

House Rules

1. CONDITION INSPECTIONS. In accordance with sections 23 and 35 of the *Residential Tenancy Act*, the Landlord shall inspect the rental unit together with the Tenant, when the Tenant is entitled to possession, when the Tenant starts keeping a pet and at the end of a tenancy. The Landlord reserves the right in accordance with section 29 of the *Residential Tenancy Act* to perform monthly inspections of the rental unit with at least 24 hours and not more than 30 days' notice before the entry.
2. UTILITIES. Utilities are not included in the rent and are not paid to the Landlord. Utilities are the responsibility of the Tenant who must apply for hook up and must maintain current payments of their utility account. The disconnection of a utility service resulting from the Tenant's failure to maintain payment of their utility account **is a material breach of this agreement**.
3. WIFI is available for purchase please login to the portal and request it.
4. USE OF RENTAL UNIT. The rental unit shall be used for private residential purposes only. The Tenant shall not use the rental unit for any illegal, unlawful, commercial, political 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 residential property. The Tenant must not make or cause any structural alteration to the rental unit or residential property by any means, including, without limiting the generality of the foregoing, painting, wall papering, screws, fastening devices, or large nails. This may be done only with written permission from the Landlord. The Tenant may not install a washer or dryer or freezer in the rental unit. The Tenant must ensure that the rental unit is appropriately ventilated. The Tenant must ensure exhaust fans are regularly used, and must follow reasonable housekeeping practices, to minimize the presence or accumulation of moisture thus preventing the occurrence of mold or mildew.
5. SHORT TERM RENTAL. Tenants are strictly forbidden to list, rent or otherwise sublet the rental unit for short term rentals on any sharing website like Airbnb, VRBO or similar. Doing so is a **material breach of this agreement** and will result in termination of the tenancy. The Landlord monitors such sites on a regular basis.
6. MOVING. The Tenant's property must be moved in or out of the rental unit through designated doors at the risk sole of the Tenant. The Tenant will be liable for any costs of moving including any cost resulting from injury or from damage to the Tenant, the Tenant's property, the residential property or the rental unit.
7. ADDITIONAL OCCUPANTS. Only those persons listed in clauses 1 or 2 in this agreement may occupy the rental unit or residential property. Any person not listed in clauses 1 or 2 is not permitted to occupy the rental unit for more than 14

calendar days without the prior written consent of the Landlord. If the Tenant anticipates an additional occupant in the rental unit, the Tenant must apply in writing for approval from the Landlord for such a person to become an authorized occupant. Failure to obtain written approval **is a material breach of this agreement** allowing the Landlord to end the tenancy. The Landlord will not unreasonably withhold consent or increase rent due to an additional occupant.

8. RENT INCREASES. Once a year, **during the term of this agreement**, 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. The Landlord will use the approved Notice of Rent increase form. Notice of rent increases will be issued 3 months prior to implementation. The amount of rental increase will be in accordance with the *Residential Tenancy Act*.
9. CONDUCT. To promote the safety, welfare, enjoyment and comfort of other occupants and Tenant of the residential property. The Tenant's guest must not disturb, harass, or annoy other occupants of the residential property or neighboring properties. In addition, noise, or behavior which, in the reasonable opinion of the Landlord, may disturb the comfort of any occupant of the residential property must not be made by the Tenant or the Tenant's guests nor must any noise be repeated or persisted after a request to discontinue such noise or behavior. The Tenant or Tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of other occupants of the residential property. The Landlord will issue one warning notice of such offences. A second notice will be a **material breach of this agreement** and will result in the eviction process being initiated.
10. 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 of loss, theft or damage from any cause whatsoever. Hazardous or dangerous items must not be brought onto or kept on or in the residential property or rental unit. It is a **material term of this agreement** that items stored inside of the rental unit must be limited in type and quantity so as not to present a potential fire or health hazard or to impede access to, egress from, or normal movement within any areas of the rental unit. The Landlord does provide limited storage on site for an extra fee. Please ask for more information to rent a storage space.
11. LIQUID FILLED ITEMS. The Tenant must not bring in to the rental unit or on the residential property any waterbed, aquarium or other property that may be considered liquid filled.
12. WASTE MANAGEMENT. Garbage, boxes, papers or recyclable materials must not be placed or left in hallways, parking lots patios or any common area of the residential property except those areas designated for disposal. All garbage must be drained bagged and tied securely before being placed in dumpsters. Only those items that are allowed in dumpsters may be placed in them. Any large

items or hazardous materials must be disposed of in accordance with local bylaws.

13. BICYCLES. Bicycles are to be stored in designated areas only. Bicycles must not be kept, left or stored on balconies or in hallways.
14. CARPETS AND WINDOW COVERINGS. The Tenant is responsible for periodic cleaning of carpets and window coverings provided by the Landlord. All carpet and window coverings within the rental unit are to be professionally cleaned by the Tenant at the end of the tenancy.
15. COMMON AREAS. The Tenant must not misuse or damage common areas of the residential property, but shall use them prudently and safely and must conform to all notices, rules and regulations posted on or about the residential property. All use of the common areas on the residential property is at the sole risk of the Tenant or the Tenant's guests or invitees.
16. BALCONIES. Balconies must be kept neat and tidy. Tenants shall not display any signs, flags or decorations on the balconies at any time. Balconies are not storage areas and may not be used as such. No bicycles, sports equipment, clothing or other personal items shall be kept on balconies. **Barbeques are not permitted on balconies.**
17. 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 *Residential Tenancy Act*. The Standard Terms of the *Residential Tenancy Act* shall apply in this agreement.
18. LOCKS. The Tenant must not change locks without the written approval of the Landlord. If the Tenant's lock is damaged or otherwise not functioning properly, the Tenant shall inform the Landlord at their earliest convenience.
19. SMOKING. Smoking is not permitted anywhere within the buildings on the residential property including within 10 meters of entry ways. Cigarette butts must be disposed of in provided approved containers only. **Failure to comply with this clause is a material breach of this agreement.** initials
20. MARIJUANA. The Tenant shall not be permitted to grow or cultivate marijuana, cannabis or any derivative thereof in the rental unit or on the residential property. **Failure to comply with this clause is a material breach of this agreement.**
21. OVERHOLDING. If the Tenant remains in possession of the rental unit after the last day of the term as set out in this agreement, the Landlord may claim for loss and damages against the Tenant. The Landlord may apply for an Order of Possession or a similar order from a court or tribunal of competent jurisdiction and when such an order has been obtained, eviction by a bailiff may follow. In addition, the Landlord and the incoming Tenant may 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 the agreement.

22. INDEMNITY. The Tenant(s), jointly and severally, shall indemnify and save harmless the Landlord and its principals, officers, shareholders, employees, agents, successors and assigns from all damage, loss or expense related in any way to the Tenant's breach of this agreement, or any injury, damage loss or expense to the person or property of a Tenant or their guests, invitees, workman or any other party on the residential property or rental unit related in any way to the Tenant's use thereof.
23. ENDING THE TENANCY. The Tenant must vacate the unit by 1:00pm on the day the tenancy ends. The Tenant understands and agrees that the rental unit may be shown to potential Tenants in accordance with the *Residential Tenancy Act*. The Tenant agrees to fully cooperate in the interest of incoming tenants.
24. CONDITION OF PREMISES: The Tenant acknowledges that they have examined the premises and all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, and all items listed on the **attached property condition checklist**, if any, and/or all other items provided by the Landlord. The Tenant acknowledges that the aforesaid items are all clean, and in good, satisfactory condition except as may be indicated elsewhere in this agreement. The Tenant agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by Tenant, their guests and/or invitees. At the termination of this agreement, all items included in the rental unit shall be returned to the Landlord clean and in good condition, excepting reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to the Landlord. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, **does not** constitute reasonable wear and tear.
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25. INDEX AND HEADINGS. The index and headings in this agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provisions hereof.

GOVERNING LAW. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia