

THIS FIXED TERM TENANCY AGREEMENT is dated the \_\_\_\_ day of \_\_\_\_, \_\_\_\_.

BETWEEN: \_\_\_\_\_ and \_\_\_\_\_, both of \_\_\_\_\_

(collectively the "Landlord")

AND: \_\_\_\_\_ and \_\_\_\_\_, both of \_\_\_\_\_

(collectively the "Tenant")

1. THE PREMISES

WITNESSES that in consideration of the rents, covenants, conditions and agreements herein reserved and contained, the Landlord hereby leases and demises to the Tenant, those certain lands and premises (the "Premises") situated in the City of Vancouver, British Columbia having a civic address of 3321 Point Grey Road and which are legally described as follows:

Firstly:

PID No. \_\_\_\_\_

\_\_\_\_\_

Secondly:

PID No. \_\_\_\_\_

\_\_\_\_\_

2. THE TERM

The term of this Fixed Term Tenancy Agreement is a fixed period of \_\_\_\_ months commencing on the \_\_\_\_ day of \_\_\_\_, \_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_ (the "Term"). There shall be no renewals or extensions of the Term and the Tenant shall not be entitled to overhold upon expiry of the Term. The tenancy created hereby is a fixed term tenancy and shall terminate and be at an end on \_\_\_\_\_ and, in accordance with the *Residential Tenancy Act*, S.B.C.2002, c.78 (the "*Residential Tenancy Act*"), at the end of the tenancy the Tenant must vacate the Premises.

3. RENT AND SECURITY DEPOSIT

3.1 On execution hereof, the Tenant shall pay a fixed rent to the Landlord without set-off, abatement or deduction in the amount of \$\_\_\_\_\_ in total for the entire term of this Fixed Term Tenancy Agreement. In addition, should the Landlord be required to make any repairs to the Premises in accordance with section 5.2 of this Tenancy Agreement and section 8 of the Standard Terms attached to this Tenancy Agreement as Schedule "A", the Tenant shall pay to the Landlord, as rent, an amount equal to the cost of such repairs. Included in the rent are the following: \_\_\_\_\_

\_\_\_\_\_.

3.2 Prior to the commencement of the Term, the Tenant shall pay to the Landlord a security deposit of \$\_\_\_\_\_.

4. TENANT'S COVENANTS

The Tenant covenants and agrees as follows:

4.1 To pay rent as provided herein; and to pay rates \_\_\_\_\_ and any and all other utilities and services used by the Tenant and to make available to the Landlord upon the Landlord's request receipts evidencing payment of same.

4.2 To repair damage, (other than reasonable wear and tear and damages covered by Landlord's insurance) caused by the Tenant.

4.3 That the Landlord may enter and view the state of repair and the Tenant will repair according to notice.

4.4 Not to assign or sublet without consent of the Landlord. The Tenant acknowledges that the Landlord has purchased the lands upon which the Premises are situate with the intention of demolishing the Premises and constructing a new home on the lands at the end of the fixed term tenancy created by this Tenancy Agreement and agrees that it is reasonable for the Landlord to withhold consent to the assignment by the Tenant of this Tenancy Agreement or the subletting by the Tenant of the Premises or any portion thereof. The Tenant agrees not to sublet the suite contained in the bottom floor of the Premises.

4.5 Not to do or permit to be done any act or thing whatsoever which may be a nuisance or which may increase the hazard of fire or liability of any kind or which may increase the rate of insurance against loss by fire or liability upon the Premises, or invalidate any policy or insurance of any kind in respect of same.

4.6 Not to suffer or permit during the Term or any renewal thereof any Builders' Liens or other charges or encumbrances to be registered or form a charge against the Premises and in the event of such Builder's Liens, charges or encumbrances, the Tenant will forthwith procure the discharge thereof.

4.7 Not to make any alterations or additions to any structure on the Premises or install any plumbing, piping, wiring or heating apparatus without the permission of the Landlord first had and obtained.

4.8 To indemnify and save harmless the Landlord from and against all and any manner of actions, causes of actions, damages, loss, costs or expenses which the Landlord may sustain, incur to be put to by reason of the use of the Premises by the Tenant including, without limitation, any personal injury (including death) occurring in or about the Premises or damage to or loss of property, as well as any act or omission of the Tenant or any failure of the Tenant to observe and comply with any of the covenants and conditions of this Tenancy Agreement.

4.9 To leave the Premises in as good a state of repair as the Premises were at the commencement of this Tenancy Agreement.

4.10 To use the Premises as residential premises and for no other purpose.

4.11 To permit the Landlord on reasonable notice to show the Premises to prospective purchasers or tenants.

4.12 Not to keep any animals on the Premises except with the prior written consent of the Landlord.

4.13 The Tenant acknowledges that \_\_\_\_\_ was the previous owner of the lands upon which the Premises are situate and sold such lands to the Landlord on \_\_\_\_\_. Accordingly, the Tenant has inspected the Premises and found them satisfactory. The Tenant acknowledges that the Premises are not in good condition but are in a reasonable state of decoration

and repair, suitable for occupation by a tenant. The Tenant acknowledges and agrees that no representations or warranties have been made by the Landlord other than those expressed herein, and that, subject to section 5.2, the Premises are provided under this Tenancy Agreement on an "as is" basis.

4.14 The Tenant agrees to carry such liability insurance with respect to the Premises as would a normal and prudent tenant and to furnish the Landlord with satisfactory evidence of such liability insurance coverage.

4.15 The Tenant, and each of them, on their own behalf and on behalf of their respective agents, executors, administrators, heirs, successors and assigns, does hereby remise, release and forever discharge the Landlord, and each of them, and their respective subsidiaries, employees, servants, agents, successors and assigns (collectively referred to as the "Releasees") of and from any and all manner of actions, causes of action, claims, suits, contracts, debts, demands and damages whatsoever, at law or in equity, which as against the Releasees, the Tenant, or either of them, now has or at anytime hereafter can, shall or may have, by reason of, or arising out of, or concerning, or in any way connected with the use and occupation by the Tenant of the Premises in accordance with this Tenancy Agreement.

5. LANDLORD'S COVENANTS

The Landlord covenants and agrees as follows:

5.1 That the Tenant shall have quiet enjoyment of the Premises, provided the Tenant has duly paid the rent and observed its obligations hereunder.

5.2 To repair except such repairs as are the obligation of the Tenant pursuant to section 4.2.

5.3 To carry such insurance with respect to the Premises and their ownership thereof as would a normal and prudent owner.

5.4 To pay property taxes and municipal utilities charges levied against the Premises by the City of Vancouver.

6. MUTUAL COVENANTS

The Landlord and the Tenant covenant and agree that:

6.1 No waiver of or neglect to enforce any right to forfeiture under this Tenancy Agreement or any rights of re-entry upon breach of any covenant, condition or agreement herein contained shall be deemed a waiver of such right upon any subsequent breach of the same or any other covenant, condition or agreement herein contained.

6.2 If the Term hereby granted is at any time seized or taken in execution or in attachment by any creditor of the Tenant or if the Tenant makes any assignment for the benefit of creditors, or becoming bankrupt or insolvent takes the benefit of any Act that may be in force for bankrupt or insolvent debtors, the Term will immediately become forfeited and void.

6.3 In case the Premises or any part thereof is at any time during the Term burned down, or damaged by fire, or tempest, otherwise than by an act of the Tenant, his employee or agent, so as to render the same unfit for the purpose of the Tenant then and so often as the same happens, the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injuries sustained and all remedies for recovering the same will be suspended and abated until the Premises will, at the option of the Landlord, have been rebuilt, or made fit for the purpose of the Tenant, and if the Landlord elects not to rebuild or repair the Premises it shall have the right to terminate this Tenancy Agreement.

6.4 The Landlord shall not be responsible for any loss or damage in or about the Premises howsoever caused, including without limitation water overflow or leakage, structural defect, thefts or vandalism; other than covered by the Landlord's insurance.

6.5 All of the Tenant's property shall be at the risk of the Tenant as to loss or damage from any cause whatsoever.

6.6 The terms and conditions set out in Schedule "A" attached hereto, being the standard terms required by the *Residential Tenancy Act*, shall be incorporated into and form a part of this Tenancy Agreement.

7. NOTICES AND LANDLORD'S ADDRESS FOR SERVICE

7.1 Any notice to be given to the Tenant pursuant to this Tenancy Agreement shall be given in writing and shall be sufficiently given if delivered to the Premises.

7.2 The address for service and telephone number of the Landlord are as follows:

(Telephone)

8. GENERAL

8.1 The Tenant hereby acknowledges receipt of a true copy of this Tenancy Agreement.

8.2 Wherever the singular or masculine are used in this Tenancy Agreement, the same shall be deemed to include the plural or the feminine, or the body politic or the body corporate.

8.3 This Tenancy Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them where the context or the parties so require.

8.4 Where the tenant is more than one person, the obligations of the Tenant under this Tenancy Agreement shall be joint and several.

IN WITNESS WHEREOF the parties hereto have entered into this Tenancy Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED BY )  
  
\_\_\_\_\_ in the presence of: )  
  
 ) \_\_\_\_\_

Tenant Signature

\_\_\_\_\_ )

Name )

\_\_\_\_\_ )

Address )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation

SIGNED, SEALED AND DELIVERED BY )

\_\_\_\_\_ in the presence of: )

\_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_ ) Tenant Signature

Name )

\_\_\_\_\_ )

Address )

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

Occupation

SIGNED, SEALED AND DELIVERED BY )

\_\_\_\_\_ in the presence of: )

\_\_\_\_\_ ) \_\_\_\_\_

Landlord Signature

**1** (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 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.

(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 the following:

(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*;

(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.

## **Security deposit and pet damage deposit**

**2** (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.

## **Pets**

**3** 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*.

## Condition inspections

**4** (1) In accordance with sections 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*].

## Payment of rent

**5** (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.

## Rent increase

**6** (1) 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.

(2) A landlord must give a 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.]

(3) 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.



(4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

## **Assign or sublet**

**7** (1) 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.

(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*.

## **Repairs**

**8** (1) 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.

(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.

(2) 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 that tenant. The tenant is not responsible for repairs 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.

(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.

## **Occupants and guests**

- 9** (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*.

## **Locks**

- 10** (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.

## **Landlord's entry into rental unit**

- 11** (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 the 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.

## Ending the tenancy

**12** (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 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 *Residential Tenancy Act*.

(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.

(6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

**Landlord to give tenancy agreement to tenant**

**13** The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

**Arbitration of disputes**

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