

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

AGREEMENT TO SUBLET



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AGREEMENT TO SUBLET

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

BETWEEN:

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

AND:

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

OF THE THIRD PART

WHEREAS:

- A. By a tenancy agreement dated _____, 20____ (the "tenancy agreement"), which is attached as Schedule A, the housing authority certain rented Ka:'yu:'k't'h'/Che:k'tles7et'h' housing to the tenant (the "rental unit") upon and subject to the terms of the tenancy agreement.
- B. The housing authority has consented to the tenant subletting the rental unit, and the housing authority and tenant have agreed as to the suitability of the subtenant to sublet the rental unit.

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

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

PART 1 - APPLICATION AND APPLICABLE LAW

Application of the Housing Authority Act

- 1.1 The terms of this sublet agreement and any changes or additions to the terms may not contradict or change any right or obligation under the Ka:'yu:'k't'h'/Che:k'tles7et'h' Nations Housing Authority Act (the "Act") or a regulation made under that Act (the "Regulations"). In the event of an inconsistency between the Act and this sublet agreement, the Act prevails.

Applicable law

- 1.2 The laws of Ka:'yu:'k't'h'/Che:k'tles7et'h' First Nations 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.

Paramourty of tenancy agreement

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

PART 2 - SCHEDULES AND DEFINITIONS

Schedules

- 2.1 The Schedules which form part of this sublet agreement are:

- (a) Schedule A – Tenancy agreement

Defined terms

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

PART 3 - GRANT OF SUBLET

Grant of sublet

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

Condition inspection

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

Good financial standing

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

End of sublet term

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

PART 4 - USE OF RENTAL UNIT AND OCCUPANTS

Use

4.1 The subtenant covenants and agrees with the housing authority and the tenant that the rental unit will not be used for any purpose except that of a residential dwelling.

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 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 for the sublet term or that other persons be added as a subtenant under this sublet agreement and that approval will not to be unreasonably withheld by the housing authority. The subtenant 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 in status. If the number of occupants in the rental unit is unreasonable, the housing authority may discuss the issue with the subtenant and the housing authority may, at its discretion, issue a notice in writing to end the tenancy to the subtenant.

(b) Provide full names of all adult occupants (19 years or older) to occupy the rental unit:

Name	Name

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

Name	Age	Name	Age

PART 5 - RENT

Rent

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

Security deposit and pet damage deposit

- 5.2** (a) The subtenant is required to pay
- (i) a damage deposit of \$ _____, and
 - (ii) pet damage deposit of \$ _____ for each approved pet,
- prior to occupancy of the rental unit, which will be reimbursed to the subtenant with interest at 3% per annum within 15 days of the subtenant vacating the rental unit subject to the subtenant leaving the rental unit in the condition as required under section 11.1 of the tenancy agreement.
- (b) The housing authority agrees that the security deposit and pet damage deposit must not exceed the amounts prescribed by the Regulations.
 - (c) The subtenant may agree to use the security deposit and interest as rent only if the housing authority gives written consent.

Proportional Rent

- 5.3** (a) This section applies does not apply to this sublet agreement.
- (b) The undersigned agrees to pay the following proportion of the rent:

Subtenant	Proportion (%)	Amount (\$)	Signature
Total	100%	\$ _____	

Payments

5.4 (a) All payments required to be made to the housing authority pursuant to this sublet agreement will be made at the address of the housing authority as set out in the tenancy agreement.

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

PART 6 - COVENANTS AND ACKNOWLEDGMENTS

Rent arrears

- 6.1** (a) If the subtenant is in arrears for the payment of rent for two months or more, upon written request from the housing authority the subtenant 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 subtenant has rent areas owing the housing authority from other Ka:'yu:'k't'h'/Che:k'tles7et'h' housing, the subtenant will enter into a rent arrears repayment agreement prior to entering into this sublet agreement.

Subtenant's covenants

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

Tenant's covenants

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

PART 7 - DEFAULT AND TERMINATION

Termination

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

Subtenant's default

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

Termination by default

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

Tenant's responsibility on termination of sublet

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

Effect of default on status of subtenant

- 7.5 (a) Neither the subtenant or the tenant will be considered in good financial standing with the housing authority until such costs under subsection 7.3(b) are paid.

- (b) The subtenant will not be eligible for any Ka:'yu:'k't'h'/Che:k'tles7et'h' housing until the costs under subsection 7.3(b) are paid to the housing authority, who will then reimburse the tenant for any amount owed to the tenant by the subtenant.
- (c) If the tenant pays the costs under subsection 7.3(b) on behalf of the tenant, the tenant will be considered in good financial standing with the housing authority on such matters, but the subtenant will not be considered in such good standing until such time as the amount owing is paid by the subtenant through the housing authority to the tenant.

PART 8 - MISCELLANEOUS

Modifications

- 8.1** (a) Any change or addition to this sublet agreement must be agreed to in writing and initialled by the housing authority, the tenant and the subtenant. If a change is not agreed to in writing or is not initialled by the housing authority, the tenant and the subtenant, it is not enforceable.
- (b) The requirement for agreement under section 8.1 does not apply to the following:
- (i) a rent increase given in accordance with the Regulations;
 - (ii) a withdrawal of, or a restriction on, a service or facility in accordance with the Regulations; or
 - (iii) a term in respect of which the housing authority, tenant or subtenant has obtained an order that the agreement of the other is not required.

Dispute resolution

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

Non-transferrable

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

Successors and assigns

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

Further assurances

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

Entire agreement

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

Waiver

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

Governing law

- 8.8 This sublet agreement will be governed in accordance with laws applicable in the Ka:'yu:'k't'h'/Che:k'tles7et'h' lands and the province of British Columbia and the parties irrevocably submit to the jurisdiction of the courts of British Columbia.

Housing authority to give sublet agreement to subtenant and tenant

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

Time

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

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

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

Per: _____
Authorized Signatory

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