



Malahat Nation

110 Thunder Road | Mill Bay, BC | V0R 2P4

Tel: (250) 743-3231 | Fax: (250) 743-3251

info@malahatnation.com | www.malahatnation.com

Malahat

Malahat Nation Rental Agreement

Address of unit for Tenancy:

Tenancy Start Date:

Tenant:

RENT CALCULATION:

RENT	\$
TYPE OF HOME: (CIRCLE ONE)	<u>BOH</u> OR CMHC
UTILITIES (WATER/GARBAGE/SEWER)	\$ __ PER MONTH
SHAW CONTRACTED SERVICE (INTERNET AND PHONE)	\$ _____ MONTH PER ATTACHED TO RENT (OPTIONAL)
FIREWOOD	\$
NUMBER OF BEDROOMS	
GRAND TOTAL PER MONTH	\$



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THIS AGREEMENT IS MADE in duplicate this [Date: _____]

BETWEEN:

Malahat Nation

(the “**Landlord**”)

AND:

(the “**Tenants**”)

being collectively the parties (the “**Parties**”) to this agreement.

WHEREAS:

- A. The Landlord has the authority to administer its own rental housing program under the authority of the Malahat Nation Land Code.
- B. The Landlord has lawful possession of the Rental Unit hereinafter described.

THEREFORE, in consideration of the mutual promises set out in this agreement, the sufficiency of which is agreed to by the Parties, the Parties agree as follows:

1. APPLICATION OF THE MALAHAT NATION HOUSING POLICY

- a) The Landlord administers its rental housing program pursuant to the Malahat Nation Housing Policy (the “**Housing Policy**”), which applies to and forms part of this Agreement. By signing this Agreement, the Tenant agrees that he or she has read and understood the Housing Policy and the Tenant agrees to be bound by both the terms of this Agreement and the Housing Policy, including any amendments to the Housing Policy as and when amendments are approved by the Landlord. In the event of any inconsistency between this Agreement and the Housing Policy, this Agreement shall prevail.

2. AGREEMENT TO RENT

- a) The Landlord agrees to rent the Rental Unit to the Tenant to use and occupy as a residential dwelling on the terms and conditions set out in this Agreement and in the Housing Policy, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.



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3. TENANT INFORMATION

Tenant

Tenant (if applicable)

Full name:

Primary Phone:

Email:

In addition to the above-listed tenants, **only** the following individuals are allowed to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	D.O.B.	Sex (M/F)
1.		
2.		
3.		
4.		
5.		
6.		

(collectively, the “Authorized Occupants”)

4. CHANGES TO THIS AGREEMENT

- a) From time to time the Landlord may amend or alter this Agreement, and the Tenant shall abide by these amendments. Subject to Section 3.4 of the Housing Policy, any change or addition to this Agreement must be made in writing and appended to this Agreement.



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5. LENGTH AND CONDITIONS OF TENANCY

- a) In compliance with Section 3.4 of the Housing Policy, this Rental Agreement shall be reviewed for renewal on April 1st of every year, unless the date of signature is within 90 days of April 1st, in which case the review for renewal shall be the following April 1st.
- b) If the Landlord and the Tenant do not renew this Agreement at the end of the Term, then the new tenancy created shall be a tenancy from month to month and shall be subject to the terms and conditions of this Agreement insofar as they are applicable to a tenancy from month to month.

6. RENT

- a) The Tenant shall pay rent in the sum of \$_____ to the Landlord on or before the (1st) day of each month (the “Rent”). This paragraph is subject to any rent increases given in accordance with this Agreement and the Malahat Nation Housing Policy.
- b) The Tenant shall pay the first month’s Rent to the Landlord prior to moving in to the Rental Unit. If the tenancy begins on any date other than the 1st of the month the Tenant will be charged the pro-rated portion of the rent.
- c) Where there is more than one Tenant under this Agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- d) The Rent includes the equipment and services checked off below:

<input type="checkbox"/>	Window Coverings	<input type="checkbox"/>	Stove
<input type="checkbox"/>	Storage Unit	<input type="checkbox"/>	Oven
<input type="checkbox"/>	Electricity	<input type="checkbox"/>	Fridge
<input type="checkbox"/>	Gas/Propane/Oil	<input type="checkbox"/>	Washer
<input type="checkbox"/>	Wood Stove Heat \$25 per month for wood	<input type="checkbox"/>	Dryer
<input type="checkbox"/>	Shaw Contract \$87.95 month (internet and home phone.	<input type="checkbox"/>	Dishwasher
<input type="checkbox"/>	Parking for a maximum of 2 vehicles	<input type="checkbox"/>	Other (specify)

Tenant(s) Initials _____



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7. NON-PAYMENT OF RENT

- a) The Tenant must pay the Rent on time. If the Tenant fails to pay the Rent on time, the Landlord shall send the Tenant a first notice 30 days after the date the Rent came due. The Tenant shall immediately pay the arrears in full or meet with the Landlord to enter into an arrears agreement.
- b) If no payment has been received within 60 days after the date the Rent came due, and no arrears agreement made, a second notice shall be delivered along with a scheduled meeting time for a meeting between the Tenant and the Landlord to discuss the situation and to make arrangements for the payment of the arrears.
- c) If no payment has been received within 90 days after the date the Rent came due, and no arrears agreement made, a final notice shall be delivered to the Tenant advising the Tenant that they have five working days to make full payment of the arrears, enter into an arrears agreement or vacate the Rental Unit.
- d) If 95 days after the date the Rent came due the arrears have not been paid or the Tenant has failed to enter into and/or comply with the terms of an arrears agreement, an eviction notice shall be delivered to the Tenant and the Tenant shall have 24 hours to vacate the Rental Unit.

Tenant(s) Initials _____

8. AUTHORIZED OCCUPANTS

- a) In accordance with section 3.5.1 of the Housing Policy, the Tenant may permit guests to stay temporarily at the Rental Unit for up to 20 consecutive days, and a total of 30 days in any six-month period.
- b) The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants by adding or removing occupants. If the Landlord agrees, such consent shall be given in writing and appended to this Agreement with the amended list of Authorized Occupants.
- c) The Tenant shall be held responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis without the Landlord’s prior written consent, then the Tenant shall be in default under this Agreement and may be evicted for cause.

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9. PETS

- a) NO Pets are permitted inside or outside the Rental Unit without the prior written approval of the Landlord, which must be signed by the Landlord and Tenant and appended to this Agreement.

Tenant(s) Initials _____

10. SMOKING

- a) It is a material term of this Rental Agreement that smoking of any combustible material in the Rental Unit or within ten (10) meters of another Rental Unit is strictly prohibited.

Tenant(s) Initials _____

11. CANNABIS CULTIVATION

- a) Cultivation of cannabis in the Rental Unit or on the Residential Property is strictly prohibited pursuant to Section 4-2(2) of the Malahat Nation Cannabis Control Law.

Tenant(s) Initials _____

12. CONDITION INSPECTIONS

- a) The Landlord and Tenant shall inspect the condition of the Rental Unit together:
 - i) Upon execution of this Agreement and prior to the Tenant moving into the Rental Unit;
 - ii) At any time when the Tenant starts keeping a pet during the tenancy;
 - iii) At the end of the tenancy or renewal of tenancy; and
 - iv) At any time as may be required by CMHC.
- b) The Landlord may enter and inspect the residence at any time with 24 hours prior written notice to the Tenant.



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13. SUBLEASING THE RENTAL UNIT

- a) The Tenant may not sublease the Rental Unit without the Landlord’s written permission in accordance with the Housing Policy.

14. REPAIRS AND RENOVATIONS

- a) The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord’s responsibility under the terms the Housing Policy.
- b) To initiate the repair process, the Tenant must fill out a “Tenant Request for Maintenance” form stating the nature of the repair needed. This form will be available at the band or housing office and can be sent to Tenant on request.
- c) The Tenant must give the Landlord reasonable notice and time to perform repairs and must ensure that the area where the Landlord is working is safe and free of clutter, waste, and/or other hazards.
- d) Withholding of rent until repairs are corrected shall not be accepted as justification for non-payment of rent.
- e) The Tenant is responsible for general maintenance, cleaning, and minor day-to-day repairs as defined in the housing policy.
- f) The Tenant shall keep the grounds surrounding the Rental Unit clean and free of refuse as defined in the housing policy and shall participate in the twice annual seasonal cleaning as described in section 16 below and section 3.8 of the Housing Policy.
- g) The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit.
- h) The tenant has responsibility to report any pests such as bedbugs, cockroaches, mice, rats to the housing manager upon noticing them or they could be held responsible for the ongoing damage. This is a health and safety issue that needs to be address right away. If left not reported it can cause unnecessary damage to the unit and the tenant could be held responsible for such charges.

15. EMERGENCY REPAIRS

- a) Emergency repairs are repairs that are urgent and necessary for the health and safety of persons or the preservation or use of the Rental Unit as defined in the housing policy.



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- b) Tenants are advised to immediately call 911 for any incidents that immediately threaten the wellbeing of the occupants. This includes fire, etc.
- c) The Landlord shall give to the Tenant in writing, the name and telephone number of both the designated contact person for emergency repairs and a secondary contact.
- d) If emergency repairs are required, the Tenant shall contact the Designated Contact immediately and without delay by both phone and text message if possible.
- e) If after 30 minutes no response has been received from the Designated Contact, Tenants are instructed to contact the Secondary contact person by both phone and text message if possible.
- f) If after 15 minutes no response has been received from the Secondary Contact, the Tenant may undertake the emergency repairs and claim reimbursement from the Landlord upon presentation of a receipt.
- g) If the Tenant undertakes emergency repairs in accordance with paragraph 14(f), the Landlord may take over completion of the emergency repairs at any time.

16. SEASONAL CLEANING

- a) Twice annually all homeowners will be responsible for seasonal cleaning of the property.
- b) Support is available to Tenants upon request if they are unable to complete any aspects of the seasonal cleaning.
- c) The Landlord will provide Brush and Bulky pickup for all Tenants. If Tenants have any refuse as defined in (addendum or housing policy) they shall place it in one of the supplied bins or street side. To be picked up on designated days by the Landlord.
- d) The Landlord will provide notice to all Tenants of the date for this seasonal clean via the Malahatnation.ca website at least two weeks ahead of time.

17. INSURANCE

- a) The Landlord shall insure the Rental Unit against damage caused by fire, or acts of God.
- b) The Tenant is solely responsible for insuring his or her personal property against loss from any and all causes. The Landlord, including the Malahat Nation Housing Department, shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.



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- c) The Tenant shall indemnify and save harmless the Landlord from all liabilities, fines, suits, and claims of any kind whatsoever or which the Landlord may be liable or suffer by reason of the Tenant’s occupancy of the Rental Unit.

18. LOCKS & FORCED ENTRY

- a) The Landlord shall not change locks or other means of access to the Rental Unit except in the case of eviction or of forced entry by a third party.
- b) The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord’s prior written consent.

19. ENDING THE TENANCY AND VACATING THE RENTAL UNIT

- a) The Landlord and Tenant may mutually agree in writing to end this Agreement at any time by following the conditions set forth in the Housing Policy.
- b) The Tenant shall vacate the Rental Unit on the agreed date and leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to abide by these terms.
- c) The Tenant shall return all copies of the key(s) for the Rental Unit to the Landlord on or before the date the tenancy and this Agreement is deemed to end.

20. EVICTION

- a) As per the Housing Policy, if the Tenant fails to perform or observe any of his or her covenants in this Agreement or in the Housing Policy, or does anything contrary to the terms of this Agreement or the Housing Policy, the Landlord may declare the tenancy ended and issue an eviction notice. Thereupon, the tenancy and the Tenant’s rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.
- b) The Tenant will have 10 days to vacate the Rental Unit. 24 hours for serious housing violations

21. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT

- a) The Landlord shall give the Tenant a copy of this Agreement promptly and in any event within 21 days of executing the Agreement.



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22. RESOLUTION OF DISPUTES

- a) If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this Agreement, the terms of this Agreement, or any other matter related to this Agreement, such dispute shall be resolved through the appeal process set out in the Housing Policy.
- b) If the Parties are unable to resolve the dispute through the appeal process, the dispute may then be resolved through an independent third-party mediator, identified and selected by the Landlord. All decisions of the mediator shall be final.

23. LEGAL

- a) Nothing in this Agreement constitutes an allotment under s. 20 of the *Indian Act*, and shall not be construed of evidence of an intention of the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of Malahat First Nation, in common.
- b) Failure by the Landlord to enforce any provision of this agreement does not constitute a waiver of that provision and the Landlord is not stopped from enforcing such provision at any time.

24. GENERAL PROVISIONS

- a) Time is of the essence in this Agreement.
- b) All notice under this Agreement is to be given in writing.
- c) This Agreement, the schedules to this agreement, and the housing policy, constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all previous or collateral understandings, representations, undertakings, statements or other agreements.
- d) The effective date of this Agreement is the date this Agreement is signed by both Parties.
- e) The tenant has had the opportunity to seek independent legal advice with respect to this Agreement.



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25. ACCEPTANCE

The Tenant acknowledges that he or she has read this Agreement and its Schedules, that he or she understands and agrees with the provisions of this Agreement, and that **IN WITNESS WHEREOF**, there Parties have executed this Agreement in Mill Bay, British Columbia, on [Date:]

Witnessed by me at _____)	Landlord Representative Name and Title (Printed)
in the Province of British Columbia)	_____
this ___ day of _____, 20__.)	Landlord Representative Signature
_____)	
Witness)	

Witnessed by me at _____)	_____
in the Province of British Columbia)	Tenant Name (Printed)
this ___ day of _____, 20__.)	_____
_____)	Tenant Signature
Witness)	

Tenant Name (Printed)

Tenant Signature