



CITY OF VANCOUVER

CITY OF VANCOUVER

ADMINISTRATIVE REPORT

Report Date: June 12, 2008
Author: Liza Jimenez
Phone No.: 604.873.7975
RTS No.: 07440
VanRIMS No.: 08-2000-31
Meeting Date: June 26, 2008

TO: Standing Committee on Planning and Environment

FROM: Director of the Housing Centre

SUBJECT: Single Room Accommodation Permit for 303 Columbia (Columbia Hotel)

RECOMMENDATION

- A. THAT Council authorize an exemption from the requirements of the Single Room Accommodation By-law for 6 SRA-designated rooms (#103, #106, #208, #307, #407, and #507) at 303 Columbia Street (Columbia Hotel) (see Appendix B).
- B. THAT Council not approve an exemption from the requirements of the Single Room Accommodation By-law for 5 SRA designated rooms (#203/#204/#205 and #303/#304) at 303 Columbia Street (Columbia Hotel) on the second and third floor that comprise the northeast corner of the building (see Appendix B).
- C. THAT Council approve a Conversion Permit at 303 Columbia, to allow for the addition of bathrooms to the SRA-designated units, on the condition that the owner:
 - submit Tenant Relocation Plan, acceptable to the Director of the Housing Centre;
 - enter into a Housing Agreement that requires every room in the building to be rented on a monthly basis for a 5-year term with Residential Tenancy Agreements (as modified in Appendix E) for every tenant; and
 - agree to allow city employees, to enter the building to inspect the building and its rooms for compliance.

CONSIDERATION

- D. THAT Council authorize an exemption from the requirements of the Single Room Accommodation By-law for 4 SRA-designated units (#403/#404 and #503/#504) at 303 Columbia Street (Columbia Hotel) on the fourth and fifth floor that comprise the northeast corner of the building (see Appendix B) on the basis that the evidence is unclear that these units are customarily used as one unit.

GENERAL MANAGER'S COMMENTS

The General Manager of Community Services RECOMMENDS approval of A, B and C and presents D for Council's CONSIDERATION.

COUNCIL POLICY

On October 21, 2003, Council enacted the Single Room Accommodation By-law to regulate the conversion and demolition of single room accommodation. Under the By-law, owners of designated rooms may apply for an exemption for any designated room that is larger than 320 square feet at the time of the By-law enactment. If the applicant satisfies Council that the requirements and conditions of exemption are met, Council must grant the exemption.

Owners wanting to convert or demolish designated SRA rooms must apply for and obtain a conversion or demolition permit. Council decides each application on its own merits and may refuse the permit, approve the permit, or approve the permit with conditions.

PURPOSE AND SUMMARY

This report provides an overview of the Single Room Accommodation exemption and conversion permit applications for Columbia Hotel (303 Columbia Street) and provides a rationale for staff's recommendation. As per the provisions of the SRA By-law, staff:

- recommend that the SRA exemption be approved for six units that are greater than 320 square feet;
- recommend that a conversion permit be approved in order to install bathrooms to most of the units, subject to an acceptable tenant relocation plan and with the condition that every room in the building, including those exempted from SRA designation, be rented on a monthly basis for five years, with signed Residential Tenancy Agreements with every tenant;
- recommend that Council not approve an SRA exemption for five additional individual rooms that the applicant claims to be two suites because it is clear that these rooms operated individually and are not adjoining;
- offer for Council's consideration the exemption application for four other units, where pairs of units are adjoined, because it is unclear whether these rooms were customarily used as two large (i.e. greater than 320 square feet) suites.

BACKGROUND

The Single Room Accommodation By-law is a tool that allows Council to manage the rate of change in the low-income housing stock by considering each conversion or demolition on a case-by-case basis. The SRA By-law was approved by Council in response to concerns about the loss of low-cost housing stock in the Downtown Core. A 2003 PricewaterhouseCoopers' study anticipated that the pressure to convert SROs to tourist use would likely increase as the international profile of Vancouver increases with the approach of the 2010 Winter Olympics.

The DTES community often voices its concerns over the loss of affordable housing due to 'soft' conversions. A 'soft conversion' may take the form of renovations that may result in a rent increase which becomes unaffordable to the original tenant of the building. The SRA By-law cannot regulate those hotels that undergo renovations that do not require building permits but commonly result in unaffordable rooms. A common form of a soft conversion is when a hotel chooses to rent to students only. The SRA By-law has no authority over the user of the room but only the use, as long as the tenants rent by the month, because of parameters set by the Charter.

Columbia Hotel, built in the early 1900's, is a 6-storey building located at 303 Columbia Street (at Cordova) in the Gastown District (HA-2), see Figure 1. The building has a 192-seat pub on the ground floor and five floors of residential hotel. Listed on the Heritage Register as a category "C", the building contributes to a strong streetwall of heritage buildings in the 0 block of Cordova Street. Every room at the Columbia Hotel are SRA-designated; though some of these SRA-designated rooms are over 320 square feet and therefore qualify for an exemption under the SRA By-law. The applicant is seeking approval of a conversion permit to add bathrooms to most of the rooms.

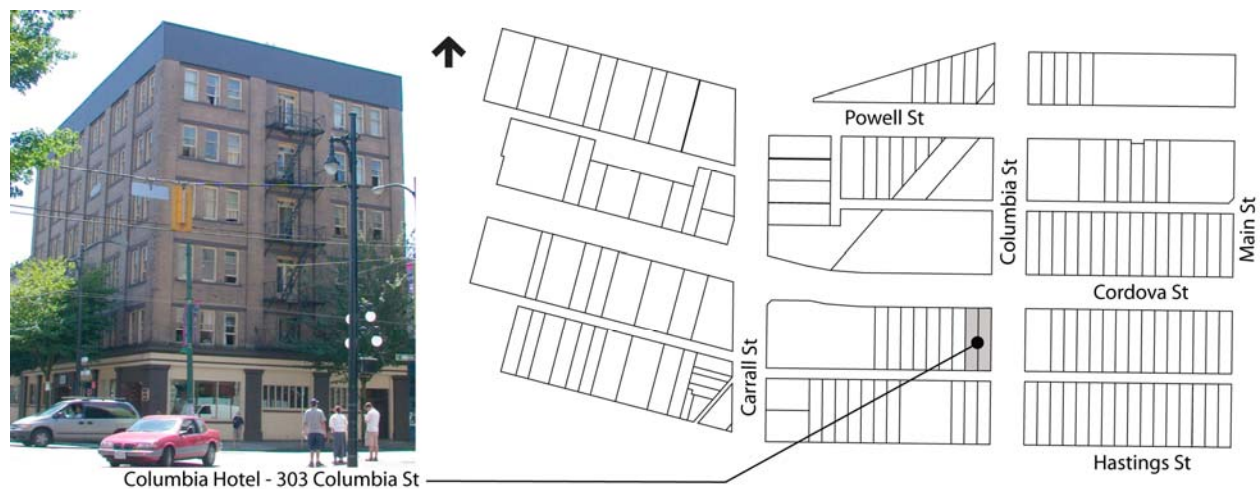


Figure 1: Columbia Hotel (303 Columbia Street)

DISCUSSION

Application for Exemption

The applicant, Seven Estate Limited, has applied for an exemption for a total of 15 units; staff are recommending approval for six units; staff are recommending that five units not be approved for exemption; and staff have put four units forward for Council's consideration. Some of the units are clearly suites greater than 320 square feet and staff recommend exemption; some units staff do not recommend exemption because the units in question were clearly operating on an individual basis not collaboratively as one large greater than 320 square feet unit; and finally, for some units it is unclear whether the units in question would qualify for exemption because it appears that despite a connecting door these units could have been operating as individual units and not as a greater than 320 square feet suite since each unit has a door exiting to the main corridor.

Staff recommend approval to exempt six units because they are greater than 320 square feet and meet the intent of the SRA By-law to exclude those units that are small, one-bedroom suites; five of the six units have their own private bathroom. These are units: 103, 106, 208, 307, 407, and 507 (see Appendix B). Floor plans have been submitted showing the existing layout and dimensions of these rooms. Staff visited the site to verify the rooms and their dimensions and confirm that the information submitted to support the SRA Exemption Application (Appendix A) meets the requirements of the SRA By-law.

Staff do not recommend approval to exempt five units, they are: 203, 204, 205, 303, and 304 (see Appendix B). Staff acknowledge that units may originally have been historically one large corner suite on the second through fifth floor. However, the SRA By-law applies to how the rooms were configured at the time of enactment, as such these five units had been subdivided as indicated on existing architectural plans that the applicant submitted and Property Use Inspectors have confirmed. Staff believe that these units had been operating as individual units for a number of years since the 2001, 2003, 2005 and 2007 Survey of Low-Income Housing in the Downtown Core all counted these rooms as five individual rooms. Furthermore, as indicated by the applicant in a rent roll presented to staff, 4 of the 5 rooms were individually occupied up until February 2008 providing further proof that these rooms have been operating as individual rooms and therefore are counted as such. These five units have been identified in the architectural drawings submitted by the applicant as independent units, each with its own door to the corridor and unit number.

For Council's consideration, there are four units that the applicant is applying to exempt: 403, 404, 503 and 504. Each unit has its own proper door to the main corridor and pairs of units are connected by an adjoining door (see Appendix B). On one hand, the SRA By-law states that a room qualifies for exemption if it is greater than 320 square feet. The SRA By-law defines a room as "one or more connecting rooms...customarily used as one unit". Since there are doors leading to the corridor and each unit can be independently occupied whenever the adjoining door is locked, there is insufficient evidence that these units were customarily operating as one unit. The intent of the SRA By-law is to protect the existing stock of low-income housing for DTES residents.

Furthermore, the intent of the owner is unclear since the renovation plans propose to subdivide these units into two pairs of units thereby reducing their size decisively to less than 320 square feet thereby rendering it SRA-designated. The intention is unclear as to why the applicants want the (9) units in the northeast corner on the second, third, fourth, and fifth floors rooms exempted when it is understood by them that once the renovations occur, as per plans submitted, that the units would all become designated SRA as all of them will be less than 320 square feet in area.

To be clear, if the renovations do not proceed as proposed in this application, the exemption would still apply. In other words, if Seven Estate Ltd. proceeds with the renovations as proposed then 9 of the units proposed for exemption would become SRA-designated, regardless if they were exempted today. Conversely, if Seven Estate Ltd. did not proceed with renovations and conversion, then any exemption approved would apply.

Application for Conversion

The applicant is applying to convert the building in order to install bathrooms. See Appendix D for the Conversion Application. The renovation will result in 70 units with 66 bathrooms; currently, there are 71 units and shared amenities. This is a material change to the rooms and therefore a conversion permit is required even though the units will remain SRA designated as nearly all will be less than 320 sq. ft in size.

There are currently 71 SRA-designated units at the Columbia Hotel, 6 units are greater than 320 square feet. According to the proposed plans, submitted to staff by the owner, plans include to provide bathrooms to nearly every unit. After renovations, there will remain 70 units among which the same 6 units will remain greater than 320 square feet and the rest will be smaller. The loss of one unit will result when units #203 and #204 are combined to form one unit that will still be less than 320 square feet. The applicant has not applied for a building permit to date. This Conversion Permit application applies only for the context as proposed in plans received in December 2007 to the Housing Centre. If the applicant submits plans for a building permit that differ than those proposed plans submitted in December 2007 as part of this application, in a manner that results in a material change to the units or results in fewer units (less than 70) then the applicant will have to submit a new SRA Conversion/Demolition Permit application and staff will report back to Council regarding the new application.

As outlined in the Vancouver Charter, Council is required to consider a number of factors in deciding whether or not to grant an SRA conversion or demolition permit. These factors include:

- the accommodation that will be available to the tenants affected by the conversion or demolition;
- the supply of low cost accommodation in the Downtown Core;
- the condition of the building;
- the replacement of single room accommodation in the city; and
- the recent history of the land and building, and the use and occupancy of the building.

Accommodation for affected tenants: As of May 2008, there were 29 long-term residents living at the Columbia Hotel. During renovations the existing tenants will be offered a vacant room within the Columbia Hotel. Owners have signed a Letter of Understanding (Appendix C) confirming the relocation process that will be pursued with respect to the tenants at the time

of renovations. A more detailed Tenant Relocation Plan, acceptable to the Director of the Housing Centre, is a proposed condition for the conversion permit. A Tenant Relocation Plan lists the names of those tenants that will be displaced including room numbers, a relocation plan for each tenant and the type of compensation that will be offered for each tenant in accordance with the Residential Tenancy Act.

Supply of low cost accommodation in the Downtown Core: Since the enactment of the SRA By-law in 2003, Council has approved conversion/demolition permits for four SRA-designated building in the Gastown (HA-2) area representing a net loss of 120 units. This includes 66 units that had been closed for over 30 years at the Grand and Boulder Hotels; and improvements to the Pennsylvania Hotel where the demolition of 70 units facilitated upgrades to produce 43 self-contained units to include cooking facilities and washrooms for a net loss of 27 units, owned and operated by a non-profit society to house low income singles. The fourth hotel was the Spinning Wheel with 27 units, which was closed by the Health Department in 2002 due to unsanitary conditions.

According to the 2007 Survey of Low-Income Housing in the Downtown Core, vacancy rates have decreased since the 2005 Survey from 10% to 2% in the Downtown Core. On average, SRA rents for the Downtown Core were \$389 per month in 2007, an increase of 7.8% since the 2005 Survey. The Columbia Hotel charges weekly with the equivalent of \$800 per month for most rooms or \$1,000 for a suite with double occupancy. The owners informed staff that they will not increase rents more than permitted under the Residential Tenancy Agreement to occupied rooms; however they refuse to disclose to staff what the market rents will be after renovations for new tenants.

In terms of the low-income stock in the Downtown Core, between 2003 and the beginning of 2008 the total amount of low-income housing stock has virtually remained unchanged. The low income housing stock was 9,968 in 2003 and 9,927 in the beginning of 2008, a 41-unit decrease. The increase in non-market housing (364 units) is almost offset by the SRO loss (405) over the period. The City policy of 1:1 replacement of the SROs is very close to being achieved.

Looking forward from January 2008 to the end of 2010, the 1:1 policy will be more than met as there are 1,514 units of non-market projects in the approval process. These include the 649 units in the SRO buildings in the Downtown Eastside purchased by the Province over the past year and a half. These recent purchases serve to retain and secure the existing stock from potential closures, unnecessary vacancies, and re-development, while providing safe, supported, low-income housing operated by a non-profit society.

The future additions to the low-income stock also include three of the 12 city sites (606 Powell, 509 Alexander) and projects which are currently under construction such as Woodward's (131 West Hastings) which will be adding 125 self-contained units for low-income singles to the stock. The Lux (65 East Hastings) will produce 92 self-contained units for people who are homeless or at-risk on a City-owned site. The Lux project is funded by the Provincial Homeless Initiative with BC Housing providing the capital and operating funding and Vancouver Coastal Health funding support services; it will be operated by Raincity Housing and Support Society. The Pennsylvania at 412 Carrall, as mentioned earlier, will have 43 self-contained units and will be operated by PHS Community Services Society.

Condition of the Building and Proposed Renovations: Records suggest that the southern part of 303 Columbia (3 storey's high) was built before 1920 and subsequently the northern section (6 storey's high) was constructed in 1920s or later. Like many SRAs built at that time, the building at 303 Columbia Street requires upgrading. The proposed renovations are to install bathrooms with bathtubs or showers in the units, requiring the units to be reconfigured. There are five suites that have their own bathrooms, these are five of the six units that are greater than 320 square feet and qualify for exemption. The remaining 66 units share eleven toilets, three bathtubs, and two showers; every unit has a sink.

Replacement of lost SRA units: The proposed conversion at 303 Columbia will result in 70 upgraded units and a loss of one. The addition of private bathrooms to units will provide more privacy and independence for the tenants. A caveat to this improvement is that rents will likely increase as a result of improvements, which may be an undesirable consequence. The owners informed staff that they will not increase rents more than permitted under the Residential Tenancy Agreement to occupied rooms; however they would not disclose how rents will change after renovations for new tenants.

History of Building and Land: The Columbia Hotel has been under new ownership, Seven Estates Limited, since December 2004. Shortly thereafter, SRA staff received enquiries from the Theresa and George Winkler, directors of Seven Estate Limited, regarding conversion opportunities. Staff have invested many hours on researching the rent rolls provided by the applicant, since the documentation rarely coincides with earlier submitted documentation. Staff have repeatedly asked the applicant for a detailed description of the Tenant Relocation Plan which still has not been provided to date. The owners have met with staff on several occasions to clarify the requirements for the conversion permit application process and eligibility for exemption.

Staff have frequently heard from community groups that the Columbia Hotel refuses to rent on a monthly basis and that the hotel has a number of unwarranted vacancies. The Carnegie Community Action Project (CCAP) published a report *Disappearing Homes: The loss of affordable housing in the DTES* (April, 2008) that identifies the Columbia Hotel as a hotel in "grave danger" of disappearing as low-income housing.

The Columbia Hotel advertised on a free-standing sidewalk sign that "Daily, Weekly Rooms Available". As recently as last December 2007 the owners were asked by the Assistant Director of Licenses & Inspections to discuss their business management practices because of a number of complaints received regarding daily and weekly rentals. Theresa Winkler, one of the directors representing the owners, acknowledged the signage, but was adamant that the number of rooms being rented in this manner was in keeping with the SRA By-Law. It is now noted that this signage has been changed to read "daily, weekly, monthly rooms available".

Staff continue to hear allegations from community members that the hotel operates on daily or weekly basis. This hotel continues to be a challenge for SRA enforcement but staff feel confident that since recent SRA By-law amendments, and with the conditions proposed in this report, enforcement will be less challenging.

Condition for Approval of an SRA Conversion/Demolition Permit: Under the SRA By-law, Council may attach conditions to the approval of an SRA Conversion/Demolition Permit. These conditions may include a Housing Agreement, a Heritage Revitalization Agreement,

and/or a \$15,000 per room conversion/demolition payment to be made towards the City's replacement housing fund.

This application raises issues which require a balancing of costs and benefits for the low-income housing stock. The approval of the permit will allow the addition of bathrooms which will increase the quality of the accommodation; on the other hand, this will likely lead to rent increases and lower the affordability of the units. On balance, staff recommend that Council approve the SRO Conversion/Demolition Permit without a fee, but with the conditions that would mitigate the negative effects. The conditions are:

- a Tenant Relocation Plan;
- Housing Agreement which stipulates that for five years all the units are rented on a monthly basis, with Residential Tenancy Agreements as required by the Residential Tenancy Act. This condition means that the owner would not have the ability to rent out 10% of the rooms on a nightly basis, which is applicable to other SRA buildings; and
- inspections to ensure compliance with these conditions.

The purpose of requiring a Residential Tenancy Agreement is to ensure that rental tenure is on a month by month basis or on a fixed monthly term and that tenancy continues to be subject to only those rent increases as specified in the Residential Tenancy Act (RTA). Staff have been advised by Tenant Resource & Advisory Centre (TRAC) that these modifications to an Agreement are necessary to protect tenants from facing a rent increase that is greater than permitted through the Act.

Staff believe that the proposed plan of installing bathrooms to most units is in keeping with Council policy to improve the conditions of SRA-designated units. The recommended condition facilitates enforcement of the SRA By-law because no rooms, regardless of exemption, can be rented on a daily basis for five years, and secures the Columbia Hotel as a housing resource in the DTES.

From the owners' perspective, the permit will facilitate the additions of bathrooms without payment of a fee. However the conditions require that: a plan be developed to assist tenant relocation; and for a five-year period all units, including the exempt ones, must be rented as monthly accommodation for a 5- year term with Residential Tenancy Agreements for every tenant.

After the five-year term, the Columbia Hotel may resume to rent 10% of the SRA-designated units, which is 6 units, on a daily basis. Furthermore, any renovation to exempted rooms that results in a unit that is less than 320 square feet, such as that being proposed for units 403, 404, 503, and 504, will revert to being SRA-designated.

CONCLUSION

The Columbia Hotel at 303 Columbia has applied for exemption of 15 units and an SRA Conversion Permit for the balance of units to install bathrooms in nearly all the units. Staff recommend approval to exempt six units from the SRA By-law because they are greater than 320 square feet. Staff do not recommend exemption for an additional five because they were configured as individual rooms less than 320 square feet at the time of by-law enactment. Staff are putting forward four other units for consideration for exemption as it is unclear

whether these are individual rooms. Staff recommend approval for the Conversion Permit for the balance of the units to install bathrooms subject to the condition that all units be rented on a monthly basis with a Residential Tenancy Agreement for five years, after which 10% of SRA-designated units may be rented on a nightly basis.

* * * * *

Exemption Application

APPLICATION TO EXEMPT DESIGNATED ROOMS FROM SCHEDULE A OF SINGLE ROOM ACCOMMODATION BY-LAW

To: Housing Control Director
 Vancouver City Hall
 433 West 11th Avenue
 Vancouver, B.C. V5Y 1V4



City of
 Vancouver

I, the undersigned, applies to Council, in respect of the following property or specific rooms therein from inclusion in the Single Room Accommodation By-Law:

1. City Address: 303 COLUMBIA ST. VANCOUVER
 Legal Description: Lot 16 of 17 Subdivision 8, 196, 197, 198
 Building Name: COLUMBIA HOTEL

2. Total number of rooms in this or these building(s) _____ Proposed # of years to be exempt: _____

Room No.	# of rooms on this floor	Area - Max. No. - Min. No.	Inter. separate shower & toilet required
<u>2nd</u>	<u>18</u>	Room Nos. <u>101, 102</u>	<u>3119L ROOM</u>
<u>3rd</u>	<u>21</u>	Room Nos. <u>202 (203, 204, 205)</u>	<u>STOCK # 300</u>
<u>4th</u>	<u>13</u>	Room Nos. <u>307 (303, 304)</u>	<u>(BATHROOM)</u>
<u>5th</u>	<u>10</u>	Room Nos. <u>(402, 403, 404)</u>	<u>309, 314</u>
<u>6th</u>	<u>12</u>	Room Nos. <u>502, 503, 504</u>	<u>402, 414</u>
		<u>OR 302, 303</u>	<u>509, 514</u>

3. The following documents are attached and form part of this Application. If any required information in Application is exempt Designated Properties Schedule A is not required on the same as indicated below:

Please note that any false given and/or incorrectly filled out information on this application will be subject to the same penalties as any other such false information on any other application.

4. Please print names and addresses of owners. If owned by a corporation, you must provide Incorporation Certificate and names and addresses of all directors and officers (unless separate sheet is provided as required):

SEVEN ESTATE LTD
4400 103rd WEST BRIDGEWAY
VANCOUVER B.C.

5. I am the: Owner Trust Beneficiary Agent for owner Tenant

6. I file this application with the full consent of the owner(s).

7. I declare that the statements contained in this application and all attached documents and plans are true and correct.

Name of applicant (Please print): TERESA A. GEORGE WICKERSON

Name of Company (if any): _____

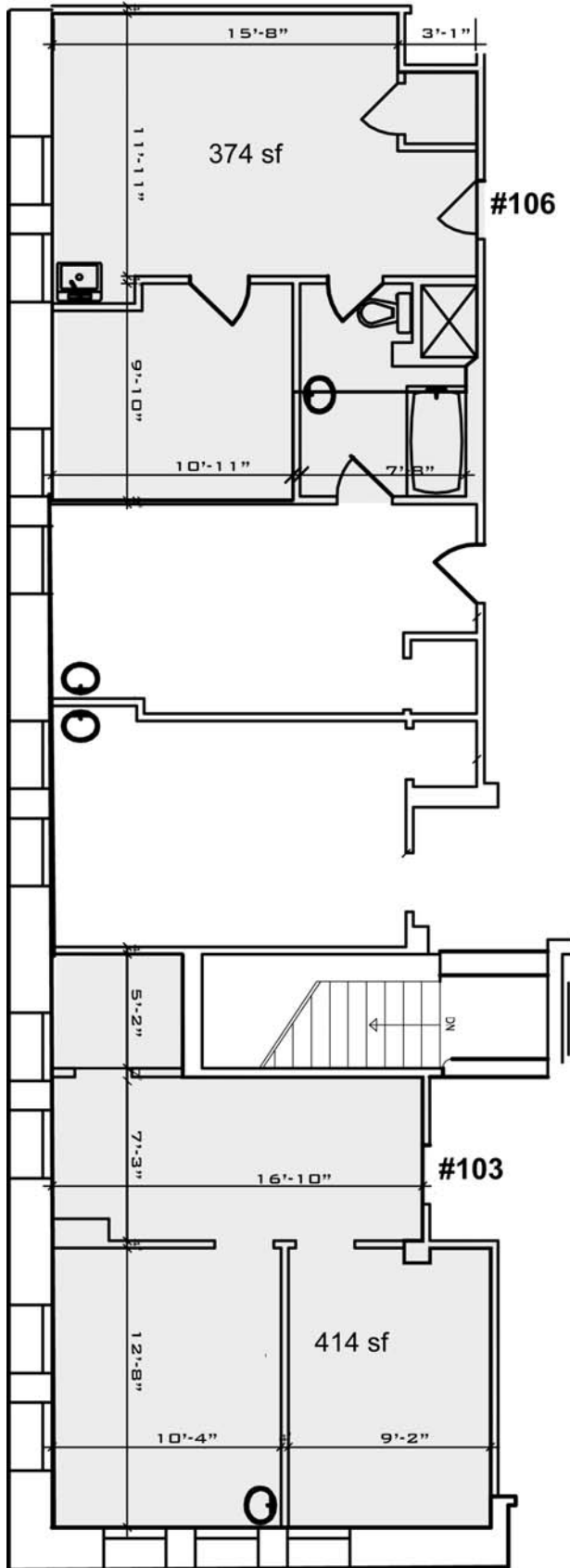
Mailing address: 460 103rd West Broadway Vancouver B.C. V6A 1G3

Telephone: 604/751-4131 Cell Phone: _____ Fax: 604/431-4045

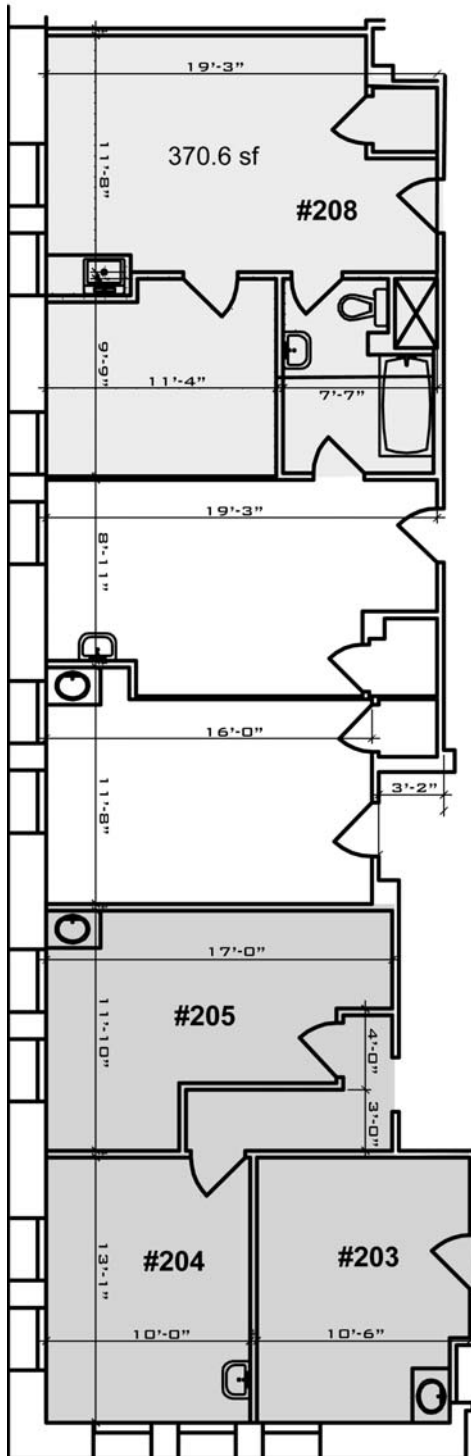
Signature of Applicant: [Signature] Date: 18 / MARCH 2008

Office Use:		
Application No. <u>SA</u>	Date Received: _____	
To Council: _____	Date of: _____	

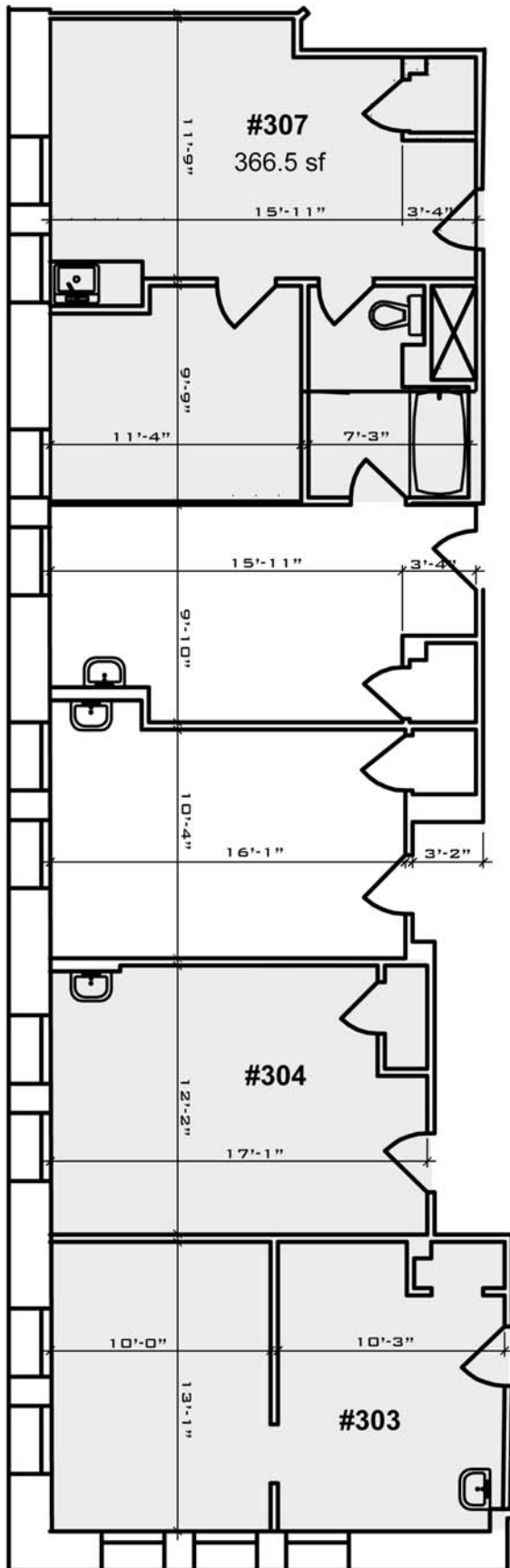
Columbia Hotel
Partial Floor Plan of 1st Floor
Units #103 & #106



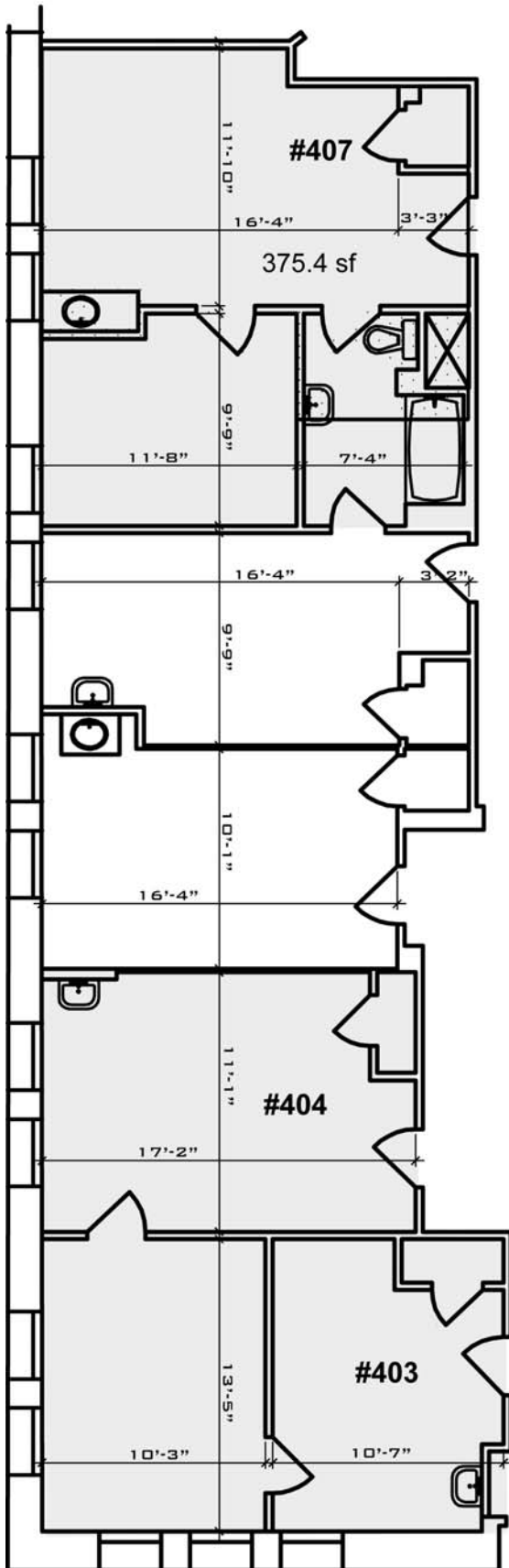
Columbia Hotel
Partial Floor Plan of 2nd Floor
Units #203, #204, #205 & #208



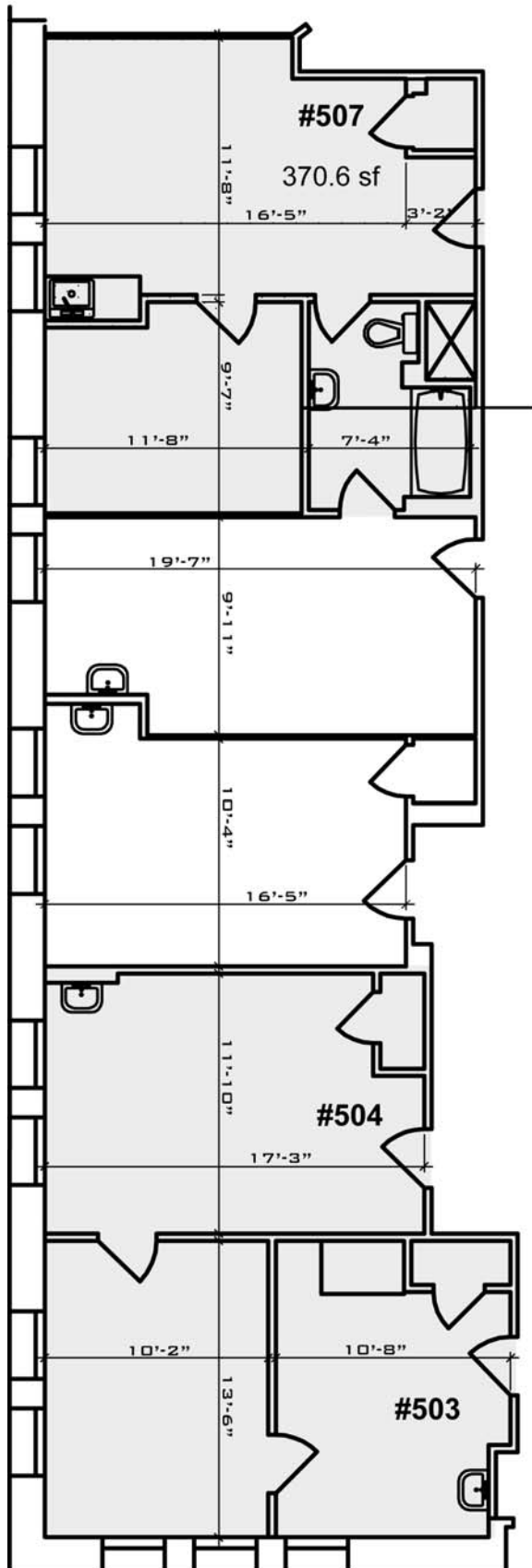
Columbia Hotel
Partial Floor Plan of 3rd Floor
Units #303, #304, & #307



Columbia Hotel
Partial Floor Plan of 4th Floor
Units #403, #404, & #407



Columbia Hotel
Partial Floor Plan of 5th Floor
Units #503, #504, & #507





COMMUNITY SERVICES GROUP
Housing Centre

May 14, 2008

Mr. and Mrs. George Winkler
Seven Estate Ltd.
PH 1, 400 - 1037 West Broadway
Vancouver, BC
V6H 1E3

Dear Sir/Madam:

RE: Tenant Relocation Plan

The following applies to all 29 remaining tenants residing in the building at 303 Columbia Street:

1. Information meetings will be set up by Seven Estate Ltd. to allow tenants the opportunity to find out time lines of the development, compensation package, and future housing opportunities within the renovated building;
2. Continual and open communication will be established following the initial information meeting in order to address tenants' concerns with respect to the forthcoming relocation (you might consider retaining the services of a tenant assistance advocate);
3. All tenants can expect to continue residing in their respective units, until such time the Building Permit becomes issuable and proper termination notices have been served by Seven Estate Ltd. in accordance with the requirements of the Residential Tenancy Act;
4. Seven Estate Ltd. will work with each tenant to assist him/her in finding future accommodation by providing them with a list of available comparable accommodation in the area;
5. As necessary, Seven Estate Ltd. will offer tenants transportation assistance to view potential homes;
6. All tenants will be provided compensation equivalent to two months' rent. As well:
 - a. Each tenant will be made aware that Seven Estate Ltd. will cover any moving costs associated with their relocation.
 - b. Assist tenants with telephone and cable hook ups as required.
7. Prior to the issuance of the SRA Permit, Seven Estate Ltd. will provide to the Housing Centre the following:

City Hall 453 West 12th Avenue Vancouver BC V5Y 1Y4 Vancouver CA
Housing Centre tel: 604 671 6434 fax: 604 671 6459

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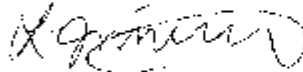
7. Prior to the issuance of the SRA Permit, Seven Estate Ltd. will provide to the Housing Centre the following:
- a. All correspondence sent by Seven Estate Ltd. to each tenant regarding the tenant relocation assistance program;
 - b. A letter of acknowledgment signed by each tenant indicating that s/he is in agreement with the relocation process and compensation package;
8. Once all tenants have been relocated, Seven Estate Ltd. will provide to the Housing Centre the following:
- a. A copy of the official termination notice with a list of all the residents at the time and their unit numbers;
 - b. A relocation activities report indicating each tenant's name and new address and the date of his/her relocation.

I trust the above captures all of the necessary steps and terms and conditions necessary to ensure a comprehensive tenant relocation program.

If you are agreeable to the above noted terms and procedures, please sign this letter of understanding in the space provided below and return to my attention at the City of Vancouver Housing Centre, Suite 310, East Tower, 555 West 12th Avenue, Vancouver, BC, V5Z 3X7.

Staff will append this letter of understanding (with your original signatures) to the SRA report to Council.

Yours truly,

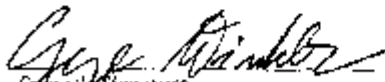


Liza Jimenez
SRA By-law Co-ordinator

liza.jimenez@vancouver.ca
433 W. 12th Avenue Vancouver BC V5Z 1V4
Phone: 604 673 7975
Fax: 604 671 6428

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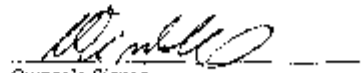
I acknowledge and agree that this letter fairly represents our intention to provide tenant relocation assistance to the tenants of Columbia Hotel, Vancouver, BC.



Owner's Signature
Company's Name

Seven Estate LTD

Date



Owner's Signature
Company's Name

Seven Estate LTD

Date



CITY OF VANCOUVER
 PLANNING SERVICES
 Permit Centre

**SINGLE ROOM ACCOMMODATION
 CONVERSION* or DEMOLITION*
 PERMIT APPLICATION**

Case Address: 303 SR No. _____
 Legal Description: Lot 10 1/2 subdivision 9 District Loc. 76 Plan 225
 Building Name: WEST-CENTRAL HOTEL

This area must be completed by the person signing this application.

Your Name: MICHAEL P. GEORGE WINKLER You are the:
 Mailing Address: 400 1034 WEST BROADWAY 01 Property Owner
 City: VANCOUVER, B.C. 02 Agent for Property Owner
 Postal Code: V6H 1E3
 Phone Numbers: 604-231-4131; 604-231-4085
 Company Name: SEVEN ESTATE LTD.

Note: If the applicant is NOT the property owner, a letter of consent signed by the owner must also be submitted.

Owner's Information: (If owner is a corporation, provide incorporation Certificate and names and addresses of all directors & associates):

Property Owner's Name: SEVEN ESTATE LTD.
 Address: 400 1034 WEST BROADWAY City: VANCOUVER
 Postal Code: V6H 1E3 Phone Number: 604-231-4131
 Property Owner's Name: Directors
 Address: _____ City: _____
 Postal Code: _____ Phone Number: _____
 Property Owner's Name: _____
 Address: _____ City: _____
 Postal Code: _____ Phone Number: _____

This application is to: (Check applicable box)

001 Convert occupancy of designated room(s)
 002 Change term or nature of tenancy of designated room(s)
 003 Change frequency of rent payments for designated room(s)
 004 Convert vacant designated room(s)
 005 Repair or alter designated room(s)
 006 Demolish designated room(s)
*see definitions of "conversion" and "demolition" on reverse side of form under "Explanatory Notes"

Total # of storeys in this building: 5
 Total # of SRA rooms in this building: 51
 Total # of non-SRA rooms in this building: 10 SUITE

Describe nature of the proposed conversion or demolition:
We are applying for the conversion of the vacant rooms
from rooms without baths - toilets to rooms that will have
baths & toilets.

Please continue application on reverse

201 Vancouver Single Room Accommodation Conversion or Demolition Permit Application Form (cont.)

THIS SECTION MUST BE COMPLETED:

Are there any permanent residents needing to relocate as a result of this proposed conversion?	OFFICE USE
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, you must provide the following information:	
1. The number of permanent residents that will be affected: <u>14</u>	
2. A list of names of the residents needing relocation, their room nos. and length of residency <u>EMERSON</u>	
3. Proposed relocation strategy for existing tenants <u>WILL FIND MORE SUITABLE PM</u>	
You must also include with this application the following required supporting documents:	
1. An affidavit, sworn by the owner or, if the owner is a corporation, by a director of the corporation, setting out why the owner wants to convert or demolish the designated room	
2. Records required under the Hotel Guest Registration Act or Hotel Room Tax Act, tax assessment records, guest ledgers, and daily rent receipts, for the current calendar year and for the three immediately preceding calendar years, in respect of the designated room <u>N.A.</u>	
3. One set of floor plans of the existing and proposed floor layout as described below*	
4. Tentative schedule for construction (if applicable)	

Explanatory Notes:

- (a) Definition of "conversion" or "convert" means the following under the Single Room Accommodation By-law:
 - (i) a change in the form of occupancy, intended form of occupancy, or customary form of occupancy of a designated room from living accommodation for a permanent resident to living accommodation for a transient guest or to another purpose,
 - (ii) a change in the term or nature of the tenancy to which a permanent resident has the right in respect of a designated room,
 - (iii) a change in the frequency of the rent payments a permanent resident must make in respect of a designated room,
 - (iv) an occupancy or use, or the suffering or allowing of an occupancy or use, of a vacant designated room for a purpose other than living accommodation for a permanent resident,
 - (v) a repair or alteration to a designated room or any improvement or fixture in it or a replacement of any such improvement or fixture, except for repairs or alterations that are minor in nature and have no material effect on the enjoyment by permanent residents of their living accommodation,
 - (vi) a reclassification of a building or any portion of a building from Class 1 Residential to any other class referred to in the Assessment Act and its regulations, or
 - (vii) a loss of exemption in respect of a designated room from an obligation to pay or remit hotel room tax under the Hotel Room Tax Act and its regulations;
- (b) Definition of "demolition" or "demolish" means the following under the Single Room Accommodation By-law: "to pull, knock, or tear down or to raise, wholly or partially, a designated room"

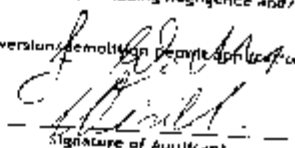
- Floor plans must be legible, drawn to a scale NOT less than 1/8" to 1", and must:
- (a) include dimensions and layout of all floor levels including basement and underground parking;
 - (b) identify on each floor:
 - rooms that provide accommodation for permanent residents;
 - rooms that provide accommodation for transient guests (tourists);
 - rooms that provide other non-residential accommodation uses (e.g., lounge, storage rooms, etc.);
 - (c) indicate on each floor the square footage of all rooms and common areas;

Office Use Only

As owner or owner's agent, I have verified that the information contained within this document and associated applications and plans is correct, and describes a use, a building or a work which complies with all relevant by-laws and statutes. I acknowledge that responsibility for by-law compliance rests with the owner and the owner's employees, agents and contractors. I will indemnify and save harmless the City of Vancouver, its officials, employees and agents against all claims, liabilities and expenses of every kind, in respect of anything done or not done pursuant to this application or fact sheet or ensuing permit, including negligence and/or the failure to observe all by-laws, acts or regulations.

Further, I acknowledge that any information and documents provided with this SRA conversion/demolition permit application will be attached to the report to Council and as such, be made available to the public.

SIGNED AT VANCOUVER, BC THIS 5 DAY OF DEC 2008


 Signature of Applicant



Office of Housing and Construction Standards

Residential Tenancy Agreement

Important Notes:

#RTB-1

The Residential Tenancy Branch (RTB) is of the opinion that this Residential Tenancy Agreement accurately reflects the Residential Tenancy Act (RTA) and accompanying regulations. The RTB makes no representations or warranties regarding the use of this 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. For the rental of a manufactured home site use the Manufactured Home Site Tenancy Agreement.

The words tenant and landlord in this tenancy agreement have the same meaning as in the Residential Tenancy Act (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.

HOW TO COMPLETE THIS FORM ELECTRONICALLY:

If you are accessing this agreement form from the B.C. Government Web site, it can be printed and completed by hand (*print clearly, using dark ink*) or filled out while at the computer workstation—simply type your responses in the boxes. If you cannot complete all the sections at the computer right away, you can print off what you have completed and fill in the remaining fields by hand. Note, you **cannot save** the completed form to your computer, therefore, after you complete the form, make sure you review the form for accuracy and print the number of copies you require **before** you leave the document or shut down the program/computer.

IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, complete and attach Schedule of Parties (#RTB-26)

RTB-26 used & attached:

RESIDENTIAL TENANCY AGREEMENT between:

(use full, correct legal names)

the LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

and the TENANT(S):

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)
<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	B.C.	<input type="text"/>
unit	address	city	province	postal code

ADDRESS FOR SERVICE of the landlord landlord's agent:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
unit	address	city	province	postal code

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
daytime phone number	other phone number	fax number for service	

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 a dispute resolution officer's order that the agreement of the other is not required.

2. LENGTH OF TENANCY *(please fill in the dates and times in the spaces provided)*

This tenancy starts on:
 day month year

Length of tenancy: *(please check a, b or c and provide additional information as requested)*
 This tenancy is:

- a) on a month-to-month basis
- b) for a fixed length of time : ending on :
 length of time day month year

At the end of this fixed length of time : *(please check one option, i or ii)*

- i) the tenancy may continue on a month-to-month basis or another fixed length of time
- ~~ii) the tenancy ends and the tenant must move out of the residential unit~~
~~If you choose this option, both the landlord and tenant must initial in the boxes to the right.~~ →

Landlord's Initials	Tenant's Initials
------------------------	----------------------

- c) other periodic tenancy as indicated below:
- weekly bi-weekly other:

3. RENT *(please fill in the information in the spaces provided)*

a) Payment of Rent:
 The tenant will pay the rent of \$ each *(check one)* day week month to the landlord on the first day of the rental period which falls on the *(due date, e.g., 1st, 2nd, 3rd, 31st)* day of each *(check one)* day week month 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) What is 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.

- | | | | |
|---|---|--|--|
| <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"/> Cablevision | <input type="checkbox"/> Garbage Collection |
| <input type="checkbox"/> Heat | <input type="checkbox"/> Refrigerator | <input type="checkbox"/> Laundry (free) | <input type="checkbox"/> Parking for <input type="text"/> vehicle(s) |
| <input type="checkbox"/> Furniture | <input type="checkbox"/> Carpets | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other: <input type="text"/> |
| <input type="checkbox"/> Additional Information: <input type="text"/> | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposits

The tenant is required to pay a security deposit of \$
 by
 day month year

B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$
 by
 day month year

- 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 of 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.

5. PETS

Any term in this tenancy agreement that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

6. CONDITION INSPECTIONS

- 1) In accordance with sections 23 and 35 of the Act [condition inspections] and Part 3 of the regulation [condition inspections], the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with section 24 and 36 of the Residential Tenancy Act [consequences if report requirements not met].

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Act to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 27 (2) of the Act.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

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 Office or Service BC-Government Agent 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 May 1st.]
- 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 of 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 a dispute resolution officer'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.
 - 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.
- 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 a dispute resolution officer 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 a dispute resolution officer 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 monthly in accordance with subsection (2) (a).
- 4) If a landlord enters or is likely to enter the rental unit illegally, the tenant may apply for a dispute resolution officer'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 a given 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,
 - b) include the date the tenancy is to end,
 - c) be signed and dated by the tenant, and
 - d) include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Residential Tenancy Act.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Residential Tenancy Act and the landlord must use the approved notice to end a tenancy form available from the Residential Tenancy Office.
- 5) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

16. RESOLUTION OF DISPUTES

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the Residential Tenancy Act.

17. ADDITIONAL TERMS

- a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and snow removal. Additional pages may be added.
- b) Any addition to this tenancy agreement must comply with the Residential Tenancy Act and regulations, and must clearly communicate the rights and obligations under it. If a term does not meet these requirements, or is unconscionable, the term is not enforceable.
- c) Attached to this tenancy agreement, there is is not an Addendum

If there is an Addendum attached, provide the following information on the Addendum that forms part of this tenancy agreement:

Number of pages of the Addendum:

Number of additional terms in the Addendum:

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S): (if entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

Signature: _____ Date: _____

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

Signature: _____ Date: _____

TENANT(S):

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

Signature: _____ Date: _____

<input type="text"/>	<input type="text"/>
last name	first and middle name(s)

Signature: _____ Date: _____

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.

FOR MORE INFORMATION . . . visit our Web site: www.rto.gov.bc.ca

OR call the Residential Tenancy Branch at:

• in the Lower Mainland 604 660-1020 • in Victoria 250 387-1602 • elsewhere in B.C. call toll free: 1 800 665-8779