

JAMES SMITH BAND

PETER CHAPMAN BAND

CHAKASTAPASIN BAND

RENTAL/SUB LEASE TENANCY AGREEMENT

(CMHC)

2012

James Smith, Peter Chapman, Chakastapasin

RENTAL/SUB LEASE TENANCY AGREEMENT

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This Rental Tenancy Agreement made as of the ___ day of _____ 20__ between James Smith First Nation, Peter Chapman Band, Chakastapasin Band, herein known as the "First Nation", and _____ herein known as the "Tenant", WITNESSETH THAT for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the First Nation and Tenant agree as follows:

1. 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 be unreasonably withheld. The Tenant acknowledges and agrees that this covenant is a material covenant of this Rental Tenancy Agreement and that its breach will provide grounds for Termination.

Full name of all adult occupants (age 18 or older) to occupy the premises.
Include given names for each one. (Please print)

Full name of all minor occupants (under 18, including infants) include their age.

2. PREMISES

The First Nations rent to the Tenant for the sole use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

House # _____ Street Address: _____.

3. SERVICES & EQUIPMENT

No furnishings, equipment or utilities shall be provided by the First Nations expect those checked below, which the Tenant agrees are in satisfactory condition and which the Tenant and Tenant's guest shall use;

Carpets () Fridge () Stove () Furnace () Hot Water Heater ()

Washer () Water ()

4. RENTAL PERIOD

The Tenancy created by this agreement commences on the ___ day of , 20__ and continues on a month-to month basis until cancelled in accordance with this agreement. The Tenant will have a (6) six month tenancy probation period, from the start of this dates document and (6) months hence. The house will be inspected to ensure compliance with James Smith First Nations, Peter Chapman Band, Chakastapasin Band Housing Policy. Non-compliance will result in eviction.

5. RENT

- a) The Tenant agrees to pay rent in the sum of \$_____ per month payable in advance, on the first day of each month at the band office. Payments shall be made in cheque or money order to James Smith First Nation or will be automatically deducted from S/A in the case the Tenant is on Social Assistance. This rent may be adjusted in accordance with the provisions in clauses 5(d) and 5(e).
- b) The Tenant will not be required to pay a damage deposit.
- c) The Tenant will be responsible for the payment of all utilities. (Does not apply to Social Assistance Recipients).
- d) The Tenant agrees to make available to First Nation, a Verification of Income and a Family Profile at initial occupancy, and annually thereafter on April 1. These are due on April 1 of each year. Failure to provide adequate proof of income as requested by the First Nation will result in the Tenant being responsible for paying the low end of market rent establish annually by CMHC.
- e) RENTAL ADJUSTMENTS
 - i. The rent may be adjusted annually, for a period of less than 12 months, by the First Nation 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 1st day of April, 20___. (A copy of the appropriate pages from the CMHC Operating Agreement can be picked up from the Housing Manager)

- II. Rental adjustments may be necessary based upon changes in the economic circumstances of the Tenant, e.g.: family size, employment, etc.

- f) Written notice on vacating the home must be given to the First Nation 30 days in advance of vacating the unit.

If the Tenant fails to do so, the Tenant may be subject to paying the following month's rent.

6. EVICTION

- a) If in arrears of the rent, the Tenant will receive written notice from the Housing Authority. The Tenant is expected to Vacate once he/she has received the final notice otherwise, the First Nation will remove all personal belongings at the expense of the Tenant.
- b) If rent is not received;
 - i. A due notice will be given 2 weeks after the 1st day of the month.
 - ii. The matter will be directed to the Housing Authority for recommendation and the Housing Authority will make the final decision.
- c) Willful damage or abuse of the house will result in:
 - I. Tenant paying for damages.
 - II. A notice of eviction, or
 - III. Both
- d) Repeated disturbances of the peace will result in eviction. If a signed, written complaint is received by the First Nation, then the First Nation will review and make recommendations.
- e) The Housing Authority maintains the right to make annual inspections of the hoe for the purpose of maintenance and upkeep. 2 weeks' notice will be given to the Tenant.
- f) All notices of eviction will be given in writing to the Tenant.
- g) The Tenant will be given abide by all rules, regulations and policies.

7. INSURANCE

- a) The First Nations as owner will bear the cost of insurance for their home. The cost of personal contents insurance will be the Tenants responsibility.
- b) Deductible:
 - i. 100% of the deductible will be charged to the Tenant for claims as a result of willful damage (vandalism) e.g. broken window smoke damage.
 - ii. The First Nation will pay 100% of the deductible for accidental damage caused by uncommon occurrences e.g. a fallen tree, lightning strikes, floods, grass fires.
- c) The Tenant will not do or omit to do something which may render void or voidable any policy of insurance of file premises.
- d) The Tenant will indemnify and save the First Nation harmless for all liabilities, fines, suits, and claims of any kind for which the First Nations may be liable, or suffer by reason of the Tenant's occupancy if the premises.

8. MAINTENANCE

- a) The Tenant will be responsible for the general upkeep and maintenance of the house. This includes minor repairs and replacements.
- b) The Tenant is expected to report any and all damages of the home to the Housing Manager.
- c) The Tenant will not mark or deface the interior walls or floors of the house.
- d) All requests for repair/maintenance services must be directed to the Housing Department.
- e) The Tenant will not make any alterations to the home without prior written consent of the Housing Authority.
- f) All improvements will become the property of the First Nations.
- g) The Tenant is responsible for cleaning/maintaining the house and area surrounding the house.

9. VACATING THE HOME

- a) Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning.
- b) Clean shall mean:
 - I. Carpet is to be shampooed and vacuumed.
 - II. Floors to be swept and mopped.

- III. Walls cleaned and washed.
- IV. All electrical light bulbs functioning and in place.
- V. Refrigerator cleaned of all food and stains.
- VI. Range cleaned from all grease stains inside and out. All fuses in working condition.
- VII. All garbage removed from suite; cabinets and cupboards, etc.
- VIII. Washer and dryer cleaned inside and out as well as underneath appliances.

10. ASSIGN OR SUBLET

The Tenant shall not assign or sublet the premises without written consent.

11. DEFAULT

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

A breach of the Tenancy Agreement by the Tenant, by failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of the agreement, gives the First Nation the right' hereunder shall absolutely cease, with re-enter or any other act or legal proceedings, and the First Nation or it's agent may re-enter the premises or any part or it, and thereafter possess it as if this Rental Tenancy Agreement has not been made.