

**KA:'YU:'K'T'H'/CHE:K'TLES7ET'H'  
HOUSING AUTHORITY**

**TENANCY AGREEMENT**





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**TENANCY AGREEMENT**

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

BETWEEN:

KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' 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 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations Housing Authority Act (the "Act") or a regulation made under that Act (the "Regulations"). In the event of an inconsistency between the Act or the Regulation and this tenancy agreement, the Act or Regulation prevails to the extent of that inconsistency.

**Applicable law**

**1.2** The laws of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations 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 to the housing authority request that other persons be approved by the housing authority as permanent occupants of the rental unit or that other persons be added as a tenant under this tenancy agreement and that approval will not to be unreasonably withheld by the housing authority. The tenant must deliver notice in writing to the housing authority of any change in the permanent occupants of the rental unit within 30 days of that change. 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 but no guest may occupy the premises on a continued basis that would reasonably be considered by the housing authority to constitute continual residency.

- (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.
- (f) The tenant is responsible for the actions of all occupants and 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 Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations' 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Type of dwelling:				
<input type="checkbox"/> single	<input type="checkbox"/> multi	<input type="checkbox"/> apt		
Bedrooms:				
<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5

(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").

**Housing authority policies**

2.5 The tenant agrees to comply with the Act, the Regulations and any policies of the housing authority, as may be in force from time to time.

**PART 3 - SERVICES AND EQUIPMENT**

**Services**

3.1 Services will be paid by the tenant and housing authority in the respective proportions as set out below and the tenant is responsible for the hook-up of all such services:

Utility	Housing authority	Tenant	Utility	Housing authority	Tenant
Electricity				Garbage removal	
Gas/Propane/Oil				Sewer	
Water				Satellite	
Telephone				Wood	
Internet					

**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 will use with care:

Stove		Fridge		Carpets		Drapes	
Blinds		Air Conditioner		Hot Water Tank		Washer/Dryer	
Wood Stove							

**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: Ka:'yu:'k't'h'/Che:k'tles7et'h' 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 2<sup>nd</sup> day of each month during the tenancy showing the amount of rent paid and the amount of rent owing.

**Proportional Rent**

- 4.2 (a) This section applies does not apply to this tenancy agreement.
- (b) The undersigned agree to pay the following proportion of the rent:

Tenant	Proportion (%)	Amount (\$)	Signature
Total	100%	\$	

- (c) For clarity, if a tenant fails to pay their proportional rent amount they will be in breach of this tenancy agreement.
- (d) The tenant must deliver notice of any change in the occupancy of the rental unit that would affect the way rent is paid under this section.
- (e) The tenant may enter into an agreement to permit the housing authority to deduct their portion of rent directly from the tenant’s employer.
- (f) Despite this section, if more than one tenant signs this tenancy agreement as tenant, their obligations under this tenancy agreement, including the payment of rent, are joint and several.

**Rent increase**

- 4.3 (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 1<sup>st</sup> of the month and the tenant is given notice any time in January, including January 1<sup>st</sup>, 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 1<sup>st</sup>.

- (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

- 4.4** (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 with interest at 3% per annum 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

- 4.5** (a) If the tenant is in arrears for the payment of rent for two months or more, upon written request from the housing authority the tenant will come to the housing authority office and enter into a rent arrears repayment agreement with the housing authority in the form provided in the Regulations to catch up on any amount in arrears.
- (b) If the tenant has rent areas owing the housing authority from other Ka:'yu:'k't'h'/Che:k'tles7et'h' housing, the tenant will enter into a rent arrears repayment agreement prior to entering into this tenancy agreement.

## 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 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).
- 5.3** 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 - 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.

### **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 seven days 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 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 occupants and 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 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, or
  - (ii) the tenant is no longer ordinarily resident in the rental unit for a period of more than 30 days without reasonable notification and justification delivered in writing to the housing authority.

- (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.
- (d) A notice to end the tenancy is considered delivered
  - (i) 10 days after being posted to the tenant,
  - (ii) immediately, if delivered by hand to the tenant, or
  - (iii) two days after the notice has been posted on the rental unit.
- (e) The housing authority may charge the tenant a \$50 eviction administration fee upon the tenant being delivered a notice to end the tenancy, other than a notice under section (c).

### **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 section 4.5, 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 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. If the tenant parties, has loud music, creates noise otherwise than as permitted under this tenancy agreement, or if the housing authority receives written 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").

- (b) 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 must maintain tenant insurance in respect of the rental unit with tenant liability coverage of at least \$2,000,000 and contents insurance sufficient to cover the costs of the tenant's property and provide proof of that insurance to the housing authority on request.
- (c) The tenant will not do anything to the rental unit that would cause any insurance policy of the housing authority to become void.

### **Insurance deductibles**

- 9.2** The housing authority and the tenant agree that
- (a) for claims resulting from neglect or wilful damage/vandalism to the rental unit by the tenant,
- (i) 100% of any deductible amount payable by the housing authority will be charged to the tenant for the costs of the repairs, or
- (ii) if the insurance of the housing authority will not cover the damage or the housing authority determines, acting reasonably, to not pursue an insurance claim, the tenant will pay for the costs of the repairs within 30 days after receipt of an invoice from the housing authority, and
- (b) 100% of the deductible amount will be paid by the housing authority and the housing authority will pay for the cost of the repair for claims resulting from
- (i) accidental damages caused by uncommon occurrences to the rental unit, or
- (ii) acts of willful damage/vandalism, where the acts were not caused by the tenant, occupants or guests and the acts were reported to the RCMP within 24 hours of the occurrence.

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### **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** 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 and will not carry out any business or non-residential activity from the rental unit without the consent of the housing authority obtained in accordance with section 10.1 of the Act.

### **Drugs and alcohol**

- 10.2** The tenant must not sell drugs or alcohol from the rental unit. If the housing authority determines, on reliable and substantiated evidence, that the tenant is selling drugs or alcohol from the rental unit, the tenant will be considered in default under this tenancy agreement and the housing authority may deliver a notice to the tenant to end the tenancy.
- 10.3** The tenant must not leave the rental unit unoccupied for more than 14 days without the prior written notice being given to the housing authority.

### **Reasonable wear and tear**

- 10.4** (a) The tenant is not responsible for reasonable wear and tear to the rental unit.
- (b) The tenant must report all damage to the rental unit other than reasonable wear and tear to the housing authority, including rodents and mold, within three days after the occurrence of the damage by completing a written damage report and delivering it to the housing authority.
- (c) The tenant must not allow the unit or yard associated with the unit to become unsightly.

### **Home manual**

- 10.5** The housing authority will provide the tenant with a home manual at the beginning of the tenancy that will provide the tenant with information on the basic systems in the house, dealing with simple problems and how to respond in emergency situations.

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**Alterations**

**10.6** 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**

- 10.7** (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, and maintenance of grounds, driveways and walkways);
  - (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, occupants 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 10.7(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 absolutely necessary to end the emergency at a reasonable cost and may claim reimbursement from the housing authority for those reasonable costs, provided a statement of account and receipts are given to the housing authority. If the repairs were absolutely necessary to end the emergency and were incurred by the tenant at a reasonable cost, the housing authority will reimburse the tenant for those costs. 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

- 10.8** 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.

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## 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.

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### **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 moving and storage of any personal belongings of the tenant that are left in the rental unit and the housing authority may dispose of such personal belongings without any recourse by the tenant after one month of storage, including by selling such belongings to recover any outstanding costs owed by the tenant. Any surplus funds from such sale will be applied to any administration charges, then, outstanding housing arrears, or if there are no arrears, the remaining funds, if any, will be returned to the tenant. For certainty, any amount remaining that is owed to the housing authority after such a distribution remains a debt owed by the tenant to the housing authority.

## **PART 12 - DEFAULT**

### **Joint and several responsibility**

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

### **Default**

- 12.2**
- (a) A breach of this tenancy agreement by the tenant, by failing to perform or observe any covenants hereunder or by doing anything contrary to the terms 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.
  - (b) Despite subsection (a), the housing authority must give the tenant a reasonable opportunity to cure a default in writing, which will be included in the notice to end the tenancy and include a timeline for the default to be cured.
  - (c) If the tenant is delivered three notices of default within 12 calendar months, the housing authority may immediately terminate the tenancy without giving the tenant any opportunity to cure the third default.
  - (d) A notice of default is considered delivered

- (i) 10 days after being posted to the tenant,
- (ii) immediately, if delivered by hand to the tenant, or
- (iii) two days after the notice has been posted on the rental unit.

### **Remedy of default prior to eviction**

**12.3** If a default of the tenant that is the subject of a notice to end the tenancy is remedied as set out in the notice to end the tenancy by noon of the day specified by the housing authority as the end of the tenancy, the notice to end the tenancy will be revoked.

### **No right of re-entry**

**12.4** 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**

### **Assign or Sublet / Non-transferrable**

- 13.1**
- (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.

### **Income verification**

**13.2** The tenant must provide income verification as reasonably required by the housing authority.

### **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.

**KA:'YU:'K'T'H'/CHE:K'TLES7ET'H' HOUSING AUTHORITY CORPORATION**

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

**TENANT(S)**

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

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

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

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