

**HOMALCO FIRST NATION
RENTAL HOUSING AGREEMENT**



**HOMALCO FIRST NATION
RENTAL HOUSING AGREEMENT**

This Rental Agreement is made on **April 1, 2020** “Agreement”)

BETWEEN:

HOMALCO FIRST NATION (“*HFN*”), an Indian band within the meaning of s. 2 of the Indian Act, R.S.C. 1985, c. I-5, as amended, with an address at: 1218 Bute Crescent, Campbell River, BC V9H 1G5

(the “**Landlord**”)

AND:

Tenant #1	<i>[insert text]</i>	<i>[insert text]</i>
Tenant #2	<i>[insert text]</i>	<i>[insert text]</i>
	Last Name	First Name

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1 TENANT INFORMATION

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Tenant #1			
Full Name:			
Mailing Address:	Bute Crescent Campbell River BC V9H 1G5		
Phone #1:	<i>[insert text]</i>	Email Address:	<i>[insert text]</i>
Phone #2:	<i>[insert text]</i>	Membership/Status #:	

Tenant #2 (if applicable)			
Full Name:			
Mailing Address:	<i>Crescent Campbell River BC V9H 1G5</i>		
Phone #1:	<i>[insert text]</i>	Email Address:	<i>[insert text]</i>
Phone #2:	<i>[insert text]</i>	Membership/Status #:	<i>[insert text]</i>

- 1.1 Where there is more than one person who is a Tenant under this agreement, each Tenant is a Co-Tenant with all the rights of a Tenant under this agreement and is jointly and severally liable for all the covenants, responsibilities, obligations, debts and liabilities of the Tenant in this agreement.

2 THE RENTAL HOME

- 2.1 The Landlord holds the lawful right of possession to the house and property identified as:

<i>[insert text]</i>	Bute Crescent	V9H 1G5
House Number	Street	Postal Code
<i>[insert text]</i>		<i>[insert text]</i>
Lot Number	Number Bedrooms	Dwelling Type

(the “Rental Home”)

3 APPLICATION OF THE HOMALCO FIRST NATION LAWS AND HOUSING POLICY

- 3.1 The Landlord (Homalco First Nation) administers rental housing programs pursuant to the Homalco First Nation Housing Policy (the “**Housing Policy**”), which applies to and forms part of this Agreement. In signing this Agreement, the Tenant agrees to be bound by both the terms of this Agreement of the Housing Policy. In the event of any inconsistency between this agreement and the Housing Policy, this Agreement will prevail.
- 3.2 The Tenant acknowledges and agrees that this Agreement is subject at all times to the laws and bylaws of Homalco First Nation, as amended from time to time (the “First Nation

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Laws”). The Tenant covenants to comply with the First Nation Laws at all times and acknowledges and agrees that contravention of a First Nation Law may constitute a breach of this Agreement. In the event of any inconsistency between this Agreement and a First Nation Law, the First Nation Law will prevail.

4 APPLICATION OF MATRIMONIAL REAL PROPERTY LAWS

4.1 In signing this Agreement, the Tenant acknowledges that the Family Homes on Reserves and Matrimonial Interests or Rights Act (FHRMIRA) applies to all family homes and matrimonial real property on the Homalco First Nation reserve lands, including this Rental Home. The Tenant further acknowledges that an order of a court having jurisdiction made under this law may impact the Tenant’s rights under this Agreement.

5 AGREEMENT TO RENT

5.1 The Landlord agrees to rent the Rental Home to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Agreement, and the Tenant agrees to pay Rent (as defined in paragraph 9.1 of this agreement) to the Landlord and otherwise abide by the terms of this Agreement in exchange for the use of the Rental Home as a dwelling.

5.2 Nothing in this Agreement will be construed as an allotment under s. 20 of the Indian Act, or as the transfer or conveyance of any title, fee, estate or other ownership interest in the Rental Home or adjacent land in any form to the Tenant.

6 CHANGES TO THIS AGREEMENT

6.1 The Landlord may make changes to this agreement from time to time and, subject to paragraph 6.2, any change or addition to this Agreement must be agreed to in writing by the Parties and appended to this Agreement.

6.2 Notwithstanding paragraph 6.1, the Landlord may amend or alter this Agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:

- i) Rent increases in accordance with the Housing Policy;
- ii) withdrawal of, or a restriction on, a service or facility;
- iii) whether to allow pets;
- iv) access for inspections for condition assessments, maintenance, health and safety; and
- v) any change required by order of a decision-making body such as the First Nation’s Appeals Committee, an administrative tribunal (such as the Canadian Human Rights Tribunal) or a court.

7 TERM AND TERMINATION

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- 7.1 The Tenant’s right to occupy the Rental Home starts on the **April 1, 2020** and expires on the 31st of March immediately following that date (the “**Term**”).
- 7.2 Within 30 days prior to the expiry of this Agreement, the Landlord will arrange for a tenancy review meeting with the Tenant to determine whether to renew this Agreement.
- 7.3 The Tenant must participate in a tenancy review meeting to be eligible to renew this Agreement.
- 7.4 Provided that the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy, the Parties may renew this Agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “**Subsequent Term**”), and at the end of each Subsequent Term thereafter.
- 7.5 The Parties may mutually agree in writing to terminate this Agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Home.
- 7.6 The Landlord may terminate this Agreement for cause at any time in accordance with section 15 (Eviction) of this Agreement.
- 7.7 **Tenant Transfers:** Notwithstanding sections 7.1-7.6, the Tenant acknowledges and agrees that, in accordance with the Housing Policy, the Landlord may terminate this Agreement and require the Tenant to transfer to an alternative available Rental Home, or to exchange Rental Home with another Tenant, if the Landlord in its sole discretion and acting reasonably deems such a transfer or exchange to be necessary as a result of an emergency or for ensuring that the Tenant’s Household Composition is in compliance with the National Occupancy Standards.
- 7.8 The Tenant may terminate this Agreement at any time by providing 30 days written notice to the Landlord, such written notice must:
 - i) include the address of the Rental Home;
 - ii) include the date of termination; and
 - iii) be signed and dated by the Tenant.
- 7.9 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days notice of termination, the Tenant must also pay Rent for the month immediately following the month in which notice was given.
- 7.10 The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Home to show the Rental Home to prospective tenants upon 24 hours written notice to the Tenant. The Tenant will be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord’s efforts to enter the Rental Home for this purpose.

8 AUTHORIZED OCCUPANTS

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8.1 Only the following persons are authorized to occupy the Rental Home on a permanent basis (continual residence for a period of 21 or more days):

Full Name	Membership #	Birth Date	Gender
[insert text]		[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]

8.2 The Rental Home will not have more 2 Authorized Occupants than allowed under the National Occupancy Standards, which are appended to this Agreement.

8.3 Each Authorized Occupant over the age of majority and not a signatory to this Agreement will provide the Landlord with a signed copy of the Occupant Covenants which shall be appended to this Agreement.

8.4 The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent will be given in writing and appended to this agreement, along with the amended list of Authorized Occupants and a signed copy of the Occupant Covenants for each of the Authorized Occupants who are over the age of majority.

8.5 The Landlord will not unreasonably prevent the Tenant from having guests in the Rental Home. The Tenant may permit visitors to stay at the Rental Home for a maximum period of 21 consecutive days.

8.6 The Tenant will be responsible for the actions of all Authorized Occupants and guests including damage to the Rental Home or any other violations of this Agreement or the Housing Policy.

8.7 If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Home for more than 21 consecutive days, then the Tenant will be in breach of this agreement and may be evicted for cause in accordance with paragraph 15.2 of this Agreement.

9 RENT

9.1 The Tenant agrees to pay rent in the amount of \$ [insert amount] to the Landlord on or before the 1st day of each month (the “Rent”). This paragraph is subject to any Rent increases given in accordance with this agreement and the Housing Policy.

9.2 The Tenant will pay the first month’s Rent to the Landlord prior to moving into the Rental Home.

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- 9.3 Where the Term begins on a day that is other than the first day of a month, then the Tenant will pay to the Landlord a pro-rated Rent of \$ **[insert amount]** prior to moving into the Rental Home to cover the period beginning on the **[select date]** and ending on the last day of such month.
- 9.4 The Landlord will accept payment by cash, certified cheque, wage deduction or social development transfer.
- 9.5 Payment is to be made at 1218 Bute Crescent, Campbell River, BC V9H 1G5.
- 9.6 No partial payments or post-dated cheques will be accepted without the prior written consent of the Landlord. The acceptance of a partial payment by the Landlord does not waive the requirement for the Tenant to pay the remaining Rent owing.
- 9.7 The Rent includes the following equipment and services (select all that apply):

<input checked="" type="checkbox"/>	Water	<input checked="" type="checkbox"/>	Stove and oven
<input checked="" type="checkbox"/>	Sewer	<input checked="" type="checkbox"/>	Refrigerator
<input checked="" type="checkbox"/>	Garbage pick-up	<input type="checkbox"/>	Carpets
<input type="checkbox"/>	Snow Removal - Elders	<input checked="" type="checkbox"/>	Clothes washer
<input type="checkbox"/>		<input checked="" type="checkbox"/>	Dryer
<input type="checkbox"/>	Other (specify): <i>[insert text]</i>	<input type="checkbox"/>	Other (specify): <i>[insert text]</i>

- 9.8 The Rent does not include internet, hydro, cable or phones.
- 9.9 The Tenant is solely responsible for arranging and paying for any equipment and services not included in the Rent.
- 9.10 If the Tenant receives regular payments of wages or honoraria from the Landlord's payroll, the Tenant must complete an Assignment of Wages Form, as provided in the Housing Policy, to have their Rent deducted directly from their paycheque.
- 9.11 The Landlord may review the Rent each year on the anniversary date of this Agreement and may increase the Rent for the following year.
- 9.12 The Landlord will give the Tenant at least 3 months written notice, before the date any Rent increase is to become effective.

10 SECURITY DEPOSIT

- 10.1 Prior to taking possession of the Rental Home the Tenant will pay to the Landlord a security deposit in the amount of \$ **[insert amount]** (the "Security Deposit").

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- 10.2 Upon receiving payment of the Security Deposit, the Landlord will provide the Tenant with a signed and dated receipt indicating the amount received.
- 10.3 The Security Deposit will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Home unless:
- i) the Tenant does not leave the Rental Home in the condition as required under section 17 (Vacating the Rental Home) of this agreement; or
 - ii) the Tenant agrees in writing to allow the Landlord to keep an amount of the security deposit to cover unpaid Rent or rental arrears or other debts owed by the Tenant to the Landlord under this agreement.
- 10.4 The Landlord is entitled to use the Security Deposit to:
- i) pay for the cost of repairing any damage to the Rental Home not caused by normal wear and tear; and/or
 - ii) subject to written agreement by the Tenant, to cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- 10.5 Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 10.4 will be reimbursed to the Tenant.

11 FAILURE TO PAY RENT / RENTAL ARREARS

- 11.1 The Tenant must pay the Rent on time. Rent is late and in Arrears if the full amount is not paid on or before 4:30pm of the day it is due.
- 11.2 If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Repayment Agreement has been entered into, within the times set out below, the Landlord will send the Tenant a Notice of Breach in the form of:
- i) a First Notice of Arrears 5 days after the Rent was due;
 - ii) a Final Notice of Arrears 15 days after the Rent was due.
- 11.3 A Notice of Arrears under section 11.2 will state:
- i) the amount of the arrears;
 - ii) that the Tenant has to negotiate an Arrears Repayment Agreement with the Landlord or repay the Arrears in full within 15 days of the First Notice of Arrears; and
 - iii) that if the Tenant fails to repay the Arrears or negotiate an Arrears Repayment Plan within the time specified in the Notice of Arrears, the Landlord will terminate this Agreement and evict the Tenant.
- 11.4 The Landlord may charge a reasonable fee to recover administrative costs associated with Arrears collection, including any NSF charges.
- 11.5 The Landlord may charge interest of prime + 1% on outstanding Arrears.

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- 11.6 If the Tenant fails to pay the entire outstanding amount or to negotiate an Arrears Repayment Agreement within the times set out in the Notice of Arrears, the Landlord will send the Tenant an Notice of Eviction in accordance with section 15.
- 11.7 If the Tenant enters into an Arrears Repayment Agreement any scheduled payments made under that Arrears Repayment Agreement are to be paid **in addition** to the normal Rent payments required under this Agreement.
- 11.8 Failure by the Tenant to comply with the terms of an Arrears Repayment Agreement is a failure to resolve outstanding Arrears and the Landlord may terminate this Agreement and issue the Tenant a Notice of Eviction in accordance with section 15.
- 11.9 If the Tenant fails to pay Rent on time more than 3 in one calendar year, the Landlord may terminate this agreement and issue the Tenant a Notice of Eviction in accordance with section 15.

12 USE OF THE RENTAL HOME / PROHIBITIONS

- 12.1 Subject to this agreement, the Tenant will not use, or permit others to use, the Rental Home for any purpose other than as a residential dwelling.
- 12.2 Smoking of any substance whatsoever, including legal tobacco and cannabis products, is not permitted in the Rental Home.
- 12.3 The Tenant will not engage in, nor permit others to engage in, illegal activities, including the sale of drugs (including cannabis), alcohol or any illicit goods or services including bootlegging and loan sharking, in or around the Rental Home. Breach of this section is a severe breach and the Landlord may, in its sole discretion and acting reasonably, terminate this Agreement and serve the Tenant a Notice of Eviction.
- 12.4 The Tenant will not operate, or permit others to operate, a home-based business from the Rental Home without the prior written permission of the Landlord.
- 12.5 The Tenant will not disturb the peace, nor permit others to disturb the peace, in or around the Rental Home.
- 12.6 The Tenant will not keep pets or permit pets to be kept at the Rental Home, except as provided for under this Agreement.
- 12.7 The Tenant will not make any alterations to the Rental Home, or to the use and occupation of the Rental Home, without the prior written permission of the Landlord.

13 PETS

- 13.1 Pets are not permitted inside or outside the Rental Home without the prior written approval of the Landlord, which approval will be in the form of a pet policy addendum, signed by the Landlord and Tenant and appended to this agreement.
- 13.2 The Tenant will submit a Pet Request Form for each pet the Tenant wishes to keep at the Rental Home.

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- 13.3 The Tenant will provide the Landlord with the a pet damage deposit in the amount of \$ **[insert amount]** which will be held in trust by the Landlord and returned to the Tenant in accordance with the terms set out in paragraph 20 of the Pet Policy Addendum attached to this agreement.
- 13.4 The Tenant will be solely responsible for any damage to the Rental Home that is caused by his/her pet(s).

14 SUBLETTING OF THE RENTAL HOME

- 14.1 A Tenant must not sublet the Rental Home.
- 14.2 If a Tenant sublets the Rental Home, it is a breach of this Agreement for which the Landlord may issue a Notice of Breach under paragraph 15.2.

15 BREACH OF CONTRACT / EVICTION

- 15.1 Subject to the terms of this Agreement, if the Tenant fails to perform or observe any of their covenants in this Agreement or in the Housing Policy, or otherwise breaches the terms of this Agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue a Notice of Eviction, and thereupon the tenancy and the Tenant's rights under this Agreement will cease absolutely, without right of re-entry, and the Landlord may re-enter and repossess the Rental Home.
- 15.2 Where the Landlord determines in its sole discretion that the Tenant has breached a covenant under this Agreement, the Landlord will deliver Notice of Breach to the Tenant and the Tenant may resolve the breach within the time and in the manner prescribed in such notice.
- 15.3 If a Tenant fails to resolve a breach in within the time specified in a notice given under section 15.2, the Landlord may deliver a Final Notice of Breach granting the Tenant a further 10 days to resolve the breach, and informing the Tenant that failure to do so will result in termination of this Agreement and eviction.
- 15.4 Notwithstanding paragraph 15.2, the Landlord may, at its sole discretion and without prior notice, terminate this Agreement and evict the Tenant if one or more of the following applies:
- i) the Tenant fails to pay the Security Deposit within 30 days of the execution of this Agreement;
 - ii) the Landlord determines that the Tenant made false declarations on their housing application and was allocated the Rental Home as a result of the false declarations;

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- iii) the Landlord has reasonable cause to believe that the Tenant, an Authorized Occupant and/or guest is engaging in illegal or criminal activities in the Rental Home;
- iv) the Landlord has reasonable cause to believe that the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Home and/or the Landlord’s property within the Rental Home;
- v) the Tenant ceases to be a Homalco First Nation member; or
- vi) the Tenant has received more than 3 Notices of Breach in one calendar year even if the Tenant has corrected the breaches for which the Notices of Breach were issued.

15.5 Upon receiving a Notice of Eviction, the Tenant will have 10 days to vacate the Rental Home and will leave the Rental Home in the condition required under paragraph 18.2 of this agreement.

16 CONDITION ASSESSMENTS

16.1 The Landlord and Tenant will jointly undertake a condition assessment of the Rental Home:

- i) prior to the Tenant moving into the Rental Home;
- ii) at any time when the Tenant starts keeping a pet during the tenancy;
- iii) on an annual basis to conduct an assessment of required maintenance;
- iv) at the end of the tenancy when the Tenant vacates the Rental Home;
- v) at any time as may be required by CMHC]; and
- vi) at any other time as the Landlord may reasonably require (see Section 16.6).

16.2 During a move-in or move-out condition assessment the Landlord and the Tenant will jointly prepare a condition assessment report and the Landlord will provide the Tenant with a copy of the condition assessment report that is signed by the Tenant and the Landlord.

16.3 The Landlord will make reasonable efforts to accommodate a Tenant and will offer no fewer than 3 opportunities to the Tenant to schedule a move-in or move-out condition assessment.

16.4 If the Tenant fails to participate in a move-in or move-out condition assessment and the Landlord complies with section 16.3 herein and all applicable requirements in the Housing Policy then:

- i) the Landlord may complete a move-in or move-out condition assessment report without the Tenant being present; and
- ii) the Tenant’s right to return of security deposit or pet damage deposit, is extinguished.

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- 16.5 Except where a Tenant has abandoned the Rental Home (see Section 16.7.iii), the Landlord’s right to claim the security deposit or pet damage deposit is extinguished if the Landlord fails to:
- i) comply with paragraph 16.3;
 - ii) participate in either a move-in or move-out condition assessment; or
 - iii) provide the Tenant with a signed copy of the condition assessment report.
- 16.6 The Landlord may enter and inspect the Rental Home at any time and for any reason with 24 hour’s prior written notice to the Tenant.
- 16.7 The Landlord may enter and inspect the Rental Home without notice to the Tenant if one or more of the following applies:
- i) there is an emergency and the entry is necessary to protect life or property;
 - ii) the Tenant gives the Landlord permission; or
 - iii) there is evidence that the Tenant has abandoned the Rental Home for a period of 30 or more consecutive days.

17 VACATING THE RENTAL HOME

- 17.1 The Tenant will vacate the Rental Home on or before the day the tenancy and this agreement are deemed to end (the “**Termination Date**”). Vacating the Rental Home requires removing all persons and personal possessions from the Rental Home and the premises and returning all keys and access devices to the Landlord.
- 17.2 On or before the Termination Date, the Tenant will leave the Rental Home in a clean, operational and undamaged condition, which includes:
- i) floors, carpets and walls are cleaned and washed;
 - ii) all light fixtures whole and undamaged with functioning light bulbs in place;
 - iii) appliances cleaned and free of all debris inside and out;
 - iv) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - v) all garbage removed from Rental Home;
 - vi) transferring all accounts for utilities back to the Landlord.
- 17.3 The Tenant is responsible for any costs incurred by the Housing Department to move and/or dispose of any personal property that is left behind and these costs will be a debt owing to and recoverable by the Homalco First Nation.
- 17.4 The Tenant will be liable for any expense, damage or loss incurred by the Landlord as a result of the Tenant’s failure or refusal to vacate the Rental Home as required under this Agreement.

18 INSURANCE AND INDEMNITY

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- 18.1 The Tenant is solely responsible for purchasing and maintaining contents insurance to cover the Tenant’s personal property against loss from any and all causes. The Landlord will in no event be responsible for insuring any personal property in the Rental Home against any loss or damage.
- 18.2 The Landlord will maintain property and fire insurance for the Rental Home.
- 18.3 The Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may void or render void-able any insurance policy carried by the Landlord for the Rental Home, or which may cause the premiums in respect of such policies to be increased and will be responsible for any losses, costs or damages incurred by the Landlord in relation to a breach of this section, including any increased insurance premiums.
- 18.4 The Tenant will indemnify and save the Landlord harmless from all liabilities, fines, suits, claims, demands, damages and actions of any kind whatsoever for which the Landlord may be liable or suffer by reason of the Tenant’s occupancy of the Rental Home.

19 MAINTENANCE AND REPAIRS

Landlord Responsibilities

- 19.1 The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Home, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- 19.2 Subject to funding availability, the Landlord is responsible for the maintenance, repair and replacement of the following structural, heating, plumbing and electrical systems and major appliances:
 - i) inspection and general service of furnaces and other heating devices;
 - ii) inspection and general service of hot water tanks including element replacement and replacement of the complete unit where required;
 - iii) complete service of all plumbing, including replacement of fixtures where required;
 - iv) repair of electrical systems as required;
 - v) repair and replacement of windows, as necessary;
 - vi) repair and replacement of doors;
 - vii) repair of interior and exterior walls;
 - viii) repair of ceilings and floors;
 - ix) repair of eaves trough;
 - x) repair of the roof;
 - xi) repair and replacement of any appliances described in paragraph 9.7 of this Agreement; and/or

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xii) any other maintenance deemed reasonable by the Landlord.

19.3 In addition to the responsibilities set out in section 19.3, the Landlord is responsible for the following fire prevention and protection measures:

Smoke and CO Detectors

i) Inspect annually and replace batteries or the detector, if necessary.

Fire Extinguishers

i) Inspect annually and replace if necessary.

Chimneys and Woodstoves

- i) Inspect and clean the chimney;
- ii) Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
- iii) Ensure that all woodstoves are properly installed and inspected as specified in the National Fire Code of Canada.

19.4 The Landlord is additionally responsible for:

- i) Ensuring that all maintenance and repair work conducted on the Rental Home by the First Nation meets or exceeds the requirements of BC Building Code, any Homalco First Nation Laws specifying building standards, and any other applicable by-laws, codes or regulations;
- ii) Ensuring all structural, heating, electrical and plumbing repair work carried out on the Rental Home is inspected and approved by a Certified Independent Building Inspector; and
- iii) Keeping records of all repairs carried out on the Rental Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

19.5 The Landlord may make available to the Tenant, from time to time, home care maintenance and repair training workshops.

19.6 The Landlord is not required to complete maintenance or repairs to the Rental Home where the Tenant is in Arrears, unless such repairs are required to protect health and safety.

Tenant Responsibilities

19.7 The Tenant is solely responsible maintain reasonable health, cleanliness, and sanitary standards in the Rental Home and the following general maintenance, minor repairs and replacements including without limitation:

i) maintaining the home and yard in a safe, clean debris free condition;

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- ii) snow removal and sweeping walks and driveways;
- iii) keeping lawns mowed and free of fire hazard;
- iv) keeping fireplaced and woodstoves clear of debris and fire hazards;
- v) proper disposal of garbage;
- vi) replacing light bulbs and fuses;
- vii) maintaining lighting fixtures in a clean condition;
- viii) vacuuming carpets on regular basis;
- ix) keeping exits and hallways clear;
- x) keeping appliances clean and in good working order;
- xi) cleaning the dryer filter after every use and ensuring proper venting;
- xii) keeping interior walls clean and in good repair;
- xiii) properly disposing of game, wildlife, fish and shellfish remains
- xiv) vehicles as outlined in Section 26

19.8 In addition to the responsibilities set out in section **Error! Reference source not found.**, the Tenant is responsible for the following fire prevention and protection measures:

Smoke and CO Detectors

- i) Keep in good working order at all times.
- ii) Replace batteries and test as needed.

Fire Extinguishers

- i) Keep accessible; and
- ii) Understand how to use.

Chimneys and Woodstoves

- i) Keep clear of debris.

19.9 Hazardous materials are not permitted in the Rental Home.

19.10 The Tenant is responsible for the proper care and storage of any hazardous materials in accordance with section *[insert section #- in Toolkit C Rent and Rent-To-Own Policy Provisions this is 30.4]* of the Housing Policy.

19.11 The Tenant will immediately report any and all damage and required maintenance to the Rental Home to the Housing Department by submitting a Maintenance Request Form.

19.12 The Tenant will ensure that any area where the Landlord is to perform maintenance or repair services is safe and free of clutter, waste and/or other hazards that could render the performance of the maintenance or repairs hazardous.

19.13 Tenants will not remove any fixtures from the Rental Home.

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19.14 Tenants will not remove any appliances, unless those appliances are the property of the Tenant, from the Rental Home.

19.15 The Tenant is not responsible for reasonable wear and tear to the Rental Home.

20 NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM

20.1 The Tenant is financially responsible for all repairs required due to negligent or intentional damage by the Tenant, an Authorized Occupant and/or guest.

20.2 The Tenant is responsible for immediately reporting to the Landlord and to the RCMP any third-party vandalism to the Rental Home. The Tenant must provide the Landlord with a copy of the police report. The Landlord is not responsible to cover the costs of third-party vandalism where the Tenant fails to report the vandalism and/or to provide the Landlord with a copy of police report.

20.3 Where the Landlord has reason to believe that damage to the Rental Home has occurred as a result of the intentional or negligent conduct of the Tenant, an Authorized Occupant or guest, the Landlord may conduct an inspection in accordance with section 16.6 to assess the damage. Following this inspection, the Landlord may issue to the Tenant a Notice of Breach containing:

- i) a description of the nature and extent of the damages;
- ii) a statement that the Tenant is responsible for the damage;
- iii) the repairs needed;
- iv) the costs of the repairs; and
- v) the repayment options available to the Tenant.

20.4 The Landlord will carry out any repairs or replacements under paragraph 20.2 and the Tenant will be invoiced in accordance with section XX of the Housing Policy. If the Tenant does not pay the invoice or negotiate a repayment plan with the Landlord within 30 days of receipt of the invoice, this is a breach of this Agreement for which the Landlord may issue a Notice of Breach under paragraph 15.2.

20.5 Notwithstanding paragraph 20.3, the Landlord may by written notice require the Tenant to undertake any repair or maintenance arising from or related to the Tenant damage within a specified time where the repair or maintenance is ordinarily the responsibility of the Tenant under this Agreement.

21 ALTERATIONS, ADDITIONS OR IMPROVEMENTS

21.1 The Tenant must receive written permission from the Landlord prior to making any alterations, additions or improvements to the Rental Home and will be solely responsible for the cost of any such alteration, addition or improvement.

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- 21.2 If the Tenant makes any alteration, addition or improvement to the Rental Home without prior written authorization, the Landlord may remove or change such alteration, addition or improvement at its sole discretion and the Tenant will indemnify the Landlord for any loss, expenses or damages incurred by the Landlord as a result of such removal.
- 21.3 Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Home will become the property of the Landlord upon the termination of this Agreement.

22 EMERGENCY REPAIRS

- 22.1 “**Emergency Repairs**” are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Home.
- 22.2 If Emergency Repairs are required:
 - i) the Tenant will contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and will give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

23 KEYS AND LOCKS

- 23.1 The Landlord will retain a copy of the keys for the Rental Home.
- 23.2 The Landlord will not change the locks or other means of access to the Rental Home unless the Landlord also provides the Tenant with new keys or other means of access.
- 23.3 The Tenant will not change locks or other means of access to the Rental Home.

24 QUIET ENJOYMENT OF THE RENTAL HOME

- 24.1 For the duration of this agreement, the Rental Home is the Tenant’s home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Home, reasonable privacy, and freedom from unreasonable disturbance.

25 ABANDONMENT

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- 25.1 If the Landlord deems the Rental Home abandoned, this Agreement is deemed to be terminated and the Tenant to have forfeited all rights hereunder, and the Tenant will be liable to the Landlord for:
- i) any costs incurred by the landlord as a result of the Tenant's abandonment of the Rental home including the costs to store and dispose of abandoned personal property and to repair and clean the Rental Home so that it may be re-rented;
 - ii) any Arrears or other outstanding housing-related debts; and
 - iii) Rent for the month following the date on which the Rental Home is deemed abandoned.
- 25.2 The Landlord may dispose of any personal property remaining at or in the abandoned Rental Home and may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 25.1 and may claim for any deficiency outstanding, and recovery of these amounts will constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

26 VEHICLES AND PARKING

- 26.1 Parking is permitted for insured vehicle(s) that must be parked in the designated driveway.
- 26.2 The following are not permitted on the premises and are a breach of this Agreement for which the Landlord may issue a Notice of Breach under paragraph 15.2:
- i) parking on the lawn or anywhere on the premises other than the designated spots(s);
 - ii) allowing persons to take residence in recreational vehicles or any other form of additional shelter that is stored or placed anywhere on the premises without prior written approval from the Landlord and a signed Tenancy Agreement.
 - iii) parking or storage of any automobile that is abandoned, inoperable or that does not have valid insurance; and
 - iv) storage of vehicle parts and accessories.

27 LIABILITY

- 27.1 The Landlord will not, in any event whatsoever, be liable or responsible in any way for:
- i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Home;

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- ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Home;
- iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Home, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Home subsequent to the Tenant giving up possession of the Rental Home whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

28 LANDLORD TO GIVE RENTAL AGREEMENT TO TENANT

28.1 The Landlord will give the Tenant a copy of this agreement promptly and in any event within 5 days of executing the agreement.

29 RESOLUTION OF DISPUTES

29.1 If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Agreement, the terms of this Agreement, or any other matter related to this Agreement, such dispute will be resolved through the appeal process set out in Section 25 of the Housing Policy.

30 LEGAL

30.1 Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

31 NOTICE

31.1 All notices under this agreement are to be given in writing and will be deemed to have been received by the other party:

- i) if by hand or courier, on the date of delivery;
- ii) if by mail or registered mail, that date 5 business days after mailing; or

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iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it will be deemed to have been received at the opening of business on the first working day following the transmission.

31.2 Notice to the Tenant may be given by:

- i) hand delivery to the Tenant;
- ii) ordinary or registered mail to the Tenant’s residential address as provided in section 2 of this agreement;
- iii) leaving a copy with an adult who apparently resides with the Tenant;
- iv) leaving a copy in a mailbox or mail slot for the address at the Rental Home;
- v) attaching a copy to a door or other conspicuous place on the Rental Home; or
- vi) transmitting a copy to a fax number or email address provided by the Tenant.

31.3 Notice to the Landlord may be given by:

- i) hand delivery to the Housing Manager;
- ii) ordinary or registered mail to the Landlord’s Housing Department;
- iii) leaving a copy at the Landlord’s Housing Department in such place as may be designated by the Landlord for such delivery;
- iv) attaching a copy to the front door of the Landlord’s Housing Department; or
- v) transmitting a copy to the Landlord’s Housing Department fax number or email address.

32 GENERAL

32.1 Time is of the essence in this agreement.

32.2 Words in the singular include the plural form, unless the context otherwise requires.

32.3 This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

32.4 This agreement shall be governed by, construed, interpreted and applied in accordance with the laws of Canada and the province of British Columbia.

33 ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.):

Rental agreement to be renewed April 01/2020

Initials

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34 ACCEPTANCE

34.1 The Tenant acknowledges that they have read this Agreement, the schedules to this agreement and the Housing Policy, and that they understand and agree with the provisions of this agreement, its Schedules and the Housing Policy, and that they have had the opportunity to seek independent legal advice with respect to this agreement.

SIGNATURE PAGE(S) FOLLOW

The parties have executed this Agreement on **March 9, 2020**.

Signed by Homalco First Nation AUTHORIZED SIGNATORY at _____ in the Province of _____ this ____ day of _____, 20____, in the presence of: _____ Signature of Witness _____ Name of Witness _____ Address of Witness _____ Occupation of Witness	LANDLORD _____ Authorized Signatory Homalco First Nation Housing Department Print name: _____

Signed by _____/Tenant #1 at _____ In the Province of _____ this ____ day of _____	TENANT #1 _____
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_____, 20____, in the presence of: _____ Signature of Witness _____ Name of Witness _____ Address of Witness _____ Occupation of Witness	Tenant #1 Print name: _____
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SIGNATURE PAGE 1 of 2 TO Rental Housing Agreement dated **[select date]**

Signed by _____/Tenant #2 at _____ In the Province of _____ this ___ day of _____, 20____, in the presence of: _____ Signature of Witness _____ Name of Witness _____ Address of Witness _____ Occupation of Witness	TENANT #2 _____ Tenant #2 Print name: _____
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SIGNATURE PAGE 2 of 2 TO Rental Housing Agreement dated **[select date].**

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