

This is the 1st affidavit of Richard Provost in this case and was made on January12, 2023

No KEL-S-H-135244 Kelowna Registry

In the Supreme Court of British Columbia

BETWEEN

HARBOURFRONT HOLDINGS LTD.

Petitioner

AND

1245946 B.C. LTD.
RICHARD VERNON PROVOST
LINDSAY ANDREA KNITTER
HIS MAJESTY THE KING IN RIGHT OF CANADA
OCCUPANTS OF THE LANDS
CHAD MOENCH, BRAYDEN HESSLER, HAYLEY CARTWRIGHT
FRANCOIS ST. ONGE AND VILAY KHAMMANIVONG
SARAH GARNISS AND COLE COLE
NATHAN OBRIGEWITSCH, JEN OBRIGEWITSCH AND JULIE PILLON
LEANNE ROCKWELL AND ANTHONY WARMANN
JOHN ALEX MCGREGOR AND AMANDA MCGREGOR

Respondents

AFFIDAVIT

- I, Richard Provost, businessman, c/o 300 1465 Ellis Street, Kelowna, BC V1Y 2A3, SWEAR (OR AFFIRM) THAT:
 - 1. I am shareholder and officer of 1245946 B.C. Ltd. the owner of the Lands (as defined in the Notice of Application unless otherwise defined I will use the defined terms from the application) and as such have personal knowledge of the facts deposed to in this affidavit except those facts which I say are based upon information and belief and as to those facts I truly believe them to be true.
 - 2. Attached as Exhibits "A" through "F" are copies of the leases for the units.
 - 3. I confirm that the owner of the Lands has received no rents from any of the tenants since October 2022. I understand the tenants for 1 and 6 have paid directly to the Receiver. As of the date of this Affidavit, I have no reason to believe Units 2, 3, 4 and 5 have paid.

- 4. Given the failure to pay, I support the Receiver's application for a Writ of Possession.
- 5. The company held deposits in a Bank of Montreal account as those amounts are set out in the leases. However, in December 2022 the company was not able to pay the first mortgage because the rents for units 2-5 were not paid. Bank of Montreal obtained my permission to take the funds in the account to pay the December mortgage payment (and I understand the mortgage is now current). Bank of Montreal actually put the account into overdraft and shortly thereafter I deposited funds to bring the balance to \$0.00.
- 6. I now realize that as Units 1 and 6 have paid rent to the Receiver, their deposits (\$2,000 and \$1,750 respectively) will need to be paid to the Receiver and I will do that separately.

SWORN (OR AFFIRMED) BEFORE ME at Kelowna, British Columbia

on January 12, 2023

A commissioner for taking affidavits for British Columbia

Richard Provost

This is Exhibit "A" referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this 2 day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential **Tenancy Agreement**

Important Notes:

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a g

| | up of buildings, in which one or n ommon areas are located; the re | | | | | | |
|-------------------------|---|----------------------|-------|---------------------------------|----------------|----------------|------------------|
| IF ADDITIONAL SP | ACE IS REQUIRED TO LIST AI | LL PARTIES, complete | e and | attach Schedule of Pa | arties (form R | TB-26) RTB-26 | used & attached: |
| RESIDENTI | AL TENANCY AG | REEMENT b | etw | een: (use full, co | rrect legal na | mes) | |
| | (S): (if entry for landlord is | a business name, ı | use t | he 'last name' field | box to enter | the full legal | business name) |
| 1245948 Boast name | CLID | | | first and middle nam | 0(6) | | |
| last fiame | | | | Inst and middle nam | | | |
| last name | | | | first and middle name | 2(2) | | |
| last name and the TENAN | Γ(S): | | | first and middle nam | e(s) | | |
| | | | | | | | |
| CARTWRIC | эН I | | | HAYLEY first and middle name(s) | | | |
| | / MOENCH | | | | | | |
| last name | / MOENCH | | | BRAYDEN / first and middle nam | | | |
| last flame | | | | | 16(5) | | |
| 403 392-2 | 536 | 587 878-70 | 000 | | | | |
| (optional) phone r | number | (optional) other pho | ne ni | umber | | | |
| | | | | | | | |
| ADDRESS OF P | LACE BEING RENTED T | O TENANT(s) call | ed tl | he 'rental unit' in th | is agreemer | nt: | |
| 1 | 1275 Brookside A | ve | Ke | lowna | | вс | V1Y 5T5 |
| unit number | street number and street na | ime | city | | | province | postal code |
| ADDRESS FOR | SERVICE of the | ndlord 🔳 land | llord | l's agent: | | | |
| 270 | HWY 33 | | Ke | lowna | | ВС | V1X 1X7 |
| unit/site# | street number and street na | ime | city | | | province | postal code |
| 250 491- | 0206 | | | | | | |
| daytime phone nu | | other phone numbe | r | | fax numb | er for service | |
| | | | | | | | |

1. 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. 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.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) 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 an arbitrator's order that the agreement of the other is not required. |
|--|
| 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) |
| This tenancy created by this agreement starts on: 01 Sept 2022 |
| day month year Check ☐ A) and continues on a month-to-month basis until ended in accordance with the Act. |
| A, B or C B) and continues on another periodic basis, as specified below, until ended in accordance with the Act. |
| weekly bi-weekly other: |
| C) and is for a fixed term ending on 30 April |
| day month year IF YOU CHOOSE C, CHECK AND COMPLETE D OR E |
| Check D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of |
| D or E time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term. |
| □ E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the |
| Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. |
| Reason tenant must vacate (required): TERM THAT WAS AGREED UPON |
| Residential Tenancy Regulation section number (if applicable): |
| * If you choose E, both the landlord and tenant must initial here |
| The tenant must move out on or before the last day of the tenancy. |
| 3. RENT (please fill in the information in the spaces provided) The post of the provided of th |
| a) Payment of Rent: |
| The tenant will pay the rent of \$4500\$4000.00 each (check one) and ay week month to the landlord on |
| the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) 28 day of each |
| (check one) day week month subject to rent increases given in accordance with the RTA. The tenant must pay the rent on time. If the rent is late, the landlord may issue a <i>Notice to End Tenancy for Unpaid</i> |
| Rent (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given. |
| b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit |
| as living accommodation, or that is a material term of the tenancy agreement. Water Natural gas Garbage collection Refrigerator Carpets |
| Cablevision Sewage disposal Recycling services Dishwasher Parking for 2 vehicles |
| Electricity Snow removal Kitchen scrap collection Stove and oven Other: VISITOR |
| Internet Storage Laundry (coin-op) Window coverings Other: |
| Heat Recreation facilities Free laundry Furniture Other: |
| Additional information: |

| l | 4. SEC | URI | TY DEPOSI | T AND PE | Γ DAMAGE DEPOSIT | |
|---|---|------|-------------|----------------|----------------------------|--------------|
| | A. Security Deposits | | | | \$2000.00 | OS OS |
| ١ | The tenant is required to pay a security depos | | | to pay a secu | rity deposit of \$ 2259.60 | (BH) IN (OM) |
| | by | 01 | SEPTEMBER | 2022 | | אורנו) |
| ١ | | day | month | year | | |
| ļ | B. Pet | Dama | age Deposit | ☐ not appl | licable | KP |
| ١ | The tenant is required to pay a pet damage depo | | | to pay a pet o | damage deposit of \$ | (1) |
| | by | | | | | |
| | | day | month | year | | |

- 1) 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 regulation, 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
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies 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.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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 rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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 apply for dispute resolution under the Residential Tenancy Act.

10. 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 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 an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time.
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

 The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 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.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) 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.

12. LOCKS

- 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.
- 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 an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 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;
 - there is an emergency and the entry is necessary to protect life or property;
 - 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 an arbitraor 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. 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
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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*.

17. ADDITIONAL TERMS

a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.

b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.

c) Attached to this tenancy agreement, there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum: 1

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

| LANDLORD(S): (if entry for landlord is a business name, use the | e 'last name' field box to enter the full legal business name) |
|---|--|
| 1245948 B.C. LTD. | |
| last name — Docusigned by: | first and middle name(s) |
| Signature: Kidhard frowst | Date: |
| FEE8G69DA08F475 | |
| last name | I first and middle name(s) |
| Signature: | Date: |
| | |
| TENANT(S): | |
| CARTWRIGHT | HAYLEY |
| last name —DocuSigned by: | first and middle name(s) |
| Signature: <u>Hayley (artwright</u> | Date: |
| HESSLER / MOENCH | BRAYDEN / CHAD |
| last name bocusigned by: Signature Docusigned by: | first and middle name(s) Date: 8/1/2022 |
| C9A55372EA03427 B6464ED10B854E5 | |

General Information about Residential Tenancy Agreements

Important Legal Document - This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms - Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over the terms of this tenancy agreement.

Condition Report — The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020

Victoria 250-387-1602

ADDENDUM TO BC TENANCY AGREEMENT

ADDRESS: 1275 BROOKSIDE AVE UNIT 1, KELOWNA B.C.

LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST OR TYLER HEATH

PHONE: <u>250-863-5832 OR 250-899-6190</u>

EMAIL: richard@pmbchomebuyers.ca (same for email transfer)

TENANTS: Hayley Cartwright PHONE: 403-392-2536 LORI PHONE: 403-302-9076

TENANTS: Brayden Hessler PHONE: 587-876-7000 JACQUELINE PHONE: 780-814-0533

TENANTS: Chad Moench PHONE: 403-357-8850 SHANNON PHONE: 403-588-3000

THE FOLLOWING TERMS ARE AGREED UPON BY THE TENANTS:

- 1. Tenants agree the term of the lease is Sept 1st to April 30, 2022; rent is due on the <u>28th-30th</u> Day of the month paid by e-transfer or cash.
- 2. No partying or loud music is permitted in or outside of the home.
- 3. No smoking inside the home.
- 4. No additional occupants are to reside in the home other than those listed on the lease.
- 5. No sub-leasing or Short-Term rentals are permitted in the home.
- 6. Tenants agree that back yard space is to be clear of garbage
- 7. Tenants agree that no pets are permitted in the home unless approved by landlord
- 8. If Replacement keys/garage remote is required, this cost is incurred by the tenant.
- 9. Tenants agree that a tenant insurance policy will be provided by September 1, 2022
- **10.** Tenants agree that a professional move out clean is required. If cleaning is required at final inspection, tenants agree to pay the cleaning rate at \$35/hour plus Tax.
- 11. Tenants agree they are responsible for any damage to the home, including furniture.
- 12. Tenants agree that no furniture, Kitchenware, Etc. Will be removed from the home.
- **13.** The Tenants parent(s) agree they are co-signing and agree to take responsibility that the rent will be paid in full and on time monthly by parents/tenant students.

| DocuSigned by: | DocuSigned by: | |
|---|---|-----------|
| Hayley Cartwright | Lori Cartwright | 7/27/2022 |
| A6082EAD6EA444F | A8964E0A99174D9 | |
| Tenant: Hayley Cartwright | Parent: Lori Cartwright | Date: |
| Docusigned by: | Darren Hessler | 7/29/2022 |
| C9A55372EA03427 Tenant: Brayden Hessler Doousligned by: | FCA4FEAD5B4441B Parent: Jacqueline Hessler Docusigned by: | Date: |
| CAA | Shannon Mounde | 8/1/2022 |
| B6464ED10B854E5 Tenant: Chad Moench Docusigned by: | Parent: Shannon Moench | Date: |
| Richard Provost | 7/27/2022 | |
| FEE8C69DA08F475 | | |
| Landlord: 1245948 BC LTD. | Date: | |

This is Exhibit "B" referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this 1 2 day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential Tenancy Agreement

Important Notes: #RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

| of greening discrete principal poster | . SPACE IS REQUIRED TO LIST ALL PARTIES. (| complete and attach Schedule of Parties | : (form RTR-26) RTR-26 | Sucad & attached | | |
|---------------------------------------|---|---|---|------------------|--|--|
| tenden tenden between forces | | complete and attach concade of talties | 3 (101111 1CTB-20) 1CTB-20 | useu & anacheu. | | |
| ECIDEN | TIAL TENANCY AGREEME | ATT hateraan | Desirate process formers screens formers princered to | | | |
| | | | | | | |
| | RD(S): (if entry for landlord is a business BC LTD. | name, use the 'last name' field box | to enter the full lega | l business nar | | |
| ast name | DOLID. | first and middle name(s) | | | | |
| | | mot and middle name(a) | | | | |
| ast name | | first and middle name(s) | | | | |
| nd the TEN | ANT(S): | mot and middle Halfle(s) | | | | |
| Khamma | nivona | Vilayvanh (Vilay | 1 | | | |
| ast name | | first and middle name(s) | | | | |
| St.Onge | | Francois | | | | |
| ast name | | first and middle name(s) | | | | |
| 587 899 | 9-3462 | | | | | |
| (optional) pho | | her phone number | | | | |
| 71 | (cpusing) | nor priorio namao | | | | |
| DDRESS O | F PLACE BEING RENTED TO TENANT | (s) called the 'rental unit' in this ag | vreement: | | | |
| 2 | 1275 Brookside Ave | Kelowna | ВС | V1Y 5T5 | | |
| unit number | street number and street name | city | province | postal code | | |
| | | | · · · · · · · · · · · · · · · · · · · | | | |
| UDDECC EV | OR SERVICE of the | landlord's agent: | | | | |
| טטאבטט די | | Vornon | ВС | V1T4Y3 | | |
| | 4205-27th Street | rvemon | | | | |
| 1 | 4205-27th Street street number and street name | Vernon | province | postal code | | |
| 1 unit/site # | | | | | | |

Residential Tenancy Branch Office of Housing and Construction Standards #RTB-1 (2019/11)

page 1 of 6 pages

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. 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. 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable. 3) 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 an arbitrator's order that the agreement of the other is not required. 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) This tenancy created by this agreement starts on: 01 2021 MAY day month year A) and continues on a month-to-month basis until ended in accordance with the Act. Check A, B or C B) and continues on another periodic basis, as specified below, until ended in accordance with the Act. weeklv bi-weekly other: C) and is for a fixed term ending on 30 **APRIL** 2022 month dav year IF YOU CHOOSE C, CHECK AND COMPLETE D OR E D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of Check time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term. D or E E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. Reason tenant must vacate (required): Residential Tenancy Regulation section number (if applicable): Tenant's Landlord's Initials Initials * If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. 3. RENT (please fill in the information in the spaces provided) a) Payment of Rent: The tenant will pay the rent of \$|3,300each (check one) day week 🔳 month to the landlord on the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) 30th day of each (check one) day week month subject to rent increases given in accordance with the RTA. The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy for Unpaid Rent (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given. b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement. Carpets Natural gas Garbage collection Refrigerator ✓ Water Dishwasher Parking for 2 vehicles Recycling services Cablevision Sewage disposal Kitchen scrap collection Other: visitor parking ✓ Stove and oven Electricity Snow removal Window coverings Other: Laundry (coin-op) Internet Storage Other: Recreation facilities Free laundry Furniture Heat

1. APPLICATION OF THE RESIDENTIAL TENANCY ACT

Additional information:

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ 1,650

by 05 MAR 2021
day month year

B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$

| me | tenai | it is requi | neu to pay a per | |
|-----|-------|-------------|------------------|--|
| by | | | | |
| . , | | | | |
| | | <u> </u> | | |
| | day | month | year | |
| | , | | • | |

- 1) 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 regulation, 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
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - the landlord applies 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.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5, PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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 rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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 apply for dispute resolution under the Residential Tenancy Act.

10. 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 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 an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time.
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- The landlord must not impose restrictions on guests and must not require or accept anyextra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) 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.

12. LOCKS

- 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.
- The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 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 an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 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;
 - 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:
 - the landlord has an order of an arbitraor 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. 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
 - a) include the address of the rental unit.
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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*.

17. ADDITIONAL TERMS a). Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added b). Any addition to this tenedary agreement must comply with the Residential Tenancy Act and regulations, and must Charly common rate the rights and obligations under it. It a term does not most those requirements, or is unconscionable, the term is not enforceable). Attached to this renancy agreement, there **a** is: [] is not an Addendum If there is an Addendum attached , provide the following information on the Addendum that forms part of this Number of pages of the Addendum: 1 Number of additional terms in the Addendum. 10 By signing this tenancy agreement, the landlord and the tenant are bound by its terms. LANDLORD(S) (If entry for fundiord is a business name, uso the fast name' field box to enter the full legal business name) 1245948 BC LTD last name first and middle name(s) Signature; Date: Tast name first and middle name(s) Signature: Date: TENANT(S) Khammaniyong Vilay last many first and middle name(s Signature: Date: St. Onge Francois THE THING first and middle name(s Signature: Date: General Information about Residential Tenancy Agreements Important Legal Document — this tenancy agreement is an important agail document. Keep it in a safe place Additional Terms - Any additional terms control controds to change any right or duty ender the RTA is this tenuncy agreement

Authordment of the RTA — He RCA or a requisition make under the RTA, us amended from smoller time, way take premity about French of the following agreement

Condition Report - The Pandierr of diseased are required to expect the residential and logistics at the beginning and end of this proving a material deal written consistent capital. If the fundlines allows the tensel to have a pet affective start of the tenshoy an a specient report nourthe. Sense on the may the tenant state knoping a potential assenge day materily agend to by the tandbred and heromal anticy. The terrancy obtained as or after valuacy 1, 2004, and a condition inspection report was completed at real time. A report may describe as a damage, how closer used moreous, and the general condition of the resolution trial auchidical the fewer controls. copies a section of the ways to report and the surrection dates by both the languages and the terrorit who made the supretion 建氯磺胺环烷 医结膜性 医硬膜炎 医血管

Change of Landlord - A low knots or has the substitute of the substitute of the previous and rest most below in the transit of the nation could realize the transit of times be others agree to ather term

Resolution of Disputes of problems of Bisagonal and under the bisational and tensor closed by to take a made or or to lind a solution in the state of the compounding the forestational broading three to be combination of their open and consistence or an er terror often. Mass accessorem is transport a han sond recated a horal and apply his a decemb insolescen to gue a decemb. More that each all brows of all agreements can be suggested by they do moved the

ADDENDUM TO BC TENANCY AGREEMENT

ADDRESS: UNIT 2-1275 BROOKSIDE AVE, KELOWNA B.C.

LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583

EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

TENANTS:

VILAY KHAMMANIVONG

PHONE: 587-899-3462

TENANTS:

FRANÇOIS ST.ONGE

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

- Rent of \$3,300 is due on the <u>30th</u> day of the month paid by etransfer and starting May 1, 2021; if late, a \$125 late fee will apply.
- 2. No partying is permitted in or outside of the home.
- 3. No smoking of any kind is permitted in or outside of the home.
- No additional occupants are permitted to reside in the home other than those listed on the application, unless approved by the landlord.
- 5. No sub-leasing or short term rentals are permitted.
- 6. No animals will reside in the home per the lease as this is a pet free townhome.
- 7. Tenants agree that common areas, patio and yard space is to remain clear of garbage.
- 8. If replacement keys or garage remote is required, this is a cost incurred by tenant
- 9. Fenants agree that a move out clean is required to original like new condition. If cleaning is required at final inspection, tenant agrees to pay an hourly professional cleaning rate at \$38/hour plus tax paid direct, or will be deducted from security deposit.
- 10. Tenants agree that carpets will be professionally cleaned at move out; receipt is required.

Date

| Tenant: Vilay Khammaniyong | MACH 5/21 |
|----------------------------|-----------------|
| Tenant Francois St. Onge | Date MARCH 5/21 |
| renant rrancips St. Onge | Date |

Landlord: Richard Prevost

1245948 BC LTD

16

This is Exhibit " C " referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this 12 day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential Tenancy Agreement

Important Notes: #RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

| IF ADDITIONAL S | SPACE IS REQUIRED TO LIST ALL PARTIES, co | omplete and attach Schedule of Partie | s (form RTB-26) RTB-26 used & attached: | | | |
|-----------------|--|---------------------------------------|--|--|--|--|
| (1) | | | | | | |
| DEGINERIT | TIAL TENANCY AGREEMEN | IT hotwoon' was full correct | been was tree took took took took took took took | | | |
| | D(S): (if entry for landlord is a business n | • | - | | | |
| 1245948 I | | anie, use the last name held box | to enter the run regar business hame | | | |
| ast name | BC LTD. | first and middle name(s) | | | | |
| | | | | | | |
| ast name | | first and middle name(s) | | | | |
| nd the TENA | NT(S): | | | | | |
| Cole | | Cole | | | | |
| ast name | | | first and middle name(s) | | | |
| Garniss | | Sarah | | | | |
| ast name | | first and middle name(s) | | | | |
| 700 601 | 0.45.1 | | | | | |
| 780 691 | -8451 (antional) oth | er phone number | | | | |
| (optional) phon | e number (optional) out | er phone number | | | | |
| DDRESS OF | PLACE BEING RENTED TO TENANT(| s) called the 'rental unit' in this a | areement: | | | |
| 3 | 1275 Brookside Ave | Kelowna | BC V1Y5T5 | | | |
| unit number | street number and street name | city | province postal code | | | |
| | ····· | | | | | |
| DDRESS FO | R SERVICE of the landlord |] landlord's agent: | | | | |
| 270 | Hwy 33 | Kelowna | BC V1X1X7 | | | |
| unit/site # | street number and street name | city | province postal code | | | |
| 050 000 | 6592 | | | | | |
| L | -6583 ather phone | | ax number for service | | | |
| daytime phone | number other phone i | IUIIIDEI I | ay liniling in selving | | | |

1. 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. 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.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) 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 an arbitrator's order that the agreement of the other is not required.

| other is not required. |
|--|
| 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) |
| This tenancy created by this agreement starts on: 14 FEB 2022 |
| day month year |
| Check A) and continues on a month-to-month basis until ended in accordance with the Act. A, B or C D D) and continues an another positive and action to the continues of the co |
| b) and continues on another periodic basis, as specified below, until ended in accordance with the Act. |
| weekly other: |
| C) and is for a fixed term ending on 15 AUG 2022 |
| day month year IF YOU CHOOSE C, CHECK AND COMPLETE D OR E |
| Check D or E D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term. E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. |
| Reason tenant must vacate (required): |
| Residential Tenancy Regulation section number (if applicable): |
| * If you choose E, both the landlord and tenant must initial here |
| The tenant must move out on or before the last day of the tenancy. |
| 3. RENT (please fill in the information in the spaces provided) |
| a) Payment of Rent: |
| The tenant will pay the rent of \$\(\frac{3,500}{}\) each (check one) \(\bigcap \) day \(\bigcap \) week \(\boxed{m}\) month to the landlord on |
| the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) |
| Coheck one) day week month subject to rent increases given in accordance with the RTA. The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy for Unpaid Rent (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given. b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement. Water Natural gas Garbage collection Refrigerator Carpets |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT A. Security Deposits

The tenant is required to pay a security deposit of \$ 1,750

| by | 30 | JAN | 2022 |
|----|-----|-------|------|
| | day | month | year |

| B. Pet Damage Deposit The tenant is required | | | | | pplicable et damage deposit of \$ | |
|--|----|-----|-------|------|--------------------------------------|--|
| | by | day | month | year | | |

- 1) 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 regulation, 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
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - the landlord applies 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.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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.
- Either the landlord or the tenant may obtain the percentage amount prescribed for a rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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.
- If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. 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 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 an arbitrator's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the Residential Tenancy Act for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time.
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

 The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- The landlord must not impose restrictions on guests and must not require or accept anyextra charge for daytime visits or overnight accommodation of guests.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) 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.

12. LOCKS

- 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.
- The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 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 an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 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
 - 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;
 - 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 an arbitraor 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. 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
 - a) include the address of the rental unit.
 - b) include the date the tenancy is to end.
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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*.

| such as pe | ts, yard work, smoking and snow rem n to this tenancy agreement must co | nt and the landlord agree to. Additional ter noval. Additional pages may be added. Imply with the <i>Residential Tenancy Act</i> an under it. If a term does not meet these req | d regulations, and must |
|---|--|---|--|
| unconscior | able, the term is not enforceable. this tenancy agreement, there i is | | |
| If there is tenancy ag | an Addendum attached , provide the reement: | e following information on the Addendum | |
| | pages of the Addendum: 1 this tenancy agreement, the | Number of additional terms in the landlord and the tenant are bou | |
| LANDLORD(S): | | ame, use the 'last name' field box to enter the | |
| 1245948 BC L | .TD. | | / / |
| Signature: / | and | first and middle name(s) Date: | 29/2002 |
| | | Mark the second | |
| last name | | first and middle name(s) | |
| Signature: | | Date: | The state of the s |
| TENANT(S): | | | |
| GARNISS | 0 0 | SAR | AH |
| last name Signature: | Mrim | first and middle name(s) | . 29. 2022 |
| COLE | 45/1/4110 | | |
| last name | | first and middle name(s) | |
| Signature: | Mm | Date: JAN. | 29.2022. |
| Additional Torms — Amendment of the Iterms of this tenancy Condition Report — tenancy and completenancy and completenant, unless the tenancy describe any darappliances, and paint and each should keep Change of Landlord agreement unless the Resolution of Disput If they still cannot agrintervention. If no agrichment of disagreement | Any additional terms cannot contradict of RTA – The RTA or a regulation made un agreement. The landlord and tenant are required to it a written condition report. If the landlord to be done on the day the tenant starts keancy started on or after January 1, 2004 mage, how clean each room is, and the coon the walls. The report must be signed to a copy. — A new landlord has the same rights all tenant and new landlord agree to other tes.— If problems or disagreements arise ee, either may contact the Residential Tement is reached, a landlord or a tenant is can be decided by dispute resolution. RTB website: write a required to the resolution. | a, the landlord and tenant should try to talk to enancy Branch for clarification of their rights a at may apply for a dispute resolution to get a | is tenancy agreement. nay take priority over th nning and end of the t of the tenancy, an id to by the landlord and eted at that time. A report ng: the floors, carpets, it who made the inspection, all the terms of this each other to find a solution. |
| #RTB-1 (2019/11) | | | page 6 of 6 pages |

ADDENDUM TO BC TENANCY AGREEMENT

ADDRESS: UNIT 3, 1275 BROOKSIDE AVE, KELOWNA B.C.

LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583

EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

COLE COLE & SARAH GARNISS TENANTS:

PHONE: 780-691-8451

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

- 1. The lease term begins on FEB 14th 2022 for 6 mos. then month to month; the rent is \$3,500/mo due on the last day of the month payable to the email address provided above.
- 2. Tenants agree NO partying is permitted in or outside of the home.
- 3. Tenants agree NO smoking of any kind is permitted in the home or on property. Landlord restricts the growing of cannabis inside the home.
- 4. Tenants agree NO additional occupants are permitted to reside in the home other than those listed on the application, unless approved by the landlord.
- Tenants agree NO sub-leasing or short term rentals are permitted.
- 6. Tenants agree that dogs are to be leashed outside the property. Excessive barking will not be tolerated. Tenants are responsible for cleaning up after their dog on and off property and to be taken off property for daily needs (please do not use syn lawn).
- 7. Tenants agree that common areas, patio and yard space is to remain clear of garbage. Garbage and recycling bins are to remain in garage.
- 8. If replacement keys or garage remote is required this is a cost incurred by tenant.
- 9. Tenants agree that a move out clean is required to original move in clean condition. If cleaning is required at final inspection, tenants agree to pay for additional cleaning.
- 10. Tenants agree that the carpet is to be professionally cleaned at move out.
- 11. Tenants agree that rental insurance is required.
- 12. Tenants agree that they are responsible for any damage in or outside of the home.

Landlord: Richard Provost

1245948 BC LTD

JAN. 29:2022

Date

JAN. 29.2022

Date

Jan 29/2022

This is Exhibit "D" referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this 12 day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

| this tenancy agreemen building or related grou | landlord in this tenancy agreement I t, the words residential property ha up of buildings, in which one or more ommon areas are located; the rental | ve the same meaning rental units or commo | as in the RTA. Residenti n areas are located; the p | al property mean arcel or parcels or | s a building, a n which the bu | a part of a uilding, related |
|---|--|--|--|---|-----------------------------------|---------------------------------|
| IF ADDITIONAL SP. | ACE IS REQUIRED TO LIST ALL PA | ARTIES, complete ar | nd attach Schedule of Pa | arties (form RTB- | 26) RTB-26 u | sed & attached: |
| RESIDENTIA | AL TENANCY AGRE | EMENT bet | ween: (use full, co | rrect legal name | s) | |
| the LANDLORD(| S): (if entry for landlord is a bu | usiness name, use | the 'last name' field | box to enter the | e full legal l | business name) |
| 1245948 B | C LTD. | | | | | |
| ast name | | | first and middle name | e(s) | | |
| | | | | | | |
| last name | 7/6). | | first and middle name | e(s) | | |
| and the TENANT | (5): | | 1 [| | | |
| OBRIGEWI | TSCH | | NATHAN & JENNIFER | | | |
| last name | | | first and middle nam | e(s) | | |
| PILLON | | | JULIE | | | |
| last name | | | first and middle nam | e(s) | | |
| 587 228-7 | 587 228-7107 Julie 587 228-8331 Nathan | | | | | |
| (optional) phone number (optional) other phone number | | | | | | |
| | | | | | | |
| ADDRESS OF P | LACE BEING RENTED TO T | ENANT(s) called | the 'rental unit' in thi | is agreement: | | |
| unit 4 | 1275 Brookside | K | elowna | | ВС | V1Y 5T5 |
| unit number | street number and street name | cit | ty | | province | postal code |
| | | ····· | | | | ••••• |
| ADDRESS FOR | SERVICE of the landlo | ord 🔳 landlo | rd's agent: | | | |
| 1 | 4205-27th Street | V | 'ernon | | ВС | V1T4Y3 |
| unit/site # | street number and street name | ci | ty | | province | postal code |
| 250 863-6 | 5583 | | | | | |
| daytime phone nu | | er phone number | | fax number f | for service | |

1. 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. 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.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) 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 an arbitrator's order that the agreement of the other is not required. |
|--|
| 2. BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) |
| This tenancy created by this agreement starts on: 01 OCT 2021 |
| Check A, B or C B) and continues on a month-to-month basis until ended in accordance with the Act. |
| weekly bi-weekly other: |
| C) and is for a fixed term ending on |
| IF YOU CHOOSE C, CHECK AND COMPLETE D OR E |
| Check D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of |
| D or E time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term. |
| E) At the end of this time, the tenancy is ended and the tenant <u>must vacate</u> the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the |
| Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. |
| Reason tenant must vacate (required): |
| Residential Tenancy Regulation section number (if applicable): |
| * If you choose E, both the landlord and tenant must initial here |
| The tenant must move out on or before the last day of the tenancy. |
| 3. RENT (please fill in the information in the spaces provided) |
| a) Payment of Rent: |
| The tenant will pay the rent of \$\\ 3,300 \\ each \(\text{check one} \) \equiv day \(\text{week} \) \equiv month to the landlord on |
| the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) |
| (check one) aday week month subject to rent increases given in accordance with the RTA. |
| The tenant must pay the rent on time. If the rent is late, the landlord may issue a <i>Notice to End Tenancy for Unpaid Rent</i> (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given. |
| b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) |
| The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit |
| as living accommodation, or that is a material term of the tenancy agreement. Water Natural gas Garbage collection Refrigerator Carpets |
| Cablevision Sewage disposal Recycling services Dishwasher Parking for 2 garage vehicles |
| Electricity Snow removal Kitchen scrap collection Stove and oven Other: street parking |
| Internet Storage Laundry (coin-op) Window coverings Other: |
| Heat Recreation facilities Free laundry Furniture Other: |
| Additional information: |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT A. Security Deposits The tenant is required to pay a security deposit of N/Aday month year B. Pet Damage Deposit not applicable N/A The tenant is required to pay a pet damage deposit of \$ by day month year 1) 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 regulation, and 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 the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or the landlord applies 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. 2) The 15 day period starts on the later of a) the date the tenancy ends, or b) the date the landlord receives the tenant's forwarding address in writing. 3) If a landlord does not comply with subsection (1), the landlord

a) may not make a claim against the security deposit or pet damage deposit, and

b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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 rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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.
- If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. 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 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 an arbitrator's order under the *Residential Tenancy Act* for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time.
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 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.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss theissue 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.

12. LOCKS

- 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.
- The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 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 an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 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;
 - there is an emergency and the entry is necessary to protect life or property;
 - 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 an arbitraor 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. 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
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is is not an Addendum

 If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

 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(S): (if entry for landlord is a business name, use the | e 'last name' field box to enter the full legal business name) |
|---|--|
| 1245948 BC LTD. | |
| last nameDocusigned by: | first and middle name(s) 9/22/2021 |
| Signature: Kichard fromost | Date: |
| DADB10C35357463 | |
| last name | first and middle name(s) |
| Signature: | Date: |
| | |
| TENANT(S): | |
| OBRIGEWITSCH | NATHAN & JENNIFER |
| last name_DocuSigned by:DocuSigned by: | first and middle name(s) |
| Signature DO GREAT | Date: |
| PILLON 423ABE2E7534466 B75EFC51D3C4403 | JULIE |
| | first and middle name(s) 9/23/2021 |
| Signature: | Date: |
| 5ADA292E54EE4D5 | |

General Information about Residential Tenancy Agreements

Important Legal Document - This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms - Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, may take priority over th terms of this tenancy agreement.

Condition Report – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020 Victoria 250-387-1602

#RTB-1 (2019/11) page 6 of 6 pages

This is Exhibit " E " referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this 12 day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential Tenancy Agreement

Important Notes: #RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the *Residential Tenancy Act* (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5).

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words **residential property** have the same meaning as in the RTA. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.

| roup of buildings o | group of buildings, in which one or more rental units or common areas are located; the rental unit and co | mmon areas and any other structure loca | ited on the parcel or parce | els. | |
|---------------------|---|---|-----------------------------|---|--|
| IF ADDITIONAL | SPACE IS REQUIRED TO LIST ALL PARTIES, o | omplete and attach Schedule of Parties | s (form RTB-26) RTB-26 | used & attached: | |
| RESIDEN | TIAL TENANCY AGREEMEN | NT between: (use full, correct | legal names) | CA Sining America Activist physica window | |
| | D(S): (if entry for landlord is a business n | | | business name) | |
| 1245948 | | | | | |
| ast name | | first and middle name(s) | first and middle name(s) | | |
| 1 | | | | | |
| last name | NIT(C). | first and middle name(s) | | | |
| and the TENA | . , | | | | |
| ROCKWE | | 1 1 | LEANNE | | |
| last name | | first and middle name(s) | | | |
| | | | | | |
| last name | | first and middle name(s) | | | |
| 250 718 | -7200 | | | | |
| (optional) phon | e number (optional) oth | er phone number | | | |
| ADDRESS OF | PLACE BEING RENTED TO TENANT(| s) called the 'rental unit' in this ag | ireement: | | |
| 5 | 1275 Brookside Ave | Kelowna | ВС | V1Y5T5 | |
| unit number | street number and street name | city | province | postal code | |
| ADDRESS FO | R SERVICE of the landlord |] landlord's agent: | ••••• | | |
| 270 | Hwy 33 | Kelowna | ВС | V1X1X7 | |
| unit/site # | street number and street name | city | province | postal code | |
| 250 863 | -6583 | | | | |
| daytime phone | | number fa | ax number for service | | |

1. 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. 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.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) 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 an arbitrator's order that the agreement of the other is not required.

| | other is not required. |
|-----|--|
| 2. | BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) |
| | This tenancy created by this agreement starts on: 14 FEB 2022 |
| | Check A) and continues on a month-to-month basis until ended in accordance with the Act. A, B or C B) and continues on another periodic basis, as specified below, until ended in accordance with the Act. |
| | weekly bi-weekly other: |
| | C) and is for a fixed term ending on 15 AUG 2022 |
| | IF YOU CHOOSE C, CHECK AND COMPLETE D OR E |
| | Check D or E D) At the end of this time, the tenancy will continue on a month-to-month basis, or another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term. E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. |
| | Reason tenant must vacate (required): |
| | Residential Tenancy Regulation section number (if applicable): If you choose E, both the landlord and tenant must initial here The tenant must move out an archefore the lead to the first the fir |
| | The tenant must move out on or before the last day of the tenancy. |
| 3. | RENT (please fill in the information in the spaces provided) a) Payment of Rent: The tenant will pay the rent of \$\[3,450 \] each \(\text{check one} \text{\chi} \) \(\text{day} \) \(\text{week} \) month to the landlord on |
| | the first day of the rental period which falls on the (due date, e.g., 1st, 2nd, 3rd, 31st) LAST day of each (check one) day week month subject to rent increases given in accordance with the RTA. The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy for Unpaid Rent (form RTB-30) to the tenant, which may take effect not earlier than 10 days after the date the notice is given. b) What is included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement. |
| | Water Natural gas Garbage collection Refrigerator Carpets Cablevision Sewage disposal Recycling services Dishwasher Recycling for Carpets |
| | Venicies Venicies |
| | Electricity Snow removal Kitchen scrap collection Stove and oven Other: visitor parking |
| | Heat Recreation facilities Free laundry Furniture Other: |
| *** | Additional information: |

#RTB-1 (2019/11)

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ 1,725

by 29 JAN 2022
day month year

B. Pet Damage Deposit

not applicable

The tenant is required to pay a pet damage deposit of \$

1,725

29 JAN 2022

day month year

- 1) 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 regulation, 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
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord applies 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.
- 2) The 15 day period starts on the later of
 - a) the date the tenancy ends, or
 - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If a landlord does not comply with subsection (1), the landlord
 - a) may not make a claim against the security deposit or pet damage deposit, and
 - b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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 Dog and Service Dog Act*.

6. CONDITION INSPECTIONS

- In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the *Residential Tenancy Act* [consequences if report requirements not met].

7. PAYMENT OF RENT

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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 rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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.
- If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

10. 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 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 an arbitrator's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time
- d) 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
 - i) major leaks in pipes or the roof,
 - ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems.

11. OCCUPANTS AND GUESTS

The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 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.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) 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.

12. LOCKS

- 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.
- 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 an arbitrator has ordered, the change.

13. LANDLORD'S ENTRY INTO RENTAL UNIT

- 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
 - 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;
 - 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 an arbitraor 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 apply for an arbitrator's order under the *Residential Tenancy Act*, 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.

14. 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
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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*.

| b) Any addition to this tenancy agreement disarry continuous the transacrations | the tenant and the landford agree to Additional terms may count matters. Show removal. Additional trages may be added. I therefore with the Residence Tarrancy Administrations and must gations under a H a term does not meet these industrieseds, or a |
|--|--|
| incontinable, the term is not entire. | present a unidar it is a term diseas not meet these industries and must |
| c) Anached to this tenancy agreement in B there is an Addendum attached | 10 Strik an Aveter - |
| lenancy agreement attached a | ste 囊的 们这点的 an Adderdum Greete the fastyword information on the Addersdum matterms custof the |
| Number of pages of the Address of | and the state of t |
| By signing this tonancy apron- | (1) 10 10 10 10 10 10 10 10 10 10 10 10 10 |
| 1245948 BC LTU. | The landlord and the tenant are bound by its terms. |
| Signature: 2 | management and an approximate accounts of |
| STATE OF THE STATE | 031 post (03330 correct Feb 14/22 |
| The state of the s | Section of the sectio |
| Consideration of the Considera | The state of the s |
| Signature | Date: |
| TENANT(S) | ** A CHICOTON CONTROL OF THE PROPERTY OF THE P |
| the state of the s | The state of the s |
| ROCKWELL | LEANNE |
| Signature: 100 And Palit | The second secon |
| And the second s | Date: [1/2 1/3 200] |
| | The control of the co |
| ignature: | Managagagaanagaanagaanagaanagaanagaanag |
| The state of the s | D.510 |
| | and the control of th |
| | ion about Residential Tenancy Agreements of the operant tops decrease Keep time a side time. |
| detoral Trama - Any address torre terminate | compare on community and colours and invention the RELY on their femoment industries. |
| mendecent of the RTA - The RTA is a regulation of the tenancy agreement | uselyn franch, und 155. V. his historyclock picture dische pictures annah franc tannyah same, go |
| reactly and congeste is vectors consisten report of the specifion report must be done in the day the lister? mand, underso the tecanicy staded only after January, ay describe way harmage, how close each toom to parameter, and paint on the water. The highest must be ad each should kinep at copy. | used to include the revisition will trappen at the conjuring and and of the conformal forms. The tended to take a put after the tast of the tenders, an extraction of the tast of the tenders, and extraction of the tast of the tast of the tenders and extraction of the tast of |
| nange of Landlord — A new bridges has the same prepriet laters the supply and new bridges agree | rights and during as the principle and and most token with the beard of the |
| thiej still cambol legible, either may contact the Herici lemention. If my agreement is togother, a landlord or vity of disagreements can be decided by discuss co | rds latitude, this carefloard soud terrians encount try to hade to easily office to this a sistempion terrials? Terrianny Goldfich hid chard-hubben the trials regions and responsibilities on ass is because they speak for a diagradic resolution to get a decreasing Marry, but not set say, whilesing |
| | OR MORE INFORMATION |
| ###################################### | site: www.gov.bg.callenthordvenent |
| Public Information Lines 1-200-565-3778 (II | oli-free) Greater Vancouver 604-660-1020 Victoria 260-387-1802 |

ADDENDUM TO BC TENANCY AGREEMENT

ADDRESS: UNIT 5, 1275 BROOKSIDE AVE, KELOWNA B.C.

LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583

EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

TENANTS: LEANNE ROCKWELL PHONE: 250-718-7200

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

- 1. The lease term begins on FEB 14th 2022 for 6 mos. then month to month; the rent is \$3,450/mo due on the <u>last day</u> of the month payable to the email address provided above.
- 2. Tenants agree NO partying is permitted in or outside of the home.
- 3. Tenants agree NO smoking of any kind is permitted in the home or on property. Landlord restricts the growing of cannabis inside the home.
- 4. Tenants agree NO additional occupants are permitted to reside in the home other than those listed on the application, unless approved by the landlord.
- 5. Tenants agree NO sub-leasing or short term rentals are permitted.
- 6. Tenants agree that dogs are to be leashed outside the property. Excessive barking will not be tolerated. Tenants are responsible for cleaning up after their dog on and off property and to be taken off property for daily needs (please do not use syn lawn).
- Tenants agree that common areas, patio and yard space is to remain clear of garbage.
 Garbage and recycling bins are to remain in garage.
- 8. If replacement keys or garage remote is required this is a cost incurred by tenant.
- 9. Tenants agree that a move out clean is required to original move in clean condition. If cleaning is required at final inspection, tenants agree to pay for additional cleaning.
- 10. Tenants agree that the carpet is to be professionally cleaned at move out.
- 11. Tenants agree that rental insurance is required.
- 12. Tenants agree that they are responsible for any damage in or outside of the home.

Tenant: Leanne Rockwell

Date

Landlord: Richard Provost

1245948 BC LTD

Date

Feb 14/22

This is Exhibit "F" referred to in the Affidavit of Richard Provost sworn before me at Kelowna In the Province of British Columbia this _____ day of January, 2023.

A Commissioner for taking Affidavits within British Columbia



Residential Tenancy Agreement

Important Notes:

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this Agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this Agreement form. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement (form RTB-5)

The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a

| | AGE IS REQUIRED TO LIST ALL PARTIES, con | polete and attach Schedule of Parties (fo | orm RTB-26) RTB-26 us | ed & attached: | |
|--|--|--|--------------------------|--|--|
| ADDITIONAL SP | AGE IS REQUIRED TO LIST ALL PARTIES, CO. | The same same same same same same same sam | | basis knjig plata pred i | |
| benti Sowing nated frank two | es traine provide france france statute broke broke broke broke france f | series series mines busines busines states series s | (2amea ler | | |
| ESIDENT'I | AL TENANCY AGREEMEN | 1 Detween (use tim, conecties | garrianios) | ucinace name | |
| e LANDLORD | (S): (if entry for landlord is a business na | me, use the 'last name' field box to | enter the full legal b | usiness name | |
| 1245948 B | | | | | |
| ast name | | lirst and middle name(s) | | | |
| and the state of t | | | | | |
| ast name | | first and middle name(s) | | | |
| nd the TENAN | T(S): | | | | |
| MCGREG | OR | JOHN (ALEX) | | | |
| last name | | | | and the second s | |
| MCGREGOR | | | first and middle name(s) | | |
| last name | | Ilist and middle hamo(o) | | | |
| 780 996- | 4856 අව දි | 3a-676a | | | |
| (optional) phone | The state of the s | er phone number | | | |
| , | | | | | |
| ADDRESS OF | PLACE BEING RENTED TO TENANT(| s) called the 'rental unit' in this agr | eement. | 1 | |
| 6 | 1275 Brookside Ave | Kelowna | BC | V1Y 5T5 | |
| unit number | street number and street name | cily | province | postal code | |
| | | The standing country | | | |
| ADDRESS FO | R SERVICE of the | landlord's agent: | | and the second s | |
| | 4205-27th Street | Vernon | BC | V1T4Y3 | |
| 1 | street number and street name | city | province | postal code | |
| unit/site# | Sirect Hamber 2.1. | | | | |
| 250 863 | -6583 | | x number for service | | |

| APPLICATION OF THE RESIDENTIAL TENANCY ACT 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 <i>Residential Tenancy Act</i> or a regulation made under that Act, or any standard terms. 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. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable. The requirement for agreement under subsection (2) does not apply to: a rent increase given in accordance with the <i>Residential Tenancy Act</i>, a withdrawal of, or a restriction on, a service or facility in accordance with the <i>Residential Tenancy Act</i>, or a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required. | | | | | |
|--|--|--|--|--|--|
| BEGINNING AND TERM OF THE AGREEMENT (please fill in the dates and times in the spaces provided) | | | | | |
| This tenancy created by this agreement starts on: 01 OCT 2021 | | | | | |
| day month year Check (A) and continues on a month-to-month basis until ended in accordance with the Act. | | | | | |
| Check A) and continues on a month-to-month basis until ended in accordance with the Act. A, B or C B) and continues on another periodic basis, as specified below, until ended in accordance with the Act. | | | | | |
| weekly bi-weekly other: | | | | | |
| | | | | | |
| © C) and is for a fixed term ending on day month year | | | | | |
| Check D or E D) At the end of this time, the tenancy will continue on a month to the end of the tenancy time, unless the tenant gives notice to end tenancy at least one clear month before the end of the tenancy time, unless the tenant gives notice to end tenancy at least one clear month before the end of the tenancy. E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act. Reason tenant must vacate (required): Residential Tenancy Regulation section number (if applicable): Landlord's Initials | | | | | |
| Residential Tenancy Regulation section number (if applicable): | | | | | |
| Residential Tenancy Regulation section number (if applicable): If you choose E, both the landlord and tenant must initial here | | | | | |
| *If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. *If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. *If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. | | | | | |
| Residential Tenancy Regulation section number (if applicable): 'If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. Tenant's Initials Tenant's Initials Initials Tenant's Initials Tenant's Initials Tenant's Initials Tenant's Initials Tenant's Initials Tenant's Initials | | | | | |
| Residential Tenancy Regulation section number (if applicable): 'If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. RENT (please fill in the information in the spaces provided) a) Payment of Rent: The tenant will pay the rent of \$3,500 each (check one) day week month to the landlord on | | | | | |
| Residential Tenancy Regulation section number (if applicable): 'If you choose E, both the landlord and tenant must initial here The tenant must move out on or before the last day of the tenancy. RENT (please fill in the information in the spaces provided) | | | | | |
| a de la composition della comp | | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$ 1,750

AUG 2021 year day month

B. Pet Damage Deposit

not applicable The tenant is required to pay a pet damage deposit of \$

1,750

by 2021 AUG year month day

1) 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 regulation, 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

the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or

the landlord applies 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.

2) The 15 day period starts on the later of

a) the date the tenancy ends, or

b) the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1), the landlord

a) may not make a claim against the security deposit or pet damage deposit, and

b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

5. PETS

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 Dog and Service Dog Act.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the 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,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a 10 Day Notice to End Tenancy (form RTB-30) 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 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.

8. 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 Branch office or Service BC office.
- 2) A landlord must give a tenant three whole months notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. 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.
- Either the landlord or the tenant may obtain the percentage amount prescribed for a rentincrease from the Residential Tenancy Branch.

9. 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 and has 6 months or more remaining in the term, 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.
- If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act

10, 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 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 an arbitrator's order under the Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

- a) 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. 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 the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.
- b) 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 seek a monetary order through dispute resolution under the *Residential Tenancy Act* for the cost of repairs, serve a notice to end a tenancy, or both.

3) Emergency Repairs:

- a) 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.
- b) 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.
- c) 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 any time.
- d) 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
 - i) major leaks in pipes or the roof,
 - damaged or blocked water or sewer pipes or plumbing fixtures,
 - iii) the primary heating system,
 - iv) damaged or defective locks that give access to a rental unit, or
 - v) the electrical systems

11. OCCUPANTS AND GUESTS

The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit

- 2) 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.
- 2.1) Despite subsection (2) of this section but subject to section 27 on the Act [terminating or restricting services or facilities], the landlord may impose reasonable restrictions on guests' use of common areas of the residential property.
 - 3) 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.

12. 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 an arbitrator has ordered, the change.

13. 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
 - the purpose for entering, which must be reasonable, and
 - 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 an arbitraor or court saying the landlord may enter the rental

- 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 apply for an arbitrator's order under the Residential Tenancy Act, 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.

14. 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
 - a) include the address of the rental unit,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) 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 agreement does not require the tenant to vacate at the end of the tenancy, the 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 Branch.
- 5) The landlord and tenant may mutually 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.

15. LANDLORD TO GIVE TENANCY

AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

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

| 17. ADDITIONAL TERMS a) Write down any additional terms which the tenant and the lasuch as pets, yard work, smoking and snow removal. Addition b) Any addition to this tenancy agreement must comply with the clearly communicate the rights and obligations under it. If a unconscionable, the term is not enforceable. | e Residential Tenancy Act and regulations, and must term does not meet these requirements, or is | | | |
|--|--|--|--|--|
| c) Attached to this tenancy agreement, there is is is no. | an Addendum | | | |
| If there is an Addendum attached, provide the following tenancy agreement: | information on the Addendum that forms part of this inber of additional terms in the Addendum: | | | |
| LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name) | | | | |
| | | | | |
| 1245948 BC LTD. | first and middle name(s) | | | |
| Date: | | | | |
| Signature: | | | | |
| | first and middle name(s) | | | |
| last name | | | | |
| Signature: Date: | | | | |
| TENANT(S): | | | | |
| MCGREGOR | JOHN (ALEX) | | | |
| last name my 2005 | first and middle name(s) $08/23/2021$ | | | |
| Signature: | Date: $\frac{08/23/2021}{}$ | | | |
| MCGREGOR | AMANDA | | | |
| last name | first and middle name(s) Date: 33-Aug-2021 | | | |
| Signature: | | | | |
| General Information about Residential Tenancy Agreements | | | | |
| This townsey agreement is an important legal document. Keep it in a safe place. | | | | |

Important Legal Document - This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA - The RTA or a regulation made under the RTA, as amended from time to time, may take priority over th terms of this tenancy agreement.

Condition Report - The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

Change of Landlord - A new landlord has the same rights and duties as the previous one and must follow all the terms of this agreement unless the tenant and new landlord agree to other terms.

Resolution of Disputes - If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

FOR MORE INFORMATION

RTB website: www.gov.bc.ca/landlordtenant

Public Information Lines 1-800-665-8779 (toll-free) Greater Vancouver 604-660-1020

Victoria 250-387-1602

ADDENDUM TO BC TENANCY AGREEMENT

ADDRESS: UNIT 6-1275 BROOKSIDE AVE, KELOWNA B.C.

LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583

EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

TENANTS: AMANDA MCGREGOR & JOHN (ALEX) MCGREGOR

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

- 1. Rent is \$3,500/month and due on the last day of the month by etransfer to the email above. If late, a \$125 late fee applies.
- 2. No partying is permitted in or outside of the home.
- 3. No smoking of any kind is permitted in the home or on property.
- 4. No additional occupants are permitted to reside in the home other than those listed on the application, unless approved by the landlord.
- 5. No sub-leasing or short term rentals are permitted.
- 6. Tenants agree dogs are not to be left alone outside the property and they are to be taken off property for daily needs. No excessive barking will be tolerated.
- 7. Tenants agree that common areas, patio and yard space is to remain clear of garbage.
- 8. If replacement keys or garage remote is required, this is a cost incurred by tenants.
- 9. Tenants agree that a 'move out' clean is required to original 'move in' clean condition. If cleaning is required at final inspection, tenants agree to pay for cleaning services at \$38/hr.
- 10. Tenants agree that the carpet is to be professionally cleaned at move out.
- 11. Tenants agree that rental insurance is required.
- 12. Tenants agree that they are responsible for any damage in or outside of the home.

| amegr | 8/23/2021 | |
|---|---------------------|--|
| Tenant: John (Alex) McGregor | Date | |
| Tenant: Amanda McGregor | 93-Aug-2021 Date | |
| Landlord: Richard Provost 1245948 BC LTD | Date | |