

FIXED TERM RESIDENTIAL TENANCY AGREEMENT

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (RTA), and the singular of these words includes the plural. In this tenancy agreement, the words residential **property** has the same meaning as in the RTA. The **residential property** means a building, or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which building, or group of buildings or common areas are located; the **rental unit and common areas** and any other structure located on the parcel or parcels.

RESIDENTIAL TENANCY AGREEMENT between:

Landlord/Landlord's Agent

Paramjit Minhas and Barinder Minhas

Contact No.: 604-644-3907 or email: Minhas10@shaw.ca

Mailing address: 7322 148 St, Surrey V3S 3E6

and the

TENANT(S):

Gavin Youn

Names of all adult person age 19 or older to occupy the premises. (Including given names for each one.)

Gavin Youn

Names and age of minor occupants under age 19, (including infants) to occupy the premises.

Soohyuck Lim and Jihoo Whoang

ADDRESS OF PLACE BEING RENTED TO TENANT(S)

34-16337 23A Ave, Surrey V3Z 0S3

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

- 1) 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 Residential Tenancy Act or regulation made that Act, or any standard terms. If a term of his tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.
- 2) 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.
- 3) The requirement for agreement under subsection (2) does not apply to:
 - a) a rent increase given in accordance with the Residential Tenancy Act;
 - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
 - c) a term in respect of which a landlord or tenant has obtained a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY

This tenancy starts on: July 1, 2017 **and ends on** July 31, 2018 for a fixed length of time.

this is a fixed term tenancy, the Tenant will vacate the premises upon the expiration of the term unless the Tenant contacts the Landlord in writing prior to June 1, 2018 to renegotiate a new fixed term tenancy, at the Landlord's option, or to provide the Landlord with no less than 2 (two) full calendar months notice of their intention to vacate the premises upon the expiration date of the current lease. The Tenant understands and agrees that s. 44 (3) of the Residential Tenancy Act, which allows a fixed term tenancy to lapse into a month to month tenancy, does not apply to this Tenancy Agreement.

Tenant's initial X

Owner's initial X

INITIAL	
TENANT	OWNER
X	X

3. RENT

a) The tenant will pay the rent of \$ 2,450.00 each month to the landlord. **The tenant voluntarily offered to prepay the whole tenancy rent upfront. This means the tenant will pay \$31,850.00 on or before July 1, 2017.** The rent increases is subject to the terms given in accordance with the RTA.

Rental of premises	<u>\$ 2,450.00</u>	
Rental of Parking Space	<u>\$0</u>	<u>(2cars)</u> space(s)
Prorated Rent	<u>NA</u>	
Other	<u>\$NA</u>	
(specify)		
TOTAL MONTHLY RENT	<u>\$ 2,450.00</u>	

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

b) **What is included in the rent:** The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

- (i) Facilities: (x) Stove and Oven (x) Dishwasher (x) Refrigerator (x) Hooding Fan
 () Garborator (x) Washer (x) Dryer () Alarm System
 (x) Window Coverings (x) Microwave (x) Carpets

c) **Utilities:**

Tenant to pay the following: (x) Cable (x) Internet (x) Electricity (x) Gas (x) Telephone () Landscaping () Water & Sewage
 () Other, specify as _____

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

Security Deposits:

The tenant has paid a security deposit on To be filled in in the amount of \$1,225.00

Pet Damage Deposit

A pet deposit was paid on NA in the amount of NA

- 1) The landlord agrees
 - a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
 - b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
 - c) 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
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies for arbitration under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

A) To protect the property of the Landlord and/or the wellbeing of other tenants:
“a no pet policy is a material term of this tenancy agreement”

Tenant's initial	Owner's initial
X	X

INITIAL	
TENANT	OWNER
X	X

B) The tenant shall be permitted to keep a pet or pets on the residential property as per described as following:

NA

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.

6. CONDITION INSPECTIONS

- 1) In accordance with section 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) 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 section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].
- 4) the Property Condition Report upon completion will be incorporated into and forms a part of the new Residential Tenancy Agreement.

7. PAYMENT OF RENT

- 1) 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.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) 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. RENT INCREASE

- a) If ,at the end of the Fixed Term , the tenancy agreement that does not require the tenant to vacate the rental unit on that date, and the landlord and tenant have not entered into a new tenancy agreement, the landlord and tenant are deemed to have renewed the tenancy agreement as a month to month tenancy therefore, 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 Branch for assistance .
- b) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

9. ASSIGN OR SUBLET

- 1) The tenant may not assign or sublet the rental unit to another person without 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.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for arbitration under the Residential Tenancy Act.

10. DUTIES AND REPAIRS.

- 1) A. Landlord's obligations:
 - a) 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.

INITIAL	
TENANT	OWNER
X	X

- b) 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 an arbitrator's order under the Residential Tenancy Act for the completion and costs of the repair.

B. Landlord Duties

The Landlord covenants to provide the Tenant with quiet enjoyment and privacy. The Landlord must provide and maintain the residential premises and residential property in a reasonable state of repair, making the residential premises and the residential property suitable for occupation by a reasonable Tenant. The Landlord must comply with the health, safety and housing standards required by law. If the Landlord is required to make a repair to comply with the above duties, the Tenant may discuss it with the Landlord. If the Landlord refuses to make the repair, the Tenant may seek an Arbitrator's Order under the RTA to effect the necessary repairs at the Landlord's cost.

The landlord has agreed to provide the additional services:

2) A. Tenant's obligations:

- a) 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 arbitration under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

B. Tenant Duties

The Tenant and guests of the Tenant shall use the premises, services, furnishings, 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, including unusual or abusive wear and tear. The Tenant is also responsible for a complete regular cleaning of the premises including appliances, drapes, blinds, carpets, hardwood floors, fixtures and any other things supplied by the Landlord.

The tenant shall not make or cause any structural alterations to be mad to the residential premises or the residential property. Painting, papering, and redecorating shall be done only with the prior written consent of the Landlord. 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 be used only with his prior consent.

The Tenant must also abide by the following covenants:

- to return the same number of keys, visitor parking pass and swipe cards for the unit and common areas, upon termination of the agreement , as were issued upon occupancy.
- to keep garbage neat and in sealed containers and recycle garbage in accordance with civic bylaws.
- Not to have outdoor shoes stepping onto the carpet.
- not to smoke; not to take marijuana or drugs in any space of the house(Material term of this Residential Tenancy Agreement).
- not to install waterbeds without permission of the Landlord and then only with the Tenant's proof of insurance policy satisfactory to the Landlord and with proper anti-leak containers.
- to prepare security deposit and first month's rent in money order or bank draft; to pay the balance rent and pet deposit(if applicable) by post-dated cheques. Any dishonored cheque issued by the Tenant(s) will be subject to a charge of **\$25.00** if unpaid at the end of the tenancy it is deemed an authorized deduction by the Tenant(s) from the security/damage deposit.
- to pay money order for the remaining monthly rentals if one or more payments are NSF(not sufficient fund); Owner or agent reserves the right to terminate the contract immediately if one or more payments are NSF(not sufficient fund) and keep the right to ask for tenant's compensation due to the earlier termination.
- For tenant with dog(s)/pet(s), the Tenant will bear full responsibility for any and all damages that may be incurred to the premises by the tenant's dog (s)/pet(s) including but not limited to defleaing of carpets, replacement of carpets, refinishing of hardwood floors, and repainting if deemed necessary by the Landlord. The Tenant will ensure that the dog (s) do not pose a nuisance to the neighborhood by being off leash outside of the property or by barking. The Tenant will keep the grounds of the property clean of the dog droppings.
- To pay \$25.00, as an administration fee, for each NSF condition.
- To vacate the rental property before 12PM noon on the last day of this rental agreement.
- To cooperate with showings to the next prospective tenants during the last three months of the lease term.
- To take care and respect the property and to immediately report to the owner any damages caused by the Tenant and recover the damage; to maintain the rental property in a safe and cleaning living condition.

INITIAL	
TENANT	OWNER
X	X

- To agree at any time during tenancy, not to paint, wallpaper, or alter the suite in any manner or to any other colour without the landlord permission .If permission is granted, all changes to the above suite are at the Tenant expenses and not of the Owner .
- The Tenants acknowledges quarterly inspections of the property to be scheduled to coincide with safety and maintenance issues that occur with the change of the seasons. Appropriate notice will be given prior to the inspection.
- To apply the tenant package insurance which at least provides coverage, but not limited to, the tenants' personal belongings in the property and the third party liability related with the property.
- To professionally clean the property and to get carpet steamed before vacating the property at the end of lease.
- To agree not to operate the Washing Machine and the Dishwasher while away from the rental unit.
- To obey strata bylaws and assume their own liability should there is any violation.
- In the event of any snowfall the tenant is to remove the snow promptly from the sidewalks, all walkways, stairs and landings (this includes the City sidewalks in front of and to the side of the property).
- To water the grass where it is applicable.
- To be responsible for notifying and booking for "move-in" and Move-out" with concierge. The tenant is responsible for any damage deposit, fees or fines in regards to the Move-in and Move-out.
- The Tenant(s) or any member of the Tenant(s) household and any person invited onto the residential property or premise by the Tenant(s) or any member of the Tenant(s) household/family shall not engage in any criminal activity on the premises of the property including but not limited to:
 1. any drug-related criminal activity
 2. assault or threatened assault
 3. unlawful use of firearms
 4. any criminal activity that threatens the health, safety or welfare of the Landlord other Tenants or persons on the residential property or premises.

Violation of the above provisions, which is a reasonable and material term of this RTA, shall be good cause for notice to end early the Tenancy. In case of conflict between the provisions of this clause and any other provisions of the Residential Tenancy Agreement, the provisions found in this clause shall govern.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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.
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) 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.
- 3) 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 arbitration under the Residential Tenancy Act.
- 4) The person(s) listed in the application for rental form shall be the only permanent occupant(s) of the premises herein. When a guest remains for a continuous period in excess of two weeks then he shall be deemed to be a "permanent occupant" under the agreement. Such additional permanent occupant is not acceptable to the Landlord unless permission is given in writing. Without permission this agreement will be breached and the Landlord may then issue notice of termination. If an additional occupant is permitted by the Landlord, the tenant will pay an extra \$30.00 per month for the additional tenant.

INITIAL	
TENANT	OWNER
X	X

- 5) The Tenant and guests of the Tenant shall use the premises, services, furnishings, 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, including unusual or abusive wear and tear. The Tenant is also responsible for a complete regular cleaning of the premises including appliances, drapes, blinds, carpets, hardwood floors, fixtures and any other things supplied by the Landlord.
- 6) The tenant shall not make or cause any structural alterations to be made to the residential premises or the residential property. Painting, papering, and redecorating shall be done only with the prior written consent of the Landlord. 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 be used only with his prior consent.

12. LOCKS

- 1) 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.
- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to
 - a) common areas of residential property, unless the landlord consents to the change, or
 - b) his or her rental unit, unless the landlord consents to, or an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 1) 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.
- 2) The landlord may enter the rental unit only if one of the following applies:
 - a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;
 - f) the landlord is providing housekeeping or related services and then entry is for that purpose and at a reasonable time.
- 3) **The landlord may inspect the rental unit monthly in accordance with subsection (2) (a).**
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the Residential Tenancy 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.

14. ENDING THE TENANCY

If the Tenant ends the fixed term tenancy before the end of the original term as set out above, the Landlord may, at the Landlord's option, treat this Tenancy Agreement as being at an end. In such event, the Tenant shall pay to the Landlord, as liquidated damages, one month's rent (\$2,450.00 or CAD Twenty Four Hundred and Fifty) to cover the Landlord's rental loss plus the additional leasing commission (\$1,225.00 or CAD Twelve Hundred & Twenty Five) to re-rent the property. The Landlord and Tenant acknowledge and agree that the payment of the said liquidated damages shall not preclude the Landlord from exercising any further right of pursuing another remedy available in law or in equity, including, but not limited to, damages to the premises.

- 1) 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].
- 2) This notice must be in writing and must
 - a) include the address of the rental unit
 - b) include the date the tenancy is to end
 - c) be signed and dated by the tenant, and
 - d) 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.
- 3) If this is a fixed term tenancy see Section 2. LENGTH OF STAY herein.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

INITIAL	
TENANT	OWNER
X	X

- 6) The tenant must vacate the residential property by 12 p.m. (noon) on the day the tenancy ends, unless the landlord and tenant otherwise agree.
- 7) The tenant must, prior to vacating residential unit, house or condo, ensure to attend to cleaning the premises as it must be left in the same condition it was found when moved into, less wear and tear. It is the tenant's responsibility to arrange for a move-out inspection with the property manager to confirm whether or not any cleaning or repair costs are to be charged against the tenant's deposit.

15. 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.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

17. OVERHOLDING.

If the Tenant remains in possession of the premises 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 shall 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 an arbitrator and when such an order has been obtained, eviction by the bailiff may follow. In addition, the Tenant should remember that the Landlord and the incoming Tenant have a civil right of action against the Tenant as a result of the Tenant's failure to vacate the premises as lawfully required.

18. ARREARS

LATE PAYMENTS are subject to a charge at the rate of \$5.00 per day to a maximum of \$25.00 per occurrence. IN ADDITION, each returned cheque, including (NSF) Not Sufficient Funds, is subject to a service charge of \$25.00. Replacement payment must be by cash, money order or certified cheque.

19. USE OF PREMISES.

Tenants and guests shall use the premises for private residential purposes only, and not for any illegal, unlawful or commercial or business purposes.

20. CONDUCT.

The Tenants and guests shall not carry on any activity that shall be deemed a nuisance and shall abide by all relevant rules and by-laws.

21. MOVING.

Tenant agrees that the Mover engaged by Tenant 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.

22. STORAGE.

If the building has storage areas, Tenants must put their storage items in properly assigned enclosures. Tenants are responsible for their own possessions and should use their own locks. Vehicles including bicycles must be kept in designated areas. Vehicles must be insured, drivable and not leaking fluids. Automobile and other repairs shall not be done in parking areas. Tenants shall not keep or store in the premises or on the residential property, any hazardous or dangerous materials that may affect or invalidate either the Landlord's or Tenant's insurance coverage for the premises.

23. INSURANCE.

Tenants are advised that they are required to carry adequate Tenant's insurance coverage including liability insurance and provide proof to the Landlord within 30 days of the starting date of tenancy.

24. LIABILITY.

INITIAL	
TENANT	OWNER
X	X

Unless the Landlord is in breach of a 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.

25. AS IS.

The premises is rented in "as is" condition, no improvement allowance is granted, unless previously negotiated in writing.

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 this Tenancy Agreement by the Tenant may give the Landlord the right to terminate the tenancy in accordance with the RTA and thus regain vacant possession of the premises.

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

Dated at Vancouver, BC, this 16th day of June, 2017

Agreed and signed by:

TENANT (S)

X

Gavin Youn

WITNESS

Agreed and signed by

LANDLORD/LANDLORD'S AGENT

X

**Paramjit Minhas and Barinder Minhas
Contact No.: 604-644-3907 or email:
Minhas10@shaw.ca**

WITNESS

APPLICATION OF THE RESIDENTIAL TENANCY ACT

1) 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 Residential Tenancy Act or a regulation made under that Act, or any standard terms.

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.

2) 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.

3) The requirement for agreement under subsection (2) does not apply to:

- a) a rent increase given in accordance with the Residential Tenancy Act,
- b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or
- c) 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.

General Information about Residential Tenancy Agreements

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

Additional Terms -Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement

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

Condition Report -The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord -A new landlord has 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.

Resolution 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 or an intervention. If no agreement is reached, a landlord or a tenant may apply for an arbitration hearing to get a decision. Many, but not all, kinds of disagreements can be decided by arbitration.

FOR MORE INFORMATION visit B.C. Government Web site: www.gov.bc.ca (type '110'in search bar) OR call the Residential Tenancy Office's 24-Hour Recorded Information Line: .In the Lower Mainland 604-660-1020 .elsewhere in B.C. call toll free: 1 800661-4886

INITIAL	
TENANT	OWNER
X	X