

MANUFACTURED HOME PAD TENANCY AGREEMENT (BC)

This agreement is for the rental of a manufactured home PAD ONLY.

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]
[address]
[phone no. with area code]
(the "Landlord")

- and -

[NAME OF TENANT]
[address]
[phone no. with area code]
(the "Tenant")

The Landlord hereby rents to the Tenant, and the Tenant hereby rents from the Landlord, the manufactured home pad ("Manufactured Home Pad") designated as Pad Number: _____ and located in _____ [insert name of manufactured home park] at _____ [insert address].

The area and boundaries of the manufactured home pad measured from a fixed point of reference are outlined in red on the plan attached as Schedule A hereto, which forms part of this Tenancy Agreement.

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

[give full mailing address]
[give telephone number including area code]

The terms "Tenant" and "Landlord" in this Tenancy Agreement shall have the same meaning as in the *Manufactured Home Park Tenancy Act (MHPTA)*, and the singular of these terms includes the plural. In this Tenancy Agreement, the term "manufactured home pad" has the same meaning as the term "residential premises" in the *MHPTA* and the term "manufactured home park" has the same meaning as the term "residential property" in the *MHPTA*.

1. Application of the *Manufactured Home Park Tenancy Act*

- (a) The provisions of this Tenancy Agreement and any changes or additions to the provisions hereof 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, and to the extent that a term of this Tenancy Agreement does contradict or change a right, duty, or standard term under the *MHPTA* or a regulation made under that Act, the term of this Tenancy Agreement is void.
- (b) Any change or addition to this Tenancy Agreement must be made in writing and initiated by both the Landlord and the Tenant. A change is not enforceable if such change is not agreed to in writing, is not initiated by both the Landlord and the Tenant, or is unconscionable.
- (c) The agreement under subsection (b) does not apply to:
 - (i) a rent increase given in accordance with the *MHPTA*.
 - (ii) a withdrawal of, or restriction on, a service or facility in accordance with the *MHPTA*.
 - (iii) park rules established in accordance with the *MHPTA* and the regulations.
 - (iv) a term in respect of which a landlord or tenant has obtained an arbitrator's order that the agreement of the other is not required.

THIS IS A 7-PAGE DOCUMENT.