



CANADIAN FORCES HOUSING AGENCY

LICENCE TO OCCUPY

DEPARTMENT OF NATIONAL DEFENCE HOUSING

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

represented by the Minister of National Defence

(herein referred to as the Minister)

AND:

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(herein referred to as the Occupant)

## DEFINITIONS

1. “Dependant” as defined in *Compensation and Benefits Instructions* (CBI) 209.80(3) means, in respect of an officer or non-commissioned member:

- a. the member’s spouse or common-law partner, who is normally resident with the member at the member’s place of duty or who, if living separately is doing so for military reasons;
- b. a relative by blood, marriage or common-law partnership or adoption legally or in fact who is normally resident with the member and for whom the member may claim a personal exemption under the *Income Tax Act*;
- c. a housekeeper, if the member is single and has a dependent child as defined in CBI 205.015 for whom the member maintains a home in which the member also normally resides;

“dependent child” as defined in CBI 205.015 means a child or legal ward of a member or an individual adopted legally or in fact by the member who is;

- (1) single;
  - (2) in law or in fact in the custody and control of the member;
  - (3) under 21 years of age, or of any age if prevented from earning a living by reason of mental or physical infirmity; and
  - (4) dependent upon the member for support.
- d. a child who is normally resident with the member and for whom the member would have been eligible to claim a personal exemption under the *Income Tax Act* if the child were a relative by blood, marriage or common-law partnership or adoption legally or in fact and for whom the member has accepted full financial responsibility and has commenced adoption proceedings;
  - e. a child or legal ward of the spouse or common-law partner or the member, or of the spouse or common-law partner and the member, or an individual adopted legally or in fact by the spouse or common-law partner or the member, or by the spouse or common-law partner and the member, who cannot be claimed as a personal exemption by the member under the *Income Tax Act* but who is single and in full-time attendance at school or university, if it would be equitable and consistent with the purpose of this section that such a person be a dependant; or
  - f. a family member who is permanently residing with the member, but who is precluded from qualifying as a dependant under the *Income Tax Act* because the family member receives a pension.

## LICENCE

2. In consideration of the Licence Fee hereinafter described, the Minister hereby grants to the Occupant, and their Dependants, a licence, beginning on \_\_\_\_\_, 20\_\_\_\_, to use and occupy the residential Premises known as (\_\_\_\_\_) (herein referred to as the Premises).
3. The Occupant shall use the Premises as a private dwelling only, and shall not carry on or permit to be carried on therein any trade or business, unless authorized in writing by the Minister.
4. The Occupant shall not sublicense the Premises or assign this Licence.
5. No tenancy is established by this Licence. The various provincial Landlord and Tenant acts do not apply to Department of National Defence Housing.

## LICENCE FEE

6. The Occupant shall pay to the Minister a monthly fee of \$ \_\_\_\_\_ on or before the first day of every month (herein referred to as the Licence Fee) by way of payroll deduction. Payment by other means shall be in exceptional circumstances only and have to be approved by the Minister. The Licence Fee shall be prorated daily for days that the Premises are not occupied at the knowledge and agreement of the Minister.
7. The Licence Fee includes the fee for any utilities that the Minister supplies.
8. The Occupant hereby authorizes and requests the Minister to deduct the Licence Fee, and any other amount payable by the Occupant to the Minister under this Licence, from any amount owed by the Minister to the Occupant, including, without restricting the generality of the foregoing, pay. Returned or non-sufficient funds cheques shall be subject to an administration fee in the amount prescribed by Treasury Board Directives. Licence Fees in arrears 30 days or more shall be subject to interest at the rate prescribed by Treasury Board Directives.
9. The Minister may change the amount of the Licence Fee, provided that the Minister gives at least a three month written notice of the change to the Occupant.

## ENTRY BY MINISTER

10. The Minister, his officers, employees, agents, contractors and sub-contractors, may enter the Premises:
  - a. at any time if there is an emergency;
  - b. after giving at least 24 hour written notice to the Occupant, for the purpose of conducting inspections, appraisals or repair of the Premises, and, notwithstanding the generality of the foregoing, replace flooring, upgrade fixtures, kitchens, or bathrooms, or to perform any maintenance or repairs that are the responsibility of the Occupant and which the Occupant has failed to do; or

- c. at the written or verbal request of the Occupant for maintenance repairs.

## RIGHTS OF TERMINATION

11. The Minister may terminate this Licence without notice upon breach of any term thereof by the Occupant, or by giving at least a 30-day written notice to the Occupant.
12. The Occupant may terminate this Licence:
  - a. by giving at least a 30-day written notice to the Minister; note that a minimum occupancy of 60 days is required. Failure to provide the required written notice shall result in the Occupant being charged for the full 30-day notice period; or
  - b. by presenting to the Minister, within 48 hours of receipt, evidence of a short-order posting.

## LOCKS AND KEYS

13. The Occupant is responsible for the safekeeping of their Premises keys. Premises keys shall not be retained by the Minister. Where the Occupant requests locks to be changed or added for any reason other than defective locks, they shall be required to pay all associated costs.

## UTILITIES

14. The Minister shall provide infrastructure for utilities, including heat, electricity, water, sewage and telephone at the Premises. The Minister shall not be liable for any interruption of any such utilities or services, howsoever caused.
15. The Occupant is responsible to procure their own utilities and pay for them, unless utilities are provided by the Minister. The Occupant may refer to the Allocation of Housing document for the list of included utilities. The Occupant shall be held liable for any damages to the Premises caused by disconnection for non-payment of utility services. In the event that the Minister provides utilities, the Minister shall not be liable for any interruption of such utilities unless the Minister is at fault.

## CONDITION AND MAINTENANCE OF PREMISES

16. The Occupant shall inspect the Premises and, within five (5) business days of the start of the term of the Licence, shall complete and return to the Minister the March-in Inspection Checklist.
17. The Occupant shall report promptly to the Minister all damage to the Premises, and without limiting the generality of the foregoing, all leaking faucets, hot water tanks and toilets. Plumbing blockages resulting from the Occupant's negligence are the Occupant's financial responsibility.
18. The Minister shall maintain the structure of the Premises, the plumbing and the mechanical system in a reasonable state of repair.

19. The Minister may order necessary repairs to be made due to any act or neglect of the Occupant. The Occupant shall reimburse the Minister for the cost of making any such repairs.

20. The Minister shall control pests and infestation to the extent required to protect the structure of the Premises.

### PETS

21. The Occupant may keep certain pets on the Premises. However, the Minister may limit the kind and number of such pets or prohibit entirely. Occupants are responsible for the conduct with respect to keeping pets within the Residential Housing Site including cleaning up of any pet waste and being responsible for any damages caused by his/her pet.

### INSURANCE

22. The Occupant is fully responsible for damage to or loss of personal effects while occupying the Premises and as such the Occupant is responsible to carry the appropriate insurance.

23. The Occupant shall have up-to-date liability insurance covering all damage to the Premises.

24. The Occupant shall provide proof of insurance to the Minister prior to taking possession of the Premises and at any time upon request.

### FLOODING OF BASEMENTS AND SEWER BACKUP

25. The Minister shall not be liable to the Occupant for damage to the Occupant's property as a result of flooding of the basement, sewer backup, or water otherwise entering the basement.

### FAILURE TO OBTAIN APPROVAL OR PERFORM DUTIES

26. If the Occupant fails to obtain the approval of the Minister for anything requiring approval, the Minister may oblige the Occupant to undo the result of the Occupant's activity. If the Occupant fails to do so, the Minister may, in addition to any other remedy, undo the result of the activity, and the Occupant shall pay the Minister the cost of the remediation.

27. If the Occupant fails to perform any of the Occupant's duties the Minister may, in addition to any other remedy, perform work necessary to discharge the duty, and the Occupant shall pay the Minister the cost thereof.

### RESPONSIBILITY FOR DEPENDANTS AND INVITEES

28. The Occupant shall communicate to the Minister the name of each person residing at the Premises.

29. The Occupant shall be responsible for the conduct of Dependants and invitees. If such people act or omit to act in such manner as would constitute a breach of this Licence if the act or omission were by the Occupant, the act or omission shall be deemed to be an act or omission by the Occupant.

## CHANGES TO ELIGIBILITY TO OCCUPY PREMISES

30. The Occupant shall immediately advise the Minister of any change in status which may affect their eligibility to occupy the Premises.

## INDEMNIFICATION

31. The Occupant shall indemnify and save the Minister harmless from all liabilities, fines, suits, demands, and actions of any kind or nature for which the Minister shall become liable and suffer by reason of any breach, violation, or non-performance by the Occupant of any term or provision herein, or by reason of any death or injury resulting from, occasioned to, or suffered by, any person or any property by reason of any act, neglect or default on the part of the Occupant, their Dependants, or invitees. Notwithstanding anything in this Licence to the contrary, such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this Licence shall survive the termination of the Licence.

## COMPLIANCE WITH LAWS AND INSTRUCTIONS

32. The Occupant shall comply with the attached “Occupant Handbook” and any regulations which the Minister may from time to time make to ensure the proper care, cleanliness and safety of the Premises or to prevent nuisances. Further, the Occupant shall comply with all statutes, regulations and by-laws of any federal, provincial or municipal authority which affect the Premises or their use and occupation.

33. The Occupant shall comply with all instructions issued from time to time by the Minister relating to maintaining security or to preserving the routine, administration, or order in, on, or about the defence establishment to which the Premises relate.

## WAIVER

34. The Occupant Handbook is a key document with respect to Department of National Defence housing and is part of this Licence. The Occupant shall review the Occupant Handbook and shall abide by the terms and conditions set forth in the Occupant Handbook. The Occupant Handbook is available at the following Web site: [canada.ca/military-housing](http://canada.ca/military-housing).

If, for any reason, the Occupant does not have online access to the Occupant Handbook, the Occupant may require a printed copy of the Occupant Handbook.

For more information about the Occupant’s responsibilities pursuant to the Occupant Handbook or a printed copy of the Occupant Handbook, please contact Canadian Forces Housing Agency by email at [CFHA-ALFC.HOPSCS-GLSC@forces.gc.ca](mailto:CFHA-ALFC.HOPSCS-GLSC@forces.gc.ca) or by phone at 1 888-459-2342.

The Occupant acknowledges and agrees that they have access to the Occupant Handbook (online or printed copy) and that they have fully read and fully understood the terms and legal effect of the Occupant Handbook. The Occupant’s signature is an attestation that they will comply with the terms and conditions of this Licence, including the terms and conditions set forth in the Occupant Handbook.

No waiver by the Minister is effective unless it is in writing.

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the  
Minister of National Defence**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

**OCCUPANT**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Revision date: May 2017