

MANUFACTURED HOME SITE TENANCY AGREEMENT - Family Park

Site Number _____

This Agreement is made in duplicate between: (use full correct legal names)

_____ the Landlord
and _____ the Tenant(s)

Last Name First Name Initial

_____ Last Name First Name Initial

The rented premises consists of the land only (called the "Site" in this Agreement) described as:

Address: site number, street, city, BC, postal code

Mailing Address: (if different than above)

(An attached description, sketch or park plan, indicating the approximate area and boundaries of the Site, and the location of the home within the boundaries, forms part of this Agreement. This description or plan may also indicate how the Park property is zoned by the municipal authority.)

The address for service and the telephone number of the Landlord or Landlord's agent are:

Address: number, street, city, province, postal code

Phone Number

1. Requirements of the Manufactured Home Park Tenancy Act

- a) **Terms or additional terms:** *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 Manufactured Home Park Tenancy Act (MHPTA) or a regulation made under that Act, or any standard term. If a term of this Agreement does contradict or change a right or duty under the MHPTA or a regulation made under that Act, that term of this Agreement is void. The terms of this Tenancy Agreement shown in italics are required terms under the MHPTA or Regulation.*
- b) **Changing this Tenancy Agreement:** *Any change or addition to this Tenancy Agreement must be agreed to in writing and initialed by both the Landlord and the Tenant. If a change is not agreed to in writing, is not initialed by both the Landlord and the Tenant, or is unconscionable, it is not enforceable.*
- c) *The requirement for agreement under subsection (b) does not apply to:*
- a rent increase given in accordance with the MHPTA;
 - a withdrawal of, or a restriction on, a service or facility in accordance with Section 21(2) of the MHPTA;
 - park rules established in accordance with the MHPTA and the regulations; or
 - a term in respect of which a Landlord or Tenant has obtained an arbitrator's order that agreement of the other is not required.
- d) **Arbitration of Disputes:** *Despite any other provision of this Agreement, landlords and tenants have the right to apply for arbitration to resolve a dispute under the MHPTA*
- e) **Amendment of the MHPTA:** *The MHPTA or a regulation made under the MHPTA, as amended from time to time, take priority over the terms of this tenancy agreement.*
- f) **Change of Landlord:** *A new Landlord has the same rights and duties as the previous one and must follow all the terms of this Agreement unless the Tenant and new Landlord agree to other terms.*

2. Length of the Tenancy:

This tenancy starts on: _____

Length of tenancy: *(please circle one option, either a or b, and provide additional information as requested)*

→ (a) on a month-to-month basis

or

(b) for a fixed length of time: _____, ending on _____

At the end of this fixed length of time: *(please circle one option)*

⇒ The tenancy may continue for another fixed length of time, subject to signing a new fixed-term tenancy agreement,

or

⇒ The tenancy ends and the tenant must move the home off the manufactured home site.

If you choose (b), both the landlord and the tenant must initial in these boxes:

landlord	tenant
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3. Rent:

a) **Payment of Rent:**
The Tenant will pay the rent of \$_____ on or before the first day of each month to the Landlord, subject to rent increases given in accordance with the MHPTA.
The Tenant must pay the rent on time. If the rent is late, the Landlord may issue a Notice to End Tenancy to the Tenant, which may take effect not earlier than 10 days after the date that the Tenant receives the Notice.

The Tenant agrees:

(i) that the rent includes **only a maximum of _____ persons occupying this Site;**

(ii) that **no additional** occupants will be permitted;

(iii) and that any change in the persons registered for the Site must first be approved by the Landlord in accordance with Section 5 "Occupants and Invited Guests".

The acceptance by the Landlord of any new occupant in accordance with Section 5 below does not change this Agreement or create a new tenancy.

In addition to the basic rent, and forming part of the monthly rent due, the Tenant agrees to pay the follow fees:

(i) **Cheques returned by the bank** for any reason, including insufficient funds: \$25.00 per cheque.

(ii) **Late rent fees** of \$_____ per day late, to a maximum of \$25.00 per month or as specified in the MHPTA and Regulations.

(iii) **Utilities billed to the Landlord by outside suppliers:** The Tenant agrees to reimburse the Landlord for specific utility expenses listed in Paragraph 3(f) below, as provided by MHPTA Section 39(6), and further agrees that these amounts may be adjusted annually and are not covered by any rent increase restrictions.

b) **Postdated cheques:** The Landlord may require that rent be provided entirely by post-dated cheques. *The Landlord must return to the Tenant on or before the last day of the tenancy any post-dated rent cheques that remain in the possession of the Landlord, except that the Tenant hereby agrees that remaining cheques may be held by the Landlord until the Tenant provides the Landlord with a forwarding address in writing.*

c) **Cash:** The Landlord may refuse to accept rent paid in cash. *If the Landlord accepts rent paid in cash, he must give the Tenant a written receipt and the Tenant must acknowledge the receipt.*

d) **Location to pay rent:** The Tenant will pay rent and any additional fees and charges to the Landlord at the address above or to such other location as the Landlord may advise from time to time by written notice.

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Landlord's Initials	Tenant's Initials

- e) **What is included in the rent:** (check only those services that the Landlord pays for, or delete services that are not included).
 Water Sewage disposal Cablevision Garbage pickup
 Recycling pickup On site parking for maximum of 1 vehicle(s)
 Snow removal (park roads only) Storage off the site for _____ unit(s) _____
 Additional: _____
- f) **In addition to the rent:** Utility charges that are billed to the Landlord by outside suppliers will be reimbursed to the Landlord as provided by MHPTA Section 39(6). These amounts may be adjusted annually and are not covered by any rent increase restrictions:
Amount due per month:
\$ _____ Water \$ _____ Sewage disposal fees
\$ _____ Garbage or Recycling pickup \$ _____ Other (_____).
- g) **Future changes to services** that are listed in Paragraph 3(e) above: the Landlord and the Tenant agree that once a service or facility is included in the rent under this Agreement, the service or facility can only be changed or restricted by giving 30 days' notice using the prescribed form. In particular, the Landlord may choose to discontinue providing a service, or may make other changes in the service or its delivery, if there is a change in the service provider or method by which the service is obtained by the Landlord.
- h) **Rent Increases:** A rent increase may take effect no sooner than 12 months after the date that the rent was established under this Agreement, and 12 months after the date of any future rent increase. Three full months' notice will be given on the approved form for manufactured home sites, available from Residential Tenancy and Government Agent offices.
- i) **Charges paid directly:** The Tenant shall pay directly for all local government property taxes on his home and improvements, as well as paying for all utilities and services supplied to the Site, unless specifically included in the services provided as part of the rent and listed in Paragraph 3(e) above.

4. Damage Deposit:

- a) *The Landlord is not permitted to require or accept a security deposit for manufactured home sites.*
b) *In advance of moving the manufactured home on or off the site, the Tenant agrees to provide proof of third party liability insurance payable to the Landlord to cover any damage to the park that may be caused by moving the home, as required by the MHPTA.*

5. Occupants and Invited Guests:

Guests: The Tenant is permitted to have guests in his home and in the common areas of the Park under reasonable circumstances, as long as the number of total occupants is not unreasonable and Park Rules are followed. **A guest is defined as someone staying in the home a total of less than 30 days in a calendar year.**
Permanent Occupants: A person not listed in this Section, who resides on the site for more than a total of 30 days in a calendar year without prior written consent of the Landlord shall be considered to be occupying the site contrary to this Agreement and considered a trespasser in the Park. The Tenant shall promptly apply in writing for approval from the Landlord for such person to become a permanent occupant, including references and other information required by the Landlord to confirm suitability of proposed occupant. Failure to apply and obtain the necessary approval of the Landlord in writing is a **breach of a material term of this Agreement**. The Landlord may give notice to the Tenant to immediately correct the breach. The Landlord has the right to end the tenancy, if the Tenant fails to correct the breach within a reasonable time after having been given written notice by the Landlord.

Only the persons named below will be living on/in the premises, including the Tenant(s) and any children:

NAME AND AGE OF EACH _____ _____ _____
_____ _____ _____

6. Sale of Home:

The Tenant may sell his/their home at any time. However, if the prospective Purchaser intends for the home to remain on the Site or in the Park, the Purchaser must make application and obtain approval from the Landlord prior to the completion of the sale. Signage must be in accordance with Park Rules.

7. Pets:

This Agreement must comply with the rights and restrictions provided under the Guide Animal Act. A pet damage deposit is not charged for manufactured home site tenancies.

The Landlord has approved only the following pet(s): _____

As a material term of this Agreement, the Tenant agrees to adhere to all Park Rules regarding pets and agrees to obtain the Landlord's approval in writing before bringing any pet into the Park, except for small indoor caged birds or animals, or fish in an indoor tank. Where the Landlord has given permission for any pet in writing, the Tenant shall ensure that the pet does not disturb other persons in the Park or adjoining property in regard for the quiet enjoyment of the other tenants, occupants and invited guests in the Park. If the Tenant fails to control the pet within the meaning of this Section and the Park Rules, the Tenant may be required to remove the pet from the Park within two weeks of receiving written notice from the Landlord to do so, or such other penalties as are provided in the MHPTA.

Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park. Breeding of pets or keeping of livestock or poultry are not permitted.

8. Access:

Locks: *If locks or other means of access to the Park are changed, the Landlord will issue a new key or access device to the Tenant.*

Landlord's Entry on to Site:

- 1) *For the duration of the tenancy agreement, the site is the Tenant's home and the Tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the manufactured home site.*
- 2) *The Landlord may enter the site if one of the following applies:*
 - a) *the entry is for the purpose of collecting rent or giving or serving a document that under the Act must be given or served;*
 - b) *at least 24 hours and not more than 30 days before the entry, the Landlord gives the Tenant a written notice which states: the purpose for entering, which must be reasonable, and the date and the time of the proposed entry, which must be between 8 am and 9 pm unless the Tenant agrees otherwise.*
 - c) *there is an emergency and the entry is necessary to protect life or property;*
 - d) *the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before the entry;*
 - e) *the Tenant has abandoned the Site;*
 - f) *the Landlord has an order of an arbitrator or court saying the Landlord may enter the site.*

9. Tenant's Property & Fixtures:

The Tenant agrees that the following amenities and fixtures on the Site are the property of the Tenant and that the Tenant is responsible for their maintenance and up keep:

- Oil Tank Fence(s) Out Building(s) Deck(s) Addition(s)
 Driveway(s) Landscaping (trees, shrubs, lawns etc.) Other (specify _____)

Any alterations or additions or improvements to the exterior of the Tenant's home or to the Site require the prior written approval of the Landlord as well as any permit(s) required by the municipal authority.

Such improvements are the property of the Tenant, and ownership is transferred to the Purchaser if the home is sold on the Site. No compensation of any kind is payable to the Tenant by the Landlord for Site improvements if the Site is vacated in the future.

Maintenance of improvements is entirely the responsibility of the Tenant, and the Landlord is not responsible or liable in any way for their repair, safety, construction standards, or future condition. Unless otherwise specified in a written agreement between the Tenant and the Landlord, the Tenant is responsible for expenses and maintenance of (a) the Tenant's dwelling unit, skirting and additions; (b) the utility connection lines from the park's service points to the manufactured home; (c) setup, blocking and periodic leveling of the manufactured home and additions; (d) the Site's landscaping, fencing, rock walls, driveways, or other improvements.

10. Tenant's Obligations:

In addition to meeting any other obligations under the MHPTA, the Tenant agrees to the following as material terms of the tenancy:

- a) that the Tenant will not interfere with the rights of the Landlord or the rights of other tenants or their guests on the Site or in the Park, and will promote the safety, enjoyment and comfort of others by ensuring that the Tenant, his family and his guests do not disturb, harass, or annoy other park residents, the landlord and/or neighbours, in particular avoiding loud music, noise or loud conversation which may disturb others' quiet enjoyment;
- b) that the Tenant will not perform illegal acts or carry on an illegal trade, business or occupation on the Site, the common areas, or the property of which they form a part, and will comply with all applicable federal, provincial and municipal laws and regulations pertaining to the Site, the home and any additional structures, and to save the Landlord harmless from any violation of, or non-compliance with these laws and regulations and from all fines, penalties, and costs for such violations or non-compliance;
- c) that the Tenant will not endanger persons or property on the Site, the common areas or the property of which they form a part;
- d) that the Tenant's home will be used only for private residential purposes, and that no boarders or lodgers will be permitted;
- e) that the Tenant will not permit water to be wasted, or to burden the septic system with water, or to permit leaks in the water supply system owned by the Tenant (such as dripping taps or toilets), and that water connection lines, pipes and taps will be properly insulated over the entire exposed length;
- f) that the Tenant will not permit the introduction of substances or materials into the septic system that might reduce its life and/or its capacity to function properly, and that the sewer service connection and sewer line to home will be protected and maintained;
- g) that the Tenant will strictly comply with Park Rules. The Tenant further agrees that the Landlord may, upon two weeks written notice, make changes or additions to the Park Rules as deemed necessary for the best interests of the Park and its tenants. The Landlord shall not be liable in the event that any tenant or invited guest does not comply with Park Rules;
- h) that vehicles parked on the Site or in the Park must be currently insured for use on public roads and be in operating condition;
- i) that at all times at least one of the persons listed as a "Tenant" on this Tenancy Agreement must be the legal registered owner of the home which occupies the Site;
- j) that the Tenant will maintain ordinary health, cleanliness and sanitary standards throughout the Site and the Park, and will maintain the exterior of his home and yard (the Site) in a neat and attractive manner;
- k) that the Tenant agrees to inform the Landlord of any repairs to the park or services that may be required. Where possible, this request should be in writing;
- l) that the Tenant agrees to accept any notice, order, process or document required or permitted to be given, when served in accordance with the MHPTA.
- m) that the Tenant will vacate the Site at the termination of the tenancy, and leave the Site in a clean condition.

A breach of the terms of this Section of this Agreement may result in termination of the tenancy.

11. Property Taxes and Municipal Charges:

Municipal charges directly billed to the Site as well as taxes on the home and its additions and Site improvements are the responsibility of the Tenant, to be paid when due directly to the municipality or other government body, including taxes on accessory equipment and structures such as awnings, skirting, sheds, garages, steps, porches, fences and other improvements made or installed by the Tenant, former Tenant or by persons other than the Landlord.

12. Liability and Insurance:

The Tenant agrees that he is responsible to insure all personal property including the home, its contents, and all accessory equipment and structures and other improvements, located on the Site or anywhere in the Park, and that the Landlord shall not be liable for, or on account of, any loss or damage to such property due to but not limited to the action of any third party, fire, water, theft or burglary, vandalism, the elements, or interruption of any services including but not limited to sewer, water, power or any other similar causes. The Tenant further agrees to obtain such insurance as is necessary to protect the Tenant, occupants and guests of the Tenant, or others from loss, injury or liability.

The Tenant promises and agrees with the Landlord not to do, or permit to be done, anything which may void or render voidable the policy or policies of insurance covering the Site and the Park, or which may cause the premiums in respect of the policy or policies to increase.

Tenant's Waiver: Unless the Landlord is in breach of a lawful duty, the Tenant waives and releases the Landlord from any liability whatsoever in connection with the use by the Tenant, occupant or guest of the Tenant, of the Site or the Park, its services, furnishings, equipment or facilities supplied by the Landlord.

13. Subletting the home:

The Tenant understands and agrees that no subletting of the manufactured home will be permitted at any time during this tenancy or on this site.

14. Additional Terms:

- (a) **Addendums** are attached to this Tenancy Agreement, consisting of _____ page(s) of additional terms that form part of this Agreement. Note that **Park Rules** may be changed in future as per Paragraph 1(b) above.
- (b) The Tenant has duly inspected the Site and has had its boundaries shown to him/them, and finds the Site to be entirely satisfactory for year round living.
- (c) *The Landlord must give the Tenant a copy of this Agreement promptly, and in any event within 21 days of entering into the Agreement.*
- (d) **Personal Information:** The Landlord agrees not to use or disclose any of the Tenant's personal information contained in this Agreement without the Tenant's prior permission, except for answering requests for references.
- (e) **Severability:** If any term, covenant or provision of this Tenancy Agreement is held invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction, that provision shall be deemed to be severed and of no further force and effect. All other provisions of the Tenancy Agreement shall remain in full force and effect.

15. Emergency Contact:

Tenant: In case of emergency concerning the Tenant's home or the Site during a time when the Tenant is not available, the Landlord may contact: _____ at phone number _____

(Tenant agrees to update this emergency contact information annually).

Landlord: For emergency contact of the Landlord or designated contact person, the current emergency number is _____ or is posted in the Park at: _____ .

The Tenant acknowledges and agrees that this Agreement is not in effect and that he/they are not Tenants until each proposed Tenant has signed the Agreement and it has been approved by and signed by the Landlord.

The Tenant hereby acknowledges that he has read and understood this Agreement, and has received a duplicate copy of this Agreement on (date): _____ (initialed): _____

By signing this Tenancy Agreement, the Landlord and the Tenant are bound by its terms.

Landlord's Signature

Day/Month/Year

Tenant's Signature

Day/Month/Year

Tenant's Signature

Day/Month/Year

**The following information is included in the Agreement as required by the MHPTA
and the Schedule of the Manufactured Home Park Tenancy Regulation**

Repairs:

1. Landlord's Obligations:

- a) The landlord must provide and maintain the manufactured home park in a reasonable state of repair suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an Arbitrator's Order under the MHPTA for the completion and costs of the repair.
- c) The landlord is not required to maintain or repair improvements made to the manufactured home site by a tenant occupying the site or the assign of the tenant unless the obligation to do so is a term of this Tenancy Agreement.

2. Tenant's Obligations:

- a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the manufactured home site and in common areas. The tenant must take the necessary steps to repair damage to the manufactured home site or common areas caused by the actions or neglect of the tenant or a person permitted in the manufactured home park by the tenant. The tenant is not responsible for repairs for reasonable wear and tear to the manufactured home site or common areas.
- b) If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through arbitration under the MHPTA for the cost of repairs, serve a Notice to End a Tenancy, or both.

3. Emergency Repairs:

- a) The landlord must post and maintain in a conspicuous place in the manufactured home park or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- b) If emergency repairs are required, the tenant must make at least two (2) attempts to telephone the person designated by the landlord, and then give the landlord a reasonable time for completion of the emergency repairs.
- c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord. If the landlord does not reimburse the tenant as required, the tenant may deduct the cost from rent. The landlord may take over completion of the emergency repairs at any time.
- d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the manufactured home park and are limited to repairing:
 - (i) major leaks in pipes;
 - (ii) damaged or blocked water or sewer pipes, or
 - (iii) the electrical systems.

Rent Increases:

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 lawful 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 for a manufactured home site available from any Residential Tenancy Office or Government Agent.
2. A landlord must give a tenant of a manufactured home site 3 whole months notice, in writing, of a rent increase. For example, if the rent is due on the first of the month and the tenant is given notice anytime in January, including January first, there must be three whole months before the increase begins. In this example, the months of February, March and April, so the increase would begin on May 1.

3. The landlord may increase the rent only in the amount set out in the Regulations. If the tenant thinks the rent increase is more than is allowed by the Regulations, the tenant may talk to the landlord or contact the Residential Tenancy Office for assistance. Either the landlord or the tenant may obtain the inflation rate prescribed for a rent increase from the Residential Tenancy Office.

4. The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 21 (2) of the Act.

Assign or Sublet:

1. The tenant may assign the tenancy agreement or sublet the manufactured home site to another person only if one of the following applies:

- a) The tenant has obtained the prior written consent of the landlord of the park to the assignment or sublease, or is deemed to have obtained that consent in accordance with the Regulations.
- b) The tenant has obtained an Order of an Arbitrator authorizing the assignment or sublease.

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

3. If a landlord unreasonably withholds consent to assign or sublet, or charges a fee, the tenant may apply for arbitration under the MHPTA.

Occupants and Invited Guests:

1. The landlord must not stop the tenant from having guests under reasonable circumstances on the manufactured home site and in the common areas of the manufactured home park.

2. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

3. If the number of occupants on the manufactured home site is unreasonable, the landlord may discuss the issue with the tenant and may serve a Notice to End Tenancy. Disputes regarding the notice may be resolved through arbitration under the MHPTA.

Ending the Tenancy:

1. The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. 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. For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.

2. This notice must be in writing and must:

- (a) include the address of the manufactured home site;
- (b) include the date the tenancy is to end;
- (c) be signed and dated by the tenant,
- (d) include the specific grounds for ending the tenancy if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.

3. If this is a fixed term tenancy, and the Agreement does not require the tenant to vacate at the end of the tenancy, the Agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end the tenancy as required under the MHPTA.

4. The landlord may end the tenancy only for the reasons and only in the manner set out in the MHPTA, and the landlord must use the approved Notice to End Tenancy form available from any Residential Tenancy Office.

5. The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

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Landlord's Initials

Tenant's Initials