

TOQUAHT NATION GOVERNMENT

Enacted under the Housing Authority Act section 13.1

RENTAL HOUSING REGULATION

TNR 2/2013



OFFICIAL CONSOLIDATION – CURRENT TO APRIL 25, 2017

This is a certified true copy of the consolidated Rental Housing Regulation TNR 2/2013, Current to April 25, 2017

Date: May 23, 2017

Kristen Johnson

Signed: _____
Law Clerk

TOQUAHT NATION GOVERNMENT
RENTAL HOUSING REGULATION TNR 2/2013
OFFICIAL CONSOLIDATION – CURRENT TO APRIL 25, 2017

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PART 1 - INTRODUCTORY PROVISIONS

Short title

1.1 This regulation may be cited as the Rental Housing Regulation.

Application

1.2 This regulation establishes the

- (a) maximum household income threshold required under section 7.1 of the Act,
- (b) form of eligibility application required under section 7.2 of the Act,
- (c) form of allocation application required under section 8.2 of the Act,
- (d) form of application for spousal tenancy under section 11.4 of the Act,
- (e) form of application for housing subsidies under section 13.3 of the Act,
- (f) manner in which the housing forms must be completed,
- (g) manner in which applications for allocation of Toquaht social housing are to be assessed under section 8.3 of the Act,
- (h) form of tenancy agreement and supporting housing forms under section 8.7 and 9.4 of the Act,
 - (h.1) circumstances in which Toquaht social housing may be sublet under 8.9 of the Act,
 - (h.2) form of agreement to sublet under sections 8.9 and 9.5 of the Act,
- (i) fees and interest required under the Act, and
- (j) offences and penalties under section 14.3 of the Act.

Definitions

1.3 (a) In this regulation:

“Act” means the Housing Authority Act;

“applicant” means an individual who makes an application under section 7.2, 8.1 or 11.4 of the Act, as the case may be;

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“housing form” means a form established under this regulation and includes any attachments to the form;

“standard terms” means the terms of a tenancy agreement referred to in section 2.6(b).

- (b) In this regulation, words or expressions defined in Part 11 of the Act that are also used in this regulation will, except where the context requires otherwise or is otherwise indicated, have the same meaning as those words or expressions defined in Part 11 of the Act, with necessary changes in the details.

PART 2 - PRESCRIBED MATTERS

Maximum income threshold

- 2.1** For the purposes of section 7.1(b) of the Act, the prescribed amount of the total maximum combined household income for an applicant when combined with the income of each dependent is as follows:
- (a) for a bachelor suite: \$23,000 before tax;
 - (b) for a one-bedroom rental unit \$23,500 before tax;
 - (c) for a two-bedroom rental unit: \$31,000 before tax;
 - (d) for a three-bedroom rental unit: \$35,500 before tax; and
 - (e) for a rental unit with more than three bedrooms: \$39,500 before tax.

Forms

- 2.2**
- (a) The forms numbered HA-1 to HA-9 in Schedule 1 are prescribed for the purposes of the Act.
 - (b) A housing form that is
 - (i) an eligibility application under section 7.2 of the Act must be in Form HA-1,
 - (ii) an allocation application under section 8.2 of the Act must be in Form HA-2,
 - (iii) an application for spousal tenancy under section 11.4 of the Act must be in Form HA-4,
 - (iv) an application for a housing subsidy under section 13.3 of the Act must be in Form HA-6,
 - (v) an application for a tenant's pet to be permitted to reside in Toquaht housing must be in Form HA-7,
 - (vi) a notice of rent increase under sections 2.9 and 2.10 must be in Form HA-8, and
 - (vii) a condition inspection report under section 2.13 must be in Form HA-9.
 - (c) Nothing may be attached to a form except

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- (i) a declaration of after tax combined household income in Form HA-3, or
 - (ii) one or more schedules in Form HA-5 for any additional information required by the housing authority in accordance with sections 7.3, 8.3(b), 11.4(c) and 13.4(b) of the Act.
- (d) Every form must be executed and completed in compliance with
- (i) the Act,
 - (ii) this regulation, and
 - (iii) the instructions on the form, as applicable.

Fees

- 2.3**
- (a) An applicant must pay the applicable application fees at the rates and as calculated in accordance with Schedule 2.
 - (b) An application fee is non-refundable.

Assessment of allocation applications

- 2.4**
- (a) The housing authority must assess each application for allocation of Toquaht social housing by assigning the points set out in Column C of Schedule 3 in accordance with this section.
 - (b) In assessing an application under subsection (a), the housing authority must consider the criteria in Column A of Schedule 3 based on the criteria variables in Column B of Schedule 3 set out beside that criteria in Column A.
 - (c) For each criterion in Column A in Schedule 3, the housing authority must
 - (i) assign the applicable points set out in Column C in Schedule 3 based on the applicable criterion variables in Column B beside that criterion in Column A, or
 - (ii) assign zero points for that criterion if the applicant does not meet the criterion, and
 - (iii) if a range of points is provided for in Column C, the housing authority may assign the points it considers appropriate in the circumstances, having regard for
 - (A) how other applicants for the allocation of that Toquaht social housing are assessed on that criterion, and

- (B) the information provided by the applicant that is relevant to that criterion.

- (d) The points assigned under subsection (c) must be recorded by the housing authority in the applicable row of Column D in Schedule 3 and the total number of all the points recorded in Column D must be entered in the last row of Column D.

Security deposits and interest

- 2.5**
- (a) A tenant must pay the security deposit at the rates and as calculated in accordance with Schedule 2.

 - (b) If the housing authority approves the application of a tenant for a pet to reside in Toquaht housing, the tenant must pay the pet security deposit at the rates and as calculated in accordance with Schedule 2.

 - (c) Unless otherwise specified, a person who is required to provide security may provide the security by
 - (i) cash deposit,
 - (ii) irrevocable letter of credit, or
 - (iii) another form of security satisfactory to the housing officer.

 - (d) The housing authority is not required to pay interest on any security, or portion of security, returned under a tenancy agreement.

Tenancy agreement

- 2.6**
- (a) A tenancy agreement must be substantially in the form set out in Schedule 4 and set out the following:
 - (i) the standard terms;
 - (ii) the correct legal name of the tenant;
 - (iii) the address of the applicable Toquaht housing;
 - (iv) the date the tenancy agreement is entered into;
 - (v) the address for service and telephone number of the housing authority;
 - (vi) 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 the tenancy ends, and
 - (II) whether the tenancy may continue as a periodic tenancy or for another fixed term after the date or whether the tenant must vacate the Toquaht housing rented 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 other period on which the tenancy is based, on which the rent is due;
 - (F) which services and facilities are included in the rent;
 - (G) the amount of any security deposit or pet damage deposit and the date the security deposit or pet damage deposit was or must be paid.
- (b) The following terms in the form of tenancy agreement set out in Schedule 4 must be included in every tenancy agreement:
- (i) section 1.1 regarding application of the Housing Authority Act;
 - (ii) section 2.1 regarding occupants and guests;
 - (iii) section 2.2 regarding pets;
 - (iv) section 4.1 regarding the payment of rent;
 - (v) section 4.2 regarding rent increases;
 - (vi) section 4.3 regarding security and pet damage deposits;
 - (vii) Part 5 regarding condition inspections;
 - (viii) Part 6 regarding the housing authority's entry into the rental unit;
 - (ix) Part 7 regarding ending the tenancy;
 - (x) section 10.4 regarding repairs;

- (xi) section 10.5 regarding locks;
 - (xii) section 13.1 regarding assignment and subletting;
 - (xiii) section 13.3 regarding dispute resolution; and
 - (xiv) section 13.6 regarding the tenant's right to a copy of the tenancy agreement.
- (c) The housing authority must ensure that a tenancy agreement is
- (i) in writing,
 - (ii) signed and dated by both the housing authority and the tenant, and
 - (iii) written so as to be easily read and understood by a reasonable person.
- (d) Within 21 days after the housing authority and tenant enter into a tenancy agreement, the housing authority must give the tenant a copy of the agreement.

Changes to tenancy agreement

- 2.7** (a) A tenancy agreement
- (i) may not be amended to change or remove a standard term, but
 - (ii) may be amended to add, remove or change a term, other than a standard term, only if both the housing authority and tenant agree to the amendment.
- (b) The requirement for agreement under subsection (a) does not apply to any of the following:
- (i) a rent increase in accordance with this regulation;
 - (ii) a withdrawal of, or a restriction on, a service or facility so long as the housing authority
 - (A) gives the tenant 30 days written notice of the termination or restriction, and
 - (B) reduces the rent in an amount that is equivalent to the reduction in the value of the tenancy agreement resulting from the termination or restriction of the service or facility; and

- (iii) a term in respect of which the housing authority or tenant has obtained an order of the Administrative Decisions Review Board that the agreement of the other is not required.

Terms respecting pets and pet damage deposits

2.8 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 in Toquaht housing as set out in the policy attached to Form HA-7; or
- (b) governing a tenant's obligations in respect of keeping a pet in Toquaht housing.

Rent increases

- 2.9**
- (a) In this section, “rent increase” does not include an increase in rent that is
 - (i) for one or more additional occupants, and
 - (ii) is authorized under the tenancy agreement by a term referred to in section 2.6(a)(vi)(D).
 - (b) The housing authority must not increase rent except in accordance with this section and section 2.10.
 - (c) The housing authority must not impose a rent increase for at least 12 months after whichever of the following applies:
 - (i) 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; or
 - (ii) if the tenant’s rent has previously been increased, the effective date of the last rent increase made in accordance with this regulation.
 - (d) The housing authority must give a tenant notice of a rent increase at least 3 months before the effective date of the increase.
 - (e) If the housing authority’s notice of rent increase does not comply with subsections (c) and (d), the rent increase in the notice takes effect on the earliest date that the notice does comply with those subsections.

Amount of rent increase

- 2.10**
- (a) The housing authority may impose a rent increase only up to the amount

- (i) that is no greater than the percentage amount calculated as follows:

percentage amount = inflation rate + 2%
 - (ii) approved by directive by the director on an application made by the housing authority to the director for a rent increase in an amount that is greater than the amount of rent increase permitted under paragraph (i), or
 - (iii) agreed to by the tenant in writing.
- (b) A tenant may not make an application to the Administrative Decisions Review Board to dispute a rent increase that complies with this section.
 - (c) If the housing authority collects a rent increase that does not comply with this section, the tenant may deduct the increase from rent or otherwise recover the increase.

What happens if a tenant does not leave when tenancy ended

- 2.11** (a) In this section
- (i) “new tenant” means a tenant who has entered into a tenancy agreement in respect of Toquaht housing but is prevented from occupying the applicable Toquaht housing by an overholding tenant,
 - (ii) “overholding tenant” means a tenant who continues to occupy the applicable Toquaht housing after the tenant’s tenancy has ended.
- (b) The housing authority may take whatever steps it considers reasonably necessary to take actual possession of a rental unit that is occupied by an overholding tenant.
 - (c) The housing authority may claim compensation from an overholding tenant for any period that the overholding tenant occupies the rental unit after the tenancy is ended.
 - (d) If the housing authority is entitled to claim compensation from an overholding tenant under subsection (c) and a new tenant brings proceedings against the housing authority to enforce his or her right to possess or occupy the applicable Toquaht housing that is occupied by the overholding tenant, the housing authority may apply to add the overholding tenant as a party to the proceedings.

Abandonment of personal property

- 2.12** (a) The housing authority may consider that a tenant has abandoned personal property if

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- (i) the tenant leaves the personal property in Toquaht housing he or she has vacated after the tenancy agreement has ended, or
- (ii) in the reasonable opinion of the housing authority, the tenant leaves personal property in the applicable Toquaht housing
 - (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) If personal property is abandoned as described in subsections (a), the housing authority may remove the personal property from the applicable Toquaht housing, and on removal may deal with it as it reasonably considers appropriate, including storing the property, charging the tenant fees for storing the property or disposing of the property.

Condition inspection

- 2.13**
- (a) The housing authority and tenant must complete a condition inspection report when the applicable Toquaht housing is empty of the tenant's possessions, unless the parties agree on a different time.
 - (b) The tenant may appoint in writing an agent to act on his or her behalf to attend an inspection under subsection (a) and sign a condition inspection report on behalf of the tenant.
 - (c) The tenant must advise the housing authority, in advance of the condition inspection, that an agent will be acting for the tenant in respect of the inspection and condition inspection report.
 - (d) The housing authority and housing officer must not accept an appointment or act as the tenant's agent for the purposes of subsection (b).

Subletting

- 2.14**
- (a) An agreement to sublet under section 8.9 or 9.5 of the Act must be substantially in the form set out in Schedule 4.1 and may not be for a term greater than the tenancy agreement which is sublet.
 - (b) A tenant may sublet his or her allocated Toquaht social housing if
 - (i) the tenant makes a written request to the housing authority to sublet the applicable Toquaht social housing,

- (ii) the housing authority determines one or more of the following conditions applies to that tenant:
 - (A) the tenant is undergoing medical treatment that requires the tenant to no longer be ordinarily resident in the Toquaht social housing;
 - (B) the tenant is attending an educational program that requires the tenant to no longer be ordinarily resident in the Toquaht social housing;
 - (C) the tenant is required to work in a location that requires the tenant to no longer be ordinarily resident in the Toquaht social housing;
or
 - (D) other conditions exist that require the tenant to no longer be ordinarily resident in the Toquaht social housing,
- (iii) the housing authority has approved the request of the tenant to sublet the applicable Toquaht social housing,
- (iv) the tenant and the housing authority agree, acting reasonably, on the individual who will sublet the applicable Toquaht social housing from the tenant,
- (v) the tenant is in good financial standing with the Toquaht government and the housing authority, and
- (vi) the tenant and the individual agreed upon under paragraph (iv) enter into an agreement to sublet with the housing authority for the applicable Toquaht social housing.

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PART 3 - FORM PREPARATION AND COMPLETION

Completion of housing form

- 3.1** (a) Every housing form, including attachments, must be on durable paper of 27.9 cm x 21.5 cm in size.
- (b) A housing form must be completed by printing or typing in
- (i) legible characters of 10 or 12 pitch, but not smaller than 12 point, and
 - (ii) black or dark ink that is compatible for electronic scanning, optical character recognition or micrographic technology of the kind used in the Toquaht administration office.

Abbreviations

- 3.2** An abbreviation of any word on a housing form must not be used unless the abbreviation does not obscure the meaning, intent or legal effect of the housing form.

English language

- 3.3** Every housing form must be completed in the English language.

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PART 4 - ENFORCEMENT, OFFENCES AND PENALTIES

Enforcement

- 4.1** An enforcement officer may issue the following to a person for an offence under the Act or this regulation:
- (a) a compliance notice under Part 4 of the Enforcement Act, or
 - (b) a ticket under Part 5 of the Enforcement Act.

Offences and penalties

- 4.2** For the contravention of the section of the Act or this regulation listed in column A of Schedule 5,
- (a) Column B of Schedule 5 sets out, for the purposes of section 5.2(a) of the Enforcement Act, the particulars of the offence,
 - (b) Column C of Schedule 5 establishes, for the purposes of section 5.2(b) of the Enforcement Act, the penalty,
 - (c) Column D of Schedule 5 establishes, for the purposes of section 5.2(b) of the Enforcement Act, the discounted penalty, and
 - (d) Column E of Schedule 5 establishes, for the purposes of section 5.2(b) of the Enforcement Act, the surcharge amount.

Separate offence each day of contravention

- 4.3** A person who commits, causes or allows a contravention of the Act or this regulation commits an offence and each day the contravention continues is a separate offence.

Deemed knowledge of tenant

- 4.4** A tenant is deemed to have knowledge of and be liable under the Act or this regulation in respect of any offence concerning the occupancy, care, maintenance or use of the applicable Toquaht housing by the tenant, a dependent of the tenant or an employee, contractor, agent or invitee of the tenant.

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SCHEDULE 1 – HOUSING FORMS

HA-1 – Eligibility Application

HA-2 – Allocation Application

HA-3 – Household Income Declaration

HA-4 – Application for Spousal Tenancy

HA-5 – Application Schedule

HA-6 – Housing Subsidy Application

HA-7 – Pet Application and Policy


HA-8 – Notice of Rent Increase

HA-9 – Condition Inspection

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HA-1 – Eligibility Application

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-1</p> <p style="text-align: center;">ELIGIBILITY APPLICATION</p>		<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p>Good financial standing: <input type="checkbox"/> with Housing Authority <input type="checkbox"/> with Toquaht Nation</p> <p><i>(for Housing Authority use only)</i></p>
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I, _____ (*Name of Applicant*) hereby apply under the Housing Authority Act for eligibility to rent Toquaht housing.

APPLICANT'S PERSONAL INFORMATION

Full Name:			
Status No.:			
Date of Birth:		Current Age:	
Marital Status:	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Common-law
Number of dependent children under 19:			
Phone #s:			
Mailing Address:			
Email Address:			

INFORMATION ABOUT YOUR CURRENT RESIDENCE

How many adults (18 years and over) are living in your current residence? _____ How many children (under 18 years) are living in your current residence? _____ How many bedrooms are in your current residence? _____

Have you been convicted of an indictable offence within the past 10 years? <input type="checkbox"/> Yes <input type="checkbox"/> No

Have you completed and attached a declaration of household income in Form HA-3? <input type="checkbox"/> Yes <input type="checkbox"/> No
--

Signature: _____ Date: _____

The housing authority may request additional information it considers necessary or desirable from the applicant or any other person before determining the applicant's eligibility to rent Toquaht housing.

HA-2 – Allocation Application

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-2</p> <p>ALLOCATION APPLICATION</p>		<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p><i>(for Housing Authority use only)</i></p>
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I, _____ (*Name of Applicant*) hereby apply under the Housing Authority Act to rent the following Toquaht housing property:

PROPERTY INFORMATION

Legal Description of Property:	
Civic Address:	

APPLICANT'S PERSONAL INFORMATION

Full name:			
Toquaht Citizenship No.:			
Date of birth:		Current Age:	
Marital Status:	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Common-law
Number of dependent children under 19:			
Phone #s:			
Mailing Address:			
Email Address:			

Please check one of the following:

<input type="checkbox"/> Toquaht enrollee OR <input type="checkbox"/> Toquaht citizen but not Toquaht enrollee
<input type="checkbox"/> Ordinarily resident on Toquaht lands for five years or more in last 10 years OR <input type="checkbox"/> Ordinarily resident on Toquaht lands for less than five of the last 10 years
If you attended post-secondary education off Toquaht lands within the last 10 years please indicate time away: _____ _____
Were you ordinarily resident on Toquaht lands within one year of the commencement of post-secondary education? <input type="checkbox"/> Yes <input type="checkbox"/> No

INFORMATION ABOUT YOUR CURRENT RESIDENCE

How many adults (18 years and over) are living in your current residence? _____
How many children (under 18 years) are living in your current residence? _____
How many bedrooms are in your current residence? _____

Are you physically or mentally disabled? Yes No
Do you have a physically or mentally disabled dependent? Yes No
Do you provide in-home care to a disabled dependent? Yes No

Did you lose your most recent residence due to fire, natural disaster or because the residence was condemned as unfit for habitation? Yes No
If yes, please indicate the date of loss of residence? _____

REFERENCES

Please provide the name and contact information of TWO character references:

Name: _____ Contact Information: _____
Name: _____ Contact Information: _____

Please provide ONE or more references from a previous landlord or evidence of prudent home ownership in the last five years.

landlord or reference re prudent home ownership

Name: _____ Contact Information: _____


landlord or reference re prudent home ownership

Name: _____ Contact Information: _____

Signature: _____ Date: _____

The housing authority may request additional information it considers necessary or desirable from the applicant or any other person before determining the applicant's eligibility to rent Toquaht housing.

HA-3 – Household Income Declaration

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-3</p> <div style="text-align: center;">  </div> <p>HOUSEHOLD INCOME DECLARATION</p>	<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p><i>(for Housing Authority use only)</i></p>
---	---

I, _____ (*Name of Applicant*) provide the following household income information in support of my application to rent Toquaht housing.

APPLICANT'S PERSONAL INFORMATION

Full Name:	
Status No.:	
Marital Status:	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Common-law <input type="checkbox"/> Divorced
Phone #s:	
Mailing Address:	
Email Address:	

APPLICANT'S EMPLOYER INFORMATION

Employer:	
Position:	
Full-time, part-time or other:	
Before tax annual income:	

SPOUSAL PERSONAL INFORMATION

Spouse's Full Name:	
Status No. (if applicable)	

Form HA-3

SPOUSE'S EMPLOYER INFORMATION

Employer:	
Position:	
Full-time, part-time or other:	
Before tax annual income:	

OTHER ADULT RESIDENT'S PERSONAL INFORMATION

Full Name:	
Status No. (if applicable)	

OTHER ADULT RESIDENT'S EMPLOYER INFORMATION

Employer:	
Position:	
Full-time, part-time or other:	
Before tax annual income:	

You must indicate all other adult's income

I have attached the following documents in support of my application (check all that apply):

<input type="checkbox"/> My tax return <input type="checkbox"/> My pay stub <input type="checkbox"/> Letter from my employer <input type="checkbox"/> Other: _____	<input type="checkbox"/> Spouse's tax return <input type="checkbox"/> Spouse's pay stub <input type="checkbox"/> Letter from spouse's employer <input type="checkbox"/> Other: _____
---	---

DECLARATION


I hereby solemnly declare that:

I believe that the information I have provided is complete and the contents to be true.

Dated: _____

Signature of Applicant

HA-4 – Application for Spousal Tenancy

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-4</p> <div style="text-align: center;">  </div> <p>APPLICATION FOR SPOUSAL TENANCY</p>	<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p style="text-align: right;"><i>(for Housing Authority use only)</i></p>
---	--

I, _____ (*Name of Applicant*) hereby apply under the Housing Authority Act for spousal tenancy.

Please refer to the Housing Authority Act, particularly Part 11, for definitions of terminology used in this form.

APPLICANT'S PERSONAL INFORMATION

Full Name:	
Phone #s:	
Mailing Address:	
Email Address:	

TENANT AND RENTAL PROPERTY INFORMATION

Tenant's Name:	
Address of Rental Property:	

SPOUSAL RIGHT TO APPLY

A spouse may apply for spousal tenancy within 90 days of the earlier of any of the following events. Please provide the following information, as applicable:

✓	<u>Event</u>	<u>Date</u>
	Date agreed upon in a domestic contract between the spouse and the tenant as when they commenced living separate and apart. (Provide copy of agreement).	
	Declaratory judgment by a court that the spouse and the tenant have no reasonable prospect of reconciliation with each other. (Provide court order).	
	Entry into separation agreement between the spouse and the tenant.	

	(Provide copy of agreement).	
	Divorce of spouse and tenant. (Provide court order).	
	Declaration of nullity of marriage between the spouse and the tenant. (Provide court order).	
	Death of the tenant. (Provide death certificate).	
	Other date as determined by a court. (Provide court order).	

INFORMATION CONSIDERED

Please provide the following information, as applicable, as well as relevant documents. In assessing this application, the housing authority may take into account any factor, listed below or otherwise, that it considers relevant and may request additional information it considers necessary or desirable from the applicant or any other person.

✓	<u>Factor</u>	<u>Details</u>	
	<u>Custody of dependent child(ren)</u>	<u>Name(s) and birth date(s) of child(ren):</u>	<u>Who has custody:</u>
	<u>Mental, physical or emotional violence in the family home</u>	<u>Summary:</u>	
	<u>Financial position</u>	<u>Spouse:</u>	
		<u>Tenant:</u>	
	<u>Court support order</u>		
	<u>Duration of time spouse resided in family home</u>		
	<u>Domestic contract between the spouse and the tenant</u>		
	<u>Availability of other suitable and affordable accommodation</u>	<u>For spouse:</u>	
		<u>For tenant:</u>	

I certify that the information in this application is accurate and true. I am aware that a spousal tenancy, if granted, will terminate in accordance with the Housing Authority Act.

Signature: _____ Date: _____

HA-5 – Application Schedule

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-5</p> <p style="text-align: center;">APPLICATION SCHEDULE</p>		<p>Date received:</p> <p>File no:</p> <p style="text-align: center;"><i>(for Housing Authority use only)</i></p>
---	---	--


At the request of the Housing Authority, I _____ (*Name of Applicant*)
 attach the following documents (please describe below) which pertain to my application for:

Please select one: Eligibility Allocation Spousal tenancy Housing subsidy
 (list documents in the order they are attached)

Signature: _____

Date: _____

HA-6 – Housing Subsidy Application

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-6</p>		<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p><i>(for Housing Authority use only)</i></p>
<p>HOUSING SUBSIDY APPLICATION</p>		

I, _____ (*Name of Applicant*) hereby apply under the Housing Authority Act for a housing subsidy for the construction of residential housing on Toquaht lands.

APPLICANT'S PERSONAL INFORMATION

Full Name:			
Toquaht Citizenship No.:			
Date of Birth:		Current Age:	
Phone #s:			
Mailing Address:			
Email Address:			

LAND(S) INFORMATION

Address(es) of the Toquaht land you are applying to build on:
Do you hold a residential interest in the land(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No


Have you attached the following documents to complete this application?

1. A copy of land registry records relating to the land(s)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. A project development, construction and completion plan, including a cost estimate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If housing is to be financed by a financial institution, provide a letter of commitment from the financial institution showing that the institution will lend you the money to build?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Statement(s) of account showing the total financial resources available for the project?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signature: _____ Date: _____

The housing authority may request additional information it considers necessary or desirable from the applicant or any other person before determining the applicant's eligibility for housing subsidy.

HA-7 – Pet Application and Policy

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-7</p>		<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Application fee received</p> <p><i>(for Housing Authority use only)</i></p>
<p>PET APPLICATION</p>		

APPLICANT'S PERSONAL INFORMATION

Full Name:	
Phone #s:	
Mailing Address:	
Email Address:	

PET INFORMATION – Provide a separate application for each pet.

Type of Pet	Pet's Name	Primary Breed	Secondary Breed	License or ID Number	Sex	Age	Approximate Adult Weight

Dogs or Cats:

Date spayed or neutered: _____

Veterinarian name: _____

Veterinarian address: _____

Veterinarian phone number: _____

Date of last vaccination: _____

I have read, understand and hereby acknowledge that I have received a copy of the Toquaht Housing Authority Pet Policy and I and members of my household promise to fully comply, including being held responsible for any damage or injury caused by my/our pet(s).

 Signature of Pet Owner

 Date

FOR HOUSING AUTHORITY USE ONLY

I have reviewed the above pet registration form and approve this pet.

 Signature of Housing Authority Representative

 Date

TOQUAHT HOUSING AUTHORITY

Housing Authority Act
Rental Housing Regulation



PET POLICY

PART 1 – APPLICATION OF POLICY

- 1.1 This policy applies to all Toquaht housing.
- 1.2 Tenants who have signed tenancy agreements with the housing authority and obtained pets prior to April 1, 2013:
 - (a) are NOT subject to the pet approval process (these pets are “grandfathered”);
 - (b) are NOT required to pay a Pet Deposit;
 - (c) are required to register their pets; and
 - (d) are subject to all other terms and conditions of this policy.

All other Tenants must comply fully with this policy.

PART 2- PURPOSE OF POLICY

- 2.1 The purpose of this policy is to define the application process and approval criteria, terms and conditions regarding pets in Toquaht housing and consequences for breach of these terms and conditions.
- 2.2 This policy defines the type of pets allowed, the application and approval process, rules for keeping a pet and the housing authority’s remedies in case of breach.

PART 3 - DEFINITIONS

- 3.1 “Tenant” and “pet owner” have the same meaning in this policy.

PART 4 - ALLOWED PETS

- 4.1 Subject to the balance of this Part, pets allowed include dogs, cats, rabbits, rodents, birds, reptiles and fish.
- 4.2 Unless otherwise approved by the housing officer acting reasonably,
 - (a) the total number of cats and dogs must not exceed three, and

- (b) the total number of cages or tanks for rabbits, rodents, birds, reptiles and fish must not exceed two.

4.3 The following pets are not allowed:

- (a) animals prohibited by law to be kept as pets,
- (b) pets that, in the opinion of the housing officer acting reasonably, are a threat to other tenants, housing authority staff or service providers of the housing authority.

4.4 Acceptability of any pet is at the sole discretion of the housing officer. Written appeals, which must include pictures of the pet, can be made to the housing authority who have absolute and final jurisdiction regarding pet acceptability.

4.5 Pet owners are liable for any damage done to their unit, common areas or grounds and are liable for physical harm done to anyone caused by their pet.

PART 5 – APPROVAL PROCEDURE

5.1 All tenants and prospective tenants with pets must complete a pet application in the form provided and pay a pet deposit by certified cheque or money order as required.

5.2 Service dog owners are exempt from the pet deposit requirement.

5.3 When a tenant is discovered to have a pet that has not been approved, anytime during their tenancy, they must immediately apply for approval of the pet, pay a pet deposit and a fine of up to \$500.

PART 6– RULES OF OWNERSHIP

6.1 In addition to the terms of their tenancy agreement, tenants must comply with all applicable laws, including any laws regarding licensing, spaying or neutering a pet.

6.2 The tenant must promptly advise the housing authority of any changes to information on the pet application.

6.3 Pets must be cared for in a responsible manner and must not be permitted to cause a disturbance that will affect the quiet enjoyment of other tenants, such as noise or odours, or be allowed to bite, claw or otherwise act aggressively toward any person or other pet.

6.4 Pets must not damage Toquaht housing and damage by pets will not be construed as “normal wear and tear”.

6.5 If a dog or cat has bitten, clawed or otherwise acted aggressively toward any person or other pet, the housing officer may require that dog or cat to be restrained on a leash at all times when on the grounds or in common areas of Toquaht housing.

6.6 Dogs and cats must not be chained or tethered or left unattended anywhere on Toquaht lands.

- 6.7 All pet litter and waste must be bagged and placed directly in garbage bins and must not be placed in garbage chutes or toilets.
- 6.8 Tenant dog owners or a responsible adult must be present in the pet owner's suite while any maintenance work is performed.
- 6.9 Tenants must follow the rules of this policy and breaches are considered a serious matter.

PART 7– HOUSING AUTHORITY REMEDIES

- 7.1 Housing authority staff may issue a tenant with a breach letter for violation of any rule of this policy. Following three breach letters, a termination notice will be served on the tenant by the housing authority.
- 7.2 Immediate eviction notice may be given to a tenant for any aggressive pet behavior.
- 7.3 With proper notice, the housing authority may enter the tenant's suite if it is reasonably believed that the tenant is not following this policy and damage or nuisance is arising from the pet in question.
- 7.4 Any damage to the tenant's suite caused by a tenant's pet, including to flooring, walls, trim, carpeting or other surfaces, or to the common areas or grounds, is the responsibility of the tenant and the tenant agrees to be held responsible for repair or replacement costs arising from such damage.
- 7.5 Should evidence of fleas or ticks be found, the housing authority must arrange for the suite to be professionally treated and all costs associated with the treatment will be charged to the tenant.
- 7.6 If an emergency situation occurs (e.g. flood or abandonment) and the housing authority requires entry into the pet owner's suite, and reasonable, repeated efforts to contact the tenant and emergency contact fail, the housing authority may, at its discretion, arrange for the SPCA to take and provide care for the tenant's pet and costs will be paid for by the tenant.
- 7.7 The tenant agrees to indemnify and save harmless the housing authority, housing authority staff and agents from all liability, judgments, expenses (including lawyer's fees), claims and suits of any kind, including those from third parties, for any injury, including death, caused to any person or for damage to property of any kind whatsoever caused by the tenant's pet.
- 7.8 Should a dispute or breach arise from this policy that cannot be settled, the tenant and the housing authority agree to have the dispute heard and abide by the decision of the administrative decisions review board.
- 7.9 The housing authority will keep the pet deposit during the tenancy in accordance with the Housing Authority Act and will repay the pet deposit to the tenant within 15 days of the end of the tenancy, unless

- (a) the tenant agrees in writing to allow the housing authority to keep an amount as payment for damage, or
- (b) the housing authority applies for arbitration under the administrative decisions review board within 15 days of the end of the tenancy to claim some or all of the pet deposit.

PART 8 – GRANDFATHERED PETS

8.1 Tenants who have “grandfathered” pets

- (a) are required to pay the pet deposit if they replace a deceased pet with the same type of pet,
- (b) are required to pay the pet deposit if they replace a deceased pet with another type of pet,
- (c) are required to pay the pet deposit if an additional pet is obtained,
- (d) are required to pay the pet deposit if the tenant requests a transfer to another unit or building,
- (e) are not required to pay the pet deposit if the housing authority requests that the tenant transfer units, and
- (f) are required to pay the pet deposit if the tenant has not registered his or her pet and any of the above occurs.

HA-8 – Notice of Rent Increase

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-8</p> <p style="text-align: center;">NOTICE OF RENT INCREASE</p>		<p>Date received: _____</p> <p>File no: _____</p> <p style="text-align: right; font-size: small;"><i>(for Housing Authority use only)</i></p>
--	--	---

TO THE TENTANT(S):

Full Name:	_____
Phone #s:	_____
Mailing Address:	_____
Rental Address:	_____
Email Address:	_____

NOTICE OF RENT INCREASE

Date of last rent increase: (Housing Authority to complete either option a or b) a) the date your last rent increase came into effect was: _____ b) as this is your first rent increase, the date your rent was established: _____
Amount of rent increase: The current rent is: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____ The rent increase is: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____ The new rent will be: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____ Your new rent is payable starting on: _____

FOR HOUSING AUTHORITY USE ONLY	
This information provided on this form is true and correct.	
_____ Signature of Housing Authority Representative	_____ Date

INFORMATION FOR HOUSING AUTHORITY and TENANTS

Giving a notice of rent increase under the Housing Authority Act

- Once a year, the housing authority may increase the rent for the existing tenant. The housing authority 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 legal rent increase for the tenant.
- The housing authority must give a tenant at least 3 whole month's notice, in writing, of a rent increase. *For example, if the rent is due on the first day of the month and the tenant is given notice any time in January, even January 1st, there must be 3 whole months before the rent increase begins. In this example, the months are February, March and April, so the rent increase would begin on May 1st. The housing authority must use this form, Notice of Rent Increase, and must deliver the notice in accordance with Toquaht law.*
- A tenant may not apply for dispute resolution to dispute a rent increase that complies with the Rental Housing Regulation under the Housing Authority Act.
- The housing authority may only impose a rent increase up to the amount calculated in accordance with the regulations. If a Tenant believes that the rent increase is more than allowed by the regulations, the Tenant may contact the Administrative Decisions Review Board for assistance.
- For further information on rent increases see the Rental Housing Regulation.

HA-9 – Condition Inspection

TOQUAHT NATION GOVERNMENT
 RENTAL HOUSING REGULATION TNR 2/2013
 OFFICIAL CONSOLIDATION – CURRENT TO APRIL 25, 2017

<p>TOQUAHT HOUSING AUTHORITY</p> <p>Housing Authority Act Rental Housing Regulation Form HA-9</p> <div style="text-align: center;">  </div> <p>CONDITION INSPECTION REPORT</p>	<p>Date received:</p> <p>File no:</p> <p style="text-align: center; font-size: small;"><i>(for Housing Authority use only)</i></p>
---	--

TENANT'S INFORMATION

Full Name:			
Phone #s:			
Mailing Address:			
Rental Address:			
Possession date:		Move-in inspection date:	
Move-out date:		Move-out inspection date:	

		Condition at beginning of tenancy		Condition at end of tenancy	
		COMMENT	CODE	COMMENT	CODE
ENTRY	Walls and trim				
	Ceilings				
	Closet(s)				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
	Floor carpet				
KITCHEN	Ceiling				
	Walls and trim				
	Floor/carpet				
	Countertop				
	Cabinets and doors				
	Stove/stove top				
	Oven				
	Exhaust hood and fan				
	Taps, sink and stoppers				
	Refrigerator				
	Crisper/shelves				
	Freezer				
	Door/exterior				
	Closet(s)				
	Dishwasher				
	Lighting fixtures/bulbs				
Windows/coverings/screens					
Electrical outlets					

TOQUAHT NATION GOVERNMENT
 RENTAL HOUSING REGULATION TNR 2/2013
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LIVING ROOM	Ceiling				
	Walls and trim				
	Floor/carpet				
	Air conditioner/cover				
	Fireplace				
	TV cable/adaptor				
	Closet(s)				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
DINING ROOM	Ceiling				
	Walls and trim				
	Floor/carpet				
	Lighting fixtures/ceiling fan/bulbs				
	Window/coverings/screens				
	Electrical outlets				
STAIRWELL and HALL	Treads and landings				
	Railing/bannister				
	Walls and trim				
	Ceilings				
	Closet(s)				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
MAIN BATHROOM	Ceiling				
	Walls and trim				
	Floor/carpet				
	Cabinets and mirror				
	Tub/shower/taps/stopper				
	Sink/stopper/taps				
	Toilet				
	Door				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
MASTER BEDROOM (1)	Ceiling				
	Walls and trim				
	Floor/carpet				
	Closet(s)				
	Doors				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
BEDROOM (2)	Ceiling				
	Walls and trim				
	Floor/carpet				
	Closet(s)				
	Doors				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				

TOQUAHT NATION GOVERNMENT
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BEDROOM (3)	Ceiling				
	Walls and trim				
	Floor/carpet				
	Closet(s)				
	Doors				
	Lighting fixtures/ceiling fan/bulbs				
	Windows/coverings/screens				
	Electrical outlets				
EXTERIOR	Front and rear entrances				
	Patio/balcony doors				
	Garbage containers				
	Glass and frames				
	Stucco and/or siding				
	Lighting fixtures/bulbs				
	Grounds and walks				
	Electrical outlets				
UTILITY ROOM	Washer/dryer				
	Electrical outlets				
GARAGE OR PARKING AREA	Electrical outlets				
BASEMENT	Stair and stairwell				
	Walls and floor/carpet				
	Furnace, water heater, plumbing				
	Windows/coverings/bulbs				
	Lighting fixtures/bulbs				
	Electrical outlets				
STORAGE					
KEYS AND CONTROLS	TYPE OF KEY OR CONTROL	#ISSUED AT START OF TENANCY	#RETURNING AT END OF TENANCY		
	Building entrance keys				
	Rental unit entrance main locks				
	Rental unit deadbolt				
	Parking remote control				

START OF TENANCY

Repairs to be completed at start of tenancy: (list repairs)

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:

END OF TENANCY

Damage to rental unit or residential property for which the Tenant is responsible: _____ _____ _____
I, (Tenant's name) _____ <input type="checkbox"/> agree that this report fairly represents the condition of the rental unit <input type="checkbox"/> do not agree that this report fairly represents the condition of the rental unit for the following reasons: _____ _____ _____
I, _____ agree to the following deductions from my security and/or pet damage deposit: Security deposit: _____ Pet damage deposit: _____ Date (dd/mm/yy): _____ Signature of Tenant: _____

SIGNATURES – MOVE-IN/MOVE-OUT

Housing Authority: (on move-in) _____ (on move-out) _____ Tenant: (on move-in) _____ (on move-out) _____ Tenant's forwarding address: _____ _____
--

SCHEDULE 2 – FEES AND DEPOSITS

Category	Section	Rate	Unit	Min	Max	Comment
Eligibility application	2.3	\$30	Per application	\$30	N/A	
Allocation application	2.3	\$50	Per application	\$50	N/A	
Spousal tenancy application	2.3	\$50	Per application	\$50	N/A	
Pet application	2.3	\$25	Per application	\$25	\$75	
Security deposit	2.5	One month rent	Per unit of Toquaht housing rented	N/A	N/A	
Pet deposit	2.5	\$100	Per pet	\$100	\$300	

SCHEDULE 3 – HOUSING ALLOCATION ASSESMENT

A Criteria	B Criteria Variables	C Available Points (fixed unless range indicated)	D Assigned points
1) Relationship to Toquaht Nation (one only of A or B)	A) Toquaht enrollee.	10	
	B) Toquaht citizen but not Toquaht enrollee.	5	
2) Residence on Toquaht lands (one only of A or B) * Applicants who are attending or have attended post-secondary education off Toquaht lands but who were ordinarily resident on Toquaht lands within one year of the commencement of that education will be considered ordinarily resident on Toquaht lands for the duration of their education.	A) Ordinarily resident on Toquaht lands for at least five years in last ten years.*	5	
	B) Ordinarily resident on Toquaht lands in last ten years but for less than five years.*	3	
3) Occupancy of current residence according to the National Occupancy Standard (Canada) (one only of A or B)	A) Four or more occupants per bedroom.	10	
	B) Two or three occupants per bedroom.	5	
4) Loss of most recent residence	Due to fire, natural disaster or because residence was condemned as unfit for habitation.	5	
5) Elderly applicant	65 years of age or over.	10	
6) Disabled applicant or disabled dependent	Physical or intellectual disability .	5	
7) Applicant provides in-home care	Caring for dependent adult in home.	5	
8) Number of dependent children (one only of A, B, C or D)	A) Five or more children.	10	
	B) Three or four children.	6	
	C) Two children.	3	
	D) One child.	1	
9) Personal character	Two or more positive character references indicating personal qualities including reliability.	1 to 5	

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A Criteria	B Criteria Variables	C Available Points (fixed unless range indicated)	D Assigned points
10) Tenant or homeowner history	One or more positive references from a previous landlord or evidence of prudent home ownership within the last five years.	1 to 5	
11) Date of eligibility notice under section 7.3(a)(i) of the Act (one only of A or B)	A) More than five years since the date of the eligibility notice.	5	
	B) More than ten years since the date of the eligibility notice.	10	
12) Household income (one only of A or B)	A) The extent to which the average amount for the past three years of the total after tax combined household income of the applicant combined with the after tax income of each dependent is below the applicable amount set out in section 2.1.	One point per \$1000 to a maximum of 20 points (no fractional points or points less than zero will be assigned)	
	B) The extent to which the average amount for the past three years of the total after tax combined household income of the applicant combined with the after tax income of each dependent is above the applicable amount set out in section 2.1.	One negative point per \$1000 to a maximum of 20 negative points (no fractional points will be assigned)	
Total assigned points			/100

SCHEDULE 4 – FORM OF TENANCY AGREEMENT

**TOQUAHT NATION
HOUSING AUTHORITY**

TENANCY AGREEMENT



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TOQUAHT NATION HOUSING AUTHORITY
TENANCY AGREEMENT

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TOQUAHT NATION HOUSING AUTHORITY
TENANCY AGREEMENT

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made as of and with effect from
_____, 20_____.

BETWEEN:

TOQUAHT HOUSING AUTHORITY CORPORATION

(the "housing authority")

OF THE FIRST PART

AND:

(individually, or if more than one individual, together as, the "tenant")

OF THE SECOND PART

WHEREAS the housing authority and the tenant agree to this legally binding tenancy agreement and any breach will provide grounds for termination. The tenant will abide by all laws, rules and regulations implemented and amended from time to time by the housing authority.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements contained in this tenancy agreement, the parties covenant and agree with each other as follows:

PART 1 - APPLICATION AND APPLICABLE LAW

Application of the Housing Authority Act

1.1 The terms of this tenancy agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Toquaht Nation Housing Authority Act (the "Act") or a regulation made under that Act (the "Regulations"). In the event of an inconsistency between the Act and this tenancy agreement, the Act prevails.

Applicable law

1.2 The laws of Toquaht Nation apply to this tenancy agreement and, for certainty but subject to the Act, the Residential Tenancy Act (British Columbia) applies to rental units and this tenancy agreement.

PART 2 - OCCUPANTS, RENTAL UNIT AND RENTAL PERIOD

Occupants and guests

- 2.1 (a) The tenant agrees that the following persons will be the only permanent occupants of the rental unit (as defined in section 2.3) during the tenancy (as defined in section 2.4). The tenant may in writing request other persons to be added as permanent occupants of the rental unit, such consent not to be unreasonably withheld by the housing authority. If the number of occupants in the rental unit is unreasonable, the housing authority may discuss the issue with the tenant and the housing authority may, at its discretion, issue a notice in writing to end the tenancy to the tenant.
- (b) Provide full names of all adult occupants (19 years or older) to occupy the rental unit:

Name	Name

- (c) Provide full names of all minor occupants (less than 19 years) and their ages to occupy the rental unit:

Name	Age	Name	Age

- (d) The housing authority must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- (e) The housing authority must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or overnight accommodation of guests.

Pets

- 2.2 (a) The tenant must apply to the housing authority in the prescribed form under the Regulations to keep a pet in the rental unit. The tenant must abide by the Toquaht Nation's Pet Policy while keeping a pet in the rental unit.

- (b) The keeping of a pet in the rental unit is subject to the rights and restrictions in the *Guide Animal Act* (British Columbia).

Location of rental unit

- 2.3 The housing authority hereby rents to the tenant for its sole use and for the period of time during the tenancy, the residential dwelling and surrounding area on which the dwelling sits that has the following address:

(the “rental unit”).

Rental period

- 2.4 The tenancy created by this tenancy agreement commences on the _____ (day) of _____ (month), 20____ and continues on a month to month basis until cancelled or terminated in accordance with this tenancy agreement (the “tenancy”).

PART 3 - SERVICES AND EQUIPMENT

Services

- 3.1 The tenant will pay all heating, telephone, cable, internet and hydro charges for the rental unit, and is responsible for the hook-up of all such services.

Equipment

- 3.2 No furnishings or equipment will be supplied by the housing authority for the rental unit except those checked below, which the tenant and tenant’s guests will use with care:

Stove	<input type="checkbox"/>	Fridge	<input type="checkbox"/>	Carpets	<input type="checkbox"/>	Drapes	<input type="checkbox"/>
Blinds	<input type="checkbox"/>	Sheers	<input type="checkbox"/>	Hot Water Tank	<input type="checkbox"/>	Washer/Dryer	<input type="checkbox"/>

PART 4 - RENT AND DEPOSIT

Payment of rent

- 4.1 (a) The tenant agrees to pay rent for the rental unit in the sum of \$ _____ per month payable in advance on or before the first day of each month at the housing authority office and subject to rent increases permitted by law (the “rent”). Rent payments will be made in cash, cheque or money order made payable to: Toquaht

Housing Authority Corporation. The tenant is not entitled to deduct any amount from the rent.

- (b) The tenant must pay the rent on time. If the rent is late, the housing authority may issue a written notice to end the tenancy to the tenant.
- (c) The housing authority will mail a rental statement to the tenant before the 2nd day of each month during the tenancy showing the amount of rent paid and the amount of rent owing.

Rent increase

- 4.2
- (a) Once a year the housing authority may increase the rent for the tenant. The housing authority 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 legal rent increase for the tenant. The housing authority must use the approved Notice of Rent Increase form provided in the Regulations.
 - (b) The housing authority must give the tenant three 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, including January 1st, there must be three whole months before the increase begins. In this example, the months are February, March and April, so the increase would begin on May 1st.
 - (c) The housing authority may increase the rent only in the amount set out by the Regulations. If the tenant thinks the rent increase is more than is allowed by the Regulations, the tenant may contact the Administrative Decisions Review Board.

Security deposit and pet damage deposit

- 4.3
- (a) The tenant is required to pay
 - (i) a damage deposit of \$ _____, and
 - (ii) pet damage deposit of \$ _____ for each approved pet,prior to occupancy of the rental unit, which will be reimbursed to the tenant within 15 days of the tenant vacating the rental unit subject to the tenant leaving the rental unit in the condition as required under section 11.1.
 - (b) The housing authority agrees that the security deposit and pet damage deposit must not exceed the amounts prescribed by the Regulations.
 - (c) The tenant may agree to use the security deposit and interest as rent only if the housing authority gives written consent.

Rent arrears

- 4.4 The tenant agrees that if it is in arrears for the payment of rent for two months or more
- (a) upon written request from the housing authority, the tenant will come to the housing authority office and enter into a repayment plan with the housing authority to catch up on any amount in arrears, and
 - (b) the tenant permits the housing authority to directly make deductions from the tenant's unemployment insurance payments, current employer payroll, social assistance or pension until such arrears are paid off.

PART 5 - CONDITION INSPECTIONS

Condition inspections

- 5.1 The housing authority and the 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, if a condition inspection was not completed at the start of the tenancy,
 - (c) at least annually, and
 - (d) at the end of the tenancy.
- 5.2 The housing authority and tenant may agree on a different day for the condition inspection.
- 5.3 The right of the housing authority to claim against a security deposit or pet damage deposit, or both, for damage to the rental unit is extinguished if the housing authority does not perform inspections pursuant to subsections 5.1(a) to 5.1(d).
- 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 subsections 5.1(a) to 5.1(d).

PART 6 - HOUIING AUTHORITY'S ENTRY INTO RENTAL UNIT

Tenant's use of rental unit

- 6.1 For the duration of the tenancy, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbances and exclusive use of the rental unit.

Housing authority's permission to enter rental unit

- 6.2 The housing authority 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 housing authority gives the tenant a written notice that states the following:
 - (i) the purpose for entering, which must be reasonable; and
 - (ii) the date and the 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 housing authority 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 housing authority has an order of a dispute resolution officer or court saying the housing authority may enter the rental unit; or
 - (f) the housing authority is providing housekeeping or related services and the entry is for that purpose and at a reasonable time.

Monthly entry

- 6.3 (a) The housing authority may inspect the rental unit monthly if done in accordance with section 6.2(a).
- (b) If the housing authority enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Administrative Decisions Review Board seeking an order to change the locks, keys or other means of access to the rental unit and prohibit the housing authority 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 housing authority.

PART 7 - ENDING THE TENANCY

Tenant ending tenancy

- 7.1 (a) The tenant may end the tenancy by giving the housing authority 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 housing authority receives written notice on or before April 30th.

- (b) A notice from the tenant to end the tenancy must be in writing and must include the following:
 - (i) the address of the rental unit;
 - (ii) the date the tenancy is to end;
 - (iii) dated signatures of all adult tenants occupying the rental unit; and
 - (iv) the specific grounds for ending the tenancy, if the tenant is ending the tenancy because the housing authority has breached a material term of this tenancy agreement.

Housing authority ending tenancy

- 7.2 (a) The housing authority may end the tenancy only for the reasons set out in this tenancy agreement and must do so only by way of issuing the tenant a written notice to end the tenancy, which may take effect not earlier than 10 days after the notice is given unless otherwise specified in this tenancy agreement.
- (b) The housing authority may terminate the tenancy if the housing authority determines that
- (i) the rental unit is condemned as unfit for habitation,
 - (ii) the tenant's use of the rental unit is for criminal purposes,
 - (iii) the tenant is no longer ordinarily resident in the rental unit, or
 - (iv) there has been a substantive breach of this tenancy agreement.
- (c) In addition to the other reasons for ending the tenancy as set out in this tenancy agreement, the housing authority may, without reason and at its sole discretion, end the tenancy upon two months written notice to the tenant.

End of tenancy by mutual agreement

- 7.3 The tenant and the housing authority may mutually agree in writing to end this tenancy at any time.

PART 8 - CAUSE FOR EVICTION

Failure to pay rent

- 8.1 If the tenant is in arrears for rent owed and has failed to adhere to sections 4.4(a) and 4.4(b), the housing authority may issue a written notice to end the tenancy to the tenant.

Damage to rental unit

- 8.2 If the tenant wilfully damages or abuses the rental unit, the cost of repairs for such damage and abuse will be charged to the tenant and will become a debt of the tenant immediately due and payable to the housing authority. In addition, the obligation of the tenant to pay rent under this tenancy agreement will continue in such circumstances and if the tenant continues to wilfully damage or abuse the rental unit, the housing authority may issue a written notice to end the tenancy to the tenant.

Partying and loud noise

- 8.3 (a) The tenant agrees that there is to be no partying in the rental unit at any time and no loud music or noise originating from the rental unit between the hours of 11:00 p.m. to 8:00 a.m., seven days a week.
- (b) If the tenant parties, has loud music, creates noise otherwise than as permitted under this tenancy agreement, or if the housing authority receives complaints from other the housing authority tenants respecting offending behaviour of the tenant, the housing authority may issue warning letters to the tenant respecting the tenant's incidents of offending behaviour (each, a "Warning Letter").
- (c) The tenant is entitled to receive two Warning Letters without penalty but upon the occurrence and complaint of a third incident of offending behaviour, the housing authority may issue a written notice to end the tenancy to the tenant.

PART 9 - INSURANCE AND INDEMNITY

Insurance

- 9.1 (a) The housing authority must insure the rental unit against foreseeable risks and perils, including fire, wind, storm, tsunami and earthquake, for the full replacement value.
- (b) The tenant may maintain tenant's insurance in respect of the rental unit on such terms as the tenant considers appropriate; provided that, for certainty, the housing authority is not liable for any damage to or loss of the tenant's personal belongings, any personal liability the tenant incurs as a result of his or her use and occupation of the rental unit or any other matter typically covered in tenant's insurance.

Insurance deductibles

- 9.2 The housing authority and the tenant agree that, for insurance maintained by the housing authority in accordance with section 9.1(a),
- (a) 100% of any deductible amount will be charged to the tenant for claims resulting from wilful damage/vandalism to the rental unit by the tenant, and

- (b) 100% of the deductible amount will be paid by the housing authority for claims resulting from accidental damages caused by uncommon occurrences to the rental unit.

Indemnity by tenant

- 9.3 The tenant indemnifies and saves the housing authority harmless for all liabilities, fines, suits, and claims of any kind for which the housing authority may be liable or suffer by reason of the tenant's occupancy of the rental unit during the tenancy.

PART 10 - USE AND MAINTENANCE

Right acquired

- 10.1 (a) Subject to subsection (b), the tenant is entitled to use and occupy the rental unit for the duration of the tenancy, including any renewal of this tenancy agreement, for residential purposes only.
- (b) The tenant may apply to the housing authority for permission to carry out a non-residential use in the rental unit in accordance with section 10.2 of the Act.

Reasonable wear and tear

- 10.2 The tenant is not responsible for reasonable wear and tear to the rental unit.

Alterations

- 10.3 The tenant must not alter the rental unit or allow the rental unit to be altered without obtaining the prior written approval of the housing authority and complying with all applicable law.

Repairs

- 10.4 (a) The tenant's maintenance obligations for the rental unit include the following:
- (i) the tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and is responsible for the general upkeep of the rental unit (including minor repairs and replacements, such as light bulbs, minor damage to drywall, carpet cleaning, etc.);
 - (ii) the tenant will not mark or deface the interior or exterior walls or floors of the rental unit;
 - (iii) the tenant will not make any alterations or improvements to the rental unit without prior written consent of the housing authority and any alterations/improvements will become the property of the housing authority;

- (iv) the tenant will not change locks or other means of access to the rental unit unless the housing authority consents in writing;
 - (v) the tenant is to report any or all damages to the housing authority and all requests for repair/maintenance service must be directed to the housing authority office; and
 - (vi) the tenant must take the necessary steps to repair damage to the rental unit caused by the actions or neglect of the tenant or a person permitted on the rental unit by the tenant.
- (b) If the tenant does not comply with its obligation to maintain the rental unit under subsection 10.4(a), the housing authority may, at its option, issue a written notice to end the tenancy to the tenant and may carry out such actions as necessary to bring the rental unit to the required standard of health, cleanliness and sanitary condition, with the cost of carrying out such actions, in any event, becoming a debt due and payable by the tenant to the housing authority.
- (c) The housing authority's maintenance obligations for the rental unit are as follows:
- (i) the housing authority will provide and maintain the rental unit in a reasonable state of decoration and repair, suitable for occupation by the tenant and the housing authority will comply with health, safety and housing standards required by law; and
 - (ii) if the housing authority is required to make a repair to comply with the above obligations, the tenant may discuss it with the housing authority.
- (d) Emergency repairs:
- (i) The housing authority must post and maintain in a conspicuous place on the rental unit, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.
 - (ii) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the housing authority reasonable time to complete the repairs.
 - (iii) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the housing authority, provided a statement of account and receipts are given to the housing authority. If the housing authority does not reimburse the tenant as required, the tenant may deduct the cost from rent. The housing authority may take over completion of the emergency repairs at any time.

- (iv) Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the rental unit and are limited to repairing
 - (A) major leaks in pipes or the roof,
 - (B) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (C) the primary heating system,
 - (D) damaged or defective locks that give access to a rental unit, or
 - (E) the electrical systems.

Locks

- 10.5 Subject to the right of the housing authority to change locks or other means of access to the rental unit at the end of the tenancy, the housing authority must not change locks or other means of access to the rental unit unless the housing authority provides each tenant with new keys or other means of access to the rental unit.

PART 11 - VACATING OF RENTAL UNIT

Vacating the rental unit

- 11.1 (a) The tenant must vacate the rental unit in accordance with any notice to end the tenancy.
- (b) At the end of the tenancy, as either initiated by the housing authority or the tenant, the rental unit must be left in a healthy, clean and sanitary condition and the tenant will be charged for any additional cleaning required to bring the rental unit to such standard.
- (c) At the end of the tenancy, the tenant will give all keys to the rental unit to the housing authority.
- (d) The tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends, unless the housing authority and the tenant otherwise agree.

Meaning of “clean”

- 11.2 For the purposes of this tenancy agreement, “clean” means the following:
- (a) rugs vacuumed and shampooed, stains removed;
 - (b) floors swept and mopped;
 - (c) all walls washed and patched as needed;

- (d) all electric bulbs functioning and in place;
- (e) all fixtures whole and undamaged;
- (f) refrigerator and racks washed inside and outside;
- (g) refrigerator freezer defrosted, if applicable;
- (h) range cleaned of all grease inside and outside;
- (i) all fuses in working order;
- (j) garbage removed from the main living area, cupboards, closets, basement, crawl spaces and outside yard;
- (k) washer and dryer cleaned inside and outside; and
- (l) no debris under or behind any appliances.

Housing authority's right to enter

- 11.3 Upon termination of the tenancy, the housing authority or its agent may re-enter the rental unit, or any part of it, and thereafter regain vacant possession the rental unit and have, possess and enjoy the rental unit as if this tenancy agreement has not been made.

If tenant has not vacated rental unit

- 11.4 If the tenant has not vacated the rental unit by the appointed time, the housing authority may enter the rental unit and change the locks and remove all personal belongings of the tenant at the expense of the tenant.

Unmoved belongings

- 11.5 The housing authority may charge the tenant a reasonable amount for the storage of any personal belongings of the tenant and may dispose of such personal belongings without any recourse by the tenant after 90 days of storage.

PART 12 - DEFAULT

Default

- 12.1 A substantive breach of this tenancy agreement by the tenant, by failing to perform or observe any substantive covenant hereunder or by doing anything contrary to a substantive term of this tenancy agreement, gives the housing authority the right to declare the tenancy terminated by issuing a written notice to end the tenancy to the tenant.

No right of re-entry

- 12.2 Upon termination of the tenancy the tenant's rights hereunder will absolutely cease along with the right of re-entry and any other right to further acts or legal proceedings.

PART 13 - GENERAL PROVISIONS

Joint and several

- 13.1 If there is more than one tenant, the obligations of the tenant under this tenancy agreement are joint and several.

Assign or Sublet / Non-transferrable

- 13.2 (a) The tenant may not transfer by any means his or her right to use and occupy the rental unit.
- (b) The tenant may not pass in a will his or her right to use and occupy the rental unit.
- (c) The tenant may sublet his or her rental unit to another person in accordance with the Act and the Regulations.

No smoking

- 13.3 No smoking is permitted in the rental unit.

Dispute resolution

- 13.4 Disputes under this tenancy agreement will be resolved as provided under the Administrative Decisions Review Act.

Modification

- 13.5 (a) Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the housing authority and the tenant. If a change is not agreed to in writing, is not initialed by both the housing authority and the tenant or is unconscionable, it is not enforceable.
- (b) The requirement for agreement under subsection (a) does not apply to the following:
- (i) a rent increase given in accordance with the Regulations;
 - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Regulations; or
 - (iii) a term in respect of which the housing authority or tenant has obtained an order that the agreement of the other is not required.

Housing authority to give tenancy agreement to tenant

13.6 The housing authority must give the tenant a copy of this tenancy agreement promptly, and in any event within 21 days of entering into the tenancy agreement.

Time

13.7 Time shall be of the essence of this tenancy agreement.

IN WITNESS WHEREOF the parties have executed this tenancy agreement as of and with effect from the date first above written.

TOQUAHT HOUSING AUTHORITY CORPORATION

Per: _____
Authorized Signatory

TENANT(S)

Name: _____ (last name) _____ (first and middle)

Signature: _____

Name: _____ (last name) _____ (first and middle)

Signature: _____

SCHEDULE 4.1 – FORM OF AGREEMENT TO SUBLET

**TOQUAHT NATION
HOUSING AUTHORITY**

AGREEMENT TO SUBLET



TOQUAHT NATION GOVERNMENT
RENTAL HOUSING REGULATION TNR 2/2013
OFFICIAL CONSOLIDATION – CURRENT TO APRIL 25, 2017

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AGREEMENT TO SUBLET

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TOQUAHT NATION HOUSING AUTHORITY
AGREEMENT TO SUBLET

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AGREEMENT TO SUBLET

THIS AGREEMENT TO SUBLET is made as of and with effect from
_____, 20____.

BETWEEN:

TOQUAHT HOUSING AUTHORITY CORPORATION

(the "housing authority")

OF THE FIRST PART

AND:

(individually, or if more than one individual, together as, the "tenant")

OF THE SECOND PART

AND:

(individually, or if more than one individual, together as, the "subtenant")

OF THE THIRD PART

WHEREAS:

- A. By a tenancy agreement dated _____, 20____ (the "tenancy agreement"), which is attached as Schedule A, the housing authority rented certain Toquaht housing to the tenant (the "rental unit") upon and subject to the terms of the tenancy agreement.
- B. The housing authority has consented to the tenant subletting the rental unit, and the housing authority and tenant have agreed as to the suitability of the subtenant to sublet the rental unit.

- C. The housing authority, the tenant and the subtenant have agreed to enter into this sublet agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements contained in this sublet agreement, the parties covenant and agree with each other as follows:

PART 1 - APPLICATION AND APPLICABLE LAW

Application of the Housing Authority Act

- 1.1 The terms of this sublet agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Toquaht Nation Housing Authority Act (the "Act") or a regulation made under that Act (the "Regulations"). In the event of an inconsistency between the Act and this sublet agreement, the Act prevails.

Applicable law

- 1.2 The laws of Toquaht Nation apply to this sublet agreement and, for certainty but subject to the Act, the Residential Tenancy Act (British Columbia) applies to rental units and this sublet agreement.

Paramountcy of tenancy agreement

- 1.3 The subtenant acknowledges and agrees that it has no greater interest in the rental unit than the tenant under the tenancy agreement. To the extent that any right or benefit conferred by this sublet agreement contravenes or is incompatible with the tenancy agreement, such right or benefit will be amended or modified so as not to contravene or be incompatible with the tenancy agreement.

PART 2 - SCHEDULES AND DEFINITIONS

Schedules

- 2.1 The Schedules which form part of this sublet agreement are:
- (a) Schedule A – Tenancy agreement

Defined terms

- 2.2 Capitalized terms used in this sublet agreement will have the meanings ascribed to them in the tenancy agreement unless otherwise defined in this sublet agreement.

PART 3 - GRANT OF SUBLET

Grant of sublet

- 3.1 (a) The housing authority consents to the sublet of the rental unit by the tenant to the subtenant for the period of (month) _____, 20__ to (month) _____, 20__, or as otherwise terminated in accordance with this sublet agreement (the "sublet term").
- (b) Subject to the consent of the housing authority, the subtenant sublets the rental unit from the tenant for the sublet term subject to the terms and conditions contained in this sublet agreement.

Condition inspection

- 3.2 (a) The parties will conduct condition inspections in accordance with Part 5 of the tenancy agreement prior to the occupancy of the rental unit by the subtenant and at the end of the sublet term.
- (b) Any items of concern relating to the inspection identified by the subtenant or the housing authority upon the initial occupancy inspection and approved by the housing authority, acting reasonably, will be remedied by the housing authority prior to move in and in any event prior to three months after the beginning of the sublet term.
- (c) Any damage, including wilful damage, identified as being the responsibility of the tenant to remedy will be remedied by the tenant prior to move in by the subtenant and in any event prior to three months after the beginning of the sublet term.

Good financial standing

- 3.3 The subtenant will maintain good financial standing with the housing authority during the sublet term.

End of sublet term

- 3.4 (a) At the end of the sublet term the subtenant will vacate the rental unit in accordance with the terms and conditions of the tenancy agreement relating to ending the tenancy and vacating the rental unit.
- (b) Where the sublet term has been terminated and the tenant is not immediately re-occupying the rental unit, the tenant and the housing authority may enter into a sublet agreement for the applicable rental unit with another subtenant. If another subtenant is not available to enter into such an agreement, the tenant is responsible for the rent and must re-occupy the rental unit within three months of the end of the sublet term, otherwise the housing authority may deliver the tenant a notice to end the tenancy.

PART 4 - USE OF RENTAL UNIT AND OCCUPANTS

Use

- 4.1** (a) Subject to subsection (b), the subtenant covenants and agrees with the housing authority and the tenant that the rental unit will not be used for any purpose except that of a residential dwelling.
- (b) The subtenant may apply to the housing authority for permission to carry out a non-residential use in the rental unit in accordance with section 10.2 of the Act.

Occupants

- 4.2** (a) The subtenant agrees that the following persons will be the only permanent occupants of the rental unit during the sublet term. The subtenant may in writing request other persons to be added as permanent occupants of the rental unit, such consent not to be unreasonably withheld by the housing authority. If the number of occupants in the rental unit is unreasonable, the housing authority may discuss the issue with the subtenant and the housing authority may, at its discretion, issue a notice in writing to end the tenancy to the subtenant.
- (b) Provide full names of all adult occupants (19 years or older) to occupy the rental unit:

Name	Name

- (c) Provide full names of all minor occupants (less than 19 years) and their ages to occupy the rental unit:

Name	Age	Name	Age

PART 5 - RENT

Rent

- 5.1 The subtenant agrees to pay the rent of the tenant for the rental unit to the housing authority as set out in the tenancy agreement in the sum of \$ _____ per month (the "rent").

Security deposit and pet damage deposit

- 5.2 (a) The subtenant is required to pay
- (i) a damage deposit of \$ _____, and
 - (ii) pet damage deposit of \$ _____ for each approved pet,
- prior to occupancy of the rental unit, which will be reimbursed to the subtenant within 15 days of the subtenant vacating the rental unit subject to the subtenant leaving the rental unit in the condition as required under section 11.1 of the tenancy agreement.
- (b) The housing authority agrees that the security deposit and pet damage deposit must not exceed the amounts prescribed by the Regulations.
- (c) The subtenant may agree to use the security deposit and interest as rent only if the housing authority gives written consent.

Payments

- 5.3 (a) All payments required to be made to the housing authority pursuant to this sublet agreement will be made at the address of the housing authority as set out in the tenancy agreement.
- (b) All costs incurred by the housing authority in collecting any amounts payable under this sublet agreement or enforcing any right or obligation of the housing authority under the tenancy agreement during the sublet term is payable by the subtenant on demand and will be deemed to be rent for all purposes from the date demand is made.

PART 6 - COVENANTS AND ACKNOWLEDGMENTS

Rent arrears

- 6.1 The subtenant agrees that if it is in arrears for the payment of rent for two months or more

- (a) upon written request from the housing authority, the subtenant will come to the housing authority office and enter into a repayment plan with the housing authority to catch up on any amount in arrears, and
- (b) the subtenant permits the housing authority to directly make deductions from the subtenant's unemployment insurance payments, current employer payroll, social assistance or pension until such arrears are paid off.

Subtenant's covenants

- 6.2** The subtenant acknowledges having received and read a copy of the tenancy agreement and covenants and agrees with the housing authority and the tenant
- (a) to perform all of the obligations of the tenant under the tenancy agreement and to be bound by the terms of the tenancy agreement, in each case as they relate to this sublet agreement, for the sublet term,
 - (b) to pay rent and perform all of the obligations of the subtenant under this sublet agreement, and
 - (c) not to do or omit to do any act in or around the rental unit that would cause a breach of the tenant's obligations as tenant under the tenancy agreement.

Tenant's covenants

- 6.3** Subject to the housing authority consenting to this sublet agreement and the due performance by the subtenant of its obligations in this sublet agreement, the tenant covenants and agrees with the subtenant to perform all of the obligations of the tenant under this sublet agreement.

PART 7 - DEFAULT AND TERMINATION

Termination

- 7.1** The subtenant and the housing authority may terminate this sublet agreement as permitted in the tenancy agreement.

Subtenant's default

- 7.2**
- (a) If the subtenant fails to perform any of its obligations in this sublet agreement or the tenancy agreement (a "default"), the housing authority will give the subtenant the same opportunities to remedy the default as the tenant would be permitted under the tenancy agreement.
 - (b) If the subtenant is in default, both the subtenant and the tenant will be notified by the housing authority.

Termination by default

- 7.3 (a) If the subtenant does not remedy a default in accordance with the requirements of this sublet agreement and the tenancy agreement, the housing authority may deliver to the subtenant a notice to end the tenancy under this sublet agreement, with a notice of such delivery sent to the tenant.
- (b) If this sublet agreement is terminated, the subtenant is responsible for all costs associated with the termination of this sublet agreement, including any rent outstanding, repairs and cleaning charges.

Tenant's responsibility on termination of sublet

- 7.4 (a) If this sublet agreement is terminated, the tenant is immediately responsible for the tenant's obligations under the tenancy agreement.
- (b) If the subtenant does not pay the costs under subsection 7.3(b) as required,
- (i) the tenant is responsible for paying such costs within 30 days of a notice delivered from the housing authority to the tenant to pay such costs, and
 - (ii) if such costs remain unpaid, the tenant will be considered in default of the tenancy agreement and will be issued a notice to end the tenancy.

Effect of default on status of subtenant

- 7.5 (a) Neither the subtenant nor the tenant will be considered in good financial standing with the housing authority until such costs under subsection 7.3(b) are paid.
- (b) The subtenant will not be eligible for any Toquaht housing until the costs under subsection 7.3(b) are paid to the housing authority, who will then reimburse the tenant for any amount owed to the tenant by the subtenant.
- (c) If the tenant pays the costs under subsection 7.3(b) on behalf of the tenant, the tenant will be considered in good financial standing with the housing authority on such matters, but the subtenant will not be considered in such good standing until such time as the amount owing is paid by the subtenant through the housing authority to the tenant.

PART 8 - MISCELLANEOUS

Modifications

- 8.1 (a) Any change or addition to this sublet agreement must be agreed to in writing and initialled by the housing authority, the tenant and the subtenant. If a change is not agreed to in writing or is not initialled by the housing authority, the tenant and the subtenant, it is not enforceable.

- (b) The requirement for agreement under section 8.1 does not apply to the following:
 - (i) a rent increase given in accordance with the Regulations;
 - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Regulations; or
 - (iii) a term in respect of which the housing authority, tenant or subtenant has obtained an order that the agreement of the other is not required.

Dispute resolution

8.2 Disputes under this sublet agreement will be resolved as provided under the Administrative Decisions Review Act.

Non-transferrable

- 8.3** (a) The subtenant may not transfer by any means his or her right to use and occupy the rental unit.
- (b) The subtenant may not pass in a will his or her right to use and occupy the rental unit.
- (c) The subtenant may not sublet the rental unit.

Successors and assigns

8.4 Except as otherwise provided in this sublet agreement, all of the rights and obligations of a party enure to the benefit of and are binding upon the successors and assigns of that party.

Further assurances

8.5 Each party agrees to execute such further assurances as may be reasonably required from time to time by any other party to more fully effect the true intent of this sublet agreement.

Entire agreement

8.6 This sublet agreement and the tenancy agreement supersedes all prior negotiations, representations and agreements between the parties relating in any way to the rental unit. The parties agree that there are no representations, covenants, agreements, warranties, or conditions in any way relating to the subject matter of this sublet agreement or the occupation or use of the rental unit, whether express or implied, or otherwise, except as provided in this sublet agreement and the tenancy agreement.

Waiver

8.7 No waiver by the tenant or housing authority of a condition or the performance of an obligation of the subtenant under this sublet agreement binds the tenant or housing authority unless the waiver is in writing and executed by the tenant or housing authority, and no waiver given by the tenant or housing authority will constitute a waiver of any other condition or performance by the subtenant of the subtenant's obligations under this sublet agreement in any other case.

Governing law

8.8 This sublet agreement will be governed in accordance with laws applicable on Toquaht lands and in the province of British Columbia and the parties irrevocably submit to the jurisdiction of the courts of British Columbia.

Housing authority to give sublet agreement to subtenant and tenant

8.9 The housing authority must give the subtenant and tenant a copy of this sublet agreement promptly and in any event within 21 days of entering into this sublet agreement.

Time

8.10 Time shall be of the essence of this sublet agreement.

IN WITNESS WHEREOF the parties have executed this sublet agreement as of and with effect from the date first above written.

TOQUAHT HOUSING AUTHORITY CORPORATION

Per: _____
Authorized Signatory

SUBTENANT(S)

Name: _____ (last name) _____ (first and middle)

Signature: _____

Name: _____ (last name) _____ (first and middle)

Signature: _____

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TOQUAHT NATION HOUSING AUTHORITY
AGREEMENT TO SUBLET

TENANT(S)

Name: _____ (last name) _____ (first and middle)

Signature: _____

Name: _____ (last name) _____ (first and middle)

Signature: _____

01110244

Schedule A
Tenancy Agreement

[See attached]

01110244

SCHEDULE 5 – OFFENCES AND PENALTIES

A Provision	B Contravention	C Penalty	D Discounted Penalty	E Surcharge amount
Part 8	Housing Allocation			
8.7(b)	Occupation by eligible individual of allocated Toquaht social housing prior to the withdrawal, resolution or dismissal of a review request made under section 8.6(a) relating to the allocation of that Toquaht social housing.	\$500	\$300	\$7500
Part 10	Tenant's Rights and Restrictions			
10.1	Use by tenant of Toquaht housing for non- residential purposes without authorization.	\$1,000	\$750	\$1,500
10.2(a)	Transfer by tenant of right to use and occupy the tenant's Toquaht housing without authorization.	\$1,000	\$750	\$1,500
10.2(c)	Sublet by tenant of the tenant's Toquaht housing without authorization.	\$1,000	\$750	\$1,500
10.5	Failure by tenant to obtain written approval for alteration to the tenant's Toquaht housing.	\$1,000	\$750	\$1,500
Part 11	Spousal Tenancy Rights			
11.5(e)	Failure of the tenant to immediately give up exclusive possession of the family home to the spouse, upon termination of tenant's tenancy agreement.	\$500	\$300	\$750
11.7(a)	Interference with a spouse's entitlement to exclusive possession under 11.5(e).			
Part 14	General Provisions			
14.3	Making by an individual of a false representation, committal of a fraud or knowing concealment of a material fact in order to (i) be assessed as an eligible individual under Part 7, (ii) be allocated Toquaht social housing under Part 8, or (iii) receive a housing subsidy under Part 13.	\$1,000	\$750	\$1,500

LEGISLATIVE HISTORY

Rental Housing Regulation TNR 2/2013 enacted March 12, 2013

Amendments

Section	Amendment	In Force
2.2(a)	TNS 8/2014, s.4.18(a)	June 10, 2014
2.10(a)(ii)	TNS 8/2014, s.4.18(b)	June 10, 2014
1.2(d)	TNO 01/2016, s.1(a)	January 11, 2016
1.2(e)	TNO 01/2016, s.1(b)	January 11, 2016
1.2(g)	TNO 01/2016, s.1(c)	January 11, 2016
1.2(j)	TNO 01/2016, s.1(d)	January 11, 2016
1.3(a)	TNO 01/2016, s.1(e)	January 11, 2016
1.3(b)	TNO 01/2016, s.1(f)	January 11, 2016
2.2(b)(iii)	TNO 01/2016, s.1(g)	January 11, 2016
2.2(b)(iv)	TNO 01/2016, s.1(h)	January 11, 2016
2.2(c)(ii)	TNO 01/2016, s.1(i)	January 11, 2016
3.1	TNO 01/2016, s.1(j)	January 11, 2016
Form HA-4	TNO 01/2016, s.1(k)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(i)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(ii)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(iii)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(iv)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(v)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(vi)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(vii)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(viii)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(ix)	January 11, 2016
Schedule 5	TNO 01/2016, s.1(l)(x)	January 11, 2016
Schedule 5	TNO 02/2016, s.1(a)	January 12, 2016
Schedule 5	TNO 02/2016, s.1(b)	January 12, 2016
1.2(d)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(e)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(g)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(h)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(h.1)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(h.2)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2(j)	TNR 1/2017, s.2.1(a)	April 25, 2017
1.2 [s/b 1.3]	TNR 1/2017, s.2.1(b)	April 25, 2017
1.2(b) [s/b1.3]	TNR 1/2017, s.2.1(b)	April 25, 2017
2.1	TNR 1/2017, s.2.2(a)	April 25, 2017

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2.2(b)(iii)	TNR 1/2017, s.2.2(b)	April 25, 2017
2.2(b)(iv)	TNR 1/2017, s.2.2(b)	April 25, 2017
2.2(b)(vii)	TNR 1/2017, s.2.2(b)	April 25, 2017
2.2(c)	TNR 1/2017, s.2.2(b)	April 25, 2017
2.4	TNR 1/2017, s.2.2(c)	April 25, 2017
2.6(b)	TNR 1/2017, s.2.2(d)	April 25, 2017
2.7(b)(ii)	TNR 1/2017, s.2.2(e)	April 25, 2017
2.14	TNR 1/2017, s.2.2(f)	April 25, 2017
Form HA-1 Schedule 1	TNR 1/2017, s.2.3(a)	April 25, 2017
Form HA-3 Schedule 1	TNR 1/2017, s.2.3(b)	April 25, 2017
Pet Policy Schedule 1	TNR 1/2017, s.2.3(c)	April 25, 2017
Schedule 3	TNR 1/2017, s.2.3(d)	April 25, 2017
Schedule 4	TNR 1/2017, s.2.3(e)	April 25, 2017
Schedule 4.1	TNR 1/2017, s.2.3(f)	April 25, 2017
Schedule 5	TNR 1/2017, s.2.3(g)	April 25, 2017

Acts:

TNS 8/2014 Enforcement Framework Amendment Act No. 2 enacted June 10, 2014

Regulations:

TNR 1/2017 Rental Housing Regulation Amendment Regulation enacted April 25, 2017

Orders:

TNO 01/2016 Order of the Law Clerk enacted January 11, 2016

TNO 02/2016 Order of the Law Clerk enacted January 12, 2016