



HOUSE RENTAL OBLIGATIONS

TENANT OBLIGATIONS

(as stated in the "House Rental with Option to Purchase" Agreement – August 2015)

The following are your obligations while you are a tenant of the Garden River First Nation. As a tenant of the Garden River First Nation, you are obligated to the following as per the "House Rental with Option to Purchase", Maintenance:

- 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 the preceding 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 Garden River 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.

Band Obligations

(as stated in the "House Rental with Option to Purchase" Agreement – August 2015):

GRFN Housing Department will maintain the rental units suitable for occupancy and tenancy. The GRFN Housing Department is responsible for preventative maintenance, repairs arising from normal wear and tear, and major repairs and replacements. Preventative maintenance and repairing normal wear and tear are generally defined as:

- 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 18(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
- 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.