

Residency By-Law of the Acadia First Nation

A By-Law Governing the Residence, Occupation and Use of Acadia First Nation Reserves by Band Members and Other Persons:

WHEREAS the Chief and Council of Acadia First Nation desire to make a by-law governing the residence, occupation and use by its members and other persons on Acadia First Nation reserve lands.

AND WHEREAS Acadia First Nation is empowered by its inherent right to govern, including jurisdiction over its reserve lands and membership as recognized and affirmed by section 91(24) of the *Constitution Act, 1867*, and section 35 of the *Constitution Act, 1982*, to enact the present by-law.

AND WHEREAS Acadia First Nation is further empowered to make this by-law pursuant to sections 81(1)(p.1), (q), and (r) of the *Indian Act*.

AND WHEREAS Acadia First Nation is concerned by incidents of undesirable activity on its reserves, and the dangers that such circumstances present to safety, health and peace of persons present on reserve.

AND WHEREAS the right and entitlement of members to live on, occupy or otherwise use the reserves is subject at all times to the inherent right of the Chief and Council to govern to ensure safe, healthy and peaceful communities.

AND WHEREAS residing on Acadia First Nation reserves and participating in the culture, traditions, and way of life on reserve is a privilege afforded to persons that adopt and support a safe, healthy and peaceful community.

AND WHEREAS it is considered necessary for the safety, health and peace of persons present on Acadia First Nation reserves to regulate the residence of Band Members and others on reserve.

AND WHEREAS the Chief and Council of Acadia First Nation did enact a Residency By-law on the 20th day of November, 1998, and wishes to repeal the said Residency By-law and replace it with this By-law:

NOW THEREFORE the Chief and Council of Acadia First Nation hereby make the following by-law:

1.0 SHORT TITLE

1.1 This by-law may be cited as the "Acadia First Nation Residency By-law".

2.0 PURPOSE

2.1 Acadia First Nation seeks to administer housing on its Reserves to create safe and respectful communities, and to ensure that Band housing, when available, is offered to Band Members in an equitable manner to the benefit of the community as a whole.

2.2 The goals of the Acadia First Nation Residency By-law are to:

- (a) Establish a fair and impartial decision making process for residence on the Reserves;
- (b) Foster safe, healthy, peaceful and respectful communities on the Reserves; and
- (c) Ensure effective stewardship of the housing resources of Acadia First Nation.

3.0 DEFINITIONS

3.1 In this By-Law

- (a) "Applicant" means a person who has submitted an application for permission to be a resident of the reserve in accordance with section 5;
- (b) "Band Member" means a person whose name appears on the Acadia First Nation list pursuant to the *Indian Act* or, if applicable, the Membership rules of the First Nation;
- (c) "Band Council" means the Band Chief and Council, as defined in the *Indian Act*, of Acadia First Nation;
- (d) "Child" includes a child born in or out of wedlock, or an adopted child, whether under provincial law or in accordance with Mi'kmaq custom;
- (e) "Dwelling" means any house, apartment, mobile home, or a room located therein, or any similar lodging, whether or not condemned or suitable for habitation;
- (f) "First Nation" means the Acadia First Nation;
- (g) "Indictable Offence" includes a hybrid offence that proceeded by way of summary conviction;
- (h) "Officer" means any police officer, police constable or other person charged with the duty to preserve and maintain the public peace, and any by-law

enforcement officer or other person appointed by the Council for the purpose of maintaining law and order on the Reserve; and

- (i) "Principal Residence" means the primary place at which a person resides on a permanent and full time basis;

"Reserve" means any of the following:

- (a) Gold River Reserve number 21;
- (b) Medway Reserve number 11;
- (c) Ponhook Reserve number 10;
- (d) Wildcat Reserve number 12;
- (e) Yarmouth Reserve number 33;
- (f) Hammonds Plains Reserve number 67; and
- (g) Any future reserve of the Acadia First Nation.

"Reside" means to live on the Reserve in one's Principal Residence;

"Resident" means a person who is permitted to Reside on the Reserve according to this By-Law;

"Spouse" means a person who is married to, or cohabits in a relationship of some permanence or commitment with, a Band-Member.

4.0 ELIGIBILITY TO RESIDE ON RESERVE

4.1 A person is eligible to reside on the Reserve if that person:

- (a) Is a registered Band Member who is 18 years of age or older; or
- (b) Is the guardian of one or more Band Members who are under the age of 18;

and

- (c) Has the approval of Band Council to be a Resident pursuant to Section 6.0 of this By-Law; or
- (d) Has been allocated Band Housing at the time that this By-Law comes into force, but only until the term of that allocation ends, or they cease to occupy that home as their Principal Residence.

4.2 Any person who is not approved for residency on the Reserve, or who is not otherwise statutorily entitled to do so pursuant to the rights set out in section 5.4, is not entitled to reside on, or occupy any portion of, the Reserve.

5.0 APPLICATIONS FOR RESIDENCY AND NOTICES

Applications for Residency

5.1 Other than those validly residing on the Reserve at the time this By-Law comes into force in accordance with section 4.1 (d), or the rights set out in section 5.4 any person who wishes to reside on the Reserve must apply to the Band Council for permission to be a resident of the Reserve, or to extend any defined period for which permission was previously granted to the person to be a resident of the Reserve.

5.2 Applications for residency must be submitted to the Band Council in writing and include:

- (a) The reason the applicant would like to be a Resident;
- (b) The duration of the proposed residency on the Reserve, if temporary;
- (c) The applicant's preferred place of residence, if applicable;
- (d) The name and status of the applicant's spouse and dependent children, if applicable;
- (e) The names of any additional persons with whom the applicant proposes to reside, if applicable;
- (f) The names of the Band Member(s) under the age of 18 subject to the applicant's guardianship, if applicable;
- (g) Whether the applicant is seeking allocation of Band housing;
- (h) Any additional information the applicant wishes to provide relating to the considerations listed in subsection 6.1(c), (e), and (f);
- (i) Signed written authorizations in a form satisfactory to the Band Council authorizing the Band Council to seek and obtain Criminal Records Checks for the applicant and all other persons over the age of twelve (12) years with whom the applicant proposes to reside; and
- (j) Such other information as the Band Council may request.

5.3 Notwithstanding anything else in this By-Law, any person that is incarcerated or in judicial custody at the time this By-Law comes into force shall be required to

apply to continue to reside on the Reserve after their release and, for clarity, section 4.1(d) will not apply.

Notices of Residency

5.4 If a person resides on the Reserve pursuant to an Order issued by a Court pursuant to the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, SC 2013, c 20, or sections 18.1, 20, or 24, or subsections 28(2) and 58(3) of the *Indian Act*, RSC 1985, c I-5, that person, or in the case of persons under the age of 18, that person's parent or guardian, must give notice to the Band Council of such residence within two (2) months of commencing residency.

5.5 Notices of residency must be submitted to the Band Council in writing and include:

- (a) The duration of the residency on Reserve, if temporary;
- (b) The proposed place of residency;
- (c) The name and status of the applicant's spouse and dependent children, if applicable; and
- (d) Such other information as the Band Council may request.

5.6 Notices of Residency not based on valid rights to reside on the Reserve as set out in section 5.4 will be rejected.

6.0 CONSIDERATION OF APPLICATIONS FOR RESIDENCY

6.1 In reviewing applications for residency, the Band Council shall consider the following factors:

- (a) Whether the applicant is eligible for residency on the Reserve pursuant to sections 4.1 (a) and (b) of this By-Law;
- (b) Whether the applicant has arranged for a place to reside on the Reserve;
- (c) Whether the applicant's residency on the Reserve would be compatible with the culture, society, and community of Acadia First Nation, and the safety or health of those residing on the Reserve;
- (d) The availability of adequate funding, land, housing and services;
- (e) The extent to which the applicant is prepared to commit to the welfare and advancement of the community residing on the Reserve; and

- (f) Whether the applicant's approval to reside on the Reserve has been previously revoked, or disallowed pursuant to this By-Law, the circumstances surrounding that revocation/disallowance, any change in the applicant's circumstances, and whether the presence of the applicant on the Reserve presents or would present a potential danger to the safety or health of the community.

6.2 Once the Band Council is satisfied it has all information necessary to make a decision, it shall:

- (a) Consider all the information included with the request;
- (b) Facilitate an interview with the Band Member with one or more member(s) of the Band Council, if deemed necessary in the discretion of the Band Council;
- (c) Meet *in camera* to consider the request;
- (d) Dispose of the request by:
 - (i) Approving the request as proposed;
 - (ii) Approving the request in part or subject to certain conditions;
 - (iii) Extending any defined period for which permission was previously granted to the applicant to be a resident of the Reserve; or
 - (iv) Refusing the request.

6.3 The Band Council shall give notice of its decision to the applicant.

6.4 The decision of the Band Council shall be final, and not subject to appeal except by way of a request for reconsideration in accordance with section 7.6 of this By-Law.

Occupancy Agreement

6.5 Each person to whom a Band house has been allocated will sign an Occupancy Agreement. Residents who have not signed an Occupancy Agreement at the time this by-law comes into force with respect to their Band allocated house will be required to do so on a go-forward basis. Notwithstanding, it is a requirement that:

- (a) The Resident allows for reasonable access to the housing unit, by the appointed delegate of the Band Council, for inspection as required by the Band Council. Unless the nature of the circumstances prohibits it, the Band Council will provide the Resident with twenty-four (24) hours notice of required entry for inspection purposes;

- (b) The Resident is responsible for the routine maintenance, repairs and day-to-day upkeep of the housing unit;
- (c) The Resident is responsible to maintain the outside property including lawn, shrubbery and plants, to keep the unit and property free from garbage and debris and unsightly items, including derelict motor vehicles or other equipment;
- (d) The Resident is responsible for snow removal from walkways and driveways;
- (e) The Resident is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the occupant, their guests or their pet(s);
- (f) The Resident is responsible to immediately report to the housing director any accident, break or defect in interior plumbing, heating or general;
- (g) The Resident is not permitted to alter or cause to be altered the locking system on any unit entry door;
- (h) The Resident may not remove from the unit any fixtures, sinks, bathtubs, or appliances;
- (i) The Resident shall not make or authorize any alternations or additions to the building or property unless they have prior written consent from the housing director to do so.
- (j) The Resident is responsible for:
 - (i) Ensuring that the housing unit is clean and sanitary and that is maintained in a reasonable state of repair. The resident will not deface or mark the interior or exterior walls, floors, appliances, fixtures, or fixed assets in the housing unit.
 - (ii) Maintaining the housing unit in a reasonable state through general housekeeping. General housekeeping includes:
 - A. Cleaning the house;
 - B. Vacuuming;
 - C. Cleaning the windows;
 - D. Monitoring and wiping moisture;
 - E. Keeping heating and air vents clean and clear;
 - F. Cleaning appliances;
 - G. Removing garbage;

- H. Cleaning the yard;
- I. Maintaining any gardens;
- J. Cutting the lawn and weeding;
- K. Removing snow near doors, including walkways and driveways;
- L. Disposing hazardous materials properly; and
- M. Any other general housekeeping and/or maintenance activities.

(iii) Making minor repairs, which may include:

- A. Checking and replacing batteries in smoke alarms;
- B. Maintaining sinks and/or toilets;
- C. Replacing light bulbs; and
- D. Any other minor repairs and/or maintenance activities.

(iv) Making and covering the cost of repairs due to damages to the housing unit caused by actions or neglect on the part of the Resident;

(v) Tenant insurance; and

(vi) Arranging for the connection, payment, and disconnection of the utilities, including gas, hydro, phone, cable or other utilities that may apply.

(k) Residents are responsible for covering the cost of replacement keys.

6.6 Any costs incurred by Acadia First Nation as a result of a breach by the Band Member of the Occupancy Agreement or the requirements of section 6.5 may be deducted from any amounts payable to the Band member, including from future profit share cheques, any amount otherwise payable to him/her.

7.0 DISALLOWANCE OF CONTINUED RESIDENCY AND RESIDENCY REVIEW

7.1 The Band Council may disallow a Band Member's continued residency on Reserve if, in the opinion of the Band Council:

- (a) The Band Member is convicted of an indictable offence for which a pardon has not been granted such that it would be detrimental to the best interests of Acadia First Nation for the person to continue to be a Resident of the Reserve;
- (b) The Band Member is reasonably perceived to be a danger to the welfare of other Residents;

- (c) The Band Member is residing on Reserve, or proposes to reside on Reserve, in an unsuitable temporary or movable housing, such as a trailer, camper, or tent; or
- (d) The Band Member is reasonably believed to be interfering with the ability of other Residents to live on the Reserve safely, in a healthy manner, and in peace.

7.2 The Band Council may cancel, revoke or vary the allocation or designation of any home under its administration if, in the opinion of the Band Council:

- (a) The Band Member has failed to adequately care for allocated housing, is not paying the electricity bill for the house, or has otherwise breached the Occupancy Agreement or the requirements of section 6.5;
- (b) The Band Member is engaged in the sale of drugs or stolen items from the residence, or is otherwise engaged in any illegal activities from the residence notwithstanding the involvement of law enforcement;
- (c) The Band Member has, without express written permission, purported to assign their allocated housing to another person, has sublet the residence, or has taken in boarders;
- (d) The Band Member holds a Certificate of Possession or Certificate of Occupation for another home on Reserve, or is not residing in the allocated dwelling as his or her Principal Residence; or
- (e) The Band Member is deceased.

7.3 Notwithstanding anything else in this By-law, the Band Member to whom a home has been allocated is deemed to be responsible for the actions or omissions of all residents in the home.

7.4 Except in accordance with this By-Law, prior to disallowing continued residency on the Reserve by a Band Member, the Band Council shall:

- (a) Schedule a hearing for residency review;
- (b) At least fourteen (14) days prior to the hearing:
 - (i) Give written notice to the person subject to residency review of the date, time and place of the hearing and inform the person that he or she has the right to appear and be heard at the hearing; and
 - (ii) Post a copy of the notice in the Band office;

- (c) Provide the person subject to residency review with an opportunity to present information and make oral and written submissions;
- (d) Provide any Resident present at the meeting the opportunity to be heard;
- (e) Meet *in camera* to consider the matter after the hearing has concluded;
- (f) Produce written reasons in support of the decision within ten (10) days of the hearing to the person subject to residency review;
- (g) Post the written reasons in support of the decision in the Band Office fifteen (15) days following the date of the hearing.

7.5 A residency review hearing is not required prior to disallowing continued residency or a housing allocation to a Band Member when:

- (a) The Band Member holds a Certificate of Possession or Certificate of Occupation for another home on Reserve, or is not residing in the allocated dwelling as his or her Principal Residence;
- (b) The Band Member is deceased; or
- (c) The Band Council determines that an urgent situation exists requiring the Band Member to immediately cease residing on the Reserve temporarily, pending a residency review hearing due to real or perceived dangers to the safety, health, or peace of other Residents on the Reserve.

Request for Reconsideration

7.6 A Band Member who has been subject to a residency review or a decision made under section 7.5(a) may submit a request for reconsideration within thirty (30) days of receiving the Band Council's written reasons for the decision on the basis that:

- (a) There has been a change in the Band Member's circumstances that is relevant to their residency on the Reserve;
- (b) The Band Member possesses new information relevant to the Band Member's residency on the Reserve that was not known at the time of the Band Council's decision.

7.7 Upon receiving a request for reconsideration, the Band Council shall reconsider the matter, which reconsideration shall not require a hearing, and provide notice, with or without reasons, of the outcome within fourteen (14) days of receiving the request. The outcome of these considerations represents the final decision of the Band Council.

7.8 The final decision of the Band Council is binding and not subject to appeal.

Non-Band Members

7.9 Subject to any applicable legislation, or a court Order, the Band Council may disallow a non-Band Member of Acadia First Nation from continuing to reside on Reserve at its discretion.

7.10 The Band Council may order any person who is not approved for residency on a Reserve, including a visitor, to leave the Reserve. Any person who does not comply with that direction will be a trespasser and sections 10 and 11 herein shall apply.

8.0 COMPLAINTS

8.1 Any Resident may register a complaint against another Resident if the complainant has grounds to believe that the other Resident should not be allowed to continue residence on the Reserve pursuant to subsections 7.1, 7.2, or 7.9, or is not a person eligible to be a resident on Reserve.

8.2 The Band Council, upon receipt of a complaint pursuant to Subsection 8.1, may:

- (a) Conduct an initial inquiry into the complaint;
- (a) If reasonable grounds are found to exist to substantiate the complaint, the Band Council has the discretion to recommend mediation pursuant to Section 9.0, depending on the severity of the alleged complaint; and
- (b) If mediation fails, the Band Council has the discretion to conduct a hearing to revoke residency pursuant to Section 7.4.

9.0 MEDIATION

9.1 The Band Council may seek an appointment of a mediator selected by the Band Council to mediate any issue of contention between the Band Member and the Band Council respecting any matter of residency in an effort to bring an acceptable solution to all parties.

10.0 ENFORCEMENT

10.1 Officers have the following powers of enforcement with respect to this By-Law:

- (a) An Officer may order any person who is residing on, occupying or using the Reserve, and who is not a Resident to cease to Reside on Reserve;

- (b) If a person has been ordered to cease to Reside on Reserve fails or refuses to do so within thirty (30) days, the Officer may issue a further order prohibiting the person from being on or re-entering the Reserve for a period of sixty (60) days;
- (c) Any person who fails to comply with paragraph b of this Section, or any written direction under section 7, commits an offence and may be subject to the penalties set out in Section 11.0.

11.0 PENALTIES

11.1 Any person who contravenes any of the provisions of this By-Law is a trespasser on the Reserve and commits an offence under Section 31 of the *Indian Act* and is liable on summary conviction to a fine not exceeding one thousand dollars (\$1,000.00) or to imprisonment for a term not exceeding thirty (30) days, or both.

THIS BYLAW IS HEREBY enacted at a duly convened meeting of the Council of the Acadia First Nation this 20 day of April, 2020.


Voting in favour of this bylaw are the following Members of the Council:

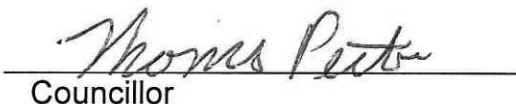

Chief


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor


Councillor

MOTION Mike Paul
SECONDS Avis Johnson.

ACADIA FIRST NATION OCCUPANCY AGREEMENT

IN OCCUPANCY AGREEMENT made in duplicate in the Province of Nova Scotia, on the ____ day of _____.

BETWEEN:

ACADIA FIRST NATION
(Referred to as "AFN")

AND:

(Referred to as the "Tenant")

WHEREAS AFN Chief and Council have exclusive authority over band housing on-Reserve that is owned, built or financed by AFN;

AND WHEREAS AFN wishes to provide housing on AFN Reserve lands to its' Band Members, to the extent available and subject to budgetary and other constraints;

AND WHEREAS AFN wishes to establish band housing occupancy rules and policies to ensure that band members know and understand their responsibilities when occupying band housing;

AND WHEREAS AFN and the Tenant wish to enter into this Agreement to provide for the allocation of a band-owned house to the Tenant for residential occupancy.

NOW THEREFORE THE PARTIES AGREE THAT:

1. DEFINITIONS:

"AFN Reserve Communities" means Yarmouth Reserve, Gold River Reserve, Ponhook Reserve, Wildcat Reserve, Medway Reserve, and Gardiners Mill, together with any other future reserves or land ownings of AFN.

“Occupant” means an individual who has been authorized by AFN to reside at a band-owned housing unit.

“Premises” means the band-owned house or housing unit allocated by AFN to the Tenant(s) under this Agreement.

“Tenant” means a Band Member or a Non-Band Member who has been allotted a band-owned housing unit for the purposes of a residential dwelling.

2. PREMISES

AFN allocates to the Tenant for the sole use and occupancy as a residential dwelling the housing unit, located at _____ Street/Avenue/Lane, _____ Reserve, to be referred to as the “Premises”. This Agreement is a contractual license and is not a grant of any property right.

All Tenants, including AFN Band Members and Non Band Members, who have been allocated a band-owned housing unit, will be required to sign this Occupancy Agreement.

3. OCCUPANTS

The following persons will be the only authorized Occupants of the Premises during the term of this Agreement unless AFN consents in writing to other persons becoming Occupants. The Tenant acknowledges and agrees that this covenant is a material covenant of this Agreement and that its breach is grounds for termination of this Agreement.

Full name of all permanent adult Occupants who will occupy the premises:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

Full name of all permanent minor Occupants, (under 18), including their age.

- 5. _____
- 6. _____

7. _____

8. _____

The Tenant is permitted to have guests at the Premises. However, the Tenant agrees that he/she will not permit any guest to reside or visit the Premises that have been deemed to be a threat to any AFN Reserve communities or have been deemed to be a trespasser under the *Indian Act* by AFN Chief and Council.

4. **TERM**

This Agreement is for a term of one (1) year, commencing on _____ and may be renewed yearly by agreement, unless the Agreement is terminated at an earlier date by either of the parties in accordance with the terms of this Agreement.

5. **PARTIES OBLIGATIONS**

a) **AFN's Obligations:**

AFN agrees to:

- provide and maintain the residential property in a reasonable state of repair, suitable for occupation by the tenant;
- provide the tenant with a refrigerator, stove, washer and dryer and all will be in good working order.

b) **Tenant's Obligations:**

The Tenant agrees to:

- keep the Premises in good, clean condition and be responsible for the general daily upkeep and maintenance of the house, which includes cleaning/maintaining the house and area surrounding the house;
- not mark or deface the interior walls or floors of the house;
- keep the interior and the doors, windows, fixtures, equipment and fittings in habitable and usable condition, except where damage is caused by reasonable wear and tear, fire or storm, and to return the premises to AFN in good and habitable condition at the end of the tenancy;
- repay AFN all expenses arising from damage to the Premises, caused by you or any person you permit on the Premises;

The Tenant agrees not to:

- use the premises for any purpose other than as a residential unit;
- do or permit to be done on the Premises, anything which in AFN's opinion may become a nuisance to neighbors of the Tenant or may cause annoyance or otherwise interfere with the quiet and enjoyment of the neighborhood;
- engage in any conduct or activity within their housing unit which may result in criminal activity occurring within the housing unit, especially activity that places the neighborhood at risk or fear for their safety;
- make alterations to the Premises without AFN's prior written consent in writing.
- place, leave or permit to be placed or left on, in or around their housing unit any material or garbage which may cause a health or safety hazard, either within or outside the housing unit. Food waste should not accumulate in any outdoor receptacle beyond one day as it poses both a health hazard and may attract animals.

Where property damage occurs to the premises, the Tenant agrees that AFN shall have the ability to deduct from any monies payable to the tenant by AFN so as to settle any arrears accrued from such property damage

The Tenant agrees that all improvements made to the Premises will become the property of AFN.

Where major repairs or maintenance is required to the Premises, any requests for repair/maintenance services will be directed by the Tenant to the AFN Housing Department.

6. SERVICES

The Tenant will be responsible for the connection of electrical services to the Premises.

AFN shall not, without the consent of the Tenant in writing, disconnect or cause to be disconnected, heat, water or electric power services being furnished to the Premises, unless the Tenant has been evicted from the Premises or has abandoned the Premises and this Agreement has been terminated between the Parties.

Where services such as cable television, internet or telephone are installed at the Premises, such services will be the responsibility of the Tenant alone.

7. EVICTION

Where the Tenant fails to observe any term, provision or covenant under this Agreement, specifically including the Tenant's obligations contained within section 5, and such failure shall continue for a period of ten (10) calendar days after notice thereof has been given by AFN to cure such default; such event shall constitute a default by the Tenant of the terms of this Agreement and result in eviction, and all rights of the Tenant or any Occupant hereunder shall absolutely cease.

A breach of this Agreement by the Tenant gives AFN or its agent the right to re-enter the Premises or any part or it, and thereafter possess it as if this Agreement has not been made.

Where AFN receives formal complaints regarding disturbance of the peace by the Tenant or Occupants, AFN will provide a warning to the Tenant(s). If after receiving the warning the disturbance to the peace continues, AFN has the right to give a notice of eviction to the Tenants.

All notices of eviction will be in writing and provided to the tenants by AFN at the Premises.

8. ABANDONMENT

A unit reported uninhabited to the AFN Housing Department and left uninhabited for more than thirty (30) days will be considered abandoned. In such circumstances, AFN will attempt to contact the Tenant by telephone, and if unable to contact the Tenant AFN will send a written letter by registered mail indicating the Tenant will have thirty (30) days to contact AFN or the Agreement will be terminated.

If the Tenant abandons the Premises or terminates the tenancy otherwise than in the manner permitted, AFN may mitigate damages that may be caused by the abandonment or termination, and the Tenant will be responsible for the costs associated with the same.

9. TERMINATION

This Agreement may be terminated by:

- (a) Mutual agreement;
- (b) the Tenant, or
- (c) AFN for cause, including abandonment or eviction, or default of the Agreement by the Tenant.

AFN and the Tenant may mutually agree in writing to terminate the Tenant's occupancy of the Premises on a specific date.

A Tenant may voluntarily relinquish occupancy of their housing unit by providing to AFN a minimum of thirty (30) calendar days' notice in writing. AFN may waive this notice requirement in whole or in part.

Otherwise, the tenancy will expire at the end of the Term if it is not renewed.

10. ENTRY OF PREMISES

Except in the case of an emergency, eviction, or abandonment, AFN shall not enter the Premises without the consent of the Tenant unless:

1. Notice of termination of the Agreement has been given and the entry is at a reasonable hour for the purpose of exhibiting the Premises to prospective tenants and reasonable efforts have been made to give the Tenant at least four (4) hours' notice; or
2. The entry is made during daylight hours, and written notice of the time of the entry has been given to the Tenant at least twenty-four (24) hours in advance of the entry.

11. ENTRY DOORS

Except by mutual consent, neither AFN nor the Tenant shall, during occupancy by the Tenant, alter or cause to be altered the lock on a door that gives entry to the Premises. If AFN acts under section 9 of this Agreement, AFN may change the locks.

12. INSURANCE

AFN, as the owner of the Premises, will bear the cost of insurance for the home.

The Tenant, as the Occupant of the Premises, will be responsible for the cost of personal contents insurance.

The Tenant will not do or omit to do something which may render void or voidable any policy of insurance for the Premises.

13. PETS

Tenants shall be liable for all losses or damages that may be caused to their premises by their pet or animal. Further, each Tenant shall be fully responsible

for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pet or animal.

14. ASSIGN OR SUBLET

The Tenant shall not assign or sublet the Premises.

15. AMENDMENT

This Agreement constitutes the entire Agreement between the Parties in regard to the subject matter hereof, subject to no other oral or written proposals, agreements or understandings whatsoever and may only be subsequently supplemented or amended by a written agreement subscribed by the Parties.

16. INDEMNIFICATION

The Tenant will indemnify and save AFN harmless for all liabilities, fines, suits, and claims of any kind for which AFN may be liable, or suffer by reason of the Tenant's occupancy of the Premises

17. JOINT OBLIGATIONS

If there is more than one Tenant, the obligations hereunder shall be joint and several, meaning that both are fully liable.

SIGNED, SEALED AND DELIVERED DUPLICATE at _____ on the
____ day of _____, 20____, in the presence of:

Witness

Tenant

Witness

Tenant

Witness

Acadia First Nation