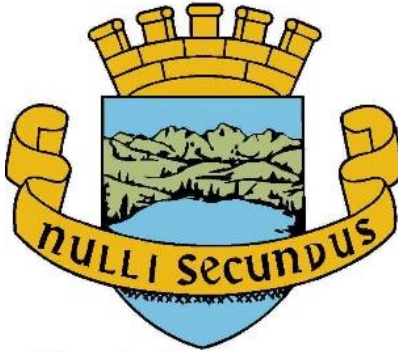


District of



Coldstream

District of Coldstream
Opportunity Profile-2024-11

House Rental

Date of Issue: December 18, 2024

1.0 GENERAL INFORMATION

1.1 Invitation to Prospective tenants

This opportunity is an invitation by the District of Coldstream (“District”) to prospective tenants to submit a Proposal for a three (3) year term rental (with the option at the District’s discretion for two (2) additional one (1) year extensions) of Sovereign House within Sovereign Park located at 7604 Kidston Road, Coldstream, BC.

The tenant will reside in Sovereign House (“rental unit”) provided by the District and located within Sovereign Park. The house is an approximately 4,000 square foot estate home on a lawn terrace with four (4) bedrooms and three (3) bathrooms above Kalamalka Lake.

1.2 Contract Information

The term of the contract will be three (3) years commencing April 1, 2025, with the option to extend for two (2) one (1) year terms upon mutual agreement of both parties.

The tenant will be required to enter into the Residential Tenancy Agreement which is attached to this Opportunity as Appendix ‘A’.

1.3 Site Tour

Site Tours will be scheduled for January 14 at 10:00 AM and January 23 at 3:00 PM. Registration is required, please email purchasing@coldstream.ca to register for one of the tours no later than 24 hours before the site tour. Prospective tenants must attend one of the site tours.

1.4 Timetable

Opportunity Issue Date	December 18, 2024
Site Tour #1	January 14 at 10:00 AM
Site Tour #2	January 23 at 3:00 PM
Deadline for Questions	January 27, 2025
Submission Deadline	January 30, 2025
Estimated Evaluation of Prospective tenants	February 3, 2025 – February 7, 2025
Potential Interviews	February 4, 2025 – February 7, 2025
Anticipated Execution of Agreement	February 14, 2024

The timetable is tentative only and may be changed by the District at any time.

2.0 Instructions to Prospective tenants

2.1 Inquiries & Clarification

All questions and requests for clarification relating to this Rental Opportunity will be directed to facilities and purchasing at purchasing@coldstream.ca and must be received by the District on or before 3:00 PM on January 27, 2025. Prospective tenants must not visit the site at any time outside of the scheduled site tours. Email is the only method of contact for inquiries and questions.

2.2 Addenda

If at any time before the Closing Date and Time the District changes, revises, deletes, clarifies, increases or otherwise modifies this document, the District will issue a written Addendum to the Opportunity which will be posted to the District's website:

- A. District's Website: www.coldstream.ca

The Proponent must acknowledge receipt of all addenda issued during the process, there is a field to do so on the Proposal Submission Form.

2.3 Modification or Withdrawal of Proposals

Modification to Proposals already submitted will only be allowed if submitted in writing prior to the Closing Date and Time unless requested by the District for purposes of clarification.

Submitted Proposals may be withdrawn by email to purchasing@coldstream.ca provided such notice of withdrawal is received prior to the Closing Date and Time.

2.4 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by the District at any time after the Closing Date and Time.

3.0 SUBMISSION REQUIREMENTS

3.1 Mandatory Requirements

All requirements described in this Section 3.0 are mandatory and must be met for a Proposal to be considered compliant.

3.2 Content

Each proposal should contain, at a minimum, the following:

- Covering letter;
- Completed Proposal Submission Form as per Schedule 2; and
- References for tenancy.

3.3 Closing Date and Time

Proposal submissions must be received by the District on or before 2:00 PM on January 30, 2025.

Proposals may be submitted electronically via email to purchasing@coldstream.ca or delivered in person to the Coldstream Municipal Office at 9901 Kalamalka Road, Coldstream, BC. For email submissions, the Closing Date and Time will be determined by the email system web clock.

Late submissions will not be accepted.

4.0 EVALUATION & SELECTION

4.1 Preliminary Evaluation

Proposals will first receive a preliminary evaluation to determine if they meet all submission requirements described in Section 3.0. Proposals determined to not meet the submission requirements will be deemed unresponsive and not evaluated further, subject to the District's right to waive minor deficiencies.

4.2 Evaluation of Proposals

The District will evaluate Proposals based on:

- 1) the rent offered;
- 2) references provided; and
- 3) any other information the District deems applicable, such as additional value-added propositions offered by the prospective tenant.

The District may elect to short-list some of the Prospective tenants and require short listed Prospective tenants to provide additional information or details, including an interview. This information would be incorporated to complete the evaluation.

5.0 TERMS AND CONDITIONS

5.1 Preparation of Proposal

All Prospective tenants will be solely liable for all costs incurred in the preparation of proposals in response to this Opportunity. This document does not commit the District to award a contract, to pay costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

5.2 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the District or their immediate families which might in any way be seen by the District to create a conflict.

5.3 No Claim

Except as expressly and specifically permitted in this Opportunity Profile no Proponent will have any claim for any compensation of any kind whatsoever, relating to this document and by submitting a Proposal each Proponent will be deemed to have agreed that is has no claim.

5.4 No Obligation to Proceed

Though the District fully intends at this time to proceed through the process, in order to select the tenant, the District is under no obligation to proceed to the Contract, or any other stage. The receipt by

the District of any information will not impose any obligations on the District. There is no guarantee by the District, its officers, employers, or managers that the process will be initiated by the issuance of this document will continue, or that this process or any rental opportunity process will result in a contract with the District for rental tenancy.

5.5 District's Reservations

The District reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this Opportunity at any time;
- b) re-advertise the Opportunity or to commence a new procurement process in any other form;
- c) after the Closing Date and Time, to not evaluate any Proposal;
- d) waive any minor defect or minor irregularity in a Proposal;
- e) after evaluation of Proposals has been performed, to not invite any Prospective tenants to enter into the Contract;
- f) after inviting one or more Prospective tenants to enter into the Contract, to not execute the Contract; and
- g) amend or negotiate terms of the Contract including contents of Schedule 1 and Schedule 2 with one or more Prospective tenants.

5.6 Applicable Law

The law applicable to this Opportunity will be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this Opportunity will be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

5.7 Freedom of Information and Protection of Privacy Act

Information received by the District will be held in confidence and will become the property of the District. The District is however, bound by the provisions of the Freedom of Information and Protection of Privacy Act, and all parties are advised that submissions will be treated as public documents and their contents disclosed if required to do so, pursuant to the Act.

**SCHEDULE 1
RENTAL UNIT**

1.0 Rental Unit

The Tenant will reside in the rental unit provided by the District and located within Sovereign Park located at 7604 Kidston Road, Coldstream, BC. The rental unit includes the following features:

- Approximately 4000 SF estate home
- Four (4) Bedroom
- Three (3) Bathrooms: Two (2) full Bathrooms and one (1) half bathroom
- Located on a lawn terrace within the Park
- Includes a partial basement for storage and outside storage shed for the Tenant's use
- Includes the following:
 - Fridge
 - Stove
 - Dishwasher
 - Chest freezer in basement
 - Washer and Dryer
 - Natural Gas Heat
 - Parking for two (2) motor vehicles

2.0 Requirements of Tenant

The Tenant will be required to:

- Sign the Tenancy Agreement as per Appendix 'A';
- Pay all charges for phone, cable, internet, electricity, heating, gas, water and all other utilities and services;
- Keep the premises and fixtures in good condition and not make alterations, additions or re-decorations to the rental unit without the written consent of the District;
- Prior to entering into the Tenancy Agreement, provide the District a criminal record check, satisfactory to the District at its sole discretion, for all adults residing in the home;
- Be solely responsible for Insuring the contents of the premises against loss or damage;
- Observe and report any concerns to the District in writing (via email) or to contact emergency services immediately in case of emergency; and
- Daily between April 1 and October 31:
 - Open the lower Parking Lot gate by 7:00 AM and close it at dusk.

The Tenant will agree to pay the District as Landlord a monthly rent for use of the rental unit and will enter into a Tenancy Agreement with the District as shown in Appendix 'A'.

Prospective tenants must specify their rental expectations on the Proposal Submission Form, the minimum monthly rent is \$2,500.00 not including utilities.

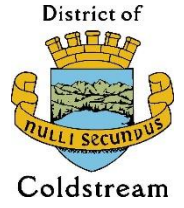
Park Site Plan: Rental Unit within black lines



SCHEDULE 2
PROPOSAL SUBMISSION FORM



PROPOSAL SUBMISSION FORM



District of Coldstream
Opportunity Profile-2024-11

HOUSE RENTAL

Submitted by: _____
(individual or company name)

1.0 Proponent Information

Individual Name	
Street Address	
City, Province, Postal Code	
Tel No.	
Email	
Name	
Signature	
Date	

2.0 Rent

Proposed rent to be paid to the District for the Rental Unit including all requirements described in Schedule 1.

The minimum monthly rent is \$2,500.00 not including utilities.

	Monthly
PROPOSED MONTHLY RENT	\$

3.0 Addenda

We acknowledge the receipt of the following Addenda related to this Opportunity and have incorporated the information received in preparing this Proposal:

Addendum No.	Date Issued	Date Received

4.0 Tenancy References

Please provide a minimum of three (3) references that the District may contact to verify previous or current tenancy.

Landlord name	
Telephone & Email	
Date of tenancy	
Comments	

Landlord name	
Telephone & Email	
Date of tenancy	
Comments	

Landlord name	
Telephone & Email	
Date of tenancy	
Comments	

**Appendix 'A'
DRAFT TENANCY AGREEMENT**

Tenancy Agreement

DATED at _____, British Columbia on _____
(day) (month) (year)

BETWEEN

District of Coldstream
9901 Kalamalka Road
Coldstream, BC V1B 1L6

(the "Landlord")

AND

[insert name and address]

(the "Tenant")

- A. The District owns and maintains a park known as Sovereign Park that is located at 7604 Kidston Road, Coldstream, British Columbia and the park contains a residence shown in bold outline on the Park Site Plan, included in attached Schedule "A" (the "**Opportunity Profile**");
- B. The District of Coldstream issued an Opportunity (the "**Opportunity Profile**") as an invitation to prospective tenants for Proposals for a term rental of Sovereign House, a copy of which is attached as Schedule "A" and forms part of this Agreement;
- C. The tenant submitted a proposal (the "**Proposal**") in response to the Opportunity, a copy of which is attached as Schedule "B" and forms part of this Agreement, and
- D. The District accepted the proposal submitted by the Tenant and the Tenant agreed to rent the Rental Unit from the Landlord and reside in it subject to the following terms and conditions:

1. **Application of the Residential Tenancy Act [RTA]**

- (a) 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 term. 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.
- (b) Any change or addition to this Tenancy Agreement must be agreed to in writing and initialled by both the Landlord and the Tenant. If a change is not agreed to in writing, is not initialled by both the Landlord and the Tenant or is unconscionable, it is not enforceable;
- (c) The requirement for agreement under subsection (b) does not apply to the following:

- (i) a rent increase given in accordance with the *Residential Tenancy Act*;
- (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*;
- (iii) a term in respect of which a Landlord or Tenant has obtained an order of the director that the agreement of the other is not required.

2. Definitions and Interpretation

(a) In this Agreement:

- (i) **“Act”** means the *Residential Tenancy Act*;
- (i) **“Occupant”** means any person occupying the Rental Unit as his or her principal residence;
- (ii) **“Regulation”** means the *Residential Tenancy Regulation*;
- (iii) **“[RTA]”** refers to a standard term of a tenancy agreement that is required by the *Act or Regulation*;
- (iv) **“Rental Unit” and “Residential Property”** means the living accommodation rented or intended to be rented to a Tenant within Sovereign Park in connection with the Services Agreement and includes:
 - (1) a building, a part of a building or a related group of buildings, in which the Rental Unit or common areas are located;
 - (2) the parcel or parcels on which the building, related group of buildings or common areas are located; and
 - (3) any other structure located on the parcel or parcels.

3. Rental Unit and Residential Property

(a) The Landlord agrees to rent or provide the following Rental Unit:

7604 Kidston Road, Coldstream, BC

Description: The rental unit is approximately The house is approximately a 4,000 sq. ft., four-bedroom, three-bathroom estate home on a lawn terrace above Kalamalka Lake. There is a partial basement and outside storage shed for the tenant’s use. The Tenant agrees to provide the Landlord with the telephone number of the Rental Unit as soon as practicable so that the Tenant can be contacted in case of an emergency.

4. Length of Tenancy

- (a) This tenancy is for the term of three (3) years and subject to the Rental Unit being vacant and ready for occupation, the tenancy starts on _____ and ends on _____, unless earlier terminated or renewed. The Landlord may renew the tenancy on the same terms and conditions for an additional one-year period by providing written notice to the tenant no later than 60 days prior to the end of the term.
- (b) At the end of the fixed term (or one year renewal) for the tenancy, the tenant must move out of the residential unit. **Tenant's initial** _____.

5. Rent and Security Deposit

- (a) Subject to rent increases given in accordance with this Agreement, the Tenant will pay the Landlord:

Rental Unit \$ _____

TOTAL MONTHLY RENT \$ _____

- (b) The Tenant agrees to pay a security deposit equivalent to one half (½) of the monthly rent, being: \$ _____.
- (c) The security deposit and the first month's rent are due on the signing of this Agreement and may be paid by certified cheque or by money order. Otherwise, the rent is due on the first day of the month during the length of the tenancy.
- (d) If the tenancy starts on any day other than the first day of the month, then the Tenant will pay a pro-rated rent for the first month of the tenancy based on the first day of the tenancy.
- (e) If the Tenant provides the Landlord with a cheque that the bank refuses to honour and/or returns as "not sufficient funds" ("NSF"), then the Tenant will replace the NSF cheque with a money order or certified cheque and pay the Landlord an additional \$25.00 administration fee. The Landlord may change this administration fee from time to time after giving 3 months written notice to the Tenant.
- (f) The following utilities, services and facilities are included in the rent:

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Heat and Hot Water | <input checked="" type="checkbox"/> Fridge | <input checked="" type="checkbox"/> Washer and Dryer | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Stove | <input type="checkbox"/> Hot Plate | <input type="checkbox"/> Gas Fireplace |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Blinds | <input type="checkbox"/> Beds and Linens | <input type="checkbox"/> Garbage |
| <input type="checkbox"/> Carpets | <input type="checkbox"/> Drapes | <input type="checkbox"/> Laundry | <input checked="" type="checkbox"/> Parking for 2 motor vehicles |

- (g) Unless otherwise specifically provided in this Agreement, in addition to the rent, the Tenant agrees to pay all costs and charges for electricity, heating, gas, water and all other utilities and services.
- (h) If the Tenant has to pay utility charges and such charges remain unpaid more than 30 days after the Landlord has given the Tenant a written demand for payment, then the Landlord may treat the unpaid utility charges as unpaid rent and may serve the Tenant with a notice to end the tenancy.

6. Condition inspections [RTA]

- (a) 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:
 - (i) when the Tenant is entitled to possession,
 - (ii) when the Tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - (iii) at the end of the tenancy
- (b) The Landlord and Tenant may agree on a different day for the condition inspection.
- (c) The right of the Landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the Landlord's obligations under sections 23 and 35 of the *Residential Tenancy Act*,
- (d) A right of the Tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the *Act*.

7. Payment of Rent [RTA]

- (a) 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 notice to end a tenancy to the Tenant, which may take effect not earlier than 10 days after the date the Tenant receives the notice.
- (b) 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*.
- (c) The Landlord must give the Tenant a receipt for rent paid in cash.
- (d) 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.

Rent Increase [RTA]

(2) 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 office or Government Agent.

(3) A landlord must give a tenant 3 whole month's 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 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st]

(4) 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 office for assistance.

(5) Either the Landlord or the Tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

8. Assign or sublet [RTA]

(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 of 6 months or more, 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 make an application for dispute resolution under the Act.

9. Security Deposit and Pet Damage Deposit – General [RTA]

(a) The Landlord agrees:

(i) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the Residential Property;

(ii) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the Regulation, and

(iii) 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

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

10. Pets

- (a) The Tenant agrees not to keep, shelter, feed or allow any animals on or about the Residential Property without the prior written consent of the Landlord.
- (b) **[RTA]** 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 Animal Act*.

11. Use of Rental Unit

- (a) The Tenant agrees that the Rental Unit is to be used only for residential purposes and the Tenant will allow only the following Occupants to reside in the Rental Unit:

Full Name	Birth Date	Relationship to Tenant

- (b) The Tenant agrees to apply for and obtain written approval from the Landlord for any additional Occupants.

12. Repairs[RTA]

- (a) Landlord's obligations:

- (i) 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.
- (ii) 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 make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair.

- (b) Tenant's obligations:

- (i) 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 that Tenant. The Tenant is not responsible for repairs for reasonable wear and tear to the residential property.
- (ii) 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 make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

- (c) Emergency repairs:

- (i) 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.
- (ii) 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.
- (iii) 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.

- (iv) 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:
 - (1) major leaks in pipes or the roof;
 - (2) damaged or blocked water or sewer pipes or plumbing fixtures;
 - (3) the primary heating system;
 - (4) damaged or defective locks that give access to a rental unit, or
 - (5) the electrical systems.

13. Occupants and Guests [RTA]

- (a) The Landlord must not stop the Tenant from having guests under reasonable circumstances in the Rental Unit.
- (b) 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.
- (c) 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 by applying for dispute resolution under the *Residential Tenancy Act*.

14. Tenant's Obligations

- (a) The Tenant agrees:
 - (i) to remove all household garbage and recyclables from the Rental Unit and dispose of them appropriately;
 - (ii) not to dump furniture or non-household garbage anywhere within the Residential Property;
 - (iii) not to post or inscribe any signs, advertisements or notices on any part of the Residential Property;
 - (iv) not to construct or attach anything, including a satellite dish, awning, shade, flowerbox or aerial, over, outside or to any window, door, balcony or other part of the Residential Property without the prior written consent of the Landlord;
 - (v) not to do, bring, keep or permit anything to be done on the Residential Property that is or could become a nuisance, cause damage, interference or injury to the

Residential Property, the Landlord or any park user or cause an increase in the rate of fire insurance for the Residential Property or its contents;

- (vi) not to cause or allow any noise or interference that, in the opinion of the Landlord, is disturbing to the comfort, quiet enjoyment or safety of the other occupants of the Park;
 - (vii) not to obstruct the sidewalks, entries, passageways and stairways and not to use them for any purpose except to enter and exit the Residential Property.
 - (viii) to keep bicycles, motorcycles and other such items in the areas of the Residential Property specifically designated by the Landlord for such items and to not bring them into the Rental Unit;
 - (ix) to cut and maintain grassed areas inside the bold outline on the Park Site Plan, attached Schedule "A";
 - (x) not to remove or replace any fixtures, including lighting fixtures, appliances, bi-folds, carpets, drapes or blinds provided by the Landlord without the prior written consent of the Landlord;
 - (xi) if a waterbed or aquarium is used in the Rental Unit, then the Tenant accepts all risks and responsibility and agrees to pay for any costs or damages related to the waterbed or aquarium, including any water escape;
 - (xii) not to cut down, destroy or allow the cutting or destruction of any trees or shrubbery on the Residential Property. The Tenant agrees not to alter garden beds in the Residential Property without the prior written consent of the Landlord;
 - (xiii) to obtain and maintain a standard tenants' package policy of insurance insuring the Tenant for comprehensive general liability including bodily injury, death and property damage with respect to the Rental Unit in an amount not less than \$100,000;
 - (xiv) to observe and comply with all laws that may be or may become applicable to the Residential Property or its use and occupation including, but not limited to, all District of Coldstream bylaws; and
 - (xv) not to disrupt, or cause to be disrupted, the operation of the electrical, heating or ventilation equipment located in, or serving, the Rental Unit.
- (b) The Tenant agrees not to smoke in:
- (i) the Rental Unit; or
 - (ii) any area of the Residential Property

whether indoors or outside. "Smoke" means inhale, exhale, burn or carry any lighted cigar, cigarette, marijuana, hashish or any similar product whose use generates smoke.

- (c) The Tenant agrees not to do or allow anything within the Residential Property that is illegal. The Landlord may terminate this Agreement for any illegal activity that has caused or is likely to cause damage, interference or injury to the Residential Property, the Landlord or any other tenant, occupant or guest.

- (d) If the Tenant:
 - (i) dumps furniture or non-household garbage anywhere within the Residential Property that requires clean-up;
 - (ii) loses or damages the keys or other access devices for the Rental Unit and the mailboxes so that the locks must be replaced; or
 - (iii) fails to cut and maintain grassed areas in front, back and side yards, if the Rental Unit is a townhouse,

then the Landlord may perform the work and charge the cost to the Tenant as a service fee, which the Tenant agrees to pay.

- (e) The Tenant agrees not to make any alterations, extensions, additions or improvements to the Rental Unit including, but not limited to, painting walls, removing carpeting or flooring or wallpapering, without the Landlord's prior written consent. If the Tenant breaches this clause, then the Tenant will be responsible for and agrees to pay all costs associated with restoring the Rental Unit to its original condition.

- (f) With respect to parking within the Residential Property, the Tenant agrees:
 - (i) to park only in authorized parking areas and in the parking area assigned to the Tenant;
 - (ii) to only park motor vehicles that are owned, operated and insured by the Tenant, are for personal passenger and not commercial use, are in operable condition, have current registrations and display current vehicle license plates;
 - (iii) not to park in visitor parking areas;
 - (iv) not to park or store recreational vehicles, trailers or boats;
 - (v) to provide the Landlord with information so that the Landlord can identify the Tenant's motor vehicles;
 - (vi) the Landlord is not responsible for damage to, or theft from, vehicles parked on the Residential Property;
 - (vii) the Tenant may apply to the Landlord in writing for permission to store an unlicensed or inoperable motor vehicle on the Residential Property for a period of up to three months. The Landlord may grant or deny such permission at its sole discretion;

- (viii) to be responsible for the condition of his or her motor vehicles and to remove any motor vehicle that is leaking oil or other fluids or that otherwise fails to meet the requirements set out in this section;
- (ix) any motor vehicle parked in contravention of this section or in any unauthorized location within the Residential Property may be towed away at the Tenant's risk and expense;
- (g) The Tenant further agrees to ensure that Occupants and guests comply with the obligations set out in this section.

15. Indemnity

- (a) The Tenant agrees to indemnify and save harmless the Landlord and its employees and agents (**the "Indemnified Parties"**) from any obligation, liability, duty, loss or damage resulting from any actions, claims, demands, proceedings, suits, losses, damages, costs and expenses whatsoever (including, but not limited to, those arising from or related to personal injury, death, loss or damage to any person or property), arising from or connected with the use of the Residential Property, including any playground equipment, by the Tenant, Occupants or their guests or invitees, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs or expenses were caused by the Indemnified Parties or any of them. This indemnity shall survive the end of the Tenancy Agreement.

16. Locks [RTA]

- (a) 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.
- (b) The Landlord must not change locks or other means of access to a Rental Unit unless the Tenant agrees and is given new keys.
- (c) The Tenant must not change locks or other means of access to:
 - (i) common areas of the Residential Property, unless the Landlord consents to the change, or;
 - (ii) his or her Rental Unit, unless the Landlord agrees in writing to, or the director has ordered, the change;

17. Landlord's Entry into Rental Unit [RTA]

- (a) 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;
- (b) The Landlord may enter the rental unit only if one of the following applies;

- (c) 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;
- (d) there is an emergency, and the entry is necessary to protect life or property.
- (e) the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before the entry;
- (f) the Tenant has abandoned the rental unit;
- (g) the Landlord has an order of the director or of a court saying the Landlord may enter the rental unit;
- (h) the Landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- (i) The Landlord may inspect the rental unit monthly in accordance with subsection (2)(a).
- (j) If a Landlord enters or is likely to enter the rental unit illegally, the Tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director 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.

18. Ending the Tenancy [RTA]

- (a) 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.]

- (b) This notice must be in writing and must:
 - (i) include the address of the rental unit;
 - (ii) include the date the tenancy is to end;
 - (iii) be signed and dated by the Tenant, and
 - (iv) 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.

- (c) 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*.
- (d) 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 office.
- (e) The Landlord and Tenant may mutually agree in writing to end this Tenancy Agreement at any time.
- (f) The Tenant must vacate the Residential Property by 1 p.m. on the day the tenancy ends, unless the Landlord and Tenant otherwise agree.

19. Conditions upon Termination

- (a) At the end of the tenancy, the Tenant must deliver to the Landlord all the keys or other access devices for the Rental Unit and the mailboxes, if applicable.
- (b) If the Tenant remains in possession of the Rental Unit after the end of the tenancy, then the Tenant agrees to pay the Landlord an amount equal to 3 times the rent for any period of time in which the Tenant remains in possession of the Rental Unit as an overholding tenant.
- (c) At the end of the tenancy, the Tenant must:
 - (i) leave the Rental Unit in a clean and tidy condition;
 - (ii) clean the drapes and blinds; and
 - (iii) have the carpets steam cleaned

and if the Tenant fails to do any of these things or fails to do them to the satisfaction of the Landlord, acting reasonably, then the Landlord may perform the work and charge the cost to the Tenant as a service fee, which the Tenant agrees to pay.

- (d) The Tenant also agrees to pay the Landlord for any damage to the Rental Unit that is beyond normal wear and tear.
- (e) Where the Tenant asks to move from the Rental Unit to another rental unit, the Landlord may charge a fee to cover the associated maintenance and administration costs. The Landlord has no obligation to agree to transfer the Tenant.

20. Landlord to Give Tenancy Agreement to Tenant [RTA]

- (a) The Landlord must give the Tenant a copy of this Agreement promptly and in any event within 21 days of entering into the Agreement.

21. Dispute Resolution [RTA]

- (a) Either the Tenant or the Landlord has the right to make an application for dispute resolution, as provided under the *Residential Tenancy Act*.

22. General

- (a) Words in the singular include the plural and vice versa.
- (b) The Landlord has not made any representations, warranties, guarantees, promises or agreements other than those contained in this Agreement.
- (c) Any delay or omission by the Landlord to exercise any right or power under this Agreement shall not impair any such right or power or be construed as a waiver. Any waiver must be in writing and shall not be taken to constitute a subsequent waiver of that right, or of any other right, under this Agreement.
- (d) This Agreement benefits and binds the Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns.

TENANT:

Name

LANDLORD, by its authorized signatory(ies):

Chief Administrative Officer