

NON-PROFIT HOUSING TENANCY AGREEMENT (BC)

This agreement is *ONLY* for the rental in which the rent is related to the Tenant's income, and who are designated under section 24(6) of the Residential Tenancy Act.

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 residential premises ("Premises") located at _____ [insert address, including city/town], in the Province of British Columbia.

The area and boundaries of the Premises 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 *Residential Tenancy Act (RTA)*, and the singular of these words includes the plural. The term "premises" includes the building and land on which the Premises are located.

1. Application of the Residential 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 *RTA* or a regulation made under that Act and to the extent that a term of this Tenancy Agreement does contradict or change a right or duty under the *RTA* or a regulation made under that Act, this Tenancy Agreement shall be read as if such provision does not form a part hereof, and the remaining provisions shall continue in full force and effect.
- (b) Despite any other provision of this Tenancy Agreement, a Tenant has the right pursuant to the *RTA* to apply for arbitration to resolve a dispute.

2. Term of the Tenancy

[if tenancy is for a fixed term] The tenancy shall commence on the ____ day of _____, _____ and shall continue for a period of _____ [months / years], ending on the ____ day of _____, _____.

At the end of the term:

choose appropriate option:

the tenancy may continue on a month-to-month basis or for another fixed length of time, as the parties agree. **OR**

the tenancy will end and the Tenant must vacate the Premises. [If you choose this option, both the Landlord and Tenant must initial where indicated]

_____ Landlord _____ Tenant

[if tenancy is month-to-month] The tenancy shall commence on the ____ day of _____, _____ and shall continue on a month-to-month basis until terminated as hereinafter provided.

[if tenancy is week-to-week] The tenancy shall commence on the ____ day of _____, _____ and shall continue on a week-to-week basis until terminated as hereinafter provided.

3. Rent

- (a) The Tenant will pay rent in the amount of \$_____ per month to the Landlord on [the first day of each month **OR** [set out the day] of each week], subject to rent increases in accordance with the RTA. The Tenant must pay the rent on time. If the rent is late, the Landlord may issue a Notice to End a Residential Tenancy to the Tenant, which may take effect not earlier than ten (10) days after the date the Notice is given.