

Nak'azdli Band Council

Subsidy Agreement

This is a Mortgage Agreement made as of _____ day of _____, 20____
Between the Nak'azdli Band Council of PO Box 1329 Fort St. James, BC Canada V0J 1P0, also known as the "Band";

and

[full names] _____ and _____,

Herein also known as the "Mortgager(s)"

Shall have a mortgage on the premises known as *House #* _____ *Lot #* _____

of Street Name _____ *IR #* _____ *Nak'azdli Reserve*

WITNESS THAT for and in consideration of the premises and mutual covenants and agreements hereinafter contained, the
Band and the Tenant(s) agree as follows:

TENANT(s)

The *Tenant(s)* covenants that the following persons shall be the only permanent occupants during the term of this agreement, unless the *Band* consents in writing to other persons becoming occupants, such consent will not be unreasonably withheld. The *Tenant(s)* acknowledges and agrees that *this covenant is a material covenant of the Mortgage Agreement* and that *its breach will provide grounds for termination*.

Full Names of all Adult Occupants (over the age of 19 years) to occupy the premises:

Full Names and ages of all minor occupants (under the age of 19 years) to occupy the premises:

Name(s)	Age	Name(s)	Age
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PREMISES

The Band permits the Tenant(s) the sole use and occupation as a residential dwelling all those certain premises more particularly known and described as [Legal Description]:

SERVICES AND EQUIPMENT

No furnishings or utilities shall be supplied by the Band except those checked below, which the Tenant(s) agrees are in satisfactory condition and which the Tenant(s) guests shall use carefully:

Nak'azdli Band Council and/or their Representatives have the AUTHORITY TO HAVE THE UTILITIES DISCONNECTED at any of their Band Units.

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Fridge Yes\No Make: _____ Model\Serial #: _____
Stove Yes\No Make: _____ Model\Serial #: _____
Washer Yes\No Make: _____ Model\Serial #: _____
Dryer Yes\No Make: _____ Model\Serial #: _____
Hot Water Tank Yes\No Make: _____ Model\Serial #: _____
Heat Yes\No Source _____
Water Softener Yes\No Source _____
BC Hydro Meter Number _____ PNG Meter Number _____
of Fire Extinguisher(s) _____

MORTGAGE RECORD

- 1 (a) The Tenant(s) agree to pay the Band mortgage payments in the sum of \$ _____] per month payable in advance or on the First of each month at the Band Office. Payment shall be made in cash, by cheque or by money order made payable to the Nak'azdli Band. If a cheque is returned by a financial agency due to Non-sufficient funds, the Band will add a fee of \$ **40.00** and the Tenant(s) will have to make all future payments by cash or money order only.
- (b) If a Tenant(s) is receiving income from the Band, the amount of the mortgage payment will be deducted from their cheque(s). This would include wages, social assistance, educational payments, etc (This list is not inclusive and is meant for explanatory purposes).
- (c) If Mortgagor(s) are receiving income from any source other than the Band, the Mortgagor(s) shall be responsible for ensuring that their mortgage payment(s) are paid on or before the first of each month.

DAMAGE DEPOSIT

- 2 (a) The Tenant(s) is required to pay the Band a Damage Deposit (equivalent to FIRST and LAST Months Mortgage Payment. This is to be paid prior to occupancy of said premises.
- (b) The Band acknowledges receipt on the _____ day of _____ 2_____ of the Sum of \$ _____ as Damage Deposit (Receipt Number _____).
3. Tenant(s) agrees that this money will only be returned to the Tenant(s) provided there are No Arrears or Damages to the Premises and that the unit is cleaned as per Clause # 32..
4. Where the Damage Deposit is paid by the Social Development Department and a Damage Deposit can be refunded; it will be refunded back to the Social Development Department.
- 5 The Tenant(s) are required to pay their own utility charges and to ensure that the utility bill(s) are put into their names, prior to moving into the unit.
- 6 Band Owned Mortgage Tenant(s) agree to make available as needed, to the Band, a yearly inspection of the unit for maintenance purposes and to ensure that the unit is not being abused by the Tenant(s) or their guests. The Band will provide written notice to the tenant(s) as to date and time for inspection.
- 7 Written Notice on Vacating the unit must be given to the Band Thirty (30) days prior to vacating. If the Tenant(s) fail to do so, they could be subject to paying the a Full Months Mortgage Payment of \$ _____.

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EVICCTIONS

- 8 If in Arrears of Mortgage Payment, the Tenant(s) will receive written notice from the Band as per the schedule in Section
- 9 (b) The Tenant(s) are expected to vacate the *Premises* up Notice (**WHICH CAN BE SENT VIA REGULAR MAIL, REGISTERED MAIL, HAND DELIVERED OR POSTED ON THE DOOR OF THE UNIT**), otherwise the Band will remove all personal belonging at the expense of the Tenant(s).
9. If mortgage payment is not received on or before the First of each month:
(a) A due notice will be given on the first of each month
(b) An "EVICITION NOTICE "will be given on the Fifteenth of the month, if the mortgage payment is not paid in full, unless other arrangements are made prior to the first of the month.
- 10 A "NOTICE "is deemed delivered by the Band if:
(a) Mailed to the Tenant(s) by Regular or Registered Mail, if the Band has a mailing address on file; or
(b) Hand Delivered to the Tenant(s) or any other occupant of the house over the age of 19 years; or
(c) Posted on the Front Door of the Unit.
11. If any Mortgage Payments are in arrears and outstanding, whether the Tenant(s) is currently living in the home or not, the tenant(s) Agrees and hereby Authorizes the Band to recover any and all monies outstanding by any of the following means:
(a) Deductions from wages;
(b) Deductions from Social Assistance payments;
(c) Deductions from Education Payments, including post secondary;
(d) **Garnishee** of wages; or
(e) Any other means available to the Band
(f) Reporting to Credit Bureau
12. Any of these means can be taken both on and off reserve.
13. Willful damage or abuse of the house will result in:
(a) An additional Damage Deposit to pay for damages
(b) A TEN (10) day Notice of Eviction; or
(c) Both
14. The Tenant(s) or his/her guests are not to unreasonably disturb the quiet enjoyment of other Tenants. Disturbances are to be reported to the Housing Department through written notice. A **NOTICE OF EVICTION** will result from **repeated** disturbances of other neighbours. Notices will be sent as per Section 9 (a), (b) or (c) above.

THERE IS A ZERO TOLERANCE POLICY IN PLACE FOR ALL NAK,AZDLI BAND OWNED UNITS PERTAINING TO:

- **ARREARS (NON-PAYMENT OF MORTGAGE PAYMENT MONIES)**
- **WILLFUL DAMAGE TO THE PROPERTY**
- **DISTURBING THE NEIGHBOURS (IE: PARTYING, LOUD NOISES, ETC.)**
- **SELLING OF ALCOHOL OR DRUGS**

15. If a Tenant(s) or his/her guests have threatened the Band Agents safety or rights of interests, or that of other Tenants, the Tenant(s) are subject to an **EVICITION NOTICE** to be given in writing.
16. All Notices of **EVICITION** will be given in writing to the Tenant(s) **as per Section 9 (a), (b) or (c)**.
17. The Tenant(s) will abide by all rules, regulations and bylaws implemented.

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INSURANCE

18. The Band, as owner will purchase structural insurance for the house and chattels as specified under `Premises section on Page One (1) of this agreement and this cost will be added to the mortgage. The cost of personal content insurance will be borne by the Tenant(s).
19. (a) 100% of the deductible will be charged to the Tenant(s) for claims as a result of willful damage (vandalism) for example: broken windows, holes in walls.
(b) The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrence, or acts of God.
20. The Tenant(s) will not do or omit to do something which may render void or void able any policy if insurance on the premises.
21. Then Tenant(s) will indemnify and the Band harmless from all liabilities, fines, suits and claims of any kind for which the Band may be liable or suffer by reason of the Tenant(s) Occupancy of the premises.
22. The Band Council or its duly authorized representative may enter the premises without notice, as necessary without being held liable by the Tenant(s) during an emergency.

23. It is the Tenant's Responsibility to acquire Content Insurance for their own personal belongings, this can be done at any Insurance Company and the Housing Department is willing to assist tenant(s) with contacting insurance companies and getting quotes.

MAINTENANCE

23. (a) **The Tenant(s) will be responsible for the general up keeping and maintenance of the house. This will include minor repairs and replacements of such thing as light bulbs, broken windows, closet doors, door knobs, switch covers, hand rails, towel bars, screens, etc.**
(b) **The Tenant(s) will be responsible for any damage caused by negligence or abuse.**
24. **Then Tenant(s) is expected to report any and all damages of the home to the Band.**
25. The Band will:
 - (a) Perform a regular maintenance inspection at least once annually prior to May 1st of each and every year;
 - (i) After the inspection is complete the housing inspector and the tenant(s) will sign a "**Housing Neglect Agreement**" With this, the Tenant(s) has thirty (30) days to repair the damage(s) or neglected items agreed upon.
 - (ii) If this is not completed within the allotted thirty (30) days, then it will be fixed by the Band and this will be **BILLED TO THE TENANT(S)**
 - (iii) Repayment is as per the Bands Policy
 - (c) Provide one week's written notice of when the maintenance inspection will take place (APPENDIX 1)
26. The Tenant(s) will not mark or deface the interior or exterior walls or floors of the house, nor will the tenant(s) use any sticky tape (example: masking tape) on any painted surfaces.
27. All requests for repairs/maintenance service must be directed to the Band Office in writing on the form provided (Appendix 2)
28. The Tenant(s) will not make any alterations to the home without prior written consent of the Band.
29. The Tenant(s) are responsible for maintaining the house and area surrounding the house in a clean and sanitary condition; and free of weeds and debris. No abandoned vehicles or vehicles not in working condition or any miscellaneous parts are to be left in yards.

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MAINTENANCE

30. If there are two or more uninsured vehicles, abandoned vehicles, or vehicles not in working condition on the Tenant(s) premises then the Housing Department will request the Tenant(s) provide documentation they have storage insurance papers; if there is not any supporting documentation then the Tenant(s) will be asked to remove any such vehicles from he premises within thirty (30) days. This will remain effective for the duration of the Tenancy Agreement.

VACATING OF HOME

31. Upon vacating, the dwelling must be left clean or the Tenant(s) will be charged for cleaning; this amount may be deducted from the damage deposit.
32. Clean shall mean:
- (a) Rugs clean and vacuumed and all stains shampooed out
 - (b) Floors to be cleaned and washed
 - (c) Walls to be cleaned and washed
 - (d) All electric light bulbs functioning and in place, All fixtures whole and undamaged.
 - (e) Refrigerator to be cleaned of all food and stains, defrosted (no surfaces may be scraped during defrosting). All damages repaired to racks, etc. No debris under or behind refrigerator.
 - (f) Range cleaned free of all grease inside and out. Free of all debris, glass clean. All fuses on the range must be In working order. No debris under or behind the range.
 - (g) All garbage whatsoever must be removed from the premises, cupboards, cabinets, balcony etc
 - (h) Washer and Dryer cleaned inside and out. No debris under of behind appliances.
 - (i) Water Softener to be cleaned and in working order. No debris under or behind water softener.

ASSIGN OR SUBLET

33. The Tenant(s) **shall not assign or sublet** the premises unless the **Band Council consents in writing**.
- (a) Subletting will be allowed only in cases where the original Tenant(s) have to go out of town for Work, health or for Educational purposes.

DEFAULT

34. If there is more than one (1) Tenant, the obligations hereunder shall be joint and several.
35. A breach of this Tenancy Agreement by the Tenant(s), by failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of this Agreement, gives the Band the right to declare tenancy ended, and there upon the tenancy and tenant(s) rights hereunder shall absolutely cease, with re-entry or any other act or legal proceedings, and the Band or its Agent may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if this tenancy Agreement has not been made and the right to terminate the tenancy and thus regain vacant possession of the premises.

The Mortgagor(s) hereby acknowledge having read this Mortgage Tenancy Agreement and acknowledges receiving a duplicate copy along with a copy of the Nak'azdli Band Housing Policy.

Dated at Fort St. James, British Columbia this _____ day of _____ 20_____.

Agreed to and signed by Mortgagor(s):

Print Name

Signature

Print Name

Signature

Band Agent - Print Name

Signature

Witness Print Name

Signature

Nak'azdli Band Council

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This Nak'azdli Band Council Mortgage Agreement is ratified and accepted by the Chief and Council of Nak'azdli Band at a Chief and Council Meeting on November 1, 2010:

Chief Fred Sam

Councilor Peter Erickson

Councilor Alec M'Kinnon

Councilor Kenneth Martin

Councilor Charlie Sam

Councilor Tamara Sam

Councilor Carl Leon

Councilor Margo Sagalon

Councilor Catherine Lessard