

中共加拿大卑诗省委员会 住房租赁常务委员会

秘书办发〔2026〕1号

关于2026年5月1日“三重一大”会议备忘录（一）

各相关责任人：

常务委员会在2026年5月1日召开“三重一大”专题例会，由王昱晨同志领导，游紫雄同志主持，与会的还有姜委员长皓迪先生和 Guo Ruolong 先生，会议集中审议了关于 1967 W 42nd Ave 项目租赁合同签约前的风险与修订方案。

会议认为，房屋租赁计划已进入法治化、规范化的关键博弈期。针对 Mike 及 Multiple Realty 团队提供的合同草案，必须坚持以《卑诗省住宅租赁法》（RTA）为准绳，坚决维护委员会及全体成员的合法权益。现将会议决定的核心指导意见纪要附件《关于 1967 W 42nd Ave 租赁合同的审阅及建议》随文下发，请各职能部门仔细研究学习，务必落实修订要求。

王昱晨同志在总结讲话中指出：“合同条款字字千金，法律博弈寸步不让。”全体成员要保持战略定力，以这份审阅建议为武器，在谈判中展现委员会的意志。

中共加拿大卑诗省委住房租赁常务委员会

2026年5月1日

住房租赁委员会

— 1 —

附件：

Residential Tenancy Agreement for 1967 W 42nd Ave - Review and Amendments

关于 1967 W 42nd Ave 租赁合同的审阅及建议

Dear Mike and Multiple Realty Team,
亲爱的 Mike 及 Multiple Realty 团队：

Thank you for providing the draft agreement. After reviewing the documents and the licensing information provided, we have the following essential requirements to ensure this tenancy is legally compliant with the BC Residential Tenancy Act (RTA) and the Real Estate Services Act.

感谢提供合同草案。在审阅文件及提供的执照信息后，为确保本次租赁符合 BC 省住宅租赁法（RTA）及 房地产服务法，我们：

1. Verification of Licence Renewal 经纪人执照续期核实

We noticed that the licence information for Haoyuan (Mike) Li shows an expiry date of 30 April 2026. As today is 1 May 2026, the licence appears to have expired. Please provide a copy of the "Licence Certificate" email from BCFSa confirming a successful renewal before we proceed with the execution of the legal agreement.

注意到 Haoyuan (Mike) Li 的执照信息显示 2026 年 4 月 30 日过期。鉴于今天是 2026 年 5 月 1 日，执照已处于过期状态。在签署正式法律协议前，请提供 BCFSa 发出的确认续期成功的“Licence Certificate”邮件副本。

2. Legal Structure: Tenant vs. Occupants 租客与居住者身份界定

We require the following structure for the agreement:

要求 对合同结构进行如下调整：

Tenant: Eric Guo shall be the sole individual listed as the "Tenant" on the main RTA form.

租客： Eric Guo 应为 RTA 主表格上列出的唯一“租客（Tenant）”。

Occupants: The other five individuals (Haodi Jiang, Yuchen Wang, Yanzheng Ni, Si Wu, Max Zi-Xiong You) shall be listed in Clause 20 as "Occupants".

居住者： 其余五人应在 第 20 条 中列为“居住者（Occupants）”。

3. Service of Notice (Clause 40) 通知邮箱抄送

Clause 40 must be updated to include the email addresses of all occupants as CC recipients. This ensures that the actual residents receive all legal notices (e.g., inspection notices, rent adjustments) in a timely and transparent manner.

要求 第 40 条更新，将 所有居住者 的电子邮件列为抄送收件人。这确保了实际居住者能及时、透明地收到所有法律通知（如查房通知、租金调整等）。

4. Security Deposit Compliance (RTA Section 19) 押金问题

The current request for a \$6,900 security deposit is a violation of RTA Section 19(1), which strictly limits the deposit to 1/2 of one month's rent (\$3,450). The lack of a credit score does not grant legal authority to exceed this statutory cap. Please adjust the deposit to the legal limit of \$3,450.

注意 到目前要求 \$6,900 押金违反了 RTA 第 19(1) 条，该条严格规定押金上限为 半个月租金（\$3,450）。缺乏信用记录并非逾越法定上限的合法理由。请将押金调整为法定限额 \$3,450。

5. Term and Liquidated Damages (Clause 19 & RTA 2.C) 租期与违约金

We propose a fixed term of 8 months (ending 30 June 2027), followed by a month-to-month tenancy.

建议 固定租期为 8 个月（至 2027 年 6 月 30 日），之后转为按月续租。

According to RTB Policy Guideline 4, liquidated damages must be a genuine pre-estimate of the cost of re-renting. \$13,800 (two months' rent) is clearly excessive and would be viewed by the Residential Tenancy Branch as an unenforceable penalty rather than legitimate damages.

认为 根据 RTA Section 7(2)，房东有减少损失的义务。我们提出支付一个月租金作为违约金，应当足以涵盖重新招租的行政开支，并应作为解除后续租金责任的对价。要求租客在支付高额违约金后继续承担剩余租期租金，违反了 RTA 关于补偿损失的基本原则。”

6. Guest Rights & Occupancy (Clause 24) 访客与居住权利

Clause 24's restriction on guests staying over two weeks and the "trespasser" designation contradict the tenant's right to "reasonable guests" under the RTA. We also require the right to replace an occupant if one leaves, pursuant to Section 9.1 of the RTA. Furthermore, the language suggesting the Landlord can unilaterally or immediately terminate the tenancy for an alleged breach of this clause is inconsistent with the mandatory notice and dispute resolution procedures required by the Act. Any termination must follow the formal process as set out in the Residential Tenancy Act.

认为 第 24 条对访客超过两周的限制及“侵入者”的定性违反了 RTA 下租客享有“合理访客”的权利。根据 RTA 第 9.1 条，若有居住者搬离，我们要求拥有更换人选的权利。此外，原条款中关于房东可以因涉嫌违反此条款而单方面或立即终止租约的表述，与法律规定的法定通知及争议解决程序相抵触。任何租约的终止必须遵循《住宅租赁法》(RTA) 规定的正式程序。

7. Other Fee and Liability Corrections 杂费与责任修正

Late Fees: Clause 22 must be reduced from \$60 to the legal maximum of \$25.

要求滞纳金（第 22 条）的罚金必须从 \$60 降至法定的 \$25 上限。

Cleaning: Tenants are only responsible for "reasonable cleanliness". Mandatory professional cleaning in Clause 36 should be removed or made the landlord's responsibility.

认可租客仅负责“合理整洁”。

但要求第 36 条强制专业清洁的要求应删除或改为房东负责。

Liability: The broad waiver in Clause 51 is unenforceable, as the landlord remains responsible for health and safety standards under the RTA.

注意到第 51 条的广泛免责条款无效，房东依法承担健康及安全标准的责任。

8. Stakeholder Status (Clause 21 & 48) 押金监管

We request that Multiple Realty Ltd. remains the Stakeholder of the security deposit to ensure funds are protected and returned according to RTA timelines.

要求 Multiple Realty Ltd. 担任押金的利害关系人 (Stakeholder)，以确保资金受到保护并按 RTA 时间表退还。

We believe these points are critical for a transparent and legally sound agreement. We are open to further discussion on these terms and look forward to receiving a revised draft reflecting these standards.

我们认为上述各点对于建立一份透明且具有法律保障的协议至关重要。我们愿就上述条款进行进一步讨论，并期待收到反映这些标准的修订稿。

Best regards,

诚挚地，

Max You

游紫雄

Director of the Secretariat

秘书处主任

Standing Committee on Housing Tenancy of the CPC BC Provincial Committee

中共加拿大卑诗省委住房租赁常务委员会

2026 年 5 月 1 日