



# TL'AZT'EN NATION

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## ***Being a By-Law to Regulate Residency and the Orderly Allocation, Use and Occupancy of Band Owned Houses***

**WHEREAS** the Council of the Tl'azt'en Nation Band desires to make a by-law for the regulation of residency on reserve, the allocation, use and the occupancy of band owned houses;

**AND WHEREAS** paragraphs 81(1)(a), (c), (h), (p.1), (q) and (r) of the Indian Act empower the Council of the Tl'azt'en Nation Band to make by-laws to provide for the health of residents, the observance of law and order, the regulation of construction, repair and use of buildings, whether owned by the band or by individual members of the Band, the residence of band members and other persons on the reserve, and with respect to any matter arising out of or ancillary to the exercise of the power, and for the imposition of a penalty for a violation thereof;

**AND WHEREAS** it is deemed to be expedient for the welfare of the inhabitants of the Tl'azt'en Nation to regulate residency and in order to do so, to provide for the orderly allocation of band owned houses, and to provide for their use and occupancy;

**NOW THEREFORE** the Council of the Tl'azt'en Nation Band hereby enacts the following by-law:

### Short Title

1. This By-Law may be cited as the "Tl'azt'en Nation Band Residential Occupancy By-Law".

### Interpretation

2.(1) In this By-Law,

"*application list*" means the list where all applications for occupancy of a band

owned house are registered upon being submitted to the Band Council or the Housing Committee;

**"band owned house"** means a house owned by the Band that is a living accommodation used or intended for use as a residence, and includes a room in a boarding house or lodging house;

**"Band Council"** means the Band Council of the TI'azt'en Nation Band as defined in the *Indian Act*;

**"housing agreement"** means an agreement, whether written, oral or implied, between the Band Council and a resident for the right to occupy a band owned house, including any renewal of such an agreement;

**"housing administrator"** means a person appointed by the Band Council pursuant to Section 4, to administer this By-Law, and is an agent of the Band Council for the purposes of this By-Law;

**"Housing Committee"** means a committee created pursuant to Section 40, the main purpose of which is to resolve disputes involving band owned houses, and to make recommendations to the Band Council on the allocation of band owned houses;

**"occupancy fee"** includes the amount of any money paid or required to be paid by a resident to the Band Council for the right to occupy a band owned house;

**"officer"** means any police officer, constable or other person charged with the duty to preserve and maintain the public peace, and any persona appointed by the Band Council for such purpose;

**"reserve"** means all the reserve of the TI'azt'en Nation Band;

**"resident"** means a person who occupies a band owned house;

(2) For the purpose of this By-Law, a resident has vacated the band owned house

where the housing agreement has been terminated pursuant to this By-Law, and

- (a) the resident has left the band owned house and informed the housing administrator that he does not intend to return; or
- (b) the resident no longer lives in the band owned house.

### Application

3. This By-Law applies to the allocation, use and occupancy of all band owned houses and housing projects, notwithstanding any other by-law or any agreement or waiver to the contrary.

### Housing Administrator

4.(1) The Council shall, by resolution, appoint a housing administrator, who shall be responsible for the administration and enforcement of this By-Law;

(2) The Council may, in the resolution, provide for reasonable remuneration to be paid to the housing administrator.

### Contractual Relationship

5.(1) The relationship of the Band Council and the resident created under a housing agreement is one of contract only and does not create any interest in land in favour of the resident.

(2) A housing agreement takes effect on the date the resident is entitled to occupy the band owned house.

### Housing Agreements

6.(1) A housing agreement may be oral, written or implied.

(2) A written housing agreement shall be signed by the parties and shall be in the form set out in Schedule "A".

(3) This by-law applies to all existing housing agreements and occupancies of

band owned houses whether or not there exists any oral or written housing agreement.

7. A housing agreement shall be deemed to include the provisions of the form in Schedule "A" and any provision of any housing agreement that is inconsistent with this By-Law is of no effect.

8. Where a housing agreement is in writing, the housing administrator shall ensure that a signed copy of it, is given to the resident within ten (10) days after it has been signed by the resident and delivered to the housing administrator.

9.(1) In addition to the rights and obligations contained in the housing agreement, the housing administrator, and the resident may provide in a written agreement for other reasonable rights and obligations which are not inconsistent with this By-Law.

(2) The housing administrator may establish, modify or enforce rules concerning the resident's use, occupancy or maintenance of the band owned house, provided the rules are reasonable, in writing and made known to the resident.

(3) The housing administrator or the resident may apply to the Housing Committee to determine whether an obligation or rule is reasonable.

(4) The Housing Committee that receives an application pursuant to subsection (3) may determine whether an obligation or rule is reasonable and order the housing administrator or the resident to comply. Any such determination shall be made and rendered within 30 days after the date that it was received.

#### Allocation of Band Owned Houses

10.(1) Any band member may apply to the Housing Committee for a band owned house.

(2) The application to the Housing Committee shall include:

(a) if the applicant proposes to reside on the reserve for a limited time,

- the approximate duration of the proposed residence;
- (b) the name of the applicant's spouse and children, if any;
- (c) any other relevant information the applicant wishes to provide.

11.(1) In determining whether to allocate a band owned house, the Housing Committee shall take into consideration each of the following:

- (a) whether the applicant agrees to pay the occupancy fee;
- (b) the availability on the reserve of adequate housing;
- (c) whether the applicant is willing to enter into a housing agreement;
- (d) whether the applicant has a large family;
- (e) where the applicant is presently living and if those premises meet health and safety standards; and
- (f) the order of the applications on the application list.
- (g) where the applicant and his spouse are employed;
- (h) the age and health of the applicant;
- (i) the applicant's record of service to the band, its members and the community.

(2) After having reviewed the applications, the Housing Committee shall make its recommendations with supporting reasons, to the Band Council.

(3) The Band Council shall in turn dispose of the application by:

- (a) granting the applicant a band owned house; or
- (b) refusing the application,

and shall give written notice incorporating reasons in support of its decision to the applicant.

(4) Within five (5) days after disposing of the application, the Band Council shall post a notice of its decision in the Band Office.

(5) Any applicant whose application is refused under this section may appeal to the Band Council pursuant to Section 51.

#### No Altering of Locks

12. No person shall, alter or cause to be altered the locking system on any door to a band owned house except by mutual consent of the resident and the housing administrator.

Resident's Right to Privacy

13.(1) The housing administrator shall not enter a band owned house except as provided by this section and Section 14.

(2) The housing administrator has the right to enter a band owned house, and a resident shall permit such entry:

- (a) to perform the housing administrator's obligations under this By-Law and the housing agreement;
- (b) to show the band owned house to prospective residents where:
  - (i) the resident has given notice to terminate occupancy;
  - (ii) the Band Council and the resident have agreed to terminate; or
  - (iii) the Housing Committee has made an order to terminate occupancy;
- (c) to inspect the band owned house every six months or more often if there are reasonable grounds to investigate breaches of this By-Law or the housing agreement;
- (d) to permit an insurer or prospective insurer to inspect the premises where an insurance coverage is being arranged or renewed; or
- (e) to inspect the band owned house on the day the resident is required to vacate the premises to determine if the resident has fulfilled his obligations under this By-Law and the housing agreement.

(3) When the housing administrator intends to exercise the right to enter, pursuant to subsection (2), he shall give written notice to the resident at least twenty-four hours before the first time of entry under the notice, specifying the purpose of the entry and the days and the hours (between 8:00 am and 8:00 pm) during which he or she intends to enter the band owned house.

(4) Unless the resident objects to the days and hours set out in the notice and specifies reasonable alternative days and hours, the housing administrator may

enter in accordance with the notice given under subsection (3).

Where Entry Without Notice Allowed

14.(1) The housing administrator has the right to enter the band owned house without giving notice under subsection 13(3) where:

- (a) an emergency exists;
- (b) the resident consents at the time of entry;
- (c) the housing administrator has reasonable grounds to believe that the resident has vacated or abandoned the band owned house; or
- (d) the housing administrator has reasonable grounds to believe that alcohol or illegal drugs are being or have recently been sold in the house.

(2) In the cases referred to in paragraph (1)(a),(c) or (d), the housing administrator has a right to enter even though the resident is not at home at the time and has not given his permission to the housing administrator to enter.

(3) In the cases referred to in paragraph (1)(a) and (d), where a resident is at home at the time, he shall permit the housing administrator to enter.

Band Council's Obligations

**House to be Habitable**

15.(1) The Band Council shall:

- (a) provide and maintain the band owned houses in a good state of repair and fit for habitation during the occupancy subject to reasonable wear and tear having regard to the age of the house and the occupancy fee agreed on; and
- (b) ensure that the band owned houses provided complies with all health, safety, maintenance and occupancy standards required by law.

(2) Subsection (1) applies even where a resident had knowledge of any state of non-repair before he entered into the housing agreement.

### **Resident to have Peaceful Occupancy**

16. Residents' lawful occupancy and enjoyment of his or her band owned house shall not be disturbed or interfered with except in accordance with the procedures in this by-law.

### **Provision of Addresses for Notices**

17. The housing administrator shall give written notice to the resident of the name, address and phone number of himself and the Housing Committee.

### **Resident's Obligations**

#### **Obligation to Pay Occupancy Fee**

18. A resident shall pay to the housing administrator, the occupancy fee required by the housing agreement on the dates required.

#### **Obligation to Repair Damage**

19.(1) A resident is responsible for the repair of any damage to the band owned house caused by the wilful or negligent conduct of the resident or any person or person who are permitted on the premises by the resident, except for reasonable ordinary wear and tear.

(2) A resident shall not remove from the band owned house any fixtures, sinks, bathtubs, or appliances, and shall not alter, make additions to or affix any item, fixture or thing to the floors, exterior or interior walls, roof or ceiling without the prior written consent of the housing administrator

#### **Duty not to Interfere with Others' Occupancy**

20.(1) A resident shall not disturb any other residents' occupancy or enjoyment of a band owned house.

(2) A disturbance caused by a person permitted by a resident to enter the band owned house shall be deemed to be a disturbance caused by the resident.



**Housing Administrator to Investigate Complaints**

21.(1) Where a resident informs the housing administrator that he has been affected by another resident's breach of this by-law or a housing agreement, the housing administrator shall inquire into the complaint and take appropriate action.

(2) Where, after receiving a complaint under subsection (1), the housing administrator does not take action, or the complaining resident is not satisfied with the action, if any, that the housing administrator has taken, the complaining resident may give a written notice to that effect to the Housing Committee and the housing administrator along with a \$25.00 fee to appeal the decision. The committee may refund this fee if the appeal is successful.

**Cleanliness and Overcrowding**

22.(1) A resident shall maintain the band owned house and grounds of which the resident has exclusive use in a state of ordinary cleanliness.

(2) A resident shall not permit such number of persons to occupy the band owned house on a continuing basis that results in the contravention of health, safety or housing standards required by law or in breach of the housing agreement.

**Illegal Activities**

23. A resident shall not carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal activity in the band owned house, and specifically shall not sell any alcohol or sell any illegal drugs. For the purposes of this section "resident" includes the person entering into a housing agreement for the house, and anyone, including children and friends, who are permitted to live at or use the house.

**Termination and Regaining of Occupancy**

24.(1) No person shall terminate a housing agreement except in accordance with this By-Law.

- (2) The Band Council shall not regain occupancy of a band owned house unless:
  - (a) The resident has vacated or abandoned the band owned house, or
  - (b) The Housing Committee makes an order under paragraph 45(f) below,

and the resident vacates the band owned house in accordance with that order, or

- (c) An eviction order has been made by a judge in accordance with Section 46 below.

### Reallocation of Band Owned Houses

#### **Where Resident has Vacated or Abandoned**

25. When reassigning a band owned house, if a resident has vacated or abandoned the band owned house, the Housing Committee shall follow the same procedure as established in Section 11.

#### **Where Agreement Ends on Date Specified**

26.(1) Where a housing agreement ends on a specific date, the Band Council and the resident shall be deemed to renew the housing agreement on that date as a monthly occupancy with the same rights and obligations as existed under the former housing agreement, subject to any occupancy fee increase, if any, provided that any increase is reasonable, unless either party notifies the other that they are unwilling to renew.

(2) Subsection (1) does not apply where:

- (a) the Band Council and the resident have entered into a new housing agreement; or
- (b) the occupancy has been terminated in accordance with this By-Law.

### Termination

#### **Termination by Mutual Agreement**

27. The housing administrator, and a resident may agree in writing after a housing agreement has been entered into, to terminate the occupancy on a specified date.

#### **Termination by Resident: Periodic Occupancy**

28. Where a housing agreement does not specify a date of termination, the resident may terminate the occupancy on the last day of a period of the occupancy

by giving the housing administrator, a notice of termination,

- (a) In the case of a weekly occupancy, at least seven (7) days before the termination date; or
- (b) in the case of an occupancy other than a weekly occupancy, at least thirty (30) days before the termination date.

#### **Right to Terminate on Death or Incapacity**

29. Notwithstanding any other provision of this By-Law, where a resident dies or the health or physical condition of the resident deteriorates and he is unable to pay the housing occupancy fee, the resident, his heirs, assigns or legal or personal representative may terminate the housing agreement by giving notice to the housing administrator but occupancy fees already owing prior to vacating must be paid.

#### **Contents of Notice of Termination**

30. A notice of termination by a resident or the housing administrator, or Housing Committee, shall be in writing, signed and must:

- (a) identify the band owned house;
- (b) state the occupancy termination date; and
- (c) state the reason for the termination.

#### **Termination for Demolition, Major Repairs**

31.(1) Where, on the application of the housing administrator or Band Council, the Housing Committee determines:

- (a) that occupancy of a band owned house is required for the purposes of:
  - (i) demolition;
  - (ii) making repairs or renovation so extensive as to require that the band owned house be unoccupied for a period of time; and
- (b) that the housing administrator has obtained all necessary permits or other authority that may be required, the Band Council may make an order terminating the occupancy but shall give the resident a ninety (90) day notice to this effect and shall give the resident a \$500.00 contribution towards their moving expenses.

**(2) Where**

- (a) a resident has received a notice for termination for the reason stated in subparagraph (1)(a)(ii); and**
- (b) has indicated in writing to the housing administrator, before vacating the band owned house, that he or she wishes to have a right of first refusal to reoccupy the premises as a resident when the repairs or renovations are completed, the resident shall have the right of first refusal to occupy the said house, provided that the resident informs the housing administrator of his address.**

**Effect of Abandonment**

**32. Where a resident abandons a band owned house, the housing agreement is terminated on the date the premises were abandoned.**

**Applications to the Housing Committee**

**Applications to be made within Three (3) Months of Breach**

**33.(1) An application by the housing administrator or a resident to the Housing Committee shall be made within three (3) months from the date that the breach of an obligation under this By-Law or the housing agreement or the situation referred to in the application arose.**

**(2) The housing administrator or a resident making an application to the Housing Committee for an order or a decision under this By-Law shall file the application with the Housing Committee and serve a copy of the application on the other party within fourteen (14) days of the filing of the application.**

**Service of Application**

**34. Notwithstanding any other provision of this By-Law, where this By-Law provides that an application is to be made to the Housing Committee, the application may be made, within the time limit set out in subsection 33(1), and a copy of the application shall be served on the other party at least five (5) days before the date set for the hearing.**

### Service of Notices

35.(1) Subject to subsection (3), any notice, process or document to be served by or on the housing administrator, a resident or the Housing Committee may be served by personal delivery or by registered mail or delivered to the resident at the address of the band owned house occupied by the resident.

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the seventh day after the date of mailing.

(3) Where a notice cannot be served personally on a resident who is absent or evading service, the notice may be served on the resident by serving it on any adult person who apparently resides with the resident, and by posting it in the Band Council Office.

### Housing Committee

36.(1) The Band Council may create a Housing Committee to implement this By-Law.

(2) The Band Council shall create a Housing Committee consisting of one or two council members, one or two Band Elders and the band administrator or financial controller. A quorum shall be three (3) members.

(3) Any decision of the Housing Committee requires the support of a majority of those hearing the application or appeal.

### Duties and Powers of the Housing Committee

#### **Policy of Non-Intervention**

37. The Housing Committee shall encourage the housing administrator and residents to attempt to resolve their disputes themselves.

#### **General Powers**

38.(1) The Housing Committee shall:

- (a) provide information to the housing administrator and residents respecting occupancy matters;
  - (b) receive and investigate complaints and mediate disputes between the housing administrator and the residents;
  - (c) investigate allegations of violations of this By-Law;
  - (d) issue notices and orders as authorized by this By-Law;
  - (e) hold hearings and give notice of hearings to the parties.
- (2) The Housing Committee shall give reasons for any order or decision it issues and serve a copy of the order or decision and the reasons on the housing administrator and the residents affected.

### Procedure

#### **Principles of Natural Justice to be Followed**

39. The Housing Committee shall adopt the most expeditious method of determining the questions arising in any proceedings and ensure that the principles of natural justice are followed.

#### **Hearing When No Settlement or Where Urgency Exists**

40.(1) Where the Housing Committee has inquired into the matter and is of the opinion that:

- (a) it is unlikely that the parties to a proceeding will be able to settle the matter by agreement; or
- (b) the urgency of having the matter resolved requires that a determination be made, the Housing Committee shall notify the parties and hold a hearing.

(2) The Housing Committee and members thereof are not disqualified from holding a hearing and determining a matter by reason only of the fact that

- (a) they attempted to assist the parties to the proceedings in settling the matter by agreement; or
- (b) they took part in an inquiry or investigation of the dispute.

#### **Right to Examine Material Filed**

41. All parties to a proceeding under this By-Law may examine all material filed with the Housing Committee relevant to the proceedings.

#### **Examination of Parties**

42. At a hearing, the Housing Committee and all parties may question the parties who are in attendance at the hearing and any witnesses, with a view to determining the truth concerning the matters in dispute.

#### **Committee May Inquire, Inspect and Question**

43. The Housing Committee may, before or during a hearing:

- (a) conduct any inquiry or inspection it considers necessary; and
- (b) question any person, by telephone or otherwise, concerning the dispute.

#### **Committee May Consider Evidence Outside Hearing**

44. In making its decision, the Housing Committee may consider any relevant information it obtained in addition to the evidence given at the hearing, provided that it first informs the parties of the additional information and gives them an opportunity to explain or refute it.

#### **Committee to Make Order or Decision**

45. After the investigation and hearing of a complaint by a resident, the housing administrator or the Band Council, the Housing Committee may do any one or more of the following:

- (a) order a party found in breach of this by-law or a housing agreement not to breach again and to rectify past breaches;
- (b) order such a party found in breach to compensate another party for loss suffered as a direct result of the breach;
- (c) make any order for access to or inspection of a band owned house;
- (d) order the repair of any band owned house;
- (e) order a resident to pay overdue occupancy fees in full by a certain date, and to pay such fees on time in future;
- (f) make an order for the termination of a housing agreement and order a resident to vacate a band owned house on a specified date;

### Court Eviction Order

46.(1) Where, on application of the Housing Committee or the Band Council, a judge of the B.C. Supreme Court determines that an occupancy has been terminated in accordance with this By-Law, the judge may make the following orders:

- (a) An order evicting the resident on the earliest reasonable date after the date of termination of the occupancy,
- (b) An order for judgment against the resident in an amount equal to double the usual rental for each day the resident remains in occupation of the band owned house following the original termination of the occupancy, or expiration of the term of the occupancy,
- (c) An order directing a sheriff, or alternatively an officer of the Band Council, to put the Band Council in occupancy of the band owned house which is the subject of the above termination order, and for that purpose the sheriff or officer and their deputies may, after reasonable demand for admission, force open the door of the band owned house and physically evict the resident and the resident's guests, and remove their personal belongings.

### Appeal to the Band Council

47.(1) A resident may appeal an order or a decision of the Housing Committee or appeal an allocation of a band owned house with the Band Council, within fourteen (14) days after the date of being served a copy of the order or after the date that a notice has been posted in the Band Office.

(2) A notice of appeal and a copy of the notice of appeal shall be served on the Housing Committee or the housing administrator, not later than seven (7) days prior to the appeal along with payment of a \$100.00 appeal fee. This fee may be refunded by the Band Council if the appeal is successful.

(3) An appeal under this section stays the operation of the order in respect of which the appeal is made.



(4) Within thirty (30) days after the filing of the appeal, a quorum of Band Council members shall convene and shall conduct a hearing with respect to the appeal.

(5) At least fourteen (14) days prior to the date of the hearing, the Band Council shall:

- (a) give written notice to the resident of the date, time and place of the hearing and shall inform the resident that he has the right to appear and make oral and written submissions at the hearing in support of the appeal; and
- (b) post in the Band Office a copy of the notice.

(6) At the hearing, the Band Council shall:

- (a) provide the resident with an opportunity to present evidence and to make oral and written submissions in support of the appeal; and
- (b) provide the housing administrator and any person present, who has an interest in the outcome of the proceeding, with the opportunity to be heard.

(7) After it has heard all of the evidence and submissions, the Band Council shall meet in private to consider the appeal.

(8) Within ten (10) days after hearing the appeal the Band Council shall dispose of the appeal by:

- (a) allowing the appeal and substituting its own decision for the decision of the Housing Committee;
- (b) varying the decision of the Housing Committee, or
- (c) dismissing the appeal,

and the decision of the Band Council shall incorporate written reasons for the decision.

(9) The Band Council shall provide written notice incorporating reasons for its decision to the resident, and shall address a copy to the Housing Committee.

(10) Within five (5) days after its decision is rendered, the Band Council shall post

a notice of its decision in the Band Office.

Offenses

48. Any person who:

- (a) harasses a resident for the purpose of forcing a resident to vacate or abandon a band owned house;
- (b) fails to comply with any reasonable requirement or direction of the housing administrator or Housing Committee or hinder either in the exercise of their powers and the performance of their duties under this By-Law;
- (c) furnishes false information in any sworn statement to the housing administrator;

is guilty of an offence and is liable on summary conviction to a fine not exceeding one thousand (\$1,000.00) dollars or to a term of imprisonment not exceeding thirty (30) days, or to both.

**THIS BY-LAW IS HEREBY ENACTED** at a duly convened meeting of the Council of the Tl'azt'en Indian Band, this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Voting in favour of the By-Law are the following members of the Council:

- \_\_\_\_\_  
(MEMBER OF COUNCIL)
- \_\_\_\_\_  
(MEMBER OF COUNCIL)
- \_\_\_\_\_  
(MEMBER OF COUNCIL)
- \_\_\_\_\_  
(MEMBER OF COUNCIL)
- \_\_\_\_\_  
(MEMBER OF COUNCIL)

being a majority of those members of the Council of the Tl'azt'en Indian Band

present at the aforesaid meeting of the Council.

The quorum of the Council is \_\_\_\_\_ members.

Number of members of the Council present at the meeting: \_\_\_\_\_

I, Chief of the Tl'azt'en Nation Indian Band, do hereby certify that a true copy of the foregoing By-Law was mailed to the Minister of Indian Affairs and Northern Development at the District/Regional/Hull office (as the case may be) pursuant to subsection 82(10) of the Indian Act, this \_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Chief  
Print Name: \_\_\_\_\_

**SCHEDULE "A"****HOUSING AGREEMENT****General Information**

**Note: No part of this Agreement may be altered or deleted, but additions may be included under Section 8, where both the housing administrator (as agent for the Band Council) and the resident agree and where the additions do not conflict with the TI'azt'en Nation Band Residential Occupancy By-Law.**

AGREEMENT

Parties

1. This Agreement is made in duplicate between

TL'AZT'EN NATION, the Band Council (or its agent)  
P.O. Box 670  
Fort St. James, BC VOJ 1P0

- AND -

\_\_\_\_\_, the resident  
(Name(s))  
\_\_\_\_\_  
(Address) (Telephone)

Band Owned House

2. The Band Council agrees to allow the resident to occupy and the resident agrees to occupy from the Band Council the following band owned house:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(including apartment number, street number, postal code or other information to adequately describe the location of the band owned house.)*

Duration

3. The Band Council and the resident agree that the occupancy is to begin on \_  
and  
(a) is to end on \_\_\_\_\_; or

- (b) is to run
  - (i) from month to month, or
  - (ii) from week to week.

*(Complete either (a) or (b). Where an occupancy is for a definite period include to termination date in (a). Where the occupancy is to have no fixed termination date, cross out either subparagraph (i) or (ii) of paragraph (b).)*

Termination of Occupancy

4.(1) Where no fixed date is specified, the Band Council and the resident agree that a notice of termination of this occupancy is to be served by the resident on the Band Council as follows:

- (a) if the band owned house is occupied from month to month and the occupancy has continued for twelve (12) months or more, at least sixty (60) days before the expiration of any such month to be effective on the last day of the second month: for example, if the band owned house is occupied from the 1st of March on a month-to-month basis and have been occupied for twelve (12) months or more, the notice to terminate is given on the 30th of March of the subsequent year would state that the resident will vacate the band owned house on the 31st of May;
- (b) if the band owned house is occupied from month to month and the occupancy has continued for less than twelve (12) months, at least one month before the expiration of any such month to be effective on the last day of the second month: for example, if the band owned house is occupied from the 15th of each month on a month-to-month basis and has been occupied for less than twelve (12) months, the notice would have to be given not later than thirty (30) days before the 14th day of the previous month; or
- (c) if the band owned house is occupied from week to week, at least seven (7) days before the expiration of any such week to be effective on the last day of that week: for example, if the band owned house is occupied from Wednesday on a week-to-week basis, the last day of a week would be Tuesday and notice would have to be given not later

than Tuesday of the previous week.

Occupancy Fee

5.(1) The resident agrees to pay an occupancy fee at the following rate or rates:

\_\_\_\_\_ to  
(week, month, etc.)

\_\_\_\_\_  
(Name and Address where payments are to be made)

(2) The Band Council and the resident agree that the first payment of the occupancy fee is due on the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, and subsequent payments are to be made on the \_\_\_\_ day of each \_\_\_\_\_ (week, month, etc.).

(3) The Band Council and the resident agree that the occupancy fee mentioned above includes payment for the following services and facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that provision of the following services and facilities is the responsibility of the resident:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Note: Services and facilities such as heat, furniture, appliances, electricity, water, should be stated above.*

**OPTIONAL PROVISION**

*Note: Where the Band Council and resident have not provided in subsection 5(1) for future increases in the occupancy fee and the occupancy is for a fixed term, subsection 5(4) may be included in this Agreement by checking here:*

(4) The Band Council may increase the occupancy fee on the band owned house only once in any twelve (12) month period during the term of the occupancy by giving at least three (3) months notice to the resident.

(5) The resident shall pay a deposit of \$ \_\_\_\_\_ .00 as a security deposit to cover unpaid rents or damage repair costs.

#### Band Council's Obligations

6.(1) The Band Council agrees that it

- (a) shall deliver the band owned house to the resident in a good state of repair and fit for habitation, subject to reasonable wear and tear having regard to the age of the house and the occupancy fee set.
- (b) shall maintain the band owned house in a good state of repair and fit for habitation subject to paragraph 7 below;
- (c) shall comply with all health, safety, housing and building standards, and any other legal requirements respecting the band owned house; and
- (d) shall keep all common areas in a clean and safe condition.

#### **OPTIONAL PROVISION**

(2) Notwithstanding subsection (1), the Band Council and the resident agree that the Band Council's responsibility under paragraph 6(1)(a) , (1)(b) , (1)(c) , and (1)(d)  (*Check appropriate box(es)*) shall be performed by the resident, with the exception of repairs required as a result of reasonable wear and tear or as a result of damage by fire, water, tempest or other act of God.

#### Resident's Obligations

7.(1) The resident agrees that he

- (a) shall be responsible for ordinary cleanliness of the band owned house;
- (b) shall repair within a reasonable time after its occurrence any damage to the band owned house caused by the wilful or negligent conduct of



the resident or of persons who are permitted in the band owned house by the resident;

- (c) shall conduct himself and require other persons in the band owned house with his consent to conduct themselves in a manner that will not disturb the Band Council's or other residents' occupancy or enjoyment of any other band owned house.

(2) The resident agrees to comply with the rules concerning the resident's use, occupancy or maintenance of the band owned house or use of services and facilities provided by the Band Council that are set out below and as may, from time to time, be established or modified by the housing administrator, provided that the rules are in writing, made known to the resident and reasonable in the circumstances.

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(3) A resident shall not carry on or permit to be carried on any illegal activity or do or permit the doing of any illegal activity in the band owned house, and specifically shall not sell any alcohol or sell any illegal drugs. For the purposes of this section "resident" includes the person entering into a housing agreement for the house, and anyone, including children or friends who are permitted to live at or use the house.

Condition of the Band Owned House

8.(1) The Band Council and the resident agree that the housing administrator and the resident will inspect the band owned house at the commencement of the occupancy and upon the surrender of occupancy at or following the expiration of the occupancy and that the condition of the band owned house will be noted on the documents attached to this Agreement. The attached document shall be signed by the parties performing the inspection.

(2) The Band Council and the resident agree that the inspection document may

be used as proof of the condition of the band owned house at the times indicated.

Permitted Uses

9. The Band Council and the resident agree that the band owned house will be used only for residential purposes.

Additions to Agreement

10. The Band Council and the resident agree to the following additions to this Agreement:

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Note:

1. *No addition may alter any right or duty stated in the "Ti'azt'en Nation Band Residential Occupancy By-Law".*
2. *Additions must appear on both copies of this Agreement.*
3. *If there is not enough space provided here, separate sheets must be attached. Both copies of the attached sheets must be signed by the Band Council and the resident to be valid.*

Check here if no additional obligations.

Notices

11. The Band Council and the resident agree that notices shall be given in accordance with Section 35 of the Ti'azt'en Nation Band Residential Occupancy By-Law which states as follows:

"39.(1) Subject to subsection (3), any notice, process or document to be served by or on the housing administrator, a resident or the Housing Committee may be served by personal delivery or by registered mail or delivered to the resident at the address of the band owned house occupied by the resident.

(2) A notice, process or document sent by registered mail shall be deemed to have been served on the seventh day after the date of mailing.

(3) Where a notice cannot be served personally on a resident who is absent or evading service, the notice may be served on the resident by serving it on any adult person who apparently resides with the resident, or by posting it in the Band Council Office."

#### Decisions of Housing Committee

12. The parties acknowledge and agree to abide by any decision, declaration or order made by the Housing Committee in relation to this Agreement and to comply with all obligations imposed on them by the TI'azt'en Nation Band Residential

Occupancy By-Law.

Binding Effect

13. This Agreement is binding on and is for the benefit of the heirs, executors and administrators of the parties.

THIS AGREEMENT is signed at \_\_\_\_\_ by the Band Council and the resident on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Witness' Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Band Council by:  
Housing Administrator  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness' Signature

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature of resident  
Print Name: \_\_\_\_\_