



COMER HILL ESTATES
PARK VIEW HOMES

Office MAIL: Four Green Properties, PO BOX 16111, NORTH VANCOUVER, BC, V7J 3S9
Park Address: Comer Hill Estates, 560 Soda Creek Rd, Williams Lake, BC
Office Email: info@mobilehomeparkbc.com
Park Phone: 250-398-6728

MANUFACTURED HOME SITE TENANCY AGREEMENT

Park Name: **COMER HILL ESTATES** (from now on referred to as "the Park")

This Agreement is for a Park, which is

a family park.

a 55+ park, meeting the requirements of British Columbia's Human Rights Code. Every Site is designated for occupants at least one of whom is 55 years of age or older, and the tenant(s) or occupant(s) 55 years of age or older have provided proof of age.

1. **AGREEMENT** The parties to this Manufactured Home Site Tenancy Agreement (from now on referred to as "this Agreement") agree to be legally bound by and comply with the terms of this Agreement. The parties understand that where in this Agreement the words, "the Act," are used, they refer to the Manufactured Home Park Tenancy Act, SBC 2002, as amended, and Regulation made from time to time. The Standard Terms required by the Act are italicized, distinguishing them from other Terms.

BETWEEN: Landlord: Four Green Properties Inc

Address: PO Box 16111 North Vancouver BC, V7J 3S9

AND: Tenant(s): _____
CORRECT LEGAL NAMES

Tenant(s): _____
CORRECT LEGAL NAMES

At all times, at least one of the persons listed as a tenant above must be the legal registered owner(s) of the home which occupies the Site.

2. **SITE TO BE RENTED** The site to be rented consists of the land only (from now on referred to as "the Site") known as: Physical Park Address: **560 Soda Creek Road, Williams Lake, BC**

Site Number: _____ Manufactured Home Registry Number: _____

(The attached description [including sketch or park plan] indicating the boundaries and area of the Site from a fixed point of reference, and the location of the home within those boundaries, forms a part of this Agreement.)

3. **TERM OF TENANCY** The tenancy created by this Agreement starts on _____, 20_____,
(Check A or B)

A. and continues on a month to month basis until cancelled in accordance with the Act.

B. and is for a fixed term ending on _____, 20_____.

(If you checked B, check C or D.)

C. At the end of this time the tenancy will continue on a month to month basis, or another fixed length of time if both parties agree, unless the tenant gives written notice to end the tenancy at least one clear month before the end of the term.

D. At the end of this time the tenancy is ended and the tenant must move the home off the Site.

IF YOU CHOOSE D, BOTH THE LANDLORD AND THE TENANT MUST INITIAL HERE

Landlord's Initials

Tenant's Initials

Tenant's Initials

4. RENT AND FEES *Rent must be received by the landlord on or before the first calendar day of each month, unless the parties agree in writing in advance to a different date.*

Rent \$ _____ per month week other (_____)

Parking Fee(s) \$ _____ (Specify: _____)

Other Fee(s) \$ _____ (Specify: _____)

Other Fee(s) \$ _____ (Specify: _____)

Other Fee(s) \$ _____ (Specify: _____)

Total Rent and Fees \$ _____

*The Landlord may offer vehicle storage in a common area of the Park. Such storage does not form part of this Agreement. For convenience only, any fee for such storage will be paid at the same time as the Rent.

The landlord may request post-dated cheques, however *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 Park 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. The landlord agrees to give a receipt for any payments made in cash.*

The tenant agrees:

- a) that the rent includes a maximum of _____ persons occupying the Site.
- b) that any change in the persons registered to occupy the Site must first be approved by the landlord in accordance with clause 6, Occupants and Invited Guests.
- c) an administration fee of \$ _____ per day late (to a maximum of \$25 per month) is payable for any late payment, returned, or non-sufficient funds cheques.
- d) that the tenant will be responsible for any service fees charged to the landlord as a result of a tenant's cheque being returned by a financial institution.

No equipment, facilities, services or utilities will be provided by the landlord and included in the rent except those checked below, which the tenant agrees are in good condition and which the tenant and his guests will use carefully.

- Water Sewage Disposal Garbage Pickup Recycling Pickup
- Parking Included at No Charge Off Site Storage for _____ Vehicle(s)
- Cablevision Other (Specify: _____)

In addition to the rent, some utility charges that are billed to the Landlord by outside suppliers which are the responsibility of the tenant will be reimbursed to the landlord. These amounts may be adjusted and are not covered by any rent increase restrictions.

Amount due per month:

Water	\$ _____	
Sewage Disposal	\$ _____	
Garbage and/or Recycling	\$ _____	
Other Fee(s)	\$ _____	(Specify: _____)

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 late, 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.

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 21 (2) of the Act.

- 5. **DEPOSITS** *The landlord is not permitted to require or accept a security deposit or a pet damage deposit for a manufactured home park tenancy. The landlord is permitted to require security, however, in the form of proof of third party insurance against damage to the Park caused by moving the manufactured home on or off the Site.*
- 6. **GUESTS** *The landlord must not stop the tenant from having guests under reasonable circumstances on the Site and in common areas of the Park. 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. If the number of occupants on the Site 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 Act.*
- 7. **OCCUPANTS** No person, other than those listed in clauses 1 or this clause, may occupy the Site. A person not listed in clause 1 or this clause who resides in the Site for a period in excess of 30 cumulative days in any calendar year will be considered to be occupying the site contrary to this Agreement and without right or permission of the landlord. If the tenant anticipates an additional occupant, the tenant must promptly apply in writing for permission from the landlord for such person to become a tenant or an authorized occupant. Failure to obtain the landlord's written approval is a breach of a material term of this Agreement, giving the landlord the right to end the tenancy on proper notice.

Only the persons named below will be occupying the Site (in addition to the tenant(s) listed in clause 1):

CORRECT LEGAL NAME	AGE	CORRECT LEGAL NAME	AGE

- 8. **PETS** Unless permitted in this Agreement or in writing in advance by the landlord, the tenant must not keep or allow on in the Park any animal, including a dog, cat, reptile, or exotic animal, domestic or wild, fur bearing or otherwise, with the exception of small indoor caged birds or animals.

Where the landlord has given written approval in this Agreement or in advance in writing, the tenant must ensure that the pet does not disturb any person in the Park, and further the tenant must ensure that no damage occurs to the Site or the Park as a result of having or keeping the pet. This is a material term of this Agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will compensate the landlord for damages, expenses, legal fees, and/or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant.

- Pets are not permitted anywhere in the Park, including within the Site (with the exception of indoor birds and animals in a cage or aquarium).
- Pets are permitted subject to the landlord's approval and current Park Rules.

Any term in this 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.

Having regard to the potential safety issues, noise factors, health requirements, and mess, the tenant will not encourage or feed wild birds or animals within or near the Park.

- 9. **ACCESS** *The landlord must not change locks or other means of access to the Park unless the landlord provides each tenant with new keys or other means of access to the Park. The tenant must not change locks or other means of access to common areas of the Park unless the landlord agrees in writing to the change.*

The landlord may enter the Site only if at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states the purpose for entering and the date and the time of the entry, there is an emergency and entry is necessary to protect life or property, the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry, the tenant has abandoned the Site, the landlord has an order of the director or of a court saying the landlord may enter the Site, or the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served.

10. TENANT'S PROPERTY & FIXTURES The tenant agrees that the amenities and fixtures on the Site checked below are the property of the tenant and that the tenant is responsible for their maintenance and up keep.

- Oil Tank Fence Out Building(s) Deck(s) Home Addition(s)
 Driveway Landscaping (lawn, trees, shrubs, flowerbeds) Other: _____

Any alterations, additions, or improvements to the exterior of the tenant's home or to the Site require the prior written approval of the landlord, as well as any permit(s) that may be required by the local authority. Such improvements are the property of the tenant, and ownership is transferred to the Purchaser if the home is sold on the Site. No compensation of any kind is payable to the tenant by the landlord for Site improvements left behind if the Site is vacated in the future. Maintenance of improvements is the responsibility of the tenant, and the landlord is neither responsible nor liable for the repair, safety, construction standards or future condition of the improvements. Unless otherwise agreed upon in writing by the landlord and tenant, the tenant is responsible for expenses and maintenance of the tenant's manufactured home and additions. This includes the utility connection lines from the Park's service points to the manufactured home, the setup, blocking and periodic leveling of the of the manufactured home and additions, and the Site's landscaping, fencing, rock walls, driveways and other Site improvements. The tenant must control the drainage of water, either from the manufactured home or the Site surface, to ensure np water accumulates on the site, other Sites, or common areas.

11. LIABILITY AND INSURANCE The tenant agrees to carry sufficient insurance to cover his home, accessory equipment and other property against loss or damage from any cause and for third party liability. The tenant agrees that the landlord will not be responsible for any loss or damage to the tenant's property. The tenant will be responsible for any claim, expense or damage resulting from the tenant's failure to comply with any term of this Agreement and this responsibility will survive the end of this Agreement. Upon request, the tenant will show the landlord a copy of the tenant's current insurance policy.

The tenant will not do, or permit to be done, anything that may void the landlord's insurance covering the Park, or that may cause the landlord's insurance premiums to be increased. Unless the landlord is in breach of a lawful duty, the tenant releases the landlord from any liability in connection with the use by the tenant or tenant's guest of the Site or the Park.

12. RENT INCREASES *Once a year the landlord may increase the rent for an 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. A landlord must give a tenant 3 whole months notice, in writing, of a rent increase. The landlord may increase the rent only in the amount set out by the regulations. If the tenant thinks the rent increase is more than is allowed by the regulations, the tenant may talk to the landlord or contact the Residential Tenancy office for assistance. Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy Branch.*

13. REPAIRS *The landlord must provide and maintain the Park in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law. 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 order of the director under the Act for the completion and costs of the repair. The landlord is not required to maintain or repair improvements made to the Site by a tenant occupying the Site, or the assign of the tenant, unless the obligation to do so is a term of this Agreement.*

The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the Site and in common areas. The tenant must take the necessary steps to repair damage to the Site or common areas caused by the actions or neglect of the tenant or a person permitted in the Park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the Site or common areas. 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 Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

The landlord must post and maintain in a conspicuous place in the Park, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs. 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. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the Park and are limited to repairing major leaks in pipes, damaged or blocked water or sewer pipes, or the electrical system(s).

- 14. CONDUCT** In order to promote the safety, welfare, enjoyment, and comfort of other occupants and tenants of the Park and the landlord, the tenant or the tenant's guests must not disturb, harass, or annoy another occupant of the Park, the landlord, or a neighbouring property. In addition, noise or behaviour, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the Park or other person, must not be made by the tenant or the tenant's guests, nor must any noise be repeated or persisted after a request to discontinue such noise or behaviour has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the Park. If any tenant or tenant's guest causes another tenant to end his tenancy because of such noise or other disturbance, harassment, or annoyance or because of illegal activity by the tenant or tenant's guest, the tenant must indemnify and save harmless the landlord for all costs, losses, damages, or expenses caused thereby.
- 15. USE OF THE SITE** The tenant and his guests must use the Site for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes, including the short term rental of the site, except with the landlord's prior written approval. No public meetings or assemblies may be held on the Site. No signs may be placed on the Site, including inside windows of the tenant's home, except as permitted by legislation during an election campaign. No business or commercial advertising may be placed on the Site. The tenant will not make or cause any alteration to be made to the Site. The tenant agrees to comply with all applicable federal, provincial and municipal laws and regulations pertaining to the Site, manufactured home and additional structures.
- 16. DRUGS** The growing, production, processing, or manufacture of cannabis or any other drugs anywhere on the Site or in the Park, is prohibited.
- 17. WATER SUPPLY AND SEPTIC OR SEWER SYSTEM** The tenant will not allow water to be wasted nor to burden the septic system with water, nor allow leaks in the water supply system owned by the tenant. All water connection lines, pipes and taps will remain properly insulated and/or heat taped over their entire exposed length. The tenant will not permit the introduction of substances or materials into the septic system that could reduce its life and/or its capacity to function properly. The tenant will protect the sewer service connection and sewer line to the home.
- 18. PARK RULES** The tenant will strictly comply with Park Rules. The tenant further agrees that the landlord may, upon two weeks written notice, make changes or additions to the Park Rules as deemed necessary for the best interests of the park and its tenants.
- 19. VEHICLES** Only vehicles that are in operating condition, currently licensed, and insured for on-road operation may be parked, but not stored, in the parking area of the Site. Motor vehicle or other repairs, including oil changes, must not be done on the Site or anywhere in the Park.
- 20. WASTE MANAGEMENT** Garbage, waste, boxes, papers or recyclable materials must not be placed or left in any part of the Park, except those areas designated for disposal. All garbage must be drained, bagged or wrapped, and tied securely before being placed in an approved receptacle. Spillage must be cleaned up immediately. Any large item to be discarded, such as furniture, must not be abandoned or placed in garbage collection areas, but must be removed from the Park at the tenant's expense. The tenant must comply with any recycling methods in place in the Park.
- 21. PROPERTY TAXES** It is a material term of this Agreement that the tenant pays property taxes on the tenant's home on time, failure to do so could interfere with the landlord's lawful interest. If the tenant's property taxes become overdue, the landlord can seek an Order from the Residential Tenancy Branch requiring the tenant to pay the property taxes. Failure to comply with that Order could result in the tenancy being ended.
- 22. HAZARDS** The tenant will immediately notify the landlord or the landlord's contact person in the event of a discovery of a fire, escape of water, gas or other substance occurring anywhere in the Park. The tenant will also warn any other persons in the Park threatened by the hazard. The tenant must inform the landlord at the earliest opportunity of any repairs or services required in the Park.
- 23. ASSIGNMENT AND SUBLET** *The tenant may assign this Agreement or sublet the Site to another person only if the tenant has obtained the prior written consent of the landlord to the assignment or sublease, or is deemed to have obtained that consent in accordance with the regulations, or the tenant has obtained an order of the director authorizing the assignment or sublease.*

The landlord and tenant must follow the specific procedure when consent is sought. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent. 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.

- Subletting is not permitted.
- Subletting is permitted with the landlord's prior written approval.

- 24. SALE OF HOME** The tenant may sell his home at any time. However if the prospective purchaser intends for the home to remain on the Site or in the Park, the prospective purchaser must make an application for tenancy and obtain approval from the landlord prior to the completion of the sale.
- 25. ENDING THE TENANCY** *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.] This notice must be in writing and must include the address of the Site, include the date the tenancy is to end, be signed and dated by the tenant, and 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.*
- If this is a fixed term tenancy and this Agreement does not require the tenant to vacate at the end of the tenancy, this Agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Act.*
- The landlord may end the tenancy only for the reasons and only in the manner set out in the Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.*
- The landlord and tenant may mutually agree in writing to end this Agreement at any time.*
- 26. OVERHOLDING** If the tenant remains on the Site after the last day of the term as set out in this Agreement, or after any other lawful end of the tenancy, the landlord may claim for damages against the tenant and the tenant will be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order from the Residential Tenancy Branch and when such an order has been obtained, eviction by a Court Bailiff may follow. In addition the landlord and the incoming tenant have a civil right of action against the tenant as a result of the tenant's failure to leave the Site as required by law.
- 27. CONTRACTUAL** If more than one tenant signs this Agreement, each tenant's obligations are joint and several. If more than one landlord signs this Agreement, each landlord's obligations are joint and several. A breach of this Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the Act and thus regain possession of the Site. The singular of any word includes the plural, and vice versa. The use of any term is generally applicable to any gender and, where applicable, to a corporation. The word "landlord" includes the owner of the Park and his or her authorized agent.
- 28. PERSONAL INFORMATION** The landlord agrees not to use or disclose any of the tenant's personal information contained in this Agreement without the tenant's prior written permission, unless the Personal Information Protection Act permits such use or disclosure.
- 29. AGENT NOT A STAKEHOLDER** The tenant agrees that if the person signing this Agreement as or on behalf of the landlord is an agent for the owner of the Park, and such agent receives any money in connection with the tenancy, the agent is not a stakeholder, and the agent may release the money to the owner.
- 30. DISPUTE RESOLUTION** *Either the tenant or the landlord has the right to apply for dispute resolution, as provided under the Act. The tenant agrees to accept any notices or other documents required or permitted to be given when served in accordance with the Act.*
- 31. APPLICATION OF THE ACT** *The terms of this Agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Act or a regulation made under the Act, or any standard term. If a term of this Agreement does contradict or change such a right, obligation or standard term, that term of this Agreement is void. Any change or addition to this 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. The requirement for agreement to changes or additions to this Agreement does not apply to a rent increase given in accordance with the Act, a withdrawal of, or a restriction on, a service or facility in accordance with the Act, Park Rules established in accordance with the Act and the regulations, or 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.*
- 32. LANDLORD TO GIVE 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 this Agreement.*
- 33. SEVERABILITY** If any term, covenant or provision of this Agreement is held invalid, illegal or unenforceable by any court of tribunal of competent jurisdiction, that provision shall be deemed to be severed and of no further force and effect. All other provisions of the Agreement shall remain in full force and effect.

34. ADDITIONAL TERMS Addendums and/or Park Rules are attached this Agreement, consisting of _____ page(s) of additional terms and _____ page(s) of Park Rules that form part of and are material terms of this Agreement.

The parties, intending to be legally bound, agree to the terms and conditions of this Agreement. The tenant hereby acknowledges having read and received a copy of this agreement.

Dated at _____, this _____ day of _____, 20_____.

Agreed and signed by each tenant:

Agreed and signed by the landlord:

Landlord Contact Phone Number _____

Tenant phone number _____

Tenant email address _____

The tenant provides fax number _____ as an address for service under this Agreement.

Tenant's contact in case of emergency:

Name and Relation _____

Phone Number _____

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