

Appendix B: Tenancy Agreement

This Tenancy Agreement (“**Agreement**”) made on ___ day of _____, 20__.

BETWEEN:

Simpchw First Nation, as represented by its Chief and Council

(the “**Landlord**”)

AND:

	Last Name	First Name
Tenant #1	<i>[insert text]</i>	<i>[insert text]</i>
Tenant #2	<i>[insert text]</i>	<i>[insert text]</i>

(the “**Tenant**”)

1. Application of the Simpchw First Nation Housing Policy

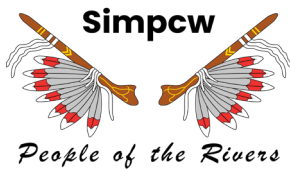
- 1.1. The Housing Department administers rental housing programs pursuant to the *Simpchw First Nations Housing Policy* (the “**Housing Policy**”), which applies to and forms part of this Agreement. In signing this Agreement, the Tenant agrees to be bound by both the terms of this Agreement and of the Housing Policy. In the event of any inconsistency between this Agreement and the Housing Policy, this Agreement will prevail.

- 1.2. Unless expressly defined in this Agreement, the definitions set out in Section 2 of the Housing Policy apply to this Agreement.

2. Tenant Information

- 2.1. Where there is more than one person who is a Tenant under this Agreement, each Tenant is a Co-Tenant with all the rights of a Tenant under this Agreement and is jointly and severally liable for all the covenants, responsibilities, obligations, debts and liabilities of the Tenant under this Agreement.

- 2.2. The Tenant will promptly notify the Housing Department of any changes to the Tenant’s contact information, as identified below.



Tenant #1			
Full Name:			
Mailing Address:	[insert text]		
Phone #1:	[insert text]	Email Address:	[insert text] [insert text]
Phone #2:	[insert text]	[Membership #]:	[insert text]

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

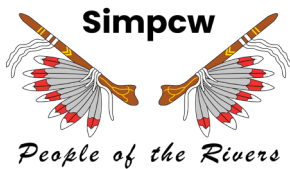
2.3 All notices under this Agreement or Housing Policy are to be given in writing and will be deemed to have been received by the other party:

- 2.3.1 if by hand or courier, on the date of delivery;
- 2.3.2 if by mail or registered mail, that date 5 Business Days after mailing; or
- 2.3.3 if by 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 will be deemed to have been received at the opening of business on the first working day following the transmission.

2.4 Notice to the Tenant may be given by:

- 2.4.1 hand delivery to the Tenant.
- 2.4.2 ordinary or registered mail to the Tenant's residential address as provided in section 2.2 of this Agreement.
- 2.4.3 leaving a copy with an Authorized Occupant who is 18 years or older who resides with the Tenant.
- 2.4.4 leaving a copy in a mailbox or mail slot for the address at the Premises, as defined in section 3.1 of this Agreement.
- 2.4.5 attaching a copy to a door or other conspicuous place on the Housing Unit; or
- 2.4.6 transmitting a copy to the email address provided by the Tenant.

2.5 Notice to the Housing Department may be given by:



- 2.5.1 hand delivery to the Housing Manager.
- 2.5.2 ordinary or registered mail to the Administration Office.
- 2.5.3 attaching a copy to the front door of the Housing Manager's office; or
- 2.5.4 transmitting a copy to the Housing Manager's email address.

3. Agreement to Rent

3.1. The Landlord hereby authorizes the Tenant to use and occupy the Housing Unit, on the terms and conditions set out in this Agreement and the Housing Policy, for the purpose of residential dwelling and for no other purpose, that parcel or tract of land situated on Simpcw Reserve #1 in the province of British Columbia which may be more particularly described as follows:

Street Address: _____, **Barriere, B.C.**
 (hereinafter called the "Housing Unit").

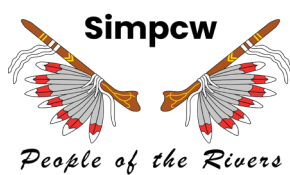
3.2 Nothing in this Agreement will be construed as an allotment under s. 20 of the *Indian Act*, or as the transfer or conveyance of any title, fee, estate or other ownership interest in the Housing Unit or adjacent land in any form to the Tenant.

4. Authorized Occupants

4.1. The Landlord hereby authorizes the Tenant and the following Authorized Occupants to occupy the Housing Unit:

Full Name	[Membership #]	Birth Date	Gender
[insert text]	[insert text]	[select date] [select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]
[insert text]	[insert text]	[select date]	[insert text]

4.1 The Tenant is responsible for notifying the Housing Department of any change to the list of Authorized Occupants. The addition of an Authorized Occupant requires approval from the Housing Coordinator. If the Housing Coordinator agrees, such consent will be given in writing and appended to this Agreement, along with the amended list of Authorized Occupants.



4.2 The Housing Department will not unreasonably prevent the Tenant from having guests in the Housing Unit. The Tenant may permit visitors to stay in the Housing Unit in accordance with the Housing Policy.

4.3 The Tenant will be responsible for the actions of all Authorized Occupants and guests including damage to the Housing Unit or any other violations of this Agreement or the Housing Policy.

5 Term

5.1 This tenancy created by this Agreement starts on _____, 20____ and continues for 1 year, expiring on _____, 20_____.

5.2 Provided that the Tenant is following the terms and conditions of this Agreement and the Housing Policy, the Parties may renew this Agreement for a period of one (1) year.

5.3 At least 30 days prior to the expiry of this Agreement, the Housing Department will arrange for a tenancy review meeting with the Tenant to determine whether this Agreement will be renewed in accordance with section 5.2 of this Agreement. The Tenant must participate in the tenancy review meeting to be eligible to renew this Agreement.

6 Rent

6.1 The Tenant agrees to pay rent in the amount of \$ _____ to Simpcw on or before 4:00 pm on the first Business Day of each month (the "**Rent**"). This paragraph is subject to any Rent increases given in accordance with the Housing Policy.

6.2 The first month's Rent is due prior to the Tenant moving into the Housing Unit.

b. The default method of payment is pre-authorized debit, and any requests for alternative payment arrangements must be discussed with the Finance Department

6.3].

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

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

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Garbage pick-up	<input type="checkbox"/>	Carpets
<input type="checkbox"/>	Road maintenance	<input type="checkbox"/>	Clothes washer
<input type="checkbox"/>	Snow Removal	<input type="checkbox"/>	Dryer
<input type="checkbox"/>		<input type="checkbox"/>	Dish washer
<input type="checkbox"/>		<input type="checkbox"/>	Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump): <i>[insert text]</i>
<input type="checkbox"/>		<input type="checkbox"/>	

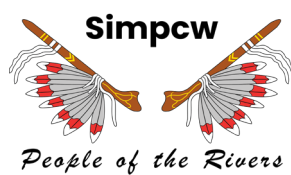
6.6 The Rent does not include utilities for the Housing Unit, including hook-up and disconnection charges for electricity, natural gas, telephone, and cable.

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

6.8 The Tenant must pay Rent on time. Rent is late and is in arrears if the full amount is not paid by 4:00pm on the first Business Day of the month.

6.9 If the Tenant receives a Notice of Arrears, they will have 5 Business Days to pay the Rent in full or contact the Housing Department to enter into an Arrears Recovery and Repayment Agreement in accordance with the Housing Policy.

6.10 If the Tenant fails to
 pay Rent or enter into an Arrears Recovery and Repayment Agreement within the timelines specified by the Housing Department, the Housing Department may issue a Notice of Eviction in accordance with the Housing Policy.



6.11 Rent must be paid on time. If a Tenant fails to pay Rent on time three or more times in one calendar year, the Landlord may terminate this Agreement, in accordance with the Housing Policy.

6.12 If the Tenant enters into an Arrears Recovery and Repayment Agreement, any scheduled payments are to be paid in addition to the normal Rent payments required under this Agreement.

7 Damage Deposit

7.1 Prior to taking possession of the Housing Unit the Tenant will pay to the Housing Department a damage deposit in the amount of one-half of the first month's Rent ("**Damage Deposit**").

7.2 Upon receiving payment of the Damage Deposit, the Housing Department will provide the Tenant with a signed and dated receipt indicating the amount received.

7.3 At the end of the tenancy, the Housing Department will return and/or keep any portion of the Damage Deposit in accordance with the process set out in the Housing Policy section 7.1 f., and subject to the Tenant participating in the move-out Unit Condition Report.

7.4 7.4 The Tenant is required to pay a pet deposit in the amount equivalent to one-half of the first month's rent which is \$xxx, prior to occupying the Housing Unit. This will be reimbursed to the Tenant within 30 days of vacating the home, subject to leaving the home in the condition as stated under the move out section of the Housing Policy. If the tenant is on income assistance, income assistance will not cover the amount for the pet deposit, or any damages done by the pet.

8 Use of the Housing Unit

8.1 The Tenant will not use or permit others to use the Housing Unit for any purpose other than as a residential dwelling.

8.2 Neither the Tenant, Authorized Occupant(s), guests, nor any other person shall be allowed to smoke tobacco, cannabis, e-cigarettes or any illegal drugs within the Housing Unit or in any common areas surrounding the Housing Unit.

8.3 The Tenant will not keep pets, unless approved by the Housing Department in accordance with section 4.5 of the housing policy or unless the pet constitutes a certified guide or service dog under the *Guide Dog and Service Dog Act*, SBC 2015, c 17.



8.4 The Tenant will not operate, or permit others to operate, a home-based business from the Housing Unit.

8.5 The Tenant will not disturb the peace or permit others to disturb the peace, on or around the Housing Unit.

8.6 The Tenant may not leave the Housing Unit unattended for 14 consecutive days or longer (an "Extended Absence") without seeking approval from the Housing Department in accordance with the Housing Policy.

8.7 The Tenant must not Abandon the Housing Unit.

8.8 The Tenant shall not undertake any alteration, renovation, addition or major structural change to the Housing Unit or area bordering the Housing Units without the written consent of the Housing Coordinator.

8.9 The Tenant shall not use large nails, screws or any adhesive material on the walls, floors, or woodwork of the Housing Unit without the written consent of the Housing Coordinator.

8.10 The Tenant shall not change, alter, or add to the locks of the Housing Unit. Two (2) keys will be provided to the Tenant that may not be copied by the Tenant. If a key is lost there will be a replacement charge of \$25.00 per key.

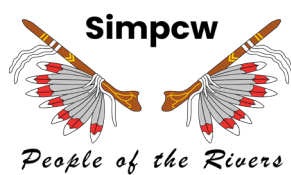
8.11 The Tenant shall not use the Housing Units for the storage of campers, trailers, canopies, boats, motorcycles, or recreational vehicles. The Tenant is responsible for finding alternate storage off the Housing Unit and property for any of these items.

8.12 The Tenant is permitted a maximum of two vehicles on the property at any given time which must be in active use by the Tenant as a means of transportation. In the event that the Tenant is found in breach of this condition, the Landlord may, at is discretion, tow the vehicle away at the owner's expense.

8.13 The Tenant may only sublet the Housing Unit with prior written approval from the Housing Department and in accordance with the conditions provided in the Housing Policy.

8.14 The Tenant shall abide by all policies, rules, regulations, and by-laws of Simpcw, including the Housing Policy.

9 Quiet Enjoyment



9.1 For the duration of this Agreement, the Tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the Housing Unit, subject to the Landlord's right to enter the Housing Unit for inspections and for the purposes of identifying and completing repairs, in accordance with the Housing Policy.

9.2 The Landlord may enter the Housing Unit:

- 9.2.1 with at least 48 hours notice for the purposes of conducting a move-out or annual inspection.
- 9.2.2 with reasonable notice for the purposes of identifying, assessing, or completing a Major Repair or Emergency Repair.
- 9.2.3 with no notice during an emergency or suspected emergency to protect person or property; and
- 9.2.4 with no notice if the Landlord suspects the Housing Unit have been Abandoned.

10 Maintenance and Repairs

10.1 The Tenant will take good care of the Housing Unit and keep the Housing Unit in clean, well-maintained and sanitary condition.

10.2 "Schedule 1" to this Agreement divides responsibility for maintenance and repair of the Housing Unit. The Landlord shall be responsible for "Major Repairs" and "Emergency Repairs" and the Tenant shall be responsible for "Minor Repairs."

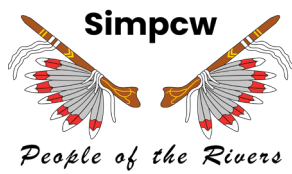
10.3 In addition to the repairs set out in "Schedule 1" the Tenant is responsible for general maintenance and preservation of the Housing Unit and yard. This includes:

- 10.3.1 promptly repairing any plugged toilet, sink, tub, or any water overflows or backups.
- 10.3.2 household appliances.
- 10.3.3 light fixtures.
- 10.3.4 frozen pipes and outside faucets; and
- 10.3.5 maintaining the Tenant's private yard, including watering, and cutting the lawn.

10.4 The division of responsibility for repairs as defined in "Schedule 1" will not apply where the damage and/or repair is the result of wilful or negligent actions of the Tenant, an Authorized Occupant, the Tenant's guest or the tenant's pet. The Tenant shall be responsible for the costs of repairing any such damage.

11 Notifying Landlord of Damage

11.1 The Tenant will report any damage requiring an Emergency Repair, as defined in the Housing Policy to the Housing Coordinator as soon as possible. The emergency contact information is:



Telephone # _____ Email _____

11.2 The Tenant shall report any damage requiring a Major Repair, as defined in the Housing Policy in a reasonable amount of time.

11.3 If the Tenant fails to report damage to the Housing Department in a timely manner or allows the damage to spread or worsen in any way, the Tenant will be responsible in accordance with the terms under the Housing Policy.

12 End of Tenancy

12.1 The Tenant may terminate this Agreement by providing thirty (30) days' prior written notice to the Housing Department.

12.2 If the Tenant fails to provide at least 30 days' written notice to the Housing Department before vacating a Housing Unit, the Tenant:

12.2.1 must pay rent for the month immediately following the month in which notice was given; and

12.2.2 forfeits their damage deposit.

12.3 The Landlord may terminate this Agreement and order the Tenant to vacate the Premises in accordance with the terms of the Housing Policy.

12.4 The Tenant's rights under this Agreement shall cease fifteen (15) days following service of a Notice of Eviction.

13 Additional Terms – Rent-to-Own

13.1 The following additional terms agreed to by the Landlord and Tenant apply:

No change to the inside and outside fixtures unless approved by Chief and Council. And the Housing Committee. Also, no added building to the land unless approved by the Chief and Council. And the Housing Committee

Initials		
Landlord	Tenant #1	Tenant #2

14 Liability

14.1 SimpCW First Nation and/or any employee(s) of SimpCW First Nation will not, in any event whatsoever, be liable or responsible in any way for:

14.1.1 any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, tenants pet or any agent or guest or any other person who may be in or at the Housing Unit..

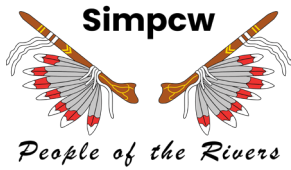
- 14.1.2 any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at, on or in the Housing Unit.
- 14.1.3 without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Housing Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- 14.1.4 any damage caused by or attributable to the condition or arrangement of any electrical or other wiring.
- 14.1.5 any damage to or loss of any property left at or in the Housing Unit subsequent to the Tenant giving up possession of the Housing Unit whether or not said delivery of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by Simpcw or any other person; or
- 14.1.6 any damage to or loss of property incurred by the Tenant because of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

15 Other

- 15.1 The Housing Department will give the Tenant a copy of this Agreement at the time of execution.
- 15.2 If there is a dispute between the Landlord and Tenant or any Authorized Occupant, with respect to the rights and obligations of the Parties under this Agreement, the terms of the Agreement or any other matter related to this Agreement or the Housing Policy, such dispute will be resolved through the Reconsideration and Appeal processes set out in the Housing Policy.
- 15.3 Failure of the Housing Department to enforce any provision of this Agreement or the Housing Policy does not constitute a waiver of that provision and the Housing Department is not stopped from enforcing such provision at any time.
- 15.4 This Agreement, the schedules to this Agreement, the Housing Policy and the schedules to the Housing Policy constitute the entire agreement between the Landlord and Tenant with respect to the subject matter of this agreement, and supersede all previous understandings, representations, undertakings, statements or other agreements.
- 15.5 This Agreement will be governed by, construed, interpreted, and applied in accordance with the laws of Canada, British Columbia, and Simpcw First Nation.

16 Acceptance

- 16.1 The Tenant acknowledges that they have read this Agreement, the schedules to this Agreement, the Housing Policy and the schedules to the Housing Policy, and that they understand and agree with the provisions of this Agreement, its schedules and the Housing Policy and its schedules, and that they have had the opportunity to seek independent legal advice with respect to this Agreement.

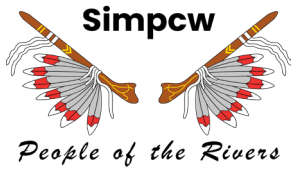


ACKNOWLEDGEMENT

<p>Signed by Simpew First Nation AUTHORIZED SIGNATORY at</p> <p>_____</p> <p>in the Province of British Columbia, this ____ day of _____, 20____, in the presence of:</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Name of Witness</p> <p>_____</p> <p>Address of Witness</p> <p>_____</p> <p>Occupation of Witness</p>	<p>LANDLORD</p> <p>_____</p> <p>Authorized Signatory Simpew First Nation</p> <p>Print name: _____</p>
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[SIGNATURE PAGE 1 of 2 of Tenancy Agreement]

<p>Signed by _____/Tenant #1 at _____</p> <p>In the Province of British Columbia, this ____ day _____ of</p> <p>_____, 20____, in the presence of:</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Name of Witness</p>	<p>TENANT #1</p> <p>_____</p> <p>Tenant #1</p> <p>Print name: _____</p>
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<p>_____</p> <p>Address of Witness</p> <p>_____</p> <p>Occupation of Witness</p>	
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<p>Signed by _____/Tenant #2 at _____</p> <p>In the Province of British Columbia, this _____ day _____, 20____, in the presence of:</p> <p>_____</p> <p>Signature of Witness</p> <p>_____</p> <p>Name of Witness</p> <p>_____</p> <p>Address of Witness</p> <p>_____</p> <p>Occupation of Witness</p>	<p>TENANT #2</p> <p>_____</p> <p>Tenant #2</p> <p>Print name: _____</p>
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[SIGNATURE PAGE 2 of 2 of Tenancy Agreement]