

## **Cranberry Mobile Home Park**

### **Rules and Regulations**

Updated – May 2023

All reasonable means have been taken to ensure that your residency is pleasant and enjoyable. Our rules and regulations are published to contribute to everyone's safety and privacy.

All tenants and occupants of the park are subject to all the terms and conditions of their Tenancy Agreement and the Rules and Regulations set forth herein. Additionally, all residents and their guests must observe rules that may be posted in the park.

1. **Mobile Home Site of Each Tenant.** Mobile homes and sites shall be attractively maintained by the Tenant and shall comply with all applicable laws, ordinances, and regulations of the Province, District and Municipality as are from time to time amended. Any additions or alterations to the mobile home require a building permit and the written permission of the landlord before commencement of any work. No alterations or changes by the tenant to the site ground level are permitted.
  - a. **Landscaping, fencing, additions, sheds:** 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 by the tenant at the tenant's cost (i.e., pruning of trees, cleanup of storm blow downs). Removing or adding to the fencing, shrubs and trees on the site requires the prior written permission of the Landlord.
    - i. Fences must be no higher than 4ft, use proper square fence posts and 1" x 4" pickets are preferred. Paint should coordinate with mobile home colour.
    - ii. An addition on a mobile home must be finished in vinyl siding to match or coordinate with existing building.
    - iii. A shed is preferred to be sided in matching vinyl as well, or if wood, painted to match/coordinate with existing building.
  - b. **Clothes Drying:** Clothes drying is permitted on the mobile home pad only on an umbrella type clothesline/dryer in an inconspicuous location. Pole location must be approved to avoid damage to utilities.
  - c. **Services:** Tenants must ensure that the 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, electrical or television connections, if necessary, because of negligent or improper use by tenants. To protect underground utilities, check with management prior to digging any holes.
  - d. **Inspection and Repairs:** Landlord may enter upon the premises during reasonable hours with 24 hours notice, or at any time during an emergency, to inspect with regard to enforcement of these rules, or to erect, use, and maintain pipes and conduits in and through the premises as the landlord may deem necessary or desirable, and to take all material into and upon the premises as may be required.
  - e. **Barbecues:** Outdoor barbecues in proper containers are allowed. No other fires of any kind are permitted.
  - f. **Firewood:** If your home has a permitted wood heating system installed, firewood must be stored in a discreet area in your yard or in a woodshed.
2. **Guests.** The tenant assumes full responsibility for their guest conduct and behaviour and will be held liable for all damages caused by them that occur in the park. Persons under 18 are not allowed in the recreational areas without an accompanying adult. No vehicle or tent camping is permitted on a mobile home site.
3. **Pets.**
  - a. All pets require approval by the management. A separate Pet Policy, available from the Manager, must be completed prior to animals being brought into the park.
  - b. For the comfort of all park residents, pets that are noisy, unruly or who cause complaints will have to be removed from the park.
  - c. Dog owners must have a fenced area for their pet within the limits of their site rental area.
4. **Extended Absences:** Tenants planning to be away for more than 10 days must inform the landlord of such absences and ensure that they have provided for rent payments if their absence falls within a rental payment period. The tenant must arrange for maintenance of their lawn and home site.
5. **Vehicles:** Pedestrians and bicycles have the right of way. The speed limit in the park is 10 km per hour. Exceeding the speed limit is dangerous and the limit shall be enforced. Noisy vehicles, motorcycles, snowmobiles, hot rods, ATV's, dirt bikes or other disturbing conveyances are not allowed in the park. Only 2 licensed and operational vehicles shall be permitted per site parking area. Unlicensed vehicles are not allowed on the park streets or on lawns at any time. (This means that if you have a broken-down vehicle, it cannot be stored on the property).

6. **Commercial Enterprises:** No selling, soliciting, or commercial enterprises are allowed within the park without first obtaining written consent from the landlord.
7. **Garbage:** Picked up by village provided bins only. Please ensure garbage is secured in plastic bags inside the bins.
8. **General Conduct:** The rights and privacy of each tenant must always be respected. Tenants are required to keep noise levels, from any source to a minimum, especially between the hours of 11:00 p.m. and 8:00 am. Loud parties are not allowed at any time and tenants must control their guests. Abusive or offensive language is also prohibited in the park. Violations may lead to eviction.
9. **Violations of Rules and Regulations, Complaints, Suggestions, Etc.** The landlord encourages the direct communication of violations of any rules and regulations between tenants themselves. Reasonable people will adhere to them for the common good. Official complaints should be made to the manager in writing. Your suggestions and input are welcome. Any breach of these 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 your tenancy.
10. **Subletting of Mobile Home:** Most of the residents of this park have chosen to purchase homes here because this is an “owner occupied” park. Therefore, to protect the rights and expectations of the other park residents and the values of all the homes in the park, no renter or sub-tenants are permitted without approval. A tenant cannot rent out any part of this property as an Airbnb type short-term rental or storage/garage use. Any guest of a tenant who stays longer than 14 days will be deemed an occupant, and all occupants must be approved by Management.
11. **Liability:** The tenant acknowledges that the use of common areas by themselves and their guests are entirely at their own risk. Furthermore, the landlord 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 tenants will be held liable for all damage caused by him/herself or their guests, and that the tenant assumes all such responsibility. Parents will adequately supervise their children at the playground, and keep bicycles and other toys off the roadways. Children may use the playground at their own risk.
12. **Home Sales:** Before listing a home for sale, the owner of the home to be sold must notify the landlord. You will be provided with the information needed to proceed with the sale (Application for Tenancy, Rules and Regulations).
13. **Property Management:** Rustic Luxury Home Services has been hired to manage the Park and to act as agent for the owner. Please refer concerns and questions to Jen Applebaum, Property Manager, at [Jen@rusticluxury.ca](mailto:Jen@rusticluxury.ca), 250-566-1323, Box 397, Valemount BC, V0E2Z0.
14. **Monthly site rental payments.**
  - Rent includes municipal water and garbage utility taxes, and the on-site septic waste system.
  - Rent is due by the end of business on the 1st business day of each month. **A \$20 late charge will be added to any unpaid rent on the 3rd day from the rent due date.**
  - If rent is paid by *cheque*, rent cheques will be made payable to the Manager at “Rustic Luxury Home Services”. There will be a charge of \$25 for returned cheques, payable immediately to the Manager, along with cash rent and any late fees accrued. There is a Dropbox available for document and cheque drops outside the office.
  - *Epayment* through the Buildium management website. Epayments incur a convenience fee of \$2.50 per occurrence and can be set for automatic monthly recurring withdrawal from your bank account.
  - *Interac Etransfer* to [payments@rusticluxury.ca](mailto:payments@rusticluxury.ca) - this has been set up with auto-deposit, so no password is required.

15.

a. \_\_\_\_\_  
**Tenant** **Landlord**

b. \_\_\_\_\_ **Date** \_\_\_\_\_ **Date**