

SAMPLE LEASE/TENANCY AGREEMENT¹

DATE _____

_____ FIRST NATION hereinafter called “**the First Nation**”
of the first part

And:

_____ hereinafter called “**the tenant**”
of the second part

Whereas:

The First Nation has agreed that the tenant may occupy the premises on the terms and conditions hereinafter set out

That for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. Premises

The First Nation leases to the tenant for the use and occupation as a residential dwelling all those certain premises more particularly known and described as:

Lot Number

Reserve Number

House Number

2. Occupants

The tenant covenants that the following persons shall be the only permanent occupants during the term of this agreement unless the First Nation consents in writing to other persons becoming occupants, such consent will not be unreasonably withheld. The tenant acknowledges and agrees that this covenant is a material covenant of this tenancy agreement and that its breach will provide grounds for termination.

¹ Excerpted from CMHC's *On-Reserve Non-Profit Housing Program Reference Manual*, 2015

Full names of all adult occupants (age 19 or older) to occupy the premises. Include given names for each one. Please print clearly.

Full names of all minor occupants (under age 19, including infants). Include names of each and every minor to occupy the premises and their ages.

NAME	AGE

3. Duration

This Lease Agreement shall be for a term of one (1) year commencing on the first (1st) day of **DATE** and ending on the **xx** day of **DATE**. (hereinafter the "Term")

However, this Lease Agreement shall be automatically renewed from year to year unless the Tenant gives a written notice to the Landlord at least Ninety (90) days prior to the end of the Term.

4. Rent

a) The tenant shall pay the First Nation rent in the sum of [redacted] dollars per month payable on the first day of each and every month at the Housing Office. Payment will be made in cash, pre-authorized debit, money order or by cheque made payable to [redacted].

b) The rent may be adjusted annually for a period of no less than 12 months, by the First Nation.

5. Services and Equipment

No furnishings, equipment or utilities shall be supplied by the First Nation except those checked below, which the tenant agrees are in satisfactory condition and which the tenant and tenant's guests shall use carefully:

EQUIPMENT PROVIDED

- Fridge
 - Stove
 - Washer
 - Dryer
 - Other :
-

UTILITIES PROVIDED

- Heat
 - Hot water
 - Sewer
 - Water
 - Other :
-

6. Insurance

The First Nation, as owner, will bear the cost of fire insurance for the home and chattels as specified in clause 5. The cost of personal contents insurance shall be the responsibility of the tenant.

All of the cost of the deductible will be charged to the tenant for claims as a result of deliberate or wilful damage, e.g. smoke damage, broken windows.

The First Nation will pay 100% of the deductible for accidental damage caused by uncommon occurrences, e.g. fallen trees, wind.

The tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises.

The tenant will indemnify and save the First Nation harmless for all liabilities, fines, suits, and claims of any kind for which the First Nation may be liable or suffer by reason of the tenant's occupancy of the premises.

7. Tenant's Covenants

- (a) To pay rent.
- (b) To be responsible for the following repairs and maintenance:

(INSERT TENANT RESPONSIBILITIES IN ACCORDANCE WITH THE COMMUNITY'S HOUSING POLICY)

and to maintain the house and area in a clean and sanitary condition, but will not make any alterations to the home without prior written consent of the First Nation.

- (c) To report any and all damages to the home to the First Nation.
- (d) To pay heating, lights, water, sewer, power, telephone, and television cable charges.

- (e) Not to assign or sublet the premises without written permission from the First Nation.

8. First Nation's Covenants

- (a) To grant the tenant quiet enjoyment of the premises.
- (b) To be responsible for the following repairs and maintenance:

(INSERT FIRST NATION RESPONSIBILITIES IN ACCORDANCE WITH THE COMMUNITY'S HOUSING POLICY)

9. Default

If the tenant fails to pay the rent on the first day of the month, due notice will be issued by the First Nation. A notice to evict will be given on the 5th day of the month if the rent is not paid by then. The First Nation may declare the tenancy ended if payment is not received within 30 days after the date upon which it is due.

10. Eviction

Eviction will result if:

- (a) rent is not paid as outlined
- (b) there is wilful damage or abuse to the house
- (c) there is repeated disturbance of the peace

(INSERT CRITERIA OUTLINED IN COMMUNITY'S HOUSING POLICY)

11. Vacating the Home

- (a) Upon vacating, the dwelling must be left clean or the tenant will be charged for cleaning.
- (b) Clean shall mean:
- Rugs cleaned and vacuumed and all stains shampooed out
 - Floors cleaned and washed
 - Walls cleaned and washed
 - All electrical light bulbs functioning and in place
 - All fixtures whole and undamaged

- Refrigerator cleaned of all foods and stains and defrosted, no damage to racks, no debris under or behind the refrigerator
- Other appliances cleaned inside and out
- All garbage removed from cupboards, cabinets, etc.

The tenant hereby acknowledges having read this tenancy agreement and acknowledges receipt of a duplicate copy.

Dated at _____, this _____ day of _____, 20_____.

Agreed to and signed by the tenant (each adult occupant)

Agreed to and signed at _____ First Nation

Per:
