

Residential Client Full w/photos

2056 Pandosy Street, Kelowna, B.C., V1Y 1S3

Price: \$535,000
ADOM: 109

MLS® #: 10078657
Zone: Central Okanagan

Status: Active
Sub Area: KS - Kelowna South
PID: 012-494-445



General Information

Prop Type: Single Family Residential
Type Dwell: Single Family
Style/Story: Bi-Level

Year Built: 1964
Yr Blt Dsc: Approximate
Shop/Den: No/Yes

Layout

Beds: 4
Full Baths: 0
Half Baths: 3
En Suite: No Ens. Baths
Ttl Baths: 3

Finished Floor Area

Main: 1393
Above Main:
Below Main: 1393
Basement:
Total: 2786

Lot Information

Frontage: 74.8
Depth: 241.8
Irregular: No
Acres: 0.45
Wtr Frnt:
Wtr Infl:
View:

Parking

Prk Cov: 2 RV Park: Yes
Prk Uncov: 6 Add Prk: Yes
Prk Spcs:
Grg Opt:
Grg Dsc: Carport: Double
Other (See Remarks)

Waterfront Nearby
View, City View

Rentals: With Restrictions
Fireplace: 2, Wood, Conventional
Construct: Frame - Wood
Foundation: Concrete
Exterior Fin: Wood Siding
Water: Municipal

B&B: No Pets: N/A
Bsmt: Full/Separate Entrance/Fully Finished
Roof: Asphalt/Fibreglass Shingles
Suites Dsc:
Heat/Cool: Central Air, Forced Air
Fuel: Natural Gas
Outside Area:
Sewage: Sewer

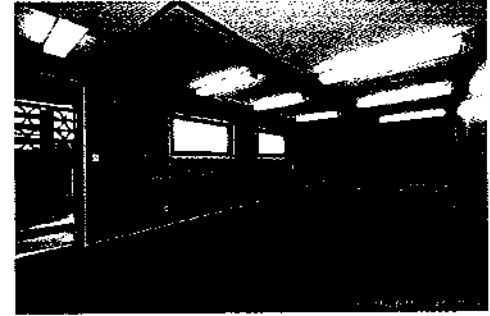
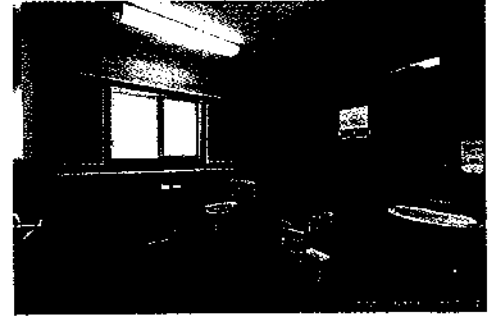
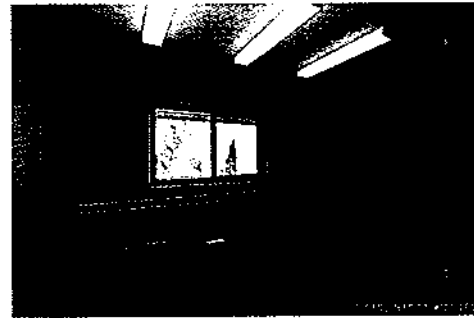
Fencing:
Pool Type:
Equip/Apl: Dishwasher, Window Coverings
Flooring: Carpeting/Wall-to-Wall, Floor Vinyl, Partial Carpet
Structures: Deck, Patio(s), Shed
Exterior Feat: One Balcony, Private Yard, Underground Sprinkler
Interior Feat: Central Air, Drywall, Security System, Smoke Detector(s)
Site Infl: Central Location, Easy Access, Flat Site, Fully Landscaped, Golf Nearby, Landscaped, Level, Other (See Remarks), Park Nearby, Paved Roads, Public Transit Nearby, Recreation Nearby, Schools Nearby, Shopping Nearby, Storage

Room	L	Dimensions	Room	L	Dimensions	Room	L	Dimensions
Living Room	L1	21'X14'	Dining Room	L1	13'X12'	Kitchen	L1	12'X12'
Master Bedroom	L1	12'6"X11'6"	Bedroom	L1	12'6"X10'6"	Bedroom	B	13'X11'6"
Bedroom	B	12'X11'	Bathroom - Half	B	7'X4'10"	Bathroom - Half	L1	10'X8'4"
Rec Room	B	28'8"X13'6"	Games Room	B	24'6"X11'	Deck	L1	24'X21'
Den / Office	L1	10'X8'	Bathroom - Half	L1	7'X3'			

Native Res: No
Title Held: Freehold
Trades:
Legal Dsc: Lot 2, Block 8, District Lot 14, Plan 348, LD41, ODYD, Except Plan KAP77340

DTL Loc: North of the corner of Pandosy Street and Cadder Avenue (lake side of Pandosy St.), 3 blocks to Okanagan Lake and beaches, 2 blocks to Kelowna General Hospital and 7 blocks to downtown Kelowna
Pub Rmks: Rare find!! .45 acre property with 2,786 sf house and 2 car attached carport, 4 bedrooms, 3 baths, lift for wheel chair, 2 brick fireplaces and walk out basement. Large kitchen/dining area with sliding glass doors opening onto a large 24' x 21' deck over the carport with stairs to access the backyard. Vinyl floors. New carpets in all bedrooms, office, living room, game and recreation room. Dual gas furnaces, newer hot water tank, Central forced air gas heating and underground sprinkler systems. Zoned RU1 with opportunity to re-zone to carriage house, or potential for a stratification for 2 houses. Existing house is positioned on the front 1/2 of the lot with a private, massive backyard.





Information Deemed Reliable But Cannot Be Guaranteed

INFORMATION ABOUT THE PROPERTY DISCLOSURE STATEMENT **RESIDENTIAL**

If this disclosure statement is being used for bare land strata, use the Property Disclosure Statement – Strata Properties along with this form.

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE PROPERTY DISCLOSURE STATEMENT.

EFFECT OF THE PROPERTY DISCLOSURE STATEMENT:

The property disclosure statement will not form part of the Contract of Purchase and Sale unless so agreed by the buyer and the seller. This can be accomplished by inserting the following wording in the Contract of Purchase and Sale:

“The attached Property Disclosure Statement dated
March 18 yr. 2019 is incorporated into
and forms part of this contract.”

ANSWERS MUST BE COMPLETE AND ACCURATE:

The property disclosure statement is designed, in part, to protect the seller by establishing that all relevant information concerning the premises has been provided to the buyer. It is important that the seller not answer “do not know” or “does not apply” if, in fact, the seller knows the answer. An answer must provide all relevant information known to the seller. In deciding what requires disclosure, the seller should consider whether the seller would want the information if the seller was a potential buyer of the premises.

BUYER MUST STILL MAKE THE BUYER'S OWN INQUIRIES:

The buyer must still make the buyer's own inquiries after receiving the property disclosure statement. Each question and answer must be considered, keeping in mind that the seller's knowledge of the premises may be incomplete. Additional information can be requested from the seller or from an independent source such as the Municipality or Regional District. The buyer can hire an independent, licensed inspector to examine the premises and/or improvements to determine whether defects exist and to provide an estimate of the cost of repairing problems that have been identified on the property disclosure statement or on an inspection report.

FOUR IMPORTANT CONSIDERATIONS:

1. The seller is legally responsible for the accuracy of the information which appears on the property disclosure statement. Not only must the answers be correct, but they must be complete. The buyer will rely on this information when the buyer contracts to purchase the premises. Even if the property disclosure statement is not incorporated into the Contract of Purchase and Sale, the seller will still be responsible for the accuracy of the information on the property disclosure statement if it caused the buyer to agree to buy the property.
2. The buyer must still make the buyer's own inquiries concerning the premises in addition to reviewing a property disclosure statement, recognizing that, in some cases, it may not be possible to claim against the seller, if the seller cannot be found or is insolvent.
3. Anyone who is assisting the seller to complete a property disclosure statement should take care to see that the seller understands each question and that the seller's answer is complete. It is recommended that the seller complete the property disclosure statement in the seller's own writing to avoid any misunderstanding.
4. If any party to the transaction does not understand the English language, consider obtaining competent translation assistance to avoid any misunderstanding.

PROPERTY DISCLOSURE STATEMENT RESIDENTIAL

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REAL ESTATE
ASSOCIATION

Date of disclosure: MARCH 18, 2014

The following is a statement made by the seller concerning the premises or bare-land strata lot located at:

ADDRESS/BARE-LAND STRATA LOT #: 2056 PANDOSY ST.

KELOWNA BC

(the "Premises")

THE SELLER IS RESPONSIBLE for the accuracy of the answers on this property disclosure statement and where uncertain should reply "Do Not Know." This property disclosure statement constitutes a representation under any Contract of Purchase and Sale if so agreed, in writing, by the seller and the buyer.	THE SELLER SHOULD INITIAL THE APPROPRIATE REPLIES.			
	YES	NO	DO NOT KNOW	DOES NOT APPLY
1. LAND				
A. Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?		<i>Answer Dm</i>	☒	☒
B. Are you aware of any past or present underground oil storage tank(s) on the Premises?		<i>Answer Dm</i>	☒	☒
C. Is there a survey certificate available?			<i>Answer Dm</i>	☒
D. Are you aware of any current or pending local improvement levies/charges?		<i>Answer Dm</i>	☒	☒
E. Have you received any other notice or claim affecting the Premises from any person or public body?		<i>Answer Dm</i>	☒	☒
2. SERVICES				
A. Indicate the water system(s) the Premises use: Municipal ☒ Community ☐ Private ☐ Well ☐ Not Connected ☐ Other _____	<i>Answer Dm</i>			
B. Are you aware of any problems with the water system?		<i>Answer Dm</i>	☒	☒
C. Are records available regarding the quantity and quality of the water available?	<i>Answer Dm</i>			
D. Indicate the sanitary sewer system the Premises are connected to: Municipal ☒ Community ☐ Septic ☐ Lagoon ☐ Not Connected ☐ Other _____	<i>Answer Dm</i>			
E. Are you aware of any problems with the sanitary sewer system?		<i>Answer Dm</i>	☒	☒
F. Are there any current service contracts; (i.e., septic removal or maintenance)?		<i>Answer Dm</i>	☒	☒
G. If the system is septic or lagoon and installed after May 31, 2005, are maintenance records available?			☒	<i>Answer Dm</i>
3. BUILDING				
A. To the best of your knowledge, are the exterior walls insulated?	<i>Answer Dm</i>			
B. To the best of your knowledge, is the ceiling insulated?	<i>Answer Dm</i>			
C. To the best of your knowledge, have the Premises ever contained any asbestos products?		<i>Answer Dm</i>	☒	☒
D. Has a final building inspection been approved or a final occupancy permit been obtained?	<i>Answer Dm</i>			
E. Has the fireplace, fireplace insert, or wood stove installation been approved by local authorities?			<i>Answer Dm</i>	☒
F. Are you aware of any infestation or unrepaired damage by insects or rodents?		<i>Answer Dm</i>	☒	☒
G. Are you aware of any structural problems with any of the buildings?		<i>Answer Dm</i>	☒	☒
H. Are you aware of any additions or alterations made in the last sixty days?		<i>Answer Dm</i>	☒	☒
I. Are you aware of any additions or alterations made without a required permit and final inspection; e.g., building, electrical, gas, etc.?		<i>Answer Dm</i>	☒	☒

Answer Dm *Answer Dm* ☐ ☐

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DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #:

2056 PANDOSY ST. KELOWNA BC

3. BUILDING (continued):	YES	NO	DO NOT KNOW	DOES NOT APPLY
J. Are you aware of any problems with the heating and/or central air conditioning system?		Anders Jm		
K. Are you aware of any moisture and/or water problems in the walls, basement or crawl space?		Anders Jm		
L. Are you aware of any damage due to wind, fire or water?		Anders Jm		
M. Are you aware of any roof leakage or unrepaired roof damage? (Age of roof if known: <u>3</u> years) <u>Approximate</u>		Anders Jm		
N. Are you aware of any problems with the electrical or gas system?		Anders Jm		
O. Are you aware of any problems with the plumbing system?		Anders Jm		
P. Are you aware of any problems with the swimming pool and/or hot tub?				Anders Jm
Q. Do the Premises contain unauthorized accommodation?				
R. Are there any equipment leases or service contracts; e.g., security systems, water purification, etc?		Anders Jm		
S. Were these Premises constructed by an "owner builder," as defined in the Homeowner Protection Act, with construction commencing, or a building permit applied for, after July 1, 1999? (If so, attach required Owner Builder Declaration and Disclosure Notice.)				Anders Jm
T. Are these Premises covered by home warranty insurance under the Homeowner Protection Act?		Anders Jm		
U. Is there a current "EnerGuide for Houses" rating number available for these premises? i) If yes, what is the rating number? _____ ii) When was the energy assessment report prepared? _____		Anders Jm		
4. GENERAL				
A. Are you aware if the Premises have been used as a marijuana grow operation or to manufacture illegal drugs?		Anders Jm		
B. Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?		Anders Jm		
* C. Are you aware if the property, or any portion of the property, is designated or proposed for designation as a "heritage site" or of "heritage value" under the Heritage Conservation Act or under municipal legislation?		Anders Jm		

For the purposes of Clause 4.B. of this form, Council Rule 5-13(1)(a)(i) and (ii) is set out below.

5-13 Disclosure of latent defects

(1) For the purposes of this section:

Material latent defect means a material defect that cannot be discerned through a reasonable inspection of the property, including any of the following:(a) *a defect that renders the real estate*(i) *dangerous or potentially dangerous to the occupants*(ii) *unfit for habitation*

Anders Jm

INITIALS

MARCH 18, 2014

PAGE 3 of 4 PAGES

DATE OF DISCLOSURE

ADDRESS/BARE-LAND STRATA LOT #:

2056 PANDOSY ST. KELOWNA BC

5. ADDITIONAL COMMENTS AND/OR EXPLANATIONS (Use additional pages if necessary.)

*4.C Subject property is in city Heritage Revitalization Area

The seller states that the information provided is true, based on the seller's current actual knowledge as of the date on page 1. Any important changes to this information made known to the seller will be disclosed by the seller to the buyer prior to closing. The seller acknowledges receipt of a copy of this property disclosure statement and agrees that a copy may be given to a prospective buyer.

x 

SELLER(S)

PLEASE READ THE INFORMATION PAGE BEFORE SIGNING.

x 

SELLER(S)

The buyer acknowledges that the buyer has received, read and understood a signed copy of this property disclosure statement from the seller or the seller's brokerage on the _____ day of _____ yr. _____.
The prudent buyer will use this property disclosure statement as the starting point for the buyer's own inquiries.

The buyer is urged to carefully inspect the Premises and, if desired, to have the Premises inspected by a licensed inspection service of the buyer's choice.

BUYER(S)

BUYER(S)

The seller and the buyer understand that neither the listing nor selling brokerages or their managing brokers, associate brokers or representatives warrant or guarantee the information provided about the Premises.

*PREC represents Personal Real Estate Corporation

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BC1002 REV. NOV 2012

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WEBForms® Nov/2012

Date: 15-Jul-2010 TITLE SEARCH PRINT
Requestor: (PC51060) ROYAL LEPAGE KELOWNA
Folio: PETERS, JACK TITLE - CA461449

Time: 11:54:38
Page 001 of 001

KAMLOOPS LAND TITLE OFFICE TITLE NO: CA461449
FROM TITLE NO: KX9032

APPLICATION FOR REGISTRATION RECEIVED ON: 31 MAY, 2007
ENTERED: 06 JUNE, 2007

REGISTERED OWNER IN FEE SIMPLE:

ALAN WYNNE ROBINSON MONK, REAL ESTATE MANAGER
DIANA MARGARETHA MONK, NURSING PROFESSOR
~~643 PIMLICO ROAD~~ 613 DEVONIAN STREET
KELOWNA, BC
~~V1W 2Z2~~ V1W 4Z8
AS JOINT TENANTS

TAXATION AUTHORITY:
CITY OF KELOWNA

DESCRIPTION OF LAND:

PARCEL IDENTIFIER: 012-494-445
LOT 2 BLOCK 8 DISTRICT LOT 14 OSOYOOS DIVISION YALE DISTRICT PLAN 348
EXCEPT PLAN KAP77340

LEGAL NOTATIONS: NONE

CHARGES, LIENS AND INTERESTS:

NATURE OF CHARGE

CHARGE NUMBER	DATE	TIME
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MORTGAGE

CA461450	2007-05-31	15:30
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REGISTERED OWNER OF CHARGE:

CIBC MORTGAGES INC.

INCORPORATION NO. A33457

CA461450

"CAUTION - CHARGES MAY NOT APPEAR IN ORDER OF PRIORITY. SEE SECTION 28, L.T.A."

DUPLICATE INDEFEASIBLE TITLE: NONE OUTSTANDING

TRANSFERS: NONE

PENDING APPLICATIONS: NONE

*** CURRENT INFORMATION ONLY - NO CANCELLED INFORMATION SHOWN ***

Kid: 125649 Plan: 348 Lot: 2 Block: 8
Address: 2056 ☒ Pandosy St Add Date:
Type: Kid Stat: Active LTO Stat: Registered Archived Date:

Zoning

Zoning: ☒ RU1 LUC: No Future Land Use: ☒ S2RES Aviation Zone: No

Development Permit Information

Current DP: No

Other DPA Considerations

Industrial: No Lake Shoreline: No Urban Centre: No
Commercial: No Hazardous Condition: No Village Centre: No
Multi-Family: No Natural Environment: No Arterial: Arterial
Second Unit: No Wildland Fire Hazard: No

Environmental DP: Exempt

Heritage Features

Heritage Register: No Revitalization Agreement: No
Conservation Area: Designation Bylaw: No
Abbott Marshall

Miscellaneous

Mapsheet Number: 25-24 ALR: No
OCP Sectors: Park/Recreational: No
Central City Tree Soil Bylaw: No

Utility Information

Water Provider: CITY Water Spec Area: 1 BSID 116744 Water Connection Status: Connected - Billed thru Utility Company
Sewer Spec Area: 1 BSID 137316 Sewer Connection Status: Connected - Billed thru Utility Company
Electrical Provider: CITY BSID 116743 Elec Connection Status: Connected - Billed thru Utility Company

DCC Codes

Water: A Parks: A Sewer: A Roads: I Treatment: A Drainage: A

** End of Report **





Black Peter

Sales Representative - ROYAL LEPAGE KELOWNA
"Oh by the way - I'm never too busy for your Referrals"

Office: 250-860-1100
Fax: 250-860-0595
jackpeters@royallepage.ca
jackpetersrealestate.com

Tax Assessment Full

Tax Record Detail

DB Modified: 2014/01/01
Prop Modified: 2014/01/01
Jurisdiction: 214 City of Kelowna
Roll No: 2720

Address: **2056 PANDOSY Street**

PID/MHR Details

PID No: **012-494-445**
Additional PID #'s
MHR(s):

Municipal Taxes

Tax Year: 2013 Gross TxS: \$7,487

Actual Values

Year:	2014	Land:	\$393,000	Imprvmnts:	\$113,000	Total:	\$506,000
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Taxable Values

<u>Municipal</u>	<u>Land</u>	<u>Imprvmnts</u>	<u>Total</u>	<u>Sch/Hosp</u>	<u>Land</u>	<u>Imprvmnts</u>	<u>Total</u>
Gross:	\$393,000	\$113,000	\$506,000	Gross:	\$393,000	\$113,000	\$506,000
Exmpt:	\$	\$10,000	\$10,000	Exmpt:	\$	\$10,000	\$10,000
Net:	\$393,000	\$103,000	\$496,000	Net:	\$393,000	\$103,000	\$496,000

Legal Description

Plan: **KAP348** Lot: **2** Block: **8** Dist Lot: **14**
 Section: Tnshp: Range: Meridian:
 L.D.: **41 Osoyoos Div of Yale** Freeform: **Except Plan KAP77340.**

Lot Size

SqFt: Width: Acres: **0.4500** Depth:

Last Three Sales per BCA

<u>Year</u>	<u>Month</u>	<u>Price</u>	<u>Title</u>	<u>Type</u>
2007	5	\$485000	CA461449	Improved Single Property Cash Transaction
2005	2	\$0	KX9032	Reject - Not Suitable for Sales Analysis
1994	9	\$215000	KH96199	Improved Single Property Cash Transaction

Exemption/Taxation Code

Nghbrhd:	Tenure:	Crown-Granted
Actual Use:	Equity:	Registered Owner
Office Building (Primary Use)		

Miscellaneous Codes

School Dist:	23	Elect Area:	Impr Dist:	Spc/Df Ar:
Reg Dist:	07	Indian Band:	Local Area:	

Owner Information

Owner 1 Address: **613 DEVONIAN AVE
KELOWNA BC
V1W4Z8**

Owner 2 Address:
Owner 3 Address:
Owner 4 Address:

Huber



Information Deemed Reliable But Cannot Be Guaranteed

CONTRACT OF PURCHASE AND SALE INFORMATION ABOUT THIS CONTRACT

THIS INFORMATION IS INCLUDED FOR THE ASSISTANCE OF THE PARTIES ONLY. IT DOES NOT FORM PART OF THE CONTRACT AND SHOULD NOT AFFECT THE PROPER INTERPRETATION OF ANY OF ITS TERMS.

1. **CONTRACT:** This document, when signed by both parties, is a legally binding contract. READ IT CAREFULLY. The parties should ensure that everything that is agreed to is in writing.
2. **DEPOSIT(S):** Section 28 of the *Real Estate Services Act* requires that money held by a brokerage in respect of a real estate transaction for which there is an agreement between the parties for the acquisition and disposition of the real estate be held by the brokerage as a stakeholder. The money is held for the real estate transaction and not on behalf of one of the parties. If a party does not remove a subject clause, the brokerage requires the written agreement of both parties in order to release the deposit. If both parties do not sign the agreement to release the deposit, then the parties will have to apply to court for a determination of the deposit issue.
3. **COMPLETION:** (Clause 4) Unless the parties are prepared to actually meet at the Land Title Office and exchange title documents for the Purchase Price, it is, in every case, advisable for the completion of the sale to take place in the following sequence:
 - (a) The Buyer pays the Purchase Price or down payment in trust to the Buyer's Lawyer or Notary (who should advise the Buyer of the exact amount required) several days before the Completion Date and the Buyer signs the documents.
 - (b) The Buyer's Lawyer or Notary prepares the documents and forwards them for signature to the Seller's Lawyer or Notary who returns the documents to the Buyer's Lawyer or Notary.
 - (c) The Buyer's Lawyer or Notary then attends to the deposit of the signed title documents (and any mortgages) in the appropriate Land Title Office.
 - (d) The Buyer's Lawyer or Notary releases the sale proceeds at the Buyer's Lawyer's or Notary's office.

Since the Seller is entitled to the Seller's proceeds on the Completion Date, and since the sequence described above takes a day or more, it is strongly recommended that the Buyer deposits the money and the signed documents AT LEAST TWO DAYS before the Completion Date, or at the request of the Conveyancer, and that the Seller delivers the signed transfer documents no later than the morning of the day before the Completion Date.

While it is possible to have a Saturday Completion Date using the Land Title Office's Electronic Filing System, parties are strongly encouraged NOT to schedule a Saturday Completion Date as it will restrict their access to fewer lawyers or notaries who operate on Saturdays; lenders will generally not fund new mortgages on Saturdays; lenders with existing mortgages may not accept payouts on Saturdays; and other offices necessary as part of the closing process may not be open.

4. **POSSESSION:** (Clause 5) the Buyer should make arrangements through the real estate licensees for obtaining possession. The Seller will not generally let the Buyer move in before the Seller has actually received the sale proceeds. Where residential tenants are involved, Buyers and Sellers should consult the *Residential Tenancy Act*.
5. **TITLE:** (Clause 9) It is up to the Buyer to satisfy the Buyer on matters of zoning or building or use restrictions, toxic or environmental hazards, encroachments on or by the Property and any encumbrances which are staying on title before becoming legally bound. It is up to the Seller to specify in the Contract if there are any encumbrances, other than those listed in Clause 9, which are staying on title before becoming legally bound. If you as the Buyer are taking out a mortgage, make sure that title, zoning and building restrictions are all acceptable to your mortgage company. In certain circumstances, the mortgage company could refuse to advance funds. If you as the seller are allowing the Buyer to assume your mortgage, you may still be responsible for payment of the mortgage, unless arrangements are made with your mortgage company.
6. **CUSTOMARY COSTS:** (Clause 15) In particular circumstances there may be additional costs, but the following costs are applicable in most circumstances:

Costs to be Borne by the Seller

Lawyer or Notary Fees and Expenses:
- attending to execution documents.
Costs of clearing title, including:
- discharge fees charged by encumbrance holders,
- prepayment penalties.
Real Estate Commission (plus GST).
Goods and Services Tax.

Costs to be Borne by the Buyer

Lawyer or Notary Fees and Expenses:
- searching title,
- investigating title,
- drafting documents.
Land Title Registration fees.
Survey Certificate (if required).
Costs of Mortgage, including:
- mortgage company's Lawyer/Notary.

- appraisal (if applicable)
- Land Title Registration fees.
Fire Insurance Premium.
Sales Tax (if applicable).
Property Transfer Tax.
Goods and Services Tax.

7. **RISK:** (Clause 16) The Buyer should arrange for insurance to be effective on the earlier of the Completion Date or the date the Seller receives the proceeds of sale, or the date the Seller vacates the property.
8. **FORM OF CONTRACT:** This Contract of Purchase and Sale is designed primarily for the purchase and sale of freehold residences. If your transaction involves:
 - a house or other building under construction
 - a lease
 - a business
 - an assignment

- other special circumstances (including the acquisition of land situated on a First Nations reserve)
Additional provisions, not contained in this form, may be needed, and professional advice should be obtained. A Property Disclosure Statement completed by the Seller may be available.



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

PAGE 1 of 5 PAGES

ROYAL LEPAGE
KELOWNA

CONTRACT OF PURCHASE AND SALE

BROKERAGE: Royal LePage Kelowna

DATE: June 30, 2014

ADDRESS: #1 - 1890 Cooper Road Kelowna

PC: V1Y 8B7 PHONE: 250-860-1100

PREPARED BY: Mark Walker

MLS® NO: 10078657

SELLER: Alan Monk
SELLER: Diana Monk
ADDRESS: 2056 Pandosy ST

BUYER: Jim Davidson
BUYER: Carmen Froment
ADDRESS: _____

Kelowna, B.C. PC: V1Y 1S3

Kelowna, BC PC: _____

PHONE: _____

PHONE: _____

RESIDENT OF CANADA ☐ NON-RESIDENT OF CANADA ☐
as defined under the *Income Tax Act*.

OCCUPATION: _____

PROPERTY:

2056 Pandosy ST

UNIT NO.

ADDRESS OF PROPERTY

Kelowna, B.C.

V1Y 1S3

CITY/TOWN/MUNICIPALITY

POSTAL CODE

012-494-445

PID

OTHER PID(S)

Lot 2, Block 8, District Lot 14, Plan 348, LD41, ODV, Plan KAP77340

LEGAL DESCRIPTION

The Buyer agrees to purchase the Property from the Seller on the following terms and subject to the following conditions.

1. **PURCHASE PRICE:** The purchase price of the Property will be Five Hundred Thousand and two thousand five hundred DOLLARS \$ 500,000.00 (Purchase Price)

2. **DEPOSIT:** A deposit of \$ 25,000.00 which will form part of the Purchase Price, will be paid within 24 hours of acceptance unless agreed as follows:
Upon Removal of Subjects

All monies paid pursuant to this section (Deposit) will be paid in accordance with section 10 or by uncertified cheque except as otherwise set out in this section 2 and will be delivered in trust to Royal LePage Kelowna and held in trust in accordance with the provisions of the *Real Estate Services Act*. In the event the Buyer fails to pay the Deposit as required by this Contract, the Seller may, at the Seller's option, terminate this Contract. The party who receives the Deposit is authorized to pay all or any portion of the Deposit to the Buyer's or Seller's conveyancer (the "Conveyancer") without further written direction of the Buyer or Seller, provided that: (a) the Conveyancer is a Lawyer or Notary; (b) such money is to be held in trust by the Conveyancer as stakeholder pursuant to the provisions of the *Real Estate Services Act* pending the completion of the transaction and not on behalf of any of the principals to the transaction; and (c) if the sale does not complete, the money should be returned to such party as stakeholder or paid into Court.

INITIALS

COPYRIGHT - BC REAL ESTATE ASSOCIATION AND CANADIAN BAR ASSOCIATION (BC BRANCH)
WEBForm 9 July 2014

PROPERTY ADDRESS

3. **TERMS AND CONDITIONS:** The purchase and sale of the Property includes the following terms and is subject to the following conditions:

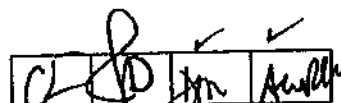
As Per Attached Addendum

Each condition, if so indicated is for the sole benefit of the party indicated. Unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this Contract will be terminated thereupon and the Deposit returnable in accordance with the *Real Estate Services Act*.

4. **COMPLETION:** The sale will be completed on July 31, yr. 2014
(Completion Date) at the appropriate Land Title Office.
5. **POSSESSION:** The Buyer will have vacant possession of the Property at upon title registration m. on July 31, yr. 2014 (Possession Date) OR, subject to the following existing tenancies, if any:
6. **ADJUSTMENTS:** The Buyer will assume and pay all taxes, rates, local improvement assessments, fuel utilities and other charges from, and including, the date set for adjustments, and all adjustments both incoming and outgoing of whatsoever nature will be made as of July 31, yr. 2014 (Adjustment Date).
7. **INCLUDED ITEMS:** The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto, and all blinds, awnings, screen doors and windows, curtain rods, tracks and valances, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Buyer at the date of inspection, INCLUDING:
- Fridge, Stove, Dishwasher.

BUT EXCLUDING:

8. **VIEWED:** The Property and all included items will be in substantially the same condition at the Possession Date as when viewed by the Buyer on June 30, yr. 2014
9. **TITLE:** Free and clear of all encumbrances except subsisting conditions, provisos, restrictions exceptions and reservations, including royalties, contained in the original grant or contained in any other grant or disposition from the Crown, registered or pending restrictive covenants and rights-of-way in favour of utilities and public authorities, existing tenancies set out in Clause 5, if any, and except as otherwise set out herein.
10. **TENDER:** Tender or payment of monies by the Buyer to the Seller will be by certified cheque, bank draft, cash or Lawyer's/Notary's or real estate brokerage's trust cheque.
11. **DOCUMENTS:** All documents required to give effect to this Contract will be delivered in registrable form where necessary and will be lodged for registration in the appropriate Land Title Office by 4 pm on the Completion Date.


INITIALS

PROPERTY ADDRESS

- 12. TIME:** Time will be of the essence hereof, and unless the balance of the cash payment is paid and such formal agreements to pay the balance as may be necessary is entered into on or before the Completion Date, the Seller may, at the Seller's option, terminate this Contract, and, in such event, the amount paid by the Buyer will be non-refundable and absolutely forfeited to the Seller in accordance with the *Real Estate Services Act*, on account of damages, without prejudice to the Seller's other remedies.
- 13. BUYER FINANCING:** If the Buyer is relying upon a new mortgage to finance the Purchase Price, the Buyer, while still required to pay the Purchase Price on the Completion Date, may wait to pay the Purchase Price to the Seller until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Buyer has: (a) made available for tender to the Seller that portion of the Purchase Price not secured by the new mortgage, and (b) fulfilled all the new mortgagee's conditions for funding except lodging the mortgage for registration, and (c) made available to the Seller, a Lawyer's or Notary's undertaking to pay the Purchase Price upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds pursuant to the Canadian Bar Association (BC Branch) (Real Property Section) standard undertakings (the "CBA Standard Undertakings").
- 14. CLEARING TITLE:** If the Seller has existing financial charges to be cleared from title, the Seller, while still required to clear such charges, may wait to pay and discharge existing financial charges until immediately after receipt of the Purchase Price, but in this event, the Seller agrees that payment of the Purchase Price shall be made by the Buyer's Lawyer or Notary to the Seller's Lawyer or Notary, on the CBA Standard Undertakings to pay out and discharge the financial charges, and remit the balance, if any, to the Seller.
- 15. COSTS:** The Buyer will bear all costs of the conveyance and, if applicable, any costs related to arranging a mortgage and the Seller will bear all costs of clearing title.
- 16. RISK:** All buildings on the Property and all other items included in the purchase and sale will be, and remain, at the risk of the Seller until 12:01 am on the Completion Date. After that time, the Property and all included items will be at the risk of the Buyer.
- 17. PLURAL:** In this Contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns; singular includes plural and masculine includes feminine.
- 18. REPRESENTATIONS AND WARRANTIES:** There are no representations, warranties, guarantees, promises or agreements other than those set out in this Contract and the representations contained in the Property Disclosure Statement if incorporated into and forming part of this Contract, all of which will survive the completion of the sale.
- 19. PERSONAL INFORMATION:** The Buyer and the Seller hereby consent to the collection, use and disclosure by the Brokerages and by the managing broker(s), associate broker(s) and representative(s) of those Brokerages (collectively the "Licensee(s)") described in Clause 20, the real estate boards of which those Brokerages and Licensees are members and, if the Property is listed on a Multiple Listing Service®, the real estate board that operates the Multiple Listing Service®, of personal information about the Buyer and the Seller:
- A. for all purposes consistent with the transaction contemplated herein;
 - B. if the Property is listed on a Multiple Listing Service®, for the purpose of the compilation, retention and publication by the real estate board that operates the Multiple Listing Service® and other real estate boards of any statistics including historical Multiple Listing Service® data for use by persons authorized to use the Multiple Listing Service® of that real estate board and other real estate boards;
 - C. for enforcing codes of professional conduct and ethics for members of real estate boards; and
 - D. for the purposes (and to the recipients) described in the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®*.



INITIALS

2056 Pandosy ST
PROPERTY ADDRESS

Kelowna, B.C.

V1Y 1S3

PAGE 4 of 5 PAGES

20. AGENCY DISCLOSURE: The Seller and the Buyer acknowledge having received, read and understood the brochure published by the British Columbia Real Estate Association entitled *Working With a REALTOR®* and acknowledge and confirm as follows:

A. the Seller has an agency relationship with

Jack Peters who is licensed in relation to Royal LePage Kelowna
DESIGNATED AGENT/LICENSEE BROKERAGE

B. the Buyer has an agency relationship with

Mark Walker who is licensed in relation to Royal LePage Kelowna
DESIGNATED AGENT/LICENSEE BROKERAGE

C. the Buyer and the Seller have consented to a limited dual agency relationship with

DESIGNATED AGENT/LICENSEE

who is/are licensed in relation to _____
BROKERAGE

having signed a Limited Dual Agency Agreement dated _____

If only (A) has been completed, the Buyer is acknowledging no agency relationship. If only (B) has been completed, the Seller is acknowledging no agency relationship.

21. ACCEPTANCE IRREVOCABLE (Buyer and Seller): The Seller and the Buyer specifically confirm that this Contract of Purchase and Sale is executed under seal. It is agreed and understood that the Seller's acceptance is irrevocable, including without limitation, during the period prior to the date specified for the Buyer to either:

A. fulfill or waive the terms and conditions herein contained; and/or

B. exercise any option(s) herein contained.

22. THIS IS A LEGAL DOCUMENT. READ THIS ENTIRE DOCUMENT AND INFORMATION PAGE BEFORE YOU SIGN.

23. OFFER: This offer, or counter-offer, will be in full force and effect until 1 o'clock pm on June 30 - July 1, yr. 2014. It is withdrawn in writing with notification to the other party of such revocation prior to notification of its acceptance, and upon acceptance of the offer, or counter-offer, by accepting in writing and notifying the other party of such acceptance, there will be a binding Contract of Purchase and Sale on the terms and conditions set forth.

X
WITNESS

X
WITNESS

BUYER

BUYER

SEAL Jim Davidson

PRINT NAME

SEAL Carmen Froment

PRINT NAME

24. ACCEPTANCE: The Seller (a) hereby accepts the above offer and agrees to complete the sale upon the terms and conditions set out above, (b) agrees to pay a commission as per the Listing Contract, and (c) authorizes and instructs the Buyer and anyone acting on behalf of the Buyer or Seller to pay the commission out of the proceeds of sale and forward copies of the Seller's Statement of Adjustments to the Cooperating/Listing Brokerage, as requested forthwith after completion.

Seller's acceptance is dated

X
WITNESS

X
WITNESS

SELLER

SELLER

SEAL Allen Monk

PRINT NAME

SEAL Diana Monk

PRINT NAME

BCREA represents British Columbia Real Estate Corporation

Memberships are issued or controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA (REALTOR®) and/or the quality of service they provide (MRSP).

BC2057 REV DA NOV 2013

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WEBFORM® Jan 2014



BRITISH COLUMBIA
REAL ESTATE
ASSOCIATION



THE CANADIAN
BAR ASSOCIATION
British Columbia Branch

CONTRACT OF PURCHASE AND SALE ADDENDUM

MLS® NO.: 10078657

DATE: June 30, 2014

PAGE 5 of 5 PAGES

RE: ADDRESS 2056 Pandosy ST Kelowna, B.C. V1Y 1S3
LEGAL DESCRIPTION: Lot 2, Block 8, District Lot 14, Plan 348, LD41, ODYD, Except Plan KAP77340
PID 012-494-445 OTHER PID(S) _____

FURTHER TO THE CONTRACT OF PURCHASE AND SALE DATED June 30, 2014
MADE BETWEEN Jim Davidson Carmen Froment AS BUYER, AND
Allan Monk Diana Monk AS SELLER AND COVERING
THE ABOVE-MENTIONED PROPERTY, THE UNDERSIGNED HEREBY AGREE AS FOLLOWS:

1. TITLE SEARCH

Subject to the Buyer(s) on or before July 10, 2014 searching and approving title to the property against the presence of any charge or other feature, whether registered or not, that may reasonably affect the property's use or value. The Buyer(s) are advised to obtain title insurance. This condition is for the sole benefit of the Buyer(s).

2. PROPERTY DISCLOSURE STATEMENT

Subject to the Buyer(s) on or before July 10, 2014 approving the Property Disclosure Statement dated March 18, 2014 to be received with respect to the information that reasonably may adversely affect the use or value of the property. If approved, such statement will be incorporated into and form part of this contract. This condition is for the sole benefit of the Buyer(s).

3. HOME & PROPERTY INSPECTION

Subject to the Buyer(s), at the Buyer's expense, obtaining and approving a Home & Property Inspection Report on the property by July 10, 2014 from a qualified professional Home Inspector of the Buyer's choice. The Seller agrees to allow access to the property upon reasonable notice. This condition is for the sole benefit of the Buyer(s).

4. Subject to the Buyer(s) being satisfied with the ability to rezone the property to RU6, as well as being satisfied with any building schemes or restrictions set out by the City of Kelowna, by July 10, 2014

5. The Buyer(s) reserve the right to assign this contract.

6. Subject to the Buyer(s) being satisfied that the property tax amount will be reduced in 2015 back to a residential rate.

X

WITNESS

X

WITNESS

X

WITNESS

X

WITNESS

BUYER

BUYER

SELLER

SELLER

⑆ Jim Davidson

PRINT NAME

⑆ Carmen Froment

PRINT NAME

⑆ Allan Monk

PRINT NAME

⑆ Diana Monk

PRINT NAME

*PREC represents Personal Real Estate Corporation
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and/or the quality of services they provide (MLS®).

BC2005 REV MAR/12

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WEBForms® Mar/2012



July 08, 2014

CARMEN FROMENT
112 TIMBERLINE RD
KELOWNA, BC V1W 4J6

TO WHOM IT MAY CONCERN:

This letter confirms that the following person is an employee of Air Canada:

Name:	CARMEN FROMENT
Position:	FLIGHT ATTENDANT
Service Date:	June 12, 1978

This letter is valid until August 07, 2014.

Contact Information

If you need additional information, please contact the HR Connex Centre toll-free at 1-855-855-0785, Monday to Friday, from 8 a.m. to 6 p.m. (ET). For employees outside of Canada and the USA please contact your local Human Resources office.

Employee Services
1-855-855-0785

Air Canada
P.O. Box 768 Winnipeg, MB, R3C 2N2

Pay Group: P02-Cdn Flight Attendants Business Unit AC001
Pay Begin Date: 2013/10/31 Advice # 000000007754964
Pay End Date: 2013/12/02 Advice Date: 2013/12/17

CARMEN FROMENT
112 TIMBERLINE RD
KELOWNA BC CAN V1W 4J6

Employer ID: 089375
Department: 0297-Crew Sched Centre
Location: Vancouver B080
Job Title: Flight Attendant
Pay Rate: \$51.220000 Hourly

TAX DATA: Federal Quebec
Net Claim Amount: 11,038.00 11,195.00
Special Letters:
Addl. Percent:
Addl. Amount:

HOURS AND EARNINGS					AFTER-TAX DEDUCTIONS			TAXES			
Description	Current		YTD		Description	Current	YTD	Description	Current		YTD
	Hours	Earnings	Hours	Earnings					Current	YTD	
Crew Cycle Expenses		1,321.46		8,598.93	Accident Insurance	1.60	19.20	Canada Pension Plan	115.92	2,356.20	
Boutique		14.92		136.04	CUTE WIP Premium	87.59	549.15	Canadian Income Tax	368.98	7,382.05	
1H Att Flying Pay	149.37	3,791.16	2,008.05	39,814.24	R & R Uniforms	0.00	29.41	Employment Insurance	0.00	891.12	
Grd Duty See To Psgr		2.13		2.13							
Pre-Post		14.94		158.99							
CUTE Monthly Advance		1,000.00		0.00							
Onboard Cafe-Bonus		0.00		6.94							
Annual Profit Sharing		0.00		156.66							
Duty Extension Premium		0.00		1,124.55							
Draft Premium		0.00		766.60							
Reimburse Ftwear Exp		0.00		120.00							
Vacation Taken-FLT		0.00		8,594.74							
Training Days Off		0.00		582.64							
Total:	149.37	4,144.61	2,008.05	60,062.46	Total:	89.19	597.76	Total:	504.90	10,629.37	
TOTAL GROSS CIP TAXABLE GROSS					BEFORE-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS			
					Description	Current	YTD	Description	Current	YTD	
					Standard Pension CUTE	171.37	2,296.97	* A D & D Insurance	0.92	2.76	
					Union Dues-Airline CU	57.12	765.66	Dental Insurance	96.54	1,189.02	
								*Basic Group Life Ins	22.05	257.86	
								Supp Health Ins	252.37	3,028.44	
								A D & D Insurance	0.00	8.28	

Air Canada

F.O. Box 768 Windsor, MB. R3C 2N2

Pay Group: 702-Cdn Flight Attendants

Pay Begin Date: 20140501

Pay End Date:	2014-05-31
---------------	------------

Business Unit

Advice #:

Advice Date:

AC 001

000000052059

2014-06-17

CARMEN FROMENT
112 TIMBERLINE RD
NELOWNA BC CAN V1W 4J6

Employee ID:	880375
Department:	0207-IFS Operations
Location:	Vancouver B080
Job Title:	Flight Attendant
Pay Rate:	352.76000 Hourly

TAX DATA:	Federal	Quebec
Net Claim Amt.:	11,138.00	11,305.00
Spcl. Letters:		
Addl. Pct.:		
Addl. Amt.:		

HOURS AND EARNINGS					AFTER-TAX DEDUCTIONS			TAXES		
Description	Current Hours	Earnings	YTD Hours	Earnings	Description	Current	YTD	Description	Current	YTD
Crew Cycle Expenses		578.88		4,581.15	Accident Insurance	1.60	9.68	Canada Pension Plan	169.10	1,233.54
Boutique		2.91		89.90	CUPE WTP Premium	78.67	573.45	Employment Insurance	63.79	491.42
Fit At Flying Pay	148.20	3,896.31	952.46	22,779.43				Canadian Income Tax	525.52	3,987.47
Pre-Paid		6.59		79.71						
Training Days Off		356.91		578.99						
Arbitration Award-Non Pen		100.00		100.00						
CUPE Monthly Advance		-1,000.00		0.00						
Outboard Cafe-Bonus		0.00		6.52						
Vacation Taken-FLT		0.00		1,493.92						
Annual Profit Sharing		0.00		1,010.74						
TOTAL:	148.20	0.00	952.46	30,640.36	TOTAL:	100.27	583.05	TOTAL:	758.41	5,632.43
					BEFORE-TAX DEDUCTIONS			EMPLOYER PAID BENEFITS		
Description	Current		YTD		Description	Current	YTD	Description	Current	YTD
Standard Pension CUPE	193.04		1,121.93		*A & D Insurance	0.92	5.52	Dental Insurance	105.46	623.84
Union Dues-Airline CU	64.38		373.98		*Basic Group Life Ins	22.43	134.18	Supp Health Ins	264.99	1,577.32
					*Recognition Shares	0.00	390.65	*T.R. Interest-Free I.	0.00	0.28
TOTAL:	148.20	0.00	952.46	30,640.36	TOTAL:	257.39	1,498.91	* Taxable	393.80	2,731.81
TOTAL GROSS		GIT TAXABLE GROSS		GIT TAXABLE GROSS	TOTAL TAXES		TOTAL DEDUCTIONS	NET PAY		
Current:	3,971.60		3,158.68	0.00		758.41	357.66	2,855.93		
YTD:	30,640.36		25,173.95	0.00		5,632.43	2,078.96	22,928.97		

Time Bank Balance
End Balance: 0.00

NET PAY DISTRIBUTION	
Advice #000004000052089	2,855.53
TOTAL:	2,855.53

MESSAGE:

DIRECT DEPOSIT DISTRIBUTION		
Account Type	Account Number	Deposit Amount
Checking	5061248	2,855.53
TOTAL:		\$2,855.53



Residential Tenancy Branch

Residential Tenancy Agreement

#RTB-1

Important Notes:

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 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.

The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Tenancy Act (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.

HOW TO COMPLETE THIS FORM ELECTRONICALLY: If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (print clearly, using dark ink) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#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)

0965634 BC Ltd	
last name	first and middle name(s)
last name	first and middle name(s)

and the **TENANT(S)**:

Scott	JAMES A
last name	first and middle name(s)
250-826-6279	
last name	first and middle name(s)

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

	417 Cedar Ave	Kelowna	B.C.	V1Y 4X2
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the ☒ landlord ☒ landlord's agent: CARMEN & JIM DAVIDSON

	112 Timberland Rd	Kelowna	BC	V1W 4J6
unit	address	city	province	postal code

250	764-4946	604	805-1418	Jim's cell	
daytime phone number		other phone number		fax number 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 a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY (please fill in the dates and times in the spaces provided)

This tenancy starts on:

1st April 2014
day month year

Length of tenancy: (please check a, b or c and provide additional information as requested)

This tenancy is:

☐ a) on a month-to-month basis

☒ b) for a fixed length of time: 12 months ending on: 31st March 2015
length of time day month year

At the end of this fixed length of time: (please check one option, i or ii)

☒ i) the tenancy may continue on a month-to-month basis or another fixed length of time

☐ ii) the tenancy ends and the tenant must move out of the residential unit

If you choose this option, both the landlord and tenant must initial in the boxes to the right.

Landlord's
Initials

Tenant's
Initials

☐ c) other periodic tenancy as indicated below:

☐ weekly ☐ bi-weekly ☐ other: _____

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

a) Payment of Rent:

The tenant will pay the rent of \$ 1,100. 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) _____ 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 to the tenant, which may take effect not earlier than 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.

☐ Water	☒ Stove and Oven	☒ Window Coverings	☒ Storage
☐ Electricity	☐ Dishwasher	☐ Cablevision	☐ Garbage Collection
☐ Heat	☒ Refrigerator	☒ Laundry (free)	☒ Parking for <u>2</u> vehicle(s)
☐ Furniture	☒ Carpets	☐ Sheets and Towels	☐ Other: _____
☐ Additional Information: _____			

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

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

500.-

by

day	month	year

paid April 1st, 2013

B. Pet Damage Deposit ☐ not applicable

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

50.

by

day	month	year

paid April 1st, 2013

1) The landlord agrees

- that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- 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
 - the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
 - 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

- the date the tenancy ends, or
- the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1), the landlord

- may not make a claim against the security deposit or pet damage deposit, and
- 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 Animal Act.

6. CONDITION INSPECTIONS

- 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
 - when the tenant is entitled to possession,
 - when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - at the end of the tenancy.
- The landlord and tenant may agree on a different day for the condition inspection.
- 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

- The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 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.
- The landlord must give the tenant a receipt for rent paid in cash.
- 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 Office or Service BC-Government Agent Office.
- 2) A landlord must give a tenant 3 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 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 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 of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment a new tenant must assume all of the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may 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 a dispute resolution officer'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.
- 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 a dispute resolution officer 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 the entry;
 - d) the tenant has abandoned the rental unit;
 - e) the landlord has an order of a dispute resolution officer or court saying the landlord may enter the rental 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 a dispute resolution officer'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 rental 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 Office.
- 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. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

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): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

last name DAVIDSON	first and middle name(s) Jim E
Signature: <i>Jim Davidson</i>	Date: March 24, 2014
last name FROMENT	first and middle name(s) CARMEN
Signature: <i>Carmen Froment</i>	Date: March 24, 2014

TENANT(S):

last name SCOTT	first and middle name(s) JAMES
Signature: <i>James Scott</i>	Date: March 24, 2014
last name /	first and middle name(s) /
Signature: /	Date: March 24, 2014

General Information about Residential Tenancy Agreements

Important Legal Document – This tenancy agreement is an important legal document. Keep it in a safe place.

Additional Terms – Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement.

Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

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.

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.

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.

FOR MORE INFORMATION

RTB Website: www.rto.gov.bc.ca

Public Information Lines: 1-800-665-8779 (toll free) 604-660-1020 250-387-1602



Number: BC0965634

CERTIFICATE OF INCORPORATION

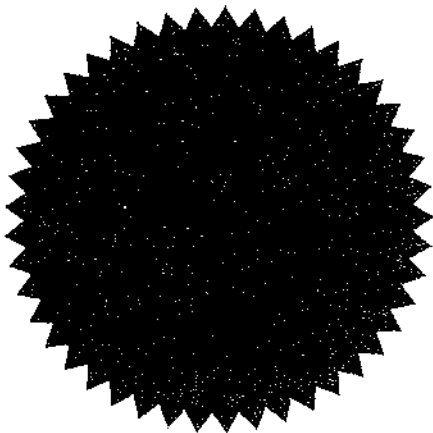
BUSINESS CORPORATIONS ACT

I Hereby Certify that 0965634 B.C. LTD. was incorporated under the Business Corporations Act on March 21, 2013 at 10:45 AM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On March 21, 2013*



CAROL PREST
Registrar of Companies
Province of British Columbia
Canada





BC Registry
Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
250 356-8626

CERTIFIED COPY

Of a Document filed with the Province of
British Columbia Registrar of Companies

Notice of Articles

BUSINESS CORPORATIONS ACT

CAROL PREST

This Notice of Articles was issued by the Registrar on: March 21, 2013 10:45 AM Pacific Time

Incorporation Number: BC0965634

Recognition Date and Time: Incorporated on March 21, 2013 10:45 AM Pacific Time

NOTICE OF ARTICLES

Name of Company:

0965634 B.C. LTD.

REGISTERED OFFICE INFORMATION

Mailing Address:

MONTGOMERY MILES LAW FIRM
410 - 1708 DOLPHIN AVENUE
KELOWNA BC V1Y 9S4
CANADA

Delivery Address:

MONTGOMERY MILES LAW FIRM
410 - 1708 DOLPHIN AVENUE
KELOWNA BC V1Y 9S4
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

MONTGOMERY MILES LAW FIRM
410 - 1708 DOLPHIN AVENUE
KELOWNA BC V1Y 9S4
CANADA

Delivery Address:

MONTGOMERY MILES LAW FIRM
410 - 1708 DOLPHIN AVENUE
KELOWNA BC V1Y 9S4
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
DAVIDSON, JAMES EDWARD

Mailing Address:
112 TIMBERLINE ROAD
KELOWNA BC V1W 4J6
CANADA

Delivery Address:
112 TIMBERLINE ROAD
KELOWNA BC V1W 4J6
CANADA

Last Name, First Name, Middle Name:
FROMENT, CARMEN

Mailing Address:
112 TIMBERLINE ROAD
KELOWNA BC V1W 4J6
CANADA

Delivery Address:
112 TIMBERLINE ROAD
KELOWNA BC V1W 4J6
CANADA

AUTHORIZED SHARE STRUCTURE

1.	100,000	Class "A" Voting Common Shares	Without Par Value
			With Special Rights or Restrictions attached

2.	100,000	Class "B" Voting Common Shares	Without Par Value
			With Special Rights or Restrictions attached

3.	100,000	Class "C" Non-Voting Common Shares	Without Par Value
			With Special Rights or Restrictions attached

4.	100,000	Class "D" Non-Voting Common Shares	Without Par Value
			With Special Rights or Restrictions attached