

## RENT DEFERRAL AGREEMENT

THIS AGREEMENT is made as of (“Date”)

BETWEEN

(“Name of the tenant of tenants as it appears on the rental agreement”)  
(“Address of Rental Unit Currently Rented by the Tenant”)

(hereinafter referred to as the “Tenant”)

AND

(Name of Landlord as it appears on the rental agreement, or otherwise if there  
has been an assignment)  
(Landlord address (could be property manager address))

(hereinafter referred to as the “Landlord”)

WHEREAS:

- A. The Landlord and the Tenant have entered into a Tenancy Agreement dated (“add DATE of tenancy agreement here”), a copy of which is attached hereto (the “Tenancy Agreement”) where the Tenant has agreed to rent residential premises civically described as (“add civic address here”) (the “Unit”)
- B. The current monthly rent payable for the Unit described in the Tenancy Agreement is \$\_\_\_\_\_ (the “Rent”);
- C. The Province of British Columbia is facing a health emergency as a result to the COVID-19 pandemic (“COVID-19”);
- D. That as a result of COVID-19, the Tenant is facing economic challenges;
- E. The Tenant has requested that the Landlord defer the Rent due or coming due and owing to the Landlord.

**THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. That it is a material term of this agreement that the Tenant's representations regarding the Tenant's employment or ability to generate income are true.
2. The Tenant understands and agrees that rent deferral from this Landlord is only available if the Tenant has suffered a loss of earnings or income as a result of COVID-19.
3. The Tenant represents that the one or more of the following truly and accurately describes the Tenant's employment status or income generating status such that the Tenant is not able to pay Rent as the Rent becomes due to the Landlord as a result of COVID-19 (check box):

The Tenant's employment has been terminated; or

The Tenant has been laid off from their employment; or

The Tenant's hours of employment have been significantly reduced; or

The Tenant is a self-employed and has had their business income significantly reduced; or

A person who the Tenant relies upon to either pay or assist in paying the rent has had their employment or income earning capacity eliminated, reduced or significantly reduced; or

Other (Please describe): \_\_\_\_\_

4. Further, the Tenant represents that the Tenant, if the Tenant is eligible, has, or will apply for the Provincial Government \$500/month rental supplement which is payable by the Provincial Government directly to the Landlord (or a variation of the same Provincial Government program as it is from time to time)(the "Rental Supplement") and will provide proof of that application to the Landlord on reasonable notice, if requested.
5. The Tenant understands and agrees that the Landlord is relying on the representations of the Tenant as an inducement to enter into this agreement.
6. The Tenant further understands and agrees that the Tenant is under a positive obligation to advise the Landlord immediately should the Tenant's employment or income generating ability change such that the Tenant no longer requires rent deferral.
7. Should the Landlord determine that the information provided by the Tenant to induce the Landlord to enter into this Agreement is not true or correct or later becomes

inaccurate due the failure of the Tenant to report as required herein, then the Landlord, in the absolute discretion of the Landlord, may immediately terminate this Agreement by giving notice to the Tenant as provided herein and this Agreement shall come to an end and all Rent agreed to be deferred, if any, shall immediately become due and payable under the terms of the Tenancy Agreement.

8. The Tenant understands and agrees that the Rent must be paid to the Landlord under the terms of the Tenancy Agreement on or before ("Month") 1, 2020.

9. Based on the representations made by the Tenant, the Landlord is prepared to defer payment of the Rent in the amount of \$\_\_\_\_\_ (the "Deferred Rent") as follows (check one box):

Commencing \_\_\_\_\_, the Tenant will pay to the Landlord the amount of \$ \_\_\_\_\_ every month on the first day of the month in addition to the Rent until such time as the entire amount of the Deferred Rent is paid in full (the "Periodic Payment", or

The Deferred Rent will be paid in full by \_\_\_\_\_ .

10. The Rental Supplement actually received by the Landlord will be credited against the Deferred Rent payable by the Tenant under this agreement. In the case of Periodic Payments, the Rental Supplement will be credited against the last payments toward the Deferred Rent.

11. Should the Tenant fail to pay any portion of the Deferred Rent as required herein, the Landlord, in its absolute discretion, may immediately terminate this Agreement by giving notice to the Tenant as provided herein and the Tenant shall be deemed to be in arrears under the terms of the Tenancy Agreement and the Landlord may immediately avail itself of any remedy available to the Landlord under the *Residential Tenancy Act*.

12. Should the Tenancy Agreement be ended by either the Landlord or the Tenant for any reason whatsoever, then the parties agree that any unpaid Deferred Rent shall become due and payable by the Tenant immediately on an accelerated basis.

13. The Tenant understands and agrees that this Agreement applies only to the Rent due and owing for the month of \_\_\_\_\_, 2020 and does not apply to any rent owed in subsequent months.

14. Further, the Tenant understands and agrees that the Landlord is under no obligation whatsoever to extend this agreement or to offer similar rent deferrals in subsequent months even if the Tenant continues to be unable to pay the Rent or Deferred Rent
15. This Agreement may be amended, but only if consented to in writing by both parties.
16. This Agreement shall be binding upon the parties, their executors, administrators, and successors and permitted assigns.
17. All notices and other communications (collectively "Notices") required or permitted under this Agreement shall be in writing and shall be given to each party at its address set forth in this Agreement or at such other address as hereafter specified as provided in this Agreement. All Notices shall be:

- i. sent by electronic mail (email), or
- ii. regular mail, postage pre-paid; or
- iii. In the case of the Tenant, by posting to the door of the Unit.

18. Notices shall be deemed to be given

- i. if sent by electronic mail to the email address noted below, three (3) clear days after the transmission of the Notice, or
- ii. if by ordinary mail, three (3) clear days following the mailing of the Notice; or
- iii. When the Notice is posted to the door of the Unit.

19. Notices to the Parties shall be sent to the following addresses:

To the Tenant:

To the Unit

Email:

To the Landlord:

(Name)

(Address)

ATTN:

E-Mail:

The Parties have executed this Agreement by the signature and/or by signature of their authorized representatives on the \_\_\_\_ day of \_\_\_\_\_, 2020.

**THE TENANT:**

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Signature 1: Name

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Signature 2: Name

**Authorized signatories for LANDLORD:**

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Signature

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Name and Position

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Signature

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Name and Position