

## **General Information about Residential Tenancy Agreements Important Legal Document**

This tenancy agreement is an important legal document. Keep it in a safe place.

**Additional Terms**– Any additional terms cannot contradict or change any right or duty under the RTA or this tenancy agreement. Amendment of the RTA – The RTA or a regulation made under the RTA, as amended from time to time, take priority over the terms of this tenancy agreement.

**Condition Report** – The landlord and tenant are required to inspect the residential unit together at the beginning and end of the tenancy and complete a written condition report. If the landlord allows the tenant to have a pet after the start of the tenancy, an inspection report must be done on the day the tenant starts keeping a pet or on another day mutually agreed to by the landlord and tenant, unless the tenancy started on or after January 1, 2004, and a condition inspection report was completed at that time. A report may describe any damage, how clean each room is, and the general condition of the residential unit including: the floors, carpets, appliances, and paint on the walls. The report must be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy.

**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.

**Resolution of Disputes** – If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Residential Tenancy Branch for clarification of their rights and responsibilities or an intervention. If no agreement is reached, a landlord or a tenant may apply for a dispute resolution to get a decision. Many, but not all, kinds of disagreements can be decided by dispute resolution.

Tenant Initials

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# RESIDENTIAL TENANCY AGREEMENT

*A Landlord and tenant may wish to obtain independent advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this agreement form.*

*The words tenant and landlord in this tenancy agreement have the same meaning as in the RTA, and the singular of these words includes the plural. In this tenancy agreement, the words residential property have the same meaning as in the RTA. Residential property means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located; the parcel or parcels on which the building, related group of buildings or common areas are located; the rental unit and common areas and any other structure located on the parcel or parcels.*

RESIDENTIAL TENANCY AGREEMENT between:(use full, correct legal names)

the LANDLORD(S): RE/MAX Realty Solutions, As Agent for the Owners

AND

the TENANT(S): \_\_\_\_\_  
Last First Middle

the TENANT(S): \_\_\_\_\_  
Last First Middle

ADDRESS OF PROPERTY BEING RENTED TO TENANT(s) (called the 'rental unit' in this agreement):

\_\_\_\_\_  
Suite Address City Postal code

ADDRESS FOR SERVICE of the landlord's agent is:

**RE/MAX Realty Solutions**  
**8507 A Main Street ,**  
**Osoyoos, B.C. V0H 1V0**  
**PO Box 1099**  
**250-495-7441.**

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**1. APPLICATION OF THE RESIDENTIAL TENANCY ACT**

1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Residential Tenancy Act or a regulation made under that Act, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligation or standard term, the term of the tenancy agreement is void.

2) 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.

3) The requirement for agreement under subsection (2) does not apply to:

a) a rent increase given in accordance with the Residential Tenancy Act,

b) a withdrawal of, or a restriction on, a service or facility in accordance with the Residential Tenancy Act, or

c) 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.

**2. BEGINNING AND TERM OF THE AGREEMENT** (please fill in the dates and times in the spaces provided)

This tenancy created by this agreement starts on: \_\_\_\_\_

Check  A) and continues on another periodic basis, as specified below, until ended in accordance with the Act.

A, B or C  B) and continues on another periodic basis, as specified below, until ended in accordance with the Act.

weekly  bi-weekly  other: \_\_\_\_\_

C) and is for a fixed term ending on: \_\_\_\_\_

**IF YOU CHOOSE C, CHECK AND COMPLETE D OR E**

Check  D) At the end of this time, the tenancy will continue on a month-to-month basis, another fixed length of time, unless the tenant gives notice to end tenancy at least one clear month before the end of the term.

D or E  E) At the end of this time, the tenancy is ended and the tenant must vacate the rental unit. This requirement is only permitted in circumstances prescribed under section 13.1 of the Residential Tenancy Regulation, or if this is a sublease agreement as defined in the Act.

Reason tenant must vacate (required): \_\_\_\_\_

Residential Tenancy Regulation section number (if applicable): \_\_\_\_\_

If you choose E, both the landlord and tenant must initial here

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**3. RENT**

a) Payment of Rent: The tenant will pay the rent of \$\_\_\_\_\_ each  Day  Week  Month

to the landlord on the first day of rental period which falls on the (due date e.g. the 1st) \_\_\_\_\_ day of each

(Check one)  Day  Week  Month this subject to rent increases given 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 Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b) The following are included in the rent: (Check only those that are included and provide additional information, if needed.) The landlord must not terminate, or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation, or that is a material term of the tenancy agreement.

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<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and Oven	<input type="checkbox"/>	Window Coverings
<input type="checkbox"/>	Storage	<input type="checkbox"/>	Electricity	<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Cable	<input type="checkbox"/>	Garbage Collection	<input type="checkbox"/>	Heat
<input type="checkbox"/>	Refrigerator	<input type="checkbox"/>	Laundry (free)	<input type="checkbox"/>	_____ Parking space (s) # _____
<input type="checkbox"/>	Furniture	<input type="checkbox"/>	Carpets	<input type="checkbox"/>	Sheets and Towels
Other: _____					

**4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT**

A. Security Deposits:

The tenant is required to pay a security deposit of \$                      prior to occupancy.

B. Pet Damage Deposit:

The tenant is required to pay a pet damage deposit of \$                      prior to occupancy.

1) The landlord agrees

- a) that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) to keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with the regulation, and
- c) to repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - ii) the landlord applies for dispute resolution under the Residential Tenancy Act within 15 days of the end of the tenancy agreement to claim some or all the security deposit or pet damage deposit.

2) The 15-day period starts on the later of

- a) the date the tenancy ends, or
- b) the date the landlord receives the tenant's forwarding address in writing.

3) If a landlord does not comply with subsection (1), the landlord

- a) may not make a claim against the security deposit or pet damage deposit, and
- b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both.

4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

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**8. RENT INCREASE**

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 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 available from any Residential Tenancy Branch office or Service BC office. 2) A landlord must give a tenant 3 whole months' notice, in writing, of a rent increase. [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, including January 1st, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May1st.]

3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by the regulation, the tenant may talk to the landlord or contact the Residential Tenancy Branch for assistance.

4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Residential Tenancy Branch.

**9. ASSIGN OR SUBLET**

1) The tenant may assign or sublet the rental unit to another person with the written consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, the landlord must not unreasonably withhold consent. Under an assignment, a new tenant must assume all the rights and obligations under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.

2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for dispute resolution under the Residential Tenancy Act.

**10. REPAIRS**

1) Landlord's obligations:

a) The landlord must provide and maintain the residential property in a reasonable state of decoration and 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 Residential Tenancy Act for the completion and costs of the repair.

2) Tenant's obligations:

a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

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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 dispute resolution under the Residential Tenancy Act 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 on the residential property, 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 attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the 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 the residential property and are limited to repairing

- i) major leaks in pipes or the roof,
- ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- iii) the primary heating system,
- iv) damaged or defective locks that give access to a rental unit, or
- v) the electrical systems.

**11. OCCUPANTS AND GUESTS**

**1)** The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.

**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 in the rental unit 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 through dispute resolution under the Residential Tenancy Act.

**12. LOCKS**

**1)** The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.

**2)** The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.

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**3)** The tenant must not change locks or other means of access to

- a) common areas of residential property, unless the landlord consents to the change, or
- b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.

**13. LANDLORD'S ENTRY INTO RENTAL UNIT**

**1)** For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.

**2)** The landlord may enter the rental unit only if one of the following applies:

a) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant a written notice which states

- i) the purpose for entering, which must be reasonable, and
- ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;

b) there is an emergency and the entry is necessary to protect life or property;

c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry;

d) the tenant has abandoned the rental unit;

e) the landlord has an order of an arbitrator or court saying the landlord may enter the rental unit;

f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

**3)** The landlord may inspect the rental unit quarterly in accordance with subsection (2) (a)., for the purpose of insuring the rental unit is kept in a clean and wholesome condition, tenants are complying with the terms of this lease agreement and to address regular and preventative maintenance of the rental unit.

**4)** If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for an arbitrator's order under the Residential Tenancy Act, to change the locks, keys or other means of access to the rental unit and prohibit the landlord from obtaining entry into the rental unit. At the end of the tenancy, the tenant must give the key to the rental unit to the landlord.

**14. 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. A notice given the day before the rent is due in each 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.]*

**2)** This notice must be in writing and must

- a) include the address of the rental unit,

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**19: NSF, STOPPED PAYMENT, FROZEN ACCOUNT CHEQUES**

Cheques that for any reason are returned to us un-cashable are subject to a \$25.00 service charge. The \$25.00 service charge must be paid at the time the rent is paid or it will accumulate be deducted from the security deposit at the end of the tenancy.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**20: PARTIES AND OTHER LOUD NOISES**

Tenants must always respect the rights of neighbors to peace and quiet. Loud cars, boats, portable stereos, parties that disturb neighbors, barking dogs, or any other noise that generates complaints will not be tolerated. The tenant will be held directly responsible for the actions of their guests or invitees.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**21: UNLICENSED VEHICLES**

Only vehicles that are in an operating, insured condition is allowed on the property. Storage of vehicles that are uninsured, inoperable, or undergoing extensive repairs may not be stored on the property. Vehicles insured on a seasonal basis must have valid storage insurance. The landlord will tow any vehicles observed to be in this condition and the tenant will be responsible for storage and towing charges.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**22: STORAGE AND MAINTENANCE**

The yard, balconies, patios and all outside areas of the property must be kept clear of, and be free from all types of debris, garbage, landscape material, construction material and recycling materials. Reasonable standards of cleanliness and organization must be maintained always. The tenant is obligated to know and make use of garbage pickup/recycling days for the neighborhood. Garbage cans or other suitable containers must be used for curbside pickup. Bagged garbage on the curb is only permissible if it is placed immediately prior to the arrival of the garbage truck.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**23: LEAKING VEHICLES**

Any vehicles stored or parked on the property must be free from persistent or ongoing oil and/or fluid leakage. The tenant acknowledges that damage caused by vehicles leaking oil or fluids is the responsibility of the tenant and that repair or cleaning charges related to oil leakage are the tenant’s sole responsibility.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**24: LANDSCAPING**

The tenant is responsible for maintaining the yard. This includes watering within municipal guidelines, lawn cutting, leaf raking, weed pulling and other general duties associated with maintaining the property. All flower beds, planters, and rock gardens must be maintained by the tenant unless otherwise agreed in writing. All tools and equipment required to carry out these obligations are the responsibility of the tenant.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

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**25: SNOW REMOVAL**

Snow removal is the responsibility of the tenant unless otherwise agreed in writing. Snow removal includes the snow removal and de-icing of municipal sidewalks which border the property as per District of Summerland or other municipal bylaws. Serious liability issues may arise from failure to abide by this clause. All tools and equipment required to carry out these obligations are the responsibility of the tenant.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**26: ADDITIONAL OCCUPANTS**

Only those tenants named on the tenancy agreement are permitted to live in the premises or on the property. The landlord may charge additional rent of up to \$30.00 per person per month. The landlord will maintain sole discretionary authority on deciding the number of occupants deemed reasonable for the residence. All prospective adult occupants must complete a tenancy application, and if approved, must sign the tenancy agreement prior to moving in.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**27: PAINTING AND DECORATING**

The tenant will not carry out any painting, wallpapering, curtain rod installation or other permanent decorating work without the prior permission of the landlord. The tenant will be responsible and be held liable for any damage occurring while carrying out work agreed upon by the landlord.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**28: KEYS AND LOCKS**

The landlord or tenant will **not** change the locks without the consent of the other party. If the tenant changes the locks without the landlord’s permission and the landlord requires the services of a locksmith to enter the premises, then the tenant shall be held liable for the costs associated with gaining access to the premises.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**29: NOTICE AND SHOWINGS**

All Residential Tenancy Act regulations apply. Notice to vacate by the tenant must be received in the landlord office by the last day of the month prior to the month you intend to vacate. ***e.g. If you are moving by the end of June, you must give notice to us in writing before the end of May.*** Notices received after the end of the month are invalid for ending tenancies. It is not mandatory that the tenant be home for showings to prospective tenants. A landlord has the right of access even if the tenant is not home provided proper notice has been given.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

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**30: INSURANCE**

The tenants' possessions are not insured under the landlords' insurance policy. The landlord shall not be liable for the tenants' possessions damaged by fire, flood, electrical failure, natural disaster or any cause beyond the landlords' control. The tenant shall always, during the term of the tenancy, maintain insurance on their contents and personal liability.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**31: PROPERTY AND PREMISES**

The property shall be the land upon which the premises are situated and the premises shall be the building(s), which are occupied under the terms of the tenancy. The landlord is not required to give notice under Residential Tenancy Act guidelines to enter upon the property. The landlord may direct contractors to perform maintenance tasks from time to time on the property or exterior of the building without the tenants' permission.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**32: MUNICIPAL BYLAWS AND ILLEGAL USES**

The tenant will always comply with local municipal bylaws including but not limited to bylaws dealing with home based business, snow removal, lawn cutting, storage of vehicles, and garbage removal.

The tenant agrees that they will not conduct any growing of marijuana on the property. (Note: the current clause regarding illegal conduct still applies).

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**33: UTILITIES**

The tenant shall be responsible for utilities specified in the tenancy agreement and shall pay any deposits required by the utility companies to have the utilities transferred to the tenants' names prior to the start date of the tenancy. Unless otherwise agreed in writing the tenant is responsible for specified utility costs until the last day of the tenancy. Even if the tenant moves early the tenant must maintain the utilities at the residence until the last day of the tenancy. Security deposits will not be returned until it is verified that proper utility termination has been carried out. If early possession is granted to an incoming tenant the landlord will ensure that the utilities are paid for by the incoming tenant and that rent adjustments are made to compensate the outgoing tenant.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**34: CLEANING AND MOVE OUT TIMES**

The tenancy is over at 1:00 PM on the last day of the notice period. The tenant must be moved out and cleaned up by that time, including carpet cleaning if applicable. Carpet cleaning must be scheduled in advance to comply with this time limit. All possessions must be removed from the property by 1:00 PM. At any time after 1:00 PM the landlord has the right of access and may grant permission to incoming tenants or other parties to enter and occupy the premises.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

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**35: TERM TENANCIES**

Residential leases or term tenancies are enforceable and the tenant who ends a term tenancy or lease prematurely shall be held liable for any costs and or liquidated damages associated with replacing the tenancy and any revenue lost because of the early termination. Where the tenancy agreement automatically reverts to a month to month tenancy at the end of the term and the tenant wishes to move at the end of the term, the tenant shall serve the landlord one full calendar months notice to end the tenancy at the end of the term.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**36: ABSENCE FROM PROPERTY**

(Landlord insurance requirement) The tenants agree that they shall notify the landlord or the landlords agent prior to leaving the residence unoccupied for more than 3 consecutive days. If the tenants are away from the property for more than 3 consecutive days the tenant gives the landlord or landlords agent permission to enter the premises, as required under the landlord’s insurance policy.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**37. TOILET BLOCKAGE**

The tenant acknowledges and agrees that in all cases where a toilet becomes plugged with matter or objects that have entered via the toilet bowl the tenant will be responsible for the clearing of the toilet obstruction. All cleanup and repair associated with the plugging of the toilet will be the tenant’s responsibility including replacement of the toilet if necessary. It will be the tenant’s responsibility to order and pay for the repairs and any associated clean up related to the clearing of the obstruction.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**38: BED BUGS**

Landlord certifies the Premise is free and clear of bed bugs upon the arrival of Tenant. Should bed bugs appear while Tenant resides at the Premise or within six weeks of their departure. Tenant will be responsible for remediating the situation in accordance with methods deemed appropriate by Landlord. Tenant will pay for all costs of remediation. Tenant is held accountable if bed bugs return. Tenant must act within 24 hours of notice of bed bugs or signs of bed bugs by way of notifying Landlord. Tenant must give full cooperation in the remediation of bed bugs to ensure they do not spread or return.

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

**39: ADDITIONAL CLAUSES:**

I/We, the tenants, understand this clause and agree to abide by the terms contained in it. \_\_\_\_\_ Tenant Initials

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**BY SIGNING THIS AGREEMENT, THE LANDLORD AND THE TENANT ARE BOUND BY ITS TERMS.**

**LANDLORD(S): RE/MAX Realty Solutions, As Agent for the Owners**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**TENANT(S) Name**

Signature: \_\_\_\_\_ | Print: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ | Print: \_\_\_\_\_ Date: \_\_\_\_\_

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