

Agreement – Tenancy Agreement Frustrated

DATE:

Between

Landlord's or Landlord's Agent's Name(s)

Landlord's Address
("Landlord")

And

Tenant's name(s)

Tenant's address
("Tenant")

We, the Landlord and Tenant, entered into a tenancy agreement on (date of tenancy agreement) with respect to

[full address of rental unit or manufacture home site including unit/site number, street address, city] (the "Tenancy Agreement").

The rental unit at the above address was destroyed or rendered permanently uninhabitable, or the manufactured home site was rendered incapable of being occupied as a manufactured home site, on the following date:

[date rental unit or manufactured home was destroyed or rendered permanently uninhabitable]

The cause of the destruction or harm to the rental unit or manufactured home site was:

[describe the event(s) that caused the rental unit or manufactured home site to be destroyed or rendered permanently uninhabitable]

We agree that this has made the performance of our Tenancy Agreement impossible and that the Tenancy Agreement was therefore frustrated as of the date above. **We understand and agree that, in accordance with section 44(1)(e) of the Residential Tenancy Act and section 37(1)(e) of the Manufactured Home Park Tenancy Act, our Tenancy Agreement ended on the date on which it was frustrated.**

Under the Tenancy Agreement, the Tenant paid the following rent to the Landlord:

\$ rent [rental amount]
for the period of [rental period—usually one month]
on [date rental payment made].

We agree that the Landlord will keep the rent paid by the Tenant up until the date that the Tenancy Agreement was frustrated (calculated on a per diem basis), and that the Landlord will return the remainder of the rent to the Tenant, as follows:

- the Landlord will keep \$ [pro-rated amount to be kept by landlord for the period up until the date that the rental unit or manufactured home site was destroyed or rendered permanently uninhabitable] (the rent paid until the Tenancy Agreement was frustrated); and
- the Landlord will return \$ [balance of the rental amount to be returned to tenant] (the remainder) to the Tenant.

We agree that if the Tenant paid a security or pet damage deposit, the Landlord will, within 15 days after receiving a forwarding address from the Tenant, either:

- return any security or pet damage deposit to the Tenant; or
- make an Application for Dispute Resolution to claim against the deposit(s).

Signed on [date agreement signed] by:

[Signature]

[Landlord or landlord's agent's signature], Landlord

[Signature]

[Tenant signature], Tenant

[Signature]

[Additional landlord signature], Landlord

[Signature]

[Co-tenant signature], Tenant

Visit the Residential Tenancy Branch website at <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/ending-a-tenancy/ending-a-tenancy-in-special-circumstances#Frustrated> or call 604-660-1020 (Greater Vancouver), 250-387-1602 (Victoria), or 1-800-665-8779 (toll free) for more information.

Be sure both the Landlord and Tenant sign this completed agreement and that each party retains a copy. If there are any disputes regarding this agreement, you will need this agreement to support any claims.