

RESIDENTIAL SUBLEASE AGREEMENT

THIS AGREEMENT dated for reference on **05/10 /2020**

BETWEEN:

CLAIRE HAYCOX & TIM TROSIN ("Landlords" / "Owners")
% Inet Services Victoria, BC

OF THE FIRST PART

AND

JAMES DEMENS & MARI MIYATA

jdemens@gmail.com | 125 Arrowstone Drive, Kamloops, BC V2C 1P6 | m.mari19805@gmail.com

(Hereinafter referred to as "Tenant/s or "Occupants")

OF THE SECOND PART

(Referred to as the "parties")

IN CONSIDERATION OF the subletting of the Premises, both parties agree to keep, perform and fulfill the promises, conditions and agreements below:

PREMISES:

This agreement is made for the sublease of the residential premises located at: **S1103-708 BURDETT AVE, Victoria, BC. V8W 2B9** between the Owner of the property and the "Tenant/s" as named above. The premises to be used for "residential" purposes only.

Check-in Date: November 1, 2020

Month-to-month thereafter

initials

CONDITION INSPECTION REPORT :

A condition report will be conducted the first day of occupancy and after the end of tenancy when the final cleaning is completed.

SECURITY:

Tenant/s will provide a refundable damage deposit as below and a credit card on file.

FURNISHED AS IS:

The property is furnished **as is** and tenants will not remove any furnishings, pack or store any furnishings or bring in any additional furnishings without **express permission** of the landlord or agent.

RENT, FEES and DEPOSITS:

The rental rate is **\$ 2595** CDN /mo **plus** utilities offset (\$90 hydro, gas, Wifi, cable) for a total of **\$2695** per month

In addition the Strata Council has levied a move-in/out fee of \$200 for all new occupancies. This is a **one-time fee mandated by the Strata** and is payable by the tenant.

INCLUDED in the RENT:

- **Utilities;** basic cable TV, upgraded internet, gas, heat, hydro; tenants pay for any additional cable upgrades or PPV programs
- 1 parking spot and 1 personal storage locker
- 1 HDTV; 1 Small Bedroom TV;
- Cookware, glassware, utensils , crockery, small appliances, Towels, linens
- tenants must have their own long distance cell plans; no landline

DEPARTURE CLEANING FEES:

A final cleaning fee of \$300 (plus tax) has been added to the primary invoice and covers the cost of final deep cleaning. This is an **estimate** as the actual cleaning time may vary and not cover the cost of cleaning bedding, carpets, patio, glass and/or the condition in which the property was left.

DAMAGE DEPOSIT

A damage deposit of \$1300 plus a credit card on file is required to offset any damages to the condo itself including but not limited to floors, walls, fixtures, appliances, doors, door frames, cabinets and countertops as well as liquidated damages for early termination and damage or loss to the contents of the condo including but not limited to furnishings, electronics, bedding, towels, cookware and crockery. This deposit is refundable as long as:

i) This deposit is refundable as long as:

- No damage is done to the unit or its contents, beyond normal wear and tear.
- No charges are incurred due to contraband or collection of rents or services including Pay Per View TV programming rendered during the stay.
- All issued keys, remotes and fobs are returned to the unit.
- There is no excessive cleaning required at departure due to the condition of the unit
- All charges accrued during the stay are paid prior to departure.
- No linens are lost or damaged.
- any furnishings that were moved from the original position are put back in place without damage
- The rental agreement has not been terminated without proper notice under the terms of this agreement
- there is no late check-out without express permission
- For stays 6 months or more tenant/s will replenish any burnt out light bulbs in ceilings and lamps and batteries for remotes as needed with the **exact same** currently being used or have our staff take care of this with the expense deducted from the damage deposit

ii) Tenant hereby authorizes Owner to use the both damage deposits or Credit Card on file for any one or more of the following purposes:

- (1) For payment of delinquent rent;
- (2) For repair of damages to the premises, including furnishings and appliances, caused by Tenant
- (3) For extensive cleaning the premises, if necessary, upon termination of the tenancy.
- (4) For payment of any liquidated damages, late fees resulting from late rental payment
- (5) For locks and keys in the event keys are not returned upon termination of the tenancy.

JD

ACCEPTABLE PAYMENTS:

Rents can be paid via **e-transfer, bank wire** or **Credit Card**. A surcharge for Credit Card Payments of 3-4% will be applied to invoices paying by that method and a flat fee of \$17 for bank wire transfers.. A late fee of \$25/day past the first day of the month when rent is due may be levied.

TERMINATION:

Tenant agrees to provide no less than 30 days notice to vacate at the time the last month's rent is paid or **forfeit** the damage/security deposit as liquidated damages unless the property can be re-rented.

LIABILITY OF TENANTS AND OCCUPANTS:

Tenant/s shall be liable for any damage done by reason of water being left running from the taps in the premises or from gas permitted to escape therein. We highly encourage tenants to obtain liability and personal insurance. Owner is not liable for any loss or damage to the tenant's personal possessions.

USE OF PREMISES:

Premises shall be used and occupied solely by the tenant/s and occupant/s as named above. Tenant/s agrees to use the Premises for residential purposes only and in accordance with any Strata or city rules and bylaws that may be reasonably in effect. The Landlord grants to Tenant the right to occupy and have quiet enjoyment of the Premises, so long as the terms of this Lease are complied with. The tenant cannot sublet the premises and there is a maximum of 2 persons in occupancy.

"Landlord" / "Agent" Inspection and showing Rights:

The "Landlord" or Agent of the "Landlord" has the right to inspect the condo with 24 hours notice (by phone, text or email) to the tenant anytime during the rental agreement. In addition the "Landlord" has the right to show the condo to potential future tenants during or near the exit month with notice.

NOTICES:

All notices under this rental shall be in writing via email, text and phone messages.

Tenant/s shall give the agent or "Landlord" **prompt notice** of any accident or other defect in the water pipes, gas pipes, heating/cooling apparatus, electric lights, electronics and appliances or anything else in the condo that fails to work.

PARKING:

Designated parking is limited to one (1) vehicle. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

RULES & REGULATIONS:

Tenant/s will observe and comply with the Strata Council rules governing noise and conduct. Quiet time is from **10pm until 8am**. Occupants staying at the property will ensure that they will not cause a disturbance to the residents of the complex.

Smoking: The condo is non-smoking which includes tobacco and cannabis products.

Pets: We are not accepting pets

MAINTENANCE and CLEANING:

- i) Tenant/s are expected to maintain the premises in reasonable condition with recycling items and garbage removed on a regular basis and placed in appropriate containers located in the building. No trash or recycling is to be left out in the public corridors.
- ii) The Landlord covenants to provide and maintain the premises in a good state of repair and fit for habitation. In the event that the property becomes uninhabitable as a result of a casualty, insured loss (fire, flood), this lease shall terminate and the obligations of the parties herein shall cease. Rent to be prorated to the date of termination or date the casualty occurred.

ALTERATIONS:

Tenant/s shall not make or permit to be made any alterations or additions to the premises. This includes the hanging of pictures, photos, artwork or posters **without express permission by the "Landlord" or "Agent"**. Occupant/s if granted permission to hang anything on the walls must use an approved wall hanging apparatus and not just bare nails, screws or tape.

COUNTERPARTS:

This agreement may be executed in any number of counterparts including facsimile transmission, email in portable document format or other electronic transmission and by different parties in separate counterparts, each of which when so executed will be deemed to be an original.

LIABILITY:

A) HOLD HARMLESS: Claire Haycox and Tim Trosin, the landlord/s and any agent on his and their behalf do not assume any liability for loss, damage or injury to persons or their personal property. The owner/s or agent are not responsible for the building amenities under the control of the building management. The landlord does not accept liability for any inconvenience arising from any temporary or permanent defects furnishings, fixtures, appliances or other chattels of the premises or temporary stoppage in supply of water, gas, electricity or plumbing or for any loss or damage caused by building issues, neighbouring suites, weather conditions, natural disasters, inadvertent errors and omissions or acts of God.

B) ADDITIONAL TERMS AND CONDITIONS: The undersigned, for himself/herself, his/her heirs, assignors, executors, and administrators, fully releases and discharges owner and the owner's agents from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the undersigned, or any of his/her guests as a result of, or in connection with the occupancy of the premises and agrees to

hold owner and any owner's agents free and harmless of any claim or suit arising there from. In any action concerning the rights, duties or liabilities of the parties to this agreement, their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

We understand and agree to all the conditions contained within this agreement.

James Demens

10 / 05 / 2020

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JAMES DEMENS

125 Arrowstone Drive, Kamloops, BC V2C 1P6 | jdemens@gmail.com

mari miyata

10 / 05 / 2020

.....
MARI MIYATA

125 Arrowstone Drive, Kamloops, BC V2C 1P6 | m.mari19805@gmail.com

Helena Looby

10/5/2020

.....
Helena Looby Agent Signature

Sublandlord/Agent and Holder of the Master Lease
INET Services, 1156 Colville Rd, Victoria, BC, V9A 4P7
Downtown Furnished Rentals | 250.220.2444

signing on behalf of Claire Haycox and Tim Trosin

TITLE	Rental Agreement 708 Burdett
FILE NAME	lease-agreement-S...urdett-Demens.pdf
DOCUMENT ID	7c0d9cb16c55f1acb81d7ff2d216cc4185dc2c0e
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

 SENT	10 / 05 / 2020 20:11:50 UTC	Sent for signature to JAMES DEMENS (jdemens@gmail.com) and MARI MIYATA (m.mari19805@gmail.com) from reso@downtownfurnishedrentals.com IP: 154.20.47.122
 VIEWED	10 / 05 / 2020 23:48:41 UTC	Viewed by JAMES DEMENS (jdemens@gmail.com) IP: 173.180.124.167
 SIGNED	10 / 05 / 2020 23:52:57 UTC	Signed by JAMES DEMENS (jdemens@gmail.com) IP: 173.180.124.167
 VIEWED	10 / 06 / 2020 01:49:09 UTC	Viewed by MARI MIYATA (m.mari19805@gmail.com) IP: 173.180.124.167
 SIGNED	10 / 06 / 2020 01:50:38 UTC	Signed by MARI MIYATA (m.mari19805@gmail.com) IP: 173.180.124.167
 COMPLETED	10 / 06 / 2020 01:50:38 UTC	The document has been completed.