

TENANCY AGREEMENT

THIS AGREEMENT MADE EFFECTIVE THIS [REDACTED] DAY OF _____, 20 [REDACTED].

BETWEEN:

[REDACTED] FIRST NATION

As represented by its Chief and Council
(Hereinafter referred to as the “Band”)

and –

_____.

Of the [REDACTED] First Nation

In the Province of [REDACTED]

(hereinafter referred to as the “Tenant”)

WHEREAS the Band is the owner of the housing unit hereinafter described as the “Premises” in this Agreement;

AND WHEREAS the Band is desirous of renting the Premises situated on the Indian Reserve to the Tenant on the terms and conditions hereinafter set forth;

AND WHEREAS the Tenant desires to rent the said Premises from the Band;

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS AND PROMISES HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. Description of Premises

1.01 In consideration of the rent to be paid by the Tenant to the Band and the other covenants, agreements and conditions herein contained to be performed by the Tenant, the Band hereby agrees to lease to the Tenant the residence (hereinafter referred to as the “Premises”) located on the following property situated on the [REDACTED] First Nation, in the Province of [REDACTED]

Legal Description: [REDACTED]

House # _____ Phase # _____ Lot# _____ Reserve# _____

1.02 In addition to the leasing of the Premises, the Band also agrees to supply in conjunction with the Premises the following goods and chattels described below:

Appliance	Serial Number	Model Number
Fridge		
Stove		
Washer		
Dryer		
Other		

2. Term

2.01 Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall be for a period of 5 years commencing the [redacted] day of [redacted], 20[redacted] and ending the [redacted] day of [redacted], 20[redacted].

3. Rental and Fees

3.01 The Tenant shall pay to the Band as rental for the Premises the sum of \$ [redacted] per month payable on the first day of each calendar month during the term of this Agreement, provided however that if the term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, the rent for such month shall be adjusted on a pro-rated basis.

3.02 In addition to the rental payments as provided for in subsection 3.01, the Tenant shall also pay to the Band, as and when required, all costs associated with:

- (a) the repairing of any damages as caused to the Premises by the negligence, carelessness or misuse of the Premises by the Tenant or their family, agents, invitees, visitors or persons to whom they are legally responsible; and
- (b) the conducting of minor repairs to the Premises as identified in the [redacted] First Nation Housing Policy.

3.03 All rental and other fees and expenses as may be payable by the Tenant under the terms of this Agreement shall be payable at the offices of the Band or at any other place as specified in writing by the Band from time to time without deduction, setoff or abatement.

3.04 All rental and any other fees or expenses that may be payable by the Tenant under the terms of this Agreement shall be paid by the Tenant to the Band in the form of:

- (a) cash or money order;
- (b) cheque;
- (c) in the case of a Tenant who is an employee of the [redacted] First Nation or any of its operating entities, through payroll deduction during each of the Tenant's regular pay periods;
- (d) in the case of a Tenant who is on social assistance, through direct payment from the [redacted] First Nation Social Assistance Department; and
- (e) in the case of a Tenant who occupies any elected or appointed position on behalf of the [redacted] First Nation for which a per diem, honorarium or other remuneration is payable, through deduction from such payments.

In the case of payroll or other deduction, the Tenant acknowledges and agrees that this clause shall constitute proper and sufficient authority for the First Nation to deduct from any salaries, wages or remuneration to be paid to the Tenant at their regular pay periods, funds sufficient to cover the said rental payments and any other fees or payments that may be payable by the Tenant to the Band hereunder, whether arising prior to or following execution of this Agreement.

3.05 The parties acknowledge and agree that the rent as provided for herein may be adjusted by the Band upon the provision of sixty (60) calendar days' written notice to the Tenant. All rental adjustments shall take effect on the date specified in the said notice.

4. Persons Entitled to Reside in Premises

4.01 The parties acknowledge and agree that the Premises is being rented to the Tenant for occupation as a private residence only and is to be resided in by the Tenant together with their immediate family, including any children born to the Tenant. Identified below is a list of the individuals who shall be entitled to reside in the Premises:

Name	Relationship to Leaseholder	Birthdate (Month / Day / Year)

4.02 The Tenant shall notify the Band in writing of any additions or deletions to their immediate family who may reside in the Premises as identified in subsection 4.01.

4.03 The Tenant agrees that they shall not, during the term of this Agreement, allow any persons other than those listed in subsection 4.01 to occupy or reside in the said Premises on a permanent basis without the prior written consent of the Band.

5. Covenants of the Tenant

5.01 The Tenant covenants, represents, warrants and agrees to and with the Band as follows:

- (a) to pay the rent and any other fees or expenses as may be payable by the Tenant under the terms of this Agreement at the times and in the manner herein provided;
- (b) to pay when due all charges in respect of natural gas, electricity, water, cable, telephone along with any other utility charges applicable to the Premises;
- (c) to comply with and abide by all laws, bylaws, policies or legislative enactments as may be established from time to time by [redacted] First Nation or any authority acting under the jurisdiction of the [redacted] First Nation having application to the Premises, or the Tenant’s use and occupation of the Premises, including the [redacted] First Nation Housing Policy, as amended from time to time;
- (d) to use the Premises as a private residence only;
- (e) not to carry on any offensive or illegal trade or occupation from the Premises, or to establish any trade, business or occupation on or from the Premises without the express written consent of the Band;
- (f) not to transfer, assign, sublet or in any way part with possession of their interest in the Premises without the express written consent of the Band;
- (g) to abide by and comply with all rules and regulations as established by the Band with respect to the Premises as outlined in “Schedule A” together with any amendments as made by the Band in relation thereto. The parties acknowledge and agree that the Band may amend, add to or delete from any of the rules and regulations as described in “Schedule A”, upon a minimum of fourteen (14) calendar days’ written notice to the Tenant, which amendments shall be incorporated into and form part of this Agreement,
- (h) to attend, as requested by the Band, all housing and maintenance workshops offered by the Band;

- (i) not to do or allow to be done on the Premises anything which may become a nuisance or annoyance to the owners or occupants of any neighbouring properties;
- (j) to permit the Band, its employees, servants, agents and contractors access to and from the Premises at all reasonable times for the purpose of inspecting the Premises and undertaking any repairs to the Premises as may be required;
- (k) not to make any major improvements to the Premises without the express written consent of the Band. For the purpose of this section, the term “major improvements” shall, without restricting the generality of the foregoing, include any changes to the interior or exterior structure of the Premises or any changes to the landscaping and layout of the yard site surrounding the Premises. If any alterations, additions or improvements are made to the Premises, the parties acknowledge and agree that such alterations, additions or improvements shall be considered the property of the Band with no compensation payable to the Tenant;
- (l) to be responsible for the completion of all minor repairs in relation to the Premises as identified in the [REDACTED] First Nation Housing Policy;
- (m) to supply to the Band, as and when requested, any information respecting verification of the Tenant’s income or those resident within the Premises for the purpose of rental determination and compliance with the provisions associated with the Canada Mortgage and Housing Corporation (CMHC) On-Reserve Housing Program and the Band’s CMHC Operating Agreements;
- (n) to keep and maintain the Premises in good and clean condition throughout the term of the tenancy and upon expiration of the tenancy, to yield up the said Premises in good and clean condition to the Band. The parties acknowledge and agree that the Tenant shall be responsible for all repairs to the Premises which may become damaged or destroyed through their negligence, carelessness or misuse of the Premises by the Tenant or their family, agents, invitees, visitors or persons to whom they are legally responsible;
- (o) to properly bag and place all garbage in the receptacles provided;
- (p) to notify the Band immediately of any accident, damage or defect occurring to the Premises or any of the plumbing, heating, electrical, water pipes, water lines, gas or utility lines or fixtures used to service the Premises;
- (q) not to permit or suffer to be done anything on the Premises whereby any policy or insurance of the Band on the Premises may become void or voidable, or whereby the rate of premium in respect thereof may be increased;
- (r) to comply with all health, fire and other regulations or requirements as established by the [REDACTED] First Nation or any other governmental authority with respect to the Premises from time to time; and
- (s) upon termination of this Agreement or expiration of the tenancy, to peaceably surrender and yield up possession of the Premises to the Band and to deliver to the Band all keys to the Premises.

6. Covenants of the Band

6.01 The Band covenants, represents and warrants to and with the Tenant as follows:

- (a) that for so long as the Tenant shall not be in default of the terms of this Agreement, the Tenant shall be entitled to quiet enjoyment of the Premises;
- (b) to keep the Premises (contents excluded) insured against loss or damage by fire and other perils commonly insured against;
- (c) to complete all major repairs to the Premises as identified in the [REDACTED] First Nation Housing Policy, provided that the Band shall not be obligated to repair any damages to the Premises or the goods and chattels supplied to the Premises by the Band as caused by the negligence, carelessness or misuse of the Premises by the Tenant or their family, agents, invitees, visitors or persons to whom they are legally responsible; and

- (d) to provide, where applicable, water supply, septic tank pump-out, garbage pickup and road maintenance services to the Premises, provided that the Tenant is not in default of their obligations hereunder or applicable payments related to the services.

7. Mandatory Inspection and Occupancy Review

- 7.01 The parties acknowledge and agree that during the first six (6) months of the term of this Agreement, the Band shall conduct periodic inspections of the Premises with the cooperation of the Tenant. The purpose of the inspections shall be to review the condition of the Premises along with the Tenant's compliance with the terms and provisions of this Agreement. If during the inspections or thereafter, it is determined that the Tenant is not in compliance with the terms and provisions of this Agreement, the Band may proceed to exercise any remedies of default available to the Band hereunder.

8. Tenant's Insurance

- 8.01 The Tenant shall be responsible for insuring their property and contents within the Premises against damage or loss by fire, water, theft and other perils. The Tenant shall be solely responsible for all costs associated with the maintaining of such contents insurance.

9. Indemnification

- 9.01 The Tenant covenants and agrees to indemnify and save harmless the Band, including the Band Council of the [REDACTED] First Nation its officers, agents, employees, successors and assigns from and against any and all claims, demands, actions causes of action, damages, losses, costs, liabilities, and expenses (including without limitation legal fees on a solicitor and client basis), which may be made or brought against the Band or for which the Band may suffer or incur as a result of, in respect of or arising from the following:

- (a) the non-performance or non-fulfillment of any of the terms, covenants or provisions of this Agreement on the part of the Tenant to be performed hereunder, or
- (b) the loss of life, personal injury or damage to property sustained by anyone arising from this Agreement or the occupancy or use of the Premises by the Tenant or any part thereof, whether occasioned wholly or in part by any act or omission of the Tenant of their family, agents, invitees, visitors or persons to whom they are legally responsible;

10 Voluntary Termination of Agreement

- 10.01 Without prejudice to any of the rights and remedies as may be available to the Band upon default as provided for under the provisions of Section 11 hereof, the parties acknowledge and agree that this Agreement may be voluntarily terminated by the parties in the following manner in the specified circumstances:
 - (a) by the Tenant upon the provision of a minimum of thirty (30) calendar days written notice to the Band. The Band may waive notice in whole or in part; or
 - (b) at any time by mutual agreement between the parties.
- 10.02 Upon the effective date of termination as provided for in subsection 10.01, the Tenant shall peaceably surrender and yield up possession of the Premises to the Band.
- 10.03 No remuneration will be given for rent previously paid by the occupant.

11. Default and Remedies Upon Default

- 11.01 Any one or more of the following events shall constitute a default by the Tenant under the terms of this Agreement:

- (a) the Tenant shall fail to pay any rental or other fees or expense payable by the Tenant under the terms of this Agreement when due, and such failure shall continue unremedied for thirty (30) calendar days after notice thereof has been given by the Band to the Tenant to cure such default;
- (b) the Tenant shall fail to observe any term, provision or covenant under this Agreement on the part of the Tenant to be performed, and such failure shall continue unremedied for ten (10) calendar days after notice thereof has been given by the Band to the Tenant to cure such default; or
- (c) the Tenant should abandon the Premises for thirty (30) calendar days or more without notifying the Band; or
- (d) as outlined in Section 12.3 of the [REDACTED] First Nation Housing Policy; or
- (e) upon Tenant receiving official notification of violation of any existing FDFN law, bylaw, policy and or regulation.

11.02 Upon the occurrence of any of the events of default the Band may, at its option, exercise any or all of the following remedies;

- (a) the Band may make such payments or take such actions as it may consider necessary to remedy the default and upon demand recover such payments from the Tenant together with any other amounts as may be due and payable under this Agreement. Any costs incurred by the Band in taking such action to remedy the default shall be payable by the Tenant and shall be considered additional rent payable and recoverable from the Tenant;
- (b) enter upon and take possession of the Premises without demand or notice and thereafter possess and enjoy the Premises as though this Agreement had not been made, or rent or otherwise dispose of the Premises upon such terms and conditions as the Band may deem appropriate. No acceptance of rent or the payment of any other fees or expenses payable by the Tenant subsequent to any breach or default, nor any condoning, excusing or overlooking by the Band on previous occasions of any breach or default similar to that for which re-entry is made shall be taken to operate as a waiver of this condition or in any way defeat or affect the rights of the Band herein;
- (c) withdraw all or any portion of the services to be provided by the Band to the Premises; and
- (d) exercise any other rights or remedies it may have in law against the Tenant.

12. Option to Renew for Further Term

12.01 Provided that the Tenant is not in default under the terms of this Agreement, the Band shall provide to the Tenant the option to renew this Agreement for a further term of 5 years on the terms and conditions herein contained, subject to any adjustments in the rent or other provisions which may be required by the Band. In the event any changes in the rent or other provisions as provided in this Agreement are required, the parties shall execute a new Tenancy Agreement containing such terms and conditions. In the event no changes to the Agreement are required, the terms of this Agreement may be extended for the renewal period without the necessity of the execution of a new Agreement upon confirmation in writing as executed by each of the respective parties.

13. Miscellaneous Provisions

13.01 All Notices required pursuant to this Agreement shall be delivered by hand to the party for which it is intended, sent by facsimile or other similar form of transmitted message, or sent by courier or registered mail to the address indicated below or such other address as either party may stipulate by notice in writing to the other.

To the Tenant: _____

Email: _____

To the Band: _____ First Nation

Attention: Housing Department

Any notice delivered by hand, courier or registered mail shall be deemed to have been received on the date of actual delivery thereof. Any notice sent by facsimile or other similar form of transmitted message shall be deemed to have been received upon receipt of confirmation of transmission by the sending party.

- 13.02 The parties acknowledge and agree that the provisions herein contained constitute the entire agreement between the parties pertaining to the leasing and occupation of the Premises and supersede all previous communications or agreements, whether verbal or written, between the parties with respect to the subject matter contained herein, provided however that nothing herein contained shall be construed as prohibiting the Band from enforcing any rights or remedies that it may have with respect to non-payment of any outstanding liabilities arising from any previous agreement, whether verbal or written, express or implied, between the parties with respect to the leasing or occupation by the Tenant of the Premises, or any other housing units on the _____ First Nation which may have existed prior to the date of execution of this Agreement.
- 13.03 The parties acknowledge and agree that the following Schedule along with any amendments made in relation thereto shall be interpreted as being incorporated into and forming part of the within Agreement.
- 13.04 Save and except as provided for herein, this Agreement may not be changed, altered or amended except by instrument in writing executed by each of the parties hereto.
- 13.05 Failure by either party to enforce at any time, whether a single instance or repeatedly, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or a waiver of the right of the party thereafter to enforce each and every provision. Further, no express waiver of any provision or performance hereunder, or any default by either party, shall constitute a waiver of any other provision or future performance or default.
- 13.06 In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts of this Agreement shall be and remain in full force and effect.
- 13.07 This Agreement shall be binding upon the parties along with their respective heirs, executors, administrators, successors and assigns.
- 13.08 This Agreement shall be governed by and construed in accordance with the laws of the _____ First Nation, **PROVINCE**, and Canada, where applicable.
- 13.09 In event this Agreement is executed by more than one Tenant, the Tenants' obligations under this Agreement shall be considered joint and several and binding equally on each respective Tenant.

13.10 The Tenant shall, at the Band's request, execute such other documents and instruments as may be required in connection with this Agreement or as it relates to the administration of the Band's housing program.

13.11 The Tenant acknowledges having read this Agreement and understands fully the rights and obligations of the Tenant hereunder.

IN WITNESS WHEREOF the parties hereto have caused the Agreement to be executed as attested to by the hands of its proper signing authorities on their behalf effective the day and year above written.

_____ FIRST NATION

Per: _____

Per: _____

SIGNED, SEALED AND DELIVERED

By the Tenant _____

This _____ day of _____, 20____ Tenant

In the presence of:

Witness _____

Tenant

Schedule "A"

Rules and Regulation Pertaining to Tenancy Agreements

1. **Water Fixtures** - The toilets, sinks, tubs, and other fixtures shall not be used for any purpose other than for which they are constructed. No sweepings, garbage, rubbish, litter, rags, oil, grease, solvents, ashes or other materials shall be thrown therein. The tenant shall be liable for any damages, repairs or expenses resulting from the misuse of the water fixtures by the Tenant, or their family, agents, invitees, visitors, and any persons to whom they are legally responsible.
2. **Garbage** – The Tenant shall dispose of all garbage in the appropriate receptacles provided. The tenant shall not place, leave or permit to be placed or left on or in the Premises, and debris or garbage which may cause a health or safety hazard on the Premises.
3. **Moving of Furniture** – No goods, chattels, fixtures or other items that may overload the floors of the Premises shall be brought into the Premises, nor shall such items be moved on, in or over the Premises which may cause damage to the Premises. The Tenant shall be responsible for any damage that is caused by movements of items in or on the Premises.
4. **Electrical and Other Installations** – No electrical or telephone installations or repairs shall be made to the Premises without the prior written consent of the Band. No electrical wiring shall be installed and no electrical fixtures may be installed, repaired or removed from the Premises by the Tenant without prior written consent of the Band. Further, no partitions, fences or enclosures of any kind may be erected on or adjacent to the Premises without prior written consent of the Band.
5. **Smoke and Carbon Monoxide Detectors** – The Tenant shall be responsible for maintaining all smoke and carbon monoxide detectors supplied to the Premises including the change of batteries. The tenant shall notify the Band in writing immediately of any damage or malfunction occurring to any of the smoke or carbon monoxide detectors installed in the Premises.
6. **Noxious Substances** – The tenant shall not bring or permit any contaminants or noxious, dangerous or flammable substances to be brought into or placed within the Premises.
7. **Appliances** – The Tenant shall ensure, where applicable, that all appliances supplied by the Band to the Premises are used in a proper manner and for all purposes for which they were constructed. The Tenant shall be responsible for all damages, repairs and expenses to any appliance or electrical fixtures supplied to the Premises by the Band as caused by negligence, carelessness or misuse of the appliances or electrical fixtures by the Tenant or their family, agents, invitees, visitors or any persons to whom they are legally responsible.
8. **Access to Utility Services and Facilities** – All Tenants shall refrain from storing any property or planting and trees that may prevent access to the SaskTel, SaskPower, SaskEnergy, water and sewer lines or any other utilities or facilities used to service the Premises. For those Tenants located in the subdivisions, due to the water and sewer lines being situated in front of respective housing units, Tenants shall refrains from storing any property or parking and vehicles in front of housing units.
9. **Storage of Abandoned Vehicles** - All abandoned vehicles or any property associated therewith shall be stored at a minimum 50 metres from the Premises or any well, sewage discharge or any service lines which may be used to service the Premise.

10. **Attendance at Premises for Purpose of Conducting Repairs and Inspections** – The Tenant shall ensure that they or a member of their family are present at all times when the Band or its agents, employees, servants or contractors attend at the Premises for the purpose of conducting any repairs and/or inspections with respect to the Premises. Where applicable, the Band shall provide to the Tenant a minimum 24 hours' notice prior to the conducting of any repairs or inspection on the Premises.

11. **Pets** – The tenant shall advise the Band in writing of all pets and/or animals that may be kept in or adjacent to the Premises. All Tenants shall ensure that their pets are housed in appropriate kennels and are properly leashes and restrained when outside the Premises. The Band reserves the right to decline approval for any pet or animal to be housed within or adjacent to the Premises.

The Tenant shall be liable for all losses or damages that may be caused to the Premises by their pets or animals. Further, the Tenant shall be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any person arising from or in any way attributable to their pets or animals, or the keeping of their pets or animals.

12. **Notice of Unattended Premises** – The Tenant shall notify the Band if they plan on leaving the Premises unattended for a period of fourteen (14) calendar days or more in duration. The Tenant shall submit their notice in writing to the Band and shall indicate the length of time for which they will be away from the Premises and provide the name of any person or persons who may be monitoring the Premises.

13. **Noise** – The Tenant shall not cause noise or interference of any kind which, in the opinion of the Band, may become a nuisance or an annoyance to the owners or occupants of any neighbouring properties. Upon request to discontinue any offensive activity that is brought to the Tenant's attention by the Band, its agents or any other persons, the Tenant shall immediately cease and desist from the conduct giving rise to the noise or interference.