



RESIDENTIAL TENANCY LAW

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Hegus [SIGNATURE]

CLINT WILLIAMS

Hegus [NAME]

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PREAMBLE

WHEREAS:

- A. Since the beginning of time, Tla'amin people have lived on the lands that the Creator provided for our ancestors and all future generations of Tla'amin people;
- B. Our ancestors lived by a traditional system of governance grounded in our *Ta'ow* (teachings) and *Ee ah ju thum* (language), which were our unwritten constitution that influenced all forms of environmental stewardship matters, social and political relations. It is this system that has sustained our way of life and *Tums gijeh* (lands) and resources;
- C. Our vision of self-government and of a healthy, self-sufficient Tla'amin Nation began long ago with our ancestors and our leadership of the past. Many of those who were involved in shaping and advancing our vision have since passed on and we acknowledge their contributions and sacrifice. They put in place the foundation that we have built upon today. Those respected ones have cleared the path so that we, the Tla'amin Nation, could achieve our vision of "one heart, one mind, one Nation". It is on this basis that we accept the obligations and responsibilities inherent in governing and work to blend our traditional and modern-day governing approaches, including the development of governance laws;
- D. Our vision of self-government and of a healthy, self-sufficient Tla'amin Nation began long ago with our Ancestors and our leadership of the past. Many of those who were involved in shaping and advancing our vision have passed on and we acknowledge their contributions and sacrifice. They put in place the foundation that we have built upon today. Those respected ones have cleared the path so that we, the Tla'amin Nation, could achieve our vision;
- E. The members of the Tla'amin Nation have in common inherent rights, customs, and traditions and the inherent right to self-government, which are recognized and affirmed by Section 35 of the *Constitution Act, 1982*;
- F. Under section 16 of the Constitution of the Tla'amin Nation, the Tla'amin Government exercises governance authority over and may make laws in respect of Tla'amin Lands and Resources, including their use, protection, granting of ownership and other forms of interest;
- G. Under section 35(c) of the Constitution of the Tla'amin Nation, to the extent reasonably possible in the circumstances and subject to receiving adequate funding, the Tla'amin Government will govern in a manner that advances the goal that Tla'amin Citizens have access to housing;
- H. Under Chapter 3, paragraph 116 of the Tla'amin Final Agreement, the Tla'amin Nation has the authority to make laws with respect to the use of Tla'amin Lands; and
- I. The Council deems it advisable, necessary and in the best interests of the Tla'amin Nation and all residents and occupiers of First Nation Land to enact a Law to regulate Residential Property on First Nation Land.

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NOW THEREFORE the Tla'amin Legislative Assembly enacts as follows:

Part 1- INTERPRETATION

Title

1.1 This law may be cited as the *Residential Tenancy Law*.

Executive Council oversight

1.2 The Executive Council are responsible for the oversight of this Law.

Supremacy of Law

- 1.3 (1) This Law is subject only to the Tla'amin Final Agreement and the Tla'amin Constitution.
- (2) This Law prevails over the *Residential Tenancy Act* (British Columbia) unless expressly stated or incorporated.
- (3) Despite subsections (1) and (2), any provisions in the Tla'amin *Land Law* or the Tla'amin *Property Taxation Law* relating to termination or severance of leases or tenancies for defaults or failure to pay property taxes prevail in the event of a conflict with this law.

Definitions

1.4 (1) For the purposes of this Law, and unless they are otherwise defined in this Law, terms have the same definition as in the Tla'amin Final Agreement.

(2) For the purposes of this Law, the following definitions apply:

“Administrator” means a person or persons appointed by Executive Council pursuant to section 3.1 of this Law;

“Common Areas” means any part of a Residential Property the use of which is shared by Tenants or by a Landlord and one or more Tenants, including for greater certainty Common Areas of a Manufactured Home Park;

“Court” means Court of competent jurisdiction;

“Fixed Term Tenancy” and **“Fixed Term Tenancy Agreement”** means a Tenancy or related Agreement that specifies the date on which the Tenancy ends;

“Housing Committee” means the committee appointed by the Executive Council under section 3.2;

“Landlord” in relation to a Rental Unit or Manufactured Home Site, includes any of the following:

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- (a) a permittor, lessor, sublessor, owner or other person who, on behalf of the Landlord
 - (i) permits occupation of the Rental Unit or Manufactured Home Site under a Tenancy Agreement, or
 - (ii) exercises powers and performs duties under this Law or a Tenancy Agreement,
- (b) the heirs, assigns, personal representatives and successors in title to a person referred to in paragraph (a),
- (c) a person, other than a Tenant occupying the Rental Unit or whose Manufactured Home occupies the Manufactured Home Site, who:
 - (i) is entitled to possession of the Rental Unit or Manufactured Home Site, and
 - (ii) exercises any of the rights of a Landlord under a Tenancy Agreement or this Law in relation to the Rental Unit or Manufactured Home Site,
- (d) a former Landlord, when the context requires this, and
- (e) in the case of premises owned by the Tla'amin Nation, means the Executive Council;

“Law” means this Residential Tenancy Law;

“Manufactured Home” means a structure, whether or not ordinarily equipped with wheels, that is:

- (a) designed, constructed or manufactured to be moved from one place to another by being towed or carried, and
- (b) used or intended to be used as living accommodation;

“Manufactured Home Park” means the parcel or parcels, as applicable, on which one or more Manufactured Home Site that the same Landlord rents or intends to rent and Common Areas are located;

“Manufactured Home Site” means a site in a Manufactured Home Park, which site is rented or intended to be rented to a Tenant for the purpose of being occupied by a Manufactured Home, but does not include a Rental Unit;

“Periodic Tenancy” means

- (a) a Tenancy on a weekly, monthly or other periodic basis under a Tenancy Agreement that continues until it is ended in accordance with this Law, and
- (b) in relation to a Fixed Term Tenancy Agreement that does not provide that the Tenant will vacate the Rental Unit or Manufactured Home Site at the end of the

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fixed term, a Tenancy that arises under subsection 7.2(2) [*How to End a Tenancy*];

“Pet Damage Deposit” means money paid, or value or a right given, by or on behalf of a Tenant to a Landlord that is to be held as security for damage to Residential Property caused by a pet, but does not include a Security Deposit;

“Rent” means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a Tenant to a Landlord in return for the right to possess a Rental Unit or Manufactured Home Site, for the use of Common Areas and for Services or Facilities, but does not include a Security Deposit;

“Rental Unit” means living accommodation rented or intended to be rented to a Tenant, and does not include a Manufactured Home Site;

“Residential Property” includes

- (a) a building, a part of a building or a related group of buildings, in which one or more Rental Units or Common Areas are located,
- (b) the parcel or parcels on which the building, related group of buildings or Common Areas are located,
- (c) the Rental Unit and Common Areas,
- (d) the Manufactured Home Site and Common Areas, and
- (e) any other structure located on the parcel or parcels,

“Security Deposit” means money paid, or value or a right given, by or on behalf of a Tenant to a Landlord that is to be held as security for any liability or obligation of the Tenant respecting the Residential Property, but does not include post-dated cheques for Rent or a Pet Damage Deposit;

“Service or Facility” includes any of the following that are provided or agreed to be provided by the Landlord to the Tenant of a Rental Unit or Manufactured Home Site:

- (a) appliances and furnishings,
- (b) parking spaces and related facilities,
- (c) telecommunications services,
- (d) utilities and related services,
- (e) cleaning or maintenance services,
- (f) housekeeping services,
- (g) laundry facilities,

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- (h) storage facilities,
- (i) elevator facilities,
- (j) common recreational facilities,
- (k) intercom systems,
- (l) garbage facilities and related services, and
- (m) heating facilities or services;

“Subsidized Rental Unit” means a Tla’amin Housing Unit occupied by a Tenant who was required to demonstrate that the Tenant, or another proposed occupant, met eligibility criteria related to income, number of occupants, health or other similar criteria;

“Tla’amin Housing Unit” means a Rental Unit owned and operated by the Tla’amin Nation;

“Tenancy” means a Tenant’s right to possession of a Rental Unit or Manufactured Home Site under a Tenancy Agreement;

“Tenancy Agreement” means an agreement, whether written or oral, express or implied, having a predetermined expiry date or not, between a Landlord and Tenant respecting possession of Residential Property;

“Tenant” means a person to whom a Landlord has granted temporary and exclusive use of a Residential Unit or Manufactured Home Site in exchange for Rent, and includes

- (a) the estate of a deceased Tenant, and
- (b) when the context requires, a former or prospective Tenant.

Interpretation provisions of the Final Agreement Apply

1.5 The interpretation provisions of the Tla’amin Final Agreement apply to this Law.

Severability

1.6 The provisions of this Law are severable, and where any provision of this Law is for any reason held to be invalid by a decision of a court of competent jurisdiction, the invalid portion must be severed from the remainder of this Law and the decision that it is invalid must not affect the validity of the remaining portions of this Law.

Validity

- 1.7 (1) Nothing under this Law shall be rendered void or invalid by
- (2) an error or omission in a notice, form, permit or other document given or authorized under this Law; or
 - (3) a failure of the Tla’amin Nation, a Tla’amin Official or a Tla’amin Public Employee to do something within the required time.

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Part 2- APPLICATION

Law Applies to Tenancies of Residential Property

- 2.1 This Law applies to Tenancy Agreements, Rental Units, Manufactured Home Sites and other Residential Property on Tla'amin Lands, whether or not owned by the Tla'amin Nation, except as otherwise provided by this Law or any other Tla'amin law.

Law applies to all Tenancy Agreements

- 2.2 Except as otherwise provided in this Law, this Law applies to a Tenancy Agreement entered into before or after the date this Law comes into force.

Law applies to Tenancy Agreements with minors

- 2.3 A person who has not reached 19 years of age may enter into a Tenancy Agreement, and the agreement, this Law and applicable regulations are enforceable by and against the person despite any common law or statutory rules to the contrary.

What this Law does not apply to

- 2.4 This Law does not apply to
- (a) living accommodation in which the Tenant shares bathroom or kitchen facilities with the owner of that accommodation;
 - (b) living accommodation included with premises that:
 - (i) are primarily occupied for business purposes; and
 - (ii) are rented under a single agreement;
 - (c) living accommodation occupied as short-term vacation or travel accommodation;
 - (d) living accommodation provided by the Tla'amin Nation for emergency shelter or transitional housing;
 - (e) living accommodation in intermediate or long term care facilities or premises;
 - (f) living accommodation rented under a Tenancy Agreement or a lease that has a term longer than five (5) years; or
 - (g) a Tenancy Agreement, Rental Units, Manufactured Home Sites or Residential Property prescribed by regulation.

Law cannot be avoided

- 2.5 Landlords and Tenants may not avoid or contract out of this Law or a regulation made pursuant to this Law and any attempt by a Landlord or Tenant to avoid or contract out of this Law or a regulation made pursuant to this Law is of no effect.

Liability for not complying with this Law or a Tenancy Agreement

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- 2.6 (1) Subject to subsection (2), if a Landlord or Tenant does not comply with this Law or their Tenancy Agreement, the non-complying Landlord or Tenant must compensate the other for damage or loss that results.
- (2) If the non-complying Landlord is the Tla'amin Nation, the Landlord's liability for any damage or loss to the Tenant is strictly limited to reimbursement of expenses reasonably incurred by the Tenant and the Landlord shall not have any liability for damages of any kind whatsoever.

Part 3- ADMINISTRATION OF THIS LAW

Appointment of Administrator

- 3.1 (1) Executive Council may by resolution appoint one or more Administrator(s) who will be responsible for the administration of this Law in accordance with the duties set out in this Law. If no Administrator is appointed, the CAO will be the Administrator.
- (2) Without limiting the Executive Council's authority under subsection (1), the Administrator's responsibilities include:
- (a) making reports and recommendations to the Director and CAO or the Executive Council respecting every matter the Administrator believes advisable for the effective carrying out of the purposes of this Law;
 - (b) giving Landlords and Tenants information about their rights and duties under this Law;
 - (c) receiving applications and written submissions in relation to dispute resolution under Part 8;
 - (d) assisting Landlords and Tenants, where practicable, to resolve differences; and
 - (e) advising Executive Council on the establishment of forms consistent with this Law.

Appointment of Housing Committee

- 3.2 Executive Council shall by resolution appoint a Housing Committee who will be responsible for reviewing certain applications for dispute resolution and making recommendations to the Director and CAO regarding the manner in which disputes should be resolved in accordance with Part 8.

Part 4- RESIDENTIAL TENANCIES RIGHTS AND OBLIGATIONS

Division 1- Creating a Tenancy Agreement

Tenancy Agreement must comply with Law

- 4.1 A Landlord must ensure that any Tenancy Agreement entered into or renewed by the Landlord on or after the date on which this Law comes into force complies with this Part.

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Tenancy Agreement must be in approved form

- 4.2 (1) Executive Council will approve or prescribe by regulation standard form Tenancy Agreements, which may include distinct agreements for use by different classes of persons or in different circumstances.
- (2) A Landlord must use the applicable standard form approved under subsection (1).
- (3) Where a Tenancy Agreement is not in the applicable standard form, that Tenancy Agreement will be void to the extent that it is in conflict or inconsistent with this Law or any terms prescribed by regulation, and the terms required by this Law and any regulation will be read into that Tenancy Agreement and be binding on the parties to the agreement.

Landlord obligations when entering into Tenancy Agreements

- 4.3 A Landlord must ensure that a Tenancy Agreement is:
- (a) in writing, and written in a manner that can be easily understood by a reasonable person;
- (b) sets out all of the following, in addition to any prescribed requirements:
- (i) the correct legal names of the Landlord and Tenant;
 - (ii) the address of the Rental Unit or Manufactured Home Site;
 - (iii) the date the Tenancy Agreement is entered into;
 - (iv) the address for service and telephone number of the Landlord or the Landlord's agent;
 - (v) the agreed terms in respect of the following:
 - (A) the date on which the Tenancy starts,
 - (B) if the Tenancy is a Periodic Tenancy, whether it is on a weekly, monthly or other periodic basis,
 - (C) if the Tenancy is a Fixed Term Tenancy,
 - i. the date on which the Tenancy ends, and
 - ii. whether the Tenancy may continue as a Periodic Tenancy or for another fixed term after that date or whether the Tenant must vacate the Residential Property on that date,
 - (D) the amount of Rent payable for a specified period, and, if the Rent varies with the number of occupants, the amount by which it varies;

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- (E) the day in the month, or in the other period on which the Tenancy is based, on which Rent is due;
 - (F) which Services and Facilities are included in the Rent, and
 - (G) the amount of any Security Deposit or Pet Damage Deposit and the date on which each must be paid; and
- (c) signed and dated by both the Landlord and the Tenant.

Non-conforming Tenancy Agreement

- 4.4 (1) A Tenancy Agreement that has been made prior to the date on which this Law is enacted may be continued on its existing terms as a non-conforming Tenancy Agreement until it expires, comes up for renewal or is otherwise terminated in accordance with its terms and will, to such extent as reasonably possible, be read so as to conform with the requirements of this Law.
- (2) When a non-conforming Tenancy Agreement expires, comes up for renewal or is otherwise terminated in accordance with its terms, any subsequent Tenancy Agreement made in respect of the property that was the subject of the non-conforming Tenancy Agreement must be in the form and contain the terms required under this Law.
- (3) Despite subsection (1) above, and any other provisions in this Law, nothing in this Law creates squatter's rights, occupation rights, or any rights for any individual who does not have a valid Tenancy Agreement.

Additional permitted terms

- 4.5 A Landlord and Tenant may agree to add additional reasonable terms to a Tenancy Agreement respecting the Tenant's use, occupation and maintenance of:
- (a) any aspect of the Residential Property; or
 - (b) a Service or Facility used in connection with the Tenancy.

Reasonable terms

- 4.6 In the absence of evidence to the contrary, a term is reasonable if it is
- (a) intended to:
 - (i) promote fair distribution of a Service or Facility to every occupant in the Residential Property,
 - (ii) promote the convenience, safety and welfare of every person working or residing in the Residential Property, or
 - (iii) protect the Landlord's property from abuse;

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- (b) reasonably related to the purpose for which it is intended; and
- (c) sufficiently explicit to inform the Tenant of what he or she must do or must not do in order to comply with it.

Unreasonable term not enforceable

- 4.7 (1) A term that is not reasonable is not enforceable.
- (2) For greater certainty, a term that is not related to the purpose for which it is intended or is not sufficiently explicit to inform the Tenant of what he or she must do or must not do in order to comply with it is not enforceable.
 - (3) A term in a Tenancy Agreement for a Manufactured Home Site that the Tenant must engage the Landlord as the Tenant's agent in the sale of the Tenant's Manufactured Home is not enforceable.
 - (4) A Tenancy Agreement must not include a term that all or part of the Rent payable for the remainder of the period of the Tenancy agreement becomes due and payable if a term of the Tenancy agreement is breached.

Copy of Tenancy Agreement

- 4.8 (1) The Landlord must give a copy of the Tenancy Agreement to the Tenant as soon as practicable, and in any event not later than 21 Days after it was entered into.
- (2) If the Tenancy Agreement is for a Tla'amin Housing Unit, the Landlord must keep a copy of the Tenancy Agreement in the Tenant's file at the Housing Department.
 - (3) If the Landlord does not comply with this section, the Tenant's obligation to pay Rent is suspended until a copy of the Tenancy Agreement is delivered to the Tenant, and as soon as the copy of the Tenancy Agreement is delivered to the Tenant, any Rent that was not paid to the Landlord in reliance on this sub-section becomes immediately due and payable.
 - (4) Subsection (3) does not apply to Tla'amin Housing Units.

Changes to Tenancy Agreement

- 4.9 (1) A Tenancy Agreement may not be amended to change or remove a term included in the standard form Tenancy Agreement approved under section 4.2.
- (2) Subject to subsection (1), a Tenancy Agreement may be amended to add, remove or change a term only if both the Landlord and Tenant agree to the amendment in writing.
 - (3) The requirement for a written agreement to amend a Tenancy Agreement under subsection (2) does not apply to any of the following:
 - (a) a Rent increase in accordance with Part 6 [*Rent Increases*];
 - (b) a withdrawal of, or a restriction on, a Service or Facility in accordance with section 4.26; or

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- (c) a term in respect of which a Landlord or Tenant has obtained an order from the Director/CAO that the agreement of the other is not required.

Application and Processing Fees Prohibited

4.10 (1) A Landlord must not charge a person a fee or other type of charge for:

- (a) accepting an application for a Tenancy;
- (b) processing the application;
- (c) investigating an applicant's suitability as a Tenant; or
- (d) accepting a person as a Tenant.

(2) Subsection (1) does not apply if the Landlord is the Tla'amin Nation.

Start of rights and obligations

4.11 The rights and obligations of a Landlord and Tenant under a Tenancy Agreement take effect from the date the Tenancy Agreement is entered into, whether or not the Tenant ever occupies the Rental Unit or Manufactured Home Site.

Terms respecting pets

4.12 (1) A Tenancy Agreement may include terms or conditions doing the following:

- (a) prohibiting pets, or restricting the size, kind or number of pets a Tenant may keep on the Residential Property; or
- (b) governing a Tenant's obligations in respect of keeping a pet on the Residential Property.

(2) If a Landlord permits a Tenant to keep a pet on the Residential Property, the Landlord may require the Tenant to pay a Pet Damage Deposit in accordance with section 4.15 [amount of Security Deposit] and section 4.16 [*Landlord prohibitions respecting deposits*].

(3) This section is subject to the rights and restrictions under the *Guide Dog and Service Dog Act* (British Columbia).

Division 2- Security Deposits and Pet Damage Deposits

Security Deposit or Pet Damage Deposit for Manufactured Home Site prohibited

4.13 (1) A Landlord must not require or accept a Security Deposit or Pet Damage Deposit in respect of a Manufactured Home Site Tenancy.

(2) If a Landlord accepts a Security Deposit or Pet Damage Deposit from a Tenant in respect of a Manufactured Home Site Tenancy, the Tenant may deduct the amount of the deposit from the Rent or otherwise recover the amount.

Landlord may require a deposit

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- 4.14 A Landlord of a Rental Unit may require, in accordance with this Law, a Tenant to pay a Security Deposit or a Pet Damage Deposit as a condition of entering into a Tenancy Agreement or as a term of a Tenancy Agreement.

Amount of deposit

- 4.15 (1) Unless approved by an order of the Administrator, a Landlord of a Rental Unit must not require or accept a Security Deposit or a Pet Damage Deposit in an amount exceeding the equivalent of $\frac{1}{2}$ of one month's Rent payable under the Tenancy Agreement.
- (2) If a Landlord receives a Security Deposit or a Pet Damage Deposit that is greater than the amount permitted under subsection (1), the Tenant may deduct the overpayment from Rent or otherwise recover the overpayment.

Landlord prohibitions respecting deposits

- 4.16 In relation to a Rental Unit, unless approved by an order of the Administrator, a Landlord must not do any of the following:
- (a) require a Security Deposit at any time other than when the Landlord and Tenant enter into the Tenancy Agreement;
 - (b) require or accept more than one Security Deposit in respect of a Tenancy Agreement;
 - (c) require a Pet Damage Deposit at any time other than
 - (i) when the Landlord and Tenant enter into the Tenancy Agreement, or
 - (ii) if the Tenant acquires a pet during the term of the Tenancy Agreement, when the Landlord agrees that the Tenant may keep the pet on the Residential Property;
 - (d) require or accept more than one Pet Damage Deposit in respect of a Tenancy Agreement, irrespective of the number of pets the Landlord agrees the Tenant may keep on the Residential Property;
 - (e) require, or include as a term of a Tenancy Agreement, that the Landlord automatically keeps all or part of the Security Deposit or the Pet Damage Deposit at the end of the Tenancy Agreement.

Tenant prohibition respecting deposits

- 4.17 Unless the Landlord gives written consent, a Tenant must not apply a Security Deposit or a Pet Damage Deposit as Rent.

Division 3- At the Start of a Rental Unit Tenancy

Condition Inspection: start of new Rental Unit Tenancy or new pet

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- 4.18 (1) The Landlord and Tenant together must inspect the condition of the Rental Unit on the day the Tenant is entitled to possession of the Rental Unit or on another mutually agreed day.
- (2) The Landlord and Tenant together must inspect the condition of the Rental Unit on or before the day the Tenant starts keeping a pet or on another mutually agreed day, if
- (a) the Landlord permits the Tenant to keep a pet on the Residential Property after the start of a Tenancy; and
 - (b) a previous inspection was not completed under subsection (1).
- (3) The Landlord must offer the Tenant at least 2 opportunities for the inspection.
- (4) The Landlord must complete a condition inspection report in accordance with any rules prescribed in a regulation or approved form.
- (5) Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report within 7 days after the condition inspection is completed.
- (6) The Landlord must conduct the inspection and complete and sign the report without the Tenant if
- (a) the Landlord has complied with subsection (3); and
 - (b) the Tenant does not participate on either occasion.

Consequences for Tenant if report requirements not met

- 4.19 A Tenant is not entitled to the return of a Security Deposit or a Pet Damage Deposit if:
- (a) the Landlord has complied with section 5.18(3) [*opportunities for inspection*]; and
 - (b) the Tenant has not participated on either occasion.

No claim against deposit

- 4.20 The right of a Landlord to claim against a Security Deposit or a Pet Damage Deposit, or both, for damage to Residential Property is extinguished if the Landlord:
- (a) does not comply with section 5.18(3) [*opportunities for inspection*];
 - (b) having complied with section 5.18(3), does not participate on either occasion; or
 - (c) does not complete the condition inspection report and give the Tenant a copy of that report within 7 days after the condition inspection is completed.

Rekeying Locks for New Tenants

- 4.21 At the request of a Tenant at the start of a new Tenancy, the Landlord must

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- (a) rekey or otherwise alter the locks so that keys or other means of access given to the previous Tenant do not give access to the Rental Unit; and
- (b) pay all costs associated with the changes under paragraph (a).

Division 4- During a Tenancy

Rules about payment and non-payment of Rent

4.22 A Tenant must pay Rent when it is due under the Tenancy Agreement, whether or not the Landlord complies with this Law or the Tenancy Agreement, unless the Tenant has a right under this Law to deduct all or a portion of the Rent.

No seizure of personal property or interfering access

- 4.23 Despite a Tenant's failure to pay Rent in accordance with the Tenancy Agreement, a Landlord must not
- (a) seize any personal property of the Tenant; or
 - (b) prevent or interfere with the Tenant's access to the Tenant's personal property.

Exception

- 4.24 Section 4.23 does not apply if:
- (a) the Landlord has an order from the Director or CAO or a Court authorizing the action; or
 - (b) the Tenant has abandoned the Rental Unit, Manufactured Home or Manufactured Home Site, and the Landlord complies with all prescribed provisions governing the abandonment of personal property; and
 - (c) abandonment may be determined by a regulation under this law or by any situation where the Tenant has provided written notice of abandonment, has moved out a majority of their personal possessions, has been absent for at least four (4) consecutive months, or has otherwise indicated an intention to abandon.

Terminating or restricting services

- 4.25 A Landlord must not terminate or restrict a Service or Facility if
- (a) the Service or Facility is essential to the Tenant's use of the Rental Unit, Manufactured Home Site or Manufactured Home;
 - (b) the Service or Facility is essential to the provision of working emergency, smoke detection, or natural gas detection services, or access to the Rental Unit or Manufactured Home Site by emergency services; or
 - (c) providing the Service or Facility is a material term of the Tenancy Agreement.

Terminating or restricting services

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- 4.26 Subject to section 4.25, a Landlord may terminate or restrict a Service or Facility if the Landlord:
- (a) gives the Tenant 30 days' written notice of the termination or restriction; and
 - (b) reduces the Rent in an amount that is equivalent to the reduction in value of the Tenancy Agreement resulting from the termination or restriction of the Service or Facility.

Tenant's right of access protected

- 4.27 A Landlord must not unreasonably restrict access to Residential Property by:
- (a) the Tenant of a Rental Unit or Manufactured Home Site that is part of the Residential Property; or
 - (b) a person permitted on the Residential Property by that Tenant in accordance with this Law.

Removal of unauthorized persons from Tla'amin Housing Units

- 4.28 (1) Notwithstanding section 4.27(b) or anything else in this Law, the Director or CAO may give notice to vacate a Tla'amin Housing Unit to any person residing in a Tla'amin Housing Unit who is not a Tenant or otherwise permitted to reside in a Tla'amin Housing Unit under a Tenancy Agreement where:
- (a) the number of persons residing in a Tla'amin Housing Unit exceeds the Canadian National Occupancy Standard; or
 - (b) there are reasonable grounds to believe that the person:
 - (i) is permanently residing in a Tla'amin Housing Unit without the permission of the Tla'amin Nation, or otherwise in contravention of the Tenancy Agreement,
 - (ii) is residing in a Tla'amin Housing Unit without the permission of the Tenant,
 - (iii) is using violence, threats or other coercion to obtain permission of a Tenant to reside in a Tla'amin Housing Unit,
 - (iv) is adversely affecting the security, safety, or physical well-being of a Tenant or any other person in or around a Tla'amin Housing Unit,
 - (v) has caused or is likely to cause damage to a Tla'amin Housing Unit,
 - (vi) is engaging in criminal activities in or around a Tla'amin Housing Unit, or
 - (vii) has otherwise contravened any provision of this Law or any other Tla'amin law.

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- (2) A notice to vacate under subsection (1) must be in writing and must state the grounds on which the notice is being issued.
- (3) A person who has received a notice to vacate issued under subsection (1) may dispute such notice by submitting an application for dispute resolution under Part 8 within 7 days after the date on which the notice is delivered.
- (4) If a person who has received a notice under subsection (1) does not submit an application for dispute resolution within the time specified, the person must vacate the Tla'amin Housing Unit on or before the date specified on the notice.
- (5) An occupant who fails to comply with a notice or order under this section is guilty of an offence under this Law.

Prohibition on changes to locks and access – Manufactured Home Sites

- 4.29 Except where the Director or CAO or a Court has ordered the change, or a Tenant has been validly evicted under this Law, a Landlord must not change locks or other means of access to a Manufactured Home Site unless
- (a) the Tenant agrees to the change; and
 - (b) the Landlord provides the Tenant with new keys or other means of access to the Manufactured Home Site.

Prohibition on changes to locks and access – Rental Units

- 4.30 Except where the Director or the CAO or a Court has ordered the change, or a Tenant has been validly evicted under this Law, a Landlord must not change locks or other means of access to a Rental Unit unless
- (a) the Tenant agrees to the change; and
 - (b) the Landlord provides the Tenant with new keys or other means of access to the Rental Unit.

Landlord and Tenant obligations to repair and maintain

- 4.31 (1) A Landlord must provide and maintain a Residential Property in a state of repair that:
- (a) complies with basic health, safety and housing standards required by applicable federal and provincial legislation and Tla'amin law; and
 - (b) having regard to the age, character and location of a Rental Unit or Manufactured Home Site, would make it reasonably suitable for occupation by a Tenant.
- (2) A Landlord's duty under subsection (1) applies even though a Tenant knew of a breach by the Landlord of that section at the time the Landlord and Tenant entered into a Tenancy Agreement.

Tenant to maintain certain standards

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4.32 A Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit, the Manufactured Home Site and the Residential Property to which the Tenant has access.

Tenant repair

4.33 (1) A Tenant must repair damage to the Rental Unit, Manufactured Home Site, Common Areas or any contents, furniture, appliances provided by the Landlord that are caused by the actions or neglect of the Tenant or a pet or person permitted on the Residential Property by the Tenant.

(2) A Tenant is not required to make repairs for reasonable wear and tear.

Emergency Repairs

4.34 In this section, "**Emergency Repairs**" means repairs that are

- (a) urgent;
- (b) necessary for the health or safety of anyone or for the preservation or use of Residential Property; and
- (c) made for the purpose of repairing:
 - (i) major leaks in pipes,
 - (ii) major leaks in a roof,
 - (iii) damaged or blocked water or sewer pipes or plumbing fixtures,
 - (iv) the primary heating system,
 - (v) damaged or defective locks that give access to a Rental Unit,
 - (vi) the electrical systems, or
 - (vii) in prescribed circumstances, a Rental Unit or Residential Property.

Conditions for Emergency Repair

4.35 A Tenant may only authorize Emergency Repairs when the following conditions are met:

- (a) Emergency Repairs are needed;
- (b) the Tenant has made at least 2 verified attempts to telephone, during business hours or other reasonable hours, at the number provided, the person identified by the Landlord as the person to contact for Emergency Repairs; and
- (c) following those attempts, the Tenant has given the Landlord reasonable time to make the repairs.

Landlord may take over repair

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4.36 A Landlord may take over completion of Emergency Repairs at any time.

Landlord must reimburse Tenant

- 4.37 (1) A Landlord must reimburse a Tenant for amounts paid for Emergency Repairs if the Tenant
- (a) claims reimbursement for those amounts from the Landlord; and
 - (b) gives the Landlord a written account of the Emergency Repairs accompanied by a receipt for each amount claimed.
- (2) Subsection (1) does not apply to amounts claimed by a Tenant for repairs about which the Director or CAO or a Court, on application, finds that one or more of the following applies:
- (a) the Tenant made the repairs before one or more of the conditions in section 4.35 were met;
 - (b) the Tenant has not provided the account and receipts for the repairs as required under subsection (1)(b);
 - (c) the amounts represent more than a reasonable cost for the repairs; or
 - (d) the Emergency Repairs are for damage caused primarily by the actions or neglect of the Tenant or a pet or a person permitted on the Residential Property by the Tenant.

Tenant may deduct Rent

4.38 If a Landlord does not reimburse a Tenant as required under section 4.37, the Tenant may deduct the amount from Rent or otherwise recover the amount.

Division 5 – At the Beginning or End of a Manufactured Home Site Tenancy

Moving or insurance bond

- 4.39 (1) On the request of the Landlord, a Tenant who is moving a Manufactured Home, or is having a Manufactured Home moved on or off a Manufactured Home Site, must provide the Landlord with an approved form of security against damage caused by the move.
- (2) For the purposes of subsection (1), proof of third party liability insurance held by the mover is security against damage caused by the move.

Leaving a Manufactured Home Site

- 4.40 When a Tenant vacates a Manufactured Home Site at the end of a Tenancy, the Tenant must:
- (a) leave the site reasonably clean, and undamaged except for reasonable wear and tear; and

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- (b) give the Landlord all the keys or other means of access that are in the possession or control of the Tenant and that allow access to and within the Manufactured Home Park.

Division 6- At the End of a Tenancy – Rental Units

Condition Inspection: end of Rental Unit Tenancy

- 4.41 (1) The Landlord and Tenant together must inspect the condition of the Rental Unit before a new Tenant begins to occupy the Rental Unit
 - (a) on or after the day the Tenant ceases to occupy the Rental Unit; or
 - (b) on another mutually agreed day.
- (2) The Landlord must offer the Tenant at least 2 opportunities for the inspection.
- (3) The Landlord must complete a condition inspection report in accordance with any rules prescribed in a regulation or approved form.
- (4) Both the Landlord and Tenant must sign the condition inspection report and the Landlord must give the Tenant a copy of that report within 15 days after the condition inspection is completed.
- (5) The Landlord may make the inspection and complete and sign the condition inspection report without the Tenant if:
 - (a) the Landlord has complied with subsection (2) and the Tenant does not participate on either occasion; or
 - (b) the Tenant has abandoned the Rental Unit.

Consequences for Tenant and Landlord if Condition Inspection report requirements not met

- 4.42 (1) The right of a Tenant to the return of a Security Deposit or Pet Damage Deposit, or both, is extinguished if
 - (a) the Landlord has provided the Tenant 2 opportunities for inspection as required by section 5.41(2); and
 - (b) the Tenant has not participated on either occasion.
- (2) Unless the Tenant has abandoned the Rental Unit, the right of the Landlord to claim against a Security Deposit or a Pet Damage Deposit, or both, for damage to Residential Property is extinguished if the Landlord
 - (a) does not provide the Tenant 2 opportunities for inspection as required by section 5.41(2);
 - (b) having complied with section 5.41(2), does not participate on either occasion; or

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- (c) having made an inspection with the Tenant, does not complete the condition inspection report and give the Tenant a copy of it within 15 days after the condition inspection is completed.

Leaving the Rental Unit at the end of a Tenancy

- 4.43 (1) Unless a Landlord and Tenant otherwise agree, the Tenant must vacate the Rental Unit by 1 p.m. on the day the Tenancy ends.
- (2) When a Tenant vacates a Rental Unit, the Tenant must
- (a) remove all personal property belonging to the Tenant;
 - (b) leave the Rental Unit reasonably clean, and undamaged except for reasonable wear and tear; and
 - (c) give the Landlord all the keys or other means of access that are in the possession or control of the Tenant and that allow access to and within the Residential Property.

Return of Security Deposit and Pet Damage Deposit

- 4.44 Unless otherwise prescribed by regulation, a Landlord who receives a Security Deposit or Pet Damage Deposit must pay interest at 0% per calendar year, compounded annually, to be calculated from the date the Security Deposit or Pet Damage Deposit was first paid to the Landlord by the Tenant.

Timing of return of deposit – non-Tla’amin Housing Units

- 4.45 (1) For all Rental Units except Tla’amin Housing Units, the Landlord must return the Security Deposit or Pet Damage Deposit with any applicable interest to the Tenant on or before the 15th day after the later of the end of the Tenancy Agreement or the date the Landlord receives the Tenant’s forwarding address in writing, except for an amount that:
- (a) at the end of a Tenancy, the Tenant agrees in writing the Landlord may retain the amount to pay a liability or obligation of the Tenant;
 - (b) after the end of the Tenancy, the Director or CAO orders that the Landlord may retain; or
 - (c) the Director or CAO has ordered the Tenant to pay to the Landlord and at the end of the Tenancy remains unpaid.
- (2) An agreement under subsection (1) (a) is unenforceable if a Landlord requires a person to make it:
- (a) as a condition of entering into a Tenancy Agreement; or
 - (b) as a term of a Tenancy Agreement.

Timing of return of deposit – Tla’amin Housing Units

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- 4.46 (1) For Tla'amin Housing Units, the Landlord must return the Security Deposit or Pet Damage Deposit with any applicable interest to the Tenant on or before the 15th day after the end of the Tenancy Agreement, except for an amount that:
- (a) after the end of the Tenancy, the Director or CAO orders that the Landlord may retain;
 - (b) the Director or CAO has ordered the Tenant to pay the Landlord and at the end of the Tenancy remains unpaid; or
 - (c) the Landlord is entitled to retain in accordance with the terms of the Tenancy Agreement to pay a liability or obligation of the Tenant regardless of whether the Tenant agrees at the end of the Tenancy that the Landlord may retain the amount.
- (2) Where a Tenant wishes to dispute the Landlord's right to retain an amount pursuant to subsection (1)(c), the Tenant must make an application to the Administrator for dispute resolution in accordance with Part 8 of this Law on or before the 30th day after the end of the Tenancy Agreement.

Inability to locate Tenant – money owing

- 4.47 If, after the end of a Tenancy Agreement, the Landlord is unable to locate the Tenant, the Landlord must forward any money owing to the Tenant under section 4.45 or 4.46 to the Tenant's forwarding address. If the Tenant has not provided a forwarding address, or the money is returned as undeliverable, the Landlord must hold the money in trust for 2 years following the end of the Tenancy, after which, if the Tenant has not claimed the money, it is forfeited to the Landlord.

Part 5- RENT INCREASES

Meaning of "Rent Increase"

- 5.1 In this Part, "**Rent Increase**" does not include an increase in Rent that is
- (a) for one or more additional occupants; and
 - (b) is authorized under the Tenancy Agreement in relation to additional occupants.

Rent Increase

- 5.2 A Landlord must not increase Rent except in accordance with this Part.

Timing of Rent Increase

- 5.3 A Landlord must not impose a Rent Increase for at least 12 months after whichever of the following applies:
- (a) if the Tenant's Rent has not previously been increased, the date on which the Tenant's Rent was first established under the Tenancy Agreement;

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- (b) if the Tenant's Rent has previously been increased, the effective date of the last Rent Increase made in accordance with this Law.

Notice of Rent Increase

- 5.4 (1) A Landlord must give a Tenant notice of a Rent Increase at least 3 months before the effective date of the increase.
- (2) If a Landlord's notice of a Rent Increase does not comply with subsection (1), the notice takes effect on the earliest date that does comply.

Amount of Rent Increase

- 5.5 (1) A Landlord may impose a Rent Increase only up to the amount
 - (a) calculated in accordance with the *Residential Tenancy Regulation* (British Columbia); or
 - (b) agreed to by the Tenant in writing.
- (2) For certainty, the calculation under subsection (1)(a) applies to both Manufactured Home Site Tenancies and Rental Unit Tenancies.

No dispute resolution

- 5.6 A Tenant may not make an application for dispute resolution to dispute a Rent Increase that complies with this Part.

Non-compliant Rent Increase

- 5.7 If a Landlord collects a Rent Increase that does not comply with this Part, the Tenant may deduct the increase from Rent or otherwise recover the increase.

Executive Council may set Rent

- 5.8 (1) Despite any other provision of this Law, Executive Council may at its sole discretion from time to time, upon a recommendation from the Housing Committee, and for any reason, set the applicable Rent for any Tla'amin Housing Unit.
- (2) If the Rent increase proposed under subsection (1), is greater than the amount set out in subsection 5.5(a), Executive Council must ensure that the proposed Rent increase is brought to Tla'amin meeting of Citizens for discussion.
- (3) The Administrator must give a Tenant notice of a Rent Increase set under subsection (1) at least 3 months before the effective date of the increase.

Part 6- HOW TO END A TENANCY

Definition and interpretation for this Part

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- 6.1 (1) In this Part “**Rental Payment Period**” means the interval at which Rent is payable under a Tenancy Agreement.
- (2) For the purposes of this Part, if a Rental Payment Period exceeds one month, a notice to end the Tenancy Agreement is sufficiently given if it is given on or before the last day of a calendar month to take effect on the last day of the following calendar month.
- (3) For the purposes of this Part, a Rental Payment Period can begin on any day, but the Rental Payment Period is deemed to begin on the first day of the calendar month following the day the Tenant first became entitled to possession of the Rental Unit, unless:
- (a) the Rental Payment Period is less than one month; or
 - (b) the Landlord and Tenant otherwise expressly agree.

End of Tenancy Agreement

- 7.2 (1) A Tenancy Agreement is ended only if one or more of the following applies:
- (a) the Tenant or Landlord gives notice to end the Tenancy in accordance with this Part;
 - (b) the Tenancy Agreement is a Fixed Term Tenancy Agreement that provides that the Tenant will vacate the Rental Unit on the date specified at the end of the Tenancy;
 - (c) the Landlord and Tenant agree in writing to end the Tenancy;
 - (d) the Tenant vacates or abandons the Rental Unit;
 - (e) the Tenant vacates or abandons the Manufactured Home Site or abandons the Manufactured Home on the Manufactured Home Site;
 - (f) the Tenancy Agreement is frustrated; or
 - (g) the Director or CAO orders that the Tenancy is ended.
- (2) If, on the date specified as the end of a Fixed Term Tenancy Agreement that does not require the Tenant to vacate the Rental Unit or Manufactured Home Site on that date, the Landlord and Tenant have not entered into a new Tenancy Agreement, the Landlord and Tenant are deemed to have renewed the Tenancy Agreement as a month to month Tenancy on the same terms.

Tenant’s notice

- 7.3 A Tenant may
- (a) end a Periodic Tenancy by giving the Landlord notice in writing to end the Tenancy effective on a date that:
 - (i) is not earlier than one month after the date the Landlord receives the notice, and

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- (ii) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement;
- (b) end a Fixed Term Tenancy by giving the Landlord notice in writing to end the Tenancy effective on a date that:
 - (i) is not earlier than one month after the date the Landlord received the notice,
 - (ii) is not earlier than the date specified in the Tenancy Agreement as the end of the Tenancy, and
 - (iii) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement; and
- (c) if a Landlord has failed to comply with a material term of the Tenancy Agreement, and has not corrected the situation within a reasonable period after the Tenant gives written notice of the failure, end the Tenancy effective on a date that is after the date the Landlord receives the notice.

Notice to end Tenancy Agreement: non-payment of Rent

- 7.4 (1) A Landlord may end a Tenancy if Rent is unpaid on any day after the day it is due, by giving notice to end the Tenancy effective on a date that is not earlier than 30 days after the date the Tenant receives the notice.
- (2) A notice to end a Tenancy given under subsection (1) must be made in the approved form.
 - (3) A notice under subsection (1) has no effect if the amount of Rent that is unpaid is an amount the Tenant is permitted under this Law to deduct from the Rent.
 - (4) Within 10 days after receiving a notice under subsection (1), the Tenant may:
 - (a) pay the overdue Rent, in which case the notice has no effect;
 - (b) in the case of demonstrable hardship, establish an agreed-upon repayment plan in writing with the Landlord, in which case the notice has no effect; or
 - (c) dispute the notice for the following reasons by making an application for dispute resolution under Part 8:
 - (i) the Tenant has proof the Rent was paid,
 - (ii) the Director/CAO or a Court has issued an order authorizing the Tenant to keep all or part of the Rent, or
 - (iii) the Tenant held part or all of the Rent with prior notice to the Landlord, for the cost of Emergency Repairs in accordance with section 4.38.

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- (5) If a Tenant who has received a notice under subsection (1) does not pay the Rent or make an application for dispute resolution in accordance with subsection (4)(c), the Tenant
- (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
 - (b) must vacate the Rental Unit or Manufactured Home Site to which the notice relates by 1:00 PM on that date.

Utility charges

7.5 If a Tenancy Agreement requires the Tenant to pay utility charges to the Landlord and the utility charges are unpaid more than 30 days after the Tenant is given written demand for payment of them, the Landlord may treat the unpaid utility charges as unpaid Rent and may give notice under section 7.4.

Notice to end Tenancy for cause

7.6 (1) A Landlord may, at any time, give the Tenant notice to end the Tenancy if any one of the following events has occurred:

- (a) the Tenant does not pay the Security Deposit or Pet Damage Deposit within 30 days of the date it is required to be paid under the Tenancy Agreement;
- (b) the Tenant is repeatedly late paying Rent;
- (c) the number of persons occupying the Rental Unit or Manufactured Home Site contravenes Canadian National Occupancy Standard requirements;
- (d) the Tenant or a person permitted in or on the Residential Property by the Tenant has
 - (i) significantly interfered with or unreasonably disturbed another occupant or the Landlord of the Residential Property,
 - (ii) seriously jeopardized the health or safety or a lawful right or interest of the Landlord or another occupant, or
 - (iii) put the Landlord's property at significant risk;
- (e) the Tenant or a person permitted on the Residential Property by the Tenant has caused extraordinary damage to the Residential Property or a Rental Unit;
- (f) the Tenant does not maintain, or repair damage to, the Residential Property, Rental Unit or Manufactured Home Site as required under Part 4 [*obligations to repair and maintain*] within a reasonable time;
- (g) the Tenant has failed to comply with a material term of the Tenancy Agreement and has not corrected the situation within a reasonable time after the Landlord gives written notice to do so; or

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- (h) the Rental Unit or Manufactured Home Site must be vacated to comply with an order by the Director or CAO issued under this Law or an order of a Court.
- (2) A notice to end a Tenancy under subsection (1) must be at least 30 days and is effective on the last day of an ensuing Rental Payment Period.
- (3) A Tenant may dispute a notice under subsection (1) by making an application for dispute resolution under Part 8 within 10 days after the date the Tenant receives notice.
- (4) If a Tenant who has received a notice under subsection (1) does not make an application for dispute resolution in accordance with Part 8 within the time limit provided under subsection (3), the Tenant
 - (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
 - (c) must vacate the Rental Unit or Manufactured Home Site to which the notice relates by 1:00 PM on that date.

Notice to end Tenancy for cause - illegal activity

7.7 (1) A Landlord may, at any time, give the Tenant notice to end the Tenancy if the Landlord has reasonable cause to believe that the Tenant or a person permitted on the Residential Property by the Tenant has engaged in illegal activity that:

- (a) has caused or is likely to cause damage to the Landlord's property;
 - (b) has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the Residential Property; or
 - (c) has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord.
- (2) For greater certainty, and without limiting the generality of section 7.6(1)(d) or subsection (1), if a Landlord has reasonable cause to believe that the Tenant, or a person permitted on the Residential Property by the Tenant, has engaged in any of the following activities in, at or around the Residential Property, the Landlord may issue a notice to end the Tenancy:
- (a) the trafficking or cultivation of a controlled substance, as that term is defined under the *Controlled Drugs and Substances Act* (Canada), at or from the Residential Property;
 - (b) the operation of a disorderly house, as that term is defined under the *Criminal Code of Canada*, at or from the Residential Property; and
 - (c) the commission of a firearms related offence under Part III of the *Criminal Code of Canada* which occurs at the Residential Property.

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- (3) A notice to end a Tenancy given under subsection (1) must be at least 7 days and is effective on the date indicated on the notice.
- (4) A Tenant may dispute a notice under subsection (1) by making an application for dispute resolution under Part 8 within 3 days after the date the Tenant receives notice.
- (5) If a Tenant who has received a notice under subsection (1) does not make an application for dispute resolution in accordance with Part 8 within the time limit provided under subsection (4), the Tenant
 - (b) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
 - (d) must vacate the Rental Unit or Manufactured Home Site to which the notice relates by 1:00 PM on that date.
- (6) In dispute resolution proceedings related to a notice to end a Tenancy issued under subsection (1), a criminal charge or conviction is not required to demonstrate or prove an offence, but a Landlord must have evidence to support the reasonable belief on which the notice was issued, and a written report by a peace officer is sufficient evidence of the commission of an offence unless there is a preponderance of evidence to the contrary.

Executive Council may act

- 7.8 (1) Executive Council may by resolution order a Landlord to issue a notice to end the Tenancy under section 7.7 where the Executive Council has reasonable cause to believe that the Tenant or a person permitted on the Residential Property by the Tenant has engaged in an activity described in section 7.7 and the Landlord has failed or refused to issue a notice to end the Tenancy.
- (2) A Landlord who is subject to an order made under subsection (1) may dispute the order by making an application for dispute resolution under Part 8 within 7 days of receiving notice of the order.

Executive Council may bar Tenant from subsequent Tenancy - Tla'amin Housing Unit

- 7.9 (1) Where the Administrator issues a notice to end Tenancy under section 7.6 or 7.7 to a Tenant of a Tla'amin Housing Unit, Executive Council may order by resolution that the Tenant is prohibited from occupying any other Tla'amin Housing Unit and specify conditions under which the prohibition may be lifted.
- (2) An individual who is restricted from occupying a Tla'amin Housing Units under subsection (1) may apply at any time for dispute resolution under Part 8 to have their restriction lifted.

Early end of Tenancy Agreement on order

- 7.10 (1) Without limiting the Director's or CAO's authority under Part 8, the Director or CAO may, subject to subsection (2) and, on application, including an application by the Administrator in relation to a Tla'amin Housing Unit,

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- (a) order the minimum notice period required for a notice to end a Tenancy under section 7.4, 7.6 or 7.7 be shortened; or
 - (b) order the Tenancy Agreement to end on a specified date; and
 - (c) grant an order of possession to take effect on or after the date specified in an order granted under paragraphs (a) or (b).
- (2) The Director or CAO may make or grant an order under subsection (1) if the Director or CAO is satisfied that:
- (a) it would be unreasonable, or unfair to the Landlord or other occupants of the Residential Property, to wait for a notice to end the Tenancy to take effect;
 - (b) the Rental Unit is uninhabitable; or
 - (c) the Tenancy Agreement is otherwise frustrated.
- (3) If an order is made under subsection (1), it is unnecessary for the Landlord to give the Tenant a notice to end the Tenancy.

End of Tenancy – Subsidized Rental Unit

- 7.11 (1) Subject to 7.3, and if provided for in the Tenancy Agreement, a Landlord may end the Tenancy of a Subsidized Rental Unit by giving notice to end the Tenancy Agreement if the Tenant or other occupant, as applicable, ceases to qualify for the Subsidized Rental Unit.
- (2) Unless the Tenant agrees in writing to an earlier date, a notice under this subsection (1) must end the Tenancy on a date that is:
- (a) not earlier than 2 months after the date the notice is received;
 - (b) the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement; and
 - (c) if the Tenancy Agreement is for a Fixed Term Tenancy, not earlier than the date specified as the end of the Tenancy.
- (3) A decision made under subsection (1) is final and is not open to review by any Court.

Ending a Tenancy for a Tla'amin Housing Unit

- 7.12 (1) Despite any other provision of this Law, the Director or CAO may, in relation to a Tla'amin Housing Unit, order a Tenancy Agreement be ended on the ground that
- (a) the Tenant does not have a valid Tenancy Agreement or refuses to sign one; or
 - (b) the Tenant no longer qualifies to be a Tenant of a Tla'amin Housing Unit in accordance with Tla'amin law or policy

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and direct that a notice to end a Tenancy Agreement be issued to the Tenant of the Tla'amin Housing Unit.

- (2) Despite any other provision of this Law and unless the Tenant agrees in writing to an earlier date, a notice under subsection (1) must end the Tenancy on a date that is:
- (c) not earlier than one (1) month after the date the notice is received; and
 - (d) the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement.
- (3) A decision made under subsection (1) is final and is not open to review by any Court.

Notice to End Rental Unit Tenancy – Landlord Use of Property

7.13 (1) For the purposes of this section:

“Close Family Member” means, in relation to an individual,

- (a) the individual's parent, grandparent, spouse, child, sibling, or
- (b) the parent, grandparent, child or sibling of that individual's spouse;

“Family Corporation” means a corporation in which all the voting shares are owned by:

- (a) one individual, or
- (b) one individual plus one or more Close Family Member;

“Landlord” means a Landlord:

- (a) who is an individual who:
 - (i) at the time of giving notice to end the Tenancy Agreement, has a reversionary interest in the Rental Unit exceeding three (3) years, and
 - (ii) holds not less than half (1/2) of the full reversionary interest; or
- (b) that is a Family Corporation that:
 - (i) at the time of giving notice to end the Tenancy Agreement, has a reversionary interest in the Rental Unit exceeding three (3) years, and
 - (ii) holds not less than half (1/2) of the full reversionary interest;

“Purchaser” means a purchaser that has agreed to purchase at least half (1/2) of the full reversionary interest in the Rental Unit.

- (2) Subject to section 7.16 [tenant's compensation: section 7.13 notice], a Landlord may end a Tenancy for a purpose referred to in subsection (3), (4), (5) or (6) by giving notice to end the Tenancy effective on a date that is

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- (a) not earlier than 2 months after the date the Tenant receives the notice;
 - (b) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement; and
 - (c) if the Tenancy Agreement is a Fixed Term Tenancy Agreement, not earlier than the date specified as the end of the Tenancy.
- (3) A Landlord may end a Tenancy in respect of a Rental Unit if:
- (a) the Landlord enters into an agreement in good faith with a Purchaser for the sale of a Rental Unit occupied under a Tenancy Agreement and any conditions precedent in the sale agreement have been satisfied;
 - (b) the Purchaser, or in the case of a Purchaser that is a Family Corporation, a person owning voting shares in the Family Corporation, intends in good faith that he or she or a Close Family Member must occupy the Rental Unit; and
 - (c) the Purchaser requests in writing that the Landlord give the Tenant of the premises a notice to end the Tenancy Agreement.
- (4) A Landlord who is an individual may end a Tenancy in respect of a Rental Unit if the Landlord or a Close Family Member of the Landlord intends in good faith to occupy the Rental Unit.
- (5) A Landlord that is a Family Corporation may end a Tenancy in respect of a Rental Unit if a person owning voting shares in the corporation, or a Close Family Member of that person, intends in good faith to occupy the Rental Unit.
- (6) A Landlord may end a Tenancy in respect of a Rental Unit if the Landlord has all the necessary permits and approvals required by law, and intends in good faith, to do any of the following:
- (a) demolish the Rental Unit;
 - (b) renovate or repair the Rental Unit in a manner that requires the Rental Unit to be vacant;
 - (c) enter into a lease for a term exceeding 10 years;
 - (d) convert the Rental Unit to a non-residential use for not less than 6 months;
 - (e) convert the Rental Unit to a Subsidized Rental Unit;
- (7) A Landlord must not enter into a lease for a term exceeding 10 years before the Landlord gives notice of intention to enter into the lease to each Tenant or prospective Tenant who occupies Rental Unit under an existing Tenancy Agreement, if any, and to each Tenant or prospective Tenant who will first occupy the Rental Unit under the proposed Tenancy Agreement.
- (8) A Tenant may dispute a notice under this section by making an application for dispute resolution under Part 8 within 15 days after the date the Tenant receives the notice.
- (9) If a Tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (8), the Tenant

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- (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
- (b) must vacate the Rental Unit by that date.

Notice to end Manufactured Home Site Tenancy – Landlord use of property

- 7.14 (1) Subject to section 7.17 [tenant's compensation: section 7.14 notice], a Landlord may end a Tenancy in respect of a Manufactured Home Site if the Landlord has all the necessary permits and approvals required by law, and intends in good faith, to convert all or a significant part of the Manufactured Home Park to a non-residential use or a residential use other than a Manufactured Home Park.
- (2) A notice to end a Manufactured Home Site Tenancy must end the Tenancy effective on a date that is:
- (a) is not earlier than 12 months after the date the Tenant receives the notice;
 - (b) is the day before the day in the month, or in the other period on which the Tenancy is based, that Rent is payable under the Tenancy Agreement; and
 - (c) if the Tenancy Agreement is a Fixed Term Tenancy Agreement, not earlier than the date specified as the end of the Tenancy.
- (3) A Tenant may dispute a notice under this section by making an application for dispute resolution under Part 8 within 15 days after the date the Tenant receives the notice.
- (4) If a Tenant who has received a notice under this section does not make an application for dispute resolution in accordance with subsection (3), the Tenant
- (a) is conclusively presumed to have accepted that the Tenancy ends on the effective date of the notice; and
 - (b) must vacate the Manufactured Home Site by that date.

Early notice by Tenant

- 7.15 (1) If a Landlord gives a Tenant a notice to end a Periodic Tenancy under section 7.11, section 7.13, or 7.14, the Tenant may, at any time during the period of notice,
- (a) give to the Landlord at least 10 days' written notice to end the Tenancy on a date that is earlier than the effective date of the Landlord's notice; and
 - (b) pay the Landlord, on the date the notice is given under paragraph (a), the proportionate amount of Rent due to the effective date of the Tenant's notice, unless subsection (2) applies.
- (2) If the Tenant paid Rent before giving a notice under subsection (1)(a), on receiving the Tenant's notice, the Landlord must refund any Rent paid for a period after the effective date of the Tenant's notice.
- (3) A notice under this section does not affect the Tenant's right to compensation under section 7.16 or section 7.17.

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Compensation respecting section 7.13 notices – Rental Unit

- 7.16 (1) A Tenant who receives a notice to end a Rental Unit Tenancy under section 7.13 is entitled to receive from the Landlord on or before the effective date of the Landlord's notice an amount that is the equivalent of one month's Rent payable under the Tenancy Agreement.
- (2) A Tenant referred to in subsection (1) may withhold the amount authorized from the last month's Rent and, for the purposes of section 7.15(2), that amount is deemed to have been paid to the Landlord.
- (3) If a Tenant referred to in subsection (1) gives notice under section 7.15 before withholding the amount referred to in that section, the Landlord must refund that amount.
- (4) In addition to the amount payable under subsection (1), if
- (a) steps have not been taken to accomplish the stated purpose for ending the Tenancy under section 7.13 within a reasonable period after the effective date of the notice; or
 - (b) the Rental Unit is not used for that stated purpose for at least 6 months beginning within a reasonable period after the effective date of the notice,
- the Landlord, or the Purchaser, as applicable under section 7.13, must pay the Tenant an amount that is the equivalent of double the monthly Rent payable under the Tenancy Agreement.

Compensation respecting section 7.14 notices – Manufactured Home Sites

- 7.17 (1) At the end of a Manufactured Home Site Tenancy under section 7.14, the Landlord must pay the Tenant an amount that is equivalent to twelve (12) months' Rent payable under the Tenancy Agreement on or before the effective date of the notice.
- (2) In addition to the amount payable under subsection (1), if the Landlord has not taken steps to accomplish the stated purpose for ending the Tenancy under section 7.14 within a reasonable period after the effective date of the notice, the Landlord must pay the Tenant an amount that is equivalent of six (6) times the monthly Rent payable under the Tenancy Agreement.

Form of notice of end of Tenancy Agreement

- 7.18 (1) In order to be effective, a notice to end a Tenancy must be in writing and must
- (a) be signed and dated by the Landlord or Tenant giving the notice;
 - (b) give the address of the Rental Unit or Manufactured Home Site;
 - (c) state the effective date of notice;
 - (d) except for a notice under section 7.3 [Tenant's notice], state the grounds for ending the Tenancy; and
 - (e) when given by a Landlord, be in the approved form.

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- (2) If a Landlord or Tenant gives a notice to end the Tenancy Agreement that is otherwise in accordance with this Law except that the notice specifies:
- (a) an effective date that is earlier than permitted by this Law, the notice is deemed to be effective on the earliest date permitted under this Law;
 - (b) an effective date, other than the last or first day of a Rental Payment Period, that is a date later than the earliest date permitted under this Law, the notice is deemed to be effective on the last day of the Rental Payment Period in which the notice was specified to be effective; or
 - (c) the effective date as the day after the last day of a Rental Payment Period, the notice is deemed to be effective on the last day of the Rental Payment Period preceding the effective date specified in the notice.

Order of possession for Tenant

- 7.19 (1) A Tenant who has entered into a Tenancy Agreement with a Landlord may request an order of possession of the Rental Unit or Manufactured Home Site by making an application for dispute resolution.
- (2) The Director or CAO may grant an order of possession to a Tenant under this section before or after the date on which the Tenant is entitled to occupy the Rental Unit or Manufactured Home Site under the Tenancy Agreement, and the order is effective on the date specified by the Director or CAO.
- (3) The date specified under subsection (2) may not be earlier than the date the Tenant is entitled to occupy the Rental Unit or Manufactured Home Site.

Order of possession for Landlord

- 7.20 (1) If a Tenant makes an application for dispute resolution to dispute a Landlord's notice to end a Tenancy, the Director or CAO must grant an order of possession of the Rental Unit or Manufactured Home Site to the Landlord if, at the time scheduled for the hearing:
- (a) the Landlord makes an oral request for an order of possession; and
 - (b) the Director or CAO dismisses the Tenant's application or upholds the Landlord's notice.
- (2) A Landlord may request an order of possession of a Rental Unit or Manufactured Home Site in any of the following circumstances by making an application for dispute resolution:
- (a) a notice to end the Tenancy has been given by the Tenant;
 - (b) a notice to end the Tenancy has been given by the Landlord, the Tenant has not disputed the notice by making an application for dispute resolution and the time for making that application has expired;

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- (c) the Tenancy Agreement is a Fixed Term Tenancy Agreement that provides that the Tenant will vacate the Rental Unit or Manufactured Home Site at the end of the fixed term;
 - (d) the Landlord and Tenant have agreed in writing that the Tenancy is ended.
- (3) The Director or CAO may grant an order of possession before or after the date when a Tenant is required to vacate the Rental Unit or Manufactured Home Site, and the order takes effect on the date specified in the order.

Part 8–DISPUTE RESOLUTION

Dispute resolution available

8.1 A person may make an application to the Administrator for dispute resolution in relation to a dispute with the person's Landlord or Tenant in respect of any of the following:

- (a) rights, obligations and prohibitions under this Law;
- (b) rights and obligations under the terms of a Tenancy Agreement that
 - (i) are required or prohibited under this Law, or
 - (ii) relate to
 - (A) the Tenant's use, occupation or maintenance of the Rental Unit, or
 - (B) the use of Common Areas or Services or Facilities.

Administrator may extend deadline

8.2 The Administrator may extend the deadline for filing an application for dispute resolution if the Landlord or Tenant can demonstrate that, due to circumstances beyond their control, they did not have sufficient time to apply for dispute resolution within the time provided in the applicable notice.

Application

8.3 An application for dispute resolution must:

- (a) be in the approved form;
- (b) include full particulars of the dispute that is to be the subject of the dispute resolution proceedings; and
- (c) be accompanied by the approved fee.

Administrator review of application

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8.4 The Administrator may refuse to accept an application for dispute resolution if

- (a) in the Administrator's opinion, the application does not disclose a dispute that may be determined under this Part, including in accordance with section 7.4(c); or
- (b) the applicant does not comply with section 8.3.

Settling a dispute or referring to Housing Committee or the Director or CAO

8.5 (1) Upon accepting an application for dispute resolution, the Administrator may assist parties to settle their dispute, with the exception of the following matters:

- (a) disputes over Rent Increases and any other dispute involving money; or
 - (b) disputes concerning an eviction.
- (2) If the parties settle their dispute during dispute resolution proceedings overseen by the Administrator under subsection (1), the Administrator may record the settlement in the form of a decision or an order.
- (3) For any dispute that is not settled or is outside the Administrator's authority under subsection (1), the Administrator must refer the dispute resolution application to the Housing Committee for review under section 8.7, or if the Executive Council has not established a Housing Committee, to the Director or CAO under section 8.9.

Limitation Period

8.6 If this Law does not state a time by which an application for dispute resolution must be made, then it must be made within two (2) years of the date the Tenancy to which the matter relates ends or is assigned.

Housing Committee review of application for dispute resolution

8.7 (1) If the Executive Committee has established a Housing Committee, this section applies to disputes referred by the Administrator under section 8.5(3).

- (2) Subject to this section, upon receipt of an application for dispute resolution under section 8.5(3), the Housing Committee must consider the application and recommend to the Director or CAO the manner in which the dispute should be resolved including, if applicable, a recommended draft order to give effect to the rights, obligations and prohibitions under this Law.
- (3) The Housing Committee's recommendation under subsection (2) must include sufficient detail and information to allow the Director or CAO to make a determination under section 8.8.
- (4) In hearing a dispute, the Housing Committee may conduct further investigations, including meeting with the parties to the dispute, and any other parties, to ascertain the appropriate course for resolution of the dispute.
- (5) The Housing Committee may dismiss all or part of an application for dispute resolution if

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- (a) there are no reasonable grounds for the application or part of the application;
 - (b) the application or part of the application does not disclose a dispute that may be determined under this Part; or
 - (c) the application or part of the application is frivolous or an abuse of the dispute resolution process.
- (6) Nothing in this section precludes the Housing Committee from assisting the parties, or offering the parties an opportunity, to settle their dispute, with the exception of the following matters which must be the subject of a recommendation to the Director or CAO under subsection (1):
- (a) disputes over Rent increases and any other dispute involving money; or
 - (b) disputes concerning an eviction.
- (7) If the parties settle their dispute during dispute resolution proceedings overseen by the Housing Committee under subsection (6), the Housing Committee may record the settlement in the form of a decision or an order.

Director or CAO Determination of a Dispute

- 8.8 (1) Subject to section 8.9, the Director or CAO has jurisdiction to hear and make the final determination of any dispute regarding a Tenancy created under this Law between a Tenant and a Landlord following the recommendation of the Housing Committee.
- (2) The Director or CAO may dismiss all or part of an application for dispute resolution if
- (a) there are no reasonable grounds for the application or part of the application;
 - (b) the application or part of the application does not disclose a dispute that may be determined under this Part; or
 - (c) the application or part of the application is frivolous or an abuse of the dispute resolution process.
- (3) The Director or CAO may make any finding of fact or law that is necessary or incidental to determining a dispute under this section and may make any order that is necessary to give effect to the rights, obligations and prohibitions under this Law.
- (4) A decision of the Director or CAO under this section is final and binding.
- (5) Nothing in this section prevents the Director or CAO from assisting the parties to settle their dispute.
- (6) If the parties settle their dispute during dispute resolution proceedings overseen by the Director/CAO under subsection (5), the Director or CAO may record the settlement in the form of a decision or an order.

If Housing Committee is Not Established

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- 8.9 (1) If the Executive Council has not established a Housing Committee, the Director or CAO, upon receipt of an application for dispute resolution under section 8.5(3), must consider the application, and carry out any steps that are necessary to determine the dispute under section 8.8.
- (2) In hearing a dispute, the Director or CAO may conduct further investigations, including meeting with the parties to the dispute, and any other parties, to ascertain the appropriate course for resolution of the dispute.

Part 9– OFFENCES, PENALTIES AND ENFORCEMENT

Administrative Remedies and Penalties

- 9.1 (1) If the Director or CAO determines that a Landlord or Tenant has contravened this Law, the regulations, the Director or CAO may assess an administrative penalty payable to the Tla'amin Nation or to the Landlord or Tenant up to the maximum amount and in the manner prescribed.
- (2) In addition to any other administrative penalties as may be prescribed by regulation, the Director or CAO may impose a requirement for community service on any Tenant of a Subsidized Rental Unit or Tla'amin Housing Unit who has contravened this Law or the regulations.
- (3) Before the Director or CAO assesses an Administrative Penalty under subsection (1), or (2), the Director or CAO must consider all of the following:
- (a) previous contraventions of a similar nature by the person;
 - (b) the gravity and magnitude of the contravention;
 - (c) whether the contravention was repeated or continuous;
 - (d) whether the contravention was deliberate;
 - (e) any economic benefit derived by the person from the contravention;
 - (f) the person's cooperativeness and efforts to correct the contravention; and
 - (g) any other prescribed consideration.
- (4) When assessing an Administrative Penalty under this section, the Director must give a notice of the determination to the person against whom the Administrative Penalty is assessed setting out all of the following:
- (a) the nature of the contravention;
 - (b) the amount or nature of of the Administrative Penalty;
 - (c) the date by which the Administrative Penalty must be paid or the community service must be carried out.

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Order for compliance and Filing Orders in Court

9.2 (1) A decision or an order of the Executive Council, Director or CAO may be filed in the Supreme Court and enforced as a judgment or an order of that court after

(a) a review of the director's decision or order has been

(i) refused or dismissed, or

(ii) concluded, or

(b) the time period to apply for a review has expired.

(2) Subsection (1) applies whether the decision or order is interim, temporary or final.

Offenses

9.3 (1) A person must not obstruct, interfere with or hinder the Administrator, the Director or CAO, the Executive Council, or any authorized employee, officer, or agent in the carrying out of their duties and responsibilities under this Law.

(2) Any person who violates any of the provisions of this Law or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Law, or who neglects to do or refrains from doing any act or thing required by any of the provisions of this Law, is guilty of an offence under this Law.

(3) Any person who gives false or misleading information in a dispute resolution proceeding under this Law is guilty of an offence under this Law.

(4) A Tenant or occupant who willfully causes damage to the Residential Property is guilty of an offence under this Law.

(5) Any person who is guilty of an offence under this Law is liable, on summary conviction, to a fine of not more than Ten Thousand Dollars (\$10,000.00) and to any penalties specified in the *Enforcement and Ticketing Law* or regulations.

Investigations

9.4 (1) The Administrator may conduct investigations to ensure compliance with this Law and the regulations whether or not the Administrator has accepted an application for dispute resolution in relation to the matter.

(2) If an investigation is conducted, the Administrator must make reasonable efforts to give the person under investigation an opportunity to respond.

Part 10- GENERAL

Orders

10.1 An order issued under this Law by the Director or CAO must be signed by the Director or CAO and one member of the Executive Council.

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Forms

- 10.2 (1) Executive Council may approve forms for the purposes of this Law.
- (2) Deviations from an approved form that do not affect its substance and are not intended to mislead do not invalidate the form used.

Fees

- 10.3 Executive Council may approve fees for the provision, under this Law or the regulations, of a service by the Tla'amin Nation to any person.

Regulations

- 10.4 (1) The Executive Council may make regulations it considers necessary or advisable for purposes under this Law.
- (2) Without prejudice to the generality of subsection (1), the Executive Council may make regulations:
- (a) exempting Tenancy Agreements, Rental Units, Manufactured Home Sites or Residential Property from all or part of this Law;
 - (b) respecting Tenancy Agreements, including prescribing terms or formal requirements for Tenancy Agreements;
 - (c) respecting requirements for insurance;
 - (d) respecting rights and obligations of Landlords and Tenants that are not inconsistent with this Law, and providing that those rights and obligations must be terms of Tenancy Agreements;
 - (e) prescribing
 - (i) the circumstances in which a Landlord may consider that a Tenant has abandoned a Rental Unit, Manufactured Home or Manufactured Home Site,
 - (ii) the manner in which a Landlord may dispose of personal property abandoned by a Tenant, and
 - (iii) the manner in which the proceeds from disposing of personal property are to be dealt;
 - (f) prescribing the following regarding condition inspections:
 - (i) the procedures to be followed in conducting the inspection, and
 - (ii) the form, content, completion requirements and use as evidence of a condition inspection report;
 - (g) prescribing the amount and processes for imposing administrative penalties;

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- (h) respecting matter related to the dispute resolution process under Part 8;
- (i) defining a word or expression used in this Law; and
- (j) subject to section 10.2, prescribing forms for the purposes of this Law.

Transition

- 10.5 (1) The Executive Council may make regulations considered necessary or advisable for the purpose of more effectively bringing into operation this Law or amendments to this Law, and to remedy any transitional difficulties encountered in doing so.
- (2) A regulation made under subsection (1) may be made retroactive to a date not earlier than the date upon which the Final Agreement took effect.

Part 11- COMMENCEMENT

Commencement

- 11.1 This Law comes into force on the date of its enactment by the Tla'amin Legislative Assembly.

THIS LAW IS HEREBY DULY ENACTED by the Tla'amin Legislative Assembly on the 4th day of July 2018, on Tla'amin Lands, in the Province of British Columbia.



ORDER OF THE LEGISLATIVE ASSEMBLY OF THE TLA'AMIN NATION

Legislative Assembly Order No.: TNO-LA 05/2018

Approved and Ordered: July 4, 2018

Order

The Legislative Assembly hereby enacts *the Residential Tenancy Law*, effective July 4, 2018.

Authority

This Legislative Assembly Order is made under the authority of the Tla'amin Constitution.

*Signed by the Hegus on behalf of the
Legislative Assembly of the Tla'amin Nation*