

**TOQUAHT NATION GOVERNMENT**

**Enacted under the Housing Act section 12.1**

**HOUSING REGULATION**

**TNR 4/2019**



This regulation enacted on June 11, 2019

Signed *Anne Mack*  
Anne Mack, ha?wil of the Toquaht Nation

DEPOSITED IN THE  
REGISTRY OF LAWS AND  
OFFICIAL RECORDS

ON 2019/06/11

*Kristen Johnson*

Signature of Law Clerk



**TABLE OF CONTENTS**

**PART 1 - INTRODUCTORY PROVISIONS.....5**

    Short title .....5

    Application .....5

    Definitions .....5

**PART 2 - PRESCRIBED MATTERS.....7**

    Eligibility criteria.....7

    Forms.....7

    Assessment of allocation applications .....8

    Security deposit and pet damage deposit.....8

    Tenancy agreement.....9

    Changes to tenancy agreement .....10

    What happens if a tenant does not leave when tenancy ended .....11

    Condition inspection.....11

    Subletting.....12

    Designation of Toquaht housing.....13

**PART 3 - FORM PREPARATION AND COMPLETION .....15**

    Completion of housing form.....15

    Abbreviations .....15

    English language .....15

**PART 4 - PETS.....17**

    Application .....17

    Purpose .....17

    Definitions .....17

    Allowed pets.....17

    Approval process.....18

    Terms and conditions .....18

**PART 5 - ENFORCEMENT .....21**

    Compliance Notice and Ticket Regulation amendment .....21

    Separate offence each day of contravention .....21

    Deemed knowledge of tenant .....21

**SCHEDULE 1 – HOUSING FORMS.....23**

    HA-1 – Eligibility Application .....25

    HA-2 – Allocation Application .....28

    HA-3 – Application for Spousal Tenancy .....32

    HA-4 – Condition Inspection .....35

    HA-5 – Notice of Rent Increase .....39

**SCHEDULE 2 –DEPOSITS .....41**

**SCHEDULE 3 – HOUSING ALLOCATION ASSESMENT .....42**

**SCHEDULE 4 – FORM OF TENANCY AGREEMENT.....44**

**SCHEDULE 5 – FORM OF AGREEMENT TO SUBLET.....62**

**SCHEDULE 6 – TICKETABLE OFFENCES.....77**



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## PART 1 - INTRODUCTORY PROVISIONS

### Short title

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

### Application

**1.2** This regulation establishes the

- (a) maximum household income threshold required under section 5.1 of the Act,
- (b) form of eligibility application required under section 5.2 of the Act,
- (c) form of allocation application required under section 6.2 of the Act,
- (d) form of application for spousal tenancy under section 9.4 of the Act,
- (e) manner in which the housing forms must be completed,
- (f) manner in which applications for allocation of Toquaht social housing are to be assessed under section 6.3 of the Act,
- (g) form of tenancy agreement and supporting housing forms under section 8.1 of the Act,
- (h) circumstances in which Toquaht housing may be sublet under 8.7 of the Act,
- (i) form of agreement to sublet under section 8.7 of the Act,
- (j) offences and penalties under section 12.3 of the Act.

### Definitions

**1.3** (a) In this regulation:

“Act” means the Housing Act;

“applicant” means an individual who makes an application under section 5.2, 6.2 or 9.4 of the Act, as the case may be;

“Housing Committee” means the committee established under section 3.1 of the Act;

“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 2.5(b).

- (b) In this regulation, words or expressions defined in Part 9 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 9 of the Act, with necessary changes in the details.

**PART 2 - PRESCRIBED MATTERS**

**Eligibility criteria**

- 2.1** (a) For the purposes of section 5.1(b) of the Act, the prescribed amount of the total maximum combined household income for an applicant is as follows:
- (i) for a bachelor suite or one-bedroom rental unit \$33,000 before tax;
  - (ii) for a two-bedroom rental unit: \$35,500 before tax;
  - (iii) for a three-bedroom rental unit: \$48,500 before tax; and
  - (iv) for a rental unit with more than three bedrooms: \$52,000 before tax.
- (b) Despite subsection (a), regardless of the combined household income of an applicant, an individual is only eligible to rent Toquaht social housing if his or her application meets the following occupancy standard:

	Minimum number of occupants in the rental unit	Maximum number of occupants in the rental unit
Bachelor suite or one-bedroom rental unit	1	2
Two-bedroom rental unit	1	4
Three-bedroom rental unit	2	6
Four-bedroom rental unit	3	8
Five-bedroom rental unit	4	10
Six-bedroom rental unit	5	12

- (c) In exceptional circumstances the Housing Committee may vary the minimum or maximum number of occupants per unit of Toquaht social housing.

**Forms**

- 2.2** (a) The forms numbered HA-1 to HA-5 in Schedule 1 are prescribed for the purposes of the Act.
- (b) A housing form that is

- (i) an eligibility application under section 5.2 of the Act must be in Form HA-1,
  - (ii) an allocation application under section 6.2 of the Act must be in Form HA-2,
  - (iii) an application for spousal tenancy under section 9.4 of the Act must be in Form HA-3,
  - (iv) a condition inspection report under section 2.8 must be in Form HA-4, and
  - (v) a notice of rent increase under section 8.2 of the Act must be in Form HA-5.
- (c) 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.

### **Assessment of allocation applications**

**2.3** The Housing Committee must assess each application for allocation of Toquaht social housing by assigning points in accordance with Schedule 3.

### **Security deposit and pet damage deposit**

- 2.4**
- (a) A tenant must pay a security deposit at the rates and as calculated in accordance with Schedule 2.
  - (b) Subject to subsection (c), if the Housing Committee approves a tenant's request for a pet to reside in his or her Toquaht housing, the tenant must pay a pet damage deposit at the rates and as calculated in accordance with Schedule 2.
  - (c) Service dog owners are exempt from the pet damage deposit requirement.
  - (d) Unless otherwise specified, a person who is required to provide a security deposit or pet damage deposit may provide the deposit by
    - (i) cash,
    - (ii) e-transfer to [finance@toquaht.ca](mailto:finance@toquaht.ca),
    - (iii) cheque, or
    - (iv) money order.



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## Tenancy agreement

- 2.5** (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 Toquaht Nation;
  - (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 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 Toquaht Nation'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 Committee must ensure that a tenancy agreement is
- (i) in writing,
  - (ii) signed and dated by both the Toquaht Nation, as represented by the Housing Committee, and the tenant, and
  - (iii) written so as to be easily read and understood by a reasonable person.
- (d) Within 21 days after the Toquaht Nation, as represented by the Housing Committee, and the tenant enter into a tenancy agreement, the Housing Committee must give the tenant a copy of the agreement.

### **Changes to tenancy agreement**

- 2.6** (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 Committee 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 section 8.2 of the Act;
    - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with section 8.13 of the Act; and
    - (iii) a term in respect of which the Toquaht Nation or tenant has obtained an order of the Administrative Decisions Review Board or an order under the Residential Tenancy Act (British Columbia) that the agreement of the other is not required.

### **What happens if a tenant does not leave when tenancy ended**

- 2.7** (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 Committee 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 Committee 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 Committee is entitled to claim compensation from an overholding tenant under subsection (c) and a new tenant brings proceedings against the Housing Committee to enforce his or her right to possess or occupy the applicable Toquaht housing that is occupied by the overholding tenant, the Housing Committee may apply to add the overholding tenant as a party to the proceedings.

### **Condition inspection**

- 2.8** (a) The housing and infrastructure manager 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.

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- (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 and infrastructure manager, 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 and infrastructure manager must not accept an appointment or act as the tenant's agent for the purposes of subsection (b).

### **Subletting**

- 2.9**
- (a) An agreement to sublet under section 8.7 of the Act must be substantially in the form set out in Schedule 5 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 housing if
    - (i) the tenant makes a written request to the Housing Committee to sublet the applicable Toquaht housing,
    - (ii) the Housing Committee 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 housing;
      - (B) the tenant is attending an educational program that requires the tenant to no longer be ordinarily resident in the Toquaht housing;
      - (C) the tenant is required to work in a location that requires the tenant to no longer be ordinarily resident in the Toquaht housing; or
      - (D) other conditions exist that require the tenant to no longer be ordinarily resident in the Toquaht housing,
    - (iii) the Housing Committee has approved the request of the tenant to sublet the applicable Toquaht housing,
    - (iv) the tenant and the Housing Committee agree, acting reasonably, on the individual who will sublet the applicable Toquaht housing from the tenant,
    - (v) the tenant is in good financial standing with the Toquaht government, and

- (vi) the tenant and the individual agreed upon under paragraph (iv) enter into an agreement to sublet with the Toquaht Nation, as represented by the Housing Committee, for the applicable Toquaht housing.

**Designation of Toquaht housing**

- 2.10** For the purposes of section 4.1(b) of the Act, the Housing Committee must designate a minimum of 40% of Toquaht housing as 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 or in electronic form suitable for printing on that size paper.
- (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 - PETS

### Application

4.1 This Part applies to all Toquaht housing.

### Purpose

4.2 The purpose of this Part is to prescribe

- (a) the types of pets allowed in Toquaht housing,
- (b) the approval process for pets in Toquaht housing, and
- (c) the terms and conditions on which pets may be kept in Toquaht housing.

### Definitions

4.3 In this Part,

“pet owner” includes the tenant of the applicable unit of Toquaht housing.

### Allowed pets

4.4 Subject to this Part, the following types of pets are allowed in Toquaht housing:

- (a) dogs,
- (b) cats,
- (c) rabbits,
- (d) rodents,
- (e) birds,
- (f) reptiles, and
- (g) fish.

4.5 Unless otherwise approved by the Housing Committee 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.

4.6 The following pets are not allowed in Toquaht housing:

- (a) animals prohibited by law to be kept as pets, and
- (b) pets that, in the opinion of the Housing Committee acting reasonably, are a threat to other tenants, Toquaht Nation staff or service providers of the Toquaht Nation.

**4.7** Acceptability of any pet is at the sole discretion of the Housing Committee. Written appeals, which must include pictures of the pet, can be made to the director who has absolute and final jurisdiction regarding pet acceptability.

**4.8** Pet owners are liable for any damage done to the applicable unit of Toquaht housing, common areas or grounds and are liable for physical harm done to anyone caused by their pet.

### **Approval process**

- 4.9**
- (a) A tenant must
    - (i) obtain the approval of the Housing Committee prior to keeping a pet in his or her Toquaht housing, and
    - (ii) if the Housing Committee approves a tenant's request for a pet to reside in his or her Toquaht housing, pay a pet damage deposit in accordance with this regulation.
  - (b) A tenant must provide the Housing Committee any information that the Housing Committee considers necessary or desirable to make a decision regarding pet acceptability.
  - (c)

### **Terms and conditions**

**4.10** 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.

**4.11** The tenant must promptly advise the Housing Committee of any changes to information provided regarding a pet

- (a) on an allocation application,
- (b) on an application for Toquaht market housing, or
- (c) under section 4.9(b).

**4.12** 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.

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- 4.13** Pets must not damage Toquaht housing and damage by pets will not be construed as “normal wear and tear”.
- 4.14** If a pet has bitten, clawed or otherwise acted aggressively toward any person or other pet, the housing and infrastructure manager may require that pet to be restrained on a leash, with a muzzle or in a cage at all times when on the grounds or in common areas of Toquaht housing.
- 4.15** Dogs and cats must not be chained or tethered or left unattended anywhere on Toquaht lands.
- 4.16** All pet litter and waste must be bagged and placed directly in garbage bins and must not be placed in garbage chutes or toilets.
- 4.17** Tenant dog owners or a responsible adult must be present in the pet owner’s suite while any maintenance work is performed.
- 4.18** If evidence of fleas or ticks is found in Toquaht housing, the housing and infrastructure manager may arrange for the suite to be professionally treated and the tenant of that Toquaht housing must reimburse the Toquaht Nation for all costs associated with the treatment.
- 4.19** If an emergency exists, entry into Toquaht housing is necessary to protect life or property situation occurs (e.g. flood or abandonment) and the housing and infrastructure manager is unable to reach the tenant of that Toquaht housing,
- (a) the housing and infrastructure manager may, in his or her discretion, arrange for the SPCA to take and provide care for the tenant’s pet, and
  - (b) the tenant must reimburse the Toquaht Nation for all costs associated with the SPCA taking and providing care for the pet.



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## **PART 5 - ENFORCEMENT**

### **Compliance Notice and Ticket Regulation amendment**

- 5.1** The Compliance Notice and Ticket Regulation is amended by striking out Schedule 2-8 of that regulation and substituting Schedule 6 of this regulation.

### **Separate offence each day of contravention**

- 5.2** 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**

- 5.3** 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.



## **SCHEDULE 1 – HOUSING FORMS**

**HA-1 – Eligibility Application**

**HA-2 – Allocation Application**

**HA-3 – Application for Spousal Tenancy**

**HA-4 – Condition Inspection**

**HA-5 – Notice of Rent Increase**





**HA-1 – Eligibility Application**

<p><b>TOQUAHT NATION</b></p> <p>Housing Act and Housing Regulation Form HA-1</p> <p><b>ELIGIBILITY APPLICATION</b></p>		<p>Date received:</p> <p>File no:</p> <p><input type="checkbox"/> Good financial standing with Toquaht Nation</p> <p><i>(for housing and infrastructure manager use only)</i></p>
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I, \_\_\_\_\_ (*Name of Applicant*) hereby apply under the Housing Act for eligibility to rent Toquaht social housing.

**APPLICANT'S PERSONAL INFORMATION**

Full Name:			
Toquaht Citizen:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Date of Birth:		Current Age:	
Marital Status:	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Common-law
Phone #s:			
Mailing Address:			
Email Address:			

**SPOUSE'S PERSONAL INFORMATION** (if applicable)

Spouse's Full Name:			
Toquaht Citizen:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**DEPENDENT CHILDRENS' PERSONAL INFORMATION** (if applicable, attach list as a schedule if more than 4 children)

	Child 1	Child 2	Child 3	Child 4
Child's Full Name:				
Date of Birth:				
Toquaht Citizen:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**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? \_\_\_\_\_

Please describe the nature in which you occupy your current residence, for example live rent-free with parents, couch-surfing, single room occupancy (rent a single room in a multi-unit building with shared kitchen and bathroom), boarding (rent a single room in a house with shared kitchen and bathroom), rent an apartment or house alone or with a spouse, children or roommates

\_\_\_\_\_

**TYPE OF UNIT APPLICANT IS SEEKING (select one or more of the following)**

Bachelor suite or one-bedroom

Two-bedroom

Three-bedroom

More than three bedrooms

Have you been convicted of an indictable offence within the past 10 years?  Yes  No

**HOUSEHOLD INCOME DECLARATION**

**A. APPLICANT**

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

**B. SPOUSE (if applicable)**

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

C. OTHER RESIDENTS (complete for each other person earning income in your household, attach list as a schedule if more than 4 residents)

	Resident 1	Resident 2	Resident 3	Resident 4
Name of resident:				
Employer:				
Position:				
Full-time, part-time or other:				
Before tax annual 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: _____	<input type="checkbox"/> Other resident's tax return <input type="checkbox"/> Other resident's pay stub <input type="checkbox"/> Letter from other resident's employer <input type="checkbox"/> Other: _____

**DECLARATION**

I hereby solemnly declare that the information I have provided is complete and the contents are true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Housing Committee 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 social housing. Any additional information provided between the date of the original application and the date a decision is made regarding the applicant's eligibility is deemed to form part of the original application.

**HA-2 – Allocation Application**

<p><b>TOQUAHT NATION</b></p> <p>Housing Act and Housing Regulation Form HA-2</p> <p><b>ALLOCATION APPLICATION</b></p>		<p>Date received:</p> <p>File no:</p> <p><i>(for housing and infrastructure manager use only)</i></p>
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I, \_\_\_\_\_ (*Name of Applicant*) hereby apply under the Housing Act to rent the following unit of Toquaht housing:

**PROPERTY INFORMATION**

Address of Rental Property:	
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**APPLICANT'S PERSONAL INFORMATION**

Full name:			
Toquaht Citizen:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Date of Birth:		Current Age:	
Marital Status:	<input type="checkbox"/> Single	<input type="checkbox"/> Married	<input type="checkbox"/> Common-law
Phone #s:			
Mailing Address:			
Email Address:			

**SPOUSE'S PERSONAL INFORMATION (if applicable)**

Spouse's Full Name:			
Toquaht Citizen:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

**DEPENDENT CHILDRENS' PERSONAL INFORMATION (if applicable, attach list as a schedule if more than 4 children)**

	Child 1	Child 2	Child 3	Child 4
Child's Full Name:				
Date of Birth:				
Toquaht Citizen:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**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? \_\_\_\_\_

Please describe the nature in which you occupy your current residence, for example live rent-free with parents, couch-surfing, single room occupancy (rent a single room in a multi-unit building with shared kitchen and bathroom), boarding (rent a single room in a house with shared kitchen and bathroom), rent an apartment or house alone or with a spouse, children or roommates

\_\_\_\_\_

Did you lose your most recent residence due to fire, natural disaster, because the residence was condemned as unfit for habitation or due to another reason outside your control (e.g. eviction for the purposes of renovation)?

Yes  No

If yes, please indicate the date of loss of residence? \_\_\_\_\_

A) Are you 65 years of age or over?  Yes  No

B) Are you physically or mentally disabled?  Yes  No

C) If yes to A) or B), do you receive in-home care?  Yes  No

D) Do you have a physically or mentally disabled dependent?  Yes  No

If yes to D) do you provide in-home care to that dependent?  Yes  No

Have you been convicted of an indictable offence within the past 10 years?  Yes  No

**PETS**

Do you intend to keep one or more pets in the unit?  Yes  No

If yes, please complete the following for each pet (refer to the Housing Regulation for the type and number of pets permitted and terms and conditions regarding the keeping of pets):

	Pet 1	Pet 2	Pet 3	Pet 4
Name of pet:				
Type of pet:				
Breed of pet:				
Licence No.:				
Sex:	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female

Age:				
Approximate adult weight:				
For dogs and cats, spayed or neutered:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Date of last vaccination:				

**REFERENCES**

Please provide the name and contact information for three references. At least ONE of the references must be from a previous landlord or provide evidence of prudent home ownership in the last five years.

Name	Contact Information	Relationship to Applicant (e.g. former landlord, relative, business partner)

**HOUSEHOLD INCOME DECLARATION** (only complete this portion of the application if you are applying for Toquaht social housing)

**A. APPLICANT**

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

**B. SPOUSE (if applicable)**

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

4

C. OTHER RESIDENTS (complete for each other person earning income in your household, attach list as a schedule if more than 4 residents)

	Resident 1	Resident 2	Resident 3	Resident 4
Name of resident:				
Employer:				
Position:				
Full-time, part-time or other:				
Before tax annual 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: _____	<input type="checkbox"/> Other resident's tax return <input type="checkbox"/> Other resident's pay stub <input type="checkbox"/> Letter from other resident's employer <input type="checkbox"/> Other: _____


**DECLARATION**

I hereby solemnly declare that the information I have provided is complete and the contents are true to the best of my knowledge.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The Housing Committee may request additional information it considers necessary or desirable from the applicant or any other person before making a determination regarding allocation of the applicable unit of Toquaht housing. Any additional information provided between the date of the original application and the date an allocation decision is made is deemed to form part of the original application.

### HA-3 – Application for Spousal Tenancy

<p><b>TOQUAHT NATION</b></p> <p>Housing Act and Housing Regulation Form HA-3</p>		<p>Date received:</p> <p>File no:</p> <p><i>(for housing and infrastructure manager use only)</i></p>
<p><b>APPLICATION FOR SPOUSAL TENANCY</b></p>		

I, \_\_\_\_\_ (*Name of Applicant*) hereby apply under the Housing Act for a spousal tenancy.

Please refer to the Housing Act, particularly Part 9, 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 a spousal tenancy within 90 days of the earlier of any of the following events. Please provide the following information, as applicable:

√	Event	Date
	Date agreed upon in a domestic contract between the spouse and the tenant as to 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 Committee 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.

✓	Factor	Details	
	<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 Act.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

HA-4 – Condition Inspection

<p><b>TOQUAHT NATION</b></p> <p>Housing Act and Housing Regulation Form HA-4</p>		<p>Date received:</p> <p>File no:</p> <p><i>(for housing and infrastructure manager use only)</i></p>
<p><b>CONDITION INSPECTION REPORT</b></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 Codes: D = Damaged ✓ = Good F = Fair P = Poor M = Missing S = Scratched B = Broken DT = Dirty ST = Stained	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				
	Flooring				
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					

00629790-2

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				

00629790-2

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/ SHED					
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 Shed				

**START OF TENANCY**

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

00629790-2

**END OF TENANCY**

Damage to rental unit or residential property for which the Tenant is responsible:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 and Infrastructure Manager: (on move-in) \_\_\_\_\_ (on move-out) \_\_\_\_\_

Tenant: (on move-in) \_\_\_\_\_ (on move-out) \_\_\_\_\_

Tenant's forwarding address: \_\_\_\_\_

\_\_\_\_\_

**HA-5 – Notice of Rent Increase**

<p><b>TOQUAHT NATION</b></p> <p>Housing Act and Housing Regulation Form HA-5</p> <p><b>NOTICE OF RENT INCREASE</b></p>		<p>Date received:</p> <p>File no:</p> <p><i>(for housing and infrastructure manager use only)</i></p>
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**TO THE TENANT(S):**

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

**PLEASE TAKE NOTICE THAT YOUR RENT WILL INCREASE AS FOLLOWS:**

<p>Amount of rent increase:</p> <p>The current rent is: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____</p> <p>The rent increase is: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____</p> <p>The new rent will be: \$ _____ <input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> other: _____</p> <p>Effective date of rent increase:</p> <p>Your new rent is payable starting on: _____</p>
--

\_\_\_\_\_  
Signature of Housing Authority Representative

\_\_\_\_\_  
Date

**INFORMATION FOR TENANTS****Giving a notice of rent increase under the Housing Act**

- If a tenant is no longer eligible for Toquaht social housing, the Housing Committee may increase the rent up to the then applicable rate for Toquaht market housing on terms and conditions the Housing Committee considers appropriate.
- Otherwise,
  - the Housing Committee may only increase the rent once a year, 12 months after the date the existing rent was established or 12 months after the effective date of the last rent increase,
  - the Housing Committee must give the tenant 3 whole month's notice of the rent increase, and
  - the Housing Committee may only impose a rent increase up to the amount calculated in accordance with the Residential Tenancy Act (British Columbia).
- The Housing Committee must use this form to provide notice of a rent increase and must deliver the notice in accordance with Toquaht law.
- A tenant may not apply for dispute resolution under the Housing Act or the Residential Tenancy Act (British Columbia) for a rent increase that complies with the Housing Act.
- If a Tenant believes that the rent increase is more than allowed under the Housing Act, the Tenant may contact the Housing and Infrastructure Manager for information on the dispute resolution process.
- For further information on rent increases see the Housing Regulation and the Residential Tenancy Act (British Columbia).



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**SCHEDULE 2 –DEPOSITS**

<b>Category</b>	<b>Section</b>	<b>Rate</b>
Security deposit	2.4	One half of the monthly rent for the applicable unit of Toquaht housing
Pet damage deposit	2.4	One half of the monthly rent for the applicable unit of Toquaht housing

**SCHEDULE 3 – HOUSING ALLOCATION ASSESMENT**

<b>A Criteria</b>	<b>B Criteria Variables</b>	<b>C Available Points</b>	<b>D Assigned points</b>
1) Occupancy of current residence (one only of A or B and C if applicable)	A) Four or more occupants per bedroom	10	
	B) Two non-spouses or three occupants per bedroom	5	
	C) Couch-surfing, single room occupancy (rent a single room in a multi-unit building with shared kitchen and bathroom) or boarding (rent a single room in a house with shared kitchen and bathroom)	10	
2) Loss of most recent residence	Due to fire, natural disaster, because residence was condemned as unfit for habitation or due to another reason outside the person's control (e.g. eviction for the purposes of renovation)	5	
3) Elderly applicant	A) 65 years of age or over	5	
	B) Receiving in-home care	2	
4) Disabled applicant or disabled dependent	A) Physical or intellectual disability	5	
	B) Receiving in-home care	2	
5) Applicant provides in-home care	Caring for dependent adult in home	2	
6) Number of dependent children (one only of A, B, C or D)	A) Five or more children	10	
	B) Four children	8	
	C) Three children	6	
	D) Two children	4	
	E) One child	2	
7) Tenant or homeowner history evaluated in accordance with paid rent on time, respectful, clean and no noise complaints (one only of A, B, C or D)	A) Excellent	5	
	B) Moderate	3	
	C) Poor	0	
	D) First time renter	2	

A Criteria	B Criteria Variables	C Available Points	D Assigned points
8) Waiting time	Date of eligibility notice under section 5.4(a)(i) of the Act	One point for each year from the date of the eligibility notice to a maximum of 10 points (no fractional points or points less than zero will be assigned)	
9) Household income	The extent to which the applicant's combined household income for the previous year is under 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>Total assigned points</b>			<b>/100</b>

**SCHEDULE 4 – FORM OF TENANCY AGREEMENT**

**TOQUAHT NATION**

**TENANCY AGREEMENT**



Page 2

TOQUAHT NATION  
TENANCY AGREEMENT

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01676939-2

01675467-2

**TABLE OF CONTENTS**

**PART 1 - APPLICATION AND APPLICABLE LAW ..... 5**  
     Application of the Housing Act ..... 5  
     Applicable law ..... 5

**PART 2 - OCCUPANTS, RENTAL UNIT AND RENTAL PERIOD ..... 6**  
     Occupants and guests ..... 6  
     Pets ..... 6  
     Location of rental unit ..... 7  
     Rental period ..... 7

**PART 3 - SERVICES AND EQUIPMENT ..... 7**  
     Services ..... 7  
     Equipment ..... 7

**PART 4 - RENT AND DEPOSIT ..... 7**  
     Payment of rent ..... 7  
     Rent increase ..... 8  
     Security deposit and pet damage deposit ..... 8  
     Rent arrears ..... 8

**PART 5 - CONDITION INSPECTIONS ..... 9**  
     Condition inspections ..... 9

**PART 6 - HOUSING AUTHORITY'S ENTRY INTO RENTAL UNIT ..... 9**  
     Tenant's use of rental unit ..... 9  
     Permission to enter rental unit ..... 9  
     Monthly entry ..... 10

**PART 7 - ENDING THE TENANCY ..... 10**  
     Tenant ending tenancy ..... 10  
     Housing Committee ending tenancy ..... 11  
     End of tenancy by mutual agreement ..... 11

**PART 8 - CAUSE FOR EVICTION ..... 11**  
     Failure to pay rent ..... 11  
     Damage to rental unit ..... 11  
     Partying and loud noise ..... 11

**PART 9 - INSURANCE AND INDEMNITY ..... 12**  
     Insurance ..... 12  
     Insurance deductibles ..... 12  
     Indemnity by tenant ..... 12

**PART 10 - USE AND MAINTENANCE ..... 12**  
     Permitted use ..... 12  
     Reasonable wear and tear ..... 12  
     Alterations ..... 13  
     Repairs ..... 13  
     Emergency repairs ..... 14  
     Locks ..... 14

**PART 11 - VACATING OF RENTAL UNIT ..... 14**

TOQUAHT NATION  
TENANCY AGREEMENT

---

Vacating the rental unit .....	14
Meaning of "clean" .....	15
Right to enter .....	15
If tenant has not vacated rental unit .....	16
Unmoved belongings .....	16
<b>PART 12 - DEFAULT .....</b>	<b>16</b>
Default .....	16
No right of re-entry .....	16
<b>PART 13 - GENERAL PROVISIONS.....</b>	<b>16</b>
Joint and several .....	16
Assign or Sublet / Non-transferrable .....	16
No smoking.....	16
Dispute resolution.....	17
Modification .....	17
Copy of tenancy agreement .....	17
Time .....	17

**TENANCY AGREEMENT**

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

BETWEEN:  
TOQUAHT NATION as represented by the Housing Committee  
(the "Toquaht Nation")

OF THE FIRST PART

AND:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(individually, or if more than one individual, together as, the "tenant")  
OF THE SECOND PART

WHEREAS the Toquaht Nation 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 Toquaht Nation.

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 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 Act, TNS 1/2019 (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 to the Housing Committee that other persons to be added as permanent occupants of the rental unit, such consent not to be unreasonably withheld by the Housing Committee. If the number of occupants in the rental unit is unreasonable, the Housing Committee may discuss the issue with the tenant and the Housing Committee 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 Toquaht Nation must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- (e) The Toquaht Nation 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 Committee in the form approved by the Housing Committee to keep a pet in the rental unit. The tenant must abide by the provisions in the Housing Regulation, TNR ♦/2019 governing pets while keeping a pet in the rental unit.

TOQUAHT NATION  
TENANCY AGREEMENT

- (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 Toquaht Nation 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 Toquaht Nation 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"/>	Window Coverings	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	Washer/Dryer	<input type="checkbox"/>	Hot Water Tank	<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 Toquaht

Nation administrative 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 Nation.

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

**Rent increase**

- 4.2 The Housing Committee may from time to time increase the rent payable under this tenancy agreement in accordance with the Act.

**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 Toquaht Nation 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 Committee 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 and infrastructure manager, the tenant will come to the Toquaht Nation administrative office and enter into a repayment plan with the Toquaht Nation to catch up on any amount in arrears, and
  - (b) the tenant permits the Toquaht Nation to directly make deductions from the tenant's employment 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 and infrastructure manager 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 and infrastructure manager and the tenant may agree on a different day for the condition inspection.
- 5.3 The right of the Toquaht Nation to claim against a security deposit or pet damage deposit, or both, for damage to the rental unit is extinguished if the housing and infrastructure manager 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) after having been given two reasonable opportunities to do so.

**PART 6 - HOUSING 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.

**Permission to enter rental unit**

- 6.2 The housing and infrastructure manager 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 and infrastructure manager 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 and infrastructure manager 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 Toquaht Nation has an order under the Residential Tenancy Act (British Columbia) authorizing the entry; or
- (f) the Toquaht Nation 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 and infrastructure manager may inspect the rental unit monthly if done in accordance with section 6.2(a).
  - (b) If the housing and infrastructure manager enters or is likely to enter the rental unit illegally, the tenant may make an application for dispute resolution under the Residential Tenancy Act (British Columbia) seeking an order to change the locks, keys or other means of access to the rental unit and prohibit the housing and infrastructure manager 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 and infrastructure manager.

**PART 7 - ENDING THE TENANCY**

**Tenant ending tenancy**

- 7.1
- (a) The tenant may end the tenancy by giving the Housing Committee 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 Committee receives written notice on or before April 30<sup>th</sup>.
  - (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 Toquaht Nation has breached a material term of this tenancy agreement.

#### **Housing Committee ending tenancy**

- 7.2 The Housing Committee may end the tenancy for one or more of the grounds permitted under the Residential Tenancy Act (British Columbia).

#### **End of tenancy by mutual agreement**

- 7.3 The tenant and the Housing Committee 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 Committee 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 Toquaht Nation. 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 Committee 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 10:00 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 Toquaht Nation receives complaints from other Macoah residents respecting offending behaviour of the tenant or a guest of the tenant, the housing and infrastructure manager 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 Committee may issue a written notice to end the tenancy to the tenant.

---

## PART 9 - INSURANCE AND INDEMNITY

### Insurance

- 9.1 (a) The Toquaht Nation 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 Toquaht Nation 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 Toquaht Nation and the tenant agree that, for insurance maintained by the Toquaht Nation 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 Toquaht Nation 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 Toquaht Nation harmless for all liabilities, fines, suits, and claims of any kind for which the Toquaht Nation may be liable or suffer by reason of the tenant's occupancy of the rental unit during the tenancy.

## PART 10 - USE AND MAINTENANCE

### Permitted use

- 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 Committee for permission to carry out a non-residential use in the rental unit in accordance with 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 make any alterations or improvements to the rental unit or allow such alterations or improvements to be made without obtaining the prior written approval of the Housing Committee and complying with all applicable law. Any alterations or improvements will become the property of the Toquaht Nation.

**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 change locks or other means of access to the rental unit unless the housing and infrastructure manager consents in writing;
  - (iv) the tenant is to report any or all damages to the housing and infrastructure manager and all requests for repairs or maintenance must be directed to the housing and infrastructure manager; and
  - (v) 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 Committee 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 Toquaht Nation.
- (c) The Toquaht Nation's maintenance obligations for the rental unit are as follows:
- (i) the Toquaht Nation will provide and maintain the rental unit in a reasonable state of decoration and repair, suitable for occupation by the tenant and the Toquaht Nation will comply with health, safety and housing standards required by law; and
  - (ii) if the Toquaht Nation is required to make a repair to comply with the above obligations, the tenant may discuss it with the housing and infrastructure manager.



### Emergency repairs

- 10.5 (a) The housing and infrastructure manager 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.
- (b) If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the Toquaht Nation reasonable time to complete the repairs.
- (c) If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the Toquaht Nation, provided a statement of account and receipts are given to the housing and infrastructure manager. If the Toquaht Nation does not reimburse the tenant as required, the tenant may deduct the cost from rent. The Toquaht Nation may take over completion of the emergency repairs at any time.
- (d) 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
- (i) leaks in pipes or the roof,
  - (ii) damaged or blocked water or sewer pipes or plumbing fixtures,
  - (iii) the primary heating and cooling systems,
  - (iv) damaged or defective locks that give access to a rental unit, or
  - (v) the electrical systems.

### Locks

- 10.6 Subject to the right of the housing and infrastructure manager to change locks or other means of access to the rental unit at the end of the tenancy, the housing and infrastructure manager must not change locks or other means of access to the rental unit unless the housing and infrastructure manager 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 Committee 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 and infrastructure manager.
- (d) The tenant must vacate the rental unit by 1 p.m. on the day the tenancy ends, unless the housing and infrastructure manager 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, outside yard and shed;
- (k) washer and dryer cleaned inside and outside; and
- (l) no debris under or behind any appliances.

#### Right to enter

11.3 Upon termination of the tenancy, the Toquaht Nation 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 and infrastructure manager 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 Toquaht Nation 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 Committee 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 in the 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 and infrastructure manager and the tenant. If a change is not agreed to in writing, is not initialed by both the housing and infrastructure manager 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 in accordance with the Act;
  - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Act; or
  - (iii) a term in respect of which the Toquaht Nation or tenant has obtained an order that the agreement of the other is not required.

**Copy of tenancy agreement**

13.6 The housing and infrastructure manager 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 NATION**  
as represented by the Housing Committee

Per: \_\_\_\_\_  
Authorized Signatory

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Page 18

TOQUAHT NATION  
TENANCY AGREEMENT

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**TENANT(S)**

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

**SCHEDULE 5 – FORM OF AGREEMENT TO SUBLET**

**TOQUAHT NATION**

**AGREEMENT TO SUBLET**





**TABLE OF CONTENTS**

**PART 1 - APPLICATION AND APPLICABLE LAW ..... 6**  
 Application of the Housing Act ..... 6  
 Applicable law ..... 6  
 Paramountcy of tenancy agreement ..... 6

**PART 2 - SCHEDULES AND DEFINITIONS ..... 6**  
 Schedules ..... 6  
 Defined terms ..... 6

**PART 3 - GRANT OF SUBLET ..... 7**  
 Grant of sublet ..... 7  
 Condition inspection ..... 7  
 Good financial standing ..... 7  
 End of sublet term ..... 7

**PART 4 - USE OF RENTAL UNIT AND OCCUPANTS ..... 8**  
 Use ..... 8  
 Occupants ..... 8

**PART 5 - RENT ..... 9**  
 Rent ..... 9  
 Security deposit and pet damage deposit ..... 9  
 Payments ..... 9

**PART 6 - COVENANTS AND ACKNOWLEDGMENTS ..... 9**  
 Rent arrears ..... 9  
 Subtenant's covenants ..... 10  
 Tenant's covenants ..... 10

**PART 7 - DEFAULT AND TERMINATION ..... 10**  
 Termination ..... 10  
 Subtenant's default ..... 10  
 Termination by default ..... 10  
 Tenant's responsibility on termination of sublet ..... 11  
 Effect of default on status of subtenant ..... 11

**PART 8 - MISCELLANEOUS ..... 11**  
 Modifications ..... 11  
 Dispute resolution ..... 12  
 Non-transferrable ..... 12  
 Successors and assigns ..... 12  
 Further assurances ..... 12  
 Entire agreement ..... 12  
 Waiver ..... 13  
 Governing law ..... 13  
 Copy of sublet agreement ..... 13  
 Time ..... 13





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**AGREEMENT TO SUBLET**

THIS AGREEMENT TO SUBLET is made as of and with effect from  
\_\_\_\_\_, 20\_\_\_\_.

BETWEEN:  
TOQUAHT NATION as represented by the Housing Committee  
(the "Toquaht Nation")

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 Toquaht Nation rented certain Toquaht housing to the tenant (the "rental unit") upon and subject to the terms of the tenancy agreement.
- B. The Housing Committee has consented to the tenant subletting the rental unit, and the Housing Committee and tenant have agreed as to the suitability of the subtenant to sublet the rental unit.

- C. The Toquaht Nation, 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 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 Act, TNS 1/2019 (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.

##### **Paramourncy 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 Committee 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 Committee, 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 and infrastructure manager upon the initial occupancy inspection and approved by the Toquaht Nation, acting reasonably, will be remedied by the Toquaht Nation 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 Toquaht Nation 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 Toquaht Nation 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 Committee 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 Toquaht Nation 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 Committee for permission to carry out a non-residential use in the rental unit in accordance with 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 to the Housing Committee that other persons to be added as permanent occupants of the rental unit, such consent not to be unreasonably withheld by the Housing Committee. If the number of occupants in the rental unit is unreasonable, the Housing Committee may discuss the issue with the subtenant and the Housing Committee 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 Toquaht Nation 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 Toquaht Nation 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 Committee gives written consent.

**Payments**

- 5.3 (a) All payments required to be made to the Toquaht Nation pursuant to this sublet agreement will be made at the address of the Toquaht Nation as set out in the tenancy agreement.
- (b) All costs incurred by the Toquaht Nation in collecting any amounts payable under this sublet agreement or enforcing any right or obligation of the Toquaht Nation 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 and infrastructure manager, the subtenant will come to the Toquaht Nation administrative office and enter into a repayment plan with the Toquaht Nation to catch up on any amount in arrears, and

- (b) the subtenant permits the Toquaht Nation to directly make deductions from the subtenant's employment 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 Toquaht Nation 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 Committee 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 Toquaht Nation 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 Committee 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 and infrastructure manager.

**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 Committee 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 and infrastructure manager 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 Toquaht Nation 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 Toquaht Nation, 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 Toquaht Nation 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 Toquaht Nation 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 and infrastructure manager, the tenant and the subtenant. If a change is not agreed to in writing or is not initialled by the housing and infrastructure manager, 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 in accordance with the Act;
- (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Act; or
- (iii) a term in respect of which the Toquaht Nation, 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 tenancy agreement.

**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 the Toquaht Nation of a condition or the performance of an obligation of the subtenant under this sublet agreement binds the tenant or the Toquaht Nation unless the waiver is in writing and executed by the tenant or Toquaht Nation, and no waiver given by the tenant or Toquaht Nation 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.

**Copy of sublet agreement**

8.9 The housing and infrastructure manager 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 NATION  
as represented by the Housing Committee

Per: \_\_\_\_\_  
Authorized Signatory

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Page 14

TOQUAHT NATION  
AGREEMENT TO SUBLET

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SUBTENANT(S)

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

TENANT(S)

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

Name: \_\_\_\_\_ (last name) \_\_\_\_\_ (first and middle)

Signature: \_\_\_\_\_

Schedule A  
Tenancy Agreement

[See attached]

**SCHEDULE 6 – TICKETABLE OFFENCES**

**SCHEDULE 2-8 – HOUSING ACT**

<b>A Provision</b>	<b>B Contravention</b>	<b>C Penalty</b>	<b>D Discounted Penalty</b>	<b>E Surcharge amount</b>
<b>Housing Act TNS 1/2019</b>				
<b>Part 8</b>	<b>Tenancy Rights and Restrictions</b>			
8.1(c)	Occupation of Toquaht social housing prior to resolution of review request	\$300	\$250	\$500
8.6	Unauthorized use of Toquaht housing for non- residential purposes	\$375	\$300	\$600
8.7	Unauthorized assignment, sublet or transfer of Toquaht housing	\$375	\$300	\$600
8.9	Unauthorized alteration to Toquaht housing.	\$300	\$250	\$500
8.10	Allow Toquaht housing to become unsightly	\$125	\$100	\$200
<b>Part 9</b>	<b>Spousal Tenancy Rights</b>			
9.5(e)	Fail to give up possession of family home	\$300	\$250	\$500
9.7(a)	Interference with spousal tenancy	\$300	\$250	\$500
<b>Part 12</b>	<b>General Provisions</b>			
12.3	False representation, fraud or knowingly concealing material fact	\$375	\$300	\$600
<b>Housing Regulation, TNR 4/2019</b>				
4.9	Unauthorized pet	\$375	\$300	\$600