

The Residential Group



Realty

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RESIDENTIAL TENANCY AGREEMENT

THIS AGREEMENT made the []

BETWEEN:

(Hereinafter referred to as Tenant(s) Passport #
Driving License # Company:
SIN # Home Address:

EMERGENCY TELEPHONE NUMBER & THE NAME:

AND: []

(Hereinafter referred to as "the Landlord")

1. The rental premises are [] single family dwelling, [] unit in a duplex, triplex or four-plex, []
condominium, _____ an apartment in a building located at

2. []

Street address

[]

City

Province

Postal Code

3. The term of this agreement shall be as follows:

- month to month tenancy []

- fixed term tenancy []

- if an option to extend is needed it must be agreed and initialed by both tenant and landlord

And shall begin on the [] day of [], 2008 and end on the [] day of

[] 2008

Extension to lease end date [] Tenant [] landlord []

The rent shall be \$ [] per month, term, and shall be payable in advance on or before the [] day

of each month, The first rent shall be payable on the [] day of [], 2008

All rental cheques must be delivered or mailed to the office of TRG Realty 101-1965 W 4th Ave. Vancouver, BC V6J 1M8 on or before due date.

Signature

Date

Tenant agrees to pay a late fee of \$30.00 per day for each day Tenant is late in rent payment. Tenant is responsible and shall reimburse landlord for any fees by bank for a Tenant's check returned.

4. The rent cheques are made payable to Landlord:

5. The following person is authorized to act on behalf of the Landlord and is specifically authorized to accept notice of the Tenant's complaints and to accept any service of legal process or notice (complete if different from the Landlord)

Andrew Kuras, Kip Smith Larry Johnson. Matthew Kuras

6. There will be person(s) occupying the rental premises (**Occupancy Maximum:** Studio Units 2 people, One Bedroom 2 people plus child, Two Bedrooms 4 people, Three Bedrooms 5 people) and their names are :

7. Except for casual guests no other person(s) shall occupy the premises without written consent from the Landlord.

8. a) Utilities will be paid by the parties indicated as follows:

	The Landlord	The Tenant
Electricity	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Telephone (local)	<input type="checkbox"/>	<input type="checkbox"/>
Basic Cable TV	<input type="checkbox"/>	<input type="checkbox"/>
Basic Internet	<input type="checkbox"/>	<input type="checkbox"/>
Parking stall(s)	<input type="checkbox"/>	<input type="checkbox"/>
Security Card(s)	<input type="checkbox"/>	<input type="checkbox"/>
Other specify	<input type="checkbox"/>	<input type="checkbox"/>

9. b) Appliances will be supplied and maintained in working order as indicated below:

	The Landlord	The Tenant
Stove	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>
Washer	<input type="checkbox"/>	<input type="checkbox"/>
Dryer	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>
Furnace	<input type="checkbox"/>	<input type="checkbox"/>
Hot water Heater	<input type="checkbox"/>	<input type="checkbox"/>
Other specify	<input type="checkbox"/>	<input type="checkbox"/>

c) Should the Owner(s) agree to including electricity, gas and water a monthly cap of \$50.00 (studio or one bedroom), \$75.00 (two bedrooms), \$125.00 (3 bedrooms) is to be applied. Any use over this amount is the Tenant's responsibility. Should the Tenant not pay the extra amount, these monies will be deducted from the Security Deposit.

10. The Landlord acknowledges receipt from the Tenant the sum of: \$ as a security deposit to secure the Tenant's performance of the obligations imposed by this agreement and \$ as a

Signature

Date

deposit for the value of the furniture. The total of \$ The following terms shall apply to the deposit:

- a) The Landlord may claim only the amount reasonably necessary to repair damages to the premises caused by the misconduct of the Tenant, except deterioration caused by fair wear and tear, or to remedy any other default by the Tenant under the provisions of this agreement.
 - b) If the Landlord claims any portion of the security deposit, he/she shall give to the Tenant a written accounting for the claim in the form prescribed by
The applicable act dealing with the Landlord and Tenant matters within 15 days of the Tenant's departure from the premises.
 - c) **The Landlord agrees to comply with all regulations with reference to the Provincial and Hotel Room Tax pursuant to the Hotel Room Tax if applicable.**
 - d) If there are any disputes with regards to the return of deposit monies Landlord & tenant agree to handle said disputes under the Residential Tenancy Act guidelines and under no circumstances hold TRG Realty, Andrew Kuras, Kip Smith, Larry Johnson, and Matthew Kuras liable.
11. The landlord shall at all times maintain the premises and appliances provided by him/her in a condition that applies with the Residential Tenancy Act.
 12. The Landlord shall give 1 (one) days' notice of his or her or the Realtor's intent to enter the Tenant's premises during reasonable hours, but such notice need not be given in the event of an emergency or if the Tenant consents to the Landlord's entry without such notice being given. The Landlord reserves the right to a suite inspection with reasonable notice to tenant.
 13. The Tenant agrees to take due precautions and that in case water or waste pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at his/her own expense as well pay for all damage caused.
 14. The Tenant agrees to assume responsibility for plugged toilets, sinks, and garburators and shall repair the same at his/her own expense as well as pay for all damage caused.

The Tenant agrees to assume responsibility for all lost keys and security cards and replace the lost items at his/her own expense. **The tenant agrees to return all the keys in person or by courier on the day of move out by 12:00 p.m. to the Office of TRG Realty 101-1965 W 4th Ave. Vancouver, BC. V6J 1M8**

15. If the Tenant remains in possession after a lawful termination without the Landlord's consent, the Landlord may apply to the Residential tenancy Branch for an order of possession. The Landlord may also recover damages from an over holding Tenant exceed the amount of any retained deposit.
16. The Tenant agrees not to assign or sublet the premises without the Landlord's written permission and consent. The Landlord shall not unreasonably withhold consent.
17. Shall the tenant require the use of the elevator for moving in and/or moving out the tenant is responsible for notifying the caretaker and for the elevator lockup charges.

Signature

Date

- 18. The Tenant agrees, upon termination of this contract, that the premises will be professionally cleaned and any damages caused during tenancy by the occupant(s) and/or their guests will be repaired at the expense of the Tenant. Any cleaning, replacement of belongings (furniture, dishes, etc.) or damages (other than normal Wear and tear) will be billed against the Tenant’s security deposit. Price to be determined.
- 19. Tenant shall properly use, operate and safeguard the Premises, all furniture, furnishings and appliances, and all electrical, gas and plumbing fixtures. Tenant shall immediately notify Landlord of any damage, and shall pay for all repairs or replacements caused by Tenant, or the guests or invitees of the Tenant, excluding normal wear and tear.
- 20. **Tenant acknowledges that the Landlord does not insure Tenant’s personal property. Tenant shall have the obligation to purchase rental insurance at its sole cost and expense if it so desires.**
- 21. Tenant has examined the Premises and the inventory list supplied with this Agreement. Tenant acknowledges that the Premises are clean and items on the inventory list are operative.
- 22. The Residential Tenancy Act governs this Tenancy Agreement and Landlord and Tenant agree to handle all disputes with the Residential Tenancy Branch.
- 23. Optional provisions
The following provisions are optional and may be used only if both parties agree. To be binding, both parties must initial the optional provision:
 - a) The Tenant agrees to notify the Landlord of an intended absence of more than seven days and will permit the Landlord to enter the premises during the absence if reasonably necessary.
 - b) The Tenant is allowed the following pets: Should the owner agree to pets, the Tenant agrees to have carpets and furniture steam cleaned and fumigated. The Tenant assumes responsibility for any damages that may be caused by the pet including fumigating.
 - c) Please note **ALL SUITES ARE NON-SMOKING**
 - d) Other:

THIS DOCUMENT is intended to be a complete record of the rental agreement. Both parties are to have a complete copy of this agreement. All promises and agreements must be included here in writing and agreed by both parties or they are not enforceable.

Landlord or Landlord’s Agent

Tenant (s)

Signature

Date