

While STÁUTW First Nation is of the opinion that this Residential Tenancy Agreement accurately reflects the STÁUTW First Nation Residential Tenancy Law and Schedules (collectively the "Law"), STÁUTW First Nation makes no representations or warranties regarding the use of this agreement. A landlord and tenant may wish to obtain independent legal advice regarding whether this agreement satisfies their own personal or business needs. For the rental of a manufactured home and a manufactured home site under a single tenancy agreement, use this form. For the rental of a manufactured home site, use the Manufactured Home Site Tenancy Agreement.

The words **tenant** and **landlord** in this agreement have the same meaning as in the Law, and singular of these words includes the plural. In this agreement, the words **residential property** have the same meaning as in the Law. **Residential property** means a building, a part of a building or related group of buildings, in which one or more rental units or common areas are located, the parcel or parcels of land on which they are located, the rental unit or manufactured home site, and any common areas.

No provisions of this agreement may be deleted. Additional terms may be added under the heading "**Additional Terms**", provided they comply with all the provisions of the Law.

**IF ADDITIONAL SPACE IS REQUIRED TO LIST ALL PARTIES, attach additional pages as a Schedule.**

Schedule attached listing additional parties:

**RESIDENTIAL TENANCY AGREEMENT BETWEEN:** (use full, correct legal names)

The LANDLORD(S): (If entry for landlord is a business name, use the 'last name' field box to enter the full legal business name)

Last Name	Middle and First Name(s)
Last Name	Middle and First Name(s)

**and the TENANT(S):**

Last Name	Middle and First Name(s)
Last Name	Middle and First Name(s)

**ADDRESS OF PLACE BEING RENTED TO TENANT(S)** (called the '*rental unit*' in this agreement):

			<b>BC</b>	
Unit	Address	City	Province	Postal Code

**ADDRESS FOR SERVICE of the**  **Landlord**  **Landlord's Agent:**

Unit	Address	City	Province	Postal Code

Daytime Phone Number	Other Phone Number

Other Phone Number	FAX Number for Service

FAX Number for Service	

**1. APPLICATION OF THE STÁUTW FIRST NATION RESIDENTIAL TENANCY LAW AND SCHEDULES:**

- 1) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Law, or any standard terms. If a term of this tenancy agreement does contradict or change such a right, obligations or standard term, the term of the tenancy agreement is void.
- 2) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the landlord and the tenant. If a change is not agreed to in writing, is not initialed by both the landlord and the tenant or is unconscionable, it is not enforceable.
- 3) The requirement for agreement under subsection (b) does not apply to:
  - a) a rent increase given in accordance with the Law;
  - b) a withdrawal of, or a restriction on, a service or facility in accordance with the Law; or
  - c) a term in respect of which a landlord or tenant has obtained an order from the *STÁUTW First Nation* Administrator or an arbitrator that the agreement of the other is not required.

**2. LENGTH OF TENANCY** (Please fill in the dates and times in the spaces provided)

This tenancy starts on:

Day	Month	Year

Length of tenancy: (Please check a, b, or c and provide additional information as requested)

This tenancy is:

a) on a month-to-month basis

b) for a fixed length of time:

Length of Time

ending on:

Day	Month	Year

At the end of this fixed length of time: (Please check one option, i or ii)

- i) the tenancy may continue on a month-to-month basis or for another fixed length of time.
- ii) the tenancy ends and the tenant must move out of the rental unit.

If you choose this option, both the landlord and the tenant must initial the following boxes below.

Landlord's Initials	Tenant's Initials

c) other periodic tenancy as indicated below:

Weekly  Bi-weekly  Other: \_\_\_\_\_

**3. RENT** (Please fill in the information in the spaces provided)

1) **Payment of Rent:**

The tenant will pay the rent of \$ 



 each (check one)  day  week  month to the landlord on the first day of the rental period which falls on the (Due Date, e.g. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 31<sup>st</sup>) \_\_\_\_\_ day of each  day  week  month subject to rent increases given in accordance with the Law.

The tenant must pay the rent on time. If the rent is late, the landlord may issue a Notice to End a Residential Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

2) **What is included in rent:** (Check only those things that are included and provide additional information, if needed)

The landlord 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 tenancy agreement, except in accordance with the Law.

- |                                      |   |  |   |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Water       | <input type="checkbox"/> Stove and Oven | <input type="checkbox"/> Window Coverings  | <input type="checkbox"/> Storage                    |
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Dishwasher     | <input type="checkbox"/> Cablevision       | <input type="checkbox"/> Garbage Collection         |
| <input type="checkbox"/> Heat        | <input type="checkbox"/> Refrigerator   | <input type="checkbox"/> Laundry (free)    | <input type="checkbox"/> Parking for ___ vehicle(s) |
| <input type="checkbox"/> Furniture   | <input type="checkbox"/> Carpets        | <input type="checkbox"/> Sheets and Towels | <input type="checkbox"/> Other _____                |

Additional Information: \_\_\_\_\_

#### 4. SECURITY DEPOSIT AND PET DAMAGE DEPOSIT

##### A. Security Deposits

The tenant **is required to pay** a security deposit of \$

	By			
		Day	Month	Year

##### B. Pet Damage Deposit not applicable

The tenant **is required to pay** a pet damage deposit of \$

	By			
		Day	Month	Year

- 1) The landlord agrees:
  - a) that the security deposit must not exceed one half (1/2) of the monthly rent payable for the rental unit.
  - b) to keep the security deposit during the tenancy and pay interest on it in accordance with the Law, and
  - c) to return the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless:
    - i) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
    - ii) the landlord applies for arbitration under the law within 15 days of the end of the tenancy agreement to claim some or all of the security deposit and interest.
- 2) The 15 day period starts on the later of:
  - a) the day the tenancy ends, or
  - b) the date the landlord receives the tenant's forwarding address in writing.
- 3) If the landlord does not comply with section (1), the landlord:
  - a) may not make a claim against the security deposit or pet damage deposit, and
  - b) must pay the tenant double the amount of security deposit, pet damage deposit, or both.
- 4) The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

#### 5. PETS

Any term in this 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*.

#### 6. CONDITION INSPECTIONS

- 1) In accordance with Part 5, Division 3 of the Law and Part 3 of the *Residential Tenancy Rules*, the landlord and tenant must inspect the condition of the rental unit together:
  - a) when the tenant is entitled to possession,
  - b) when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and

- c) the end of the tenancy.
- 2) The landlord and tenant may agree on a different day for the condition inspection.
- 3) The right of the tenant or the landlord to claim against a security deposit or a pet damage deposit, or both, for damage to residential property is extinguished if that party does not comply with Division 5 of the Law.

**7. PAYMENT OF RENT**

- 1) The tenant must pay the rent on time, unless the tenant is permitted under the Law to deduct from the rent. If the rent is unpaid, the landlord may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.
- 2) The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent, unless a reduction is made under section 5.48 of the Law.
- 3) The landlord must give the tenant a receipt for rent paid in cash.
- 4) The landlord must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the landlord. If the landlord does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the landlord, the landlord must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

**8. RENT INCREASES**

- 1) Once a year the landlord may increase the rent for the existing tenant. The landlord may only increase the rent 12 months after the date that the existing rent was established with the tenant or 12 months after the date of the last lawful rent increase for the tenant, even if there is a new landlord or a new tenant by way of assignment. The landlord must use the prescribed Notice of Rental Increase form available from the Administrator at the STÁUTW First Nation's offices.
- 2) A landlord must give a tenant 3 whole month's notice, in writing, of a rent increase. [For example, if the rent is due on the 1<sup>st</sup> of the month and the tenant is given notice any time in January, even January 1<sup>st</sup>, there must be three 3 whole months before the rent increase begins. In this example, the months are February, March and April, so the increase would begin on May 1<sup>st</sup>.]
- 3) The landlord may increase the rent only in the amount set out by section 6.1 of the Law. If the tenant thinks the rent increase is unjustified, the tenant may talk to the landlord or contact the Administrator for assistance. If the issue is not resolved, the tenant may apply for arbitration under the Law within 30 days from the date of receipt of the Notice of Rent Increase. See the Notice for further details.
- 4) Either the landlord or the tenant may obtain the percentage amount prescribed for a rent increase from the Administrator.

**9. ASSIGN OR SUBLET**

- 1) The tenant may assign or sublet the rental unit to another person with the consent of the landlord. If this tenancy agreement is for a fixed length of 6 months or more, or is solely for the rental of a manufactured home site, the landlord must not arbitrarily or unreasonably withhold consent to assign or sublet. Under an assignment a new tenant must assume all rights and duties under the existing tenancy agreement, at the same rent. The landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 2) If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for arbitration under the Law.

**10. REPAIRS**

- 1) Landlord's Obligations:

- a) The landlord must provide and maintain the rental unit and residential property in a reasonable state of decoration and repair, making the rental unit the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety and housing standards required by law.
  - b) If the landlord is required to make a repair to comply with the above duties, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek and Arbitrator's Order under the Law for the completion cost of the repair.
- 2) Tenant's Obligations:
- a) The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the rental unit and residential property. The tenant must take the necessary steps to repair damage to the rental unit and residential property caused by a willful or negligent act or omission of the tenant or invited guests of the tenant. The tenant is not responsible for reasonable wear and tear to the rental unit.
  - b) If the tenant does not comply with the above duties, the landlord may discuss the matter with the tenant and may seek a monetary order through arbitration under the Law for the cost of repairs, serve a Notice to End a Residential Tenancy, or both.
- 3) Emergency Repairs:
- a) The landlord must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
  - b) The tenant must make at least two (2) attempts to notify the person designated by the landlord, and give a reasonable time for completion of the emergency repairs by the landlord.
  - c) If the emergency repairs are still required, the tenant may undertake the repairs, and deduct the cost from the next month's rent, provided a statement of account and receipts are given to the landlord. The landlord may take over completion of the emergency repairs anytime.
  - d) Emergency repairs must be urgent and necessary for the health and safety of the persons or preservation of the property and are limited to:
    - i) major leaks in pipes;
    - ii) major leaks in a roof;
    - iii) damaged or blocked water or sewer pipes or plumbing fixtures;
    - iv) the primary heating system;
    - v) damaged or defective locks that give access to a rental unit;
    - vi) the electrical systems; or
    - vii) in prescribed circumstances, a Rental Unit, Residential Property, a Manufactured Home Site or Manufactured Home Park.

## 11. OCCUPANTS AND INVITED GUESTS

- 1) The landlord may not stop the tenant from having guests in the rental unit under reasonable circumstances. If the number of permanent occupants contravenes Canadian National Occupancy Standard requirements, the landlord may discuss the issue with the tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the Notice can be resolved through arbitration under the Law.
- 2) If the tenant lives in a hotel, the landlord may impose reasonable restrictions on invited guests and reasonable extra charges for overnight accommodation of invited guests.
- 3) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy. Disputes regarding the notice may be resolved through dispute resolution under Part 8 of the law.

## 12. LOCKS

- 1) The landlord must not change locks or other means of access to residential property unless the landlord provides each tenant with new keys or other means of access to the residential property.

- 2) The landlord must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
- 3) The tenant must not change locks or other means of access to:
  - a) common areas of residential property, unless the landlord consents to the change, or
  - b) his or her rental unit, unless the landlord consents in writing to, or an arbitrator has ordered, the change.
- 4) Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to the rental unit unless both agree, or unless ordered by an arbitrator. In an emergency, the landlord may change the lock on the main door of the residential property and the tenant may change a defective lock on the rental unit and promptly provide the other party with a copy of the new key.

### **13. ENTRY OF RENTAL UNIT BY THE LANDLORD**

- 1) For the duration of this agreement, the rental unit are the tenant's home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the rental unit.
- 2) The landlord may enter the rental unit only if one of the following applies:
  - a) the landlord gives the tenant written notice which states why the landlord needs to enter the rental unit and specifies a reasonable time not sooner than 24 hours and not more than 30 days from the time of giving the notice;
  - b) there is an emergency;
  - c) the tenant gives the landlord permission to enter at the time of entry or not more than 30 days before the entry for a specific purpose;
  - d) the tenant has abandoned the rental unit;
  - e) the landlord has the order of an arbitrator or court saying the landlord may enter the rental unit; or
  - f) the landlord is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.
- 3) the landlord is providing maid service to a hotel tenant at a reasonable time.
- 4) If the landlord enters the rental unit illegally, the tenant may apply for an Arbitrator's Order under the Law, to change the locks for the rental unit and keep the only key. At the end of the tenancy, the tenant must give the key to the rental unit landlord.

### **14. ENDING THE TENANCY**

- 1) The tenant may end a monthly, weekly or other periodic tenancy by giving the landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the landlord receives written notice on or before April 30th.]
- 2) The tenant's notice must be in writing and must:
  - a) include the address of the rental unit;
  - b) include the date the tenancy is to end;
  - c) be signed by the tenant; andinclude the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the landlord has breached a material term of the tenancy.
- 3) If this is a fixed term tenancy and the agreement does not require the tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the tenant gives notice to end a tenancy as required under the Law.
- 4) The landlord may end the tenancy only for the reasons and only in the manner set out in the Law. The landlord must use the prescribed Notice to End a Residential Tenancy form(s) available from the administrator

- 5) The landlord and the tenant may mutually agree in writing to end this tenancy agreement at any time.
- 6) The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the landlord and tenant otherwise agree.

**15. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT**

The landlord must give the tenant a copy of this agreement promptly, and in any event within 21 days of entering into this agreement.

**16. RESOLUTION OF DISPUTES**

Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under Part 8 of the Law.

**17. ADDITIONAL TERMS**

- 1) Write down any additional terms which the tenant and landlord agrees to. Additional terms may cover matters like move-in and move-out times, pets, yard work, smoking and snow removal. Additional pages may be added.
- 2) Any change or addition to this tenancy agreement must comply with the Law and must clearly communicate the rights and obligations under it in writing and be initialled by both the landlord and tenant. If a term does not meet these requirements or is unconscionable, it is unenforceable.
- 3) Attached to this tenancy agreement, there  is  is not an Addendum.

**If there is an Addendum attached:**

Number of pages of the Addendum \_\_\_\_\_

Number of additional terms in the Addendum \_\_\_\_\_

**By signing this tenancy agreement, the landlord and tenant are bound by its terms.**

Landlord Signature	mmm/dd/yyyy
Tenant Signature	mmm/dd/yyyy
Tenant Signature	mmm/dd/yyyy

**General Information About Residential Tenancy Agreements**

- Important Legal Document This tenancy agreement is an important legal document. Keep it in a safe place.
- Additional Terms Any additional terms cannot contradict or change any right or duty under the Law or this tenancy agreement. The additional terms must be reasonable. An additional term that is not reasonable is not enforceable.
- Amendment of the Law The law or regulation made under the Law, as amended from time to time, take priority over the terms of this tenancy agreement.
- Inspection Report It is recommended that the landlord and tenant inspect the rental unit together at the beginning and the end of the tenancy and complete a written inspection report. A report may describe any damage, how clean each room is, and the general condition of the rental unit including: the floors, carpets, appliances, and paint on the walls. The report should be signed and dated by both the landlord and the tenant who made the inspection, and each should keep a copy
- Change of Landlord A new landlord has the same rights and duties as the previous one and must follow all of the terms of this agreement unless the tenant and new landlord agree to other terms.
- Arbitration of Disputes If problems or disagreements arise, the landlord and tenant should try to talk to each other to find a solution. If they still cannot agree, either may contact the Administrator for clarification of their rights and responsibilities and apply for mediation or an arbitration hearing to get a decision. Many, but not all, kinds of disagreements can be decided by arbitration.
- Assignment or sublet It is recommended that the landlord's consent to assign or sublet be obtained in writing.

**TSAWOUT FIRST NATION WEBSITE:** <http://tsawout.com/departments/housing>

**Or contact the Administrator at:**

STAUTW First Nation  
Saanichton, BC V8M 2C3

Phone: (250) 652-9101

Fax: (250) 652-9114

Email: [insert email address](#)