

APPENDIX B

August 1/18 draft

RENTAL AGREEMENT

ASHCROFT INDIAN BAND HOUSING POLICY

Dated the _____ day of _____, 20__.

BETWEEN:

ASHCROFT INDIAN BAND
414 Cornwall Road, PO Box 440
Ashcroft, BC V0K 1A0

(the "Landlord")

AND:

ADULT OCCUPANTS (age 19 or older)

Full legal name: 1. 2. 3. 4.	Occupation:	Membership No.:
Mailing address: 1. 2. 3. 4.	Phone:	Email address:

(the Adult Occupants together constitute the "Tenant")

IN CONSIDERATION of the rent to be paid by the Tenant and the terms, covenants and conditions which follow, the parties agree as follows:

1. **RENTAL UNIT**

- (a) The Landlord hereby leases to the Tenant, to possess use and occupy as a residential dwelling unit for one household and for no other purposes, the following premises located on reserve lands of the Landlord in the Province of British Columbia:

Address:	Lot and Plan No.:	Reserve Name and No.:	Type of Dwelling:	Number of bedrooms:
Mortgage Yes/No	Mortgage Holder:	Social assistance Yes/No	Elders Housing Facility Yes/No Member/Non-member On reserve/off reserve	

(the “**Rental Unit**”).

- (b) All persons who are 19 years of age or older and who will reside in the Rental Unit must be shown on page 1 as “**Adult Occupants**” in this Rental Agreement.
- (c) The Tenant will advise the Landlord in writing from time to time, of all changes in the Adult and Minor Occupants, as listed in section 2 below, of the Rental Unit.
- (d) The Tenant may allow guests to stay at the Rental Unit for up to 21 consecutive days.
- (e) The Tenant shall not allow persons, who are not either Tenants or Minor Occupants, to reside at the Rental Unit for any period longer than 21 consecutive days.

2. **MINOR OCCUPANTS**

- (a) The following persons under the age of 19 are authorized to reside in the Rental Unit:

Minor Occupants (under age 19)

Full legal name:	Relationship to Adult Occupants	Membership No.	Birthdate	Male/Female
1.				
2.				
3.				
4.				

3. **TERM**

(a) This Rental Agreement shall commence on the _____ day of _____, 20____, and shall continue from month to month thereafter until terminated in accordance with the provisions of this Rental Agreement (the “**Term**”).

4. **RENT**

(a) The Tenant shall pay to the Landlord rent of \$ _____ per month (the “**Rent**”) in advance promptly on the due date, commencing on the first day of _____, 20____, and continuing on the first day of each and every month thereafter during the Term.

(b) Where the Term begins on a day other than the first day of the month, the Tenant shall pay to the Landlord a pro-rated rent of \$ _____, to cover the period beginning on the _____ day of _____, 20____ and ending on the last day of that month.

(c) The Tenant shall pay the Rent at the band office of the Landlord (the “**Band Office**”) at the address set out on page 1, by way of cash, cheque or bank draft, without any abatement, set-off or deduction, whatsoever.

(d) The Tenant receives payroll, honoraria or independent contractor cheques from the Landlord, and **agrees / does not agree** [Circle one] that the Landlord may deduct the Rent payments from these cheques.

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(e) The Rent shall be adjusted by the Landlord effective April 1st of each and every calendar year, as follows:

(i) For any Rental Unit, the Tenant of which is receiving social assistance from the Landlord, to the shelter component of the social assistance payment, as specified in the “Rate Table for Income Assistance”, in Chapter 4, Eligibility, of Volume 1, “Income Assistance Program”, of the *Social Development Policy and Procedures Manual BC Region*, published by Indigenous Services Canada, all as amended or replaced from time to time; and

(ii) For any other Rental Unit, by increasing the Rent by up to 3%.

This annual rental adjustment is called the “**Annual Rental Adjustment**”.

(f) The Landlord shall give written notice of the Annual Rental Adjustment to the Tenant on or before February 15th in each and every calendar year, effective the following April 1st.

(g) For the purpose of the Annual Rental Adjustment, the Tenant shall provide to the Landlord by no later than January 15th in each and every calendar year, a verification of income, family profile and such other evidence of the Tenant’s income as the Landlord reasonably requires. Failure by the Tenant to provide the required evidence of income by that date may result in the monthly

Rent of the Tenant being adjusted by the Landlord effective April 1st of that year to the maximum monthly Rent for that Rental Unit calculated under whichever of subparagraphs 4 (e) (i) or (ii) applies.

- (h) In the event that the Tenant has not been given written notice of the Annual Rental Adjustment on or before February 15th in any given calendar year, the Tenant will pay on April 1st of that year and on the first day of each and every month thereafter for the next 11 months, the same monthly Rent that was payable prior to the said April 1st.

5. **ARREARS OF RENT**

- (a) If the Tenant's Rent payment is late by five (5) days, the Landlord shall give the Tenant the first written notice of default.
- (b) Upon receipt of the first written notice of default, the Tenant shall either:
- (i) make any Rent payment due to the Landlord; or
 - (ii) enter into with the Landlord a written agreement signed by both, scheduling the repayment of the arrears of Rent (the "**Arrears Agreement**");
- within fifteen (15) days of the due date for the Rent.
- (c) Failing compliance by the Tenant with paragraph (b), the Landlord shall have the right:
- (i) to give the Tenant a "**second written notice of default**", demanding that all arrears of Rent be paid within thirty (30) days of the due date for the Rent; and if payment is not received
 - (ii) to proceed under section 15 "Termination", subparagraph 15(a)(i), of this Rental Agreement.

6. **SERVICE CHARGES**

- (a) If any Rent cheque is for any reason not cleared by the financial institution upon which drawn, the Tenant shall be charged Forty (\$40.00) Dollars by the Landlord which shall be deemed to be arrears of Rent.

7. **HOUSING POLICY**

- (a) The Ashcroft Indian Band Housing Policy (the "**Housing Policy**") applies to and forms part of this Agreement. The Tenant has read and understands the Housing Policy and agrees to be bound by it, as amended or replaced by the Landlord from time to time. If there is any inconsistency between this Agreement and the Housing Policy, this Agreement shall prevail.

8. **QUIET ENJOYMENT**

- (a) The Landlord covenants with the Tenant for quiet enjoyment.

9. **REPAIRS AND MAINTENANCE**

- (a) Prior to getting possession of the Rental Unit, the Tenant has completed:
- (i) the new renter training program including Rental Unit maintenance; and
 - (ii) the social housing program training, if applicable;
- all as provided by the Landlord.
- (b) The Tenant:
- (i) shall at his or her expense keep the Rental Unit and all parts thereof in good and substantial repair, reasonable wear and tear excepted;
 - (ii) will make any necessary minor repairs and replacements to the Rental Unit, including the Furnishings listed in section 12 of this Agreement;
 - (iii) will not do or omit to do anything which actually or potentially creates a fire hazard and will remove any and all fire hazards in a manner satisfactory to the Landlord; and
 - (iv) is responsible for repair or replacement costs due to the negligent or intentional acts or omissions of all occupants, guests and any other persons at the Rental Unit.
- (c) The Landlord or its duly authorized representative may on 48 hours written notice enter and view the state of repair, and the Tenant will repair according to notice. The Landlord or its duly authorized representative may enter the Rental Unit without notice using such force as may be necessary, either during an emergency or upon absence by the Tenant for 30 or more consecutive days, without being liable to the Tenant for any damage caused.
- (d) The Tenant shall immediately report any accident, break-in, problem with the electrical, heating, water or sanitary sewer systems, any major repairs and replacements required, and all damage to the Rental Unit, to the Band Office.
- (e) The Housing Policy contains a detailed description of the maintenance and repair responsibilities of the Landlord and Tenant.

10. **IMPROVEMENTS**

- (a) The Tenant will not make any alterations, additions or improvements to the Rental Unit.
- (b) The Tenant will not dig in the grounds, or alter the landscaping without the prior written consent of the Landlord.
- (c) Any outbuilding for which the written consent of the Landlord is obtained shall be constructed to the rear of and at a sufficient distance from the Rental Unit so as not to create a fire hazard.

- (d) All Furnishings listed in section 12, and all buildings, fixtures and improvements in or about the Rental Unit, either at the commencement of the Term or during the Term, are the property of the Landlord without any compensation or payment to be made to the Tenant.

11. **TENANT’S COVENANTS**

- (a) Nothing shall be done, omitted or permitted by the Tenant in or about the Rental Unit which:
 - (i) creates a nuisance for a neighbor or any other person. A “nuisance” is any conduct that annoys or interferes with another in the use of his or her real property, and includes, without limitation any fighting, loud music or other disturbance after 10:00 pm.
 - (ii) disturbs the peace of a neighbor or any other person.
 - (iii) creates a risk of harm to the health or safety of a neighbor or any other person.
 - (iv) causes waste or destruction of the Rental Unit.
 - (v) is illegal, including, without limitation, illegal drug use or illegal drug sales.
- (b) The Tenant shall pay all rates for utilities, including electricity, heating, telephone and television for the Rental Unit, and all connection charges. All such utility bills shall be in the name of the Tenant. Tenants receiving social assistance may apply to the Landlord for assistance with their utility bills. The Landlord provides water and septic services and solid waste removal.
- (c) The Tenant will not change the locks without the Landlord’s prior written consent.
- (d) All statements made by the Tenant in his or her application to the Landlord for rental housing, which application forms part of this Agreement, are true.

12. **FURNISHINGS**

- (a) The furnishings, appliances and equipment supplied by the Landlord to the Rental Unit as at the beginning of the Term, are as listed below (the “Furnishings”):

FURNISHING		FURNISHING	
Refrigerator		Flooring	
Stove		Carpets	
Washer			
Dryer			

FURNISHING		FURNISHING	
Furnace/Heating Unit/Baseboard Heaters			
Air Conditioner			
Hot Water Heater			

- (b) The Tenant agrees that the Furnishings:
- (i) are now in good and substantial repair;
 - (ii) will be in good and substantial repair, reasonable wear and tear excepted, upon any termination of this Rental Agreement; and
 - (iii) are part of the Rental Unit for all purposes of this Rental Agreement.

13. RESTRICTION ON ASSIGNMENT OR SUBLEASING

- (a) The Tenant shall not:
- (i) assign, encumber or otherwise dispose of this Rental Agreement of any part thereof; or
 - (ii) sublet, licence or in any other manner whatsoever, part with the possession, use or occupation of the Rental Unit or any part thereof.

14. INSURANCE

- (a) The Tenant will place insurance on his or her contents of the Rental Unit.
- (b) The Landlord will place fire and public liability insurance on the Rental Unit.

15. TERMINATION

- (a) Where:
- (i) the Tenant has under paragraph 5(c), failed to pay all arrears of Rent within thirty (30) days of the due date for the Rent, after having received a second written notice of default;
 - (ii) the Tenant misses any two monthly payments due under an Arrears Agreement made under paragraph 5(b) with the Landlord;

- (iii) the Tenant has been absent from the Rental Unit for 30 or more consecutive days, without the prior written consent of the Landlord, and has failed to pay the Rent or utilities when due;
- (iv) the Tenant ceases to be a member of the Ashcroft Indian Band;
- (v) any act of insolvency or bankruptcy is made by the Tenant; or
- (vi) the Tenant is in default in the performance of any of the other terms, covenants or conditions of this Rental Agreement, or any provisions of the Housing Policy, and such default is not corrected by the Tenant within thirty (30) days of the date upon which written notice of such default is given by the Landlord to the Tenant;

the Landlord may, by written notice to the Tenant, terminate this Rental Agreement for cause, and issue an eviction notice, and the Term and the Tenant's rights hereunder shall absolutely cease, without re-entry or any other act or legal proceedings. The Landlord or its duly authorized representative may re-enter the Rental Unit or any part, and thereafter possess, use and occupy the Rental Unit as if this Rental Agreement had not been made.

- (b) All money payable to the Landlord under this Agreement other than Rent, including all the costs of the Landlord incurred under this Agreement on any termination of this Agreement, and for cleaning, maintenance, repairs or replacements to the Rental Unit, shall be additional Rent.
- (c) The Tenant shall vacate the Rental Unit within twenty-four (24) hours of any termination of this Rental Agreement. Any occupation by the Tenant of the Rental Unit after that time shall be squatting and a trespass, giving the Landlord the right to forcibly remove the Tenant and all his or her possessions from the Rental Unit.
- (d) The Tenant shall be entitled to terminate this Rental Agreement without cause upon notice in writing given to the Landlord on or before the last day of the calendar month to be effective on the last day of the next calendar month. The Tenant shall vacate the Rental Unit no later than 1:00 p.m. on the day the termination of this Rental Agreement under this paragraph is effective.
- (e) The Tenant shall, without any compensation or payment whatsoever by the Landlord, on the termination of this Rental Agreement, however occurring, peaceably surrender up the Rental Unit to the Landlord with all buildings, fixtures and improvements thereon, including any buildings, fixtures and improvements which are set up, fixed or fastened to or upon or in or about the Rental Unit at the commencement of the Term or during the Term, in good and substantial repair, reasonable wear and tear excepted.
- (f) Any termination of this Rental Agreement, however occurring, shall not prejudice the Landlord's right to recover unpaid Rent or any other right of action by the Landlord against the Tenant for breach of any provision in this Rental Agreement.

16. **VACATING THE RENTAL UNIT**

- (a) Upon vacating the Rental Unit, the Tenant will:
 - (i) leave the Rental Unit clean, tidy and sanitary;
 - (ii) perform the repair work described in the Housing Policy;

- (iii) perform the cleaning and other work to be performed on vacating the Rental Unit, as described in the Housing Policy;
 - (iv) remove all personal possessions;
 - (v) complete the move-out inspection with the Housing Manager in accordance with the Housing Policy; and
 - (vi) return all keys or entry devices to the Landlord.
- (b) Any personal possessions not removed by the Tenant upon the termination of this Agreement, shall be held by the Landlord for 30 days, after which they will be deemed to be abandoned by the Tenant. The personal possessions will then be sold, or otherwise disposed of by the Landlord if having no commercial value, with any proceeds of sale applied by the Landlord to any arrears of Rent.

17. **NOTICE**

- (a) Any notice required or permitted to be given hereunder will be in writing and will be validly given:
- (i) if delivered by hand to the Tenant, or to the Landlord at the Band Office, as the case may be;
 - (ii) by prepaid registered post addressed to a party at the address of that party set out on page 1 hereof, or to such other address as the said party may from time to time advise the other party in writing; or
 - (iii) leaving a copy for the Tenant, attached to any exterior door of the Rental Unit.
- (b) Any notice given as aforesaid shall be deemed to be given and received:
- (i) if delivered by hand, on the date of delivery;
 - (ii) if mailed by prepaid registered post, five business days from the time of mailing; and
 - (iii) if attached to an exterior door of the Rental Unit, on the next business day after attachment.

18. **ADDITIONAL TERMS**

(a) The following additional terms are agreed by the Landlord and Tenant:

Initials: Landlord Tenant

19. **INTERPRETATION**

- (a) The Tenant is responsible to the Landlord for the acts and omissions of all occupants, guests and any other persons at the Rental Unit.
- (b) If the Tenant fails to carry out any of his or her obligations within the time period specified in a written notice from the Landlord, the Landlord may, in addition to any other remedy, perform those obligations and charge the cost to the Tenant as additional Rent due under this Agreement.
- (c) For any disputes with the Landlord relating to the Rental Agreement, the Tenant has the right of appeal set out in the Housing Policy.
- (d) This is the entire Agreement between the parties and is intended to be the complete and exclusive statement of its terms. No additions, deletions, or amendments may be made to this Agreement orally, and may only be made in a written document signed by all the parties.
- (e) Any failure by the Landlord to insist upon strict compliance by the Tenant with any of the provisions of this Agreement shall not be interpreted as a waiver by the Landlord of those provisions. No waiver shall be effective unless it is in writing.
- (f) Time is of the essence of this Rental Agreement.
- (g) In this Rental Agreement:
 - (i) the singular includes the plural and vice-versa;
 - (ii) the masculine includes the feminine and vice-versa;
 - (iii) any reference to a party includes that party's heirs, executors, administrators, successors and any permitted assigns; and
 - (iv) any term, covenant or condition in this Rental Agreement made by two or more persons shall be construed as a joint and several obligation.
- (h) The Tenant:
 - (i) has had the opportunity to seek independent legal advice before signing this Agreement; and

- (ii) acknowledges having read and understood this Agreement and receipt of a duplicate copy.

The parties have executed this Agreement on the date set out at the top of page 1.

SIGNED, SEALED AND DELIVERED
by the Ashcroft Indian Band as represented by its
Chief and Council, in the presence of:

SIGNATURE

NAME (please print)

Address

Occupation
(AS TO ALL SIGNATURES)

CHIEF

COUNCILLOR

COUNCILLOR

SIGNED, SEALED AND DELIVERED
by the Tenant in the presence of:

SIGNATURE

NAME (please print)

Address

Occupation
(AS TO BOTH SIGNATURES)

SIGNATURE OF TENANT

SIGNATURE OF TENANT