

Rental Tenancy Agreement

Blue Spruce Mobile Home Park, Prince George, BC

Agreement between the property Manager: Katrina Unruh and Andrew Pile 160 Highway 16 East, Burns Lake, BC hereinafter called the Manager or the park Management. Phone # 250-692-3878

And the Tenants: _____ (Phone # _____) hereinafter called the Tenant.

For a Dwelling: Suite # _____ located at 160 Highway 16 East, Burns Lake, BC, V0J-1E0 hereinafter called the Dwelling or Premise.

The terms of this tenancy agreement may not contradict to the Residential Tenancy Act (RTA) of British Columbia or any local municipal, province, and federal law. Otherwise the terms shall be considered null and void, but the null and void terms shall not affect the validity of any other item in the Agreement.

1. Length of Tenancy: The Manager agrees to rent the Dwelling to the Tenant on a month-to-month basis.

2. Owners Responsibility

It is the Owner's responsibility to maintain the hydro power, gas, water supply and sewer system in a good working condition. Park management will be responsible for cutting grass in public area and maintaining the park road in a good condition and the public area neat and clean. Snow clearing of the main park roadways will be done when required by management. The Owner will not be responsible for any losses due to theft and/or accidental injuries that may occur thru neglect of the resident, family or visitors while in or on Park property.

3. Rent:

- A. Rent: The Tenant agrees to rent this Dwelling for CDN\$ _____ (cash or check) per month payable in advance to **Blue Spruce Mobile Home Park** on 1st of each and every calendar month. The late fee will be \$25 per month. If the Manager does not get the rent on the 5th day of the month, the tenant will get an eviction notice.
- B. Utilities and TV Cable: The utilities (hydro and gas) will be under the Tenant's name. TV cable, phone line and internet are also the Tenant's responsibility if the Tenant uses them.
- C. Returned Checks: If, for any reason, a check used by the Tenant to pay the rent is returned without having been paid, the Tenant will pay a returned check charge of \$25 plus \$25 for the late payment.

4. Security Deposit

- A. The Tenant agrees paid security deposit of \$ _____ (_____ Dollars), payable to **Blue Spruce Mobile Home Park** when both the Tenant and the Manager sign this Agreement.
- B. The Manager may withhold from the deposits ONLY for what is reasonably necessary to cover the following tenant defaults: 1) damages to the Dwelling; 2) certain cleaning costs following the Tenant's departure; and 3) unpaid rent and various other accrued and unpaid charges.
- C. The Tenant can not apply any part of the deposits to their last month's rent.
- D. The Pet deposit is not included in the total security deposit and is \$200 for a dog and \$100 for a cat.

Tenant Initial _____

Manager Initial _____

- E. Refund of Tenant's Deposits: Within 5 days after the Tenant has moved out the Dwelling completely and returned the keys back to the Manager, the Manager shall return the deposits in full to the Tenant if the Tenant does not have any defaults as mentioned in 4 (B) in this Agreement.

5. Condition Inspection

- A. The Tenant has inspected the Dwelling and its contents and agrees that they are in satisfactory order, as are the electrical, plumbing, and heating systems.
- B. Both the Tenant and the Manager must inspect the condition of the rental unit together on the day when the Tenant moves in and at the end of the tenancy. The initial condition of the rental unit is written on a check list signed by both parties. The initial condition of the rental unit will be compared with the condition at the end of the tenancy to determine if any damage has occurred in the Dwelling.
- C. If there is any damage to the Dwelling unit by the Tenant or the Tenant's pet(s), the /Manager will ask the Tenant to fix the damage or charge the Tenant for the damage the Tenants made.

6. Subletting and Assignment and Guests

The Tenant shall not sublet the entire premises or any part of the premises, nor shall they assign this Agreement to anyone else without first obtaining the Manager's written consent. The Manager shall not withhold permission unreasonably. The occupants in the Premise will be no more than **TWO** adults.

All visitors to the park are the responsibility of the unit Tenants. Pets must adhere to the rules and regulations. Children must not play or run on neighbour's site without their permission. Noise must be kept to a minimum. Suite Tenants are responsible for any damage caused by the visitors. No tents or any kind (pup tents, tent trailers, or outdoor sleeping) will be allowed in the park. No visitors in motor homes, RV's, trailers or similar are allowed, unless prior approval has been obtained from Management.

7. Repairs and Maintenance

- A. The Tenant agrees to notify the Manager immediately upon first discovering any signs of serious building problems such as, moisture in the ceiling, or rodent or insect activity, major leaks in pipes, damaged or blocked water or sewer pipes or plumbing fixtures, or electrical sparks, broken outlets, exposed wire, etc.
- B. The Tenant agrees to maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property (such as laundry room) to which the Tenant has access to. The Tenant agrees to take the necessary steps to repair or pay for repairs of all damage to the residential property caused by the actions or neglect of the Tenant or a person permitted on the residential unit by the Tenant. The Tenant is not responsible for reasonable wear and tear to the residential property.

- 8. Trash:** The Tenant agrees to dispose of their ordinary household trash by placing it into a receptacle for periodic collection and push the garbage buckets out to the street according to the pick up schedule. The Tenant agrees to dispose of their extraordinary household trash, such as the Tenant abandoned furniture, appliances, building materials, boxes, books and the like by hauling it to the dump themselves. If the Tenant leaves the trash on the Park's property or nearby, the Manager will charge the Tenant for removing the extraordinary trash.

- 9. Alterations and Decorations:** The Tenant agrees that no alterations, redecorating or painting of any kind to the Dwelling shall be made without the prior written consent of Manager.

- 10. Access:** The Manager recognized that the Tenant has a right to privacy. The Manager will give the Tenant a 24 hour notice or a notice less than 24 hours with Tenant's concurrence for showing it to prospective tenants, purchasers, lenders, or others for repairs, inspection, or maintenance. The Manager may inspect the rental unit monthly in accordance with RTA Subsection (2) (a) when the Manager gives the Tenant a reasonable notice.

In emergencies and when the entry is necessary to protect life or property (such as water leaking, fire, smoking, theft, criminal activity), there will be no notice for the Manager to enter the Dwelling.

- 11. Peace and Quiet:** The tenant is entitled to the quiet enjoyment of their own Dwelling, and their neighbors are entitled to the same. Any excessive loud music, or disturbing noises on the premises at any time is not allowed. Quiet time is from 11:00 pm through to 08:00 am. Visitors should leave quietly prior to 11:00pm.

Complaints: All complaints can be made by phone or in writing and duly signed and delivered to the Manager's mailbox. Complainant name will not be divulged under any circumstances. If need be, the Manager may call, visit or give a letter of warning to Tenants that cause noise problems. A second complaint against the same Tenant could result in a verbal or a letter of warning with a copy to the park owners. On receiving a third complaint, the Manager has the right to request the Tenant to move out of the park.

12. Locks and Lockouts:

- A. The Tenant agrees that they will not change the locks on any door without first obtaining the Manager's written permission. Having obtained permission, they agree to pay for changing the locks themselves and to provide the Manager with one duplicate key per lock.
- B. Should the Tenant locks his- or herself out, the Tenant may call upon the Manager to let them in. The Manager may charge the Tenant \$5 per lockout if it is more than two times a month).

13. Insurance and Fire or Casualty Damage:

- A. The property owner has obtained insurance to cover fire damage to the building itself and liability insurance to cover certain personal injuries occurring as a result of property defects or owner negligence. The Tenant shall obtain a Tenant's insurance policy to cover damage to or loss of their own possessions and a series of inconvenience resulted from the fire or casualty.
- B. During any time when the Dwelling the Tenant lives in is unlivable because of fire or casualty damage, the Tenant is not responsible for payment of rent from that time on till the Tenant finds a new residential place. The time period for the Tenant to find a new place is no more than 10 days. Should the fire or casualty damage have been caused by the Tenant's own action or neglect, the Tenant shall have not be relieved of the responsibility for payment of rent, and shall also bear the full responsibility for repair of the damage.

- 14. Smoking:** The Tenant agrees that the Tenant and his guests do not smoke inside their Dwelling at any time and any occasions.

- 15. Snow Removal and Landscaping:** The Tenant agrees that the Tenant is responsible for removal of snow on his walkway around the property, stairs and side walk. The park Manager will be responsible for the road snow plow and grass cutting.

16. Vehicle Traffic, Parking and Maintenance

The speed limit is 10 km/h in the park. No Bicycle riding on grassed or buffer areas. Skateboards of any type or shape are prohibited.

Vehicle Parking: Limit of two vehicles per lot. No parking of heavy equipment or trucks exceeding one ton in capacity will be allowed within the park. No parking of any vehicles on the park roadways or any way that may impede traffic. No parking of vehicles on buffer zones. Do not park in a neighbour's driveway without their permission. These vehicles are subject to tow-away at the vehicle owner's expense. Parking of a RV or similar is prohibited within the park, unless permission has been obtained from Management/Owner.

Vehicle Maintenance: No unlicensed vehicles, or vehicles that are not in good mechanical condition are allowed within the park. Vehicles cannot be put onto blocks or similar. Vehicles must be maintained in such a condition that when starting or running they will not disturb the quiet of the park. Only minor repairs allowed

(replacement of light bulbs, flat tires or similar). No oil changes or heavy mechanical repairs are allowed on any vehicles in the park. Vehicle with continual leakage of oils should have the leak repaired or parked elsewhere other than the park. Cost of clean up of such oil leaks by park maintenance could be invoiced back to the tenant. Motor Vehicles and motorcycles or similar that cause excessive smoke or noise are not permitted in the park on a permanent basis.

17. Pets

Only small indoor pets are allowed. Small pet refers to small indoor item, such as a bird, fish, hamsters or similar. Exotic pets, such as snakes, gators of any size or breed, ferrets, other fur bearing animals of any size or breed or anything similar are not allowed. Dog refers to small lap type breed of animal that when fully grown will fit nicely onto your lap. Some may include toy poodles, Maltese, Shih Tzu, Pekinese, Poms or similar in size or nature. They should be about 15 to 20 inches tall and weight approximately 20 to 30 pounds when fully grown. Small puppies that will grow to become a larger dog, such as a German Shepard, Lab's or any larger dog that will exceed the 20/30 pound limit will not be allowed to be kept on a permanent basis within the park. Cat refers to a cat that lives in the house day and night.

The park Manager must first approve all pets coming into the park, regardless if only for house sitting over the winter months or any other reason. All dogs/puppies coming into the park on a permanent basis must first show proof that they have been neutered or spaded. Only one dog and/or one cat is allowed per household site. Droppings from the dog must be picked up immediately. Cats may be allowed out onto the deck, patio or immediate yard, but only while on a leash. The owners must show proof that the cat has been neutered or spaded before coming into the park on a permanent basis. When walking the dog or cat, it must be leashed within the park boundaries. General Owners must ensure that neighbours are not disturbed by continuous barking or meowing. Cats or dogs are not to be permitted to roam after dark on their own within the park. Owners will be held responsible for any damage or injuries caused by the dog or cat.

If a signed complaint that is received about a particular dog/cat, the owner of such dog/cat will be notified and warned of further consequences. Should a second complaint against the same owner be received, the SPCA will be contacted and the pet owner may be requested to restrain their animal. At the discretion of management, local park traps may also be used, with the captured dog/cat being taken to the local SPCA. Owners will not be notified should park management capture the cat/dog. A third complaint against the same animal may result in the park owners being contacted by management requesting the mobile owners remove the dog/cat from the park.

18. Notice to Vacate: The Tenant agrees to give at least one full-calendar month written notice to the Manager prior to vacating the Dwelling. Less than a full-calendar month, the Manager may deduct or not return the security deposit to the Tenant for the loss the property owner may suffer.

19. Cleanup before Leaving: The Tenant agrees that they will clean up the premises upon vacating and restore premises to the same condition as that when they moved in. Otherwise, the cleaning costs will be deducted from the security deposit.

20. Non-Waiver: Should either the Manager or the Tenant waive their rights to enforce any breach of this Agreement, that waiver shall be considered temporary and not a continuing waiver of any later breach unless both parties agree to a waiver in writing.

Signed By: _____, the Tenant

Date:

Signed By: Katrina Unruh and Andrew Pile, the park Manager _____

Date:

Tenant Initial _____

Manager Initial _____