

APPENDIX H

August 1, 2018 draft

EVICITION NOTICE

ASHCROFT INDIAN BAND HOUSING POLICY

Legal Names of Tenants:	Date of Rental Agreement:
Address of Rental Unit:	This Letter Delivered By: <i>[Insert Name]</i> To the Tenant on: <i>[Insert Date and Time]</i>

EVICITION NOTICE

Date: _____, 20__

[Housing Manager to check whichever of the following three options applies]

- We delivered to you a Second Written Notice of Default-Rent on _____, 20__, demanding that all arrears of rent owed by you in the amount of \$_____ be paid to the Band as landlord (the “**Landlord**”) on or before _____, 20__. Failing that payment, your rental agreement would be terminated by the Landlord and you would be evicted from the rental unit. You have failed to pay all the arrears of rent by the date specified.
- You have signed an arrears agreement with the Landlord dated _____, 20__, (the “**Arrears Agreement**”). The Arrears Agreement provides in paragraph 5 that if you miss any two monthly payments due under that agreement, that your Rental Agreement may be terminated by the Landlord and you may be evicted from the Rental Unit. You have missed the monthly payments due on _____, 20__ and _____, 20__, under the Arrears Agreement.
- We delivered to you a Notice of Non-Monetary Default on _____, 20__, giving you until _____, 20__ to correct your default under the rental agreement, being ♦ *[Insert particulars of default by Tenant]*. You were given notice that failing that correction by you, the Landlord would terminate the rental agreement and evict you from the rental unit. You have failed to correct your default within the time specified.

You are advised that the rental agreement has been terminated by the Landlord for cause, that all your rights under the rental agreement have absolutely ceased, and that you and all the other occupants of the rental unit are evicted from the rental unit. The Landlord or its duly authorized representative may now re-enter the rental unit, and possess, use and occupy the rental unit as if the rental agreement had never been made.

You are obliged by the rental agreement to peaceably surrender up to the Landlord the rental unit, including all fixtures and improvements, in good and substantial repair, reasonable wear and tear excepted, and to:

- (a) leave the rental unit clean, tidy and sanitary;

- (b) perform the repair, cleaning and other work described in the Housing Policy of the Landlord, necessary to leave the rental unit in rentable condition;
- (c) remove all personal possessions;
- (d) complete the move-out inspection with the Housing Manager of the Landlord; and
- (e) return all keys or entry devices to the Landlord.

Any personal possessions not removed by you, shall be held by the Landlord for 30 days, and then will be sold, or otherwise disposed of if having no commercial value, with any proceeds of sale applied by the Landlord to any arrears of rent.

You shall vacate the rental unit within 24 hours of receipt of this Eviction Notice. The Landlord will be changing the locks on the doors at _____am/pm on _____, 20____. Any occupation by you of the rental unit after that time shall be squatting and a trespass, giving the Landlord the right to forcibly remove you, all other occupants and all personal possessions from the rental unit.

In addition to any outstanding rent owed by you to the Landlord, all the costs of the Landlord incurred for eviction, cleaning, maintenance, repairs and replacements, to get the Rental Unit into rentable condition, will be charged to you as additional rent.

This termination of the rental agreement shall not prejudice the Landlord's right to collect unpaid rent by legal process, or any other right of legal action by the Landlord against you for breach of any provision of the rental agreement.

Following this eviction, you 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 of rent are paid in full.

The Housing Manager may be reached as follows if you have any questions: Phone 250-453-9154; E-mail

_____.

Your truly

Ashcroft Indian Band

Per:

Chief

Councillor

Councillor