

TREASURY BOARD DIRECTIVE

TO ALL: MINISTERS
DEPUTY MINISTERS
ASSOCIATE DEPUTY MINISTERS
ASSISTANT DEPUTY MINISTERS, CORPORATE
SERVICES
CHIEF FINANCIAL OFFICERS

DIRECTIVE: 1/12

SUBJECT: Residential Accommodation Policy

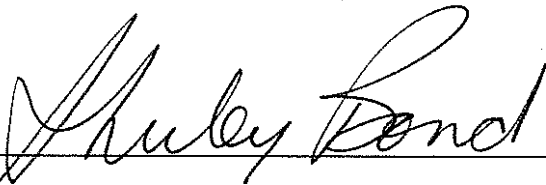
AUTHORITY: This directive is issued pursuant to Sections 4 and 27 of the *Financial Administration* and other applicable enactments.

APPLICATION: This directive applies to all ministries.

POLICY: SEE APPENDIX 1

**REPEAL OF
EXISTING POLICIES:** Treasury Board Directive 3/96

EFFECTIVE DATE: November 1, 2011



Honourable Shirley Bond
Vice Chair, Treasury Board

**RESIDENTIAL
ACCOMMODATION
POLICY**

RESIDENTIAL ACCOMMODATION POLICY

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I. GENERAL

A) SCOPE

This policy applies to self-contained residential accommodations defined as Rental Units supplied by the provincial government to an employee and his or her family. Self-contained Residential Units includes houses, duplexes, apartments, condominiums, trailers and trailer pads, and mobile homes. All employees receiving residential accommodation benefits under this policy, including the specific exemptions noted below, are subject to the applicable legislation administered by Canada Revenue Agency (CRA), the Residential Tenancy Act (SBC 2002) Chapter 78 and the Residential Tenancy Regulation, BC Reg. 249/2008, September 9, 2008 and any subsequent amendments thereof.

The CRA's Ceiling Amounts for Housing Benefits Paid in Prescribed Zones will be used for determining taxable benefits for employees. For an explanation of the Ceiling Amount, see Definitions.

This policy does not apply:

1. To multiple occupancy accommodation such as bunkhouses or other temporary work crew shelter.
2. Where an employee is required to reside on-site:
 - (a) for security reasons;
 - (b) because the nature of the operation has potential for staff requirements outside normal working hours (e.g., seedling nurseries and fish hatcheries that can be severely impacted by short-term environmental changes without rapid intervention); and
 - (c) for operational reasons on Crown land (e.g., provincial parks, ranger stations).

B) OBJECTIVES

The purposes of the policy on residential accommodation are to:

1. Limit the provision of residential accommodation to government employees where absolutely necessary to achieve program delivery;
2. Ensure consistency in the application of rental charges; and
3. Ensure consistency in the application of utility charges to government employees occupying residential accommodation provided by government.

C) PRINCIPLES

The principles governing residential accommodation policy are:

1. Government employees are normally expected to provide their own accommodation; and
2. Ministries may, at their sole discretion, provide residential accommodation to achieve program delivery in cases where:
 - (a) no suitable accommodation as determined solely by the employing ministry, is available within an acceptable distance from the worksite; and
 - (b) the absence of suitable accommodation will prevent essential staff from being hired.

D) DEFINITIONS

"**Accommodation Agreement**" means a publication of Shared Services BC (SSBC), Ministry of Citizens' Services documenting the business relationship between SSBC and a ministry.

"**Agent**" means designated contact person within the ministry providing the employment to the Tenant.

"**Allocation of Responsibilities**" refers to a schedule, attached as Appendix "A" to this policy describing ministries' and SSBC responsibilities and obligations for the Rental Units in addition to the requirements stipulated in the "Accommodation Agreement".

"**Building Occupancy Charges (BOCs)**" mean payments by ministries to SSBC (and the private sector) for rental and maintenance of buildings and office accommodation.

"**Ceiling Amount**" means the CRA's housing benefit ceilings in non-market designated areas that are provided in the Ceiling Amounts for Housing Benefits Paid in Prescribed Zones (Form 4054). The guide lists separate rental and utility rates for houses including trailers and apartments. Non-market designated areas are listed in Northern Residents' Deductions Places in Prescribed Zones (Form 4039).

"**Facility Manager**" refers to the outsourced Service Provider retained by SSBC to maintain Government owned buildings.

"**Landlord**" refers to and means a ministry that has entered into a Residential Tenancy Agreement with an employee.

"**Ministry**" means a ministry having obtained residential housing stock from Shared Services BC, Ministry of Citizens' Services under the Accommodation Agreement.

"**Premises**" refers to residential accommodations occupied by a Tenant under the Residential Tenancy Act.

"**Rental Rates**" means the rental rates for employee accommodation.

"**Residential Tenancy Agreement**" means the tenancy agreement, attached as Appendix "B" to this policy between a ministry (the Landlord) and an employee (the Tenant) stipulating the terms and conditions by which the ministry provides the employee with residential accommodation necessary to achieve program delivery. The Agreement also describes any additional responsibilities of the ministry and the employee Tenant.

"**Residential Unit**" refers to any self-contained residential accommodation including houses, duplexes, apartments, suites, condominium units, trailers and trailer pads, and mobile homes.

"**Residential Accommodation**" may be any form of housing provided to a ministry employee under the Residential Accommodation Policy including houses, duplexes, apartments, suites, condominium units, trailers and trailer pads, and mobile homes.

"**SSBC**" refers to Shared Services BC within the Ministry of Citizens' Services.

"**Tenant**" refers to and means an employee that has entered into a Residential Tenancy Agreement with a Ministry.

"**Utility expenses**" means heat, light, power, and water expenses.

II. MINISTRY CONTROL OF RESIDENTIAL UNITS

A) POLICY

1. Ministries have two options for controlling residential accommodation for employees:
 - (a) Lease the accommodation units from SSBC.
 - (b) Acquire the accommodation units directly from other sources.
2. Ministries must advise SSBC of their intention to acquire accommodation units directly from other sources.
3. Where the unit is to be acquired or constructed, the construction must be in accordance with residential standards established by SSBC.

III. RENTAL RATES

A) POLICY

1. The monthly rent charged, and any taxable benefit offered, by a ministry to an employee for a residential unit, should be based on the Ceiling Amounts provided by the CRA in Ceiling Amounts for Housing Benefits Paid in Prescribed Zones (Form 4054). If the rental rate paid by the employee tenant is less than the rate stated in the Ceiling Amount, the full difference must be treated as a taxable benefit.
2. Ministries are responsible for providing employee tenants with current information regarding the Ceiling Amount.
3. Rental rates do not include utility charges. Utility expenses are addressed in Utility Expenses.

IV. UTILITY EXPENSES

A) PAYMENT OF UTILITY EXPENSES POLICY

1. The payment of utility expenses is the responsibility of the tenant employee unless otherwise agreed upon between the Landlord and the Tenant and specifically stated otherwise in the Residential Tenancy Agreement.

B) REIMBURSING UTILITY EXPENSES GENERAL

1. Employee tenants may be reimbursed for utility expenses if the employee tenants' annual average utility expenses exceed the stated CRA Ceiling Amount for monthly utility expenses.

C) POLICY

1. The Ministry is responsible for the reimbursement of payments above the Ceiling Amount for monthly utility expenses. Employees must forward documentation supporting the payment of utilities to the appropriate ministry accounts payable office for processing. Refer to the Core Policies and Procedures Manual, Chapter D, for general information on payment processing.
2. The portion of the utility expenses that may be reimbursed by the ministry must be treated as a taxable benefit.

V. RENTAL INCENTIVES

A) SCOPE

1. This policy recognizes that ministries may need the flexibility to provide rental incentives to employee tenants. Rental incentives are reductions in rent from the Ceiling Amounts provided in Ceiling Amounts for Housing Benefits Paid in Prescribed Zones (Form 4054). They may be offered to

attract staff to certain remote communities.

B) POLICY

1. Rental incentives can be applied to rental charges only; utility expenses remain the responsibility of the employee tenant.
2. If the ministries agree to establish a rental rate that is below the rate on the Ceiling Amount, the full difference must be treated as a taxable benefit.

VI. IMPLEMENTING NEW RENTAL RATES

A) RENTAL INCREASES POLICY

1. Employee tenants whose rental rates are below the Ceiling Amount are subject to rental increases in accordance with the Residential Tenancy Act and the Regulations pursuant to the Act. A ministry with a continuous tenant in place may only raise the monthly rent once in a 12 month period and may not exceed the allowable percentage as determined by the Residential Tenancy Branch from time to time. The Residential Tenancy Act takes precedence over Canada Revenue Agency (CRA) prescribed rental rates. However, the Residential Tenancy Regulations in Sec. 23 (1)(a) provides for a greater rental increase if the rent for the rental premise is significantly lower than the rent payable for other rental premises that are similar to, and in the same geographic area. A ministry may then make application under Section 43(3) of the Residential Tenancy Act for dispute resolution.
2. If the Rental Incentives section is invoked by the ministries and the rental rate paid by the employee tenant is lower than the rate stated on the Ceiling Amount, the full difference must be treated as a taxable benefit.
3. Utility Subsidies Policy
 - (a) Employee tenants whose utilities are being subsidized will have any changes to those subsidies made in accordance with the Residential Tenancy Act and the Regulations pursuant to the Act.
 - (b) Ministries must not negotiate new tenancy agreements that include a utility benefit.
 - (c) Ministries may reimburse employee tenants for utility charges as described in section IV B) Reimbursing Utility Expenses.
 - (d) All utility subsidies must be treated as a taxable benefit.

VII. LANDLORD'S AND TENANT'S RESPONSIBILITIES

A) GENERAL

1. For purposes of the Residential Accommodation Policy, the ministry is identified as the landlord and the employee is identified as the tenant. Both the landlord and the tenant are subject to the Residential Tenancy Act and Regulations pursuant to the Act. This legislation and additional conditions are described in the Residential Tenancy Agreement.

B) POLICY

1. The required Residential Tenancy Agreement is contained as **Appendix "B"** attached hereto and forming part of this policy. Any changes to this Residential Tenancy Agreement must be in writing and comply with the Residential Tenancy Act and will be based on input from user ministries and legal counsel and must receive the prior written approval of the Financial Management Branch, Office of the Comptroller General.

VIII. DISPOSAL OF NON-ESSENTIAL UNITS

A) OWNED OR LEASED BY SSBC

Policy

1. Each ministry must relinquish all surplus residential accommodation to SSBC for reallocation, lease termination or disposal. Ministries must provide SSBC with appropriate notice where accommodation is no longer required and is subject to the terms and conditions of the Accommodation Agreement.
2. Residential accommodation that does not meet the criteria established by this policy may be deemed non-essential by Treasury Board. Treasury Board may then direct the ministry to relinquish this accommodation to SSBC for disposal. In these circumstances, the ministry will cease providing the accommodation at the earlier of:
 - (a) The next change in tenancy; or
 - (b) One year following the decision of Treasury Board.
3. Where residential accommodation is vacant at the time Treasury Board declares it nonessential, the ministry must give notice of relinquishment to SSBC without delay. If the ministry does not comply, SSBC will apply to the Secretary to Treasury Board for an order of relinquishment.

B) OWNED OR LEASED BY THE MINISTRY

Policy

1. Residential accommodation that does not meet the criteria established by this policy may be deemed non-essential by the ministry. The ministry may then proceed to dispose of the non-essential property.
2. Each ministry must relinquish all non-essential residential accommodation for disposal to SSBC, or to the Integrated Land Management Bureau (ILMB), as follows:
 - a. Tangible Personal Property - SSBC is responsible for residential accommodation (including expropriations for highway expansion and mobile homes or other improvements situated upon that Crown land). Contact SSBC for more information.
 - b. Land -ILMB is responsible for the reallocation, lease termination or disposal of nonessential Crown land, via Ministerial Order, in accordance with Treasury Board Directive 7/90. Ministerial Orders must be forwarded to the attention of ILMB.
 - c. Tangible Personal Property and Land - SSBC may redistribute non-essential residential accommodation elsewhere in government, and must cooperate with ILMB to determine the benefits and appropriateness of joint sales of accommodation and Crown land to maximize the net return to government.

IX. ADMINISTRATIVE REQUIREMENTS

A) POLICY

1. Ministries providing residential accommodation to employees are required to maintain a **Summary Occupancy Report** for each property under lease from SSBC and as attached as **Appendix "C"** and including:

- (a) The type and location of each accommodation;
 - (b) The rationale for each accommodation being provided to employees;
 - (c) Name of all occupants;
 - (d) Commencement date of Agreement;
 - (e) SSBC building occupancy charges (BOCs);
 - (f) The rent paid by the employee tenant;
 - (g) The market rent;
 - (h) Possession date;
 - (i) Security deposit, amount & date paid;
 - (j) Pet Deposit, amount & date paid;
 - (k) Term of Agreement;
 - (l) Copy of the executed Residential Tenancy Agreement;
 - (m) Copy of the Move-in Inspection Report for the Premises;
 - (n) And other information as may be required from time to time.
2. The requirement in **1 (b)** for a rationale applies to all residential accommodation owned or leased by SSBC or by individual ministries.

X. APPENDIX "A" - Allocation of Responsibilities

AS ATTACHED HERETO AND FORMING PART HEREOF

XI. APPENDIX "B" - Residential Tenancy Agreement

AS ATTACHED HERETO AND FORMING PART HEREOF

XII.APPENDIX "C" – Summary Occupancy Report Form

AS ATTACHED HERETO AND FORMING PART HEREOF



APPENDIX "A"

ALLOCATION OF RESPONSIBILITIES

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I. ALLOCATION OF RESPONSIBILITIES

A. INTRODUCTION

The purpose of this document is to address certain responsibilities that may not be sufficiently clear in the Accommodation Agreement and/or the Residential Tenancy Agreement. In this document SSBC refers to Shared Services BC.

The reader is cautioned to be aware that relationships between a landlord and tenant are governed by the Residential Tenancy Act and the Regulations pursuant to the Act and as amended from time to time. Participating ministries are directed to obtain copies of and become familiar with the various statutory requirements affecting their employees and/or seek legal advice as deemed necessary.

B. SCOPE

- 1) The Business relationship between client ministries and SSBC is defined in the Accommodation Agreement.
 - 2) Clients (individual ministries) have a landlord and tenant relationship with employees receiving residential accommodations under the Policy.
 - 3) SSBC **does not** have a landlord and tenant relationship with these employees.
 - 4) Unique requirements resulting from this Residential Accommodation Policy are addressed in this **Schedule "A"** attached to and forming part of the Residential Accommodation Policy. Where conflicting information is presented the Residential Tenancy Agreement will take precedent.
 - 5) This Residential Accommodation Policy is in accordance with the Residential Tenancy Act, SBC 2002, Chapter 78 and Residential Tenancy Regulations, BC Reg. 249/2008, September 9, 2008. Participating ministries are directed to obtain copies and become familiar with the statutory requirements.
 - 6) A ministry with a continuous tenant in place may only raise the monthly rent once in a 12 month period and may not exceed the allowable percentage as determined by the Residential Tenancy Branch from time to time. The Residential Tenancy Act takes precedent over Canada Revenue Agency (CRA) prescribed rental rates. However, the Residential Tenancy Regulations in Sec. 2 (1)a provides for a greater rental increase if the rent for the rental premise is significantly lower than the rent payable for other rental premises that are similar to, and in the same geographic area. A ministry may then make application under Section 43(3) of the Residential Tenancy Act for Dispute resolution.
 - 7) Save and except for structural components as defined herein, a client ministry of SSBC will be responsible for all operating expenses of a residential dwelling.
 - 8) Any and all damages rendered to a residential premise by a ministry's tenant and/or guest is the sole responsibility of that ministry. Financial recovery for damages from an employee/tenant rests with the ministry.
 - 9) SSBC contracted **Facility Manager** refers to the outsourced Service Provider retained by SSBC to maintain Government owned buildings.
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- 10) All administrative matters pertaining to a residential premise shall be directed to **Client Services, Shared Services BC**.
- 11) All operational maintenance matters pertaining to a residential premise are to be directed to the Facility Manager.
- 12) Tenant requests for service in accordance with contents herein shall be directed to their own Ministry or, subject to their Ministry's prior approval, the Facility Manager at the then currently posted contact numbers.

II. MINISTRY

C. FINANCE

- 1) Ministries are to advise employee/tenant of the need to obtain adequate insurance coverage for personal effects, liability, etc.
- 2) Notwithstanding actual collections from a tenant, any damages to the residential premises are the responsibility of the ministry.
- 3) With reference to vacant premises the ministry is responsible for electricity, heating, fuels, telephone, and cable vision as applicable and is to make application for service at such time a tenant vacates to ensure continuation of service and will also be responsible for any reconnection fee levied by a utility provider. This also applies to vacant houses that the ministry has not declared surplus and returned back to SSBC.
- 4) The premises are to be kept in a clean and orderly condition. Wilful damage or excessive wear and tear to the rental premise is to be charged back to the employee/tenant by the ministry.
- 5) The ministry is responsible for the payment of municipal or district property taxes and separately billed charges for sewer, water, garbage removal and mobile home pad rents.

D. ADMINISTRATION

- 1) At the time of a move into the residential premise, the ministry and the tenant, and if requested, the Facility Manager or his designate shall visually inspect the premises, complete the check list, prescribed Condition Inspection Report and obtain agreement signature of the tenant as to the condition of the rental premise and issue keys.
- 2) At the time of a move-out from the residential premise, the ministry, the tenant and the Facility Manager or his/her designate shall carry out a move-out inspection, noting general conditions of the rental premise, all damages and inventory equipment items on the prescribed Condition Inspection Report and obtain agreement signature of the tenant as to the condition of the rental premise and obtain keys issued to the tenant.
- 3) Pets and animals are to be local by-law control.
- 4) In the event of structure or fire damage, the SSBC contracted Facility Manager is to be notified within twenty four (24) hours and have the right to inspect the premises, investigate the circumstances and to report the incident as necessary.
- 5) Establishment of rental rates and the collection of payments are the responsibility of the

applicable ministry, except where the rental premises are administered directly by the SSBC.

- 6) Tenants are not permitted to sub-lease, conduct commercial business enterprises or advertise by way of signage on property or buildings.
- 7) Disputes regarding property lines are the responsibility of SSBC and are to be referred to the SSBC Facility Manager.
- 8) Prior to vacating of residence, the tenant is required to give thirty (30) days notice to the Ministry, ensure premises and appliances and equipment are in a clean condition, all areas clear of debris and prepared to have the premises inspected by a ministry and an SSBC Agent/Representative. The tenant shall make the necessary arrangements for discontinuation of charges for utilities with the applicable suppliers, secure the building and return all keys.

E. MAINTENANCE

- 1) The tenant is responsible for cleaning upon vacating the residence. If the residence is not sufficiently cleaned by the tenant, the ministry takes responsibility for the added costs.
- 2) The supply and maintenance of window coverings in all rooms save and except living room, dining room and patio door (if applicable), are the responsibility of the ministry.
- 3) Only SSBC owned appliances and equipment, i.e. air conditioners will be serviced, maintained and repaired by SSBC. Ministry owned appliances and equipment such as electric stoves, refrigerators, washers, dryers and dishwashers will be serviced, maintained and repaired by the ministry or tenant.
- 4) The ministry will supply, install, check and replace battery operated heat/smoke detectors as required.
- 5) Minor plumbing repairs such as tap washer replacement, minor clearing of sink, toilet and tub drains are the tenant's responsibility.
- 6) Tenants are to replace furnace and humidifier filters supplied by SSBC.
- 7) Ministry will ensure that the Residential Tenancy Agreement requires tenant to; clean window air conditioning filters, stove exhaust units and re-lamp as required. Ministry is responsible for ensuring tenant maintains grounds which include re-seeding damaged areas, watering, fertilizing and cutting grassed areas, yard clearing, garden plot maintenance and weed control.
- 8) The ministry is to ensure the physical integrity of the septic field and identify same as a restricted zone for digging or parking of vehicles.
- 9) The ministry is responsible for ensuring tenants remove snow from driveways, sidewalks, porch steps and patios.
- 10) Improvements to landscaped areas such as tree and shrub planting by tenants must be approved by the ministry and also the Facility Manager, and all related costs thereof, and in the future, to be borne by the ministry.
- 11) If skating rinks, playground areas or dog runs are installed by the tenant on the property, all disturbed areas must be restored at the tenant's expense prior to vacating of premises.
- 12) Modifications to electrical, plumbing, or building structures such as dimmer switches,

receptacles, fans, lights, water outlets, irrigation or drainage systems, additions or greenhouses, grease pits or workshops are not permitted without prior written consent of the Facility Manager.

- 13) The ministry is to ensure the tenant adheres to Section XVI-Tenants Responsibilities of the Residential Tenancy Agreement with reference to all terms but specifically the cleaning and minor maintenance requirements at the residential premise.
- 14) The ministry is to ensure residential premises with pets must have carpets steam cleaned upon vacating the premises and carpets to receive flea prevention treatment.
- 15) If a fireplace exists, the supply and expense of screens and fireplace accessories and chimney cleaning are the tenant's responsibility. Free standing fireplaces, inserts, and wood burning stoves must not be installed except with the approval, and under the supervision of SSBC, and in accordance with the relevant regulations in British Columbia (BC Building Code and Fire Services Act). Ministry is responsible for ensuring tenant is responsible for cleaning the chimney from the wood burning appliance. The frequency will depend on the amount of usage and the type/quality of wood burned.
- 16) Any additional hardware such as burglar locks or security related items must have the prior approval of the SSBC contracted Facility Manager and related installation costs to be the tenant's responsibility.
- 17) The supply, handling and cleaning of draperies, kitchen and shower curtains, shampooing and cleaning are the tenant's responsibility.
- 18) The supply of grounds maintenance tools and equipment such as sprinklers, hoses, garden tools and equipment is the tenant's responsibility.
- 19) Interior redecorating or fabric changes to any part of the residence or the installation of additional appliances or equipment such as dishwashers, humidifiers, air conditioners must be approved by the SSBC contracted Facility Manager.
- 20) Repairs to motorized equipment or the storage of combustible material is not permitted in residence.
- 21) On vacating residences, tenants will arrange and pay for topping up heating fuel tanks.
- 22) The ministry will leave all heating fuel tanks full at the termination of tenancy.

III. SHARED SERVICES BC

F. FINANCE

- 1) Where damages have been incurred at a rental premise in excess of normal wear and tear SSBC or their appointed Agent/Facility Manager will determine cost for repairs and invoice the ministry with supportive quotes for the required restorative work.

G. ADMINISTRATION

- 1) At the time of turning over a new rental premise to a ministry, the Facility Manager representing SSBC will meet the ministry representative at the rental premise and will

visually inspect the premises, complete Property Inspection Report and obtain agreement signature of the ministry and issue keys.

- 2) The ministry and/or SSBC contracted Facility Manager may, during occupancy with a minimum 24 hours but not more than 30 day prior notification, access and inspect the premises or at other times by mutual agreement.
- 3) Disputes regarding property lines are the responsibility of the SSBC and are to be referred to SSBC.

H. MAINTENANCE

- 1) Includes structural repairs to ensure B.C. Building Code-2006 compliance at time of construction and maintenance to exterior of building fabric such as roofs, canopies, carports, entrances, stairs, siding, window sash, doors down spouts and eaves troughs, flashings, chimney, and repairs to approved mobile homes, cabanas, including foundations and skirting.
- 2) Includes structural repairs to ensure code compliance to code at time of construction to interior of housing premises to include; ceiling, walls, floors and coverings, doors, cupboards, built-in counter tops, curtain hardware, bathtub enclosure, stairs, treads and concrete basement floors.
- 3) SSBC Facility Manager to meet the regulatory requirements for testing of water wells where applicable.
- 4) SSBC Facility Manager to service septic tank where applicable every two years or as required.
- 5) Interior/exterior repainting of a residential premise to be programmed on a cyclical basis or as necessary as indicated by the SSBC contracted Facility Manager and completed prior to occupancy or after a vacancy occurring.
- 6) Responsible for existing heating/ventilation and air conditioning unit which includes servicing, repairs, and replacement as indicated by the SSBC contracted Facility Manager.
- 7) Electrical repairs to building by SSBC to consist of maintaining service panels and wire, switching, receptacles, existing light fixtures and replacement thereof as necessary. Electrical rewiring of all circuits to electric hot water tanks, air conditioning, baseboard and other heating units.
- 8) SSBC responsibilities for plumbing consists of repair, maintenance and/or replacement of faucets, faucet cartridges, sinks, tubs, shower enclosures, toilets, hot water and septic tanks; sewer and water lines, venting stacks and drains.
- 9) Tree pruning for SSBC designated/owned trees over 10 feet tall and pruning to maintain hydro and telephone line clearance is the responsibility of SSBC.
- 10) Requirement for maintenance of existing fencing and retaining walls and the installation of same in special areas will be determined solely by SSBC. Special areas refer to unsafe property conditions where the tenants may be subject to injury or loss of life.
- 11) No security is provided for residences other than extra checks on vacant residences to ensure no break-ins or breakdowns of systems. Frequent checks on vacant residences are

conducted in the winter months to ensure the system failures do not contribute to freeze damage.

- 12) There is a minimal amount of grounds maintenance performed at vacant ministry residences;
 - i. During the summer months it would basically consist of mowing the lawn 2 –3 times or as required.
 - ii. In the winter, snow removal is performed to allow access to the residence only for emergency purposes and filling of fuel tanks. In areas where there is a heavy snow load, snow removal on the residence roof would be included in the annual budget process.
- 13) Rodent control to be provided on an as required basis.
- 14) Appliances not required or not in use by the tenant will be removed, warehoused and/or disposed of as directed by the Ministry.
- 15) SSBC will supply all heating fuel tanks and fuel tanks will be full at the commencement of occupancy.
- 16) SSBC will supply, install, check and service fire protection equipment such as fire extinguishers and hard wired heat/smoke detectors in compliance with code requirements. Equipment must remain with the structure.
- 17) SSBC will clean and inspect chimneys for fireplaces and wood burning stoves annually.
- 18) Original onetime costs for installation of telephone and TV cable connections will be paid for by SSBC. Reconnection fees on move in/out will be tenant responsibility.
- 19) SSBC is responsible for installation/replacement of the drapes in the living and dining room only including patio doors. SSBC will install curtain rod for the other rooms as required. The curtain rod(s) are to remain upon vacancy.

Appendix "B"

RESIDENTIAL TENANCY AGREEMENT

THIS TENANCY AGREEMENT executed in triplicate and dated for reference the ___ day of _____, 20 ____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of _____
(hereinafter called the "Landlord")

Parliament Buildings, Victoria British Columbia, V8V 1X4

AND

(hereinafter called the "Tenant")

For Rental Premises located at

(hereinafter called the "Premises")

WHEREAS:

I. The Tenant is employed by the Landlord as a _____
_____ in _____

II. The Landlord has agreed to provide the Tenant with a residence to achieve program delivery, subject to the terms of this tenancy agreement.

III. The Premises where applicable also includes the out-buildings and lands within the legally described boundaries of the parcel comprising the Premises unless otherwise specifically excluded in this tenancy agreement.

WITNESSES that in consideration of the rents reserved and the covenants and agreements set forth below, the parties agree as follows:

1. The Landlord designates the following:

(a) _____ (Ministry contact) at Tel: _____;

RESIDENTIAL TENANCY AGREEMENT

and

(b) _____ (Ministry contact) at Tel: _____

As agent who shall act in the name of the Landlord under the terms of this tenancy agreement.

- 2. The Tenant will contact the agent to deal with any issues arising under this tenancy agreement.

IV. 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.
2. 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.
3. Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the Landlord and the Tenant. If a change is not agreed to in writing, is not initialled by both the Landlord and the Tenant or is unconscionable, it is not enforceable.
4. 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.

V. LENGTH OF TENANCY

- 1. This tenancy starts on the _____ day of _____, 20 ____
2. This tenancy is: (please check a) or b) and provide additional information as requested)
a) [] Month-to-month; or
b) [] For a fixed period ending on the _____ day of _____, 20 ____ and at the end of this fixed period: (please check one option, (i) or (ii))
(i) [] This tenancy may continue month-to-month or, if agreed upon in writing, for an additional fixed length of time
(ii) [] This tenancy ends and the Tenant must move out of the Premises. If you choose this option, both the Landlord and Tenant must initial in the boxes below.

Table with 2 columns: Tenant, Landlord

VI. RENT

Please fill in the information in the spaces provided

Payment of Rent:

1. The Tenant will pay rent of \$ _____ for each month to the Landlord at [address for payment] _____ on the first day of the rental period which falls on the first day of each month subject to rent increases given in accordance with the Residential Tenancy Act.
2. The Tenant acknowledges that if rent is not paid at the time and in the manner required by this tenancy agreement, the Landlord may, in accordance with the Residential Tenancy Act, 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.
3. What is included in the rent: (Check only those that are included and provide additional information, if needed.)

<input type="checkbox"/> Water	<input type="checkbox"/> Stove and Oven	<input type="checkbox"/> Refrigerator	<input type="checkbox"/> Heat	<input type="checkbox"/> Electricity
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Cablevision	<input type="checkbox"/> Garbage Collection	<input type="checkbox"/> Storage	<input type="checkbox"/> Drapes
<input type="checkbox"/> Washer	<input type="checkbox"/> Dryer	<input type="checkbox"/> Furniture	<input type="checkbox"/> Carpets	<input type="checkbox"/> Blinds
<input type="checkbox"/> Wood Stove	<input type="checkbox"/> Parking	<input type="checkbox"/> Generator	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____	<input type="checkbox"/> _____

4. Existing appliances within the Premises not required or not in use by the Tenant will be removed, warehoused and/or disposed of as agreed with the Landlord.

VII. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

1. Security Deposit
 - a) The Tenant must pay to the Landlord a security deposit of \$ _____ by the _____ day of _____, 20 ____.
2. Pet Damage
 - a) Deposit is applicable and the Tenant may keep pets on the Premises only in one of the following combinations: (a) Two (2) dogs, **OR** (b) Two (2) Cats, **OR** (c) One (1) cat and One (1) dog.
 - b) Deposit is not applicable
 - c) The Tenant must pay a pet damage deposit of \$ _____ by the _____ day of _____, 20 ____.
3. The Landlord agrees

RESIDENTIAL TENANCY AGREEMENT

- 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 Residential Tenancy Act, 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 makes an application for dispute resolution 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.
- d) The 15 day period starts on the later of
 - (i) The date the tenancy ends, and
 - (ii) The date the Landlord receives the Tenant's forwarding address in writing.
- e) If a Landlord does not comply with subsection (a), the Landlord
 - (i) May not make a claim against the security deposit or pet damage deposit, and
 - (ii) Must pay the Tenant double the amount of the security deposit, pet damage deposit, or both.
- f) The Tenant may agree to use the security deposit and interest as rent only if the Landlord gives written consent.

VIII. PETS

1. 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 [RSBC 1996] CHAPTER 177.

IX. CONDITION INSPECTIONS

1. In accordance with Sections 23 and 35 of the Residential Tenancy 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 (move-in inspection),
 - b) When the Tenant starts keeping a pet during the tenancy (interim-inspection), if a condition inspection was not completed at the start of the tenancy, and
 - c) At the end of the tenancy (move-out inspection).
2. The Landlord and Tenant may agree on a different day for the condition inspection.
 3. The right of the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the landlord's obligations under sections 23 and 35 of the Residential Tenancy Act.
 4. A right of the Tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the Tenant fails to perform the Tenant's obligations under section 23 and 35 of the Residential Tenancy Act.

X. PAYMENT OF RENT

1. The Tenant must pay the rent on time, unless the Tenant is permitted under the Residential Tenancy 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 Residential Tenancy 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.

XI. RENT INCREASE

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 Service BC-Government Agent Office.
2. A Landlord must give a Tenant 3 full calendar months notice, in writing, of a rent increase.
3. The Landlord may increase the rent only in the amount set out by the Residential Tenancy Act {SBC 2002} Chapter 78 and the Residential Tenancy Regulation, BC Reg. 249/2008, September

9, 2008 and any subsequent amendments thereof. 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.

4. Either the Landlord or the Tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

XII. ASSIGN OR SUBLET

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 make an application for dispute resolution under the Residential Tenancy Act.

XIII. REPAIRS

1. Landlord's obligations:
 - a) The Landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for their intended purpose and 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 a dispute resolution officer's order under the Residential Tenancy Act for the completion and costs of the repair.

XIV. INSPECTIONS

1. At the time of moving into the Premises, the Landlord, accompanied by the Tenant, will conduct a move-in inspection and visually inspect the Premises, complete the condition inspection report and issue keys to the Premises.
2. On the Tenant vacating the Premises, the Landlord will conduct a move-out inspection, complete the condition inspection report noting general conditions of the residence, damages, and inventory equipment items and obtain keys previously issued to the Tenant. The Tenant accepts liability for damages exceeding normal wear and tear in accordance with the Residential Tenancy Act.

XV. LANDLORD REPAIR AND MAINTENANCE

1. The Landlord will undertake reasonable repair and maintenance as follows:
 - (a) structural repairs to exterior of building fabric such as roofs, canopies, carports, entrances, stairs, siding, window sash and screens, doors, down spouts and eaves

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troughs, flashings, chimneys, and repairs to existing and approved mobile home cabanas including foundations and skirting;

- (b) structural repairs to interior housing units to include ceiling, walls, floors and coverings, doors and cupboards, built-in counter tops, curtain hardware, bathtub enclosure, stairs, treads and concrete basement floors;
 - (c) interior/exterior repainting of the Premises;
 - (d) Electrical repairs to buildings are to consist of maintaining:
 - (i) Service panels and wire, switching, receptacles, existing light fixtures and replacement thereof as deemed necessary solely by the Landlord,
 - (ii) Electrical wiring of all circuits to electric hot-water tanks, air conditioner, baseboard and other heating units;
 - (e) Servicing, repairs and replacement of heating/ventilation and air conditioning units;
 - (f) plumbing repair, maintenance, and/or replacement of faucets, faucet cartridges, sinks, tubs, shower enclosures, toilets, hot-water and septic tanks, sewer and water lines, venting stacks and drains;
 - (g) Supply, install, check and service fire protection equipment such as extinguishers and hard wired smoke detectors. Equipment must remain with the structure;
 - (h) Repair and service oil tank and exhaust systems if the Premises are heated by oil-fired heating unit. In such cases, the Landlord will supply heating fuel tanks that are full at the commencement of occupation of the Premises by the Tenant;
 - (i) Maintenance of existing fencing and retaining walls;
2. The Landlord will, in relation to the Premises, pay any municipal or district property taxes and separately billed charges for, garbage removal and mobile home pad rents and for sewer and water where billed separately by a local jurisdiction;
 3. The Landlord will remove excessive snow loads from roof of the Premises. The Tenant must notify and keep the Landlord informed of accumulated snow loads on the roof.

XVI. TENANT'S RESPONSIBILITIES

1. 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.
2. 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.

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3. 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 make an application for dispute resolution under the Residential Tenancy Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.
4. The Tenant's rights and obligations in respect of maintenance and modifications of the interior of the Premises are as follows:
 - a) The Tenant may paint the interior of the Premises a different color from the existing color, at their own cost with prior written approval from the Landlord;
 - b) The Tenant must keep clean interior and exterior windows, interior walls, ceilings and floors;
 - c) The Tenant must have carpets professionally cleaned at least _____ [how often?] during the term of the tenancy agreement and at the time the Tenant vacates the Premises;
 - d) The Tenant may install additional hardware such as burglar locks or security-related items only with the Landlord's prior approval, and all related installation costs must be paid by the Tenant;
 - e) The Tenant is solely responsible for the supply, handling and cleaning of draperies, kitchen and shower curtains, carpet shampooing and cleaning;
 - f) The Tenant will not undertake interior redecorating or fabric changes to any part of the Premises or the installation of additional appliances or equipment such as dishwashers, humidifiers, or air conditioners without first having sought and obtained prior written approval by the Landlord;
 - g) The Tenant is solely responsible for and will pay all costs of replacing light bulbs;
 - h) If a fireplace exists, the Tenant is solely responsible for and will pay all costs of the supply and expense of screens and fireplace accessories and chimney cleaning.
5. The Tenant is responsible for and will pay all costs of the following:
 - a) Removing snow from driveways, sidewalks and porch steps;
 - b) Supply of grounds maintenance tools and equipment such as sprinklers, hoses, garden tools and equipment;
 - c) Maintenance of grounds which includes, watering, cutting grassed areas, yard clearing, garden plot maintenance, weed control.
6. If skating rinks, playground areas or dog runs are installed by the Tenant on the property all disturbed areas must be restored at the Tenant's expense prior to vacating of Premises.
7. Improvements to ground cover areas such as tree and shrub plants must be approved by the Landlord and all related costs thereof, including removal at time of vacating the Premises, must be borne by the Tenant.

8. Modifications to electrical, plumbing, or building structures, such as dimmer switches, receptacles, fans, lights, water outlets, irrigation or drainage systems, add-ons or greenhouses, grease pits or workshops are not permitted without prior written consent of the Landlord.
9. Pets and animals are to be kept under control by the Tenant in a manner that protects the general public and as required by local regulatory agencies.
10. Free-standing fireplaces, inserts and wood-burning stoves may not be installed by the Tenant except with the approval and under the supervision of the Landlord, and in accordance with the relevant regulations in British Columbia (*BC Building Code* and *Fire Services Act*).
11. Repairs to motorized equipment or the storage of combustible material are not permitted to be made by the Tenant within the Premises, but shall be restricted to carports, garages and driveways but excluding landscaped yards.
12. Tenant is responsible for obtaining and paying for adequate insurance coverage for personal effects, equipment, including but not limited to, appliances and liability. The Tenant acknowledges that the Landlord does not provide personal insurance coverage.
13. In the event of structure or fire damage, the Tenant must notify the Landlord within twenty-four (24) hours and the Landlord may inspect the Premises, investigate the circumstances and report the incident as necessary.
14. Tenants or occupants of the Premises may not conduct commercial business enterprises or advertise such activities by way of signage on property or buildings.
15. Disputes regarding property lines are the responsibility of the Landlord, and must be referred by the Tenant to the Landlord.
16. On vacating residences, the Tenant will arrange and pay for topping-up heating fuel tank.

XVII. EMERGENCY REPAIRS:

1. 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.
2. 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.
3. 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 anytime.
4. 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:

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- a) Major leaks in pipes or the roof,
- b) Damaged or blocked water or sewer pipes or plumbing fixtures,
- c) The primary heating system,
- d) Damaged or defective locks that give access to a rental unit, or
- e) The electrical systems.

XVIII. OCCUPANTS AND GUESTS

1. Occupancy within a Residential Unit is restricted to immediate family and limited to parents and children. 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 dispute resolution under the Residential Tenancy Act.
2. Occupants other than immediate family and limited to parents and children are deemed to be guests. The Landlord must not stop the Tenant from having guests under reasonable circumstances in the rental unit and guests are limited to a maximum stay of two weeks unless otherwise approved in writing by the landlord.
3. 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.

XIX. 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 in writing to, or a dispute resolution officer has ordered, the change.

XX. 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:

RESIDENTIAL TENANCY AGREEMENT

- 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 a dispute resolution officer 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 make an application for a dispute resolution under the Residential Tenancy Act, seeking an order of the director 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.

XXI. ENDING THE TENANCY

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
 - (i) Include the address of the rental unit,
 - (ii) Include the date the tenancy is to end,
 - (iii) Be signed and dated by the Tenant, and
 - (iv) 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.

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3. If this is a fixed term tenancy and the tenancy agreement does not require the Tenant to vacate at the end of the tenancy, the tenancy 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 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.
7. Section 48 of the Residential Tenancy Act provides that a landlord may end a tenancy of a person employed as a caretaker, manager or superintendent of a residential property in certain circumstances where the tenant's employment as a caretaker, manager or superintendent has ended. Section 48 reads as follows:

Landlord's notice: end of employment with the landlord

48 (1) A landlord may end the tenancy of a person employed as a caretaker, manager or superintendent of the residential property of which the rental unit is a part by giving notice to end the tenancy if

(a) The rental unit was rented or provided to the tenant for the term of his or her employment,

(b) The tenant's employment as a caretaker, manager or superintendent is ended, and

(c) The landlord intends in good faith to rent or provide the rental unit to a new caretaker, manager or superintendent.

(2) An employer may end the tenancy of an employee in respect of a rental unit rented or provided by the employer to the employee to occupy during the term of employment by giving notice to end the tenancy if the employment is ended.

(3) A notice under this section must end the tenancy effective on a date that is

(a) Not earlier than one month after the date the tenant receives the notice,

(b) Not earlier than the last day the tenant is employed by the landlord, and

(c) the day before the day in the month, or in the other period on which the tenancy is based, that rent, if any, is payable under the tenancy agreement.

(4) A notice under this section must comply with section 52 [form and content of notice to end tenancy].

(5) A tenant may dispute a notice under this section by making an application for dispute resolution within 10 days after the date the tenant receives the notice.

(6) If a tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (5), the tenant

(a) Is conclusively presumed to have accepted that the tenancy ends on the effective date of the notice, and

(b) Must vacate the rental unit by that date.

XXII. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

1. The Landlord must give the Tenant a copy of this tenancy agreement promptly and in any event within 21 days of entering into the tenancy agreement.

XXIII. DISPUTE RESOLUTION

1. 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.

XXIV. TENANT COVENANTS:

1. The Tenant covenants with the Landlord as follows:
 - (a) to use the Lands for residential purposes only and not to conduct any commercial business enterprise or advertise by way of signage on property or building;
 - (b) to observe, abide by and comply with all laws, by-laws, orders, directions, ordinances and regulations of any competent governmental authority in any way affecting the Land and improvements situated therein, or their use and occupation, including the Residential Tenancy Act;
 - (c) not to commit or suffer any wilful or voluntary waste, spoil or destruction on the Land, or do or suffer to be done thereon anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land; and
 - (d) To indemnify and save the Landlord harmless against all loss, damage, costs and liabilities, including fees of solicitors and other professional advisors arising out of:

RESIDENTIAL TENANCY AGREEMENT

- (i) Any breach, violation or non-performance of any covenant, condition or agreement in this lease by the Tenant,
- (ii) Any personal injury, death or property damage occurring on the Land or happening by virtue of the Tenant's occupation of the Land,

and the Landlord may add the amount of such loss, damage, costs and liabilities to the rent herein reserved, and the amount so added shall be payable to the Landlord immediately.

XXV. EMPLOYMENT PREMISES

1. The Tenant agrees that the Premises and the Land are provided to the Tenant to facilitate program delivery of the Landlord and is subject to Section 48 of the Residential Tenancy Act.

Landlord	Tenant
----------	--------

RESIDENTIAL TENANCY AGREEMENT

XXVI. ADDITIONAL TERMS

- 1. If any section of this lease or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.
- 2. Attached to this tenancy agreement there, is an Addendum is not an Addendum

Tenant	Landlord
--------	----------

If there is one or more Addendum(s) attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Addendum "A"	Number of pages of the Addendum:	Number of additional terms in the Addendum:
Addendum "B"	Number of pages of the Addendum:	Number of additional terms in the Addendum:
Addendum "C"	Number of pages of the Addendum:	Number of additional terms in the Addendum:
Addendum "D"	Number of pages of the Addendum:	Number of additional terms in the Addendum:

By signing this tenancy agreement, the Landlord and the Tenant are bound by its terms.

LANDLORD):

Ministry of _____

Signature: Date: _____, 20__

(Authorized Signatory)

TENANT(S):

Signature: Date: _____, 20__

(Signature)

Signature: Date: _____, 20__

(Signature)

ADDENDUM "A"

The Tenant agrees to act as a Caretaker for the Premises during the term of this tenancy performing minor repairs and maintenance functions as described in this Addendum. The Landlord will pay the Tenant compensation for these services in the amount of \$_____ payable by way of rent abatement.

The Tenant acknowledges that it is performing the caretaker services described in this Addendum in its capacity as a service provider and not as a tenant under the Residential Tenancy Act.

This Addendum is attached to and forming part of a Residential Tenancy Agreement dated

_____, 200 ____ for Rental Unit located at, _____

British Columbia, _____, Canada

XXVII. Caretaking Duties

1. Minor plumbing repairs such as tap washer replacement, minor clearing of sink, toilet and tub drains are the Tenant's responsibility.
2. The Tenant is to replace furnace and humidifier filters as supplied by the Landlord.
3. Cleaning of window air conditioning filters and stove exhaust units are the Tenant's responsibility.
4. Maintenance of grounds which includes re-seeding damaged areas, fertilizing and cutting grassed areas, yard clearing, garden plot maintenance, weed control and tree pruning.
5. To be added as required by a Ministry
6. To be added as required by a Ministry
7. To be added as required by a Ministry
8. etc.

APPENDIX "C"

SUMMARY OCCUPANCY REPORT

Employee Name: _____

Employee #: _____ Paylist #: _____

Ministry: _____

Division: _____

Branch: _____

Civic Address: _____

City: _____

Description of Residential Accommodation: _____

Possession Date: _____

Commencement Date of Agreement: _____

Termination Date of Agreement: _____

Name of all Occupants:

SSBC Building Occupancy Charges (BOCs): _____

Rationale for each accommodation being provided to employees: _____

The Rent Paid By the Employee: _____

The Market Rent: _____

Security deposit; amount & date paid: _____

Pet Deposit; amount & date paid: _____

Date of the Move-in Inspection Report for the Premises: _____

Completed By: _____ Date: _____