

## Lease Agreement:

1. Month-to-month placements are also available for furnished rentals. Rental fees include cable, telephone (local calls) and hydro-electricity (with a cap of \$50.00 per month). High speed internet is available in apartments.
2. First month's rental fee plus security deposit and furniture deposit will be required up front for furnished rentals - 50% deposit for unfurnished rentals. A Rental Period is deemed to be from the 1st of the month to the end of the month.
3. Month-to-month placements are also available for furnished rentals. Rental fees include cable, telephone (local calls) and hydro-electricity (with a cap of \$35.00 per month). Light speed internet is available in select apartments.
4. A 50% deposit is required for pets and must be arranged in advance.
4. The tenant is required to give one month's notice within the regular month to month tenancy prior to moving out. This means that if the rental payment is due on the last day of the month, notice must be given as applicable to the rental period. In addition, the landlord also reserves the right to terminate tenancy within the same guidelines as stated above. 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
5. Under no circumstances are tenants allowed to sublet apartments without written permission of the landlord.
6. The landlord reserves the right to inspect any and all suites at any time, provided a 24 hour notice is provided to the tenant. This protects both the tenant and owner and ensures that the rules and regulations of this agreement are being followed.
7. Except for casual guests, no other person(s) shall occupy the premises without written consent from the landlord.
8. Fines for Bylaw and Rule and Regulation Violations. An infraction of the bylaws of the building (depending on location) or any of the Bylaws on the part of a student/tenant or invited guest will be subject to:
  - a. First violation: warning letter
  - b. Second violation: \$50.00 fine
  - c. Further violations: \$200.00 and notice served to vacate property.
9. In the event of a cancellation, security deposits may be held back in lieu of rent. If the owner/agent is not successful in finding a suitable tenant rents may also be held back. Any costs associated with renting out of the apartment (such as advertising and marketing) will be deducted.
10. Rent is due on the last day of every month -- NO EXCEPTIONS. NSF cheques are subject to a \$30 fee. An additional \$30/day for each day after the last day of the month that rent is not paid will be charged back to the tenant.
11. Tenants are responsible for property contained within the suites and for damages. Any items found missing or any damages incurred will be deducted from the tenant/tenants damage deposit and tenants may be subject to legal action.
12. Cleaning fees will be deducted from the security deposit. Any excessive damages, charges, penalties, or carpet cleaning fees will be charged separately.
13. Check out times are at 1pm on the day the tenancy ends, unless the landlord and tenant otherwise agree.
14. Damage deposits will be held back for two weeks from date of departure. This will allow proper suite inspection, key collection, and bill settlements.
15. Must be 21 years of age or older.
16. No smoking allowed within premises.
17. Repairs

### Lease Agreement:

a. Landlord's Duties

- i. The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety, and housing standards required by law.
- ii. If the landlord is required to make a repair to comply with the above duties, 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.

b. Tenant's Duties:

- i. The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the residential premises and residential property. The tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a wilful or negligent act or omission of the tenant or invited guests of the tenant. The tenant is not responsible for reasonable wear and tear to the residential premises.
- ii. If the tenant does not comply with the above duties, the landlord may discuss the matter with the tenant and may seek a monetary order through arbitration under the Residential Tenancy Act for the cost of repairs, serve a Notice to End a Residential Tenancy, or both.
- iii. The tenant/student 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.
- iv. The tenant agrees full responsibility for all lost keys and security cards/fobs and replace the lost items at his/her own expense. Lost cards/fobs - \$50.00 each to replace. Keys charged separately.
- v. Shall the tenant require the use of the elevator for moving out he/she is to notify the owner/agent to make the necessary arrangements 48 hrs prior to departure.

18. Occupants and Invited Guests

- a. The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. If the number of permanent occupants is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the Residential Tenancy Act.
- b. 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.
- c. The rules as set out in the previous page are binding and student/tenants that do not adhere to these rules are subject to immediate termination of rental agreement. Failure to comply with above rules, will result in immediate eviction and may also result in loss of damage deposit.

I, \_\_\_\_\_, have read and understood the agreement put in place by the Landlord and agree to abide to the terms and regulations as laid out in this contract, dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Address of property: \_\_\_\_\_

Name of Tenant: \_\_\_\_\_

Monthly rent amount (\$): \_\_\_\_\_

Security deposit amount collected (\$): \_\_\_\_\_

\_\_\_\_\_  
Tenant For Landlord

Note: The Landlord reserves the right to make changes to this agreement as it sees fit. The Landlord/agent is not responsible for lost or stolen items.

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\*\*\*NOTE: Credit checks and references may be required\*\*\*

## Lease Agreement:

### PRIVACY DISCLOSURE

AN EXPLANATION OF THE RELATIONSHIP BETWEEN YOU AND A REALTOR AND OF THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

REALTOR is a trademark describing members of The Canadian Real Estate Association who subscribe to a strict Code of Ethics and a high standard of professional service.

### DEFINITIONS

The **Brokerage** is the real estate company under which the individual is licensed.

The **Licensee** is the managing broker, associate broker and/or representative of a Brokerage.

**REALTOR** is often used interchangeably with **licensee, real estate agent or representative** and, in BC, is licensed under the *Real Estate Services Act*. A Licensee can use the term REALTOR if he/she belongs to a local real estate board or association that enforces a strict Code of Ethics.

The **Boards** are the real estate boards and associations in whose jurisdiction the property is located and/or of which the Brokerage or the REALTOR is a member. They are boards and associations which assist REALTORS to market, sell or lease real estate. The Boards also provide ongoing training for their members, enforce ethical standards and help resolve disputes between members and the public.

The **Multiple Listing Service®** is a computerized database of real estate listings and sales. It is operated by the Boards in conjunction with other real estate boards and The Canadian Real Estate Association.

**Personal Information** means any personal information about you, including your name, address, phone number, financial information and may include information about your property (such as listing and selling price, lease rate, listing term, etc.).

The **buyer/tenant** is often referred to as the purchaser.

The **seller/landlord** is often referred to as the vendor.

The **principal** is someone who has engaged a Brokerage to act for and on his or her behalf either to buy, sell or lease real estate.

The **landlord** is often referred to as the lessor.

The **tenant** is often referred to as the lessee.

This pamphlet has been designed to explain various types of agency relationships, the collection, use and disclosure of personal information, and to help you understand what it all means. If you are still unclear about these concepts, feel free to seek legal counsel.

## Lease Agreement:

### PRIVACY

REALTORS, Brokerages and real estate boards need to collect, use and disclose some personal information to help you sell, buy or lease real estate. We respect your privacy and want to ensure you understand how and why your information is collected, used and disclosed in a real estate transaction.

**How is my personal information collected?** Most personal information will be collected directly from you through the contracts and other documents you fill out (e.g., Multiple Listing Contract, Contract of Purchase and Sale, Offer to Lease, seller's Property Disclosure Statement) and through discussions you have with your REALTOR. Some information may be collected from other sources such as government departments and agencies (e.g., land Title Offices, BC Assessment), financial institutions and mortgage brokers.

**To whom may my personal information be disclosed?** Your information may be disclosed to (or may be accessible by) the Boards and their staff and members, other real estate boards and their staff and members, other REALTORS and their clients, government departments and agencies, financial institutions, legal advisors, service providers, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and members of the public, for the purposes described on the next panel.

Not all of your information will be accessible to each of the above-mentioned entities. For example, once the listing term has ended, the general public will not have access to your information unless it is otherwise available through public registries (e.g., BC Assessment, land Title Offices).

### PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION

**Why is my personal information collected, used and disclosed?** Your information may be collected, used and disclosed for some or all of the following purposes:

- a) To allow members of real estate boards (including REALTORS and appraisers) to appraise your property.
- b) To list your property with the Multiple Listing Service® in order to market your property.
- c) To market your property for sale or lease through any other media (both print and electronic).
- d) To help you locate a suitable property to purchase or lease.
- e) To facilitate the purchase and sale or lease transaction (by cooperating with financial institutions, legal advisors and government departments and agencies).
- f) To allow the Boards and other real estate boards and their members (including REALTORS and appraisers) to compile current and historical statistics on sales and property prices and lease rates, and to conduct comparative market analyses. Information about your property will be retained in the Multiple Listing Service® for these purposes after your property has sold or leased or your listing has expired (if you are a seller/landlord) and after you have purchased or leased your property (if you are a buyer/tenant).
- g) To enforce codes of professional conduct and ethics for members of real estate boards (by cooperating with real estate boards, the British Columbia Real Estate Association, the Real Estate Council of British Columbia, The Canadian Real Estate Association and other regulatory bodies).
- h) To comply with legal requirements and to act pursuant to legal authorizations.

The above-mentioned collections, uses and disclosures are a necessary part of your relationship with your REALTOR.

## Lease Agreement:

### PURPOSES FOR COLLECTING, USING AND DISCLOSING PERSONAL INFORMATION

**Will my personal information be collected, used and disclosed for any other purposes?** Your information may also be collected, used and disclosed for the following additional purposes:

- a) Your REALTOR may communicate with you in future to determine whether you require additional real estate services.
- b) Your REALTOR may communicate with you to provide information about other products or services which may interest you.
- c) Other REALTORS may communicate with you to determine whether you require additional real estate services.

These additional purposes are optional. If you do not want your personal information disclosed or used for these purposes, please contact the Board's privacy officer. Contact information for all real estate boards within BC can be found at the British Columbia Real Estate Association (BCREA) website: [www.bcrea.bc.ca](http://www.bcrea.bc.ca) or telephone 604.683.7702, or toll free 1.877.361.3626.

### YOUR RESPONSIBILITIES AS A BUYER/TENANT OR A SELLER/LANDLORD

As a buyer/tenant or a seller/landlord, you should:

- Carefully read all documents and understand what you are signing.
- If you need special or expert advice, seek other professionals such as lawyers, notaries, accountants, home inspectors, contractors, engineers and surveyors.