

## RESIDENTIAL TENANCY AGREEMENT

No provisions of this residential tenancy agreement may be deleted. Additional terms may be added to the end of this agreement under the heading **"Additional Terms"**, provided they comply with all the provisions of the Westbank First Nation Residential Premises Law and Regulations. See the Residential Tenancy Regulations for other legal requirements for residential tenancy agreements.

**A Residential Tenancy Agreement between:** (use correct legal names)

Full Name of Landlord	
Email for Landlord	
and	
Full Name of tenant(s)	
Email for Tenant(s)	

The address of the place being rented to the tenant (called the **residential premises** in this tenancy agreement) is:

Address: suite, number, street, city, B.C., postal code	Phone number
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The address for service and the telephone number of the **landlord** or **landlord's agent**:

Address: suite, number, street, city, B.C., postal code	Phone number
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The words **tenant** and **landlord** in this tenancy agreement have the same meaning as in the Residential Premises Law (the "Law"), and singular of these words includes the plural. In this tenancy agreement, the words **residential premises** and **residential property** have the same meaning as in the Law. The **residential property** includes the building and land on which the **residential premises** are located.

**1. Application of the Law:**

- (a) The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or duty under the Law or a regulation made under that Law and to the extent that a term of this tenancy agreement does contradict or change a right, or duty under the Law or a regulation made under that Law, the term of this tenancy agreement is void.
- (b) Despite any other provision of this tenancy agreement, under the Law a tenant has the right to apply for arbitration and/or mediation to resolve a dispute.

**2. Length of the Tenancy:** (Please fill in the dates and times in the spaces provided)

This tenancy starts on:	(mmm/dd/yyyy)	
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: <input style="width: 150px;" type="text"/> ending on: <input style="width: 150px;" type="text" value="(mmm/dd/yyyy)"/>
At the end of this fixed length of time: <b>(please check one option)</b>		
(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 residential premises. If you choose this option, both the landlord and the tenant must initial in the following boxes:	<input style="width: 80px;" type="text" value="landlord"/> <input style="width: 80px;" type="text" value="tenant"/>
(c)	other periodic tenancy (please check one option)	daily                      weekly

**3. Rent:** (Please fill in the information requested in the spaces provided)

(a) Payment of the Rent:

The tenant will pay the rent of \$  each  day/week/month to the landlord on the first day of the rental payment period, which is  due date (1<sup>st</sup> to 31<sup>st</sup>) 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.

(b) What is included in the rent: (select/mark with “**check**” only those things that are included and provide additional information, if needed)

The landlord must not take away or make the tenant pay extra for a service or facility that is already included in the rent.

- |             |                |                   |                        |
|-------------|----------------|-------------------|------------------------|
| Water       | Stove and Oven | Window Coverings  | Storage                |
| Electricity | Dishwasher     | Cablevision       | Garbage collection     |
| Heat        | Refrigerator   | Laundry (free)    | Parking for vehicle(s) |
| Furniture   | Carpets        | Sheets and Towels | Other _____            |

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

**4. Security Deposit:** (Please fill in the amount and date)

(a) Amount of the Security Deposit:

The tenant has paid a security deposit of \$  on  mmm/dd/yyyy

(b) The landlord agrees:

- (i) That the security deposit must not exceed one half of the monthly rent payable for the residential premises.
- (ii) to keep the security deposit during the tenancy and pay interest on it in accordance with the Law, and
- (iii) to return the security deposit and interest to the tenant within 15 days of the end of the tenancy agreement, unless
  - a) the tenant agrees in writing to allow the landlord to keep an amount as payment for unpaid rent or damage, or
  - b) 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.

(c) The tenant agrees to use the security deposit and interest as rent only if the landlord consents.

**5. Additional Terms:**

- (a) Write down any additional terms which the tenant and the landlord agrees to. Additional terms may cover matters like move-in and move-out times, pets, yardwork, smoking and snow removal. Additional pages may be added.
- (b) Any change or addition to this tenancy agreement must be agreed to in writing and initialled by both the landlord and tenant and must be reasonable. If a change is not agreed to in writing, is not initialled by the landlord and tenant or is not reasonable it is not enforceable.
- (c) Attached to this tenancy agreement, there  is/is not an Addendum consisting of  number page(s) of additional terms that form part of this tenancy agreement.

In order for the landlord to insist on the performance of the tenant’s obligation to pay rent under this tenancy agreement, the tenant must receive a copy of this agreement promptly and in any event not later than 21 days after it was entered into.

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

Landlord signature	mmm/dd/yyyy
Tenant signature	mmm/dd/yyyy
Tenant signature	mmm/dd/yyyy

## **6. Repairs:**

- (a) The landlord must provide and maintain the residential premises and residential property in a reasonable state of decoration and repair, making the residential premises and the residential property suitable for occupation by a reasonable tenant. The landlord must comply with health, safety and housing standards required by law.

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 an Arbitrator's Order under the Law for the completion and costs of the repair.

- (b) Tenant's Duties:

The tenant must maintain ordinary health, cleanliness and sanitary standards throughout the residential premises and residential property. The tenant must take the necessary steps to repair damage to the residential premises and residential property caused by a wilful 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 residential premises.

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.

- (c) Emergency Repairs:

The landlord must post the name and telephone number of the designated contact person for emergency repairs.

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.

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 at any time.

Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of the property and are limited to:

- (i) Major leaks in the pipes or roof;
- (ii) Damaged or blocked water or sewer pipes or plumbing fixtures;
- (iii) Repairs to the primary heating system; and
- (iv) Defective locks that give access to the residential premises.

## **7. Rent Increases:**

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 Rent Increase form available from the Administrator at the Westbank First Nation's offices.

A landlord must give a tenant 3 whole months 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 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>.

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.

## **8. Assign or Sublet:**

The tenant may assign or sublet the residential premises 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 pad, 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.

If a landlord unreasonably withholds consent to assign or sublet or charges a fee, the tenant may apply for arbitration under the Law.

## **9. Occupants and Invited Guests:**

The landlord may not stop the tenant from having guests in the residential premises under reasonable circumstances. If the number of permanent occupants is unreasonable, 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.

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.

**10. Locks:**

Neither the tenant nor the landlord may change or add a lock or security device (for example, a door chain) to the residential premises 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 residential premises and promptly provide the other party with a copy of the new key.

**11. Entry of Residential Premises by the Landlord:**

- (a) For the duration of this agreement, the residential premises are the tenant’s home and the tenant is entitled to privacy, quiet enjoyment and to exclusive use of the residential premises.
- (b) The landlord may enter the residential premises only if one of the following applies:
  - (i) the landlord gives the tenant a written notice which states why the landlord needs to enter the residential premises and specifies a reasonable time not sooner than 24 hours and not later than 72 hours from the time of giving the notice;
  - (ii) there is an emergency;
  - (iii) the tenant gives the landlord permission to enter at the time of entry or not more than one month before the time of entry for a specific purpose;
  - (iv) the tenant has abandoned the residential premises;
  - (v) the landlord has the order of an arbitrator or court saying the landlord may enter the residential premises;
  - (vi) the landlord is providing maid service to a hotel tenant at a reasonable time.
- (c) If a landlord enters the residential premises illegally, the tenant may apply for an Arbitrator’s Order under the Law, to change the locks for the residential premises and keep the only key. At the end of the tenancy, the tenant must give the key to the residential premises landlord.

**12. Ending the Tenancy:**

- (a) The tenant may end a month-to-month tenancy by giving the landlord at least one month’s written notice. The landlord must receive the written notice before the day the rent is due, for the tenant to move out at the end of the following month. This notice must be in writing and must:
  - (i) include the address of the residential premises;
  - (ii) include the date the tenancy is to end; and
  - (iii) be signed by the tenant.

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 30<sup>th</sup>.

- (b) 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 available from the Administrator.
- (c) The landlord and tenant may mutually agree in writing to end this tenancy agreement at any time.

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**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 a 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 residential premises together at the beginning and 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 residential premises 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 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.