

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.

- 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.