



**STÁUTW FIRST NATION
RESIDENTIAL TENANCY LAW
No. [Insert Law no.]**

Table of Contents

PART 1 - PRELIMINARY MATTERS 6

Title 6

PART 2 - INTERPRETATION 6

Definitions 6

Interpretation provisions of Land Code Apply 9

Land Code Definitions 9

Severability..... 9

PART 3 - APPLICATION 9

Law Applies to Tenancies of Residential Property 9

Law Applies to Tenancy Agreement with Minor 10

What this Law Does Not Apply to 10

Law Cannot be Avoided 10

Enforcing Rights and Obligations of Landlords and Tenants 10

Liability for not complying with this law or a tenancy agreement 11

PART 4 - ADMINISTRATION OF THIS LAW 11

Appointment of Administrator 11

Duties of Administrator 11

PART 5 - RESIDENTIAL TENANCIES RIGHTS AND OBLIGATIONS..... 12

Division 1 - Creating a Tenancy Agreement 12

Tenancy Agreement must comply with Law..... 12

Tenancy Agreements include the standard terms..... 12

Council may prescribe standard form Tenancy Agreements..... 12

Additional Permitted Terms 13

Copy of Tenancy Agreement..... 14

Changes to Tenancy Agreement.....	15
Application and Processing Fees Prohibited.....	15
Start of Rights and Obligations.....	15
Terms Respecting Pets.....	15
Services Unspecified in Agreement.....	16
Division 2 - Security Deposits.....	16
Security Deposit for Manufactured Home Site Prohibited.....	16
Landlord of Rental Unit may Require Security Deposit.....	16
Amount of Security Deposit.....	16
Landlord Prohibitions Respecting Deposits.....	16
Tenant Prohibition Respecting Deposits.....	17
Division 3 - At The Start of a Tenancy.....	17
Application of Division.....	17
Condition Inspection: Start of a New Tenancy or New Pet.....	17
Consequences for Tenant if Report Requirements Not Met.....	18
Rekeying Locks for New Tenants.....	18
Division 4 - During a Tenancy.....	18
Rules About Payment and Non-Payment of Rent.....	18
Terminating or Restricting Services.....	19
Protection of Tenant’s Right to Quiet Enjoyment.....	19
Landlord’s Right of Entry.....	19
Tenant’s Right of Access Protected.....	20
Removal of Unauthorized Persons from Statew Housing Units.....	20
Prohibitions on Changes to Locks and Access – Manufactured Home Sites.....	21
Prohibitions on Changes to Locks and Access – Rental Units.....	21
Landlord and Tenant Obligations to Repair and Maintain.....	22
Emergency Repairs.....	22
Right to Assign or Sublet.....	24
Division 5 - At The Beginning or End of a Manufactured Home Site Tenancy.....	24
Moving or Insurance Bond.....	24
Leaving a Manufactured Home Site.....	24
Division 6 - At The End of a Tenancy – Rental Units.....	24
Condition Inspection: End of Rental Unit Tenancy.....	24
Consequences for Tenant and Landlord if Condition Inspection Report Requirements Not Met.....	25
Leaving the Rental Unit at the End of a Tenancy.....	25
Return of Security Deposit and Pet Damage Deposit.....	26

PART 6 - RENT INCREASES.....	27
Rent Increase.....	27
Unlawful Rent Increase Recovery	28
PART 7 - HOW TO END A TENANCY	28
Definition and Interpretation for Part 7	28
End of Tenancy Agreement.....	29
Tenant’s Notice	29
Notice to End Tenancy Agreement: Non-Payment of Rent	30
Notice to End Tenancy – for Cause.....	30
Amending a Notice to End a Tenancy	33
Early End of Tenancy Agreement on Order	33
End of Tenancy – Subsidized Rental Unit	34
Notice to End Tenancy Agreement – Landlord Use of Property.....	35
Early Notice by Tenant	37
Compensation Respecting Section 7.37 Notices – Rental Units.....	37
Compensation Respecting 7.37 Notices – Manufactured Home Sites	38
Form of Notice of End of Tenancy Agreement.....	38
Incorrect Notice to End Tenancy Agreement	39
Order of Possession for Tenant.....	39
Order of Possession for Landlord	39
PART 8 - RESOLUTION OF DISPUTES	40
Division 1 - Dispute Resolution Proceedings.....	40
Determining Disputes	40
Starting Proceedings	40
Limitation Period	41
Decisions Determined by Administrator	41
Division 2 - Mediation	42
Mediation Procedures	42
Roster of Mediators	42
Selection of Mediator.....	42
Time Suspended.....	43
Mediator	43
Order to Comply With Agreement.....	44
Conflict of Interest	44
Notice.....	44
Division 3 - Arbitration.....	44

Arbitrators Appointed by Council	44
Landlord and Tenant Selection of Arbitrator	45
Application to Administrator to Designate an Arbitrator	45
Similar Disputes – Arbitration	46
Role of the Administrator	47
Arbitrator’s Authority Respecting Dispute Resolution Proceedings	47
PART 9 - MANUFACTURED HOME PARKS	48
Local Park Committee	48
Park Rules.....	48
Park Committee Role in Dispute Resolution	49
PART 10 - GENERAL.....	49
Contractual Relationship	49
Application of Certain Principles	49
Discrimination by Source of Income Prohibited	50
Material Terms	50
Monetary Claims	50
Service of Documents	50
General	52
Fees, Forms and Procedures	52
Offences.....	53
Immunity	53
SCHEDULE I – RESIDENTIAL TENANCY RULES.....	55
SCHEDULE II – MANUFACTURED HOME TENANCY RULES.....	74

**STÁUTW (TSAWOUT) FIRST NATION
RESIDENTIAL TENANCY LAW
No. [Insert number]**

WHEREAS:

- A. The members of the STÁUTW First Nation have in common inherent rights, customs, and traditions and the inherent right to self-government which are recognized in the Douglas Treaty and affirmed by Section 35 of the *Constitution Act*, 1982;
- B. The STÁUTW First Nation also chose to assume control of its Indian reserve lands and resources pursuant to the *First Nation Land Management Act*, S.C. 1999, c. 24 by entering into the Individual Agreement on First Nation Land Management between Tsawout First Nation and Her Majesty the Queen in Right of Canada, and by adopting the *Tsawout First Nation Land Code*, which came into force and effect on May 29, 2007;
- C. Under section 6.1 of the *Tsawout First Nation Land Code*, the Council is authorized to make laws respecting the use and possession of First Nation Land;
- D. Under section 6.2 of the *Tsawout First Nation Land Code*, the Council is authorized to make laws to provide for the rights and responsibilities of landlords and tenants and laws respecting the schedule, control, authorization and prohibition of the occupation and development of land; and
- E. The Council deems it advisable, necessary and in the best interests of the STÁUTW First Nation and all residents and occupiers of First Nation Land to enact a Law to regulate Residential Property on First Nation Land.

NOW THEREFORE, the Council of STÁUTW First Nation hereby enacts the following Law:

Part 1 - PRELIMINARY MATTERS

Title

- 1.1 This Law may be cited as the Tsawout First Nation Residential Tenancy Law No. [insert number].

PART 2 - INTERPRETATION

Definitions

2.1 For the purposes of this Law, the following definitions apply:

“Administrator” means a person or persons appointed by Council pursuant to section 4.1 of this Law;

“Arbitrator” means an Arbitrator appointed under Part 8 [Resolution of Disputes] of this Law;

“Common Areas” means any part of a Residential Property the use of which is shared by Tenants, or by a Landlord and one or more Tenants, including for greater certainty Common Areas of a Manufactured Home Park;

“Court” means Court of competent jurisdiction;

“Fixed Term Tenancy” means a Tenancy Agreement that specifies the date on which the tenancy ends;

“Landlord” in relation to a Rental Unit or Manufactured Home Site, includes any of the following:

- (a) a permittor, lessor, sublessor, owner or other person who, on behalf of the Landlord;
 - (i) permits occupation of the Rental Unit or Manufactured Home Site under a Tenancy Agreement; or
 - (ii) exercises powers and performs duties under this Law or a Tenancy Agreement;
- (b) the heirs, assigns, personal representatives and successors in title and in person, referred to in paragraph (a);
- (c) a person, other than a Tenant occupying the Rental Unit or whose Manufactured Home occupies the Manufactured Home Site, who:
 - (i) is entitled to possession of the Rental Unit or Manufactured Home Site; and
 - (ii) exercises any of the rights of a Landlord under a Tenancy Agreement or this Law in relation to the Rental Unit or Manufactured Home Site;

(d) a former Landlord, when the context requires this;

and in the case of premises owned by STÁUTW means the Council;

“**Land Code**” means the *Tsawout First Nation Land Code*, which came into force and effect on May 29, 2007, as amended from time to time.

“**Law**” means this First Nation Residential Tenancy Law No. [insert number] and any schedules approved by Resolution to form part of this Law;

“**Local Park Committee**” means the committee of Landlord and Tenant representatives formed in accordance with section 9.1 of this Law.

“**Manufactured Home**” means a structure, whether or not ordinarily equipped with wheels, that is:

- (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried; and
- (b) used or intended to be used as living accommodation;

“**Manufactured Home Park**” means the parcel or parcels, as applicable, on which one or more Manufactured Home Sites that the same Landlord rents or intends to rent and Common Areas are located;

“**Manufactured Home Site**” means a site in a Manufactured Home Park, which site is rented or intended to be rented to a Tenant for the purpose of being occupied by a Manufactured Home;

“**Mediator**” means a person or persons designated under Part 8 [Resolution of Disputes] of this Law;

“**Periodic Tenancy**” means

- (a) a Tenancy on a weekly, monthly or other periodic basis under a Tenancy Agreement that continues until it is ended in accordance with this Law, and
- (b) in relation to a Fixed Term Tenancy Agreement that does not provide that the Tenant will vacate the Rental Unit or Manufactured Home Site at the end of the fixed term, a Tenancy that arises under Part 7 [How to End a Tenancy];

“**Pet Damage Deposit**” means money paid, or value or a right given, by or on behalf of a Tenant to a Landlord that is to be held as security for damage to Residential Property caused by a pet, but does not include a Security Deposit.

“**Prime Rate**” means the prime lending rate of STÁUTW’s principal banker as at the first business day of each calendar year;

“**Rent**” means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a Tenant to a Landlord in return for the right to possess a Rental Unit or

Manufactured Home Site, for the use of Common Areas and for Services or Facilities, but does not include a Security Deposit;

“Rental Unit” means living accommodation rented or intended to be rented to a Tenant, and excludes Manufactured Home Sites;

“Residential Property” includes

- (a) a building, a part of a building or a related group of buildings, in which one or more Rental Units or Common Areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or Common Areas are located and any other structure located on the parcel or parcels,
- (c) a Rental Unit and Common Areas; and
- (d) a Manufactured Home Site and Common Areas;

“Security Deposit” means money paid, or value or a right given, by or on behalf of a Tenant to a Landlord that is to be held as security for any liability or obligation of the Tenant respecting the Residential Property, but does not include post-dated cheques for Rent or a Pet Damage Deposit;

“Service or Facility” includes any of the following that are provided or agreed to be provided by the Landlord to the Tenant of a Rental Unit or Manufactured Home Site:

- (a) appliances and furnishings;
- (b) parking spaces and related facilities;
- (c) cablevision facilities;
- (d) utilities and related services;
- (e) cleaning or maintenance services;
- (f) housekeeping services;
- (g) laundry facilities;
- (h) storage facilities;
- (i) elevator facilities;
- (j) common recreational facilities;
- (k) intercom systems
- (l) garbage facilities and related services; and
- (m) heating facilities or services;

“**STÁUTW Housing Unit**” means any Rental Unit owned and operated by Tsawout;

“**Subsidized Rental Unit**” means a STÁUTW Housing Unit occupied by a Tenant who was required to demonstrate that the Tenant, or another proposed occupant, met eligibility criteria related to income, number of occupants, health or other similar criteria before entering it into the Tenancy Agreement in relation to the Rental Unit;

“**Tenancy**” means a Tenant’s right to possession of a Rental Unit or Manufactured Home Site under a Tenancy Agreement;

“**Tenancy Agreement**” means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a Landlord and Tenant respecting possession of Residential Property;

“**Tenant**” means a person to whom a Landlord has granted temporary and exclusive use of Residential Property in exchange for Rent, and includes

- (a) the estate of a deceased Tenant; and
- (b) when the context requires, a former or prospective Tenant.

Interpretation provisions of Land Code Apply

2.2 The interpretation provisions of the Land Code apply to this Law.

Land Code Definitions

2.3 For greater certainty, unless specified otherwise in this Law, terms that are defined in the Land Code shall have the same meaning when used in this Law.

Severability

2.4 If any section, sub-section or paragraph of this Law is for any reason held invalid by a decision of a Court, the invalid section, sub-section or paragraph will be severed from and not affect the remaining provisions of this Law.

PART 3 - APPLICATION

Law Applies to Tenancies of Residential Property

3.1 This Law applies to Tenancy Agreements, Rental Units, Manufactured Home Sites and other Residential Property on First Nation Land, except as otherwise provided by this Law or any other STÁUTW law.

3.2 Except as otherwise provided in this Law, this Law applies to a Tenancy Agreement entered into before or after the date this Law comes into force.

Law Applies to Tenancy Agreement with Minor

- 3.3 A person who has not reached 19 years of age may enter into a Tenancy Agreement, and the agreement, this Law and associated Resolutions are enforceable by and against the person despite any common law or statutory rules to the contrary.

What this Law Does Not Apply to

- 3.4 This Law does not apply to
- (a) living accommodation in which the Tenant shares bathroom or kitchen facilities with the owner of that accommodation;
 - (b) living accommodation included with premises that:
 - (i) are primarily occupied for business purposes; and
 - (ii) are rented under a single agreement;
 - (c) living accommodation occupied as vacation or travel accommodation;
 - (d) living accommodation provided by the First Nation for emergency shelter or transitional housing;
 - (e) living accommodation in intermediate or long term care facilities or premises;
 - (f) living accommodation rented under a Tenancy Agreement that has a term longer than 20 years;
 - (g) Manufactured Home Sites rented under a registered Leasehold that has a term longer than 20 years;
 - (h) Tenancy Agreements, Rental Units, Manufactured Homes Sites or Residential Property prescribed by Resolution.

Law Cannot be Avoided

- 3.5 Landlords and Tenants may not avoid or contract out of this Law or Resolutions passed pursuant to this Law and any attempt by a Landlord or Tenant to avoid or contract out of this Law or Resolutions passed pursuant to this Law is of no effect.
- 3.6 Section 3.5 does not apply to the First Nation or Council.

Enforcing Rights and Obligations of Landlords and Tenants

- 3.7 The rights, obligations and prohibitions established under this Law are enforceable between a Landlord and Tenant under a Tenancy Agreement.
- 3.8 A Landlord or Tenant may make an application for dispute resolution if the Landlord and Tenant cannot resolve a dispute referred to in section 8.1.

- 3.9 A term of a Tenancy Agreement is not enforceable if:
- (a) the term is inconsistent with this Law;
 - (b) the term is unconscionable; or
 - (c) the term is not expressed in a manner that clearly communicates the rights and obligations under it.

Liability for not complying with this law or a tenancy agreement

- 3.10 Subject to section 3.11, if a Landlord or Tenant does not comply with this Law or their Tenancy Agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results.
- 3.11 If the non-complying Landlord is the First Nation, the Landlord's liability for any damage or loss to the Tenant is strictly limited to reimbursement of expenses reasonably incurred by the Tenant and the Landlord shall not have any liability for damages of any kind whatsoever.
- 3.12 A Landlord or Tenant who claims compensation for damage or loss that results from the other's non-compliance with this Law or their Tenancy Agreement must do whatever is reasonable to minimize the damage or loss.

PART 4 - ADMINISTRATION OF THIS LAW

Appointment of Administrator

- 4.1 Council may by Resolution appoint one or more Administrator(s) who will be responsible for the administration of this Law in accordance with the duties set out in this Law.
- 4.2 Council may by Resolution provide that reasonable remuneration be paid to the Administrator(s).

Duties of Administrator

- 4.3 The Administrator must:
- (a) perform the duties required of the position under this Law;
 - (b) make reports and recommendations to Council respecting every matter the Administrator believes advisable for the effective carrying out of the purposes of this Law;
 - (c) give Landlords and Tenants information about their rights and duties under this Law;
 - (d) receive applications and written submissions in relation to arbitrations, reviews and mediations;

- (e) designate Arbitrators and Mediators pursuant to this Law;
- (f) serve notices, orders and decisions of an Arbitrator under Division 2 or of a Mediator under Division 3 of Part 8 of this Law;
- (g) assist Landlords and Tenants, where practicable, to resolve differences without recourse to a hearing before an Arbitrator; and
- (h) advise Council in the establishment of forms consistent with this Law.

PART 5 - RESIDENTIAL TENANCIES RIGHTS AND OBLIGATIONS

Division 1- Creating a Tenancy Agreement

Tenancy Agreement must comply with Law

- 5.1 A Landlord must ensure that any Tenancy Agreement entered into or renewed by the Landlord on or after the date on which this Law comes into force complies with this Part.

Tenancy Agreements include the standard terms

- 5.2 The standard terms are terms of every Tenancy Agreement:
- (a) whether the Tenancy Agreement was entered into on or before, or after, the date on which this Law comes into force; and
 - (b) whether or not the Tenancy Agreement is in writing.

Council may prescribe standard form Tenancy Agreements

- 5.3 Council may by Resolution establish:
- (a) prescribed standard form Tenancy Agreements for use:
 - (i) by different classes of persons; or
 - (ii) in different circumstances.

- 5.4 A Landlord must ensure that a Tenancy Agreement is:
- (a) in writing;
 - (b) signed and dated by both the Landlord and the Tenant;
 - (c) written so as to be easily read and understood by a reasonable person; and
 - (d) where Council has established an applicable prescribed standard form Tenancy Agreement under section 5.3, in the prescribed form.

- 5.5 A Tenancy Agreement must comply with any requirements prescribed in the schedules and must set out all of the following:

- (a) the standard terms;
- (b) the correct legal names of the Landlord and Tenant;
- (c) the address of the Rental Unit;
- (d) the date the Tenancy Agreement is entered into;
- (e) the address for service and telephone number of the Landlord or the Landlord's agent;
- (f) the agreed terms in respect of the following:
 - (i) the date on which the Tenancy starts;
 - (ii) if the Tenancy is a periodic Tenancy, whether it is on a weekly, monthly or other periodic basis;
 - (iii) if the Tenancy is a Fixed Term Tenancy,
 - (A) the date on which the Tenancy ends, and
 - (B) whether the Tenancy may continue as a periodic Tenancy or for another fixed term after that date or whether the Tenant must vacate the Residential Property on that date;
 - (iv) the amount of Rent payable for a specified period, and, if the Rent varies with the number of occupants, the amount by which it varies;
 - (v) the day in the month, or in the other period on which the Tenancy is based, on which Rent is due;
 - (vi) which services and facilities are included in the Rent;
 - (vii) the amount of any Security Deposit or Pet Damage Deposit and the date on which each must be paid;

5.6 A Tenancy Agreement that has been made prior to the date on which this Law is enacted may be continued on its existing terms as a non-conforming Tenancy Agreement until it expires, comes up for renewal or is otherwise terminated in accordance with its terms and shall, to such extent as reasonably possible, be read so as to conform with the requirements of this Law.

5.7 When a non-conforming Tenancy Agreement expires, comes up for renewal or is otherwise terminated in accordance with its terms, any subsequent Tenancy Agreement made in respect of the property that was the subject of the non-conforming Tenancy Agreement must be in the form and contain the terms prescribed under this Law.

Additional Permitted Terms

5.8 A Landlord and Tenant may agree to add additional reasonable terms to a Tenancy Agreement respecting the Tenant's use, occupation and maintenance of:

- (a) the Rental Unit or Manufactured Home Site;
- (b) Residential Property;
- (c) Common Areas; and
- (d) a Service or Facility used in connection with the Tenancy.

5.9 In the absence of evidence to the contrary, a term is reasonable if it is

- (a) intended to:
 - (i) promote fair distribution of a Service or Facility to every occupant in the Residential Property;
 - (ii) promote the convenience, safety and welfare of every person working or residing in the Residential Property; or
 - (iii) protect the Landlord's property from abuse;
- (b) reasonably related to the purpose for which it is intended; and
- (c) sufficiently explicit to inform the Tenant of what he or she must do or must not do in order to comply with it.

5.10 A term that is not reasonable is not enforceable.

5.11 For the purposes of this section, a term in a Manufactured Home Site Tenancy Agreement that a Manufactured Home must be purchased from a specific vendor is not reasonable unless the term is disclosed to the prospective Tenant before the Tenancy Agreement is entered into.

5.12 A Manufactured Home Site Tenancy Agreement must not include a term that provides that the Tenant must engage the Landlord as the Tenant's agent in the sale of the Tenant's Manufactured Home.

Copy of Tenancy Agreement

5.13 The Landlord must give a copy of the Tenancy Agreement to the Tenant as soon as practicable, and in any event not later than 21 Days after it was entered into.

5.14 If the Tenancy Agreement is for a STÁUTW Housing Unit, the Landlord shall keep a copy of the Tenancy Agreement in the Tenant's file at the First Nation's housing department.

5.15 If the Landlord does not comply with section 5.13, the Tenant's obligation to pay Rent is suspended until a copy of the Tenancy Agreement is delivered to the Tenant, and as soon as the copy of the Tenancy Agreement is delivered to the Tenant, any Rent that was not paid to the Landlord in reliance on this sub-section becomes immediately due and payable.

5.16 Section 5.15 does not apply to STÁUTW Housing Units.

Changes to Tenancy Agreement

- 5.17 A Tenancy Agreement may not be amended to change or removed a prescribed term.
- 5.18 A Tenancy Agreement may be amended to add, remove or change a term, other than a prescribed term, only if both the Landlord and Tenant agree to the amendment in writing.
- 5.19 The requirement for written agreement under section 5.18 does not apply to any of the following:
- (a) A Rent increase in accordance with section Part 6 [Rent Increases]
 - (b) A withdrawal of, or a restriction on, a Service or Facility in accordance with section 5.48; and
 - (c) A term in respect of which a Landlord or Tenant has obtained an order from the Administrator or an Arbitrator that the agreement of the other is not required.

Application and Processing Fees Prohibited

- 5.20 A Landlord must not charge a person anything for:
- (a) accepting an application for a Tenancy;
 - (b) processing the application;
 - (c) investigating an applicant's suitability as a Tenant; or
 - (d) accepting a person as a Tenant,
- 5.21 Section 5.20 does not apply to STÁUTW Housing Units.

Start of Rights and Obligations

- 5.22 The rights and obligations of a Landlord and Tenant under a Tenancy Agreement take effect from the date the Tenancy Agreement is entered into, whether or not the Tenant ever occupies the Rental Unit or Manufactured Home Site.

Terms Respecting Pets

- 5.23 A Tenancy Agreement may include terms or conditions doing either or both of the following:
- (a) Prohibiting pets, or restricting the size, kind or number of pets a Tenant may keep on the Residential Property;
 - (b) Governing a Tenant's obligations in respect of keeping a pet on the Residential Property.
- 5.24 If a Landlord permits a Tenant to keep a pet on the Residential Property, the Landlord may require the Tenant to pay a Pet Damage Deposit in accordance with section 5.30

[*amount of Security Deposit*] and subsection 5.30(b) [*Landlord prohibitions respecting deposits*].

- 5.25 This section is subject to the rights and restrictions under the *Guide Dog and Service Dog Act* [SBC 2015] Ch. 17.

Services Unspecified in Agreement

- 5.26 If a Service or Facility is reasonably related to a Tenant's continued use and enjoyment of the Residential Property, but is not expressly provided for in the Tenancy Agreement, the Landlord must not discontinue providing the Service or Facility to the Tenant.

Division 2- Security Deposits

Security Deposit for Manufactured Home Site Prohibited

- 5.27 A Landlord must not require or accept a Security Deposit or Pet Damage Deposit in respect of a Manufactured Home Site Tenancy.
- 5.28 If a Landlord accepts a Security Deposit or a Pet Damage Deposit from a Tenant, the Tenant may deduct the amount of the deposit from Rent or otherwise recover the amount.

Landlord of Rental Unit may Require Security Deposit

- 5.29 A Landlord of a Rental Unit may require, in accordance with this Law, a Tenant to pay a Security Deposit as a condition of entering into a Tenancy Agreement or as a term of a Tenancy Agreement.

Amount of Security Deposit

5.30

- (a) A Landlord of a Rental Unit must not require or accept a Security Deposit or a Pet Damage Deposit in an amount exceeding the equivalent of $\frac{1}{2}$ of one month's Rent payable under the Tenancy Agreement.
- (b) If a Landlord receives a Security Deposit or a Pet Damage Deposit that is greater than the amount permitted under subsection (a), the Tenant may deduct the overpayment from Rent or otherwise recover the overpayment.

Landlord Prohibitions Respecting Deposits

- 5.31 A Landlord must not do any of the following:
- (a) require a Security Deposit at any time other than when the Landlord and Tenant enter into the Tenancy Agreement;
- (b) require or accept more than one Security Deposit in respect of a Tenancy Agreement;

- (c) require a Pet Damage Deposit at any time other than
 - (i) when the Landlord and Tenant enter into the Tenancy Agreement, or
 - (ii) if the Tenant acquires a pet during the term of the Tenancy Agreement, when the Landlord agrees that the Tenant may keep the pet on the Residential Property;
- (d) require or accept more than one Pet Damage Deposit in respect of a Tenancy Agreement, irrespective of the number of pets the Landlord agrees the Tenant may keep on the Residential Property;
- (e) require, or include as a term of a Tenancy Agreement, that the Landlord automatically keeps all or part of the Security Deposit or the Pet Damage Deposit at the end of the Tenancy Agreement.

Tenant Prohibition Respecting Deposits

- 5.32 Unless the Landlord gives written consent, a Tenant must not apply a Security Deposit or a Pet Damage Deposit as Rent.

Division 3 - At The Start of a Tenancy

Application of Division

- 5.33 This Division does not apply to Manufactured Home Site Tenancies.

Condition Inspection: Start of a New Tenancy or New Pet

- 5.34 The Landlord and Tenant together must inspect the condition of the Rental Unit on the day the Tenant is entitled to possession of the Rental Unit or on another mutually agreed day.
- 5.35 The Landlord and Tenant must together inspect the condition of the Rental Unit on or before the day the Tenant starts keeping a pet or on another mutually agreed day, if
- (a) the Landlord permits the Tenant to keep a pet on the Residential Property after the start of the Tenancy, and
 - (b) a previous inspection was not completed under section 5.34.
- 5.36 The Landlord must offer the Tenant at least 2 opportunities for the inspection.
- 5.37 The Landlord must complete a condition inspection report in accordance with the schedules.
- 5.38 Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of the report in accordance with the schedules. The Landlord must complete and sign the condition inspection report without the Tenant if:
- (a) the Landlord has complied with section 5.36; and

- (b) the Tenant does not participate on either occasion.

Consequences for Tenant if Report Requirements Not Met

- 5.39 The right of a Tenant to the return of a Security Deposit or a Pet Damage Deposit, or both, is extinguished if:
- (a) the Landlord has complied with section 5.36 [*opportunities for inspection*]; and
 - (b) the Tenant has not participated on either occasion.
- 5.40 The right of a Landlord to claim against a Security Deposit or a Pet Damage Deposit, or both, for damage to Residential Property is extinguished if the Landlord:
- (a) does not comply with section 5.36 [*opportunities for inspection*];
 - (b) having complied with section 5.36, does not participate on either occasion; or
 - (c) does not complete the condition inspection report and give the Tenant a copy of it in accordance with the schedules.

Rekeying Locks for New Tenants

- 5.41 At the request of a Tenant at the start of a new Tenancy, the Landlord must
- (a) rekey or otherwise alter the locks so that keys or other means of access given to the previous Tenant do not give access to the Rental Unit, and
 - (b) pay all costs associated with the changes under paragraph (a).
- 5.42 Section 5.41 does not apply to STÁUTW Housing Units.

Division 4 - During a Tenancy

Rules About Payment and Non-Payment of Rent

- 5.43 A Tenant must pay Rent when it is due under the Tenancy Agreement, whether or not the Landlord complies with this Law or the Tenancy Agreement, unless the Tenant has a right under this Law to deduct all or a portion of the Rent.
- 5.44 A Landlord must provide a Tenant with a receipt for Rent paid in cash.
- 5.45 Whether or not a Tenant pays Rent in accordance with the Tenancy Agreement, a Landlord must not
- (a) Seize any personal property of the Tenant, including for greater certainty, a Manufactured Home; or
 - (b) Prevent or interfere with the Tenant's access to the Tenant's personal property.
- 5.46 Section 5.45 does not apply if:

- (a) the Landlord has an order from an Arbitrator or a Court authorizing the action; or
- (b) the Tenant has abandoned the Rental Unit, Manufactured Home or Manufactured Home Site and the Landlord complies with the schedules.

Terminating or Restricting Services

5.47 A Landlord must not terminate or restrict a Service or Facility if

- (a) the Service or Facility is essential to the Tenant's use of the Rental Unit or Manufactured Home Site as a site for a Manufactured Home, or
- (b) providing the Service or Facility is a material term of the Tenancy Agreement.

5.48 A Landlord may terminate or restrict a Service or Facility, other than one referred to in section 5.47, if the Landlord:

- (a) gives 30 days' written notice of the termination or restriction; and
- (b) reduces the Rent in an amount that is equivalent to the reduction in value of the Tenancy Agreement resulting from the termination or restriction of the Service or Facility.

5.49 Subsections 5.47(b) and 5.48(b) do not apply to STÁUTW Rental Units.

Protection of Tenant's Right to Quiet Enjoyment

5.50 A Tenant is entitled to quiet enjoyment including, but not limited to, rights to the following:

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the Rental Unit or Manufactured Home Site subject only to the Landlord's right to enter in accordance with section 5.51 [*Landlord's right to enter*];
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

Landlord's Right of Entry

5.51 A Landlord must not enter a Rental Unit or Manufactured Home Site that is subject to a Tenancy Agreement for any purpose unless one of the following applies:

- (a) the Tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the Landlord gives the Tenant written notice that includes the following information:

- (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the Tenant otherwise agrees;
- (c) the Landlord has an order authorizing entry;
- (d) the Tenant has abandoned the Rental Unit or Manufactured Home Site;
- (e) an emergency exists and the entry is necessary to protect life or property.
- 5.52 A Landlord may inspect a Rental Unit or Manufactured Home Site monthly in accordance with subsection 5.51(b).
- 5.53 In an entry under subsection 5.51(e), the Landlord has a right to enter even where the Tenant is not present at the time and has not given his or her consent.

Tenant's Right of Access Protected

- 5.54 A Landlord must not unreasonably restrict access to a Residential Property or to a Manufactured Home Park by:
- (a) the Tenant of a Rental Unit that is part of the Residential Property or of a Manufactured Home Site that is part of the Manufactured Home Park; or
 - (b) a person permitted on the Residential Property or in the Manufactured Home Park by that Tenant.

Removal of Unauthorized Persons from Sᑭáutw Housing Units

- 5.55 Notwithstanding subsection 5.54(b) or anything else in this Law, Council may give notice to vacate a SᑭÁUTW Housing Unit to any person residing in a SᑭÁUTW Housing Unit who is not a Tenant or otherwise permitted to reside in a SᑭÁUTW Housing Unit under a Tenancy Agreement where:
- (a) the number of persons residing in a SᑭÁUTW Housing Unit exceeds the Canadian National Occupancy Standard; or
 - (b) there are reasonable grounds to believe that the person:
 - (i) is permanently residing in a SᑭÁUTW Housing Unit without the permission of Council, or otherwise in contravention of the Tenancy Agreement,
 - (ii) is residing in a SᑭÁUTW Housing Unit without the permission of the Tenant,
 - (iii) is using violence, threats or other coercion to obtain permission of a Tenant to reside in a SᑭÁUTW Housing Unit;
 - (iv) is adversely affecting the security, safety, or physical well-being of a Tenant or any other person in or around a SᑭÁUTW Housing Unit;

- (v) has caused or is likely to cause damage to a STÁUTW Housing Unit,
- (vi) is engaging in criminal activities in or around a STÁUTW Housing Unit, or
- (vii) has otherwise contravened any provision of this Law or any other law of the First Nation.

- 5.56 A notice to vacate under section 5.55 must be in writing and must state the grounds on which the notice is being issued.
- 5.57 A person who has received a notice to vacate issued under section 5.55 may dispute such notice by making an application for dispute resolution within 7 days after the date on which the notice is delivered.
- 5.58 If a person who has received a notice under section 5.55 does not make an application for dispute resolution within the time specified in section 5.57, the person must vacate the STÁUTW Housing Unit on or before the date specified on the notice.
- 5.59 If a notice is given under paragraphs 5.55(b)(iv), 5.55(b)(v), or 5.55(b)(vi), Council may by Resolution order that the person is prohibited from residing in or occupying any other STÁUTW Housing Unit and may specify conditions for removal of the prohibition.
- 5.60 A person who is subject to a prohibition made under section 5.59 may dispute the prohibition at any time by making an application for dispute resolution in accordance with Part 8 [Resolution of Disputes].
- 5.61 An occupant who fails to comply with a notice or order under this section is guilty of an offence under this Law.

Prohibitions on Changes to Locks and Access – Manufactured Home Sites

- 5.62 A Landlord must not change locks or other means that give access to a Manufactured Home Park unless the Landlord provides each Tenant with new keys or other means that give access to the Manufactured Home Park.
- 5.63 A Tenant must not change locks or other means that give access to Common Areas of a Manufactured Home Park unless the Landlord agrees in writing to the change.

Prohibitions on Changes to Locks and Access – Rental Units

- 5.64 A Landlord must not change locks or other means that give access to Residential Property unless the Landlord provides each Tenant with new keys or other means that give access to the Residential Property, or an Arbitrator has ordered the change.
- 5.65 A Landlord must not change locks or other means of access to a Rental Unit unless
- (a) the Tenant agrees to the change, and
 - (b) the Landlord provides the Tenant with new keys or other means of access to the Rental Unit.

- 5.66 A Tenant must not change locks or other means that give access to Common Areas of Residential Property unless the Landlord consents to the change.
- 5.67 A Tenant must not change a lock or other means that gives access to his or her Rental Unit unless the Landlord agrees in writing to, or an Arbitrator has ordered, the change.

Landlord and Tenant Obligations to Repair and Maintain

- 5.68 A Landlord must provide and maintain Residential Property in a state of decoration and repair that:
- (a) complies with health, safety and housing standards required by applicable federal and provincial legislation and STÁaUTW law, and
 - (b) having regard to the age, character and location of a Rental Unit or Manufactured Home Site, would make it reasonably suitable for occupation by a Tenant.
- 5.69 A Landlord's duty under subsection 5.68(a) applies even though a Tenant knew of a breach by the Landlord of that section at the time the Landlord and Tenant entered into a Tenancy Agreement.
- 5.70 A Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit, Manufactured Home Site and the Residential Property to which the Tenant has access.
- 5.71 A Tenant must repair damage to the Rental Unit or Manufactured Home Site or Common Areas that is caused by the actions or neglect of the Tenant or a person permitted on the Residential Property by the Tenant.
- 5.72 A Tenant is not required to make repairs for reasonable wear and tear.
- 5.73 A Landlord of a Manufactured Home Site is not required to maintain or repair improvements to a Manufactured Home Site by a Tenant occupying the Site, or the assignee of the Tenant, unless the obligation to do so is a term of their Tenancy Agreement.

Emergency Repairs

- 5.74 In this section, "**Emergency Repairs**" means repairs that are
- (a) urgent;
 - (b) necessary for the health or safety of anyone or for the preservation or use of Residential Property or property in a Manufactured Home Park; and
 - (c) made for the purpose of repairing:
 - (i) major leaks in pipes;
 - (ii) major leaks in a roof;
 - (iii) damaged or blocked water or sewer pipes or plumbing fixtures;

- (iv) the primary heating system;
 - (v) damaged or defective locks that give access to a rental unit;
 - (vi) the electrical systems; or
 - (vii) in prescribed circumstances, a Rental Unit, Residential Property, a Manufactured Home Site or Manufactured Home Park.
- 5.75 The Landlord must post and maintain in a conspicuous place on Residential Property, or give to a Tenant in writing, the name and telephone number of a person the Tenant is to contact for Emergency Repairs.
- 5.76 A Tenant may have Emergency Repairs made only when all of the following conditions are met:
- (a) Emergency Repairs are needed;
 - (b) the Tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the Landlord as the person to contact for Emergency Repairs;
 - (c) following those attempts, the Tenant has given the Landlord reasonable time to make the repairs.
- 5.77 A Landlord may take over completion of an Emergency Repair at any time.
- 5.78 A Landlord must reimburse a Tenant for amounts paid for Emergency Repairs if the Tenant
- (a) claims reimbursement for those amounts from the Landlord, and
 - (b) gives the Landlord a written account of the Emergency Repairs accompanied by a receipt for each amount claimed.
- 5.79 Section 5.78 does not apply to amounts claimed by a Tenant for repairs about which an Arbitrator, on application, finds that one or more of the following applies:
- (a) the Tenant made the repairs before one or more of the conditions in section 5.76 were met;
 - (b) the Tenant has not provided the account and receipts for the repairs as required under subsection 5.78(b);
 - (c) the amounts represent more than a reasonable cost for the repairs; or
 - (d) the Emergency Repairs are for damage caused primarily by the actions or neglect of the Tenant or a person permitted on the Residential Property by the Tenant.
- 5.80 If a Landlord does not reimburse a Tenant as required under section 5.78, the Tenant may deduct the amount from Rent or otherwise recover the amount.

Right to Assign or Sublet

5.81

- (a) A Tenant may assign or sublet his or her interest in a Tenancy Agreement with the prior written consent of the Landlord.
- (b) A Landlord of a Rental Unit must not arbitrarily or unreasonably withhold his or her consent to assign or sublet the Tenant's interest in a Tenancy Agreement and if such consent is not given must provide reasons in writing to the Tenant.
- (c) A Landlord must not receive any consideration, directly or indirectly, for giving his or her consent under this section.
- (d) Notwithstanding subsection (a), a Landlord of a Manufactured Home Site may withhold his or her consent to assign or sublet the Tenant's interest in a Tenancy Agreement in the circumstances prescribed in the *Manufactured Home Tenancy Rules - Assignment and Sublet*.

5.82 Section 5.81 does not apply to STÁUTW Rental Units.

Division 5 - At The Beginning or End of a Manufactured Home Site Tenancy

Moving or Insurance Bond

5.83 On the request of the Landlord, a Tenant who is moving a Manufactured Home, or is having a Manufactured Home moved, on or off a Manufactured Home Site must provide the Landlord with a prescribed form of security against damage caused by the move.

5.84 For the purposes of section 5.83, proof of third party liability insurance held by the mover is security against damage caused by the move.

Leaving a Manufactured Home Site

5.85 When a Tenant vacates a Manufactured Home Site at the end of a Tenancy, the Tenant must:

- (a) leave the site reasonably clean, and undamaged except for reasonable wear and tear; and
- (b) give the Landlord all the keys or other means of access that are in the possession or control of the Tenant and that allow access to and within the Manufactured Home Park.

Division 6 - At The End of a Tenancy – Rental Units

Condition Inspection: End of Rental Unit Tenancy

5.86 The Landlord and Tenant together must inspect the condition of the Rental Unit before a new Tenant begins to occupy the Rental Unit:

- (a) on or after the day the Tenant ceases to occupy the Rental Unit; or
 - (b) on another mutually agreed day.
- 5.87 The Landlord must offer the Tenant at least two (2) opportunities for the inspection.
- 5.88 The Landlord must complete a condition inspection report in accordance with the schedules.
- 5.89 Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of the report in accordance with the schedules.
- 5.90 The Landlord may make the inspection and complete and sign the condition inspection report without the Tenant if:
- (a) the Landlord has complied with section 5.87 and the Tenant does not participate on either occasion; or
 - (b) the Tenant has abandoned the Rental Unit.

Consequences for Tenant and Landlord if Condition Inspection Report Requirements Not Met

- 5.91 The right of a Tenant to the return of a Security Deposit or Pet Damage Deposit, or both, is extinguished if:
- (a) the Landlord has provided the Tenant two opportunities for inspection as required by section 5.87; and
 - (b) the Tenant has not participated on either occasion.
- 5.92 Unless the Tenant has abandoned the Rental Unit, the right of the Landlord to claim against a Security Deposit or a Pet Damage Deposit, or both, for damage to Residential Property is extinguished if the Landlord:
- (a) does not provide the Tenant two opportunities for inspection as required by section 5.87;
 - (b) having complied with section 5.87, does not participate on either occasion, or
 - (c) having made an inspection with the Tenant, does not complete the condition inspection report and give the Tenant a copy of it in accordance with the schedules.

Leaving the Rental Unit at the End of a Tenancy

- 5.93 Unless a Landlord and Tenant otherwise agree, the Tenant must vacate the Rental Unit by 1 p.m. on the day the Tenancy ends.
- 5.94 When a Tenant vacates a Rental Unit, the Tenant must:
- (a) remove all personal property belonging to the Tenant;

- (b) leave the Rental Unit reasonably clean, and undamaged except for reasonable wear and tear; and
- (c) give the Landlord all the keys or other means of access that are in the possession or control of the Tenant and that allow access to and within the Residential Property.

Return of Security Deposit and Pet Damage Deposit

- 5.95 A Landlord who receives a Security Deposit must pay interest at Prime Rate minus 2%, compounded annually, to be calculated from the date the Security Deposit was first paid by to the Landlord by the Tenant.
- 5.96 For all Rental Units except STÁUTW Housing Units, the Landlord must return the Security Deposit with interest to the Tenant on or before the 15th day after the end of the Tenancy Agreement, except for an amount that:
- (a) at the end of a Tenancy, the Tenant agrees in writing the Landlord may retain the amount to pay a liability or obligation of the Tenant;
 - (b) after the end of the Tenancy, an Arbitrator orders that the Landlord may retain the amount; or
 - (c) an Arbitrator has ordered the Tenant to pay to the Landlord and at the end of the Tenancy the amount remains unpaid.
- 5.97 An agreement under subsection 5.96(a) is unenforceable if a Landlord requires a person to make it:
- (a) as a condition of entering into a Tenancy Agreement; or
 - (b) as a term of a Tenancy Agreement.
- 5.98 For STÁUTW Housing Units, the Landlord must return the Security Deposit with interest to the Tenant on or before the 15th day after the end of the Tenancy Agreement, except for an amount that:
- (a) after the end of the Tenancy, an Arbitrator orders that the Landlord may retain;
 - (b) an Arbitrator has ordered the Tenant to pay the Landlord and at the end of the Tenancy the amount remains unpaid; or
 - (c) the Landlord is entitled to retain in accordance with the terms of the Tenancy Agreement to pay a liability or obligation of the Tenant regardless of whether the Tenant agrees at the end of the Tenancy that the Landlord may retain the amount.
- 5.99 Where a Tenant wishes to dispute the Landlord's right to retain an amount pursuant to subsection 5.98(c), the Tenant must make an application to the Administrator for dispute resolution in accordance with Part 8 of this Law on or before the 30th day after the end of the Tenancy Agreement.

- 5.100 If, after the end of a Tenancy Agreement, the Landlord is unable to locate the Tenant, any money owing to the Tenant under this section is deemed to be held in trust by the Landlord for the Tenant for two (2) years following the end of the Tenancy Agreement, after which, if the Tenant has not claimed the money, it is forfeited to the Landlord.
- 5.101 Notwithstanding any other provision of this Law, if a Tenant does not give a Landlord a forwarding address in writing within one year after the end of tenancy, the Landlord may keep the Security Deposit or the Pet Damage Deposit and the right of the Tenant to the return of the Security Deposit or Pet Damage Deposit is extinguished.

PART 6 - RENT INCREASES

Rent Increase

6.1

- (a) Council will establish by Resolution, from time to time, a formula to determine justifiable Rent increases for Manufactured Home Sites and for all Rental Units except STÁUTW Housing Units.
- (b) A Landlord may impose a Rent increase only up to the amount
- (i) calculated in accordance with the formula established by Council in subsection (a);
 - (ii) ordered by an Arbitrator on an application made under subsection (d); or
 - (iii) agreed to by the Tenant in writing.
- (c) A Tenant may not make an application for dispute resolution to dispute a Rent increase that complies with this Part.
- (d) In the circumstances prescribed in the schedules, a Landlord may request an Arbitrator's approval of a Rent increase in an amount that is greater than the amount calculated in accordance with the formula established by Council under subsection (a) by making an application for dispute resolution.

6.2 Notwithstanding any other provision of this Law, Council may by Resolution and at its sole discretion from time to time and for any reason set the applicable Rent for any STÁUTW Housing Unit.

6.3 Subject to sections 6.5, 6.6 and 6.7 a Landlord must not collect an increase in Rent from a Tenant until 12 months have expired following:

- (a) the date the last lawful increase in Rent for that Tenant became effective; or
- (b) if there has been no previous increase in Rent for that Tenant, the date the existing Rent was established for that Tenant.

6.4 Section 6.3 applies:

- (a) whether or not there has been a change in Landlord; and
 - (b) when a Fixed Term Tenancy Agreement becomes a Tenancy at will under subsection 7.4(h).
- 6.5 If an Arbitrator orders that a Rent increase be phased in over time, the date referred to in subsection 6.3(a) is the date the first phase of the increase takes effect.
- 6.6 A Landlord must give the Tenant written notice of a Rent increase in the form approved by the Administrator at least three (3) months before the date the Rent increase is to be effective.
- 6.7 Despite section 6.6, if a Landlord gives a notice of Rent increase respecting a Manufactured Home Site in circumstances other than where the Tenant is renting a Manufactured Home and the Manufactured Home Site under a single Tenancy Agreement, the Landlord must give not less than six (6) months' notice in the form approved by the Administrator before the date the Rent increase is to be effective.
- 6.8 If a Landlord gives notice of Rent increase to a Tenant that does not comply with the time requirements of sections 6.2, 6.6 or 6.7, the notice is deemed to take effect on the earliest date that would comply with sections 6.2, 6.6 or 6.7.

Unlawful Rent Increase Recovery

- 6.9 A Landlord must not demand, collect or attempt to collect a Rent increase other than in accordance with the rules on rent increases set out in Part 6 [Rent Increase] of this Law.
- 6.10 If a Rent increase is collected other than in accordance with Part 6 [Rent Increase], the Rent increase paid by the Tenant:
- (a) may be set off against all or part of the Rent due from the Tenant; or
 - (b) is recoverable by the Tenant.

PART 7 - HOW TO END A TENANCY

Definition and Interpretation for Part 7

- 7.1 In this Part “**Rental Payment Period**” means the interval at which Rent is payable under a Tenancy Agreement.
- 7.2 For the purposes of this Part, if a Rental Payment Period exceeds one month, a notice to end the Tenancy Agreement is sufficiently given if it is given on or before the last day of a calendar month to take effect on the last day of the following calendar month.
- 7.3 For the purposes of this Part, a Rental Payment Period can begin on any day, but the Rental Payment Period is deemed to begin on the first day of the calendar month following the day the Tenant first became entitled to possession of the Rental Unit or Manufactured Home Site, unless:

- (a) the Rental Payment Period is less than one month; or
- (b) the Landlord and Tenant otherwise expressly agree.

End of Tenancy Agreement

7.4 A Tenancy Agreement is ended only if one or more of the following applies:

- (a) The Tenant or Landlord gives notice to end the Tenancy in accordance with this Part.
- (b) the Tenancy Agreement is a Fixed Term Tenancy Agreement that provides that the Tenant will vacate the Rental Unit or Manufactured Home Site on the date specified at the end of the Tenancy;
- (c) the Landlord and Tenant agree in writing to end the Tenancy;
- (d) the Tenant vacates or abandons the Rental Unit;
- (e) the Tenant vacates the Manufactured Home Site or abandons the Manufactured Home on the Manufactured Home Site;
- (f) the Tenancy Agreement is frustrated;
- (g) an Arbitrator orders that the Tenancy is ended;
- (h) If, on the date specified as the end of a Fixed Term Tenancy Agreement that does not require the Tenant to vacate the Rental Unit or Manufactured Home Site on that date, the Landlord and Tenant have not entered into a new Tenancy Agreement, the Landlord and Tenant are deemed to have renewed the Tenancy Agreement as a month to month Tenancy on the same terms.

Tenant's Notice

7.5 A Tenant may

- (a) end a Periodic Tenancy by giving the Landlord notice to end the Tenancy effective on a date that:
 - (i) is not earlier than one month after the date the Landlord receives the notice; and
 - (ii) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement.
- (b) end a Fixed Term Tenancy by giving the Landlord notice to end the Tenancy effective on a date that:
 - (i) is not earlier than one month after the date the Landlord received the notice;

- (ii) is not earlier than the date specified in the Tenancy Agreement as the date of the Tenancy; and
 - (iii) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement.
- (c) if a Landlord has failed to comply with a material term of the Tenancy Agreement, and has not corrected the situation within a reasonable period after the Tenant gives written notice of the failure, the Tenant may end the Tenancy effective on a date that is after the date the Landlord receives the notice.

7.6 A notice to end a Tenancy given under section 7.5 must be made in the prescribed form.

Notice to End Tenancy Agreement: Non-Payment of Rent

7.7 A Landlord may end a Tenancy if Rent is unpaid on any day after the day it is due, by giving notice to end the Tenancy effective on a date that is not earlier than 10 days after the date the Tenant receives the notice.

7.8 A notice to end a Tenancy given under section 7.7 must be made in the prescribed form.

7.9 A notice under section 7.7 has no effect if the amount of Rent that is unpaid is an amount the Tenant is permitted under this Law to deduct from Rent.

7.10 Within 5 days after receiving a notice under section 7.7, the Tenant may:

- (a) pay the overdue Rent, in which case the notice has no effect; or
- (b) dispute the notice by making an application for dispute resolution.

7.11 If a Tenant who has received a notice under section 7.7 does not pay the Rent or make an application for dispute resolution in accordance with subsection 7.10(b), the Tenant:

- (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
- (b) must vacate the Rental Unit or Manufactured Home Site to which the notice relates by that date.

7.12 If:

- (a) a Tenancy Agreement requires the Tenant to pay utility charges to the Landlord; and
- (b) the utility charges are unpaid more than 30 days after Tenant is given written demand for payment of them,

the Landlord may treat the unpaid utility charges as unpaid Rent and may give notice under this section.

Notice to End Tenancy – for Cause

- 7.13 A Landlord may, at any time, give the Tenant notice to end the Tenancy in accordance with section 7.14 if any one of the following events has occurred:
- (a) the Tenant does not pay the Security Deposit or Pet Damage Deposit within 30 days of the date it is required to be paid under the Tenancy Agreement;
 - (b) the Tenant is repeatedly late paying Rent;
 - (c) the number of persons occupying the Rental Unit or Manufactured Home Site contravenes Canadian National Occupancy Standard requirements;
 - (d) the Tenant or a person permitted in or on the Residential Property by the Tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the Landlord of the Residential Property;
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant; or
 - (iii) put the Landlord's property at significant risk;
 - (e) the Tenant or a person permitted on the Residential Property by the Tenant has caused extraordinary damage to the Residential Property, a Rental Unit or a Manufactured Home Site;
 - (f) the Tenant does not maintain, or repair damage to, the Residential Property, Rental Unit or Manufactured Home Site, as required under sections 5.70 and 5.71 [*obligations to repair and maintain*], within a reasonable time;
 - (g) the Tenant has failed to comply with a material term of the Tenancy Agreement and has not corrected the situation within a reasonable time after the Landlord gives written notice to do so;
 - (h) the Tenant purports to assign the Tenancy Agreement or sublet the Rental Unit or Manufactured Home Site without first obtaining the Landlord's written consent as required by section 5.81 [*assignment and subletting*];
 - (i) the Tenant knowingly gives false information about the Residential Property to a prospective Tenant or purchaser viewing the Residential Property; or
 - (j) the Rental Unit or Manufactured Home Site must be vacated to comply with a Resolution, an order by an Arbitrator issued under this Law, an order of a federal authority or an order of a Court.
- 7.14 A Landlord may, at any time, give the Tenant notice to end the Tenancy if the Landlord has reasonable cause to believe that the Tenant or a person permitted on the Residential Property by the Tenant has engaged in illegal activity that:
- (a) has caused or is likely to cause damage to the Landlord's property;

- (b) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the Residential Property; or
 - (c) has jeopardized or is likely to jeopardized a lawful right or interest of another occupant or the Landlord.
- 7.15 For greater certainty, and without limiting the generality of subsection 7.13(d) or section 7.14, if a Landlord has reasonable cause to believe that the Tenant, or a person permitted on the Residential Property by the Tenant, has engaged in any of the following activities in, at or around the Residential Property, the Landlord may issue a notice to end the Tenancy:
- (a) the trafficking or cultivation of a controlled substance, as that term is defined under the *Controlled Drugs and Substances Act*, at or from the Residential Property;
 - (b) the operation of a disorderly house, as that term is defined under the *Criminal Code of Canada*, at or from the Residential Property; and
 - (c) the commission of a firearms related offence under Part III of the *Criminal Code of Canada* which occurs at the Residential Property.
- 7.16 In arbitration proceedings related to a notice to end a Tenancy issued under sections 7.14 or 7.15, proof of an offence shall not require a criminal charge or conviction, but a Landlord must have evidence to support the reasonable belief on which the notice was issued, and a written report by a peace officer is sufficient evidence of the commission of an offence unless there is a preponderance of evidence to the contrary.
- 7.17 Council may by Resolution order a Landlord to issue a notice to end the Tenancy under either of sections 7.14 or 7.15 where the First Nation has reasonable cause to believe that the Tenant or a person permitted on the Residential Property by the Tenant has engaged in an activity described in sections 7.14 or 7.15 and the Landlord has failed or refused to issue a notice to end the Tenancy.
- 7.18 A Landlord who is subject to an order made under section 7.17 may dispute the order by making an application for dispute resolution under Part 8 [Resolution of Disputes] within 7 days of receiving notice of the order.
- 7.19 A notice to end Tenancy given under sections 7.14 or 7.15 may end the Tenancy of an individual Tenant without affecting the Tenancy of the other co-Tenants to that Residential Property if those remaining co-Tenants and the Landlord both agree to continue their Tenancy Agreement.
- 7.20 A notice to end Tenancy given under section 7.13 must be at least one month and is effective on the last day of an ensuing Rental Payment Period.
- 7.21 A notice to end Tenancy given under sections 7.14 and 7.15 must be at least 7 days and is effective on the date indicated on the notice.

- 7.22 Despite section 7.20, if subsection 7.13(c) applies because of the placement of a child for adoption or the birth of a child, the notice to end Tenancy must be not less than nine (9) months and is effective on the last day of an ensuing Rental Payment Period.
- 7.23 A Tenant may dispute a notice under sections 7.13 - 7.15 by making an application for dispute resolution under Part 8 [Resolution of Disputes] within 10 days after the date the Tenancy receives the notice.
- 7.24 If a Tenant who has received a notice under sections 7.13 - 7.15 does not make an application for dispute resolution in accordance with section 7.23, the Tenant
- (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice, and
 - (b) must vacate the Rental Unit or Manufactured Home Site by that date.
- 7.25 Where the First Nation issues a notice to end Tenancy under sections 7.13 - 7.15 to a Tenant of a STÁUTW Housing Unit, Council may order by Resolution that the Tenant is prohibited from occupying any other STÁUTW Housing Unit and specify conditions under which the prohibition may be lifted.
- 7.26 For the purposes of sections 7.11 and 7.24 an evicted Tenant is deemed to be occupying a Rental Unit in violation of the requirements in those sections if the evicted Tenant occupies, visits, or otherwise resides in a Rental Unit from which they are restricted, for a period of 7 consecutive days.
- 7.27 An individual who is restricted from occupying STÁUTW Housing Units under section 7.25 may apply to the First Nation to have their restriction lifted.

Amending a Notice to End a Tenancy

- 7.28 If a notice to end a Tenancy is not in the prescribed form, the Administrator may, on application, amend the notice if satisfied that:
- (a) the person receiving the notice knew, or should have known, the information that was omitted from the notice, and
 - (b) in the circumstances, it is reasonable to amend the notice.

Early End of Tenancy Agreement on Order

- 7.29 Without limiting 8.12 [*Decisions Determined by Administrator*], the Administrator may, subject to section 7.30 and, on application,
- (a) order the minimum notice periods required for a notice to end a Tenancy under 7.5, 7.7, 7.20 and 7.21 be shortened;
 - (b) order the Tenancy Agreement to end on a specified date; and
 - (c) grant an order of possession to take effect on or after the date specified in an order granted under subsections 7.29(b) or (c).

- 7.30 The Administrator may make or grant an order under section 7.29 if the Administrator is satisfied that:
- (a) it would be unreasonable, or unfair to the Landlord or other occupants of the Residential Property, to wait for a notice to end the Tenancy to take effect;
 - (b) the Rental Unit is uninhabitable; or
 - (c) the Tenancy Agreement is otherwise frustrated.
- 7.31 If an order is made under section 7.29, it is unnecessary for the Landlord to give the Tenant a notice to end the Tenancy.

End of Tenancy – Subsidized Rental Unit

- 7.32 Subject to 7.5 [early notice by Tenant], and if provided for in the Tenancy Agreement, a Landlord may end the tenancy of a Subsidized Rental Unit by giving notice to end the Tenancy Agreement if the Tenant or other occupant, as applicable, ceases to qualify for the Subsidized Rental Unit.
- 7.33 Unless the Tenant agrees in writing to an earlier date, a notice under this section must end the tenancy on a date that is:
- (a) not earlier than two (2) months after the date the notice is received;
 - (b) the day before the day in the month, or in the other period on which the tenancy is based, that Rent is payable under the Tenancy Agreement; and
 - (c) if the Tenancy Agreement is for a Fixed Term Tenancy, not earlier than the date specified as the end of the tenancy.
- 7.34 Despite any other provision of this Law, Council may by Resolution, in relation to a STÁUTW Housing Unit,
- (a) make a determination as to whether circumstances warrant the issuance of a notice to end a Tenancy Agreement under sections 7.7, 7.13, 7.14 or 7.15, or
 - (b) make a determination as to whether to issue a notice to end a Tenancy Agreement to a Tenant on the ground that the Tenant no longer qualifies to be a Tenant of a STÁUTW Housing Unit in accordance with STÁUTW policy.

and direct that a notice to end a Tenancy Agreement be issued to the Tenant of the STÁUTW Housing Unit.

- 7.35 Despite any other provision of this Law and unless the Tenant agrees in writing to an earlier date:
- (a) a notice under subsection 7.34(a) must end the tenancy on a date that is not earlier than seven (7) Days after the date the notice is received, and
 - (b) a notice under subsection 7.34(b) must end the tenancy on a date that is:

- (i) not earlier than two (2) months after the date the notice is received, and
- (ii) the day before the day in the month, or in the other period on which the tenancy is based, that Rent is payable under the Tenancy Agreement.

7.36 A decision made under section 7.34 is final and is not open to review by an Arbitrator or appeal to any Court.

Notice to End Tenancy Agreement – Landlord Use of Property

7.37

- (a) For the purposes of this section:

“Close Family Member” means, in relation to an individual,

- (i) the individual’s parent, grandparent, Spouse, child, sibling
- (ii) the parent, grandparent, child or sibling of that individual’s Spouse;

“Family Corporation” means a corporation in which all the voting shares are owned by:

- (i) one individual; or
- (ii) one individual plus one or more Close Family Member;

“Landlord” means a Landlord:

- (i) who is an individual who:
 - (A) at the time of giving notice to end the Tenancy Agreement, has a reversionary interest in the Rental Unit or Manufactured Home Site exceeding three (3) years; and
 - (B) holds not less than half (1/2) of the full reversionary interest; or
- (ii) that is a Family Corporation that:
 - (A) at the time of giving notice to end the Tenancy Agreement, has a reversionary interest in the Rental Unit or Manufactured Home Site exceeding three (3) years; and
 - (B) holds not less than half (1/2) of the full reversionary interest;

“Purchaser” means a purchaser that has agreed to purchase at least half (1/2) of the full reversionary interest in the Rental Unit or Manufactured Home Site.

- (b) A Landlord may end a Tenancy in respect of a Rental Unit or Manufactured Home Site if:
 - (i) the Landlord enters into an agreement in good faith with a Purchaser for the sale of a Rental Unit or Manufactured Home Site occupied under a

- Tenancy Agreement and any conditions precedent in the sale agreement have been satisfied;
- (ii) the Purchaser, or in the case of a Purchaser that is a Family Corporation, a person owning voting shares in the Family Corporation, intends in good faith that he or she or a Close Family Member must occupy the Rental Unit or Manufactured Home Site; and
 - (iii) the Purchaser requests in writing that the Landlord give the Tenant of the premises a notice to end the Tenancy Agreement.
- (c) A Landlord who is an individual may end a Tenancy in respect of a Rental Unit or Manufactured Home Site if the Landlord or a Close Family Member of the Landlord intends in good faith to occupy the Rental Unit or Manufactured Home Site.
- (d) A Landlord that is a Family Corporation may end a Tenancy in respect of a Rental Unit or Manufactured Home Site if a person owning voting shares in the corporation, or a Close Family Member of that person, intends in good faith to occupy the Rental Unit or Manufactured Home Site.
- (e) A Landlord may end a Tenancy in respect of a Rental Unit or Manufactured Home Site if the Landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
- (i) convert all or a significant part of the Manufactured Home Park to a non-residential use or a residential use other than a Manufactured Home Park;
 - (ii) demolish the Rental Unit;
 - (iii) renovate or repair the Rental Unit in a manner that requires the Rental Unit to be vacant;
 - (iv) enter into a Lease for a term exceeding 10 years;
 - (v) convert the Rental Unit to a non-residential use for not less than 6 months;
 - (vi) convert the Rental Unit to a Subsidized Rental Unit;
- (f) A Landlord must not enter into a Lease for a term exceeding 10 years before the Landlord gives notice of intention to enter into the Lease to each Tenant or prospective Tenant who occupies the Residential Property under an existing Tenancy Agreement, if any, and to each Tenant or prospective Tenant who will first occupy the Residential Property under the proposed Tenancy Agreement.
- (g) Subject to subsections (h) and (i), a Landlord must give a Tenant a notice to end a Tenancy Agreement under this section to be effective on a date that must be:
- (i) not earlier than 2 months after the date the Tenant receives the notice;

- (ii) the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement; and
 - (iii) if the Tenancy Agreement is a Fixed Term Tenancy Agreement, not earlier than the date specified as the end of the Tenancy.
- (h) If a Landlord in good faith intends to demolish a Rental Unit and STÁUTW has, by Resolution, established a notice period of at least 2 and not more than 6 months, that period is the minimum notice period for the purposes of the notice despite subsection (g).
- (i) If a Landlord gives notice to end the Tenancy Agreement under this section respecting a Manufactured Home Site in circumstances other than where the Tenant is renting a Manufactured Home and the Manufactured Home Site under a single Tenancy Agreement, the period of notice must be at least 12 months.

Early Notice by Tenant

7.38

- (a) If a Landlord gives a Tenant a notice to end a Tenancy Agreement under section 7.32 [*end of Tenancy – Subsidized Rental Unit*] or section 7.37 [*notice to end Tenancy Agreement – Landlord use of property*], the Tenant may, at any time during the period of notice,
- (i) give to the Landlord at least 10 days' written notice to end the Tenancy on a date that is earlier than the effective date of the Landlord's notice; and
 - (ii) pay the Landlord, on the date the notice is given under paragraph (i), the proportionate amount of Rent due up to the date of the end of the Tenancy Agreement as specified in that notice, unless subsection (b) applies.
- (b) If the Tenant paid Rent before giving a notice under paragraph(a)(i), on receiving the Tenant's notice, the Landlord must refund any Rent paid for a period after the effective date of the tenant's notice.
- (c) A notice under this section does not affect the Tenant's right to compensation under section 7.39.

Compensation Respecting Section 7.37 Notices – Rental Units

7.39

- (a) A Tenant who receives a notice to end Tenancy under section 7.37 is entitled to receive from the Landlord on or before the effective date of the Landlord's notice an amount that is the equivalent of one month's Rent payable under the Tenancy Agreement.

- (b) A tenant referred to in subsection (a) may withhold the amount authorized from the last month's Rent and, for the purposes of subsection 7.38(b), that amount is deemed to have been paid to the Landlord.
- (c) If a Tenant referred to in subsection (a) gives notice under section 7.38 before withholding the amount referred to in that section, the Landlord must refund that amount.
- (d) In addition to the amount payable under subsection (a), if
 - (i) steps have not been taken to accomplish the stated purpose for ending the Tenancy under section 7.37 within a reasonable period after the effective date of the notice, or
 - (ii) the Rental Unit or Manufactured Home Site is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,

the Landlord, or the purchaser, as applicable under section 7.37, must pay the Tenant an amount that is the equivalent of double the monthly Rent payable under the Tenancy Agreement.

Compensation Respecting 7.37 Notices – Manufactured Home Sites

7.40

- (a) On the end of a Manufactured Home Site Tenancy under section 7.37, the Landlord must pay the Tenant an amount that is equivalent to 12 months' Rent payable under the Tenancy Agreement on or before the effective date of the notice.
- (b) In addition to the amount payable under section subsection (a), if steps have not been taken to accomplish the stated purpose for ending the Tenancy under section 7.37 within a reasonable period after the effective date of the notice, the Landlord must pay the Tenant an amount that is the equivalent of 6 times the monthly Rent payable under the Tenancy Agreement.

Form of Notice of End of Tenancy Agreement

7.41 In order to be effective, a notice to end a Tenancy must be in writing and must

- (a) be signed and dated by the Landlord or Tenant giving the notice,
- (b) give the address of the Rental Unit or Manufactured Home Site,
- (c) state the effective date of notice;
- (d) except for a notice under section 7.5 [*Tenant's notice*], state the grounds for ending the Tenancy, and
- (e) when given by a Landlord, be in the prescribed form.

Incorrect Notice to End Tenancy Agreement

- 7.42 If a Landlord or Tenant gives a notice to end the Tenancy Agreement that is otherwise in accordance with this Law except that the notice specifies:
- (a) an effective date that is earlier than permitted by this Law, the notice is deemed to be effective on the earliest date permitted under this Law;
 - (b) an effective date, other than the last or first day of a Rental Payment Period, that is a date later than the earliest date permitted under this Law, the notice is deemed to be effective on the last day of the Rental Payment Period in which the notice was specified to be effective; or
 - (c) the effective date as the day after the last day of a Rental Payment Period, the notice is deemed to be effective on the last day of the Rental Payment Period preceding the effective date specified in the notice.

Order of Possession for Tenant

7.43

- (a) A Tenant who has entered into a Tenancy Agreement with a Landlord may request an order of possession of the Rental Unit or Manufactured Home Site by making an application for dispute resolution.
- (b) An Arbitrator may grant an order of possession to a Tenant under this section before or after the beginning of the term of a Tenancy Agreement, to be effective on the date specified in the order, but the date specified in the order must not be earlier than the date of the beginning of the term of the Tenancy Agreement.

Order of Possession for Landlord

7.44

- (a) If a Tenant makes an application for dispute resolution to dispute a Landlord's notice to end a Tenancy, an Arbitrator must grant an order of possession of the Rental Unit or Manufactured Home Site to the Landlord if, at the time scheduled for the hearing:
 - (i) the Landlord makes an oral request for an order of possession; and
 - (ii) the Arbitrator dismisses the Tenant's application or upholds the Landlord's notice.
- (b) A Landlord may request an order of possession of a Rental Unit in any of the following circumstances by making an application for dispute resolution:
 - (i) a notice to end the Tenancy has been given by the Tenant;
 - (ii) a notice to end the Tenancy has been given by the Landlord, the Tenant had not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

- (iii) the Tenancy agreement is a Fixed Term Tenancy Agreement that provides that the Tenant will vacate the Rental Unit or Manufactured Home Site at the end of the fixed term;
 - (iv) the Landlord and Tenant have agreed in writing that the Tenancy is ended.
- (c) An Arbitrator may grant an order of possession before or after the date when a Tenant is required to vacate the Rental Unit or Manufactured Home Site, and the order takes effect on the date specified in the order.

PART 8- RESOLUTION OF DISPUTES

Division 1- Dispute Resolution Proceedings

Determining Disputes

- 8.1 Except as restricted under this Law, a person may make an application to the Administrator for dispute resolution in relation to a dispute with the person's Landlord or Tenant in respect of any of the following:
- (a) rights, obligations and prohibitions under this Law;
 - (b) rights and obligations under the terms of a Tenancy Agreement that
 - (i) are required or prohibited under this Law; or
 - (ii) relate to
 - (A) the Tenant's use, occupation or maintenance of the Rental Unit or Manufactured Home Site; or
 - (B) the use of Common Areas or Services or Facilities.
- 8.2 Disputes for which dispute resolution is available under section 8.1 of this Law are, for the purposes of section 36.1(a.1) of the *Land Code*, disputes to which the dispute resolution provisions of the *Land Code* do not apply.

Starting Proceedings

- 8.3 An application for dispute resolution must
- (a) be in the approved form,
 - (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings,
 - (c) indicate the applicant's preferred method of dispute resolution if applicable (mediation or arbitration), and
 - (d) be accompanied by the prescribed fee.

- 8.4 The Administrator may waive or reduce the fee if satisfied that
- (a) the applicant cannot reasonably afford to pay the fee, or
 - (b) the circumstances do not warrant the fee being collected.
- 8.5 A person who makes an application for dispute resolution must give a copy of the application to the other party within 3 days of making it, or within a different period specified by the Administrator.
- 8.6 The Administrator may refuse to accept an application for dispute resolution if
- (a) in the Administrator's opinion, the application does not disclose a dispute that may be determined under this Part,
 - (b) the application does not comply with section 8.3.
- 8.7 Subject to 8.10 and 8.12(b), upon accepting an application for dispute resolution, the Administrator may assist the parties, to settle their dispute.
- 8.8 If the parties settle their dispute during dispute resolution proceedings overseen by the Administrator pursuant to section 8.7, the Administrator may record the settlement in the form of a decision or an order.
- 8.9 If the parties are unable to settle their dispute pursuant to section 8.7, then the Administrator will consider the preferences of each party to the dispute with respect to a preferred method of dispute resolution (mediation or arbitration) and will do one of the following:
- (a) refer the matter to mediation; or
 - (b) refer the matter to arbitration.
- 8.10 Subject to section 8.12(b), the Administrator will refer the following matters directly to arbitration:
- (a) disputes over Rent increases and any other dispute involving money;
 - (b) disputes concerning an eviction.

Limitation Period

- 8.11 If this Law does not state a time by which an application for dispute resolution must be made, then it must be made within 2 years of the date that the Tenancy to which the matter relates ends or is assigned.

Decisions Determined by Administrator

- 8.12

- (a) The Administrator has jurisdiction to hear and determine the following matters under this Law:
 - (i) subject to subsection (b) and despite section 8.10, any dispute related to a STÁUTW Housing Unit; and
 - (ii) any dispute regarding the content of a standard form agreement prescribed under this Law.
- (b) In hearing a dispute related to a STÁUTW Housing Unit, the Administrator shall ensure that all information relevant to the dispute is included in the application and, if necessary, may conduct further investigations, including meeting with each of the applicant and any relevant decision-maker to ascertain the appropriate course for resolution of the dispute, and upon so doing, may:
 - (i) determine the resolution of the dispute; or
 - (ii) refer the matter to mediation or arbitration as the Administrator deems appropriate in the circumstances.
- (c) The Administrator may make any finding of fact or law that is necessary or incidental to determining a dispute under this section and may make any order that is necessary to give effect to the rights, obligations and prohibitions under this Law.
- (d) A decision of the Administrator under this section is final and binding.

Division 2- Mediation

Mediation Procedures

8.13

- (a) Council may by Resolution establish procedures governing the conduct of mediations under this Part.

Roster of Mediators

- (b) Council may by Resolution establish a roster of Mediators with the requisite qualifications to conduct mediations under this Part.

Selection of Mediator

- (c) Parties to a dispute that has been referred to mediation may select a Mediator by mutual agreement.
- (d) Where parties to a dispute cannot agree on the selection of a Mediator, the Administrator may designate a Mediator from the roster established in subsection (b) to conduct the mediation.
- (e) Despite subsection (c), the Administrator may refuse to designate a Mediator if:

- (i) the parties have already attempted to resolve the dispute through mediation or another non-binding dispute resolution process;
 - (ii) a decision by an Arbitrator on the dispute would clarify an important question of legal interpretation or public policy; or
 - (iii) it is materially impracticable or unfair to require one or more of the parties to attend a mediation.
- (b) Despite section (c), the Administrator must refuse to designate a Mediator if satisfied that the dispute is properly before or has been decided by an Arbitrator or a Court.

8.14 The Administrator must give to all parties written notice of his or her decision designating or refusing to designate a Mediator.

8.15

- (a) Tenants or Landlords who have disputes that raise substantially similar issues in substantially similar circumstances may apply to the Administrator, in the form and manner approved by the Administrator:
- (i) for the designation of a Mediator to mediate their disputes at the same time; or
 - (ii) to join a mediation being conducted by a Mediator if the dispute being mediated and the dispute of the applicants raise substantially similar issues in substantially similar circumstances.
- (b) The Administrator may grant the application under subsection (a) if satisfied that:
- (i) the disputes raise substantially similar issues in substantially similar circumstances; and
 - (ii) it is appropriate to do so having regard to all the circumstances.

Time Suspended

8.16 A time period under this Law that would otherwise apply to a Landlord or Tenant is suspended with respect to a matter being mediated under this Part from the time the Administrator receives an application for mediation from the Landlord or Tenant accompanied by the appropriate fee and does not begin to run again until written notice is given under section 8.13 [*written notice regarding designation of Mediator*], 8.18 [*end of mediation by written notice – dispute resolved*], or 8.19 [*end of mediation by written notice – dispute unresolved*].

Mediator

8.17 The Mediator's role is to assist the parties to reach a resolution of their dispute. If the parties are able to resolve the dispute, the Mediator shall assist the parties to enter into a written agreement that reflects the terms of their agreed resolution.

- 8.18 If at any time during mediation the Mediator is satisfied that the parties have entered into a written agreement resolving the dispute, the Mediator must end the mediation by giving written notice to that effect to the parties.
- 8.19 If within 60 Days after a dispute has been referred to mediation, the Mediator is satisfied that the parties have failed to enter into a written agreement resolving the dispute, the Mediator must promptly give the parties a written notice:
- (a) ending the mediation, with a recommendation for ending the dispute; or
 - (b) ending the mediation without a recommendation for ending the dispute.
- 8.20 If the parties accept the Mediator's recommendation, the Mediator must prepare a written agreement resolving the dispute for their signature.
- 8.21 The 60-day time limit under section 8.19 may be extended by written agreement of the parties and the Mediator.

Order to Comply With Agreement

- 8.22
- (a) A party to an agreement that resolves a dispute under mediation may apply to the Supreme Court of British Columbia or to an Arbitrator for an order requiring another party to the agreement to comply with the agreement.
 - (b) On an application under subsection (a), the Court or the Arbitrator may order a party to comply with the agreement.
 - (c) An order under this section may contain terms respecting costs, expenses, remuneration and any other necessary matters.

Conflict of Interest

- 8.23 A person must not act as a Mediator if the person has or appears to have an interest in the matter being mediated.

Notice

- 8.24 A notice that is required to be given by the Mediator may be given in accordance with section 10.11(d) [*general service of documents*], or in a manner established by Council from time to time.

Division 3- Arbitration

Arbitrators Appointed by Council

- 8.25

- (a) Council may by Resolution develop a roster of Arbitrators who may be designated by the Administrator under section 8.27(c) to conduct arbitrations under this Law.
- (b) To be appointed by Council, Arbitrators must be
 - (i) a member of the Arbitrators Association of British Columbia,
 - (ii) a member of the British Columbia Arbitration and Mediation Institute qualified to conduct arbitrations,
 - (iii) a chartered Arbitrator (C.Arb or Q.Arb), or
 - (iv) a licensed barrister and solicitor with experience conducting arbitrations.

Landlord and Tenant Selection of Arbitrator

8.26

- (a) The Landlord and Tenant may, by written agreement, select an Arbitrator from a roster developed under section 8.25 or by other mutually agreed means of selection, to conduct an arbitration of an application referred to in section 8.1
- (b) A copy of an agreement made under subsection (a) must be provided to the Administrator by the Landlord or Tenant within three (3) Days of making the agreement.
- (c) An agreement under subsection (a) is unenforceable if the Landlord requires the Tenant or the Tenant requires the Landlord to reach the agreement;
 - (i) as a condition to entering into a Tenancy Agreement; or
 - (ii) as a term of a Tenancy Agreement.
- (d) An Arbitrator selected under subsection (a) must advise the Administrator in writing of his or her selection.
- (e) Where the Landlord and Tenant agree to select an Arbitrator, that person is deemed to be a person selected by the Administrator and will have all the same powers as an Arbitrator selected by the Administrator.

Application to Administrator to Designate an Arbitrator

8.27

- (a) If a Landlord and Tenant do not select an Arbitrator under section 8.26, either the Landlord or the Tenant may apply to the Administrator to designate an Arbitrator.
- (b) An application to the Administrator must:
 - (i) give full particulars of the matter being submitted to arbitration;
 - (ii) be in the form approved by the Administrator; and

- (iii) be accompanied by the prescribed fee.
- (c) On receiving an application under subsection (a), the Administrator must:
 - (i) designate an Arbitrator from among the roster of Arbitrators developed by Council under section 8.25, or if no roster has been developed, from anywhere else provided that person meets the qualifications set out in subsection 8.25(b);
 - (ii) provide copies of the application and all related material to the Arbitrator;
 - (iii) specify the time, date and place of arbitration hearings in a notice of hearing.
- (d) The Administrator must not designate an Arbitrator who has or appears to have an interest in the matter that is subject to the arbitration.
- (e) The Administrator must provide the applicant with a hearing information package, which must include:
 - (i) the Notice of Hearing;
 - (ii) the application for arbitration and related material filed; and
 - (iii) information concerning the arbitration process.
- (f) The applicant must serve a copy of the application, the notice of hearing and the information concerning the arbitration process on the Landlord or Tenant, as the case may be, within three (3) Days of making the application.
- (g) An applicant may withdraw an application for arbitration at any time prior to the arbitration hearing.

Similar Disputes – Arbitration

- 8.28 An Arbitrator may make an order under section 8.29 if the Arbitrator is designated to conduct an arbitration of an application referred to in section 8.1 and:
- (a) all parties to the arbitration consent in writing to the making of an order under this section; and
 - (b) other Landlords or Tenants, who are not parties to the arbitration but whose disputes raise substantially similar issues in substantially similar circumstances, agree in writing to be bound by the arbitration decision.
- 8.29 In the circumstances referred to in section 8.28, the Arbitrator may order that:
- (a) only one fee prescribed under paragraph 8.27(b)(iii) be paid in respect of the arbitration proceedings;
 - (b) Landlords or Tenants referred to in subsection 8.28(b) are parties to and are bound by the outcome of the arbitration; and

- (c) the hearings of other Arbitrators under this Part respecting Landlords or Tenants referred to in subsection 8.28(b) are deferred until the arbitration is heard and decided.

8.30 An Arbitrator may make an order under section 8.29:

- (a) on application by any person before the date set for the start of the arbitration hearing; or
- (b) on the motion of any person at the arbitration hearing.

8.31 If the matters to be determined in two (2) or more arbitrations are related and it is reasonable that these matters be heard jointly, the Administrator may order that the arbitrations be heard jointly.

8.32 If an order is made under section 8.30 or 8.31, the Administrator may order that only one fee prescribed under paragraph 8.27(b)(iii) be paid in respect of the arbitrations heard jointly.

Role of the Administrator

8.33

- (a) The Administrator must provide a copy of the decision or orders of the Arbitrator to the Landlord, Tenant and any other parties to an application in accordance with section 10.11(d) [*service of documents – return of security deposit, hearing information package, review decision or order*] or section (b) [*general service of documents*].
- (b) The Administrator or a person authorized by the Administrator may publish decisions or orders of Arbitrators or otherwise make them available to the public and to Arbitrators unless the Arbitrator provides that a decision or order shall not be published.
- (c) The Administrator must keep a copy of the decision or order on file and make it available for public inspection unless the Arbitrator provides that the decision or order shall not be made available for public inspection.
- (d) Subject to subsections (b) and (c), a person, upon payment of an appropriate fee, may obtain from the Administrator a certified copy of the decision.

Arbitrator's Authority Respecting Dispute Resolution Proceedings

8.34

- (a) Despite any other provisions of this Law, an Arbitrator may refuse to conduct a hearing if the Arbitrator considers that the matter is frivolous, vexatious, trivial or has not been initiated in good faith.
- (b) An Arbitrator may make any finding of fact or law that is necessary or incidental to the making of a decision or order under this Law.

- (c) An Arbitrator may do one or more of the following:
 - (i) order a Landlord or Tenant to comply with this Law, a schedule enacted pursuant to this Law, a Resolution adopted pursuant to this Law, or a Tenancy Agreement;
 - (ii) make an order, with or without conditions;
 - (iii) make an interim order;
 - (iv) order substituted service of a Document;
 - (v) set aside a notice to end a Tenancy Agreement, with or without conditions, if the Arbitrator is satisfied, having regard to all the circumstances, that ending the Tenancy Agreement would create unreasonable hardship in relation to the conduct, breach or circumstances that led to the issue of the notice;
 - (vi) order that the tenancy ends on a date other than the date specified in a notice to end the Tenancy Agreement.
- (d) A decision of the Arbitrator under this section is final and binding.

PART 9 - MANUFACTURED HOME PARKS

Local Park Committee

9.1

- (a) The Landlord and Tenants of a Manufactured Home Park may establish, consistent with any established procedures, a Local Park Committee consisting of representatives of the Landlord and the Tenants.
- (b) The members of a Local Park Committee must be chosen, and the Local Park Committee must conduct itself, in accordance with any established procedures.

Park Rules

9.2

- (a) The Local Park Committee may, subject to this Law and consistent with any established procedures, make rules that govern the operation of the Park and that are not contrary to this Law or any other STÁUTW law, or applicable provincial or federal legislation.
- (b) When rules are made under section 9.2, they are the rules in effect in the Park and any other rules are ineffective.
- (c) Rules made by a local park committee may be changed, repealed or replaced by the local park committee in accordance with this Law or with any established procedures or with the rules.

- (d) If there are no valid rules in force made by a local park committee to govern the operation of a Park, the rules in any established procedures apply.

Park Committee Role in Dispute Resolution

- 9.3 The local park committee may, subject to this Law and any established procedures, assist a Landlord and Tenant of a Park to reach a voluntary resolution of a dispute between them.

PART 10- GENERAL

Contractual Relationship

- 10.1 The relationship of Landlord and Tenant created by a Tenancy Agreement under this Law is one of contract only and does not create any interest in land in favour of the Tenant.

Application of Certain Principles

- 10.2 Despite any other Act or law, common law principle or an agreement to the contrary, a Landlord must not distraint for default in the payment of Rent.
- 10.3 If a Landlord or Tenant who is a party to a Tenancy Agreement contravenes this Law, he or she is liable to compensate the other party to the Tenancy Agreement for loss suffered by the other party as a result of the contravention.
- 10.4 If a Landlord or Tenant becomes liable to the other for damages as a result of a breach of the Tenancy Agreement or this Law, the Landlord or Tenant entitled to claim damages has a duty to mitigate his or her damages.
- 10.5 Without limiting section 10.4, if a Tenant ends a Tenancy Agreement or vacates or abandons Residential Property, other than in accordance with this Law and the Tenancy Agreement, the Landlord has a duty to again Rent the Residential Property at a reasonably economic Rent.
- 10.6 If a Landlord or Tenant gives notice to end the Tenancy Agreement in accordance with this Law and the Tenant continues to occupy the Residential Property after the date on which the notice is effective, the Landlord may claim from the Tenant compensation for the period the Tenant continues to occupy the Residential Property.
- 10.7 If a Landlord is entitled to claim compensation under section 10.6 and a person brings proceedings against the Landlord to enforce a right to possess the Residential Property occupied by the Tenant, the Landlord may add the Tenant as a third party to the proceedings.
- 10.8 A person having Rent in arrears or due on a lease or demise for life or lives may recover those arrears or that Rent as if the Rent were due and received on a lease for years.
- 10.9 The obligations of a Landlord under Part 5 Division 2 [*security deposit*] and section 5.95 [*interest on security deposit*] run with the land or reversion.

Discrimination by Source of Income Prohibited

10.10 A Landlord must not discriminate against a Tenant or prospective Tenant based on a lawful source of income.

Material Terms

10.11

- (a) Subject to subsections (b) and (c) or to any other provision of this Law to the contrary, the common law rules respecting the effect of the breach of a material term by one party to a contract on the obligation to perform by the other party apply to a Tenancy Agreement.
- (b) Except as otherwise provided in this Law, a Tenant must not refuse to pay Rent merely because of a breach by a Landlord of a material term in a Tenancy Agreement.
- (c) If a Landlord breaches a material term in a Tenancy Agreement, the Tenant may elect to treat the Tenancy Agreement as ended, but the agreement is not ended until the Tenant advises the Landlord in writing that the Tenant has so elected.
- (d) A term, whether or not it is a material term, and a condition respecting Residential Property contained in a Tenancy Agreement, is enforceable by or against a person in possession of, and a person having an interest in a reversion of, the Residential Property.

10.12 Section 10.11 does not affect the rights or liabilities of persons between whom, at common law, there is a privity of contract or privity of estate.

Monetary Claims

10.13 Subject to any applicable limitation period, a Landlord or Tenant may commence an action or claim in debt or for damages against the other party in respect of a right or obligation under this Law or a Tenancy Agreement.

Service of Documents

10.14

- (a) All documents must be given to or served on a person by serving it in one of the following ways:
 - (i) by leaving a copy of the document with the person;
 - (ii) if the person is a Landlord, by leaving a copy of the document with an agent of the Landlord;

- (iii) by sending a copy of the document by registered mail to the address at which the person resides, or if the person is a Landlord, to the address at which the person carries on business as a Landlord.
- (b) Except as provided in subsection (a), a document required or permitted to be given to or served on a person under this Law must be served in one of the following ways:
- (i) by leaving a copy of the document with the person;
 - (ii) if the person is a Landlord, by leaving a copy of the document with an agent of the Landlord;
 - (iii) by sending a copy of the document by registered mail to the address at which the person resides, or if the person is a Landlord, to the address at which the person carries on business as a Landlord;
 - (iv) by sending a copy of the document by ordinary mail to the address at which the person resides or, if the person is a Landlord, to the address at which the person carries on business as a Landlord;
 - (v) by leaving a copy of the document at the person's residence with an adult person who apparently resides with the person to be served;
 - (vi) by leaving a copy of the document in a mailbox or mail slot at the address at which the person resides or, if the person is a Landlord, at the address at which the person carries on business as a Landlord;
 - (vii) by attaching a copy of the document to a door or other conspicuous place at the address at which the person resides or, if the person is a Landlord, at the address at which the person carries on business as a Landlord;
 - (viii) by transmitting a copy of the document to the fax number provided as an address for service by the person to be served.
- (c) A document served under subsections (a) and (b) is deemed to have been received if served by:
- (i) mail, on the fifth day after mailing it;
 - (ii) fax, on the third day after faxing it;
 - (iii) attaching a copy of the Document to a door or other place, on the third day after attaching it; or
 - (iv) leaving a copy of the Document in a mail box or mail slot, on the third day after leaving it.
- (d) Despite subsections (a), (b), and (c), an Arbitrator, in respect of a matter before him or her, may order that:
- (i) a document must be served in a manner the Arbitrator considers necessary; or
 - (ii) a document is deemed to have been sufficiently served for the purposes of this Law on a day the Arbitrator determines.

- (e) Even though a document is not given in accordance with this section, it is sufficiently given for the purposes of this section if the person to whom it is to be given receives it and becomes aware of its nature.

General

- 10.15 Any deviations from a form established by Council to complement or support this Law that do not affect its substance and are not calculated to mislead, do not invalidate the form used.

Fees, Forms and Procedures

- 10.16 Council may by Resolution from time to time establish procedures as are considered necessary and advisable, which are ancillary to this Law but not inconsistent with it, and without limiting the generality of the foregoing will include:
- (a) procedures setting out the circumstances when a Landlord may consider that a Tenant has abandoned personal property, the manner in which a Landlord may dispose of personal property by a Tenant, how competing claims on the property are to be resolved, the circumstances in which the purchaser of abandoned personal property acquires a marketable title free of all encumbrances, how proceeds from the disposition of the property are to be dealt with and imposing a duty of care on the Landlord respecting that property;
 - (b) procedures related to a local park committee or to its functions;
 - (c) standard forms;
 - (d) standard park rules to govern a Manufactured Home Park or class of Manufactured Home Parks, the circumstances under which those rules apply and the process for changing the rules in force in a park;
 - (e) procedures related to the assignment and sublet of a Manufactured Home Site Tenancy Agreement, including but not limited to the criteria and procedures for withholding or granting consent to an assignment or sublet;
 - (f) definitions of kinds and levels of services to be provided by the Landlord in Manufactured Home Parks;
 - (g) administrative and procedural matters for which no express, or only partial, provision has been made;
 - (h) definitions of words or phrases used but not defined in the Law.
- 10.17 Council may by Resolution establish, correct, revise or update the terms of any applicable fee schedules, forms, protocols or other related Documentation which complement and support this Law, and will post notice of same in a public area of the STÁUTW administration building and make a copy of same available for viewing free of charge at the administrative offices of STÁUTW and available for distribution at a nominal charge.

Offences

10.18

- (a) No person shall obstruct, interfere with or hinder Council or any authorized employee, officer, or agent in the carrying out of their duties and responsibilities under this Law.
- (b) Any person who violates any of the provisions of this Law or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Law, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this Law, is guilty of an offence under this Law, and is liable to the penalties imposed by this Law.
- (c) Each day a violation of this Law continues will be deemed to be a separate offence for which a fine or imprisonment may be imposed.

10.19

- (a) Any person who is guilty of an offence under this Law is liable, on summary conviction, to a fine of not more than One Thousand Dollars (\$1,000.00) or to a term of imprisonment not exceeding thirty (30) days, or both.
- (b) A person who coerces, threatens, intimidates or harasses a Tenant, a Landlord or the Administrator to deter the Tenant or Landlord from making an application under this Law, including any schedules, or to deter the Administrator from carrying out its obligations under this Law, including schedules, or in retaliation for seeking or obtaining a remedy under this Law, including schedules, commits an offence and is liable, on conviction, to a fine of not more than One Thousand Dollars (\$1,000.00).
- (c) A person who gives false or misleading information in an arbitration proceeding under this Law, including the schedules, commits an offence and is liable, on conviction, to a fine of not more than One Thousand Dollars (\$1,000.00).
- (d) A Tenant or occupant who willfully causes damage to the Residential Property commits an offence and is liable, on conviction, to a fine of not more than One Thousand Dollars (\$1,000.00).

Immunity

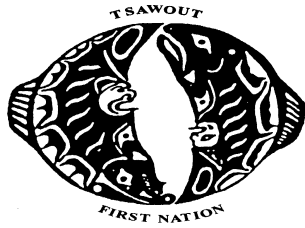
10.20

- (a) No action for damages lies or may be instituted against present or past Council or members, employees, servants or agents of either STÁUTW or Council:
 - (i) for anything said or done or omitted to be said or done by that person in the performance or intended performance of the person's duty or the exercise of the person's authority; or

- (ii) for any alleged neglect or default in the performance or intended performance of the person's duty or the exercise of the person's authority.
- (b) Subsection (a) does not provide a defence if:
 - (i) Council, members, employees, servants or agents have, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or
 - (ii) the cause of action is libel or slander.
- (c) SᑭÁUTW, present or past Council, or members, employees, servants or agents of any of SᑭÁUTW or Council is not liable for any damages or other loss, including economic loss, sustained by any person, or to the property of any person, as a result of neglect or failure, for any reason, to discover or detect any contravention of this Law or any other SᑭÁUTW law, or from the neglect or failure, for any reason or in any manner, to enforce this Law or any other SᑭÁUTW law.
- (d) All actions against SᑭÁUTW for the unlawful doing of anything that:
 - (i) is purported to have been done by SᑭÁUTW under the powers conferred by this Law or any SᑭÁUTW law; and
 - (ii) might have been lawfully done by SᑭÁUTW if acting in the manner established by law,must be commenced within six (6) months after the cause of action first arose, or within a further period designated by Council in a particular case, but not afterwards.
- (e) SᑭÁUTW is in no case liable for damages unless notice in writing, setting out the time, place and manner in which the damage has been sustained, is delivered to SᑭÁUTW, within two (2) months from the date on which the damage was sustained. In case of the death of a person injured, the failure to give notice required by this section is not a bar to the maintenance of the action. Failure to give the notice or its insufficiency is not a bar to the maintenance of an action if the Court before whom it is tried, or, in case of appeal, the Court of Appeal, believes:
 - (i) there was reasonable excuse; and
 - (ii) SᑭÁUTW has not been prejudiced in its defence by the failure or insufficiency.

SCHEDULE I – RESIDENTIAL TENANCY RULES

SCHEDULE II – MANUFACTURED HOME TENANCY RULES



SCHEDULE 1

STÁUTW (Tsawout) First Nation Residential Tenancy Rules

Table of Contents

PART 1 - GENERAL	2
Interpretation	2
Application.....	2
PART 2 - REQUIREMENTS FOR TENANCY AGREEMENTS	2
Prescribed Terms	2
PART 3 - CONDITION INSPECTION RULES	3
Rental Unit to Be Empty	3
Tenant May Appoint an Agent	3
Scheduling of the Inspection	3
Two Opportunities for Inspection	3
Condition Inspection Report	3
Disclosure and Form of the Condition Inspection Report.....	4
Standard Information that Must be Included in a Condition Inspection Report.....	4
Evidentiary Weight of a Condition Inspection Report.....	6
PART 4 - RENTAL INCREASE RULES	6
Exemption	6
Interpretation.....	6
Additional Rent Increase	6
PART 5 - ABANDONMENT OF PERSONAL PROPERTY RULES	8
Abandonment of Personal Property.....	8
Application of Indian Act.....	9
Powers and Duties of the Landlord.....	9
Claim for Abandoned Property	9
Notice and Search for Encumbrances	10
Holder of a Security Interest	11
Disposal of Personal Property	11

Duty of Care – Abandoned Property.....	12
APPENDIX A.....	13
1. Application of the Law	13
2. Security Deposit	13
3. Pets.....	14
4. Landlord’s Obligation to Give Tenancy Agreement to Tenant.....	14
5. Inspections	14
6. Payment of Rent.....	15
7. Rent Increase.....	15
8. Repairs.....	15
9. Occupants and Invited Guests.....	17
10. Assign or Sublet	17
11. Locks.....	17
12. Entry of Residential Premises by Landlord	17
13. Ending of Tenancy.....	18
14. Dispute resolution.....	19

PART 1 - GENERAL

Interpretation

- 1.1 In this schedule “Law” means the STÁUTW (Tsawout) First Nation Residential Tenancy Law No. [insert number].

Application

- 1.2 Unless otherwise stated in this schedule or the Law, this schedule applies to all Rental Units, including unless otherwise specified, STÁUTW Housing Units.

PART 2 - REQUIREMENTS FOR TENANCY AGREEMENTS

Prescribed Terms

- 2.1 A Landlord must ensure that any Tenancy Agreement entered into on or after the Law comes into force complies with Part 5, Division 1 of the Law and this Part.
- 2.2 The prescribed terms that are required in every private Tenancy Agreement are found in Appendix A to this schedule.
- 2.3 A Landlord must ensure that a Tenancy Agreement contains the prescribed terms.
- 2.4 Terms permitted under law may be added to a private Tenancy Agreement to the degree that they are consistent with the prescribed terms provided that they are clearly distinguishable from the prescribed terms.
- 2.5 This Part does not apply to Tenancy Agreements for STÁUTW Housing Units.

PART 3 - CONDITION INSPECTION RULES

Rental Unit to Be Empty

- 3.1 The Landlord and Tenant must complete a condition inspection described in sections 5.34 – 5.38 (start of a new tenancy) or sections 5.86 – 5.90 (end of rental unit tenancy) of the Law when the Rental Unit is empty of the Tenant's possessions, unless the parties agree on a different time.

Tenant May Appoint an Agent

- 3.2 The Tenant may appoint an agent to act on his or her behalf to attend a condition inspection and sign a condition inspection report described in sections 5.34 – 5.38 or sections 5.86 – 5.90 of the Law, and:
- (a) The Tenant must advise the Landlord, in advance of the condition inspection, that an agent will be acting for the Tenant in respect of the condition inspection and condition inspection report;
 - (b) The Landlord must not accept an appointment or act as the Tenant's agent.

Scheduling of the Inspection

- 3.3 The Landlord and Tenant must attempt in good faith to mutually agree on a date and time for a condition inspection.
- 3.4 A condition inspection must be scheduled and conducted between 8 a.m. and 9 p.m., unless the parties agree on a different time.

Two Opportunities for Inspection

- 3.5 A Landlord must offer to a Tenant a first opportunity to schedule the condition inspection by proposing one or more dates and times.
- 3.6 If the Tenant is not available at a time offered under section 3.5:
- (a) the Tenant may propose an alternative time to the Landlord, who must consider this time prior to acting under subsection (b) and
 - (b) the Landlord must propose a second opportunity, different from the opportunity described in section 3.5, to the tenant by providing the Tenant with a notice in the approved form.
- 3.7 When providing each other with an opportunity to schedule a condition inspection, the Landlord and Tenant must consider any reasonable time limitations of the other party that are known and that affect that party's availability to attend the inspection.

Condition Inspection Report

- 3.8 The Landlord must give the Tenant a copy of the signed condition inspection report:

- (a) of an inspection made under sections 5.34 – 5.38 of the Law, promptly and in any event within 7 days after the condition inspection is completed, and
- (b) of an inspection made under sections 5.86 – 5.90 of the Law, promptly and in any event within 15 days after the later of:
 - (i) the date the condition inspection is completed, and
 - (ii) the date the Landlord received the tenant's forwarding address in writing.

3.9 The Landlord must use a service method described in section 10.14 of the Law for the service of documents.

Disclosure and Form of the Condition Inspection Report

3.10 A condition inspection report must be:

- (a) in writing;
- (b) in type no smaller than 8 point; and
- (c) written so as to be easily read and understood by a reasonable person.

Standard Information that Must be Included in a Condition Inspection Report

3.11 A condition inspection report completed under sections 5.34 – 5.38 or sections 5.86 – 5.90 of the Law must contain the following information:

- (a) the correct legal names of the Landlord, the tenant and, if applicable, the tenant's agent;
- (b) the address of the Rental Unit being inspected;
- (c) the date on which the Tenant is entitled to possession of the Rental Unit;
- (d) the address for service of the Landlord;
- (e) the date of the condition inspection;
- (f) a statement of the state of repair and general condition of each room in the Rental Unit including, but not limited to, the following as applicable:
 - (i) entry;
 - (ii) living rooms;
 - (iii) kitchen;
 - (iv) dining room or eating area;
 - (v) stairs;
 - (vi) halls;

- (vii) bathrooms;
 - (viii) bedrooms;
 - (ix) storage;
 - (x) basement or crawl space;
 - (xi) other rooms;
 - (xii) exterior, including balcony, patio and yard;
 - (xiii) garage or parking area;
- (g) a statement of the state of repair and general condition of any floor or window coverings, appliances, furniture, fixtures, electrical outlets and electronic connections provided for the exclusive use of the tenant as part of the Tenancy Agreement;
- (h) any other items which the Landlord and Tenant agree should be included;
- (i) a statement identifying any damage or items in need of maintenance or repair;
- (j) appropriate space for the tenant to indicate agreement or disagreement with the Landlord's assessment of any item of the condition of the Rental Unit and contents, and any additional comments;
- (k) the following statement, to be completed by the Tenant:

I, _____ [Tenant's name]

- agree that this report fairly represents the condition of the Rental Unit.
- do not agree that this report fairly represents the condition of the Rental Unit, for the following reasons:

- (l) a space for the signature of both the Landlord and Tenant.

3.12 In addition to the information referred to in section 3.11, a condition inspection report completed under sections 5.86 – 5.90 of the Law must contain the following items in a manner that makes them clearly distinguishable from other information in the report:

- (a) a statement itemizing any damage to the Rental Unit or Residential Property for which the Tenant is responsible;
- (b) if agreed upon by the Landlord and Tenant,
 - (i) the amount to be deducted from the Tenant's Security Deposit,
 - (ii) the Tenant's signature indicating agreement with the deduction, and
 - (iii) the date on which the Tenant signed.

Evidentiary Weight of a Condition Inspection Report

- 3.13 In dispute resolution proceedings, a condition inspection report completed in accordance with this Part is evidence of the state of repair and condition of the Rental Unit or Residential Property on the date of the inspection, unless either the Landlord or the Tenant has a preponderance of evidence to the contrary.

PART 4 - RENTAL INCREASE RULES

Exemption

- 4.1 This Part does not apply to any STÁUTW Housing Unit. Council may from time to time and for any reason and at its sole discretion set the eligible Rent for any STÁUTW Housing Unit.

Interpretation

- 4.2 In this Part:

"Inflation Rate" means the 12 month average percent change in the all-items Consumer Price Index for British Columbia ending in July that is most recently available for the calendar year for which a Rent increase takes effect.

- 4.3 A Landlord may impose a Rent increase that is no greater than the amount calculated in accordance with the formula established by Council under section 6.1 of the Law *[Council to establish Rent increase formula]*.

Additional Rent Increase

- 4.4 A Landlord may apply to the Arbitrator for an order for additional Rent increase if one or more of the following apply:
- (a) after the rent increase allowed under section 4.3, the Rent for the Rental Unit is significantly lower than the Rent payable for other Rental Units that are similar to, and in the same geographic area as, the Rental Unit;
 - (b) the Landlord has completed significant repairs or renovations to the Residential Property in which the Rental Unit is located that:
 - (i) could not have been foreseen under reasonable circumstances; and
 - (ii) will not recur within a time period that is reasonable for the repair or renovation;
 - (c) the Landlord has incurred a financial loss from an extraordinary increase in the operating expenses of the Residential Property;
 - (d) the Landlord, acting reasonably, has incurred a financial loss for the financing costs of purchasing the Residential Property, if the financing costs could not have been foreseen under reasonable circumstances;

- (e) the Landlord, as a Tenant, has received an additional Rent increase under this section for the same Rental Unit.
- 4.5 If the Landlord applies to an Arbitrator for an increase under paragraphs 4.4(b), 4.4(c), or 4.4(d), the Landlord must make a single application to increase the Rent for all Rental Units in the Residential Property by an equal percentage.
- 4.6 The Arbitrator must consider the following in deciding whether to approve an application for a Rent increase under section 4.4:
- (a) the Rent payable for similar Rental Units in the Residential Property immediately before the proposed increase is intended to come into effect;
 - (b) the Rent history for the affected Rental Unit in the 3 years preceding the date of the application;
 - (c) a change in a Service or Facility that the Landlord has provided for the Residential Property in which the Rental Unit is located in the 12 months preceding the date of the application;
 - (d) a change in operating expenses and capital expenditures in the 3 years preceding the date of the application that the Arbitrator considers relevant and reasonable;
 - (e) the relationship between the change described in paragraph 4.4(d) and the Rent increase applied for;
 - (f) a relevant submission from an affected Tenant;
 - (g) a finding by the Arbitrator that the Landlord has contravened section 5.68 [*duty to repair and keep clean*] of the Law;
 - (h) whether, and to what extent, an increase in costs with respect to repair or maintenance of the Residential Property results from inadequate repair or maintenance in a previous year;
 - (i) a Rent increase or a portion of a Rent increase previously approved under this section that is reasonably attributable to the cost of performing a Landlord's obligation that has not been fulfilled;
 - (j) whether the Arbitrator has set aside a notice to end a tenancy within the 6 months preceding the date of the application;
 - (k) whether the Arbitrator has found, in arbitration of disputes proceedings in relation to an application under this section, that the Landlord has:
 - (i) submitted false or misleading evidence; or
 - (ii) failed to comply with an order of the Arbitrator for the disclosure of documents.

- 4.7 In considering an application under section 4.4, the Arbitrator may:
- (a) grant the application, in full or in part;
 - (b) refuse the application;
 - (c) order that the increase granted under section 4.4 be phased in over a period of time; or
 - (d) order that the effective date of an increase granted under section 4.4 is conditional on the Landlord's compliance with an order of the Arbitrator respecting the Residential Property.
- 4.8 If the total amount of the approved increase is not applied within 12 months of the date the increase comes into effect, the Landlord must not carry forward the unused portion or add it to a future Rent increase, unless the Arbitrator orders otherwise under section 4.7.

PART 5 - ABANDONMENT OF PERSONAL PROPERTY RULES

Abandonment of Personal Property

5.1

- (a) A Landlord may consider that a Tenant has abandoned personal property where:
 - (i) the Tenant leaves the personal property on Residential Property that the Tenant has vacated after the Tenancy Agreement has ended, or
 - (ii) subject to subsection (b), the Tenant leaves the personal property on Residential Property:
 - (A) that, for a continuous period of one month, the Tenant has not ordinarily occupied and for which he or she has not paid Rent, or
 - (B) from which the Tenant has removed substantially all of his or her personal property.
- (b) The Landlord is entitled to consider the circumstances described in paragraph (a)(ii) as abandonment only if
 - (i) The Landlord received an express oral or written notice of the Tenant's intention not to return to the Residential Property, or
 - (ii) the circumstances surrounding the giving up of the Rental Unit are such that the Tenant could not reasonably be expected to return to the Residential Property.
- (c) If personal property is abandoned as described in subsections (a) and (b), the Landlord may remove the personal property from the Residential Property, and on removal shall deal with it in accordance with this Part.

- (d) Subsection (c) does not apply if a Landlord and Tenant have made an express agreement to the contrary respecting the storage of personal property.

Application of Indian Act

5.2 This Part is subject to section 89 of the Indian Act.

Powers and Duties of the Landlord

5.3 Where the Landlord chooses to deal with the Tenant's personal property in accordance with this Part, the Landlord shall:

- (a) store it in a safe place and manner for a period of not less than 3 months following the date of removal,
- (b) keep a written inventory of the property,
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and
- (d) advise a Tenant or a Tenant's representative who requests the information either that the property is stored or that it has been disposed of.

5.4

- (a) Despite paragraph 5.3(a), the Landlord may dispose of the property in a commercially reasonable manner if the Landlord reasonably believes that:
 - (i) the property has a total market value of less than \$500,
 - (ii) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or
 - (iii) the storage of the property would be unsanitary or unsafe.
- (b) An Arbitrator may, on application, determine the value of the property for the purposes of subsection (a).

Claim for Abandoned Property

5.5

- (a) (a) Where a Tenant claims his or her personal property at any time before it is disposed of under this Part, the Landlord may, before returning the property, require the Tenant to:
 - (i) reimburse the Landlord for the reasonable costs of:
 - (A) removing and storing the property, and

- (B) making an application permitted and search required to be made under section 5.6, and
- (ii) satisfy any amounts payable to the Landlord by the Tenant under the Law or the Tenancy Agreement.
- (b) If a Tenant makes a claim under subsection (a), but does not pay the Landlord the amount owed, the Landlord may dispose of the property as provided by this Part.

Notice and Search for Encumbrances

5.6

- (a) For the purposes of this section,

“Financing Statement” has the same meaning as in the British Columbia *Personal Property Security Act*,

“Security Interest” has the same meaning as in the British Columbia *Personal Property Security Act*,

“Serial Number” has the same meaning as in section 10 of the British Columbia *Personal Property Security Regulation* [collateral described by serial number] made under the British Columbia *Personal Property Security Act*.

- (b) Not less than 30 days before disposing of an item of personal property referred to in section 5.1, the Landlord shall:
 - (i) give notice of disposition to any person who:
 - (A) has registered a financing statement in the Personal Property Registry using the name of the Tenant or the serial number of the property, and
 - (B) to the knowledge of the Landlord, claims an interest in the property, and
 - (ii) publish the notice in a newspaper published in the area in which the Residential Property is situated.
- (c) The notice referred to in subsection (b) must contain:
 - (i) the name of the Tenant,
 - (ii) a description of the property to be sold,
 - (iii) the address of the Residential Property,
 - (iv) the name and address of the Landlord, and

- (v) a statement that the Landlord will dispose of the property unless the person being notified takes possession of the property, establishes a right to possession of it or makes an application to the court to establish such a right within 30 days from the date the notice is served to that person.
 - (d) For STÁUTW Housing Units, the notice referred to in subsection (b) may be given in accordance with whichever of section 10.14 of the Law or section 72 of the Personal Property Security Act is applicable.
- 5.7 A Landlord is not required to comply with section 5.6(b) where the apparent value of the property is less than \$200.

Holder of a Security Interest

- 5.8 5.8 When a notice referred to in section 5.6(b) has been served on a person who holds a security interest, the Tenant or other person owing payment or performance of the obligation is deemed to be in default of the obligation secured.
- 5.9 5.9 Before taking possession of the property, the person who holds a security interest must pay to the Landlord moving and storage charges incurred by the Landlord under this Part.

Disposal of Personal Property

5.10

- (a) If a Landlord has complied with sections 5.3 and 5.4, the Landlord may dispose of the property in a commercially reasonable manner unless, during the 3 months referred to in that section,
 - (i) a person referred to in section 5.6(b) who has been given a notice as provided in that section has taken or demanded possession of the property,
 - (ii) a person who has an interest in the property has taken or demanded possession of the property, or
 - (iii) a person claiming an interest in the property has made an application under subsection (g) or has brought an action to establish his/her interest in or right to possession of the goods and the Landlord has been notified of the application or action.
- (b) If a Landlord disposes of personal property under subsection (a), the Landlord may retain proceeds of the sale sufficient to:
 - (i) reimburse the Landlord for his or her reasonable costs of:
 - (A) removing, storing, advertising and disposing of the property, and
 - (B) a search required to comply with section 5.6.

- (ii) satisfy any amounts payable to the Landlord by the tenant under this Law or a Tenancy Agreement,
- (c) If any amount remains after payments are made under subsection (b), the Landlord must pay the balance to the Administrator, who must hold it for 2 years in trust for any person with an interest in the property.
- (d) Where a Landlord pays money to the Administrator under subsection (c) the Landlord shall give the Administrator a copy of the inventory of the personal property disposed of and written particulars of the disposition.
- (e) The Administrator may charge the following fees for management of money described in subsection (c):
 - (i) \$100 for the cost of setting up a trust account; and
 - (ii) \$5 for each transaction in the trust account.
- (f) The purchaser of personal property disposed of in accordance with this section acquires a marketable title free of all encumbrances on payment of the taxes owing in relation to the personal property or the sale.
- (g) On the application of an interested person, a court may make an order:
 - (i) prohibiting or postponing disposition of the property under this section upon any conditions the court considers appropriate,
 - (ii) determining the right of a person claiming an interest in or right to possession of the property or the right of the Landlord to dispose of it, or
 - (iii) that an action be brought or an issue be tried.
- (h) If a Tenant or other person with an interest in the property disposed of under this section does not claim an interest in money paid to the Administrator under subsection (c) within 2 years after the payment, the money is forfeited to STÁUTW.

Duty of Care – Abandoned Property

- 5.11 When dealing with a Tenant's personal property under this Part, a Landlord shall exercise reasonable care and caution required by the nature of the property and the circumstances to ensure that the property does not deteriorate and is not damaged, lost or stolen as a result of an inappropriate method of removal or an unsuitable place of storage.

APPENDIX A

Prescribed Terms for Private Tenancy Agreements

1. **Application of the Law**

- 1.1 The terms of this Tenancy Agreement and any changes or additions to the terms may not contradict or change any right or duty under the SᑭÁUTW (Tsawout) First Nation Residential Tenancy Law (the “Law”) and to the extent that a term of this Tenancy Agreement does contradict or change a right or duty under the Law the term of this Tenancy Agreement is void.
- 1.2 Any change or addition to this tenancy agreement must be agreed to in writing and initiated by both the Landlord and Tenant. If a change is not agreed to in writing, is not initiated by the Landlord and Tenant or is unconscionable, it is not enforceable.
- 1.3 The requirement for agreement under subsection 1.2 does not apply to the following:
 - (a) a rent increase given in accordance with the Law;
 - (b) a withdrawal of, or a restriction on, a service or facility in accordance with the Law;
 - (c) a term in respect of which a Landlord or Tenant has obtained an order of the Administrator or an Arbitrator that the agreement of the other is not required.

2. **Security Deposit**

- 2.1
 - (a) The Landlord agrees:
 - (i) that the Security Deposit and Pet Damage Deposit must each not exceed one half of the monthly Rent payable for the Residential Property;
 - (ii) to keep the Security Deposit and the Pet Damage Deposit during the tenancy and pay interest on it in accordance with the schedule;
 - (iii) to repay the Security Deposit and Pet Damage Deposit and interest to the Tenant within 15 days of the end of the Tenancy Agreement, unless:
 - (A) the Tenant agrees in writing to allow the Landlord to keep an amount as payment for unpaid Rent or damage, or
 - (B) the Landlord makes an application for dispute resolution under the Law within 15 days of the end of the Tenancy Agreement to claim some or all of the Security Deposit or Pet Damage Deposit.

- (b) The 15 day period starts on the later of
 - (i) the date the Tenancy Agreement ends, or
 - (ii) the date the Landlord receives the Tenant's forwarding address in writing.
- (c) If a Landlord does not comply with subsection (a), the Landlord may not make a claim against the Security Deposit or Pet Damage Deposit.
- (d) The Tenant may agree to use the Security Deposit and interest as Rent only if the Landlord gives written consent.

3. Pets

- 3.1 Any term of this Tenancy Agreement that prohibits, or restricts the size of, a pet or that governs the Tenant's obligations regarding the keeping of a pet on the Residential Property is subject to the rights and restrictions under applicable laws governing guide and service animals.

4. Landlord's Obligation to Give Tenancy Agreement to Tenant

- 4.1 The Landlord must give the Tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

5. Condition Inspections

- 5.1 In accordance with the Law and the schedule, the Landlord and Tenant must inspect the condition of the Rental Unit together
 - (a) when the Tenant is entitled to possession,
 - (b) when the Tenant starts keeping a pet during the tenancy, and
 - (c) at the end of the tenancy.
- 5.2 The Landlord and the Tenant may agree on a different day for the condition inspection.
- 5.3 The right of the Landlord to claim against a Security Deposit or a Pet Damage Deposit, or both, for damage to the Residential Property is extinguished if the Landlord does not perform the Landlord's obligations under sections 5.34 – 5.38, and sections 5.86 – 5.90 of the Law.
- 5.4 A right of the Tenant to the return of a Security Deposit or a Pet Damage Deposit, or both, is extinguished if the Tenant fails to perform the Tenant's obligations under sections 5.34 – 5.38, and sections 5.86 – 5.90 of the Law.

6. Payment of Rent

- 6.1 The Tenant must pay the Rent on time. If the Rent is late, the Landlord may issue a Notice to End a Residential Tenancy Agreement to the Tenant, which may take effect not earlier than 10 days after the date the Notice is given.
- 6.2 The Landlord must not take away or make the Tenant pay extra for a service or facility that is already included in the Rent, unless a reduction in rent is made in accordance with section 5.48(b) of the Law.
- 6.3 The Landlord must give the Tenant a receipt for rent paid in cash.
- 6.4 The Landlord must return to the Tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the Landlord. If the Landlord does not have a forwarding address for the Tenant and the Tenant has vacated the Residential Property without notice to the Landlord, the Landlord must forward any post-dated cheques for rent to the Tenant when the Tenant provides a forwarding address in writing.

7. Rent Increase

- 7.1 Once a year the Landlord may increase the rent for the existing Tenant. The Landlord may only increase the rent 12 months after the date that the existing rent was established with the Tenant or 12 months after the date of the last lawful rent increase for the Tenant, even if there is a new landlord or a new tenant by way of assignment.
- 7.2 The Landlord must use the prescribed Notice of Rental Increase form available from the Administrator at the SᑭÁUTW First Nation's offices.
- 7.3 The Landlord must give the Tenant 3 whole months notice, in writing, of a rent increase.
- [For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, even January 1st, there must be three 3 whole months before the rent increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]
- 7.4 The Landlord may increase the rent only in the amount set out by the Law and schedule. If the Tenant thinks the rent increase is more than is allowed by the Law and schedule, the Tenant may talk to the Landlord or contact the Administrator for assistance. If the issue is not resolved, the Tenant may apply for arbitration under the Law within 30 days from the date of receipt of the Notice of Rent Increase. See the Notice for further details.

8. Repairs

- 8.1 Landlord's Duties:
- (a) The Landlord must provide and maintain the Residential Property in a reasonable state of decoration and repair, suitable for occupation by a Tenant. The Landlord must comply with health, safety and housing standards required by law.

- (b) If the Landlord is required to make a repair to comply with the above duties, the Tenant may discuss it with the Landlord. If the Landlord refuses to make the repair, the Tenant may seek an Arbitrator's order under the Law for the completion and costs of the repair.

8.2 Tenant's Obligations:

- (a) The Tenant must maintain ordinary health, cleanliness and sanitary standards throughout the Residential Property.
- (b) The Tenant must take the necessary steps to repair damage to the Residential Property caused by a willful or negligent act or omission of the Tenant or invited guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Residential Property.
- (c) 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 make an application for dispute resolution under Part 8 of the Law seeking an order for the cost of the repairs, to serve a Notice to End a Residential Tenancy, or both.

8.3 Emergency Repairs:

- (a) 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.
- (b) If emergency repairs are required, the Tenant must make at least two attempts to contact the designated person, and then give the Landlord a reasonable time to complete the repairs.
- (c) If the emergency repairs are still required, the Tenant may undertake the repairs and claim reimbursement from the Landlord, provided a statement of account and receipts are given to the Landlord. If the Landlord does not reimburse the Tenant as required, the Tenant may deduct the cost from Rent.
- (d) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to:
 - (i) major leaks in the pipes or roof,
 - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iii) repairs to the primary heating system,
 - (iv) defective locks that give access to the Residential Property, or
 - (v) the electrical systems.
- (e) The Landlord may take over completion of the emergency repairs at any time.

9. Occupants and Invited Guests

- 9.1 The Landlord may not stop the Tenant from having guests in the Rental Unit under reasonable circumstances.
- 9.2 If the number of occupants in the Rental Unit is unreasonable or contravenes Canadian National Occupancy Standard requirements, or both, the Landlord may discuss the issue with the Tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under Part 8 of the Law.
- 9.3 Council may give notice to vacate a STÁUTW Housing Unit to any person residing in a STÁUTW Housing Unit who is not a Tenant or otherwise permitted to reside in a STÁUTW Housing Unit under a Tenancy Agreement where there are reasonable grounds to believe that the person:
- (i) is permanently residing in a STÁUTW Housing Unit without the permission of Council, or otherwise in contravention of the Tenancy Agreement,
 - (ii) is residing in a STÁUTW Housing Unit without the permission of the Tenant,
 - (iii) is using violence, threats or other coercion to obtain permission of a Tenant to reside in a STÁUTW Housing Unit;
 - (iv) is adversely affecting the security, safety, or physical well-being of a Tenant or any other person in or around a STÁUTW Housing Unit;
 - (v) has caused or is likely to cause damage to a STÁUTW Housing Unit,
 - (vi) is engaging in criminal activities in or around a STÁUTW Housing Unit, or
 - (vii) has otherwise contravened any provision of this Law or any other law of the First Nation.

10. Assign or Sublet

- 10.1 For all Rental Units except STÁUTW Housing Units, the Tenant may assign or sublet the Rental Unit to another person with the prior written consent of the Landlord, and the Landlord must not unreasonably withhold such consent. Under an assignment or sublet, a new Tenant must assume all of the rights and obligations under the existing Tenancy Agreement, at the same rent. The Landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 10.2 If a Landlord of a Rental Unit, except for a STÁUTW Housing Unit, unreasonably withholds consent to assign or sublet or charges a fee, the Tenant may make an application for dispute resolution under Part 8 of the Law.
- 10.3 A Tenant of a STÁUTW Housing Unit may not assign or sublet the STÁUTW Housing Unit except in accordance with any STÁUTW Housing Policies and with the prior written consent of the Landlord.

11. Locks

- 11.1 The Landlord must not change locks or other means of access to Residential Property unless the Landlord provides each Tenant with new keys or other means of access to the Residential Property.
- 11.2 The Landlord must not change locks or other means of access to a Rental Unit unless the Tenant agrees and is given new keys or other means of access, or the Administrator has so ordered.
- 11.3 The Tenant must not change locks or other means of access to
- (a) common areas of Residential Property, unless the Landlord consents to the change, or
 - (b) his or her Rental Unit, unless the Landlord agrees in writing to, or the Administrator has ordered, the change.
- 11.4 In an emergency, either the Landlord or the Tenant may, without the consent of the other party or an order of the Administrator, change a defective lock or other means of access to Residential Property, including to the Rental Unit, and promptly provide the other party with the new key or other means of access.

12. Entry of Residential Premises by Landlord

- 12.1 For the duration of this Tenancy Agreement, the Rental Unit is the Tenant's home and the Tenant is entitled to reasonable privacy, quiet enjoyment, freedom from unreasonable disturbance, and exclusive use of the Rental Unit.
- 12.2 The Landlord may enter the Rental Unit only if one of the following applies:
- (a) at least 24 hours and not more than 30 days before the entry, the Landlord gives the Tenant a written notice which states
 - (i) the purpose for entering, which must be reasonable, and
 - (ii) the date and time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise.
 - (b) there is an emergency and the entry is necessary to protect life or property;
 - (c) the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before the entry;
 - (d) the Tenant has abandoned the Rental Unit;
 - (e) the Landlord has an order of the Administrator, an arbitrator or court of competent jurisdiction saying the Landlord may enter the Rental Unit;

- (f) the entry is for the purpose of collecting rent or giving or serving a document that under the Law must be given or served.

12.3 The Landlord may inspect the Rental Unit monthly in accordance with subsection 12.2(a).

12.4 If a Landlord enters or is likely to enter the Rental Unit illegally, the Tenant may make an application for dispute resolution under Part 8 of the Law seeking an order to change the locks, keys or other means of access to the Rental Unit and prohibit the Landlord from obtaining entry into the Rental Unit. At the end of the tenancy, the Tenant must give the key to the Rental Unit to the Landlord.

13. Ending the Tenancy

13.1 The Tenant may end a monthly, weekly or other periodic tenancy by giving the Landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

[For example, if the Tenant wants to move at the end of May, the Tenant must make sure the Landlord receives written notice on or before April 30th.]

13.2 This notice must be in writing and must:

- (a) include the address of the Residential Property;
- (b) include the date the tenancy is to end;
- (c) be signed and dated by the Tenant, and
- (d) if the Tenant is ending a tenancy because the Landlord breached a material term of the Tenancy Agreement, include the specific terms for ending the tenancy.

13.3 If this is a fixed term tenancy, and the agreement does not require the Tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the Tenant gives notice to end a tenancy as required under the Law.

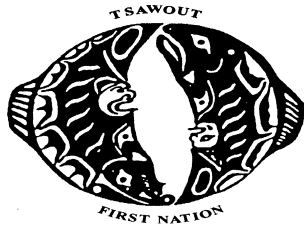
13.4 The Landlord may end the Tenancy only for the reasons and only in the manner set out in the Law. The Landlord must use the prescribed Notice to End a Residential Tenancy form available from the Administrator.

13.5 The Landlord and Tenant may mutually agree in writing to end this Tenancy Agreement at any time.

13.6 The Tenant must vacate the Residential Property by 1 p.m. on the day the tenancy ends, unless the Landlord and Tenant otherwise agree.

14. Dispute Resolution

14.1 Either the Tenant or the Landlord has the right to make an application for dispute resolution as provided under Part 8 of the Law.



STÁUTW (TSAWOUT) FIRST NATION

STÁUTW (TSAWOUT) First Nation Residential Tenancy Law No. _

SCHEDULE 2 - MANUFACTURED HOME TENANCY RULES

Table of Contents

PART 1 - GENERAL..... 3

 Interpretation..... 3

 Application 3

PART 2 - PRESCRIBED TERMS 3

 Prescribed Terms..... 3

PART 3 - LOCAL PARK COMMITTEES 3

 Interpretation..... 3

 Notice..... 3

 Establishment of a Local Park Committee..... 4

 Who Sits on a Local Park Committee 5

 Voting at Meetings of Tenants and Landlord 5

 Term of Local Park Committee Member 6

 Removing or Replacing a Local Park Committee Member 6

 Annual Meeting and Election..... 6

 Decisions of a Local Committee 7

 Local Park Committee May Put Rules to a Vote by Landlord and Tenants of Park..... 7

 Dispute Resolution..... 8

 Notice of Meeting of Local Park Committee 8

 Local Park Committee Quorum 8

 Rules and Minutes 8

 Tenants may attend meeting..... 9

PART 4 - ASSIGNMENT AND SUBLET..... 9

 Definitions: 9

 Providing Tenancy Agreement and Rules to Purchaser 9

 Rights and Obligations After Assignment 9

 Rights and Responsibilities During Sublet..... 10

 Terms of Subtenancy Agreement..... 10

 Written Request for Consent to Assign or Sublet 11

 Response Within 10 Days 12

 Consent Deemed if No Response in 10 Days 13

Request to Assign or Sublet that Does Not Comply	13
Grounds for Withholding Consent to a Request	14
PART 5 - ABANDONMENT OF PERSONAL PROPERTY	15
Abandonment of Personal Property	15
Application of Indian Act.....	16
Powers and Duties of the Landlord	16
Claim for Abandoned Property	16
Notice and Search for Encumbrances	17
Holder of a Security Interest.....	18
Disposal of Personal Property	18
Duty of Care – Abandoned Property	20
APPENDIX A.....	21
1. Application of the Law	21
2. Security Deposit	21
3. Pets.....	21
4. Landlord’s Obligation to Give Tenancy Agreement to Tenant	22
5. Payment of Rent.....	22
6. Rent Increase.....	22
7. Repairs.....	23
8. Emergency Repairs	23
9. Occupants and Invited Guests.....	24
10. Assignment or Sublet	24
11. Locks.....	24
12. Entry of Manufactured Home site by Landlord	25
13. Ending of Tenancy.....	25
14. Arbitration of Disputes	26

PART 1 - GENERAL

Interpretation

1.1 In this schedule:

“**Law**” means the STÁUTW (Tsawout) First Nation Residential Tenancy Law No. [insert number].

Application

1.2 This schedule applies to Tenancy Agreements involving Manufactured Home Sites and Manufactured Home Parks.

PART 2 - PRESCRIBED TERMS

Prescribed Terms

2.1 A Landlord must ensure that any Tenancy Agreement entered into on or after the Law comes into force complies with Part 5, Division 1 of the Law and this Part.

2.2 A Landlord must ensure that a Tenancy Agreement contains:

- (a) the standard terms; and
- (b) the boundaries of the Manufactured Home Site measured from a fixed point of reference.

2.3 The terms set out in Appendix A are prescribed as the standard terms.

2.4 Terms permitted under law may be added to a Tenancy Agreement to the degree that they are consistent with the standard terms.

PART 3 - LOCAL PARK COMMITTEES

Interpretation

3.1 In this Part:

“**Local Park Committee**” means a Local Park Committee established under section 9.1 of the Law,

Notice

3.2 A Tenant or member of a Local Park Committee may request in writing that a Landlord supply a list of the names and addresses of Tenants if the request is for the purpose of giving a notice under this Part:

- (a) The Landlord may charge a maximum of \$10.00 for the list of Tenants;
- (b) The Landlord must supply the list within two weeks of receiving the request;
- (c) A notice under this Part is deemed to be given to a Landlord or Tenant four days after it is mailed to:
 - (i) the address given by the Landlord or Tenant, or
 - (ii) the address of the Landlord or Tenant at the Manufactured Home Park if no address is given under paragraph (i).

Establishment of a Local Park Committee

- 3.3 To establish a Local Park Committee under section 9.1 of the Law, the Landlord or a Tenant of a Manufactured Home Park must call a meeting of the Tenants and the Landlord to:
- (a) vote on whether to establish a Local Park Committee; and
 - (b) if it is decided to establish a Local Park Committee, to vote for the elected members of the Local Park Committee.
- 3.4 The person who calls the meeting must give written notice of the meeting to each Tenant and to the Landlord at least two weeks before the meeting. The notice must:
- (a) contain a copy of Part 9 of the Law and this Part of this schedule;
 - (b) set out:
 - (i) the purpose of the meeting;
 - (ii) the time, date and place of the meeting; and
 - (iii) name the person who is giving the notice.
- 3.5 The meeting may not be held unless the Landlord and Tenants representing a majority of the Manufactured Homes in the Manufactured Home Park are present in person or by proxy.
- 3.6 At the meeting:
- (a) the person who called the meeting must hold a vote to determine who will chair the meeting and who will keep minutes of the meeting;
 - (b) the elected chair must hold a vote on whether to have a Local Park Committee, and an election for the members of that Local Park Committee; and

- (c) the person who keeps the minutes must turn them over at the end of the meeting to a member of the Local Park Committee, if one has been established.

3.7 If the meeting is not held because section 3.5 of this Part is not fulfilled or if the proposal for a Local Park Committee is defeated, 60 days must elapse before another meeting may be held to consider the establishment of a Local Park Committee.

Who Sits on a Local Park Committee

3.8 A Local Park Committee must consist of:

- (a) the Landlord of the Manufactured Home Park or an individual nominated by the Landlord; and
- (b) not fewer than two and not more than five Tenants who ordinarily reside in the Manufactured Home Park.

Voting at Meetings of Tenants and Landlord

3.9

- (a) This section applies to a vote at a meeting to establish a Local Park Committee under section 3.3 and to a vote at an annual meeting under section 3.12.
- (b) A person may vote in person or by proxy.
- (c) Only one Tenant of each Manufactured Home Site is eligible to vote and only one Landlord is eligible to vote.
- (d) A vote must be by secret ballot if a resolution in favor of a secret ballot is passed.
- (e) To decide to establish a Local Park Committee:
 - (i) a majority of Tenants who are present in person or by proxy must vote in favour of establishing the committee; and
 - (ii) the Landlord must vote in favour of establishing the committee.
- (f) To elect a member of a Local Park Committee a majority of Tenants who are present in person or by proxy must vote in favour of the election and the Landlord is not eligible to vote in the election.
- (g) An abstention is not counted in determining whether there is a majority.

Term of Local Park Committee Member

3.10

- (a) The term of office of an elected Local Park Committee member ends at the close of the annual meeting, required at section 3.12 of this Part, at which the new Local Park Committee is elected.
- (b) A person whose term as Local Park Committee member has ended is eligible for re-election.

Removing or Replacing a Local Park Committee Member

3.11

- (a) A member of a Local Park Committee other than the Landlord or the Landlord's nominated representative may be removed for cause by the unanimous agreement of all of the remaining members of the Local Park Committee before the expiry of his or her term of office.
- (b) If a member of a Local Park Committee other than the Landlord or the Landlord's nominated representative is removed or is unwilling or unable to act for an extended period, the remaining members of the Local Park Committee must call a meeting of Tenants to elect a replacement for the remainder of the term according to the procedure set out in this Part.

Annual Meeting and Election

3.12

- (a) The Local Park Committee must hold an annual meeting to discuss Manufactured Home Park issues and to elect the elected members of the committee.
- (b) The annual meeting should be held on a day more or less one year from the date of the meeting in section 3.3 at which the Local Park Committee was first established.
- (c) The Local Park Committee must give at least 2 weeks notice of the meeting by sending a written notice to the Landlord and to each Tenant.
- (d) The notice must set out the purpose of the meeting, and the time, date and place of the meeting.
- (e) A member of the Local Park Committee must record the minutes of the annual meeting.
- (f) The meeting may not be held unless:

- (i) the Landlord is present in person or by proxy, and
- (ii) Tenants of at least one third of the Manufactured Home Sites in the Manufactured Home Park are present in person or by proxy.

Decisions of a Local Committee

3.13 A Local Park Committee must make its decision by unanimous agreement of all members of the committee except that resolutions regarding secret ballots under section 3.14(h) of this Part must be decided by a majority vote.

Local Park Committee May Put Rules to a Vote by Landlord and Tenants of Park

3.14

- (a) If members of the Local Park Committee do not agree on a proposal to establish, change or repeal a rule they may, by unanimous agreement, refer the proposal to a vote of the Landlord and the Tenants of the Manufactured Home Park.
- (b) To refer the proposal to a vote of the Landlord and the Tenants of the Manufactured Home Park, the Local Park Committee must give a written notice of the proposal to the Landlord and each Tenant.
- (c) The notice of the proposal must:
 - (i) advise that only one Landlord may vote and only one Tenant from each Manufactured Home Site may vote;
 - (ii) set out the proposal;
 - (iii) include a ballot;
 - (iv) advise that the Landlord or Tenant may vote by returning the enclosed ballot to the Local Park Committee indicating whether he or she is in favour of or against the proposal;
 - (v) advise that a failure to vote will count as a vote in favour of the proposal;
 - (vi) set out the address where the Landlord or Tenant should deliver the vote; and
 - (vii) set out the date by which the vote must be received, which must be a date at least 2 weeks after the notice is delivered to the Landlord and each Tenant.
- (d) The proposal passes by majority vote.
- (e) An eligible voter who does not vote must be counted as voting in favour of the proposal.

- (f) Only one Landlord is eligible to vote and only one Tenant for each Manufactured Home Site is eligible to vote.
- (g) A person may vote in person or by proxy.
- (h) A vote under this section must be by secret ballot if a resolution in favour of a secret ballot is passed at a meeting of the Local Park Committee by a majority vote of the members of the Local Park Committee.
- (i) The Local Park Committee must establish, change or repeal a rule in accordance with a proposal that receives a majority vote under this section.

Dispute Resolution

- 3.15 To assist in the voluntary resolution of disputes under section 9.3 of the Law, the Local Park Committee may canvass Tenants for their opinions.
- 3.16 In canvassing for opinions under section 3.15, the Local Park Committee may not release any information concerning a particular dispute unless all the parties to the dispute agree to the release of such information.
- 3.17 If a Local Park Committee is assisting in the resolution of a dispute under the Law and the dispute remains unresolved after being discussed at one meeting of the Local Park Committee, the Local Park Committee must advise the parties in dispute of the availability of mediation and arbitration services provided through the Administrator.

Notice of Meeting of Local Park Committee

- 3.18
 - (a) Any members of the Local Park Committee may call a meeting by giving the other members at least one week notice of the meeting.
 - (b) The notice must be in writing.
 - (c) The meeting may be held on less than one week notice if all members consent.

Local Park Committee Quorum

- 3.19 No business may be conducted at a meeting of a Local Park Committee unless the following members are present:
 - (a) the Landlord or the individual nominated by the Landlord; and
 - (b) at least two elected members who are Tenants.

Rules and Minutes

- 3.20 The Local Park Committee must:

- (a) keep minutes of Local Park Committee meetings and of annual meetings; and
- (b) make a copy of a rule established, changed or repealed by the Local Park Committee and the minutes of any meeting, including the meeting establishing the Local Park Committee, available to a Landlord or Tenant on request.

3.21 The Local Park Committee may charge 25 cents per page for a copy of the minutes.

Tenants may attend meeting

3.22 A Tenant may attend a meeting of the Local Park Committee as an observer.

3.23 Despite section 3.22 of this Part, no observer may attend a portion of a Local Park Committee meeting if, in the committee's opinion, the presence of the observer would unreasonably interfere with a Manufactured Home Park resident's privacy.

PART 4 - ASSIGNMENT AND SUBLET

Definitions:

4.1 In this Part:

"Assign" means to assign a Home Owner's interest in a Manufactured Home Site Tenancy Agreement to a Purchaser under section 5.82 of the Law;

"Home Owner" means an owner of a Manufactured Home who rents a Manufactured Home Site from a Park Owner;

"Park Owner" means the Landlord of a Manufactured Home Park;

"Park Rules" means any rules established or recognized under section 9.3 of the Law

"Purchaser" means a person who has purchased or has made an offer to purchase a Home Owner's Manufactured Home;

"Sublet" means to Sublet the Manufactured Home Site on which the Home Owner's Manufactured Home is situated to a sub-tenant under section 5.85 of the Law.

Providing Tenancy Agreement and Rules to Purchaser

4.2 A Home Owner must provide a Purchaser with a copy of:

- (a) any part of the Tenancy Agreement that is in written form; and
- (b) any Park Rules that are in written form and apply to the tenancy of the Home Owner before requesting the Park Owner's consent to Assign.

Rights and Obligations After Assignment

4.3 When a Home Owner Assigns:

- (a) the Purchaser becomes the Tenant and assumes the rights and obligations arising under the Law and the Tenancy Agreement on or after the date the Assignment takes effect; and
- (b) the Tenancy Agreement continues on the same terms.

4.4 A former Home Owner, after an Assignment takes effect:

- (a) is not liable for any breach or obligation under the Law or the Tenancy Agreement relating to the period after the Assignment;
- (b) continues to be liable for any breach or obligation under the Law or the Tenancy Agreement relating to the period before the Assignment; and
- (c) may enforce against the Park Owner any of the Park Owner's obligations under the Law or the Tenancy Agreement relating to the period before the Assignment.

Rights and Responsibilities During Sublet

4.5

- (a) A Home Owner who Sublets:
 - (i) is the Landlord of the sub-tenant under the sub-Tenancy Agreement;
 - (ii) continues to be the Tenant of the Park Owner under the Tenancy Agreement; and
 - (iii) is liable to the Park Owner for any breach of, or obligation under, the Law or the Tenancy Agreement during the sub-tenancy.
- (b) A Home Owner must:
 - (i) include in the sub-Tenancy Agreement the Park Rules and the terms of his or her Tenancy Agreement that are relevant to the sub-tenancy; and
 - (ii) ensure the terms of the sub-Tenancy Agreement do not conflict with the Tenancy Agreement.

Terms of Subtenancy Agreement

- 4.6 A sub-Tenancy Agreement for a Manufactured Home Site, including a Manufactured Home Site rented under a month to month Tenancy Agreement, may be for a fixed term or on a month to month basis.
- 4.7 Despite section 4.6, a sub-Tenancy Agreement is subject to the continuation of the Home Owner's Tenancy Agreement.

Written Request for Consent to Assign or Sublet

4.8

- (a) Sections 4.9 and 4.10 apply to a Home Owner's request for consent to Assign or Sublet only if the Home Owner requests the Park Owner's consent to Assign or Sublet in writing.
- (b) The Home Owner must serve the request on the Park Owner
- (i) in accordance with section 10.14 *[service of documents]* of the Law, and
- (ii) within sufficient time prior to the effective date of the proposed Assignment or Sublease to allow the Park Owner to respond under section 4.9 *[response within 10 days]*.
- (c) The written request under subsection 4.8(a) must be signed by the Home Owner and include the following information:
- (i) the name and address of the Home Owner making the request;
- (ii) the name and address of the Park Owner or Park Owner's agent;
- (iii) the proposed effective date for the Assignment or sub-Tenancy Agreement;
- (iv) the name of the Purchaser or the proposed sub-tenant;
- (v) the current address of the purchaser or proposed sub-tenant, the length of time at the address and the name and telephone number of the Landlord, if any, for the address;
- (vi) if the length of time at the address provided under paragraph (v) is less than 2 years, the previous address of the Purchaser or proposed sub-tenant, the length of time at the address and the name and telephone of the Landlord, if any for that address;
- (vii) the names and telephone numbers of two personal references for the Purchaser or proposed sub-tenant;
- (viii) the signed consent of the Purchaser or proposed sub-tenant authorizing the Park Owner to contact the Landlord(s), if any, provided under

paragraphs (v) and (vi) and the personal references provided under paragraph (vii) for the purpose of verifying or obtaining information relevant to the written request;

- (ix) if the Manufactured Home Site is in a Manufactured Home Park in which every Manufactured Home Site is reserved for rental to a tenant who has reached 55 years of age or to two or more tenants, at least one of whom has reached 55 years of age, the date of birth of the Purchaser or proposed sub-tenant who meets the age requirement and proof of that person's age;
- (x) if the request is for consent to Sublet, a statement that the Home Owner has complied with subsection 4.5(b);
- (xi) if the request is for consent to Assign:
 - (A) the current monthly Rent for the Manufactured Home Pad;
 - (B) the effective date of the most recent lawful Rent increase;
 - (C) the Purchaser's signed consent authorizing the Park Owner to obtain a credit report on the Purchaser;
 - (D) the Purchaser's signed statement that he or she has been informed of and agrees to comply with:
 - (1) the Tenancy Agreement; and
 - (2) the applicable rules,
 - (E) a copy of
 - (1) any part of the Tenancy Agreement that is in writing; and
 - (2) any of the Park Rules that are in written form and that apply to the Tenancy of the Home Owner, and
 - (F) a copy of any outstanding orders or notices given under the Law respecting the Manufactured Home Site;
- (xii) any additional information required by the form approved under the Law.

Response Within 10 Days

4.9

- (a) A Park Owner must provide the Home Owner with written response to a request under section 4.8:
 - (i) in the form approved under the Law,
 - (ii) in accordance with section 10.14 of the Law [*service of documents*], and

- (iii) promptly, and in any case so that the Home Owner within 10 days after the date the Park Owner received the request.
- (b) If a Park Owner withholds his or her consent for the Home Owner to Assign or Sublet, the Park Owner's response must indicate:
 - (i) the grounds under section 4.12 on which he or she is withholding consent; and
 - (ii) the source and nature of the information that supports those grounds.
- (c) The Park Owner and Home Owner may agree in writing to extend the time for response under paragraph (a)(iii) to a specific date.

Consent Deemed if No Response in 10 Days

- 4.10 The Park Owner's consent to a request under section 4.8 is conclusively deemed to have been given and the Home Owner may Assign or Sublet to the Purchaser or sub-tenant identified in the written request:
- (a) if the Home Owner has not received the Park Owner's response:
 - (i) by the end of the 10th Day after the Park Owner received the Home Owner's request; or
 - (ii) if the time for response has been extended under subsection 4.9(c) to a specific date, by that date, and
 - (b) the Home Owner is entitled to consider that consent is deemed to have been given under subsection (a) if he or she can demonstrate that he or she served the request on the Park Owner in accordance with section 10.14 the Law *[service of documents]*.

Request to Assign or Sublet that Does Not Comply

4.11

- (a) If a Home Owner's request for consent to Assign or Sublet does not comply with section 4.8, the Park Owner must do one of the following:
 - (i) consent to the request;
 - (ii) notify the Home Owner in writing that he or she is withholding consent to the request on one or more of the grounds under section 4.12;
 - (iii) advise the Home Owner promptly that he or she will only consider a request to Assign or Sublet that complies with section 4.8.

- (b) If the Park Owner withholds consent under paragraph (a)(ii), the Park Owner must indicate:
 - (i) the grounds under section 4.12 on which he or she is withholding consent; and
 - (ii) the source and nature of the information that supports those grounds.

Grounds for Withholding Consent to a Request

4.12 For the purposes of subsection 5.81 of the Law, a Park Owner may withhold consent to Assign to a Purchaser or Sublet to a proposed sub-tenant only for one or more of the following reasons:

- (a) the request is for consent to Assign; and
 - (i) the Park Owner, on the basis of relevant information, has reasonable grounds to conclude that the purchaser is unlikely to comply with the Tenancy Agreement or applicable Park Rules;
 - (ii) the Park Owner, on the basis of credit information, has reasonable grounds to conclude that the Purchaser is unable or unlikely to pay the Rent.
- (b) the request is for consent to Sublet and the Park Owner, on the basis of relevant information, has reasonable grounds to conclude that the proposed sub-tenancy is likely to result in a breach of the Home Owner's obligations under the Tenancy Agreement and Park Rules;
- (c) the request is for consent to Sublet and the Home Owner has agreed in the Tenancy Agreement not to Sublet;
- (d) there is not at least one Purchaser in a proposed Assignment, or one sub-tenant in a proposed Sublet, who meets the age requirement in a park where every Manufactured Home Pad is reserved for Rental to a tenant who has reached 55 years of age or to 2 or more tenants, at least one of whom has reached 55 years of age, as set out in section 10(2)(b)(i) of the *British Columbia Human Rights Code*;
- (e) The Purchaser or proposed sub-tenant does not intend to reside in the Manufactured Home, and:
 - (i) intends to use the Manufactured Home for business purposes; or
 - (ii) has purchased more than one Manufactured Home in the Park Owner's Manufactured Home Park.

- (f) the Tenancy Agreement is a month to month agreement and the Manufactured Home has been removed from the Manufactured Home Site or destroyed;
- (g) the Park Owner, as a result of being unable to contact one or more references provided under section 4.8(c)(v), 4.8(c)(vi), or 4.8(c)(vii) has insufficient information to make a decision about the request, if the Park Owner:
 - (i) promptly advised the Home Owner of his or her inability to contact one or more of those references; and
 - (ii) made every reasonable effort to contact those references and any references provided by the Home Owner in place of those references.
- (h) The Home Owner owes the Park Owner arrears of Rent or an amount due under an order made under Part 8 of the Law;
- (i) The Manufactured Home does not comply with housing, health and safety standards required by law.

PART 5 - ABANDONMENT OF PERSONAL PROPERTY

Abandonment of Personal Property

5.1

- (a) A Landlord may consider that a Tenant has abandoned personal property where:
 - (i) the Tenant leaves the personal property on Residential Property that the Tenant has vacated after the Tenancy Agreement has ended, or
 - (ii) subject to subsection (b), the Tenant leaves the personal property on Residential Property:
 - (A) that, for a continuous period of one month, the Tenant has not ordinarily occupied and for which he or she has not paid Rent, or
 - (B) from which the Tenant has removed substantially all of his or her personal property.
- (b) The Landlord is entitled to consider the circumstances described in paragraph (a)(ii) as abandonment only if
 - (i) The Landlord received an express oral or written notice of the Tenant's intention not to return to the Residential Property, or
 - (ii) the circumstances surrounding the giving up of the Rental Unit are such that the Tenant could not reasonably be expected to return to the Residential Property.

- (c) If personal property is abandoned as described in subsections (a) and (b), the Landlord may remove the personal property from the Residential Property, and on removal shall deal with it in accordance with this Part.
- (d) Subsection (c) does not apply if a Landlord and Tenant have made an express agreement to the contrary respecting the storage of personal property.

Application of Indian Act

5.2 This Part is subject to section 89 of the Indian Act.

Powers and Duties of the Landlord

5.3 Where the Landlord chooses to deal with the Tenant's personal property in accordance with this Part, the Landlord shall:

- (a) store it in a safe place and manner for a period of not less than 3 months following the date of removal,
- (b) keep a written inventory of the property,
- (c) keep particulars of the disposition of the property for 2 years following the date of disposition, and
- (d) advise a Tenant or a Tenant's representative who requests the information either that the property is stored or that it has been disposed of.

5.4

- (a) Despite paragraph 5.3(a), the Landlord may dispose of the property in a commercially reasonable manner if the Landlord reasonably believes that:
 - (i) the property has a total market value of less than \$500,
 - (ii) the cost of removing, storing and selling the property would be more than the proceeds of its sale, or
 - (iii) the storage of the property would be unsanitary or unsafe.
- (b) An Arbitrator may, on application, determine the value of the property for the purposes of subsection (a).

Claim for Abandoned Property

5.5

- (a) Where a Tenant claims his or her personal property at any time before it is disposed of under this Part, the Landlord may, before returning the property, require the Tenant to:
 - (i) reimburse the Landlord for the reasonable costs of:
 - (A) removing and storing the property, and
 - (B) making an application permitted and search required to be made under section 5.6, and
 - (ii) satisfy any amounts payable to the Landlord by the Tenant under the Law or the Tenancy Agreement.
- (b) If a Tenant makes a claim under subsection (a), but does not pay the Landlord the amount owed, the Landlord may dispose of the property as provided by this Part.

Notice and Search for Encumbrances

5.6

- (a) For the purposes of this section,

“Financing Statement” has the same meaning as in the British Columbia *Personal Property Security Act*,

“Security Interest” has the same meaning as in the British Columbia *Personal Property Security Act*,

“Serial Number” has the same meaning as in section 10 of the British Columbia *Personal Property Security Regulation* [collateral described by serial number] made under the British Columbia *Personal Property Security Act*.

- (b) Not less than 30 days before disposing of an item of personal property referred to in section 5.1, the Landlord shall:
 - (i) give notice of disposition to any person who:
 - (A) has registered a financing statement in the Personal Property Registry using the name of the Tenant or the serial number of the property,
 - (B) is registered as an owner of a Manufactured Home in the Manufactured Home Registry, and
 - (C) to the knowledge of the Landlord, claims an interest in the property, and

- (ii) publish the notice in a newspaper published in the area in which the Residential Property is situated.
- (c) The notice referred to in subsection (b) must contain:
 - (i) the name of the Tenant,
 - (ii) a description of the property to be sold,
 - (iii) the address of the Residential Property,
 - (iv) the name and address of the Landlord, and
 - (v) a statement that the Landlord will dispose of the property unless the person being notified takes possession of the property, establishes a right to possession of it or makes an application to the court to establish such a right within 30 days from the date the notice is served to that person.
- (d) The notice referred to in subsection (b) must be given in accordance with whichever of section 10.14 of the Law or section 72 of the *Personal Property Security Act*, or, where it is given to a person who is a registered owner of a Manufactured Home, in accordance with the records of the Manufactured Home Registry, as the case may be.

5.7 A Landlord is not required to comply with section 5.6(b) where the apparent value of the property is less than \$200.

Holder of a Security Interest

5.8 When a notice referred to in section 5.6(b) has been served on a person who holds a security interest, the Tenant or other person owing payment or performance of the obligation is deemed to be in default of the obligation secured.

5.9 Before taking possession of the property, the person who holds a security interest must pay to the Landlord moving and storage charges incurred by the Landlord under this Part.

Disposal of Personal Property

5.10

- (a) If a Landlord has complied with sections 5.3 and 5.4, the Landlord may dispose of the property in a commercially reasonable manner unless, during the 3 months referred to in that section,
 - (i) a person referred to in section 5.6(b) who has been given a notice as provided in that section has taken or demanded possession of the property,

- (ii) a person who has an interest in the property has taken or demanded possession of the property, or
 - (iii) a person claiming an interest in the property has made an application under subsection (g) or has brought an action to establish his/her interest in or right to possession of the goods and the Landlord has been notified of the application or action.
- (b) If a Landlord disposes of personal property under subsection (a), the Landlord may retain proceeds of the sale sufficient to:
 - (i) reimburse the Landlord for his or her reasonable costs of:
 - (A) removing, storing, advertising and disposing of the property, and
 - (B) a search required to comply with section 5.6.
 - (ii) satisfy any amounts payable to the Landlord by the tenant under this Law or a Tenancy Agreement,
- (c) If any amount remains after payments are made under subsection (b), the Landlord must pay the balance to the Administrator, who must hold it for 2 years in trust for any person with an interest in the property.
- (d) Where a Landlord pays money to the Administrator under subsection (c) the Landlord shall give the Administrator a copy of the inventory of the personal property disposed of and written particulars of the disposition.
- (e) The Administrator may charge the following fees for management of money described in subsection (c):
 - (i) \$100 for the cost of setting up a trust account; and
 - (ii) \$5 for each transaction in the trust account.
- (f) The purchaser of personal property disposed of in accordance with this section acquires a marketable title free of all encumbrances on payment of the taxes owing in relation to the personal property or the sale.
- (g) On the application of an interested person, a court may make an order:
 - (i) prohibiting or postponing disposition of the property under this section upon any conditions the court considers appropriate,
 - (ii) determining the right of a person claiming an interest in or right to possession of the property or the right of the Landlord to dispose of it, or
 - (iii) that an action be brought or an issue be tried.

- (h) If a Tenant or other person with an interest in the property disposed of under this section does not claim an interest in money paid to the Administrator under subsection (c) within 2 years after the payment, the money is forfeited to STÁUTW.

Duty of Care – Abandoned Property

- 5.11 When dealing with a Tenant's personal property under this Part, a Landlord shall exercise reasonable care and caution required by the nature of the property and the circumstances to ensure that the property does not deteriorate and is not damaged, lost or stolen as a result of an inappropriate method of removal or an unsuitable place of storage.

APPENDIX A

1. Application of the Law
 - 1.1 The terms of this Tenancy Agreement and any changes or additions to the terms may not contradict or change any right or duty under the STÁUTW (Tsawout) First Nation Residential Tenancy Law (the “Law”) and to the extent that a term of this Tenancy Agreement does contradict or change a right or duty under the Law the term of this Tenancy Agreement is void.
 - 1.2 Any change or addition to this Tenancy Agreement must be agreed to in writing and initiated by both the Landlord and Tenant. If a change is not agreed to in writing, is not initiated by the Landlord and Tenant or is unconscionable, it is not enforceable.
 - 1.3 The requirement for agreement under subsection 1.2 does not apply to the following:
 - (a) a rent increase given in accordance with the Law;
 - (b) a withdrawal of, or a restriction on, a service or facility in accordance with the Law;
 - (c) Park Rules established in accordance with the Law and the Manufactured Home Tenancy Rules;
 - (d) a term in respect of which a Landlord or Tenant has obtained an order of the Administrator or an Arbitrator that the agreement of the other is not required.
2. Security Deposit
 - 2.1 A Landlord must not require or accept a Security Deposit or Pet Damage Deposit in respect of a Manufactured Home Site Tenancy.
 - 2.2 The Landlord may require security, in the form of proof of third party insurance, against damage to the Park caused by moving the Manufactured Home on or off the Manufactured Home Site.
3. Pets
 - 3.1 Any term of this Tenancy Agreement that prohibits, or restricts the size of, a pet or that governs the Tenant’s obligations regarding the keeping of a pet on the Manufactured Home Site is subject to the rights and restrictions under applicable laws governing guide and service animals.

4. Landlord's Obligation to Give Tenancy Agreement to Tenant

4.1 The Landlord must give the Tenant a copy of this agreement promptly, and in any event within 21 days of entering into the agreement.

5. Payment of Rent

5.1 The Tenant must pay the rent on time. If the rent is late, the Landlord may issue a Notice to End a Residential Tenancy Agreement to the Tenant, which may take effect not earlier than 10 days after the date the Notice is given.

5.2 The Landlord must not terminate or restrict a service or facility that is essential to the Tenant's use of the Manufactured Home Site as a site for a Manufactured Home, or that is a material term of the Tenancy Agreement.

5.3 The Landlord must give the Tenant a receipt for rent paid in cash.

5.4 The Landlord must return to the Tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the Landlord. If the Landlord does not have a forwarding address for the Tenant and the Tenant has vacated the Manufactured Home Park without notice to the Landlord, the Landlord must forward any post-dated cheques for rent to the Tenant when the Tenant provides a forwarding address in writing.

6. Rent Increases

6.1 Once a year the Landlord may increase the rent for the existing Tenant. The Landlord may only increase the rent 12 months after the date that the existing rent was established with the Tenant or 12 months after the date of the last lawful rent increase for the Tenant, even if there is a new landlord or a new tenant by way of assignment.

6.2 The Landlord must use the prescribed Notice of Rental Increase form available from the Administrator at the STÁUTW First Nation's offices.

6.3 The Landlord must give the Tenant 3 whole months notice, in writing, of a rent increase.

[For example, if the rent is due on the 1st of the month and the tenant is given notice any time in January, even January 1st, there must be three 3 whole months before the rent increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.]

6.4 The Landlord may increase the rent only in the amount set out by the Law and schedule. If the Tenant thinks the rent increase is unjustified, the Tenant may talk to the Landlord or contact the Administrator for assistance. If the issue is not resolved, the Tenant may apply for arbitration under the Law within 30 days from the date of receipt of the Notice of Rent Increase. See the Notice for further details.

7. Repairs

7.1 Landlord's Obligations:

- (a) The Landlord must provide and maintain the Residential Property in a reasonable state of decoration and repair, suitable for occupation by a Tenant. The Landlord must comply with health, safety and housing standards required by law.
- (b) 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 of the Administrator under the Law for the completion and costs of the repair.
- (c) The Landlord is not required to maintain or repair improvements made to the Manufactured Home Site by a Tenant occupying the site, or the assign of the Tenant, unless the obligation to do so is a term of this Tenancy Agreement.

7.2 Tenant's Obligations:

- (a) The Tenant must maintain ordinary health, cleanliness and sanitary standards throughout the Residential Property.
- (b) The Tenant must take the necessary steps to repair damage to the Residential Property caused by a willful or negligent act or omission of the Tenant or invited guests of the Tenant. The Tenant is not responsible for reasonable wear and tear to the Residential Property.
- (c) 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 make an application for dispute resolution under Part 8 of the Law seeking an order for the cost of the repairs, serve a Notice to End a Residential Tenancy, or both.

8. Emergency Repairs:

- 8.1 The Landlord must post and maintain in a conspicuous place in the Manufactured Home Park, or give to the Tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
- 8.2 If emergency repairs are required, the Tenant must make at least two attempts to contact the designated contact person, and then give the Landlord a reasonable time to complete the repairs.
- 8.3 If the emergency repairs are still required, the Tenant may undertake the repairs, and claim reimbursement from the Landlord, provided a statement of account and receipts are given to the Landlord. If the Landlord does not reimburse the Tenant as required, the Tenant may deduct the cost from rent. The Landlord may take over completion of the emergency repairs at any time.

- 8.4 Emergency repairs must be urgent and necessary for the health and safety of persons or preservation of property and are limited to repairing:
- (a) major leaks in the pipes or roof,
 - (b) damaged or blocked water or sewer pipes or plumbing fixtures, and
 - (c) the electrical systems.
- 9. Occupants and Invited Guests**
- 9.1 The Landlord must not stop the Tenant from having guests in the Manufactured Home Site under reasonable circumstances.
- 9.2 If the number of occupants on the Manufactured Home Site is unreasonable, the Landlord may discuss the issue with the Tenant and may serve a Notice to End a Residential Tenancy. Disputes regarding the notice may be resolved by applying for dispute resolution under Part 8 of the Law.
- 10. Assignment or Sublet**
- 10.1 The Tenant may assign the Tenancy Agreement or sublet the Manufactured Home Site to another person only:
- (a) with the prior written consent of the Landlord, or if the Landlord's consent has been deemed to have been obtained, in accordance with the schedules, or
 - (b) the Tenant has obtained an order under Part 8 of the Law authorizing the assignment or sublease.
- 10.2 If this Tenancy Agreement is for a fixed length of 6 months or more, or is solely for the rental of the of a Manufactured Home Site, the Landlord must not arbitrarily or unreasonably withhold consent to assign or sublet. Under an assignment a new tenant must assume all rights and duties under the existing Tenancy Agreement, at the same rent. The Landlord must not charge a fee or receive a benefit, directly or indirectly, for giving this consent.
- 10.3 If the Landlord unreasonably withholds consent to assign or sublet or charges a fee, the Tenant may apply for dispute resolution under the Law.
- 11. Locks**
- 11.1 The Landlord must not change locks or other means of access to the Manufactured Home Park unless the Landlord provides each Tenant with new keys or other means of access to the Manufactured Home Park.
- 11.2 The Tenant must not change locks or other means of access to common areas of the Manufactured Home Park unless the Landlord agrees in writing to the change.

12. Entry of Manufactured Home Site by Landlord

12.1 For the duration of this Tenancy Agreement, the Manufactured Home Site is the Tenant's home and the Tenant is entitled to reasonable privacy, quiet enjoyment, freedom from unreasonable disturbance and exclusive use of the Manufactured Home Site.

12.2 The Landlord may enter the Manufactured Home Site only if one of the following applies:

- (a) at least 24 hours and not more than 72 hours before the entry, the Landlord gives the Tenant a written notice which states
 - (i) the purpose for entering, which must be reasonable, and
 - (ii) the date and time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise.
- (b) there is an emergency and the entry is necessary to protect life or property;
- (c) the Tenant gives the Landlord permission to enter at the time of entry or not more than 30 days before the entry;
- (d) the Tenant has abandoned the Manufactured Home Site;
- (e) the Landlord has an order of the Administrator, an arbitrator or court of competent jurisdiction saying the Landlord may enter the Manufactured Home Site;
- (f) the entry is for the purpose of collecting rent or giving or serving a document that under the Law must be given or served.

13. Ending the Tenancy

13.1 The Tenant may end a monthly, weekly or other periodic tenancy by giving the Landlord at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month.

13.2 This notice must be in writing and must:

- (a) include the address of the Manufactured Home Site;
- (b) include the date the tenancy is to end;
- (c) be signed and dated by the Tenant; and
- (d) if the Tenant is ending a tenancy because the Landlord breached a material term of the tenancy, include the specific grounds for ending the tenancy.

13.3 If this is a fixed term tenancy, and the agreement does not require the Tenant to vacate at the end of the tenancy, the agreement is renewed as a monthly tenancy on the same terms until the Tenant gives notice to end a tenancy as required under the Law.

- 13.4 The Landlord may end the Tenancy only for the reasons and only in the manner set out in the Law. The Landlord must use the prescribed Notice to End a Residential Tenancy form available from the Administrator.
- 13.5 The Landlord and Tenant may mutually agree in writing to end this Tenancy Agreement at any time.
- 14.** Arbitration of Disputes
- 14.1 Despite any other provision of this Tenancy Agreement, either the Tenant or the Landlord has the right to make an application for dispute resolution as provided under the Law.