

RESIDENTIAL TENANCY AGREEMENT

FIRSTSERVICE RESIDENTIAL

A Residential Tenancy Agreement between: (use correct legal names)

the landlord

<p>c/o FIRSTSERVICE RESIDENTIAL “As Agent for the Landlord”</p> <p>The address for this service and the telephone number of the landlord or landlord’s agent: Suite 700, 200 Granville St., Vancouver, B.C. V6C 1S4 Phone: 683-8900 Fax: 689-4829</p>
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and

the tenant(s)

last name	first name	initial

Full names of **minor occupants** (under 19, including infants.) Include names of each and every minor to occupy the premises and their ages.

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

Suite Number _____ Building Address _____

Unit Type _____ Building Name _____

CONTRACTUAL. The tenant’s obligations are joint and several if there is more than one tenant. The landlord’s obligations are joint and several if there is more than one landlord. A breach of this Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the **Residential Tenancy Act**, SBC 2002, Chapter 78, as amended (“the Act”), and thus regain vacant possession of the rental unit. Words imparting the singular also mean plural and vice versa, except where the context indicates otherwise. Words imparting a male person includes a female person. The word, “landlord,” includes the owner of the residential property and his authorized agents and employees.

1. 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 initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed 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 an arbitrator’s order that the agreement of the other is not required.

2. Length of the Tenancy: (please fill in the dates and times in the spaces provided)

This tenancy starts on: _____ day/month/year

Length of tenancy: (Please check (a) or (b) and provide additional information as requested.) This tenancy is:

(a) on a month-to-month basis (b) for a fixed length of time _____ length of time ending on: _____ day/month/year

At the end of this fixed length of time: (please check one option)

(i) the tenancy will continue on a month-to-month basis or for another fixed length of time unless the tenant gives notice to end the tenancy at least one clear month before the end of the term.

(ii) the tenancy ends and the tenant must move out of the residential premises. landlord’s initials tenant’s initials

If you choose this option, both the landlord and the tenant must initial in the following boxes:

Note: 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 \$ _____ 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 damage to the rental unit or for residential property.

3. Rent: (please fill in the information requested in the spaces provided)

(a) Payment of the Rent:

The tenant will pay the rent of \$ _____ and parking of \$ _____ each **month** to the landlord on the first day of the rental payment period, which is the **1st** of each **month** subject to rent increases given in accordance with the Act.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End a Residential Tenancy to the tenant, which may take effect not earlier than 10 days after the date the Notice is given.

NOTE: Completion of pre-authorized chequing form or twelve (12) post dated cheques will be required at time of acceptance.

LATE PAYMENTS are subject to a charge against the security deposit as liquidated damages, at the rate of \$5.00 per day, maximum \$25.00. In ADDITION, each returned cheque and pre-authorized debit (PAD), including NSF, is subject to a service charge of \$35.00. These charges are subject to change, to reflect increases in costs.

(b) What is included in the Rent: (check only those things that are included and provide additional information, if needed)

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent.

<input type="checkbox"/> Water	<input type="checkbox"/> Stove and Oven	<input type="checkbox"/> Window Coverings	<input type="checkbox"/> Storage - Locker # _____
<input type="checkbox"/> Electricity	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Cablevision	<input type="checkbox"/> Garbage Collection
<input type="checkbox"/> Heat	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Garburetor	<input type="checkbox"/> Parking for _____ vehicle(s), Stall # _____
<input type="checkbox"/> Microwave	<input type="checkbox"/> Flooring (carpet, hardwood)	<input type="checkbox"/> Washer/Dryer	<input type="checkbox"/> Other _____

Additional Information: _____



RESIDENTIAL TENANCY AGREEMENT (PART II)

FIRSTSERVICE RESIDENTIAL

FirstService
RESIDENTIAL

Suite Number	Building Address
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4. Security Deposit and Pet Damage Deposit: (please fill in the amount and date)

(a) Amount of the Security Deposit and Pet Damage Deposit:
The tenant has paid a security deposit of \$ _____ on _____, and a pet damage deposit of \$ _____ on _____.
amount in \$'s day/month/year amount in \$'s day/month/year

(b) The landlord agrees:

- (i) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- (ii) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- (iii) 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 arbitration 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.
- (iv) If the landlord does not comply with (iii), 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.
- (v) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. Additional Terms:

(a) **Residential Tenancy Agreement Addendum.** The tenant have read and understood and agreed that any violations shall be good cause for a notice to end a Residential Tenancy Agreement.
tenant's initials

(b) **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.
tenant's initials

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 pm** 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 possible new tenants in accordance with the *Act*. The tenant agrees to fully co-operate in the interest of incoming tenants.

(c) **Condition of Premises.** The tenant agrees to leave the vacated premises in a reasonably clean condition, otherwise, will be subject to claims by the landlord under the *Act*. Tenants must have drapes, blinds, all window coverings, and carpets professionally cleaned upon vacating.
tenant's initials

(d) **Property Inspections.** The tenant agrees to provide access for quarterly inspection of the premises.
tenant's initials

(e) **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 and the tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's possessions. The tenant will be responsible for any claims, expenses or damage resulting from the tenant's failure to comply with the terms of this Agreement and this responsibility will survive the termination 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 and 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 guest of the rental unit or residential property.
tenant's initials

(f) **Pets:** Unless specifically permitted in writing in advance by the landlord, the tenant must not keep or allow on the residential property, any pets, including a dog, or 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 other persons 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 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 pay the landlord sufficient monies to compensate the landlord in respect of 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*.
tenant's initials

(g) **Smoking.** No smoking of any combustible material is permitted on the residential property, including within the rental unit.
tenant's initials

(h) **PAGES 3 AND 4 CONTAINS ADDITIONAL TERMS WHICH FORM PART OF THIS TENANCY AGREEMENT.**

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

Agreed and signed by each adult TENANT _____ day/month/year

_____ day/month/year

_____ day/month/year

_____ day/month/year

Agreed and signed by LANDLORD
FirstService Residential _____ day/month/year
"As Agent for the Landlord"

6. 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*.

7. 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 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 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.

8. 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 this 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. 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 a Residential Tenancy.

9. 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 Government Agent. 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.

10. Additional Occupants: No person, other than those listed in this agreement, may occupy the rental unit. A person not listed in this agreement who resides in the rental unit for a period in excess of two weeks in any calendar year will be considered to be occupying the rental unit contrary to this Agreement and without the right or permission of the landlord. This person will be considered a trespasser. A tenant anticipating an additional person in 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. The landlord may at his or her discretion give notice to the tenant to immediately correct the breach. The landlord has the right to end the tenancy, if the tenant fails to correct the breach within a reasonable time after having been given written notice by the landlord.

11. 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 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 window coverings are supplied by the landlord, 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 alterations to be made. Painting, papering or decorating of the rental unit or residential property will be done only with the landlord's prior written consent and with the landlord's 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 washers, dryers, dishwashers or similar equipment without the landlord's prior written consent. Any appliances or equipment supplied by the landlord must not be repaired or removed without the landlord's prior written consent. Motor vehicle or other repairs must not be done in the rental unit or on the residential property.

12. Moving: The tenant's property must be moved in or out of the building 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 or to the residential property or 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 new rental unit as a one-time moving fee.

13. 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 the existing 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*.

14. 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 other occupants of the residential property, the landlord or neighbours. 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, or must any noise be repeated or persisted after a request to discontinue such noise or behaviour had 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 other occupants of the residential property or others at any time, and in particular between the hours of **10:00 p.m. to 9:00 a.m.** If any tenant or tenant's guests cause other tenants to vacate their rental unit because of such noise or other disturbances, harassments, or annoyances, or because of illegal activity by the tenant or tenant's guests, 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.

15. 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 extra 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 the notice may be resolved through dispute resolution under the *Act*.

16. 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. **Vehicles** 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 for on-road operation. **Bicycles** Bicycles are to be stored in the designated areas only. They must not be kept, left or stored on balconies or in hallways. They must not be moved through lobbies, hallways, or placed in elevators.

17. Waterbeds or Liquid filled items: The tenant must not bring into the rental unit or on the residential property any waterbed, portable dishwasher, 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.

18. Barbecues: No barbecues of any kind shall be stored or used on the premises without prior written permission of the landlord.

19. Waste Management: Garbage, waste, boxes or papers must not 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 must be drained, bagged, or wrapped, and tied securely before being placed in a chute or approved receptacle. Spillage will 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.

20. 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.

21. 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.

22. 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, or hung on, or affixed to the inside or outside of windows, doors, balconies, or the exterior parts of the building. Awnings, antennas, satellite dishes and cables or wires must not be installed on the residential property.

23. 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 seek a director's order 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 other 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 seek a monetary order through dispute resolution under the *Act* for the cost of repairs, serve a notice to end a tenancy, or both.

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.

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

25. 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 common areas of residential property, unless the landlord consents to the change, or his rental unit, unless the landlord consents to, or a director has ordered, the change.

The door to the tenant's 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 in the residential property or rental unit, except with the prior written consent of the landlord. The unauthorized entry to any part of the residential property or rental unit by illegal possession of keys or otherwise by any person(s) will be treated by the landlord as an illegal activity for which the landlord may issue a Notice to End a Residential Tenancy. The tenant will be responsible for any costs 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.

26. Building Entry, Move In and Out: All keys, access cards, transmitters, remote controls, move in and move outs under the control of the Strata Corporation in accordance with the *Strata Property Act* may be subject to a fee. The landlord may request payment of the fee prior to the possession of the premises. Any move in fee or move out fee, or any keys, access cards, transmitters, remote controls not returned at the end of the tenancy, or required to be replaced during the tenancy will be subject to the fee charged by the strata corporation.

27. 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 8:00 a.m. and 9:00 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 director 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 a director's order 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.

The tenant shall not reasonably 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 or tradesman, entry at reasonable times on proper notice to view the state or 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 in the *Act*, exercise his right to enter the premises.

28. 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 director 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.

29. Form K, Notice of Tenant's Responsibilities: Where the rental unit is a strata lot, the tenant agrees to complete the Form K, Notice of Tenant's Responsibilities, prior to possession and will at all times during the period of the 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.

30. 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.

31. 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.

32. 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.

General Information about Residential Tenancy Agreements

Important Legal Document - This tenancy agreement is an important legal document. Keep it in a safe place.

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.

Additional Terms - Any additional terms cannot contradict or change any right or duty under the *Act* or this tenancy agreement. The additional terms must be reasonable. An additional term that is not reasonable is not enforceable.

Amendment of the Act - The *Act* or a regulation made under the *Act*, as amended from time to time, take priority over the terms of this tenancy agreement.

Change of Landlord - A new landlord had the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Arbitration of Disputes - If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Office for clarification of their rights and responsibilities and apply for a dispute resolution hearing to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution. Either the tenant or landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Act*.

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*.