

*Spectacle Lake Home Park (1989) Ltd.*  
**Park Rules & Regulations**

*March 2004*  
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**A. GENERAL**

1. Any deviation from the following rules must be approved by the Landlord or his designated representative.
2. The Landlord reserves the right to refuse any request not in the best interest of the park.
3. The tenant, his/her family, or guests may not do anything upon the premises which is unreasonably disturbing to other tenants or which is contrary to any statute, By-Law, or regulation of any competent authority.
4. Tenants may not use the premises for any purpose other than a one family residence nor permit the premises to be occupied by any persons other than those listed in the application for rental.
5. Homeowners are advised that prior to sale or subletting of their homes, the Landlord reserves the right given under Section 30 (2)(b) of the Residential Tenancy Act: "Tenants may assign or sublet with the consent only of the Landlord, but the consent shall be obtained prior to the completion of the transaction, and shall not be arbitrarily or unnecessarily withheld."
6. For the convenience of all concerned, we ask tenants to submit a notice of termination and forwarding address one month prior to leaving the park.
7. In the event of a dispute arising between the parties to the agreement, it is agreed that such dispute shall be resolved through the arbitration process as provided for in the act. Notwithstanding a dispute may be resolved by the arbitration process outlined herein, the Landlord shall always have the right to enforce his rights in a court of law.
8. It is agreed that (a) words imparting the singular shall also mean the plural and vice versa, except where the context indicates otherwise; (b) the words "applicant", "occupant", and "tenant" used in the Application for Tenancy, the Residential Tenancy Agreement, and in rules and regulations forming part thereof, refer to all proposed and actual occupants of the premises rented and include guests where applicable; (c) the word "Landlord" includes the owner and his authorized agents and servants where applicable.
9. The tenant agrees that the Rules and Regulations delivered with the Residential Tenancy Agreement, such reasonable variations, modifications, and additions, as from time to time be made by the Landlord, and any other reasonable Rules and Regulations that may be made by the Landlord and communicated to the tenant in writing shall be observed and performed by the tenant, his occupants and guests, and such Rules and Regulations shall be read as forming part of the terms of this Residential Tenancy Agreement.

**B. FINANCIAL**

1. Tenants will be financially responsible for any damage on the premises due to carelessness and/or misuse by themselves, their immediate family, or their guests. Tenants will make good any such damage.
2. Rent includes water and garbage collection. ~~Rent must be paid monthly in advance, by the first day of each month by cheque only.~~ Twelve post-dated cheques are recommended for convenience.
3. Late payments are subject to a service charge of \$20.00 each. Returned and non-sufficient cheques (NSF) are also subject to a charge of \$20.00 each. Notwithstanding a service charge, failure to pay rent on the due date shall be a fundamental breach of this agreement. This Residential Tenancy Agreement requires that rent be paid promptly on the due date.
4. The services of the park include power, cable, telephone, septic, and water. Tenants are responsible for payment of electrical power, cable, telephone, fuel oil, and half the cost of pumping their septic tanks when necessary.
5. ~~Annual rent increase will be on the first of March~~

**C. SECURITY**

1. Management in no way assumes responsibility for the security of any unit on the premises. Tenants going away for an extended period of time should inform the office and leave a key where it may be obtained in an emergency.
2. In the event of a fire or water or gas escape starting in the Tenant's premises, the Tenant shall report it without delay to the Landlord or manager. The Tenant shall immediately warn any occupants of the building threatened by the hazard. Unless the Landlord is proven at fault or the occurrence is an Act of God, the Tenant shall be liable to for any costs arising from any hazard or threat to safety, including any fire starting in the Tenant's premises, or resulting from the conduct or action of the Tenant or his guest. The Landlord shall not be liable for such costs, but shall have the right pursuant to the Act to terminate the tenancy agreement and may require the tenant to vacate and deliver up possession on short notice.
3. Unless the Landlord is in breach of a lawful duty, the Tenant waives and releases him from any liability in connection with the use by Tenants or guests of the premises, service, furnishings, equipment and facilities supplied by the Landlord including injuries or damages caused by anything done or omitted from being done by any Tenants of the Landlord or by the Landlord or his agents, servants or workers or independent contractors. the Landlord shall exercise reasonable care and attention to prevent such injuries or damages.
4. Insurance (including liability) - Tenants are advised to carry adequate insurance for fire, smoke, and water damage and theft, on their own possessions, and may be held liable for accidental injury, accidental damage, or accidental breakage arising from the tenant's abusive, willful or negligent act or omission, or that of his guest, in the use of the Landlord's services and property and Acts of God Insurance.

## **D. PETS**

1. A maximum of one dog and one cat are allowed per household. (exception: existing additional pets registered with management)
2. Livestock are not to be kept in the park, including but not restricted to chickens.

Tenants shall maintain control of their pets and may not allow their pets to unreasonably disturb others nor to damage their property.

4. Dogs of an intimidating disposition or size (e.g. Pit Bull, Rottweiler, or Doberman) are not permitted in the park.
5. All dogs must be registered and approved by the Landlord. A photograph of each pet is required for office records.

## **E. INDIVIDUAL PARK SPACE**

1. Each Tenant shall maintain the lot rented to him/her in a reasonable and neat standard, and free of litter and other debris. Tenants shall also keep homes clean and lawns and gardens tidy. The Landlord reserves the right to issue one warning for failure by the Tenant to comply with this rule, and if a correction is not made within a reasonable length of time thereafter, the Landlord shall take such steps as is deemed necessary to rectify the situation at the financial expense of the Tenant.

2. In order to protect the septic system, insoluble items such as grease, potato peelings, feminine napkins, facial tissue, etc. shall not be disposed of by flushing these items down the toilet

3. Garbage for collection shall be picked up Wednesday mornings (or any other day as notified by the manager). All garbage is to be contained in plastic bags and must be placed at the entrance to the Tenant's driveway. A maximum of 2 garbage bags or cans (max. 130 liter, gross weight of 25 kg.) will be accepted for pick-up weekly. Recyclables will not be accepted. Curbside Recycling is mandatory.

4. Tenants must have homes skirted within sixty days after residence is taken up in the park. The Landlord or manager reserves the right to accept or reject the quality or appearance of the skirting installed. Under no circumstances may skirting be left unpainted or unstained. An easily removed access panel must be installed in the skirting to allow servicing of connections under the home.

5. Any additions or alterations to the manufactured home or construction of outbuildings require a building permit from the Cowichan Valley Regional District (746-2620) and the written permission of the Landlord before commencement of any work. No alterations or changes by the Tenant to the site's ground level are permitted. Removing or adding of fences, sidewalks, shrubs and trees on the site requires the prior written permission of the landlord.

6. Tenants of odd numbered homes may water outside on odd numbered days, those of even numbered homes on even numbered days. Watering hours are from 6 am until noon, and from 6 p.m. until 10 p.m. only. Please use water responsibly.

7. Tenants may not use outdoor incinerators except as permitted by the B.C. Forest Service. Burning permits, when required, must be obtained by the tenant.

8. Trees shall not be cut without the permission of the Landlord.

9. It is recommended that you insulate your water lines for winter.

10. Tenants with swimming pools must ensure pools are located within a fully fenced area, as well as be responsible for obtaining additional liability insurance.

## **F. VEHICLES**

1. The speed limit in the park is 15 km/hr (10m.p.h.)

2. Major overhauling of vehicles on the premises will not be permitted in the park. Unlicensed, derelict or unsightly vehicles are also not permitted in the park. Failure to comply may result in eviction.

3. Tenants' licensed vehicles are to be parked only in driveways provided, and to be parked in a manner in which does not block traffic nor protrude into the roadway. Parking on lawns or park roads is not permitted. Therefore, overnight parking on park roads is also not permitted

4. Large motor homes, campers, trailers, or boats must be licensed and require a parking permit from the manager. (This permit will not be unreasonably withheld.)

5. Except while on business, trucks over 5 tonnes g.v.w. is not permitted in the park.

6. A maximum of two licensed vehicles are permitted per household.

## **G. LAUNDRY**

1. Coin operated facilities are provided behind the Manager's office on a first come, first serve basis.

2. Only biodegradable detergents may be used, and no dyes or harsh cleaning materials such as lye or acid are permitted.

**PARK RULES ARE SUBJECT TO REVISION AND CHANGE BY THE LANDLORD, AND TENANTS WILL BE NOTIFIED IN WRITING OF SUCH CHANGES.**