

## STANDARD RESIDENTIAL TENANCY AGREEMENT

**1. AGREEMENT.** The parties to this Residential Tenancy Agreement (from now on referred to as "this Agreement" or "Agreement") agree to be legally bound to and obey the terms of this Agreement. The parties understand that where in this Agreement the words "the Act" or "Act" is used, it refers to the **Residential Tenancy Act**, of British Columbia; where this Agreement refers to "**residential property**" it means the common areas of **[buildingaddress]** ; where this Agreement refers to the "**rental unit**" it means **ADDRESS OF RENTAL UNIT** and, where applicable, includes basic living space, parking, storage and other rented premises.

BETWEEN: Landlord **CONCERT REALTY SERVICES LTD**

and Tenant(s)  
(LEGAL NAMES)

Current Address  
 LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_  
 NO. \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

and Tenant(s)  
(LEGAL NAMES)

Current Address  
 LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_  
 NO. \_\_\_\_\_ STREET \_\_\_\_\_ CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

**2. FULL NAMES of all ADULT persons other than tenant(s) (age 19 or older) to occupy the rental unit. Include given names for each one. PLEASE PRINT CLEARLY.**

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_  
**FULL NAMES of MINOR PERSONS** (under age 19, including infants), include names of each and every minor to occupy the rental unit and their ages.

LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_ FIRST NAME \_\_\_\_\_ MIDDLE NAME \_\_\_\_\_

**3. PREMISES TO BE RENTED ("RENTAL UNIT")**

Suite No. \_\_\_\_\_ Building Name **[building]** Building Address **[buildingaddress]**

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

The tenancy created by this agreement STARTS ON \_\_\_\_ day of \_\_\_\_, 20\_\_.

Check  A. and continues on a Month-to-Month basis until cancelled in accordance with the Act.  
 A or B  B. and is for a fixed term for \_\_\_\_ months ending on the \_\_\_\_ day of \_\_\_\_, 20\_\_.

IF YOU CHOOSE B, CHECK C OR D

Check  C. at the end of this time the tenancy will continue on a month-to-month basis  
 C or D  D. at the end of this time the tenancy is ended and the tenant must move

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

LANDLORD'S INITIALS \_\_\_\_\_

TENANT'S INITIALS \_\_\_\_\_

If the tenant ends the fixed term tenancy before the end of the original term as set out in (B) above, the sum of \$ **325.00** shall be paid by the tenant to the landlord **as liquidated damages, and not as a penalty** to cover the administration costs of re-renting the rental unit. The landlord and tenant acknowledge and agree that the payment of the said liquidated damages shall not preclude the landlord from exercising any further right of pursuing another remedy available in law or in equity, including, but not limited to, damages to the rental unit and the residential property and damages as a result of loss of rental income due to the tenant's breach of the terms of this Agreement.

TENANT'S INITIALS \_\_\_\_\_

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

Basic Living Space \$ \_\_\_\_\_

Parking \$ \_\_\_\_\_ (\_\_\_\_) specify

Other \$ \_\_\_\_\_ (\_\_\_\_) specify

TOTAL \$ \_\_\_\_\_

INITIALS	
TENANT	LANDLORD

In the event that the Tenant takes possession of the rental unit prior to the commencement of this Agreement, then the tenant shall pay rent in advance of \$ \_\_\_\_\_ to the landlord for the tenant's use and occupation of the rental unit from \_\_\_\_ and agrees to abide by all terms and conditions of the Agreement.

No furnishings, equipment, facility, services or utilities shall be provided by the landlord and included in the rent EXCEPT those checked below.

- Washer in premises  Dryer in premises  Fridge  Stove  Storage  Electricity  
 Dishwasher  Garburator  Cablevision  Heat  Parking  Furniture  
 Water/Sewer  Carpets  Garbage Collection  Window Coverings  Sheets and towels  Other: \_\_\_\_\_

**STANDARD TERMS**

**6. PAYMENT OF RENT**

- 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 the tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 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.
- 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 possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

**7. SECURITY DEPOSIT**

SECURITY DEPOSIT has been paid in the amount of \$ \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_, 20\_\_.

- The landlord agrees:
  - that the security deposit must each not exceed one half of the monthly rent payable for the rental unit.
  - to keep the security deposit during the tenancy and pay interest on it in accordance with the regulation, and
  - to return the security 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 makes an application 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.
- The 15 day period starts on the later of a) the date the tenancy ends or b) the date the landlord receives the tenant's forwarding address in writing.
- If a landlord does not comply with subsection (1), the landlord a) may not make a claim against the security deposit, and b) must pay the tenant double the amount of the security deposit.
- The tenant agrees to use the security deposit and interest as rent only if the landlord gives written consent.

**8. RENT INCREASE**

- 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 office of the Residential Tenancy Branch or Government Agent.

- (b) A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. For example, if the rent is due on the 1<sup>st</sup> of the month and the tenant is given notice any time in January, including January 1<sup>st</sup>, the increase would begin on May 1<sup>st</sup>.
- (c) 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.
- (d) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Office.

#### 9. CONDITION INSPECTIONS

In accordance with Sections 23 and 35 of the Act and Part 3 of the regulation, the tenant and the landlord must inspect the premises together, a) when the tenant is entitled to possession and at the end of the tenancy. The landlord and the tenant may agree on a different day for the condition inspection. The right of the landlord to claim the security deposit for damage to the rental unit or the residential property is extinguished if the landlord does not comply with section 24 and 36 of the Act. A right of the tenant to the return of a security is extinguished if the tenant fails to perform the tenant's obligations under sections 23 and 35 of the Act.

#### 10. REPAIRS

(a) **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 reasonable tenant. The landlord must comply with health, safety and housing standards required by law. If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the Act seeking an order of the director for the completion and costs of the repair.

(b) **TENANT'S OBLIGATIONS:** The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the rental unit and the residential property caused by actions or neglect of the tenant or a person permitted in the rental unit and the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property or the rental unit. If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may make an application for dispute resolution under the Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

(c) **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 contact the person designated by the landlord, and then give a reasonable time for completion of the emergency repairs by the landlord. If the emergency repairs are still required, the tenant may undertake the repairs, and 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 the 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 (i) major leaks in pipes or roof; (ii) damage or blocked water or sewer pipes or plumbing fixtures, (iii) the primary heating system, (iv) damaged or defective locks that give access to the rental unit, or (v) the electrical systems.

#### 11. ASSIGN OR SUBLET

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

#### 12. PETS

Subject to the rights and restrictions under the Guide Animal Act, the tenant shall not keep or allow to be kept, any pets, such as dogs, cats, reptiles or exotic animals, domestic or wild, fur bearing or otherwise. Having regard to the potential noise factor and mess, the tenant must not encourage or feed wild birds or wild animals at or near the residential property, including the rental unit. The landlord's pet policy is a material term of this Agreement and the landlord may terminate the tenancy if this term is breached by the tenant.

#### 13. LOCKS

The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property. 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 (a) common areas of residential property, unless the landlord consents to the change, or (b) his or her rental unit, unless the landlord agrees in writing to, or the director has ordered, the change.

#### 14. OCCUPANTS AND GUESTS

The landlord must not stop the tenant from having guests in the rental unit under reasonable circumstances. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end the tenancy.

#### 15. LANDLORD'S ENTRY INTO RENTAL UNIT

- (a) For the duration of this Agreement, the rental unit is the tenant's home and the tenant is entitled to reasonable privacy, quiet enjoyment and freedom from unreasonable disturbance, and exclusive use of the rental unit.
- (b) The landlord may enter the rental unit only if one of the following applies:
  - (i) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states:
    - 1) the purpose for entering, which must be reasonable and
    - 2) the date and the time of the entry, which must be between 8 am and 9 pm unless the tenant agrees otherwise;
  - (ii) there is an emergency and the entry is necessary to protect life or property;
  - (iii) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
  - (iv) the tenant has abandoned the rental unit;
  - (v) the landlord has the order of the director or of the court saying the landlord may enter the rental unit;
  - (vi) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- (c) The landlord may inspect the rental unit monthly in accordance with subsection (b) (i).
- (d) If a landlord enters or is likely to enter the residential premises illegally, the tenant may make an application for dispute resolution under the Act seeking an order of the director to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

#### 16. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- (a) The terms of this Agreement and any changes or additions to the terms may not contradict or change any right or duty under the Act or a regulation made under the Act or any standard terms. If a term of this Agreement does contradict or change such a right or obligation or standard term, the term of the Agreement is severable and void.
- (b) Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and tenant. If a change is not agreed to in writing, is not initialled by the landlord and tenant or is unconscionable, it is not enforceable.
- (c) The requirement for agreement under subsection (b) does not apply to:
  - (i) a rent increase given in accordance with the Act
  - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Act, or
  - (iii) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

#### 17. DISPUTE RESOLUTION

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

#### 18. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this Agreement promptly, and in any event within 21 days of entering into the Agreement.

## 19. ENDING THE TENANCY

- (a) The tenant may end a month-to-month tenancy by giving the landlord at least one month's written notice. The landlord must receive the written notice before the day the rent is due, for the tenant to move out at the end of the following month. This notice must be in writing and must
  - (i) include the address of the residential premises, (ii) include the date the tenancy is to end, and (iii) be signed by the tenant.For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.
- (b) The landlord may end the tenancy only for the reasons and only in the manner set out in the Act. The landlord must use the prescribed notice to end the tenancy form available from the Residential Tenancy Branch.
- (c) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

In accordance with the Act the tenancy shall end and the tenant vacate by 1:00 p.m. on the afternoon of the last day of the tenancy (the rental period). The tenant understands and agrees that the premises may be shown to possible new tenants in accordance with the Act. The tenant agrees to fully co operate in the interest of incoming tenants.

## OTHER TERMS

### 20. CONDITION OF PREMISES

The tenant shall, within 3 days of the start of the rental period, notify the landlord in writing of any defects or damages additional to defects or damages identified during an investigation conducted under section 9 of this Agreement. The tenant consents to allowing the landlord into the premises promptly, so that the landlord, upon receiving the notification of the defects and damages in writing from the tenant, may inspect such defects and damages. The tenant agrees when the tenant leaves the premises, to leave it in a good, clean condition and remove all rubbish and unwanted possessions from the premises and residential property before moving out. If the tenant fails to leave the premises in a good, clean condition, the tenant will be subject to claims by the landlord under the Act.

### 21. CARPETS AND WINDOW COVERINGS

The carpets and window coverings are professionally cleaned at the start of the rental period and, at the request of the landlord, the tenant must pay for professional cleaning t the end of the rental period.

### 22. UTILITIES

Utilities which are not included in the rent shall be the responsibility of the tenant who shall apply for hook up and shall maintain current payment of the utility account. Discontinuation of utility service resulting from the tenant's cancellation or failure to maintain payment of the utility account is a breach of a material term of this Agreement and, if not corrected in a timely manner, may result in termination of this Agreement by the landlord.

### 23. ARREARS

Late payment, returned and non-sufficient fund cheques (N.S.F), are subject to an administrative fee of \$25.00 each plus the amount of any service fees charged by a financial institution to the landlord. Failure to pay the rent on the due date is a breach of a material term of this Agreement and may result in termination of this Agreement by the landlord.

### 24. 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 shall be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order of the director or of a court and when such an order has been obtained, eviction by the bailiff may follow. In addition, the tenant should remember that 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 premises as they are by law required to do.

### 25. HAZARDS

The tenant must immediately notify the landlord in the event of a discovery of a fire, or the escape of water, gas or other substance starting at the rental unit or elsewhere on the residential property. In addition, the tenant must immediately take reasonable steps to warn any other occupants in the residential property threatened by such hazard.

### 26. USE OF PREMISES

Tenants and guests shall use the premises for private residential purposes only and not for any illegal, unlawful, commercial or business purposes. No public meetings or assemblies shall be held on the premises. No business or commercial advertising shall be placed on or at the premises. The window coverings are supplied by the landlord and the tenant's drapes and curtains may not be used. The tenant shall not make or cause any structural alterations to be made to the premise. Painting and papering and decorating shall be done only with the prior written consent of the landlord and only with authorized colours. Hooks, nails, tapes, or other devices for hanging pictures or plants shall be of a type approved by the landlord and shall only be used with the landlord's prior consent. Heavy appliances, waterbeds or equipment of any kind may not be installed or used by the tenant without written permission of the landlord. Automobile and other repairs shall not be done in parking areas or anywhere on the residential property.

### 27. CONDUCT

In order to promote the safety, welfare, enjoyment, and comfort, of other occupants and tenants of the residential property, the tenant and his or her guest shall not disturb, harass, or annoy other occupants of the residential property. In addition, noise of any kind, which in the reasonable opinion of the landlord may disturb the comfort of any other occupant of the residential property, may not be made by a tenant or his or her guest, nor shall any noise whatsoever, including the playing of any musical instrument be repeated or persist after a request to discontinue such noise has been made by the landlord. Without limiting the generality of the foregoing, the tenant or tenant's guest shall not cause or allow loud conversation, music, television, radio, or an irritating noise to disturb the peaceful enjoyment of other occupants at any time, and in particular between the hours of 10:00 p.m. and 9:00 a.m.

Any tenant or tenant's guest who causes other occupants to vacate the residential property because of such noise or other disturbances, harassments, or annoyances, shall indemnify the landlord for loss of rental income as well as indemnify and save harmless the landlord from any and all associated costs, losses, damages, or expenses.

This is a material term of this Agreement and breach of this term may result in termination of the Agreement by the landlord.

### 28. ADDITIONAL OCCUPANTS

No person, other those listed in paragraph 2 above, may occupy the rental unit. A person not listed in paragraph 2 above who resides in the premises for a period in excess of two weeks in any calendar year, shall be considered to be occupying the premises contrary to this Agreement and without the right or permission of the landlord. This person shall be considered a trespasser. The tenant agrees where the tenant anticipates an additional person in the rental unit, they shall promptly apply in writing for permission from the landlord for such person to become a permanent occupant. The acceptance by the landlord of any additional occupant does not change this Agreement or create a new tenancy. Failure to apply and obtain the necessary approval of the landlord in writing is considered a material breach of this Agreement and may result in termination of this Agreement by the landlord.

### 29. SERVICE OF NOTICE

The tenant shall accept any notice, order, process or document required or permitted to be given, when served in accordance with the Act. Where the tenant refuses service of any document under the Act, the landlord can serve the tenant by delivering the document to the tenant in person. Where the tenant refuses to accept the document in person, the landlord may seek an order of the director or of a court that service has been affected.

### 30. STORAGE/PARKING

All luggage or other property of the tenant, stored on the residential property, shall be kept in safe condition in proper storage areas and shall be at the tenant's risk for loss, theft or damage from any cause whatsoever. Only vehicles listed in the tenancy application (and no other vehicles) may be parked, not stored on the residential property. The parking areas are to be occupied by vehicles which are in operating condition, currently licensed, and insured. Vehicles which are on blocks or are not in operating condition may not be stored in parking areas. No items may be stored in parking stalls. Bicycles are to be stored in the designated areas only. They shall not be kept, left or stored on balconies, or in hallways. They cannot be moved through lobbies, hallways, or placed in elevators. The tenant shall be responsible for any claims, expenses, damages of any nature as a result of the tenant's failure to obey the terms of this Agreement. In addition, no hazardous or dangerous items shall be kept or stored on the residential property or in the rental unit. Where the tenant executes the Parking Stall Agreement and/or the Storage Locker Agreement, these agreements prevail over this term in the event of conflict.

### 32. RUBBISH

No rubbish, boxes or papers shall be placed or left in corridors, parking areas, driveways, patios or other common areas of the residential property, except those areas designated for disposal. All garbage shall be drained, bagged, or wrapped, and tied securely before being placed in chute or approved receptacle. Spillage shall be cleaned up immediately by the person responsible. Tenants must comply with the building recycling methods.

**33. OUTSIDE**

Rugs, mops, rags and dusters shall not be shaken out of windows, doors, or in common areas of the residential property. Nothing shall be thrown from or placed on, or hung on, or affixed to the outside of windows, doors, balconies, or the exterior parts of the building. Awnings, aerials and cables or wires shall not be installed on the residential property. Satellite dishes/antennas are not permitted. Barbecues shall not be used on or in the rental unit (including balconies and patios) or anywhere on residential property without the prior written consent of the landlord. No bicycles, household items, boxes or garbage shall be stored on the balconies/or patio areas.

**34. MOVING**

The tenant's possessions and furniture shall be moved in or out of the building through designated doors and in a competent manner, at the risk of the tenant. The tenant shall be liable for any costs of moving, including any costs resulting from injury, or from damages to the tenant's possessions and furniture, or from damage to the landlord's property and services. The tenant agrees that the mover is engaged as the tenant's agent and the tenant is responsible as a principal, for any damages caused by the mover to the landlord's property or services.

**33. COMMON AREAS**

The tenant shall not misuse common areas of the residential property, and shall use them prudently, safely and equitably and shall conform to all notices, rules and regulations posted on or about the residential property concerning the use of common areas, including, the use of laundry room, recreation room, swimming pool, parking areas and storage, and including restriction of their use to tenants only and restriction on use by children. All use of the common areas by the tenant and tenant's guests shall be at the sole risk of the tenant.

**34. CONTRACTUAL**

Where a tenant is required to obtain the landlord's permission, it is deemed to be required in advance. It is agreed that (a) words imparting the singular shall also mean plural, and vice versa, except where the context indicates otherwise; (b) the words "applicant, occupant and tenant", used in the Application for Tenancy, the Agreement, and in rules and regulations forming part thereof, mean all proposed and actual occupants of the rental unit, and include guests where applicable; (c) the word "landlord" includes the owner and his authorized agents and employee's where applicable, and (d) words imparting a male person include a female person.

Where there is more than one tenant, the tenants' obligations shall be joint and several. If there is more than one landlord, the landlords' obligations shall be 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 premises.

**35. 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 property which is the subject of this Agreement and such agent receives money in connection with the tenancy, including without limitation, security, damage and other forms of deposits, the agent is not a stakeholder, and the agent may release the money to the owner.

**36. LIABILITY AND INSURANCE**

The tenant understands and agrees that they are entirely responsible for their personal property as well as the harm they cause to any part of the residential property, the rental unit and/or to the lives and property of other tenants (and their guests) in the residential property.

The tenant agrees to indemnify and save harmless the landlord from any and all claims, damages, losses, legal fees and other expenses resulting from the harm caused by the tenant or the tenant's guests to the residential property, the rental unit and/or the lives and property of other tenants (and their guests) in the residential property. Without limiting the generality of the foregoing, the tenant agrees to indemnify the landlord for the cost of the insurance deductible or increase in insurance premiums payable by the landlord as a result of the harm caused by the tenant or the tenant's guests to the residential property, the rental unit, or the lives and property of other tenants (and their guests) in the residential property.

**The tenant must obtain and maintain insurance coverage for liability and contents.** Without limiting the generality of the foregoing, the tenant's insurance must cover (a) any loss or damage caused by the tenant or the tenant's guests to the residential property, the rental unit and/or the lives and property of other tenants (and their guests) in the residential property, and (b) any loss or damage to the tenant's personal property.

**A certificate of insurance (or other proof of insurance satisfactory to the landlord) must be forwarded to the landlord as proof of such insurance at the request of the landlord. This obligation to obtain and maintain insurance coverage for liability and contents is a material term of this Agreement. If the tenant fails to provide a certificate of insurance (or other proof of insurance satisfactory to the landlord) to the landlord at the landlord's request, terminates their insurance, or permits their insurance to lapse, this Agreement may be terminated by the landlord.**

Landlord's Initials       Tenant's Initials

**37. ADDENDUM**

1) Rules & Regulations (attached)

Landlord's Initials       Tenant's Initials

2) Parking Stall Agreement (attached)/Storage Locker Agreement (attached) [circle one or both]

Landlord's Initials       Tenant's Initials

**38. OTHER.**

A notice to vacate by any of the tenants applies to all occupants of the unit. If one of the tenants listed wish to remain, they must reapply and sign a new lease agreement.

Landlord's Initials       Tenant's Initials

**39. OTHER**

Upon vacating, tenants are responsible for payment of blind cleaning, suite cleaning, carpet cleaning and any damages, including paint, caused by the tenant.

Landlord's Initials       Tenant's Initials

**40. 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.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS TENANCY AGREEMENT AND ADDENDUM(S) IN THEIR ENTIRETY AND AGREES TO THE PROVISIONS CONTAINED HEREIN. The parties intending to be legally bound agree to the terms and conditions of this Agreement. The landlord shall execute this agreement only upon removing its subject to obtaining satisfactory credit and references. If the landlord accepts the tenant, the landlord shall execute this agreement and provide a copy to the tenant in accordance with the Act. If the landlord does not accept the tenant, this Agreement is void and the security deposit and pet deposit will be refunded in full to the tenant within 15 days.

Dated at Vancouver, B.C., this \_\_\_\_ day of \_\_\_\_, 20\_\_

Agreed and signed by \_\_\_\_\_ Tenant  
each adult TENANT \_\_\_\_\_ Tenant

The tenant provides fax number as an Address for service under this Agreement \_\_\_\_\_

Tenant's E-mail Address \_\_\_\_\_

Agreed and signed by Landlord \_\_\_\_\_

Building Manager's Phone Number [phone] \_\_\_\_\_ Building Manager's Fax Number [fax] \_\_\_\_\_

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