

APPENDIX E

August 1/18 draft

ARREARS AGREEMENT

ASHCROFT INDIAN BAND HOUSING POLICY

Legal Names of Tenants:	Date of Rental Agreement:
Address of Rental Unit:	Total Rent and other Arrears:

This Agreement is made on _____ 20____ (the "Agreement").

BETWEEN:

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

(the "Landlord")

AND:

Names: _____

Occupations: _____

Residing at the Rental Unit

(the "Tenant")

BACKGROUND FACTS:

- A. The Tenant and the Landlord entered into the rental agreement (the "Rental Agreement") for the rental unit owned by the Landlord (the "Rental Unit");
- B. Pursuant to the Rental Agreement, the Landlord agreed to allow the Tenant to use and occupy the Rental Unit and the Tenant agreed to pay to the Landlord rent in the amount of \$_____ on the first day of each and every month during the term of the Rental Agreement (the "Rent");
- C. The Tenant has failed to pay the Rent as required under the Rental Agreement, and as of the date of this Agreement, has accumulated arrears of Rent in the amount of \$_____;
- D. *[Delete if not applicable]* The Tenant in addition owes the Landlord \$_____ for _____, which by the Rental Agreement is also arrears of Rent;
- E. The total arrears of Rent owed by the Tenant to the Landlord as of the date of this Agreement is \$_____ (the "Arrears"); and
- F. The Tenant has come up with a realistic budget which will allow the Tenant to pay the monthly Rent due under the Rental Agreement, the monthly payment of Arrears due under this Agreement, and his or her other monthly expenses.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement starts on the date of execution and ends on the date of the final payment, as set out in the Payment Schedule in paragraph 3 of this Agreement (the “**Period**”).
2. During the Period of this Agreement, the Tenant will continue to pay Rent to the Landlord as required under the Rental Agreement, and nothing in this Agreement relieves the Tenant of the obligation to pay Rent.
3. The Tenant will pay the Arrears in full to the Landlord by making monthly payments in the amounts and on the dates set out below, over a maximum period of up to one year (the “**Payment Schedule**”):

Payment Number	Date	Monthly Payment Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Total		

4. 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 Arrears payments from these cheques in accordance with the Payment Schedule.

Initials: Landlord Tenant

5. If the Tenant at any time during the Period, misses any two monthly payments due under the Payment Schedule, the Landlord may terminate the Rental Agreement following the procedure in section 15 of the Rental Agreement, evict the Tenant from the Rental Unit, and forward the full balance of unpaid Arrears for collection by a collection agency or other legal process.
6. If the Tenant is evicted, the Tenant will not be eligible to submit a new Application for Housing to the Landlord until five years after the date of eviction, and only if any Arrears are paid in full.
7. When this Arrears Agreement is paid in full, the Tenant will be once again eligible to receive Housing Department assistance with any optional upgrades, improvements or cosmetic repairs to the Rental Unit.
8. The Tenant:

- (a) has had the opportunity to seek independent legal advice before signing this Agreement; and
- (b) acknowledges having read and understood this Agreement and receipt of a duplicate copy.

- 9. The Background Facts are part of this Agreement.
- 10. This Agreement is a written modification of the Rental Agreement. All the provisions of the Rental Agreement remain in full force and effect, except as modified by this Agreement.
- 11. This Agreement applies to the benefit of and is binding upon each of the parties and their respective heirs, executors, administrators, successors and any permitted assigns.

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 in the presence of:

SIGNATURE

NAME (please print)

Address

Occupation

(AS TO BOTH SIGNATURES)

ASHCROFT INDIAN BAND

Per:

HOUSING MANAGER

BAND MANAGER

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