



**MOUNT CURRIE BAND COUNCIL**

**RENTAL HOUSING AGREEMENT**

BETWEEN

**MOUNT CURRIE BAND COUNCIL HOUSING BOARD  
(HOUSING)**

OF THE FIRST PART

AND

\_\_\_\_\_  
(TENANT/S)

\_\_\_\_\_  
ADDRESS

**P.O. Box      Mount Currie, BC, V0N 2K0**  
**MAILING ADDRESS**

OF THE SECOND PART

**WHEREAS:**

- A. The Mount Currie Band Council Housing Board (“Housing”) is responsible for the operation of Band Rental Housing on the First Nation reserve lands; and
- B. Housing has the legal possession of the premises hereinafter described; and
- C. Housing has agreed that the Tenant may occupy the premises on the Terms and Conditions as set out in this agreement.

**WITNESS THAT:** For and in consideration of the rents, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

**1. DEFINITIONS**

- Band Member means a person is registered on the Band list of the Mount Currie Band Council ("MCBC").
- Good Financial Standing means that an individual does not have any arrears to the Mount Currie Band or Mount Currie Housing Department.
- Housing Coordinator means a person hired by MCBC to work in the administration of the MCBC Housing Department under the authority of the Housing
- Tenant means a person renting a dwelling from MCB Housing.

**2. PREMISES**

Housing leases to the Tenant for use and occupation as a residential dwelling the Premises known as:

Lot # \_\_\_\_\_; House # \_\_\_\_\_

No. of Bedrooms \_\_\_\_\_ Type: Single Family \_\_\_\_\_ Multi Family \_\_\_\_\_ Trailer \_\_\_\_\_

**3. OCCUPANTS**

Only the following individuals are allowed to occupy the premises on a permanent basis (continual residence for a period of 21 or more days).

NAME	AGE	SEX	RELATIONSHIP

If the Tenant allows individuals that are not listed above to occupy the Premises on a permanent basis without the approval of Housing, the Tenant will be in Default of this Agreement.

**4. TERM**

- 4.1 This Agreement shall begin on the 1st day of April, 201\_\_\_ and shall terminate on the 31st day of March, 201\_\_\_; or shall terminate in accordance with Paragraphs 4.2, 4.3, 4.4 or 4.5.
- 4.2 This Agreement shall renew annually subject to the review and approval of the Housing Coordinator.
- 4.3 This Tenant may terminate this agreement by giving 30 days written notice.
- 4.4 This agreement may be terminated at any time by mutual written consent between the Parties.
- 4.5 This agreement may be terminated, as set out in Sections 9, 10, 11 & 12.

**5. RENT**

5.1 Amount of Rent

5.1.1 Tenants who are Income Earners (Non-SA Recipients)

The Tenant will pay Housing \$\_\_\_\_\_ per month.

5.1.2 Tenants Who are Social Development Basic Needs Recipients

The Tenant will pay Housing the lesser of:

(a) \$\_\_\_\_\_ per month; or

(b) The maximum shelter allowance applicable, less utilities (telephone (basic service), hydro and fuel), where the total allowance for utilities shall not exceed \$\_\_\_\_\_ per month. The Tenant agrees to cover utility costs over the maximum allowance with funds from other Basic Needs allowances.

5.2 The Tenant shall pay the rent on the first day of the month for which the rent is applied.

5.3 The Tenant shall pay the rent at the Band Office, or other place as directed by Housing.

5.4 The rent shall be in the form of cash, money order, cheque, bank interac or direct deposit (as evidenced by receipt – bank receipts for bank interac or direct deposit bring in within 5 business days). Tenants, who are MCBC employees, or employees of MCBC corporations or businesses, agree to have the rent payments deducted from bi-weekly pay cheque or direct deposits in an amount of 50% of the rent, with a maximum of two deductions per month.

5.5 Loss of employment – Lack of employment from (job-layoffs) (pending i.e.) (part-time Employment) the tenant will – if needed request financial assistance from the Social Development Department.

5.6 The tenants who are employed by the MCBC, MCBC organizations and corporations and have rental arrears will be garnisheed 30% of gross per pay period, until balance is paid, at which point they will have rent payments deducted going forward, in accordance with section 5.4 of this Agreement

5.7 Tenants that are employed by other organizations, corporations and businesses.

I am currently employed by \_\_\_\_\_  
Employer's name

\_\_\_\_\_  
Address Phone #  
I, \_\_\_\_\_ agree to be garnisheed at 30 % of gross pay, per pay period.  
Name

5.8 Housing may adjust the rental rate annually for a period of no less than 12 months.  
Then payment plan for monthly rent as set by 5. 1.2

5.9 A damage deposit of \$500.00 is to be paid to Housing prior to move in. At the termination of the tenancy any repairs or cleaning costs will be deducted from the damage deposit, if the balance is greater, the Tenant will be responsible.

## 6. RESPONSIBILITIES OF HOUSING

### 6.1 Insurance

Housing will place insurance on all houses covering:

- (a) Loss or damage by fire, storm, or other specified cause;
- (b) Third party general liability insurance to a maximum of \$1,000,000;
- (c) Insurance against loss on contents to a maximum of \$5000.00 for appliances only.

### 6.2 Services

Housing will pay the monthly service charges for water, sewer, garbage and any other municipal-type service charges.

### 6.3 Maintenance

Housing will provide the following comprehensive maintenance services. (Unless 7.3 applies)

1. Inspection and general service of furnaces and other heating devices;
2. Inspection and general service of hot water tanks including element replacement, and replacement of the complete tank unit where required;
3. Complete service of all plumbing, including replacement of fixtures where required; except where the failure of fixtures and plumbing is a result of house freeze-up, and covered by insurance;
4. Repair of electrical as required;
5. Repair and replacement of glass as necessary;
6. Repair and replacement of doors;
7. Repair of interior and exterior walls;
8. Repair of ceilings and floors;

9. Repair of eaves trough, if applicable
10. Repairs of the roof;
11. Repair and replacement of listed appliances, as required;
  1. Fridge
  2. Range
  3. Washer
  4. Dryer
  5. Woodstove
12. Any other maintenance deemed reasonable by the Housing Coordinator.

6.4 Exclusions from Maintenance

The following is excluded from the maintenance service:

- (a) Maintenance of grounds and walks.
- (b) Simple household repairs like changing light bulbs and fuses.
- (c) Damage caused by preventable mold issues, rodents, household pets and uncleanliness

6.5 Inspections

Housing will inspect the Premises as required, but at least once annually.

6.6 Home Operations Manual

Housing will provide the Tenant with a Home Operations Manual. The manual will provide the Tenant with a knowledge and understanding of the basic systems in the house; how to identify simple problems; and how to respond to emergency situations.

**7. DAMAGE CAUSED BY VANDALISM OR WILLFUL DAMAGE**

7.1 Damage Caused by Vandalism will be repaired:

Where the act of vandalism is reported to Housing and the Stl'atl'imx Nation Tribal Police and/or the RCMP, within 24 hours of its occurrence, or notice of occurrence; and where the subsequent investigation does not result in an association of liability with the Tenant, or guests of the Tenant; the judgment of which association rests with Housing; Tenant will submit police report to the Housing Board.

Housing will undertake the repair of the damage and will pay the insurance deductible, if applicable.

7.2 Where the Tenant is Liable for Damage Caused by Vandalism

Where the Tenant, or guests of the Tenant, are found to be liable for the vandalism damage, the Tenant will be responsible for the cost of repair for the damages; or the Tenant will be responsible for payment of the insurance deductible, if applicable.

Housing will undertake the proper repair and will invoice the Tenant. The Tenant will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to

Housing within 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this agreement, resulting in Default (see Sections 9 & 10).

7.3 Where the Tenant is Liable for Willful Damage

Where the Tenant is responsible for willful damage and preventable maintenance to the Premises, the Tenant will be responsible for the cost of repair for the damages; or the Tenant will be responsible for payment of the insurance deductible, if applicable.

Housing will undertake the proper repair and will invoice the Tenant. The Tenant will pay the repair costs or the deductible in its entirety, or make repayment arrangements satisfactory to Housing within 30 days of the invoice date. Failure to pay or make arrangements to pay will constitute a breach of this agreement, resulting in Default (see Sections 9 & 10).

Reporting all damage to the premises to Housing within 3 days, by filling out a "Damage /Repair Report".

**8. RESPONSIBILITIES OF THE TENANT**

8.1 The Tenant shall be responsible for:

- a. Complying with the terms and conditions set out in this Agreement
- b. Paying the rent on time as set in 5.1 & 5.2
- c. Where required by Housing, ensuring that all adult occupants of the Premises provide a declaration and proof of income e.g. T4's, pay stubs and cheque stubs.
- d. Maintaining the grounds in a clean and safe condition e.g. removal of old appliances, junk, old cars. or remedying any conditions deemed unsafe and unhealthy by Housing.
- e. Paying all utilities costs
- f. Replacing burnt out light bulbs and performing other general house maintenance
- g. Paying for all damages that the Tenant is deemed responsible for under Section 7.
- h. Complying with all Band By-laws relating to housing and on reserve residence.
- i. General house cleaning and upkeep.
- j. Paying for any damage caused by a pet.
- k. Ensuring that absolutely NO farm animals are kept at the premises.
- l. Chimney cleaning

8.2 The Tenant shall not sell drugs or alcohol from the Premises. If Housing has reasonable belief, based on material evidence or consistent complaints, the Tenant is selling drugs or alcohol from the Premises; the Tenant shall be in Default and will be reported and evicted.

8.3 The Tenant shall not disturb the peace through acts either in or around the Premises, or within the community in general. Where Housing has reasonable belief that the Tenant has disturbed the peace, the Tenant shall be in Default. Depending on the nature of the disturbance, Housing reserves the right to evict the Tenant without notice.

8.4.1 The Tenant may not make any alterations to the premises without the permission of Housing

8.5 The Tenant will not do anything that will void the insurance on the Premises.

8.6 The tenant will notify Housing of a leave of absence, of 14 consecutive days or more.

## **9. DEFAULT**

The Tenant is in Default if any of the Tenant's responsibilities are breached.

## **10. REMEDIES ON DEFAULT**

### **10.1 Notification**

If the Tenant is in Default for any reason, Housing will notify the Tenant as to the nature of the Default, the proper remedy for it and the time frame to remedy the Default. Some default situations may not be remedied.

### **10.2 Termination and Eviction**

If the Default cannot be remedied the time specified by Housing as detailed in the Notification, this Agreement will be terminated and eviction proceedings will be commenced against the Tenant.

## **11. APPEAL**

All Appeals must be made in accordance with the Appeals Policy. (Housing Policy Manual).

### **11.1 Default**

The Tenant may appeal the decision that he/she is in Default.

### **11.2 Remedy**

The Tenant may appeal the remedy that Housing has assessed to relieve the Default.

### **11.3 Eviction**

There is no appeal of an Eviction notice. Once an Eviction notice has been issued the Default must be remedied before the Eviction date or the Tenant will be evicted from the Premises.

## **12. EVICTION**

### **12.1.1 The Tenant may be evicted for:**

- (a) failure to pay the rent
- (b) failure to remain in good financial standing in a Housing Arrears Repayment Plan.
- (c) willful damage to the dwelling or property
- (d) selling drugs or alcohol from the Premises
- (e) disturbing the peace e.g. house parties
- (f) any other default that is not remedied as set out in Section 9.
- (g) having guests reside in the Residence for 21 days or more;
- (h) abandoning the Premises for 14 days or more.

### **12.2 Proceedings – Failure to Pay Rent**

Where a Tenant has not paid the rent on the **1<sup>st</sup> day of the month** and has not been granted a delay in payment:

- (a) The Tenant who is in arrears at the **10<sup>th</sup> day of the month** shall be notified that they are in arrears, and of the consequences of failing to make payment.
- (b) **By the 15<sup>th</sup> day, the Tenant must pay the arrears in full.** If payment has not been made, an eviction notice will be issued demanding that the Tenant remove his/her belongings and vacate the Premises by the 30<sup>th</sup> day of the month.
- © **On the 30<sup>th</sup> day of the month at 3 PM the locks on the Premises will be changed.** Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The Tenant will peacefully surrender the Premises.

#### 12.3 Proceedings – Not in Good Financial Standing - Housing Arrears Repayment Plan

Where a Tenant has missed a payment in the Housing Arrears Repayment Plan, and has not been granted a delay in payment:

- (a) The Tenant who is not in good financial standing shall be notified that they are in arrears by the 10<sup>th</sup> day, and of the consequences of failing to make the payment.
- (b) By the 15<sup>th</sup> day, the Tenant must bring the Arrears Repayment Plan into good financial standing. If payment has not been made, an eviction notice will be issued demanding that the Tenant remove his/her belongings and in the presence of the Housing Officials and Law Enforcement when required. Vacate the Premises by the last working day of the month.
- © On the 30<sup>th</sup> day of the month the locks on the Premises will be changed. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The Tenant will peacefully surrender the Premises.

#### 12.4 Proceedings – Vandalism and Willful Damage – Failure to Make Payment

Where the Tenant is found liable for damage caused by vandalism or willful damage to the Premises and the Tenant has not paid for the damage repair or deductible invoice within 30 days of receipt, nor has made satisfactory repayment arrangements with Housing, or is in breach of repayment arrangements:

- (a) The Tenant who is in breach of the agreement by failure to make payment for deductible or damage repairs shall be notified that they are in arrears by the 10<sup>th</sup> day.
- (b) By the 15<sup>th</sup> day, the Tenant must pay the arrears in full. If payment has not been made, an eviction notice will be issued demanding that the Tenant remove his/her belongings and vacate the Premises by the last day of the month.
- (c) On the 30<sup>th</sup> of the month the locks on the Premises will be changed. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The Tenant will peacefully surrender the Premises.

12.5 Proceedings – The Sale of Drugs or Alcohol

Where Housing has a reasonable belief, based on material evidence and/or excessive reports, that the Tenant is selling drugs or alcohol from the Premises;

- (a) The Tenant shall be notified that they are in Default and that there is no remedy.
- (b) An eviction notice will be issued demanding that the Tenant remove his/her belongings and vacate the Premises by no later than the last day of the month.
- (c) On the last day of the month the locks on the Premises will be changed. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The Tenant will peacefully surrender the Premises.

12.6 Proceedings – Disturbing the Peace

Where Housing has a reasonable belief that the Tenant is disturbing the peace in and around the Premises, or in the community in general; and; the Tenant will be advised by Housing to cease disturbing the peace immediately and if any further complaints are received within one month of the notification, the tenant shall then be Default of this Agreement

- (a) The Tenant shall be notified that they are in Default and that there is no remedy.
- (b) An eviction notice will be issued demanding that the Tenant remove his/her belongings and vacate the Premises by the last day of the month.
- (c) On the last day of the month the locks on the Premises will be changed by the Housing Officials and accompanied by law enforcement. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The Tenant will peacefully surrender the Premises.

12.7 Any Other Default

Where the Tenant is in Default for any other reason, and that Default is not remedied as set out by Housing.

- (a) The Tenant shall be notified that they are in breach of the agreement by the 10<sup>th</sup> day.
- (b) By the 15<sup>th</sup> day, the Tenant must remedy the Default. If the Default is not remedied, an eviction notice will be issued demanding that the Tenant remove his/her belongings and vacate the Premises by the 30<sup>th</sup> day.
- (c) On the 30<sup>th</sup> day at 3 p.m. the locks on the Premises will be changed. Any personal effects left by the Tenant will be put into storage. The Tenant is responsible for payment of the storage charges. The tenant will peacefully surrender the premises.

12.8 Eviction Administration Fee

The Tenant will be charged an Eviction Administration Fee of \$50. when an Eviction notice is served against them. The administration fee is due and payable with the Tenant's arrears, or if there are no arrears, is due and payable, immediately.

12.9 Absolute Eviction

The third Eviction notice served to a Tenant within any 12 consecutive months shall constitute an Absolute Eviction Notice. The Absolute Eviction Notice may not be remedied. The Tenant will be evicted immediately, no notice required. Any outstanding arrears, including the Eviction Administration Fee, remain due and payable to Housing.

12.10 Post-Eviction Inspection

Housing will conduct a move-out inspection of the Premises after an Eviction. It is the right of the former Tenant to be present. Any costs for cleaning and/or repair of the Premises will be deducted from the damage deposit. Where the costs exceed the damage deposit, the former Tenant must pay the balance owing to Housing.

12.11 Abandonment will result in automatic eviction

**13. SUBLET**

The tenant may sublet the premises with the approval of Housing. Subletting will be approved by Housing for education or medical purposes only. The Sub-Lessee must fill out a rental application with Housing. The Tenant remains responsible to Housing for upholding all responsibilities as set out in this Agreement. Any breaches of this Agreement by the Sub-Lease will result in the Tenant being in Default.

**14. MOVE IN / OUT**

14.1 Move-In

Prior to the Tenant moving into the Premises, Housing will repair any damage that has been identified in the move out inspection. The house will be presented to the Tenant clean and fully serviceable.

The Tenant and Housing will undertake a move-in inspection together. Any items identified by the Tenant or Housing at the move-in inspection will be remedied prior to move-in; or where a delay would inconvenience the Tenant, the remedy will take place within one month of the move-in.

14.2 Move-out

The Tenant and Housing will undertake a move-out inspection together. Any cleaning or damage noted by Housing or the Tenant will be remedied by the Tenant prior to move-out.

Prior to move-out, the Tenant will ensure that the Premises are clean. If the Premises are not clean, the Tenant may clean them, or Housing will clean the Premises and charge the costs to the Tenant. The Tenant is liable for the rent on Premises until the Premises are clean.

14.3 Failure to return all keys to the Housing Coordinator, Tenant will incur the costs for the replacement of all locks to the premises.

Any damages must be reported to Housing by filing a damage report. If damages are the responsibility of the Tenant (see Section 7) Housing will make the repairs at the expense of the Tenant. The Tenant is responsible for the rent on the Premises until the repairs are complete.

Cleaning and damage repair costs may be deducted from the damage deposit. Where the costs exceed the amount of the deposit, the Tenant must pay those costs to Housing.

## **15. OCCUPANCY OF THE PREMISES UPON SEPARATION OR DEATH**

### **15.1 Where Parents and Children are Band Members**

If all Occupants are Band Members, then the parent with custody of the children, or the surviving parent, shall be granted the continued occupancy of the Premises. A new agreement will be executed between the Tenant and Housing. If the parent with custody of the children does not want to continue occupying the Premises, the current agreement will be terminated and the Premises will be rented out to an eligible applicant selected by the Band Housing Rental Allocation Policy. (Refer: Policy Binder)

### **15.2 Where One Parent is Not a Band Member and the Children are Band Members**

Where one parent is not a Band Member, but the other parent and children are Band Members; the parent with custody of the Band Member children, whether that parent is a Band Member or not, shall be granted the continued occupancy of the Premises. A new agreement will be executed between the Tenant and Housing. If the parent with custody of the children does not want to continue occupying the Premises, the current agreement will be terminated and the Premises will be rented out to an eligible applicant selected by the Band Housing Rental Allocation Policy.

### **15.3 Where One Parent is Not a Band Member and the Children are Not Band Members**

Where one parent is not a Band Member and the children are not Band Members:

- (a) If the Band Member parent has custody of the children, then the Band Member parent and children shall be granted the continued occupancy of the Premises. A new agreement shall be executed between the Tenant and Housing.
- (b) If the Band Member parent does not have custody of the children, then the current agreement will be terminated on a date that will minimize the disruption in the children's lives, but does not extend the agreement past its annual renewal date.
- (c) If the parent with custody of the children does not want to continue occupying the Premises, the current agreement will be terminated and the Premises will be rented out to an eligible applicant selected by the Band Housing Rental Allocation Policy

## **16. THE ENTIRE AGREEMENT**

16.1 The provisions herein constitute the entire agreement between Housing and the Tenant, and supersede all previous agreements, whether verbal or written, between the Parties concerning the Premises and concerning any other uses of the Band houses on the Reserve lands.

16.2 Verbal agreements, entered into either prior to, or subsequent to, this agreement, have NO standing with regard to this Agreement.

16.3 It is expressly understood and agreed by the Tenant that this agreement does not give the Tenant any rights with respect to the lands on which the Premises are situated.

**16. ACCEPTANCE**

MCBC Housing Board and the Tenant have reviewed, understand and accept the terms of this agreement.

SIGNED: On this the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ at Mount Currie, BC.

_____	}	Mount Currie Band Council Housing Board
	}	
	}	Tenant
	}	
_____	}	_____
Witness	}	
Print Name _____	}	
	}	
	}	_____
	}	Spouse
	}	
	}	
	}	
_____	}	_____
Witness	}	Housing Coordinator
Print Name _____	}	
	}	
	}	

**This Rental Housing Agreement has been ratified by the Mount Currie Housing on Thursday, December 2, 2010**