

September 17, 2024

To Whom It May Concern:

I am formally writing in response to the License Inspector's response regarding a STR license for 3150 Balfour Avenue.

You state in your opening summary that 'there is evidence suggesting' I live and work in Alberta or with my girlfriend in Saanich. First, this sentence contradicts itself as it's stating there's evidence but then also states suggesting. What evidence do you have stating I don't live in the third (small) bedroom upstairs of my residence at 3150 Balfour Ave? I would truly like to see this evidence as my DL, contractor license, bills, taxes, businesses (and everything else in my name) are all located at this address (Appendix 1a, b & c – Tangerine Bank Statement, Amazon Prime Delivery and Spyke Power Systems Ltd Business License). Also, my girlfriend lives in Esquimalt, as noted in Ms. Carr's write-up, so there is clearly confusion regarding the facts of your report.

During the first walk-through performed by Officer Halkett, I told him about downstairs and that they were required to view the entire property. Mr Halkett told me it was not necessary for him to view the office space even after I mentioned, a few times, my understanding of the requirement is to view the whole house. Because of this noncompliance, my STR license was delayed many weeks as another inspection was required to be performed (of the lower level of my residence). When Mr Halkett returned for the second inspection, to look at the lower level of my home, he apologized many times admitting he made a mistake and stated he was new to the inspection department (just under 12 months) (Appendix 2 – Email from Mr Halkett). I would like to note that this mistake created a delay in the issuance of my 2023 STR license of approx. one month.

During the same first walk-through with Mr Halkett, he asked what my plans were for the rentals, and I told him that I would like to rent mostly on weekends and possibly weekdays when I am home. Mr Halkett then stated that sounded great and never requested I advise him of any change to this plan.

When I spoke with AirBnB and ambassadors, I was advised to securely lock access to places within the home that had private and personal information, such as my office, to ensure no breach of privacy. A wall was placed by a professional

contractor so that guests had no access to reach my office area which does contain personal information of clients including names, addresses and payment information. Once Mr Halkett made me aware that I could not have the wall placed at the top of the stairs, I hired a professional contractor to place the stairwell opening as originally planned (City of Victoria Appendix C). Also, when any and all safety concerns were put forward to me, I started addressing each and every one of them (by permit applications). A contractor was hired as explained above to place the stairwell back to its original state and at this point. A locking door was installed by a professional contractor to secure my office space.

Any other 'unpermitted work' (which was done by previous owners) was brought forward to my attention and I rectified each issue with relevant permits in place to meet your requirements:

- building permit is ready and approved at a cost of \$1000 (Appendix 3a & b – Building permit approval email from City of Victoria)
- installed a new water line costing over \$10,000 (Appendix 4a, b & c – Pictures of completed water line)
- updated design layout drawings, with the use of an engineer and contractor, to provide to the city to match the current layout of the residence costing approx. \$6,000
- updated electrical and safety survey costing \$3,500 (Appendix 5a & b – EP Final All Work Complete & Life Safety Systems Complete Notice from City of Victoria)
- contracting fees to address all the safety issues and to prove that I am living upstairs at my personal residence costing \$5,000 (Appendix 6a & b – Pictures of downstairs kitchen/wet bar removed)

The AirBnB website posting options only allow to advertise my home as "Entire house", "Room" or "Shared Room" (Appendix 7 – AirBnB Property Type Drop Down Options). I am not renting just a room or renting shared rooms, so I selected the 'entire house' option. Also to note, the couch is a pull-out bed that fits 2 people so the home can sleep 6 with three beds, one bed in master (fits two), one bed in second bedroom (fits two) and one bed in the couch (fits two). This is still within the short-term regulations as only 2 bedrooms max are being rented. Not anywhere in the bylaws does it state a pullout in a common area is prohibited.

While working long hours, I do not have time to clean or check inventory items. If you want to fail at hosting tourists in your household, as stated by AirBnB ambassadors, you will do your own cleaning (Appendix 8 – Turno, AirBnB

Advice/Recommendations). I want to give my guests the best experience and make sure everything is done correctly and up to standard, and honestly, I am not the best cleaner myself. I don't see how hiring a cleaner creates a problem in obtaining a STR license.

My schedule shifts depending upon contracts, and I was waiting for a new contract to come up, so I changed the availability of my STR. As per city bylaws for STR, there is no maximum time restriction for how many days per year you can rent out your home to guests. Please read article from Times Colonist on July 21, 2024 (Appendix 9 – Times Colonist Article picture with link), for details stated from City of Victoria.

I am new to this process and did not realize that having a 2023 license and applying for a 2024 meant I was not able to rent it out. I was under the impression that if my application was submitted, I could still rent my home. The evidence the City of Victoria (City of Victoria Appendix Q) has of dates that weren't blocked out on AirBnB after I was notified of my 2024 license status was due to clients booking cancellations before I noticed the cancellation and blocked out said dates. This is an AirBnB website issue and host error. I have had fulltime roommates living in the larger two bedrooms since April 1, 2024 (Appendix 10a & b – BC Residential Tenancy Agreements).

During the inspection with Ms Carr, I felt coerced to answer her questions in a certain way as she didn't 'ask' questions but rather made statements waiting for me to agree with her. At that point in time, I was not able to make decisions for an entire year (including all vacation time) and when I stated I was not yet sure of plans for the full year, then Ms Carr responded with "How can you not know? I know what I'm doing for the next 12 months". I told her I was not like her to plan out an entire year in advance in which she responded with 'well, if you were a parent like me, you would know'. I knew she was a new mom as she had told me at the start of the inspection, she was just coming off maternity leave. I felt as though I was being judged and this is a very offensive statement to make. People judge me in my personal life that at my age I do not have children. How dare a person of the city be so negative and judgmental to a person that does not have kids. This is completely inappropriate. No staff member should ever ask for personal information of this nature, and I was not going to bring this up as an official complaint, but her biased opinion is now affecting my life. I will complete an affidavit to stand by this comment.

Balfour is and has been my primary residence since I purchased the home (Appendix 1a, b & c). I had sometimes bid on short term (1-2 week) work contracts in Alberta but my principal residence (according to BC law > 6 months per year) was always Balfour and I was never away for more than 1-2 weeks at a time. As stated in my original appeal letter, my circumstances had changed, and I shifted my lifestyle to ensure all work contracts are located within the Southern Island.

The open-source used to verify my employment was Linked-in and my work profile had not been updated for some time. This is not a reliable source of information as I haven't used Linked-in for over a year, hence the lack of updating my own profile. This would be the same as relying on Facebook or Instagram (etc) for factual information. These types of social media rely solely on the account holder to update information – this could lead to false information being posted or a lack of updates being made.

As previously mentioned, there are only 3 choices on Airbnb to advertise my residence and I chose the closest one that matched. That is the entire home as it's not just a room and not a shared room. I let guests have access to the entire house (including the patio, hot tub and yard) except for my bedroom and office area. Not once was my bedroom ever rented out.

After Ms Carr's inspection, I was informed the kitchen/wet bar in the lower office area was an issue. As soon as I learned this information, I had a contractor come in to remove it. I attached photos as proof in my appeal letter and have attached them again (Appendix 6a & b). I use my office as anyone uses a home office. I do all my cooking upstairs, either alone or shared with renters.

There were assumptions made regarding my house having two separate self-contained dwelling units which are false assumptions. You stated on the first denial of my application for 2024 that downstairs is a self-contained dwelling unit (this is an assumption) which in turn led you to classify upstairs as a self-contained dwelling (another assumption) and then further assuming that upstairs is not my principal residence. By City definitions, a self-contained dwelling unit includes "a separate entrance, bathroom and kitchen". My basement (office space) no longer meets this definition therefore, I don't understand where these assumptions are coming from (Appendix 6a & b). In 2023 my STR application was approved with the kitchen/wet bar constructed, but now you now denied my 2024 application with the exact same layout. This is proof of a lack of consistency, but that aside, I did remove the kitchen/wet bar to meet your standards and clarify any

misunderstanding of upstairs and downstairs being separate self-contained dwelling units (Appendix 6a & b).

There is no STR bylaw stating homeowners are not allowed to post for a 1-night stay. I spoke to Ms Carr about this as I, myself, had been in a situation where I needed a 1-night stay. I want to offer guests the same opportunity if they only have limited time to enjoy our beautiful city. I will refer you again to the Times Colonist Document on July 21, 2024 (Appendix 9).

I work during the day and guest check in is 1pm and I sometimes allow early check in, so I am not home during the day to let guests in. Yes, I provide them with clear instructions to let themselves into the home and I hire a cleaner at times. I label items in the home not only for the cleaner but also so guests can easily find what they are looking for. This way they don't have to feel they are an inconvenience to me (the host). I want them to have a seamless and comfortable stay. There are times in which I have a guest checking out and a new guest coming in that same day - I am at work and am unable to clean in between guests. Your statement about labelling items being 'consistent with a full-time short-term rental model' is simply another assumption. Labelling items in the home was also another suggestion provided by AirBnB ambassadors. I would have been happy to provide rationale on this type of decision-making had I been asked. I have contacted Air BnB ambassadors, and they suggest hiring a cleaner as no homeowner is better than a professional. Please read my evidence from a Reputable resource "Turno" (Appendix 8).

As nothing had changed in the home from 2023 to 2024 (except safety updates required by your regulations), I didn't see an issue in getting my license back for 2024 so I blocked-out time, allowing for inspection, review and granting of a new license. This is a business plan (as you asked for). I was trying to plan ahead, as recommended by Ms Carr. I wasn't by any means trying to disrespect the system.

I have asked for clarity many times, but licensing staff barely seem to understand so are unable to provide clear directions. If regulation was written out clearly this would avoid a lot of confusion as many people are having. Please, again, refer to article from Times Colonist on July 21, 2024 (Appendix 9), as staff and applicants are having the same confusing issues.

In summary:

I have only been open and honest and tried my best to understand what is required of me with not much help of your staff in translating regulations into proper English that someone other than a lawyer can understand. This results in not just applicants misunderstanding the requirement but also the staff as they are unable to provide clear directions.

Once issues were first raised by Mr Halkett, I was compliant by rectifying them resulting in \$24,500 extra costs to bring my residence up to your standards as requested to date. Once my STR license is issued, I will have to pay \$1000 for the building permit (Appendix 3a & b), then will have to pay for a plumbing permit, then pay for any updates the plumbing inspector may find which could be in the thousands of dollars. I was also compliant when Ms Carr decided the kitchen/wet bar in my office space was not allowed (yet Mr Halkett had no issue with it) and I removed it as required (Appendix 6a & b). I have spent thousands of dollars and countless hours updating my building plans so that a building permit will be issued to me to satisfy STR and City of Victoria requirements (Appendix 3a & b). As mentioned, most of the layout and design of the residence was done prior to my purchase of the home. I have done everything you have asked me to do including:

- Removal of wall at top of stairs immediately once identified as changing the zoning (City of Victoria Appendix C)
- Excavated and installed a new and larger water line from the city service to inside the residence (Appendix 4a, b & c)
- Updated all house plans with the assistance of an engineer and contractor so that I may pull a building permit for any unpermitted work as requested. As stated on the building permit the house does not include the addition of another dwelling unit (Appendix 3a & b)
- Updated electrical and completed safety survey for occupancy (Appendix 5a & b)
- Addressed safety issues and removal of kitchen/wet bar in office to comply with your requirements. For clarity, there is no secondary dwelling unit in the house (Appendix 6a & b)
- Completed plumbing survey of all plumbing work that has been completed in the house
- Provides plumber clarity for when plumbing permit will be pulled.

Posting as an entire house is the only drop-down option on the AirBnB website that fits my residence rental option (Appendix 7). I have made it clear and provided

proof that I do live in the third (small) bedroom of the home, and it is my primary residence. The limited options allowable on the AirBnB website should not hinder my ability to obtain a STR license (Appendix 7). My driver's license, contractor business license from the City of Victoria, BC health, all bank statements, amazon, and personal and business taxes are all located at the address of 3150 Balfour Ave. I have multiple deliveries a week to my residence. My company business license is attached as evidence of my residence and for your records (Appendix 1a, b & c).

Robert Halkett was unbiased in his opinion for my 2023 license as an inspector should be. And even though he was fairly new to his position as an inspector, he was willing to work with me to obtain a STR license instead of working against me (Appendix 2). Lauren Carr, on the other hand, was beyond unprofessional, biased, offensive, judgmental and opinionated which directly resulted in my denial of my 2024 license. To which, I will also add that she told me more than once she is not responsible for making application decisions; however, according to your most recent communication, this has now been proven to be untrue.

You state my claims are 'proven to be misleading' yet I don't see any factual proof of this. See all factual attached documents for your review in Appendix 1 through 10. I request that you review this information looking solely at the facts. I would be happy to open my home up for another inspection should you feel that is necessary.

My goal is to work with the City of Victoria in obtaining a 2024 STR license.

Thank you for your time and consideration,

Bryan Dobinson



Appendix 1a



Statement
www.tangerine.ca

August 01, 2024 To August 31, 2024

Client #: [REDACTED]

BRYAN SCOTT DOBINSON
3150 Balfour Ave
VICTORIA BC V9A 1S1

[REDACTED]

Account Registration: Mr. BRYAN SCOTT DOBINSON

Account Type
Tangerine Savings Account

Account Balance(\$)
[REDACTED]

The Details - Tangerine Savings Account

[REDACTED]

Please note that you'll need to allow some time for deposits made from your linked Account to clear. Deposits coming from another Canadian bank will be on hold for 5 business days while deposits coming from an American bank will be held for 15 business days. But don't worry; your money will be earning interest during this time.

*The Cashable Rate column will reflect that the rate is not applicable (N/A). Tangerine GICs can be cancelled within 30 days of the purchase or renewal date (referred to on your statement as the "Issue Date").

Tangerine Bank is a wholly-owned subsidiary of The Bank of Nova Scotia and a member of the Canada Deposit Insurance Corporation (CDIC) in its own right.

Tangerine is a registered trademark of The Bank of Nova Scotia, used under licence.

Forward Banking is a registered trademark of Tangerine Bank.

Nobody likes mistakes. If we made one, please call us at 1-888-464-3232 or 416-756-2424 so we can fix it.

4:45

Appendix 1B

LTE 45

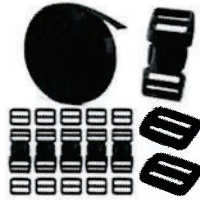


Search Amazon.ca



Delivered 5 September

[See all orders](#)



Add delivery instructions

Share tracking

Shipping Address

Bryan Dobinson
3150 Balfour Avenue
Victoria, British Columbia V9A 1S1

Order Info

[View order details](#)




Customers Who Bought Items in

Your Order Also Bought



Appendix 1c

Appendix 1C



CITY OF VICTORIA
1 Centennial Square
Victoria, BC V8W 1P6
www.victoria.ca

BUSINESS LICENCE

THIS LICENCE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES, IS NON-TRANSFERABLE, AND IS VOID ON CHANGE OF OWNERSHIP OR CHANGE OF LOCATION.

BUSINESS & MAILING ADDRESS:	LICENCE NO:	00027189
SPYKE POWER SYSTEMS LTD	LICENCE FEE:	\$100.00
3150 BALFOUR AVE		
VICTORIA BC V9A 1S1		

BUSINESS LOCATION:	EXPIRES ON:	Jan 15, 2025
3150 BALFOUR AVE		

LICENCEE:	CONDITIONS:
SPYKE POWER SYSTEMS LTD	HOME-BASED BUSINESS
PO BOX 5127	Intermunicipal Licence
VICTORIA BC V8S 5J3	Required To Comply With Schedule D Home Occupation Regulations of the Zoning Regulation Bylaw, or Section 3.1.9 of Zoning Bylaw 2018 as applicable.

HAS PAID THEIR REQUIRED LICENCE FEE AND IS ENTITLED TO CARRY ON THE BUSINESS DESCRIBED AS:

CONTRACTOR

IN A LAWFUL MANNER AND THIS LICENCE IS ISSUED SUBJECT TO THE PROVISIONS OF ALL BY-LAWS OF THE CITY OF VICTORIA, NOW OR HEREAFTER IN FORCE, AND TO ALL AMENDMENTS THAT MAY HEREAFTER, DURING THE CURRENCY OF THIS LICENCE BE MADE TO SAID BY-LAWS. IN THE EVENT THE NAME OR NATURE OF THE BUSINESS IS CHANGED, OR THE ADDRESS FROM WHICH THE BUSINESS IS CARRIED ON IS CHANGED, THE CITY OF VICTORIA MUST BE NOTIFIED AT 250.361.0572 OR VIA E-MAIL AT BUSINESSLICENCE@VICTORIA.CA



5:06

LTE 33

Appendix 2

< 733

2 Messages



Siri Found an Email

Robert Halkett

Update



Robert Halkett

8/22/23

To: Bryan Dobinson >

Inspection Follow Up

Good afternoon Bryan,

We have received your emails over the last week regarding your licence application. Before the application can be fully processed, unfortunately I made a mistake by not inspecting the basement. During review of internal city records, it was identified that a basement is present at 3150 Balfour Avenue and within the Short-Term Rental inspections, all areas of the home needed to be inspected. So before your licence can be fully processed, myself or another officer needs to reattend to inspect the basement area so those photos can be added to the file.

Looking ahead to this, my availability next week is Monday to Thursday (Aug 28-31). I have another inspection the morning of the 28th, but other than that I am available at any time of day from 8 AM to 3 PM. As the upper area of the home has already been inspected and documented, this inspection should not take too



5:35

LTE 32

< 877 Appendix 3a Appendix 3a ^ v

Message contains unloaded images.
[Load All Images](#)



permits@victoria.ca
To

6/13/24



**Building Permit
BP058584-3150 BALFOUR
AVE Ready for Issuance**

Permits and Inspections Division

Address: 3150 BALFOUR AVE

**Permit
Number:** BP058584

**Permit
Scope:** LEGALIZE WORK DONE
WITHOUT PERMIT. UPPER
LEVEL - REINSTATE WALL
BETWEEN THE KITCHEN
AND HALLWAY, ADD A
POWDER ROOM, ADD A
LAUNDRY AREA REPAIR





877

Building Permit BP0...



Address: 3150 BALFOUR AVE

**Permit
Number:** BP058584

**Permit
Scope:** LEGALIZE WORK DONE
WITHOUT PERMIT. UPPER
LEVEL - REINSTATE WALL
BETWEEN THE KITCHEN
AND HALLWAY, ADD A
POWDER ROOM, ADD A
LAUNDRY AREA. REPAIR
SIDE DECK. LOWER LEVEL -
ADD A 3-PIECE BATHROOM,
OFFICE, AND CONVERT
CRAWL SPACE TO
WORKSHOP. THIS PERMIT
DOES NOT INCLUDE THE
ADDITION OF ANOTHER
DWELLING UNIT.

**YOUR BUILDING PERMIT IS READY
FOR ISSUANCE**

**Digital permits will be sent by email
once the permit has been signed and
payment is received. Paper permits
are picked up in person at City Hall.**

You will receive an email with the
unsigned building permit shortly.



Appendix

4a



Appendix 4B



Appendix 4C



Residential Electrical Permit Issued

APPROVED

Start: Sep 29, 2023
End: Sep 29, 2023

SAFETY SURVEY

ACCEPTED

Start: Oct 03, 2023 AM
End: Oct 03, 2023

SAFETY SURVEY

ACCEPTED

Start: Jun 10, 2024 PM
End: Jun 10, 2024

SAFETY SURVEY

ACCEPTED

Start: Jun 12, 2024 PM
End: Jun 12, 2024

EP Final / All Work Complete

ACCEPTED

Start: Jun 13, 2024 PM
End: Jun 13, 2024

WORK IN PROGRESS

ACCEPTED

Start: Jan 05, 2023 AM

End: Jan 05, 2023

Safe to Occupy / Life Safety Systems Complete

APPROVED

Start: Jun 15, 2023

End: Jun 26, 2023

EP Final / All Work Complete

CANCELLED

Start: Jun 15, 2023 AM

End: Jun 26, 2023

EP Final / All Work Complete

APPROVED

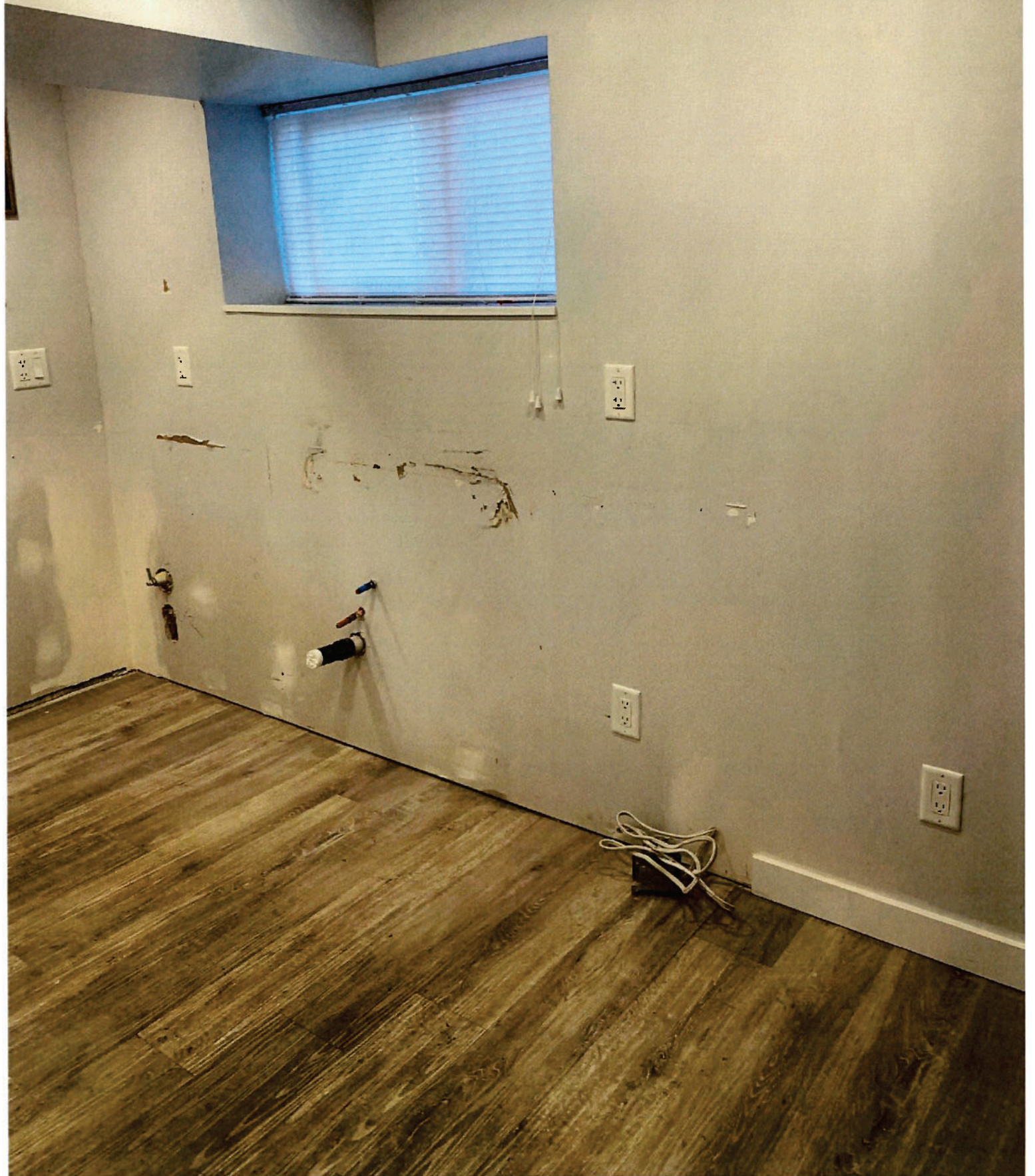
Start: Jul 12, 2023 AM

End: Jul 12, 2023

Conditions

Except for Branch circuits supplying counter plugs, refrigerators, and Sump pumps. All 125 volt receptacles rated 20 amps or less shall be protected by an AFCI device in compliance to

Appendix 6A



Appendix 6B



Appendix 7

Appendix 7



Property type

Which is most like your place?

House



Property type

Home



A home that may stand-alone or have shared walls.

Listing type

Entire place



Guests have the whole place to themselves. This usually includes a bedroom, a bathroom, and a kitchen.

How many floors in the building?

- 1 +

Done

Entire place

Room

Shared room



simple solution: eliminate the hassle and hire a professional cleaning service to clean for you. It's time to ease your stress levels and check out how you can effectively run a vacation rental without doing any of the dirty work.

By The Turno Team

Last updated: March 25, 2024

Benefits of Hiring an Airbnb Cleaning Service

Although cleaning your vacation rental yourself will save you a few extra bucks in the short term, hiring a professional cleaner will be more beneficial to you in the long term.

An Airbnb cleaner can save you time, increase the quality of cleaning, and create an inviting environment for your guests. In return, those extra bucks you spent on hiring a cleaner will actually be a great long-term investment.

If you're on the fence about hiring an Airbnb cleaner, find out more about the benefits of having one below.



Victoria to tinker again with rules for short-term rentals

Full Link: <https://www.timescolonist.com/local-news/victoria-to-tinker-again-with-rules-for-short-term-rentals-9248144>

New provincial rules clash with the city's regulations



[Andrew A. Duffy](#)

Jul 21, 2024 4:13 AM



The City of Victoria wants to clarify its policy on using secondary suites for short-term rentals. DELTA OPTIMIST FILE



Victoria council is planning to tinker with its



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)*

Dobinson last name	Bryan first and middle name(s)
 last name	 first and middle name(s)

and the TENANT(S):

 last name	Ramandeep first and middle name(s)
 last name	 first and middle name(s)
 (optional) phone number	 (optional) email address for service (see section 16 below)
 (optional) other phone number	 (optional) other email address for service

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

 unit number	3150 Balfour Avenue street number and street name	Victoria city	BC province	V9A 1S1 postal code
-----------------	--	------------------	----------------	------------------------

ADDRESS FOR SERVICE of the landlord landlord's agent:

 unit/site #	3150 Balfour Avenue street number and street name	Victoria city	BC province	V9A 1S1 postal code
 daytime phone number	 other phone number	 (optional) email address for service (see section 16 below)		
 fax number for service	 (optional) other email address 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:

1	April	2024
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

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

—————→

Landlord's Initials	Tenant's Initials
------------------------	----------------------

The tenant must move out on or before the last day of the tenancy.

3. RENT (please fill in the information in the spaces provided)

a) **Payment of Rent:**
The tenant will pay the rent of \$

--

 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)

1

 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 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 checked="" type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpets | |
| <input type="checkbox"/> Cablevision | <input type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Parking for <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 40px; height: 15px;"></td></tr></table> vehicles | |
| | | | | | |
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Snow removal | <input checked="" type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven | <input type="checkbox"/> Other: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 100px; height: 15px;"></td></tr></table> | |
| | | | | | |
| <input checked="" type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input checked="" type="checkbox"/> Window coverings | <input type="checkbox"/> Other: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 100px; height: 15px;"></td></tr></table> | |
| | | | | | |
| <input checked="" type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input checked="" type="checkbox"/> Free laundry | <input checked="" type="checkbox"/> Furniture | <input type="checkbox"/> Other: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 100px; height: 15px;"></td></tr></table> | |
| | | | | | |
| <input checked="" type="checkbox"/> Additional information: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 450px; height: 15px;">Inventory list to be reviewed & signed upon move in and move out</td></tr></table> | | | | | Inventory list to be reviewed & signed upon move in and move out |
| Inventory list to be reviewed & signed upon move in and move out | | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

by

1	April	2024
---	-------	------

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)(c), 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;
 - 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 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 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. SERVICE OF DOCUMENTS

If you provide an email address in this agreement, you may be given or served documents related to the tenancy agreement or to an application for dispute resolution at the email address provided in this agreement. Depending on the type of document, there may be time limits for further action. If you provide an email for service, you are responsible for monitoring the email address on a regular basis.

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: Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): <small>(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)</small>	
Dobinson	Bryan
<small>last name</small>	<small>first and middle name(s)</small>
Signature: _____	Date: <u>March 23, 2024</u>
<small>last name</small>	<small>first and middle name(s)</small>
Signature: _____	Date: _____
TENANT(S):	
[REDACTED]	Ramandeep
<small>last name</small>	<small>first and middle name(s)</small>
Signature: _____	Date: <u>March 23, 2024</u>
<small>last name</small>	<small>first and middle name(s)</small>
Signature: _____	Date: _____
<p>General Information about Residential Tenancy Agreements</p> <p>Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.</p> <p>Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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



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)*

Dobinson	Bryan
last name	first and middle name(s)
last name	first and middle name(s)

and the TENANT(S):

	Michael
last name	first and middle name(s)
last name	first and middle name(s)
(optional) phone number	(optional) email address for service (see section 16 below)
(optional) other phone number	(optional) other email address for service

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

	3150 Balfour Avenue	Victoria	BC	V9A 1S1
unit number	street number and street name	city	province	postal code

ADDRESS FOR SERVICE of the landlord landlord's agent:

	3150 Balfour Avenue	Victoria	BC	V9A 1S1
unit/site #	street number and street name	city	province	postal code
daytime phone number	other phone number	(optional) email address for service (see section 16 below)		
fax number for service	(optional) other email address 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:

1	April	2024
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

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 \$ 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) 1 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 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 checked="" type="checkbox"/> Natural gas | <input checked="" type="checkbox"/> Garbage collection | <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpets |
| <input type="checkbox"/> Cablevision | <input type="checkbox"/> Sewage disposal | <input checked="" type="checkbox"/> Recycling services | <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Parking for vehicles |
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Snow removal | <input checked="" type="checkbox"/> Kitchen scrap collection | <input checked="" type="checkbox"/> Stove and oven | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Internet | <input type="checkbox"/> Storage | <input type="checkbox"/> Laundry (coin-op) | <input checked="" type="checkbox"/> Window coverings | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Heat | <input type="checkbox"/> Recreation facilities | <input checked="" type="checkbox"/> Free laundry | <input checked="" type="checkbox"/> Furniture | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Additional information: Inventory list to be reviewed & signed upon move in and move out | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

by

1	April	2024
day	month	year

B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$ [REDACTED]

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)(c), 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;
 - 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 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 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. SERVICE OF DOCUMENTS

If you provide an email address in this agreement, you may be given or served documents related to the tenancy agreement or to an application for dispute resolution at the email address provided in this agreement. Depending on the type of document, there may be time limits for further action. If you provide an email for service, you are responsible for monitoring the email address on a regular basis.

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: Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): <small>(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)</small>	
Dobinson	Bryan
last name	first and middle name(s)
Signature: _____	Date: <u>March 25, 2024</u>
last name	first and middle name(s)
Signature: _____	Date: _____
TENANT(S):	
[Redacted]	Michael
last name	first and middle name(s)
Signature: _____	Date: <u>March 25, 2024</u>
last name	first and middle name(s)
Signature: _____	Date: _____
General Information about Residential Tenancy Agreements	
<p>Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.</p> <p>Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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