

TENANCY AGREEMENT

Dated the _____ day of _____ A.D. 2007

- 1. This agreement is made between:
Kwanlin Dun First Nation (Landlord)
P.O. Box 1217, Whitehorse, Yukon; Y1A 5A5 Ph: (403) 633-7828
-and-

Tenant's Name _____ &
Co-Tenant's Name/s: _____
Tenant's Mailing address: _____

Tenant's Telephone Number/s: home-_____work-_____

- 2. Premises
The Landlord agrees to rent to the Tenant and the Tenant agrees to lease from the Landlord, the premises described as: _____

- 3. Term
The Landlord and Tenant agree that the tenancy shall start _____, 2007
And will run from month to month.

- 4. Occupants
All people other than the Tenant who may occupy the premises are listed as follows:

Table with 2 columns: Name, Relationship. Multiple rows for listing occupants.

- 5. Rent Calculation and Payment
The Tenant promises to pay "Low End Market Rent" (LEM) in the amount of _____ (\$____) commencing on the first day of _____, 2007 and continuing from month to month for the term of the Tenancy. Rent is due and payable on the 1st day of each month.

The Tenant agrees that no notice of rent change is required as long as the rent assessed in any month does not exceed the amount (LEM) indicated on this lease. The Landlord agrees to provide a THREE MONTHS NOTICE of any increase to the amount (LEM) shown on the lease, and no more than once in a twelve month period.

Under the flat rent rental system, rent in the amount of _____ (\$____) commencing on the first day of _____, 2007 and continuing as long as C.C.R# 17. dated Nov. 15, 1999 is in effect. Late rental payments will be dealt with according to the Landlord's "Rent Collection Policy".

- 6. Utilities
The Tenant shall pay for the following utilities: electricity & heat.
The Landlord shall pay for the following utilities: water, garbage (on reserve) and sewer service.

- 7. Tenant's Costs
The Tenant is responsible for all costs relating to telephone, cable, and tenant insurance. For Tenants allocated a housing unit after June 1, 1996, the Tenant/s shall pay a Damage/Care Fee before occupancy which will be refunded upon vacating the unit, provided the unit is left clean and undamaged (Damage/Care Fee Policy).

- 8. Landlord Access to Premises
Except in the case of an emergency, the Landlord or it's agents shall not enter the premises without the consent of the Tenant unless: notice of termination of the tenancy has been given and the entry is at a reasonable hour for the purpose of inspecting the unit, and notice of the time of the entry has been given to the Tenant at least 24 hours in advance of the entry. The Tenant will further allow the Landlord, it's worker's or contractors to enter the premises at all reasonable times to do necessary repair work.

- 9. Appliances

The following appliances are supplied with the unit and are the property of the Landlord: refrigerator, stove. These appliances are owned by Kwanlin Dun First Nation (Housing Department) and shall not be removed off the premises.

10. Residence Only

The Tenant promises to use the premises for residential purposes only and not to permit the carrying on of any trade of business in the premises, unless pre-approved by the Landlord.

11. Tenant's Promises

The Tenant agrees that he/she:

- a) shall pay rent when it is due (1st of each month)
- b) **Shall be responsible for the ordinary cleanliness (inside and outside yard) and minor maintenance; such as, unplugging toilets and sinks; replacing light bulbs, weather stripping, hinges, door pulls, light fixtures, fuses, filters; cleaning stove and fridge.**
- c) shall pay to the Landlord, upon receipt of invoice, the cost of repairing any damage to the premises caused by the willful or negligent conduct of the Tenant or of any persons permitted on the premises by the Tenant (this includes broken windows or doors);
- d) shall conduct him/herself and, require other persons in the premises (including guests), to conduct themselves in a manner that will not disturb or be a nuisance to the other Tenants or neighbors;
- e) shall not make any alterations or additions to the premises without the Landlord's consent;
- f) shall not change the locks on the premises or shall not add a dead bolt without giving the Landlord a copy of the key;
- g) shall promptly notify the Landlord of any defect in or damage to the premises and shall pay to the Landlord the cost of repairing damage resulting from the Tenant's failure to give such notice;
- h) shall not store dangerous or flammable material in or under the unit, and in the basement;
- i) When vandalism occurs on the property, the Tenant shall fill out a "Vandalism Report" and report all vandalism to the proper authorities. Costs for vandalism are not the responsibility of Housing and will only be covered when the Tenant meets the terms in the "Vandalism Policy;"

12. Landlord's Promises

The Landlord agrees to:

- a) provide the premises in a good state of repair and fit for habitation at the beginning;
- b) maintain the premises in a good state of repair and fit for habitation, except for damage caused by the Tenant or persons permitted on the premises by the Tenant;
- c) comply with all health and safety standards;
- d) Keep all common areas clean and safe.

13. Mutual Promises

The Landlord and Tenant agree that:

- a) they will inspect the premises together at the beginning and end of the tenancy;
- b) The condition of the premises will be reported in writing in a unit condition report.
- c) The report may be used as proof of the condition of the premises at the times indicated and to assess any damage caused by willful neglect or conduct.

14. Assignment and Subletting

The Tenant shall not assign or sublet or re-rent the unit nor leave guests in charge of the premises nor have guests stay longer than two weeks without written consent of the Landlord. The Tenant shall get pre-approval from the Landlord for any "house-sitting" arrangements. Approved house-sitting arrangements will last no longer than a one-year period. (exceptions will apply under certain circumstances).

15. Surrender

The Tenant promises to surrender the premises to the Landlord at the end of the tenancy, in as good condition as they were at the start of the tenancy, with the exception of reasonable wear and tear. The home and yard must be thoroughly cleaned and garbage and possessions removed.

17. Premises Unattended

Due to the risk of freeze-ups or vandalism, the Tenant promises not to leave the premises unattended for longer than:

- a) seven (7) days during the period from May 1st to September 30th of each year, without prior written/verbal notice to the Landlord;
- b) Twenty-four (24) hours during the period from October 1st to April 30th of each year, without prior written/verbal notice to the Landlord.
- c) A unit left unoccupied for an extended period, without proper notice to Housing will be considered abandoned. The Landlord may remove & dispose (charged back to Tenant) of the Tenant's possessions without notice or demand unless the Tenant has notified the Housing Manager of an extended absence.

18. Vacating Premises - Tenant

The Tenant must give the Landlord thirty days (30) notice before vacating the premises.

19. House Rules and Housing Policies

The Tenant agrees to comply with all house rules (schedule A) and Housing Policies established in writing by the Landlord. These rules and policies form a part of this lease and can be changed without the consent of the Tenant.

20. **Landlord's Liability**

The Landlord shall not be responsible for any damage to any Tenant property located on the premises. The Landlord shall not be liable for any injury or death occurring on the premises. The Tenant shall assume all risks relating to property and persons on the property and shall be responsible for insuring his own personal property.

21. **Indemnity**

The Tenant agrees to indemnify the Landlord and save him harmless from all claims arising from or related to the actions of the Tenant and it's household, or persons permitted on the premises by the Tenant or it's household members.

22. **Fire Extinguishers and Smoke Detectors**

The Landlord shall recharge or repair, at no cost to the Tenant, any fire extinguisher discharged or damaged while being used to extinguish a fire on the premises. The Tenant promises to pay the Landlord the cost of recharging or repairing any fire extinguisher if the Tenant, the Tenant's family or persons on the premises with the Tenant's consent has willfully or negligently discharged the fire extinguisher in the absence of fire. The Tenant will not disengage any smoke detector in the unit and will ensure that the smoke detector is in working condition at all times.

23. **Termination**

Either the Landlord or the Tenant may terminate this Tenancy Agreement by giving thirty (30) days notice in writing, or fourteen (14) days notice in writing for a serious breach of the Tenancy Agreement.

24. **Breach and Appeal**

Any breach of the terms or promises of this Agreement is cause for termination of the Lease Agreement. Any condoning by the Landlord of any breach of any of the terms or promises of this agreement by the Tenant shall not operate as a waiver of the Landlord's right to act on any subsequent breach.

Upon being served with a notice of Termination of Tenancy, the Tenant has the right to appeal this to the Kwanlin Dun Housing Committee within 10 days of receipt of the notice, which appeal should be in writing and may be delivered to the Housing Department. The appeal will be heard at the next Housing Committee Meeting, which the Tenant may appear in person or by agent. The Housing Committee's decision is final and binding on the parties to the appeal.

25. **Interpretation**

Wherever applicable in this Agreement, singular words shall be understood to mean plural and masculine shall be understood to mean feminine as well.

26. **Binding Agreement**

This Agreement shall be binding on and for the benefit of the Landlord, the Tenant and their successors and assigns. Where there is more than one Tenant, all covenants contained herein shall be deemed to bind the tenants severally as well as jointly.

27. **Comprehension**

The Tenant acknowledges that he understands the English language, that he has read this Agreement, and that he understands the Agreement and agrees with its content__
_____(Initial)

The Tenant acknowledges that he understands the English Language, that this Agreement was read to him in the English language and that he understands the Agreement and agrees with its content.__(Initial)

The Tenant acknowledges that he understands the__ English _____
Language and that the Agreement was read to him in the _____ English _____
Language and that he understand the Agreement and agree with its content.____(Initial)

28. **Agreement – both parties agree and have signed this lease in the presence of a witness on _____ day of _____,200_____ (year)**

Signature of Landlord or Agent

Signature of Witness

Signature of Tenant

Signature of Co-Tenant

SCHEDULE "A"

HOUSE RULES

KWANLIN DUN HOUSING

1. The Tenant shall keep the premises clean and dispose of all garbage in the proper manner.
2. The Tenant shall maintain and preserve in good order and condition the lawn, garden, plants and trees belonging or appurtenant to the premises.
3. The Tenant shall use the yard entrance and walks in the proper manner. All Tenants must keep their own walks, yards and garbage disposal area clean and tidy at all times, free of all objectionable material. Tenants must keep their own walks clear of ice and snow, as well as their portion of municipal sidewalk, if applicable.
4. No structural alterations shall be done by Tenants without the consent of the Landlord.
5. The Tenant is responsible if windows are left open causing plumbing to freeze, or cause damage to floors and walls by drain.
6. The Tenant must keep and observe all health, fire, and police regulations of the Territory.
7. No combustible material or flammable liquid (i.e. gasoline, propane, oil, etc.) shall be kept on the premises except in small quantities and in containers approved for this purpose.
8. Tenants will not do or permit to be done in their premises anything that is likely to disturb or be a nuisance to the other Tenants or neighbors. In particular Tenants shall not allow the noise of their radio, television, musical instruments, cars or guests to disturb other Tenants or neighbors during the day or night.
9. The Tenants shall be responsible for the conservative use of all utilities.
10. The Tenants shall provide the Landlord with proper and true documents to verify any changes in the gross aggregate income of all members of the household. A failure to do so will subject the Tenant to a one-month notice of eviction.
11. The Landlord shall have the right to amend the TENANT'S REGULATIONS and make from time to time such additional reasonable regulations as in its judgement may be needful for the safety, care, and cleanliness of the premises, and for the preservation of good order therein, and such regulations shall be kept and observed by the Tenant.
12. Tenant/s will not do or permit to be done any illegal activity and/or profiteering (e.g. house bingo, selling drugs or liquor) in or on the premises.
13. Pets: City of Whitehorse Animal Control Bylaw applies and is enforceable through the City of Whitehorse.

I/WE HAVE READ AND UNDERSTAND AND AGREE TO HONOUR THE RULES AND REGULATIONS:

DATE

TENANT

CO-TENANTS