

ACADIA FIRST NATION RESIDENTIAL TENANCY AGREEMENT

IN THIS RESIDENTIAL TENANCY AGREEMENT made in duplicate in the Province of Nova Scotia, on the _____ day of _____.

BETWEEN:

ACADIA FIRST NATION
(Referred to as the "AFN")

AND:

(Referred to as the "Tenant")

WHEREAS the AFN Chief and Council have exclusive authority over band housing on-reserve that is owned, built or financed by the AFN;

AND WHEREAS the AFN wishes to provide housing on AFN reserve lands to its' band members, to the extent available and subject to budgetary and other constraints;

AND WHEREAS the AFN wishes to establish band housing occupancy rules and policies to ensure that band members know and understand their responsibilities when occupying band housing;

AND WHEREAS the AFN and the Tenant wish to enter into this agreement to provide for the allocation of a band-owned house to the Tenant for residential occupancy.

NOW THEREFORE THE PARTIES AGREE THAT:

1. DEFINITIONS:

"AFN Reserve Communities" means Yarmouth Reserve, Gold River Reserve, Ponhook Reserve, Wildcat Reserve, Medway Reserve, and Gardiners Mill, together with any other future reserves or land ownings of the AFN.

“Occupant” means an individual who has been authorized by the AFN to permanently reside at a band-owned housing unit that has been allotted to a tenant.

“Premises” means the band-owned house or housing unit allocated by the AFN to the Tenant(s) under this Agreement.

“Tenant” means a band-member or a non-band member who has been allotted a band-owned housing unit for the purposes of a residential dwelling.

2. PREMISES

The AFN allocates to the Tenant for the sole use and occupancy as a residential dwelling the housing unit, located at _____ Street/Avenue/Lane, _____ reserve, to be referred to as the “Premises”. This Agreement is a contractual license and is not a grant of any property right.

All Tenants, including AFN band-members and non-band members, who have been allocated a band-owned housing unit, will be required to sign this tenancy agreement.

3. OCCUPANTS

The following persons will be the only authorized permanent occupants of the Premises during the term of this Agreement unless the AFN consents in writing to other persons becoming occupants. The Tenant acknowledges and agrees that this covenant is a material covenant of this agreement and that its breach will provide grounds for termination of this agreement.

Full name of all permanent adult occupants who will occupy the premises:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Full name of all permanent minor occupants, (under 18), including their age.

- 5. _____
- 6. _____

7. _____

8. _____

The Tenant is permitted to have guests at the premises. However, the Tenant agrees that he/she will not permit any guest to reside or visit the premises that have been deemed to be a threat to any of the AFN reserve communities or have been deemed to be a trespasser under the *Indian Act* by the AFN Chief and Council.

4. TERM

This agreement is for a term of 1 year, starting on _____, 2017, and may be renewed yearly by agreement, unless the agreement is terminated by either of the parties in accordance with the terms of this agreement.

5. PARTIES OBLIGATIONS

a) AFN's Obligations:

The AFN agrees to:

- provide and maintain the residential property in a reasonable state of repair, suitable for occupation by the tenant;
- provide the tenant with a refrigerator, stove, washer and dryer and all will be in good working order.

b) Tenant's Obligations:

The Tenant agrees to:

- keep the Premises in good, clean condition and be responsible for the general daily upkeep and maintenance of the house, which includes cleaning/maintaining the house and area surrounding the house;
- not mark or deface the interior walls or floors of the house;
- keep the interior and the doors, windows, fixtures, equipment and fittings in habitable and usable condition, except where damage is caused by reasonable wear and tear, fire or storm, and to return the premises to the AFN in good and habitable condition at the end of the tenancy;
- repay the AFN all expenses arising from damage to the Premises, caused by you or any person you permit on the Premises;

The Tenant agrees not to:

- use the premises for any purpose other than as a residential unit;
- do or permit to be done on the Premises, anything which in the AFN's opinion may become a nuisance to neighbors of the Tenant or may cause annoyance or otherwise interfere with the quiet and enjoyment of the neighborhood;
- engage in any conduct or activity within their housing unit which may result in criminal activity occurring within the housing unit, especially activity that places the neighborhood at risk or fear for their safety;
- make alterations to the Premises without the AFN's prior written consent in writing.
- place, leave or permit to be placed or left on, in or around their housing unit any material or garbage which may cause a health or safety hazard, either within or outside the housing unit. Food waste should not accumulate in any outdoor receptacle beyond one day as it poses both a health hazard and may attract animals.

Where property damage occurs to the premises, the tenant agrees that the AFN shall have the ability to deduct from any monies payable to the tenant by the AFN so as to settle any arrears accrued from such property damage

The Tenant agrees that all improvements made to the Premises will become the property of AFN.

Where major repairs or maintenance is required to the premises, any requests for repair/maintenance services will be directed by the Tenant to the AFN Housing Department.

6. SERVICES

The Tenant will be responsible for the connection of electrical services to the premises.

AFN shall not, without the consent of the Tenant in writing, disconnect or cause to be disconnected, heat, water or electric power services being furnished to the residential premises, unless the Tenant has been evicted from the premises or has abandoned the premises and this agreement has been terminated between the parties.

Where services such as cable television, internet or telephone are installed at the premises, such services will be the responsibility of the Tenant alone.

7. EVICTION

Where the Tenant fails to observe any term, provision or covenant under this Tenancy Agreement, specifically including the Tenant's obligations contained within section 5, and such failure shall continue for a period of ten (10) calendar days after notice thereof has been given by the AFN to cure such default; such event shall constitute a default by the Tenant of the terms of their Tenancy Agreement and result in eviction and all rights of the Tenant or any Occupant hereunder shall absolutely cease.

A breach of this Agreement by the Tenant gives the AFN or its agent the right to re-enter the premises or any part of it, and thereafter possess it as if this Agreement has not been made.

Where the AFN receives formal complaints regarding disturbance of the peace by the Tenant or Occupants, the AFN will provide a warning to the Tenant(s). If after receiving the warning the disturbance to the peace continues, AFN has the right to give a notice of eviction to the Tenants.

All notice of evictions will be in writing and provided to the tenants by the AFN at the Premises.

8. ABANDONMENT

A unit reported uninhabited to the AFN Housing Department and left uninhabited for more than 30 days will be considered abandoned. In such circumstances, the AFN will attempt to contact the Tenant by telephone and if unable to contact the AFN will send a written letter by registered mail indicating the Tenant will have 30 days to contact the AFN, or the AFN will treat this Agreement as terminated.

If the Tenant abandons the Premises or terminates the tenancy otherwise than in the manner permitted, the AFN may mitigate damages that may be caused by the abandonment or termination, and the Tenant will be charged for the incurred damages.

9. TERMINATION

This residential agreement may be terminated by:

- (a) Mutual agreement;
- (b) the tenant, or
- (c) AFN for cause, including abandonment or eviction, or default of the agreement by the Tenant.

The AFN and the Tenant may mutually agree in writing to terminate the tenant's occupancy of the premises on a specific date.

A Tenant may voluntarily relinquish occupancy of their housing unit by providing to the AFN a minimum of thirty (30) calendar days' notice in writing. The AFN may waive notice in whole or in part.

Otherwise, the tenancy will expire at the end of the Term if it is not renewed.

10. ENTRY OF PREMISES

Except in the case of an emergency, eviction, or abandonment, the AFN shall not enter the Premises without the consent of the Tenant unless:

1. notice of termination of the tenancy agreement has been given and the entry is at a reasonable hour for the purpose of exhibiting the premises to prospective tenants and reasonable efforts have been made to give the tenants at least four hours' notice; or
2. the entry is made during the daylight hours and written notice of the time of the entry has been given to the tenant at least 24 hours in advance of the entry.

11. ENTRY DOORS

Except by mutual consent, neither the AFN nor the Tenant shall, during occupancy by the Tenant under the tenancy, alter or cause to be altered the lock on a door that gives entry to the Premises. If AFN acts under section 9, it may change the locks.

12. INSURANCE

The AFN, as the owner of the housing unit, will bear the cost of insurance for the home.

The Tenant, as the occupant of the housing unit, will be responsible for the cost of personal contents insurance.

The Tenant will not do or omit to do something which may render void or voidable any policy of insurance for the housing unit.

13. PETS

Tenants shall be liable for all losses or damages that may be caused to their premises by their pet or animal. Further, each Tenant shall be fully responsible

for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pet or animal.

14. ASSIGN OR SUBLET

The Tenant shall not assign or sublet the premises.

15. AMENDMENT

This Agreement constitutes the entire agreement between the Parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and may only be subsequently supplemented or amended by a written agreement subscribed by the Parties.

16. INDEMNIFICATION

The Tenant will indemnify and save the AFN harmless for all liabilities, fines, suits, and claims of any kind for which the AFN may be liable, or suffer by reason of the Tenant's occupancy of the premises

17. JOINT OBLIGATIONS

If there is more than one Tenant, the obligations hereunder shall be joint and several, meaning that both are fully liable.

SIGNED, SEALED AND DELIVERED DUPLICATE at _____ on the _____ day of _____, 20____ in the presence of:

Witness

Tenant

Witness

Tenant

Witness

Acadia First Nation

