

SKOWKALE FIRST NATION
RESIDENTIAL TENANCY LAW

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PREAMBLE

WHEREAS:

Skowkale has traditional laws and teachings including:

Éy kws hákw'elestset te s'í:wes te siyólexwálh,
Xaxastexw te mekw'stam,
Éwe chexw qelqelit te mekw'stam lóy kw'es li hokwex yexw lamexw kwú:t,
S'ólh téméxw te íkw'élò xólhmet te mekw' stám ít kwelát

These cannot be exactly translated into English but they include the following concepts:

It is good to remember the teachings of our ancestors;

Respect all things;

Don't waste, ruin, destroy everything, only take what you need;

This is our land we have to take care of everything that belongs to us;

- A. Skowkale First Nation has an inherent right to self-government which emanates from our people, culture and land and which is recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- B. Skowkale has taken over control and management of Skowkale Reserve lands and resources pursuant to the *Framework Agreement on First Nation Land Management* and has enacted the *Skowkale Land Code* effective May 1, 2014;
- C. Under section 3.3 of the *Skowkale Land Code*, Skowkale Council is authorized to pass various laws including laws relating to
 - (a) the regulation, control, authorization and prohibition of access and occupation of Skowkale Reserve Lands, and
 - (b) the removal and punishment of persons trespassing upon Skowkale Reserve Lands or frequenting Skowkale Reserve Lands for prohibited purposes,
- D. Council deems it advisable, necessary and in the best interests of Skowkale and all residents and occupiers of Skowkale Reserve Lands to enact a Law to regulate residential tenancy; and
- E. Council intends that this Law apply retroactively;

NOW THEREFORE this Skowkale Residential Tenancy Law is hereby enacted at a duly convened meeting as a Law of the Skowkale First Nation.

Part 1- INTERPRETATION

Title

- 1.1 This law may be cited as the *Skowkale Residential Tenancy Law*.

Supremacy of Law

- 1.2 (1) The *Residential Tenancy Act* (British Columbia) has no application or validity in relation to First Nation Lands but, in the event a court ever rules it has any limited applicability, this Law prevails over the *Residential Tenancy Act* (British Columbia).

Definitions

- 1.3 (1) For the purposes of this Law, and unless they are otherwise defined in this Law, terms have the same definition as in the *Skowkale Land Code*.
- (2) For the purposes of this Law, the following definitions apply:

“Additional Rent” means any of the Landlord’s expenses, damages or losses, together with an administration fee of 10% of the expenses, damages or losses, referred to as Additional Rent under this Agreement or incurred by the Landlord as a result of a breach of any of the Tenant’s covenants in this Lease;

“Administrator” means a person or persons appointed by Council pursuant to section 3.1 of this Law;

“Committee” means the committee appointed by the Council under subsection 3.2;

“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” and **“Fixed Term Tenancy Agreement”** means a Tenancy or related Agreement that specifies the date on which the Tenancy ends;

“Landlord” in relation to a Rental Unit, 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 under a Tenancy Agreement, or
 - (ii) exercises powers and performs duties under this Law or a Tenancy Agreement,
- (b) a Tenant, permittor, lessor or sublessor whose lease or rental or tenancy agreement explicitly allows them to be a Landlord;
- (c) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a),
- (d) a person, other than a Tenant occupying the Rental Unit, who:
 - (i) is entitled to possession of the Rental Unit, and
 - (ii) exercises any of the rights of a Landlord under a Tenancy Agreement or this Law in relation to the Rental Unit,
- (e) a former Landlord, when the context requires this,
- (f) in the case of Premises with a mortgage guaranteed by Skowkale, the mortgagee, except if there is a default, and
- (g) in the case of premises owned by Skowkale, means the Council or their delegate;

“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 at the end of the fixed term, a Tenancy that arises under 7.2(2) [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;

“Premises” means homes, dwelling units and other structures or outbuildings and the parcel of land they are located on;

“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, 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;

“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,
- (c) the Rental Unit and Common Areas, and
- (d) any other structure located on the parcel or parcels,

“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:

- (a) appliances and furnishings,
- (b) parking spaces and related facilities,
- (c) telecommunications services,
- (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;

“Subsidized Rental Unit” means a Skowkale 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;

“Skowkale Housing Unit” means a Rental Unit owned and operated by the Skowkale;

“Tenancy” means a Tenant’s right to possession of a Rental Unit 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 a Residential Unit in exchange for Rent, and includes

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

Severability

1.4 The provisions of this Law are severable, and where any provision of this Law is for any reason held to be invalid by a decision of a court of competent jurisdiction, the invalid portion must be severed from the remainder of this Law and the decision that it is invalid must not affect the validity of the remaining portions of this Law.

Validity

- 1.5
- (1) Nothing under this Law shall be rendered void or invalid by
 - (2) an error or omission in a notice, form, permit or other document given or authorized under this Law; or
 - (3) a failure of the Skowkale, a Skowkale Official or a Skowkale employee to do something within the required time.

Part 2 - APPLICATION

Law Applies to Tenancies of Residential Property

2.1 Except as otherwise provided by this Law, a regulation, or any other Skowkale law, this Law only applies to:

- (a) Tenancy Agreements, Rental Units, and other Residential Property on Skowkale Lands that are rental housing owned by Skowkale, and
- (b) Rental Units on other lands held by a CP-holder or leased to a Homeowners' Association or developer.

but, for greater certainty, disputes relating to rental units in paragraph (b) may be required by regulation to go through the dispute resolution process set out in a lease, rental agreement or homeowners' association bylaw prior to pursuing dispute resolution under this Law.

Law applies to all Tenancy Agreements

2.2 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 Agreements with minors

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

What this Law does not apply to

- 2.4 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 Skowkale 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 or a lease that has a term longer than five (5) years; or
- (g) a Tenancy Agreement, Rental Units, or Residential Property prescribed by regulation.

Law cannot be avoided

2.5 Landlords and Tenants may not avoid or contract out of this Law or a regulation made pursuant to this Law and any attempt by a Landlord or Tenant to avoid or contract out of this Law or a regulation made pursuant to this Law is of no effect.

Liability for not complying with this Law or a Tenancy Agreement

- 2.6 (1) Subject to subsection (2), 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.
- (2) If the non-complying Landlord is the Skowkale, 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.

Part 3- ADMINISTRATION OF THIS LAW

Appointment of Administrator

- 3.1 (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. If no Administrator is appointed, the Lands Governance Director will be the Administrator.
- (2) Without limiting the Council's authority under subsection (1), the Administrator's responsibilities include:
 - (a) making reports and recommendations to the Lands Governance Director or the Council respecting every matter the Administrator believes advisable for the effective carrying out of the purposes of this Law;
 - (b) giving Landlords and Tenants information about their rights and duties under this Law;
 - (c) receiving applications and written submissions in relation to dispute resolution under Part 7;
 - (d) assisting Landlords and Tenants, where practicable, to resolve differences; and
 - (e) advising Council on the establishment of forms consistent with this Law.

Appointment of Committee

3.2 Council shall by resolution appoint a Committee who will be responsible for reviewing certain applications for dispute resolution and making recommendations to the Lands Governance Director regarding the manner in which disputes should be resolved in accordance with Part 7.

- (a) If no Committee is appointed or available, disputes will be resolved by an arbitrator or adjudicator as set out in subsection 7.8.

Part 4- RESIDENTIAL TENANCIES RIGHTS AND OBLIGATIONS

Division 1- Creating a Tenancy Agreement

Tenancy Agreement must comply with Law

- 4.1 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 Agreement must be in approved form

- 4.2 (1) Council will approve or prescribe by regulation standard form Tenancy Agreements, which may include distinct agreements for use by different classes of persons or in different circumstances.
- (2) A Landlord must use the applicable standard form approved under subsection (1).
- (3) In addition to the requirements to comply with standard form Tenancy Agreements, Council may prescribe requirements for Landlords to apply to the Lands Office for a Residential Rental Permit prior to entering into a Tenancy Agreement.
- (4) Where a Tenancy Agreement is not in the applicable standard form, that Tenancy Agreement will be void to the extent that it is in conflict or inconsistent with this Law or any terms prescribed by regulation, and the terms required by this Law and any regulation will be read into that Tenancy Agreement and be binding on the parties to the agreement.

Landlord obligations when entering into Tenancy Agreements

- 4.3 A Landlord must ensure that a Tenancy Agreement is:
 - (a) in writing, and written in a manner that can be easily understood by a reasonable person;
 - (b) sets out all of the following, in addition to any prescribed requirements:
 - (i) the correct legal names of the Landlord and Tenant;
 - (ii) the address of the Rental Unit;
 - (iii) the date the Tenancy Agreement is entered into;
 - (iv) the address for service and telephone number of the Landlord or the Landlord's agent;
 - (v) the agreed terms in respect of the following:
 - (A) the date on which the Tenancy starts,
 - (B) if the Tenancy is a Periodic Tenancy, whether it is on a weekly, monthly or other periodic basis,
 - (C) if the Tenancy is a Fixed Term Tenancy,
 - i. the date on which the Tenancy ends, and
 - ii. 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,
 - (D) 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;
 - (E) the day in the month, or in the other period on which the Tenancy is based, on which Rent is due;
 - (F) which Services and Facilities are included in the Rent, and
 - (G) the amount of any Security Deposit or Pet Damage Deposit and the date on which each must be paid; and

- (c) signed and dated by both the Landlord and the Tenant.

Non-conforming Tenancy Agreement

- 4.4 (1) 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 will, to such extent as reasonably possible, be read so as to conform with the requirements of this Law.
- (2) 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 required under this Law.

Additional permitted terms

- 4.5 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) any aspect of the Residential Property; or
 - (b) a Service or Facility used in connection with the Tenancy.

Reasonable terms

- 4.6 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.

Unreasonable term not enforceable

- 4.7 (1) A term that is not reasonable is not enforceable.
- (2) For greater certainty, a term that is not related to the purpose for which it is intended or is not sufficiently explicit to inform the Tenant of what he or she must do or must not do in order to comply with it is not enforceable.
- (3) A term in a Tenancy Agreement for a Manufactured Home Site that the Tenant must engage the Landlord as the Tenant's agent in the sale of the Tenant's Manufactured Home is not enforceable.
- (4) A Tenancy Agreement must not include a term that all or part of the Rent payable for the remainder of the period of the Tenancy agreement becomes due and payable if a term of the Tenancy agreement is breached.

Copy of Tenancy Agreement

- 4.8 (1) 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.
- (2) If the Tenancy Agreement is for a Skowkale Housing Unit, the Landlord must keep a copy of the Tenancy Agreement in the Tenant's file at the Housing Department.

Changes to Tenancy Agreement

- 4.9 (1) A Tenancy Agreement may not be amended to change or remove a term or item included in the standard form Tenancy Agreement approved under subsection 4.2 or required under subsection 4.3.
- (2) Subject to subsection (1), a Tenancy Agreement may be amended to add, remove or change a term only if both the Landlord and Tenant agree to the amendment in writing.
- (3) The requirement for a written agreement to amend a Tenancy Agreement under subsection 4.9 does not apply to any of the following:
- (a) a Rent increase in accordance with Part 6 [*Rent Increases*];
 - (b) a withdrawal of, or a restriction on, a Service or Facility in accordance with section 4.24; or
 - (c) a term in respect of which a Landlord or Tenant has obtained an order from the Lands Governance Director that the agreement of the other is not required.

Application and Processing Fees Prohibited

- 4.10 (1) A Landlord must not charge a person a fee or other type of charge 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.
- (2) Subsection (1) does not apply if the Landlord is the Skowkale.

Start of rights and obligations

- 4.11 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.

Terms respecting pets

- 4.12 (1) A Tenancy Agreement may include terms or conditions doing the following:
- (a) prohibiting pets, or restricting the size, kind or number of pets a Tenant may keep on the Residential Property; or
 - (b) governing a Tenant's obligations in respect of keeping a pet on the Residential Property.
- (2) 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 4.14 [amount of Security Deposit] and section 4.15 [Landlord prohibitions respecting deposits].
- (3) This section is subject to the rights and restrictions under the *Guide Dog and Service Dog Act* (British Columbia).

Division 2- Security Deposits and Pet Damage Deposits

Landlord may require a deposit

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

Amount of deposit

- 4.14 (1) A Landlord of a Rental Unit must not require or accept a Security Deposit and, if applicable, a Pet Damage Deposit in an amount exceeding the equivalent of:
- (a) one month's Rent payable under the Tenancy Agreement for the Security Deposit; plus

- (b) one month's Rent per pet payable under the Tenancy Agreement for the Pet Damage Deposit.

Landlord prohibitions respecting deposits

- 4.15 In relation to a Rental Unit, 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; or
 - (b) 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

- 4.16 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 Rental Unit Tenancy

Condition Inspection: start of new Rental Unit Tenancy or new pet

- 4.17 (1) 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.
- (2) The Landlord and Tenant together must 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 a Tenancy; and
 - (b) a previous inspection was not completed under subsection (1).
- (3) The Landlord must offer the Tenant at least 2 opportunities for the inspection.
- (4) The Landlord must complete a condition inspection report in accordance with any rules prescribed in a regulation or approved form.
- (5) Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report within 7 days after the condition inspection is completed.
- (6) The Landlord must conduct the inspection and complete and sign the report without the Tenant if
- (a) the Landlord has complied with subsection (3); and
 - (b) the Tenant does not participate on either occasion.

Consequences for Tenant if report requirements not met

- 4.18 A Tenant is not entitled to the return of a Security Deposit or a Pet Damage Deposit if:
- (a) the Landlord has complied with subsection 4.17 (3) [*opportunities for inspection*]; and
 - (b) the Tenant has not participated on either occasion.

No claim against deposit

- 4.19 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 4.17 (3) [*opportunities for inspection*];
 - (b) having complied with section 4.17 (3), does not participate on either occasion; or
 - (c) does not complete the condition inspection report and give the Tenant a copy of that report within 7 days after the condition inspection is completed.

Rekeying Locks for New Tenants

- 4.20 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).

Division 4- During a Tenancy

Rules about payment and non-payment of Rent

- 4.21 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.

Seizure of Goods

- 4.22 A Landlord may only seize or hold the goods, possessions, machines or equipment of a Tenant during the term of a Tenancy Agreement if:
- (a) the Landlord has an order from the Lands Governance Director or a Court authorizing the action; or
 - (b) the Tenant has abandoned the Rental Unit, or Manufactured Home Site, and the Landlord complies with all prescribed provisions governing the abandonment of personal property; and
 - (c) abandonment may be determined by a regulation under this law or by any situation where the Tenant has provided written notice of abandonment, has moved out a majority of their personal possessions, has been absent for at least four (4) consecutive months, or has otherwise indicated an intention to abandon.

Terminating or restricting services

- 4.23 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, Manufactured Home Site or Manufactured Home;
 - (b) the Service or Facility is essential to the provision of working emergency, smoke detection, or natural gas detection services, or access to the Rental Unit by emergency services; or
 - (c) providing the Service or Facility is a material term of the Tenancy Agreement.

Terminating or restricting services

- 4.24 Subject to section 4.23, a Landlord may terminate or restrict a Service or Facility if the Landlord:
- (a) gives the Tenant 30 days' written notice of the termination or restriction; or
 - (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.

Tenant's right of access protected

- 4.25 A Landlord must not unreasonably restrict access to Residential Property by:
- (a) the Tenant of a Rental Unit that is part of the Residential Property; or
 - (b) a person permitted on the Residential Property by that Tenant in accordance with this Law.

Removal of unauthorized persons from Skowkale Housing Units

- 4.26 (1) Notwithstanding section 4.25(b) or anything else in this Law, the Administrator, or the Lands Governance Director may make an order and give notice to vacate a Skowkale Housing Unit to any person residing in a Skowkale Housing Unit who is not a Tenant or

not otherwise permitted to reside in a Skowkale Housing Unit under a Tenancy Agreement where:

- (a) the number of persons residing in a Skowkale 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 Skowkale Housing Unit without the permission of the Skowkale, or otherwise in contravention of the Tenancy Agreement,
 - (ii) is residing in a Skowkale 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 Skowkale Housing Unit,
 - (iv) is adversely affecting the security, safety, or physical well-being of a Tenant or any other person in or around a Skowkale Housing Unit,
 - (v) has caused or is likely to cause damage to a Skowkale Housing Unit,
 - (vi) is engaging in, has engaged in, or is preparing to engage in criminal activities in or around a Skowkale Housing Unit, or
 - (vii) has otherwise contravened any provision of this Law or any other Skowkale law.
- (2) A notice to vacate under subsection (1) must be in writing and must state the grounds on which the notice is being issued.
- (3) A person who has received a notice to vacate issued under subsection (1) may dispute such notice by submitting an application for dispute resolution under Part 7 within seven (7) days after the date on which the notice is delivered.
- (4) If a person who has received a notice under subsection (1) does not submit an application for dispute resolution within the time specified, the person must vacate the Skowkale Housing Unit on or before the date specified on the notice.
- (5) If a person who has received a notice under subsection (1) does not comply with the notice and order, the person may be removed the RCMP, an enforcement officer or any person designated by Council.
- (6) An occupant who fails to comply with a notice or order under this section is guilty of an offence under this Law.

Prohibition on changes to locks and access – Rental Units

- 4.27 Except in emergencies, evictions or where the Council, the Administrator, Lands Governance Director or a Court has ordered the change, 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.

Landlord and Tenant obligations to repair and maintain

- 4.28 (1) A Landlord must provide and maintain a 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 Skowkale law; and
 - (b) having regard to the age, character and location of a Rental Unit, would make it reasonably suitable for occupation by a Tenant.

- (2) A Landlord's duty under subsection (1) 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.

Tenant to maintain certain standards

- 4.29 A Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit and the Residential Property to which the Tenant has access.

Tenant repair

- 4.30 (1) A Tenant must repair damage to the Rental Unit Common Areas that is caused by the actions or neglect of the Tenant or a person permitted on the Residential Property by the Tenant.
- (2) A Tenant is not required to make repairs for reasonable wear and tear.

Division 5- At the End of a Tenancy – Rental Units

Condition Inspection: end of Rental Unit Tenancy

- 4.31 (1) 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.
- (2) The Landlord must offer the Tenant at least 2 opportunities for the inspection.
- (3) The Landlord must complete a condition inspection report in accordance with any rules prescribed in a regulation or approved form.
- (4) Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report within 15 days after the condition inspection is completed.
- (5) The Landlord may make the inspection and complete and sign the condition inspection report without the Tenant if:
- (a) the Landlord has complied with subsection (2) 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

- 4.32 (1) 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 2 opportunities for inspection as required by subsection 4.31(2); and
 - (b) the Tenant has not participated on either occasion.
- (2) 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 2 opportunities for inspection as required by subsection 4.31(2);
 - (b) having complied with subsection 4.31(2), 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 within 15 days after the condition inspection is completed.

Leaving the Rental Unit at the end of a Tenancy

- 4.33 (1) Unless a Landlord and Tenant otherwise agree, the Tenant must vacate the Rental Unit by 1 p.m. on the day the Tenancy ends.
- (2) 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.

Timing of return of deposit – non-Skowkale Housing Units

- 4.34 (1) For all Rental Units except Skowkale Housing Units, subject to paragraphs (a) to (c) and subsection 4.36, the Landlord must return the Security Deposit or Pet Damage Deposit with interest to the Tenant on or before the 15th day after the later of the end of the Tenancy Agreement or the date the Landlord receives the Tenant's forwarding address in writing, 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, the Lands Governance Director orders that the Landlord may retain; or
 - (c) the Lands Governance Director has ordered the Tenant to pay to the Landlord and at the end of the Tenancy remains unpaid.
- (2) An agreement under subsection (1) (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.

Timing of return of deposit – Skowkale Housing Units

- 4.35 (1) For Skowkale Housing Units, the Landlord must return the Security Deposit or Pet Damage 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, the Lands Governance Director orders that the Landlord may retain;
 - (b) the Lands Governance Director has ordered the Tenant to pay the Landlord and at the end of the Tenancy 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.
- (2) Where a Tenant wishes to dispute the Landlord's right to retain an amount pursuant to subsection (1)(c), the Tenant must make an application to the Administrator for dispute resolution in accordance with Part 7 of this Law on or before the 30th day after the end of the Tenancy Agreement.

Landlord Remedies

Seizure of Goods

- 4.36 A Landlord may only seize, hold, dispose of or sell the goods, possessions, machines or equipment of a Tenant or former Tenant after the end of a Tenancy Agreement if:
- (a) the Landlord has an order from the Lands Governance Director or a Court authorizing the action;

- (b) the Tenant has abandoned the Rental Unit, or Manufactured Home Site, and the Landlord complies with all prescribed provisions governing the abandonment of personal property; or
- (c) the Tenant or their pets or guests caused significantly more damage than the Security Deposit or Pet Damage Deposit will cover, the Landlord has sent an itemized repair estimate to the Tenant and demanded the Tenant to pay for the damage, and the Tenant has not paid or disputed the amount within thirty (30) days; and
- (d) abandonment may be determined by a regulation under this law or by any situation where the Tenant has provided written notice of abandonment, has moved out a majority of their personal possessions, has been absent for at least four (4) consecutive months, or has otherwise indicated an intention to abandon.

Additional Rent

- 4.37 If a Tenant, their invitees, guests or pets cause damage to the rental unit and do not repair it to the reasonable satisfaction of the Landlord within thirty (30) day of receiving a written request to repair from the Landlord, then the Tenant will be liable for the reasonable costs of the repairs as Additional Rent.
- 4.38 If a Tenant fails to perform or cause to be performed any of its covenants in a Rental Agreement, or does not remedy make repairs for damage caused by them, their invitees or pets, within thirty (30) days of having received written notice from the Landlord, or if the failure, default or repair is such that it cannot be remedied within such 30-day period and the Tenant fails to commence such remedy within such thirty (30) days and to thereafter continue to complete such remedy in a diligent manner, the Landlord may perform or cause to be performed such covenant (including the right to make repairs, installations and expend monies for such purposes) and all reasonable payments, expenses, and charges incurred or paid by or on behalf of the Landlord in respect thereof shall be paid by the Tenant to the Landlord as Additional Rent.
- 4.39 For Skowkale Rental Units, Skowkale may use any legal available means to secure payment of Additional Rent including garnisheeing wages or withholding community benefit or other payments.

This article survives after this Lease ends.

- 4.40 The Tenant must pay any Additional Rent to the Landlord within thirty (30) days after being given written notice of it.
- 4.41 This article survives after this Lease ends.

Inability to locate Tenant – money owing

- 4.42 If, after the end of a Tenancy Agreement, the Landlord is unable to locate the Tenant, the Landlord must forward any money owing to the Tenant under section 4.34 or 4.35 to the Tenant's forwarding address. If the Tenant has not provided a forwarding address, or the money is returned as undeliverable, the Landlord must hold the money in trust for 2 years following the end of the Tenancy, after which, if the Tenant has not claimed the money, it is forfeited to the Landlord.

Part 5- RENT INCREASES

Meaning of "Rent Increase"

- 5.1 In this Part, "**Rent Increase**" does not include an increase in Rent that is
- (a) for one or more additional occupants; and
 - (b) is authorized under the Tenancy Agreement in relation to additional occupants.

Rent Increase

- 5.2 Except for rent increases by Skowkale in accordance with a Skowkale tenancy agreement, housing policy or housing funding agreement, a Landlord must not increase Rent except in accordance with this Part.

Timing of Rent Increase

- 5.3 A Landlord must not impose a Rent Increase for at least 12 months after whichever of the following applies:
- (a) if the Tenant's Rent has not previously been increased, the date on which the Tenant's Rent was first established under the Tenancy Agreement;
 - (b) if the Tenant's Rent has previously been increased, the effective date of the last Rent Increase made in accordance with this Law.

Notice of Rent Increase

- 5.4 (1) A Landlord must give a Tenant notice of a Rent Increase at least 3 months before the effective date of the increase.
- (2) If a Landlord's notice of a Rent Increase does not comply with subsection (1), the notice takes effect on the earliest date that does comply.

Amount of Rent Increase

- 5.5 (1) A Landlord may impose a Rent Increase only up to the amount
- (a) calculated in accordance with the *Residential Tenancy Regulation* (British Columbia);
 - (b) set by Council by regulation;
 - (c) set out in a pre-existing rental or lease agreement, which may include requirements for periodic rent reviews; or
 - (d) agreed to by the Tenant in writing.

No dispute resolution

- 5.6 A Tenant may not make an application for dispute resolution to dispute a Rent Increase that complies with this Part.

Non-compliant Rent Increase

- 5.7 If a Landlord collects a Rent Increase that does not comply with this Part, the Tenant may deduct the increase from Rent or otherwise recover the increase.

Council may set Rent

- 5.8 (1) Despite any other provision of this Law, Council may at its sole discretion from time to time and for any reason set the applicable Rent for any Skowkale Housing Unit.
- (2) The Administrator must give a Tenant notice of a Rent Increase set under subsection (1) at least 3 months before the effective date of the increase.

Part 6 - HOW TO END A TENANCY

Definition and interpretation for this Part

- 6.1 (1) In this Part "**Rental Payment Period**" means the interval at which Rent is payable under a Tenancy Agreement.

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

End of Tenancy Agreement

- 6.2 (1) 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 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 Tenancy Agreement is frustrated; or
 - (f) the Lands Governance Director orders that the Tenancy is ended.
- (2) 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 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

- 6.3 A Tenant may
- (a) end a Periodic Tenancy by giving the Landlord notice in writing 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 in writing 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 end 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; and
 - (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, end the Tenancy effective on a date that is after the date the Landlord receives the notice.

Notice to end Tenancy Agreement: non-payment of Rent

- 6.4 (1) 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:

- (a) for Skowkale rental housing on a date set out in the housing policy or tenancy agreement and/ or;
 - (b) for all rental units:
 - (i) for emergency situations where there is significant damage or imminent risk of significant damage, immediately upon delivery of a written notice with the accompaniment of the RCMP, an enforcement officer, bailiff or private security;
 - (ii) for the first default or failure to pay rent in the required time by the Tenant, a date that is not earlier than thirty (30) days after the date of the first written notice from the Landlord if the rent remains unpaid; and
 - (iii) for subsequent defaults or failures to pay rent in the required time by the Tenant, including for defaults on a payment plan to remedy a previous default, fifteen (15) days after the date of the notice from the Landlord if the rent remains unpaid.
- (2) A notice to end a Tenancy given under subsection (1) must be made in the approved form if one is available.
- (3) A notice under subsection (1) has no effect if the amount of Rent that is unpaid is an amount the Tenant is permitted under this Law to deduct from the Rent.
- (4) Subject to subsection (1) and unless the Tenancy is terminated under subsection (1) at an earlier date, within 10 days after receiving a notice under subsection (1), the Tenant may:
- (a) pay the overdue Rent, in which case the notice has no effect except for in relation to sub-paragraph (1)(iii);
 - (b) in the case of proven hardship (with evidence), establish an agreed-upon repayment plan in writing with the Landlord, in which case the notice has no effect; or
 - (c) dispute the notice for the following reasons by making an application for dispute resolution under Part 7:
 - (i) the Tenant has proof the Rent was paid on time, or
 - (i) the Lands Governance Director or a Court has issued an order authorizing the Tenant to keep all or part of the Rent.
- (5) If a Tenant who has received a notice under subsection (1) does not pay the Rent or make an application for dispute resolution in accordance with subsection (4), 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 to which the notice relates by 4:00 PM on that date.

Utility charges

- 6.5 If a Tenancy Agreement requires the Tenant to pay utility charges to the Landlord and the utility charges are unpaid more than 30 days after the 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 subsection 6.4.

Notice to end Tenancy for cause, other than non-payment of rent

- 6.6 (1) A Landlord may, at any time, give the Tenant notice to end the Tenancy if any one of the following events has occurred:
- (a) the Tenant does not pay the Security Deposit or Pet Damage Deposit within thirty (30) days of the date it is required to be paid under the Tenancy Agreement;

- (b) the number of persons occupying the Rental Unit contravenes Canadian National Occupancy Standard requirements;
 - (c) 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;
 - (d) the Tenant or a person permitted on the Residential Property by the Tenant has caused or threatened to cause significant damage to the Residential Property or a Rental Unit;
 - (e) the Tenant does not maintain, or repair damage to, the Residential Property, Rental Unit as required under Part 4 *[obligations to repair and maintain]* within a reasonable time;
 - (f) 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;
 - (g) the Tenant has contravened a Skowkale Law; or
 - (h) the Rental Unit must be vacated to comply with an order by the Lands Governance Director issued under this Law, an order of a federal authority or an order of a Court.
- (2) A notice to end a Tenancy under subsection (1) must be at least 30 days and is effective on the last day of an ensuing Rental Payment Period.
 - (3) A Tenant may dispute a notice under subsection (1) by making an application for dispute resolution under Part 7 within 10 days after the date the Tenant receives notice.
 - (4) If a Tenant who has received a notice under subsection (1) does not make an application for dispute resolution in accordance with Part 7 within the time limit provided under subsection (3), the Tenant
 - (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
 - (a) must vacate the Rental Unit to which the notice relates by 1:00 PM on that date.

Notice to end Tenancy for cause - illegal activity

- 6.7 (1) 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 created any potential health or safety risks for Skowkale or any residents or occupants on First Nation Lands;
 - (c) 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
 - (d) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.
- (2) For greater certainty, and without limiting the generality of paragraph 6.6(1)(c) or subsection (1), 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* (Canada), 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; or
 - (c) the commission of a firearms related offence under Part III of the *Criminal Code of Canada* which occurs at the Residential Property.
- (3) A notice to end a Tenancy given under subsection (1) must be at least 7 days and is effective on the date indicated on the notice.
- (4) A Tenant may dispute a notice under subsection (1) by making an application for dispute resolution under Part 7 within 3 days after the date the Tenant receives notice.
- (5) If a Tenant who has received a notice under subsection (1) does not make an application for dispute resolution in accordance with Part 7 within the time limit provided under subsection (4), 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 to which the notice relates by 1:00 PM on that date.
- (6) In dispute resolution proceedings related to a notice to end a Tenancy issued under subsection (1), a criminal charge or conviction is not required to demonstrate or prove an offence, 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.

Council may act

- 6.8 (1) Council may by resolution order a Landlord to issue a notice to end the Tenancy under subsection 6.7 where the Council 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 subsection 6.7 and the Landlord has failed or refused to issue a notice to end the Tenancy.
- (2) A Landlord who is subject to an order made under subsection (1) may dispute the order by making an application for dispute resolution under Part 7 within 7 days of receiving notice of the order.

Council may bar Tenant from subsequent Tenancy - Skowkale Housing Unit

- 6.9 (1) Where the Administrator issues a notice to end Tenancy under section 6.6 or 6.7 to a Tenant of a Skowkale Housing Unit, Council may order by resolution that the Tenant is prohibited from occupying any other Skowkale Housing Unit and specify conditions under which the prohibition may be lifted.
- (2) An individual who is restricted from occupying a Skowkale Housing Units under subsection (1) may apply at any time for dispute resolution under Part 7 to have their restriction lifted.

Early end of Tenancy Agreement on order

- 6.10 (1) Without limiting the Lands Governance Director's authority under Part 7, the Lands Governance Director may, subject to subsection (2) and, on application, including an application by the Administrator in relation to a Skowkale Housing Unit,
- (a) order the minimum notice period required for a notice to end a Tenancy under section 6.4, 6.6 or 6.7 be shortened; or
 - (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 paragraphs (a) or (b).
- (2) The Lands Governance Director may make or grant an order under subsection (1) if the Lands Governance Director 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.
- (3) If an order is made under subsection (1), it is unnecessary for the Landlord to give the Tenant a notice to end the Tenancy.

End of Tenancy – Subsidized Rental Unit

- 6.11 (1) Subject to 6.3 [*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.
- (2) Unless the Tenant agrees in writing to an earlier date, a notice under this subsection (1) must end the Tenancy on a date that is:
- (a) not earlier than 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.

Ending a Tenancy for a Skowkale Housing Unit

- 6.12 (1) Despite any other provision of this Law, or Skowkale housing policy, the Lands Governance Director may, in relation to a Skowkale Housing Unit, order a Tenancy Agreement be ended on the ground that
- (a) the Tenant does not have a valid Tenancy Agreement or refuses to sign one, or
 - (b) the Tenant no longer qualifies to be a Tenant of a Skowkale Housing Unit in accordance with Skowkale law or policy
- and direct that a notice to end a Tenancy Agreement be issued to the Tenant of the Skowkale Housing Unit.
- (2) Despite any other provision of this Law and unless the Tenant agrees in writing to an earlier date, a notice under subsection (1) must end the Tenancy on a date that is:
- (c) not earlier than one (1) month after the date the notice is received; and
 - (d) 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.
- (3) A decision made under subsection (1) is final and is not open to review by any Court.

Notice to End Rental Unit Tenancy – Sale or Landlord Use of Property

- 6.13 (1) For the purposes of this section:
- “Close Family Member”** means, in relation to an individual,
- (a) the individual’s parent, grandparent, spouse, child, sibling, or
 - (b) the parent, grandparent, child or sibling of that individual’s spouse;
- “Landlord”** means a Landlord:
- (a) who is an individual who:
 - (i) at the time of giving notice to end the Tenancy Agreement, has a reversionary interest in the Rental Unit exceeding three (3) years, and

(ii) holds not less than half (1/2) of the full reversionary interest; or
"Purchaser" means a purchaser that has agreed to purchase at least half (1/2) of the full reversionary interest in the Rental Unit.

- (2) Subject to subsections 6.15 [*tenant's compensation*], a Landlord may end a Tenancy for a purpose referred to in subsection (3), (4), or (5) by giving notice to end the Tenancy effective on a date that is
 - (a) not earlier than 2 months after the date the Tenant receives the notice;
 - (b) 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; and
 - (c) if the Tenancy Agreement is a Fixed Term Tenancy Agreement, not earlier than the date specified as the end of the Tenancy.
- (3) A Landlord may end a Tenancy in respect of a Rental Unit if:
 - (a) the Landlord enters into an agreement in good faith with a Purchaser for the sale of a Rental Unit occupied under a Tenancy Agreement and any conditions precedent in the sale agreement have been satisfied;
 - (b) the Purchaser intends in good faith that he or she or a Close Family Member must occupy the Rental Unit; and
 - (c) the Purchaser requests in writing that the Landlord give the Tenant of the premises a notice to end the Tenancy Agreement.
- (4) A Landlord who is an individual may end a Tenancy in respect of a Rental Unit if the Landlord or a Close Family Member of the Landlord intends in good faith to occupy the Rental Unit.
- (5) A Landlord may end a Tenancy in respect of a Rental Unit if the Landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
 - (a) demolish the Rental Unit;
 - (b) renovate or repair the Rental Unit in a manner that requires the Rental Unit to be vacant;
 - (c) enter into a lease for a term exceeding 10 years;
 - (d) convert the Rental Unit to a non-residential use for not less than 6 months;
 - (e) convert the Rental Unit to a Subsidized Rental Unit;
- (6) A Landlord must not enter into a new 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 Rental Unit under an existing Tenancy Agreement, if any, and to each Tenant or prospective Tenant who will first occupy the Rental Unit under the proposed Tenancy Agreement.
- (7) A Tenant may dispute a notice under this section by making an application for dispute resolution under Part 7 within 15 days after the date the Tenant receives the notice.
- (8) If a Tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (7), 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 by that date.

Early notice by Tenant

- 6.14 (1) If a Landlord gives a Tenant a notice to end a Tenancy Agreement under section 6.11 [*end of Tenancy – Subsidized Rental Unit*] or section 6.13 [*notice to end Tenancy Agreement – Sale or Landlord use of property*], the Tenant may, at any time during the period of notice,

- (a) 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
 - (b) pay the Landlord, on the date the notice is given under paragraph (a), the proportionate amount of Rent due up to the date of the end of the Tenancy Agreement as specified in that notice, unless subsection (2) applies.
- (2) If the Tenant paid Rent before giving a notice under subsection (1)(a), 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.
- (3) A notice under this section does not affect the Tenant's right to compensation under section 6.15.

Compensation respecting section 6.13 notices – Rental Unit

- 6.15 (1) A Tenant who receives a notice to end a Rental Unit Tenancy under section 6.13 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.
- (2) A Tenant referred to in subsection (1) may withhold the amount authorized from the last month's Rent and, for the purposes of subsection (1), that amount is deemed to have been paid to the Landlord.
- (3) If a Tenant referred to in subsection (1) gives notice under section 6.14 before withholding the amount referred to in that section, the Landlord must refund that amount.
- (4) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the Tenancy under section 6.13 within a reasonable period after the effective date of the notice; or
 - (b) the Rental Unit 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 6.13, must pay the Tenant an amount that is the equivalent of double the monthly Rent payable under the Tenancy Agreement.

Form of notice of end of Tenancy Agreement

- 6.16 (1) 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;
 - (c) state the effective date of notice;
 - (d) except for a notice under section 6.3 [Tenant's notice], state the grounds for ending the Tenancy; and
 - (e) when given by a Landlord, be in the approved form.
- (2) 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

- 6.17 (1) A Tenant who has entered into a Tenancy Agreement with a Landlord may request an order of possession of the Rental Unit by making an application for dispute resolution.
- (2) The Lands Governance Director may grant an order of possession to a Tenant under this section before or after the date on which the Tenant is entitled to occupy the Rental Unit under the Tenancy Agreement, and the order is effective on the date specified by the Lands Governance Director.
- (3) The date specified under subsection (2) may not be earlier than the date the Tenant is entitled to occupy the Rental Unit.

Order of possession for Landlord; Eviction

- 6.18 (1) If a Tenant makes an application for dispute resolution to dispute a Landlord's notice to end a Tenancy, the Lands Governance Director must grant an order of possession of the Rental Unit to the Landlord if, at the time scheduled for the hearing:
- (a) the Landlord makes an oral request for an order of possession; and
- (b) the Lands Governance Director dismisses the Tenant's application or upholds the Landlord's notice.
- (2) 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:
- (a) a notice to end the Tenancy has been given by the Tenant;
- (b) a notice to end the Tenancy has been given by the Landlord, the Tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;
- (c) the Tenancy Agreement is a Fixed Term Tenancy Agreement that provides that the Tenant will vacate the Rental Unit at the end of the fixed term;
- (d) the Landlord and Tenant have agreed in writing that the Tenancy is ended.
- (3) The Lands Governance Director may grant an order of possession before or after the date when a Tenant is required to vacate the Rental Unit, and the order takes effect on the date specified in the order.
- (4) A possession order:
- (a) must be in writing and must state the grounds on which the order is being issued; and
- (b) unless otherwise stated, is deemed to also function as a notice to vacate.
- (5) A tenant who has received a possession order issued under this section may dispute such notice by submitting an application for dispute resolution under Part 7 within seven (7) days after the date on which the order is delivered.
- (6) If a tenant who has received a possession order under this section does not submit an application for dispute resolution within the time specified, the person must vacate the Rental Unit on or before the date specified on the order or notice.
- (7) If a tenant who has received an order under section does not comply with the order, the tenant and all tenants occupying the Rental Unit under their tenancy, may be immediately evicted and removed the RCMP, an enforcement officer or any person designated by Council.
- (8) A tenant who fails to comply with a notice or order under this section is guilty of an offence under this Law.

Part 7 –DISPUTE RESOLUTION

Dispute resolution available

- 7.1 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 Renal Unit, or
 - (B) the use of Common Areas or Services or Facilities.

Application

7.2 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; and
- (c) be accompanied by the approved fee.

7.3 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; or
- (b) the applicant does not comply with subsection 7.2.

Settling a dispute or referring to Committee or the Lands Governance Director

7.4 (1) Upon accepting an application for dispute resolution, the Administrator may assist parties to settle their dispute, with the exception of the following matters:

- (a) disputes over Rent Increases and any other dispute involving money;
- (b) disputes concerning an eviction; and
- (c) matters set out in the bylaws of a homeowners' association.

(2) If the parties settle their dispute during dispute resolution proceedings overseen by the Administrator under subsection (1), the Administrator may record the settlement in the form of a decision or an order.

(3) For any dispute that is not settled or is outside the Administrator's authority under subsection (1), the Administrator must refer the dispute resolution application to:

- (a) the Committee appointed by Council for review under section 7.6, or
- (b) if the Council has not established a Committee, to an independent arbitrator appointed by Council under section 7.8.

Limitation Period

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

Committee review of application for dispute resolution

7.6 (1) If Council has established a Committee, this section applies to disputes referred by the Administrator under section 7.4(3).

(2) Subject to this section, upon receipt of an application for dispute resolution under section 7.4(3), the Committee must consider the application and recommend to the Lands Governance Director the manner in which the dispute should be resolved including, if applicable, a recommended draft order to give effect to the rights, obligations and prohibitions under this Law.

- (3) The Committee's recommendation under subsection (2) must include sufficient detail and information to allow the Lands Governance Director to make a determination under section 7.7.
- (4) In hearing a dispute, the Committee may conduct further investigations, including meeting with the parties to the dispute, and any other parties, to ascertain the appropriate course for resolution of the dispute.
- (5) The Committee may dismiss all or part of an application for dispute resolution if
 - (a) there are no reasonable grounds for the application or part of the application;
 - (b) the application or part of the application does not disclose a dispute that may be determined under this Part; or
 - (c) the application or part of the application is frivolous or an abuse of the dispute resolution process.
- (6) Nothing in this section precludes the Committee from assisting the parties, or offering the parties an opportunity, to settle their dispute, with the exception of the following matters which must be the subject of a recommendation to the Lands Governance Director under subsection (1):
 - (a) disputes over Rent increases and any other dispute involving money; or
 - (b) disputes concerning an eviction.
- (7) If the parties settle their dispute during dispute resolution proceedings overseen by the Committee under subsection (6), the Committee may record the settlement in the form of a decision or an order.

Lands Governance Director Determination of a Dispute

- 7.7 (1) Subject to section 7.8, the Lands Governance Director has jurisdiction to hear and make the final determination of any dispute regarding a Tenancy created under this Law between a Tenant and a Landlord following the recommendation of the Committee.
- (2) The Lands Governance Director may dismiss all or part of an application for dispute resolution if
 - (a) there are no reasonable grounds for the application or part of the application;
 - (b) the application or part of the application does not disclose a dispute that may be determined under this Part; or
 - (c) the application or part of the application is frivolous or an abuse of the dispute resolution process.
 - (3) The Lands Governance Director 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.
 - (4) A decision of the Lands Governance Director under this section is final and binding.
 - (5) Nothing in this section prevents the Lands Governance Director from assisting the parties to settle their dispute.
 - (6) If the parties settle their dispute during dispute resolution proceedings overseen by the Lands Governance Director under subsection (5), the Lands Governance Director may record the settlement in the form of a decision or an order.

If Committee is Not Established

- 7.8 (1) If the Council has not established a Committee, the Lands Governance Director, upon receipt of an application for dispute resolution under section 7.4(3), must consider the application, and carry out any steps that are necessary to determine the dispute under section 7.7.
- (2) In hearing a dispute, the Lands Governance Director may conduct further investigations, including meeting with the parties to the dispute, and any other parties, to ascertain the appropriate course for resolution of the dispute.

Part 8 – OFFENCES AND PENALTIES

Administrative Remedies and Penalties

- 8.1 (1) If the Lands Governance Director determines that a Landlord or Tenant has contravened this Law, the regulations, the Lands Governance Director may assess an administrative penalty payable to the Skowkale or to the Landlord or Tenant up to the maximum amount and in the manner prescribed.
- (2) In addition to any other administrative penalties as may be prescribed by regulation, the Lands Governance Director may impose a requirement for community service on any Tenant of a Subsidized Rental Unit or Skowkale Housing Unit who has contravened this Law or the regulations.
- (3) Before the Lands Governance Director assesses an Administrative Penalty under subsection (1), or (2), the Lands Governance Director must consider all of the following:
- (a) previous contraventions of a similar nature by the person;
 - (b) the gravity and magnitude of the contravention;
 - (c) whether the contravention was repeated or continuous;
 - (d) whether the contravention was deliberate;
 - (e) any economic benefit derived by the person from the contravention;
 - (f) the person's cooperativeness and efforts to correct the contravention; and
 - (g) any other prescribed consideration.
- (4) When assessing an Administrative Penalty under this section, the Lands Governance Director must give a notice of the determination to the person against whom the Administrative Penalty is assessed setting out all of the following:
- (a) the nature of the contravention;
 - (b) the amount or nature of of the Administrative Penalty;
 - (c) the date by which the Administrative Penalty must be paid or the community service must be carried out.

Order for compliance

- 8.2 If the Council considers that a person is not complying, or has not complied, with an order, decision, determination, or administrative penalty of the Lands Governance Director under this Law or the regulations, the Council may apply to a Court for an order directing the person to comply.

Offenses

- 8.3 (1) A person must not obstruct, interfere with or hinder the Administrator, the Lands Governance Director, the Council, or any authorized employee, officer, or agent in the carrying out of their duties and responsibilities under this Law.
- (2) 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.
- (3) Any person who gives false or misleading information in a dispute resolution proceeding under this Law is guilty of an offence under this Law.
- (4) A Tenant or occupant who willfully causes damage to the Residential Property is guilty of an offence under this Law.
- (5) Any person who is guilty of an offence under this Law is liable, on summary conviction, to a fine of not more than Ten Thousand Dollars (\$10,000.00) and to any penalties specified in the *Enforcement and Ticketing Law* or regulations.

Investigations

- 8.4 (1) The Administrator may conduct investigations to ensure compliance with this Law and the regulations whether or not the Administrator has accepted an application for dispute resolution in relation to the matter.
- (2) If an investigation is conducted, the Administrator must make reasonable efforts to give the person under investigation an opportunity to respond.

Part 9- GENERAL

No Liability for Skowkale

- 9.1 No proceeding may be brought against Skowkale, including Skowkale Council, Committee members, staff, contractors or Enforcement Officers, in relation to decision-making or the discharge or purported discharge of responsibilities under this Law, either pursuant to an operational or policy decision, for anything done or omitted to be done in relation to the Law by any of the above acting in good faith.

Orders

- 9.2 An order issued under this Law by the Lands Governance Director must be signed by the Lands Governance Director and one member of the Council.

Forms

- 9.3 (1) Council may approve forms for the purposes of this Law.
- (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

Fees

- 9.4 Council may approve fees for the provision, under this Law or the regulations, of a service by the Skowkale to any person.

Regulations

- 9.5 (1) The Council may make regulations it considers necessary or advisable for purposes under this Law.
- (2) Without prejudice to the generality of subsection (1), the Council may make regulations
- 9.6 (1) The Council may make regulations it considers necessary or advisable for purposes under this Law.
- (2) Without prejudice to the generality of subsection (1), the Council may make regulations:
- (a) exempting Tenancy Agreements, Rental Units, Manufactured Home Sites or Residential Property from all or part of this Law;
 - (b) respecting Tenancy Agreements, including prescribing terms or formal requirements for Tenancy Agreements;
 - (c) respecting rights and obligations of Landlords and Tenants that are not inconsistent with this Law, and providing that those rights and obligations must be terms of Tenancy Agreements;
 - (d) prescribing
 - (i) the circumstances in which a Landlord may consider that a Tenant has abandoned a Rental Unit, Manufactured Home or Manufactured Home Site,

- (ii) the manner in which a Landlord may dispose of personal property abandoned by a Tenant, and
- (iii) the manner in which the proceeds from disposing of personal property are to be dealt;
- (e) setting out terms and conditions for hardship or emergency situations;
- (f) prescribing the following regarding condition inspections:
 - (i) the procedures to be followed in conducting the inspection, and
 - (ii) the form, content, completion requirements and use as evidence of a condition inspection report;
- (g) prescribing the amount and processes for imposing administrative penalties;
- (h) respecting matter related to the dispute resolution process under Part 7;
- (i) defining a word or expression used in this Law; and
- (j) subject to section 9.3, prescribing forms for the purposes of this Law.

Transition

- 9.7 (1) The Council may make regulations considered necessary or advisable for the purpose of more effectively bringing into operation this Law or amendments to this Law, and to remedy any transitional difficulties encountered in doing so.
- (2) A regulation made under subsection (1) may be made retroactive to a date not earlier than the date upon which the Final Agreement took effect.

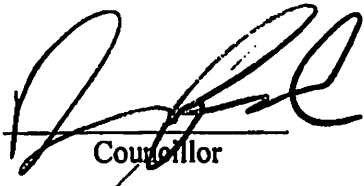
Part 10 - COMMENCEMENT

Commencement

10.1 This Law comes into force on the date of it is passed by Council Resolution.



Chief




Councillor



Councillor



Councillor



Councillor