

Tenancy Agreement Addendum For Crime Free Housing

In consideration of the execution or renewal of the attached Tenancy Agreement for the manufactured home site described as: _____, Landlord and Tenant agree as follows:

The tenant(s), any member of the tenant(s) household, and any persons invited onto the Park common areas or a manufactured home site by the tenant(s) or any member of the tenant's family shall not engage-in any criminal activity on the premises or property including, but not limited to:

- a) any drug-related criminal activity
- b) solicitation (pimps, prostitution activity)
- c) street gang activity
- d) assault or threatened assault
- e) unlawful use of a firearm
- f) any criminal activity that threatens the health, safety or welfare of the landlord, other tenants or persons in the manufactured home park.

VIOLATION OF ANY OF THE ABOVE PROVISIONS, WHICH ARE REASONABLE AND MATERIAL TERMS OF THE TENANCY AGREEMENT, SHALL BE GOOD CAUSE FOR A NOTICE TO END A TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material non-compliance with the Tenancy Agreement, and it is understood and agreed that a single violation shall be good cause to end the Tenancy Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be predominant of the evidence.

In case of conflict between the provisions of this addendum and any other provisions of the Tenancy Agreement, the provisions of this addendum shall govern.

This Tenancy Agreement addendum is incorporated into the Tenancy Agreement executed or renewed this day between Landlord and Tenant.

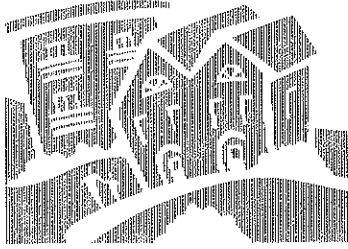
Tenant Signature

Date

Tenant Signature

Landlord

Date



Fact Sheet

for Landlords and Tenants

#RTO-113

Measures to Protect Against Illegal Activities

The Residential Tenancy Act (RTA) and the Manufactured Home Park Tenancy Act (MPHTA) are not intended to deal with criminal activity by tenants. If a landlord has information concerning illegal activities, he or she should bring it to the attention of the police. However, there are measures available in the Acts to end tenancies of those tenants who engage in illegal activity and to protect landlords and other tenants from illegal activities. These steps include:

1. Checking references at the start of the tenancy
It is very important that landlords protect themselves by doing careful and thorough reference checks on potential tenants. This is the single, most important action that landlords can take to protect themselves and other tenants from dishonesty and potential unlawful activity. Ask for proof of identity, such as a valid BC driver's license, passport or other form of official identification. If the reference is a former or current landlord, verify that the individual is truly a landlord at the given address.
2. Including terms in the tenancy agreement barring illegal activities
Landlords are permitted to include terms in the tenancy agreement designed to promote the safety of every person working or residing in the residential property or to protect the landlord's property from abuse.
3. Carrying out regular inspections of the premises
Landlords should conduct regular inspections of the premises, in accordance with the RTA. Under the RTA, landlords have the right to conduct monthly inspections as long as the tenant receives written notice at least 24 hours and not more than 30 days before the time of entry. The time for entry must be between 8am and 9pm unless the tenant agrees otherwise. (Note: Unlike the RTA, the MHPTA does not allow monthly inspections.)

Some illegal activities may result in signs that are apparent from outside the property. For example, warning signs of a marijuana grow operation might include: windows totally covered with thick plastic, foil or wood; noticeable condensation on the windows; a rapidly spinning hydro meter; evidence that hydro wires may have been spliced or tampered with; constant humming sounds or generator noises; people entering and leaving at night but not the daytime; the sound of fans; strong "skunky" odours, usually noticeable at night; and rent paid in cash in large denomination bills (particularly where delivered to the landlord).

4. Issuing breach letters and ending the tenancy

Grounds for ending the tenancy

In addition to other grounds that apply to all tenancies in British Columbia, there are three grounds for ending a tenancy that specifically relate to illegal activities of a tenant or a person permitted on the residential property or in the manufactured home park by the tenant.

Reasons for ending a tenancy that may apply to illegal activities include:

- the tenant or person permitted on the residential property or in the manufactured home park by the tenant has engaged in illegal activity that has caused or is likely to cause damage to the landlord's property;
- the tenant or person permitted on the residential or manufactured home park property by the tenant has adversely affected or is likely to adversely effect the quiet, enjoyment, security, safety or physical well-being of another occupant of the residential property;
- the tenant or person permitted on the residential property or in the manufactured home park by the tenant has engaged in illegal activity that has jeopardized or is likely to jeopardize a lawful right or interest of another occupant, or the landlord.

The grounds below may also form the basis for ending a

tenancy because of illegal activities. These grounds apply to all tenancies under the RTA and MHPTA:

- the tenant, or a person permitted in or on the residential property or in the manufactured home park by the tenant, has significantly interfered with or unreasonably disturbed another occupant or the landlord of the residential property or manufactured home park;
- the tenant, or a person permitted on the residential property or in the manufactured home park by the tenant, has seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- the tenant, or a person permitted on the residential property or manufactured home park by the tenant, has put the landlord's property at significant risk;
- occupancy by the tenant has resulted in damage to the residential property or manufactured home site to an extent that exceeds reasonable wear and tear, and the tenant has failed within a reasonable period of time after the damage has occurred to take necessary steps to repair the damage;
- the tenant, or a person permitted on the residential property or in the manufactured home park by the tenant, has caused extraordinary damage to a rental unit, residential property, manufactured home site, or manufactured home park.

A landlord is responsible for issuing a one month Notice to End Tenancy under any of the above grounds or on more than one if multiple grounds apply to the circumstances. A tenant is entitled to dispute such a Notice before a Residential Tenancy arbitrator. If the tenant disputes the Notice to End Tenancy, it is up to the landlord to provide sufficient evidence to show that the Notice is reasonable and the tenancy should end. The information and evidence that the landlord must provide may vary according to the reason given for ending the tenancy. The landlord must:

- show how the circumstances fall within the reasons given for ending the tenancy; and
- provide evidence that the particulars being given are true. (Note: if the landlord provides no evidence, an arbitrator will set the notice aside. Simple allegations, unsupported by evidence, are not sufficient to end a tenancy. The landlord will be required to prove the allegations made in the notice on a balance of probabilities; that is, the landlord must satisfy the arbitrator that it is more likely than not that what is alleged in the notice is true.)

For example, if a landlord gives a Notice for a serious impairment of the landlord's lawful right or interest, the landlord must be specific about how that lawful right or interest has been impaired. A significant fire hazard would be a serious impairment of a landlord's and other tenants' lawful rights or interests, and proof might include evidence of illegal rewiring or unprofessional installation of excessive lighting. Evidence of a full-scale marijuana grow operation could support the giving of a

notice on this ground, due both to the high likelihood of serious damage to the rental unit, residential property, manufactured home site, or manufactured home park and the risk of harm to other tenants. If a tenant's illegal activity is likely to cause any risk or damage, the landlord could be successful in ending the tenancy on this ground.

Other grounds may be more straightforward. If the tenant, or a person permitted on the residential property or in the manufactured home park by a tenant, causes serious damage or if other tenants are being unreasonably disturbed by people attracted to the property as a result of the illegal activity, the landlord must provide evidence that demonstrates to the arbitrator that those occurrences are taking place.

If a landlord is giving a Notice to End Tenancy on the basis that the tenant has failed to comply with a material term of the tenancy agreement, the landlord must first issue a warning letter to the tenant informing the tenant what action is considered to be a breach, giving a reasonable period of time in which to comply with the tenancy agreement, and notifying the tenant that a failure to correct the breach will result in the landlord ending the tenancy.

Early end to a tenancy

The Acts permit a landlord to request an early end to a tenancy, without issuing a one-month Notice to End Tenancy, if the tenant has done any of the following:

- significantly interfered with or unreasonably disturbed another occupant or the landlord or the residential property or manufactured home park;
- seriously jeopardized the health or safety or a lawful right or interest of the landlord or another occupant;
- engaged in illegal activity that:
 - has caused or is likely to cause damage to the landlord's property;
 - adversely affected or is likely to adversely effect the quiet, enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - has jeopardized or is likely to jeopardize a lawful right or interest of another occupant, or the landlord;
- caused extraordinary damage to the residential property or manufactured home park; and it would not be reasonable or fair to the landlord or other occupants of the residential property or manufactured home park to wait for a Notice to End Tenancy to take effect.

For more information . . .

Visit the B.C. Government Web site: www.gov.bc.ca (type 'rto' in the search bar).

Call RTO's 24 Hour Recorded Information Line:

- In the Lower Mainland: 604 660-1020
- Elsewhere in B.C.: 1 800 661-4886