



CHAPTER 307.

An Act respecting the Short Form of Leases.

HIS MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of British Columbia, enacts as follows:—

Short title.

1. This Act may be cited as the “Short Form of Leases Act.” R.S. 1936, c. 263, s. 1.

Interpretation.

2. In this Act, unless the context otherwise requires:—

“Lands” shall extend to all tenements and hereditaments of freehold tenure, or any undivided part or share therein respectively:

“Parties” shall include any body politic, or corporate, or collegiate, as well as an individual. R.S. 1936, c. 263, s. 2.

Effect of lease made according to First Schedule and Column I of Second Schedule.

3. Where a lease of lands made according to the form in the First Schedule, or any other lease of lands expressed to be made in pursuance of this Act, or referring thereto, or expressed to be made in pursuance of the “Leaseholds Act,” or referring thereto, contains any of the forms of words contained in Column I of the Second Schedule, and distinguished by any number therein, such lease shall have the same effect and be construed as if it contained the form of words contained in Column II of the Second Schedule, and distinguished by the same number as is annexed to the form of words used in such lease; but it shall not be necessary in any such lease to insert any such number. R.S. 1936, c. 263, s. 3.

Lease to include all houses and appurtenances.

4. Every such lease, unless any exception is specially made therein, shall be held and construed to include all outhouses, buildings, barns, stables, yards, gardens, cellars, ancient and other lights, paths, passages, ways, waters, watercourses, liber-

ties, privileges, easements, profits, commodities, emoluments, hereditaments, and appurtenances whatsoever to the lands and tenements therein comprised, belonging, or in anywise appertaining. R.S. 1936, c. 263, s. 4.

Taxation of bills for preparing leases.

5. In taxing any bill for preparing and executing any lease under this Act, the taxing officer, in estimating the proper sum to be charged therefor, shall consider not the length of the lease, but the skill and labour employed and responsibility incurred in the preparation thereof. R.S. 1936, c. 263, s. 5.

Lease failing to take effect by this Act to be as valid as if Act not passed.

6. Any lease or part of a lease which fails to take effect by virtue of this Act shall nevertheless be as valid and effectual, and shall bind the parties thereto, so far as the rules of law and equity will permit, as if this Act had not been passed. R.S. 1936, c. 263, s. 6.

Schedules and directions to form part of Act.

7. The Schedules and the directions and forms therein contained shall be deemed parts of this Act. R.S. 1936, c. 263, s. 7.

Covenants not to assign or sublet to run with land.

8. (1) Unless an exception is specially made therein, all covenants not to assign or sublet without leave entered into by a lessee in any lease under this Act shall run with the land demised, and shall bind the heirs, executors, administrators, and assigns of the lessee whether mentioned in the lease or not.

Proviso for re-entry to apply to both affirmative and negative covenants.

(2) The proviso for re-entry contained in the Second Schedule shall, when inserted in a lease, apply to a breach of either an affirmative or negative covenant. R.S. 1936, c. 263, s. 8.

SCHEDULES.

FIRST SCHEDULE.

(Sections 3, 7.)

This Indenture, made the day of , one thousand nine hundred and [or other year], in pursuance of the "Short Form of Leases Act," between [here insert the names of the parties and recitals (if any)], witnesseth that the said [lessor or lessors] doth [or do] demise unto the said [lessee or lessees], his [or their] executors, administrators, and assigns, all, etc., [parcels], from the day of , for the term of thence ensuing, yielding therefor during the said term the rent of [state the rent and mode of payment, also the covenants to be inserted].

In witness whereof the said parties hereto have hereunto set their hands and seals. R.S. 1936, c. 263, 1st Sch.

SECOND SCHEDULE.

(Sections 3, 7.)

DIRECTIONS AS TO THE FORMS IN THIS SCHEDULE.

1. Parties who use any of the forms in the first column of this Schedule may substitute for the words "lessee" or "lessor" any name or names [*or other designation*]; and in every such case corresponding substitutions shall be taken to be made in the corresponding forms in the second column.

2. Such parties may substitute the feminine gender for the masculine, or the plural number for the singular, in the forms in the first column of this Schedule, and corresponding changes shall be taken to be made in the corresponding forms in the second column.

3. Such parties may fill up the blank spaces left in the forms 6 and 7 in the first column of this Schedule so employed by them with any words or figures; and the words or figures so introduced shall be taken to be inserted in the corresponding blank spaces left in the corresponding forms in the second column.

4. Such parties may introduce into or annex to any of the forms in the first column any express exceptions from or express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column.

5. Where the premises demised shall be of freehold tenure, the covenants 1 to 13, inclusive, shall be taken to be made with, and the proviso 14 to apply to, the heirs and assigns of the lessor; and where the premises demised shall be of leasehold tenure, the covenants and proviso shall be taken to be made with and apply to the lessor, his executors, administrators, and assigns.

6. Such parties may introduce into any lease such other or further covenants, powers, and provisions as may be agreed upon between them.

COLUMN I.

COLUMN II.

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| 1. That the said [lessee] covenants with the said [lessor] to pay rent; | 1. And the said lessee doth hereby for himself, his heirs, executors, administrators, and assigns, covenant with the said lessor that he, the said lessee, his executors, administrators, and assigns, will, during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever; |
| 2. and to pay taxes; | 2. and also will pay all taxes, rates, duties, and assessments whatsoever, whether parochial, municipal, parliamentary, or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor, on account thereof, except such taxes, rates, duties, and assessments which the lessee is by law exempted from; |
| 3. and to repair; | 3. and also will, during the said term, well and sufficiently repair, maintain, pave, empty, cleanse, amend, and keep the said demised premises, with the appurtenances, in good and substantial repair, and all fixtures, and things thereto belonging or which at any time during the said term shall be erected and made, when, where, and so often as need may be; |
| 4. and to keep up fences; | 4. and also will from time to time, during the said term, keep up the fences and walls of or belonging to the said premises, and make anew any |

COLUMN I.

COLUMN II.

5. and not to cut down timber;

6. and to paint outside every year;

7. and paint and paper every year;

8. and to insure from fire, in the joint names of the said [*lessor*] and the said [*lessee*];

to show receipts;

and to rebuild in case of fire.

9. And the said [*lessor*] may enter and view state of repair, and that the said [*lessee*] will repair according to notice.

parts thereof that may require to be new-made, in a good and husband-like manner, and at proper seasons of the year;

5. and also will not, at any time during the said term, hew, fell, cut down, or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down, or destroyed, without the consent in writing of the lessor, any timber or timber trees, except for necessary repairs or firewood, or for the purpose of clearance, as herein set forth;

6. and also that the said lessee, his executors, administrators, and assigns, will in every year in the said term paint all the outside wood-work and iron-work belonging to the said premises with two coats of proper oil colours, in a workman-like manner;

7. and also that the said lessee, his executors, administrators, and assigns, will in every year paint the inside wood, iron, and other works now or usually painted with two coats of proper oil colours, in a workmanlike manner; and also repaper, with a paper of a quality as at present, such parts of the premises as are now papered; and also wash, stop, whiten, or colour such parts of the said premises as are now plastered;

8. and also that the said lessee, his executors, administrators, and assigns, will forthwith insure the said premises hereby demised to the full insurable value thereof, in some respectable insurance office, in the joint names of the said lessor, his executors, administrators, and assigns, and the said lessee, his executors, administrators, or assigns, and keep the same so insured during the said term; and will, upon the request of the said lessor or his agent, show the receipt for the last premium paid for such insurance for every current year; and as often as the said premises hereby demised shall be burnt down or damaged by fire, all and every the sums or sum of money which shall be recovered by the said lessee, his executors, administrators, or assigns, for or in respect of such insurance, shall be laid out and expended by him in building or repairing the said demised premises, or such parts thereof as shall be burnt down or damaged by fire, as aforesaid.

9. And it is hereby agreed that it shall be lawful for the said lessor and his agents, at all reasonable times during the said term, to enter the said demised premises, or any of them, and to examine the condition thereof; and, further, that all wants of reparation which upon such views shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee, his executors, administrators, and assigns, will,

COLUMN I.

COLUMN II.

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| <p>10. That the said [lessee] will not use premises as a shop.</p> <p>11. And will not assign without leave.</p> <p>12. And will not sublet without leave.</p> <p>13. And that he will leave premises in good repair.</p> <p>14. Proviso for re-entry by the said lessor on non-payment of rent, or non-performance of covenants.</p> | <p>within three calendar months next after every such notice, well and sufficiently repair and make good accordingly.</p> <p>10. And also that the said lessee, his executors, administrators, and assigns, will not convert, use, or occupy the said premises, or any part thereof, into or as a shop, warehouse, or other place for carrying on any trade or business whatsoever, or suffer the said premises to be used for any such purpose, or otherwise than as a private dwelling-house, without the consent in writing of the said lessor.</p> <p>11. And also that the said lessee, his executors, administrators, or assigns, shall not, nor will, during the said term, assign, transfer, or set over, or otherwise, by any act or deed, procure the said premises, or any of them, or the term hereby granted, to be assigned, transferred, or set over, unto any person or persons whomsoever, without the consent in writing of the said lessor, his heirs, executors, administrators, or assigns, first had and obtained.</p> <p>12. And also that the said lessee, his executors, administrators, and assigns, shall not, nor will, during the said term, sublet the said premises hereby granted, or any part thereof, to any person or persons without the consent in writing of the said lessor, his heirs, executors, administrators, or assigns, first had and obtained.</p> <p>13. And, further, that the said lessee, his executors, administrators, and assigns, will, at the expiration or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor, his heirs, executors, administrators, or assigns, the said premises hereby demised, with the appurtenances, together with all buildings, erections, and fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear and damage by fire only excepted.</p> <p>14. Provided always, and it is expressly agreed, that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen days after any of the days on which the same ought to have been paid (although no formal demand shall have been made thereof), or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said lessee, his executors, administrators, or assigns, then and in either of such cases it shall be lawful for the said lessor, his heirs, executors, administrators, or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess, and enjoy as of his or</p> |
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COLUMN I.

15. The said [*lessor*] covenants with the said [*lessee*] for quiet enjoyment.

COLUMN II.

their former estate, anything herein contained to the contrary notwithstanding.

15. And the lessor doth hereby, for himself, his heirs, executors, administrators, and assigns, covenant with the said lessee, his executors, administrators, and assigns, that he and they, paying the rent hereby reserved, and performing the covenants hereinbefore on his and their part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the said lessor, his heirs, executors, administrators, or assigns, or any other person or persons lawfully claiming by, from, or under him, them, or any of them. R.S. 1936, c. 263, 2nd Sch.

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