



RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT made the _____

day of _____, 20__

BETWEEN:

(hereinafter referred to as Tenant(s))

AND:

(hereinafter referred to as "the Landlord")

1. The rental premises are a single family dwelling, unit in a duplex, triplex or four-plex condominium, an apartment in a building located at

2. _____
Address

City Province Postal Code

3. The term of this agreement shall be as follows:

- month to month tenancy
 - fixed term tenancy
- and shall begin on the _____ day of _____, 20__ and end on the _____ day of _____, 20__

4. The rent shall be \$ _____ per month, term, and shall be payable in advance on or before the _____ day of each month. The first rent shall be payable on the _____ day of _____, 20__.

Tenant agrees to pay a late fee of \$20.00 per day for each day tenant is late in rent payment. Tenant shall pay reimburse Landlord any fees assessed by Landlord's bank for a Tenant

check returned by the bank for any reason.

5. The rent cheques are made payable to Landlord: _____

6. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notice of the Tenant's complaints and to accept any service of legal process or notice (complete if different from the Landlord)

7. There will be ____ person(s) occupying the rental premises and their names are :

8. Except for casual guests no other person(s) shall occupy the premises without written consent from the Landlord.

9. a) Utilities will be paid by the parties indicated as follows:

	The Landlord	The Tenant
Electricity		
Gas		
Water		
Telephone		
Cable TV		
Garbage		
Parking stall(s)		
Security Card(s)		
Other specify	_____	_____

b) Appliances will be supplied and maintained in working order as indicated below:

	The Landlord	The Tenant
Stove		
Refrigerator		
Washer		
Dryer		
Dishwasher		
Furnace		

Hot water Heater

Other specify _____

c) Should the Owner(s) agree to including electricity, gas and water a monthly cap of \$_____ (studio or one bedroom), \$_____ (two bedrooms), \$_____ (3 bedrooms) is to be applied. Any use over this amount is the Tenant's responsibility. Should the Tenant not pay the extra amount, these monies will be deducted from the Security Deposit.

10. The Landlord acknowledges receipt from the Tenant the sum of: \$_____ as a security deposit to secure the Tenant's performance of the obligations imposed by this agreement and \$ _____ as a deposit for the value of the furniture. The total of \$ _____. The following terms shall apply to the deposit:

- a) The Landlord may claim only the amount reasonably necessary to repair damages to the premises caused by the misconduct of the Tenant, except deterioration caused by fair wear and tear, or to remedy any other default by the Tenant under the provisions of this agreement.
- b) If the Landlord claims any portion of the security deposit, he/she shall give to the Tenant a written accounting for the claim in the form prescribed by the applicable act dealing with the Landlord and Tenant matters within 15 days of the Tenant's departure from the premises.
- c) The Landlord agrees to pay the amount of interest on the security deposit as per the Residential Tenancy Act.
- d) If there are any disputes with regards to the return of deposit monies Landlord & tenant agree to handle said disputes under the Residential Tenancy Act guidelines.

11. The landlord shall at all times maintain the premises and appliances provided by him/her in a condition that applies with the Residential Tenancy Act.

12. The Landlord shall give 1 (one) days' notice of his or her or the Realtor's intent to enter the Tenant's premises during reasonable hours, but such notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such notice being given.

13. The Tenant agrees to mow and water the lawn, flower beds, and to keep the shrubbery in good order and condition and to keep the sidewalk surrounding the premises free and clear of all obstructions; to take due precautions and that in case water or waste pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well pay for all damage caused.

14. The Tenant agrees to assume responsibility for plugged toilets, sinks, and garburators and shall repair the same at his/her own expense as well as pay for all damage caused.

15. The Tenant agrees to assume responsibility for all lost keys and security cards and replace the lost items at his/her own expense.

16. If the Tenant remains in possession after a lawful termination without the Landlord's consent, the Landlord may apply to the Residential tenancy Branch for an order of possession. The Landlord may also recover damages from an overholding Tenant exceed the amount of any retained deposit.

17. The Tenant agrees not to assign or sublet the premises without the Landlord's written permission and consent. The Landlord shall not unreasonably withhold consent.

18. Shall the tenant require the use of the elevator for moving in and/or moving out the tenant is responsible for notifying the caretaker and for the elevator lockup charges.

19. The Tenant agrees, upon termination of this contract, to have the premises professionally cleaned and any damages caused during tenancy by the occupant(s) and/or their guests will be repaired at the expense of the Tennant. Any cleaning, replacement of belongings (furniture, dishes, etc.) or damages (other than normal wear and tear) that are not completed prior to vacating the

premises will be performed at the Landlord's request and billed against the Tenant's security deposit.

20. The Landlord agrees not to raise rent for the next 12 months, and any increase

given shall be given in accordance with the Residential Tenancy Act.

21. Tenant shall properly use, operate and safeguard the Premises, all furniture, furnishings and appliances, and all electrical, gas and plumbing fixtures. Tenant shall immediately notify Landlord of any damage, and shall pay for all repairs or replacements caused by Tenant, or the guests or invitees of the Tenant, excluding normal wear and tear.

22. Tenant acknowledges that Tenant's personal property is not insured by the Landlord. Tenant shall have the obligation to purchase rental insurance at its sole cost and expense if it so desires.

23. Tenant has examined the Premises and the inventory list supplied with this Agreement. Tenant acknowledges that the Premises are clean and items on the inventory list are operative.

24. This Tenancy Agreement is governed by the Residential Tenancy Act and Landlord and Tenant agree to handle all disputes with the Residential Tenancy Branch.

25. Optional provisions

The following provisions are optional and may be used only if both parties agree. To be binding, the optional provision must be initialed by both parties:

- a) The Tenant agrees to notify the Landlord of an intended absence of more than seven days and will permit the Landlord to enter the premises during the absence if reasonably necessary.
- b) The Tenant is allowed the following pets: _____ Should the owner agree to pets, the Tenant agrees to have carpets and furniture steam cleaned and fumigated. The Tenant assumes responsibility for any damages that may be caused by the pet including fumigating.
- c) Other:

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. All promises and agreements must be included here in writing and agreed by both parties or they are not enforceable.

Landlord or Landlord's Agent

Tenant(s)

Date: _____

* A PHOTOCOPY OF YOUR PASSPORT AND DRIVER'S LICENSE MUST ACCOMPANY THIS APPLICATION