

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: _____;

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.

Tenant	Landlord
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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

- 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

- 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.

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:

- 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:

- 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.

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:

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

<i>Addendum "A"</i>	<i>Number of pages of the Addendum:</i>	<i>Number of additional terms in the Addendum:</i>
<i>Addendum "B"</i>	<i>Number of pages of the Addendum:</i>	<i>Number of additional terms in the Addendum:</i>
<i>Addendum "C"</i>	<i>Number of pages of the Addendum:</i>	<i>Number of additional terms in the Addendum:</i>
<i>Addendum "D"</i>	<i>Number of pages of the Addendum:</i>	<i>Number of additional terms in the Addendum:</i>

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.

Tenant	Landlord
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