

# ALMOND GARDENS MOBILE HOME PARK

Office Phone No.  
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5455 A Almond Gardens Rd  
Grand Forks, B.C.  
V0H 1H4

Welcome to our mobile home park. Our Park Rules are designed to contribute to everyone's safety, property protection and privacy, and to ensure that your residency is pleasant and enjoyable. All Tenants and occupants of the Park are subject to all of the terms and conditions of the Park Rules set forth herein. Additionally, rules that are posted in the Park form part of these Park Rules, and must be observed by all residents and their guests.

These Park Rules are subject to revision and change by the Landlord's/ Manager with two weeks written notice to the Tenant.

## A. MOVING INTO THE PARK

1. Mobile Home ("Home") must meet CIA-Z240 or CMHC-NHA Standards and Landlord/Manager approval.
2. All rents are due and payable on the first of every month, overdue after this date. Please read the Residential Tenancy Act to ensure you understand your responsibility to pay as a surcharge may be levied if not paid on time. An additional fee of \$25.00 will be charged for all (returned) NSF cheques. It is the responsibility of the Tenant to tender all rent to the Park Manager. A SURCHARGE \$5.00 PER LATE DAY may be charged for late payment of rent.
3. Home must be set up in accordance with Landlord's/ Manager approval.
4. Tenant must remove hitch on the Home and install vinyl or metal skirting acceptable to Landlord/Manager within thirty (30) days of his or her occupancy. Stabilizing devices, blocking or other type of support acceptable to the Landlord/Manager may be used.
5. Tenant must install permanent steps with railing at the front and rear of his or her Home within ninety (90) days of his or her occupancy.
6. Tenant must affix his or her lot number to the front of the Home in 4 – 6 inch high numbers.
7. All new Tenants must be registered with the Management before moving into the Park and complete the new occupancy agreement.

## B. MANUFACTURED HOME AND SITE OF EACH TENANT

1. The manufactured Home and site shall be attractively maintained by the Tenant and shall comply with all applicable laws, ordinances and regulations of the Province, District and Municipality, and Almond Gardens Mobile Home park rules as from time to time may be amended
2. Additions or alterations: Any additions or alterations to the manufactured Home require a building permit and the written permission of the Landlord/Manager before commencement of any work. Please submit drawings to the Landlord/Manager for approval. No alterations or changes by the Tenant to the Site's ground level are permitted. All projects are to be completed within 60 days of starting and must complement Home in colour, size and exterior finish. Any structure or additions to the Home must be at least 20 feet from any other mobile home or such distance as may from time to time be required by local authorities, or as set out in the prior written approval of the Landlord/Manager. Tenant must permit Landlord/Manager to enter the lot at all reasonable times for the purpose of inspection of such repair, alteration or addition.
3. Landscaping & Fencing: Any fencing, plants, shrubs or trees that are present now or are added in the future are and remain the responsibility of the Tenant and must be maintained in good condition by the Tenant at the Tenant's cost. Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Landlord/Manager. The Landlord/Manager must first approve any tree pruning by the Tenant. The Landlord/Manager reserves the right to remove or prune any tree or shrub on the Site or in the Park. All fencing must be stained or painted to prevent deterioration, and be maintained annually. Please note that planting areas are restricted because of the septic field and underground services.
4. Storage Shed: one storage shed outside the Home shall be allowed provided it is placed on lot location approved by Landlord/Manager. It may not exceed 140 sq. ft. in size and must be finished on the exterior with material and colour to complement Home.
5. Clothes Drying: Clothes drying is permitted on the Site only on an umbrella type clothes line/drying in an inconspicuous location. Pole location must be approved in advance by the Landlord/Manager to avoid damage to utilities.
6. Services: Tenants must ensure that water lines, pipes and taps have thermostatically controlled electric heat tape strapped securely in place over the entire exposed length. Tenants are responsible for the expense of replacing or servicing water, sewer, electric or television connections, if required, due to negligent or improper use by Tenant. Home must be heated with a natural gas furnace unless Tenant obtains the prior written approval from the Landlord for other types. Heating the mobile with wood will not be an option. TV hookup is available to all spaces.

7. To protect underground utilities, check with Landlord/Manger prior to digging any holes.
8. Water: Please use water responsibly. Excessive use of water is not permitted such as washing of streets, commercial vehicles, guest vehicles or overnight watering of lawns (please hand water flower gardens and shrubs).
9. Inspection and repairs: The Landlord may enter the Site during reasonable hours with at least 24 hours notice, or at any time during an emergency, to inspect with regard to compliance with these Rules and with the law, or to erect, use and maintain pipes and conduits in and throughout the Site, as the Landlord may deem necessary or desirable and to take all material onto the Site as may be required.
10. Septic Tanks: In order to avoid problems with septic tanks, we ask for your cooperation. Please do not allow tissue, paper towels, napkins, disposables, tea or coffee grounds, cooking fat, etc. into the septic system.

### **C. GUESTS**

1. The Tenant assumes full responsibility for his/her guests' conduct and behaviour, and will be held liable for any and all damages caused by him/her, all guests or servants or others that occur within the Park.
2. No person not named in the Lease as Tenant may reside in a Home for more than two weeks unless having prior written approval of the Landlord/Manger for this purpose and must be formally registered.
3. No more than four persons may temporarily or permanently reside in a Home at any time.

### **D. GARBAGE**

1. Garbage will be collected weekly; 2 bag limit. Garbage must be placed in plastic bags confined within an enclosure and regularly stored in an inconspicuous location.
2. The Park does not provide recycling pickup, but the regional district will pick up recycling on every second Friday if placed to North on main park entrance road, or each Tenant may make his/her own arrangements.
3. No burning of trash, leaves or other materials is allowed in the Park or on the Site.

### **E. PETS**

1. The Landlord/Manger controls the pet population. No pet, whether mammal, bird, reptile, insect or arachnid may be brought into the Park or acquired after occupancy commences without the prior written approval of the Landlord/Manger . The maximum allowable pets per Home are two.
2. All pets must be spayed or neutered.
3. The maximum height a pet can reach when full grown is 12 inches at the front shoulders.
4. Any pet approved by the Landlord must be kept on a leash.
5. No unsupervised chaining or tethering of dogs will be permitted.
6. Landlord/Manger may, at any time, withdraw its approval of any pet of Tenant. Landlord/Manger shall not be required to give any reason for its withdrawal. If Landlord/Manger withdraws its approval, Tenant shall remove the pet in question within 48 hours of receiving notice of Landlord/Manger withdrawal of its approval.
7. Breeds of animals that are considered to be vicious or are restricted by any bylaw or regulatory agency will not be permitted to be in the Park or on the site under any circumstances.
8. Exotic pets are not allowed for the protection of all Park residents.
9. Quiet pets (cats and dogs included), under control are welcome and must be kept on a leash at all times when outside the Tenant's Home or the Tenant's fenced yard. It is the responsibility of the Tenant pet owner to clean up after his pet and to keep the pet off the sites of other tenants. Pet owners are responsible for any and all damage done by their pets, either to their manufactured Home site, the Park's common property or the property of other tenants or their guests.
10. Absolutely no pets are allowed in Park buildings except animals certified under the Guide Animal Act.
11. Breeding of pets or keeping of livestock or poultry are not permitted.
12. Considering the potential disturbance and mess, the Tenant agrees not to encourage or feed wild animals in or near the Park.

### **F. EXTENDED ABSENCES**

1. Tenants planning to be away on vacation or extended absence should:
  - a. Notify the Landlord/Manger of expected departure and return dates
  - b. Provide post-dated rental cheques for the period
  - c. Arrange for maintenance of their lawn and Home site, and advise the neighbours
  - d. Provide emergency contact information to Landlord/Manger.

## **G. VEHICLES**

1. A maximum of two (2) licensed and insured vehicles in good repair and appearance will be allowed per Lot and are to be parked in the driveways provided, not in areas designed for lawns or landscaping.
2. Major repairs are not to be done in the Park. No trucks larger than One Ton are permitted. The Park may charge \$30.00 extra per month for misuse of parking.
3. When space is available, campers, boats, small trailers, motor homes, etc. are to be stored in the designated storage area. This will be on a first come first served basis. When the space is not available and does not meet Tenant's satisfaction, it will be Tenant's responsibility to find space off the Park property at his/her expense.
4. The speed limit in the Park is 20 km per hour. Pedestrians and bicycles have the right of way.
5. Noisy vehicles including but not limited to motorcycles, snowmobiles, all-terrain vehicles, hot rods or other disturbing conveyances are not allowed in the Park.

## **H. GENERAL CONDUCT**

1. Tenants must respect the rights and privacy of other Tenants at all times. The Landlord/Manger shall have the right to terminate the Tenancy Agreement for repeated violations.
2. The Park maintains quiet hours from 10:00 pm through to 8:00 am. All noise, in particular noise from entertainment equipment or machinery, must be curtailed during these hours so as not to disturb neighbours.
3. Loud and annoying parties are not allowed at any time and Tenants are responsible for the conduct of their guests at all times while they are in the Park.
4. Abusive or offensive language is also prohibited in the Park.
5. No person is allowed to trespass on another Tenant's site without that Tenant's permission, except in an emergency.
6. No skateboarding or rollerblading/skating is permitted in the Park.
7. The discharge of firearms, pellet guns, slingshots, bow and arrows, spud guns, etc. is not permitted in the Park.

## **I. COMMERCIAL ENTERPRISES**

1. No selling, soliciting, peddling or commercial enterprises are allowed within the Park without first obtaining written consent from the Landlord/Manger.
2. No signs or advertisements of any nature may be displayed by the Tenant within the site area or on any area of the Park except as designated by the Landlord's/ Manager.

## **J. MAINTENANCE OF THE SITE AND LANDSCAPING**

1. The Tenant must maintain the Site, the landscaping and the Home in good repair and in a neat, clean and sanitary condition. Maintenance of improvements is entirely the responsibility of the Tenant, and the Landlord/Manger is not responsible or liable in any way for their repair, safety, construction standards, or future condition. Unless otherwise specified in a written agreement between the Tenant and the Landlord/Manger, the Tenant is responsible for expenses and maintenance of (a) the Tenant's dwelling unit, skirting and additions; (b) the utility connection lines from the Park's service points to the manufactured Home; (c) setup, blocking and periodic leveling of the manufactured Home and additions; (d) the Site's landscaping, fencing, rock walls, driveways or other improvements.
2. In order to protect the property values of the other homes in the Park, maintenance work not completed by the Tenant within 15 days of receipt of a final notice from the Landlord/Manger to do so may be completed by the Landlord/Manger or his delegate, and the Tenant shall reimburse the Landlord/Manger for the actual cost of such work plus a 20% administration fee.

## **K. VIOLATIONS OF PARK RULES, COMPLAINTS, SUGGESTIONS, ETC.**

1. The majority of the Park residents support these rules, and reasonable people will adhere to them for the common good. Complaints should be made in writing to the Landlord/Manger. Your suggestion and input are welcome. Infractions of regulations will be dealt with as follows:
  - a. Original complaint to the Park Manager in writing;
  - b. Park Manager verbally lodges with complaint with the resident(s) involved;
  - c. Failing compliance, the Tenant will be notified in writing
  - d. Failure to comply may lead to termination of the Tenancy Agreement.
2. Any breach of these Park Rules by the Tenant will be considered a breach of a material term of the Tenancy Agreement, and may result in a Notice to End Tenancy or other penalty as provided by the Manufactured Home Park Tenancy Act and MHPT Regulations.

## **L. LIABILITY & INSURANCE**

1. The Tenant acknowledges that the use of common areas by themselves and their guests are entirely at their own risk. Furthermore, the Landlord/Manger is not responsible or liable for damage, injury, or loss by accident, theft or fire to either the property or person of residents or their guests. This will be considered full notification that the Tenant will be held liable for any and all damage caused by themselves, guest or others, and that the Tenant assumes all such responsibility.
2. Liability insurance at the minimum amount of \$1,000,000.00 is a requirement for your mobile unit to be parked in the Almond Gardens Mobile Home Park. The tenant shall supply proof of this insurance for the mobile upon request of the Landlord/Manger. Failure to supply the said insurance document or failure to ensure that adequate insurance coverage is in place is a material breach of your tenancy agreement and entitles Landlord/Manger to terminate your tenancy agreement.

## **M. HOME SALES**

1. Before listing a Home for sale, the Owner of the Home to be sold must notify the Landlord/Manger. At this time the Tenant will be provided with the information to proceed with the sale (i.e. Park Rules, and whether the mobile home will be allowed to remain in the park after completed sale).
2. For Sale" signs are to be located on the communal board for the Park. They are not permitted on individual mobile Homes or the property thereof.
3. Upon receiving serious offer the realtor must schedule a question and answer meeting with manager and all parties involved to ensure all are aware of accepted park practice.
4. A mobile home that has been successfully purchased by a new owner cannot be rented out or sublet to a tenant or second party.
5. When a Home is sold, the new Owner/Tenants are to be registered with the Park Manager before moving into the Home or the Park. The Landlord/Manger will be giving the homeowner a written notice of work to be completed to update Home, decks, shed, etc. These updates are to bring the Home and additions to meet the standards set down for the Park.
6. The new tenant must complete the Application for tenancy form and return back to manager before date of occupancy.
7. All contact information regarding the new tenant must be passed on to manager in writing before date on occupancy.
8. The owner at time of sale must complete an the Surrender of tenancy agreement and return back to manager
9. The new owner must provide the Landlord/Manger with proof of the liability insurance for the Mobile home.

## **N. LEAVING THE PARK**

1. Rent is payable to the end of the month in which the Tenant moves out.
2. The tenant must complete the Surrender of tenancy agreement and return back to manager.
3. Upon leaving the Park, Tenant must leave lot clean and in good condition. If Landlord is obliged to clean or repair any part of the lot, Tenant shall be required to pay for such work at the actual cost to the Landlord plus a 20% administration fee.

## **O. GENERAL**

1. If any provision of the Tenancy agreement or Park Rules is held invalid, illegal or unenforceable by a court or any other tribunal of competent jurisdiction, that provision shall be deemed to be severed and have no further force and effect. All other provisions of these Park Rules shall remain in full force and effect. Situations or conditions not covered by these Park Rules or by the Tenancy Agreement should be reviewed with the Landlord/Manger prior to proceeding.

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B.C. V0H 1H4***

***Call Toll Free at 1-866-468-4989 or locally 250-443-4125***

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