

MANUFACTURED HOME SITE TENANCY AGREEMENT

MORGAN RIDGE ESTATES (from now on referred to as “the Park”)

- 1. AGREEMENT:** The parties to this Manufactured Home Site Tenancy Agreement (from now on referred to as “this Agreement”) agree to be legally bound by and comply with the terms of this Agreement. The parties understand that where in this Agreement the words, “the Act”, are used, they refer to the Manufactured Home Park Tenancy Act, SBC 2002, as amended, and Regulation made from time to time. The Standard Terms required by the Act are italicized, distinguishing them from other Terms.

BETWEEN: *Landlord:* MORGAN RIDGE ESTATES LTD., O/A MORGAN RIDGE ESTATES
 (hereinafter referred to as “the landlord”)
 1448 – 6th Avenue
 Prince George, B.C. V2L 3N2
 Phone: (250) 562-2270
 Property Manager: GORDON LANGER
 Phone: (250) 565-4663
 Email: morganridge@shaw.ca
 Address For Service: AS ABOVE

AND: *Tenant(s):* _____

CORRECT LEGAL NAMES

Tenant(s): _____

CORRECT LEGAL NAMES

Tenants Phone: _____ Cell: _____ Work: _____

Tenant Email: _____

- 2. SITE TO BE RENTED:** *The site to be rented consists of the land only (from now on referred to as “the Site”) known as:*

Physical Park Address: 7100 Aldeen Road, Prince George, BC V2N 5R5 *Site Number:* _____

Legal Description of the Park: LOT #1, PLAN #PGP40103 D.L. #1599 C.D

(The attached description, including sketch and park plan, indicating the boundaries and area of the Site from a fixed point of reference, and the location of the home within those boundaries, forms a part of this Agreement.)

- 3. OCCUPANTS:** Only the persons named below will be occupying the Site (in addition to the tenant(s) listed in clause 1):

_____ ***CORRECT LEGAL NAMES*** _____ ***CORRECT LEGAL NAMES***

_____ ***CORRECT LEGAL NAMES*** _____ ***CORRECT LEGAL NAMES***

Landlord’s Initial

Tenant’s Initial

At all times, at least one of the persons listed as a tenant in clause 1 must be the legal registered owner(s) of the home which occupies the Site.

No person, other than those listed in clause 1 and 3 may occupy the Site. A person not listed in clause 1 or 3 who resides in the Site for a period in excess of 30 cumulative days in any calendar year will be considered to be occupying the rental unit contrary to this Agreement and without right or permission of the landlord. If a tenant anticipates an additional occupant, the tenant must promptly apply in writing for permission from the landlord for such person to become a tenant or authorized occupant. Failure to obtain the landlord's written approval is a breach of a material term of this Agreement, giving the landlord the right to end the tenancy on proper notice.

- 4. **TENANCY:** The landlord does hereby rent to the Tenant that portion of the said Park known as **SITE #** _____ which said site is shown on a sketch plan which is annexed hereto, made a part hereof and marked Schedule "A". The landlord agrees to rent to the Tenant the site for the purpose of placing and installing thereon the Manufactured Home owned by the Tenant for the following term:

The tenancy created by this Agreement starts on _____, 20_____.

(Check A or B)

A. and continues on a month-to-month basis until cancelled in accordance with the Act.

B. and is a fixed term ending on _____, 20_____

(if you checked B, check C or D)

C. At the end of this time the tenancy will continue on a month to month basis, or another fixed length of time if both parties agree, unless the tenant gives written notice to end the tenancy at lease one clear month before the end of the term.

D. At the end of this time the tenancy is ended and the tenant must move the home off the site.

IF YOU CHOOSE D, BOTH THE LANDLORD AND THE TENANT MUST INITIAL HERE

Landlord's Initials Tenant's Initials

- 5. **RENT AND FEES:** Rent must be received by the landlord on or before the first of the calendar day of each month, unless the parties agree in writing in advance to a different date.

Rent \$ _____ per month week other (_____)

Parking Fee(s) \$ _____ Specify: _____

Other Fee(s) \$ _____ Specify: _____

Other Fee(s) \$ _____ Specify: _____

Other Fee(s) \$ _____ Specify: _____

Total Rent and Fees \$ _____

The landlord agrees to give a receipt for any payments made in cash.

The tenant must supply a pre-authorized payment plan (PAP) or post-dated cheques, however *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 Park 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.*

Landlord's Initial

Tenant's Initial

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 late, 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.

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.

The tenant agrees:

- a) That the rent includes a maximum of _____ persons occupying the Site.
- b) That any change in the persons registered to occupy the Site must first be approved by the landlord in accordance with clause 3.
- c) An administration fee of \$2.00 per day late (to a maximum of \$25 per month) is payable for any late payments.
- d) An administration fee of \$50.00 will be charged for any returned, non-sufficient fund cheques or returned/declined pre-authorized payments.
- e) That the tenant will be responsible for any service fees charged to the landlord as a result of a tenant's cheque or PAP being returned by a financial institution.

No equipment, facilities, services or utilities will be provided by the landlord and included in the rent except those checked below, which the tenant agrees are in good condition and which the tenant and his guests will use carefully.

water sewage disposal garbage pickup other (specify: _____)

ELECTRICITY NOTE: The Site is supplied with 100 amps of electrical service and tenant agrees not to exceed this maximum allowable capacity of electricity.

- 6. **PRORATED RENT:** In the event that the term of this tenancy agreement commences on a day other than the first day of the month the Tenant shall pay rent for that month which shall be the sum of money equal to the product obtained by multiplying the number of days from the commencement of the term to the end of the month inclusive by 1/30th of the monthly rental herein provided
- 7. **RENT INCREASES:** *Once a year the landlord may increase the rent for an 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. A landlord must give a tenant 3 whole months' notice, in writing, of a rent increase. The landlord may increase the rent only in the amount set out by the regulations (the law allows inflation plus 2% as well as a proportion of increases in some operating costs). 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 Branch.*

THE ANNIVERSARY DATE (effective date) FOR RENT INCREASES IS: _____ (MONTH) IN EACH YEAR.

- 8. **INSTALLATION OF HOME AND SERVICES:** The tenant agrees to have his home placed on the said Site in accordance with each and every one of the specification requirements as set out in Schedule "B" attached hereto and further agrees that the cost of such installation be prepaid and contracted as follows:

- A. Together with the purchase of a new mobile home from an approved dealer
- Or
- B. By a contractor approved by the management

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Tenant's Initial

- 9. **UTILITY CHARGE:** The Tenant agrees to pay all charges for or in connection with utilities and services supplied to the Site, including all meter connection, disconnection, or moving charges related thereto, and for all gas, electricity, telephone and cable television charged to the Site.
- 10. **PROPERTY TAXES:** Property taxes on the manufactured home are the responsibility of the tenant. Tenant shall pay directly to the municipality or other government body, when due, all property taxes on the tenant's manufactured home and any other property owned by the tenant considered an "improvement" by the taxing authority. This includes property taxes on accessory equipment and structures including, but not limited to, awnings, skirting, storage sheds, garages, steps and porches, and other improvements made or installed by the tenant, former tenant or by persons other than the landlord.
- 11. **LIABILITY & INSURANCE:** The tenant is responsible for insuring the manufactured home, including all accessory equipment and structures and other improvements on the manufactured home Site and contents and other such insurance as is necessary to protect the tenant, the tenant's occupants and guests or others from loss, injury or liability. The tenant, acting prudently, shall carry sufficient insurance coverage for his or her personal property, together with sufficient insurance coverage including smoke, fire, water damage, theft and third party liability.

The tenant agrees and promises with the landlord to indemnify and save harmless the landlord in respect of all liabilities, fines, suits, claims, demands, damages and actions of any kind for which the landlord may become liable by reason of breach of, or non-performance by the tenant, or the tenant's occupant or guest, or tenant's pet. This indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the term of this agreement, survive termination of this Agreement.

The Tenant promises and agrees with the landlord not to do, or permit to be done, anything that may void or render voidable the policy or policies of insurance covering the manufactured home Site and the Park, or which may cause the premiums in respect of the policy or policies to be increased. If the premiums are increased as a result of a breach of this promise, the tenant undertakes to indemnify and save harmless the landlord against such increases in premiums and the indemnity will not prejudice the landlord's right to proceed against the tenant for breach of this covenant.

The landlord is not responsible for any damage to the tenant's manufactured home, including all accessory equipment and structures and other improvements, or any contents due to, but not limited to fire, water, theft or burglary, vandalism, interruption or any services, including, but not limited to sewer, water, power or any other similar causes.

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 manufactured home Site or the Park, services, furnishings, equipment and facilities supplied by the landlord, including injuries or damage caused by anything done or admitted to be done by any of the tenants, the tenant's occupants or the tenant's guests, in the Park, or by the landlord's agents, servants, or employees, or independent contractors.

- 12. **ASSIGNMENT AND SUBLET:** *The tenant may assign this Agreement or sublet the Site to another person only if the tenant has obtained the prior written consent of the landlord to the assignment or sublease, or is deemed to have obtained that consent in accordance with the regulations, or the tenant has obtained an order of the director authorizing the assignment or sublease*

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

- Subletting is not permitted
- Subletting is permitted with the landlord's prior written approval

Landlord's Initial

Tenant's Initial

The landlord has 10 days to reply in writing to a request for a sublet or assignment. The Request for Consent to Assign (RTB-10) or Sublet (RTB-25) a Manufactured Home Park Site Tenancy forms have space for the landlord to provide their answer.

13. **DEPOSIT:** *The landlord is not permitted to require or accept a security deposit or a pet damage deposit for a manufactured home park tenancy. The landlord is permitted to require security, however, in the form of proof of third party insurance against damage to the Park caused by moving the manufactured home on or off the Site.*
14. **OBSERVE RULES AND REGULATIONS:** The Tenant, his family, servants and guests shall observe the rules and regulations made from time to time by the Landlord for the safety, care and cleanliness of the Park, the comfort and convenience of its Tenants and the preservation of good order within the said Park, These are set out in Schedule "B" attached as amended from time to time at the Landlords' option.
15. **GUESTS:** *The landlord must not stop the tenant from having guests under reasonable circumstances on the Site and in common areas of the Park. The landlord must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests. If the number of occupants on the Site 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 Act.*
16. **MANUFACTURED HOME ONLY:** The Tenant hereby acknowledges and agrees that the Site is rented to and held by him solely for the placement thereon of one manufactured home, and further that no manufactured home nor related improvement nor appurtenance save and except entrance porches and steps shall be placed upon the Site. **Entrance porches and steps shall be approved by the Landlord**
17. **CONDUCT:** In order to promote the safety, welfare, enjoyment, and comfort of other occupants and tenants of the Park and the landlord, the tenant or the tenant's guests must not disturb, harass, or annoy another occupant of the Park, the landlord, or a neighbouring property. In addition, noise or behaviour, which in the reasonable opinion of the landlord may disturb the comfort of any occupant of the Park or other person, must not be made by the tenant or the tenant's guests, nor must any noise be repeated or persisted after a request to discontinue such noise or behaviour has been made by the landlord. The tenant or the tenant's guests must not cause or allow loud conversation or noise to disturb the quiet enjoyment of another occupant of the Park, in particular between the hours of **10:30pm and 7:30am**. If any tenant or tenant's guest causes another tenant to end his tenancy because of such noise or other disturbance, harassment, or annoyance or because of illegal activity by the tenant or tenant's guest, the tenant must indemnify and save harmless the landlord for all costs, losses, damages, or expenses caused thereby.
18. **OVERHOLDING:** If the tenant remains on the Site after the last day of the term as set out in this Agreement, or after any other lawful end of the tenancy, the landlord may claim for damages against the tenant and the tenant will be liable for damages suffered by the landlord. The landlord may apply for an Order of Possession or a similar order from a court or a Dispute Resolution Officer and when such an order has been obtained, eviction by a bailiff may follow. In addition the landlord and the incoming tenant have a civil right of action against the tenant as a result of the tenant's failure to leave the Site as required by law.
19. **REPAIRS & MAINTENANCE:** *The landlord must provide and maintain the 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. 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 order of the director under the Act for the completion and costs of the repair. The landlord is not required to maintain or repair*

Landlord's Initial

Tenant's Initial

improvements made to the Site by a tenant occupying the Site, or the assign of the tenant, unless the obligation to do so is a term of this Agreement.

The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the Site and in common areas. The tenant must take the necessary steps to repair damage to the Site or common areas caused by the actions or neglect of the tenant or a person permitted in the Park by that tenant. The tenant is not responsible for repairs for reasonable wear and tear to the Site or common areas. 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 Act seeking an order of the director for the cost of repairs, serve a notice to end a tenancy, or both.

20. EMERGENCY REPAIRS: *The landlord must post and maintain in a conspicuous place in the Park, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord a reasonable time to complete the repairs. 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. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of property in the Park and are limited to repairing major leaks in pipes, damaged or blocked water or sewer pipes, or the electrical system(s).*

21. ACCESS: *For the duration of this Agreement, the Site is the tenant’s home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the Site. The landlord may enter the Site only if one of the following applies:*

- a. The landlord gives the tenant a written notice which states why the landlord needs to enter the Site and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving notice.*
- b. There is an emergency.*
- c. The tenant gives the landlord permission to enter at the time of entry or not more than one month before time of entry for a specific purpose.*
- d. The tenant has abandoned the Site.*
- e. The landlord has the order of an arbitrator or court saying the landlord may enter the Site.*

The landlord may have reasonable access to the Site for the purpose of giving Residential Tenancy Act notices; and other notices, newsletters, and documents containing issues pertinent to tenancy in the Park and for making inspections of any services, amenities or facilities supplied to the tenant by the landlord.

22. HAZARDS: *The tenant will immediately notify the landlord or the landlord’s contact person in the event of a discovery of a fire, escape of water, gas or other substance occurring anywhere in the Park. The tenant will also warn any other persons in the Park threatened by the hazard. The tenant must inform the landlord at the earliest opportunity of any repairs or services required in the Park.*

23. WASTE MANAGEMENT: *Garbage, waste, boxes, papers or recyclable materials must not be placed or left in any part of the Park, except those areas designated for disposal. All garbage must be drained, bagged or wrapped, and tied securely before being placed in an approved receptacle. Spillage must be cleaned up immediately. Any large item to be discarded, such as furniture, must not be abandoned or placed in garbage collection areas, but must be removed from the Park at the tenant’s expense. The tenant must comply with any recycling methods in place in the Park*

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24. **VEHICLES:** Only vehicles listed below and no other vehicles may be parked, but not stored, in the parking area of the Site. The parking area is to be occupied by vehicles that are in operating condition, currently licensed, and insured for on-road operation. Motor vehicle or other repairs must not be done on the Site or anywhere in the Park.

YEAR	MAKE	MODEL	YEAR	MAKE	MODEL

25. **SALE OF THE HOME:** The tenant may sell his home at any time. However if the prospective purchaser intends for the home to remain on the Site or in the Park, the prospective purchaser must make an application for tenancy and obtain approval from the landlord prior to the completion of the sale.

26. **HOME AND SITE ALTERATIOINS:** Any alterations or additions to the tenant’s manufactured home and the Site including accessory buildings and other structures must be approved in writing by the landlord and must conform to all local municipal bylaws. Where required, and after the landlord has approved any alteration or addition, a building permit must be obtained from the local municipal authority **before any alterations or additions are started.**

27. **REPLACEMENT OF EXISTING HOMES AND NEW STANDARDS:** The tenant understands and agrees that the Park has new or replacement manufactured home standards that must be adhered to when bringing a new or replacement manufactured home into the Park. That tenant agrees that the landlord in writing must approve replacement manufactured homes brought into the Park. No metal roofs will be allowed except for accessory buildings. The landlord shall not unreasonably withhold his consent for bringing a new or replacement manufactured home into the Park. Under no circumstances shall a unit entering the Park be older than 7 years from date of manufacture.

28. **PETS:** Unless permitted in this Agreement or in writing in advance by the landlord, the tenant must not keep or allow on the Site or in the Park any animal, including a dog, cat, reptile, or exotic animal, domestic or wild, fur bearing or otherwise, with the exception of small indoor caged birds or animals.

Where the landlord has given his permission in this Agreement or in advance in writing, the tenant must ensure that the pet does not disturb any person in the Park, and further the tenant must ensure that no damage occurs to the Site or the Park as a result of having or keeping the pet. This is a material term of this Agreement. If any damage occurs caused by the pet, the tenant will be liable for such damage and will compensate the landlord for damages, expenses, legal fees, and/or any other reasonable costs incurred by the landlord. Further, if the landlord gives notice to the tenant to correct any breach and the tenant fails to comply within a reasonable time, the landlord has a right to end the tenancy along with making the appropriate claims against the tenant.

- Pets are not permitted anywhere in the Park, including within the Site (with the exception of indoor birds and animals in a cage or aquarium).
- Pets are permitted subject to the landlords’ approval and current Park Rules.

Having regard to the potential safety issues, noise factors, health requirements, and mess, the tenant will not encourage or feed wild birds or animals within or near the Park.

Any term in this 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

Landlord’s Initial

Tenant’s Initial

restrictions under the Guide Animal Act.

29. TENANTS PROPERTY & FIXTURES: The tenant agrees that the amenities and fixtures on the Site checked below are the property of the tenant and that the tenant is responsible for their maintenance and up keep.

- Fence Driveway Out Building(s) Deck(s) Home addition(s) Other: _____
- Landscaping (lawn, trees, shrubs, flowerbeds)

The tenant will landscape the Site or repair the landscaping within 30 days of taking possession or within 30 days of first day of May if possession is taken between October 1 and April 30. The tenant will supply and install sod for the front lawn portion and seed balance of lawn areas. The tenant will regularly cut and water the lawns upon the Site and apply fertilizer to lawns at least twice per year. If, in the opinion of the landlord, the lawn areas have been neglected by the tenant, the tenant must, within 14 days of receipt of written notice from the landlord, bring the manufactured home Site back up to park standards or the landlord will have the breach remedied at the cost of the tenant. Any alterations, 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) that may be 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 left behind if the Site is vacated. The tenant will reimburse the landlord for the cost of removing any unwanted items left on the site. Maintenance of improvements is the responsibility of the tenant, and the landlord is neither responsible nor liable for the repair, safety, construction standards or future condition of the improvements. Unless otherwise agreed upon in writing by the landlord and tenant, the tenant is responsible for expenses and maintenance of the tenant's manufactured home and additions, the utility connection lines from the Park's service points to the manufactured home, the setup, blocking and periodic leveling of the of the manufactured home and additions, and the Site's landscaping, fencing, rock walls, driveways and other Site improvements.

30. INDEMNITY: The tenant will indemnify and save harmless the landlord from and against all fines, liens, suits, claims demands and actions of any covenant, term or condition hereof or by reason of any injury occasioned to or suffered by any person or persons or any property, by means of any wrongful act, neglect or default on the part of the tenant, his employees, invitees or licensees. The tenant shall also indemnify the landlord against any damage to or loss of any of the property the landlord used in the operation of the Park caused by the tenant or his invitees or licensees.

31. RELEASE OF LANDLORD: The landlord shall not be liable or responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the tenant, his employees, invitees or licensees or any other person who may be on or about the said lands or for any loss or damage or injury to any property belonging to the tenant, his employees, invitees or to any other person while such property is on or about the said lands and the tenant acknowledges that he shall use the Site and any and all of the facilities within the Park entirely at his own risk. The tenant acknowledges that the landlord is under no obligation to provide transportation for the tenant or the children of the tenant between the Park and any school.

32. WAIVER RE DISTRESS: That notwithstanding anything contained in any ordinance, law or statute, now or hereafter in force in the Province of British Columbia, none of the goods or chattels of the tenant at any time during the term hereof upon the Site shall be exempt from levy by distress for rent and upon any claim for such exemption being made by the tenant of any distress being made by the landlord, this covenant may be pleaded as an estoppel against the tenant and the tenant hereby waives all and every benefit that could or might accrue to the tenant under any such ordinance, law or statute by for this covenant.

Landlord's Initial

Tenant's Initial

- 33. YIELD UP:** At the time of termination of this tenancy the tenant will peaceably surrender and give up the Site and shall remove all of his property therein without notice from the landlord, any right of notice to quit or vacate being hereby expressly waived by the tenant, The tenant further agrees that in the event that the said manufactured home has not been removed from the Site within ten (10) days following the termination of this tenancy, then the landlord shall be at liberty to remove the said manufactured home from the Site and to retain possession of the said manufactured home until the landlord shall have received from the tenant all arrears in rent, if any, and reasonable charges for the disconnection or services to and removal and storage of the said manufactured home.
- 34. USE OF THE SITE:** The tenant and his guests must use the Site for private residential purposes only and not for any illegal, unlawful, commercial, political, or business purposes. No public meetings or assemblies may be held on the Site. No business or commercial advertising may be placed on the Site. The tenant will not make or cause any alteration to be made to the Site. The tenant agrees to comply with all applicable federal, provincial and municipal laws and regulations pertaining to the Site, manufactured home and additional structures.
- 35. PARK RULES:** 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.
- 36. ENDING THE TENANCY:** *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.] This notice must be in writing and must include the address of the Site, include the date the tenancy is to end, be signed and dated by the tenant, and 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.*
- If this is a fixed term tenancy and this Agreement does not require the tenant to vacate at the end of the tenancy, this Agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Act.*
- The landlord may end the tenancy only for the reasons and only in the manner set out in the Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Branch.*
- The landlord and tenant may mutually agree in writing to end this Agreement at any time.*
- 37. NOTICES:** All notices required or permitted under this Agreement must be in writing and must be served upon landlord or tenant according to the Act. Any tenant shall accept any notice, process or document required or permitted to be given, when served personally on any adult occupant of the tenant's Site, or served by delivering to, mailing to, or posting upon that part of the manufactured home known as, or used as the residence of the said occupant, according to the Act.
- 38. SIGNAGE:** The tenant shall not cause or permit any sign, advertisement, notice, lettering or direction to be painted, displayed, placed, affixed or maintained in or on any window or doors of the said manufactured home or elsewhere on the Site including for sale signs, unless the tenant has the landlords written approval. Management will remove any unauthorized signage immediately without prior notice to the tenant.
- 39. DISPUTE RESOLUTION:** *Either the tenant or the landlord has the right to apply for dispute resolution, as provided under the Act. The tenant agrees to accept any notices or other documents required or permitted to be given when served in accordance with the Act.*

Landlord's Initial

Tenant's Initial

If a problem or disagreement arises, the landlord and tenant should first try to resolve the issue between themselves.

- 40. LANDLORD TO GIVE AGREEMENT TO TENANT:** *The landlord must give the tenant a copy of this Agreement promptly, and in any event within 21 days of entering into this Agreement.*
- 41. APPLICATION OF THE ACT:** *The terms of this Agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Act or a regulation made under the Act, or any standard term. If a term of this Agreement does contradict or change such a right, obligation or standard term, that term of this Agreement is void. Any change or addition to this 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. The requirement for agreement to changes or additions to this Agreement does not apply to a rent increase given in accordance with the Act, a withdrawal of, or a restriction on, a service or facility in accordance with the Act, Park Rules established in accordance with the Act and the regulations, or 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.*
- 42. CONTRACTUAL:** If more than one tenant signs this Agreement, each tenant's obligations are joint and several. If more than one landlord signs this Agreement, each landlord's obligations are joint and several. A breach of this Agreement by the tenant may give the landlord the right to end the tenancy in accordance with the Act and thus regain possession of the Site. The singular of any word includes the plural, and vice versa. The use of any term is generally applicable to any gender and, where applicable, to a corporation. The word "landlord" includes the owner of the Park and his authorized agent.
- 43. SEVERABILITY:** If any term, covenant or provision of this Agreement is held invalid, illegal or unenforceable by any court of tribunal of competent jurisdiction, that provision shall be deemed to be severed and of no further force and effect. All other provisions of the Agreement shall remain in full force and effect.
- 44. 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 written permission, unless the Personal Information Protection Act permits such use or disclosure.
- 45. AGENT NOT A STAKEHOLDER:** The tenant agrees that if the person signing this Agreement as or on behalf of the landlord is an agent for the owner of the Park, and such agent receives any money in connection with the tenancy, the agent is not a stakeholder, and the agent may release the money to the owner.
- 46. ADDITIONAL TERMS:** Addendums and/or Park Rules are attached to this Agreement, consisting of _____ page(s) of additional terms and _____ page(s) of Park Rules that form part of and are material terms of this agreement.

Landlord's Initial

Tenant's Initial

The parties, intending to be legally bound, agree to the terms and conditions of this agreement. The tenant hereby acknowledges having read and received a copy of this agreement.

Dated at _____, this _____ day of _____, 20 ____.

Agreed and signed by each tenant:

Agreed and signed by the landlord:

Landlord Contact Phone Number: 250-565-4663

Landlord Contact Email: g.langer@shaw.ca

The tenant provides email _____ as an address for service under this Agreement.

Tenants contact in case of emergency:

Name and Relation: _____

Phone Number: _____

MORGAN RIDGE ESTATES LTD. EXPRESSLY DISCLAIMS ANY ORAL REPRESENTATION, WARRANTY OR AGREEMENT MADE BY ANY PERSON PURPORTING TO ACT ON ITS BEHALF. THIS AGREEMENT CONTAINS ALL OF THE TERMS TO WHICH MORGAN RIDGE ESTATES LTD. WILL BE BOUND.

ORIGINAL COPY TO LANDLORD (FILE IN LANDLORD'S OFFICE)

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MORGAN RIDGE ESTATES
7100 ALDEEN ROAD, PRINCE GEORGE, B.C.
RULES AND REGULATIONS
SCHEDULE "B"

1. STANDARDS: Each manufactured home placed in Morgan Ridge Estates shall have a label affixed to them at the factory certifying that the unit was built to meet or exceed the standards defined by the C.S.A. Z240 Series or C.M.H.C. MHA or A277 standards. Landlord must approve the Manufactured Home. No metal roofs on new or replacement manufactured homes will be allowed in Inver Estates.

2. PLACEMENT: The manufactured home will be located on the Site at the direction of the landlord. The home must be moved into the Park by professional movers and must be set up by professionals. The trades must be acceptable to the landlord. The tenant or agent of the tenant shall present the landlord a plot plan of the lot and the location of the home; as well as the foundation and set-up details and obtain the landlords' approval of the same.

3. FOUNDATION: The foundation for the manufactured home shall conform to or exceed CAN3 - Z240 . 10.1 - M86 standard.

4. INSPECTION: The owner of the manufactured home or agent thereof shall be responsible for arranging for an inspection by the City of Prince George Building Inspector following the placing of the manufactured home on a manufactured home Site. The City Building Inspector will ensure the location, foundation, and service connections to sewer and water are in accordance with the City of Prince George Manufactured Home Park Bylaw. The Manufactured Home must be tied down in a manner sufficient to maintain the structural integrity of the box between the main frame and the foundation.

5. HITCHES & WHEELS: All hitches and wheels must be removed immediately.

6. WATERLINE: The water line will be 3/4" copper tubing, with proper fittings to tie to unit, and water source. There will be CSA approved electric heat tape,, complete with thermostat., the whole length of the exposed water line plus 4' below grade level and be supported every 4' by 3/4" perforated strapping hangers. The water line will be wrapped with 3" insulation, plus a 2 mil. polythene or insulated to an equivalent R rating using other approved material. Tenant will be responsible for all water lines above ground. Landlord will be responsible for water lines underground

7. SEWER LINE: Sewer line will be 3" ABS pipe, complete with a clean out. There will be a minimum 1/4" to 1' grade and supported every 6' with 3/4" perforated strapping. The Tenant will be responsible for all clogged sewer lines above ground and the Landlord will be responsible for sewer lines underground provided that the problem was not caused by neglect of the tenant.

8. ELECTRICAL/GAS: Permits, material and workmanship to comply with local and provincial codes. Solid fuel, oil or propane is not permitted as fuel in the Manufactured Home Park.

No solid fuel burning appliances are allowed in the park.

9. SKIRTING: Skirting shall be installed within 14 days of placing a manufactured home on a manufactured home Site. Skirting must be of vinyl compatible with the design of the manufactured home supported with a minimum 2' x 2' frame wall. The skirting must have a readily removable access panel with a minimum width of 1.2 metres close to the water / sewer service box. The skirting will also be

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installed around porches and all steps. Ventilation shall be provided to the crawl space (1 square foot for every 500 square feet of floor area of the home, uniformly distributed). If the tenant does not comply with the skirting rules & regulations, the landlord reserves the right to take necessary steps to complete construction of proper skirting at the tenants expense. Skirting shall meet or exceed CAN3-Z240.10.1-M86 Standard.

10. STEPS: The steps will be of a permanent nature with handrails -and be a minimum of 4' x 4' at the back door and 4' x 6' at the front door, the treads will be a minimum of 7 1/2" and must be approved by the landlord. All steps must be painted and skirted to match Manufactured Home.

11. STRUCTURAL ADDITIONS: Any permanent additions such as storage sheds, porches and awnings shall either be factory prefabricated units or sound construction approved by landlord, and shall be painted or prefinished to match or compliment the main structure as to material, colour and finish. The landlord must approve all plans before a building permit from the City of Prince George is applied for. Any and all additions and alterations to the manufactured home or attachments thereto must be in compliance with the by-laws of the City of Prince George and be approved, in writing, by the landlord. The gross floor area of enclosed additions to manufactured homes shall not exceed 19.0 square metres.

12 CARPORTS: Carports shall be permitted on a manufactured home Site only with written approval from the landlord, tenant must supply the landlord with one set of plans showing size and finish. Carport must compliment the manufactured home as to finish, colour and materials used.

13. ACCESSORY BUILDING: Only one accessory building shall be permitted on a manufactured home Site. Accessory buildings shall have a maximum gross floor area of 10 square metres and a maximum height of 3 metres. Prefab metal sheds are allowed provided they are complimentary to the manufactured home. Wood frame accessory buildings shall be finished with durable, weather-resistant materials (eg. vinyl siding) complimentary to the style and colour of the manufactured home. The roof shall be a 4/12 sloped gable roof clad in prefinished metal or asphalt shingles. Windows and doors must be prefinished. All accessory buildings must be constructed on skids in case they have to be moved to service buried services. No electrical subfeeds are allowed to accessory buildings unless written permission from the landlord is obtained. No more than five gallons of fuel can be stored in accessory buildings. Shed must be placed at the direction of the landlord. Accessory building shall be separated by a minimum of 2.0 metres from manufactured homes and additions on the same manufactured home Site.

14. FENCES: No fences permitted. The landlord reserves the right to install/erect a fence(s) where deemed necessary.

15. NUMBERS: The Morgan Ridge Estates Site numbers must be affixed to the front of each home in 4" high numbers made of brass or brushed nickel.

16. GROUNDS: The manufactured home Site shall be kept neat and clean at all times. The tenant will be responsible for maintenance of their Site. Management reserves the right, subject to the RTA, to enter the Site for the purpose of cutting the lawn, if necessary, cleaning up rubbish or taking any action required to keep the premises up to a reasonable standard. Any costs incurred by the landlord for such work will be borne by the tenant.

17. SOLICITING: Door-to-door soliciting by tenant or non-residents is not permitted.

18. GARBAGE: Garbage will be collected once a week by a private contractor. All refuse must be placed in suitable garbage receptacles, which must be concealed from view until the pick-up date at which time they are to be moved to the end of the driveways by the tenants for pick up. Garbage containers for

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individual manufactured homes shall be made of metal or plastic and have an affixing lid.

19. REFUSE: Refuse or other material too large to place in garbage receptacles is to be removed immediately from the Site at the expense of the tenant and is not to be placed in any part of Morgan Ridge Estates.

20. WATER USAGE: Manufactured home park water is metered by the City of Prince George. Please conserve and be water smart. Increased water costs will be passed onto the tenant. **No continuous running of water.**

21. LAWN WATERING: The watering of lawns and gardens shall be only in accordance with the restrictions imposed by the City of Prince George or with schedules provided from time to time by the landlord.

22. VEGETABLE GARDENS: Vegetable gardens may not be visible from the roadways and must be kept in a good state free from weeds. Written landlord approval is required before a garden is started.

23. SNOW CLEARING: The tenant must keep all walkways and driveways on their Site cleared of snow at all times. At the option of the landlord and after providing 3 days written notice the landlord may clear the snow at the expense of the tenant. Such work will be billed to the tenant at the cost to the landlord plus 20%. Tenant must also keep a pathway cleared to the gas meter at all times for meter reading.

24. CLOTHESLINE: Umbrella type clotheslines only may be erected in back yards at the direction of the landlord. Written approval from the landlord is required prior to the installation of the umbrella.

25. ANTENNAS: Cable Television service is provided at the expense of the tenant and no TV antennas, C.B. antennas or other types of antennas or satellite dishes may be erected on or near the Site without written approval of the landlord.

26. PETS: Pets are restricted to one per household and a maximum size of 15" high. Each pet must be inoculated against rabies and distemper and be registered with the landlord. Pets must be kept under control at all times. They must not run loose or unattended and must be kept on a leash whenever it is off the Site. The landlord's opinion as to the degree of control in respect of such pets shall be conclusive. The landlord reserves the right to remove any pet that constitutes a danger or public nuisance. In the event of a problem with any pet, the tenant will be given two written warning notices asking the tenant to immediately correct the problem. Upon a third written notice, the tenant will be asked to remove their pet from the premises and the park within 14 days of receipt of the same. If the tenant does not comply with the third notice, the Landlord will seek termination of the tenancy agreement in the matter prescribed by the RTA. **Prior written approval of the landlord will be required before the pet will be allowed into Morgan Ridge Estates.**

27. BUSINESS/COMMERCIAL ENTERPRISE: No peddling or soliciting of commercial enterprise of any nature whatsoever is permitted in Morgan Ridge Estates without the written consent of the landlord. No Daycare will be allowed in Morgan Ridge Estates.

28. EASEMENTS: Easements have been granted to the utilities companies and the landlord reserves the right to access the areas necessary for meter reading, service or repair of utilities.

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29. VEHICLES: Parking is not permitted on Morgan Ridge Estates streets and/or any other no parking areas (e.g. lawns). The streets must be kept clear at all times for unobstructed vehicle travel for all service vehicles such as fire trucks, ambulance, and snow removal vehicles. Recreational vehicles for accommodation shall not be permitted on the Sites. Limited visitor parking is available. Visitor parking on the curb and gutter side of the street will be allowed to a maximum of two hours. However, no overnight parking in the street will be allowed.

Vehicles shall be parked beside the manufactured homes, on parking Sites and in no event shall vehicles be parked on the lawn area of a lot, except with the written permission of the landlord. No more than two vehicles per Site.

A speed limit of twenty five (25) km. per hour and all stop signs must be observed and obeyed at all times.

Repairing or overhauling of vehicles is not permitted in Morgan Ridge Estates. Tenants will be held responsible for any damage and all costs of repair to pavement due to any gas and/or oil leak from their vehicles. Tenant will also be held responsible for damage to asphalt caused by parking any overweight vehicles on the Site. All costs to repair driveway will be invoiced to the tenant.

Unlicensed or inoperative vehicles are not allowed in Morgan Ridge Estates. The landlord reserves the right to remove any such vehicle(s) from the premises at the owners' expense after 3 days written notice. By signing this agreement the tenant authorizes 5 Star Towing. (733 2nd Ave. Ph#250-614-9393) to remove the vehicle from the Site and Park at the landlords' request.

All unlicensed or inoperative vehicles including dirt bikes, snowmobiles, RV vehicles, boats, utility trailers and travel trailers must be stored outside of Morgan Ridge Estates. Operating snowmobiles or dirt bikes on Morgan Ridge Estates property is prohibited.

No logging trucks may be parked on Morgan Ridge Estates property.

No business vehicles, vehicles of capacity exceeding 10,000 lbs. G.V.W., hauling equipment, tractors or other heavy equipment shall be parked in Morgan Ridge Estates.

Vehicles with loud mufflers are not permitted in Morgan Ridge Estates.

Travel trailers, boats, utility trailers, recreational vehicles, wheeled or unused vehicles are not permitted on the parking Site or any other place on the Site without written permission from the landlord. R.V.'s may park on the Site for no more than 48 hours and may only be parked on the Site for cleaning, loading and unloading purposes.

The landlords' opinion as to whether any vehicle comes within the prohibition of this rule shall be conclusive.

41. OUTDOOR FIRES: Outdoor burning of waste is not permitted.

42. PARK MANAGEMENT: All water and sewer lines below ground level are the responsibility of the landlord except in the event that the tenants' actions or neglect has caused a problem or malfunction.

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The landlord will maintain all landlord's public facilities, roadways, park areas, boulevards, and unoccupied areas.

The landlord will ensure that all tenants receive and acknowledge by execution all Rules and Regulations now or hereinafter in force in Morgan Ridge Estates.

The landlord pays all land property taxes, city water, city sewer, and private garbage charges.

There are some Sites to which B.C. Hydro, B.C. Tel, Cable vision and B.C. Gas have easements over - access to these Sites is necessary, if needed.

Due to the location of utility service lines on individual lots, the landlord may, in the event of an emergency, enter onto any Site to make repairs without giving the tenant prior notice.

48. PURCHASE AND/OR SALE OF MANUFACTURED HOME: Before any Manufactured Home is put up for sale, the tenant or his agent must in writing inform the landlord of his/her intention to sell. A new tenancy agreement will not be granted by the landlord if the subject Manufactured Home and/or Manufactured Home Site does not conform 100 % to the manufactured home parks' rules and regulations. Tenant must supply all potential buyers a current copy of the rules & regulations. Visit pgrealestate.com to access a current copy of the rules & regulations. New manufactured homes must be purchased through landlord approved manufactured home dealers. See management for approved dealer list.

49. CONTRACTORS: The tenant shall enter into a contract with an approved dealer or contractor to build the foundation, to set up the home, build the steps, to build carport and to landscape the front yard, to provide hook-ups for services, ie: gas, electric, telephone and cable, water and sewer. The tenant shall obtain the landlords' approval of such a contract before entering into a Tenancy Agreement on the Site.

The Tenant shall not move into the home until the above-mentioned work is completed and approved by the Building Department of the City of Prince George and by the Landlord.

The Tenant must keep and maintain his / her lot and home in safe condition.

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The undersigned acknowledges having read the RULES AND REGULATIONS that form part of the Agreement and acknowledges that they are reasonable and rational and agrees to be bound by them.

TENANT: _____
Day / Month / Year

TENANT: _____
Day / Month / Year

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