

CMHC Account #: _____

MLG #: _____



LIL'WAT NATION

RENTAL HOUSING AGREEMENT

BETWEEN

**LIL'WAT NATION, AS REPRESENTED BY THE HOUSING BOARD
(HOUSING)**

AND

([Collectively, the] TENANT)

ADDRESS

PO Box _____, Mount Currie, BC, V0N 2K0

WHEREAS:

- A. the Lil'wat Nation Housing Board ("**Housing**") is responsible for the operation of Band Rental Housing on behalf of the Lil'wat Chiefs & Council on the Lil'wat Nation ("**LN**") reserve lands; and
- B. the LN has the legal possession of the premises hereinafter described; and

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- C. Housing has agreed that the Tenant may occupy the premises on the Terms and Conditions as set out in this Agreement and in accordance with the housing policies of LN; and
- D. this Agreement does not grant the Tenant any right to ownership of the lands on which the premises are situated.

FOR AND IN CONSIDERATION of the rents, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

1. DEFINITIONS

- Band Member means a person is registered on the Band list of the LN.
- Good Financial Standing has the meaning provided in the LN Financial Administration Law and related policies, as amended or replaced from time to time.
- Housing Coordinator means a person hired by LN to work in the administration of the LN Housing Department under the authority of the Housing.
- Housing Policy means the housing policy of the LN, as amended or replaced from time to time.

2. PREMISES

Housing leases to the Tenant for use and occupation as a residential dwelling the "Premises" known as:

Lot #: _____; House #: _____

No. of Bedrooms: _____ Type: Single Family: _____ Multi Family: _____ Trailer: _____

The Premises include the following appliances:

- 1. Fridge: _____ 2. Range: _____ 3. Washer: _____ 4. Dryer: _____
- 5. Woodstove: _____ 6. Furnace or Heat Pump: _____

3. OCCUPANTS

Only the following individuals are allowed to occupy the premises on a permanent basis (continual residence for a period of 14 or more days).

NAME	AGE	SEX	RELATIONSHIP

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NAME	AGE	SEX	RELATIONSHIP

If the Tenant allows individuals that are not listed above to occupy the Premises on a permanent basis without the approval of Housing, the Tenant will be in Default of this Agreement and under the Housing Policy.

4. TERM

- 4.1 This Agreement shall begin on the 1st day of _____, 20____ and shall terminate either on (i) the 31st day of March, 20____; or (ii) shall terminate in accordance with Sections 4.3, 4.4 or 4.5.
- 4.2 This Agreement shall renew annually subject to the review and approval of Housing and the signing of new paperwork as necessary.
- 4.3 The Tenant may terminate this Agreement by giving 30 days written notice.
- 4.4 This Agreement may be terminated at any time by mutual written consent between the Parties.
- 4.5 This Agreement may be terminated, as set out in Sections 9, 10, 11 and 12.

5. RENT

5.1 Amount of Rent

The rent for the Premises is hereby set at \$_____ per month (“**Rent**”); provided that Tenants who are Social Development Basic Needs recipients will pay Housing the lesser of:

- (a) \$_____ per month; or
- (b) the maximum shelter allowance applicable, less utilities (telephone (basic service), hydro and fuel), where the total allowance for utilities shall not exceed \$_____ per month. The Tenant agrees to cover utility costs over the maximum allowance with funds from other basic needs allowances or funds where allowable.

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For greater certainty, any Tenant who does not qualify for shelter allowance in any given month is responsible to pay Rent in the amount of \$_____ in that month.

- 5.2 The Tenant shall pay the Rent in advance on the first day of each month during the term of this Agreement.
- 5.3 The Tenant shall pay the Rent at the Band Office, or such other place as directed by Housing.
- 5.4 The Rent shall be in the form of cash, money order, cheque, interac or direct deposit (as evidenced by receipt – bank receipts for interac or direct deposit to be provided to Housing within 5 business days). Tenants, who are LN employees, or employees of LN corporations or businesses, agree to have the Rent payments deducted from bi-weekly pay cheque or direct deposits in an amount of 50% of the Rent, with a maximum of two deductions per month.
- 5.5 Any Tenant experiencing a lack of employment from due to job-layoffs, pending employment, part-time employment or other causes will, if needed, request financial assistance from the Social Development Department.
- 5.6 Any Tenant who is employed by the LN, LN organizations and corporations and have rental arrears hereby agree that their wages may be garnished at 30% of gross pay per pay period until all such arrears have been repaid, and that rent payments will be deducted going forward, in accordance with section 5.4 of this Tenant Initials Agreement.
- 5.7 Tenants that are employed by other organizations, corporations and businesses hereby agree that their wages may be garnished at 30% of gross pay per pay period until all such arrears have been repaid and will provide all such necessary consents and any such further agreements as required to facilitate this Tenant Initials garnishment.
- 5.8 Housing may adjust the Rent annually for a period of no less than 12 months on providing three months' notice to the Tenant.
- 5.9 A damage deposit of 50% of the Rent or \$500.00, whichever is greater, is to be paid to Housing prior to move in. At the termination of the tenancy any repairs or cleaning costs will be deducted from the damage deposit. The Tenant will be responsible for all damages and cleaning costs over and above the damage deposit.

6. RESPONSIBILITIES OF HOUSING

Housing will be responsible for all items outlined under “Roles and Responsibilities” in Sections 6.2 to 6.8 and under “Maintenance” in Section 30.4 of the Housing Policy.

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7. RESPONSIBILITIES OF THE TENANT

The Tenant shall be responsible for all items under "Roles and Responsibilities" in Section 6.9 and under "Maintenance" in Section 30.3 of the Housing Policy. Each Tenant is responsible for all Tenant responsibilities including payment of Rent.

8. DAMAGE CAUSED BY VANDALISM OR WILLFUL DAMAGE

8.1 Damage Caused by Vandalism will be repaired:

Where the act of vandalism is reported to Housing and the Stl'atl'imx Tribal Police and/or the RCMP, within 24 hours of its occurrence, or notice of occurrence; and where the subsequent investigation does not result in an association of liability with the Tenant, or guests of the Tenant; the judgment of which association rests with Housing; Tenant will submit police report to the Housing Board.

Housing will undertake the repair of the damage and will pay the insurance deductible, if applicable.

8.2 Where the Tenant is Liable for Damage Caused by Vandalism

Where the Tenant, or guests of the Tenant, are found to be liable for the vandalism damage, the Tenant will be responsible for the cost of repair for the damages; or the Tenant will be responsible for payment of the insurance deductible, if applicable.

Housing will undertake the proper repair and will invoice the Tenant. The Tenant will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to Housing within 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this Agreement, resulting in Default (see Sections 9 and 10).

8.3 Where the Tenant is Liable for Willful Damage

Where the Tenant is responsible for willful damage and preventable maintenance to the Premises, the Tenant will be responsible for the cost of repair for the damages; or the Tenant will be responsible for payment of the insurance deductible, if applicable.

Housing will undertake the proper repair and will invoice the Tenant. The Tenant will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to Housing within 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this Agreement, resulting in Default (see Sections 9 and 10).

All damage to the premises must be reported immediately to Housing, by filling out a "Damage /Repair Report-Work Order".

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9. DEFAULT

The Tenant is in “**Default**” if any of the Tenant’s responsibilities are breached including any violations of the Housing Policy as outlined in Section 34 of the Housing Policy

10. REMEDIES ON DEFAULT

10.1 Notification

If the Tenant is in Default for any reason, Housing will notify the Tenant as to the nature of the Default, the proper remedy for it and the time frame to remedy the Default all in accordance with the Housing Policy. Some Default situations may not be remedied.

10.2 Termination and Eviction

If the Default cannot be remedied, or is not remedied the time specified by Housing as detailed in the Notification, this Agreement will be terminated and eviction proceedings will be commenced against the Tenant in accordance with the Housing Policy.

11. APPEAL

All Appeals must be made in accordance with the Appeals Policy in Section 43 of the LN Housing Policy.

12. EVICTION

The Tenant may be evicted for a Default under this Agreement or violation of the Housing Policy in accordance with the procedures outlined under “Termination of Tenancy” in Section 35 and “Notice to Vacate” in Section 36 of the Housing Policy.

12.1 Eviction Administration Fee

The Tenant will be charged an Eviction administration fee of \$25 when an Eviction notice is served against them. The administration fee, is due and payable, immediately.

13. SUBLET/TRANSFER

Under the Housing Policy no Tenant may sublet the Premises. The Premises may be transferred to another tenant but only with the consent of Housing in accordance with Section 24 of the Housing Policy.

14. MOVE IN / OUT

14.1 Move-In

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Prior to the Tenant moving into the Premises, Housing will repair any damage that has been identified in the previous move out inspection. The Premises will be presented to the Tenant in clean and fully serviceable state.

The Tenant and Housing will undertake a move-in inspection together. Any items identified by the Tenant or Housing and agreed to by Housing at the move-in inspection will be remedied prior to move-in; or where a delay would inconvenience the Tenant, remediation will take place within one month of the move-in.

14.2 Move-out

The Tenant and Housing will undertake a move-out inspection together. Any cleaning or damage noted by Housing or the Tenant will be remedied by the Tenant prior to move-out.

Prior to move-out, the Tenant will ensure that the Premises are clean. If the Premises are not clean, the Tenant may clean them, or Housing will clean the Premises and charge the costs to the Tenant. The Tenant is responsible for the rent on the Premises until the cleaning is complete.

14.3 Tenant will incur the costs for the replacement of all locks to the premises of the Tenant fails to return all keys to the Housing Coordinator.

Any damages must be reported to Housing by filing a damage report. If damages are the responsibility of the Tenant (see Section 8) Housing will make the repairs at the expense of the Tenant. The Tenant is responsible for the rent on the Premises until the repairs are complete.

Cleaning and damage repair costs may be deducted from the damage deposit. Where the costs exceed the amount of the deposit, the Tenant must pay those costs to Housing.

15. OCCUPANCY OF THE PREMISES UPON SEPARATION OR DEATH

15.1 Occupancy Upon Separation

Under the Housing Policy occupancy on separation will be governed by applicable LN or federal marital property laws. Where possible Housing will take into consideration the impact on children of the relationship.

15.2 Occupancy on Death

Any change to occupancy following the death of a Tenant is considered to be a transfer and will be dealt with by Housing in accordance with Section 24 of the Housing Policy.

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16. THE ENTIRE AGREEMENT

- 16.1 The provisions herein constitute the entire agreement between Housing and the Tenant, and supersede all previous agreements, whether verbal or written, between the Parties concerning the Premises and concerning any other uses of the Band houses on the Reserve lands.
- 16.2 **Verbal agreements**, entered into either prior to, or subsequent to, this agreement, have no standing with regard to this Agreement.
- 16.3 This Agreement is subject to any Housing Policies as approved by LN Chiefs and Council from time to time and the Tenant agrees to be bound by any such Housing Policies.
- 16.4 It is expressly understood and agreed by the Tenant that this Agreement does not give the Tenant any ownership rights with respect to the lands on which the Premises are situated.

17. ACCEPTANCE

LN Housing and the Tenant have reviewed, understand and accept the terms of this Agreement.

SIGNED: This the ____ day of _____, 20__ at _____, British Columbia.

_____))
 _____))
 Witness _____))
 Print Name: _____))
 _____))
 _____))
 _____))
 Witness _____))
 Print Name: _____))

TENANT:

 Spouse

HOUSING COORDINATOR,
 for an on behalf of the **Lil'wat**
Nation Chiefs and Council
 and the
Lil'wat Nation Housing Board

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