

STÁUTW (TSAWOUT) FIRST NATION

STÁUTW (Tsawout) First Nation Residential Tenancy Regulation

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PART 1 GENERAL

1. INTERPRETATION

1.1 In this regulation “**Law**” means the STÁUTW (Tsaout) First Nation Residential Tenancy Law No. [insert number].

2. APPLICATION

2.1 This regulation applies to private, Manufactured Home, and STÁUTW Housing Tenancy Agreements unless otherwise stated in this regulation or prevented by Law.

PART 2 REQUIREMENTS FOR TENANCY AGREEMENTS

(Pertaining to section 11 of the Law)

3. PRESCRIBED TERMS

- 3.1 The prescribed terms that are required in every private Tenancy Agreement are found in Schedule A to this regulation.
- (a) A Landlord must ensure that a Tenancy Agreement contains the prescribed terms.
 - (b) Terms permitted under Law may be added to a private Tenancy Agreement to the degree that they are consistent with the prescribed terms.
- 3.2 This Part does not apply to Tenancy Agreements for Manufactured Homes or STÁUTW Housing Units.

PART 3 CONDITION INSPECTION RULES

(Pertaining to sections 25, 26, 42 and 43)

4. RENTAL UNIT TO BE EMPTY

4.1 The Landlord and Tenant must complete a condition inspection described in section 25.4(start of a new tenancy) or 42.3 (end of rental unit tenancy) of the Law when the rental unit is empty of the Tenant's possessions, unless the parties agree on a different time.

5. TENANT MAY APPOINT AN AGENT

5.1 The Tenant may appoint an agent to act on his or her behalf to attend a condition inspection and sign a condition inspection report described in section 25.4 or 42.3 of the Law, and:

(a) The Tenant must advise the Landlord, in advance of the condition inspection, that an agent will be acting for the Tenant in respect of the condition inspection and condition inspection report;

(b) The Landlord must not accept an appointment or act as the Tenant's agent.

6. SCHEDULING OF THE INSPECTION

6.1 The Landlord and Tenant must attempt in good faith to mutually agree on a date and time for a condition inspection.

6.2 A condition inspection must be scheduled and conducted between 8 a.m. and 9 p.m., unless the parties agree on a different time.

7. TWO OPPORTUNITIES FOR INSPECTION

7.1 A Landlord must offer to a Tenant a first opportunity to schedule the condition inspection by proposing one or more dates and times.

7.2 If the Tenant is not available at a time offered under sub-section 7.1:

(a) the Tenant may propose an alternative time to the Landlord, who must consider this time prior to acting under paragraph (b), and

- (b) the Landlord must propose a second opportunity, different from the opportunity described in sub-section 7.1, to the tenant by providing the Tenant with a notice in the approved form.

7.3 When providing each other with an opportunity to schedule a condition inspection, the Landlord and Tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

8. CONDITION INSPECTION REPORT

8.1 The Landlord must give the Tenant a copy of the signed condition inspection report:

- (a) of an inspection made under section 25 of the Law, promptly and in any event within 7 days after the condition inspection is completed, and
- (b) of an inspection made under section 42 of the Law, promptly and in any event within 15 days after the later of:
 - (i) the date the condition inspection is completed, and
 - (ii) the date the Landlord received the tenant's forwarding address in writing.

8.2 The Landlord must use a service method described in the Law for the service of documents.

9. DISCLOSURE AND FORM OF THE CONDITION INSPECTION REPORT

9.1 A condition inspection report must be:

- (a) in writing;
- (b) in type no smaller than 8 point; and
- (c) written so as to be easily read and understood by a reasonable person.

10. STANDARD INFORMATION THAT MUST BE INCLUDED IN A CONDITION INSPECTION REPORT

10.1 A condition inspection report completed under section 25.4 or 42.3 of the Law must contain the following information:

- (a) the correct legal names of the Landlord, the tenant and, if applicable, the tenant's agent;
- (b) the address of the Rental Unit being inspected;

- (c) the date on which the tenant is entitled to possession of the Rental Unit;
- (d) the address for service of the Landlord;
- (e) the date of the condition inspection;
- (f) a statement of the state of repair and general condition of each room in the Rental Unit including, but not limited to, the following as applicable:
 - (i) entry;
 - (ii) living rooms;
 - (iii) kitchen;
 - (iv) dining room or eating area;
 - (v) stairs;
 - (vi) halls;
 - (vii) bathrooms;
 - (viii) bedrooms;
 - (ix) storage;
 - (x) basement or crawl space;
 - (xi) other rooms;
 - (xii) exterior, including balcony, patio and yard;
 - (xiii) garage or parking area;
- (g) a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the Tenancy Agreement;
- (h) any other items which the Landlord and tenant agree should be included;
- (i) a statement identifying any damage or items in need of maintenance or repair;
- (j) appropriate space for the tenant to indicate agreement or disagreement with the Landlord's assessment of any item of the condition of the Rental Unit and contents, and any additional comments;

(k) the following statement, to be completed by the tenant:

I, _____ [tenant's name]

agree that this report fairly represents the condition of the Rental Unit.

do not agree that this report fairly represents the condition of the Rental Unit, for the following reasons:

(l) a space for the signature of both the Landlord and tenant.

10.2 In addition to the information referred to in sub-section 10.1, a condition inspection report completed under section 25.4 of the Law must contain the following items in a manner that makes them clearly distinguishable from other information in the report:

(a) a statement itemizing any damage to the Rental Unit or Residential Property for which the tenant is responsible;

(b) if agreed upon by the Landlord and tenant,

(i) the amount to be deducted from the tenant's Security Deposit,

(i) the tenant's signature indicating agreement with the deduction, and

(i) the date on which the tenant signed.

11. EVIDENTIARY WEIGHT OF A CONDITION INSPECTION REPORT

11.1 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the Rental Unit or Residential Property on the date of the inspection, unless either the Landlord or the tenant has a preponderance of evidence to the contrary.

PART 4 RENTAL INCREASE RULES

(Pertaining to section 46 of the Law)

12. INTERPRETATION

12.1 This Part does not apply to any STÁUTW Housing Unit. Council may from time to time and for any reason and at its sole discretion set the eligible Rent for any STÁUTW Housing Unit.

12.2 In this part :

"**Inflation Rate**" means the 12 month average percent change in the All-Items Consumer Price Index for British Columbia ending in July that is most recently available for the calendar year for which a Rent increase takes effect.

12.3 For the purpose of section 46.1 of the Law [*Council to establish rent increase formula*], a Landlord may impose a Rent increase that is no greater than the amount calculated as follows:

- (a) for Rental Units – Percentage amount = inflation rate + 2 percent; or
- (b) for Manufactured Home Sites – Percentage amount = inflation rate + 2.5 per cent.

13. ADDITIONAL RENT INCREASE

13.1 A Landlord may apply to the Arbitrator for an order for additional Rent increase if one or more of the following apply:

- (a) after the rent increase allowed under section 46.1 of the Law, the Rent for the Residential Premises is significantly lower than the Rent payable for other Residential Premises that are similar to, and in the same geographic area as, the Residential Premises;
- (b) the Landlord has completed significant repairs or renovations to the Residential Property in which the Residential Premises is located that:
 - (i) could not have been foreseen under reasonable circumstances; and
 - (ii) will not recur within a time period that is reasonable for the repair or renovation;

- (c) the Landlord has incurred a financial loss from an extraordinary increase in the operating expenses of the Residential Property;
 - (d) the Landlord, acting reasonably, has incurred a financial loss for the financing costs of purchasing the Residential Property, if the financing costs could not have been foreseen under reasonable circumstances;
 - (e) the Landlord, as a tenant, has received an additional Rent increase under this section for the same Residential Premises.
- 13.2 If the Landlord applies to an Arbitrator for an increase under paragraphs 13.1(b), 13.1(c), or 13.1(d), the Landlord must make a single application to increase the Rent for all Residential Premises in the Residential Property by an equal percentage.
- 13.3 The Arbitrator must consider the following in deciding whether to approve an application for a Rent increase under sub-section 13.1:
- (a) the Rent payable for similar Residential Premises in the Residential Property immediately before the proposed increase is intended to come into effect;
 - (b) the Rent history for the affected Residential Premises in the 3 years preceding the date of the application;
 - (c) a change in a Service or Facility that the Landlord has provided for the Residential Property in which the Residential Premises is located in the 12 months preceding the date of the application;
 - (d) a change in operating expenses and capital expenditures in the 3 years preceding the date of the application that the Arbitrator considers relevant and reasonable;
 - (e) the relationship between the change described in paragraph 13.1(d) and the Rent increase applied for;
 - (f) a relevant submission from an affected tenant;
 - (g) a finding by the Arbitrator that the Landlord has contravened section 37 [*duty to repair and keep clean*] of the Law;
 - (h) whether, and to what extent, an increase in costs with respect to repair or maintenance of the Residential Property results from inadequate repair or maintenance in a previous year;
 - (i) a Rent increase or a portion of a Rent increase previously approved under this section that is reasonably attributable to the cost of performing a Landlord's obligation that has not been fulfilled;

- (j) whether the Arbitrator has set aside a notice to end a tenancy within the 6 months preceding the date of the application;
- (k) whether the Arbitrator has found, in arbitration of disputes proceedings in relation to an application under this section, that the Landlord has:
 - (i) submitted false or misleading evidence; or
 - (ii) failed to comply with an order of the Arbitrator for the disclosure of documents.

13.4 In considering an application under sub-section 13.1, the Arbitrator may:

- (a) grant the order, in full or in part;
- (b) refuse to grant the order;
- (c) order that the increase granted under sub-section 13.1 be phased in over a period of time; or
- (d) order that the effective date of an increase granted under sub-section 2.1 is conditional on the Landlord's compliance with an order of the Arbitrator respecting the Residential Property.

13.5 If the total amount of the approved increase is not applied within 12 months of the date the increase comes into effect, the Landlord must not carry forward the unused portion or add it to a future Rent increase, unless the Arbitrator orders otherwise under sub-section 13.4.

14. EXEMPTIONS

14.1 Subsidized Rental Units are exempt from the requirements of sub-sections 46.1 and 46.3 of the Law.

PART 5 ABANDONMENT OF PERSONAL PROPERTY RULES

(Pertaining to section 28.4(b) of the Law)

15. INTERPRETATION

15.1 In this part:

- (a) **“Manufactured Home Registry”** means the registry established by the registrar under the *Manufactured Home Act* ;
- (b) **“Residential Premises”** includes an area on the residential property where a tenant has stored personal property.

16. ABANDONMENT OF PERSONAL PROPERTY

16.1 A Landlord may consider that a tenant has abandoned personal property where:

- (a) the tenant leaves the personal property in Residential Premises that the tenant has given up possession of or that he/she has vacated after the Tenancy Agreement has ended or after the term of the Tenancy Agreement has expired, or
- (b) the tenant leaves the personal property in Residential Premises:
 - (i) that, for a continuous period of one month, he/she has not ordinarily occupied and remained in possession of, and in respect of which he/she has not paid Rent, or
 - (ii) from which he/she has removed substantially all of his/her personal property, and either:
 - (A) gives the Landlord an express oral or written notice of the tenant’s intention not to return to the Residential Premises, or
 - (B) by reason of the facts and circumstances surrounding the giving up of the Residential Premises, could not reasonably be expected to return to the Residential Premises.

16.2 Where a Landlord considers that a Tenant has abandoned any personal property, the Landlord may remove the personal property from the Residential Premises, and on removal shall deal with it in accordance with this Part.

16.3 Sub-section 16.2 does not apply where a Landlord and tenant have made an express agreement to the contrary respecting the storage of personal property.

17. APPLICATION OF INDIAN ACT

17.1 This Part is subject to section 89 of the *Indian Act*.

18. POWERS AND DUTIES OF THE LANDLORD

18.1 Where the Landlord chooses to deal with the tenant's personal property in accordance with this Part, the Landlord shall:

- (a) store it in a safe place and manner for a period of not less than 3 months following the date of removal,
- (b) keep an inventory of the property, and
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition.

18.2 Notwithstanding paragraph 18.1(a), where a Landlord is entitled to remove personal property under Part and reasonably believes:

- (a) the property has no value,
- (b) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or
- (c) the storage of the property would be unsanitary or unsafe, the Landlord may dispose of the property in a commercially reasonable manner.

19. CLAIM FOR ABANDONED PROPERTY

19.1 Where a tenant claims his or her personal property at any time before it is disposed of under this Part, the Landlord may, before returning the property, require the tenant:

- (a) to reimburse the Landlord for the reasonable costs of:
 - (i) removing and storing the property, and
 - (ii) making an application permitted and search required to be made under section 20 and
- (b) to satisfy any amounts payable to the Landlord by the tenant under the Law or the Tenancy Agreement.

19.2 Subject to sections 19, 20 and 21 of this Part, where a tenant makes a claim under sub-section 19.1, but does not pay the Landlord the amount the Landlord requires, as permitted under that section, the Landlord may dispose of the property under this Part as if the tenant had not made a claim.

20. NOTICE AND SEARCH FOR ENCUMBRANCES

20.1 For the purposes of this section,

“**Financing Statement**” has the same meaning as in the *Personal Property Security Act*,

“**Personal Property Registry**” means the registry created under section 42 of the *Personal Property Security Act*,

“**Security Interest**” has the same meaning as in the *Personal Property Security Act*,

“**Serial Number**” has the same meaning as in section 12(3) of the *Personal Property Security Act*.

20.2 Not less than 30 days before disposing of an item of personal property referred to in section 18, the Landlord shall:

- (a) give notice of disposition to any person who:
 - (i) has registered a financing statement in the Personal Property Registry using the name of the tenant or the serial number of the property,
 - (ii) is registered as an owner of a Manufactured Home in the Manufactured Home Registry, where the property is a Manufactured Home, and
 - (iii) to the knowledge of the Landlord, claims an interest in the property, and
- (b) publish an advertisement in a newspaper published in the area in which the Residential Premises are situated.

20.3 The notice referred to in sub-section 20.2 must contain:

- (a) the name of the tenant,
- (b) a description of the property to be sold,
- (c) the address of the Residential Premises,
- (d) the address where the property is being stored, if other than the address referred to in paragraph (b),

- (e) the name and address of the Landlord, and
- (f) a statement that unless the person being notified takes possession of the property, establishes a right to possession of it or makes an application to the court to establish the right within 30 days from the date the notice is given to the person, the Landlord will sell the property.

20.4 The notice referred to in sub-section 20.2 may be given in accordance with section 72 of the *Personal Property Security Act* or, where it is to be given to a person who has registered a financing statement in the Personal Property Registry or who is a registered owner of a Manufactured Home it is to be given as it appears on the financing statement or in the records of the Manufactured Home Registry, as the case may be.

20.5 A Landlord is not required to comply with sub-section 20.2 where the apparent value of the property is less than \$200.

20.6 A Court may, on application, determine the value of the property for the purposes of sub-section 20.4.

21. ENCUMBRANCERS

21.1 When a notice referred to in sub-section 20.2 has been served on a person who has a security interest or other interest that secures payment or performance of an obligation, the tenant or other person owing payment or performance of the obligation shall be deemed to be in default.

21.2 Before taking possession of the property, a person mentioned in sub-section 21.1 or any other person with a right to possession of the property shall pay to the Landlord moving and storage charges incurred by the Landlord acting under section 18.

22. DISPOSAL OF PERSONAL PROPERTY

22.1 Where property mentioned in section 16 is dealt with as provided in section 18, the Landlord may dispose of it in a commercially reasonable manner unless, during the 3 months referred to in section 18,

- (a) a person referred to in section 20 who has been given a notice as provided in that section has taken or demanded possession of the property,
- (b) a person who has an interest in the property has taken or demanded possession of the property, or
- (c) a person claiming an interest in the property has made an application under section 19 or has brought an action to establish his/her interest in or right to possession of the goods and the Landlord has been notified of the application or action.

22.2 Where a Landlord sells personal property under sub-section 22.1, the Landlord may retain proceeds of the sale sufficient to:

- (a) reimburse the Landlord for reasonable costs of:
 - (i) removing, storing, advertising and disposing of the property, and
 - (ii) making an application permitted and search required to be made under section 20, and
- (b) satisfy any amounts payable to the Landlord by the tenant under this Law or a Tenancy Agreement,

and shall pay the balance to the Administrator who shall hold it for 2 years in trust for any person with an interest in the property.

22.3 Where personal property is sold in accordance with this section, the purchaser of the personal property acquires a marketable title free of all encumbrances.

22.4 Upon the application of an interested person, a Court may make an order:

- (a) prohibiting or postponing disposition of the property under this section upon any conditions the court considers appropriate,
- (b) determining the right of a person claiming an interest in or right to possession of the property or the right of the Landlord to dispose of it, or
- (c) that an action be brought or an issue be tried.

23. ADMINISTRATOR ACTING AS TRUSTEE

23.1 Where a Landlord pays money to the Administrator under section 18 the Landlord shall give the Administrator a copy of the inventory of the personal property disposed of and written particulars of the disposition.

23.2 The Administrator may charge the following fees for management of money described in 23.1:

- a) \$100 for the cost of setting up a trust account; and
- b) \$5 for each transaction in the trust account.

23.3 Where a Tenant or other person with an interest in the property sold under section 22 does not claim an interest in the money paid to the Administrator within 2 years after the payment, the money is forfeited to STÁUTW.

24. DUTY OF CARE – ABANDONED PROPERTY

Where dealing with a Tenant's personal property under this Part, a Landlord shall exercise reasonable care and caution required by the nature of the property and the circumstances to ensure that the property does not deteriorate and is not damaged, lost or stolen as a result of an inappropriate method of removal or an unsuitable place of storage.

SCHEDULE A

Prescribed Terms for Private Tenancy Agreements

1. APPLICATION OF THE LAW

- 1.1 The terms of this Tenancy Agreement and any changes or additions to the terms may not contradict or change any right or duty under the Law and to the extent that a term of this Tenancy Agreement does contradict or change a right or duty under the Law the term of this Tenancy Agreement is void.
- 1.2 Any change or addition to this tenancy agreement must be agreed to in writing and initiated by both the Landlord and Tenant and must be reasonable. If a change is not agreed to in writing, is not initiated by the Landlord and Tenant or is not reasonable, it is not enforceable.

2. SECURITY DEPOSIT

- 2.1 The Landlord agrees:
 - (a) that the Security Deposit must not exceed one half of the monthly Rent payable for the Residential Premises;
 - (b) that the Security Deposit may be increased by an amount not to exceed one half of the monthly Rent if the Tenant has a pet;
 - (c) to keep the Security Deposit during the tenancy and pay interest on it in accordance with the Law;
 - (d) to return the Security Deposit and interest to the Tenant on or before the 15th day after the end of the Tenancy Agreement, unless:
 - (i) the Tenant agrees in writing to allow the Landlord to keep an amount as payment for unpaid Rent or damage, or
 - (ii) the Landlord applies for arbitration under the Law on or before the 15th day after the end of the Tenancy Agreement to claim some or all of the Security Deposit and interest, and

- (iii) The Tenant agrees to use the Security Deposit and interest as Rent only if the Landlord consents

3. LANDLORD'S OBLIGATION TO GIVE TENANCY AGREEMENT TO TENANT

- 3.1 In order for the Landlord to insist on the performance of the Tenant's obligation to pay Rent under the Tenancy Agreement, the Tenant must receive a copy of this agreement promptly, and in any event not later than 21 days after the agreement was entered into.

4. PAYMENT OF RENT

- 4.1 The Tenant must pay the Rent on time. If the Rent is late, the Landlord may issue a Notice to End a Residential Tenancy Agreement to the Tenant, which may take effect not earlier than 10 days after the date the Notice is given.
- 4.2 The Landlord must not take away or make the Tenant pay extra for a service or facility that is already included in the Rent.

5. REPAIRS

5.1 Landlord's Duties:

- (a) The Landlord must provide and maintain the Residential Premises and Residential Property in a reasonable state of decoration and repair, making the Residential Premises and the Residential Property suitable for reasonable 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 duties, the Tenant may discuss it with the Landlord. If the Landlord refuses to make the repair, the Tenant may seek an Arbitrator's order under the Law for the completion and costs of the repair.

5.2 Tenant's Duties:

- (a) The Tenant must maintain ordinary health, cleanliness and sanitary standards throughout the Residential Premises and Residential Property.
- (b) The Tenant must take the necessary steps to repair damage to the Residential Premises and Residential Property caused by a willful or negligent act or omission of the Tenant or invited guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Residential Premises.
- (c) If the Tenant does not comply with the above duties, the landlord may discuss the matter with the Tenant and may seek a monetary order through arbitration under the Law for the cost of the repairs, serve a Notice to End a Residential Tenancy, or both.

5.3 Emergency Repairs:

- (a) The Landlord must post the name and telephone number of the designated contact person for emergency repairs. The Tenant must make at least two attempts to notify the person designated by the Landlord, and give a reasonable time for completion of the emergency repairs by the Landlord.
- (b) If the emergency repairs are still required, the Tenant may undertake the repairs, and deduct the cost from the next month's Rent, provided a statement of account and receipts are given to the Landlord. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:
 - (i) major leaks in the pipes or roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) repairs to the primary heating system, and
 - (iv) defective locks that give access to the Residential Premises.
- (c) The Landlord may take over completion of the emergency repairs at any time.

6. OCCUPANTS AND INVITED GUESTS

- 6.1 The Landlord may not stop the Tenant from having guests in the Residential Premises under reasonable circumstances. . If the number of permanent occupants contravenes Canadian National Occupancy Standard requirements, the Landlord may discuss the issue with the Tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved through arbitration under the Law.

7. LOCKS

- 7.1 Once the Tenancy has commenced neither the Tenant nor the Landlord may change or add a lock or security device (for example, a door chain) to the Residential Premises unless both agree, or unless ordered by an Arbitrator. In an emergency, the Landlord may change the lock on the main door of the Residential Property and the Tenant may change a defective lock on the Residential Premises and promptly provide the other party with a copy of the new key.

8. ENTRY OF RESIDENTIAL PREMISES BY LANDLORD

- 8.1 For the duration of this Tenancy Agreement, the Residential Premises are the Tenant's home and the Tenant is entitled to privacy, quiet enjoyment and to exclusive use of the Residential Premises.

- 8.2 The Landlord may enter the Residential Premises only if one of the following applies:
- (a) The Landlord gives the Tenant a written notice which provides a reasonable purpose for why the Landlord needs to enter the Residential Premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving the notice;
 - (b) There is an emergency;
 - (c) The Tenant gives the Landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
 - (d) The Tenant has abandoned the Residential Premises;
 - (e) The Landlord has the order of an Arbitrator or Court saying the Landlord may enter the Residential Premises;

8.3 If a Landlord enters the Residential Premises illegally, the tenant may apply for an Arbitrator's order under the Law, to change the locks for the Residential Premises and keep the only key. At the end of the tenancy, the tenant must give the key to the Residential Premises to the Landlord.

9. ENDING THE TENANCY

9.1 The Tenant may end a month-a-month tenancy by giving the Landlord at least one month's written notice. The Landlord must receive the written notice before the day the Rent is due, for the Tenant to move out at the end of the following month. This notice must be in writing and must:

- (a) include the address of the Residential Premises;
- (b) include the date the Tenancy is to end; and
- (c) be signed by the Tenant.

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.

9.2 The Landlord may end the Tenancy only for the reasons and only in the manner set out in the Law. The Landlord must use the prescribed Notice to End a Residential Tenancy form available from the Administrator.

9.3 The Landlord and Tenant may mutually agree in writing to end this Tenancy Agreement at any time.

10. ARBITRATION OF DISPUTES

- 10.1 Despite any other provision of this Tenancy Agreement, under the Law the Tenant has the right to apply for arbitration to resolve a dispute.

DRAFT for Discussion