

# **Lower Nicola Indian Band**



## **Rental Housing Policy**

**Effective Date: September 17, 2019**

**Council Resolution: 09-17-2019-07**



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## Lower Nicola Indian Band

### Band Council Resolution

181 NAWISHASKIN LANE, MERRITT, BRITISH COLUMBIA V1K0A7  
TEL.: 250-378-5157 FAX: 250-378-6188

**WHEREAS** the Lower Nicola Indian Band operates under the authority of Chief and Council;

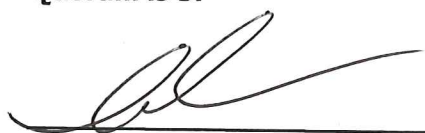
**WHEREAS** the Chief and Council of the Lower Nicola Indian Band wishes to make certain that the Lower Nicola Indian Band has a clearly defined and comprehensive Rental Housing Policy that will enable the Band to offer affordable, healthy and safe on-reserve rental housing to all Lower Nicola Indian Band Members in a transparent, equitable and clear process;

**AND THEREFORE BE IT RESOLVED** that the Chief and Council of the Lower Nicola Indian Band at a duly convened meeting do hereby adopt the following document as the Lower Nicola Indian Band Rental Housing Policy;

**AND NOW THEREFORE FURTHER BE IT RESOLVED** that this Policy shall come into force immediately upon resolution by Chief and Council and shall be deemed to be in compliance with all applicable Lower Nicola Indian Band laws and policies.

This resolution is supported by the undersigned and passed this 17th of September 2019.

**Quorum is 5.**

  
\_\_\_\_\_  
Aaron Sumexheltza, Chief  
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Joanne Lafferty, Councilor  
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Leona Antoine, Councilor  
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Lesley Mangel, Councilor  
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Bill Bose, Councilor  
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Connie Joe, Councilor  
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Harold Joe, Councilor  
\_\_\_\_\_  
Lucinda Seward, Councilor

## **1.0 CHAPTER ONE - RENTAL HOUSING POLICY BACKGROUND**

### **1.1 Introduction**

Housing is an essential component of Lower Nicola Indian Band ("LNIB" or "the Band") community that affects the health and well-being of all Band Members. The purpose of the LNIB Rental Housing Policy is to establish clear and comprehensive guidelines to ensure there is a structured system of managing all on-reserve rental housing.

The LNIB Rental Housing Policy will strive to provide a system that will enable the Band to offer affordable, healthy, and safe on-reserve rental housing to all LNIB Members in a transparent, equitable, and understandable way, including a means of appealing decisions made by the Housing Department.

The LNIB Rental Housing Policy is effective as of *September 17, 2019* and takes the place of all previous and existing housing regulations and policies.

On-reserve housing is complex, as there are several different housing programs and services in existence, which have varied over the years. The Housing Department must clearly identify the ownership status (tenure) of each house and which program and/or service applies to each house.

LNIB has several types of rental and rent-to-own housing, and a number of programs designed to facilitate private home ownership through loan guarantee programs and other financing measures. Each type of housing tenure requires a different kind of management service.

The Rental Housing Policy is a set of regulations that have been approved by Council to direct the management of housing, and how Council, the Housing Department and membership are to conduct themselves with regards to on-reserve rental housing. Through the use of this Rental Housing Policy, LNIB will achieve consistency, continuity, equitableness, accountability, and responsibility.

### **1.2 Be A Good Neighbor**

LNIB is proud to work with all of its Tenants to uphold the spirit of being "A Good Neighbour" so that all members of the community treat others living on our Reserves fairly and in a way that they would like to be treated themselves. The underlying principles of this spirit include the following; together, they provide a foundation for the requirements set out in this Rental Housing Policy.

- Be a good neighbour
- Take pride in my home
- Respect other people's property
- Look out for my neighbours
- Take care of the environment
- Be part of my community

### **1.3 Community and Low Income Mandate**

Council of the LNIB acknowledge that there is a need for affordable on-reserve rental housing to accommodate all members, including those that face financial hardship. Council is committed to building strong families and a strong community by providing Community and Low-Income Housing that is healthy, safe, affordable, and accessible to all those in need of shelter. Therefore, in order to meet this mandate, the Council shall, from time to time and by way of valid Band Council Resolution, designate Band owned housing units as Community and Low-Income Housing Units.

### **1.4 Goals and Objectives of the Policy**

The goals and objectives of the Rental Housing Policy are, in managing and administering LNIB's housing programs and services, as follows:

- To create and maintain a profile of the houses and property on-reserve so that the LNIB may engage in long-term planning for the community;
- To address the current and future needs of all membership in obtaining affordable, clean, and secure housing;
- To maintain and protect the on-reserve houses and properties so that they may provide adequate shelter for future occupants;
- To provide information on various aspects of the housing program and to assist members in making applications;
- To establish fair processes for the allocation of housing and subsidies and for appealing housing decisions;
- To establish a framework for the determination of all rental rates and the method of collection of rent that is fair, reasonable and just for all Tenants;
- To provide safe, healthy and permanent primary residences for LNIB members.

## 2.0 CHAPTER TWO- DEFINITIONS

**"Authorized Occupants"** means a person who is permitted to reside in a Rental Unit under the terms of a Rental Agreement, but who is not the Tenant.

**"Band Member or Member"** means an individual whose name appears on the LNIB Band Membership List..

**"BCR"** means an LNIB council resolution consented to by a majority of the councillors present at a duly convened meeting of the Council, and which is in written form and signed by all members of Council voting in favour.

**"CMHC (Minimum Rental Rate) Housing"** means the program provided by Canada Mortgage Housing Corporation - Section 95 - to assist First Nations in the construction, purchase, rehabilitation and administration of suitable, adequate and affordable social housing on-reserve, which is made available to Band Members through a Tenancy. Agreement.

**"Co-Tenant"** means either of two persons who have entered into a Tenancy Agreement together for the same Rental Unit.

**"Community and Low-Income Housing Units"** means all LNIB owned rental units with a paid-out mortgage that have been designated as Community and Low-Income Housing Units by way of BCR.

**"Council"** means the duly elected Chief and Councillors of the LNIB pursuant to the Lower Nicola Custom Election Rules.

**"Certificate of Possession or CP"** means a certificate of possession in respect of LNIB Land issued under section 20 of the Land Code or a LNIB allotment law.

**"Director of Infrastructure"** means the staff member hired by Council to oversee LNIB staff and operations, who holds the responsibilities set out in section 4.2.

**"First Nations"** is an accepted term that refers to indigenous Aboriginal peoples in Canada who are neither Inuit nor Métis people.

**"Good Financial Standing"** means not owing any money to LNIB or the Housing Department.

**"Household Composition"** means the number of people in a household, their ages, genders and relationships and is required information on the Rental Application Form for the purpose



of ensuring that housing allocations are suitable according to the National Occupancy Standard (NOS).

**"Housing Department"** means the Department that is responsible for carrying out housing functions and operations on behalf of the LNIB. It includes the Housing Manager, Housing Coordinator, and supporting staff. Where this Rental Housing Policy requires permission from or notice/submission to the Housing Department, only permission from or notice/submission to the Housing Manager or Housing Coordinator will constitute such permission or notice/submission. Where this Rental Housing Policy indicates that the Housing Department has decision-making authority, it refers only to the authority exercised by the Housing Manager or the Housing Manager and the Housing Coordinator, or their delegate as explicitly outlined in the Rental Housing Policy, on behalf of the Housing Department as an entity.

**"Housing Manager"** means the staff member hired to manage the day-to-day operations of the LNIB Housing Department.

**"Policy"** means this LNIB Rental Housing Policy, unless otherwise specified, and includes all policies and procedures related to the Housing Department, including amendments to this Rental Housing Policy made from time to time.

**"Illegal Activity"** means any activity, not including Title and Rights activism, which contravenes the *Criminal Code of Canada*.

**"I.R."** means Indian Reserve.

**"Land Code"** means the Lower Nicola Indian Band Land Code.

**"LNIB or the "Band"** means the Lower Nicola Indian Band.

**"LNIB Housing Staff"** means the staff members hired by LNIB to perform duties related to housing, including the Housing Manager and any supporting staff.

**"LNIB Land"** means any portion of a reserve of LNIB that is subject to the Land Code.

**"LNIB Payment"** means a payment made to a person who is an employee, a contractor doing work for LNIB, Councillors and any other person on the LNIB payroll or receiving moneys from LNIB, including educational payments.

**"Rent"** means an amount of money paid, or required to be paid, by a Tenant to LNIB as described in the Tenancy Agreement in return for the right to occupy a Rental Unit, but does

not include a security deposit, Arrears, or other debts owed by the Tenant to LNIB in connection with the tenancy.

**"Rental Agreement"** means a written agreement made between LNIB and a Tenant, in the form attached as Appendix "A", that confers on the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent to LNIB, and includes any renewal of a Rental Agreement.

**"Rent-to-Own Agreement"** means a written agreement made between LNIB and a Tenant, in the form attached as Appendix "B", that confers on the Tenant a right to occupy a Rental Unit and the option to own the home and the lands on which the home is situated upon discharge of the mortgage, in exchange for the payment of Rent to LNIB for a fixed period of time, and includes any renewal of a Rent-to-Own Agreement.

**"Rental Unit"** means a home that is occupied by a Tenant under the terms of a Tenancy Agreement and includes the lands on which the house is situated.

**"Rental Unit Housing Application"** means an application for a Rental Unit and containing the information set out in Appendix "C".

**"S.A."** means Social Assistance.

**"Security Deposit"** means an amount of money equal to the amount of one ½ month's Rent, which is required to be paid to LNIB prior to a Tenant moving into a Rental Unit.

**"Temporary Tenancy"** means a tenancy as set out in section 5.7 of this Policy.

**"Temporary Tenancy Agreement"** means a written agreement made between LNIB, a Tenant, and a Temporary Tenant in the form attached as Appendix "D", that confers on the Temporary Tenant a temporary right to occupy a Rental Unit subject to a Rent-to-Own Agreement in exchange for the payment of Rent to LNIB.

**"Tenant"** means a person who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to LNIB in return for the right to use and occupy a Rental Unit.

**"Tenancy Agreement"** means either a Rental Agreement, a Rent-to-Own Agreement or a Temporary Tenancy Agreement.

**"Written Notice"** means provision of, or the document containing, information communicated to or from the Housing Department. It must include the name of the individual(s) that the notification concerns, the information, or notice, being communicated, and the date of the notice to the individual being notified. Where the Written Notice contains a decision, it should

include the date of the decision, the decision made by the decision makers, the decision makers, and reasons for the decision (where such reasons are explicitly required by this Policy).

### **3.0 CHAPTER THREE – SCOPE AND APPLICATION OF THIS POLICY**

This Policy applies to all Rental Units on LNIB I.R. lands listed below, to all housing programs and services administered by the Housing Department and to all Band Members, Tenants, and Council receiving such programs and/or services. All LNIB staff, applicants, and Tenants will have access to this Policy at all times.

- Nicola Mameet I.R.#1
- Joeyaska I.R.#2
- Pipseul I.R.#3
- Zoht I.R.#4
- Zoht I.R.#5
- Logans I.R.#6
- Hamilton I.R.#7
- Speous I.R.#8
- Zoht I.R.#14

3.1.1 If there is any inconsistency or conflict between this Policy and the Land Code, or between a by-law referenced in this Policy and the Land Code, the Land Code prevails to the extent of any inconsistency or conflict.

### **4.0 CHAPTER FOUR – ROLES AND RESPONSIBILITIES**

#### **4.1 Authority**

4.1.1 This Policy is made under the authority of Council.

#### **4.2 Roles and Responsibilities**

4.2.1 A key goal of this Policy is to ensure that every person involved with or affected by LNIB's delivery of housing programs and services has a clear understanding of their rights and responsibilities.

- 4.2.2 Council is responsible for:
- a) transferring Band owned housing to the Community and Low-Income Housing inventory;
  - b) approving annual minimum rental rates, and
  - c) setting the future direction of the Housing Department.
- 4.2.3 Council's point of contact within the Housing Department is the Housing Manager. The Director of Infrastructure is the point of communication between Council and the Housing Department.
- 4.2.4 The Director of Infrastructure oversees the Housing Department by ensuring the effective management of the Housing Department and the Housing Department's management of its annual budget and workplan as ratified by Council.
- 4.2.5 The Housing Manager is responsible for the day-to-day operations of the Housing Department and supervises housing staff. The Housing Manager is expected to provide the Director of Infrastructure with regular updates on the current and planned activities as well as the progress of work for which she or he is responsible. The Housing Manager is expected to operate the Housing Department within its annually approved budget and workplan, comply with all the LNIB housing policies and procedures and to inform the Director of Infrastructure of any issues regarding the policies, procedures, operations, or staffing within the Housing Department.
- 4.2.6 Tenants are responsible for:
- a) participating in community meetings and engaging with the Housing Department where appropriate; and
  - b) reading, understanding and adhering to the terms and conditions of this Policy and any agreements to which they are a party, including any Tenancy Agreement.

## **5.0 CHAPTER FIVE - LNIB RENTAL HOUSING**

### **5.1 Introduction**

- 5.1.1 All LNIB rental housing is managed as set out in this Policy. All Tenants are required to pay Rent and to adhere to this Policy and to their Tenancy Agreements.

## **5.2 Eligibility for Rental Housing**

5.2.1 To be eligible to apply for rental housing, a person must:

- a) be in Good Financial Standing with the Band;
- b) have no Arrears or outstanding historical debt owing to LNIB;
- c) be at least 18 years of age;
- d) not have been evicted from any LNIB rental housing, or otherwise have a history of failure to comply with a Tenancy Agreement within five (5) years immediately preceding the date of his/her application for rental housing;
- e) if selected for a Rental Unit, provide a criminal record check, and if the applicant has a criminal record, receive the approval of the Housing Department in accordance with sections 5.2.3;
- f) provide confirmation of their ability to have necessary utilities transferred into their name; and
- g) for Rent-to Own Units, the applicant must be a LNIB Member.

5.2.2 An applicant must include a current Criminal Record Check with their application, which is to be completed at the applicant's expense. Applications will not be processed without a current Criminal Record Check.

5.2.3 If an applicant has a criminal record, this may not be prohibitive in the approval of their application. If the applicant has a criminal record, an assessment of the record may be made on a case-by-case basis at the discretion of the Housing Department, as determined by the Housing Manager, Housing Coordinator, and if necessary, the Director of Infrastructure. The Housing Department may determine that a criminal record does not automatically disqualify an applicant. Factors included in this assessment include, but are not limited to:

- a) the severity and nature of the offence(s) and whether a real risk is posed to the community safety principles underlying this Policy if the individual's application were to be approved. Child protection and vulnerable population concerns would be considered with this factor;

- b) evidence of the applicant's good character, which the Housing Department may permit the applicant to provide in support of their application alongside their criminal record check;
- c) any other case-specific information that may assist the Housing Department in making a determination.

- 5.2.4 The Housing Department and any individuals involved in the decision-making as delegates of the Housing Department are held to strict confidentiality, as set out in the confidentiality provisions in section 7.0. This includes the treatment of criminal records. The presence of, and content of, a criminal record will be stored and treated confidentially.
- 5.2.5 An applicant must inform the Housing Department if he/she no longer meets the eligibility requirements for rental housing.
- 5.2.6 An applicant may appeal a decision that he/she does not meet the eligibility guidelines by following the Appeals procedures at Chapter 6.0 of this Policy.

## **5.3 Applications for Rental Housing**

- 5.3.1 Any applicant who meets the eligibility requirements in section 5.2 may apply for rental housing by submitting to the Housing Department a completed **Rental Unit Housing Application** (Appendix "C"). The Housing Department will provide assistance as necessary.
- 5.3.2 The Housing Department will review all Rental Unit Applications for eligibility and completeness using the **Rental Housing Application Review Form** (Appendix "E"), and will reject ineligible or incomplete applications.
- 5.3.3 When the Housing Department rejects an application for being ineligible or incomplete, the Housing Department will provide the applicant with an explanation about why the applicant is ineligible, and/or indicating the deficiencies in an incomplete application.
- 5.3.4 An applicant may correct an incomplete Housing Applications and re-submit it at any time. The Housing Department will work with applicants to help correct any deficiencies in applications for rental housing.
- 5.3.5 If an application submitted by an eligible applicant is complete, the Housing Department will review the application in accordance with section 5.4 of this Policy.

## 5.4 Tenant Selection

5.4.1 Tenant selection is governed by the following criteria:

- a) The application is accepted based on eligibility criteria outlined in section 5.2;
- b) Need;
- c) Number of times the applicant has applied;
- d) Whether the applicant is a Tenant under an existing Tenancy Agreement;
- e) References;
- f) Household Composition and compliance with NOS;
- g) Past rental and financial history with LNIB;
- h) Verification that the applicant is in Good Financial Standing with the Band;
- i) Confirmation of the applicant's ability to have necessary utilities transferred into their name; and
- j) Other special considerations (e.g. disability requiring barrier free living, need for emergency housing as a result of fire, etc.).

5.4.2 When rental housing becomes available, the Housing Department will:

- a) meet to review all waitlisted applications and any new applications;
- b) score the applications in accordance with the **Rental Housing Scoring Guide** (Appendix "F"); and
- c) approve the application with the highest score, subject to section 5.4.3 and 5.4.4.

5.4.3 If two applications receive the same score, priority will be given to the application that was submitted first, based on the recorded date received.

5.4.4 If two applications receive the same score, priority will be given to the applications that was submitted by a Band Member.

- 5.4.5 If a selected applicant declines a housing allocation, the Housing Department will approve the application with the next highest score, subject to section 5.4.3 and 5.4.4.
- 5.4.6 Unsuccessful applications will remain or be placed on a waiting list. Applicants must update their waitlisted Housing Application within 1 year of the application being submitted, and at any other time when the information on the Housing Application changes. The Housing Department will document the expiry date of each application as 1 year from the date of the application being submitted.
- 5.4.7 Waitlisted applications that are not updated annually in accordance with the preceding section will be deemed inactive and removed from the waiting list.
- 5.4.8 If an application is unsuccessful, the applicant may request an explanation from the Housing Department.

## **5.5 Tenancy Agreements: Rental and Rent-to-Own**

- 5.5.1 Tenancy Agreements are legally enforceable contracts made between the Tenant and LNIB. They set out the obligations and rights of a Tenant and LNIB with respect to a Rental Unit, and have been developed to protect the Rental Unit, the Tenant and LNIB.
- 5.5.2 Prior to entering into a Rental Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Tenancy Agreement, including rules and obligations imposed on the Tenant, charges payable by the Tenant and consequences for breaching Rental Agreement and/or this Policy.
- 5.5.3 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Policy, including to:
- a) pay Rent and utility bills on time and in full;
  - b) be responsible for any damage to the Rental Unit due to accident or negligence;
  - c) maintain the Rental Unit in a clean, safe and orderly condition;
  - d) care for and maintain the lands on which the Rental Unit is located; and
  - e) permit only Authorized Occupants to reside in the Rental Unit; and



- f) if applicable, for a Rent-to-Own Agreement, relinquish all claims and rights to the surveyed lot and land that the Rental Unit occupies until such time that the Tenant is eligible to exercise the Option to Buy as set out in the Rent-to-Own Agreement.

5.5.4 The Tenant may request in writing LNIB's consent to amend the list of Authorized Occupants to add or remove persons from the list. If LNIB agrees, such consent shall be given in writing and appended to this Rental Agreement, along with the amended list of Authorized Occupants.

5.5.5 In signing a Tenancy Agreement, LNIB agrees to:

- a) allow the Tenant and Authorized Occupants to reside in the Rental Unit; and
- b) provide and maintain the Rental Unit in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant.

5.5.6 In addition to the above, a Tenant who enters into a Rent-to-Own Agreement will have the option to purchase the Rental Unit in accordance with the Rent-to-Own Agreement, this Policy and the Housing Transfer of Ownership Policy once the mortgage has been discharged and any Arrears or debts owing to LNIB have been paid in full and Council have consented. In all other respects, the relationship between the Tenant and LNIB is that of landlord and tenant.

5.5.7 All Tenants must sign a Tenancy Agreement before occupying a Rental Unit.

5.5.8 Tenancy Agreements will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants and Authorized Occupants, contact information or Rent changes.

5.5.9 When entering into a new Tenancy Agreement, or renewing an existing Tenancy Agreement, the Housing Department will provide the prospective Tenant with a copy of the Tenancy Agreement to read, explain each clause of the Tenancy Agreement to the prospective Tenant and sign the Tenancy Agreement on behalf of LNIB.

5.5.10 When entering into a new Tenancy Agreement, or renewing an existing Tenancy Agreement, the Tenant will initial each page guaranteeing the page has been read and understood and sign the Tenancy Agreement.

- 5.5.11 The Tenant and the Housing Department will sign the Tenancy Agreement prior to the Tenant occupying the Rental Unit. The original copy of the Tenancy Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.

## **5.6 Subletting Rental Housing Units**

- 5.6.1 A Tenant may not sublet a Rental Unit.

## **5.7 Temporary Tenancy**

- 5.7.1 Temporary Tenancies are only permitted in accordance with this section.
- 5.7.2 Under extenuating circumstances, a Tenant in a Rent-to-Own Agreement may apply to the Housing Department for permission to temporarily transfer their right to occupy the Rental Unit subject to their Rent-to-Own Agreement to another Member. A Temporary Tenancy must not exceed one (1) year but may be renewed.
- 5.7.3 Extenuating circumstances that will be considered include:
- a) Health-related reasons (e.g. the Tenant requires hospitalization); and
  - b) Educational reasons (e.g. the Tenant is going away for school).
- 5.7.4 The Member being transferred the right to occupy the Rental Unit must meet all eligibility requirements set out in section 5.2 and must enter into a **Temporary Tenancy Agreement** (Appendix "D") with LNIB, which will be managed by the Housing Department and not the original Tenant. The Temporary Tenancy Agreement governs the terms and conditions of the temporary tenancy and sets out that the temporary Tenant will be responsible for paying Rent and utilities and maintaining the Rental Unit in good condition. In addition, the temporary Tenant will have all the responsibilities of a Tenant for the duration of the Temporary Tenancy and LNIB may enforce the terms of the Temporary Tenancy Agreement against the temporary Tenant as though the temporary Tenant were the Tenant.
- 5.7.5 The temporary Tenant must state, in writing, that he/she is aware of his/her responsibility for securing his/her own accommodations after the Temporary Tenancy Agreement expires. The temporary Tenant accepts the Rental Unit on an "as is" basis.
- 5.7.6 The Rental-to-Own between LNIB and the primary Tenant remains in effect for the duration of the Temporary Tenancy and the primary Tenant is ultimately responsible

to ensure that all the obligations of the Rent-to-Own Agreement, including paying Rent and utilities, are met. This means that if the temporary Tenant breaches the terms of the Temporary Tenancy Agreement and LNIB is unable to recover Arrears, costs, damages or other expenses from the temporary Tenant, the primary Tenant will be responsible.

- 5.7.7 If the temporary Tenant is evicted by LNIB as a result of breaching the Temporary Tenancy Agreement, the primary Tenant will be required to return to the Rental Unit or find a new temporary Tenant, and the primary Tenant will be responsible for Rent and utilities unless and until a new temporary Tenant enters into a Temporary Tenancy Agreement.
- 5.7.8 If a Tenant allows another Member or person to reside in a Rental Unit without approval of the Housing Department, the Tenant will be responsible for any damage to the Rental Unit and may be subject to eviction
- 5.7.9 To apply for Temporary Tenancy approval, the Tenant must complete and submit a **Temporary Tenancy Application** (Appendix "G") to the Housing Department. The Temporary Tenancy Application must include the reason for the request to temporarily assign the Rent-to-Own Agreement.
- 5.7.10 Incomplete applications will not be considered.

## **5.8 Rental Rates**

### **Community and Low-Income Housing Units**

- 5.8.1 Rental rates for Community and Low-Income Housing Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.2 In the case that a Tenant or Tenants in a Rental Unit are in receipt of S.A., the Rent charged for Community and Low-Income Housing Units will be based on the monthly maximum shelter allowance as determined by S.A. up to a maximum shelter or the flat rent rate. Individuals on S.A. are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.8.3 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **CMHC Units**

- 5.8.4 Rental rates for CMHC Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.5 All Tenants, regardless of whether employed or in receipt of S.A. or Pension Benefits, must pay the minimum rental rate for CMHC Rental Units as determined annually by the Housing Department in accordance with CMHC Guidelines.
- 5.8.6 In the case that a Tenant or Tenants in a Rental Unit are in receipt of S.A., the Rent charged for CMHC Units will be based on the monthly maximum shelter allowance as determined by S.A. up to the maximum flat rental rate. Individuals on S.A. are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.8.7 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **LNIB Rental Units**

- 5.8.8 Rental rates for LNIB Rental Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.9 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **Notice of Rent Increase**

- 5.8.10 The Housing Department will give Tenants three (3) months' written notice of any Rent increases, using the **Notice of Rent Increase** (Appendix "I").

## **5.9 Payment of Rent**

- 5.9.1 Rent payments contribute to the cost of housing and are used to protect LNIB's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Tenancy Agreements.
- 5.9.2 Subject to section 5.9.8, Rent is due and must be paid in full on or before the first of every month.

- 5.9.3 No partial payments or postdated cheques will be accepted without the Housing Manager's prior written consent.
- 5.9.4 Rent may be paid by:
- a) cash;
  - b) cheque;
  - c) certified cheque, money order or bank draft;
  - d) electronic transfer or pre-Authorized direct deposit; or
  - e) Deduction to an LNIB Payment.
- 5.9.5 If the Tenant has paid Rent by cheque and the cheque is refused by the bank for any reason, the Tenant will be notified immediately to pay the Rent. The Tenant will also be required to pay to LNIB any bank charges incurred. If a Tenant has two (2) cheques refused by the bank within a one (1) year period, all future rental payments must be made by certified cheque, money order, or cash for the duration of the tenancy.
- 5.9.6 Employees, contractors doing work for LNIB, Councillors and any other person on the LNIB payroll or receiving moneys from LNIB, including educational payments, may complete a **Consent to Payment Reduction** (Appendix "J") to have their Rent deducted directly from their payment.
- 5.9.7 In the case where a Tenant or Tenants in a Rental Unit are in receipt of S.A., Rent payment must be paid directly from the S.A. program or programs. The Tenant or Tenants are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.9.8 Late rent payments may be accepted by LNIB in extenuating circumstances. The Tenant must, before the first day of the month, write a letter to the Housing Manager detailing the circumstances and a decision by the Housing Manager will be made as to the validity of the circumstances.

## **5.10 Security Deposit**

- 5.10.1 All Tenants are required to pay a Security Deposit before moving in to a Rental Unit. The Security Deposit is equal to the amount of one half (1/2) month's Rent.
- 5.10.2 SA Tenants will be required to make arrangements with Housing Department on payment of their Security Deposit.
- 5.10.3 LNIB will hold the Security Deposit in an interest-bearing account in trust for the Tenant during the term of the Tenancy Agreement.
- 5.10.4 Upon termination of the Tenancy Agreement, and within 30 days of the Tenant vacating the Rental Unit, LNIB will reimburse the Security Deposit, plus accrued interest, to the Tenant, unless the Tenant:
  - a) does not leave the Rental Unit clean and in re-rentable condition as required under the Tenancy Agreement;
  - b) has outstanding Rent or Arrears; or
  - c) has left the Rental Unit with damage other than that caused by normal wear and tear.
- 5.10.5 LNIB is entitled to use the Security Deposit to pay for the repair of any damage to the Rental Unit other than that caused by normal wear and tear, to clean the Rental Unit to bring it to required standards for re-allocation, and to cover any Arrears or unpaid Rent.

## **5.11 Arrears Management**

- 5.11.1 Subject to section 5.9.8 all Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services. LNIB does not allow non-payment of Rent for any reason.
- 5.11.2 Rent is late, and in Arrears, if the full amount is not paid by 4:00 pm on the day it is due, or if a letter is not received explaining the late payment in accordance with section 5.9.8.
- 5.11.3 If a Tenant fails to pay Rent on time, the Tenant must immediately make an appointment with the Housing Department to pay the Arrears or, if the Tenant is

unable to pay the Arrears, to negotiate an Arrears Repayment Agreement (Appendix K).

- 5.11.4 If a Tenant fails to pay Rent on time more than 3 times in one calendar year, the Housing Department may terminate the Tenancy Agreement and evict the Tenant in accordance with the early termination and eviction provisions of the Tenancy Agreement.
- 5.11.5 The terms of an Arrears Repayment Agreement will be negotiated between the Tenant and the Housing Manager, and will include the amount of each repayment installment and the date each payment is due.
- 5.11.6 A Tenant who is an employee, contractor doing work for LNIB, Councillor or any other person who is on the LNIB payroll, may complete a **Consent to Payment Reduction** (Appendix "J") to have his/her Arrears deducted from his/her paycheck.

#### **Housing Department Collections Procedures**

- 5.11.7 If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Repayment Agreement has been entered into, within the times set out below, the Housing Department will send the Tenant:
  - a) a **First Notice of Non-Payment of Rent** (Appendix "L") **5 days** after the Rent was due; and
  - b) a **Final Notice of Non-Payment of Rent** (Appendix "M") **10 days** after the Rent was due; and
- 5.11.8 If a Tenant fails to pay the entire outstanding amount, or to negotiate a payment schedule as part of an Arrears Repayment Agreement, within the times set out in the Final Notice of Non-Payment, the Housing Department will send the Tenant a **Notice of Termination of Tenancy** (Appendix "N").
- 5.11.9 A Tenant who has entered into an Arrears Repayment Agreement will be required to pay Rent in accordance with his/her Tenancy Agreement **and in addition** to pay Arrears in accordance with the Arrears Repayment Agreement. If the Tenant fails to comply with all the terms of the Arrears Repayment Agreement, the Tenant will be evicted without further notice.

## 5.12 End of Tenancy/Breach

- 5.12.1 A tenancy automatically ends on the date a Tenancy Agreement expires, unless the Tenancy Agreement is renewed.

### Termination of Tenancy by the Tenant

- 5.12.2 A Tenant may end a tenancy by delivering notice to the Housing Department at least 30 days before the intended termination date. The notice must be in writing and include the address of the Rental Unit and the termination date.
- 5.12.3 If a Tenant gives less than 30 days' notice of termination, the Tenant will be responsible for paying Rent for the month immediately following the month in which the notice was given.
- 5.12.4 The Tenant must vacate the Rental Unit on or before the termination date and will be responsible for all costs associated with moving out (i.e. moving costs, additional month's rent, cleaning).

### Termination of Tenancy by LNIB

- 5.12.5 If a Tenant has breached a term of a Tenancy Agreement and/or this Policy, sufficient to warrant eviction, the Housing Department will issue a **Notice of Breach** (Appendix "O") and the Tenant will have 30 days to correct the breach.
- 5.12.6 The following will result in a Notice of Breach:
- a) refusal to resolve disputes;
  - b) failure to maintain/repair the Rental Unit as required;
  - c) unsanitary conditions at or around the Rental Unit;
  - d) breach of the Animal Control By-law #10;
  - e) uncontrolled pets at or around the Rental Unit;
  - f) excessive accumulation of garbage at or around the Rental Unit;
  - g) people other than the Authorized Occupants residing in the Rental Unit or on the rental property for more than 21 continuous days;



- h) people in excess of the NOS residing in the Rental Unit for more than 21 continuous days;
- i) sublet of the Rental Unit.

- 5.12.7 If the breach is not resolved within 30 days of the date the Notice of Breach was delivered, or if a Tenant receives three (3) or more Notices of Breach within a 90 day period, the Housing Manager will provide a report on the tenancy to the Director of Infrastructure along with a recommendation as to whether the Housing Department should correct the breach pursuant to section 5.17 or the Tenant should be evicted.
- 5.12.8 If the Director of Infrastructure agrees that the Housing Department should correct the breach, the Housing Department will provide the Tenant with written notice including an estimate of the costs for the work. The Tenant will have 30 days from the date on the notice to arrange with the Housing Department to pay for the work. If the Tenant fails to enter into a payment arrangement within 30 days, or fails to comply with the payment arrangement, the Tenant will be evicted without further notice.
- 5.12.9 If the Director of Infrastructure and the Housing Department agree to evict the Tenant, the Housing Department will serve on the Tenant a **Notice of Termination of Tenancy** (Appendix "N") and commence steps to evict the Tenant.
- 5.12.10 Failure to pay Rent on time and non-compliance with Arrears Repayment Agreements also constitute breaches of the Tenancy Agreement sufficient to warrant eviction in certain circumstances. Procedures in relation to these breaches are set out at section 5.11, Arrears Management.

## 5.13 Eviction

- 5.13.1 As set out above, LNIB Housing Manager may issue a **Notice of Termination of Tenancy** (Appendix "N") if a Tenant has breached a Tenancy Agreement and failed to correct the breach. In addition, Tenants of Rental Units may face eviction for:
  - a) causing or allowing Illegal Activities in, at or around the Rental Unit;
  - b) repeatedly causing or allowing a nuisance or public disturbance in, at or around the Rental Unit;
  - c) abandoning the Rental Unit; and/or
  - d) any other uncorrected breach of the Tenancy Agreement and/or this Policy.

- 5.13.2 If the Housing Department deems it necessary to end a tenancy for any of the reasons outlined above, the Housing Manager will present the history of the tenancy to the Director of Infrastructure and recommend issuing an End of Tenancy Notice.
- 5.13.3 If the Housing Department and the Director of Infrastructure agree to evict the Tenant, the Housing Department will serve on the Tenant a **Notice of Termination of Tenancy** (Appendix "N") and commence steps to evict the Tenant.
- 5.13.4 If an eviction will occur, the Director of Infrastructure may report the eviction to Council.

## **5.14 Vacating a Rental Unit**

- 5.14.1 Tenants must vacate Rental Units on or before 1:00 p.m. of the day the tenancy is deemed to end under the terms of the Tenancy Agreement, this Policy and/or a notice to vacate issued by the Housing Department in accordance with this Policy.
- 5.14.2 Vacating a Rental Unit means that the Tenant has removed his/her personal property, returned all keys to the Housing Department and has left the Rental Unit in a clean, un-damaged condition to facilitate immediate re-rental.
- 5.14.3 Re-rentable condition means:
- a) floors and carpets vacuumed and washed;
  - b) walls cleaned and washed;
  - c) all light fixtures and light bulbs functioning and in place;
  - d) refrigerator/freezer emptied of all food/contents, cleaned and defrosted;
  - e) range cleaned of all grease and debris inside and out, all fuses in working order;
  - f) all garbage removed from inside and around the perimeter of the Rental Unit;
  - g) washer and dryer cleaned inside and out; and
  - h) all debris cleared from under, behind and around appliances.
- 5.14.4 If a Tenant does not vacate a Rental Unit when required to do so under the terms of this Policy, a Tenancy Agreement or notice, the Housing Department may obtain the assistance of the RCMP to remove the Tenant or Subtenant.

- 5.14.5 A Tenant who vacates a Rental Unit and leaves personal property behind must contact the Housing Department within **five (5) business days** of vacating the Rental Unit in order to enter the premises and remove the personal property. After 5 business days from the date the Rental Unit has been vacated, the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owing to and recoverable by LNIB.

## **5.15 Pet Policy**

- 5.15.1 For all regulations regarding pets please refer to the Animal Control By-law #10 attached as Schedule "B" to the Tenancy Agreement.
- 5.15.2 Any term of this Policy or the Animal Control By-law #10 or the Tenancy Agreement that prohibits or restricts the size of a pet, or that governs the Tenant's obligations regarding the keeping of a pet on the residential property, is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.
- 5.15.3 Tenants are only permitted to have pets in Rental Units with the prior written approval of the Housing Department granted in accordance with this Policy.
- 5.15.4 Section 5.15.3 does not apply to guide or service dogs kept subsequent to the rights and restrictions of the *Guide Dog and Service Dog Act*, however, Tenants may be asked to provide certification to the Housing Department per the *Guide Dog and Service Dog Act*.
- 5.15.5 A Tenant may apply to the Housing Department for permission to have pets in his/her Rental Unit by submitting a Pet Request Form (Appendix "P").
- 5.15.6 The Housing Department will review the request and has sole discretion to decide whether to approve the application.
- 5.15.7 The Tenant is solely responsible for any damage that is caused by his/her pet.
- 5.15.8 For health and safety reasons, there will be no exceptions to the following requirements:
- a) There will be no pets allowed in or around any multi-family dwelling, including 4-plexes or 8-plexes;
  - b) pets must be fully vaccinated (including against rabies);

- c) pets are not permitted to run at large on LNIB Land, except where specified by Council;
- d) pets must be sufficiently fed, watered and cared for; and
- e) pet owners must clean up after their pets.

5.15.9 Tenants keeping a pet, or pets in a Rental Unit are required to sign and comply with a **Pet Policy Addendum** (Appendix "Q") to the Tenancy Agreement.

## 5.16 Maintenance of Houses and Yards

5.16.1 LNIB maintains its Rental Units through a routine maintenance program. Due to limited funds and high demand, the Housing Department will respond to maintenance requests according to available funding and greatest need. The Housing Department will work with Tenants to ensure Rental Units are kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.

### Tenant Responsibilities

- 5.16.2 Tenants will maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit.
- 5.16.3 Tenants are responsible for the general maintenance, cleaning and minor repairs and replacements for the Rental Unit, as outlined in the Tenancy Agreement, and which include:
  - a) routine cleaning and vacuuming;
  - b) window cleaning;
  - c) monitoring and wiping up moisture;
  - d) ensuring indoor air quality is maintained (vents kept clear);
  - e) cleaning, repair and maintenance of appliances, furnace and other mechanical air filters;
  - f) garbage removal (interior and exterior);
  - g) yard clean up, weeding and maintenance, including old vehicle removal and keeping septic tank and area free of debris, brush and weeds;

- h) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze);
- i) snow removal;
- j) supplying and changing faucet washers;
- k) supplying and repairing loose screws on such things as cupboards and towel racks;
- l) sink and toilet maintenance;
- m) replacing light bulbs;
- n) keeping fire extinguisher and smoke detectors in good working order;
- o) ensuring that baseboard heaters, stoves and other fire hazards are kept clear of clutter, garbage and flammable materials;
- p) routine septic tank pump-outs;
- q) disconnecting hoses from the outside hose bib in cold weather; and
- r) arranging for the connection, payment, and disconnection of the utilities (gas, heating, telephone, hydro, cable, internet, or any other utilities that may apply) for the Rental Unit.

5.16.4 In addition to the preceding section 5.16.3, Tenants will:

- a) attend a home maintenance workshop before moving into a Rental Unit, or as soon as possible thereafter;
- b) not deface or mark the interior or exterior walls or floors of the Rental Unit;
- c) report any and all damage and/or maintenance issues to the Housing Department as soon as the issue is noticed;
- d) abide by the LNIB Fire Regulations and the Zoning Bylaw of the LNIB . Tenants may not construct or light open-flame fires (including but not limited to burning barrels and recreational fires such as bonfires, fire pits and/or camp fires) without prior written permission from the LNIB Fire Department. All open burning is banned either when the fire index is at the extreme level or if notified by LNIB;

- e) immediately report to the Housing Department any accident, break, or defect in water pipes, heating or electrical systems, or in any part of the Rental Unit and its equipment;
- f) abide by all LNIB laws, by-laws, including NOS, that are currently in effect on the LNIB reserve lands; and
- g) inform the Housing Department when they become aware of any factors that may be contributing to or causing damage to the residence, or that may pose a health risk for others. Such factors may include flooding, mould, or illegal or prohibited activity at or near the residence.

5.16.5 Tenants will not:

- a) carry on or suffer or permit to be carried on, in, at, or upon the Rental Unit anything which is noisy, noxious, illegal or offensive, or which constitutes a nuisance or annoyance to LNIB or any neighbor; or
- b) commit, suffer or permit any willful or voluntary waste, spoil, or destruction in, at or upon the Rental Unit; or
- c) Park derelict or abandoned vehicles anywhere on the premises or in driveways. All vehicles kept on the residential property be insured, in running condition, and cannot be parked without use for more than six (6) months.

5.16.6 If a Tenant fails to comply with the Tenant responsibilities outlined in this Policy or in the Tenancy Agreement, it is a breach of the Tenancy Agreement and/or this Policy that could result in eviction. The Housing Department will follow the breach procedures outlined in section 5.12 of this Policy.

### **LNIB Housing Department Responsibilities**

- 5.16.7 The Housing Department is responsible for extending the life of all units by carrying out the maintenance and preventative repairs, including:
- a) repair of damage caused by natural deterioration caused by rotting, etc.
  - b) repair of damage caused by natural disasters caused by flooding, etc.,
  - c) repair of doors, windows, or household appliances deteriorated due to natural wear and tear,

- d) inspect and carry out general service of furnaces and other heating devices;
- e) inspect and carry out general service of hot water tanks including element replacement, and replacement of the complete tank unit where required,
- f) complete service of all plumbing, including replacement of fixtures where required,
- g) repair of electrical wiring and fixtures as required,
- h) repair and replacement of glass in windows and doors as necessary,
- i) repair and replacement of doors as necessary,
- j) repair of interior and exterior walls as necessary,
- k) repair of ceilings and floors as necessary,
- l) repair of eaves trough as necessary,
- m) repair of the roof as necessary,
- n) repair and replacement of appliances, as required, and
- o) any other maintenance deemed required for the health and safety of the Tenant and to extend the useful life of the Rental Unit.

5.16.8 The Housing Department will maintain records relating to the occupancy of all Rental Units, including all Rental Agreements and documents included in this Policy.

5.16.9 The Housing Department will set priorities for general repairs/renovations and keep an up-to-date maintenance plan for each Rental Unit.

### **How to Request Repairs**

5.16.10 Prior to formally requesting that the Housing Department perform a repair or maintenance, the Tenant should confirm with the Housing Department that he/she is not responsible for performing the repair or maintenance.

5.16.11 Tenants will make all requests for repairs and maintenance by submitting a completed Repairs/Maintenance Request Form (Appendix "R") to the Housing Department.

## **Tenant Performing Repairs**

- 5.16.12 Additions, renovations, or fixed improvements by the Tenant must be approved in writing by the Housing Department. This includes, but is not limited to, the installation of air conditioning, cable service, receiving devices, antennas, outbuildings, landscaping, or fire pits on the interior or exterior of the Rental Unit. There will be no compensation to the Tenant for such work.
- 5.16.13 If approval is granted, all related costs shall be the full responsibility of the Tenant and all fixed improvements shall become the property of LNIB at the termination of this agreement unless the Tenant is instructed by the Housing Department to remove same and restore finishes and/or landscaping with no compensation to the Tenant.

## **5.17 Intentional or Negligent Damage to Rental Units**

### **Damage by Tenant**

- 5.17.1 The Tenant will be solely responsible for all costs associated with repairs to a Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur by the intentional or negligent conduct of the Tenant, an Authorized Occupant or a guest including failing to comply with a Notice of Breach.
- a) If the damage is minor (less than \$1,000) and the Housing Department has to carry out the repair and/or replacement, the costs will be invoiced back to the Tenant as Additional Rent and any Additional Rent not paid in accordance with the payment schedule set on the invoice will constitute Arrears and be subject to the Arrears provisions of this Policy.
  - b) If the damage is major (over \$1,000), the Housing Department will provide the Tenant with written notice including an estimate of the costs for the Housing Department to carry out the repair and/or replacement. The Tenant will have 30 days from the date on the notice to arrange with the Housing Department to pay for the repair and/or replacement. Failure to enter into a payment arrangement within 30 days, or failure to comply with the payment arrangement, will result in eviction.



- 5.17.2 The Housing Department will record the details of the damage in writing and these records will be kept in the Tenant's housing file indefinitely and may affect the Tenant's eligibility for rental housing in future.

### **Intentional Damage by Third Party**

- 5.17.3 If a third party breaks-in or vandalizes a Rental Unit, the Tenant must report such damage to the Housing Department immediately. The Housing Department will be responsible for any necessary repairs or reported damage, but will not commence the work until after a police report has been filed and a copy submitted to the Housing Department.
- 5.17.4 If the Housing Department finds unreported third party damage during an inspection, the Housing Department will report the damage to the RCMP and wait for a copy of the police report before conducting any necessary repairs. The Tenant will be responsible for the cost of repairs for unreported damage as Additional Rent.

## **5.18 Inspections**

- 5.18.1 The Housing Department will conduct inspections of all Rental Units in accordance with this Policy to record the condition of the Rental Unit, to assess building maintenance and repair needs so as to ensure repairs are completed in a timely manner, and to identify any misuse or negligence on the part of the Tenant.
- 5.18.2 The Housing Department will keep up-to-date Rental Unit Condition Reports (Appendix "S") for all Rental Units.

### **Regular Inspections (move-in, move-out, pets and random inspections)**

- 5.18.3 Tenants must be present for all regular inspections, except where stated otherwise in this Policy.
- 5.18.4 The Housing Department will complete a Rental Unit Condition Report that confirms the condition of the home and property. The Housing Department and Tenant will review and sign the Rental Unit Condition Report, and the Housing Department will provide a copy to the Tenant. Photos may be included.
- 5.18.5 A move-in inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant is entitled to take possession of the Rental Unit, or on another mutually agreed upon day.

- 5.18.6 A move-out inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant ceases to occupy the Rental Unit, or on another mutually agreed day. If the Tenant fails or refuses to participate in the move-out inspection, and more than three (3) days have elapsed since the Tenant ceased to occupy the Rental Unit, or the Tenant has been evicted, the Housing Department may conduct the move-out inspection without the Tenant being present.
- 5.18.7 An inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant starts keeping a pet during the tenancy, or on another mutually agreed upon day.
- 5.18.8 The Housing Department may enter a Rental Unit to conduct a random inspection at any time upon giving 24 hours written notice to the Tenant.

### **Annual Inspections**

- 5.18.9 Upon one week's written notice, all Rental Units, whether occupied or not, shall be inspected by the Housing Department or delegate at least once annually.
- 5.18.10 In conducting an inspection, the Housing Department or delegate will assess the condition of both the interior and exterior of the Rental Unit, including the appliances and heating system.

### **Emergency Inspections**

- 5.18.11 In the case of a health and safety emergency, natural disaster, or evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days, the Housing Department or delegate may enter a Rental Unit without notice to the Tenant in order to conduct an inspection to assess emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.
- 5.18.12 Health and safety issues related to housekeeping are not emergencies and will be monitored through regular inspections.

### **Vacant Rental Units**

- 5.18.13 All vacant Rental Units will be inspected before a new Tenant moves into the Rental Unit.

- 5.18.14 The Housing Department will inspect vacant houses at least one time per month to ensure that all preventative maintenance and repairs are kept up, and completed prior to occupancy by a new Tenant.

## **5.19 Housing Department's Entry into Rental Units**

- 5.19.1 A Tenant has the right to quiet enjoyment and of exclusive use and occupancy of a Rental Unit during the term of the Tenancy Agreement.
- 5.19.2 The Housing Department or delegate may only enter a Rental Unit if:
- a) the Housing Department serves an **Entry Notice** (Appendix "T") on the Tenant at least 24 hours before the proposed entry setting out:
    - i) the purpose for entering, which must be reasonable, and
    - ii) the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant agrees otherwise;
  - b) the entry is without notice but is necessary to protect life or property (i.e. emergency entry);
  - c) the Tenant gives the Housing Department permission;
  - d) the Tenant has abandoned the house (See section 5.23);
  - e) notice of termination has been given by either LNIB or the Tenant, to the other, and LNIB requires entry to show the Rental Unit to prospective tenants upon 24 hours' Written Notice to the Tenant;
  - f) the Housing Department has a court order saying it may enter the house; and
  - g) to carry out an inspection in accordance with section 5.18.
- 5.19.3 If there is an emergency and the Tenant is not available to grant permission, the Housing Department representative entering the Rental Unit should be accompanied by a witness if possible. Tenants will be notified of any emergency entries and the reason(s) for the entry as soon as possible following the emergency entry.

## **5.20 Insurance**

### **LNIB Responsibilities**

- 5.20.1 LNIB will purchase and maintain property and fire insurance for all Rental Units so long as LNIB retains ownership of the Rental Units.
- 5.20.2 LNIB is not responsible for maintaining property insurance for Rental Unit subject to a Rent-to-Own Agreement after the CP and ownership of the Rental Unit have been transferred to the Tenant.
- 5.20.3 Any amounts received as a result of an insurance claim made by LNIB will be designated for the re-construction or repair of the relevant Rental Unit.

### **Tenant Responsibilities**

- 5.20.4 Tenants are encouraged to purchase contents insurance and are solely responsible for doing so. Damage to a Tenant's personal property will not be covered under LNIB's insurance policies.
- 5.20.5 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of, any policy of insurance carried by LNIB.
- 5.20.6 The Tenant shall be responsible to pay the deductible on LNIB's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.
- 5.20.7 A Tenant will immediately comply with any written notice from LNIB or any insurer requiring the performance of works or discontinuance of any use of a house or lot in order to avoid invalidation or cancellation of any insurance.
- 5.20.8 A Tenant will not operate any business from the Rental Unit except with the express prior written permission of LNIB and in compliance with any applicable LNIB laws, as this may affect or interfere with insurance coverage.
- 5.20.9 Tenants will be liable for all losses, costs or damages incurred by LNIB for any conduct that voids LNIB's insurance policy for the Rental Units.

## 5.21 Services

- 5.21.1 The Tenant is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable or other utilities that may apply) for the Rental Unit.
- 5.21.2 LNIB will provide the following services to the Tenant:
- a) garbage pickup;
  - b) recycling (if applicable);
  - c) water; and
  - d) maintenance services as set out in section 5.16
- 5.21.3 The fees and costs associated with the services enumerated in section 5.21.2 will be included in the Rent. If a Tenant fails to pay Rent on time, in addition to the remedies set out in section 5.11 and the Tenancy Agreement, LNIB may suspend or cancel these services until such time as the Rent and/or Arrears is paid up to date.

## 5.22 Locks

- 5.22.1 The Housing Department will not change the locks or other means of access to a Rental Unit that is occupied by a Tenant without also providing the Tenant with new keys or other means of access to the Rental Unit.
- 5.22.2 Tenants will not change the locks or other means of access to a Rental Unit.
- 5.22.3 If a Tenant of a Rental Unit wants the locks or other means of access changed, the Tenant may submit a **Repairs/Maintenance Request Form** (Appendix "R") to the Housing Department. The Housing Department will have sole discretion whether to approve the request and conduct the work.
- 5.22.4 Notwithstanding section 5.22.2, if a Tenant changes the locks or other means of access on a Rental Unit, the Tenant must provide the Housing Department with a new key or other means of access to the Rental Unit and will be solely responsible for any damages or costs incurred as a result of the unauthorized change.
- 5.22.5 In the event that a key becomes lost or stolen, the Tenant must inform the Housing Department as soon as possible that the key has been lost or stolen. Tenants will be

charged twenty dollars (\$20.00) per key to cover replacement costs for lost or misplaced keys.

5.22.6 The Housing Department will ensure that all keys for all Rental Units are kept secured except when used by the Housing Department for authorized purposes.

5.22.7 All keys must be returned to the Housing Department at the end of the Tenancy.

## **5.23 Abandoned Rental Units**

5.23.1 Tenants are allocated Rental Units with the expectation that the Rental Units will be each Tenant's primary residence.

5.23.2 A Tenant is required to provide written notice to the Housing Department of any planned absence from the Rental Unit of 30 or more consecutive days, and to make arrangements with the Housing Department to ensure that Rent payments continue for the duration of the absence.

5.23.3 When a Tenant is away from a Rental Unit on an authorized extended absence, the Housing Department will monitor the Rental Unit more frequently to prevent vandalism and other hazards, and to ensure appropriate preventative maintenance is done.

5.23.4 A Rental Unit is deemed to be abandoned when:

- a) the Tenant has been absent from the Rental Unit for 30 or more consecutive days without having provided written notice of the absence to the Housing Department, and/or without the prior written approval of the Housing Department; and
- b) Rent and/or utility payments for the Rental Unit are in Arrears for 30 days or more and the Tenant has not communicated with the Housing Department regarding the Arrears.

5.23.5 A Tenant who abandons a Rental Unit is deemed to have been evicted and will be responsible to pay the Rent for the month following the date on which the Rental Unit is deemed abandoned, any Arrears and any costs to repair damage to the Rental Unit that occurred during the Tenant's absence, all of which will be a debt owed to and recoverable by LNIB. In the case of Rent-to-Own Agreement, the Rent-to-Own Agreement will be terminated and the Tenant will lose the option to purchase the Rental Unit at the end of the mortgage.

- 5.23.6 The Housing Department may take any action it deems necessary to secure and protect an abandoned Rental Unit. Abandoned Rental Units will be re-allocated to the next qualified applicant on the Rental Housing Waiting List as soon as possible after the deemed date of abandonment.
- 5.23.7 If a Tenant leaves personal property in an abandoned Rental Unit, the Tenant will have **five (5) business days** from the deemed date of abandonment to obtain permission from the Housing Department to enter the Rental Unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by LNIB.

## **5.24 Ownership Transfer – Conclusion of a Rent-to-Own Agreement**

- 5.24.1 LNIB retains ownership of all Rental Units until the Rental Unit is paid in full in accordance with the terms of the Rent-to-Own Agreement. At that time, provided that the Tenant meets all other requirements in the Rent-to-Own Agreement and this Policy, and with consent of Council, the Tenant will have the option to own the Rental Unit provided the Tenant:
- a) has lived in the Rental Unit and regularly paid Rent for at least the minimum time specified in the Rent-to-Own Agreement;
  - b) has no Arrears or outstanding historical debt owing to LNIB; and
  - c) is not in breach of the Rent-to-Own Agreement or this Policy.
- 5.24.2 The Tenant will be eligible to exercise the option to own as specified in the Rent-to-Own Agreement.

## **5.25 Re-allocation of Rental Units Subject to Rent-to-Own Agreements**

- 5.25.1 LNIB owns each Rental Unit until the cost of the Rental Unit is paid in full, in accordance with the Rent-to-Own Agreement and the Tenant has completed the Option to Own in accordance with the terms of the Rent-to-Own Agreement. Therefore, LNIB will automatically assume possession of any returned, abandoned or confiscated Rental Units and re-allocate that Rental Unit to the next qualified applicant on the Rental Housing waiting list.

- 5.25.2 To be eligible for a re-allocation of a Rental Unit, the new Tenant must meet all the eligibility criteria for a Rent-to-Own Agreement as set out in section 5.2 of this Policy.

## **5.26 Survivorship**

### **Rental Unit Procedures**

- 5.26.1 A Tenant of a LNIB Rental Unit does not own the house and cannot bequeath it to anyone upon his/her death.
- 5.26.2 If a Tenant of a LNIB Rental Unit passes away, the Housing Department may assign the Tenancy Agreement to the deceased's next of kin, provided the Housing Department confirms that:
- a) the next of kin meets the eligibility requirements to enter into a Rental Agreement as set out in section 5.2;
  - b) the next of kin does not already hold a CP and/or mortgage and is not a Tenant of an existing Rental Unit; and
  - c) The next of kin is residing in the Rental Unit at the time when the Tenant passes away.
- 5.26.3 Priority will be given to next of kin in the order listed:
- a) Spouse of the deceased Tenant;
  - b) children of the deceased Tenant who are over 18 years of age;
  - c) parents of the deceased Tenant; and
  - d) siblings of the deceased Tenant.
- 5.26.4 If the next of kin does not meet the eligibility requirements in section 5.2 and section 5.26.2, they will be given six (6) months to meet the eligibility requirements.
- 5.26.5 Notwithstanding tenant eligibility requirements in section 5.2, if the deceased's Spouse is a Non-member, but there is a child of the relationship who is a Member, the Non-member Spouse may continue to occupy the Rental Unit with the Member child until the child reaches the age of 18.



- 5.26.6 If the Housing Department approves a next of kin as a Tenant, that person will become the new Tenant of the Rental Unit and will enter into a new Rental Agreement.
- 5.26.7 If the Housing Department determines that no next of kin is willing or eligible to take over the deceased Tenant's Rental Agreement, the deceased Tenant's family, friends or executor or administrator will be required to remove the deceased Tenant's personal belongings within five (5) business days of that determination. Once the deceased's personal belongings have been removed, the Rental Unit will be reallocated to the next qualified applicant on the Waiting List in accordance with this Policy.

### **Rent-to-Own Procedures**

- 5.26.8 If a Tenant of a Rental Unit subject to a Rent-to-Own Agreement passes away during the term of the tenancy and before the mortgage has been discharged, and the deceased Tenant has left a will bequeathing the Rental Unit to a named beneficiary, the beneficiary, if eligible, may apply to the Housing Department to assume the Rent-to-Own Agreement in accordance with this Policy.
- 5.26.9 If the deceased Tenant maintained a valid life insurance policy naming LNIB as the beneficiary of the policy, the Housing Department will take whatever steps are necessary to ensure that the proceeds from the life insurance policy are used to pay out any outstanding mortgage amount, Arrears or other debts attached to the Rental Unit, and any proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's heir. Council will then transfer the LNIB Land attached to the Rent-to-Own Agreement to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a CP in accordance with the Land Code, any LNIB allotment law and this Policy.
- 5.26.10 If the deceased Tenant failed to purchase life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding mortgage amount, the Tenant's Arrears or other debt related to the Rental Unit, the Tenant's heir may still acquire the Rental Unit through Council assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section 5.2, and all obligations will be transferred to the heir as the new Tenant of the Rent-to-Own Agreement.

- 5.26.11 Upon the Housing Department confirming that the deceased Tenant's heir satisfies the requirements in the preceding section, the Housing Department will allocate the Rental Unit to the heir under a new Rent-to-Own Agreement that transfers all obligations in respect of the Rental Unit to the to the heir.
- 5.26.12 If a Tenant of a Rent-to-Own Agreement passes intestate (without a will), the Housing Department may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out in section 5.26.2, provided that the next of kin heir meets the eligibility criteria for a Rent-to-Own Tenant as set out in section 5.2.
- 5.26.13 If the next of kin is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rental Unit shall be re-allocated in accordance with this Policy and the Rental Housing Waiting List.
- 5.26.14 If a Tenant of a Rent-to-Own Agreement passes away after being eligible to exercise the Option to Own but before exercising the Option to Own, and there are no Arrears or other debts attached to the Rent-to-Own Agreement, Council may allot ownership of the Rental Unit and the LNIB Land to which it is attached, to the beneficiary named in the Tenant's will, or if there is no will, to the Tenant's next of kin in accordance with the priority rules set out in section 48 of the *Indian Act*.

## **6.0 CHAPTER SIX - APPEALS PROCEDURES**

### **6.1 Types of Appeals**

- 6.1.1 Subject to a LNIB dispute resolution law, a Tenant or applicant may appeal any decision made under this Policy in accordance with this section 6.0.

### **6.2 Grounds for Appeal**

- 6.2.1 Decisions may be appealed on the following grounds:
- a) There was an error of fact.
  - b) There was a procedural error.
  - c) Where the appellant questions the decision as unfair, unjust or unreasonable.

### **6.3 Time Limitations**

- 6.3.1 Time shall be considered critical to the fair disposition of inquiries or appeals.
- 6.3.2 An appellant shall seek remedies as promptly as possible and within the deadlines outlined in this Policy.
- 6.3.3 Each inquiry, response, or other remedial step shall be taken by the appellant and by the responsible department or committee within the period specified. If the responsible department or committee is unable to provide a response within the specified period, the appellant shall be informed of that fact and of when the response will be provided.
- 6.3.4 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure. If the grievance results in an appeal to the Appeals Committee, the validity of the reasons for any such delays shall be taken into account by the Appeals Committee in deciding whether the appeal will be heard.

## **6.4 Preliminary Inquiry**

- 6.4.1 For any appeal, the appellant shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Department to attempt to resolve the matter.
- 6.4.2 Where the matter remains unresolved, within seven (7) business days of the first meeting, a second meeting shall take place between the appellant, the Housing Department, and the Director of Infrastructure.

## **6.5 Application for Hearing**

- 6.5.1 If the matter is unresolved within seven (7) business days of the second meeting referred to in section 6.4.2 the appellant may submit an Application for Hearing before the Appeals Committee (Appendix "V") and deliver it to the Housing Department.
- 6.5.2 An Application for Hearing shall be in writing and shall contain the appellant's name and address, and shall state in general terms the nature of the decision, reasons for the Appeal, and the remedial action sought by the appellant. A non-refundable filing fee of \$250 must be submitted along with the Application for Hearing. Members who are on S.A. and Elders on a fixed income are exempt from having to pay the filing fee.

- 6.5.3 No matter shall be heard by the Appeals Committee unless the appellant has first availed themselves of the proper procedures set out in this Policy.
- 6.5.4 No matter shall be heard by the Appeals Committee unless the appellant has completed all requisite submissions. The Housing Department shall notify the appellant of any deficiencies in the submission and may set a timeframe for correction of same. If the deficiencies are not corrected within the allowed time, the appeal may be disallowed for incompleteness or non-compliance with procedures. If the Housing Department is unable to contact the appellant at the last known address, the appeal shall be deemed to be withdrawn.
- 6.5.5 Within fifteen (15) business days of receiving the Application for Hearing, the Housing Department shall produce a written reply in a Response to Appeal (Appendix "W") and shall forward a copy of the Response to Appeal to the appellant.
- 6.5.6 Upon delivery of the Response to Appeal, the Housing Department shall refer the matter to the Appeals Committee for resolution. The referral shall include the Application for Hearing and the Response to Appeal.

## **6.6 Onus of Proof, Basis of Decision and Powers of Appeals Committee**

- 6.6.1 In any appeal, the appellant shall bear the onus of showing, on the balance of probabilities, that an injustice or error has occurred at the level of the decision being appealed.
- 6.6.2 The function of the Appeals Committee is to determine, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.
- 6.6.3 The Appeals Committee shall be composed of a combination of three (3) of the following five (5) persons, subject to any conflict of interest:
- a) The Council member holding the Housing Portfolio;
  - b) the LNIB Executive Director;
  - c) the LNIB Director of Finance;
  - d) the LNIB Director of Human Services; and
  - e) the LNIB Director of Infrastructure.

- 6.6.4 The Appeals Committee shall have sole jurisdiction to hear and make final adjudication of appeals submitted through this process.
- 6.6.5 The Appeals Committee shall retain discretionary authority to modify the hearing process as fits the circumstances, including the authority to:
- a) decide preliminary matters, including whether the appeal should proceed;
  - b) direct, curtail or encourage the organization of witnesses, testimony and evidence in the interests of enhancing the clarity, relevance and efficiency of the proceedings;
  - c) require the production of written or documentary evidence by the parties or by other sources; and
  - d) waive or extend any time periods set out in these Appeal Procedures.

## **6.7 Hearing Process**

- 6.7.1 The hearing shall be conducted in accordance with the principles of natural justice, namely that the appellant and the respondent have the right to receive notice, to be heard and to know the case against them. While the Appeals Committee has a broad discretion, all hearings shall comply with the following procedures:
- a) the hearing shall take place as soon as possible following the referral to the Appeals Committee;
  - b) as much as possible, scheduling of the hearing will be mutually convenient to the Appeals Committee and to the parties;
  - c) all parties shall be given reasonable written notice of the date, time and place of the hearing;
  - d) the hearing shall be open, except where requested otherwise by either party. If a closed hearing is requested, the requesting party shall provide reasons for the request and the Appeals Committee shall have sole discretion to confirm or deny such request;
  - e) each party shall have full opportunity to make submissions to the Appeals Committee, including through oral and written submissions and witness testimony, and each party may question the other's witnesses;

- f) each party shall bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

6.7.2 After the hearing, the Appeals Committee shall deliberate in closed session and shall reach a decision.

6.7.3 Within five (5) business days of the hearing the Appeals Committee shall provide written reasons for its decision to the Housing Department; and the Housing Department shall distribute copies of the decision to all parties, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.

## **7.0 LNIB HOUSING CONFIDENTIALITY**

7.1.1 It is essential for the credibility of LNIB that all matters related to Band Members and/or any individual to whom the Band provides services, be kept in the strictest of confidence.

7.1.2 All LNIB staff must sign an Oath of Confidentiality upon hiring. Confidentiality is maintained to protect and respect the Band and Band Members.

7.1.3 The Band upholds the principle that privacy is a basic right in our society and safeguarding that right is the ethical and legal obligation of the Council and Band Administration.

7.1.4 Confidentiality is an essential component of service delivery and all records must be kept secure whether paper or electronic.

7.1.5 All information obtained regarding Tenants of the Band will be treated as confidential.

7.1.6 Exceptions to the policy on confidentiality are:

- a) between relevant authorities in cases of suspected child abuse to ensure child protection;
- b) between staff when necessary to contribute input and only with persons directly and professionally concerned with them;
- c) between relevant authorities in cases where information supports that a Tenant or Tenants are involved in, or appear to be involved in, any activity that may be, or appears to be, illegal or prohibited.

## **8.0 CONFLICT OF INTEREST**

- 8.1.1 Any Housing Staff other than the Housing Manager must immediately report a Conflict of Interest to their direct supervisor, if it exists or if it is perceived to exist in the course of their duties. If a Conflict of Interest exists or is perceived to exist by the Housing Manager, he or she must report it to the Director of Infrastructure.

## **9.0 AMENDMENTS TO THE POLICY**

- 9.1.1 The Housing Department shall propose amendments to the Policy in writing to Council.
- 9.1.2 The Council may approve any amendments to the Policy that it considers necessary. Amendments shall be approved by BCR.

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## Appendix "A" Rental Agreement

### Between

LOWER NICOLA INDIAN BAND (LNIB), 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 181 Nawishaskin Lane, Merritt, BC V1K 0A7

(**"LNIB"**)

### AND:

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(the **"Tenant"**)

Being collectively the parties (the **"Parties"**) to this Rental Agreement.

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

### 1.0 APPLICATION OF THE LNIB HOUSING POLICY

- 1.1 LNIB administers its rental housing program pursuant to the LNIB Housing Policy (the "Policy"), which applies to and forms part of this Rental Agreement. By signing this Rental Agreement the Tenant acknowledges that he or she has read and understood the Policy and agrees to be bound by both the terms of this Rental Agreement and the Policy, as amended from time to time. In the event of any inconsistency between this Rental Agreement and the Policy, this Rental Agreement shall prevail.



## 2.0 PRIMARY TENANT INFORMATION

Last Name:	First and Middle Name:
Mailing Address:	Phone number(s):
Email Address:	Indian Status/Membership Number (if applicable):

## CO-TENANT INFORMATION (IF APPLICABLE)

Last Name:	First and Middle Name:
Mailing Address:	Phone number(s):
Email Address:	Indian Status/Membership Number (if applicable):

## 3.0 RENTAL UNIT INFORMATION

3.1 LNIB Holds the right of possession of the rental property known as:

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

The **"Rental Unit"**



#### **4.0 AGREEMENT TO RENT**

- 4.1 LNIB agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Rental Agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to LNIB in accordance with these terms.

#### **5.0 CHANGES TO THIS AGREEMENT**

- 5.1 Any change or addition to this Rental Agreement must be agreed to in writing and initialed by both LNIB and the Tenant. If a change is not agreed to in writing, is not initialed by both LNIB and the Tenant or is unconscionable, it is not enforceable.
- 5.2 Notwithstanding the preceding section 5.1, LNIB may amend or alter this Rental Agreement at its sole discretion and without the Tenant's agreement or consent as it applies to the following:
- a) Rent increases given in accordance with this Rental Agreement or the Policy;
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with this Rental Agreement or the Policy;
  - c) eviction following service on the Tenant of Notice of Termination of Tenancy; or
  - d) pets;
  - e) entry and inspection of the Rental Unit for purposes of a health and safety emergency or natural disaster;
  - f) entry and inspection for purposes of asset protection and maintenance.

#### **6.0 AUTHORIZED OCCUPANTS**

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

<b>Name</b>	<b>Member #</b>	<b>Birth Date</b>	<b>GENDER</b>




(collectively, the “**Authorized Occupants**”)

- 6.2 The Rental Unit shall not have more than \_\_\_\_\_ Authorized Occupants.
- 6.3 LNIB shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- 6.4 The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- 6.5 The Tenant may request in writing LNIB’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If LNIB agrees, such consent shall be given in writing and appended to this Rental Agreement, along with the amended list of Authorized Occupants.
- 6.6 The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without LNIB’s prior written consent, then the Tenant shall be in default under this Rental Agreement and may be evicted for cause.

## **7.0 TERM AND TERMINATION**

- 7.1 The Tenant’s right to occupy the Rental Unit starts on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expires on March 31<sup>st</sup> immediately following that date (the “**Term**”).
- 7.2 The Rental Agreement must be renewed and signed by March 31<sup>st</sup> of each year. Renewals to Rental Agreements may include any Policy changes and updated rental calculations, and must include any changes to Tenant information, Authorized Occupants, or Household Composition
- 7.3 Provided that the Tenant is in compliance with the terms and conditions of this Rental Agreement and the Policy, the Parties may renew this Rental Agreement for a period of one (1) year, expiring on March 31<sup>st</sup> 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.
- 7.4 If the Tenant does not wish to renew this Rental Agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide LNIB with Written Notice of non-renewal at least 30 days prior to the end of the Term or



- Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 15.0 of this Rental Agreement.
- 7.5 Notwithstanding section 7.4, if the Term begins after March 1<sup>st</sup>, the Tenant may give the Landlord Written Notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 15.0 of this Rental Agreement.
- 7.6 If the Parties do not renew this Rental Agreement at the end of the Term or Subsequent Term, and the Tenant has not given Written Notice of non-renewal, then a new month to month tenancy shall be created and shall be subject to the terms and conditions of this Rental Agreement insofar as they are applicable to a month to month tenancy.
- 7.7 LNIB may terminate a month to month tenancy created pursuant to section 7.6 at any time upon giving the Tenant 30 days' Written Notice of termination.
- 7.8 The Parties may mutually agree in writing to terminate this Rental 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 Unit.
- 7.9 LNIB may terminate this Rental Agreement for cause at any time in accordance with section 9.0 (Notice of Breach & Eviction) of this Rental Agreement.
- 7.10 The Tenant may terminate this Rental Agreement at any time by providing 30 days' Written Notice to the Housing Manager, and is responsible for payment of any Rent coming due within the 30-day period. Such Written Notice must:
- a) include the address of the Rental Unit;
  - b) include the date of termination;
  - c) be signed and dated by the Tenant; and
  - d) include the specific grounds for ending the tenancy, if the tenant is ending the tenancy because LNIB has breached a material term of the tenancy.
- 7.11 The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, LNIB may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours' Written Notice to the Tenant. The Tenant shall be liable for any damages LNIB may experience, including but not limited to lost Rent, for any interference or obstruction by or on behalf of the Tenant with LNIB's efforts to enter the Rental Unit for this purpose.



- 7.12 If the Tenant moves out of the Rental Unit without providing 30 days' notice as required under this Rental Agreement, the Tenant shall be responsible for paying the Rent for the month immediately following the month in which the notice was given.
- 7.13 The Tenant must vacate the Rental Unit on or before the termination date and shall leave the Rental Unit in the condition required under section 15.3 of this Rental Agreement. The Tenant will be responsible for all costs associated with moving out (i.e. moving costs, additional month's rent, cleaning).

## **8.0 RENT**

### **8.1 Payment of Rent**

- a) The Tenant agrees to pay rent in the amount of \$\_\_\_\_\_ to LNIB on or before the 1<sup>st</sup> day of each month (the "**Rent**"). This section is subject to any Rent increases given in accordance with this Rental Agreement and the Policy.
- b) The Tenant shall pay the first month's Rent to LNIB prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to LNIB a pro-rated Rent of \$\_\_\_\_\_ prior to moving into the Rental Unit to cover the period beginning on the \_\_\_\_\_ of \_\_\_\_\_ and ending on the last day of such month.
- d) LNIB will accept cash, cheque, certified cheque, money order, bank draft, LNIB Payment Reduction, electronic transfer or pre-Authorized direct deposit as payment for Rent. Payment is to be made at the Band Office or such place as LNIB may direct. No partial payments or postdated cheques will be accepted without LNIB's consent.
- e) LNIB must give the Tenant a receipt for Rent paid in cash.
- f) Rent may be reviewed annually and may be adjusted by up to 3% as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.
- g) LNIB shall give the Tenant at least three (3) months' Written Notice before the date any Rent increase is to become effective.
- h) Where there is more than one Tenant under this Rental Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.



- i) The Tenant must pay the Rent on time, subject to section 11.2. If the Rent is late, LNIB may issue a Notice to End Tenancy to the Tenant, which may take effect not earlier than 10 days after the date the notice is given.

## 8.2 What is included in the Rent:

Check only those that are included and provide additional information if needed. LNIB must not terminate or restrict a service or facility that is essential to the Tenant's use of the Rental Unit as living accommodation or that is a material term of the Rental Agreement.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Water                      | <input type="checkbox"/> Electricity        | <input type="checkbox"/> Heat            |
| <input type="checkbox"/> Stove and Oven             | <input type="checkbox"/> Dishwasher         | <input type="checkbox"/> Refrigerator    |
| <input type="checkbox"/> Carpets                    | <input type="checkbox"/> Window Coverings   | <input type="checkbox"/> Cablevision     |
| <input type="checkbox"/> Storage                    | <input type="checkbox"/> Garbage Collection | <input type="checkbox"/> Septic Services |
| <input type="checkbox"/> Parking for _____ vehicles |   | <input type="checkbox"/> Other           |

Description of other services or facilities included in the Rent:

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- 8.3 The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- 8.4 If the Tenant is an employee, contractor doing work for LNIB, Councillor, or any other person receiving moneys from LNIB (including educational payments), then the Tenant may complete a Consent to LNIB Payment Reduction Form (Appendix "J") to have their Rent deducted directly from any payment.

## 9.0 NOTICE OF BREACH AND EVICTION

- 9.1 If the Tenant breaches a term of this Rental Agreement or of the Policy, and LNIB deems the breach sufficient to warrant eviction, LNIB will issue a Notice of Breach.
- 9.2 Without limiting the generality of section 9.1, LNIB may, at its sole discretion, issue a Notice of Breach if one or more of the following applies:
- a) the Tenant refuses to resolve disputes;



- b) the Tenant fails to maintain/repair the Rental Unit as required;
  - c) the Tenant allows unsanitary conditions in, at or around the Rental Unit;
  - d) the Tenant has breached the Animal Control By-law #10, attached as Schedule B;
  - e) the Tenant allows uncontrolled pets in, at or around the Rental Unit;
  - f) the Tenant allows excessive accumulation of garbage in, at or around the Rental Unit;
  - g) there are people other than the Authorized Occupants residing in the Rental Unit or on the residential property for more than 21 continuous days; and/or
  - h) the Tenant has failed to comply with a material term of this Rental Agreement and/or the Policy.
- 9.3 Upon receiving a Notice of Breach, the Tenant shall have 30 days to correct the breach.
- 9.4 If the breach is not resolved within 30 days of the date the Notice of Breach was delivered or if a Tenant received three (3) or more Notices of Breach within a 90-day period, the Housing Manager will provide a report on the tenancy to the Director of Infrastructure, along with a recommendation as to whether LNIB should correct the breach or if the Tenant should be evicted.
- 9.5 If the Director of Infrastructure agrees that LNIB should correct the breach, LNIB will provide the Tenant with a Written Notice, including an estimate of the costs for the work. The Tenant has 30 days from the date on the Written Notice to arrange with LNIB to pay for the work. If the Tenant fails to enter into a payment arrangement within 30 days, or fails to comply with the payment arrangement, the Tenant will be evicted without further notice.
- 9.6 If the Director of Infrastructure and the Housing Department agree to evict the Tenant, LNIB will serve a Notice of Termination of Tenancy on the Tenant and commence steps to evict the Tenant.
- 9.7 LNIB may also issue a **Notice of Termination of Tenancy** for:
- a) causing or allowing Illegal Activities in, at, or around the Rental Unit;
  - b) repeatedly causing or allowing a nuisance or public disturbance in, at, or around the Rental Unit;
  - c) abandoning the Rental Unit;
  - d) failure to pay Rent on time, in certain circumstances;
-





- e) non-compliance with an Arrears Repayment Agreement, in certain circumstances; and/or
- f) any other uncorrected breach of the Tenancy Agreement and/or the Policy.

9.8 Upon receiving a Notice of Termination of Tenancy, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under section 15.3 (Vacating the Rental Unit) of this Rental Agreement.

## **10.0 SECURITY DEPOSIT**

10.1 Before moving into the Rental Unit, the Tenant will pay to LNIB an amount equivalent to one half (½) month's Rent to be held by LNIB against proper performance of the Tenant's covenants under this Rental Agreement (the "**Security Deposit**").

10.2 SA Tenants will be required to make arrangements with Housing Department on payment of their Security Deposit.

10.3 LNIB acknowledges receipt from the Tenant of \$\_\_\_\_\_ as the Security Deposit on \_\_\_\_\_, 20\_\_.

Initials:      LNIB      Tenant

10.4 The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:

- a) the Tenant does not leave the Rental Unit in clean and re-rentable condition as required under section 15.3 (Vacating the Rental Unit) of this Rental Agreement;
- b) the Tenant has unpaid Rent or Arrears; or
- c) the Tenant has left the Rental Unit with damage other than that caused by normal wear and tear.

10.5 LNIB is entitled to use the Security Deposit to:

- a) pay for the repair of any damage to the Rental Unit other than that caused by normal wear and tear;
- b) clean the Rental Unit to bring it to required standard for re-allocation; and/or



- c) cover any Arrears or unpaid Rent.
- 10.6 Any portion of the Security Deposit remaining after LNIB has used the Security Deposit in accordance with the section 10.5 shall be reimbursed to the Tenant.

## **11.0 FAILURE TO PAY RENT/RENTAL ARREARS**

- 11.1 The Tenant must pay the Rent on time. Rent is late and in Arrears if the full amount is not paid by 4:00 pm on the day it is due.
- 11.2 Rent is not late and in Arrears if LNIB:
  - a) has received a letter from the Tenant before the first day of the month detailing the extenuating circumstances for the late payment, and
  - b) made a decision to accept late payment.
- 11.3 If the Tenant falls into arrears, the Tenant must immediately make an appointment with the Housing Department to pay the Arrears or, if the Tenant is unable to pay the Arrears, to negotiate an Arrears Repayment Agreement.
- 11.4 If the Tenant enters into an Arrears Repayment Agreement, the Tenant will be required to pay Rent in accordance with this Rental Agreement **and in addition** to pay the Arrears in accordance with the Arrears Repayment Agreement. If the Tenant fails to comply with all the terms of the Arrears Repayment Agreement, the Tenant will be evicted without further notice.
- 11.5 If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Repayment Agreement has been entered into, within the times set out below, LNIB will send the Tenant:
  - a) a First Notice of Non-Payment **5 days** after the Rent was due; and
  - b) a Final Notice of Non-Payment **10 days** after the Rent was due.
- 11.6 If the Tenant fails to pay the entire outstanding amount or to negotiate an Arrears Repayment Agreement within the times set out in the Final Notice of Non-Payment, LNIB will send the Tenant a Notice of Termination of Tenancy.
- 11.7 If the Tenant receives a Notice of Termination as set out in section 9.0, the Tenant must vacate the Rental Unit within the time specified in that notice and shall leave the Rental Unit in the condition required under section 15.3 (Vacating the Rental Unit) of this Rental Agreement.



- 11.8 If the Tenant fails to pay Rent on time more than three (3) times in one calendar year, LNIB may terminate the Rental Agreement and evict the Tenant.

## **12.0 USE OF RENTAL UNIT**

- 12.1 The Tenant shall reside in their Rental Unit for a minimum of nine (9) months out of the year to ensure that housing is being utilized to its fullest.
- 12.2 Subject to this Rental Agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- 12.3 The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of LNIB.
- 12.4 The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of LNIB and in compliance with any applicable LNIB laws.
- 12.5 The Tenant shall not carry on, suffer, or permit to be carried on, in, at, or upon a Rental Unit anything which is noisy, noxious, illegal or offensive, or which constitutes a nuisance or annoyance to LNIB or any neighbour.
- 12.6 The Tenant shall not commit, suffer, or permit any willful or voluntary waste, spoil, or destruction in, at, or upon a Rental Unit.
- 12.7 The Tenant shall not keep, or suffer or permit any derelict or abandoned vehicles to be kept anywhere on the lot or driveways. All vehicles kept on the residential property must be insured, in running condition, and cannot be parked without use for more than six (6) months.
- 12.8 The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this Rental Agreement.
- 12.9 The Tenant shall abide by the Fire Regulations as prescribed by the LNIB Fire Department and the Zoning Bylaw of the LNIB. Tenants may not construct or light open-flame fires (including but not limited to burning barrels and recreational fires such as bonfires, fire pits and/or camp fires) without prior written permission from the LNIB Fire Department. All open burning is banned either when the fire index is at the extreme level or if notified by LNIB
- 12.10 The Tenant shall abide by all LNIB by-laws, including NOS, that are currently in effect on the LNIB reserve lands.



### **13.0 PETS**

- 13.1 The Tenant shall comply with the LNIB Animal Control Bylaw #10 at all times.
- 13.2 Any term of this Rental Agreement or the Animal Control By-law #10 or the Policy that prohibits or restricts the size of a pet, or that governs the Tenant's obligations regarding the keeping of a pet on the residential property, is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.
- 13.3 Tenants are only permitted to have pets in Rental Units with the prior written approval of LNIB granted in accordance with the Policy and this Rental Agreement.
- 13.4 Section 13.3 does not apply to guide or service dogs kept subsequent to the rights and restrictions of the *Guide Dog and Service Dog Act*, however, Tenants may be asked to provide certification to LNIB per the *Guide Dog and Service Dog Act*.
- 13.5 A Tenant may apply to LNIB for permission to have pets in his/her Rental Unit by submitting a Pet Request Form.
- 13.6 LNIB has sole discretion to decide whether to approve an application for a pet.
- 13.7 The Tenant is solely responsible for any damage that is caused by his/her pet(s).
- 13.8 No pet is permitted in or around any multi-family dwelling, including 4-plexes or 8-plexes.
- 13.9 The Tenant shall:
- a) ensure that his/her pet(s) are fully vaccinated, including against rabies;
  - b) ensure that his/her pet(s) do not run at large on LNIB Land, except where specified by Council;
  - c) ensure that his/her pet(s) are sufficiently fed, watered, and cared for; and
  - d) clean up after his/her pet(s).

### **14.0 CONDITION INSPECTIONS**

- 14.1 LNIB and the Tenant shall jointly inspect the condition of the Rental Unit:
- a) Upon execution of this Rental Agreement and prior to the Tenant moving into the Rental Unit;
  - b) at any time when the Tenant starts keeping a pet during the tenancy;



- c) at the end of the tenancy;
  - d) at any other time as LNIB may reasonably require.
- 14.2 LNIB and the Tenant may agree on a different day for the condition inspection.
- 14.3 LNIB may enter and inspect the Rental Unit at any time and for any reason with 24-hour prior Written Notice to the Tenant.
- 14.4 LNIB may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
  - a) there is a health and safety emergency or natural disaster and the entry is necessary to protect life or property;
  - b) the Tenant gives LNIB permission;
  - c) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days; or
  - d) LNIB has a court order saying it may enter the Rental Unit.

## **15.0 VACATING THE RENTAL UNIT**

- 15.1 The Tenant shall deliver up vacant possession of the Rental Unit to LNIB on or before 1:00 p.m. of the day the tenancy and this Rental Agreement are deemed to end (the **"Termination Date"**). Vacating a Rental Unit means that the Tenant has removed all persons and personal property from the Rental Unit and the premises, returned all keys to LNIB, and has left the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental.
- 15.2 The Tenant is responsible for all cost associated with moving out, such as but not limited to, moving and cleaning costs.
- 15.3 On or before the Termination Date, the Tenant shall leave the Rental Unit in a re-rentable condition. Re-rentable condition means:
  - a) floors and carpets are vacuumed and washed;
  - b) walls cleaned and washed;
  - c) all light fixtures and light bulbs functioning and in place;
  - d) refrigerator /freezer emptied of all food/contents, cleaned and defrosted;
  - e) range cleaned of all grease and debris inside and out;
  - f) all garbage removed from inside and around perimeter of the Rental Unit;



- g) washer and dryer/ cupboards/cabinets cleaned inside and out; and
  - h) all debris cleaned out from under, behind, and around any appliances.
- 15.4 The Tenant shall be liable for any expense or loss incurred by LNIB due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.
- 15.5 If a Tenant does not vacate a Rental Unit when required to do so under the terms of this Rental Agreement or the Policy, LNIB may obtain the assistance of the RCMP to remove the Tenant.
- 15.6 A Tenant who vacates a Rental Unit and leaves personal property behind must contact LNIB within five (5) consecutive days of vacating the Rental Unit, in order to enter the premises and remove the personal property. After five (5) consecutive days from the date the Rental Unit has been vacated, LNIB may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by LNIB in disposing of the personal property, and these costs will be a debt owing to and recoverable by LNIB.

## **16.0 INSURANCE AND INDEMNITY**

- 16.1 The Tenant is solely responsible for insuring his/ her own personal property at his/her own expense against loss from any and all causes. LNIB shall in no event be responsible for the loss, destruction, theft of, or damages to, such property. LNIB recommends that all Tenants secure their own personal property insurance.

***Tenant's initials signifying that they have been advised that personal property insurance is recommended \_\_\_\_\_***

- 16.2 The Tenant shall indemnify and save LNIB harmless from all liabilities, fines, suits and claims of any kind for which LNIB may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- 16.3 The Tenant shall not do, or omit to do, or suffer, or permit to be done or omitted to be done, anything which may render void or voidable, or which may conflict with the requirements of, any policy of insurance carried by LNIB.
- 16.4 The Tenant will immediately comply with any Written Notice from LNIB or any insurer requiring the performance of works or discontinuance of any use of a Rental Unit or its lot in order to avoid invalidation or cancellation of any insurance.



- 16.5 The Tenant shall be liable for all losses, costs, or damages incurred by LNIB for any conduct that voids LNIB's insurance policy for the Rental Units.
- 16.6 The Tenant shall be responsible to pay the deductible on LNIB's insurance for any claims arising as a result of willful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.
- 16.7 LNIB shall purchase and maintain property and fire insurance for the Rental Unit so long as LNIB retains ownership of the Rental Units.

## **17.0 MAINTENANCE**

- 17.1 LNIB obligations:
  - a) Perform and/or bear the cost of repairs that are deemed to be LNIB's responsibility under the terms of this Rental Agreement and the Policy;
  - b) Be 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 Unit, 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; and
  - c) Subject to section 17.1(b) and funding availability, LNIB is responsible for extending the life of all units by carrying out the maintenance and preventative repairs, known collectively as the "LNIB Repairs", as outlined in Schedule "A" to this Rental Agreement.
- 17.2 The Tenant shall submit a completed Repairs/Maintenance Request Form to LNIB of any LNIB Repairs that may be required and LNIB shall have a reasonable time to perform LNIB Repairs.
- 17.3 Prior to formally requesting that LNIB perform a repair or maintenance, the Tenant should confirm with LNIB that he/she is not responsible for performing the repair or maintenance.
- 17.4 The Tenant shall ensure that any area where LNIB is to perform LNIB Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of LNIB Repairs hazardous.
- 17.5 LNIB shall monitor the Rental Unit more frequently to prevent vandalism and other hazards, and to ensure appropriate preventative maintenance is done when a Tenant is away from a Rental Unit on an authorized extended absence.



## **17.6 Tenant responsibilities**

17.6.1 The Tenant is responsible for the general maintenance, cleaning, and minor repairs and replacements for the Rental Unit, as outlined in this Rental Agreement, and which include those repairs outlined in Schedule "A".

17.6.2 The Tenant shall:

- a) attend a home maintenance workshop before moving into a Rental Unit, or as soon as possible thereafter;
- b) not deface or mark the interior or exterior walls or floors of the Rental Unit; and
- c) report any and all damage and/or maintenance issues to LNIB as soon as the issue is noticed.

17.6.3 The Tenant shall immediately report to LNIB any accident, break or defect in water pipes, heating or electrical systems in any part of the Rental Unit and its equipment.

17.6.4 Tenants shall inform LNIB when they become aware of any factors that may be contributing to or causing damage to the residence, or that may pose a health risk for others. Such factors may include flooding, mould, or illegal or prohibited activity at or near the residence.

17.6.5 The Tenant shall be solely responsible for all costs associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the intentional or negligent conduct of the Tenant, an Authorized Occupant or a guest, including failing to comply with a Notice of Breach.

17.6.6 If the damage is minor (less than \$1,000) and LNIB has to carry out the repair and/or replacement, the costs will be invoiced back to the Tenant as Additional Rent and any Additional Rent not paid in accordance with the payment schedule set on the invoice will constitute Arrears and be subject to the Arrears provisions of this Rental Agreement and the Policy.

17.6.7 If the damage is major (\$1,000 or more), LNIB will provide the Tenant with Written Notice including an estimate of the costs for LNIB to carry out the repair and/or replacement. The Tenant will have 30 days from the date on the notice to arrange with LNIB to pay for the repair and/or replacement. Failure to enter into a payment arrangement within 30 days, or failure to comply with the payment arrangement, will result in eviction.

17.6.8 LNIB may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by Written Notice within a specified time





where the repair or maintenance is the responsibility of the Tenant under this Rental Agreement.

- 17.6.9 If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, LNIB may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Rental Agreement.
- 17.6.10 If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under section 17.6.8, LNIB may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Rental Agreement.
- 17.6.11 LNIB may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 8.0 (Rent) of this Rental Agreement.
- 17.6.12 The Tenant must receive written permission from LNIB prior to making any additions, alterations, or fixed improvements to the Rental Unit. There is no compensation to the Tenant for this work. All related costs will be the responsibility of the Tenant. All fixed improvements shall become the property of LNIB at the termination of this Rental Agreement, unless the Tenant is instructed by LNIB to remove same and restore finishes and/or landscaping with no compensation to the Tenant.
- 17.6.13 If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from LNIB, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to LNIB. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- 17.6.14 Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of LNIB upon the termination of this Rental Agreement.



## **18.0 EMERGENCY REPAIRS**

18.1 **“Emergency Repairs”** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:

- a) major leaks in pipes or the roof;
- b) damaged or blocked water or sewer pipes or plumbing fixtures;
- c) the primary heating system;
- d) the electrical system;
- e) deficiencies to the integrity of the structure; and
- f) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.

18.2 LNIB shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.

18.3 If Emergency Repairs are required:

- a) the Tenant shall contact the designated contact person immediately and without delay;
- b) the Tenant will make at least two (2) attempts to contact the designated contact person, and shall give LNIB a reasonable time to complete the Emergency Repairs;
- c) if LNIB does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from LNIB upon presentation of a receipt; and
- d) LNIB may take over completion of the Emergency Repairs from the Tenant at any time.

## **19.0 LOCKS**

19.1 LNIB shall not change locks or other means of access to the Rental Unit that is occupied by a Tenant without also providing the Tenant with new keys or other means of access to the Rental Unit.

19.2 The Tenant shall not change locks or other means of access to the Rental Unit.



- 19.3 Notwithstanding section 19.2 if a Tenant changes the locks or other means of access on a Rental Unit, the Tenant must provide LNIB with a new key or other means of access to the Rental Unit and will be solely responsible for any damages or costs incurred as a result of the unauthorized change.
- 19.4 If a Tenant of a Rental Unit wants the locks or other means of access changed, the Tenant may submit a Repairs/Maintenance Request Form (Appendix "T") to the LNIB. The LNIB will have sole discretion whether to approve the request and conduct the work.
- 19.5 If a key becomes lost or stolen, the Tenant shall inform LNIB as soon as possible that the key has been lost or stolen. The Tenant will be responsible for paying the replacement expense of twenty dollars (\$20.00) per key.
- 19.6 The Tenant shall return all keys to LNIB when the tenancy ends.

## **20.0 QUIET ENJOYMENT OF THE RENTAL UNIT**

- 20.1 For the duration of this Rental Agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use and occupancy of the Rental Unit.

## **21.0 ABANDONEMENT**

- 21.1 The Rental Unit is deemed to be abandoned when:
- a) the Tenant has been absent from the Rental Unit for 30 or more consecutive days without having provided Written Notice of the absence to LNIB, and/or without LNIB's prior written approval; and
  - b) the Rent and/or utility payments for the Rental Unit are in Arrears for 30 days or more and the Tenant has not communicated with LNIB regarding the Arrears.
- 21.2 If the Rental Unit is abandoned, the Tenant is deemed to be evicted, and LNIB may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- 21.3 If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have five (5) consecutive days from the date the Rental Unit is deemed abandoned to obtain permission from LNIB to enter the Rental Unit and remove the personal property, after which LNIB may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by LNIB in disposing of the personal property.



- 21.4 If the Rental Unit is abandoned, the Tenant shall be liable to LNIB for:
- a) any costs LNIB incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit, to repair damage to the Rental Unit that occurred during the Tenant's absence, and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
  - b) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding Arrears.
- 21.5 LNIB may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in the preceding section and may claim for any deficiency outstanding, and recovery of these amounts shall constitute a debt owed to and recoverable by LNIB as a consequence of the breach of this Rental Agreement by the Tenant.

## **22.0 PROVIDING A COPY OF THE RENTAL AGREEMENT**

- 22.1 LNIB shall give the Tenant a copy of this signed Rental Agreement and shall keep the original signed Rental Agreement and one (1) copy on file at the Housing Department office.

## **23.0 RESOLUTION OF DISPUTES**

- 23.1 If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Rental Agreement, the terms of this Rental Agreement, or any other matter related to this Rental Agreement, such dispute shall be resolved through the appeal process set out in Chapter 6 of the Policy.

## **24.0 NOTICE**

- 24.1 All notices under this Rental Agreement are to be given in writing and shall be deemed to have been received by the other party:
- a) if by hand or courier, on the date of delivery;
  - b) if by mail or registered mail, that date five (5) business days after mailing; and
  - c) 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.



24.2 Notice to the Tenant may be given by:

- a) hand delivery to the Tenant;
- b) ordinary or registered mail to the Tenant's residential address as provided in this Rental Agreement;
- c) leaving a copy with an adult who apparently resides with the Tenant;
- d) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
- e) attaching a copy to a door or other conspicuous place on the Rental Unit;  
or
- f) transmitting a copy to a fax number or email address provided by the Tenant.

24.3 Notice to LNIB may be given by:

- a) hand delivery to LNIB's Housing Manager or the Housing Department Receptionist;
- b) ordinary or registered mail to LNIB's Housing Department;
- c) leaving a copy at LNIB's Housing Department in such place as may be designated by LNIB for such delivery;
- d) attaching a copy to the front door of LNIB's Housing Department; or
- e) transmitting a copy to LNIB's Housing Department's fax number or email address.

## **25.0 LIABILITY**

25.1 LNIB shall not, in any event whatsoever, be liable or responsible in any way for:

- a) 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 Unit;
- b) 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 Unit;
- c) 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 Unit, or from the water, steam,



- sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
  - e) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by LNIB or any other person; or
  - f) 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.

## **26.0 LEGAL**

- 26.1 Nothing in this Rental Agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by LNIB to transfer legal possession of lands set apart for the use and benefit of the members of LNIB, in common.
- 26.2 Failure by LNIB to enforce any provision of this Rental Agreement does not constitute a waiver of that provision and LNIB is not stopped from enforcing such provision at any time.

## **27.0 GENERAL**

- 27.1 Time is of the essence in this Rental Agreement.
- 27.2 All payments to LNIB under this Rental Agreement will be provided to \_\_\_\_\_ and will be made by cash, cheque, certified cheque, bank draft, money order, electronic transfer, pre-Authorized direct deposit, or salary deduction.
- 27.3 Words in the singular include the plural form, unless the context otherwise requires.
- 27.4 This Rental Agreement, the Schedules to this Rental Agreement, and the Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Rental Agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.



## **28.0 ADDITIONAL TERMS**

28.1 The following are additional terms agreed to by LNIB and the Tenant (e.g. parking, smoking, etc.)

a) The Tenant(s) agrees to abide by all additional terms and conditions as outlined in the LNIB Policy as attached.

\_\_\_\_ Tenant's Initials

b) The Tenant(s) agrees to abide by the Animal Control By-law #10 as attached.

\_\_\_\_ Tenant's Initials

c) The Tenant(s) agrees to notify LNIB of any firearms owned by the Tenant(s) and provide evidence of appropriate licensing.

\_\_\_\_ Tenant's Initials

d) Any additional terms:

i. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
ii. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
iii. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
iv. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
v. _____	_____ Initials	_____ LNIB	_____ Tenant(s)

## **29.0 ACCEPTANCE**

29.1 The Tenant acknowledges that he/ she has read this Rental Agreement, the Schedules to this Rental Agreement and the Policy, and that he or she understands and agrees with the provisions of this Rental Agreement, its



Schedules and the Housing Policy, and that he/ she has had the opportunity to seek independent legal advice with respect to this Rental Agreement.

The parties have executed this Rental Agreement on \_\_\_\_\_, 20\_\_\_\_.  
By signing this Rental Agreement, LNIB and the Tenant(s) are bound by its terms.

Signed by LOWER NICOLA INDIAN BAND at _____	)	LNIB (Landlord)
_____ in the Province of _____	)	
British Columbia this _____ day of _____,	)	
20____, in the presence of:	)	
_____	)	
Signature of Witness	)	Authorized Signatory of the LNIB
_____	)	
Name of witness	)	Printed Name
_____	)	
Address of witness	)	
_____	)	
Occupation of witness	)	
Signed by _____ at _____	)	TENANT
_____ in the _____	)	
Province of British Columbia this _____ day of _____,	)	
20____, in the presence of:	)	
_____	)	
Signature of Witness	)	Signatory of Tenant
_____	)	
Name of witness	)	Printed Name of Tenant
_____	)	
Address of witness	)	
_____	)	
Occupation of witness	)	





Signed by CO-TENANT at \_\_\_\_\_ in the  
Province of British Columbia this \_day of  
\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

) CO-TENANT

)

)

)

)

)

) \_\_\_\_\_  
Signatory of Co-Tenant

)

)

) \_\_\_\_\_  
Printed Name of Co-Tenant

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## Schedule "A"

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### **MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT**

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#### **1. INTRODUCTION**

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

#### **2. LANDLORD RESPONSIBILITIES**

The Landlord shall be responsible for the extending the life of all units by carrying out the maintenance and preventative repairs including:

- a) repair of damage caused by natural deterioration caused by rotting, etc.,
- b) repair of damage caused by natural disasters caused by flooding, etc.,
- c) repair of doors, windows, or household appliances deteriorated due to natural wear and tear,
- d) inspect and carry out general service of furnaces and other heating devices,
- e) inspect and carry out general service of hot water tanks including element replacement, and replacement of the complete tank unit where required,
- f) complete service of all plumbing, including replacement of fixtures where required,
- g) repair of electrical wiring and fixtures as required,
- h) repair and replacement of glass in windows and doors as necessary,
- i) repair and replacement of doors as necessary,
- j) repair of interior and exterior walls as necessary,
- k) repair of ceilings and floors as necessary,
- l) repair of eaves trough as necessary,
- m) repair of the roof as necessary,
- n) repair and replacement of appliances, as required, and
- o) any other maintenance deemed required for the health and safety of the Tenant and to extend the useful life of the unit.

(collectively, the "**LNIB Repairs**")



### **3. TENANT RESPONSIBILITIES**

- a) The Tenant shall be solely responsible for 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.
- b) In addition to any repairs or replacements required under the preceding section, repairs, maintenance, and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, including:
  - i) routine cleaning and vacuuming;
  - ii) window cleaning;
  - iii) monitoring and wiping up moisture;
  - iv) ensuring indoor air quality is maintained (vents kept clear);
  - v) cleaning, repairing, and maintaining appliances, the furnace, and other mechanical air filters;
  - vi) garbage removal (interior and exterior);
  - vii) yard clean up, weeding and maintenance (including old vehicle removal and keeping the septic tank and area free of debris, brush and weeds);
  - viii) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze);
  - ix) snow removal,
  - x) maintaining and repairing driveways and private roads;
  - xi) supplying and changing faucet washers;
  - xii) supplying and repairing loose screws on such things as cupboards and towel racks;
  - xiii) sink and toilet maintenance;
  - xiv) replacing light bulbs;
  - xv) keeping the fire extinguisher(s) and smoke detectors in good working order;
  - xvi) ensuring that baseboard heaters, stoves and other fire hazards are kept clear of clutter, garbage and flammable materials;
  - xvii) ensuring all entrances are kept clear of any obstructions for the safety of emergency services;
  - xviii) routine septic tank pump-outs; and
  - xix) disconnecting hoses from the outside hose bib in cold weather.

Initials: LNIB      Tenant



**SCHEDULE "B"**  
**Animal Control Bylaw #10**

**LOWER NICOLA INDIAN BAND**

**ANIMAL CONTROL BY-LAW**

WHEREAS section 81, paragraphs (a), (d), (e), (q) and (r), of the Indian Act confirms the power of the council of a Band of Indians to pass by-laws to provide for the health of residents of the reserve, the prevention of nuisances, the protection against and prevention of trespass by domestic animals, matters arising out of or ancillary to the exercise of powers under this section, and the imposition of a penalty for the violation of any such by-law;

AND WHEREAS the Council of the Lower Nicola Indian Band is of the opinion the uncontrollable ownership, breeding, and running at large of animals may be detrimental to the health of residents on the reserve, and a nuisance to such residents;

THEREFORE, the Council of the Lower Nicola Indian Band enacts a by-law as follows;

**SHORT TITLE**

1. This By-law may be cited as "By-law Number 10".

**DEFINITIONS**

2. In this By-law;

"animal" means a dog, a cat or any domestic animal;

"animal control officer" means an animal control officer appointed pursuant to section (3), or any by-law enforcement officer and a person employed by the Lower Nicola Band Council for the purpose of enforcing the provisions of this by-law;

"animal register" means the register kept by the Animal Control Officer for the purpose of the registration of all dogs and other animals on the reserve;

"band council" means the Council of the Lower Nicola Indian Band, as defined in the Indian Act;

"bite" means an attack by an animal that results in the victim's skin being broken through;

"cat" means any cat, male or female;

"community health representative" means the officer of health so appointed by band council resolution;

"guard dog" means any non-villainous dog kept for the purposes of property protection;

"dog" means any dog, male or female and includes an animal that is cross between a dog and a wolf;



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"dwelling" means each single unit being a fully detached home, semi-detached home, apartment or any other building used or intended to be used for human habitation and in which normal domestic functions are carried on;

"muzzle" means to secure a dog's mouth in such a fashion that it cannot bite anything;

"owner of an animal" includes a person who possesses or harbours an animal. "Owns" and "owned" have a corresponding meaning;

"reserve" means any reserve of the Lower Nicola Indian Band, as that term is defined under the Indian Act, as amended, and includes the following;

Nicola Mameet Indian Reserve Number 1, Joeyaska Indian Reserve Number 2, Hamilton Creek Indian Reserve Number 7, Pipeul Indian Reserve Number 3, Logan's Indian Reserve Number 6, Zoht Indian Reserves Numbers 4, 5 and 14, and Speous Indian Reserve Number 8 of the Band.

"running at large" or "at large" means off the premises of the owner and not muzzled nor under the control of any person;

"villainous dog" includes any dog over the age of three (3) months;

- (i) that demonstrates any ferocious, vicious, or aggressive behaviour;
- (ii) that an animal control officer, upon reasonable and probable grounds, believes to be a villainous dog;
- (iii) which has been the cause of a prosecution under this by-law within the previous six months where a conviction against anybody had been entered concerning that specific dog; or
- (iv) which has bitten another animal or human without provocation.

"wild animal" means any animal that is neither human nor domestic.

3. ANIMAL CONTROL OFFICER AND ENFORCEMENT

- (1) The band council will appoint by band council resolution an animal control officer to provide for the administration and enforcement of this by-law and more specifically to receive registration and to issue identification tags under this by-law.
- (2) The band council may, through its administrative process, provide for reasonable remuneration to be paid to the animal control officer.
- (3) Any peace officer may enforce this by-law

4. REGISTRATION AND IDENTIFICATION OF DOGS

- (1) Every person keeping one or more dogs over four (4) months of age on the reserve shall register and have an identification tag placed around the neck of each dog.



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- (2) The application for the registration of an identification tag shall be filed with the animal control officer, or their delegate, and will include the following information:
  - (a) the applicant's name;
  - (b) the applicant's address or lot number;
  - (c) a description of the dog or other animal sought to be registered, including age, sex, name and breed if known;
  - (d) the number of animals in the dwelling;
  - (e) a record that the dog is immunized in accordance with generally accepted veterinary standards.
- (3) The charge for registration and identification tags shall be set by a resolution of the Council and may be amended from time to time.
- (4) The animal control officer, or their delegate, shall issue the licensed tag upon registration and payment of the annual fee and where, in the case of a dog, proof of immunization as indicated in section 4.2(e) of this by-law.
- (5) The license tag shall be securely attached to the collar or harness of the dog at all times.
- (6) The registration and identification tag issued by the animal control officer will be valid for a year from the date of issuance of the identification tag.

5. IMMUNIZATION OF ANIMALS

- (1) All dogs residing on the reserve must be immunized against rabies and other diseases that are communicable to humans or diseases that are likely to cause aggressive behaviour in dogs, in accordance with generally accepted veterinary standards.
- (2) All other animals residing on the reserve must be vaccinated in accordance with generally accepted veterinary standards.

6. RABIES

- (1) The Band Council, in the event of known rabies cases, may request that all animals be vaccinated for rabies.
- (2) Subject to subsection 12.(2) the owner of an animal exposed to rabies shall, on demand by the Band Council, surrender such animal to the animal control officer to be held in quarantine for a period of fourteen (14) days and such animal shall not be released from such quarantine without the written permission of the community health representative.
- (3) An owner, upon demand made by either the Band Council or the animal control officer, must surrender any animal that has bitten any person or which has been exposed to rabies, to be held in quarantine at the discretion of the community health representative.
- (4) Any animal found to be infected with rabies shall be humanely destroyed by its owner or by the animal control officer immediately, at the expense of the owner.

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- (5) Any animal destroyed pursuant to subsection (4) shall be disposed of according to the instructions of the community health representative.

7. LIMIT ON NUMBER OF ANIMALS PER DWELLING

- (1) No more than four (4) animals consisting of dogs and cats or other similar sized domestic animals, with a maximum of two dogs (2), shall be kept, harboured or possessed in any dwelling.
- (2) The provisions of subsection 7.(1) shall not apply to litters, where the pups or kittens are under the age of four (4) months.
- (3) Where there are, at the time of the enactment of this By-law, more animals than the prescribed limit in subsection 7.(1), no further animals may be acquired until three (3) animals or less remain in the dwelling.
- (4) Ranchers and hunters may apply for an exemption from section 7. by submitting a written application to the Band Council.

8. GENERAL PROHIBITIONS

- (1) Any animal which inflicts a bite upon a person shall be seized and impounded immediately and then destroyed after 14 days unless the owner has obtained written relief from the Chief and Council of the band or the courts.
- (2) The owner of an animal which causes damage to any property, other than the animal owner's property, including moveable property, lawns, flower beds, bushes, or plants, or other parts of property, is guilty of an offense.
- (3) The owner of a female animal in heat that allows the animal to be at large, unless such animal is attached to a leash and accompanied by and is under the observation of an adult, is guilty of an offense.
- (4) No owner shall allow an animal to remain unfed or without water as sufficiently long either to amount to cruelty or to cause the animal to become a nuisance.
- (5) No person shall punish or abuse an animal in a manner or to an extent that is cruel or unnecessary.
- (6) The owner or guardian of any animal shall, when the animal is on public property or private property belonging to another person, immediately pick up and thereafter dispose of any feces, vomit, or any other waste left by the animal on the said property.
- (7) No owner shall permit an animal to disturb the peace of the residents of the reserve.

9. PROHIBITIONS WITHIN SPECIFIC AREAS OF THE RESERVE

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- (1) The Band council may at anytime establish reasonable restrictions on the keeping of animals within:
  - (a) the area surrounding a hospital or health centre;
  - (b) the area surrounding a school;
  - (c) the area around the band administrative centre;
  - (d) the area around the recreation centres;
  - (e) the area around a daycare; or
  - (f) any other area that the band council deems necessary.
- (2) Notice of any restriction made by the band council pursuant to subsection (1) shall be posted in the band office and any other publicly accessible, band owned, properties and after the date of the posting of such notice, no person shall keep or have an animal within the specified area unless they adhere to the restrictions.
- (3) No person may establish, own or operate an establishment or facility for the boarding or treatment of animals within the limits of the reserve, without express written authorization, (as evidenced by a band council resolution), from the band council.

10. VILLAINOUS DOGS

- (1) On private property, a villainous dog shall be kept either on a secure leash or in a restricted area constructed so as to both prevent any escape by the dog and prevent any entry or access by children.
- (2) A villainous dog need not be tethered or penned up as provided in subsection (1) if the dog:
  - (a) is held on a leash by a person capable of restraining the dog's movement; or
  - (b) is being used by a person for the purpose of hunting; or
  - (c) is being used by a person to work in a lawful manner with cattle or sheep; or
  - (d) is used by a visually impaired person as a guide dog.
- (3) Anyone owning a villainous dog must post a clearly visible sign on the premises notifying the public of the presence of that dog.
- (4) A villainous dog must, at all times, be muzzled and, subject to 10.2, be kept on a leash whenever it is off the owner's premises.
- (5) No owner of a villainous dog shall permit such a dog belonging to him or her to be at large on the reserve.
- (6) A villainous dog found at large on the reserves may be impounded for not less than five (5) days and may thereafter be humanely destroyed or otherwise disposed of, unless in the meantime such animal has been claimed by its owner and the costs incurred for the impounding of the animal have been paid.

11. GUARD DOGS

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- (1) Any person may keep a guard dog without restricting its movement so long as the dog does not show any signs of being villainous when it is off the owner or guardian's property.
- (2) Any person who keeps a guard dog must post a clearly visible sign on the premises notifying the public of the presence of that dog.

12. IMPOUNDING AND SEIZURE

- (1) An animal control officer may seize an animal from any person, when he or she has reasonable grounds to believe that the animal is violating or has violated or is about to violate any of the provisions of this by-law.
- (2) When an animal is apprehended because it has inflicted an unprovoked bite upon an animal or human person, the animal control officer shall impound the animal for such period of time to be specified by a veterinary surgeon for the purpose of testing for rabies or other diseases.
- (3) Subject to 6.2, 8.1, 12.2 and 12.6, an animal control officer who has seized an animal pursuant to subsection (1) shall restore possession of the animal to its owner where:
  - (a) the owner claims possession of the animal within five (5) days after the date of the seizure; and
  - (b) the owner pays to the animal control officer all expenses incurred in securing, sheltering, caring for and feeding the animal; and
  - (c) where the animal seized is a dog and the owner has failed to produce an identification tag for that dog, he or she shall obtain a registration identification tag from the animal control officer before he or she will obtain the release of the dog.
- (4) Where the animal has not been reclaimed within five (5) days after seizure pursuant to subsection (3), the animal control officer may:
  - (a) humanely destroy the animal.
  - (b) dispose of the animal which can include transferring the animal for a fee to a person other than the owner.
- (5) If the animal is found to be diseased or injured, the animal control officer may seek veterinary attention for it where the owner has declined, failed, or neglected to do so. Any fee arising from the provision of such veterinary care shall be a charge against the owner of the animal.
- (6) Where an animal is seized under this by-law that, in the opinion of the animal control officer, is injured or for humane reasons or for reasons of health or safety to persons or other animals, should be destroyed without delay, the animal control officer shall humanely destroy the dog as soon after seizure as he or she thinks fit without permitting any person to reclaim the animal and no damages or compensation may be recovered on account of such action.



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- (7) When an animal has been impounded, the animal control officer or where prudent, the Band Council, shall forthwith make every reasonable effort to notify the owner of such impoundment.
- (8) A written report of each incident as provided for in this section shall be filed with the Band Council.

13. DESTRUCTION WHERE UNABLE TO SEIZE

- (1) Where the animal control officer, after reasonable effort, is unable to seize a villainous dog that is running at large contrary to the provisions of this by-law, he may humanely destroy the dog.
- (2) No damage or compensation may be recovered as a result of the destruction of a dog by the animal control officer pursuant to subsection (1).

14. PROTECTION FROM ANIMALS

- (1) Any person may humanely kill an animal, by legal means, that is running at large and is in the act of pursuing, attacking, injuring, damaging, killing or destroying:
  - (a) a person; or
  - (b) a dog that is tethered; or
  - (c) domestic livestock; or
  - (d) other domestic animals (cats, rabbits, etc.).
- (2) No damage or compensation may be recovered as a result of the killing of an animal by any person pursuant to subsection (1).

15. WILD ANIMALS

When, on reasonable grounds, the animal control officer believes that a wild animal has entered onto the reserve and could pose a threat to the life or property of any person on the reserve, the animal control officer may:

- (a) take immediate steps to have the wild animal removed from the reserve; or
- (b) destroy the animal when the animal control officer has reasonable grounds to believe that it is necessary.

16. DISPOSAL

- (1) Any animal destroyed pursuant to this by-law shall be disposed of in accordance with the instructions of the community health representative at the expense of the owner.
- (2) Any animal that dies of any cause other than a result of this by-law shall be disposed of by the owner in accordance with the instructions of the community health representative.

*JSN*



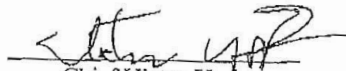
Animal Control By-Law

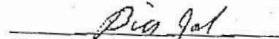
April 08, 1997

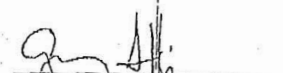
17. PENALTY

- (1) Anyone who contravenes any part of sections 4, 5, 6, 7, 8, 9, 10, 11 and 16 of this by-law is guilty of an offense and is liable on summary conviction to a fine of not more than one thousand dollars (\$1000.00) or to imprisonment for a term not exceeding thirty (30) days, or both and court costs.

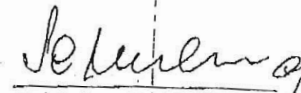
THIS BY-LAW IS HEREBY ENACTED at a duly convened meeting of the Lower Nicola Indian Band Chief and Council this eighth day of April, nineteen hundred and ninety seven.

  
Chief Victor York

  
Councillor Bill John

  
Councillor Gary Lafferty

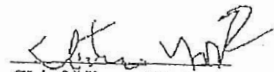
  
Councillor Eunice Watson

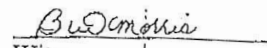
  
Councillor Paddy Sterling

A quorum for this Council is set at 5 members.

DECLARATION

I, Victor York, Chief of the Lower Nicola Indian Band, do hereby certify that an original of this by-law was sent to the Minister of Indian Affairs pursuant to section 82.1 of the Indian Act on the 08<sup>th</sup> day of April, 1997.

  
Chief Victor York

  
Witness



## Appendix "B" Rent-to-Own Agreement

### Between

LOWER NICOLA INDIAN BAND (LNIB), 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 181 Nawishaskin Lane Merritt, BC V1K 0A7

(**"LNIB"**)

### AND:

\_\_\_\_\_

(the **"Tenant"**)

Being collectively the parties (the **"Parties"**) to this Rent-to-Own Agreement.

### WHEREAS

- A. The Tenant originally entered into this Rent-to-Own Agreement on \_\_\_\_\_ [insert date].
- B. The Tenant **has** / **has not** transferred a CP or Allotment to LNIB, described in the definition of Rental Unit, in this Agreement.
- C. The Tenant(s) are Members of the LNIB.
- D. LNIB holds the right of possession to the house and/or lot identified as:

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

The **"Rental Unit"**

- E. The Tenant wishes to rent the Rental Unit, paying rent as set by Chief and Council and in this Rent-to-Own Agreement, for a period of 25 years (the

**"Amortization Period")**, with the intention of owning the Rental Unit at the end of the Amortization Period.

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

## **1.0 APPLICATION OF THE LNIB HOUSING POLICY**

1.1 LNIB administers its rental housing program pursuant to the LNIB Housing Policy (the "Policy"), which applies to and forms part of this Rent-to-Own Agreement. By signing this Rent-to-Own Agreement the Tenant acknowledges that he or she has read and understood the Policy and agrees to be bound by both the terms of this Rent-to-Own Agreement, the Schedules to the Rent-to-Own Agreement, and the Policy, as amended from time to time. In the event of any inconsistency between this Rent-to-Own Agreement and the Policy, this Rent-to-Own Agreement shall prevail.

## **2.0 PRIMARY TENANT INFORMATION**

Last Name:	First and Middle Name:
Mailing Address:	Phone number(s):
Email Address:	Indian Status/Membership Number

## **CO-TENANT INFORMATION (IF APPLICABLE)**

Last Name:	First and Middle Name:
Mailing Address:	Phone number(s):
Email Address:	Indian Status/Membership Number:

### 3.0 AGREEMENT TO RENT WITH OPTION TO OWN

- 3.1 LNIB agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this Rent-to-Own Agreement, and the Tenant agrees to rent the Rental Unit and pay the Rent as set out in this Rent-to-Own Agreement to LNIB in accordance with these terms.
- 3.2 Subject to section 3.7, LNIB grants to the Tenant the option to own the Rental Unit (the **"Option to Own"**) in accordance with this Rent-to-Own Agreement, the Policy, and the Acknowledgement and Conclusion of the Rent-to-Own Agreement (Appendix U), at the end of the Amortization Period. LNIB will not attempt the sale of the Rental Unit to any other party during the term of this Rent-to-Own Agreement.
- 3.3 Subject to section 3.7, and provided that the Tenant pays Rent regularly in accordance with this Rent-to-Own Agreement, the Tenant will become eligible to exercise the Option to Own as follows:

<b>Tenant exercising the Option is the same Tenant who entered the original Rent-to-Own Agreement:</b>	<b>Eligibility Date:</b>
0 – 25 years	At the end of the Amortization Period.

<b>Tenant exercising the Option is not the same Tenant who entered the original Rent-to-Own Agreement, <u>but is related</u> to the original Tenant:</b>	<b>Eligibility Date:</b>
0 – 25 years	At the end of the Amortization Period.

<b>Tenant exercising the Option is not the same Tenant who entered the original Rent-to-Own Agreement, and is <u>not related</u> to the original Tenant:</b>	<b>Eligibility Date:</b>
0 – 10 years	At the end of the Amortization Period.
11+ years	15 years after the Tenant entered into this Rent-to-Own Agreement.





- 3.4 In the event that the Tenant wants to buy the Rental Unit in full, prior to the Option to Own as set out above, the Tenant will discuss the buyout options with the Housing Department. The option for early buy out is dependent on many factors, some outside of the control of LNIB, but best efforts will be made to assist Tenants wishing to buy the Rental Unit in full, prior to the Option set out above.
- 3.5 When the Tenant becomes eligible to exercise the Option to Own in accordance with section 3.3, LNIB will deliver to the Tenant a written notice advising that the Tenant may exercise the Option to Own.
- 3.6 To exercise the Option to Own, the Tenant must deliver to LNIB a Written Notice of exercise of option, with an application for transfer of the certificate of possession held by the LNIB.
- 3.7 Upon receipt of the Tenant's Written Notice of exercise of option and application for transfer of the certificate of possession, LNIB will transfer the certificate of possession to the Tenant, provided that the Tenant:
- a) Is entitled to hold land under the *Indian Act*;
  - b) Is a Member of LNIB;
  - c) has complied with all the terms and conditions of this Rent-to-Own Agreement;
  - d) has lived in the Rental Unit and has regularly paid Rent without assistance from LNIB for the applicable time period set out in section 3.3; and
  - e) has no outstanding debts or arrears owing to LNIB.
- 3.8 If the Tenant does not wish to exercise the Option to Own as set out in this Rent-to-Own Agreement, LNIB and the Tenant will discuss options to move the Tenant to another Rental Unit.
- 3.9 If this Rent-to-Own Agreement ends or is terminated by either Party before the Tenant is eligible to exercise the Option to Own, the Option to Own is likewise terminated and the Tenant is not entitled to be reimbursed any of the Rent paid to LNIB or to be compensated in any way for such equity in the Rental Unit as the paid Rent may otherwise represent.

#### **4.0 CHANGES TO THIS AGREEMENT**

- 4.1 Any change or addition to this Rent-to-Own Agreement must be agreed to in writing and initialed by both LNIB and the Tenant. If a change is not agreed to



in writing, is not initialed by both LNIB and the Tenant or is unconscionable, it is not enforceable.

4.2 Notwithstanding the preceding section 4.1, LNIB may amend or alter this Rent-to-Own Agreement at its sole discretion and without the Tenant's agreement or consent as it applies to the following:

- a) Rent increases given in accordance with this Rental Agreement or the Policy;
- b) a withdrawal of, or a restriction on, a service or facility in accordance with this Rental Agreement or the Policy;
- c) eviction following service on Tenant of Notice of Termination of Tenancy; or
- d) pets;
- e) entry and inspection of the Rental Unit for purposes of a health and safety emergency or natural disaster;
- f) entry and inspection for purposes of asset protection and maintenance.

## **5.0 AUTHORIZED OCCUPANTS**

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

<b>Name</b>	<b>Member #</b>	<b>Birth Date</b>	<b>Gender</b>

(collectively, the "**Authorized Occupants**")

5.2 The Rental Unit shall not have more than \_\_\_\_\_ Authorized Occupants.

5.3 LNIB shall not unreasonably prevent the Tenant from having guests in the Rental Unit.





- 5.4 The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- 5.5 The Tenant may request in writing LNIB's consent to amend the list of Authorized Occupants to add or remove persons from the list. If LNIB agrees, such consent shall be given in writing and appended to this Rent-to-Own Agreement, along with the amended list of Authorized Occupants.
- 5.6 The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the LNIB's prior written consent, then the Tenant shall be in default under this Rent-to-Own Agreement and may be evicted for cause.

## **6.0 TERM AND TERMINATION OF TENANCY**

- 6.1 The Tenant's right to occupy the Rental Unit starts on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expires on March 31<sup>st</sup> immediately following that date (the "**Term**").
- 6.2 The Rent-to-Own Agreement must be renewed and signed by March 31<sup>st</sup> of each year. Renewals to Rent-to-Own may include any Policy changes and updated rental calculations, and must include any changes to Tenant information, Authorized Occupants, or Household Composition
- 6.3 Provided that the Tenant is in compliance with the terms and conditions of this Rent-to-Own Agreement and the Policy, the Parties may renew this agreement for a period of one year, expiring on March 31<sup>st</sup> 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 If the Tenant does not wish to renew this Rent-to-Own Agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide LNIB with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 15.0 of this agreement.
- 6.5 Notwithstanding paragraph 6.4, if the Term begins after March 1<sup>st</sup>, the Tenant may give LNIB written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 15.0 of this Rent-to-Own Agreement.
- 6.6 The Rent-to-Own Agreement must be renewed and signed by March 31<sup>st</sup> of each year. Renewals to Rent-to-Own Agreements may include any Policy



changes and updated rental calculations, and must include any changes to Tenant information, Authorized Occupants, or Household Composition.

- 6.7 If the Parties do not renew this Rent-to-Own Agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this Rent-to-Own Agreement insofar as they are applicable to a month to month tenancy.
- 6.8 LNIB may terminate a month to month tenancy created pursuant to section 6.76.6 at any time upon giving the Tenant 30 days written notice of termination.
- 6.9 The Parties may mutually agree in writing to terminate this Rent-to-Own 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 Unit.
- 6.10 LNIB may terminate this Rent-to-Own Agreement for cause at any time in accordance with section 8.0 of this Rent-to-Own Agreement.
- 6.11 The Tenant may terminate this Rent-to-Own Agreement at any time by providing 30 days' Written Notice to the Housing Manager, and is responsible for payment of any Rent coming due within the 30-day period. Such Written Notice must:
- a) include the address of the Rental Unit;
  - b) include the date of termination;
  - c) be signed and dated by the Tenant; and
  - d) include the specific grounds for ending the tenancy, if the tenant is ending the tenancy because LNIB has breached a material term of the tenancy.
- 6.12 The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, LNIB may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours' Written Notice to the Tenant. The Tenant shall be liable for any damages LNIB may experience, including but not limited to lost Rent, for any interference or obstruction by or on behalf of the Tenant with LNIB's efforts to enter the Rental Unit for this purpose.
- 6.13 If the Tenant moves out of the Rental Unit without providing 30 days' notice as required under this Rent-to-Own Agreement, the Tenant shall be



responsible for paying the Rent for the month immediately following the month in which the notice was given.

- 6.14 The Tenant must vacate the Rental Unit on or before the termination date and shall leave the Rental Unit in the condition required under section 15.3 of this Rent-to-Own Agreement. The Tenant will be responsible for all costs associated with moving out, including but not limited to moving costs, additional month's rent, cleaning.

## **7.0 RENT**

### **7.1 Payment of Rent**

- a) The Tenant agrees to pay rent in the amount of \$\_\_\_\_\_ to LNIB on or before the 1st day of each month (the "Rent"). This section is subject to any Rent increases given in accordance with this Rent-to-Own Agreement and the Policy.
- b) The Tenant shall pay the first month's Rent to LNIB prior to moving into the Rental Unit.
- c) Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to LNIB a pro-rated Rent of \$\_\_\_\_\_ prior to moving into the Rental Unit to cover the period beginning on the \_\_\_\_ of \_\_\_\_\_ and ending on the last day of such month.
- d) LNIB will accept cash, cheque, certified cheque, money order, bank draft, LNIB Payment Reduction, electronic transfer or pre-Authorized direct deposit as payment for Rent. Payment is to be made at the Band Office or such place as LNIB may direct. No partial payments or postdated cheques will be accepted without LNIB's consent.
- e) LNIB must give the Tenant a receipt for rent paid in cash.
- f) LNIB Chief and Council may annually review the Rent and any adjustments to Rent will be set as of March 31st of each year. An increase the Rent for the following year may be made, up to 3% per year.
- g) LNIB shall give the Tenant at least three (3) months' Written Notice before the date any Rent increase is to become effective.
- h) Where there is more than one Tenant under this Rent-to-Own Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.



- i) The Tenant must pay the Rent on time. If the Rent is late, LNIB may issue a Notice to End Tenancy to the Tenant, which may take effect not earlier than 10 days after the date the notice is given.

## 7.2 What is included in the Rent:

Check only those that are included and provide additional information if needed. LNIB must not terminate or restrict a service or facility that is essential to the Tenant's use of the Rental Unit as living accommodation or that is a material term of the Rent-to-Own Agreement.

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Water                      | <input type="checkbox"/> Electricity        | <input type="checkbox"/> Heat            |
| <input type="checkbox"/> Stove and Oven             | <input type="checkbox"/> Dishwasher         | <input type="checkbox"/> Refrigerator    |
| <input type="checkbox"/> Carpets                    | <input type="checkbox"/> Window Coverings   | <input type="checkbox"/> Cablevision     |
| <input type="checkbox"/> Storage                    | <input type="checkbox"/> Garbage Collection | <input type="checkbox"/> Septic Services |
| <input type="checkbox"/> Parking for _____ vehicles |   | <input type="checkbox"/> Other           |

Description of other services or facilities included in the Rent:

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- 7.3 The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- 7.4 If the Tenant is an employee, contractor doing work for LNIB, Councillor, or any other person receiving moneys from LNIB (including educational payments), then the Tenant may complete a Consent to LNIB Payment Reduction Form (Appendix "X") to have their Rent deducted directly from their payment.

The Tenant (circle one) **does / does not** agree that LNIB may deduct the Rent from the Tenant's payment.

Initials:

Tenant

LNIB



## **8.0 NOTICE OF BREACH AND EVICTION**

- 8.1 If the Tenant breaches a term of this Rent-to-Own Agreement or in the Policy, and LNIB deems the breach sufficient to warrant eviction, LNIB will issue a Notice of Breach.
- 8.2 Without limiting the generality of section 8.1, LNIB may, at its sole discretion, issue a Notice of Breach if one or more of the following applies:
- a) the Tenant refuses to resolve disputes;
  - b) the Tenant fails to maintain/repair the Rental Unit as required;
  - c) the Tenant allows unsanitary conditions at or around the Rental Unit;
  - d) the Tenant has breached the Animal Control By-law #10;
  - e) the Tenant allows uncontrolled pets at or around the Rental Unit;
  - f) the Tenant allows excessive accumulation of garbage at or around the Rental Unit;
  - g) there are people other than the Authorized Occupants Residing in the Rental Unit or on the residential property for more than 21 continuous days; and/or
  - h) the Tenant has failed to comply with a material term of this Rent-to-Own Agreement.
- 8.3 Upon receiving a Notice of Breach, the Tenant shall have 30 days to correct the breach.
- 8.4 If the breach is not resolved within 30 days of the date the Notice of Breach was delivered or if a Tenant received three (3) or more Notices of Breach within a 90-day period, the Housing Manager will provide a report on the tenancy to the Director of Infrastructure, along with a recommendation as to whether LNIB should correct the breach or if the Tenant should be evicted.
- 8.5 If the Director of Infrastructure agrees that LNIB should correct the breach, LNIB will provide the Tenant with a Written Notice, including an estimate of the costs for the work. The Tenant has 30 days from the date on the Written Notice to arrange with LNIB to pay for the work. If the Tenant fails to enter into a payment arrangement within 30 days, or fails to comply with the payment arrangement, the Tenant will be evicted without further notice.
- 8.6 If the Director of Infrastructure and the Housing Department agree to evict the Tenant, LNIB will serve on the Tenant a Notice of Termination of Tenancy and commence steps to evict the Tenant.



- 8.7 LNIB may also issue a **Notice of Termination of Tenancy** for:
- a) causing or allowing Illegal Activities in, at, or around the Rental Unit;
  - b) repeatedly causing or allowing a nuisance or public disturbance in, at, or around the Rental Unit;
  - c) abandoning the Rental Unit;
  - d) failure to pay rent on time, in certain circumstances;
- 8.8 non-compliance with an Arrears Repayment Agreement, in certain circumstances; and/or
- a) any other uncorrected breach of the Rent-to-Own Agreement and/or the Policy.
- 8.9 Upon receiving a Notice of Termination of Tenancy, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under section 15.3 of this Rent-to-Own Agreement.

## **9.0 SECURITY DEPOSIT**

- 9.1 Before moving into the Rental Unit, the Tenant will pay to LNIB an amount equivalent to one half (½) month's Rent to be held by LNIB against proper performance of the Tenant's covenants under this Rental Agreement (the "**Security Deposit**").
- 9.2 SA Tenants will be required to make arrangements with Housing Department on payment of their Security Deposit.
- 9.3 LNIB acknowledges receipt from the Tenant of \$\_\_\_\_\_ as the Security Deposit  
on \_\_\_\_\_, 20\_\_.

Initials:      LNIB      Tenant

- 9.4 The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
- a) the Tenant does not leave the Rental Unit in clean and re-rentable condition as required under section 15.3 (Vacating the Rental Unit) of this Rent-to-Own Agreement;
  - b) the Tenant has unpaid Rent or rental arrears; or



- c) the Tenant has left the Rental Unit with damage other than that caused by normal wear and tear.

9.5 LNIB is entitled to use the Security Deposit to:

- a) Pay for the repair of any damage to the Rental Unit other than that caused by normal wear and tear;
- b) Clean the Rental Unit to bring it to required standard for re-allocation;
- c) Cover any Arrears or unpaid Rent.

9.6 Any portion of the Security Deposit remaining after LNIB has used the Security Deposit in accordance with the preceding section shall be reimbursed to the Tenant.

## **10.0 FAILURE TO PAY RENT/RENTAL ARREARS**

10.1 The Tenant must pay the Rent on time. Rent will be considered in Arrears if the full amount is not paid by 4:00 pm on the day that it is due.

10.2 Rent is not late and in Arrears if LNIB (through the Housing Manager):

- a) has received a letter from the Tenant before the first day of the month detailing the extenuating circumstances for the late payment, and
- b) made a decision to accept late payment.

10.3 If the Tenant falls into arrears, the Tenant must immediately make an appointment with the Housing Department to pay the arrears or, if the Tenant is unable to pay the arrears, to negotiate an Arrears Repayment Agreement.

10.4 If the Tenant enters into an Arrears Repayment Agreement, the Tenant will be required to pay Rent in accordance with this Rent-to-Own Agreement **and in addition** to pay the arrears in accordance with the Arrears Repayment Agreement. If the Tenant fails to comply with all the terms of the Arrears Repayment Agreement, the Tenant will be evicted without further notice.

10.5 If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Repayment Agreement has been entered into, within the times set out below, LNIB will send the Tenant:

- a) a First Notice of Non-Payment **5 days** after the Rent was due; and
- b) a Final Notice of Non-Payment **10 days** after the Rent was due.





- 10.6 If the Tenant fails to pay the entire outstanding amount or to negotiate an Arrears Repayment Agreement within the times set out in the Final Notice of Non-Payment, LNIB will send the Tenant a Notice of Termination of Tenancy.
- 10.7 If the Tenant receives a Notice of Termination as set out in section 8, the Tenant must vacate the Rental Unit within the time specified in that notice and shall leave the Rental Unit in the condition required under section 13.3 of this Rent-to-Own Agreement.
- 10.8 If the Tenant fails to pay Rent on time more than three (3) times in one calendar year, LNIB may terminate the Rent-to-Own Agreement and evict the Tenant.

#### **11.0 USE OF RENTAL UNIT**

- 11.1 The Tenant shall reside in their Rental Unit for a minimum of nine (9) months out of the year to ensure that housing is being utilized to its fullest.
- 11.2 Subject to this Rent-to-Own Agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- 11.3 The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of LNIB.
- 11.4 The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of LNIB and in compliance with any applicable LNIB laws.
- 11.5 The Tenant shall not carry on, suffer, or permit to be carried on, in, at, or upon a Rental Unit anything which is noisy, noxious, illegal or offensive, or which constitutes a nuisance or annoyance to LNIB or any neighbour.
- 11.6 The Tenant shall not commit, suffer, or permit any willful or voluntary waste, spoil, or destruction in, at, or upon a Rental Unit.
- 11.7 The Tenant shall not keep, or suffer or permit any derelict or abandoned vehicles to be kept anywhere on the lot or driveways. All vehicles kept on the residential property must be insured, in running condition, and cannot be parked without use for more than six (6) months.
- 11.8 The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this Agreement.





- 11.9 The Tenant shall abide by the Fire Regulations as prescribed by the LNIB Fire Department and the Zoning Bylaw of the LNIB. Tenants may not construct or light open-flame fires (including but not limited to burning barrels and recreational fires such as bonfires, fire pits and/or camp fires) without prior written permission from the LNIB Fire Department. All open burning is banned either when the fire index is at the extreme level or if notified by LNIB
- 11.10 The Tenant shall abide by all LNIB by-laws, including NOS, that are currently in effect on the LNIB reserve lands.

## **12.0 PETS**

- 12.1 The Tenant shall comply with the LNIB Animal Control Bylaw #10 at all times.
- 12.2 Any term of this Rent-to-Own Agreement or the Animal Control By-law #10 or the Policy that prohibits or restricts the size of a pet, or that governs the Tenant's obligations regarding the keeping of a pet on the residential property, is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.
- 12.3 Tenants are only permitted to have pets in Rental Units with the prior written approval of LNIB granted in accordance with this Rent-to-Own Agreement and the Policy.
- 12.4 Section 12.3 does not apply to guide or service dogs kept subsequent to the rights and restrictions of the *Guide Dog and Service Dog Act*, however, Tenants may be asked to provide certification to LNIB per the *Guide Dog and Service Dog Act*.
- 12.5 A Tenant may apply to LNIB for permission to have pets in his/her Rental Unit by submitting a Pet Request Form.
- 12.6 LNIB has sole discretion to decide whether to approve an application for a pet.
- 12.7 The Tenant is solely responsible for any damage that is caused by his/her pet(s).
- 12.8 No pet is permitted in or around any multi-family dwelling, including 4-plexes or 8-plexes.
- 12.9 The Tenant shall:
- a) ensure that his/her pet(s) are fully vaccinated, including against rabies;



- b) ensure that his/her pet(s) do not run at large on LNIB Land, except where specified by Council;
- c) ensure that his/her pet(s) are sufficiently fed, watered, and cared for; and
- d) clean up after his/her pet(s).

### **13.0 TEMPORARY TENANCY**

- 13.1 In accordance with the Policy, under certain extenuating circumstances the Tenant may be permitted to temporarily transfer their right to occupy their Rental Unit to another LNIB Member.
- 13.2 Extenuating circumstances that will be considered include:
  - a) Health-related reasons (e.g. the Tenant requires hospitalization); and
  - b) Educational reasons (e.g. the Tenant is going away for school).
- 13.3 The Member being transferred the right to occupy the Rental Unit must be a Member of LNIB, meet all eligibility requirements set out in section 5.2 of the Policy and must enter into a Temporary Tenancy Agreement with LNIB, which will be managed by LNIB and not the original Tenant.
- 13.4 A Temporary Tenancy Agreement will not exceed one (1) year, but may be renewed with the consent of LNIB.
- 13.5 The Temporary Tenancy Agreement governs the terms and conditions of the temporary tenancy and sets out that the temporary Tenant will be responsible for paying Rent and utilities and maintaining the Rental Unit in good condition. In addition, the temporary Tenant will have all the responsibilities of a Tenant for the duration of the Temporary Tenancy and LNIB may enforce the terms of the Temporary Tenancy Agreement against the temporary Tenant as though the temporary Tenant were the Tenant.
- 13.6 The temporary Tenant must state, in writing, that he/she is aware of his/her responsibility for securing his/her own accommodations after the Temporary Tenancy Agreement expires. The temporary Tenant accepts the Rental Unit on an "as is" basis.
- 13.7 The Rental-to-Own between LNIB and the primary Tenant remains in effect for the duration of the Temporary Tenancy and the primary Tenant is ultimately responsible to ensure that all the obligations of the Rent-to-Own Agreement, including paying Rent and utilities, are met. This means that if the temporary Tenant breaches the terms of the Temporary Tenancy Agreement and LNIB is unable to recover Arrears, costs, damages or other



expenses from the temporary Tenant, the primary Tenant will be responsible.

- 13.8 If the temporary Tenant is evicted by LNIB as a result of breaching the Temporary Tenancy Agreement, the primary Tenant will be required to return to the Rental Unit or find a new temporary Tenant, and the primary Tenant will be responsible for Rent and utilities unless and until a new temporary Tenant enters into a Temporary Tenancy Agreement.
- 13.9 If a Tenant allows another Member or person to reside in a Rental Unit without approval of LNIB, the Tenant will be responsible for any damage to the Rental Unit and may be subject to eviction
- 13.10 To apply for Temporary Tenancy approval, the Tenant must complete and submit a Temporary Tenancy Application to the Housing Department. The Temporary Tenancy Application must include the reason for the request to temporarily transfer their right to occupy the Rental Unit.
- 13.11 Incomplete applications will not be considered.

#### **14.0 CONDITION INSPECTIONS**

- 14.1 LNIB and the Tenant shall jointly inspect the condition of the Rental Unit:
- a) Upon execution of this Rent-to-Own Agreement and prior to the Tenant moving into the Rental Unit;
  - b) at any time when the Tenant starts keeping a pet during the tenancy;
  - c) at the end of the tenancy;
  - d) at any other time as LNIB may reasonably require.
- 14.2 LNIB and the Tenant may agree on a different day for the condition inspection.
- 14.3 LNIB may enter and inspect the Rental Unit at any time and for any reason with 24-hour prior Written Notice to the Tenant.
- 14.4 LNIB may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
- a) there is a health and safety emergency or natural disaster and the entry is necessary to protect life or property;
  - b) the Tenant gives LNIB permission;
  - c) there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days; or



d) LNIB has a court order saying it may enter the Rental Unit.

## **15.0 VACATING THE RENTAL UNIT**

15.1 The Tenant shall deliver up vacant possession of the Rental Unit to LNIB on or before 1:00 p.m. of the day the tenancy and this Rent-to-Own Agreement are deemed to end (the "Termination Date"). Vacating a Rental Unit means that the Tenant has removed all persons and personal property from the Rental Unit and the premises, returned all keys to LNIB, and has left the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental.

15.2 The Tenant is responsible for all cost associated with moving out, such as moving and cleaning costs.

15.3 On or before the Termination Date, the Tenant shall leave the Rental Unit in a re-rentable condition. Re-rentable condition means:

- a) floors and carpets are vacuumed and washed;
- b) walls cleaned and washed;
- c) all light fixtures and light bulbs functioning and in place;
- d) refrigerator /freezer emptied of all food/contents, cleaned and defrosted;
- e) range cleaned of all grease and debris inside and out;
- f) all garbage removed from inside and around perimeter of the Rental Unit;
- g) washer and dryer/ cupboards/cabinets cleaned inside and out; and
- h) all debris cleaned out from under, behind, and around any appliances.

15.4 The Tenant shall be liable for any expense or loss incurred by LNIB due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

15.5 If a Tenant does not vacate a Rental Unit when required to do so under the terms of this Agreement, Written Notice, or the Policy, LNIB may obtain the assistance of the RCMP to remove the Tenant.

15.6 A Tenant who vacates a Rental Unit and leaves personal property behind must contact LNIB within five (5) consecutive days of vacating the Rental Unit, in order to enter the premises and remove the personal property. After five (5) consecutive days from the date the Rental Unit has been vacated, LNIB may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by LNIB in disposing of the personal property, and these costs will be a debt owing to and recoverable by LNIB.



## **16.0 INSURANCE AND INDEMNITY**

- 16.1 The Tenant is solely responsible for insuring his/ her own personal property at his/her own expense against loss from any and all causes. LNIB, including the LNIB Housing Department, shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- 16.2 The Tenant shall indemnify and save LNIB harmless from all liabilities, fines, suits and claims of any kind for which LNIB may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- 16.3 The Tenant shall not do, or omit to do, or suffer, or permit to be done or omitted to be done, anything which may render void or voidable, or which may conflict with the requirements of, any policy of insurance carried by LNIB.
- 16.4 The Tenant will immediately comply with any Written Notice from LNIB or any insurer requiring the performance of works or discontinuance of any use of a Rental Unit or its lot in order to avoid invalidation or cancellation of any insurance.
- 16.5 The Tenant shall be liable for all losses costs, or damages incurred by LNIB for any conduct that voids LNIB's insurance policy for the Rental Units.
- 16.6 The Tenant shall be responsible to pay the deductible on LNIB's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.
- 16.7 LNIB shall purchase and maintain property and fire insurance for the Rental Unit so long as LNIB retains ownership of the Rental Units.
- 16.8 LNIB is not responsible for maintaining property insurance for Rental Units after the Certificate of Possession and ownership of the Unit have been transferred to the Tenant.

Tenants Initials \_\_\_\_\_

## **17.0 MAINTENANCE**

- 17.1 LNIB obligations:
- a) LNIB shall perform and/or bear the cost of repairs that are deemed to be LNIB's responsibility under the terms of this Rent-to-Own Agreement and the Policy;



- b) LNIB 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 Unit, 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.
  - c) Subject to the preceding section and funding availability, LNIB is responsible for extending the life of all units by carrying out the maintenance and preventative repairs, known collectively as the “LNIB Repairs”, as outlined in Schedule “A” to this Rent-to-Own Agreement.
- 17.2 The Tenant shall submit a completed Repairs/Maintenance Request Form (Appendix “X”) LNIB of any LNIB Repairs that may be required and LNIB shall have a reasonable time to perform LNIB Repairs.
- 17.3 Prior to formally requesting that LNIB perform a repair or maintenance, the Tenant should confirm with LNIB that he/she is not responsible for performing the repair or maintenance.
- 17.4 The Tenant shall ensure that any area where LNIB is to perform LNIB Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of LNIB Repairs hazardous.
- 17.5 LNIB shall monitor the Rental Unit more frequently to prevent vandalism and other hazards, and to ensure appropriate preventative maintenance is done when a Tenant is away from a Rental Unit on an authorized extended absence.
- 17.6 Tenant responsibilities**
- 17.6.1 The Tenant is responsible for the general maintenance, cleaning, and minor repairs and replacements for the Rental Unit, as outlined in this Agreement, and which include those repairs outlined in Schedule “A”
- 17.6.2 The Tenant shall:
- a) attend a home maintenance workshop before moving into a Rental Unit, or as soon as possible thereafter;
  - b) not deface or mark the interior or exterior walls or floors of the Rental Unit; and
  - c) report any and all damage and/or maintenance issues to LNIB as soon as the issue is noticed.



- 17.6.3 The Tenant shall immediately report to LNIB any accident, break or defect in water pipes, heating or electrical systems in any part of the Rental Unit and its equipment.
- 17.6.4 Tenants shall inform LNIB when they become aware of any factors that may be contributing to or causing damage to the residence, or that may pose a health risk for others. Such factors may include flooding, mould, or illegal or prohibited activity at or near the residence.
- 17.6.5 The Tenant shall be solely responsible for all costs associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the intentional or negligent conduct of the Tenant, an Authorized Occupant or a guest, including failing to comply with a Notice of Breach.
- 17.6.6 If the damage is minor (less than \$1,000) and LNIB has to carry out the repair and/or replacement, the costs will be invoiced back to the Tenant as Additional Rent and any Additional Rent not paid in accordance with the payment schedule set on the invoice will constitute Arrears and be subject to the Arrears provisions of this Policy.
- 17.6.7 If the damage is major (\$1,000 or more), LNIB will provide the Tenant with Written Notice including an estimate of the costs for LNIB to carry out the repair and/or replacement. The Tenant will have 30 days from the date on the notice to arrange with LNIB to pay for the repair and/or replacement. Failure to enter into a payment arrangement within 30 days, or failure to comply with the payment arrangement, will result in eviction.
- 17.6.8 LNIB may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by Written Notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this Rent-to-Own Agreement.
- 17.6.9 If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, LNIB may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Rent-to-Own Agreement.
- 17.6.10 If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under section 17.6.8, LNIB may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this Rent-to-Own Agreement.





- 17.6.11 LNIB may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 7.0 (Rent) of this Rent-to-Own Agreement.
- 17.6.12 The Tenant must receive written permission from LNIB prior to making any additions, alterations, or fixed improvements to the Rental Unit. There is no compensation to the Tenant for this work. All related costs will be the responsibility of the Tenant. All fixed improvements shall become the property of LNIB at the termination of this Agreement, unless the Tenant is instructed by LNIB to remove same and restore finishes and/or landscaping with no compensation to the Tenant.
- 17.6.13 If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from LNIB, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to LNIB. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- 17.6.14 Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of LNIB upon the termination of this Rent-to-Own Agreement.

## **18.0 EMERGENCY REPAIRS**

- 18.1 **"Emergency Repairs"** are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit, and are limited to repairs to:
- a) major leaks in pipes or the roof;
  - b) damaged or blocked water or sewer pipes or plumbing fixtures;
  - c) the primary heating system;
  - d) the electrical system;
  - e) deficiencies to the integrity of the structure; and
  - f) any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.





- 18.2 LNIB shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- 18.3 If Emergency Repairs are required:
- a) the Tenant shall contact the designated contact person immediately and without delay;
  - b) the Tenant will make at least two (2) attempts to contact the designated contact person, and shall give LNIB a reasonable time to complete the Emergency Repairs;
  - c) if LNIB does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from LNIB upon presentation of a receipt; and
  - d) LNIB may take over completion of the Emergency Repairs from the Tenant at any time.

## **19.0 LOCKS**

- 19.1 LNIB shall not change locks or other means of access to the Rental Unit that is occupied by a Tenant without also providing the Tenant with new keys or other means of access to the Rental Unit.
- 19.2 The Tenant shall not change locks or other means of access to the Rental Unit.
- 19.3 Notwithstanding section 19.2 if a Tenant changes the locks or other means of access on a Rental Unit, the Tenant must provide LNIB with a new key or other means of access to the Rental Unit and will be solely responsible for any damages or costs incurred as a result of the unauthorized change.
- 19.4 If a Tenant of a Rental Unit wants the locks or other means of access changed, the Tenant may submit a Repairs/Maintenance Request Form to the LNIB. The LNIB will have sole discretion whether to approve the request and conduct the work.
- 19.5 If a key becomes lost or stolen, the Tenant shall inform LNIB as soon as possible that the key has been lost or stolen. The Tenant will be responsible for paying the replacement expense of twenty dollars (\$20.00) per key.
- 19.6 The Tenant shall return all keys to LNIB when the tenancy ends.



## **20.0 QUIET ENJOYMENT OF THE RENTAL UNIT**

20.1 For the duration of this Rent-to-Own Agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use and occupancy of the Rental Unit.

## **21.0 ABANDONEMENT**

21.1 The Rental Unit is deemed to be abandoned when

- a) the Tenant has been absent from the Rental Unit for 30 or more consecutive days without having provided Written Notice of the absence to LNIB, and/or without LNIB's prior written approval; and
- b) the Rent and/or utility payments for the Rental Unit are in Arrears for 30 days or more and the Tenant has not communicated with LNIB regarding the Arrears.

21.2 If the Rental Unit is abandoned, the Tenant is deemed to be evicted, and LNIB may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.

21.3 If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have five (5) consecutive days from the date the Rental Unit is deemed abandoned to obtain permission from LNIB to enter the Rental Unit and remove the personal property, after which LNIB may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by LNIB in disposing of the personal property.

21.4 If the Rental Unit is abandoned, the Tenant shall be liable to LNIB for:

- a) any costs LNIB incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit, to repair damage to the Rental Unit that occurred during the Tenant's absence, and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
- b) Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding Arrears.

21.5 LNIB may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in the preceding section and may claim for any deficiency outstanding, and recovery of these amounts shall constitute a debt owed to and recoverable by LNIB as a consequence of the breach of this Rent-to-Own Agreement by the Tenant.



## **22.0 PROVIDING A COPY OF THE RENT-TO-OWN AGREEMENT**

- 22.1 LNIB shall give the Tenant a copy of this signed Rent-to-Own Agreement and shall keep the original signed Rent-to-Own Agreement and one (1) copy on file at the Housing Department office.

## **23.0 RESOLUTION OF DISPUTES**

- 23.1 If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Rent-to-Own Agreement, the terms of this Rent-to-Own Agreement, or any other matter related to this Rent-to-Own Agreement, such dispute shall be resolved through the appeal process set out in Chapter 6 of the Policy.

## **24.0 NOTICE**

- 24.1 All notices under this Rent-to-Own Agreement are to be given in writing and shall be deemed to have been received by the other party:
- a) if by hand or courier, on the date of delivery;
  - b) if by mail or registered mail, that date five (5) business days after mailing; and
  - c) 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.
- 24.2 Notice to the Tenant may be given by:
- a) hand delivery to the Tenant;
  - b) ordinary or registered mail to the Tenant's residential address as provided in section 2 of this Rent-to-Own Agreement;
  - c) leaving a copy with an adult who apparently resides with the Tenant;
  - d) leaving a copy in a mail box or mail slot for the address at the Rental Unit;
  - e) attaching a copy to a door or other conspicuous place on the Rental Unit; or
  - f) transmitting a copy to a fax number or email address provided by the Tenant.



24.3 Notice to LNIB may be given by:

- a) hand delivery to LNIB's Housing Manager or the Housing Department Receptionist;
- b) ordinary or registered mail to LNIB's Housing Department;
- c) leaving a copy at LNIB's Housing Department in such place as may be designated by LNIB for such delivery;
- d) attaching a copy to the front door of LNIB's Housing Department; or
- e) transmitting a copy to LNIB's Housing Department's fax number or email address.

## **25.0 LIABILITY**

25.1 LNIB shall not, in any event whatsoever, be liable or responsible in any way for:

- a) 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 Unit;
- b) 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 Unit;
- c) 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 Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- e) any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by LNIB or any other person; or
- f) 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.



## **26.0 LEGAL**

- 26.1 Nothing in this Rent-to-Own Agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by LNIB to transfer legal possession of lands set apart for the use and benefit of the members of LNIB, in common.
- 26.2 Failure by LNIB to enforce any provision of this Rent-to-Own Agreement does not constitute a waiver of that provision and LNIB is not stopped from enforcing such provision at any time.

## **27.0 GENERAL**

- 27.1 Time is of the essence in this Rent-to-Own Agreement.
- 27.2 All payments to LNIB under this Rent-to-Own Agreement will be provided to \_\_\_\_\_ and will be made by cash, cheque, certified cheque, money order, bank draft, LNIB Payment Reduction, electronic transfer or pre-Authorized direct deposit.
- 27.3 Words in the singular include the plural form, unless the context otherwise requires.
- 27.4 This Rent-to-Own Agreement, the Schedules to this Rent-to-Own Agreement, and the Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Rent-to-Own Agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

## **28.0 ADDITIONAL TERMS**

- 28.1 The following are additional terms agreed to by LNIB and the Tenant (e.g. parking, smoking, etc.)
- a) The Tenant(s) agrees to abide by all additional terms and conditions as outlined in the LNIB Policy as attached.

\_\_\_\_ Tenant's Initials



- b) The Tenant(s) agrees to abide by the Animal Control By-law #10 as attached.

\_\_\_\_ Tenant's Initials

- c) The Tenant(s) agrees to notify LNIB of any firearms owned by the Tenant(s) and provide evidence of appropriate licensing.

\_\_\_\_ Tenant's Initials

- d) Any additional terms:

i. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
ii. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
iii. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
iv. _____	_____ Initials	_____ LNIB	_____ Tenant(s)
v. _____	_____ Initials	_____ LNIB	_____ Tenant(s)

## **29.0 ACCEPTANCE**

- 29.1 The Tenant acknowledges that he/ she has read this Rent-to-Own Agreement, the Schedules to this Rent-to-Own Agreement and the Policy, and that he or she understands and agrees with the provisions of this Rent-to-Own Agreement, its Schedules and the Policy, and that he/ she has



had the opportunity to seek independent legal advice with respect to this Rent-to-Own Agreement.

The parties have executed this Rent-to-Own Agreement on \_\_\_\_\_, 20\_\_\_\_\_.

By signing this Rent-to-Own Agreement, LNIB and the Tenant(s) are bound by its terms.

Signed by LOWER NICOLA INDIAN BAND at _____ in the Province of British Columbia	)	LNIB (Landlord)
this ____day of _____, 20____, in the presence of:	)	
_____	)	
Signature of Witness	)	_____
	)	Authorized Signatory of the LNIB
_____	)	
Name of witness	)	_____
	)	Printed Name
_____	)	
Address of witness	)	
_____	)	
Occupation of witness	)	
Signed by TENANT at _____ in the Province of British Columbia this _day of _____, 20____, in the presence of:	)	TENANT
_____	)	
Signature of Witness	)	_____
	)	Signatory of Tenant
_____	)	
Name of witness	)	_____
	)	Printed Name of Tenant
_____	)	
Address of witness	)	
_____	)	
Occupation of witness	)	



Signed by CO-TENANT at \_\_\_\_\_ in the  
Province of British Columbia this \_day of  
\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

) CO-TENANT

)

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\_\_\_\_\_  
Signatory of Co-Tenant

\_\_\_\_\_  
Printed Name of Co-Tenant





## Schedule "A"

### **MAINTENANCE AND REPAIR RESPONSIBILITIES OF LNIB & TENANT**

---

#### **1. INTRODUCTION**

This Schedule A is a more detailed description of the Parties' responsibilities for the maintenance and repair of the Rental Unit covered by the Rent-to-Own Agreement.

#### **2. LANDLORD RESPONSIBILITIES**

LNIB shall be responsible for the extending the life of all units by carrying out the maintenance and preventative repairs including:

- a) repair of damage caused by natural deterioration caused by rotting, etc.,
- b) repair of damage caused by natural disasters caused by flooding, etc.,
- c) repair of doors, windows, or household appliances deteriorated due to natural wear and tear,
- d) inspect and carry out general service of furnaces and other heating devices,
- e) inspect and carry out general service of hot water tanks including element replacement, and replacement of the complete tank unit where required,
- f) complete service of all plumbing, including replacement of fixtures where required,
- g) repair of electrical wiring and fixtures as required,
- h) repair and replacement of glass in windows and doors as necessary,
- i) repair and replacement of doors as necessary,
- j) repair of interior and exterior walls as necessary,
- k) repair of ceilings and floors as necessary,
- l) repair of eaves trough as necessary,
- m) repair of the roof as necessary,
- n) repair and replacement of appliances, as required, and
- o) any other maintenance deemed required for the health and safety of the Tenant and to extend the useful life of the unit.

(collectively, the "**LNIB Repairs**")

#### **3. TENANT RESPONSIBILITIES**

- p) The Tenant shall be solely responsible for the cost of all repairs and



- a) replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- b) In addition to any repairs or replacements required under the preceding section, repairs, maintenance, and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, including:
  - i) routine cleaning and vacuuming;
  - ii) window cleaning;
  - iii) monitoring and wiping up moisture;
  - iv) ensuring indoor air quality is maintained (vents kept clear);
  - v) cleaning, repairing, and maintaining appliances, the furnace, and other mechanical air filters;
  - vi) garbage removal (interior and exterior);
  - vii) yard clean up, weeding and maintenance (including old vehicle removal and keeping the septic tank and area free of debris, brush and weeds);
  - viii) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze);
  - ix) snow removal,
  - x) maintaining and repairing driveways and private roads;
  - xi) supplying and changing faucet washers;
  - xii) supplying and repairing loose screws on such things as cupboards and towel racks;
  - xiii) sink and toilet maintenance;
  - xiv) replacing light bulbs;
  - xv) keeping the fire extinguisher(s) and smoke detectors in good working order;
  - xvi) ensuring that baseboard heaters, stoves and other fire hazards are kept clear of clutter, garbage and flammable materials;
  - xvii) ensuring all entrances are kept clear of any obstructions for the safety of emergency services;
  - xviii) routine septic tank pump-outs; and
  - xix) disconnecting hoses from the outside hose bib in cold weather.

Initials: LNIB

Tenant

## Appendix "C"

# Rental Application

### APPLICANT INFORMATION

<b>Last Name:</b>	<b>First and Middle Name:</b>
<b>Mailing Address:</b>	<b>Phone number(s):</b>
<b>Email Address:</b>	<b>Indian Status/Membership Number (if applicable):</b>

### SPOUSE/ CO-APPLICANT INFORMATION (IF APPLICABLE)

<b>Last Name:</b>	<b>First and Middle Name:</b>
<b>Mailing Address:</b>	<b>Phone number(s):</b>
<b>Email Address:</b>	<b>Indian Status/Membership Number (if applicable):</b>

### OTHER PERSONS WHO WILL RESIDE IN THE RENTAL UNIT

Name/Relationship to Applicant	Member #	Birth Date



### **PREFERRED DATE OF OCCUPATION?**

---

On what date do you want to move in? \_\_\_\_\_

### **REFERENCES**

#### **Personal:**

1. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

#### **Previous Landlords:**

1. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

3. Name: \_\_\_\_\_  
Phone: \_\_\_\_\_

### **OTHER REQUIRED DOCUMENTATION AND INFORMATION**

---

Photocopy of proper identification

☐

Photocopy of Indian status card

☐

Criminal Record Check

☐

Letter explaining why you need a  
Rental Unit

☐

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Printed Name of Applicant

\_\_\_\_\_  
Printed Name of Co-Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Appendix "D"**

# **Temporary Tenancy Agreement**

**Between**

LOWER NICOLA INDIAN BAND (LNIB), 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 181 Nawishaskin Lane Merritt, BC V1K 0A7

(**"LNIB"**)

**AND:**

---

(the **"Tenant"**)

**AND:**

---

(the **"Temporary Tenant"**)

Being collectively the parties (the **"Parties"**) to this Temporary Tenancy Agreement.

**WHEREAS**

- A. LNIB and the Tenant entered into a Rent-to-Own Agreement whereby LNIB agreed to rent to the Tenant and the Tenant agreed to rent from the Landlord the premises described below and referred to in this Temporary Tenancy Agreement as the Rental Unit;
- B. The Rent-to-Own Agreement is valid and subsisting;
- C. The current monthly rent for the Rental Unit, is \$\_\_\_\_\_ (the **"Rent"**), and the Rent is due and payable on or before the first day of each month;
- D. The most recent notice of rent increase given to the Tenant provided for a rent increase effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ which notice the Tenant acknowledges receiving; and



- E. The Tenant has asked LNIB to consent to temporarily transfer his or right to occupy the Rental Unit to the Temporary Tenant for a period of \_\_\_\_\_ month(s), less one day, commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- F. The Temporary Tenant will enter into a Temporary Tenancy Agreement with LNIB.

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

### **1.0 APPLICATION OF THE LNIB RENTAL HOUSING POLICY**

- 1.1 LNIB administers its rental housing program pursuant to the LNIB Rental Housing Policy (the "Policy"), which applies to and forms part of this Temporary Tenancy Agreement. By signing this Temporary Tenancy Agreement the Tenant acknowledges that he or she has read the understood the Policy, this Temporary Tenancy Agreement and the Rent-to-Own Agreement and agrees to be bound by both the terms of Policy, as amended from time to time, this Temporary Tenancy Agreement and the Rent-to-Own Agreement. In the event of any inconsistency between this Rent-to-Own Agreement, the Temporary Tenancy Agreement, and the Policy, the Rent-to-Own Agreement shall prevail.

### **2.0 AGREEMENT TO TEMPORARILY RENT**

- 2.1 The Tenant grants to the Temporary Tenant a Temporary Tenancy of the Rental Unit, and LNIB consents to the granting of the Temporary Tenancy.

### **3.0 TEMPORARY TENANT INFORMATION**

<b>Last Name:</b>	<b>First and Middle Name:</b>
<b>Mailing Address:</b>	<b>Phone number(s):</b>
<b>Email Address:</b>	<b>Indian Status/Membership Number (if applicable):</b>



#### **4.0 RENTAL UNIT INFORMATION**

4.1 LNIB Holds the right of possession of the rental property known as:

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

The "**Rental Unit**"

#### **5.0 TERM AND TERMINATION OF TEMPORARY TENANCY**

5.1 The Temporary Tenancy shall be for a period of \_\_\_\_ months (not to exceed 12 months) and the Temporary Tenant's right to occupy the Rental Unit starts on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Temporary Tenancy Term").

5.2 All Parties shall comply with the renewal and termination requirements as set out in paragraph 7 of the Rental Agreement.

##### **5.3 Temporary Tenant responsibilities**

5.4 The Temporary Tenant covenants and agrees to be responsible to the Tenant for all of the terms, conditions and obligations of the Tenant under the Rent-to-Own Agreement during the term of this Temporary Tenancy Agreement, including without limitation:

- a) the payment of Rent, as defined in the Rental Agreement, and utilities; and
- b) maintenance of the Rental Unit in accordance with the maintenance provisions of the Rental Agreement; and
- c) liability for any damage to the Rental Unit during the term of the Sublease Agreement.

5.5 The Temporary Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all



causes. Neither the Tenant nor LNIB, shall in any event be responsible for the loss, destruction, theft of, or damages to, such property.

- 5.6 The Temporary Tenant acknowledges his/her responsibility for securing alternative accommodations upon the expiry of the Temporary Tenancy Agreement.

## **6.0 AUTHORIZED OCCUPANTS**

- 6.1 The Parties agree that during the term of the Temporary Tenancy Agreement only the following persons are authorized to occupy the Rental Unit in addition to the Temporary Tenant:

<b>Name</b>	<b>Member #</b>	<b>Birth Date</b>	<b>Sex</b>

(collectively, the "**Authorized Occupants**")

- 6.2 The Rental Unit shall not have more than \_\_\_\_\_ Authorized Occupants.
- 6.3 LNIB shall not unreasonably prevent the Tenant from having guests in the Rental Unit.

## **7.0 ADDITIONAL TERMS**

- 7.1 The following are additional terms agreed to by LNIB and the Tenant (e.g. parking, smoking, etc.)
- a) The Tenant and Temporary Tenant acknowledge that they have read this Temporary Tenancy Agreement and that they understand and agree with the provisions of this Temporary Tenancy Agreement, and that they have had the opportunity to seek independent legal advice with respect to this Temporary Tenancy Agreement;





- b) The Tenant and Temporary Tenant agrees to abide by all additional terms and conditions as outlined in the Policy as attached.

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Temporary Tenant's Initials

- c) The Tenant and Temporary Tenant agrees to abide by the Animal Control By-law #10 as attached

\_\_\_\_\_ Tenant's Initials

\_\_\_\_\_ Temporary Tenant's Initials

- d) Any additional terms:

i. _____	_____	_____
	<i>Initials</i> LNIB	Tenant(s)
ii. _____	_____	_____
	<i>Initials</i> LNIB	Tenant(s)
iii. _____	_____	_____
	<i>Initials</i> LNIB	Tenant(s)
iv. _____	_____	_____
	<i>Initials</i> LNIB	Tenant(s)
v. _____	_____	_____
	<i>Initials</i> LNIB	Tenant(s)

## **8.0 INSURANCE AND INDEMNITY**

- 8.1 The Temporary Tenant is solely responsible for insuring his/ her own personal property at his/her own expense against loss from any and all causes. LNIB, including the LNIB Housing Department, shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.

## **9.0 LEGAL**

- 9.1 Nothing in this Temporary Tenancy Agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed as evidence of an intention by LNIB to transfer legal possession of lands set apart for the use and benefit of the members of LNIB, in common.



- 9.2 Nothing in this Temporary Tenancy Agreement gives the Temporary Tenant any rights to temporarily rent the Temporary Tenancy Agreement further.
- 9.3 Failure by LNIB to enforce any provision of this Temporary Tenancy Agreement does not constitute a waiver of that provision and LNIB is not stopped from enforcing such provision at any time.
- 9.4 This Temporary Tenancy Agreement is made in accordance with and subject to the provisions of the Rent-to-Own Agreement and the Policy relating to Temporary Tenancy.
- 9.5 Everything contained in this Temporary Tenancy Agreement shall extend to and be binding on the respective heirs, executors, administrators, successors and permitted assigns of each Party to the Temporary Tenancy Agreement. The provisions of this Temporary Tenancy Agreement shall be read with all grammatical and gender changes necessary, and any reference to the singular Tenant and Temporary Tenant shall be deemed to include all Tenants and Temporary Tenants to the Rent-to-Own Agreement and this Temporary Tenant Agreement, respectively. All covenants of the Tenant and Temporary Tenant shall be joint and several obligations.

## **10.0 GENERAL**

- 10.1 Time is of the essence in this Temporary Tenancy Agreement.
- 10.2 All payments to LNIB under this Temporary Tenancy Agreement will be provided to \_\_\_\_\_ and will be made by cash, cheque, certified cheque, bank draft, money order, electronic transfer, pre-Authorized direct deposit, or salary deduction.
- 10.3 Words in the singular include the plural form, unless the context otherwise requires.
- 10.4 This Temporary Tenancy Agreement, the Schedules to this Temporary Tenancy Agreement, and the Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this Rental Agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.



## 11.0 ACCEPTANCE

11.1 The Tenant and Temporary Tenant acknowledge that they have read this Tenancy Agreement, the Rent-to-Own Agreement, the Schedules to the Rent-to-Own Agreement and the Policy, and that he or she understands and agrees with the provisions of this Tenancy Agreement, the Rent-to-Own Agreement, the Schedules to the Rent-to-Own Agreement and the Policy, and that he/ she has had the opportunity to seek independent legal advice with respect to this Tenancy Agreement, the Rent-to-Own Agreement, the Schedules to the Rent-to-Own Agreement and the Policy.

The Parties have executed this Tenancy Agreement on \_\_\_\_\_, 20\_\_\_\_.

By signing this Tenancy Agreement, LNIB and the Tenant(s) and Temporary Tenant(s) are bound by its terms.

Signed by LOWER NICOLA INDIAN BAND at _____ in the Province of British Columbia this _____ day of _____, 20____, in the presence of:	)	LNIB (Landlord)
_____	)	
Signature of Witness	)	Authorized Signatory of the LNIB
_____	)	
Name of witness	)	_____
_____	)	Printed Name
Address of witness	)	
_____	)	
Occupation of witness	)	
Signed by TENANT at _____ in the Province of British Columbia this _____ day of _____, 20____, in the presence of:	)	TENANT
_____	)	
Signature of Witness	)	_____
_____	)	Signatory of Tenant
Name of witness	)	_____
_____	)	Printed Name of Tenant
Address of witness	)	
_____	)	
Occupation of witness	)	



Signed by TEMPORARY TENANT at \_\_\_\_\_ in the  
Province of British Columbia this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, in the presence of:

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

) TEMPORARY TENANT

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\_\_\_\_\_  
Signatory of Temporary Tenant

\_\_\_\_\_  
Printed Name of Temporary Tenant



**Appendix "E"**

# **Application Review Form**

NAME OF  
APPLICANT: \_\_\_\_\_

DATE APPLICATION RECEIVED: \_\_\_\_\_

ORIGINAL APPLICATION Y / N UPDATED APPLICATION #: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

REVIEW  
DATE: \_\_\_\_\_

	DECISION	ACTION
YES	<b>The application is complete and the Applicant meets all eligibility requirements</b>	Housing Department to review in accordance with Section 5.3.2 of the LNIB Rental Housing Policy.
<b>OR</b>		
NO	<b>Applicant is not eligible because (select all that apply):</b>  <input type="checkbox"/> Applicant is not in Good Financial Standing with the Band;  <input type="checkbox"/> Applicant has Arrears or outstanding historical* debt owing to LNIB;  <input type="checkbox"/> Applicant is not 18 years of age;  <input type="checkbox"/> Applicant has been evicted from LNIB rental housing, or otherwise has a history of failure to comply with a Tenancy Agreement within five (5) years	1. Return application to Applicant with explanation for decision.  2. If appropriate, provide assistance with correcting deficiencies in the application and direct Applicant to re-submit the application.



**Appendix "E"**

## **Application Review Form**

	<p>immediately preceding the date of his/her application for rental housing;</p> <p><input type="checkbox"/> Applicant has a criminal record, and has not received approval from the Housing Department in accordance with sections 5.2.3 of the Housing Policy;</p> <p><input type="checkbox"/> Applicant cannot provide confirmation of their ability to have necessary utilities transferred into their name;</p> <p><input type="checkbox"/> Application has been on the Waitlist for more than 12 months and has not been updated; or</p> <p><input type="checkbox"/> Application is incomplete because:</p>	
--	---	--



**Appendix "F"**

# **Rental Housing Scoring Guide**

**CONFIDENTIAL**

## **APPLICANT AND CO APPLICANT INFORMATION**

Applicant Last Name:	Applicant First and Middle Name:
Co-Applicant Last Name:	Co- Applicant First and Middle Name:

RENTAL HOUSING: ALLOCATION SCORING GUIDE AND RATIONALE		
Rating Criteria	Policy Rationale	Points Allocation
Need	Higher need for housing, based on considerations such as risk for homelessness, emergency need because of displacement from previous home due to fire or natural disaster, need based on vulnerable status (Elder, victim of domestic violence, etc.) Higher need indicates that it is a more timely concern to house the applicant; a higher score will be given based on exhibited need.	[insert points allocation]
Source, level, and stability of income	LNIB guards the interests of the community and the Band, as well as the overall ability to provide, facilitate, and maintain housing, by relying on adherence to Rent payment requirements by Tenants. If an applicant has a stable source of income at a level	[insert points allocation]



	sufficient to meet the Rent payments requirements, this will indicate the highest points level.	
<i>Number of times applicant has applied</i>	LNIB endeavours to provide housing to those who have been waiting longest if it is able to accommodate this. This would indicate the applicant's need and the time that the applicant has been waiting for housing. This factor would lead to a higher score.	<i>[insert points allocation]</i>
<i>Whether applicant is a Tenant under an existing Tenancy Agreement</i>	<i>[insert policy rationale]</i>	<i>[insert points allocation]</i>
<i>Quality of references</i>	Good references will lead to a higher score. References that indicate potential issues or areas of concern to LNIB in accepting the applicant will receive a lower score. No references or poor references will receive the lowest score.	<i>[insert points allocation]</i>
<i>Credit history</i>	LNIB guards the interests of the community and the Band, as well as the overall ability to provide, facilitate, and maintain housing, by relying on adherence to Rent payment requirements by Tenants. A good credit history is one way for LNIB to foresee an applicant's financial health. This will indicate scoring at the highest points level. A poor credit history will lead to a low score. LNIB would welcome an applicant's explanation for any anomalies in their credit history that can be	<i>[insert points allocation]</i>





	explained and could potentially affect their eligibility.	
<i>Past rental history with LNIB</i>	<p>A positive record of rental history with LNIB is one way to foresee that an applicant will continue to be a positive Tenant. This will indicate scoring at the highest points level. A poor past rental history with LNIB will lead to a low score.</p> <p>However, if an applicant has <i>no</i> past rental history with LNIB, this will not be held against them and the total possible points will be decreased by <u>      </u>.</p>	
<i>Past financial history with LNIB</i>	<p>LNIB guards the interests of the community and the Band, as well as the overall ability to provide, facilitate, and maintain housing, by relying on adherence to Rent payment requirements by Tenants. A good financial history with LNIB is one way to foresee an applicant's continued financial health. This will indicate scoring at the highest points level. A poor financial history with LNIB will lead to a low score.</p> <p>However, if an applicant has <i>no</i> past financial history with LNIB, this will not be held against them and the total possible points will be decreased by <u>      </u>.</p>	
<i>Current verification of being in Good Financial Standing with LNIB</i>	This is a <u>requirement</u> for consideration for housing by LNIB. An application will not be processed or included for consideration without this element being met.	<b>NO POINTS ALLOCATED, BUT MUST BE MET AS A CONDITION</b>



<i>Can have necessary utilities transferred to applicant's name</i>	This is a <u>requirement</u> for consideration for housing by LNIB. An application will not be processed or included for consideration without this element being met.	<b>NO POINTS ALLOCATED, BUT MUST BE MET AS A CONDITION</b>
<i>Household Composition and compliance with NOS</i>	For Tenant and community safety, as well as insurance reasons, LNIB needs to ensure that Units match the Household Composition entering them. There must be sufficient space for Tenants to live in the Unit. This is assessed contextually; and thus, no points are allocated, but it may affect allocation of an applicant, as a function of what Unit/s is/are available.	<b>NO POINTS ALLOCATED, BUT MAY AFFECT IF A HOUSE IS SUITABLE FOR APPLICANT</b>
<i>Special considerations</i>	Special considerations may include the Unit's suitability for an applicant's disability, whether it can accommodate or be made to accommodate an applicant's disability. Other relevant considerations, such as conditions of housing proximity to vulnerable populations, may also be considered if a parole condition of an applicant with a criminal record who has otherwise been approved.	<b>NO POINTS ALLOCATED, BUT MAY AFFECT IF A HOUSE IS SUITABLE FOR APPLICANT</b>
<b>Total Possible Points:</b>		<b>[insert total possible points]</b>



**Appendix "G"**

# **Temporary Tenancy Application**

## **1.0 TENANT INFORMATION**

Last Name:	First and Middle Name:
Email Address:	Telephone no.:

## **2.0 RENTAL UNIT INFORMATION**

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

The **"Rental Unit"**

## **3.0 PROPOSED TEMPORARY TENANT INFORMATION**

Last Name:	First and Middle Name:
Mailing Address:	Phone number(s):
Email Address:	Indian Status/Membership Number:



#### **4.0 TERM OF TEMPORARY TENANCY**

- 4.1 The Temporary Tenancy shall be for a period of \_\_\_\_ months (not to exceed 12 months) and the Temporary Tenant's right to occupy the Rental Unit starts on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Temporary Tenancy Term").

#### **5.0 ELIGIBILITY OF TEMPORARY TENANT**

- 5.1 A Temporary Tenant must meet the eligibility requirements in the Rental Housing Policy, including:
- a) being in Good Financial Standing with LNIB;
  - b) having no Arrears or outstanding historical debt owing to LNIB;
  - c) being at least 18 years of age;
  - d) cannot have been evicted from any LNIB rental housing, or otherwise have a history of failure to comply with a Tenancy Agreement within five (5) years immediately preceding the date of his/her application for rental housing;
  - e) not having a criminal record; and
  - f) must be a Member of LNIB.

☐

**Confirmation by Tenant that the Temporary Tenant meets all of the above eligibility requirement.**

#### **6.0 REASON FOR APPLYING FOR A TEMPORARY TENANT**

*Please use this space to explain why you are seeking to transfer your right to occupy the Rental Unit to the Temporary Tenant:*

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Signed by TENANT at \_\_\_\_\_ in the Province of British Columbia this \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_,

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Name of Tenant

\_\_\_\_\_  
Address of Tenant



## Appendix "H" LNIB Flat Rental Rate

### Minimum Rental Rates (Approved by Council Motion)

#### Multi-Family Units                      4-Plex and 8-Plex

1 Bedroom.....\$ 350.00

2 Bedrooms .....425.00

#### Duplex without Basement

1 Bedroom.....\$ 350.00

#### Duplex with Basement

2 Bedrooms .....\$ 450.00

3 Bedrooms .....500.00

#### Single Family Unit with Basement

2 Bedrooms .....\$ 500.00

3 Bedrooms .....550.00

4 Bedrooms .....600.00

#### Single Family Unit without Basement

2 Bedrooms .....\$ 450.00

3 Bedrooms .....500.00

4 Bedrooms .....550.00

**APPENDIX "I"**  
**NOTICE OF RENT INCREASE**

This form is used by LNIB to notify a Tenant of a Rent increase. In accordance with the Tenancy Agreement and the LNIB Rental Housing Policy, LNIB may increase rental rates and must give the Tenant three (3) months' written notice of any Rent increase.

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(PLEASE PRINT CLEARLY AND LEGIBLY)

**A. TO THE TENANT(S):**

Full Name:	Home Phone:	Business Phone:
Full Name:	Home Phone:	Business Phone:
Mailing Address: (suite, number, street, city, province, postal code)		
Rental Unit Address: (If different from above)		
Email Address:		

**B. FROM THE LOWER NICOLA INDIAN BAND (LNIB),** 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 181 Nawishaskin Lane, Merritt, BC V1K 0A7

**C. NOTICE OF RENT INCREASE:**

1. Date of Last Rent Increase: (LNIB to complete (a) or (b))

a) The date of your last rent increase was:

Date: (mmm/dd/yyyy)

b) If there has been no previous rent increase during your tenancy, the date your existing rent was established was:

Date: (mmm/dd/yyyy)

2. Amount of Rent Increase:

The current rent is:	<div style="border: 1px solid black; width: 100px; height: 40px; display: flex; align-items: center; justify-content: center;">\$</div>	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other _____
The rent increase is:	<div style="border: 1px solid black; width: 100px; height: 40px; display: flex; align-items: center; justify-content: center;">\$</div>	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other _____
<b>Your new rent will be:</b>	<div style="border: 1px solid black; width: 100px; height: 40px; display: flex; align-items: center; justify-content: center;">\$</div>	<input type="checkbox"/> Weekly	<input type="checkbox"/> Monthly	<input type="checkbox"/> Other _____

**Your new rent is payable starting**

Date: (mmm/dd/yyyy)

**D. LNIB's SIGNATURE: The foregoing information provided is true and correct**

LNIB (Landlord)

\_\_\_\_\_  
Authorized Signatory of the LNIB

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date





**APPENDIX "J"**

**CONSENT TO PAYMENT REDUCTION FORM**

I, \_\_\_\_\_, HEREBY CONSENT to the LNIB Finance Department deducting \$ \_\_\_\_\_ from each of my (*circle applicable choice*: bi-weekly / bi-monthly / weekly / monthly) payments for the period from \_\_\_\_\_ to \_\_\_\_\_, and to pay the deducted amounts toward  
*[check only one]:*

- ☐ Rent Account Code \_\_\_\_\_
- ☐ Arrears Account Code \_\_\_\_\_
- ☐ Services *[specify]*: \_\_\_\_\_
- ☐ Other *[specify]*: \_\_\_\_\_
- \_\_\_\_\_

Tenant

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix "K"**

# **Arrears Repayment Agreement**

**Between**

LOWER NICOLA INDIAN BAND (LNIB), 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 181 Nawishaskin Lane, Merritt, BC V1K 0A7, and as represented by the LNIB Housing Department

**("LNIB")**

**AND:**

\_\_\_\_\_

**(the "Tenant")**

Being collectively the parties (the **"Parties"**) to this Rental Agreement.

**Whereas**

- A.** The Tenant acknowledges, understands, and agrees that they, the Tenant have Arrears outstanding to LNIB.
- B.** The Tenant acknowledges, understands, and agrees that outstanding Arrears are not tolerated and are cause for eviction.
- C.** The Tenant acknowledges, understands, and agrees that they are entering into this Housing Arrears Repayment Agreement in order to address the Tenant's outstanding Arrears.

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

**1.0 Arrears Total**

- 1.1 The outstanding housing rent arrears as of \_\_\_\_\_ [date] is a total of \$\_\_\_\_\_.



## **2.0 Tenant's Income Status**

2.1 The Tenant's Income Status is currently:

Social Assistance ☐

Employed ☐

EI ☐

Pension ☐

Other \_\_\_\_\_ (specify).

Total monthly income \$ \_\_\_\_\_

## **3.0 Repayment Options**

3.1 The Tenant may choose one or more of the following three repayment options:

a) **Monthly Payment Against the Outstanding Arrears Balance**

*The Tenant agrees to pay to the LNIB Housing Department an arrears payment in the amount of \$ \_\_\_\_\_ per month in addition to the monthly rent of \$ \_\_\_\_\_ per month with the minimum payment towards arrears being \$50.00 per month.*

*Tenant Initials \_\_\_\_\_ Housing Department Initials \_\_\_\_\_*

b) **Lump Sum Payments**

*The Tenant agrees to pay to the LNIB Housing Department an arrears lump sum payment in the amount of \$ \_\_\_\_\_.*

*Tenant Initials \_\_\_\_\_ Housing Department Initials \_\_\_\_\_*

c) **Extended Rental Repayment Period**

The Tenant agrees to continue to pay the LNIB Housing Department rent on the Unit after the Option to Own is available until the Tenant's arrears are paid in full. This rent will be applied as follows:

A. 50% of the rent will be applied directly to the arrears.

B. 50% of the rent will be used for operational expenses including but not limited to insurance, repairs, replacement reserve and administration.

*Tenant Initials \_\_\_\_\_ Housing Department Initials \_\_\_\_\_*



#### **4.0 Consent to Payment Reduction**

- 4.1 If the Tenant is an employee, contractor doing work for LNIB, Councillor or any other person who is on the LNIB payroll, the Tenant may complete a **Consent to Payment Reduction** (Appendix "J") to have his/her Arrears deducted from his/her payment.

Consent to Payment Reduction attached \_\_\_\_\_

#### **5.0 Arrears Payment Due Date**

- 5.1 Housing arrears payments will be made on the \_\_\_\_\_ day of each month at the Band Office.

*Tenant Initials* \_\_\_\_\_

*Housing Department Initials* \_\_\_\_\_

#### **6.0 Account Statements**

- 6.1 Arrears account statements will be issued monthly.

#### **7.0 Failure to Make Arrears Payment**

- 7.1 Failure to make any rent or arrears payment as set out in this Agreement within 10 (ten) days of the due date of the rent or arrears payment will result in immediate eviction.

*Tenant Initials* \_\_\_\_\_

*Housing Department Initials* \_\_\_\_\_

#### **8.0 Acceptance**

The Tenant has reviewed this Arrears Repayment Agreement in full and acknowledges, understands and agrees to all terms and conditions as set out in this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ B.C.

Tenant Name: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_



Housing Department Name: \_\_\_\_\_

Housing Department Signature: \_\_\_\_\_

Executive Director Name: \_\_\_\_\_

Executive Director Signature: \_\_\_\_\_

**Tenant Refusal To Enter Into An Arrears Repayment Agreement**

The Tenant has been offered the Arrears Repayment Agreement and has refused to repay outstanding rent under the terms and conditions set out above. By this refusal, the Tenant is in default of their Tenancy Agreement and subject to immediate eviction.

Housing Department Name: \_\_\_\_\_

Housing Department Signature: \_\_\_\_\_

Date: \_\_\_\_\_



APPENDIX "L"

## 1ST NOTICE OF NON-PAYMENT OF RENT

# URGENT NOTICE

DATE: \_\_\_\_\_

DELIVERED

BY: \_\_\_\_\_

TO: \_\_\_\_\_

THE TENANT

AT: \_\_\_\_\_

Our records indicate that the LNIB Housing Department **has not** received your Rent payment that was due on \_\_\_\_\_, nor have you contacted the Housing Manager to discuss the overdue payment. Your obligation to pay Rent is a condition of your continued occupancy of the Rental Unit. Failure to pay your Rent on time is a breach of your Tenancy Agreement and could result in termination of your tenancy and eviction from the unit.

This is the **First Notice of Non-Payment** in respect of this missed payment.

**You must pay \$\_\_\_\_\_, or negotiate a payment schedule as part of an Arrears Recovery Agreement by \_\_\_\_\_, or we will issue a Final Notice of Non-Payment** as per your Tenancy Agreement and the LNIB Rental Housing Policy.

If you have already paid this amount, thank you and disregard this notice. Please ensure that your payment receipt is available should the Housing Department require confirmation.

Please contact \_\_\_\_\_, Housing Manager at \_\_\_\_\_ with any concerns regarding this Notice or to negotiate a payment schedule as part of an Arrears Recovery Agreement.

Sincerely,

\_\_\_\_\_  
Housing Manager  
Copy: Tenant file



APPENDIX "M"

## FINAL NOTICE OF NON-PAYMENT OF RENT

# URGENT NOTICE

**DATE:** \_\_\_\_\_ **DELIVERED BY:** \_\_\_\_\_ **At (Time):** \_\_\_\_\_

**TO:** \_\_\_\_\_, **THE TENANT AT:** \_\_\_\_\_

We sent you a First Notice of Non-Payment on \_\_\_\_\_ in respect of your Rent that was due on \_\_\_\_\_. The obligation to pay Rent is a condition of your continued occupancy of the Rental Unit. This is your ***Final Notice of Non-Payment of Rent***.

The Housing Department **has not** received any payment and you have not contacted the Housing Manager to negotiate an Arrears Recovery Agreement. Your recent payment history and arrears amounts are as follows:

DATE OF LAST PAYMENT	PAYMENT AMOUNT RECEIVED
DATES OF OUTSTANDING PAYMENTS	CURRENT PAYMENT AMOUNT REQUIRED

**You must pay the full outstanding amount of \$\_\_\_\_\_ , or negotiate a payment schedule as part of an Arrears Recovery Agreement by \_\_\_\_\_ [specify date and time].**

Housing is an essential component of LNIB's long term security and well-being. The Housing Department is tasked with preserving the value of LNIB's investment in housing and our community, including ensuring timely rent collection to safeguard the long-term sustainability of our housing programs and services



**If we do not receive full payment of the outstanding amount, or if you do not negotiate a payment schedule as part of an Arrears Recovery Agreement by the date and time indicated above, LNIB will terminate your tenancy in accordance with the LNIB Rental Housing Policy and the terms of your Tenancy Agreement.**

Further, be advised that the outstanding Rent will remain a debt owing and payable to LNIB until you remit the full amount to us. Therefore, in addition to terminating your tenancy, LNIB may take legal action against you to recover this debt.

If you have already paid this amount, thank you and disregard this notice. Please ensure that your payment receipt is available should the Housing Department require confirmation.

Please contact \_\_\_\_\_, Housing Manager at \_\_\_\_\_ with any concerns regarding this Notice or to negotiate a payment schedule as part of an Arrears Recovery Agreement.

Sincerely,

\_\_\_\_\_  
Housing Manager  
Copy: Tenant file





**APPENDIX "N"**

**NOTICE OF TERMINATION OF TENANCY**

**EVICTIION NOTICE**

**DATE:** \_\_\_\_\_ **DELIVERED BY:** \_\_\_\_\_ **At (Time):** \_\_\_\_\_

**TO (TENANT NAME):** \_\_\_\_\_,  
**THE TENANT AT (RENTAL UNIT ADDRESS):** \_\_\_\_\_

☐ We delivered to you a **Final Notice of Non-Payment of Rent** on \_\_\_\_\_  
advising you to pay your outstanding Rent of \$ \_\_\_\_\_, or to negotiate a  
payment schedule as part of an Arrears Agreement, by  
\_\_\_\_\_ [date/time].

You have neglected, failed or refused to pay your outstanding Rent, or to  
enter into an Arrears Recovery Agreement, within the time specified. As such,  
you are in breach of your Tenancy Agreement and the LNIB Housing Policy  
and this is a formal **Notice of Termination of Tenancy**.

**OR**

☐ You have beached the Tenancy Agreement and the LNIB Housing Policy by  
\_\_\_\_\_ (describe cause of  
eviction) and have failed to correct the breach within the time specified. As  
such, this is a formal **Notice of Termination of Tenancy**.

**You are hereby required to vacate the Rental Unit by \_\_\_\_\_ (the  
"Termination Date").**

You must remove all your personal belongings from the Rental Unit, return all keys  
or other entry devices to the LNIB Housing Department offices, and leave the Rental  
Unit clean, undamaged and in re-rentable condition on or before the Termination  
Date. You are responsible for any costs incurred by LNIB to clean or repair the Rental

Unit if it is not left in re-rentable condition (as defined in the LNIB Housing Policy). LNIB takes no responsibility for any personal property that you leave in the Rental Unit and it will be dealt with in accordance with the Housing Policy.

LNIB Housing Department will be changing the locks on the doors at \_\_\_\_\_(address) on \_\_\_\_\_ (date).

Please be advised be advised that the outstanding Rent, and any costs incurred by LNIB to clean or repair the Rental Unit if you fail to leave it in re-rentable condition, will remain a debt owing and payable to LNIB until you remit the full amount to us. Therefore, in addition to terminating your tenancy, LNIB may take legal action against you to recover this debt.

If you have any questions and/or concerns regarding this Notice, please contact our offices at [phone number]; [name of official].

Respectfully,

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[name]

LNIB Housing Manager

Copy: LNIB Director of Infrastructure  
Tenant File

APPENDIX "O"  
**NOTICE OF BREACH**

**URGENT NOTICE**

**DATE:** \_\_\_\_\_ **DELIVERED BY:** \_\_\_\_\_ **At (Time):** \_\_\_\_\_

**TO:** \_\_\_\_\_, **THE TENANT AT:** \_\_\_\_\_

This is a formal **Notice of Breach** to inform you of the following breach of your Tenancy Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Your obligation to abide by the terms of the Tenancy Agreement and LNIB Rental Housing Policy is a condition of your continued occupancy of the Rental Unit.

The LNIB Housing Department has deemed this breach sufficient to warrant eviction.

You must correct the breach within 30 days of \_\_\_\_\_ or the LNIB Director of Infrastructure will:

- a) If the damage is minor (less than \$1,000), require the Housing Department to correct the breach and invoice the cost to you as Additional Rent with a payment schedule. Additional Rent is subject to the arrears provisions of the Rental Housing Policy;
- b) If the damage is major (\$1,000 or more), require the Housing Department to provide you with a Written Notice that includes an estimate of the cost of the work. You will have 30 days from the date on the Written Notice to arrange to pay for the work. If you fail to enter into a payment agreement with the Housing Department within 30 days or fail to comply with the payment agreement, you will be evicted; or



- c) Issue a Notice of Termination of Tenancy as per the LNIB Rental Housing Policy and proceed with eviction.

This is your \_\_\_\_\_ Notice of Breach within the past 90 days. If you receive three (3) or more Notices of Breach within a 90-day period, the Director of Infrastructure will proceed with steps (a), (b), or (c) above.

If you have already corrected the breach, thank you and disregard this notice. Please ensure evidence of this correction is available should the Housing Department require confirmation.

Please contact \_\_\_\_\_, Housing Manager at \_\_\_\_\_ with any concerns regarding this Notice.

Sincerely,

\_\_\_\_\_  
Housing Manager  
Copy: Tenant file



**APPENDIX "P"**  
**PET REQUEST FORM**

**TENANT INFORMATION**

Last Name:	First and Middle Name:
Email Address:	Telephone no.:

**RENTAL UNIT INFORMATION**

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

**PET INFORMATION**

1. TYPE OF PET, including breed, if known:	
2. Age of Pet	
3. Size of Pet	
4. Describe how Pet will be cared for when you are away from the Rental Unit	



**OTHER REQUIRED DOCUMENTATION, REQUIRED BEFORE THE REQUEST CAN BE PROCESSED**

<input type="checkbox"/>	References for the pet from a previous landlord, and/or from a veterinarian
<input type="checkbox"/>	Evidence that the pet has been vaccinated and regularly treated for fleas and worms
<input type="checkbox"/>	Evidence that the pet has been spayed or neutered
<input type="checkbox"/>	For dogs, evidence that the dog has been licensed in compliance with the LNIB Dog Control Bylaw

**In submitting this request, you understand that for health and safety reasons, there will be no exceptions to the following:**

- There will be no pets allowed in or around any multi-family dwelling, including 4-plexes or 8-plexes;
- pets must be fully vaccinated (including against rabies);
- pets are not permitted to run at large on LNIB Land, except where specified by Council;
- pets must be sufficiently fed, watered and cared for; and
- pet owners must clean up after their pets.

\_\_\_\_\_  
Signature of Tenant

\_\_\_\_\_  
Printed Name of Tenant

\_\_\_\_\_  
Date



## Appendix "Q" Pet Policy Addendum

1. LNIB agrees that the Tenant, \_\_\_\_\_, may keep the following pets at the Rental Unit located at \_\_\_\_\_:

Pet Name	Breed	Colour	M/F	Age	Neutered/Spayed?

2. The Tenant shall not keep any pet(s) at the Rental Unit except as specified in paragraph 1 of this Pet Addendum without the LNIB's prior written consent, which consent must be signed by both Parties and attached to this addendum.
3. The Tenant shall not keep any pet(s) for the purposes of breeding or selling.
4. The Tenant has read, understands, and agrees to abide by the Animal Control By-law #10, the **LNIB Dog Control Bylaw** and the LNIB Rental Housing Policy.
5. The Tenant has provided references regarding the pets satisfactory to LNIB from previous landlords and/or a veterinarian.
6. The Tenant has provided LNIB with an information form for each authorized pet, including contact details for veterinarians and names of people who will care for the pet(s) in an emergency.



7. The Tenant acknowledges that he/she is responsible for the health and welfare of the pet(s).
8. LNIB will report the Tenant to an animal welfare organization if there are reasonable grounds to believe the Tenant has neglected or abandoned the pet(s).
9. If there is reasonable cause to believe an emergency situation exists with respect to the pet(s) and LNIB is unable to contact the Tenant, LNIB may contact and assist the local animal control authority in entering the Rental Unit.
10. The Tenant will not leave the pet(s) unattended in the Rental Unit for long periods of time without making reasonable arrangements for the care of the pet(s).
11. The Tenant must ensure that the pet(s) will not cause damage to the Rental Unit and that the Rental Unit is clean and free from parasites (i.e. fleas).
12. The Tenant must ensure that the pet(s) does not disturb or cause a nuisance to others, which includes, without limitation, no excessive noise or damage to other people's property.
13. The Tenant will keep the pet(s) under control and, with respect to dogs, on a leash in all public places, including common areas and walkways.
14. The Tenant will be solely responsible for any damage caused by the pet to the Rental Unit and grounds.
15. The Tenant will pay for the costs of any repairs or cleaning required to restore the Rental Unit and grounds to re-rentable condition as required under the Tenancy Agreement including professional carpet cleaning, whether such repairs or cleaning are conducted by the Tenant or LNIB.





16. The Tenant is liable to reimburse LNIB for any costs incurred by LNIB to restore the Rental Unit to Re-rentable Condition as a result of damage caused by the pet(s).

The parties have executed this Agreement in on \_\_\_\_\_, 20\_\_\_\_.

Signed by LOWER NICOLA INDIAN BAND	)	LNIB (Landlord)
at _____ in the Province of British	)	
Columbia this ____ day of _____, 20____,	)	
in the presence of:	)	
	)	
_____	)	_____
Signature of Witness	)	Authorized Signatory of the LNIB
	)	
_____	)	_____
Name of witness	)	Printed Name
	)	
_____	)	
Address of witness	)	
	)	
_____	)	
Occupation of witness	)	
	)	
Signed by TENANT at _____ in the	)	TENANT
Province of British Columbia this	)	
_____ day of _____, 20____, in the	)	
presence of:	)	
	)	
_____	)	_____
Signature of Witness	)	Signatory of Tenant
	)	
_____	)	_____
Name of witness	)	Printed Name of Tenant
	)	
_____	)	
Address of witness	)	
	)	
_____	)	
Occupation of witness	)	

**APPENDIX "R"****REPAIR/MAINTENANCE REQUEST FORM**

Date of Request: \_\_\_\_\_

Requested by: \_\_\_\_\_

Rental Unit: \_\_\_\_\_

Description of work/repair (If this space is insufficient, additional pages may be added. Please also find the graphic below for your use if necessary)

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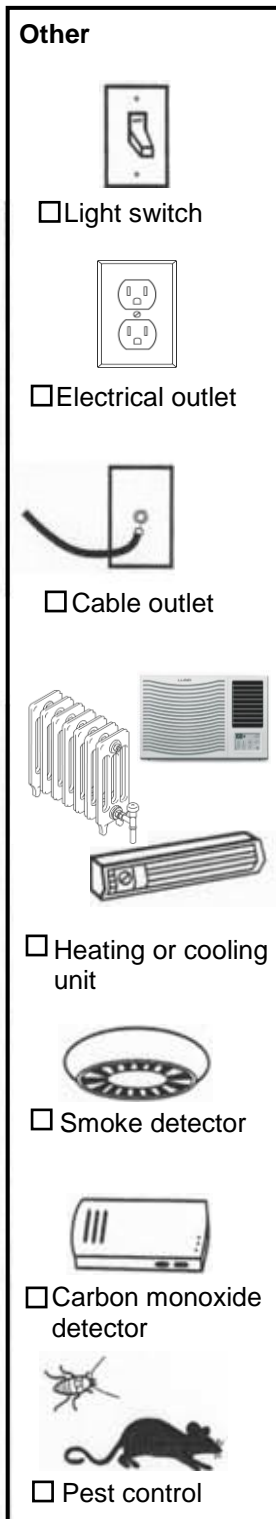
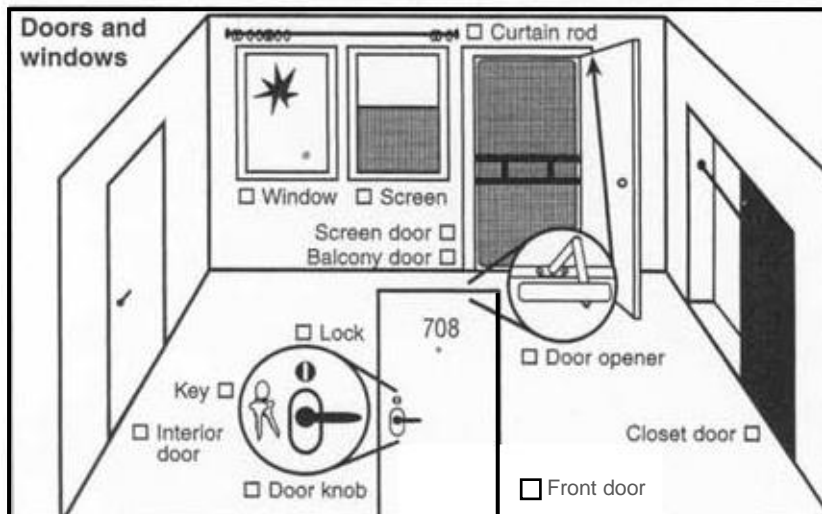
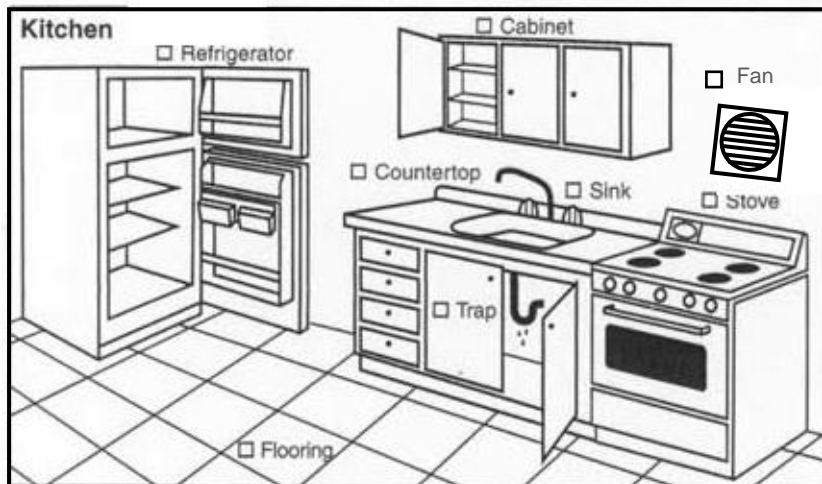
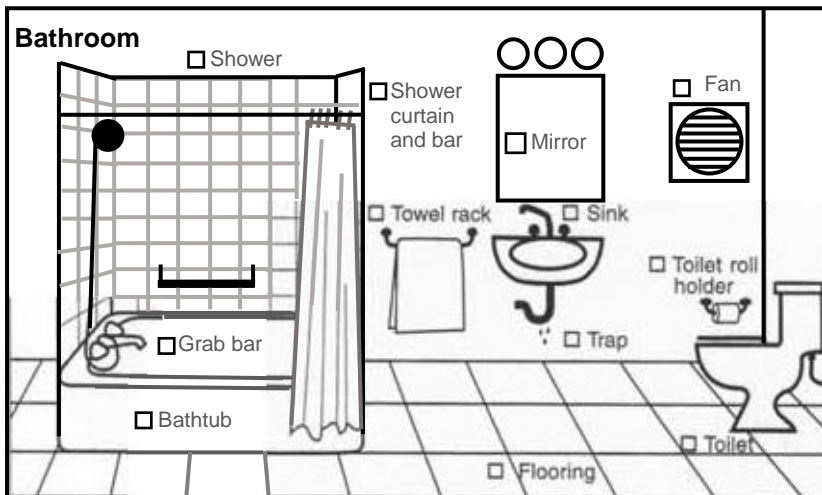
Requested Priority:

☐ High - Must be done within 24 hours.☐ Medium - Within the week.☐ Low - Two (2) to four (4) weeks.

The best date and time to inspect the premises and make repairs is \_\_\_\_\_.

\_\_\_\_\_  
*Tenant*  
*Initials*

I authorize the LNIB Housing Department or delegate to enter the Rental Unit to inspect the work and make repairs if I am not home when they arrive.



## Appendix "S"

# Rental Unit Condition Report

TENANT: \_\_\_\_\_

RENTAL UNIT: \_\_\_\_\_

DATE OF INSPECTION: \_\_\_\_\_

BUILDING COMPONENT	DESCRIPTION	WEAR & TEAR	RATING	ESTIMATED COST
<b>MAIN ENTRY PORCH</b>				
Steps				
Exterior Doors				
Electrical				
Floor				
<b>KITCHEN</b>				
Stove				
Fridge				
Range Hood				
Cabinets & Counter Tops				
Windows				
Taps & Sinks & Plumbing				
Electrical				
Floor				
Walls & Ceilings				
Thermostat				
<b>LIVING ROOM</b>				
Windows				
Electrical				
Floor				

Walls & Ceilings				
Thermostat				
<b>BEDROOM #1</b>				
Doors				
Closet Rods, Shelf				
Windows				
Electrical				
Floor				
Walls & Ceilings				
<b>BEDROOM #2</b>				
Doors				
Closet Rods, Shelf				
Windows				
Electrical				
Floor				
Walls & Ceilings				
Thermostat				
<b>BEDROOM #3</b>				
Doors				
Closet Rods, Shelf				
Windows				
Electrical				
Floor				
Walls & Ceilings				
Thermostat				
<b>BEDROOM #4</b>				
Doors				
Closet Rods, Shelf				
Windows				
Electrical				

Floor				
Walls & Ceilings				
Thermostat				
<b>BATHROOM #1</b>				
Doors				
Windows				
Electrical				
Exhaust Fan				
Taps & Sinks & Plumbing				
Vanity & Counter Top				
Bathtub & Shower				
Tub Surround				
Toilet				
Hardware				
Floor				
Walls & Ceilings				
Thermostat				
<b>BATHROOM #2</b>				
Doors				
Windows				
Electrical				
Exhaust Fan				
Taps & Sinks & Plumbing				
Vanity & Counter Top				
<b>REAR PORCH</b>				
Steps				
Exterior Doors				
Electrical				

Floor				
<b>UTILITY AREA</b>				
Doors				
Furnace				
Washer/Dryer				
Water Tank				
Sewage Tank (INT-EXT}				
Electrical Panel				
Electrical				
Floor				
Walls & Ceilings				
Heat Recovery System				
Thermostat				
<b>MISCELLANEOUS</b>				
Ducting or Radiators				
Interior Painting				
Halls- Storage Area				
Interior Stairs & Rails				
Smoke- CO Detectors				
Furnace				
Wood Stove/ Piping				
<b>CRAWLSPACE / BASEMENT</b>				
Door- Hatch				
Stairs- Rails				
Electrical				
Floor				

Walls & Ceilings				
Thermostat				
EXTERIOR				
Driveway				
Drainage				
Exterior Electrical				
Foundation				
Posts				
Siding-Skirting				
Paint-Stain				
Soffits- Fascia- Spouts				
Roof				
Chimney- Vents				

**GENERAL COMMENTS:**

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\_\_\_\_\_  
**Housing Manager**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**Tenant**





APPENDIX "T"  
**ENTRY NOTICE**

**URGENT NOTICE**

**DATE:** \_\_\_\_\_ **DELIVERED BY:** \_\_\_\_\_ **At (Time):** \_\_\_\_\_

**TO:** \_\_\_\_\_, **THE TENANT AT:** \_\_\_\_\_

This is a formal **Entry Notice** to inform you that the LNIB Housing Department or a delegate will enter the Rental Unit at \_\_\_\_\_ (address).

The purpose of the entry is:

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The time and date of the entry will be: \_\_\_\_\_ am/pm on \_\_\_\_\_ (date).

Please contact \_\_\_\_\_, Housing Manager at \_\_\_\_\_ with any concerns regarding this Notice.

Sincerely,

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Housing Manager  
Copy: Tenant file



**Appendix "U"**

# **Acknowledgment and Conclusion of the Rent-to-Own Agreement**

**Between**

LOWER NICOLA INDIAN BAND (LNIB), 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 181 Nawishaskin Lane Merritt, BC V1K 0A7

**("LNIB")**

**AND:**

\_\_\_\_\_

**(the "Tenant")**

Being collectively the parties (the **"Parties"**) to this Acknowledgement and Conclusion of the Rent-to-Own Agreement (the **"Agreement"**).

**WHEREAS**

**A.** The Tenant and LNIB entered into a Rent-to-Own Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; regarding the Premises know as:

Address, City, Postal Code:			
Lot #	House #	Type of Dwelling:	Number of Bedrooms:

**B.** The Rent-to-Own Agreement supersedes all previous agreements; and

- C. Under the Rent-to-Own Agreement, LNIB may turn ownership of the Premises over to the Tenant at the end of the Amortization Period.

**THEREFORE:** This Agreement shall define the terms and conditions under which ownership of the Premises will be turned over to the Tenant.

## **1.0 ACKNOWLEDGEMENT**

- 1.1 The Tenant acknowledges and understands that the Premises are rental accommodations, the occupancy of which is governed by the Rent-to-Own Agreement and the Lower Nicola Indian Band Rental Housing Policy; and that no ownership of the premises by the Tenant will be considered until the Amortization Period is complete.
- 1.2 The Amortization Period of the Premises completes after 25 years, and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- 1.3 The Term of this Agreement completes after 25 years, and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
- 1.4 Furthermore, the Tenant acknowledges that ownership of the Premises may not be transferred if the Tenant has any Arrears due to LNIB; nor shall this Acknowledgement & Conclusion Agreement have any force or effect if there is a Default under Rent-to-Own Agreement.

## **2.0 NO EQUITY ACQUIRED**

- 2.1 For greater certainty, the Tenant acknowledges and agrees that the Tenant will not, during the term of this Agreement, while any part of the financing associated with the housing project remains outstanding, or while the term of this Agreement is not complete, or if any Rent remains unpaid, or if any Arrears remain outstanding, or if the Rent-to-Own Agreement is breached or defaulted by the Tenant(s), obtain any equity or other interest (other than that of a Tenant) in the Premises.



### **3.0 CONCLUSION**

- 3.1 Upon completion of the of the Term of this Agreement, and there being no default under the Rent-to-Own Agreement or money or Arrears owed to LNIB by the Tenant, LNIB will deliver to the Tenant a written notice advising that the Tenant may exercise the Option to Own. To exercise the Option to Own, the Tenant must deliver to LNIB a Written Notice of exercise of option before the Option to Own expires, along with an application for transfer of the certificate of possession held by the LNIB.
- 3.2 Upon receipt of the Written Notice of exercise of option, the Housing Department shall forward the Tenant's file to Chief and Council of the Lower Nicola Indian Band to turn over ownership of the Premises and lot to the Tenant for the sum of \$10.00.
- 3.3 At the time the Tenant becomes the homeowner, as the homeowner they accept full responsibility for the maintenance, insurance and municipal charges, if any, associated with the Premises.

### **4.0 ASSIGNABILITY**

- 4.1 This Agreement may not be assigned.

### **5.0 THE ENTIRE AGREEMENT**

- 5.1 The provisions herein and the signed Rent-to-Own Agreement constitute the entire Agreement between LNIB and the Tenant, and supersede all previous agreements, whether verbal or written, between the Parties concerning ownership of the Premises.

### **6.0 INFORMED CONSENT**

- 6.1 The Tenant has had an opportunity to review this agreement with legal counsel and undertakes this agreement on the basis of informed consent.



## **7.0 ACCEPTANCE**

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

The Parties have executed this agreement \_\_\_\_\_, 20\_\_\_\_.

By signing this Agreement, LNIB and the Tenant(s) are bound by its terms.

Signed by LOWER NICOLA INDIAN BAND at _____ in the Province of British Columbia	)	LNIB (Landlord)
this ____day of ____, 20____, in the presence of:	)	
	)	
	)	
_____	)	_____
Signature of Witness	)	Authorized Signatory of the LNIB
	)	
_____	)	_____
Name of witness	)	Printed Name
	)	
_____	)	
Address of witness	)	
	)	
_____	)	
Occupation of witness	)	



Signed by Tenant at _____ in the Province of	)	Tenant
British Columbia this _____ day of _____,	)	
20____, in the presence of:	)	
	)	
	)	
_____	)	_____
Signature of Witness	)	Signatory of Tenant
	)	
_____	)	_____
Name of witness	)	Printed Name
	)	
_____	)	
Address of witness	)	
	)	
_____	)	
Occupation of witness	)	
	)	

Signed by Co-Tenant at _____ in the Province	)	Co-Tenant
of British Columbia this _____ day of _____,	)	
20____, in the presence of:	)	
	)	
	)	
_____	)	_____
Signature of Witness	)	Signatory of Co-Tenant
	)	
_____	)	_____
Name of witness	)	Printed Name
	)	
_____	)	
Address of witness	)	
	)	
_____	)	
Occupation of witness	)	
	)	