

TI'azt'en Nation Rental Agreement

This is a Rental Agreement made as of _____ 20____
between :

Landlord: TI'azt'en Nation
P.O. Box 670
Fort St. James, BC V0J 1P0
250-648-3212

And

Tenant(s): _____ and

P.O. Box _____
Telephone _____

The Landlord shall rent the premises at :

Street Address: _____

Legal Address: _____ Hydro Meter # _____

SH: Phase: _____ Mortgage # _____ Amortization Date: _____

Band Rental: _____ Mortgage # _____ Amortization Date: _____

This agreement does not allow Tenants ownership rights or any property rights to their heirs or beneficiaries.

This Rental Agreement is valid for a **term of** _____ **months/years**, unless terminated by either party, after which time it shall be reviewed and updated as needed following a full housing inspection and review of tenant compliance with this agreement.

Rental Term will begin on _____ 20____ and end on _____ 20_____.

WITNESS THAT for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the Landlord and the Tenant(s) agree as follows:

OCCUPANTS

The Tenant(s) covenants that the following person(s) shall be the only permanent occupant(s) during the term of this agreement, unless the Landlord consents in writing to other persons becoming occupants. Such consent will

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not be unreasonably withheld. The Tenant(s) acknowledges and agrees that this covenant is a material covenant of the Tenancy Agreement and that its breach will provide grounds for termination.

Full Names of all Adult Occupants (over the age of 19 years) to occupy the premises:

Full Names and ages of all minor occupants (under the age of 19 years) to occupy the premises:

| Name | Age | Name | Age |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

Tenant(s) Source of Income:

1. Name: _____ Income Source: _____ Monthly Income: _____
2. Name: _____ Income Source: _____ Monthly Income: _____
3. Name: _____ Income Source: _____ Monthly Income: _____
4. Name: _____ Income Source: _____ Monthly Income: _____

SERVICES AND EQUIPMENT

No furnishings or utilities shall be supplied by the Landlord except those checked below, which the Tenant(s) agrees are in satisfactory condition and which the Tenant(s) shall use responsibly:

- | | | | |
|----------------|---------------|--------------|-----------------------|
| Fridge | <u>Yes\No</u> | Make: _____ | Model\Serial #: _____ |
| Stove | <u>Yes\No</u> | Make: _____ | Model\Serial #: _____ |
| Washer | <u>Yes\No</u> | Make: _____ | Model\Serial #: _____ |
| Dryer | <u>Yes\No</u> | Make: _____ | Model\Serial #: _____ |
| Hot Water Tank | <u>Yes\No</u> | Make: _____ | Model\Serial #: _____ |
| Heater/Furnace | <u>Yes\No</u> | Source _____ | _____ |
| Water Softener | <u>Yes\No</u> | Source _____ | _____ |

BC Hydro Meter Number _____ PNG Meter Number _____

Fire Extinguisher(s) _____ Outbuildings _____

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1. RENTAL PAYMENTS

- a) The Tenant(s) agree to pay the Landlord rent & maintenance fees in the sum of \$ _____ per month payable on or before the **first day of each month** by _____. Payment may be made by payroll deduction, cash, or money order. **No cheques unless prior approved.**
- b) This rent may be adjusted when the Rental Agreement is reviewed and signed after the expiry date. The maximum increase will be 10% per year. Notice will be provided to the Tenant 90 days prior to the rent increase coming into effect.
- c) Arrears Agreement: The Tenant further agrees to pay \$ _____ per month to be applied to housing arrears owing to TI'azt'en Nation, as per the Arrears Agreement.

2. DAMAGE DEPOSIT

- a) The Tenant agrees to keep the residence clean and in good repair for the duration of their tenancy. The Tenant agrees to keep the exterior and yard in good condition.
- b) The Tenant(s) is required to pay a Damage Deposit equivalent to one month's rent. This is to be paid prior to occupancy of said premises.
- c) The Landlord acknowledges receipt of the Sum of \$ _____ as Damage Deposit (Receipt Number _____). Tenant(s) agrees that this money will only be returned to the Tenant(s) provided there are no charges applied according to the Housing Policy.
- d) Tenant(s) agree to allow the Landlord to inspect the premises with 48 hours' notice if the Landlord receives information of damages or a breach of this agreement.
- e) Written Notice on Vacating the unit must be given to the Landlord Thirty (30) days prior to vacating. If the Tenant(s) fail to provide notice, they could be subject to forfeiting their damage deposit.

3. EVICTIONS

- a) If the Tenant(s) fails to comply with any of the terms of this agreement for a period of one month, they will be considered in default of the agreement and will receive written notice from the Landlord that their tenancy will be terminated within 30 days.
- b) Notice will be considered given if delivered in person, left at premises or mailed by regular post.
- c) Notice will provide the reasons for termination and conditions in which the termination process will be suspended.

4. QUIET ENJOYMENT

- a) The Tenant(s) is entitled to quiet enjoyment of the premises and therefore must ensure their neighbors are treated with the same consideration.
- b) Any incidences that require police intervention may be cause for termination of this agreement.
- c) Any and all reports of illegal activities will be taken seriously and may involve notifying the RCMP of suspected criminal behavior. The housing policy will determine a breach of this agreement.
- d) Tenants taking part in illegal activities may be evicted according to the Housing Policy.

5. INSURANCE

- a) The Landlord, will bear the cost of fire and structural insurance for the premises and chattels as

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- described in this agreement. **Content and Renter Insurance is the responsibility of the Tenant(s).**
- b) 100% of the deductible will be charged to the Tenant(s) for claims because of willful damages by the Tenant(s) or their guests or pets.
 - c) The Tenant(s) will not do or omit to do something which may render void or voidable any policy of Insurance on the property.
 - d) The Tenant(s) will indemnify and save harmless the Landlord from all liabilities, fines, suits or claims of any kind with regards to Tenant occupancy.

6. UTILITIES

1. The Landlord is responsible for the following utilities:
 - a) Water & Sewer
 - b) Garbage Pickup
 - c) _____
 - d) _____
2. The Tenant(s) are responsible for the following utilities and services:
 - a) Television Source
 - b) Internet Services
 - c) BC Hydro
 - d) Natural Gas
 - e) Heating fuel
 - f) Telephone

7. PETS

- a) No pet or animal of any kind will be allowed to live in the residence or on the property without the **written approval** of the Landlord.
- b) A security deposit may be required according to the Housing Policy, if pets are responsible for damages to the property.
- c) Approval will only be given when the Tenant(s) have shown proof of spay/neutering and the ability to care for the animal and that the animal poses no threat to other people.
- d) Pet owners must show proof of liability insurance if requested by the Landlord.
- e) Approval for pets can be revoked with 10 days' notice, at which time the animal must be removed from the property.

8. MAINTENANCE

- a) The Tenant(s) are expected to keep the residence and property in good, clean condition.
 1. Normal wear and tear will be identified, and repairs done at the time of inspection or if reported by the Tenant.
 2. All damages not due to normal wear and tear or accidents or acts of god will be repaired at the expense of the Tenant(s) and must be completed within 30 days of notice from the Landlord.
 3. Tenant repairs must be confirmed by the Landlord to ensure they meet building code requirements.

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4. The Tenant(s) are expected to report all damages to the Landlord in a timely manner so as not to cause further damages.
5. All requests for repairs or maintenance must be submitted to the Housing Office.
6. All tenant-initiated renovations, buildings or upgrades must have the written approval of the Landlord. (Painting/changing light fixtures/etc).
7. The Tenant will not keep any vehicles on the property that are not running and insured, for more than 60 days. After 60 days they must be removed, or the Landlord will have them towed at the owner's expense.

9. RIGHT OF ENTRY

- a) The Landlord has the right to enter the premises for inspection or to establish occupancy with 24 hours written notice to the Tenant. The notice is considered served if taped to the residence door or hand delivered.

10. VACATING OF HOME

- a) When the Tenant is vacating the residence, they must abide by the rental agreement concerning the
 1. condition of the premises when they leave. Any cleaning, repairing or debris removal will be charged to the Tenant(s).
 2. All keys and residential materials will be turned over to the Landlord within 24 hours of vacating the property.

11. ASSIGN OR SUBLET

- a) The Tenant(s) shall not assign or sublet the premises unless the Landlord consents in writing.
- b) Subletting may be allowed, by written consent of the Housing Department, in cases where the original Tenant(s) must go out of town for work, health or educational purposes.

12. JOINTLY AND SEVERALLY

- a) The undersigned Tenants are jointly and severally responsible and liable for all obligations under this agreement.

13. DEFAULT

- a) A breach of this Tenancy Agreement by the Tenant(s), by failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of this Agreement, gives the Landlord the right to declare tenancy ended, and thereupon the tenancy and tenant(s) rights hereunder shall absolutely cease, with re-entry or any other act or legal proceedings, and the Landlord or its Agent may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if this tenancy Agreement has not been made.

The Tenant(s) hereby acknowledges having read and agreeing to this Rental Tenancy Agreement and acknowledges receiving a duplicate copy. The Tenant agrees that he is aware of the Housing Policy and

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will abide by the Housing Policy during the term of his/her tenancy.
The Tenant agrees that defaulting on this agreement will lead to eviction.

Dated at _____, BC, this ____ day of _____ 20____. Agreed to and signed by both parties:

Tenant-Print Name

Signature

Tenant-Print Name

Signature

Landlord - Print Name

Signature

Witness Print Name

Signature

Approved by Band Council on _____ 20____. Motion # _____