

First Nation Tenancy Agreement

2015

This agreement valid until March 31, _____

Tenants' name _____

Rental Address _____

Contact _____

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

- a) What is included in the rent: (Check only those that are included and provide additional information, if needed.)

| | | | | | |
|--------------|-------------------------|--------------------|--|------------------------|--|
| Water | | Stove and Oven | | Window Coverings | |
| Storage | | Electricity | | Dishwasher | |
| Cablevision | | Garbage Collection | | Heat | |
| Refrigerator | | Laundry (free) | | Parking for vehicle(s) | |
| Furniture | | Carpets | | Sheets and Towels | |
| Other: | Additional Information: | | | | |

4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

A. Security Deposit not applicable

The tenant is required to pay a security deposit of \$ _____ by _____
day month year

B. Pet Damage Deposit not applicable

The tenant is required to pay a pet damage deposit of \$ _____ by _____
day month year

The landlord agrees:

- a) That the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential property,
- b) To keep the security deposit and pet damage deposit during the tenancy and pay interest on it in accordance with bank policies, and
- c) To repay the security deposit and pet damage deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage.

5. PETS

Any term in this tenancy agreement or the _____ First Nation Housing Policies, Pet Ownership Policy that prohibits, or restricts the size of, a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

Tenants will sign and retain a copy of the Pet Ownership Agreement as part of this Tenancy Agreement.

6. CONDITION INSPECTIONS

- 1) In accordance with sections policy xxx the landlord and tenant must inspect the condition of the rental unit together
 - a) when the tenant is entitled to possession,
 - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
 - c) at the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.

7. PAYMENT OF RENT

- 1) The tenant must pay the rent on time. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENT INCREASE

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last legal rent increase for the tenant, even if there is a new landlord or a new tenant by way of an assignment.
- 2) A landlord must give a tenant 3 whole months' notice, in writing, of a rent increase. [For example, if the rent is due on the 18th of the month and the tenant is given notice any time in January, including January 18th, there must be 3 whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 18th.]
- 3) The landlord may increase the rent only in the amount set out by the regulation. If the tenant thinks the rent increase is more than is allowed by Policies, the tenant may appeal to the Chief and Council.

9. ASSIGN OR SUBLET

- 1) The tenant may not assign or sublet the rental unit to another person without the written consent of the landlord.
- 2) New sub-letting tenants must meet with the housing department to review and sign an agreement to adhere by Housing policies.

10. REPAIRS

1) Landlord's obligations:

a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.

2) Tenant's obligations:

a) The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

3) Emergency Repairs:

a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the landlord, provided a statement of account and receipts are given to the landlord.

d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

- i) major leaks in pipes or the roof,
- ii) damaged or blocked water or sewer pipes or plumbing fixtures,
- iii) the primary heating system,
- iv) damaged or defective locks that give access to a rental unit, or
- v) the electrical systems.

3) The landlord may inspect the rental unit annually in accordance with Policy XXXX

15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

17. ADDITIONAL TERMS

a) Write down any additional terms which the tenant and the landlord agree to. Additional terms may cover matters such as pets, yard work, smoking and garbage or snow removal.

IMPORTANT

All other terms not covered in this tenancy agreement shall be followed as per _____ First Nation Housing Policy.

This Tenancy Agreement will be renewed annually by March 31st of each year.

By signing this tenancy agreement, the landlord and the tenant are bound by its terms.

LANDLORD(S):

Print name _____

Signature: _____ Date: _____

Print name _____

Signature: _____ Date: _____

TENANT(S):

Print name _____

Signature: _____ Date: _____

Print name _____

Signature: _____ Date: _____