

RESIDENTIAL TENANCY AGREEMENT

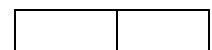
Addendum

- 1. RENTAL PERIOD AND TERMS OF TENANCY.** If the tenant ends the fixed term tenancy before the end of the original term as set out above, the landlord may, at the landlord's option treat this Tenancy Agreement as being at an end. In such event, the sum of **two month's rent** shall be paid by the tenant to the landlord as liquidated damages and not as a penalty to cover the administration costs of rerenting the said premises. The landlord and tenant acknowledge and agree that the payment of the said liquidated damages shall not preclude the landlord from exercising any further right of pursuing any other remedy available in law or in equity, including, but not limited to, damages to the premises and damages as a result of rental income due to the tenant's breach of the terms of this agreement.
- 2. ENDING THE TENANCY.** The parties agree that the tenancy shall end at 1:00 PM on the afternoon of the last day of the tenancy (the rental period). The tenant understands and agrees that the premises may be shown to possible new tenants in accordance with the Act. The tenant agrees to fully co-operate in the interest of incoming tenants.
- 3. ARREARS.** Late payment returned and/or non-sufficient fund cheques (NSF) are subject to a minimum service charge of **\$30.00** each or the then current rate charged for such services by R. JANG & Associates Ltd. whichever is more. Although a service charge is payable by the tenant to the Landlord, the failure to pay the rent on the due date is a fundamental breach of this Agreement. The obligation of the tenant under this Agreement and by law requires the rent to be paid on the date that it is due. For example, an excuse by a tenant that he or she does not have the money or will not have the money until a later date is not an acceptable excuse in law.
- 4. EMERGENCY PHONE NUMBER: 778-323-1012 (24 hrs)**
- 5. HAZARDS:** The tenant shall immediately notify the landlord (which includes the building manager) in the event of a discovery of a fire or the escape of water, gas or other substance starting from the tenant's premises or elsewhere in the Residential Property. In addition, the tenant shall immediately warn any other occupants in the Residential Property threatened by such hazard
- 6. LIABILITY AND INSURANCE.** The tenant promises and agrees with the landlord not to do or permit to be done anything which may void or render voidable the policy or policies of insurance covering the Residential Property and Premises, or which may cause the premiums in respect of the policies to be increased. If the premiums are increased as a result of a breach of this promise, the tenant undertakes to indemnify and save harmless the landlord against such increases in premiums and the indemnity will not prejudice the landlord's right to proceed against the tenant for breach of this covenant. Unless the landlord is in breach of a lawful duty, the tenant waives and releases the landlord from any liability whatsoever in connection with the use by the tenant or guest of the premises, or Residential Property, services, furnishings, equipment and facilities supplied by the landlord, including injures or damage caused by anything done or admitted to be done by any of the tenants or the tenant's guests, in the Residential Property, or by the landlord or his agents, servants, or employees, or independent contractors.
The tenant, acting prudently, shall carry sufficient insurance coverage for his personal property, together with sufficient insurance coverage including fire, smoke, water damage, theft, and third-party liability.

The Tenant Has a current tenants insurance and liability policy YES_____ NO_____

The tenant agrees and promises with the landlord to indemnify and save harmless the landlord in respect of all liabilities, fines, suits, claims, demands, damages, and actions of any kind for which the landlord may become liable by reason of breach of, or non-performance by the tenant, or the tenant's guest of any covenant, promise, agreement, or term of this agreement, or by reason of any act or default by the tenant, or tenant's guest, or tenant's pet. This indemnity shall, where the breach, non-performance. Damage to property personal injury or death occurs during the term of this agreement, survive termination of this agreement.

- 7. USE OF PREMISES.** Tenants and guests shall use the premises for private residential purposes only and not for any illegal unlawful commercial or business purposes. No public meetings or assemblies shall be held on the premises. No business or commercial advertising shall be placed on or at the premises When window coverings are supplied by landlord, the tenant's drapes and curtains may not be used without landlord's permission. The tenant shall not make or cause any structural alterations to be made. Painting and papering and decorating shall be done only with the prior written consent of the landlord with authorized colours only. Hooks, nails, tapes or other devices for hanging pictures or plants or for affixing anything to the structure shall be of a type approved by the landlord and shall only be used with the landlord's prior written consent. Heavy appliances or equipment of any kind may not be installed by the tenant without written permission of the landlord. Automobile and other repairs shall not be done in parking areas or on landlord's property
- 8. PETS** Having regard to the quiet enjoyment and health requirements of the occupants in the residential property as well as the nature of the property the tenant shall not keep or allow to be kept any pets such as dogs or cats domestic or wild fur bearing or otherwise unless specifically permitted in writing in advance by the landlord acting reasonably. Where the landlord has given his permission in advance in writing the tenant shall ensure that the pets do not disturb other persons in the residential property or adjoining property and further the tenant shall ensure that no damages occur to the residential property and premises as a result of having the pets This is a material condition of the agreement. Any damages occur of any nature whatsoever caused by the said pets, the tenant shall be liable for such damages and shall pay the landlord sufficient monies to compensate the landlord in respect of damages, expense legal fees, or any other reasonable costs incurred by the said landlord. Further if the landlord gives notice to the tenant to correct any breach, and the tenant fails to comply within a reasonable time the landlord has a right to end the tenancy along with making the appropriate claims against the tenant. Having regard to the potential noise factors and mess, the tenant shall not encourage or feed wild birds or animals at or near the residential property.
- 9. CONDUCT.** In order to promote the safety, welfare, enjoyment, and comfort, of other occupants and tenants of the Residential Property the tenant and guest shall not disturb, harass, or annoy other occupants of the Residential Property or neighbours. in addition, noise of any kind, which in the reasonable opinion of the landlord may be calculated to disturb the comfort of any other occupant of the Residential Property shall not be made by a tenant or guest, nor shall any noise whatsoever, including the playing of any musical instrument be repeated or persisted after a request to discontinue such noise has been made by the landlord. The tenant or tenant's guest shall not cause or allow loud conversation, music, television, radio, or an irritating noise to disturb the peaceful enjoyment of other occupants at any time, and in particular between the hours of 10:00 p.m. and 9:00 a.m. Any tenant or tenant's guest who causes other occupants to vacate their premises or the Residential Property because of such noise or other disturbances, harassment or annoyances, shall indemnify and save harmless the landlord for all costs, losses, damages, or expenses caused thereby. The landlord may end the tenancy pursuant to the Act as one of its remedies.



10. **SERVICE OF NOTICE.** Any tenant shall accept any notice, process or document required or permitted to be given, when served personally on any adult occupant of the tenant's premises or served by delivering to, mailing to or posting upon that part of the premises known as, or used as the residence of the said occupant, according to the Act.

11. **STORAGE.** All luggages, vehicles, or other property of the tenant, stored on the residential property, shall be kept in safe condition in proper storage areas and shall be at the tenant's risk for loss, theft or damage from any cause whatsoever. Only vehicles listed in the tenancy application (and no other vehicles) may be parked not stored on the residential property. The parking areas are to be occupied by vehicles which are in operating condition, currently licensed, and insured. You cannot store vehicles which are, for example, on blocks or are not in operating condition. Bicycles are to be stored in the designated areas only. They shall not be kept, left or stored on balconies, or in hallways. They cannot be moved through lobbies, hallways, placed in elevators. The tenant shall be responsible for any claims, expenses, and damages of any nature as a result of the failure to obey the terms of this Agreement. In addition, no hazardous or dangerous items shall be kept or stored on the residential property or residential premises.

12. **RUBBISH.** No rubbish, boxes or papers shall be placed or left in corridors, parking areas or other common areas of the residential property, except those areas designated for disposal. All garbage shall be drained, bagged, or wrapped, and tied securely before being placed in chute or approved receptacle. Spillage shall be cleaned up immediately by the person responsible. Tenants must comply with the building recycling methods.

13. **FLOORS.** All hardwood surface floors shall be kept clean and properly waxed by the tenant. The tenant shall, within one month of the commencement of the rental period properly carpet all traffic areas which previously bare floor were, to the landlord's reasonable satisfaction.

14. **OUTSIDE.** Rugs, mops, rags and dusters shall not be shaken out of windows, doors, or in common areas of the residential property. Nothing shall be thrown from or placed on or hung on or affixed to the inside or outside of windows, doors, balconies, or the exterior parts of the building. Awnings, aerials and cables or wires shall not be installed on the residential property. Barbecues shall not be used on or in the premises without the prior written consent of the landlord. No bicycles or barbecues shall be stored on the balconies.

15. **MOVING.** The tenant's possessions and furniture shall be moved in or out of the building through designated doors and in a competent manner, at the risk of the tenant and mover. The mover or tenant or both shall be liable for any costs of moving, including any costs resulting from injury, or from damages to the tenant's possessions and furniture, or from damage to the landlord's property and services. The tenant agrees that the mover engaged is the tenant's agent and the tenant is responsible as a principal, for any damages caused by the mover to the Landlord's property or services.

16. **COMMON AREAS.** The tenant shall not misuse common areas of the residential property, but shall use them prudently, safely and equitably and shall conform to all notices, rules or regulations posted on or about the residential property concerning the use of common areas, including, the use of laundry room, recreation room, swimming pool, parking areas and storage. and including restriction of their use to tenants only and restriction on use by children. All such use shall be at the sole risk of the tenant and the tenant's guest.

17. **WATERBEDS.** The tenant shall obtain the consent of the landlord in writing if he or she intends to store or use a waterbed in the premises. Under no circumstance will waterbeds without proper frames and safety liners be allowed. The Landlord's approval shall be subject to the tenant providing the landlord with written evidence that the tenant has in place waterbed liability insurance with a minimum coverage of \$200,000.00. The tenant shall not bring on the premises, or the residential property any furniture, appliances, or other chattels which can be considered to be liquid filled without the landlord's written consent.

18. **CONTRACTUAL.** Where a tenant is required to obtain the landlord's permission, it is deemed to be required in advance. It is agreed that (a) words imparting the singular shall also mean plural, and vice versa, except where the context indicates otherwise; (b) the words "applicant, occupant and tenant" used in the Application, Tenancy the Residential Tenancy Agreement, and in rules and regulations forming part thereof, mean all proposed and actual occupants of the premises rented, and include quests where applicable; (c) the word "landlord" includes the owner and his authorized agents and employee's where applicable. Words imparting a male person include a female person. The tenant's obligations shall be joint and several if there is more than one tenant. If there is more than one landlord, the landlord's obligations shall be joint and several. A breach of this Residential Tenancy Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the Act and thus regain vacant possession of the premises.

19. **FORM K.** Where the rental premises are a registered strata lot the tenant(s) agrees to complete the Form K Tenant's Undertaking prior to possession and will at all times during the period of the tenancy comply with the provisions of the Strata Property Act as it affects them as tenant(s) and occupier(s) of the strata lot. The tenant(s) agree to abide by the provisions of the bylaws and the rules and regulations of the Strata Corporation as adopted from time to time.

20. **DISCLOSURE** The tenant acknowledges and agrees that the landlord or landlord's agent is not representing or acting on behalf of the tenant in this agreement.

21. The Landlord reserves the right to conduct monthly inspections of the interior of the premises during the term of this tenancy.

22. **SMOKING.** The tenant agrees to the following material term regarding smoking:

No smoking of any combustible material is permitted on the residential property, including within the unit.

ADDITIONAL TERMS:

23. No barbecues allowed on the property.

24. No flags, posters or banners of any kind or signs can be displayed on the property.

25. No lounging on the front lawn. No Yard sales on the property. No towels, clothing, etc. to be hung over rails. No during racks on patio/balconies.

26. No air conditioners to be installed on the windows.

27. No furniture, beds, sofas etc. to be discarded on the property and/or in the unit after the move-out date, otherwise a minimum \$175 disposal fee will be charged against the damage deposit.

By initialling each page of this Addendum, the Tenant hereby acknowledges having read this Tenancy Agreement Addendum and agrees to the provisions contained herein and acknowledges receipt of a duplicate copy. The parties intending to be legally bound agree to the terms and conditions of this Agreement.

