



A DEPARTMENT OF GARDEN RIVER FIRST NATION

Family Gathering

RENTAL AGREEMENT – APPENDIX B

This Rental Agreement is made on 18 April, 2017 (the "Agreement")

BETWEEN:**GARDEN RIVER FIRST NATION ("GRFN"),**

an Indian Band within the meaning of s. 2 of the Indian Act, R.S.C. 1985, c. I-5, as amended,
with an address at 7 Shingwauk Street, Garden River, Ontario P6A 6Z8
(the "Landlord")

AND: _____

TENANT NAME
(the "Tenant")

BEING COLLECTIVELY THE PARTIES (THE "PARTIES") TO THIS AGREEMENT. IN CONSIDERATION OF THE MUTUAL PROMISES SET OUT IN THIS AGREEMENT, THE SUFFICIENCY OF WHICH IS AGREED TO BY BOTH PARTIES, THE PARTIES AGREE AS FOLLOWS:

APPLICATION OF THE GARDEN RIVER HOUSING POLICY

The Landlord administers its rental housing program pursuant to the GRFN Housing Policy (the "Housing Policy"), which applies to and forms part of this agreement. By signing this agreement the Tenant acknowledges that he or she has read and understood the Housing Policy and agrees to be bound by both the terms of this agreement and the Housing Policy, as amended from time to time. In the event of any inconsistency between this agreement and the Housing Policy, this agreement shall prevail.

1. TENANT INFORMATION

Primary Tenant

Full name:		Mailing Address:
Phone #1:	Phone #2:	
Email Address:		Membership No.:

Co-Tenant (if applicable)

Full name:		Mailing Address:
Phone #1:	Phone #2:	
Email Address:		Membership No.:



2. THE RENTAL PROPERTY

a. The Landlord holds the right of possession to the rental property known as:

Address:

Lot #:	House #:	Type of Dwelling:	# of BR:
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3. AGREEMENT TO RENT

a. The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.

4. CHANGES TO THIS AGREEMENT

- a. The Landlord may make changes to this agreement from time to time and, subject to paragraph 5(b), any change or addition to this agreement must be agreed to in writing by the Parties and appended to this agreement.
- b. Notwithstanding paragraph 5(a), the Landlord may amend or alter this agreement at its sole discretion and without the Tenant’s agreement or consent as it applies to the following:
 - i. an increase to Rent;
 - ii. a withdrawal of, or a restriction on, a service or facility;
 - iii. eviction for cause;
 - iv. pets;
 - v. access and inspection for purposes of health and safety; and
 - vi. access for purposes of asset protection and maintenance.

5. AUTHORIZED OCCUPANTS

a. Only the following persons are authorized to occupy the Rental Unit on a permanent basis (continual residence for a period of 21 or more days):

Name	Member #	Birth Date	Sex

(collectively, the “Authorized Occupants”)

- b. The Rental Unit shall not have more than 4 Authorized Occupants.
- c. The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d. The Tenant may permit visitors to stay at the Rental Unit for up to 20 consecutive days.
- e. The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- f. The Tenant shall be 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.



6. TERM AND TERMINATION

- a. The Tenant's right to occupy the Rental Unit starts on the 18 day of APRIL, 2017, and expires on the 31st of March immediately following that date (the "Term").
- b. Provided that the Tenant is in compliance with the terms and conditions of this agreement and the Housing Policy, the Parties may renew this agreement for a period of one year, expiring on March 31st of the year immediately following the date of renewal at the end of the Term (the "Subsequent Term") and at the end of each Subsequent Term thereafter.
- c. If the Tenant does not wish to renew this agreement upon the expiry of the Term or Subsequent Term, the Tenant shall provide the Landlord with written notice of non-renewal 30 days prior to the end of the Term or Subsequent Term and shall vacate the Rental Unit at the end of the Term or Subsequent Term in accordance with section 14 of this agreement.
- d. Notwithstanding paragraph 7(c), if the Term begins after March 1st, the Tenant may give the Landlord written notice of non-renewal at any time during the Term and shall vacate the Rental Unit at the end of the Term in accordance with section 14 of this agreement.
- e. If the Parties do not renew this agreement at the end of the Term or Subsequent Term, and the Tenant has not given written notice of non-renewal, then a new tenancy from month to month shall be created and shall be subject to the terms and conditions of this agreement insofar as they are applicable to a month to month tenancy.
- f. The Landlord may terminate a month to month tenancy created pursuant to paragraph 7(e) at any time upon giving the Tenant 30 days written notice of termination.
- g. The Parties may mutually agree in writing to terminate this agreement at any time during the Term or Subsequent Term, and such agreement will specify the date on which the Tenant will vacate the Rental Unit.
- h. The Landlord may terminate this agreement for cause at any time in accordance with section 12 (Eviction) of this Agreement.
- i. The Tenant may terminate this agreement at any time by providing 30 days written notice to the Landlord, and is responsible for payment of any Rent coming due within the 30 day period. Such written notice must:
 - j. include the address of the Rental Unit;
 - k. include the date of termination; and
 - l. be signed and dated by the Tenant.
- m. The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rental Unit for this purpose.
- n. If the Tenant moves out of the Rental Unit without providing 30 days notice as required under this agreement, he or she shall be responsible for paying the Rent for the following month.

7. RENT

- a. The Tenant agrees to pay rent in the amount of \$442.90 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 Landlord's Housing Policy.
- b. The Tenant shall pay the first month's Rent to the Landlord prior to moving into the Rental Unit.
- c. Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$191.88 prior to moving into the Rental Unit to cover the period beginning on the 18 APRIL of 2017 and ending on the last day of such month.
- d. The Landlord will accept payment by cash, certified cheque, money order or bank draft. Payment is to be made at the Finance Office in the GRFN main administration building.
- e. The Landlord may review the Rent each year on the anniversary date of this agreement, and may increase the Rent for the following year, by up to 3% per year, or in accordance with the CMHC operating budget.
- f. The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.



- g. Where there is more than one Tenant under this agreement, each Tenant is jointly and severally liable for the full amount of the Rent.
- h. The Rent includes the following equipment and services (check all that apply):

<input type="checkbox"/>	Water	<input type="checkbox"/>	Stove and oven
<input type="checkbox"/>	Sewer	<input type="checkbox"/>	Refrigerator
<input type="checkbox"/>	Garbage pick-up	<input type="checkbox"/>	Carpets
<input type="checkbox"/>	Road maintenance	<input type="checkbox"/>	Washer
<input type="checkbox"/>	Snow removal	<input type="checkbox"/>	Dryer
<input type="checkbox"/>	Other (specify):	<input type="checkbox"/>	Heating System (specify, e.g. baseboards, woodstove, furnace, heat pump):

- j. The Rent does not include electricity, heat/fuel, cable/internet or telephone. The Tenant is solely responsible for arranging and paying for any and all equipment and services not included in the Rent.
- k. If the Tenant receives regular payments of wages or honoraria from the Landlord’s payroll, or is otherwise on the Landlord’s payroll, then the Tenant agrees that the Landlord may deduct the Rent from the Tenant’s wage or honorarium cheques.

Initials: Landlord Tenant

8. SECURITY DEPOSIT

- a. Upon execution of this agreement, the Tenant will pay to the Landlord a security deposit equivalent to one month’s Rent to be held by the Landlord against proper performance of the Tenant’s covenants under this agreement (the “Security Deposit”), unless the Tenant receives social assistance, in which case no Security Deposit is required.
- b. The Landlord acknowledges receipt from the Tenant of \$ _____ as the Security Deposit on, _____ 20____.

Initials: Landlord Tenant

OR

- c. The Landlord acknowledges that the Tenant receives social assistance and is not required to provide Security Deposit.

Initials: Landlord Tenant

- d. The Security Deposit, plus accrued interest, will be reimbursed to the Tenant within 30 days of the Tenant vacating the Rental Unit, unless:
 - e. the Tenant does not leave the Rental Unit in the condition as required under Section 15 (Vacating the Rental Unit) of this agreement; or
 - f. the Tenant has unpaid Rent or rental arrears or otherwise owes the Landlord money under this agreement.
- g. The Landlord is entitled to use the Security Deposit to:
 - h. pay for the cost of repairing any damage to the Rental Unit not caused by normal wear and tear; and/or
 - i. cover any unpaid Rent or rental arrears or other amounts which the Tenant owes to the Landlord in accordance with this agreement.
- j. Any portion of the security deposit remaining after the Landlord has used the Security Deposit in accordance with paragraph 9(d) shall be reimbursed to the Tenant.



9. FAILURE TO PAY RENT / RENTAL ARREARS

- a. The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before midnight of the day it is due.
- b. If the Tenant falls into arrears, the Tenant must immediately make an appointment with the Housing Supervisor or Tenant Relations Officer to pay the arrears or, if the Tenant is unable to pay the arrears, to negotiate an Arrears Recovery Agreement.
- c. If the Tenant enters into an Arrears Recovery Agreement, the Tenant will be required to pay Rent in accordance with this Tenancy Agreement and in addition to pay the arrears in accordance with the Arrears Recovery Agreement. If the Tenant fails to comply with all the terms of the Arrears Recovery Agreement, the Tenant will be evicted without further notice.
- d. If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Recovery Agreement has been entered into, within the times set out below, the Landlord will send the Tenant:
 - e. a First Notice of Non-Payment 5 days after the Rent was due;
 - f. a Second Notice of Non-payment 10 days after the Rent was due; and
 - g. a Final Notice of Non-payment 15 days after the Rent was due.
- h. If the Tenant fails to pay the entire outstanding amount or to negotiate an Arrears Recovery Agreement within the times set out in the Final Notice of Non-Payment, the Landlord will send the Tenant a Notice of Termination of Tenancy/Eviction.
- i. If the Tenant receives a Notice of Termination as set out in paragraph 10(e) the Tenant must vacate the Rental Unit within the time specified in that notice and shall leave the Rental Unit in the condition required under paragraph 16(b) of this agreement.
- j. If the Tenant fails to pay Rent on time more than three times in one calendar year, the Landlord may terminate the Tenancy Agreement and evict the Tenant.

10. USE OF THE RENTAL UNIT

- a. Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b. The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.
- c. The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- d. The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement for cause.
- e. The Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

11. PETS

- a. NO pets are permitted inside or outside the Rental Unit without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum, as set out in the Housing Policy, signed by the Landlord and Tenant and appended to this agreement.
- b. The Tenant shall comply with the GRFN Animal Control Bylaw at all times.
- c. The Tenant shall meet his/her obligations for care of the Rental Unit and property as outlined in this agreement, the Housing Policy and the pet policy addendum to this agreement.
- d. The Tenant will be solely responsible for any damage to the Rental Unit that is caused by his/her pet(s).



12. EVICTION

- a. If the Tenant fails to perform or observe any of his or her covenants in this agreement or in the Housing Policy, or otherwise breaches the terms of this agreement or the Housing Policy, the Landlord may terminate this agreement for cause and issue an eviction notice, and 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. Without limiting the generality of the preceding paragraph 14(a), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i. the Tenant fails to pay the Security Deposit within 30 days of the execution of this agreement;
 - ii. the Landlord determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Unit as a result of the false declarations;
 - iii. the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit;
 - iv. the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit;
 - v. the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community;
 - vi. the Tenant ceases to be a GRFN member or there are no Authorized Occupants who are GRFN members;
 - vii. the Tenant does not repair, clean and/or maintain the Rental Unit as required under this agreement; and/or
 - viii. the Tenant has failed to comply with a material term of this agreement.
- c. Upon receiving an eviction notice, the Tenant shall have 24 hours to vacate the Rental Unit and shall leave the Rental Unit in the condition required under paragraph 16(b) of this agreement.

13. CONDITION INSPECTIONS

- a. The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
 - ii. upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - iii. at any time when the Tenant starts keeping a pet during the tenancy;
 - iv. at the end of the tenancy;
 - v. at any time as may be required by CMHC; and
 - vi. at any other time as the Landlord may reasonably require.
- b. The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours prior written notice to the Tenant.
- c. The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
 - i. there is an emergency and the entry is necessary to protect life or property;
 - ii. the Tenant gives the Landlord permission; or
 - iii. there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days.

14. VACATING THE RENTAL UNIT

- a. The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the "Termination Date"). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b. On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - iii. floors and walls are cleaned and washed;
 - iv. carpets vacuumed and cleaned, all stains shampooed out;
 - v. all electric light bulbs functioning and in place
 - vi. all light fixtures whole and undamaged;



- vii. refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - viii. range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - ix. all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - x. all garbage removed from Rental Unit;
 - xi. washer and dryer cleaned inside and out; and
 - xii. all debris cleaned out from under or behind any appliances.
- c. The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

15. INSURANCE AND INDEMNITY

- a. The Tenant is solely responsible for insuring his or her own personal property at his or her own expense against loss from any and all causes. The Landlord, including the GRFN Housing Department shall in no event be responsible for the loss, destruction, theft of, or damages to, such property.
- b. The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- c. The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally and/or the GRFN Housing Department specifically.
- d. The Landlord shall maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or other act of God.
- e. The Tenant shall be responsible to pay the deductible on the Landlord's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.

16. MAINTENANCE

LANDLORD RESPONSIBILITIES

- a. The Landlord shall perform and/or bear the cost of repairs that are deemed to be the Landlord's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b. The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c. Subject to paragraph 14(b) and funding availability, the Landlord is responsible for the following major repairs and replacements:
 - i. roof repairs;
 - ii. plumbing repairs;
 - iii. hot water tank replacement;
 - iv. electrical system repairs;
 - v. major structural repairs;
 - vi. electrical fixture replacement;
 - vii. repairing or replacing appliances owned by the Landlord;
 - viii. replacing broken windows and screens;
 - ix. repairing and replacing floors, doors and cupboards;
 - x. repairing or replacing locks;
 - xi. repair of damage or vandalism that has been reported to the Landlord by the Tenant within _____ hours/days of its occurrence, that is not attributed to the negligence or wilful act of the Tenant, another Authorized Occupant, or guest of the Tenant, as determined by the Landlord, acting reasonably; and
 - xii. any other major repairs or replacements deemed reasonable by the Landlord(collectively, the "Landlord Repairs").
- d. The Tenant shall provide the Landlord with written notice of any Landlord Repairs that may be required and the Landlord shall have a reasonable time to perform the Landlord Repairs.
- e. The Tenant shall ensure that any area where the Landlord is to perform Landlord Repairs is safe and free of clutter, waste and/or other hazards that could render the performance of the Landlord Repairs hazardous.



TENANT RESPONSIBILITIES

- a. The Tenant shall be directed to carry out and/or bear the cost of repairs that are deemed to be the Tenant's responsibility under the terms of this agreement and as detailed in Schedule "A" to this agreement.
- b. The Tenant is responsible for general maintenance, cleaning, decorative repairs, and minor day-to-day repairs and replacements and is solely responsible for the carrying out and/or bearing the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- c. If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within a reasonable time, the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- d. The Tenant shall keep the grounds surrounding the Rental Unit clean, the grass cut and free of refuse, animal waste, uninsured and/or inoperable vehicles or vessels, vehicle parts, equipment, appliances, and debris such as building materials. If the Landlord has to remove any of these items or do yard clean up then the Tenant will be invoiced the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- e. The Tenant is not responsible for replacements or repairing damage that is caused by normal wear and tear. For greater clarity, normal wear and tear is unavoidable deterioration to the Rental Unit and its fixtures that naturally and inevitably occurs as a result of normal use or aging and includes some matting of carpeting, a few nail holes, and some fading or yellowing of paint, but does not include stains or burns on the carpet, broken windows, broken or missing blinds or window coverings, gouges in the doors or walls, infestations caused by pets or negligence, pet scratches on molding or doors, or damage caused by the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- f. The Tenant shall immediately report all damage to the Rental Unit to the Landlord within 3 days, or immediately if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.
- g. The Tenant shall be responsible for all costs, including applicable insurance deductibles, associated with repairs to the Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur from the wilful or negligent conduct of the Tenant, an Authorized Occupant or a guest.
- h. The Landlord may require the Tenant to undertake reasonable repair or maintenance on the Rental Unit by written notice within a specified time where the repair or maintenance is the responsibility of the Tenant under this agreement.
- i. If the Tenant fails to carry out a repair or replacement for which he/she is deemed responsible within the time specified in the notice given under paragraph 18(m) the Landlord may perform the repair or replacement and invoice the Tenant for the cost of doing so. Failure of the Tenant to remit payment for such costs is a breach of this agreement.
- j. The Landlord may charge any amounts owing for invoices given to the Tenant under this section as Additional Rent and any such Additional Rent shall be payable as Rent in accordance with section 7 (Rent) of this Agreement.
- k. The Tenant must receive written permission from the Landlord prior to making any major repairs, alterations, additions or improvements to the Rental Unit and, where applicable, is responsible for obtaining any permits or licenses required under any GRFN policy or law.
- l. If the Tenant makes an alteration, addition or improvement to the Rental Unit without first obtaining permission from the Landlord, the Tenant shall be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Landlord. The Tenant shall not be reimbursed for any alteration, addition or improvement he/she completed at his/her own expense.
- m. Except where otherwise agreed to in writing by the Parties, all improvements to the Rental Unit will become the property of the Landlord upon the termination of this agreement.

17. 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, and are limited to repairs to:
 - 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. the electrical system;



- v. deficiencies to the integrity of the structure; and
 - vi. damages that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of persons.
- b. The Landlord shall post and maintain in a conspicuous place at the Rental Unit, or give to the Tenant in writing, the name, telephone number and email address of the designated contact person for Emergency Repairs.
- c. If Emergency Repairs are required:
- i. the Tenant shall contact the designated contact person immediately and without delay;
 - ii. the Tenant will make at least two attempts to contact the designated contact person, and shall give the Landlord a reasonable time to complete the Emergency Repairs;
 - iii. if the Landlord does not complete the Emergency Repairs within a reasonable time, the Tenant may undertake the Emergency Repairs, and claim reimbursement from the Landlord upon presentation of a receipt; and
 - iv. the Landlord may take over completion of the Emergency Repairs from the Tenant at any time.

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. If the Rental Unit locks or door frame are damaged as a result of forced entry by a third party, the Landlord shall repair the locks, hardware, door and/or frame.
- c. The Tenant shall not change locks or other means of access to the Rental Unit, without the Landlord's prior written consent.

19. QUIET ENJOYMENT OF THE RENTAL UNIT

- a. For the duration of this agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to quiet enjoyment and exclusive use of the Rental Unit, reasonable privacy, and freedom from unreasonable disturbance.

20. ABANDONMENT

- a. The Rental Unit is deemed to be abandoned if the Tenant has been absent from the Rental Unit for 30 or more consecutive days without the Landlord's prior written consent and the Rent and/or utility payments are unpaid for 30 days or more and the Tenant has not communicated with the Landlord regarding the rental arrears.
- b. If the Rental Unit is abandoned, this agreement is terminated and the Landlord may re-enter the Rental Unit and such re-entry may be made without notice to the Tenant and without liability for damage or prosecution.
- c. If the Tenant leaves any personal property at or in the abandoned Rental Unit, the Tenant will have 5 days from the date the Rental Unit is deemed abandoned to obtain permission from the Landlord to enter the Rental Unit and remove the personal property, after which, the Landlord may dispose of the personal property at its sole discretion.
- d. If the Rental Unit is abandoned, the Tenant shall be liable to the Landlord for:
- e. any costs the Landlord incurs to store and dispose of any of the Tenant's personal property remaining at or in the Rental Unit and to repair, clean or otherwise bring the Rental Unit into re-rentable condition; and
- f. Rent for the month following the date the Rental Unit is deemed abandoned and any outstanding rental arrears.
- g. The Landlord may apply any proceeds of disposition of the Tenant's personal property to the costs and debts set out in paragraph 22 (d) and may claim for any deficiency outstanding, and recovery of these amounts shall constitute damages recoverable by the Landlord as a consequence of the breach of this agreement by the Tenant.

21. LIABILITY

- a. The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i. any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii. any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
 - iii. without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam,



- sprinkler or drainage pipes or plumbing works of the same or from any place or quarter;
- iv. any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
 - v. any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
 - vi. any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm; lightning; flood; earthquake; infestation of vermin; and insects.

22. 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.

23. 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 in the Housing Policy, the dispute may then be resolved through an independent third party arbitrator identified and selected by the Landlord. All decisions of the arbitrator shall be final.

24. LEGAL

- a. Nothing in this agreement constitutes an allotment under s. 20 of the Indian Act, and shall not be construed as evidence of an intention by the Landlord to transfer legal possession of lands set apart for the use and benefit of the members of GRFN, 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.

25. NOTICE

- a. All notices under this agreement are to be given in writing and shall be deemed to have been received by the other party:
 - i. if by hand or courier, on the date of delivery;
 - ii. if by mail or registered mail, that date 5 business days after mailing; and
 - iii. if by fax or email, on the date of transmission or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business on the first working day following the transmission.
- b. Notice to the Tenant may be given by:
 - i. hand delivery to the Tenant;
 - ii. ordinary or registered mail to the Tenant's residential address as provided in section 2 of this agreement;
 - iii. leaving a copy with an adult who apparently resides with the Tenant;
 - iv. leaving a copy in a mail box or mail slot for the address at the Rental Unit;
 - v. attaching a copy to a door or other conspicuous place on the Rental Unit; or
 - vi. transmitting a copy to a fax number or email address provided by the Tenant.
- c. Notice to the Landlord may be given by:
 - i. hand delivery to the Landlord's Housing Manager or the Housing Department Receptionist;
 - ii. ordinary or registered mail to the Landlord's Housing Department;
 - iii. leaving a copy at the Landlord's Housing Department in such place as may be designated by the Landlord for such delivery;
 - iv. attaching a copy to the front door of the Landlord's Housing Department; or
 - v. transmitting a copy to the Landlord's Housing Department's fax number or email address.



26. GENERAL

- a. Time is of the essence in this agreement.
- b. All payments to the Landlord under this agreement will be provided to _____ and will be made by cash, cheque, bank draft, or money order or made payable to _____.
- c. Words in the singular include the plural form, unless the context otherwise requires.
- d. This agreement, the Schedules to this agreement, and the Housing Policy, constitute the entire agreement between the Parties pertaining to the subject matter of this agreement, and supersede all previous or collateral understandings, representations, undertakings, statements or other agreements.

27. ADDITIONAL TERMS

The following are additional terms agreed to by the Landlord and the Tenant (e.g. parking, smoking, etc.)

Initials: **Landlord** **Tenant**

28. ACCEPTANCE

- a. The Tenant acknowledges that he or she has read this agreement, the Schedules to this agreement and the Housing Policy, and that he or she understands and agrees with the provisions of this agreement, its Schedules and the Housing Policy, and that he or she has had the opportunity to seek independent legal advice with respect to this agreement.

The parties have executed this Agreement in on the _____th day of _____, _____.

Signed by GARDEN RIVER FIRST NATION)
 AUTHORIZED SIGNATORY at Garden River First Nation)
 in the Province of Ontario this)
 _____th day of _____, _____,))
 in the presence of:)
)
)
 _____))

LANDLORD

Carrie L. Zeppa
 Tenant Relations Officer, Authorized Signatory Garden
 River First Nation Housing Department

Signed by _____, TENANT NAME , Tenant at))
 _____, CURRENT ADDRESS)
 Garden River First Nation in the Province of Ontario)
 this _____th day of _____, _____,))
 in the presence of:)
)
 _____))

TENANT

Signature of Tenant



Schedule “A”

MAINTENANCE AND REPAIR RESPONSIBILITIES OF THE LANDLORD & TENANT

1. INTRODUCTION

This Schedule A is a more detailed description of the Parties’ responsibilities for the maintenance and repair of the Rental Unit covered by the Rental Agreement.

2. TENANT RESPONSIBILITIES

The Tenant shall be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest. In addition to any repairs or replacements required under the preceding paragraph, repairs, maintenance and replacements for which the Tenant shall be responsible, unless such work is required due to normal wear and tear on the Rental Unit, include:

- a. Exterior & Grounds
 - i. Damage to window and door screens.
 - ii. Holes in lawn caused by pets or children.
 - iii. Damage to fencing and garbage stands.
 - iv. Damage to lawns.
 - v. Damage to light fixtures.
 - vi. Damage to landings and stairs (willful or negligent damage)
- b. Interior of Building
 - i. Tile lifting because of excess water and/or because the floor has not been properly maintained.
 - ii. Carpeting that is soiled or torn.
 - iii. Cracked or chipped tile.
 - iv. Damage to drywall or doors.
 - v. Gouges in walls from furniture etc.
 - vi. Water damage to ceilings.
 - vii. Doors and lock sets damaged.
 - viii. Doors and drawers on kitchen cupboard doors.
 - ix. Bent or broken hinges on cupboard doors.
 - x. Broken locks and windows.
 - xi. Damaged or missing window frames.
 - xii. Handrails pulled off the walls.
 - xiii. Stairs chewed or gouged.
 - xiv. To clean exhaust fans - kitchen and bathroom.
- c. Electrical
 - i. Missing or broken switch and plug plates.
 - ii. Damage to porcelain lamp holders.
 - iii. Damage to interior pull chain light switches.
 - iv. Damage to light fixtures.
- d. Appliances
 - i. Cracked interior walls of fridges.
 - ii. Chipped or cracked porcelain on stove and fridge.
 - iii. Ice trays missing or damaged.
 - iv. Range elements missing.



- e. Plumbing
 - i. Plugged toilet, sink, or sewer line and filters.
 - ii. Stripped water taps, stems and handles.
 - iii. Chipped or cracked porcelain on sink, bathtub or toilet
 - iv. Damaged toilet seats.
 - v. Broken toilet or sinks (bathroom).
 - vi. Damaged trip levers.
- f. Heating
 - i. Furnace cleaning including chimneys.
 - ii. Clean air filter on furnaces.
 - iii. Thermostats damaged / damage to oil tanks.
 - iv. Clean HRV and filter.

Initials: **Landlord** **Tenant**

3. LANDLORD RESPONSIBILITIES

The Landlord is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.

- a. Repairs for which the Landlord is responsible include:
 - i. Structure
 - ii. Cracks in walls and ceilings due to construction.
 - iii. Sticking doors, when reported immediately and no other damages occurs.
 - iv. Sagging or shifting door frames.
 - v. Siding replacement (10-15 years).
 - vi. Load Bearing Walls & Foundation repairs.
 - vii. Roof / Truss Repairs (10-20 years).
 - viii. Flooring repairs required due to normal wear and tear (5-10 years)
- b. Systems
 - i. Water leaks – plumbing, roof, and/or walls.
 - ii. Dripping taps.
 - iii. Broken or rusted out pipes and drains.
 - iv. Veneer coming off doors when reported immediately.
 - v. Burnt out light switches on stove.
 - vi. Major furnace repairs.

Initials: **Landlord** **Tenant**