



# Residential Tenancy Agreement

3561 Carrington Rd, Westbank, BC V4T 3L8 Bus: 250 768 2411 Fax: 250 768 2477

PROPERTY NAME: \_\_\_\_\_ TENANT(S) SITE NUMBER: \_\_\_\_\_

## TENANCY AGREEMENT BETWEEN

### the LANDLORD(S):

Ronald M Derrickson dba RMD Group and Agents of  
3561 Carrington Road, Westbank, BC V4T 3L8  
Ph: 250.768.2411 Fax: 250.768.2477

### and the TENANT(S):

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

### Leased Premises

1. The Landlord agrees to rent to the Tenant the premise municipally described as \_\_\_\_\_, (the 'Premises') for use as residential premises only. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.
2. No pets, smoking or use of illegal drugs is permitted on the Premises.
3. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space. No RV's, trailers, tent trailers, utility trailers and/or recreational vehicles allowed.

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4. The Premises are provided to the Tenant without any furnishings.
5. No plastic tent like structures allowed on the premises.

### Length of Tenancy

6. The term of the Lease is a periodic tenancy commencing on \_\_\_\_\_ and continuing on a month to month basis until the Landlord or the Tenant terminates the Tenancy. Rent is due on the 1<sup>st</sup> of every month.

### Notice of Landlord Termination

7. Upon the greater of five (5) days notice and any notice required under the Act, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due and that amount is still due after any grace period required by the Act.

### Notice of Occupant Termination

8. The Tenant may end a periodic tenancy by giving the Landlord at least one (1) 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. This notice must be in writing and include the following:
  - Include the address of the lease Premises
  - Include the date the tenancy is to end
  - Be signed and dated by the Tenant
9. The Tenant will steam clean the carpets on a yearly basis and at the end of the termination of this Lease or the Landlord may charge the Tenant or deduct the cost of having the carpets professionally steam cleaned from the security deposit.

### Payment of Rent

10. Subject to the provisions of this Lease, the rent for the Premises is \$\_\_\_\_\_ per month. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord.
11. All payments to be made either by personal cheque, Bank Draft or Money Order. No cash please.
12. A Security Deposit may not be used for payment of the rent.

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### Late Payments

13. The Tenant will be charged an additional amount of \$20.00 per day for any Rent that is received after the due date which is on or before the first of every month.
14. There will be a \$35 fee for any NSF (non-sufficient funds) cheques sent back to RMD Group. A new cheque would therefore need to be issued within 24 hours of notice given.

### Security Deposit

15. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$\_\_\_\_\_ (the 'Security Deposit'). Thirty (30) days notice from the first of the month is required prior to vacating the site.
16. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in the Lease but no deduction will be made for damage due to reasonable wear and tear or for any deduction prohibited by the Act.
17. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls
  - Repainting required to repair the results of any other improper use or excessive damage by the Tenant
  - Unplugging toilets, sinks and drains
  - Replacing damaged or missing doors, windows, screens, mirrors and light fixtures
  - Repairing cuts, burns or water damage to linoleum, rugs and other areas
  - Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for
  - The cost of extermination where the Tenant or the Tenant's guest have brought or allowed insects into the Premises or the building
  - Repairs and replacement required where windows are left open which has caused plumbing to freeze or rain or water to damage the floors or walls
  - Any other purpose allowed under this Lease or the Act
  - Carpets must be professionally cleaned

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

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### Occupant(s)

18. Occupant agrees not to assign, grant any sublease or rental agreements, to not have seasonal renters or paying guests, or give any other right of occupancy of the Premises without first obtaining the Landlord's written consent.
19. The Occupant agrees to not conduct any illegal drug activities in the Premises or within the MHP.
20. The Occupants agree that their guests/associates are their responsibility and will be responsible for any damages that their guests/associates may cause within the Premises and or within the MHP.
21. Registered doctor prescriptions for legal marijuana use must be acknowledged and approved by RMD Group before the Occupancy Application is accepted.

### Pets

22. All pets are prohibited in our rental suites.

### Landlord Inspection and/or Entry into Premises

23. The Landlord and Tenant will complete sign and date and inspection report at the beginning and end of this tenancy.
24. For the duration of this tenancy agreement and any renewal, the Landlord and its agents may enter the Premises to make inspections or repairs, or to show the Premises to prospective tenants or purchasers with 24 hours notice to the Tenant. The Landlord shall provide the date and time of entry which must be between 8:00 am and 9:00 pm.
25. The Landlord or agents may enter the Premises at any given time should they feel there is an emergency and entry is necessary to protect life or property.

### Insurance

26. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.

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### Abandonment

27. If at any time during the term of this Lease, the Tenant abandons the Premises or any part of the Premises, the Landlord may, as its option, enter the premises by any means without being liable for any prosecution such as entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatsoever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability in doing so.

### Native Land Jurisdiction

28. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Westbank First Nations.

### Amendment of Lease

29. Any amendment or modification to this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### Care and Use of Premises

30. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
31. Tenants and their guests shall refrain from creating excess noise which would interfere with other Tenants' right to quiet enjoyment. No loud noise shall be permitted between the hours of 10:00 pm and 8:00 am.
32. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such

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vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

33. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
34. The Tenant will keep the Premises reasonably clean and free of clutter around the perimeter of the manufactured home or lot.
35. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
36. The Tenant will not engage in any illegal trade or activity on or about the Premises.
37. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety required by law.
38. The Tenant agrees that no signs will be placed or painting done on or about the Premises by the Tenant or the Tenant's direction without the prior, express and written consent of the Landlord.
39. If the Tenant is absent from the Premises and the Premises are unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
40. The hallways, passages and stairs of the building in which the Premises are situated will not be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
41. At the expiration of the lease term, the Tenant will quit and surrender the Premises in a good state and condition as they were at the commencement of this Lease, reasonable use of wear and damages by the elements expected.
42. Any minor or major renovations, interior painting, addition, application of siding etc., is not permitted without written consent of the Landlord. Once approved the repairs and/or additions may not exceed the allotted time allowed to do them which is at the Landlord's discretion.

### Damage to Premises

43. If the Premises, or any part of the Premises, will be damaged by fire or other casualty not due to the Tenant's negligence or will full act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be no abatement or rent corresponding with the time during which, and the extent to which, the Premises may have

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been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Premises, the Landlord may end the Lease by giving the appropriate notice.

### Mediation and Arbitration

44. If any dispute relating to this Lease between the Landlord and the Tenant is not resolved through informal discussion within fourteen (14) days from the date a dispute arises, the parties agree to submit the issue before an arbitrator. The decision of the arbitrator will be binding on the parties. The cost of arbitration will be paid by the Tenant.

### General Provisions

45. Any waiver of the Landlord of any failure by the Tenant to perform or observe the provisions of the Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
49. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.
50. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
51. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
52. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

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53. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
54. The Tenant will indemnify and save the Landlord, and the owner of the Premises where different from the Landlord, harmless from all liabilities, fines, suits claims, demands and actions or any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to the property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
55. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Premises of the Landlord.
56. The Tenant is responsible for any person or persons who are upon the or occupying the Premises or any other part of the Landlord's premises at the request of the Tenant, making deliveries, repairs or attending upon the Premises for any other reason. Without limiting the family, guests, housekeepers, tradesmen, repairmen, employees, agents, invitees or other similar persons.
57. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Premises.

### Hazardous Materials

58. The Tenant will obey all Rules and Regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

### Decorations

59. Any exterior decorations placed on the rental suite must not be too large or interfere with other Tenants' right to peaceful enjoyment. Seasonal decorations must be taken down within four weeks after the date of celebration.

### Rules and Regulations

60. The Tenant will obey all Rules and Regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Premises.

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IN WITNESS WHEREOF

\_\_\_\_\_  
Tenant (print name)

\_\_\_\_\_  
Landlord | Agent

\_\_\_\_\_  
Tenant (signature)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Tenant (print name)

\_\_\_\_\_  
Tenant (signature)

FOR REFERENCE ONLY

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