Kwanlin Dün First Nation
Residential Tenancy Agreement

Tenancy File #_____

Kwanlin Dün First Nation (Landlord) is of the opinion that this Tenancy Agreement accurately reflects the Residential Landlord and Tenant Act (RLTA) and accompanying regulations. KDFN is a rental housing agency mandated by a housing policy. Where there is a discrepancy between the KDFN Rental Housing Policy and the act, the act will prevail when applicable.

RESIDENTIAL TENANCY AGREEMENT BETWEEN (USE FULL, CORRECT LEGAL NAMES)

The LANDLORD DETAILS:

Name: **KWANLIN DÜN FIRST NATION**
Address: **35 McIntyre Drive**
Whitehorse, YT Y1A 5A5
Phone: **867-633-7833**

Emergency contact information (AFTER HOURS ON-CALL) 867-332-3130
An emergency is defined as an interior plumbing, heating, or electrical repair that needs immediate attention as it affects the tenant's health and safety or may cause significant damage to the rental.

TENANT INFORMATION:

Name of Tenant(s) on lease: ***(Household occupants list below)***
TENANT

Last Name: _____, First Name: _____

Phone: _____ (cell or work) Phone: _____ (cell or work)

Email: _____ Date of Birth: _____

CO-TENANT

Last Name: _____, First Name: _____

Phone: _____ (cell or work) Phone: _____(cell or work)

Email: _____ Date of Birth: _____

EMERGENCY CONTACT

Tenant	**Co-Tenant**
Name: Phone: -	Name: Phone:

ADDRESS OF KDFN RENTAL UNIT:

Unit #_____, Street Address: _____, City: _____ , YT Y1A _____

KDFN follows the National Occupancy Standards: MAX NUMBER OF OCCUPANTS PERMITTED IN THIS UNIT IS: _____

LENGTH OF TENANCY

Tenancy start date:

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: start date ending on:

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

☐ i. the tenancy may continue on a month-to-month basis or another fixed length of time

☐ ii. the tenancy ends and the tenant must move out of the residential unit.

☐ c. Other periodic tenancy as indicated below:

other: _____

RENT (Please fill in the information in the spaces below)

a. Payment of Rent:

The tenant will pay the rent of $_____ each month to the landlord on the 1st business day of each month. KDFN Community Services accepts cash, debit, credit card, KDFN Website online payment, and payroll deduction if the tenant is a KDFN employee.

The tenant must pay the rent on time. If the rent is late, please contact the Tenant Relations Officer (TRO) at your earliest convenience to make arrangements for a repayment schedule to suspend arrears procedures. KDFN Community Services provides 3-reminder notices each month for the late payment.

b. What is included in the rent: (Check all that apply)

☑ Water ☑ Stove and Oven ☑ Refrigerator ☑ Parking for _____ vehicles

☑ Garbage collection ☑ Pest Control

c. Snow removal services:

Tenants aged 60 and older and tenants who have provided the Tenant Relations Officer with verification of mobility limitations receive snow removal services.

d. Additional Information:

Tenants are responsible for heating cost, electricity, and Canada Post Office key(s)

SECURITY DEPOSIT

The tenant(s) is required to pay a security deposit of $_____ by

The Landlord agrees

a. that the security deposit must not exceed the first month's rent payable for the residential property.
b. to keep the security deposit during the tenancy and pay interest on it in accordance with the regulations, and
c. to repay the security deposit and interest to the tenant within 15-days of the 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 dispute resolution under the RLTA within 15-days of the end of the tenancy agreement to claim some or all of the security deposit.

1. The 15-day period starts on the later of
    a. the date the tenancy ends, or
    b. the date the landlord receives the tenant's forwarding address in writing
2. If a landlord does not comply with above sections
    a. May not make a claim against the security deposit, and
    b. Must not pay the tenant the amount of the security deposit.
3. The tenant may agree to use the security deposit and interest as rent only if the landlord gives written consent.

INSURANCE

It is the tenant's responsibility to obtain and pay for Renter/Tenant insurance to cover contents and personal belongings if a theft, fire, or flood were to occur. Kwanlin Dün is not responsible for contents of the unit or the tenants' personal belongings.

PROBATION PERIOD

Tenants will be on probation for the first two years of continuous tenancy in a KDFN rental unit. Failure to comply with the Housing Rental Policy and Tenancy agreement during the probation period will result in thirty (30) days' notice to end the tenancy.

OVERCROWDED & DOWNSIZING A HOUSEHOLD

If the number of permanent tenants in the unit results in the **household exceeding** the National Occupancy Standards definition, the household is considered to be under housed.

If the number of permanent tenants in the unit **is less than the number** of bedrooms in a unit, Community Services may request the household move to a smaller unit.

a. Community Services will confirm a transfer with a minimum of 60 days written notice.
b. Community Services will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation.
c. A new tenancy agreement will be signed for the replacement unit.

ACCESSING THE UNIT

The Landlord may enter a unit if:

a. There is an emergency,
b. The tenant consents at the time of entry, or not more than 7-days before entry,
c. The tenant gives consent to enter for a specific purpose,
d. Written notice of entry has been provided to tenants at least 24-hours in advance that specifies a reasonable purpose for entering, and the date of time of entry,
e. There are reasonable grounds to believe that a tenant has abandoned the unit.
f. Community Services may enter the unit between the hours of 8:00 a.m. and 8:00 p.m. except in an emergency;
g. If entering a unit during an emergency, Community Services representative is available, we may be accompanied by a witness. The tenant shall be notified in writing of the reason for the emergency entry.

LOCKS & FEES

When moving in

The landlord must provide each tenant with a key or access device to the building and the unit at no cost.

Changing locks

The landlord and the tenant must not change locks on the rental unit without the other's written permission.

If a tenant changes the locks without approval, the landlord can give written notice that the tenant has contravened the Residential Landlord and Tenant Act and must correct the situation within a reasonable period. The tenant must change the locks back and pay for the work done or give the landlord keys to the new locks. If the original lock was keyed to a master key, the tenant may need to restore the original lock and could be liable for the cost of replacement keys if the landlord is required to change the locks

REPAIRS & FEES

1. **Landlord's obligations:**
   a. The landlord must provide the residential property in a reasonable state of repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
   b. A tenant should notify the landlord if any repairs are required and has a duty to mitigate any damage to the property (such as taking steps to minimize damage in the case of emergencies)

c. If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may seek an order from the RTO for the completion and costs of the repair.

2. Tenant's obligations:

a. The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

b. If the tenant does not comply with the above obligations within a reasonable time, the landlord may discuss the matter with the tenant and may seek a monetary order through dispute resolution or provide written notice to the tenant for the cost of repairs, serve a notice to end a tenancy, or both.

3. Emergency Repairs:

c. 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.

d. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the landlord reasonable time to complete the repairs.

e. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and includes:

i. major leaks in pipes or the roof,
ii. damaged or blocked water or sewer pipes or plumbing fixtures,
iii. the primary heating system,
iv. damaged or defective locks that give access to a rental unit, or
v. the electrical systems.

SUBLETTING

Tenants are not permitted to sublet a KDFN rental unit. Any attempt to sub-let will put the tenant at risk of an end of tenancy (termination). As Kwanlin Dün is considered a 'housing agency', the requirement of the Residential Landlord and Tenant Act to reasonably permit subletting does not apply.

SAFER COMMUNITY AND NEIGHBORHOODS (SCAN)

Kwanlin Dün has entered into an agreement with Yukon Government regarding the Safer Community and Neighborhoods Act (SCAN) making all rental units subject to legislation. Tenants who are found in breach of the legislation may be subject to the eviction proceedings.

RESOLUTION of DISPUTES

(See KDFN Rental Housing Policy, Residential Landlord Tenant Act (RLTA) and KDFN Judicial Council information)

When a dispute occurs, the landlord will make an effort to resolve the issue with the tenant. To do this fairly, both the landlord and the tenant must know their rights, obligations, and resources.

a. The tenant can access the KDFN Housing Rental Policy online at www.kwanlindun.com or by walk-in at Community Services, 77 McClennan Rd, Whitehorse, YT.

b. Either the tenant or the landlord has the right to apply for dispute resolution to resolve a dispute, as provided under the *Residential Landlord and Tenant Act*. under the *Residential Landlord and Tenant Act*.

   Yukon Residential Tenancies Office (RTO): Contact information:
   307 Black Street, 1st Floor, P.O. Box 2703 C-7, Whitehorse, YT Y1A 2C6
   Call: 867-667-5944, fax: 867-393-6317 or email: rto@yukon.ca

c. KDFN Judicial Council (scope of support): contact information
   Phone: 867-335-6726 or email: kdfnjudicialcouncil@gmail.com

PETS

The tenant must have written approval from the landlord to have a pet in a KDFN rental unit.
A tenant who has approval to keep a pet must:

a. **Not keep more than two pets** unless a special permit for a third animal has been issued under the City of Whitehorse Animal Control Bylaw,

b. Ensure that the pet wears a tag displaying the name, address and telephone number of the tenant,

c. Not allow the pet outside the unit or property unless the pet is on a leash and under control of the owner,

d. Not allow the pet to bark excessively while tied up in the yard,

e. Keep their unit and surrounding area free of pet odors, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times,

f. Collect and properly dispose of their pet's waste,

g. Ensure that the rights of other tenants to peace and quiet, enjoyment, health and safety is not diminished because of the tenant's pet,

h. Not own a wild animal (with the designation of 'wild animal' to be at the sole discretion of the Director),

i. Register any exotic pet with Bylaw Services.

ENDING THE TENANCY BY LANDLORD

The landlord may terminate the tenancy agreement <u>with cause</u> if the tenant:

a. Is not paying rent or rental arrears

b. Uses the home to conduct illegal or criminal acts

c. Produces excessive noise and disturbs the neighbours (see Noise, sections 139-141)

d. Willfully or negligently causes significant damage to the unit or common areas

e. Ceases to be a citizen of KDFN

f. Abandons the property

g. Breaches any term of the tenancy agreement, or this policy, or

h. Commits any breaches found in section 52 of the Residential Landlord and Tenant Act.

ENDING THE TENANCY BY TENANT

The tenant may terminate the tenancy agreement by giving Community Services written notice one full month prior to the date they expect to leave.

The tenant remains responsible for paying rent and other housing charges in full as required under the terms of the tenancy agreement until the end of the tenancy.

Other Household members (Not including the applicant or co-applicant) **Please fill in all details- keep in mind if you lose your keys this person on this list may be able to get a key.**	
First Name:	Last Name:
Date of Birth:	
Name of First Nation:	
Relationship to applicant: (child, grandchild, aunt, uncle, or other family member, please specify)	
Key allowed to be given to this person	Y ☐ N ☐

First Name:	Last Name:
Date of Birth:	
Name of First Nation:	
Relationship to applicant: (child, grandchild, aunt, uncle, or other family member, please specify)	
Key allowed to be given to this person	Y ☐ N ☐

First Name:	Last Name:
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Key allowed to be given to this person	Y ☐ N ☐

First Name:	Last Name:
Date of Birth:	
Name of First Nation:	
Relationship to applicant: (child, grandchild, aunt, uncle, or other family member, please specify)	
Key allowed to be given to this person	Y ☐ N ☐

OFFICE USE ONLY
Number of keys given out

By signing this agreement, you agree to the term and conditions of this agreement.

Tenant: _____ **Co-Tenant:** _____

Print Name Print Name

_____ _____

Signature of Tenant Signature of Tenant

Landlord (KDFN Tenant Relations Manager, TRO, Director)

_____ Date: _____

Print Name

_____

Signature of Tenant Relations Officer

Additional Form if needed to be filled out by Tenant

Animals in unit		
Kwanlin Dün may allow the keeping of a pet (cat or dog) in a rental unit in accordance with this policy, providing that a safe and sanitary environment is maintained for all tenants, staff, and the general public, and that the physical condition of the unit and surrounding property is preserved. This policy does not apply to service or assistance animals and does not limit or impair the rights of persons with disabilities. **Please, circle your answer**		
a. Do you have any animals?	Y	N
b. Are any of your animal's service animals?	Y	N
c. Do you have any dogs?	Y	N
d. How many dogs do you have?	_____	
e. If you have any dogs, have they been spayed or neutered?	Y	N
f. Do you have any cats?	Y	N
g. How many cats do you have?	_____	
h. If you have any cats, have they been spayed or neutered?	Y	N
i. Do you have proof of compliance for your animals with City of Whitehorse Animal Control bylaw?	Y	N