlord are the responsibility of the tenant who must apply for hook up and must maintain current payment of the utility account. The discontinuation of utility service resulting from the tenant's cancellation or failure to maintain payment of his utility account is a breach of a material term of this Agreement. The landlord has the right to end the tenancy if the tenant fails to correct the breach within a reasonable time after receiving written notice to do so. Any utility charges to be paid to the landlord that remain unpaid more than 30 days after the tenant receives a written demand for payment will be treated as unpaid rent and the landlord may issue a Notice to End Tenancy.

12. **RENT INCREASES.** Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment. The landlord must use the approved Notice of Rent Increase form available from any Residential Tenancy office or ServiceBC Centre. The landlord must give the tenant 3 whole months notice, in writing, of a rent increase. For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st. The landlord may increase the rent only in the amount set out in the Regulation. If the tenant thinks the rent increase is more than is allowed by the Regulation, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance. Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

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

13. **ADDITIONAL OCCUPANTS.** No person, other than those listed in paragraphs 1 and 2 above, may occupy the rental unit. A person not listed in paragraph 1 or 2 above who resides in the rental unit for a period in excess of fourteen cumulative days in any calendar year will be considered to be occupying the rental unit contrary to this Agreement and without the permission of the landlord. This person will be considered a trespasser. A tenant anticipating an additional person to occupy the rental unit must promptly apply in writing for permission from the landlord for such person to become an approved occupant. Failure to apply and obtain the necessary approval of the landlord in writing is a breach of a material term of this Agreement, giving the landlord the right to end the tenancy after proper notice.

14. **USE OF RENTAL UNIT.** The tenant and his guests must use the rental unit for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes. No public meetings or assemblies may be held in the rental unit. No business or commercial advertising may be placed on or at the rental unit or the residential property. When the landlord supplies window coverings, the tenant's drapes and curtains may not be used without the landlord's prior written consent. The tenant will not make or cause any structural alteration to be made to the rental unit or residential property. Painting, papering, or decorating of the rental unit or residential property may be done only with the landlord's prior written consent and with landlord approved colours. Hooks, nails, tapes, or other devices for hanging pictures or plants, or for affixing anything to the rental unit or residential property will be of a type approved by the landlord and used only with the landlord's prior written consent. The tenant may not install a washer, dryer, dishwasher, or similar equipment without the landlord's prior written consent. Any appliance or equipment supplied by the landlord must not be repaired or removed without the landlord's prior written consent.

15. **MOVING.** The tenant's property must be moved in or out of the residential property through designated doors, at the risk of the tenant. The tenant will be liable for any costs of moving including any costs resulting from injury, or from damage to the tenant's property, the residential property, or the rental unit. If the tenant requests and the landlord agrees to a move to a different rental unit within the residential property, the landlord may charge the tenant the greater of \$15 or 3% of the rent in the tenant's current rental unit as a one-time moving fee.

16. **ASSIGN OR SUBLET.** The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under this tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent. If a landlord unreasonably withholds consent to assign or sublet or charge a fee, the tenant may apply for dispute resolution under the Act.

17. **CONDUCT.** In order to promote the safety, welfare, enjoyment, and comfort of other occupants and tenants of the residential property and the landlord, the tenant or the tenant's guest must not disturb, harass, or annoy another occupant of the residential property, the landlord, or a neighbour. In addition, noise or behaviour, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the residential property or other person, must not be made by the tenant or the tenant's guests, nor must any noise be repeated or persist after a request to discontinue such noise or behaviour has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb quiet enjoyment of another occupant of the residential property or other person at any time, and in particular between the hours of 10:00 p.m. and 9:00 a.m.

If any tenant or tenant's guest causes another tenant to vacate his rental unit because of such noise or other disturbance, harassment, or annoyance or because of illegal activity by the tenant or tenant's guest, the tenant must indemnify and save harmless the landlord for all costs, losses, damages, or expenses caused thereby. The landlord may end the tenancy pursuant to the Act as one of his remedies.

18. **PETS.** Unless specifically permitted in writing in advance by the landlord, the tenant must not keep or allow on the residential property any animal, including a dog, cat, reptile, or exotic animal, domestic or wild, fur bearing or otherwise. Where the landlord has given his permission in advance in writing, the tenant must ensure that the pet does not disturb any person on the residential property or neighbouring property, and further the tenant must ensure that no damage occurs to the rental unit or residential property as a result of having or keeping a pet. This is a material term of this Agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will compensate the landlord for damages, expenses, legal fees, or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant. Having regard to the potential noise factors, health requirements, and the fact that the tenant will not encourage or feed wild birds or animals at or near the residential property.

Any term in this tenancy agreement that prohibits or restricts the size of a pet, or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the *Guide Animal Act*.

19. **OCCUPANTS AND INVITED GUESTS.** The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit. The landlord must not impose

restrictions on guests and must not require or accept any charge for daytime visits or overnight accommodation of guests. If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding this clause may be resolved by applying for dispute resolution under the Act.

20. **STORAGE.** All property of the tenant kept on the residential property must be kept in safe condition in proper storage areas and is at the tenant's risk for loss, theft, or damage from any cause whatsoever. Hazardous or dangerous items must not be kept or stored on or in the residential property or rental unit. It is a material term of this Agreement that items stored inside the rental unit must be limited in type and quantity so as not to present a potential fire or health hazard, or to impede access to, egress from or normal movement within any area of the rental unit.

Vehicles. Only vehicles listed in the tenancy application and no other vehicles may be parked, but not stored, on the residential property. The parking areas are to be occupied by vehicles which are in operating condition, currently licensed, and insured for on-road operation. Motor vehicle or other repairs must not be done in the rental unit or on the residential property.

Bicycles. Bicycles are to be stored in designated areas only. They must not be kept, left, or stored on a balcony or in a hallway. They must not be moved through a lobby or hallway, or placed in an elevator.

21. **LIQUID FILLED ITEMS.** The tenant must not bring in to the rental unit or on the residential property any waterbed, aquarium, or other property that can be considered to be liquid filled, without the landlord's prior written consent. The landlord's consent will be subject to the tenant providing the landlord with written evidence that the tenant has in place tenant liability insurance with a minimum coverage of \$1,000,000.
22. **WASTE MANAGEMENT.** Garbage, waste, boxes, or papers must not be placed or left in hallways, a parking area, driveway, patio, or other common area of the residential property, except those areas designated for disposal. All garbage must be drained, bagged or wrapped, and tied securely before being placed in a chute or approved receptacle. Spillage must be cleaned up immediately by the person responsible. Any large item to be discarded, such as furniture, must not be abandoned or placed in garbage collection areas, but must be removed from the residential property by the tenant at the tenant's expense. The tenant must comply with the residential property recycling methods.
23. **CARPETS AND WINDOW COVERINGS.** The tenant is responsible for periodic cleaning of carpets and window coverings provided by the landlord. While professional cleaning is recommended at all times, if the carpets and window coverings are new or professionally cleaned at the start of the tenancy, the tenant will pay for professional cleaning at the end of the tenancy.
24. **FLOORS.** All non-carpeted floors must be kept clean and properly cared for by the tenant. The tenant will, within one month of the commencement of this tenancy, carpet all traffic areas that were previously bare floor, to the landlord's reasonable satisfaction. Any furniture located on bare floor must have protective devices on the base or legs to protect the floor from damage.
25. **COMMON AREAS.** The tenant must not misuse or damage common areas of the residential property, but must use them prudently and safely and must conform to all notices, rules, or regulations posted on or about the residential property concerning the use of common areas, including restriction of their use to tenants only and restriction on use by children. All such use will be at the sole risk of the tenant or the tenant's guests.
26. **OUTSIDE.** Rugs, mops, rags, and dusters must not be shaken out of windows, doors, or in common areas of the residential property. Nothing may be thrown from or placed on, hung on, or affixed to the inside or outside of windows, doors, balconies, or the exterior parts of the residential property. An awning, antenna, satellite dish, cable, or wire must not be installed on the residential property. A barbecue must not be used on or in the rental unit or stored on a balcony without the prior written consent of the landlord.
27. **REPAIRS. Landlord's Obligations:** The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety, and housing standards required by law. If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may apply for dispute resolution under the Act for the completion and costs of the repair.

Tenant's Obligations: The tenant must maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and the residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the residential property. If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may apply for dispute resolution under the Act for the cost of repairs, serve a Notice to End Tenancy, or both.

The tenant must ensure that the rental unit is appropriately ventilated, exhaust fans are regularly used, and must follow reasonable housekeeping practices, to minimize the presence or accumulation of moisture, thus preventing the occurrence of mould or mildew.

Emergency Repairs: The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs. If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property, and are limited to repairing major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, the primary heating system, damaged or defective locks that give access to a rental unit, or the electrical systems.

28. **HAZARDS.** The tenant will immediately notify the landlord or landlord's contact person in the event of discovery of a fire, or the escape of water, gas or other substance starting from the rental unit or elsewhere on the residential property. In addition, the tenant will immediately warn any other occupants on the residential property threatened by such hazard.
29. **LIABILITY AND INSURANCE.** The tenant agrees to carry sufficient insurance to cover his property against loss or damage from any cause and for third party liability. The tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's property. The tenant will be responsible for any claim, expense, or damage resulting from the tenant's failure to comply with any term of this Agreement and this responsibility will survive the ending of this Agreement.

The tenant will not do, or permit to be done, anything that may void the landlord's insurance covering the residential property or rental unit, or that may cause the landlord's insurance premiums to be increased. Unless the landlord is in breach of a lawful duty, the tenant releases the landlord from any liability in connection with the use by the tenant or tenant's guests of the rental unit or the residential property.

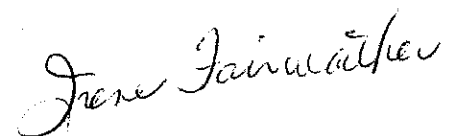
30. **LOCKS.** The landlord must not change locks or other means of access to the residential property unless the landlord provides each tenant with new keys or other means of access to the residential property. The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys. The tenant must not change locks or other means of access to common areas of the residential property, unless the landlord agrees in writing to the change, or to his rental unit, unless the landlord agrees in writing to, or a Dispute Resolution Officer has ordered, the change.

The door to the tenant's rental unit must be kept closed and in the tenant's absence locked. Subject to the Act no lock or security device, such as a door chain or alarm system, may be installed or changed or altered, and extra keys must not be made for any lock on the residential property or rental unit, except with the prior written consent of the landlord. The entry to any part of the residential property or rental unit by unauthorized possession of a key or otherwise by any person is a breach of a material term of this Agreement. The tenant will be responsible for any cost incurred to regain entrance to the residential property or rental unit including any damage and all necessary repairs, in the event the tenant locks himself out of the residential property or rental unit.

31. **ENTRY OF RENTAL UNIT BY THE LANDLORD.** For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit. The landlord may enter the rental unit only if one of the following applies:

- at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states the purpose for entering, which must be reasonable and the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
- there is an emergency and the entry is necessary to protect life or property;
- the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
- the tenant has abandoned the rental unit;
- the landlord has an order of a Dispute Resolution Officer or court saying the landlord may enter the rental unit;
- the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

The landlord may inspect the rental unit monthly in accordance with (a) above.



Sharon Fairweather

If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for dispute resolution under the Act to change the locks, keys, or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy the tenant must give the key to the rental unit to the landlord.

32. **ENDING THE TENANCY.** The tenant may end a monthly, weekly, or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th. This notice must be in writing and must include the address of the rental unit, include the date the tenancy is to end, be signed and dated by the tenant, and include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy. If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Act. The landlord may end the tenancy only for the reasons and only in the manner set out in the Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time. The tenant must vacate the residential property by 1:00 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

The tenant understands and agrees that the rental unit may be shown to potential purchasers or tenants in accordance with the Act. The tenant agrees to fully cooperate in the interest of incoming tenants.

33. **OVERHOLDING.** If the tenant remains in possession of the rental unit after the last day of the term as set out in this Agreement, or after any other lawful end of the tenancy, the landlord may claim for damages against the tenant and the tenant will be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order from a court or a Dispute Resolution Officer and when such an order has been obtained, eviction by a bailiff may follow. In addition the landlord and the incoming tenant have a civil right of action against the tenant as a result of the tenant's failure to leave the rental unit as required by law.

34. **APPLICATION OF THE RESIDENTIAL TENANCY ACT.** The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Act or a regulation made under the Act, or any standard term. If a term of this tenancy agreement does contradict or change such a right, obligation, or standard term, the term of the tenancy agreement is void. Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and the tenant. If a change is not agreed to in writing, is not initialled by both the landlord and the tenant or is unconscionable, it is not enforceable. The requirement for agreement to change this tenancy agreement does not apply to a rent increase given in accordance with the Act, a withdrawal of, or a restriction on, a service or facility in accordance with the Act, or a term in respect of which a landlord or tenant has obtained a Dispute Resolution Officer's order that the agreement of the other is not required.

35. **LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT.** The landlord must give the tenant a copy of this Agreement promptly, and in any event within 21 days of entering into this Agreement.

36. **DISPUTE RESOLUTION.** Either the tenant or the landlord has the right to apply for dispute resolution, as provided under the Act.

37. **SERVICE OF NOTICES.** The tenant must accept any notice, order, process or document required or permitted to be given, when served in accordance with the Act.

38. **FORM K, NOTICE OF TENANT'S RESPONSIBILITIES.** Where the rental unit is a strata lot, the tenant agrees to complete and sign Form K, Notice of Tenant's Responsibilities, prior to possession and will at all times during this tenancy comply with the provisions of the Strata Property Act as it affects him as a tenant and occupier of the strata lot. The tenant agrees to abide by the provisions of the bylaws and the rules and regulations of the Strata Corporation as adopted from time to time.

39. **CONTRACTUAL.** If more than one tenant signs this Agreement, each tenant's obligations are joint and several. If more than one landlord signs this Agreement, each landlord's obligation is joint and several. A breach of this Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the Act and thus regain vacant possession of the rental unit. The singular of any word includes the plural, and vice versa. The use of any term is generally applicable to any gender and, where applicable, to a corporation. The word "landlord" includes the owner of the residential property and his authorized agent.

40. **PERSONAL INFORMATION.** The landlord agrees not to use or disclose any of the tenant's personal information contained in this Agreement without the tenant's prior written permission unless the Personal Information Protection Act permits such use or disclosure.

41. **AGENT NOT A STAKEHOLDER.** The tenant agrees that if the person signing this Agreement as or on behalf of the landlord is an agent for the owner of the residential property, and such agent receives any money in connection with the tenancy, the agent is not a stakeholder, and the agent may release the money to the owner.

42. **DISCLOSURE.** The tenant acknowledges and agrees that the landlord or landlord's agent is not representing or acting on behalf of the tenant in this Agreement.

43. **SMOKING.** The tenant agrees to the following material term regarding smoking:

☒ No smoking of any combustible material is permitted on the residential property, including within the rental unit.

☐ Smoking of tobacco products only is limited to within the rental unit.

☐ Smoking of tobacco products only is limited to the area described as _____

44. **OTHER.** _____

[Signature]
Landlord's Initials

s.22 Tenant's Initials

☐ Landlord's Initials

☐ Tenant's Initials

THE PARTIES, INTENDING TO BE LEGALLY BOUND, AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE TENANT HEREBY ACKNOWLEDGES HAVING READ AND RECEIVED A DUPLICATE COPY OF THIS AGREEMENT.

Dated at White Rock B.C., this 15th day of June, 2013

Agreed and signed by each adult TENANT

s.22

Agreed and signed by LANDLORD

Sharon Fairweather

Landlord Contact Phone Number

s.22

Landlord Contact Fax Number

The tenant provides fax number _____ as an address for service under this Agreement.

Tenant's e-mail Address _____

Tenant's contact in case of emergency: Name _____

Phone No. () _____

Residential Tenancy Agreement Addendum for Crime Free Housing

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

- 1.01 Resident(s), any member of the resident(s) household, and any persons affiliated with the resident or invited onto the residential property or residential premise by the resident(s) or any member of the resident'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 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 residents or persons on the residential property or residential premises.

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

A single violation of any of the provisions of this added 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 the 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.

Should incidents occur resulting in police involvement, I agree to allow the investigation police service to release information to the managing company. This in accordance with the Freedom of Information and Protection of Privacy Act. This Residential Tenancy Agreement addendum is incorporated into the Residential Tenancy Agreement executed or renewed this day between Landlord and Resident.

Tenant(s)

s.22

Apt #

s.22

Resident Signature(s)

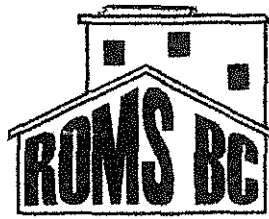
Steve Fairweather
Landlord or Authorized Agent Signature

August 15/13

August 15/13
Date

LONA ENTERPRISES LTD.

Jane Fairweather



RTB

CONDITION INSPECTION REPORT

IMPORTANT:

Failure by the landlord to offer and participate in a condition inspection and give a copy of the inspection report to the tenant will result in the landlord losing any right to claim against the tenant's Security Deposit and/or Pet Damage Deposit for damage to the rental unit.

Failure by the tenant to participate in a condition inspection will result in the tenant forfeiting the Security Deposit and/or Pet Damage Deposit to the landlord.

INSTRUCTIONS

1. This report must be completed and signed by the landlord and the tenant and a copy given to the tenant:
 - a) at the beginning of the tenancy when the tenant moves in to the rental unit.
 - b) if the landlord agrees to the tenant having a pet and no move-in inspection report was completed at the beginning of the tenancy; and
 - c) at the end of the tenancy after the tenant moves out.
2. The process for scheduling a condition inspection is:
 - a) the landlord and tenant must attempt to agree on a mutually acceptable date and time;
 - b) if no agreement is reached, the landlord must offer the tenant a proposed date and time;
 - c) if this time is unacceptable to the tenant, the tenant must propose an alternate time;
 - d) if this time is unacceptable to the landlord, or the tenant fails to respond to 2 b), a different time for the inspection must be offered by giving the tenant a Notice of Final Opportunity to Schedule a Condition Inspection, which the tenant must accept.
3. When completing this report, use the non-shaded areas for the move-in or pet acceptance inspection. Use the shaded areas for the move-out inspection.
4. Both the landlord and the tenant must sign the report on move-in (or pet acceptance) and again on move-out. The tenant may record disagreement with any items noted on the report.
5. A copy of the move-in (pink) inspection report (or inspection report following acceptance of a pet) must be given to the tenant within 7 days following the inspection. The landlord will keep the other two copies on file.
6. A copy of the move-out (yellow) inspection report must be given to the tenant within 15 days after the later of
 - a) the date the inspection was completed, and
 - b) the date the landlord received the tenant's forwarding address in writing.
7. The white copy of the inspection report is to be retained by the landlord.
8. Ensure both the Balance Due Tenant and Balance Due Landlord fields are filled in before the tenant signs the Security/Pet Damage Deposit Statement.

PART I - TENANCY INFORMATION

Tenant(s) full name(s) _____

s.22

Move-in: Inspecting tenant's or agent's name _____

s.22

Landlord's name Lona Enterprises LTD / Irene Fairweather

Landlord's address for service _____

s.22

Address of rental unit inspected _____

s.22

White Rock B.C.

s.22

Date tenant entitled to possession of rental unit Sept 1, 2013Move-in inspection date and time Sept. 3, 2013

Move-out: Inspecting tenant's or agent's name _____

End of tenancy date _____

Scheduled move-out inspection date and time _____

Actual move-out inspection date and time _____

**PART II - LIVING AREAS CONDITION:**

✓ = Satisfactory C = Needs Cleaning D = Damaged P = Needs Painting M = Missing W = Normal Wear and Tear S = Stained

ROOMS/ AREAS		Ceilings, Walls	Floors, Carpets, Linoleum	Blinds, Curtains, Drapes	Cabinets, Counters, Closets, Cupboards
Entry, Halls, Stairs	move-in	✓ NEW PAINT		✓	✓
	move-out				
Living Room, Family Room, Great Room	move-in	✓ NEW PAINT		✓	✓
	move-out				
Kitchen	move-in	✓ NEW PAINT	NEW Floor tiles		✓
	move-out				
Dining Areas	move-in	✓ NEW PAINT	NEW Floor tiles		
	move-out				
Bedroom #1	move-in	✓ New PAINT / ✓ NEW vanity		✓	to install mirror
	move-out				
Bedroom #2	move-in				
	move-out				
Bedroom #3, Den/Office	move-in	✓ complete Reno			
	move-out				
Bathroom #1	move-in	✓ complete Reno	New floor tiles		
	move-out				
Bathroom #2	move-in				
	move-out				
Other Rooms	move-in				
	move-out				
Other Rooms	move-in				
	move-out				

PART III - OTHER AREAS, APPLIANCES AND FIXTURES

✓ if satisfactory or describe any defects

Basement Crawl space	move-in	_____ satisfactory or
	move-out	_____ satisfactory or
Patio, Deck, Balcony, Porch	move-in	✓ satisfactory or
	move-out	_____ satisfactory or
Storage areas, Lockers	move-in	_____ satisfactory or
	move-out	_____ satisfactory or
Garage, Parking Area	move-in	✓ satisfactory or
	move-out	_____ satisfactory or
Yard, lawn, garden, shrubs	move-in	_____ satisfactory or
	move-out	_____ satisfactory or
Doors, screens, windows, mirrors	move-in	✓ satisfactory or
	move-out	_____ satisfactory or

move-in	_____	satisfactory or
	_____	satisfactory or
move-out	_____	satisfactory or
	_____	satisfactory or
move-in	<input checked="" type="checkbox"/>	satisfactory or <i>1 leg on stove wobbles</i>
	_____	satisfactory or
move-out	_____	satisfactory or
	_____	satisfactory or
move-in	_____	satisfactory or
	_____	satisfactory or
move-out	_____	satisfactory or
	_____	satisfactory or
move-in	_____	satisfactory or
	_____	satisfactory or
move-out	_____	satisfactory or
	_____	satisfactory or

Light Fixtures, Light Bulbs,
Electric & Electronic Connections

☒

☒ *C*

No. of keys given at move-in _____ Other access devices given at move-in _____
No. of keys returned at move-out _____ Other access devices returned at move-out _____
Smoke Alarm(s) tested
MOVE-IN: Functioning ☒ Not Functioning _____ Comment _____
MOVE-OUT: Functioning _____ Not Functioning _____ Comment _____

PART IV - MOVE-IN INSPECTION

Tenant's Statement; Signatures:

☐ I, _____ agree that this report fairly represents the condition of the rental unit.
☐ I, _____ do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

Tenant's Signature _____ Date: _____
Landlord's Signature *Jane Fairweather* Date: *Sept 3/13*

PART V - MOVE-OUT INSPECTION

Tenant's Statement; Signatures:

☐ I, _____ agree that this report fairly represents the condition of the rental unit.
☐ I, _____ do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

I have given the landlord a copy of the receipt for professional carpet and/or drapery cleaning. ☐ Yes ☐ No
I have removed all my personal possessions from the residential property. ☐ Yes ☐ No
Tenant's Signature _____ Date: _____
Landlord's Signature _____ Date: _____

SECURITY/PET DAMAGE DEPOSIT STATEMENT	
Amount of Security Deposit	\$ _____
Amount of Pet Damage Deposit	\$ _____
Accrued Interest	\$ _____
Other _____	\$ _____
TOTAL	\$ _____
Unpaid Rent / Late Fees	\$ _____
Utilities/Phone/Cable	\$ _____
Carpet Cleaning	\$ _____
Window Cover Cleaning	\$ _____
Other Cleaning	\$ _____
Pet Damage	\$ _____
Painting	\$ _____
Damage Repair/Replacement	\$ _____
Key Replacement	\$ _____
Other Access Device(s)	\$ _____
Liquidated Damages	\$ _____
Other _____	\$ _____
TOTAL	\$ _____
Deduct from Security Deposit	\$ _____
Deduct from Pet Damage Deposit	\$ _____
BALANCE DUE TENANT	\$ _____
BALANCE DUE LANDLORD	\$ _____

I agree with the amounts noted above and authorize deduction of any Balance Due Landlord from my Security Deposit and/or Pet Damage Deposit. I further agree to pay the Landlord the amount by which the Balance Due Landlord exceeds the amount of my deposit(s).

Tenant(s) Signature(s) _____
Date Signed: _____
Forwarding Address: _____



FLYING CARPET & FURNACE CLEANING

Invoice No.

CARPET, UPHOLSTERY, FURNACE, AIRDUCT, DRYER VENTS & VACUUM

SINCE 1989

8153-145 Street, Surrey, B.C. V3S 9J6 Ph: 604-599-1677 Fax: 604-599-1149

00348

Sold to

s.22

Service Address:

s.22

Date: Dec 29 2012.

P.O. No.

QTY	DESCRIPTION	AMOUNT
1	one bed Room	80 00
	and carpet Bed Room, Hall	
	+ Living Room All Rooms	
	clean + Spot	
	Removal on carpet	

Note: Net 30 days, 2% interest per month (24% per year) will be charged on overdue accounts without notice.

Sub -Total

80 00

Customer Name & Satisfaction Signature: _____

s.22

H.S.T.

#869783076

09 60

TOTAL

99 60

Thank you for choosing Flying Carpet & Furnace Cleaning

Jane Fairweather



Shipment Status
Statut de l'envoi
Door Tag / Avis à la porte

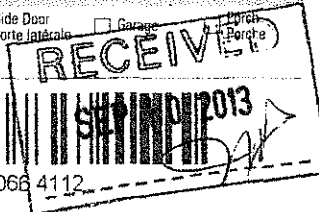
See back for further explanation / Voir au verso pour de plus amples renseignements

Recipient's Name / Nom du destinataire: s.22
Date/Time / Date/Heure: 05/09
Number of Packages / Nombre de colis: 1
Driver Note / Note au chauffeur:

☐ Front Door / Porte avant
☐ Back Door / Porte arrière
☐ Side Door / Porte latérale
☐ Apartment Office / Concierge
☐ Neighbour/Other / Voisin/Autre



DT 7804 4066 4112



Delivery Date / Date de livraison: Station / Succursale:

fedex.ca 1.800.GoFedEx 1.800.463.3339

Delivery/Pickup Attempts / **Tentatives de livraison/ramassage**
We're sorry we missed you / Nous sommes désolés de vous avoir manqué.

☒ FedEx Ground® (Mon-Fri) / ☐ FedEx Ground® (lun-ven)

This was the / Ceci est la: ☒ 1st Attempt / 1re tentative ☐ 2nd Attempt / 2e tentative ☐ Final Attempt / Dernière tentative

Package(s) not picked up / Colis non ramassé(s)

- ☐ FedEx Ground® Call Tag. Three attempts may be made.
- ☐ Etiquette de rappel FedEx Ground®. Trois tentatives possibles.
- ☐ FedEx Ground pickup. Call to reschedule.
- ☐ Ramassage FedEx Ground. Appeler pour replanifier.

For successful delivery, see items checked below.
Pour une livraison réussie, voir les articles cochés ci-dessous

- ☐ Be present for delivery / Être présent à la livraison
- ☒ A signature has been requested from someone at this address.
Une signature est exigée d'une personne à cette adresse
- ☐ C.O.D. Amount Due / Montant C.R. dû en

C.O.D. Balance / Solde C.R. \$

☐ Cash / Espèces ☐ Cheque / Chèque ☐ Guaranteed Funds / Fonds garantis

- ☐ Location closed or recipient not available.
- ☐ Emplacement fermé ou destinataire non disponible

Leave this Signed form on door. Shipper requests signature. / Laisser ce document signé sur la porte. L'expéditeur exige une signature. Par ma signature je décharge FedEx de toute responsabilité pour perte ou dommages résultant de cette livraison.

Sign here: / Signer ici:
Print here: / En lettres moulées

Please sign and print legibly in black or blue ink. / Veuillez signer et imprimer lisiblement en noir ou en bleu.

September 12, 2013

RESPONDENT:

APPLICANT:

LONA ENTERPRISES LTD.

s.22

NOTICE OF A DISPUTE RESOLUTION HEARING

Concerning premises at:

s.22

WHITE ROACK BC

File No. 812418

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: 2013-12-18 at 01:30 PM
(Pacific Time)

Phone Number

- **Vancouver area:**
- **All other locations:** s.17 (toll free call)

Access Code:**INSTRUCTIONS:**

1. At the scheduled start time, call one of the numbers available:
Vancouver s.17 OR, for all other areas, s.17

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 #.
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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.
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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:
400 - 5021 Kingsway
Burnaby, BC V5H 4A5

Telephone: 604 660-1020
Toll Free: 1 800 665-8779
Facsimile: 604 660-2363

Tenant's Application for Dispute Resolution

For RTB use only: File #

812796

- ☐ 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	LANGLEY	BC	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	White Rock	BC	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.

LNA Enterprises / F...	F...
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)

s.22	White Rock	BC	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 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 Victoria: Suite 101 – 3350 Douglas Street
 - Any Service BC–Government Agents Office
- Applications may also be submitted online at www.rto.gov.bc.ca.
- Do not give a copy of your Application to the Respondent(s) until the Residential Tenancy Branch accepts it and you have paid the application fee or obtained a fee waiver.

RESIDENTIAL TENANCY BRANCH BURNABY B.C.
SEP 18 2013
RECEIVED
RTB use only date stamp & initial
30

Residential Tenancy Branch Office of Housing and Construction Standards

Lower Mainland: 604-660-1020 Victoria: 250-387-1602 Elsewhere in BC: 1-800-665-8779
Website: www.rto.gov.bc.ca

#RTB-12-T (2011/03)



For RTB use only: File # _____

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.

\$ ~~1,200.00~~ 800.00

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

- ☐ 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.

stop payment on rent cheque \$15.00. Request double damaged deposit.
Never moved into apt. as it was still under construction +
no completion date given. This was on Fri Aug. 30/13.

Signature: _____ s.22

Date: 05/17/2013

Print name: _____ s.22

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

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

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

File # 812746

ON TIME ☒
LATE ☐

DRO: MIT LOCATION: BBY

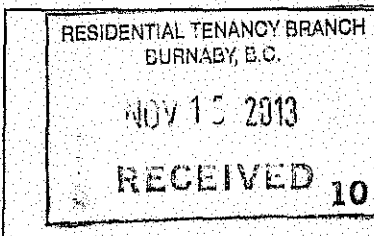
HEARING DATE: DEC 18 TIME: 13:30/C

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

OTHER (GA) - ☐ A/E

s.22

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: 1 page

TOTAL NUMBER OF PHOTOS: _____

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

Placed on file by: _____ STAFF NAME: _____ DATE: _____
Month/Day/Year

Jul 2011

Office of Housing and Construction Standards
Residential Tenancy Branch

Evidence

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

File # 812796

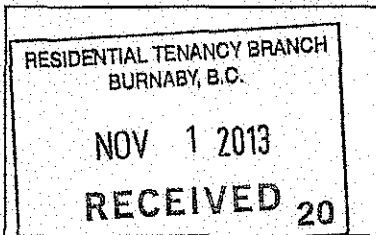
ON TIME ☒
LATE ☐

DRO: MIT LOCATION: BB4

HEARING DATE: Dec 18 TIME: 1:30

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: 5

TOTAL NUMBER OF PHOTOS: 2 CDS

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

Placed on file by: _____ STAFF NAME: _____ DATE: _____
Month/Day/Year

Case Number 812796

Rebuttal to case number 812418 taken from papers titled Residential Tenancy Lease Agreement between Lona Enterprises Ltd and Tenant
(see attached) s.22

Point 1

Not factual (never took place) see points below for details

Point 2

It is really irrelevant and incorrect as to how long I had not resided at my previous residence (it had been 2 weeks)

Point 3

Not just the bathroom was pulled apart; the entire apartment was in shambles

Point 4

The whole statement is inappropriate; I had been staying with a friend for 2 weeks time that I had been out of my residence

Point 5

The phone call took place on August 26 (Monday) in which I called her and asked if I could move in on the 31 (Saturday) which she had stated initially that I could take residence (stated at the time of our first meeting on Thursday August 15), Irene does not work weekends so I was to do a walkthrough and take possession of the keys on August 30 (Friday)

Point 6

I had an appointment on August 30 (Friday) at 1400, I arrived at the building and she was not answering the door or phone, She then appeared as Shaw was arriving to hook up my internet, we proceeded to the suite and she wasn't prepared to do a suite inspection as agreed upon for the appointment

Point 7

The apartment wasn't ready for inspection or occupancy at which point I decided to contact s.22 to make sure that the apartment was far from suitable for occupancy, No inspection papers were presented, signed or any indication there of, She mentioned doing the inspection on September 3 (Tuesday) at 1430 (which was after I would have moved in which was unacceptable)

Point 8

The date is wrong, it wasn't Saturday (August 31) it was within 2 hours of my initial attempt to do the suite inspection mentioned above on Friday (August 30) I brought s.22 to confirm my fears of the condition of the apartment and to take pictures, not to move in as stated by Irene, I tried to call her from the apartment to discuss my concerns, Irene did not answer my calls, I was then walking out of the

apartment and saw her sitting in the laundry room, s.22 proceeded to the car and I stopped outside the laundry room and informed her that the apartment was unacceptable, There was one tenant in the laundry room and when Irene started to raise her voice and become animated the woman left and I walked out to my car at the rear of the building

Point 9

Previous cleaning work done before construction not after

Point 10

Addressed in point 8

Point 11

She did come out to the car but she was visibly angry and screaming through the window past s.22 in the driver's seat to me in the passenger seat

Point 12

I told her I wanted my money back because the apartment wasn't ready as promised and she wouldn't give me a date as to when the apartment would be ready, She was yelling and wanted the keys back, She threatened to call the police because I had "stolen the keys", she had just given me s.22 then said "why don't you just give her the cheque back then you get the keys back and put an end to this", Then she stormed off saying nothing further, We then assumed that she went to get the cheque, We sat and waited for 10 minutes, When she didn't return we drove off

Point 13

The date is wrong, the keys were returned Friday (August 30), Half an hour after we had left

Point 14/15

No knowledge

Point 16

Not relevant

In Summary

The apartment was not ready for occupancy on the first of the month as required. Appointments made were not kept. The caretakers (Irene) emotional swings from hugging and telling me she loves me to raging were extremely inappropriate.

It is because of these factors I have not taken the apartment and requested a monetary order of return for the deposit.

Please find enclosed pictures of the incomplete and dirty apartment and voice recordings of Irene's repeated calls for inspection after the inspection had been scheduled for August 30 (Friday). Please note that the recording states Tuesday (September 3) after the move in date. She also wanted me to move into a different apartment after the fact.

Please note that my witness s.22 will be present and active for the phone conference hearing.

s.22

**Residential Tenancy Lease Agreement between
Lona Enterprises Ltd. and Tenant:**

s.22

Rental Unit: s.22

Start Date: September 1, 2013

Fixed term ending: August 31, 2014

Telephone follow up: Monday September 2, Wednesday 4, Friday 6, 2013. the tenant did not answer or respond to my messages.

Trine-Johnson

- 1 • s.22 had been recommended to me by a former tenant s.22
- 2 • On August 14, 2013 s.22 came to view apartment s.22. She complimented me on how clean the building was and that she would feel safe here because s.22 recommended the building and me as Manager, and the upkeep of the building was very good. She said that she had a bad experience with her last landlord who did not keep the building clean. She said that she had been living with friends and going from friend to friend for quite a while and they were urging her to find her own place.
- 3 • s.22 viewed the apartment while the bathroom was being upgraded. It included a new bath tub and fixture installation, vanity and fixtures, mirror, lights, medicine cabinet, and paint
- 4 • s.22 wanted to lease the apartment. The tenant was happy that she would be on her own because it was hard living with friends who were getting tired of her company. She said the man who recommended her to this building, s.22 lived at s.22 before and he said that I managed the building well and it was kept clean. She said she agreed that the building was well kept and that she felt safe near my office apartment. She also viewed the apartment next to this one and like it as well.
- 5 • Tenant called me on August 27 and asked if she could start sleeping overnight in the apartment. I told her that wouldn't be possible because the bathroom was not finished. She pleaded with me because she wanted to leave her friends. Finally I gave in and said she could stay August 30 and 31 rent free.
- 6 • August 30, Friday. It was the end of the day and the carpenter had gone home for the long week-end. I taking s.22 through the apartment starting with the kitchen. I said it all looks lovely with the new paint and new ceramic floor tiles. The counters were fairly new and in excellent condition. The living room, bedroom, and bathroom had just been painted a few weeks ago. There was a new bathtub and fixtures, and the vanity sink had new fixtures and medicine cabinet all in white and quite impressive.
- 7 • I told her that the doors on the vanity and the mirror were ready to install after the long week-end. She was not very happy that the mirror was not on the cabinet. She said I am a lady and you don't know what I look like when I wake up in the morning. I need a mirror to put on my make-up. I said it is inconvenient having to use a smaller mirror for a short while. Anyway we reserved a Move-in inspection date for the 3rd of September and she took the keys and left.
- 8 • The flv in the ointment came on Saturday the 31st when she brought her male friend s.22 to help her bring her things in. It was after that that that she found me in the laundry room on my day off and started to make a scene in front of the tenants.

Jane Jancovich

- 9. • The drapes were cleaned by the last tenant and rehung, and the carpet shampooed and windows washed clean. The patio was clean.
- 10. • She said the apartment was dirty and that the doors in the bathroom vanity and mirror were not installed. I said that we talked about that already yesterday and that it would be completed next week after the long week end. She said she wanted her money back. I told her she had to pay the rent according to her lease. She walked out to her car.
- 11. • A few minutes later I followed her to her car. Her male companion s.22 was sitting in the driver's seat with s.22 beside him. I said to s.22 that I wanted the keys back until she moves in on the first of September. She said she wouldn't move in because it's too dirty.
- 12. • I asked her what was dirty in the apartment and she couldn't answer. Again I asked her what was the trouble with the apartment and she said "The carpets are dirty". I told her that the carpets had been shampooed when the last tenant left and they are clean now and they will not be shampooed again because that is unreasonable. They were just shampooed professionally last December and no one has lived in the apartment since and they are clean. She said "Well I'm a lady and couldn't live in a filthy apartment like that. She said that was unacceptable and wanted her rent cheque back she wouldn't be staying there and she would not give me the keys until she got the cheque. Her male friend s.22 told me to just give her the rent cheque and she'll give you the keys. I said there is no negotiating here, you must return the keys. I told her that I was doing her a favor by letting her move in early. I said "I don't know why we are having this conversation as Move in inspection isn't until September 3, 2013". Then I walked away.
- 13. • Later that day, August 30th, I found that the keys had been put in my mail slot.
- 14. • On September 10th, I received bank notification that s.22 had put a stop payment on her rent cheque.
- 15. • On September 10th, I received her Breach letter.
- 16. • On September 10th, Fed Ex left notification for a parcel pick up for s.22 her friend. He is not on the lease.

September 18, 2013

RESPONDENT:
LONA ENTERPRISES
s.22
WHITEROCK, BC
s.22

APPLICANT:
s.22

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Concerning premises at: s.22 WHITEROCK BC
File No. 812796

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400 - 5021 Kingsway
Burnaby, BC V5H 4A5

Telephone: 604 660-1020
Toll Free: 1 800 665-8779
Facsimile: 604 660-2363













HOU-2014-00034
Page 62

Start Time in Seconds	End Time in Seconds	Section	Start time in HH:MM:SS
11.302694	17.134394	s.22	00:00:11
18.111364	18.569777	s.22	00:00:18
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71.378314	77.706024	s.22	00:01:11
78.874615	79.363096	s.22	00:01:19
113.785961	118.543013	s.22	00:01:54
132.430896	139.344774	s.22	00:02:12
183.277988	187.862183	s.22	00:03:03

End Time in HH:MM:SS
00:00:17
00:00:19
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