

## RENTAL LEASE AGREEMENT

THIS AGREEMENT dated for reference on **17/11/2024**

**BETWEEN:**

**ROSE CONCEPCION & ROBERTO MOSSIER** ("Landlords" / "Owners")

405-1485 West 6th Avenue Vancouver, BC V6H 4G1 | Mobile: ( 604) 317-1377

OF THE FIRST PART

**AND**

**JOHN & NERRIZA BROOKS** (Principal Tenant/s)

4211 Wood Loop Alamogordo, NM 88310, US | johnb6597@yahoo.com

OF THE SECOND PART

(Hereinafter referred to as Tenant/s/Subtenant/s/Occupant/s)

(Referred to as the "parties")

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

### **PREMISES:**

"Landlord"/"Agent" will lease to Tenant/s the residential premises located at: **704-60 Saghalie Rd, ,** Victoria, BC, **V9A 0B8** (Referred to in this agreement as "property" and "premises" and subject to the terms and conditions of the Agreement).

### **RENTAL TERM:**

**Start Date:** 15 DECEMBER, 2024

**End Date:** 15 MARCH, 2027

Tenant/s will vacate the premises by 11 AM on the last day of the term.

### **CONDITION INSPECTION REPORT :**

A condition report will be conducted at the start of tenancy. A final inspection report will be done again at the expiration of this agreement.



### USE OF PREMISES:

Premises shall be used and occupied solely by tenant/s named above for residential purposes only and in accordance with any Strata rules, city bylaws and regulations that may be reasonably in effect from time to time. The Landlord grants the right to occupy and have quiet enjoyment of the Premises, so long as the terms of this Lease are complied with. All fines against the unit due to non-compliance of Strata rules and bylaws by the tenant, will be their responsibility to pay.

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### RENT, FEES and DEPOSITS:

Rent Rate	3400 * rate bump of 3.5% effective June 2026
Refundable Damage Deposit	1600
One time Building Fee	200
Departure Cleaning	300 (estimate)
Total Charges Master Invoice	\$5,500 CAD (plus any taxes as per invoice)

\*any rate bumps require a minimum of 3 months notice \*

A refundable damage deposit of **\$1600 for the condo, furnishings and electronics** is required. We also collect the final cleaning (estimate) of the property in advance. (**\$300** plus tax). In addition the building charges a one time move in/out fee of \$200 mandated by the Strata for all new tenancies.

### INCLUDED in the RENT:

- 1 smart HDTV
- 1 parking space & storage locker in secure underground parking area
- Cookware, glassware, utensils , crockery and small appliances
- Wifi, gas, electric

\***electric (Hydro)** to be capped @\$120 per cycle, which is every 62 days. Any overage will be paid by tenant \* with a concomitant copy of the bill.

### LINENS & TOWELS:

For such a long and extended lease, the owner/s will provide "starter" bedding and towels but any subsequent needed linens shall be purchased by the tenants who may leave behind to take with them any linens or towels they have purchased during the tenure.

NLB

AKLB

**DAMAGE DEPOSIT:**

A REFUNDABLE damage deposit of \$1600 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 termination without adequate notice 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:

- No damage is done to the unit or its contents, beyond normal wear and tear
- No charges are incurred due to contraband, pets or collection of rents or services or bylaw contravention.
- All issued keys and remotes are returned to the unit.
- Tenants have provided sufficient notice to vacate in the event of early termination.
- There is no excessive cleaning required at departure due to the condition of the unit and the advance fee adequately covers the cost of final cleaning including bedding and carpets
- All charges accrued during the stay are paid prior to departure.

**EARLY TERMINATION:**

Early termination of this agreement will incur a **buy-out fee** of one months' rent along with one month or 30 days notice to vacate the premises before the end of any month during the term. There is no refund or prorating should the tenant leave before the last day of the final month for which notice has been given.. Failure to provide sufficient notice may result in forfeiture of the damage deposit.

**LIABILITY OF TENANTS AND OCCUPANTS:**

The tenant/s shall be liable for any damage done by reason of water being left running from the taps on the premises or any other damages due to negligence or casualty. Including improper care and cleaning of dryer lint filters. We recommend that tenants secure their own **personal and liability insurance** in the event of accident, loss, damage, negligence or other casualty involving personal property. Home owners are not responsible for loss or damage to the property of tenants, **Coast Capital and Square One have cost effective tenant insurance.**

**"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 occupants anytime during the rental agreement.

**NOTICES:**

All notices under this rental shall be in writing via email, text and phone messages. Tenant shall give the agent or "Landlord" **prompt notice** of any accident or other defect in the water pipes, gas pipes, heating apparatus, telephone, electric lights, electronics and appliances or anything else on premises that fails to work.

**PARKING & STORAGE**

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

## **RULES & REGULATIONS:**

Tenant 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. Strata rules preclude the operation of a home business of any kind on premises although tenant/s are allowed to work from home as long as they do not meet with clients at the property or have employees checking in on a regular basis.

- i) A print or Digital copy of the **Strata Rules** shall be provided to the tenants prior occupancy.

**Smoking:** The condo is SMOKE FREE. This includes interiors, balconies.

**Pets:** No Pets including visiting pets without express permission by the Agent.

## **ACCEPTABLE PAYMENTS:**

Rents can be paid via e-transfer, bank wire or Credit Card. A surcharge for Credit Card Payments of 4% will be applied to invoices paying by that method. The Bank wire fee is \$40. e-Transfer is no or low cost.

## **MAINTENANCE and CLEANING:**

- i) Tenants 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 on premises.
- 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.

## **FURNISHED AS IS:**

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

- i) Tenants have been approved to upgrade the laundry machines at their cost during the tenure of their stay and will coordinate the removal and retrieval of the old machines with the owner.
- ii) Any upgraded machine shall **remain in the unit** after tenant departure. If the machines were to be moved out, owners observe the right to retain the damage deposit as replacement cost.
- iii) Tenants have been approved to add a reclining chair to the premises at their cost and will have the option to leave it behind or take it with them upon departure. If left behind, the owners shall not provide any compensation for the recliner.

## **ALTERATIONS:**

Tenant 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 or using tape to secure anything to the walls or fixtures **without express permission by the "Landlord" or "Agent"**. Occupant/s if granted permission to hang anything on the walls must use an appropriate wall hanging apparatus and not just bare nails 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: ROSE CONCEPCION & ROBERTO MOSSIER**, the landlord/s and any agent on their behalf do not assume any liability for loss, damage or injury to persons or their personal property. The landlord does not accept liability for any inconvenience arising from any defects of furnishings, fixtures, appliances or other chattels of the premises or temporary stoppage in supply of water, electricity, WiFi or plumbing or for any loss or damage of personal belongings of the tenant not the fault of the landlord or agent or caused by weather conditions, natural disasters, building issues, theft, flood, fire or acts of God. Parking out front is by decree of the city and beyond the control of the landlord or agent and available on a first come, first served basis.

**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 or pets 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 agree to the above lease conditions and terms.



11 / 17 / 2024

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**JOHN D. BROOKS**

(Principal Tenant/s)

4211 Wood Loop Alamogordo, NM 88310, US | [johnb6597@yahoo.com](mailto:johnb6597@yahoo.com) | (575) 496-4742



11 / 17 / 2024

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**NERRIZA L. BROOKS**

(Principal Tenant/s)

4211 Wood Loop Alamogordo, NM 88310, US | [zirren1@yahoo.com](mailto:zirren1@yahoo.com) | (575) 442-1630



11 / 17 / 2024

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**Helena Looby** Rental Agent **on behalf of owners** | [downtownfurnishedrentals.com](http://downtownfurnishedrentals.com)

1156 Colville Rd, Victoria, BC (250) 220-2444 | (250) 383-8183

Title	PLEASE initial, sign and date Your Rental Lease Agreement
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## Document History



SENT

**11 / 17 / 2024**

23:18:38 UTC

Sent for signature to JOHN D. BROOKS (johnb6597@yahoo.com) and NERRIZA L. BROOKS (zirren1@yahoo.com) from reso@downtownfurnishedrentals.com  
IP: 70.66.173.60



VIEWED

**11 / 17 / 2024**

23:19:59 UTC

Viewed by JOHN D. BROOKS (johnb6597@yahoo.com)  
IP: 173.239.254.23



SIGNED

**11 / 17 / 2024**

23:23:31 UTC

Signed by JOHN D. BROOKS (johnb6597@yahoo.com)  
IP: 173.239.254.27



VIEWED

**11 / 18 / 2024**

00:11:33 UTC

Viewed by NERRIZA L. BROOKS (zirren1@yahoo.com)  
IP: 24.69.205.106



SIGNED

**11 / 18 / 2024**

00:15:46 UTC

Signed by NERRIZA L. BROOKS (zirren1@yahoo.com)  
IP: 24.69.205.106



COMPLETED

**11 / 18 / 2024**

00:15:46 UTC

The document has been completed.