



**Little Shuswap Lake Indian Band
TENANCY AGREEMENT**

This Tenancy Agreement is made on _____, 2016 (the “**Agreement**”)

BETWEEN:

Little Shuswap Lake Indian Band (“LSLIB”), an Indian band within the meaning of s. 2 of the Indian Act, R.S.C. 1985, c. I-5, as amended, with an address at:

1886 Little Shuswap Lake Rd, Chase, BC V0E 1M2

(the “**Landlord**”)

AND:

Tenant #1		
Tenant #2		
	Last Name	First Name

(the “**Tenant**”)

Being collectively the parties (the “**Parties**”) to this agreement.

IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

1 TENANT INFORMATION

Tenant #1			
Full Name:			
Mailing Address:			
Phone #1:		Email Address:	
Phone #2:		Membership #:	

Tenant #2 (if applicable)			
Full Name:			
Mailing Address:			
Phone #1:		Email Address:	
Phone #2:		Membership #:	

2 THE RENTAL HOME

2.1 The Landlord holds the lawful right of possession to house and property identified as:

House Number	Street	Postal Code
Lot Number	Number Bedrooms	Dwelling Type

(the “**Rental Home**”)

3 APPLICATION OF THE Little Shuswap Lake Indian Band HOUSING POLICY

- 3.1 The Landlord administers rental housing programs pursuant to the Little Shuswap Lake Indian Band Community Housing Policy (the “**Housing Policy**”), which applies to and forms part of this Agreement. In signing this Agreement, the Tenant agrees to be bound by both the terms of this Agreement and of the Housing Policy, as such Housing Policy terms may be in effect or amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this Agreement shall prevail.
- 3.2 The definitions set out in the Housing Policy apply to this Agreement.

4 AGREEMENT TO RENT

- 4.1 The Landlord agrees to rent the Rental Home to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Agreement, and the Tenant agrees to pay Rent (as defined in paragraph 8.1 of this agreement) to the Landlord and otherwise abide by the terms of this Agreement in exchange for the use of the Rental Home as a dwelling.
- 4.2 Nothing in this Agreement shall be construed as an allotment under s. 20 of the Indian Act or as the transfer or conveyance of any title, fee, estate or other ownership interest in the Rental Home or adjacent land in any form to the Tenant.

5 CHANGES TO THIS AGREEMENT

- 5.1 The Landlord may make changes to this agreement from time to time and, subject to paragraph 4.2, any change or addition to this Agreement must be agreed to in writing by the Parties and appended to this Agreement.
- 5.2 Notwithstanding paragraph 5.1, the Landlord may amend or alter this Agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
 - i) rent increases in accordance with the Housing Policy;
 - ii) withdrawal of, or a restriction on, a service or facility;
 - iii) whether to allow pets;
 - iv) access for inspections for condition assessments, maintenance, health and safety; and,
 - v) any change required by the Appeals Committee or a court.

6 TERM AND TERMINATION

- 6.1 The Tenant’s right to occupy the Rental Home subject to paragraph 6.2, starts on the 1st of April and expires on the 31st of March immediately following that date (the “**Term**”).
- 6.2 Rental Homes are first and foremost for occupancy by Little Shuswap Lake Band Members. Tenant’s right to occupy the Rental Home is subject to Membership demand. Non Band Member Tenants may be given two (2) calendar months’ notice to vacate.
- 6.3 Provided that the Tenant is in compliance with the terms and conditions of this Agreement and the Housing Policy and unless the Tenant provides one calendar month written notice and, or the Landlord provides two calendar months written notice for non-renewal, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the “**Subsequent Term**”), and at the end of each Subsequent Term thereafter.
- 6.4 The Parties may mutually agree in writing to terminate this Agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Home.
- 6.5 The Landlord may terminate this Agreement for cause at any time in accordance with section 14 (Eviction) of this Agreement.
- 6.6 The Tenant may terminate this Agreement at any time by providing a full calendar months written notice to the Landlord, such written notice must:
 - i) include the address of the Rental Home;
 - ii) include the date of termination; and

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iii) be signed and dated by the Tenant.

6.7 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than a full calendar month notice of termination, the Tenant must also pay Rent for the month immediately following the month in which notice was given.

6.8 The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Home upon 24 hours written notice to inspect the condition and/or show the Rental Home to prospective tenants.

7 AUTHORIZED OCCUPANTS

7.1 Only the following persons are authorized to occupy the Rental Home on a permanent basis (continual residence for a period of 21 or more days):

Full Name	Membership #	Birth Date	Gender

7.2 The Tenant shall advise in writing of any additional dependent children to be added to the Authorized Occupant list.

7.3 The Tenant may request in writing the Landlord's consent, such consent not to be unreasonably withheld, to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.

7.4 The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Home. The Tenant may permit visitors to stay at the Rental Home for a maximum period of 21 consecutive days.

7.5 The Tenant shall be responsible for the actions of all Authorized Occupants and guests including damage to the Rental Home or any other violations of this Agreement or the Housing Policy.

7.6 If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Home for more than 21 consecutive days, then the Tenant shall be in default under this Agreement and may be evicted for cause in accordance with this Agreement and the Housing Policy.

8 RENT

8.1 The Tenant agrees to pay Rent during the Term in the amount of \$ _____ to the Landlord on or before the 1st day of each month (the "Rent").

8.2 The Tenant agrees to pay Rent during Subsequent Terms subject to any rent increases given in accordance with this Agreement and the Housing Policy.

8.3 The Tenant shall pay the first month's Rent to the Landlord prior to moving into the Rental Home.

8.4 The Landlord will accept payment by cash, cheque, credit card, direct debit, payroll deduction, auto-debit, bank draft, money orders or certified cheques. Payment is to be made at the Little Shuswap Lake Indian Band Office, 1886 Little Shuswap Lake Road, Chase, BC V0E 1M2

8.5 No partial payments or post-dated cheques will be accepted without the prior written consent of the Landlord. The acceptance of a partial payment by the Landlord does not waive the requirement for the Tenant to pay the remaining Rent owing.

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8.6 Where there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.

8.7 The Rent includes the following equipment and services (select all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Septic Services	<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Road maintenance	<input type="checkbox"/>	Clothes washer
<input type="checkbox"/>	Carpets	<input type="checkbox"/>	Dish washer
<input type="checkbox"/>	Propane	<input type="checkbox"/>	Heating System

8.8 The Rent does not include:

- i) Hydro
- ii) Internet
- iii) Telephone
- iv) Cable
- v) Snow removal

8.9 The Tenant is solely responsible for arranging and paying for any equipment and services not included in the Rent.

8.10 If the Tenant receives regular payments of wages or honoraria from the Landlord's payroll, the Tenant may complete a *Payroll Deduction Authorization Form*, as provided in the Housing Policy, to have their Rent deducted directly from their paycheque.

8.11 The Landlord may review the Rent each year and in accordance with the Housing Policy may increase the Rent for the following year.

8.12 The Landlord shall give the Tenant at least 3 months written notice, before the date any Rent increase is to become effective.

9 SECURITY DEPOSIT

9.1 Prior to taking possession of the Rental Home the Tenant will pay to the Landlord a security deposit in the amount of \$_____ which is one-half month Rent (the "**Security Deposit**").

9.2 Upon receiving payment of the Security Deposit the Landlord will provide the Tenant with a signed and dated receipt indicating the amount received.

9.3 The Landlord and Tenant agree that if the Tenant is on social assistance a payment plan for the Security Deposit may be permitted in accordance with the Housing Policy.

Initials		
Landlord	Tenant #1	Tenant #2

9.4 The Security Deposit will be reimbursed to the Tenant within 14 days of the Tenant vacating the Rental Home unless:

- i) the Tenant does not leave the Rental Home in the condition as required under section 16 (Vacating the Rental Home) of this Agreement; or
- ii) the Tenant has unpaid Rent or rental arrears or other debts owed by the Tenant to the Landlord under this Agreement.

9.5 The Landlord is entitled to use the Security Deposit to:

- i) pay for the cost of repairing any damage to the Rental Home not caused by normal wear and tear; and/or
- ii) to cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this Agreement.

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- 9.6 Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9.5 shall be reimbursed to the Tenant.
- 9.7 The Parties agree that the fact that the Landlord uses the Security Deposit to pay for repairs to the Rental Home or to pay for any unpaid Rent or rental arrears or other amounts that the Tenant may owe to the Landlord will not negate or otherwise extinguish the ongoing obligations of the Tenant under this Agreement.

10 FAILURE TO PAY RENT / RENTAL ARREARS

- 10.1 The Tenant must pay the Rent on time. Rent is late and in Arrears if the full amount is not paid on or before 3:00 of the day it is due.
- 10.2 If a Tenant fails to pay Rent on time, and no payment has been received, or no Rental Arrears Repayment Agreement has been entered into, within the times set out below, the Landlord will send the Tenant a Notice in the form of:
 - i) a Notice of Arrears five (5) days after the Rent was due;
 - ii) a Notice of Eviction fifteen (15) days after the Rent was due.
- 10.3 A Notice of Arrears under paragraph 10.2 shall state:
 - i) the amount of the arrears;
 - ii) that the Tenant has to negotiate a Rental Arrears Repayment Agreement with the Landlord or to repay the Arrears in full within ten (10) days; and
 - iii) that if the Tenant fails to repay the Arrears or negotiate a Rental Arrears Repayment Agreement within 10 days the Landlord will terminate this Agreement and evict the Tenant.
- 10.4 The Landlord may charge a reasonable fee to recover administrative costs associated with Arrears collection, including late payment and NSF charges as may be imposed from time to time by the Housing Policy.
- 10.5 If the Tenant fails to pay the entire outstanding amount of the Arrears or to negotiate a Rental Arrears Repayment Agreement within the times set out in the Notice of Arrears, the Landlord will send the Tenant a Notice of Eviction in accordance with paragraph 14.6.
- 10.6 If the Tenant enters into a Rental Arrears Repayment Agreement any scheduled payments made under that Rental Arrears Repayment Agreement are to be paid **in addition** to the normal Rent payments required under this Agreement.
- 10.7 Failure by the Tenant to comply with the terms of a Rental Arrears Repayment Agreement is a failure to resolve outstanding Arrears and the Landlord may terminate this Agreement forthwith and issue the Tenant a Notice of Eviction in accordance with paragraph 14.6.

11 USE OF THE RENTAL HOME

- 11.1 Subject to this Agreement, the Tenant shall not use, or permit others to use, the Rental Home for any purpose other than as a residential dwelling.
- 11.2 The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Home without the prior written permission of the Landlord. If the Landlord agrees, such consent shall be given in writing and appended to this Agreement.
- 11.3 The Tenant shall not keep pets or permit pets to be kept at the Rental Home, except as provided for under this Agreement.
- 11.4 The Tenant shall not disturb the peace, nor permit others to disturb the peace, in or around the Rental Home. Breach of this section, the Landlord may, in its sole discretion and acting reasonably, terminate this Agreement and serve the Tenant a Forty-Eight (48) Hour Notice of Eviction in accordance with paragraph 14.6.
- 11.5 The Tenant shall not engage in, nor permit others to engage in, illegal activities, including the sale of drugs, alcohol or any illicit goods or services in or around the Rental Home. Breach of this section, the Landlord may, in its sole discretion and acting reasonably, terminate this Agreement and serve the Tenant a Forty-Eight (48) Hour Notice of Eviction in accordance with paragraph 14.6.

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11.6 The Tenant shall not make any alterations to the Rental Home, or to the use and occupation of the Rental Home, without the prior written permission of the Landlord. Breach of this section, the Landlord may, in its sole discretion and acting reasonably, terminate this Agreement and serve the Tenant a Forty-Eight (48) Hour Notice of Eviction in accordance with paragraph 14.6.

12 PETS

- 12.1 Pets are not permitted in multi-plex rental units unless the pet is needed for medical or health reasons.
- 12.2 Pets are not permitted inside or outside the Rental Home without the prior written approval of the Landlord as set out in the Housing Policy. Approval shall be in the form of a pet policy addendum, signed by the Landlord and Tenant and appended to this Agreement.
- 12.3 The Tenant may request in writing the Landlord's consent for each pet the Tenant wishes to keep at the Rental Home. If the Landlord agrees, such consent shall be given in writing and appended to this Agreement.
- 12.4 The Tenant shall provide the Landlord with the a pet damage deposit in the amount of \$_____ which is one-half month Rent as set out in the Housing Policy, and which will be held in trust by the Landlord and returned to the Tenant in accordance with the terms set out in section 9 herein and the Pet Policy Addendum attached to this Agreement.
- 12.5 The Tenant shall meet his/her obligations for care of the Rental Home and property as outlined in this Agreement, the Housing Policy and the Pet Policy Addendum to this Agreement.
- 12.6 The Tenant will be solely responsible for any damage to the Rental Home that is caused by his/her pet(s).

13 SUBLETTING OF THE RENTAL HOME

13.1 A Tenant shall not sublet or assign the Rental Home under any circumstances.

14 EVICTION

- 14.1 Where the Landlord determines in its sole discretion that the Tenant has caused a breach under this Agreement, the Landlord may terminate this Agreement for cause and issue a Forty-Eight (48) Hour Notice of Eviction to the Tenant, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord may re-enter and repossess the Rental Home.
- 14.2 Where the Landlord determines in its sole discretion that the Tenant has breached a covenant under this Agreement, the Landlord will deliver a Notice of Default to the Tenant and the Tenant may resolve the breach within the time and in the manner prescribed in such notice and the Housing Policy.
- 14.3 If the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or otherwise breaches the terms of this Agreement or the Housing Policy, the Landlord may terminate this Agreement for cause and issue a Notice of Eviction.
- 14.4 If a Tenant fails to resolve a breach within the time specified in a Notice of Arrears given under section 10. (Failure to Pay Rent / Rental Arrears) the Landlord may terminate this Agreement for cause and issue a Notice of Eviction.
- 14.5 Notwithstanding paragraph 14.2, the Landlord may, at its sole discretion and without prior notice, terminate this Agreement and evict the Tenant if one or more of the following applies:
 - i) the Tenant fails to pay the Security Deposit within thirty (30) days of the execution of this Agreement;
 - ii) the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Home as a result of the false declarations;

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- iii) the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Home and/or the Landlord's property within the Rental Home; and/or
- iv) the Tenant abandons the residence for a period of longer than thirty (30) days or takes up residence off-reserve.

14.6 Upon receiving a Notice of Eviction, the Tenant shall have fourteen (14) days to vacate the Rental Home and shall leave the Rental Home in the condition required under paragraph 17.2 of this agreement.

15 CONDITION ASSESSMENTS

15.1 The Landlord and Tenant shall jointly undertake a condition assessment of the Rental Home:

- i) prior to the Tenant moving into the Rental Home;
- ii) at any time when the Tenant starts keeping a pet during the tenancy;
- iii) on an annual basis to conduct an assessment of required maintenance;
- iv) at the end of the tenancy when the Tenant vacates the Rental Home;
- v) at any time as may be required by CMHC; and
- vi) at any other time as the Landlord may reasonably require.

15.2 During a move-in or move-out condition assessment the Landlord and the Tenant will jointly prepare a condition assessment report and the Landlord shall provide the Tenant with a copy of the condition assessment report that is signed by the Tenant and the Landlord.

15.3 The Landlord shall make reasonable efforts to accommodate a Tenant and shall offer no fewer than 2 opportunities to the Tenant to schedule a move-in or move-out condition assessment.

15.4 If the Tenant fails to participate in a move-in or move-out condition assessment and the Landlord complies with paragraph 15.3 herein and all applicable requirements in the Housing Policy then:

- i) the Landlord may complete a move-in or move-out condition assessment report without the Tenant being present; and
- ii) the Tenant's right to return of security deposit or pet damage deposit, or both, is extinguished.

15.5 Except where a Tenant has abandoned the Rental Home, the Landlord's right to claim the security deposit or pet damage deposit, or both, is extinguished if the Landlord fails to:

- i) comply with paragraph 15.3;
- ii) participate in either a move-in or move-out condition assessment; or
- iii) provide the Tenant with a signed copy of the condition assessment report.

15.6 The Landlord may enter and inspect the Rental Home at any time and for any reason with forty-eight (48) hour's prior written notice to the Tenant.

15.7 The Landlord may enter and inspect the Rental Home without notice to the Tenant if one or more of the following applies:

- i) there is an emergency and the entry is necessary to protect life or property;
- ii) the Tenant gives the Landlord permission; or
- iii) there is evidence that the Tenant has abandoned the Rental Home for a period of thirty (30) or more consecutive days.

16 VACATING THE RENTAL HOME

16.1 The Tenant shall vacate the Rental Home on or before the day the tenancy and this Agreement are to end (the "**Termination Date**"), whether by agreement, Notice of Termination by the Tenant, Notice of Termination by the Landlord or Notice of Eviction by the Landlord. Vacating the Rental Home requires removing all persons and personal

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possessions from the Rental Home and the premises and returning all keys and access devices to the Landlord.

- 16.2 On or before the Termination Date, the Tenant shall leave the Rental Home in a clean, undamaged condition, which includes:
- i) Rugs cleaned and vacuumed and all stains shampooed out;
 - ii) Floors cleaned and washed;
 - iii) All electric light bulbs functioning and in place. All fixtures whole and undamaged;
 - iv) Refrigerator cleaned of all foods and stains and defrosted. All damage to racks, etc. repaired. No surface may be scraped during defrosting. No debris under or behind refrigerator;
 - v) Stove clean and free of all grease inside and out, free of debris in, under and behind stove, glass clean, all fuses in working order;
 - vi) Washer and dryer cleaned inside and out. No debris under or behind washer and dryer;
 - vii) All garbage removed from house, suite, cupboards, cabinets, etc.; and,
 - viii) All surfaces and all storage fixtures (cabinets, closets, etc.) empty and clean.
- 16.3 The Tenant must contact the Landlord within thirty (30) days after the Termination Date to claim any personal property that the Tenant had left at the Rental Home, after which period the Landlord may dispose of any personal property remaining in the Rental Home. The Tenant shall be liable for any expense, damage or loss incurred by the Landlord as a result of the Tenant's failure or refusal to vacate the Rental Home as required under this Agreement.

17 INSURANCE AND INDEMNITY

- 17.1 The Tenant is solely responsible for purchasing and maintaining contents insurance to cover the Tenant's personal property against loss from any and all causes. The Landlord shall in no event be responsible for insuring any personal property in the Rental Home against any loss or damage.
- 17.2 The Landlord shall maintain property and fire insurance for the Rental Home.
- 17.3 The Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may void or render void-able any insurance policy carried by the Landlord for the Rental Home, or which may cause the premiums in respect of such policies to be increased and shall be responsible for any losses, costs or damages incurred by the Landlord in relation to a breach of this section, including any increased insurance premiums.
- 17.4 The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits, claims, demands, damages and actions of any kind whatsoever for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Home.

18 MAINTENANCE AND REPAIRS

Landlord Responsibilities

- 18.1 The Landlord will provide repairs that are deemed to be the Landlord's responsibility under the Housing Policy and the terms of this Agreement.
- 18.2 The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Home, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- 18.3 The Landlord is additionally responsible for:
- i) Ensuring all structural, heating, electrical and plumbing repair work carried out on the Rental Home is performed to industry acceptable standards; and

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- ii) Keeping records of all repairs carried out on the Rental Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

18.4 The Landlord is not required to complete maintenance or repairs to the Rental Home where the Tenant is in Arrears, unless such repairs are required to protect health and safety.

Tenant Responsibilities

18.5 The Tenant shall carry out and/or bear the cost of maintenance and repairs that are the Tenant's responsibility under the terms of this Agreement.

18.6 The Tenant shall provide the Landlord with written notice of any repairs or maintenance that may be required and that are the responsibility of the Landlord under this Agreement.

18.7 The Tenant shall ensure that any area where the Landlord is to perform maintenance or repair services that is safe and free of clutter, waste and/or other hazards that could render the performance of the maintenance or repairs hazardous.

18.8 The Tenant shall complete and provide to the Landlord a seasonal checklist listing Tenant responsibility as set out in the Housing Policy in March of each year to confirm completion of their maintenance responsibilities.

18.9 The Tenant is solely responsible for general maintenance, cleaning and minor repairs and replacements to the Rental Home as set out in the Housing Policy.

18.10 The Tenant is solely responsible for carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

18.11 The Tenant is responsible for the proper care and storage of any hazardous materials within their homes, yards and common living areas.

18.12 The failure of the Tenant to comply with his or her maintenance and repair responsibilities under this Agreement or the Housing Policy is a breach of this Agreement for which the Landlord may issue a Notice of Default under paragraph 14.2.

18.13 The Tenant is responsible for immediately reporting to the Landlord and to the RCMP any third-party vandalism to the Rental Home. The Tenant must provide the Landlord with a copy of the police report. The Landlord is not responsible to cover the costs of third-party vandalism where the Tenant fails to report the vandalism and/or to provide the Landlord with a copy of police report.

18.14 Where the landlord has reason to believe that damage to the Rental Home has occurred as a result of the intentional or negligent conduct of the Tenant, an Authorized Occupant or guest, the Landlord may conduct a condition assessment in accordance with section 15 (Condition Assessments) to assess the damage. Following this condition assessment the Landlord may issue to the Tenant a notice containing:

- i) a description of the nature and extent of the damages;
- ii) a statement that the Tenant has been determined responsible for the damage;
- iii) the repairs needed;
- iv) the costs of the repairs; and
- v) the repayment options available to the Tenant.

18.15 The Landlord will carry out any repairs or replacements under paragraph 18.15 and the Tenant will be invoiced in accordance with the Housing Policy. If the Tenant does not pay the invoice or negotiate a repayment plan with the Landlord within thirty (30) days of receipt of the invoice, this is a breach of this Agreement for which the Landlord may issue a Notice of Eviction under paragraph 14.2

18.16 The Tenant will comply with all Band By-laws relating to residing on reserve.

18.17 The Tenant agrees to notify the Landlord of any intended absences for more than seven (7) days.

19 ALTERATIONS, ADDITIONS OR IMPROVEMENTS

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- 19.1 The Landlord does not permit any semi-permanent or exterior renovations to the rental units (including fire pits) unless pre-approved in writing. If the Landlord agrees, such consent shall be given in writing and appended to this agreement.
- 19.2 The Landlord does not permit any semi-permanent or interior renovations to the rental units, with the exception of interior paint, which must be restored to original paint colour and quality upon termination of tenancy.
- 19.3 If the Tenant makes any alteration, addition or improvement to the Rental Home without prior written authorization, the Landlord may remove or change such alteration, addition or improvement at its sole discretion and the Tenant shall indemnify the Landlord for any loss, expenses or damages incurred by the Landlord as a result of such removal.
- 19.4 Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Home will become the property of the Landlord upon the termination of this Agreement.

20 EMERGENCY REPAIRS

- 20.1 **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Home and include repairs needed as a result of:
 - i) No heat in the winter;
 - ii) Floods or Water issues;
 - iii) Sewer back-up;
 - iv) Appliance failure;
 - v) Leaky roof;
 - vi) Frozen pipes; and
 - vii) Gas malfunctions.
- 20.2 The Landlord shall post and maintain in a conspicuous place at the Rental Home, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- 20.3 If Emergency Repairs are required:
 - i) the Tenant shall contact the designated contact person immediately and without delay;
 - ii) the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii) if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv) the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

21 LOCKS AND FORCED ENTRY

- 21.1 The Landlord shall not change locks or other means of access to the Rental Home unless the Landlord also provides the Tenant with new keys or other means of access.
- 21.2 The Tenant shall not change locks or other means of access to the Rental Home.

22 QUIET ENJOYMENT OF THE RENTAL HOME

- 22.1 For the duration of this Agreement, the Rental Home is the Tenant’s home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Home, reasonable privacy, and freedom from unreasonable disturbance.

23 ABANDONMENT

- 23.1 If the Landlord deems the Rental Home abandoned in accordance with the Housing Policy, this Agreement is deemed to be terminated and the Tenant to have forfeited all rights hereunder, and the Tenant will be liable to the Landlord for:

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- i) any costs incurred by the landlord as a Tenant's abandonment of the Rental home including the costs to store and dispose of abandoned personal property and to repair and clean the Rental Home so that it may be re-rented;
- ii) any Arrears or other outstanding housing-related debts; and

23.2 The Landlord may dispose of any personal property remaining at or in the abandoned Rental Home in the manner prescribed at paragraph 16.3 herein.

23.3 The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 23.1 and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this Agreement by the Tenant.

24 LIABILITY

24.1 The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:

- i) any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Home;
- ii) any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Home;
- iii) without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Home, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- v) any damage to or loss of any property left at or in the Rental Home subsequent to the Tenant giving up possession of the Rental Home whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
- vi) any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

25 LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

25.1 The Landlord shall give the Tenant a copy of this Agreement promptly and in any event within 5 days of executing the Agreement.

26 RESOLUTION OF DISPUTES

26.1 If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Agreement, the terms of this Agreement, or any other matter related to this Agreement, such dispute shall be resolved through the appeal process set out in] of the Housing Policy.

27 LEGAL

27.1 Failure by the Landlord to enforce any provision of this Agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

28 NOTICE

28.1 All notices under this Agreement are to be given in writing and shall be deemed to have been received by the other party:

- i) if by hand or courier, on the date of delivery;
- ii) if by mail or registered mail, that date five (5) business days after mailing; or

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LITTLE SHUSWAP LAKE INDIAN BAND			

- iii) if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.

28.2 Notice to the Tenant may be given by:

- i) hand delivery to the Tenant;
- ii) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this Agreement;
- iii) leaving a copy with an adult who apparently resides with the Tenant;
- iv) leaving a copy in a mail box or mail slot for the address at the Rental Home;
- v) attaching a copy to a door or other conspicuous place on the Rental Home; or
- vi) transmitting a copy to a fax number or email address provided by the Tenant.

28.3 Notice to the Landlord may be given by:

- i) hand delivery to the Residential Property Manager;
- ii) ordinary or registered mail to the Landlord's Housing Department;
- iii) leaving a copy at the Landlord's Housing Department in such place as may be designated by the Landlord for such delivery;
- iv) attaching a copy to the front door of the Landlord's Office; or
- v) transmitting a copy to the Landlord's Housing Department's fax number or email address.

29 GENERAL

29.1 Time is of the essence in this Agreement.

29.2 Words in the singular include the plural form, unless the context otherwise requires.

29.3 This Agreement, the Schedules to this Agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

30 ACCEPTANCE

30.1 The Tenant acknowledges that he or she has read this Agreement, the schedules to this Agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this Agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this Agreement.

The parties have executed this Agreement on _____, 2016.

Signed by Little Shuswap Lake Indian Band)
 AUTHORIZED SIGNATORY at _____)
 In the Province of _____ this ___ day of)
 _____, 20___, in the presence of:)
 _____)
 _____)
 Signature of Witness)
 _____)
 Name of Witness)
 _____)
 Address of Witness)
 _____)
 Occupation of Witness)

LANDLORD

 Authorized Signatory
 Little Shuswap Lake Indian Band
 (Print name: _____)

Signed by _____ /Tenant #1 at)
 _____ in the Province of _____)
 this ___ day of _____, 20___, in the presence of:)

TENANT #1

Page 12 of 13 LITTLE SHUSWAP LAKE INDIAN BAND	Landlord	Tenant #1	Tenant #2

_____))
 _____))
 Signature of Witness _____))
 _____))
 Name of Witness _____))
 _____))
 Address of Witness _____))
 _____))
 Occupation of Witness _____))

 Tenant #1
 (Print name: _____)

Signed by _____/Tenant #2 at _____))
 _____))
 in the Province of _____))
 this ____ day of _____, 20____, in the presence of: _____))

TENANT #2

_____))
 Signature of Witness _____))
 _____))
 Name of Witness _____))
 _____))
 Address of Witness _____))
 _____))
 Occupation of Witness _____))

 Tenant #2
 (Print name: _____)