

Gwa'sala-'Nakwaxda'xw Nation
Rental Tenancy Agreement

This Rental Tenancy Agreement made as of the _____ day of _____, 200__ between _____ Band, of Port Hardy, British Columbia herein known as the "Band", and _____, herein also known as the "Tenant", WITNESSETH THAT for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Band and the 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 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 term of this Tenancy Agreement and that its breach will provide grounds for Termination.

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 19 yrs of age including infants) to occupy the premises, include given names for each one. Please print clearly.

Name	Age	Name	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. PREMISES

The Band rents to the Tenant for the sole use and occupation as a residential dwelling all those certain Premises known and described as:

3. SERVICES & EQUIPMENT

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

Stove () Fridge () Carpets () Drapes () Water () Heat ()

Hot Water () Washer () Dryer ()

4. RENTAL PERIOD

The tenancy created by this Agreement commences on the _____ day of _____, 200__ and continues on a month to month basis until cancelled or terminated in accordance with this agreement.

5. RENT

(a) The Tenant agrees to pay the Band the rent in the sum of \$ _____ per month payable in advance on or before 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 cash, cheque or money order payable to the Gwa'sala-'Nakwaxda'xw Band. This rent is a flat rate.

(b) The Tenant is required to pay a damage deposit of ½ a months rent prior to occupancy which will be reimbursed to the Tenant within 15 days of vacating the premises, subject to leaving the home in the condition as stated under the "Vacating of Home" section of this Rental Tenancy Agreement.

(c) The Tenant will be required to pay heating, telephone, cable, and hydro charges.

(d) (i) The rent may be adjusted annually, for a period of no less than twelve (12) months, by the Band. When adjusted, this rent will become due and payable. The anniversary date is the _____ day of _____, 200__.

(e) (ii) Rental adjustments may be necessary based upon changes in the economic circumstances or the availability of external subsidy.

If the tenant has paid in full, consecutive monthly rental payments as prescribed in paragraph (a) and (e)(ii) herein for the term of the Loan, as certified correct by the band, the Tenant has the option, if applicable, upon further payment of \$ _____ to purchase the premises and may exercise this option in writing addressed to the Band within _____ days of making the last rental payment. If the Tenant exercises the option to purchase in the form attached as Appendix "A" to this Agreement.

(f) I / we _____ do hereby agree to the following terms for the year 2008 Rental Agreement, if I/we default on my monthly payments, of up to Two (2) months:

1. Upon written request from the Gwa'sala-'Nakwaxda'xw Band / Housing Representatives to come in and do up a payment plan in order to catch up. Failure to do so within five (5) days of notice will prompt us take step #2.

2. I / we _____ authorize the Gwa'sala-'Nakwaxda'xw Band the right to directly deduct up to one month's rent from my payroll in the amount of \$ _____, until the rent arrears are paid up if I / we fail to notify the Band.
3. Upon written request from the Gwa'sala-'Nakwaxda'xw Band and / Housing representative to pay arrears or balance of rental account in the amount of \$ _____ by a determined date. Failure to do so will prompt the Band to hand over the collection of such arrears account to a Collection Agency. However, I / we will continue to pay monthly rent as agreed in paragraph 5 (a) on or before the first (1st) of each month.

Having read and understand the above notices, I / we agree to these matters:

Signature of Tenant

Signature of Witness

Signature of Tenant

Signature of Witness

6. **EVICITION**

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 had 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 2nd day of the month.
 - b) An eviction notice will be given on the 5th of the month if the rent is not paid.
3. Willful damage or abuse of the house will result in:
 - a) an immediate charge for costs of repair to damage done
 - b) a notice of eviction; or
 - c) both of the above
4. Repeated disturbance of peace of quiet enjoyment will result in an eviction.
5. The Band maintains the right to make random inspections of the home for the purposes of maintenance and upkeep.
6. The Tenant will abide by all rules, regulations and by-laws implemented and amended from time to time by the Band.

7. **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 amount will be charged to the Tenant for claims as a result of willful damage / vandalism – i.e. broken windows, smoke damage etc.
b) The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences – i.e. fallen tree, etc.
3. The Tenant will not do pr 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 of suffer by reason of the Tenants occupancy of the premises.

8. **MAINTENANCE**

1. The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements such as light bulbs, damage done to drywall, window and carpet cleaning, etc.
2. The Tenant is expected to report any and all damages of the home to the Band.
3. The Band will be responsible for the 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 or large nails on any painted surfaces of the house.
5. All requests for repair/maintenance service must be directed to the Band Office, preferably in writing.
6. The Tenant will not make any alterations or improvements to the house without prior written consent of the Band.
7. All alterations/improvements will become the property of the Band.
8. The Tenant is responsible for maintaining the house and surrounding area in a clean and sanitary condition at all times.

9. **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 replaced if necessary. 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, basements and crawl spaces, outside yard, etc.
- h) Washer & Dryer also must be cleaned inside and out. No debris should be left under or behind these appliances.

10. **ASSIGN OR SUBLET**

The Tenant shall not assign or sublet the Premises at any time.

11. **DEFAULT**

If there is more than one Tenant / Occupant, 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 by doing anything contrary to the terms of this agreement, gives the Band the right to declare the tenancy ended, and there upon the tenancy and the Tenant's rights hereunder shall absolutely cease, with re-entry or any other act or legal proceedings.

The Band or its agent may re-enter the premises or any part of it, and thereafter have, 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.

THE TENANT(S) HEREBY ACKNOWLEDGES HAVING READ THIS TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

DATED AT _____, BC THIS _____ DAY OF _____, 200__.

AGREED TO AND SIGNED BY THE TENANT – EACH ADULT OCCUPANT

**AGREED TO AND SIGNED ON BEHALF OF THE
GWA'SALA-'NAKWAXDA'XW BAND**

CHIEF/COUNCILOR

HOUSING/BAND ADMINSTRATOR