



Tl'azt'en Nation
PO Box 670, Fort St James, B.C. V0J1P0
Phone: 250-648-3212 Fax: 250-648-3250



Rental Tenancy Agreement

This Rental Tenancy Agreement made as of the 1st day of February 2023.

BETWEEN:

TL'AZT'EN NATION

HEREIN also known as the "Band"

And

HEREIN also known as the "Tenant(s)"

4704 A Mountain View Dr., Tache BC

PO Box Fort St James BC V0J 1P0

Meter #

Band Owned Rental

Mortgage #

WITNESSETH THAT for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Band and Tenant agree as follows:

3. OCCUPANTS

The Tenant covenants that follow persons shall be the only permanent occupants during the term of this agreement unless the Band 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.

List of names of all occupants including given names, age, relationship to Head of Household and source of income.

Names:	Age:	Relationship	Source of Income

4. SERVICES & EQUIPMENT

No furnishings, equipment or utilities shall be supplied by the Band except for those checked below which the Tenant agrees are in satisfactory condition and which the Tenant and Tenant’s guests shall use with care:

Stove (X) Fridge (X) Carpets () Drapes ()
 Sheers () Blinds () Water (X) Heat (X)
 Hot Water (X) Washer (X) Dryer (X)

5. RENTAL PERIOD

The tenancy created by this agreement commences on the **1st day of _____ 2023** and continues month-to-month bass until cancelled in accordance with this agreement.

6. RENT

- (a) The Tenant agrees to pay the Band the rent in the sum of \$ ___ per month payable in advance, on the first day of each month at the Band Office or at such other place as the Band may hereafter from time to time direct. Payment shall be made in money order made payable to the TI’azt’en Nation. This rent may be adjusted in accordance with the provisions in clauses 6 (d) and 6 (e).
- (b) The Tenant is required to pay a damage deposit of \$____prior to occupancy which will be reimbursed to the Tenant within 30 days of vacating the home, subject to leaving the home in the condition as stated under the “VACATING OF HOME” section of this Rental Tenancy Agreement 9 (2) to 9 (i).

(c) The Tenant may also be required to pay heating, telephone, television cable, and hydro charges will be the responsibility of the Tenant. Please note the Band reserves the right to disconnect your Hydro Service when Rent Payments are not received in time specified 7. Eviction 2 a & b.

(d) The Tenant agrees to make available annually to the Band, a Verification of Income, and a Family Profile. (These documents are necessary for the Annual Rental Review). These are due April 1st of each year. Failure to provide adequate proof of income as requested by the Band, will result in the Tenants being responsible for paying rent as stated in clause 6 (a) or what is known as L.E.M. rent. Not applicable for BOH Units.

(e) (1) The rent may be adjusted annually for a period of no less than 12 months, by the Band in accordance with the terms of the CMHC Operating Agreement. When adjusted, this rent will become the rent due and payable. The anniversary date is the 31st day of

March.

(2) Rental adjustments may be necessary based upon changes in the economic circumstances of the tenant, e.g.: family size, employment, etc., or the availability of external subsidy.

(f) Written notice on vacating the home must be given to the Band 30 days in advance of the vacating date. If the Tenant fails to do so, the Tenant may be subject to paying the following months' rent.

7. EVICTION

1. If in arrears of rent, the Tenant will receive written notice from the Band. The Tenant is expected to vacate once he or she has received the final notice otherwise, the Band will remove all personal belongings at the expense of the Tenant.
2. If rent is not received:
 - a) A due notice will be given on the 1st day of the month.
 - b) An eviction notice will be given on the 5th of the month if the rent is not paid by then.

3. Willful damage or abuse of the houses will result in:
 - (a) an additional damage deposit to pay for damages.
 - (b) a notice of eviction; or both.
4. Repeated disturbance of the peace will result in an eviction.
5. The Band maintains the right to make random inspections of the home for purposes of maintenance and upkeep.
6. All Notices of eviction will be given in writing to the Tenant.
7. The Tenant will abide by all rules, regulations and by-laws implemented by the Band.

8. INSURANCE

1. The Band, as owner, will bear the cost of fire insurance for the home, and chattels as specified in clause 3. The cost of personal contents insurance will be borne by the Tenant.
2.
 - (a) 100% of the deductible will be charged to the Tenant for claims as result of willful damage (vandalism) e.g.: broken window, smoke damage.
 - (b) The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences, e.g.: a fallen tree.
3. The Tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises.
4. The Tenant will indemnify and save the Band harmless for all liabilities, fines, suits and claims of any kind for which the Band may be liable or suffer by reason of the Tenant's occupancy of the premises.

9. MAINTENANCE

1. The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements.
2. The Tenant is expected to report all damages of the home to the Band.
3. The Band will be responsible for all normal wear of the house.

4. The Tenant will not mark or deface the interior or exterior walls or floors of the house. Nor will the Tenant use any sticky tape, e.g.: masking tape on any painted surfaces.

5. All requests for repairs and maintenance service must be directed to the Band Office.

6. The Tenant will not make any alterations to the home without prior written consent of the Band.

7. All improvements will become the property of the Band.

8. The Tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition.

10. VACATING OF HOME

1. Upon vacating, the dwelling must be left clean, or the Tenant will be charged for cleaning.
2. Clean shall mean:
 - a) Rugs cleaned, vacuumed, and shampooed (stains removed)
 - b) Floors cleaned and washed.
 - c) All walls washed and patched where needed.
 - d) All electric light bulbs functioning and in place. All fixtures whole and undamaged.
 - e) Refrigerator cleaned of all food and stains washed up. Defrost freezer. if applicable. No freezer surfaces may be scraped during defrosting. All damage/repairs to the inside racks will be charged to the Tenant. Cleaning must be done under and behind the refrigerator.

- f) Stove must be cleaned of all grease inside and out, free of all debris, glass areas cleaned. All fuses must be working or replaced. Cleaning must be done under and behind the stove.
- g) All garbage whatsoever must be removed from the premises including the main living area, cupboards, and closets. Basement and crawl spaces, outside yard etc.
- h) Washer and dryer must be cleaned inside and out. No debris should be left under or behind these appliances.
- i) All windows to be washed inside and out.

11. ASSIGN OR SUBLET

The Tenant is NOT permitted to assign or sublet the Premises at any time.

12. DEFAULT

If there is more than one Tenant, the obligations hereunder shall be joint and several:

A breach of this Tenancy Agreement by the Tenant, by failing to perform or observe any of his/her covenants, or doing anything to contrary to the terms of this Agreement, gives the Landlord the right to declare the 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 possess and enjoy it as if this Agreement had not been made, the right to terminate the tenancy and thus regain vacant possession of the premises.

I _____ HEREBY ACKNOWLEDGES HAVING READ THIS
TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

DATED at Tache, B.C.

This 1st day of _____, 2023.

Agreed to and signed by _____.

Agreed to and signed by THE TL'AZT'EN NATION

Louise Knott

Housing Manager

Please note a damage deposit in the amount of \$_____ was submitted with first month's rent. Also, a reduced amount of damage deposit was charged due to having to clean the unit prior occupancy.