



RESIDENTIAL TENANCY AGREEMENT

This Agreement made the _____ day of _____ 200__

BETWEEN

(HEREAFTER REFERRED TO AS “THE TENANTS”)

AND

COAST REALTY PROPERTY MANAGEMENT

The term “LANDLORD” is generally defined by the Residential Tenancy Act as being the owner of the property and in the case of this agreement shall be defined as the property owner.

1. The rental premises is a single family dwelling located at:

2. The term of this agreement shall be a _____ tenancy which begins:

3. The rent shall be \$ _____ per month, and shall be payable in advance on or before the first day of each month. **If a rent cheque is returned for any reason, a service charge of \$25 will be immediately due and payable to Coast Realty Property Management.**
4. The following persons are authorized to act on behalf of the Landlord and the Property Manager and are specifically authorized to accept notices of Tenant’s complaints and to accept any service of legal process or notice.

PROPERTY MANAGER
COAST REALTY GROUP
PHONE # _____
EMERGENCY # _____

PROPERTY MANAGER
COAST REALTY GROUP
PHONE # _____
EMERGENCY # _____

5. There will be _____ adults and _____ children occupying the rental premises and their names are: _____

6. Except for casual guests, no other persons shall occupy the premises without the written consent of the Property Manager.
7. The Tenant agrees not to assign or sublet the premises without the Property Manager's written permission and consent.

8. (a) Utilities will be paid by the parties as indicated below:

	<u>Landlord</u>	<u>Tenant</u>
Water/Sewer/Garbage	<input type="checkbox"/>	<input type="checkbox"/>
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Oil	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

(b) Appliances supplied by the Landlord will be maintained in a good state and working order according to the appliance's age and general condition. The Property Manager shall not be unreasonable in his discretionary decision. The following appliances will be provided by the Landlord:

- | | | | |
|------------------------------------|---------------------------------|-------------------------------------|---------------------------------------|
| <input type="checkbox"/> Fridge | <input type="checkbox"/> Stove | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Garburator |
| <input type="checkbox"/> Microwave | <input type="checkbox"/> Washer | <input type="checkbox"/> Dryer | <input type="checkbox"/> Other: _____ |

9. A security deposit in the sum of _____ is payable by the Tenant at the time of signing this Agreement to secure the Tenant's performance of the obligations imposed by this Agreement and of those imposed by the Law of the Province of British Columbia under the Residential Tenancy Act. Acknowledgment of this security deposit by the Property Manager will be by separate receipt.

The Tenant acknowledges and agrees that the security deposit paid by the Tenant is paid to the Property Manager as the representative of the Landlord and that it will be the Landlord, rather than the Property Manager, who will be responsible for returning the security deposit and accumulated interest to the Tenant upon termination of the tenancy. If the tenant has been given notice under the tenancy act for a two month notice (Landlords use of property), the owner of the property is held responsible for providing one month free rent to the tenant, NOT COAST REALTY, ACTING AS THE AGENT FOR THE OWNER.

All parties agree that the security deposit must not and does not exceed one half of the monthly rent payable for the rental premises. (Another deposit, half of the monthly rent, will be charged to tenants with pets).

The Landlord shall pay the legislated interest rate on the security deposit, for the period that the security deposit is held by him, but not for that period of time between a Statement of Claim related to this Agreement and the date that the Tenant actually receives same.

10. The Tenant shall be responsible to ensure that the Tenant, all people named in the clause of this Agreement, any member of the Tenant's household, any persons invited onto the rental premises by the Tenant(s) and any member of the Tenant's family does not engage in any criminal activities on the rental premises, including but not limited to:
- (a) any drug-related criminal activity,
 - (b) solicitation (pimps, prostitution activity),
 - (c) street gang activity,
 - (d) assault or threatened assault,
 - (e) unlawful use of a firearm,
 - (f) any criminal activity that threatens the health, safety, or welfare of the Landlord, Property Manager, or other tenants or persons on the rental premises.

Tenant _____

Tenant _____

11. With respect to the rental premises, the Tenant agrees:
- (a) to maintain the yard in good condition by mowing and watering the lawn and gardens; keeping the lawn, gardens, and shrubbery trimmed and in good condition; and gathering up and disposing of leaves and fallen branches. In the event the lawn is not cut every two weeks during the growing season the Property Manager may have it professionally cut and the tenant agrees to pay the cost for this service at the time the next monthly rent is due;
 - (b) to keep the sidewalks surrounding the rental premises free and clear of all obstructions;
 - (c) to use due precautions against freezing of water or waste pipes and stoppage of the same in and about the said premises;
 - (d) in case water or waste pipes clogged by reason of the Tenant's neglect or recklessness, the Tenant shall, under supervision of the Property Manager, repair the same at his own expense as well as all damage caused thereby;
 - (e) to advise the Property Manager of any maintenance or other repair work required to the rental premises when the Tenant becomes aware of such need;
 - (f) not to create unreasonable noise or otherwise interfere with the neighbours' quiet enjoyment of their property;
 - (g) not to store any items, including derelict or not-working vehicles, etc., on the outdoor portions of the rental premises without the written permission of the Property Manager;
 - (h) not to do any damage to the rental premises;
 - (i) not to make any physical change or alteration to the rental premises without the written permission of the Property Manager;

- (j) not to engage in the repair, service, restoration etc., of any motor vehicle, boat, motorcycle, etc; and
- (k) where the house has a wood burning fireplace or stove, it is accepted by the tenant on an "as is" basis. The owner/property manager makes no representation as to its safe operation conformance to the building code, or its ability to heat the house. If the chimney has been swept within 30 days of commencement of the tenancy, it shall be the responsibility of the tenant to sweep it annually and at the end of the tenancy.

12. The Tenant acknowledges and agrees that:

- (a) **the Tenant shall not keep or allow to be kept any pets such as dogs, cats, domestic or wild animals unless permitted by the Landlord in writing;**

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- (b) **the Tenant will obtain and maintain insurance coverage in such forms and amounts as will adequately protect the Landlord against any claims of loss, destruction, death, injury or otherwise suffered by Tenant or third parties as a result of the use and occupancy of the rental premises and rental property. Such insurance shall include contents and liability coverage;**

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- (c) the Tenant shall not allow or permit anyone to smoke in the residence portion of the rental premises unless permitted by the Landlord in writing;
- (d) the Tenant is responsible for all of the Tenant's contents and possessions in or on the rental premises and the Tenant shall obtain such content' insurance as the Tenant deems necessary to protect Tenant's contents against all risks; and
- (e) the Tenant shall be responsible for any and all loss as a result of Tenant's failure to obtain insurance as required under this Agreement.

13. Except in the case of an emergency or where the Tenant consents to the Landlord's or Property Manager's entry without written notice being given, the Landlord and/or Property Manager shall give between 24 to 72 hours written notice of its intention to enter the building portion of the rental premises during reasonable hours.

The Tenant shall provide the Property Manager with written notice of his or her intention to vacate the rental premises in writing in accordance with the terms of this Agreement and the Residential Tenancy Act. This notice is to be given on, or before the last day of the month prior to the month of the Tenant's vacating. It is further understood and agreed that the tenancy terminates at **1 PM** on the last day of the tenancy. If the rental premises are not vacated and the keys, etc., are not returned to the Property Manager by 1 pm on the last day of the tenancy, the Landlord may make claim for the delay.

Except as otherwise provided in this Agreement or the Residential Tenancy Act, the Property Manager may give the Tenant written notice of any major breach of this Agreement by the Tenant or any series of persistent lesser breaches. Such notice shall set

out the breach(s), the required action to remedy the breaches and the timeframe for resolution. If the Tenant fails to remedy such breaches within the time stated in the notice, then the Property Manager may give the Tenant notice to vacate the rental premises.

At the time that the Tenant vacates the rental premises, the rental premises shall be clean and in the same or better condition than they were at the start of the tenancy. If the rental premises are not left in satisfactory condition in accordance with this Agreement, the Tenant will be charged for the cost to have the rental premises repaired, cleaned and/or otherwise made compliant with the Tenant's obligations under this Agreement. Sample cleaning rates, which are hereby agreed by the Tenant, are show in Exhibit A to this Agreement by way of example and are not intended to be exhaustive.

14. If the Tenant remains in possession of the rental premises after a lawful termination without the Landlord's written consent, the Landlord may apply to the appropriate authorities for an Order of Possession. The Landlord may also recover damages from an over holding Tenant which will exceed the amount of any retained security deposit. Claims for over-holding rental loss shall be at double the prorated daily rate.

Unless otherwise agreed in writing by the Property Manager or the Landlord, the Property Manager and/or the Landlord may treat any property or items of any nature not removed from the rental premises before the end of the tenancy as abandoned and the Landlord may dispose of such property or items however the Landlord deems fit.

15. The Tenant agrees to notify the Property Manager of an intended absence of more than seven days and will permit the Property Manger to enter the rental premises during the absence if reasonably necessary.
16. The Landlord shall not raise the rent for the next 12 months (even if there may be a new Landlord) or any increase given shall be in accordance with the applicable provincial act dealing with the Landlord/Tenant relations.
17. The Landlord's designated contact person for emergency repairs shall be _____, the Property Manager, whose telephone number is set out in clause (4) of this Agreement. In the event of an emergency requiring an emergency repair, the Tenant must make at least two (2) attempts to notify such contact person and give reasonable time for completion of the emergency repairs. If the Tenant is unable to reach such contact person in accordance with this Agreement in a timely manner and nature of the emergency repairs required is such that the repair cannot be or postponed without imminent harm or potential harm, then the Tenant undertake the repairs at reasonable cost, and provided a statement of account and receipts to the Landlord or Property Manager for reimbursement as soon as reasonably possible after repair. The Property Manager may take over completion of the emergency at any time. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:
 - (a) Major leaks in the pipes or roof;
 - (b) Damaged or blocked water or sewer pipes or plumbing fixtures;
 - (c) Repairs to the primary heating system; and
 - (d) Defective locks that give access to the rental premises.

18. The Tenant acknowledges that if the property is put up for sale, the Tenant will cooperate with the realtors to permit showing of the rental premises at reasonable times.

Coast Realty Group Ltd. is the agent for the Landlord in all residential rental/leasing and property management transactions related to the rental premises and, in addition, can explain rental/leasing terms, assist in viewing the property and preparing the tenancy/lease agreement. The Property Manager has a legal and ethical duty to provide accurate and honest answers to Tenant's questions but as the agent for the Landlord, the Property Manager cannot negotiate on Tenant's behalf or disclose confidential information about the Landlord. Tenant should not provide any information to **Coast Realty Group Ltd.** that Tenant would not provide directly to the Landlord.

I/we acknowledge having received, read and understood this information and this Agreement.
I/we acknowledge that there is no existing agency relationship between Tenant and **Coast Realty Group Ltd.**

It is mutually agreed that the provisions of this Agreement are in compliance with the Residential Act (1984) of the Province of British Columbia and that any amendments to that act also apply to this Tenancy Agreement. If all or any part of one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable, the remaining parts or provisions of this Agreement shall be severable. Additionally, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired by the severance of the part or provisions severed.

Tenant

Property Manager

Tenant



To The Tenants Of _____

This letter is to assist you with your move out and the return of your security deposit.

Attached with this letter is a list of things to keep in mind while preparing to vacate. All units must be left in clean condition and free of repairs. We of course are accepting of “normal wear and tear”.

As per your Residential Tenancy Agreement, we require that the rental unit be clean, vacated, and free of all belongings with keys returned to our office by 1:00 p.m. on the last day of the month.

It is your responsibility to cancel or transfer all utilities and any other services that are in your name and located at the address.

Example: BC Hydro, Shaw Cable, Telus, Post Office, Insurance Services

Please call us with regards to a move out inspection and for arrangements if the last day of the month falls on a holiday or weekend when our office is closed.

To facilitate the return of your security deposit in the required 15 days, please ensure that we are provided with a forwarding address and telephone number at the time of move out.

Coast Realty Group

Nanaimo/Gabriola/Ladysmith: 1-800-779-4966 or (250) 760-2234 or property@coastrealty.com

Parksville/Qualicum Beach: 1-888-954-4433 or (250) 248-8371 or homerentals@shaw.ca

Port Alberni/Alberni Inlet/Ucluelet/Tofino: 1-888-723-1800 or (250) 723-1820 or jackiesharp@shaw.ca

Courtenay/Comox Valley: 1-800-715-3999 or (250) 897-3999 or coastcv@island.net

Campbell River: 1-800-563-7322 or (250) 287-2000 or crpropertymanagement@telus.net

Powell River: 1-877-485-4231 or (604) 485-2421 or propertyrentals@shaw.ca

MOVE OUT CLEANING REQUIREMENTS

GENERAL

1. **Carpets must be professionally cleaned at the end of the tenancy regardless of the length of the tenancy, as required by the Residential Tenancy Act, and a receipt provided for work done.**
2. Clean or vacuum all hardwood, vinyl, other flooring, baseboards, and baseboard heaters.
3. Clean the inside and outside of the patio door, and the outside of any windows that are reachable.
4. Internal window coverings are expected to be clean. Check with the Landlord before cleaning in case there are any special cleaning instructions. The tenant is not responsible for water stains. The tenant is responsible for cleaning the internal window coverings at the end of the tenancy, regardless of the length, if smoking has been permitted in the unit.

KITCHEN

1. Where the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath them at the end of the tenancy. If the refrigerator and stove are not on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath if the landlord tells them how to move the appliances without injuring themselves or damaging the floor. If the appliance is not on rollers and difficult to move, the landlord is responsible for moving and cleaning behind and underneath it.
2. Clean stove racks, stovetop, broiler pan, elements, rings, drawer and oven, and overhead fan with commercial cleaners.
3. Defrost refrigerator, clean all racks, inside door and the drawers with soapy water, wash down complete unit exterior.
4. Clean all dishwasher racks and holders, wash down exterior.
5. Wash down all cupboards and drawers inside and out, clean sink, taps, and countertops.

BATHROOMS

1. Thoroughly clean tub, tub surround, toilets, cabinets, and mirrors. Remove all scum and soap buildup and smears or markings from mirrors.

REPAIRS

1. Wash all scuffmarks, fingerprints, ect. off of the walls unless the texture of the wall prohibits wiping. The tenant will be responsible to pay for damage from excessive nail holes, large nails, screws or tape that has been used, including possible re-painting.
2. Ensure all light bulbs are installed and working, including refrigerator and stove hood.
3. Keys must be brought to the office on the last day of the month. If the last day of the month falls on a weekend, please call to make arrangements.

SMOKE DETECTORS

1. Tenants must not prevent the smoke alarms from working by taking out the batteries. For the safety of all tenants, batteries must be replaced with new ones when required, and the Landlord must be informed if repairs are needed.

LAUNDRY ROOM/AREA

1. Washer and dryer should be wiped down on the exterior and pulled out to clean any dirt or lint in behind the machines.
2. The dryer should be cleared of any lint and fabric sheets.
3. Please note that if the laundry facilities are shared or are placed in a common area of the building or home, you as a tenant are not responsible for cleaning them.

EXTERIOR

1. Tenants are to ensure no debris of any kind or yard rubbish is left on the property.
2. If the tenants are responsible for yard maintenance it is required that the yard be kept up and left in a tidy manner for the turnover in tenancy.
3. Balconies and/or patios should be properly swept and cleared of any leaves, dirt, ect.

PRIVACY CODE

We respect your privacy and have adopted a Privacy Code that manages the way in which we hold, use and protect your information. This code can be viewed in our office or via the internet at www.coastrealty.com. If you wish to limit how we use your information or our relationship with you, please contact our Privacy Officer at 1-800-779-4966.