



District of Coldstream
REQUEST FOR PROPOSAL
No. RFP-2024-10
For

Coldstream Park Caretaker

Proposals marked “RFP-2024-10– Coldstream Park Caretaker” will be received by the District of Coldstream:

District of Coldstream
c/o Purchasing Assistant
purchasing@coldstream.ca
 (“Submission Location”)

On or before 2:00 pm local time on Tuesday October 22, 2024
 (“Closing Date and Time”)

RFP documents may be obtained from the District’s website (www.coldstream.ca/business-development/bid-opportunities) or from BC Bid (<https://bcbid.gov.bc.ca>). Proponents are required to check the District’s website or BC Bid for any updated information and addenda before the closing date.

Community Facilities Manager
District of Coldstream

Date of Issue: Thursday September 26, 2024

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1.0 GENERAL INFORMATION

1.1 Request

The District of Coldstream (“District”) invites proposals from qualified person(s) (the “Proponent”) to provide caretaking services for Coldstream Park for a term of three (3) years commencing February 1, 2025, with the option to extend for two (2) additional one (1) year terms upon mutual agreement of both parties.

The Caretaker will be required to enter into the Coldstream Park Caretaker Services Agreement which is attached to this RFP as Appendix ‘A’. The Caretaker will reside in the rental unit provided by the District and located within Coldstream Park and will be required to enter into the Tenancy Agreement attached to this RFP as Appendix ‘B’. The rental and Coldstream Park Caretaker position are tied to one another; if the Caretaker contract ends, the tenancy will also end.

1.2 Terminology

The following terms will apply to this RFP:

“District” means the Corporation of the District of Coldstream;

“Closing Date and Time” means the date and time provided on the cover page of this RFP;

“Contract” means the written agreement resulting from this RFP;

“Proponent” means an individual, Supplier or company that submits or intends to submit, a proposal in response to this RFP;

“Proposal” means a submission by a Proponent in response to this RFP;

“RFP” means this Request for Proposals;

“Submission Location” means the address provided on the cover page of this RFP;

1.3 RFP Timetable

| | |
|---|---------------------|
| RFP Issue Date | September 26, 2024 |
| Mandatory Site Meeting | October 7, 2024 |
| Deadline for Questions | October 18, 2024 |
| Submission Deadline | October 22, 2024 |
| Estimated Evaluation of Proponents | October 28, 2024 |
| Potential Interviews | October 28-31, 2024 |
| Anticipated Execution of Agreement | November 2024 |

The RFP timetable is tentative only and may be changed by the District at any time.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Review and Interpretation of Proposals

Each Proponent is solely responsible for examining all the RFP documents, including any addenda issued during the RFP period and for independently informing itself with respect to any and all information contained therein, and any and all conditions that may in any way affect the Proposal before the Proposal is submitted.

2.2 Inquiries & Clarification

All questions and requests for clarification relating to the RFP (*Request for Proposal*) will be directed to facilities and purchasing at purchasing@coldstream.ca and must be received by the District on or before 3:00 PM on Tuesday October 18, 2024. Email is the only method of contact.

2.3 Non-Solicitation

Proponents and their agents will only contact the District representatives listed in this RFP and will not contact any other staff members or members of the District Council with respect to this RFP at any time prior to the award of a Contract or the termination of the RFP. The District may reject the Proposal of any Proponent that makes any such contact.

2.4 Addenda

The District reserves the right to modify the terms of the RFP at any time at its sole discretion up to the Closing Date and Time. Written addenda are the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. It is the sole responsibility of the Proponent to thoroughly examine these documents and satisfy itself as to the full requirements of this RFP. If required, an addendum will be published on BC Bid and The District's website:

- A. District's Website: www.coldstream.ca
- B. BC Bid: <https://www.bcbid.gov.bc.ca/>

Upon submitting a proposal, Proponents will be deemed to have received notice of all addenda that are posted on BC Bid and deemed to have considered the information in the Proposal submitted. The District, its agents and employer will not be responsible for any information given by way of oral or verbal communication.

2.5 Proposal Requirements

For a Proposal to be considered responsive, it must meet all requirements described in Section 3.0.

2.6 Modification or Withdrawal of Proposals

Modification to Proposals already submitted will only be allowed if submitted in writing prior to the Closing Date and Time unless requested by the District for purposes of clarification.

Submitted Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the Closing Date and Time.

2.7 Opening of Proposals

Proposals will NOT be opened in public. Proposals may be opened by the District at any time after the Closing Date and Time.

2.8 Site Meeting

A Mandatory Site Meeting will be scheduled for October 7, 2024, between 2:00 PM and 2:45 PM. Please email purchasing@coldstream.ca to confirm intended attendance.

3.0 SUBMISSION REQUIREMENTS FOR PROPOSAL

3.1 Mandatory Requirements

All requirements described in this Section 3.0 are mandatory requirements and must be met for a Proposal to be considered responsive.

3.2 Content

The proposal should contain sufficient information to demonstrate to the District that the Proponent is qualified to provide the specified services at the most suitable cost.

Each proposal should contain, at a minimum, the following:

- Covering letter;
- Completed Proposal Submission Form as per Schedule 3; and
- Other documents or information demonstrating ability to perform Caretaking services.

3.3 Delivery

Proposal submissions must be received by the District before the Closing Date and Time at the Submission Location. Proposals must be submitted electronically via email.

The RFP Closing Date and Time will be determined by the email system web clock. Email submissions must be submitted to purchasing@coldstream.ca. Email submissions must not exceed 100MB in total file size.

Late proposals will not be accepted.

4.0 EVALUATION & SELECTION

4.1 Evaluation

The District will evaluate Proposals based on the rent offered to be paid for residing in the residence and the amount requested to be paid for performing the services.

Proponents should submit relevant information about their ability to perform the Caretaking Services, including:

- Providing effective security of Park property and amenities;
- Working independently;
- Knowledge and experience working in a riparian environment;
- Maintaining a congenial relationship with Park visitors;
- Providing a consistently high standard of service;
- Communicating effectively (both verbal and written); and
- Relevant training and experience.

The District would prefer that the Caretaker have a minimum of three (3) years' experience in caretaking, security, policing, property management or other related vocation.

The District may elect to short list some of the Proponents and require short listed Proponents to provide additional information or details, including an interview. This information would be incorporated to complete the evaluation.

5.0 TERMS AND CONDITIONS OF RFP

5.1 Acknowledgment

By submitting a Proposal, each Proponent acknowledges that it has read, understood, and agrees to be bound by all terms and conditions contained in this Section 5.0.

5.2 Preparation of Proposal

All Proponents will be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This RFP does not commit the District to award a contract, to pay costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

5.3 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the District or their immediate families which might in any way be seen by the District to create a conflict.

5.4 No Claim

Except as expressly and specifically permitted in this Request for Proposal (RFP) no Proponent will have any claim for any compensation of any kind whatsoever, relating to this RFP and by submitting a Proposal each Proponent will be deemed to have agreed that it has no claim.

5.5 Not a Tender

This is a Request for Proposal and not a tender call or call for quotations. No contractual, tort or other legal obligations are created or imposed on the District or any other individual, officer or employee of the District by the Request for Proposal documentation or by submission or consideration of any proposal by the District.

5.6 No Obligation to Proceed

Though the District fully intends at this time to proceed through the RFP, in order to select the services, the District is under no obligation to proceed to the Contract, or any other stage. The receipt by the District of any information (including submissions, ideas, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) will not impose any obligations on the District. There is no guarantee by the District, its officers, employers, or managers that the process will be initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the District for the purchase of goods or services.

5.7 District's Reservations

The District reserves the right to:

- a) amend, cancel, delay, suspend, terminate, or withdraw this RFP at any time;
- b) re-advertise the RFP or to commence a new procurement process in any other form;
- c) after the Closing Date and Time, to not evaluate any Proposal;
- d) waive any minor defect or minor irregularity in a Proposal;
- e) after evaluation of Proposals has been performed, to not invite any Proponents to enter into the Contract;
- f) after inviting one or more Proponents to enter into the Contract, to not execute the Contract; and
- g) amend or negotiate terms of the Contract including contents of Schedule 1 and Schedule 2 with one or more Proponents.

5.8 Applicable Law

The law applicable to this RFP will be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP will be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.

5.9 Freedom of Information and Protection of Privacy Act

Information received by the District will be held in confidence and will become the property of the District. The District is however, bound by the provisions of the Freedom of Information and Protection of Privacy Act, and all parties are advised that submissions will be treated as public documents and their contents disclosed if required to do so, pursuant to the Act.

**SCHEDULE 1
CARETAKER SERVICES**

1.0 Caretaking Services within the Park

1.1 Year round throughout the Term:

- Provide general oversight of the Park and report any conditions of concern to the District in writing (via email);
- Discourage inappropriate activities in the Park, such as unauthorized access or occupation, vandalism and disturbance of riparian area, birds or wildlife;
- Report and disturbances, occurrences or suspicious activities, including but not limited to noise issues, damage to property and parking violations to the District in writing (via email). Liaise with Police, Fire or Ambulance in case of emergency or if nature of occurrence or activity warrants;
- Upon the District's request, unlock and lock gates access(es) to the Park for authorized use;
- Maintain the Residence including the grounds in a neat and tidy condition and good state of repairs.

1.2 Daily between April 1 and October 31:

- Open the Parking Lot gate by 7:00 AM and close it at sunset;
- Patrol the Park to observe and report any conditions of concern to the District in writing (via email);
- Perform litter patrols of the Park twice daily to pickup and dispose of garbage and recyclables left by Park visitors.;
- Unlock and open the washroom facility by 7:00 AM;
- Close and lock the washroom facility at sunset; and
- Daily washroom cleaning duties as per section 1.2.1.

1.2.1 Washroom Facility Cleaning Services

Inspect, clean and maintain the washroom facility a minimum of twice per day and as required.

The Caretaker shall clean and maintain all washrooms as stated in the following table.

| Washroom Facilities | | |
|----------------------------|--|--|
| TASKS | | RESULTS EXPECTED |
| 1 | Clean with germicidal detergent, wash basins, showers and plumbing fixtures, including exposed pipes, polish chrome, brass, or similar. | All surfaces including exterior of fixtures, wash basins, flush tanks, toilet seats, bowls, urinals, and exposed piping to be free of dust, dirt spots, stains, finger marks, odours and green mould. Chrome, brass or similar to be bright, shiny and free of finger marks, spots and dust. |
| 2 | Clean and disinfect toilet bowls, seats and urinals (including exterior surfaces). | |
| 3 | Pour water down floor drains monthly. | |
| 4 | Empty, damp wipe and sanitize dispensers and waste receptacles, polish bright work, remove and replace liners. | All sanitary and waste receptacles to be free of spots, stains, finger marks and odours. |
| 5 | Fill or restock toilet tissue holders, soap dispensers, towel dispensers and sanitary napkin dispensers. All dispensers will be supplied and installed by the District. | All dispensers of supplies to be filled, clean and free of finger marks, dust, dirt, spots, stains and odours. |
| 6 | Damp wipe using disinfectant all toilet tissue, soap dispensers, towel dispensers and sanitary napkin dispensers. | |
| 7 | Damp wipe with proper disinfectant all partitions, walls, doors (includes washroom stall and exterior doors), hinges, handles, locks and ledges. | All such surfaces to be free of dust, hand and finger marks, lipstick/pen/pencil marks, water streaks and green mould. Mirrors are not to be cloudy. |
| 8 | Wash and polish all mirrors, frames, powder shelves and bright work. | |
| 9 | Wet mop floors with disinfectant detergent solution, including bases. Ensure floor drains are not blocked or clogged. | Floors, especially corners, to be free of dirt, dust, black marks, loose paper/debris, mop strings, water and mop marks and odours. Floors must be rinsed of excess water, wall bases and other surfaces to be free of watermarks or other splashing. |
| 10 | All deficiencies, malfunctions, hazards, exterior graffiti or other issues not identified in the caretaker agreement must be reported to the District immediately | All repairs, upgrades, changes to Scope of Work or Service Levels must be approved by the District in writing, prior to any such work being undertaken by the Caretaker |
| 11 | All materials, supplies, tools and equipment required to clean and maintain the washroom facilities will be supplied by the District. | The caretaker will be responsible for maintaining an adequate inventory of supplies and materials. |
| 12 | The washroom facility must have a log sheet with the date and time of unlocking and locking, each Washroom Check recorded, with the signature of the Caretaker or their subcontractor documented on the log sheet. | The District will perform periodic inspections to ensure compliance with cleaning expectations. Should concerns arise, the District may at its discretion require that the Contractor provide documented log sheets. |

2.0 Other services provided by a District assigned contractor

- Daily garbage collection within the Park, including emptying of all garbage containers and inserting new plastic bag liners; and
- Park Landscape maintenance outside of the rental unit footprint.



**SCHEDULE 2
RENTAL UNIT**

1.0 Rental Unit

The Caretaker will reside in the rental unit provided by the District and located within Coldstream Park located at 10110 Kalamalka Road, Coldstream, BC. The Caretaker rental includes the following features:

- Approximately 720 SF mobile home
- Two (2) Bedroom
- One (1) Bathroom
- Located on a lawn terrace within the Park
- Includes the following:
 - Fridge
 - Stove
 - Propane Heat
 - Washer and Dryer
 - Septic system
 - Parking for two (2) motor vehicles

The Caretaker will be required to:

- Sign the Tenancy Agreement as per Appendix 'B';
- Pay all charges for phone, cable, internet, electricity, heating, gas, propane, water and all other utilities and services;
- Keep the premises and fixtures in good condition and not make alterations, additions or re-decorations to the rental unit without the written consent of the District; and
- Be solely responsible for Insuring the contents of the premises against loss or damage

The Caretaker will agree to pay the District as Landlord a monthly rent for use of the rental unit and will enter into a Tenancy Agreement with the District as shown in Appendix 'B'.

Market rent for this property is in the range of \$1,500.00 to \$1,900.00 per month. Proponents must specify their rental expectations on the Proposal Submission Form.

Park Site Plan: Rental Unit within black lines



**SCHEDULE 3
PROPOSAL SUBMISSION FORM**



PROPOSAL SUBMISSION FORM

District of Coldstream
REQUEST FOR PROPOSAL
No. RFP-2024-10

COLDSTREAM PARK CARETAKER

Submitted by: _____
(individual or company name)

1.0 Proponent Information

| | |
|--------------------------------------|--|
| Individual or Company Name | |
| Street Address | |
| City, Province, Postal Code | |
| Tel No. | |
| Email | |
| Name and Title (please print) | |
| Signature | |
| Date | |

2.0 Fees

Proposed Fees for Caretaker Services as described in Schedule 1.

| | |
|--|----------------|
| | Monthly |
| PROPOSED CARETAKER FEES (excluding GST) | \$ |
| GST Registration No. (if applicable) | |

3.0 Rent

Proposed rent for Rental Unit as described in Schedule 2.

Market rent for this property is in the range of \$1,500.00 to \$1,900.00 per month.

| | |
|------------------------------|----------------|
| | Monthly |
| PROPOSED MONTHLY RENT | \$ |

4.0 Addenda

We acknowledge the receipt of the following Addenda related to this Request for Proposals and have incorporated the information received in preparing this Proposal:

| Addendum No. | Date Issued | Date Received |
|---------------------|--------------------|----------------------|
| | | |
| | | |
| | | |

5.0 References

Please provide a minimum of three (3) references that the District may contact to verify successful performance of services which you are currently or have recently supplied which is the same or similar to the services included in this RFP.

| | |
|--|--|
| Company or Individual for whom the service was provided | |
| Did you act as the main contractor or as a subcontractor | |
| Reference Contact | |
| Telephone & Email | |
| Date of services provided | |

| | |
|--|--|
| Company or Individual for whom the service was provided | |
| Did you act as the main contractor or as a subcontractor | |
| Reference Contact | |
| Telephone & Email | |
| Date of services provided | |

| | |
|--|--|
| Company or Individual for whom the service was provided | |
| Did you act as the main contractor or as a subcontractor | |
| Reference Contact | |
| Telephone & Email | |
| Date of services provided | |

APPENDIX 'A'
DRAFT CARETAKER SERVICES AGREEMENT

COLDSTREAM PARK CARETAKER SERVICES AGREEMENT

This Agreement dated for reference the _____ day of _____, 2024

BETWEEN:

District of Coldstream
9901 Kalamalka Road
Coldstream, BC V1B 1L6

(the "District")

OF THE FIRST PART

AND:

(the "Caretaker")

OF THE SECOND PART

BACKGROUND:

- A. The District owns and maintains a park known as Coldstream Park that is located at 10100 Kalamalka Road, Coldstream, British Columbia, includes a caretaker and legally described as:

Plan 16248, Lot 1, Except Plan KAP65829

(the "Park");

- B. The Park contains a caretaker residence and surrounding grounds for the exclusive use of the Caretaker, shown in bold outline on the Park Site Plan, attached Schedule "A" **(the "Residence")**;
- C. The District wishes to retain the Caretaker to provide certain caretaking services in the Park and the Caretaker has agreed and the parties wish to document the terms and conditions upon which the Caretaker may reside in the Residence and provide such caretaking services.

NOW, THEREFORE, this Agreement witnesses that for and in consideration of the covenants herein contained (the receipt and sufficiency of which consideration is expressly acknowledged by both parties), the parties hereto covenant and agree, each with the other, as follows:

1.0 Term

- 1.1 This Agreement commences February 1, 2025 and terminates on January 31, 2028, unless earlier terminated or renewed in accordance with this Agreement **(the "Term")**.

1.2 The District may renew the Agreement on the same terms and conditions for two additional one-year periods each, ending no later than January 31, 2030.

1.3 To exercise its right of renewal, the District must provide written notice to the Caretaker no later than 60 days prior to the end of the Term.

2.0 Caretaker's Services

2.1 The Caretaker will be responsible for providing the services set out in attached Schedule "1" (**the "Caretaking Services"**).

2.2 The Caretaker is responsible for ensuring the Caretaking Services are performed in a professional and workmanlike manner to the entire satisfaction and approval of the District.

2.3 The District will make periodic inspections of the Park to verify that the Caretaking Services supplied by the Caretaker are adequate in all respects. If any deviations from this exist, the Caretaker will be notified either verbally or in writing of the corrective measures to be taken.

2.4 Upon notification, the Caretaker must proceed without delay to institute corrective measures. Such periodic inspections will not relieve the Caretaker in any way from making his or her own inspections to ensure that the work is being satisfactorily performed.

3.0 Relationship With Public

3.1 The Caretaker must maintain a congenial relationship with the users of the Park and be courteous to the public at all times while in the process of executing the Caretaking Services.

4.0 Payment for Caretaking Services

4.1 The District will pay to the Caretaker a monthly fee of \$_____ (**the "Fee"**) on the last day of each month, for each full month (or partial month, prorated) of Caretaking Services provided by the Caretaker. The District may off-set against the amount of Rent or other amounts payable by the Caretaker as Tenant under the Residential Tenancy Agreement (defined, below).

5.0 Changes in the Work

5.1 The District, without invalidating this Agreement, may make changes by altering, adding to, or deducting from the Caretaking Services, the Fee being adjusted accordingly. All such work will be executed under the conditions of this Agreement.

6.0 Valuation of Changes

6.1 The value of any change or extra work will be determined in one or more of the following ways:

- (a) by unit prices agreed to;
- (b) by estimate and acceptance in a lump sum;

(c) by cost and percentage or by cost and a fixed fee.

6.2 In case of additional work to be paid for under method (c), the Caretaker must keep and present in such form as the District may require a correct account of the net cost of labour and materials, together with vouchers.

6.3 No payment on account of changes or extra work may be made until the value of such work is determined in accordance with this Agreement and the additional work has been authorized by the District.

6.4 The Caretaker must submit to the District an application for any payments for changes or extra work, if requested by the District, a statutory declaration, receipts or other vouchers showing his or her payments for labour.

7.0 District's Right to Do Work

7.1 If the Caretaker neglects to prosecute the work properly or fail to perform any provision of this Agreement, the District, after seven days written notice to the Caretaker, may without prejudice to any other right or remedy he may have, make good such deficiencies and may deduct any cost or expense incurred by the District from the Fee then or thereafter due the Caretaker.

8.0 Work by Others

8.1 The District reserves the right to determine at its sole discretion whether the Caretaker, the District, or an alternate contractor will perform any work not specified in this Agreement.

9.0 Residential Tenancy

9.1 As a condition of this Agreement, the Caretaker must:

- (a) enter into a tenancy agreement with the District in substantially the form attached as Schedule "C" (**the "Tenancy Agreement"**); and
- (b) reside in the Residence throughout the Term of this Agreement, unless this Agreement and the Residential Tenancy Agreement are assigned in accordance with this Agreement.

10.0 Independent Contractor

10.1 The parties agree that the relationship of the Caretaker to the District is that of an independent contractor and acknowledge that it is not the parties' intention to create a relationship of employment, partnership, agency or joint venture. Nothing in this Agreement will constitute or be deemed or construed as constituting the Caretaker as a servant or employee of the District.

10.2 The Caretaker shall be designated as "Prime Contractor" for the duration of the Agreement as defined in the Workers Compensation Act and accordingly shall comply with all resulting requirements and obligations as applicable to the work.

10.3 The Caretaker is solely responsible for all Workers' Compensation arrangements and the

payment of all assessments under the *Workers' Compensation Act* and for any and all applicable taxes, assessments and deductions in respect of the compensation paid by the District under this Agreement, together with all appropriate and applicable remittances, withholdings and deductions required, including without limitation, income tax, unemployment insurance, pension plan contributions, workers' compensation deductions and all other remittances, withholding and reductions required by law.

- 10.4 Unless stipulated otherwise, the Caretaker must provide and pay for all material, labour, tools, equipment, power, transportation and other facilities for the execution of the Caretaking Services.
- 10.5 Without limiting the generality of the foregoing, the Caretaker is responsible for arranging (including, but not limited to, providing compensation), for one or more agents or employees to undertake the Caretaking Services if the Caretaker intends to be away or otherwise unable to perform the Caretaking Services for any period of time during the Term.
- 10.6 The Caretaker will notify the District in writing in advance and forthwith of the names, contact information and qualifications of any persons engaged by the Caretaker in any capacity whatsoever to perform Caretaking Services under this Agreement.
- 10.7 The Caretaker may not assign this Agreement, without the prior written consent of the District, which consent is at the absolute discretion of the District.
- 10.8 The Caretaker must not engage any unfit person nor anyone not skilled in the work assigned to him or her to perform the Caretaking Services.

11.0 Tools and Equipment

- 11.1 The Caretaker must provide all tools and equipment necessary or desirable for the Caretaking Services. If the District has available tools and equipment which may be used to undertake these services, at its sole discretion the District may loan such tools and equipment to the Caretaker during the term of this Agreement.

12.0 Restrictions Caretaker's Use of Park

- 12.1 The Caretaker may not:
 - (a) store any vehicles, equipment or materials within the Park, other than as contemplated in the Residential Tenancy Agreement or unless specifically authorized in writing by the District;
 - (b) make any use of the buildings located outside the bold outline on the Park Site Plan, attached Schedule "2" (**the "Rental Unit"**), without the District's prior written consent;
 - (c) place or leave unsightly items such as tarps, debris, unroadworthy vehicles within in the Park;
 - (d) undertake any major landscaping, works or renovations within the Park gardens or with respect to any natural features in the Park including, but not limited to, plantings, removal of vegetation, soil removal or deposit or the like without the prior approval in writing by the District.

13.0 Separate Contracts

13.1 The Caretaker must ensure that:

- (a) any other projects or contracts undertaken by the Caretaker with any other person during the Term of this Agreement are kept separate and apart from the Caretaking Services under this Agreement; and
- (b) any obligations required to be performed under contracts with other persons not interfere with the Caretaking Services under this Agreement.

14.0 Termination

14.1 A default under Residential Tenancy Agreement will be deemed to be a default under this Agreement and any termination of this Agreement will be deemed to be termination of the Residential Tenancy Agreement and any termination of the Residential Tenancy Agreement will be deemed to be termination of this Agreement.

14.2 If the Caretaker should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency or if he or she fails to observe or perform any of his or her obligations under this Agreement and the Caretaker does not, within thirty (30) days after notice from the District, cure the failure or non-performance, or, if the cure reasonably requires a longer period, the Caretaker has not commenced to cure the failure or non-performance within the thirty (30) day period and thereafter does not diligently pursue the cure of such failure or non-performance, then the District may, at its option, and without prejudice to any other right or remedy it may have, terminate this Agreement.

14.3 The Caretaker may terminate this Agreement at any time upon giving to the District ninety (90) day's notice in writing of such termination, and if given, such notice will be deemed to be notice by the Caretaker of termination of the tenancy of the Residence and such notice must be given on or before the last day of any calendar month during the Term to be effective on the last day of the next, following calendar month of the Term.

14.4 The District may terminate this Agreement at any time upon giving ninety (90) day's notice in writing to the Caretaker of such termination and if given, such notice will be deemed to be notice by the District of termination of the Residential Tenancy Agreement and such notice must be given on or before the last day of any calendar month during the Term to be effective on the last day of the next, following calendar month of the Term.

15.0 Indemnity and Release

15.1 The Caretaker will indemnify and save harmless the District and its elected and appointed officials, officers, employees, agents and contractors (**the "Indemnified Parties"**), from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses, including reasonable professional fees and costs incurred in defending any of the foregoing, (including with respect to any personal injury, property damage or death) ("**Losses**") arising from, related to or connected with:

- (a) any breach or default of this Agreement by the Caretaker;
- (b) the performance or intended performance of the Caretaking Services;
- (c) the Caretaker's occupation and use of the Residence; and
- (d) any wrongful act, omission, or negligence of the Caretaker, his or her employees, volunteers, agents, contractors or invitees or others for whom the Caretaker is responsible at law.

except to the extent that such Losses were caused by the gross negligence or willful misconduct of the any of the Indemnified Parties.

15.2 The Caretaker's obligation to indemnify the District under this Licence will survive the expiry or termination of the Licence.

15.3 The Caretaker will release and discharge the Indemnified Parties from any and all Losses which the Caretaker and any of the Caretaker's his or her employees, volunteers, agents, contractors or invitees or others for whom the Caretaker is responsible at law may have against the Indemnified Parties with respect to the breach of this Agreement by the Caretaker or arising from in any way connected to the Park or otherwise to the Caretaker's occupation and use of the Residence, except to the proportionate extent that such Losses were caused by the gross negligence or willful misconduct of the Indemnified Parties or any of them

16.0 Insurance

16.1 The Caretaker must obtain and maintain during the Term comprehensive general liability insurance against claims for personal injury, death or property damage arising out of any one occurrence with respect to the Caretaking Services and the Caretaker's occupation and use of the Park pursuant to the Residential Tenancy Agreement in an amount not less than \$2,000,000.

16.2 Insurance policies required under this Agreement must:

- (a) name the District as an additional insured;
- (b) be issued by an insurance company entitled under provincial law to carry on business in British Columbia;
- (c) apply to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured;
- (d) require the insurer not to cancel or change the insurance without first giving the District

- thirty days prior written notice;
- (e) afford protection to the District in respect of cross-liability;
 - (f) be primary and not require the sharing of any loss by any insurer that insures the District;
 - (g) not include any deductible amount greater than \$5,000 per occurrence; and
 - (h) otherwise be on terms satisfactory to the District, acting reasonably.
- 16.3 The Caretaker must provide proof of such insurance to the District upon execution of this Agreement and must thereafter provide copies or certificates of any annual renewals and any amendment to the policy.

17.0 Notice

- 17.1 Unless otherwise provided, any notice, request, direction or other communication required under this Agreement must be in writing and either delivered personally, sent by registered mail, fax or confirmed as follows:

- (a) to the District:

District of Coldstream
9901 Kalamalka Road
Coldstream, BC V1B 1L6

Fax: 250-545-4733
Email: **[insert email]**

Attention: **[insert name and title]**

- (b) to the Caretaker:

[insert name of Caretaker]
10110 Kalamalka Road
Coldstream, BC V1B 1S2

Fax: **[insert fax number]**
Email: **[insert email address]**

or to such other address, fax number or email address as one party may communicate in writing to the other from time to time.

- 17.2 Any notice, request, direction or other communication given by one party will be deemed to have been received by the other party:
- (a) if personally delivered, on the day it was delivered;
 - (b) if sent by registered mail, on the third day after it was mailed;

(c) if sent by fax or email, on the day that receipt of such fax or email was confirmed.

17.3 Notices to the Caretaker may be posted on the Residence and any notice so posted will be deemed to have been received by the Caretaker on the day it was posted.

18.0 Interpretation

18.1 In the event of a conflict between the provisions of this Agreement and any of the attached Schedules, the Schedule will govern and take precedence over the body of the Agreement.

18.2 Words in the singular mean and include the plural and vice versa.

18.3 Words in the masculine mean and include the feminine or corporations where the context or the parties require.

18.4 Headings have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

18.5 This Agreement, including attached Schedules, forms the entire agreement between the parties and supersedes all prior agreements between the parties with respect to the Park and Caretaking Services. This Agreement may not be modified except by subsequent agreement in writing.

18.6 No action or failure to act by the District will:

- (a) constitute a waiver of any right or duty under this Agreement;
- (b) constitute an approval or acquiescence in any breach of this Licence, except as the District may specifically agree in writing; nor
- (c) be interpreted or deemed to be a waiver of any subsequent breach of this Agreement.

18.7 Benefits, obligations and duties conferred by this Licence upon the Caretaker also apply to the Caretaker's employees, volunteers, agents, contractors and invitees.

18.8 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered severed and separate and the remaining parts will be enforceable to the fullest extent permitted by law.

18.9 This Agreement ensures to the benefit of and binds the parties and their respective successors, heirs and permitted assigns.

18.10 This Agreement will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

Appendix 'B'
DRAFT TENANCY AGREEMENT

Tenancy Agreement

DATED at _____, British Columbia on _____
(day) (month) (year)

BETWEEN

District of Coldstream
9901 Kalamalka Road
Coldstream, BC V1B 1L6

(the "Landlord")

AND

[insert name and address]

(the "Tenant")

- A. The Landlord has retained the Tenant as an independent contractor to provide caretaker services for Coldstream Park under the Coldstream Park Caretaker Services Agreement (**the "Services Contract"**);
- B. The Rental Unit is located within Coldstream Park;
- C. As a condition of the Services Contract, the Tenant agreed to rent the Rental Unit from the Landlord and reside in it subject to the following terms and subject to the following terms and conditions:

1. Application of the *Residential Tenancy Act* [RTA]

- (a) 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 term. 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.
- (b) Any change or addition to this Tenancy Agreement must be agreed to in writing and initialled by both the Landlord and the Tenant. If a change is not agreed to in writing, is not initialled by both the Landlord and the Tenant or is unconscionable, it is not enforceable;
- (c) The requirement for agreement under subsection (b) does not apply to the following:
 - (i) a rent increase given in accordance with the *Residential Tenancy Act*;
 - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the *Residential Tenancy Act*;

- (iii) a term in respect of which a Landlord or Tenant has obtained an order of the director that the agreement of the other is not required.

2. Definitions and Interpretation

- (a) In this Agreement:
 - (i) **“Act”** means the *Residential Tenancy Act*;
 - (i) **“Occupant”** means any person occupying the Rental Unit as his or her principal residence;
 - (ii) **“Regulation”** means the *Residential Tenancy Regulation*;
 - (iii) **“[RTA]”** refers to a standard term of a tenancy agreement that is required by the *Act* or *Regulation*;
 - (iv) **“Rental Unit” and “Residential Property”** means the living accommodation rented or intended to be rented to a Tenant within Coldstream Park in connection with the Services Agreement and includes:
 - (1) a building, a part of a building or a related group of buildings, in which the Rental Unit or common areas are located;
 - (2) the parcel or parcels on which the building, related group of buildings or common areas are located; and
 - (3) any other structure located on the parcel or parcels.

3. Rental Unit and Residential Property

- (a) The Landlord agrees to rent or provide the following Rental Unit:

10110 Kalamalka Road, Coldstream, BC

Description: The rental unit is approximately a 720 sq. ft., two bedrooms, and one-bathroom mobile home on a lawn terrace within the Park.
- (b) The Tenant agrees to provide the Landlord with the telephone number of the Rental Unit as soon as practicable so that the Tenant can be contacted in case of an emergency.

4. Length of Tenancy

- (a) This tenancy is for the term of the Services Agreement and subject to the Rental Unit being vacant and ready for occupation, the tenancy starts on _____ and ends on _____, unless earlier terminated or renewed. The Landlord may renew the tenancy on the same terms and conditions for an additional one-year period by providing written notice to the tenant no later than 60 days prior to the end of the term.

- (b) At the end of the fixed term (or one year renewal) for the tenancy, the tenant must move out of the residential unit. **Tenant's initial** _____.

5. Rent and Security Deposit

- (a) Subject to rent increases given in accordance with this Agreement, the Tenant will pay the Landlord:

Rental Unit \$_____

TOTAL MONTHLY RENT \$_____

- (b) The Tenant agrees to pay a security deposit equivalent to one half (½) of the monthly rent, being: \$_____.
- (c) The security deposit and the first month's rent are due on the signing of this Agreement and may be paid by certified cheque or by money order. Otherwise, the rent is due on the first day of the month during the length of the tenancy.
- (d) If the tenancy starts on any day other than the first day of the month, then the Tenant will pay a pro-rated rent for the first month of the tenancy based on the first day of the tenancy.
- (e) If the Tenant provides the Landlord with a cheque that the bank refuses to honour and/or returns as "not sufficient funds" ("NSF"), then the Tenant will replace the NSF cheque with a money order or certified cheque and pay the Landlord an additional \$25.00 administration fee. The Landlord may change this administration fee from time to time after giving 3 months written notice to the Tenant.

- (f) The following utilities, services and facilities are included in the rent:

- | | | | |
|--|--|---|---|
| <input type="checkbox"/> Heat and Hot Water | <input checked="" type="checkbox"/> Fridge | <input checked="" type="checkbox"/> Washer and Dryer | <input type="checkbox"/> Microwave |
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Stove | <input type="checkbox"/> Hot Plate | <input type="checkbox"/> Gas Fireplace |
| <input type="checkbox"/> Cable | <input type="checkbox"/> Blinds | <input type="checkbox"/> Beds and Linens | <input type="checkbox"/> Garbage |
| <input type="checkbox"/> Carpets | <input type="checkbox"/> Drapes | <input type="checkbox"/> Laundry | <input checked="" type="checkbox"/> Parking for 2 motor vehicles |

- (g) Unless otherwise specifically provided in this Agreement, in addition to the rent, the Tenant agrees to pay all costs and charges for electricity, heating, gas, water and all other utilities and services.
- (h) If the Tenant has to pay utility charges and such charges remain unpaid more than 30 days after the Landlord has given the Tenant a written demand for payment, then the Landlord may treat the unpaid utility charges as unpaid rent and may serve the Tenant with a notice to end the tenancy.

6. Condition inspections [RTA]

- (a) 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:
 - (i) when the Tenant is entitled to possession,
 - (ii) when the Tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - (iii) at the end of the tenancy
- (b) The Landlord and Tenant may agree on a different day for the condition inspection.
- (c) The right of the Landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if the landlord does not perform the Landlord's obligations under sections 23 and 35 of the *Residential Tenancy Act*,
- (d) A right of the Tenant to the return of a security deposit or a pet damage deposit, or both, is extinguished if the tenant fails to perform the tenant's obligations under section 23 and 35 of the *Act*.

7. Payment of Rent [RTA]

- (a) 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.
- (b) 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*.
- (c) The Landlord must give the Tenant a receipt for rent paid in cash.
- (d) 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 [RTA]

(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 Government Agent.

(2) A landlord must give a tenant 3 whole month's 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 office for assistance.

(4) Either the Landlord or the Tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy office.

9. Assign or sublet [RTA]

(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 make an application for dispute resolution under the Act.

10. Security Deposit and Pet Damage Deposit – General [RTA]

(a) The Landlord agrees:

(i) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the Residential Property;

(ii) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the Regulation, and

(iii) 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

(1) the Tenant agrees in writing to allow the Landlord to keep an amount as payment for unpaid rent or damage, or

- (2) the Landlord makes an application 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.
- (iv) The 15-day period starts on the later of:
 - (1) the date the tenancy ends, or
 - (v) the date the Landlord receives the Tenant's forwarding address in writing.
- (b) If a Landlord does not comply with subsection (a), the Landlord:
 - (i) may not make a claim against the security deposit or pet damage deposit, and
 - (ii) must pay the Tenant double the amount of the security deposit, pet damage deposit, or both.
- (c) The Tenant may agree to use the security deposit and interest as rent only if the Landlord gives written consent.

11. Pets

- (a) The Tenant agrees not to keep, shelter, feed or allow any animals on or about the Residential Property without the prior written consent of the Landlord.
- (b) **[RTA]** 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*.

12. Use of Rental Unit

- (a) The Tenant agrees that the Rental Unit is to be used only for residential purposes and the Tenant will allow only the following Occupants to reside in the Rental Unit:

| Full Name | Birth Date | Relationship to Tenant |
|-----------|------------|------------------------|
| | | |
| | | |
| | | |
| | | |

| | | |
|--|--|--|
| | | |
|--|--|--|

- (b) The Tenant agrees to apply for and obtain written approval from the Landlord for any additional Occupants.

13. Repairs[RTA]

- (a) Landlord's obligations:
 - (i) 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.
 - (ii) 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 make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair.
- (b) Tenant's obligations:
 - (i) 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 that Tenant. The Tenant is not responsible for repairs for reasonable wear and tear to the residential property.
 - (ii) If the Tenant does not comply with the above obligations within a reasonable time, the Landlord may discuss the matter with the Tenant and may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.
- (c) Emergency repairs:
 - (i) 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.
 - (ii) 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.
 - (iii) 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.

- (iv) 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:
 - (1) major leaks in pipes or the roof;
 - (2) damaged or blocked water or sewer pipes or plumbing fixtures;
 - (3) the primary heating system;
 - (4) damaged or defective locks that give access to a rental unit, or
 - (5) the electrical systems.

14. Occupants and Guests [RTA]

- (a) The Landlord must not stop the Tenant from having guests under reasonable circumstances in the Rental Unit.
- (b) 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.
- (c) 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 by applying for dispute resolution under the *Residential Tenancy Act*.

15. Tenant's Obligations

- (a) The Tenant agrees:
 - (i) to remove all household garbage and recyclables from the Rental Unit and dispose of them appropriately;
 - (ii) not to dump furniture or non-household garbage anywhere within the Residential Property;
 - (iii) not to post or inscribe any signs, advertisements or notices on any part of the Residential Property;
 - (iv) not to construct or attach anything, including a satellite dish, awning, shade, flowerbox or aerial, over, outside or to any window, door, balcony or other part of the Residential Property without the prior written consent of the Landlord;
 - (v) not to do, bring, keep or permit anything to be done on the Residential Property that is or could become a nuisance, cause damage, interference or injury to the Residential Property, the Landlord or any park user or cause an increase in the rate of fire insurance for the Residential Property or its contents;

- (vi) not to cause or allow any noise or interference that, in the opinion of the Landlord, is disturbing to the comfort, quiet enjoyment or safety of the other occupants of the Park;
 - (vii) not to obstruct the sidewalks, entries, passageways and stairways and not to use them for any purpose except to enter and exit the Residential Property.
 - (viii) to keep bicycles, motorcycles and other such items in the areas of the Residential Property specifically designated by the Landlord for such items and to not bring them into the Rental Unit;
 - (ix) to cut and maintain grassed areas inside the bold outline on the Park Site Plan, attached Schedule "A";
 - (x) not to remove or replace any fixtures, including lighting fixtures, appliances, bi-folds, carpets, drapes or blinds provided by the Landlord without the prior written consent of the Landlord;
 - (xi) if a waterbed or aquarium is used in the Rental Unit, then the Tenant accepts all risks and responsibility and agrees to pay for any costs or damages related to the waterbed or aquarium, including any water escape;
 - (xii) not to cut down, destroy or allow the cutting or destruction of any trees or shrubbery on the Residential Property. The Tenant agrees not to alter garden beds in the Residential Property without the prior written consent of the Landlord;
 - (xiii) to obtain and maintain a standard tenants' package policy of insurance insuring the Tenant for comprehensive general liability including bodily injury, death and property damage with respect to the Rental Unit in an amount not less \$100,000;
 - (xiv) to observe and comply with all laws that may be or may become applicable to the Residential Property or its use and occupation including, but not limited to, all District of Coldstream bylaws; and
 - (xv) not to disrupt, or cause to be disrupted, the operation of the electrical, heating or ventilation equipment located in, or serving, the Rental Unit.
- (b) The Tenant agrees not to smoke in:
- (i) the Rental Unit; or
 - (ii) any area of the Residential Property
- whether indoors or outside. "Smoke" means inhale, exhale, burn or carry any lighted cigar, cigarette, marijuana, hashish or any similar product whose use generates smoke.
- (c) The Tenant agrees not to do or allow anything within the Residential Property that is illegal. The Landlord may terminate this Agreement for any illegal activity that has

caused or is likely to cause damage, interference or injury to the Residential Property, the Landlord or any other tenant, occupant or guest.

(d) If the Tenant:

- (i) dumps furniture or non-household garbage anywhere within the Residential Property that requires clean-up;
- (ii) loses or damages the keys or other access devices for the Rental Unit and the mailboxes so that the locks must be replaced; or
- (iii) fails to cut and maintain grassed areas in front, back and side yards, if the Rental Unit is a townhouse,

then the Landlord may perform the work and charge the cost to the Tenant as a service fee, which the Tenant agrees to pay.

(e) The Tenant agrees not to make any alterations, extensions, additions or improvements to the Rental Unit including, but not limited to, painting walls, removing carpeting or flooring or wallpapering, without the Landlord's prior written consent. If the Tenant breaches this clause, then the Tenant will be responsible for and agrees to pay all costs associated with restoring the Rental Unit to its original condition.

(f) With respect to parking within the Residential Property, the Tenant agrees:

- (i) to park only in authorized parking areas and in the parking area assigned to the Tenant;
- (ii) to only park motor vehicles that are owned, operated and insured by the Tenant, are for personal passenger and not commercial use, are in operable condition, have current registrations and display current vehicle license plates;
- (iii) not to park in visitor parking areas;
- (iv) not to park or store recreational vehicles, trailers or boats;
- (v) to provide the Landlord with information so that the Landlord can identify the Tenant's motor vehicles;
- (vi) the Landlord is not responsible for damage to, or theft from, vehicles parked on the Residential Property;
- (vii) the Tenant may apply to the Landlord in writing for permission to store an unlicensed or inoperable motor vehicle on the Residential Property for a period of up to three months. The Landlord may grant or deny such permission at its sole discretion;
- (viii) to be responsible for the condition of his or her motor vehicles and to remove any motor vehicle that is leaking oil or other fluids or that otherwise fails to meet the requirements set out in this section;

- (ix) any motor vehicle parked in contravention of this section or in any unauthorized location within the Residential Property may be towed away at the Tenant's risk and expense;
- (g) The Tenant further agrees to ensure that Occupants and guests comply with the obligations set out in this section.

16. Indemnity

- (a) The Tenant agrees to indemnify and save harmless the Landlord and its employees and agents (**the “Indemnified Parties”**) from any obligation, liability, duty, loss or damage resulting from any actions, claims, demands, proceedings, suits, losses, damages, costs and expenses whatsoever (including, but not limited to, those arising from or related to personal injury, death, loss or damage to any person or property), arising from or connected with the use of the Residential Property, including any playground equipment, by the Tenant, Occupants or their guests or invitees, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs or expenses were caused by the Indemnified Parties or any of them. This indemnity shall survive the end of the Tenancy Agreement.

17. Locks [RTA]

- (a) 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.
- (b) The Landlord must not change locks or other means of access to a Rental Unit unless the Tenant agrees and is given new keys.
- (c) The Tenant must not change locks or other means of access to:
 - (i) common areas of the Residential Property, unless the Landlord consents to the change, or;
 - (ii) his or her Rental Unit, unless the Landlord agrees in writing to, or the director has ordered, the change;

18. Landlord's Entry into Rental Unit [RTA]

- (a) 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;
- (b) The Landlord may enter the rental unit only if one of the following applies;
- (c) 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;
- (d) there is an emergency and the entry is necessary to protect life or property.
- (e) the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before the entry;
- (f) the Tenant has abandoned the rental unit;
- (g) the Landlord has an order of the director or of a court saying the Landlord may enter the rental unit;
- (h) the Landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- (i) The Landlord may inspect the rental unit monthly in accordance with subsection (2)(a).
- (j) If a Landlord enters or is likely to enter the rental unit illegally, the Tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director 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.

19. Ending the Tenancy [RTA]

- (a) 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.]

- (b) This notice must be in writing and must:
 - (i) include the address of the rental unit;

- (ii) include the date the tenancy is to end;
 - (iii) be signed and dated by the Tenant, and
 - (iv) 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.
- (c) 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*.
- (d) 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.
- (e) The Landlord and Tenant may mutually agree in writing to end this Tenancy Agreement at any time.
- (f) The Tenant must vacate the Residential Property by 1 p.m. on the day the tenancy ends, unless the Landlord and Tenant otherwise agree.

20. Conditions upon Termination

- (a) At the end of the tenancy, the Tenant must deliver to the Landlord all the keys or other access devices for the Rental Unit and the mailboxes, if applicable.
- (b) If the Tenant remains in possession of the Rental Unit after the end of the tenancy, then the Tenant agrees to pay the Landlord an amount equal to 3 times the rent for any period of time in which the Tenant remains in possession of the Rental Unit as an overholding tenant.
- (c) At the end of the tenancy, the Tenant must:
- (i) leave the Rental Unit in a clean and tidy condition;
 - (ii) clean the drapes and blinds; and
 - (iii) have the carpets steam cleaned

and if the Tenant fails to do any of these things or fails to do them to the satisfaction of the Landlord, acting reasonably, then the Landlord may perform the work and charge the cost to the Tenant as a service fee, which the Tenant agrees to pay.

- (d) The Tenant also agrees to pay the Landlord for any damage to the Rental Unit that is beyond normal wear and tear.

- (e) Where the Tenant asks to move from the Rental Unit to another rental unit, the Landlord may charge a fee to cover the associated maintenance and administration costs. The Landlord has no obligation to agree to transfer the Tenant.

21. Landlord to Give Tenancy Agreement to Tenant [RTA]

- (a) The Landlord must give the Tenant a copy of this Agreement promptly and in any event within 21 days of entering into the Agreement.

22. Dispute Resolution [RTA]

- (a) Either the Tenant or the Landlord has the right to make an application for dispute resolution, as provided under the *Residential Tenancy Act*.

23. General

- (a) Words in the singular include the plural and vice versa.
- (b) The Landlord has not made any representations, warranties, guarantees, promises or agreements other than those contained in this Agreement.
- (c) Any delay or omission by the Landlord to exercise any right or power under this Agreement shall not impair any such right or power or be construed as a waiver. Any waiver must be in writing and shall not be taken to constitute a subsequent waiver of that right, or of any other right, under this Agreement.
- (d) This Agreement benefits and binds the Landlord and Tenant and their respective heirs, executors, administrators, successors and permitted assigns.

TENANT:

Name

LANDLORD, by its authorized signatory(ies):

Keri-Ann Austin
Chief Administrative Officer