

(In this Agreement, where the word "ACT": if used by itself, it means the Residential Tenancy Act, hereinafter referred to as "the ACT")

1. **AGREEMENT.** The undersigned authorized agent, herein also known as the Landlord, hereby agrees to let to the Tenant and I/we hereby agree to rent from the Landlord, the premises and services stated, under the following terms and conditions. (Use correct legal names)

BETWEEN: Landlord Pacific Asset Management Corporation
 Suite 301 – 1124 Lonsdale Avenue,
 North Vancouver, B.C. V7M 2H1

AND: Tenant(s) _____
Last name First name Initial

_____ *Last name First name Initial*

2. **FULL NAMES** of all adults and minor occupants (under 19, including infants). Include names of each and every minor to occupy the premises and their ages.

By checking and initialling this box, the Landlord and Tenant agree that this is an Adult only building and persons under the age of 19 years are not allowed to permanently occupy the premises. The Tenant covenants that the above persons shall be the only permanent occupants during the term of this agreement unless the Landlord agrees in writing to other persons becoming occupants. The Tenant acknowledges and agrees that this covenant is a material covenant of the Residential Tenancy Agreement and that its breach will provide grounds for termination.

The address of the place being rented to the tenant (the "Premises") is:

3. Suite No. _____ Building Name: _____
 Unit Type: _____ Building Address: _____

No furnishing, equipment or utilities shall be supplied by the Landlord unless specifically identified in Appendix A, within this agreement.

4. **RENTAL PERIOD & TERMS OF TENANCY.** This agreement shall be for a Term of ONE YEAR LEASE commencing _____. Not less than 1 full calendar month prior to the end of the term, the Tenant shall notify the Landlord in writing of their intentions to either (i) terminate the Lease and move out of the building, or (ii) continue the tenancy on a MONTH-TO-MONTH basis. Should the Tenant not notify the Landlord in writing of their intentions, the tenancy will end on the last day of the term. If the Tenant terminates the tenancy in less than twelve (12) months \$125.00 will be charged by the Landlord and the Tenant will pay this amount as a service charge for tenancy changeover costs, such as advertising, interviewing, administration and re- renting, for this short term tenancy. This is not a penalty.

Tenant Landlord

5. A SECURITY DEPOSIT is payable in advance, in the amount of one half of one months' rent. The Security Deposit will be held by the Landlord and returned to the Tenant at the end of the tenancy, provided the premises is returned to the Landlord in same condition as was when it was provided to the Tenant at the Commencement of the term. It is agreed and understood by the parties that Pacific Asset Management Corporation is not a stakeholder in the transaction by receiving the Security Deposit and that the security deposit may be released to the Landlord.

6. A MOVE-IN/MOVE-OUT FEE is payable in advance, in the amount of \$_____. Move-In/Move-Out is then paid to the Strata/Property Management Company to cover the cost of any damages incurred to the property during the process of moving in and moving out. This fee is not refundable to the Tenant.

Tenant Landlord

7. **PETS.** Having regard to the enjoyment, quiet possession and health requirements of other occupants in the residential property, as well as the nature of the property; the Tenant shall not keep, or allow to be kept, any animals or pets, domestic or wild, fur bearing or otherwise, unless specifically permitted in writing by the Landlord, which permission may be revoked by the Landlord at any time, particularly having regards to the factors set out above, which factors are not all

inclusive. Once permission is given by the Landlord A PET DEPOSIT is due immediately, in the amount of one half of the current months' rent. Tenants with an Aquarium larger than 10 gallons must carry a minimum of \$1,000,000.00 Personal Liability Insurance through the Contents Policy of Tenants Insurance and provide evidence of this to the Landlord. This is a material condition of the agreement. If the Landlord gives notice to the Tenant to correct any breach, and Tenant fails to comply immediately, the Landlord has a right to terminate the tenancy immediately along with making the appropriate claims against the Tenant. Having regard to the potential noise factor and mess, the Tenant shall not encourage or feed wild birds at or near the residential property.

8. RENT for the premises shall be calculated annually and shall be payable by monthly installments in advance by the first day of each month. THE TENANT AGREES TO PAY RENT DUE VIA PRE-AUTHORIZED DEBIT SYSTEM AND AGREES TO COMPLETE AND EXECUTE A PERSONALLY APPROVED PAYMENT SERVICE AGREEMENT (as attached in Appendix B) AT THE TIME OF EXECUTION AND ACCEPTANCE OF THIS AGREEMENT. (If pre-authorized payment is not available for the building, rent must be paid by Post-Dated cheques, supplied to the office 12 months in advance).

	MONTHLY PAYMENT	ANNUAL
Basic Living Space	\$ _____	\$ _____
Parking	\$ _____	\$ _____
Other	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

Tenant Landlord

TIME SHALL BE OF THE ESSENCE IN ALL PAYMENTS OF RENT. LATE PAYMENT OF RENT IS REGARDED AS A MATERIAL BREACH OF CONTRACT AND THEREFORE GROUNDS FOR NOTICE OF TERMINATION.

9. ARREARS. Late payments, returned and non-sufficient fund cheques (N.S.F.) are subject to a minimum service charge of \$ _____ each. Notwithstanding a service charge, failure to pay rent on the due date shall be a material breach of this Agreement. This Residential Tenancy Agreement requires that rent be paid promptly on the due date.

Tenant Landlord

10. 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 the utility account is a breach of a material term of the Agreement. The landlord has the right to end the tenancy should the tenant fail to correct the breach within a reasonable time after receiving written notice to do so.

11. ADDITIONAL OCCUPANTS. When a person not listed in paragraph 2 above, resides in the premises for a cumulative period in excess of two weeks in any calendar year, he shall be deemed to be occupying the premises contrary to this Agreement and without the right or permission of the Landlord. This person shall be considered as a trespasser. Where the Tenant anticipates an additional person in the rented premises, he/she shall promptly apply in writing for permission from the Landlord for such person to become a permanent occupant. Failure to apply and obtain the necessary approval of the Landlord in writing is considered a material breach of this Agreement. The Landlord may at his option give immediate notice of termination of the Agreement or may at his option give notice to the Tenant to immediately correct the breach. The landlord has the right to terminate the tenancy immediately, if the Tenant fails to immediately correct the said breach.

12. CONDITION OF PREMISES. The Tenant shall inspect the premises at the commencement of the tenancy and shall, within three days thereof, notify the owner in writing of any defects or damages. Tenant agrees and consents to entry by the Landlord into the premises, upon receiving notification of defect and damages in writing, for the purposes of inspecting the said defects and damages. Entry is subject to the ACT. Tenant agrees to leave the vacated premises in a clean condition, otherwise will be subject to claims by the Landlord under the ACT. The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the premises and the other residential property to which the tenant has access.

13. TERMINATION. THE TENANCY SHALL END AT 1:00 p.m. in the afternoon on the last day of term. If notice of termination is given by either the Landlord or Tenant, such notice shall be in writing and be given on or before the last day of a calendar month, to take effect on the last day of an ensuing calendar month, unless otherwise specified in the ACT. The tenant agrees to allow access to the Landlord during the thirty (30) days preceding the last day of the term to show the premises to prospective Tenants in accordance with the ACT. The Tenant agrees to co-operate in the interests of incoming Tenants.

14. OVERHOLDING. If the Tenant remains in possession of the premises after the expiry date of the term contracted for or after other lawful termination of the tenancy, then the Landlord may claim against the Tenant and the Tenant shall be liable for the damages suffered by the Landlord. The Landlord may apply for an Order of Possession or similar Order from the court or an arbitrator and on the obtaining of such Order, eviction by the Sheriff may follow. (Note: You are

advised that the Landlord has a civil right of action and an incoming Tenant also has a civil right of action that could result from your failure to vacate the premises as lawfully required.)

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

16. **REPAIR – TENANT.** With the object of protecting the Landlord's property from abusive use, the Tenant and guests of the Tenant shall use the premises, services, furnishing, equipment and facilities supplied by the Landlord, prudently and carefully; and shall be responsible for the cost of repairing or making good any willful or negligent damage they have caused or permitted to be caused on/or in the premises and property, including unusual or abusive wear and tear, cleaning of carpets, drapes, blinds furnishing and equipment supplied by the Landlord, and unplugging are sinks, toilets, garburetors, or other plumbing connected to the premises rented herein, including costs of making good any water damage. If drapes, blinds and/or carpets are not cleaned at the end of the tenancy, the Tenant agrees, on vacating the residential premises to pay to the Landlord for equivalent cleaning. The Tenant shall promptly report to the Landlord any damage, unsafe condition, or fault or deficiency in services, including leaking water; except that the Tenant shall replace and pay for any burned- out fuses and light bulbs in his rented premises and leave all such working replacements when vacating. Battery operated smoke and/or heat detectors are the sole responsibility of the Tenant. The Tenant shall ensure that those detectors are kept in good condition and fully operational in his/her rental unit, at all times.

17. **HAZARDS.** In the event of a fire, or water or gas escape starting in the Tenant's premises, the Tenant shall report it without delay to the Landlord (building manager). The Tenant shall immediately warn any occupants of the building threatened by any hazard. Unless the Landlord is proven at fault, or the occurrence is an Act of God the Tenant shall be liable to pay for any costs arising from any hazard or threat to safety, including any fire, starting in the Tenant's premises, or resulting from the conduct or action of the Tenant of his guest. The Landlord shall not be liable for such costs, but shall have the right pursuant to the ACT to terminate the tenancy agreement and may require the Tenant to vacate and deliver up possession on short notice.

18. **LIABILITY.** Unless the Landlord is in breach of Lawful duty, the Tenant waives and releases him from any liability in connection with the use by Tenants or guests of the premises, services, furnishings, equipment and facilities supplied by the Landlord, including injuries or damages caused by anything done or omitted from being done by any Tenants of the Landlord or by the Landlord or his agents, servants, or workers or independent contractors. The Landlord shall exercise reasonable care and attention to prevent such injuries or damages.

19. **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. WHEN DRAPES OR BLINDS ARE SUPPLIED by the Landlord, the Tenant's drapes and curtains may not be used without Landlord's permission. ALTERATIONS; the Tenant shall not make or cause and structural alterations to be made. PAINTING, PAPERING AND DECORATING shall be done only with the prior written consent of the Landlord with authorized colours only. HOOKS, NAILS, TAPES, OR OTHER DEVICES for hanging pictures or plants or for affixing anything to the structure shall be of a type approved by the Landlord and shall only be used with his prior consent. HEAVY APPLIANCES OR EQUIPMENT of any kind may not be installed by the Tenant without written permission of the Landlord. AUTOMOBILE AND OTHER REPAIRS SHALL NOT BE DONE IN PARKING AREAS or on Landlord's property.

20. **ASSIGN OR SUBLET.** Tenant shall not assign or sublet the premises without the prior written consent of the Landlord. If the tenancy agreement is for a term of six months or more, such consent shall not be arbitrarily or unreasonably withheld by the Landlord. Any assignment or subletting of the premises by the Tenant shall in no way release the Tenant from his covenants and obligations in the agreement and he shall continue to be primarily liable under the tenancy agreement.

21. **CONDUCT.** In order to promote the convenience, safety welfare and comfort of other tenants in the building, the Tenants and guests shall not disturb, harass or annoy occupants of the building or neighbours, and shall not cause loud conversation, music, television, or other irritating noise to disturb peaceful enjoyment at any time; and shall maintain quiet between 10p.m. and 9a.m. Any Tenant who causes other occupant to vacate the premises because of noise, or other disturbances, harassment's, or annoyance, shall indemnify the Landlord for any reasonable costs and losses caused thereby, and may have the tenancy terminated on short notice pursuant to the ACT.

22. **SECURITY.** The door to the Tenant's premises shall be kept closed, and in the Tenant's absence locked. No lock or security device shall be installed or changed or altered, and no extra keys shall be made for any lock in the building, except with the prior consent of the Landlord. The Tenant shall be responsible for any costs incurred to regain entrance to the premises, including any damage and all necessary repairs, in the event that he locks himself out of the premises. The unauthorized entry to any part of the building by illegal possession of keys or otherwise by any person(s) shall be treated by the Landlord as an illegal offence.

23. **ENTRY.** The Tenant shall not unreasonably withhold consent to the Landlord to enter the Tenant's premises when the proper request is made at the time of entry; and shall permit the Landlord or his agents to tradesmen entry at reasonable times on proper notice to view the state of repair or to repair or alter the premises, or to show the premises to prospective purchasers or tenants. The Landlord or his authorized agent may, in case of emergency, and as otherwise provided for the ACT, exercise his right to enter the premises.

24. **SERVICE OF NOTICE.** Any Tenant shall accept any notice, process or document required or permitted to be given, when served personally on any adult occupant of the Tenant's premises, or served by delivering to, mailing to, or posting upon that part of the premises known as, or used as, the residence of the said occupant, pursuant to the Act.
25. **STORAGE.** All luggage, vehicles, or other property of the Tenant, stored on the residential property, shall be kept in safe condition in proper storage areas and shall be at the Tenant's risk for loss, theft or damage from any cause whatsoever. Vehicles listed in the tenancy agreement and others may be parked or stored on the property. Parking areas are only to be occupied by operative, licensed and insured vehicles only. BICYCLES are only allowed in designated areas and shall not be stored on balconies or in hallways or transported through lobbies, hallways or in elevators. Tenant shall be responsible for any damages or claims whatsoever caused therefrom and they shall be at risk of the Tenant. No hazardous item shall be kept or stored in the premises, storage locker, or parking areas. Items stored must not result in a nuisance or cause pollution.
26. **RUBBISH.** No rubbish, boxes or paper shall be placed or left in corridors, parking areas or other common areas of the premises, except those areas designated for disposal. All garbage shall be drained, bagged, or wrapped, and tied securely before being placed in chute or approved receptacle. Where recycling containers are provided, recyclables shall be separated and deposited into the appropriate containers. Spillage shall be cleaned up immediately by the person responsible. Any large items 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 building recycling methods.
27. **FLOORS.** For the purpose of protecting the quiet enjoyment of other occupants, all hard-surfaced floors shall be kept clean and well waxed by the Tenant, and all concentrated traffic areas in the rented premises which are bare floor on commencing occupancy, shall be adequately carpeted by the Tenant within one month.
28. **OUTSIDE.** Rugs, mops, rags and dusters shall not be shaken out of windows, doors, or in common areas of the premises. Nothing shall be thrown from or placed on, or hung on, or affixed to the inside or outside of windows, doors, balconies, or to the exterior parts of the buildings. Awnings, aerials and cables or wires shall not be installed. Barbecues shall not be used on or in the premises without the prior written consent of the Landlord. No bicycles or barbecues shall be stored on the balconies.
29. **MOVING.** The Tenant's possessions and furniture shall be moved in or out of the building by designated doors and in a competent manner, all the risk of the Tenant and mover. The mover and/or Tenant shall be liable for any costs of moving, including any costs resulting from injury or from damages to the Tenant's possessions and furniture, or from damage to the Landlord's Property and services. Tenant agrees that the mover engaged by him is the Tenant's agent and the Tenant is responsible as a principal, for any damages caused by the mover to the Landlord's property or services.
30. **COMMON AREAS.** The Tenant shall not abuse common areas of the building, but shall use them prudently, safely and equitably; and shall conform to all notices, rules or regulations posted on or about the building concerning the use of common areas, including the use of laundry room, recreation room, swimming pool, parking area, and storage, and including restriction of their use to Tenants only, and restriction on use by children. All such use shall be at the risk of the Tenant, or his guests.
31. **INSURANCE (INCLUDING LIABILITY).** Tenants acknowledge that they must obtain and carry adequate insurance coverage for fire, smoke, water damage and theft, on their own possessions, as well as Public Liability Insurance and may be held liable for accidental injury, accidental damage or accidental breakage arising from the Tenant's abusive, willful or negligent act or omission, or that of his guest, in his use of the Landlord's services and property, and by signing this Tenancy Agreement the Tenant confirms that they and their guests or invitees, 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. (see also Clause 32 re waterbeds).
32. **ONLY WATERBEDS** that are approved in writing, for safety, by the Landlord, will be allowed. Under no circumstances will waterbeds without proper frames and safety liners be considered. Tenants using a waterbed must carry a minimum of \$1,000,000.00 "waterbed liability insurance" and provide evidence of this to the Landlord. Other **LIQUID FILLED FURNITURE** or **MAJOR APPLIANCES** may not be installed by Tenants without Landlord written permission.
33. **ARBITRATIONS.** In the event of a dispute arising between the parties to the agreement, it is agreed that such dispute shall be resolved through the arbitration process as provided for in the Act notwithstanding that a dispute may be resolved by the arbitration process outlined herein, the Landlord shall always have the right to enforce his right in a court of law.
34. **CONTRACTUAL.** It is agreed that (a) words imparting the singular shall also mean plural, and vice versa, except where the context indicates otherwise; (b) the words "applicant, occupant and Tenant" used in the Application for Tenancy, the Residential Tenancy Agreement, and in rules and regulations forming part thereof, mean all proposed and actual occupants of the premises rented, and include guests where applicable; (c) the word "Landlord" includes the owner and his authorized agents and servants where applicable.
35. **RULES AND REGULATIONS.** The Tenant agrees that the Rules and Regulations delivered with this Residential Tenancy Agreement and such reasonable variations, modifications, and additions, as from time to time be made by the Landlord, and any other further reasonable Rules and Regulations that may be made by the Landlord and communicated to the Tenant in writing shall be observed and performed by the Tenant, his occupants, and guests, and such Rules and Regulations

shall be read as forming part of the terms of the Residential Tenancy Agreement.

36. **STATUTORY INFORMATION.** A Tenant has the right to quiet enjoyment and privacy, basic maintenance standards and proper notices for termination, etc. The Landlord has a right to receive the rent on due date, the right to have his premises protected from abuse and right to noise control, etc. These and other rights of the parties are contained in the Act. This agreement has been made to conform to the Residential Tenancy Act (and other Acts)

37. **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.

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

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

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS TENANCY AGREEMENT AND ACKNOWLEDGE RECEIPT OF A DUPLICATE COPY. By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

Dated at _____ B.C., this _____ day of _____, 20

Agreed and signed by each adult TENANT	_____	_____
		<i>Day/Month/Year</i>
	_____	_____
		<i>Day/Month/Year</i>
	_____	_____
		<i>Day/Month/Year</i>
	_____	_____
		<i>Day/Month/Year</i>

Agreed and signed by LANDLORD Pacific Asset Management Corporation	_____	_____
		<i>Day/Month/Year</i>

Contact Information for Pacific Asset Management Corporation.

Office Phone	604-980-3889
Office Fax	604-980-0768
Email	info@pamc.ca
Website	www.pamc.ca

Contact Information for Building Manager	_____	_____
	<i>Name of Caretaker</i>	<i>Phone Number</i>