Gwa'sala-'Nakwaxda'xw First Nation On-Reserve

Residential Tenancy Agreement

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APPENDIX

**ON-RESERVE RESIDENTIAL TENANCY AGEEMENT**

*(THE "AGREEMENT")*

BETWEEN THE LANDLORD:

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION

154 BA'AS RD., P.O. BOX 998 PORT HARDY, BC V0N2P0

*AND REPRESENTED BY ITS DULY INSTITUTED AND ELECTED CHIEF AND COUNCIL OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION*

OF THE FIRST PART

AND THE TENANT(S)

TENANT 1 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT 2 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LAST NAME FIRST NAME STATUS NUMBER

*(THE "TENANT(S)")*

OF THE SECOND PART

WHEREAS:

A. THE FIRST NATION DESCRIBED AS THE GWA'SALA-'NAKWAXDA'XW BAND;

B. THE RESERVE LANDS KNOWN AS TSULQUATE I.R. #4 HAVE BEEN SET ASIDE FOR THE USE AND BENEFIT OF THE FIRST NATION COMMUNITY MEMBERS; AND

C. THE TENANT(S) IS/ARE APPROVED RENTAL HOUSING APPLICANT(S) IN GOOD FINANCIAL STANDING WITH THE GWA'SALA-'NAKWAXDA'XW FIRST NATION, AS DEFINED IN THE FIRST NATIONS RENTAL HOUSING POLICY.

**WITNESSETH THAT**:

FOR AND IN CONSIDERATION OF THE RENTS, COVENANTS, CONDITIONS, TERMS AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE TO AS FOLLOWS:

**1. APPLICATION OF THE FIRST NATION RENTAL HOUSNG POLICY**

1) THE TERMS OF THIS AGREEMENT AND ANY CHANGES OR ADDITIONS TO THE TERMS MAY NOT CONTRADICT OR CHANGE ANY STANDARD TERMS OR AUTHORITIES, OBLIGATIONS, PROCEDURES, OR REGULATIONS PROVIDED UNDER, OR ADOPTED BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTAL HOUSING POLICY. IF A TERM OF THIS AGREEMENT DOES CONTRADICT OR CHANGE SUCH AN AUTHORITY, OBLIGATION, PROCEDURE, REGULATION OR STANDARD TERM, THE TERM OF THIS AGREEMENT IS VOID.

2) ANY CHANGE OR ADDITION TO THIS AGREEMENT MUST BE AGREED TO IN WRITING, SIGNED, DATED, AND EACH PAGE INITIALED BY BOTH THE FIRST NATION AND THE TENANT(S). IF A CHANGE IS NOT AGREED TO IN SUCH MANNER, OR IS UNCONSCIONABLE, IT IS NOT ENFORCEABLE.

3) THE REQUIREMENT FOR THE AGREEMENT UNDER SUBSECTION (2) DOES NOT APPLY TO:

A) RENT INCREASES GIVEN IN ACCORDANCE WITH [SECTION 12.5](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY; OR

B) A WITHDRAWAL OF, OR A RESTRICTION ON, A SERVICE OR FACILITY THAT IS GIVEN IN ACCORDANCE WITH THE GWA'SALA-'NAKWAXDA'XW RENTAL HOUSING POLICY; OR

C) A TERM IN RESPECT OF WHICH THE FIRST NATION OR TENANT(S) HAS/HAVE OBTAINED:

I) AN ORDER OF REDRESS, AS SET OUT IN [*SECTION 16.2.5(1)(A)*](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTAL HOUSING POLICY.; OR

II) A DECISION OF THE CANADIAN HUMAN RIGHTS TRIBUNAL.

**2. DEFINITIONS**

FOR DEFINITIONS APPLICABLE TO THIS AGREEMENT, PLEASE REFER TO [SECTION 1](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTAL HOUSING POLICY.

**3. PREMISES**

FOR USE AND OCCUPATION AS A RESIDENTIAL DWELLING, THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTS TO THE TENANT(S) THOSE PREMISES DESCRIBED AS:

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

UNIT NUMBER STREET AND/OR MAILING ADDRESS PHONE NUMBER

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

DWELLING TYPE NO. BDRMS

THE PREMISES ARE PROVIDED BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION (LANDLORD) TO THE TENANT(S) IN "AS IS" CONDITION.

**4. LAND**

THE PREMISES: INCLUDES LAND DOES NOT INCLUDE LAND

xX

*WHERE THE PREMISES INCLUDES LAND, THE LAND DESCRIBED AS*:

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

LOT NO. UNIT NO. CLSR PLAN NUMBER

**5. OWNERSHIP**

THIS AGREEMENT CREATES A RELATIONSHIP OF LANDLORD AND TENANT AND:

1. CONFERS NO OWNERSHIP PRIVILEGES OR LEGAL INTEREST TO THE TENANT(S) IN THE STRUCTURE(BUILDING) OR IMPROVEMENTS, OTHER THAN OCCUPY THE PREMISES AS A DWELLING FOR THE DURATION SET OUT IN THIS AGREEMENT; OR

2. OWNERSHIP MAY BE GRANTED TO THE TENANT(S) UNDER THE FOLLOWING CIRCUMSTANCES:

A) THE TENANT IS IN GOOD FINANCIAL STANDING WITH THE GWA'SALA-'NAKWAXDA'XW BAND; AND

B) THE MORTGAGE HAS BEEN PAID IN FULL WITH NO OUTSTANDING BALANCE; AND

C) THE TENANT AGREES TO PAY A SUM OF $1.00 TO THE GWA'SALA-'NAKWAXDA'XW FIRST NATION FOR THE UNIT; AND

D) THE TENANT AGREES TO TAKE FULL RESPONSIBILITY FOR THE UNIT ONCE OWNERSHIP HAS BEEN GRANTED; AND

E) THE TENANT RECEIVES A SIGNED BCR BY CHIEF & COUNCIL STATING THE TRANSFER OF OWNERSHIP TO THE FIRST NATION MEMBER.

3. WHERE THE PREMISES INCLUDES LAND, THIS DOES NOT CONVEY OWNERSHIP OF THE LAND IN ANY FORM, NOR SHALL IT BE CONSIDERED AN ALLOCATION OF LAND BY THE FIRST NATION IN ACCORDANCE WITH SECTION 20 OF THE INDIAN ACT OR ANY LAWS DULY CREATED AND ENACTED BY THE FIRST NATION.

**6. TERM OF TENANCY**

THE TERM OF THIS AGREEMENT IS TWELVE (12) MONTHS.

TENANCY START DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANCY END DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AT THE END OF THE TWELVE (12) MONTH TERM:

THE TENANCY MAY, UPON MUTUAL AGREEMENT OF THE FIRST NATION AND THE TENANT(S), BE RENEWED FOR AN ADDITONAL TERM OF TWELVE (12) MONTHS.

THE TENANCY WILL END AND THE TENANT(S) MUST MOVE OUT OF THE RENTAL UNIT.

**7. RENT**

AS SET OUT IN [SECTION 12, 13, AND 14](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA'SALA-'NAKWAXDA'XW RENTAL HOUSING POLICY:

7.1 PAYMENT OF RENT

THE TENANT(S) WILL PAY IN THE AMOUNT OF:

$ \_\_\_\_\_\_\_\_\_\_\_\_ TO THE GWA'SALA-'NAKWAXDA'XW FIRST NATION ON THE FIRST WORKING DAY OF EVERY MONTH.

7.2 INCLUSIONS AND EXCLUSIONS

1) APPLIANCES AND OTHER MOVABLE ASSETS

INCLUDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXCLUDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2) SERVICES AND UTILITIES

INCLUDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXCLUDED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7.3 TERMINATION OF TENANCY FOR ARREARS

AS SET OUT IN [SECTION 13.3](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA’SALA-‘NAKWAXDA’XW RENTAL HOUSING POLICY, UNRESOLVED RENTAL ARREARS ARE GROUNDS FOR EVICTION.

**8. SECURITY DEPOSIT**

THE TENANT(S) HAS/HAVE PROVIDED A SECURITY DEPOSIT IN THE AMOUNT OF:

$\_\_\_\_\_\_\_\_\_\_\_\_\_

IN ACCORDANCE WITH [SECTION 9.7.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA’SALA-‘NAKWAXDA’XW RENTAL HOUSING POLICY, THE GWA'SALA-'NAKWAXDA'XW FIRST NATION AGREES TO HOLD THE SECURITY DEPOSIT SECURELY AND IN GOOD FAITH FOR THE DURATION OF THE TENANCY.

**9. PETS AND ANIMAL CONTROL**

THE KEEPING OF PETS ON PREMISES IS GOVERNED IN ACCORDANCE WITH [SECTION 23](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL

HOUSING POLICY AND THE GUIDE ANIMAL ACT.

9.1 PET DAMAGE DEPOSIT

THE TENANT(S) IS/ARE PERMITTED TO KEEP PETS: YES NO

IF APPLICABLE, THE TENANT(S) WILL PROVIDE A PET DAMAGE DEPOSIT IN THE AMOUNT OF:

$\_\_\_\_\_\_\_\_\_\_\_\_\_

IN ACCORDANCE WITH [SECTION 9.7.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE GWA'SALA-'NAKWAXDA'XW FIRST NATION AGREES TO HOLD THE PET DAMAGE DEPOSIT SECURELY AND IN GOOD FAITH FOR THE DURATION OF THE TENANCY.

9.2 AUTHORIZED PETS OF THE TENANT(S)

THE TENANT(S) IS/ARE AUTHORIZED TO KEEP THE PETS DESCRIBED AS FOLLOWS (INCLUDE NAME, TYPE, AGE, WEIGHT, AND SEX OF EACH PET):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_

9.3 PET DAMAGE

AS SET OUT IN [SECTION 22.4](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA’SALA-‘NAKWAXDA’XW RENTAL HOUSING POLICY, THE COST OF ANY AND ALL REPAIRS FOR THE PET DAMAGE SHALL BE PAID BY THE TENANT(S).

9.4 PET ASSESSMENTS

THE PREMISES IS SUBJECT TO PET ASSESSMENTS AS SET OUT IN [SECTION 26.8](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA’SALA-‘NAKWAXDA’XW RENTAL HOUSING POLICY.

9.5 EXCESSIVE NOISE DUE TO PETS

AS SET OUT IN [SECTION 22.6](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE GWA’SALA-‘NAKWAXDA’XW RENTAL HOUSING POLICY, EXCESSIVE NOISE DUE TO PETS CAN RESULT IN A NOTICE OF DEFAULT, WHICH CAN LEAD TO EVICTION.

**10. TENANT DAMAGE**

10.1 FINANCIAL OBLIGATIONS OF TENANT(S)

AS SET OUT IN [SECTION 24.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, TENANT(S) ARE RESPONSIBLE TO PAY REPAIR COSTS (LABOUR AND MATERIALS) FOR ANY AND ALL TENANT DAMAGE CAUSED TO THE RENTAL PROPERTY, UNIT OR FIXTURES.

10.2 TERMINATION OF TENANCY FOR UNRESOLVED TENANT DAMAGE

AS SET OUT IN SECTION 24.2 OF THE RENTAL HOUSING POLICY, UNRESOLVED TENANT DAMAGE IS GROUNDS FOR EVICTION.

**11. VANDALISM**

11.1 INVESTIGATION OF VANDALISM

AS SET OUT IN [SECTION 25.4](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, ALL INCIDENTS OF VANDALISM SHALL BE REFERRED TO THE APPROPRIATE POLICE DEPARTMENT/ENFORCEMENT AGENCY FOR APPROPRIATE INVESTIGATION.

INDIVIDUALS FOUND TO BE RESPONSIBLE FOR VANDALISM SHALL BE:

1) PROSECUTED TO THE FULL EXTENT OF THE LAW; AND

2) CHARGED FOR ALL COSTS ASSOCIATED WITH REPAIR OF THE VANDALISM.

11.2 TERMINATION OF TENANCY FOR TENANT OR OCCUPANT VANDALISM

AS SET OUT IN [SECTION 25.5](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, WHERE THE HOUSING DEPARTMENT HAS COMPLETED A VANDALISM ASSESSMENT AND A TENANT OR OCCUPANT RESIDING IN THE ASSESSED RENTAL UNIT IS FOUND TO BE RESPONSIBLE FOR THE VANDALISM, THIS SHALL BE GROUNDS FOR IMMEDIATE EVICTION.

**12. AUTHORIZED OCCUPANTS AND GUESTS**

12.1 CONDITIONS OF AUTHORIZED OCCUPANCY

AS SET OUT IN [SECTION 10.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, FOR INDIVIDUALS TO BE CONSIDERED FOR APPROVAL AS AUTHORIZED OCCUPANTS, THEY MUST:

1) HAVE SUBMITTED, AND BEEN APPROVED FOR AN OCCUPANT MOVE-IN REQUEST;

2) BE LISTED ON THIS SIGNED AND DATED RESIDENTIAL TENANCY AGREEMENT; AND

3) HAVE AGREED TO, SIGNED AND DATED AS ORIGINAL COPY OF THE OCCUPANT COVENANTS (APENDIX A).

TENANT(S) SHALL PROVIDE VERIFICATION OF HOUSEHOLD COMPOSITION (NUMBER OF PERSONS OCCUPYING THE RENTAL UNIT) ANNUALLY, OR AS REQUESTED, TO THE GWA'SALA- 'NAKWAXDA'XW FIRST NATION.

12.2 GUESTS

SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN [SECTION 10.3](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) AND [10.4](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, TENANT(S) ARE PERMITTED TO ALLOW SHORT-TERM AND LONG-TERM GUESTS TO OCCUPY THE RENTAL UNIT ON A TEMPORARY BASIS.

12.3 AUTHORIZED OCCUPANTS

NAME BIRTH DATE M/F RELATIONSHIP STATUS OCCUPANCY YYYY/MM/DD TO TENANT(S) NUMBER START DATE

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

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12.4 TERMINATATION OF TENANCY FOR UNAUTHORIZED OCCUPANCY

AS SET OUT IN [SECTION 10.5](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY:

1) PERMITTING AN AUTHORIZED OCCUPANT TO MOVE INTO THE UNIT WITHOUT APPROVAL FROM THE HOUSING DEPARTMENT; OR

2) EXCEEDING THE PERIOD OF TEMPORARY OCUPANCY FOR A LONG-TERM GUEST, SHALL TRIGGER THE NOTICE OF DEFAULT PROCEDURES.

**13. SUBLETTING**

TENANT(S) IS/ARE PERMITTED TO SUBLET THE PREMISES: YES NO

IF PERMITTED, SUBLETTING OF THE PREMISES IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT IN SECTION 20 OF THE RENTAL HOUSING POLICY.

**14. INSURANCE**

14.1 PROPERTY INSURANCE

AS SET OUT IN [SECTION 21.1](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL PROVIDE PROPERTY INSURANCE AGAINST DAMAGE TO THE PROPERTY, UNIT AND FIXTURES DUE TO FIRE, FLOOD, EATHQUAKE, AND OTHER PERILS.

14.2 CONTENTS INSURANCE

AS SET OUT IN [SECTION 21.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, TENANTS ARE STRONGLY ENCOURAGED TO PURCHASE AND MAINTAIN CONTENTS INSURANCE TO COVER LOSS OF PERSONAL BELONGINGS DUE TO FIRE, THEFT AND VANDALISM OR OTHER PERILS.

14.3 HOME-BASED BUSINESS INSURANCE

AS SET OUT IN [SECTION 21.3.4 AND 21.3.6](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, WHERE HOME- BASED BUSINESSES ARE PERMITTED. TENANTS WHO ARE ELIGIBLE TO BE APPROVED TO OPERATE A HOME-BASED BUSINESS MUST PROVIDE DOCUMENTED VERIFICATION OF COMMERCIAL GENERAL LIABILITY INSURANCE AGAINST LIABILITY OR OTHER DAMAGES OR LOSS THAT MAY OCCUR AS A RESULT OF OPERATING A HOME-BASED BUSINESS.

14.4 TENANT COVENANTS

THE TENANT(S) AGREE NOT TO DO, OR OMIT TO DO, SOMETHING WHICH MAY RENDER VOID ANY INSURANCE POLICY ON THE PREMISES.

14.5 FIRST NATION DISCLAIMER

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION IS IN NO WAY WHATSOEVER LIABLE, FOR ANY DAMAGE, HOWEVER CAUSED, TO ANY PERSONAL PROPERTY, BELONGINGS TO OR OWNED BY THE TENANT(S), AUTHORIZED OCCUPANTS, GUESTS, OR VISITORS WHILE SUCH PROPERTY IS LOCATED UPON THE PREMISES.

**15. MAINTENANCE AND REPAIRS**

IN ADDITION TO THE SPECIFIC RESPONSIBILITIES DETAILED IN THE INITIALED, SIGNED AND DATED MAINTENANCE AND REPAIR SCHEDULE OF RESPONSIBILITIES, (APPENDIX B AND X) AND SET OUT IN [SECTION 9.4](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE GWA'SALA-'NAKWAXDA'XW FIRST NATION AND TENANTS ARE SUBJECT TO THE FOLLOWING, RESPONSIBILITIES, CONDITIONS AND PROCEDURES, AS SET OUT IN [SECTION 23 AND 24](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

15.1 FIRST NATION COVENANTS

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL:

1) ENSURE THAT ALL MAINTENANCE AND REPAIR WORK OVERSEEN OR CARRIED OUT BY THE HOUSING DEPARTMENT SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NATIONAL BUILDING CODE, FIRST NATION BY-LAWS SPECIFYING BUILDING STANDARDS, AND ANY OTHER BY-LAWS, CODES OR REGULATIONS APPLICABLE TO THE PROJECT.

2) ENSURE THAT ALL REPAIR WORK IS INSPECTED AND APPROVED BY A CERTIFIED INDEPENDANT BUILDING INSPECTOR.

3) KEEP A RECORD OF ALL REPAIRS CARRIED OUT ON A UNIT INCLUDING THE REASON FOR THE REPAIRS, THE DATE OF THE REPAIR WORK, REPAIR ITEMS AND COSTS.

4) NOT HIRE, OR ENGAGE THE SERVICES OF THE TENANT TO PERFORM ANY ALTERATIONS, RENOVATIONS, OR ADDITIONS, TO THE UNIT OCCUPIED BY THE TENANT.

15.2 TENANT COVENANTS

THE TENANT(S) SHALL:

1) NOT BE REIMBURSED FOR ANY COSTS RELATED TO SUCH ROUTINE MAINTENANCE, REPAIRS AND DAY-TO-DAY UPKEEP AS INCLUDED IN THE MAINTENANCE AND REPAIR SCHEDULE OF RESPONSIBILITIES.

2) NOTIFY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION, WITHIN **12** HOURS, OF ANY ACCIDENT, BREAK OR DEFECT IN INTERIOR PLUMBING, HEATING OR ELECTRICAL SYSTEMS, OR IN ANY PART OF THE HOME AND ITS EQUIPMENT IN GENERAL.

3) WHERE A TENANT(S) IS/ARE REQUESTING MAINTENANCE OR REPAIRS, THE TENANT(S) SHALL COMPLETE AND SUBMIT A MAINTENANCE REQUEST TO THE FIRST NATION, WITHIN **1** DAY OF THE REPAIR BECOMING NECESSARY.

4) NOT REMOVE FROM THE UNIT ANY FIXTURES, SINK, BATHTUBS, OR FIRE EXTINGUISHERS.

5) NOT REMOVE ANY APPLIANCES OR *WOODSTOVES* THAT HAVE BEEN PROVIDED BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION.

15.3 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

1) TENANT(S) WISHING TO MAKE ANY ALTERATIONS, ADDITIONS, OR IMPROVEMENTS TO THE PREMISE, MUST SUBMIT A PREMISES IMPROVEMENT REQUEST FORM TO THE HOUSING DEPARTMENT *PRIOR TO WORK COMMENCING,* FOR APPROVAL.

2) ANY ALTERATIONS, ADDITIONS, OR IMPROVEMENTS MADE BY THE TENANT(S) WITHOUT PRIOR APPROVAL FROM THE GWA'SALA-'NAKWAXDA'XW FIRST NATION ARE SUBJECT TO REMOVAL AT THE COST OF THE TENANT, OR, SUCH IMPROVEMENTS ARE OWNED BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION WITHOUT ANY COMPENSATION TO THE TENANT(S).

3) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION IS NOT RESPONSIBLE FOR REPAIRS RELATED TO ANY UNAUTHORIZED ALTERATIONS, ADDITIONS, OR IMPROVEMENTS.

15.4 HAZARDOUS MATERIALS

1) TENANT(S) ARE FULLY RESPONSIBLE AND LIABLE FOR THE PROPER CARE AND STORAGE OF HAZARDOUS MATERIALS WITHIN THEIR HOMES OR YARDS.

2) FLAMMABLE MATERIALS, LIQUIDS AND SOLVENTS SHALL BE PROPERLY STORED IN METAL CONTAINERS, AND KEPT AT LEAST **30** FEET AWAY FROM ANY RESIDENTIAL DWELLINGS.

15.5 EMERGENCY REPAIRS

1) EMERGENCY REPAIRS INCLUDE:

A) ANY ACCIDENT, BREAK OR DEFECT IN INTERIOR PLUMBING, HEATING SYSTEMS, ELECTRICAL SYSTEMS, HARD-WIRED SMOKE DETECTORS, IN ANY PART OF THE HOME; AND

B) ANY ITEM THAT PRESENTS A HAZARD TO THE IMMEDIATE HEALTH OR SAFETY OF THE TENANT(S) OR OCCUPANTS; AND

C) ANY ITEM REQUIRED TO PREVENT THE LOSS OF AN ESSENTIAL SERVICE (POWER, INTERIOR WATER, HEAT).

2) TENANT(S) ARE RESPONSIBLE TO IMMEDIATELY REPORT TO THE HOUSING DEPARTMENT ANY EMERGENCY REPAIRS. WEEKDAYS CONTACT THE HOUSING DEPARTMENT: 250-902-2300, WEEKENDS AND HOLIDAYS CONTACT: *CATHY SWAIN AT 250-230-8191.*

3) ON RECEIPT OF A CALL, THE HOUSING DEPARTMENT SHALL MAKE EVERY REASONABLE EFFORT TO RESPOND TO EMERGENCY REPAIRS WITHIN **2** HOURS OF RECEIVING NOTIFICATION FROM THE TENANT(S).

4) WHERE EMERGENCY REPAIRS ARE CONFIRMED TO BE A RESULT OF WILLFUL DAMAGE OR NEGLECT ON THE PART OF THE TENANT(S), THE HOUSING DEPARTMENT SHALL ISSUE A NOTICE OF TENANT DAMAGE AS SET OUT IN [SECTION 25.3](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

15.6 REPAIRS TO RENTAL UNITS IN ARREARS

WITH THE EXCEPTION OF:

1) EMERGENCY REPAIRS;

2) REPAIRS TO RESPOND TO TENANT OR OCCUPANT SAFETY;

3) REPAIRS TO RESPOND TO TENANT OR OCCUPANT HEALTH (AS SUPPORTED BY A LETTER FROM A CERTIFIED HEALTH PROFESSIONAL); OR

4) REPAIRS MADE AT THE DISCRETION OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION TO PRESERVE THE VALUE OF THE COMMUNITY HOUSING ASSETS.

REPAIRS SHALL BE MADE ONLY FOR TENANT(S) WHO ARE IN GOOD FINANCIAL STANDING WITH THE GWA'SALA-'NAKWAXDA'XW FIRST NATION.

**16. RENTAL UNIT ASSESSMENTS**

16.1 ASSESSMENT TYPES

AS SET OUT IN [SECTION 26](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE HOUSING DEPARTMENT IS RESPONSIBLE TO CARRY OUT THE FOLLOWING RENTAL UNIT ASSESSMENTS:

1) MOVE-IN ASSESSMENT - BEFORE THE TENANT(S) ARE GRANTED OCCUPANCY;

2) ANNUAL RENTAL UNIT ASSESSMENT;

3) MOVE-OUT ASSESSMENT - AT THE END OF THE TENANCY;

4) PET ASSESSMENT - IF THE TENANT(S) START OR STOP KEEPING A PET(S) DURING THE TENANCY;

5) TENANT DAMAGE ASSESSMENT;

6) VANDALISM ASSESSMENT.

16.2 PARTICIPATION

AS SET OUT IN [SECTION 26.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE RIGHT OF THE TENANT(S) OR THE GWA'SALA-'NAKWAXDA'XW FIRST NATION TO CLAIM AGAINST A SECURITY DEPOSIT OR A PET DAMAGE DEPOSIT IS EXTINGUISHED IF THAT PARTY DOES NOT PARTICIPATE IN A RENTAL UNIT ASSESSMENT SET OUT IN [SECTION 26.3 - 26.8](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

**17. VEHICLE AND PARKING**

17.1 PARKING SPACES

THE RENTAL UNIT INCLUDES PARKING SPACES: □ YES □ NO

THE NUMBER OF SPACES INCLUDED IS: **1**

17.2 TENANT(S) COVENANTS:

AS SET OUT IN [SECTION 38](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE TENANT(S) AGREE TO:

1) LIMIT THE NUMBER OF UNINSURED VEHICLES, TRAILERS, BOATS, SNOWMOBILES, ATV, MOTORCYCLES, OR RV'S ON THE PROPERTY AT ANY ONE TIME TO **1**.

2) KEEP THE DRIVEWAY AND WALKWAYS SALTED, SANDED, CLEAR OF SNOW AND SAFE FOR THE PASSAGE OF PEDESTRIANS AND BOTH EMERGENCY AND NON-EMERGENCY VEHICLES; AND

3) BE RESPONSIBLE FOR ALL REPAIR, REPLACEMENT AND MAINTENANCE COSTS RELATED TO ANY DAMAGE CAUSED BY DRIVING OR PARKING VEHICLES ON ANY PORTION OF THE PREMISES.

**18. TRANSFER AND RELOCATION OF TENANT(S)**

AS SET OUT IN [SECTION 27](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY:

1) IN CASES WHERE A UNIT HOUSHOLD IS OVER-HOUSED (FEWER OCCUPANTS THAN THE NUMBER OF REQUIRED BEDROOMS) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION WILL TRANSFER THE TENANT(S) AND OCCUPANTS TO A REPLACEMENT UNIT WHEN ONE BECOMES AVAILABLE;

2) IN CASES WHERE A UNIT HOUSEHOLD IS UNDER-HOUSED THE GWA'SALA-'NAKWAXDA'XW FIRST NATION WILL TRANSFER THE TENANT(S) AND OCCUPANTS TO A REPLACEMENT UNIT WHEN ONE BECOMES AVAILABLE. IN ORDER TO BE ELIGIBLE FOR TRANSFER TO A LARGER RENTAL UNIT, THE UNDER-HOUSED CONDITION MUST BE A RESULT OF CHILDREN BEING ADDED TO THE FAMILY AND NOT BASED ON ADDITIONAL OCCUPANTS MOVING INTO THE UNIT.

3) THE HOUSING DEPARTMENT MAY TRANSFER TENANT(S) FOR EMERGENCY, HEALTH OR SAFETY REASONS; AND

4) EXISTING TENANT(S) WHO ARE NEITHER UNDER-HOUSED NOR OVER-HOUSED AND WISH TO TRANSFER TO AN ALTERNATE RENTAL UNIT SHALL BE CONSIDERED EQUALLY WITH ALL OTHER APPLICATIONS AND ALL ELIGIBILITY CRITERIA SET OUT IN [SECTION 7 AND 8](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

**19. VACATING RENTAL UNITS**

TENANT(S) MAY VACATE THE PREMISES FOR A TEMPORARY OR INDEFINITE ABSENCE, AS SET OUT IN SECTION 28 OF THE RENTAL HOUSING POLICY.

**20. DISTURBING THE PEACE**

DISTURBING THE PEACE OCCURS WHEN A PERSON ENGAGES IN SOME FORM OF DISORDERLY CONDUCT, SUCH AS FIGHTING OR THREATENING TO FIGHT IN PUBLIC OR CAUSING EXCESSIVELY LOUD NOISE BY SHOUTING, PLAYING LOUD MUSIC OR OTHER MEANS.

WHEN A PERSON'S WORDS OR CONDUCT JEOPARDIZES THE RIGHT OF NEIGHBOURING TENANT(S), OCCUPANTS AND HOME OWNERS TO THE QUIET ENJOYMENT OF THEIR DWELLING, THAT PERSON IS DISTURBING THE PEACE.

AS SET OUT IN [SECTION 31](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY:

1) TENANT(S) SHALL KEEP NOISE TO A MINIMUM BETWEEN 10:00 P.M. AND 7:00 AM.

2) DISTURBING THE PEACE WILL BE DEEMED TO HAVE OCCURRED, AND A DISTURBING THE PEACE WARNING ISSUED, IF A POLICE INCIDENT REPORT HAS BEEN FILED.

20.1 TERMINATION OF TENANCY FOR DISTURBING THE PEACE

EXCEEDING 3 DISTURBING THE PEACE WARNINGS SHALL BE GROUNDS FOR EVICTION, AS SET OUT IN [SECTION 31.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

**21. MATRIMONIAL REAL PROPERTY**

AS SET OUT IN [SECTION 17](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, IN THE EVENT OF MARITAL BREAKDOWN OR DOMESTIC DISPUTE, THIS AGREEMENT SHALL BE REASSIGNED IN ACCORDANCE WITH:

□ A) THE MATRIMONIAL REAL PROPERTY LAW ENACTED BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION.

IN THE CASE OF PROTECTIVE ORDERS ISSUED IN THE CASE OF DOMESTIC VIOLENCE, THE TRANSFER OF THIS AGREEMENT WILL, AS A PRIORITY AND IN ACCORDANCE WITH THE LAWS OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION, BE ISSUED IN THE INTEREST OF THE GUARDIAN OF ANY DEPENDANT CHILDREN RESIDING IN THE UNIT, WHETHER OR NOT THEY ARE INCLUDED IN THE GWA'SALA-'NAKWAXDA'XW FIRST NATION BAND LIST.

□ B) THE PROVISIONAL FEDERAL RULES AS SET OUT IN SECTION 12-52 OF THE FAMILY HOMES ON RESERVES AND MATRIMONIAL INTERESTS OR RIGHTS ACT.

**22. USE OF THE PREMISES**

22.1 PRIMARY USE OF THE PREMISES

THE PREMISES ARE INTENDED TO BE USED PRIMARILY AS A RESIDENTIAL DWELLING BY THE TENANT(S) AND AUTHORIZED OCCUPANTS LISTED IN THIS AGREEMENT.

22.2 HOME-BASED BUSINESS

HOME-BASED BUSINESS USE OF THE PREMISES PERMITTED: □ YES □ NO

IF PERMITTED, THE APPROVAL OF HOME-BASED BUSINESS USE OF THE PREMISES IS SUBJECT TO THE PROCEDURES, TERMS AND CONDITIONS SET OUT IN [SECTION 19.2 AND 19.3](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

**23. KEYS AND LOCKS**

AS SET OUT IN [SECTION 32](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY:

1) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL RETAIN A COPY OF THE KEYS FOR EACH RENTAL UNIT.

2) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL NOT CHANGE THE LOCKS OR OTHER MEANS OF ACCESS TO THE PREMISES UNLESS:

A) THE TENANT(S) AGREE AND ARE GIVEN NEW KEYS; OR

B) THE TENANT(S) HAVE BEEN EVICTED

3) THE TENANT(S) SHALL NOT CHANGE THE LOCKS OR OTHER MEANS OF ACCESS TO THE PREMISES WITHOUT:

A) THE WRITTEN CONSENT OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION;

B) PROVIDING THE GWA'SALA-'NAKWAXDA'XW FIRST NATION WITH A COPY OF THE NEW KEYS.

**24. FIRST NATION RIGHT OF ENTRY**

24.1 AUTHORITY OF THE FIRST NATION TO ENTER THE PREMISES

AS SET OUT IN [SECTION 33](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THE LANDLORD AND TENANT RELATIONSHIP CREATED BY THIS AGREEMENT PROVIDED AUTHORITY FOR THE REPRESENTATIVE OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION TO ENTER THE PREMISES TO EXAMINE THE CONDITION OF THE RENTAL UNIT.

24.2 FIRST NATION ACCESS AND ENTRY OF THE LAND

AS SET OUT IN [SECTION 34](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY:

1) NOTHING SHALL IMPEDE THE GWA'SALA-'NAKWAXDA'XW FIRST NATION FROM ENTERING THE PROPERTY (LAND ONLY) FOR THE PURPOSES OF ASSESSMENT WITHOUT NOTICE.

2) NOTHING SHALL IMPEDE THE GWA'SALA-'NAKWAXDA'XW FIRST NATION OR CONTRACTORS OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION TO ACCESS THE PROPERTY (LAND ONLY) FOR THE PURPOSE OF INSTALLING ANY PUBLIC UTILITY OR ROAD.

3) NOTHING IMPEDES THE RIGHT OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION TO SURRENDER, DESIGNATE OR OTHERWISE DEAL WITH ALL OR PART OF ANY LAND AT THE EXPIRATION OF THIS AGREEMENT OR UNTIL SUCH TIME AS THIS AGREEMENT IS TERMINATED BY AN ACT OR OMISSION OF THE TENANT(S).

**25. ILLEGAL AND UNLAWFUL ACTIVITY**

25.1 ILLEGAL AND UNLAWFUL ACTIVITIES

ACTIVITIES THAT ARE EXPRESSLY OR IMPLICITLY PROHIBITED BY ANY LAW OF THE GWA'SALA- 'NAKWAXDA'XW FIRST NATION OR ANY LAW OF GENERAL APPLICATION THAT APPLIES ON- RESERVE ARE CONSIDERED TO BE ILLEGAL AND UNLAWFUL. SUCH ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO:

1) THE PRODUCTION, CONSUMPTION AND.OR TRAFFICKING OF DRUGS;

2) ACTIVITY RELATED TO GANGS AND ORGANIZED CRIME;

3) THE POSSESSION, USE AND/OR SELLING OF UNREGISTERED OR ILLEGAL FIREARMS;

4) UTTERING THREATS;

5) VERBAL, PHYSICAL OR SEXUAL ABUSE;

6) BOOTLEGGING;

7) USE OF THE RESIDENCE FOR THE CONSUMPTION OF ILLEGAL DRUGS (CRACK HOUSE);

8) PRODUCTIONS OR DISTRIBUTION OF CHILD PORNOGRAPHY; AND

9) POSSESSION OR TRAFFICKING OF ILLEGAL CIGARETTES.

25.2 TERMINATION OF TENANCY DUE TO ILLEGAL OR UNLAWFUL ACTIVITY ON THE PREMISES

AS SET OUT IN [SECTION 31.2.1 AND 31.2.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, WHERE ILLEGAL AND UNLAWFUL ACTIVITY HAS OCCURRED AND THE RENTAL PREMISES, THIS SHALL BE GROUNDS FOR EVICTION.

**26. DISPUTE RESOLUTION**

AS SET OUT IN [SECTION 16](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY, THREE (3) STEPS FOR DISPUTE RESOLUTION ARE AVAILABLE:

1) MEETING WITH AN AUTHORIZED REPRESENTATIVE OF THE HOUSING DEPARTMENT;

2) GWA'SALA-'NAKWAXDA'XW FIRST NATION APPEALS AND REDRESS PROCEDURES; AND

3) CANADIAN HUMAN RIGHTS COMMISSION.

**27. TERMINATION OF THE TENANCY AND EVICTIONS**

27.1 TERMINATION BY THE TENANT(S)

TENANT(S) MAY END THE TENANCY, AS SET OUT IN [SECTION 14.1](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

27.2 TERMINATION AND EVICTION BY THE GWA'SALA-'NAKWAXDA'XW FIRST NATION

1) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION MAY ISSUE AN NOTICE OF EVICTION FOR ANY OF THE CAUSES SET OUT IN [SECTION 14.3](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY; OR

2) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION MAY ISSUE A NOTICE OF DEFAULT FOR ANY OF THE CAUSES SET OUT IN [SECTION 14.4](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY.

**28. ADDITONAL TERMS**

IF THERE ARE ANY ADDITIONAL TERMS, ENTER THEM HERE.

**29. FIRST NATION COVENANTS**

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION AGREES:

1) THAT THE TENANT(S) ARE ENTITLED TO QUIET ENJOYMENT, REASONABLE PRIVACY, FREEDOM FROM UNREASONABLE DISTURBANCE, AND EXCLUSIVE USE OF THE PREMISES, FOR THE DURATION OF THIS AGREEMENT;

2) TO ADHERE TO THE PRINCIPLES OF PROGRAM ADMINISTRATION SET OUT IN [SECTION 3.6](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY; AND

3) TO ENSURE THAT THE TENANT(S) IS/ARE PROVIDED WITH COPIES OF THIS SIGNED AND DATED AGREEMENT, THE RENTAL HOUSING POLICY AND ALL APPLICABLE ACTS, BY-LAWS, STANDARDS, CODES, RULES OR REGULATIONS.

**30. TENANT(S) COVENANTS**

HAVING REVIEWED, ACKNOWLEDGED AND BEEN PROVIDED DUPLICATE COPIES OF THE:

* RENTAL HOUSING POLICY
* MAINTENANCE AND REPAIR SCHEDULE OF RESPONSIBILITIES;
* OCCUPANT COVENANTS;
* ALL APPLICABLE ACTS, BY-LAWS, STANDARDS, CODES, RULE OR REGULATIONS; AND
* THIS RESIDENTIAL TENANCY AGREEMENT.

I/WE, THE TENANT(S) UNDERSTAND AND AGREE:

1) TO PARTICIPATE IN THE RENTAL UNIT ASSESSMENTS AS SET OUT IN [SECTION 26.2](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY;

2) TO PARTICIPATE IN THE ANNUAL TENANCY RENEWAL MEETINGS, AS SET OUT IN [SECTION 11.1](file:///C:\Users\cathy.swain\Documents\Policies%20and%20Agreements%20-%202019\HOUSING%20POLICY%20(5).docx) OF THE RENTAL HOUSING POLICY;

3) TO ABIDE BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND RECOGNIZE THE AUTHORITY OF THE RENTAL HOUSING POLICY AND THOSE ACTS, BY-LAWS, STANDARDS, CODES, RULES OR REGULATIONS ADOPTED BY THE POLICY; AND

4) THAT THIS AGREEMENT CREATES A LANDLORD AND TENANT RELATIONSHIP AND CONFERS NO RIGHTS OF OWNERSHIP WHATSOEVER, WHETHER LAND, STRUCTURES, UTILITIES OR IMPROVEMENTS.

**31. ACCEPTANCE**

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION AND THE TENAN(S) HAVE REVIEWED AND ACCEPTED THE TERMS OF THIS AGREEMENT, SIGNED ON THIS \_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

D M Y

TENANT 1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TENANT 2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOUSING ADMINISTRATOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BAND ADMINISTRATOR: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPENDIX A**

**OCCUPANT COVENANTS**

GWA'SALA-'NAKWAXDA'XW FIRST NATION

OCCUPANT COVENANTS

AS AUTHORIZED OCCUPANTS LISTED ON THE 201\_\_\_ - 201\_\_\_ RESIDENTIAL TENANCY AGREEMENT FOR THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTAL HOUSING UNIT DESCRIBED AS:

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| UNIT NUMBER | STREET ADDRESS | POSTAL CODE | LOT NUMBER |

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THE RESIDENTIAL TENANCY AGREEMENT, RENTAL HOUSING POLICY, AND THOSE ACT,BY-LAWS, STANDARDS, CODES, RULES OR REGULATIONS ADOPTED BY THE POLICY.

I UNDERSTAND THAT:

1) MY FAILURE TO ABIDE BY THE TERMS AND CONDITIONS CAN RESULT IN ALL TENANTS AND OCCUPANTS BEING EVICTED FROM THE PREMISSES; AND

2) I WILL BE HELD FINANCIALLY RESPONSIBLE TO PAY REPAIR COSTS (LABOUR AND MATERIALS) FOR ANY TENANT DAMAGE I MAY CAUSE TO THE RENTAL PROPERTY, UNIT OR FIXTURES.

SINCERELY SIGNED AND DATED,

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

PRINT NAME SIGNATURE DATE

**APPENDIX B**

**MAINTENANCE AND REPAIRS**

**SCHEDULE OF RESPONSIBILITIES**

**SINGLE FAMILY DWELLINGS**

**MAINTENANCE AND REPAIR SCHEDULE OF RESPONSIBILITIES**

**SINGLE FAMILY DWELLING ON-RESERVE RENTAL UNIT**

**SECTION 1 - THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RESPONSIBILITIES**

1) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL CARRY OUT REPAIRS AND MAINTENANCE TO COMPONENTS OF THE UNIT AND PROPERTY INCLUDING:

A) MAJOR STRUCTURAL BUILDING COMPONENTS (E.G. ROOF, EXTERIOR WALL FINISHES, EXTERIOR DOORS AND WINDOWS (UNLESS STATED OTHERWISE), AND BUILDING FOUNDATION); AND

B) MAJOR INFRASTRUCTURE SERVICES (E.G. HEATING SYSTEM, CHIMNEY, HOT WATER TANK, SEWAGE, AND RELATED EQUIPMENT, WATER); AND

C) BASIC FACILITIES AND EQUIPMENT (STOVES, REFRIGERATORS, WASHERS, DRYERS AND WOODSTOVES (IF FUNDS ARE AVAILABLE) AND WHERE OTHER SUCH EQUIPMENT WAS PROVIDED AT MOVE-IN.

2) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION IS RESPONSIBLE TO CARRY OUT MAINTENANCE AND REPAIRS TO THE BUILDING STRUCTURE AND SYSTEMS INCLUDING HEAT, ELECTRICAL AND INTERIOR PLUMBING WHERE:

A) THE MAINTENANCE OR REPAIR IS REQUIRED ON A COMPONENT THAT IS ORIGINAL TO THE HOME AT THE TIME OF OCCUPANCY; AND/OR

B) THE COMPONENT HAS REACHED THE END OF ITS SERVICEABLE LIFE; AND/OR

C) THE MAINTENANCE OR REPAIR IS CONFIRMED TO BE RELATED TO NORMAL WEAR AND TEAR; AND/OR

D) THE MAINTENANCE OR REPAIR IS REQUIRED AS A RESULT OF IMPROPER CONSTRUCTION OR INSTALLATION.

3) THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL:

A) MAINTAIN THE BUILDING AND PROPERTY TO THE MINIMUM REQUIREMENTS FOR THE HOUSING THAT ARE RELATED TO PUBLIC HEALTH AS DEFINED IN THE XX PUBLIC HEALTH STANDARDS, AND STRUCTURAL EFFICIENCY AS DEFINED IN THE XX BUILDING CODE; AND

B) COORDINATE, OVERSEE, AND KEEP PROPER RECORDS OF ALL REPAIRS; AND

C) SUPPLY EACH HOUSING UNIT WITH A FIRE EXTINGUISHER AND SMOKE DETECTOR; AND

D) COMPLETE AN ANNUAL UNIT ASSESSMENT.

4) WITH THE EXCEPTION OF EMERGENCY REPAIRS OR REPAIRS TO RESPOND TO SAFETY OR TENANT HEALTH (AS SUPPORTED BY A LETTER FROM A CERTIFIED HEALTH PROFESSIONAL), REPAIRS SHALL BE MADE ONLY FOR A TENANT WHOSE ACCOUNT IS NOT IN ARREARS.

**SECTION 2 - TENANT(S) RESPONSIBILITIES**

THE TENANT(S) IS/ARE RESPONSIBLE FOR MAINTAINING AND KEEPING THE UNIT AND PROPERTY IN GOOD REPAIR AT ALL TIMES, FAILURE TO DO SO CAN RESULT IN THE TERMINATION OF THE RESIDENTIAL TENANCY AGREEMENT AND FOR UNRESOLVED TENANT DAMAGE(DUE TO NEGLECT) AS SET OUT IN SECTION 24.5 OF THE RENTAL HOUSING POLIKCY.

TENANT(S) ARE RESPONSIBLE FOR ASPECTS OF ROUTINE MAINTENANCE, INCLUDING BUT NOT LIMITED TO:

1) IMMEDIATELY NOTIFYING THE HOUSING DEPARTMENT OF ANY:

A) EMERGENCY REPAIRS;

B) TENANT DAMAGE; AND/OR

C) VANDALISM

2) DAILY UPKEEP OF THE HOUSING UNIT'S INTERIOR AND EXTERIOR;

3) MAINTAINING THE OUTSIDE PROPERTY INCLUDING LAWN CUTTING, SHRUBBERY, PLANTS, WINDOW WASHING AND YARD CLEANUP;

4) KEEPING THE UNIT AND PROPERTY FREE FROM GARBAGE, DEBRIS AND UNSIGHTLY ITEMS, INCLUDING UNINSURED VEHICLES, CAR/TRUCK PARTS, AND OTHER EQUIPMENT;

5) PREVENTATIVE MAINTENANCE REQUIRED TO UPKEEP THE HOME, INCLUDING ALL MINOR REPAIRS/ITEMS OF ROUTINE MAINTENANCE AND THEIR ASSOCIATED COSTS, AS DETAILED IN THE SCHEDULE OF MAINTENANCE AND REPAIR RESPONSIBILITIES.

6) CONTACTING THE GWA'SALA-'NAKWAXDA'XW FIRST NATION IMMEDIATELY (WITHIN 1 HOUR) IF PROBLEM ARISES INVOLVING REPAIRS OR SERVICES THAT ARE THE RESPONSIBLITIY OF THE GWA'SALA-'NAKWAXDA'XW FIRST NATION;

7) REGULARLY CHECKING THE HOUSE FOR SAFETY HAZARDS SUCH AS LOOSE HANDRAILS AND FIRE HAZARDS;

8) ENSURING THAT ALL FIRE EXTINGUISHERS AND SMOKE DETECTORS ARE IN WORKING ORDER AT ALL TIMES;

9) BEING AWARE THAT THE GWA'SALA-'NAKWAXDA'XW FIRST NATION DOES NOT PROVIDE CONTENTS INSURANCE AND CONSIDER OBTAINING AND PAYING THE COST OF CONTENTS INSURANCE (TENANT INSURANCE) FOR PERSONAL BELONGINGS IN THE UNIT; AND

10) COMPLETING REPAIRS REQUIRED AS A RESULT OF NEGLECT OR WILLFUL DAMAGE CAUSED BY THE TENANT(S) OR AUTHORIZED OCCUPANTS, AND/OR GUESTS OR PET(S).

**SECTION 3 - MAINTENANCE AND REPAIR RESPONSIBILITIES**

THE GWA'SALA-'NAKWAXDA'XW FIRST NATION SHALL NOT REIMBURSE TENANT(S) FOR THE COST OF SUPPLIES RELATED TO THEIR REPAIR AND MAINTENANCE RESPONSIBILITIES NOTED BELOW

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| SCHEDULE OF MAINTENANCE AND REPAIR RESPONSIBILITIES | | |
| ITEM | TENANT(S) RESPONSIBILITIES | FIRST NATION RESPONSIBILITIES |
| APPLIANCES  (SUPPLIED BY THE TENANT) | * KEEP CLEAN AND IN GOOD WORKING ORDER * DRYERS - CLEAN DRYER FILTER EVERY USE. | N/A |
| BASEMENT | * MAINTAIN FLOORS AND KEEP DRY. * KEEP DRAINS CLEAR OF DEBRIS. | * REPAIR CRACKS IN BASEMENT OR FOUNDATION WHERE THERE ARE CONCERNS REGARDING STRUCTURAL STABILITY. * REPAIR CRACKS IN THE FOUNDATION WALLS. * REPAIR GYPROC, SUBFLOORS, PAINT. |
| CHIMNEY AND  WOODSTOVES | * KEEP CLEAR OF DEBRIS. * CLEAN INSIDE WHEN NEEDED. * CLEAN CHIMNEYS AT LEAST ONCE EVERY 3 MONTHS | * INSPECT ANNUALLY * ANNUALLY INSPECT THE CHIMNEY CAP AND CAULKING BETWEEN THE CAP AND THE CHIMNEY. |
| CLOSET DOORS | * REPAIR DAMAGE TO CLOSET DOORS. | * REPAIR/REPLACE WHERE THE COMPONENT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| DOORS AND DOOR FIXTURES | * REPAIR DAMAGE TO DOORS, DOORKNOBS, AND LOCKING DEVICES. | * REPAIR/REPLACE WHERE THE COMPONENT HAS REACHED ITS SERVICEABLE LIFE. * REPLACE LOCKS FOR NEW TENANTS. |
| DRIVEWAY, WALKWAYS, HALLWAYS AND EXITS | * KEEP THE DRIVEWAY AND EXTERIOR WALKWAYS SALTED, SANDED, CLEAR OF SNOW AND SAFE FOR THE PASSAGE OF PEDESTRIANS AND BOTH EMERGENCY AND NON-EMERGENCY VEHICLES. * KEEP HALLWAYS AND EXITS CLEAR. | N/A |
| ELECTRICAL AND LIGHTING | * REPLACE LIGHT BULBS AND MAINTAIN LIGHTING FIXTURES IN A CLEAN CONDITION. * IMMEDIATELY REPORT TO THE HOUSING DEPARTMENT PROBLEMS WITH ELECTRICAL CIRCUITS, PANEL BOX, OR BREAKERS. | * REPAIR/REPLACE WHERE THERE IS AN ACCIDENT, BREAK OR DEFECT IN THE ELECTRICAL SYSTEM OR WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| FANS, STOVE AND BATHROOM | * KEEP CLEAN, REPLACE FILTERS. * MUST BE PROPERLY OPERATED DURING PERIODS OF COOKING, SHOWERING/BATHING | * REPAIR/REPLACE WHEN A COMPONENT HAS REACHED ITS SERVICEABLE LIFE. |
| FIRE EXTINGUISHERS | * KEEP CLEAN AND IN AN AREA THAT IS EASILY ACCESSIBLE | * CHECK GAUGE ON ALL FIRE EXTINGUISHERS ANNUALLY. * RECHARGE OR REPLACE WHERE REQUIRED |
| FLOORING | * MAINTAIN FLOORS AND KEEP CLEAN | * REPAIR/REPLACE ONLY WHERE THERE IS THREAT TO THE HEALTH/SAFETY OF THE TENANT OR WHERE FLOORING HAS REACHED THE END OF ITS SERVICEABLE LIFE. * CARPETING DEEMED TO HAVE REACHED THE END OF ITS SERVICEABLE LIFE SHALL BE REPLACED WITH HARD SURFACE FLOORING. |
| GUTTERS | * CLEAN WHEN THE RAIN DOES NOT RUN DOWN THE SPOUTS AND IS FULL OF DEBRIS. * CLEAN ANNUALLY. | * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| BASEBOARD HEATERS AND WALL HEATERS | * KEEP THE CLEAR OF BEDS, DRESSERS, LAUNDRY BASKETS, CLOTHES ETC. * CLEAN THEM FROM DUST AND DIRT WEEKLY | * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| HOT WATER TANKS | * KEEP THEM CLEAR OF DEBRIS AND ENSURE EASY ACCESS FOR TECHNICIANS. | * FLUSH AND CLEAN ANNUALLY. * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| KEYS | * REPLACE KEYS IF LOST OR DAMAGED * TENANT IS NOT TO CHANGE THE LOCK UNLESS THEY PROVIDE A KEY TO THE HOUSING OFFICE. | * PROVIDE KEYS AS REQUIRED AT MOVE-IN |
| PAINT | * REPAIR PAINT WHERE DAMAGE CAUSED BY TENANT, THEIR GUESTS, OR PETS | * PAINTING AS NEEDED TO SERVICE NORMAL WEAR AND TEAR. |
| PLUMBING, PLUMBING FIXTURES, SINKS, TUBS, SHOWERS | * KEEP ALL FIXTURES, SINKS, TAPS, DRAINS, VENTS, WATER PIPES, TOILETS, AND TANKS IN GOOD WORKING ORDER. * REPAIR /REPLACE DAMAGED TOILET FIXTURES, SINK AND TUB/SHOWER TAPS. | * REPAIR/REPLACE WHERE THERE IS A BREAK OR DEFECT IN THE INTERIOR PLUMBING OR WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| ROOFING (STRUCTURE, SHINGLES, FLASHING) | * KEEP ROOF CLEAR OF DEBRIS | * INSPECT ANNUALLY * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| SIDING | * DO NOT STORE ITEMS AGAINST SIDING. * REPAIR DAMAGE RELATED TO ITEMS PLACED AGAINST THE SIDING. | * INSPECT ANNUALLY * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| SMOKE DETECTORS | * CHECK MONTHLY TO ENSURE OPERATIONAL AND REPLACE BATTERIES WHEN REQUIRED. * NOTIFY THE HOUSING DEPARTMENT IMMEDIATELY IF DETECTOR SEEMS TO NEED REPAIR OR BE REPLACED. | * CLEAN, INSPECT AND TEST ANNUALLY TO ENSURE OPERATIONAL, REPLACE AS REQUIRED. * REPLACE BATTERIES ANNUALLY. |
| VENTS | * KEEP CLEAN AND CLEAR OF DEBRIS. | * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| WALLS | * KEEP INTERIOR WALLS AND CEILING CLEAN AT ALL TIMES * REPAIR HOLES OR DAMAGED DRYWALL IMMEDIATELY. | N/A |
| WINDOWS AND SCREENS | * KEEP CLEAN AND IN WORKING ORDER * REPAIR/REPLACE DAMAGED WINDOW LATCH/SCREENS | * REPAIR/REPLACE WHERE IT HAS REACHED THE END OF ITS SERVICEABLE LIFE. |
| YARDS | * KEEP CLEAN AND CLEAR OF DEBRIS/GARBAGE. * CUT THE GRASS WHEN NEEDED * REMOVAL OF SNOW FROM WALKWAYS AND DRIVEWAYS. | N/A |

**SECTION 4 - TENANT RESPONSIBILITIES SEASONAL CHECKLISTS**

**FALL CHECKLIST**

* EVERY MONTH, CHECK THAT THE SMOKE DETECTORS ARE FUNCTIONING PROPERLY.
* CHECK AND CLEAN RANGE HOOD FILTERS
* VACUUM ELECTRIC BASEBOARD AND WALL HEATERS TO REMOVE DUST, WHERE APPLICABLE.
* ENSURE ALL DOORS TO THE OUTSIDE CLOSE TIGHTLY.
* ENSURE WINDOWS CLOSE TIGHTLY
* CHECK CHIMNEY FOR OBSTRUCTION AND CLEAN
* DRAIN AND STORE OUTDOOR HOSES. CLOSE THE VALVE TO OUTDOOR HOSE CONNECTION AND DRAIN THE HOSE BIB (EXTERIOR FAUCET) UNLESS THE HOUSE HAS FROST PROOF HOSE BIBS.
* CHECK THE FIRE ESCAPE ROUTE AND SECURITY AROUND THE HOME.

**WINTER CHECKLIST**

* ENSURE AIR VENTS INDOOR AND OUTDOOR (INTAKE, EXHAUST AND FORCED AIR) ARE NOT BLOCKED BY SNOW OR DEBRIS.
* CHECK AND CLEAN THE KITCHEN STOVE RANGE HOOD FILTER
* VACUUM BATHROOM FAN GRILLE, RADIATOR GRILLES ON THE BACK OF REFRIGERATORS, EMPTY AND CLEAN DRIP TRAYS.
* MONITOR THE HOME FOR EXCESSIVE MOISTURE LEVELS, (E.G. CONDENSATION ON THE WINDOWS) NOTIFY THE HOUSING DEPT.
* CHECK ALL FAUCETS FOR SIGNS OF DRIPPING AND CHANGE WASHERS AS NEEDED.
* IF YOU HAVE PLUMBING FIXTURES THAT YOU DO NOT USE FREQUENTLY, SUCH AS A LAUNDRY TUB, OR SPARE BATHROOM SINK, RUN SOME WATER BREIFLY TO KEEP WATER INTHE TRAP.
* CLEAN DRAINS IN SINKS, BATHTUBS, AND SHOWER STALLS.
* CHECK ELECTRICAL CORDS, PLUGS, AND OUTLETS FOR ALL INDOOR AND OUTDOOR SEASONAL LIGHTS TO ENSURE FIRE SAFETY. IF WORN REPLACE IMMEDIATELY.