



This is the 1st affidavit
of Richard Provost in this case and was
made on January 12, 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.

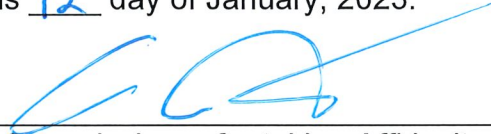
SWORN (OR AFFIRMED) BEFORE
ME at Kelowna, British Columbia
on January 12, 2023


.....
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 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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

last name

first and middle name(s)

last name

first and middle name(s)

(optional) phone number

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(S) called the 'rental unit' in this agreement:

| | | | | |
|-------------|-------------------------------|---------|----------|-------------|
| 1 | 1275 Brookside Ave | Kelowna | BC | V1Y 5T5 |
| unit number | street number and street name | city | province | postal code |

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

| | | | | |
|-------------|-------------------------------|---------|----------|-------------|
| 270 | HWY 33 | Kelowna | BC | V1X 1X7 |
| unit/site # | street number and street name | city | province | postal code |

daytime phone number

other phone number

fax number for service

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

\$2000.00

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

~~2250.00~~

by

01

SEPTEMBER

2022

day month year

B. Pet Damage Deposit ☐ not applicable

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
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord 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.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase 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

- 1) 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
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator 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.

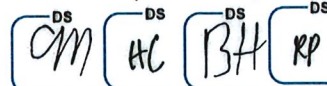
15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

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 not an Addendum 

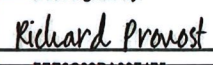
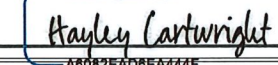


If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

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 'last name' field box to enter the full legal business name) | |
| 1245948 B.C. LTD. | |
| last name | first and middle name(s) |
| Signature:  | Date: 7/27/2022 |
| FEE8C69DA08F475... | |
| last name | first and middle name(s) |
| Signature: _____ | Date: _____ |
| TENANT(S): | |
| CARTWRIGHT | HAYLEY |
| last name | first and middle name(s) |
| Signature:  | Date: 7/27/2022 |
| A0082EAD6EA44F... | |
| HESSLER / MOENCH | BRAYDEN / CHAD |
| last name | first and middle name(s) |
| Signature:  | Date: 7/29/2022 |
| C9A55372EA03427... | |
| Signature:  | Date: 8/1/2022 |
| 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: **250-863-5832 OR 250-899-6190**

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 28th-30th 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:
Hayley Cartwright
A6082EAD8EA44F...
Tenant: Hayley Cartwright

DocuSigned by:
Brayden Hessler
C9A55372EA03427...
Tenant: Brayden Hessler

DocuSigned by:
Chad Moench
B6464ED10B854E5...
Tenant: Chad Moench

DocuSigned by:
Richard Provost
FEE8C69DA08F475...
Landlord: 1245948 BC LTD.

DocuSigned by:
Lori Cartwright
A8964E0A99174D9...
Parent: Lori Cartwright

DocuSigned by:
Darren Hessler
FCA4FEAD5B4441B...
Parent: Jacqueline Hessler

DocuSigned by:
Shannon Moench
6D8D5E8BFF2A402...
Parent: Shannon Moench

7/27/2022
Date:

7/27/2022

Date:

7/29/2022

Date:

8/1/2022

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 12 day of January, 2023.

A handwritten signature in blue ink, consisting of stylized, flowing letters that appear to be 'L', 'C', and 'B'.

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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the 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.

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

Khammanivong

last name

Vilayvanh (Vilay)

first and middle name(s)

St. Onge

last name

Francois

first and middle name(s)

587 899-3462

(optional) phone number

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

| | | | | |
|---|--------------------|---------|----|---------|
| 2 | 1275 Brookside Ave | Kelowna | BC | V1Y 5T5 |
|---|--------------------|---------|----|---------|

unit number

street number and street name

city

province

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

| | | | | |
|---|------------------|--------|----|--------|
| 1 | 4205-27th Street | Vernon | BC | V1T4Y3 |
|---|------------------|--------|----|--------|

unit/site #

street number and street name

city

province

postal code

250 863-6583

daytime phone number

other phone number

fax 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.

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 | MAY | 2021 |
| 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 | 2022 |
| 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 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):

* 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.

Landlord's
Initials

Tenant's
Initials

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 (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.

- | | | | | | |
|--|---|--|--|---|-----------------|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Carpets | |
| <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Parking for <table border="1" style="display: inline-table;"><tr><td>2</td></tr></table> vehicles | 2 |
| 2 | | | | | |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Snow removal | <input type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven | <input checked="" type="checkbox"/> Other: <table border="1" style="display: inline-table;"><tr><td>visitor parking</td></tr></table> | visitor parking |
| visitor parking | | | | | |
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| | | | | | |
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| | | | | | |
| <input type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 200px; height: 20px;"></table> | | | | | |

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 \$

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
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord 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.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase 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

- 1) 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
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator 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 unreasonable, the term is not enforceable.

Attached to this tenancy agreement, there ☒ 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: 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): 1245948 BC LTD. (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

Last name:

Signature: _____

first and middle name(s): _____

Date: _____

Last name:

Signature: _____

first and middle name(s): _____

Date: _____

TENANT(S):

Khammanivong

Last name:

Signature: _____

first and middle name(s): _____

Date: March 5, 2011

St. Onge

Last name:

Signature: _____

first and middle name(s): _____

Date: March 5, 2011

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 its terms, if it is for an improvement.

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 about the pet 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 submitted from a copy.

Change of Landlord – A new landlord has the same rights and duties as the previous one, but must follow, at the time of the inspection, unless the tenant and the 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 the problem is not solved, they may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or for 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 disputes can be resolved by dispute resolution.

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: FRANCOIS ST.ONGE

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

1. Rent of \$3,300 is due on the 30th day of the month paid by e-transfer 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.
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. 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. Tenants 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.

[Signature]
Tenant: Vilay Khammanivong

March 5/21
Date

[Signature]
Tenant: Francois St. Onge

March 5/21
Date

Landlord: Richard Provost
1245948 BC LTD

Date

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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) ☐ RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the 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.

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

Cole

last name

Cole

first and middle name(s)

Garniss

last name

Sarah

first and middle name(s)

780 691-8451

(optional) phone number

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

3

unit number

1275 Brookside Ave

street number and street name

Kelowna

city

BC

province

V1Y5T5

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

270

unit/site #

Hwy 33

street number and street name

Kelowna

city

BC

province

V1X1X7

postal code

250 863-6583

daytime phone number

other phone number

fax 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.

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 ☐ 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 |
| 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 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):

* 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.

Landlord's
Initials

Tenant's
Initials

3. 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 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.

| | | | | | |
|--|---|--|--|---|-----------------|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Carpets | |
| <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Parking for <table border="1" style="display: inline-table;"><tr><td>2</td></tr></table> vehicles | 2 |
| 2 | | | | | |
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| snow removal | | | | | |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input checked="" type="checkbox"/> Free laundry | <input type="checkbox"/> Furniture | <input type="checkbox"/> Other: <table border="1" style="display: inline-table;"><tr><td></td></tr></table> | |
| | | | | | |
| <input type="checkbox"/> Additional information: <table border="1" style="display: inline-table; width: 200px; height: 20px;"></table> | | | | | |

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 ☒ not applicable

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
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord 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.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase 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,
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11. OCCUPANTS AND GUESTS

- 1) 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
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator 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 anytime.
- 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

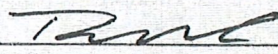
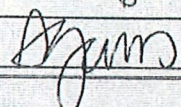
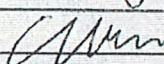
- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, 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 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: 1

Number of additional terms in the Addendum: 12

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 'last name' field box to enter the full legal business name) | |
| 1245948 BC LTD. | |
| last name | first and middle name(s) |
| Signature:  | Date: <u>Jan 29/2022</u> |
| last name | first and middle name(s) |
| Signature: _____ | Date: _____ |
| TENANT(S): | |
| GARNISS SARAH | |
| last name | first and middle name(s) |
| Signature:  | Date: <u>JAN. 29. 2022</u> |
| COLE COLE | |
| last name | first and middle name(s) |
| Signature:  | Date: <u>JAN. 29. 2022.</u> |
| 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: UNIT 3, 1275 BROOKSIDE AVE, KELOWNA B.C.

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

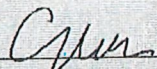
EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

TENANTS: COLE COLE & SARAH GARNISS

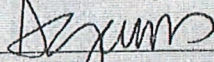
PHONE: 780-691-8451

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

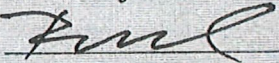
1. The lease term begins on FEB 14th 2022 for 6 mos. then month to month; the rent is \$3,500/mo due on the last day of the month payable to the email address provided above.
2. Tenants agree NO partying is permitted in or outside of the home.
3. Tenants agree NO smoking of any kind is permitted in the 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.
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).
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.



Tenant: Cole Cole



Tenant: Sarah Garniss



Landlord: Richard Provost
1245948 BC LTD

JAN. 29. 2022

Date

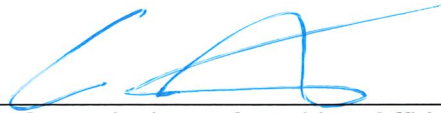
JAN. 29. 2022

Date

Jan 29/2022

Date

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).

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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

last name

first and middle name(s)

last name

first and middle name(s)

(optional) phone number

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

unit number

street number and street name

city

province

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

unit/site #

street number and street name

city

province

postal code

daytime phone number

other phone number

fax number for service

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

by
 day month year

B. Pet Damage Deposit ☐ not applicable

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
 - c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord 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.

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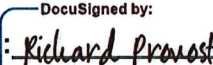


- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the *Residential Tenancy Act* and regulations, 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 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 'last name' field box to enter the full legal business name) | |
| 1245948 BC LTD. | |
| last name | first and middle name(s) |
| Signature:  | Date: 9/22/2021 |
| DADB10C35357463... | |
| last name | first and middle name(s) |
| Signature: _____ | Date: _____ |
| TENANT(S): | |
| OBRIGEWITSCH | NATHAN & JENNIFER |
| last name | first and middle name(s) |
| Signature:  | Date: 9/23/2021 |
| 423ABE2E7534466... | B75EFC51D3C4403... |
| PILLON | JULIE |
| last name | first and middle name(s) |
| Signature:  | Date: 9/23/2021 |
| 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 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

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 handwritten signature in blue ink, appearing to be 'LA', is written above a horizontal line.

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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) ☐ RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the 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.

last name

first and middle name(s)

last name

first and middle name(s)

and the TENANT(S):

ROCKWELL

last name

LEANNE

first and middle name(s)

last name

first and middle name(s)

250 718-7200

(optional) phone number

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(S) called the 'rental unit' in this agreement:

5

unit number

1275 Brookside Ave

street number and street name

Kelowna

city

BC

province

V1Y5T5

postal code

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

270

unit/site #

Hwy 33

street number and street name

Kelowna

city

BC

province

V1X1X7

postal code

250 863-6583

daytime phone number

other phone number

fax 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.

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 ☐ 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
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 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):

* 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.

Landlord's
Initials

Tenant's
Initials

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 (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) 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.

| | | | | |
|--|---|--|--|--|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Carpets |
| <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Parking for 2 vehicles |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Snow removal | <input type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven | <input checked="" type="checkbox"/> Other: visitor parking |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input checked="" type="checkbox"/> Window coverings | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input checked="" type="checkbox"/> Free laundry | <input type="checkbox"/> Furniture | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Additional information: | | | | |

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

by 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
 - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - ii) the landlord 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.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase 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

- 1) 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
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator 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 when the tenant and the landlord agreed to. Additional terms may cover matters such as pets, yard work, snowing 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, it is unenforceable. The term is not enforceable.
- c) Attached to this tenancy agreement are:

If there is an Addendum attached ☒ is Yes ☐ is No an Addendum is

Lease Agreement

Notes on the above, 27th Nov. 1944.

By signing this tenancy agreement, the landlord certifies that the property is fit for occupation and that the tenant is not a tenant of any other property in the same building or in the same premises.

LANDLORD(S):

1245948 BC LTD

1992

Signature:

652-653 (4/22/84) [unclear]

Date: Feb 14/22

1170

Signature:

Abstract

Date: _____

TENANT(S)

ROCKWELL

2014年12月15日

Signature

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 105–112

Date: Feb 19 2004

294 12/11/2018

Signature

Copyright © 2002 John Wiley & Sons, Inc. All rights reserved.

Date: _____

General Information about Residential Tenancy Agreements

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

Additional Terms - Any additional terms, conditions, or changes (any right or duty under the FTA or any financial 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 tender 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 the 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/land/procurement

Public Information Lines 1-800-465-3778 (toll-free) Greater Vancouver 604-680-1020 Victoria 250-387-1502

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

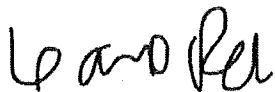
EMAIL: RICHARD@PMBCHOMEBUYERS.CA (same for email transfer)

TENANTS: LEANNE ROCKWELL

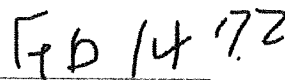
PHONE: 250-718-7200

THE FOLLOWING TERMS ARE AGREED TO BY THE TENANTS:

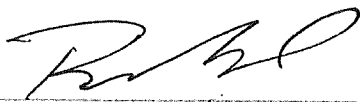
1. The lease term begins on FEB 14th 2022 for 6 mos. then month to month; the rent is \$3,450/mo due on the last day of the month payable to the email address provided above.
2. Tenants agree NO partying is permitted in or outside of the home.
3. Tenants agree NO smoking of any kind is permitted in the 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.
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).
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.



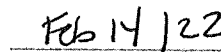
Tenant: Leanne Rockwell



Date



Landlord: Richard Provost
1245948 BC LTD



Date

This is Exhibit " F " 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

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 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 SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (form RTB-26) ☐ RTB-26 used & attached: ☐

RESIDENTIAL TENANCY AGREEMENT between: (use full, correct legal names)

the **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.

last name

first and middle name(s)

last name

first and middle name(s)

and the **TENANT(S)**:

MCGREGOR

last name

JOHN (ALEX)

first and middle name(s)

MCGREGOR

last name

AMANDA

first and middle name(s)

780 996-4856

(optional) phone number

780 232-6762

(optional) other phone number

ADDRESS OF PLACE BEING RENTED TO TENANT(s) called the 'rental unit' in this agreement:

| | | | | |
|-------------|-------------------------------|---------|----------|-------------|
| 6 | 1275 Brookside Ave | Kelowna | BC | V1Y 5T5 |
| unit number | street number and street name | city | province | postal code |

ADDRESS FOR SERVICE of the ☐ landlord ☒ landlord's agent:

| | | | | |
|-------------|-------------------------------|--------|----------|-------------|
| 1 | 4205-27th Street | Vernon | BC | V1T4Y3 |
| unit/site # | street number and street name | city | province | postal code |

| | | | |
|----------------------|--------------------|------------------------|--|
| 250 | 863-6583 | | |
| daytime phone number | other phone number | fax 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.

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 |
| 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

| | | |
|-----|-------|------|
| 31 | AUG | 2022 |
| 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 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):

* 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.

Landlord's
Initials

Tenant's
Initials

3. 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 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.

| | | | | |
|---|---|--|--|---|
| <input checked="" type="checkbox"/> Water | <input type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input checked="" type="checkbox"/> Carpets |
| <input type="checkbox"/> Cablevision | <input checked="" type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input checked="" type="checkbox"/> Parking for 2 vehicles |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Snow removal | <input type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven | <input checked="" type="checkbox"/> Other: visitor parking |
| <input type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input checked="" type="checkbox"/> Window coverings | <input checked="" type="checkbox"/> Other: street parking |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input checked="" type="checkbox"/> Free laundry | <input type="checkbox"/> Furniture | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Additional information: | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

by

| | | |
|-----|-------|------|
| 23 | AUG | 2021 |
| day | month | year |

B. Pet Damage Deposit ☐ not applicable

The tenant is **required to pay** a pet damage deposit of \$ **1,750**

by

| | | |
|-----|-------|------|
| 23 | AUG | 2021 |
| day | month | year |

1) The landlord agrees

- that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- 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

- the date the tenancy ends, or
- the date the landlord receives the tenant's forwarding address in writing.

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

- may not make a claim against the security deposit or pet damage deposit, and
- 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
 - when the tenant is entitled to possession,
 - when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - at the end of the tenancy.
- The landlord and tenant may agree on a different day for the condition inspection.
- 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.
- The landlord must give the tenant a receipt for rent paid in cash.
- 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 rent increase 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

- 1) 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
 - i) the purpose for entering, which must be reasonable, and
 - ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
 - b) there is an emergency and the entry is necessary to protect life or property;
 - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of an arbitrator 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 not an Addendum

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

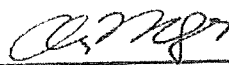

Number of pages of the Addendum:

1

Number of additional terms in the Addendum:

12

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 'last name' field box to enter the full legal business name) | |
| 1245948 BC LTD. | |
| last name | first and middle name(s) |
| Signature: _____ | Date: _____ |
| | |
| last name | first and middle name(s) |
| Signature: _____ | Date: _____ |
| TENANT(S): | |
| MCGREGOR | JOHN (ALEX) |
| last name | first and middle name(s) |
| Signature:  | Date: 08/23/2021 |
| MCGREGOR | AMANDA |
| last name | first and middle name(s) |
| Signature:  | Date: 23-Aug-2021 |

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

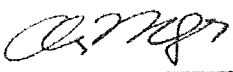
LANDLORD: 1245948 BC LTD. CONTACT: RICHARD PROVOST PHONE: 250-863-6583

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.



Tenant: John (Alex) McGregor

8/23/2021

Date



Tenant: Amanda McGregor

23-Aug-2021

Date

Landlord: Richard Provost
1245948 BC LTD

Date