

Notice of Rent Increase – Residential Rental Units

#RTB-7

FORM DIRECTIONS: If you are accessing this agreement from the B.C. Government Web site, it can be filled out at the computer workstation. It can also be printed and completed by hand. If completing sections by hand, please *print clearly, using dark ink*. If you are completing this form at a computer, simply type in your response 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. It's important to note that 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.

This form is used by the landlord to notify a tenant of a rent increase. The landlord must give the tenant at least three months notice. See page 2 for further information.

A. TO THE TENANT(s):					
Full Name(s):					
Cook	Trent				
last name	first name	middle name(s)			
Eng	Denise				
last name	first name	middle name(s)			
Mailing Address and Phone:					
#317		8900	Citation Drive		
site number	box number	street number	street name		
Richmond	BC	V6Y 3A3	604	928-3100	
city	province	postal code	home phone		business phone
Rental Address: (if different from above)					

B. FROM THE LANDLORD: <i>(if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)</i>					
Full Name:					
Kluge	Mark & Joan				
last name	first name	middle name(s)			
Mailing Address and Phone:					
		4676	55B Street		
site number	box number	street number	street name		
Delta	BC	V4K 3B7	604	710-4985	
city	province	postal code	home phone		business phone

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

C. NOTICE OF RENT INCREASE:

1) **Date of Last Rent Increase:** (landlord to complete either option a or b)

a) the date your last rent increase came into effect was:
day month year

b) As this is your first rent increase, the date your rent was established:
day month year

2) **Amount of Rent Increase:**

• The current rent is: \$ ☐ weekly ☒ monthly ☐ other:

• The rent increase is \$ ☐ weekly ☒ monthly ☐ other:

• Your new rent will be: \$ ☐ weekly ☒ monthly ☐ other:

• Your new rent is payable starting on:
day month year

D. LANDLORD'S SIGNATURE: The information provided on this form is true and correct.

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

Kluge	Mark & Joan	
last name	first name	middle name(s)

Landlord's Signature: _____ **Date:** _____

INFORMATION FOR LANDLORDS and TENANTS

GIVING A NOTICE OF RENT INCREASE UNDER THE RESIDENTIAL TENANCY ACT (RTA)

- 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(s) or 12 months after the date of the last legal rent increase for the tenant(s), even if there is a new landlord or a new tenant by way of an assignment.
- A landlord must give a tenant at least 3 whole month's notice, in writing, of a rent increase. *For example, if the rent is due on the first day of the month and the tenant is given notice any time in January, even January 1st, there must be 3 whole months before the rent increase begins. In this example, the months are February, March, and April, so the rent increase would begin on May 1st. The landlord must use this form, Notice of Rent Increase, and must serve according to the Residential Tenancy Act.*
- It is an offence for a landlord or a landlord's agent to collect a rent increase in any other way other than in accordance with Part 3 of the Residential Tenancy Act.
- A notice sent by mail (which is one method of service) is deemed to be received on the 5th day after it was mailed. *For example, a rent increase given personally to a tenant on or before January 31st, could be effective May 1st; a rent increase given by registered mail should be mailed on or before January 26th for the increase to be effective on May 1st.*
- A tenant may not apply for dispute resolution to dispute a rent increase that complies with Part 3 of the RTA.
- A landlord may only impose a rent increase up to the amount calculated in accordance with the regulations or as ordered by a dispute resolution officer. If a tenant believes that the rent increase is more than allowed by the regulations, the tenant may contact the Residential Tenancy Branch for assistance.
- For further information on rent increases, see Part 3 of the Residential Tenancy Act and Part 4 of the Residential Tenancy Regulation. You may also call the recorded 24-hour information line or visit the B.C. Government Web site to find out how to contact a Residential Tenancy Branch or to get more information (this information is at the bottom of page 1).

SUITE 317 – 8900 CITATION DRIVE TENANCY AGREEMENT

This Tenancy Agreement, hereinafter called the AGREEMENT, is between Mark Kluge and/or Joan D'Angola, hereinafter called the LANDLORD and

Cook

last name

Trent

first name and middle name

Eng

last name

Denise

first name and middle name

hereinafter called the TENANT.

WHEREAS the TENANT has made application for residency in 317 – 8900 Citation Drive, Richmond, BC owned by the LANDLORD:

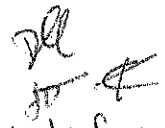
NOW THEREFORE in consideration of the covenants and agreements herein acknowledged by the LANDLORD and TENANT, it is agreed as follows:

1. **PERIOD OF AGREEMENT:** The TENANT agrees to rent from the LANDLORD the residence apartment described as suite no. 317 – 8900 Citation Drive, Richmond, BC hereinafter called the SUITE, for a period of one (1) month, commencing on or about February 1, 2011 and thereafter from month to month until terminated by either party upon not less than 30 days written notice.
2. **RESIDENTIAL APARTMENT:** The TENANT agrees the SUITE will be used by the TENANT solely as a dwelling place or residence and for no other purpose.
3. **MONTHLY RENT:** In consideration of the facilities provided to the TENANT by the LANDLORD, the TENANT agrees to pay a rental, hereinafter known as the RENT, in the amount of \$950 per month. Payment of the first (1st) monthly RENT shall be on the agreed date of the TENANT's commencement of occupancy. The subsequent monthly RENT payments shall be made on or before the 1st day of each calendar month during the time that the AGREEMENT remains in effect without demand or notice.

The LANDLORD may increase the rent once a year, and will provide 3 months advance written notice of any increase in the monthly RENT, as per the Residential Tenancy Act. 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. Returned and not sufficient funds (N.S.F.) cheques are subject to a minimum service charge of \$20.00 each, or the then current rate charged for such services by the Coast Capital Savings Credit Union, Richmond, British Columbia, whichever is more.

In addition, the LANDLORD may issue a Notice to End Tenancy to the TENANT if the TENANT needs services that the LANDLORD does not provide or if the TENANT's behaviour jeopardizes the TENANT'S own health or safety or the health and safety of others.

4. WHAT IS INCLUDED IN THE RENT: In consideration of the monthly RENT paid by the TENANT, the LANDLORD shall provide to the TENANT in addition to the SUITE, the following services, hereinafter called the SERVICES:

(a) UTILITIES: Heat, electricity, and hot water will be provided by the LANDLORD subject to availability of these services being received by the LANDLORD from the utility service providers. The TENANT is responsible for payment of all other utilities and services. The LANDLORD is not responsible for providing cable or telephone service. *The LANDLORD is responsible for strata fees.* 

(b) APARTMENT FURNISHINGS: The LANDLORD will provide window coverings, a refrigerator, an electric stove, a dishwasher, and an oven in the SUITE. The TENANT will be responsible for providing all other furniture, furnishings and items the TENANT requires. The LANDLORD will maintain the SUITE and any items furnished by the LANDLORD unless damage to the SUITE or furnishings is caused by negligent use on the part of the TENANT or their guest/s. The TENANT is responsible for maintaining all other furniture, furnishings and items provided by the TENANT.

(c) ONE (1) COVERED PARKING STALL and ONE (1) GUEST VISITOR PARKING PASS. The TENANT may park only operative, licensed, and insured vehicles in such areas.

5. SECURITY DEPOSIT: The TENANT is required to pay a security deposit in the amount of \$475 on or before the tenancy starts which represents one half of the established rent and such deposit shall be held, by the LANDLORD, in trust and earn interest as required by the Residential Tenancy Act. The Security Deposit will be returned to the TENANT or TENANT'S agent within 15 days of termination of the AGREEMENT unless

- i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
- ii) the landlord applies for arbitration under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all of the security deposit.

The 15 day period starts on the later of

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

The TENANT may agree to use the security deposit and interest as rent only if the LANDLORD gives written consent.

6. PETS: Resident pets are prohibited, except for up to two (2) cats and guide animals. Visiting pets, except for guide animals, must be kept on a leash at all times.

7. CONDITION INSPECTIONS: The TENANT shall conduct a unit inspection with the LANDLORD prior to occupying and vacating the SUITE to determine the condition of the SUITE and the TENANT shall ensure that the SUITE is maintained, except for normal wear and tear. Failure on the part of either the LANDLORD or the TENANT to attend the inspection extinguishes that party's aforementioned rights regarding the security deposit. The TENANT shall allow the LANDLORD and/or its agents to conduct SUITE inspections on a routine basis, no less than one time per calendar year, to inspect the condition and safety of the SUITE.

8. SUBLET AND ASSIGNMENT OF LEASE: The LANDLORD is permitted to decide whether or not to allow assignment or subletting of the rental unit. TENANTS are required to have written consent from the LANDLORD to assign or sublet.

9. MAINTENANCE

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. 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) 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. If the TENANT does not comply with the above obligations within a reasonable time frame, the LANDLORD may discuss the matter with the TENANT and may seek a monetary order through arbitration under the Residential Tenancy Act for the cost of repairs, serve a notice to end tenancy, or both.

10. OCCUPANTS AND GUESTS: The LANDLORD must not stop the tenant from having guests under reasonable circumstances in the rental unit. 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 in the rental unit is unreasonable, the LANDLORD may discuss the issue with the TENANT and may serve a notice to end tenancy.

11. LOCKS: The LANDLORD must not change locks to residential property unless the LANDLORD provides each TENANT with new keys. The LANDLORD must not change locks to a rental unit unless the TENANT agrees and is given new keys. 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/her rental unit, unless the LANDLORD consents to, or an arbitrator has ordered, the change.

12. LANDLORD'S ENTRY INTO RENTAL UNIT: 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. 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 8am and 9pm 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 an arbitrator or court saying the LANDLORD may enter the rental unit;

13. ENDING THE TENANCY: The TENANT may end the tenancy by giving the LANDLORD no less than one month's written notice. The TENANT must provide written notice prior to the last day of the month that one-month notice is to take effect. The notice must include the address of the rental unit and the date the tenancy is to end, and it must be signed and dated by the TENANT. 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. The LANDLORD and TENANT may mutually agree in writing to end this tenancy agreement at any time. The TENANT must vacate the residential property by 1pm on the day the tenancy ends, unless the LANDLORD and TENANT otherwise agree.

14. 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 this agreement.

15. ARBITRATION OF DISPUTES: Either the TENANT or the LANDLORD has the right to apply for arbitration to resolve a dispute, as provided under the Residential Tenancy Act.

16. PERSONAL & FINANCIAL INFORMATION AND AGREEMENTS: It is agreed that all personal and financial information required by the LANDLORD be submitted by the TENANT, including and limited to this AGREEMENT and the TENANT's application, which constitutes a material part of this AGREEMENT and any material

representation or omission renders this AGREEMENT void at the option of the LANDLORD.

17. COMMON AREAS AND FACILITIES: The TENANT shall have use of common areas and facilities. The TENANT agrees that some of the facilities will be unsupervised and that the LANDLORD shall not be responsible for any injury suffered by the TENANT or guest while using a common area or facility.

18. ALTERATIONS: The TENANT shall not cause or permit any alterations, additions, or changes to any part of the SUITE without first obtaining the written consent of the LANDLORD. All permitted alterations, additions, or changes to the SUITE shall be made in accordance with all applicable laws and shall become the property of the LANDLORD.

19. SECURITY: The TENANT agrees not to prop open any exit doors and must lock the SUITE entry door when leaving their SUITE. The LANDLORD accepts no responsibility for loss of personal property.

20. SMOKING: Smoking is not permitted in the SUITE.

21. INSURANCE: The TENANT is advised to carry adequate insurance coverage for personal property and third party liability.

22. HAZARDS: The TENANT must take all necessary steps to prevent the creation of a hazard and must immediately rectify any hazards created by any occupant or guest of the TENANT. The TENANT

a) must report to the LANDLORD without delay any fire, leaking water, leaking gas, or other hazards or any non-operating smoke detectors; and

b) must pay the costs incurred to repair any damage arising from any hazard or threat to safety, including any fire, caused by a willful or negligent act or omission of any occupant or guest of the TENANT.

23. The TENANT waives and releases the LANDLORD from any liability whatsoever caused in connection with the use or occupation by the TENANT and any occupant or guest of the TENANT or the use of any service, furnishings, equipment and facilities supplied by the LANDLORD; and any damage to or loss of any personal property of an occupant or guest of the TENANT.

24. The TENANT agrees to comply with all applicable Bylaws of the Chancellor Gate Strata Plan NW-1406. The LANDLORD must provide a copy of these Bylaws to the TENANT.

25. The Application for Rental Accommodation form attached to this Tenancy Agreement forms part of the Tenancy Agreement.

By signing this tenancy agreement, the LANDLORD and the TENANT are bound by its terms.

LANDLORD:

Mark Kluge and/or Joan D'Angola

Signature: Joan D'Angola

TENANT(S):

Cook

Last name

Signature: [Signature]

Trent

First and middle name(s)

Date: Jan 19, 11

Eng

Last name

Signature: [Signature]

Denise

First and middle name(s)

Date: Jan 19 2011