



National  
Defence

Canadian Forces  
Housing Agency

Défense  
nationale

Agence de logement  
des Forces canadiennes

CANADIAN FORCES HOUSING AGENCY

**LICENCE TO OCCUPY**

DEPARTMENT OF NATIONAL DEFENCE HOUSING

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA

represented by the Minister of National Defence  
(herein referred to as the Minister)

AND:

Rank/Classification: \_\_\_\_\_

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

(herein referred to as the Occupant)

Service Number/PRI: \_\_\_\_\_

**FOR REGULAR FORCE SERVICE COUPLE ONLY**

(Spouse information as per posting instruction)

Rank: \_\_\_\_\_

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

(herein referred to as the spouse)

Service Number: \_\_\_\_\_

## DEFINITIONS

1. “Dependant” as defined in *Compensation and Benefits Instructions (CBI) 208.80(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;

- i. single;
  - ii. in law or in fact in the custody and control of the member;
  - iii. under 21 years of age, or of any age if prevented from earning a living by reason of mental or physical infirmity; and
  - iv. 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 herein after described, the Minister hereby grants to the Occupant a licence, beginning on \_\_\_\_\_, 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 nor any fiduciary or matrimonial rights.

## 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 must be approved by the Minister. The Licence Fee is calculated on a daily pro rata basis for the starting month of the occupancy and for the ending month of occupancy, based on the agreed dates.
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.

### **RESPONSIBILITY FOR DEPENDANTS AND INVITEES**

10. The Occupant shall communicate to the Minister the name of each person residing at the Premises.
11. The Occupant shall be responsible for any acts or omissions conducted by their Dependants and invitees.
12. The Occupant, their Dependants and their invitees must treat the Minister's staff, contractors and other occupants with respect while being a good neighbor. Harassment, verbal abuse and violence directed towards the Minister's staff and contractors will not be tolerated. Any confirmed incident, depending on its nature and severity, may lead directly to the Minister terminating this Licence and issuing a Notice to Vacate to the Occupants as per paragraph 14 and they may be disqualified from re-applying for a residential housing unit (RHU) or occupying an RHU.

### **ENTRY BY MINISTER**

13. 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, maintenance repair of the Premises, 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**

14. 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.
15. 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**

16. 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**

17. Infrastructure for utilities, including heat, electricity, water, sewage and telephone shall be provided at the Premises.
18. The Occupant is responsible to procure their own utilities and pay for them, unless the Minister is the service provider. The Occupant may refer to the Allocation Offer 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. The Minister shall not be liable for any interruption of any such utilities or services, howsoever caused.

## **CONDITION AND MAINTENANCE OF PREMISES**

19. The Minister shall maintain the structure of the Premises, the plumbing and the mechanical system in a reasonable state of repair.

20. The Minister shall control pests and infestation to the extent required to protect the structure of the Premises.
21. The Occupant shall inspect the Premises and shall complete and return to the Minister the RHU Move-In Deficiency Report.
22. 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.
23. 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.

## **PETS**

24. 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 Unit Parcel including cleaning up of any pet waste and being responsible for any damages caused by their pet.

## **LIABILITY AND INSURANCE**

25. The occupant will be held liable for any financial loss in connection with damage to or loss of public property or any other property that is incurred while occupying RHU including that which is attributed to the conduct of other household members, roommates, pets and invited guests.
26. The Minister shall not be liable to the Occupant for any damages to the Occupant's personal belongings content, and without limiting the generality of the foregoing as a result of flooding of the basement, sewer backup, or water otherwise entering the basement.
27. The Occupant, as policy holders, must ensure any coverage includes at the minimum the following main protections; they shall carry those coverage for the length of this agreement.

- a. Personal belongings (contents) coverage. This coverage typically covers the policy holder's personal possessions against certain types of events, circumstances, or hazards that leads to the loss or destruction of the policy holder's private property or belongings.
  - b. Personal liability coverage with a minimum amount of 1 million CAD. This coverage provides financial protections against such things as lawsuits and other legal expenses arising from injuries to other people while they are on the RHU property.
28. The Occupant shall provide proof of insurance to the Minister prior to taking possession of the Premises and at any time upon request. The Minister may confirm an occupant's insurance coverage annually, to ensure that the occupant adheres to the conditions in their signed Licence to Occupy.

#### **FAILURE TO OBTAIN APPROVAL OR PERFORM DUTIES**

29. 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.
30. 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.

#### **CHANGES TO ELIGIBILITY TO OCCUPY PREMISES**

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

## **INDEMNIFICATION**

32. 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.
33. If an invoice for damages and repairs to the RHU is not paid by the Occupant, the amount will remain in the Occupant's record and will be required to be paid in full before applying for an RHU.

## **COMPLIANCE WITH LAWS AND INSTRUCTIONS**

34. The Occupant shall comply with the "Occupant Handbook" and any regulations which the Minister may change from time to time, to ensure the proper care, cleanliness and safety of the Premises or to prevent any nuisances on the Premises.
35. 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.
36. 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**

The Occupant Handbook is a key document with respect to Department of National Defence housing and is part of this Licence. The Occupant Handbook is updated from time to time; therefore, it is the Occupant's responsibility to stay up to date with those changes. 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 on [Military housing - Canada.ca](http://Military housing - Canada.ca).

If, for any reason, the Occupant does not have online access to the Occupant Handbook, the Occupant may request a printed copy from their Housing Services Center.



For more information about the Occupant's responsibilities pursuant to the Canadian Forces Housing Agency Licence to Occupy or the Occupant Handbook, please contact the 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.

**HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of National Defence.**

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

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

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

**OCCUPANT**

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

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

**FOR REGULAR FORCE SERVICE COUPLE ONLY, THIS SECTION NEED TO BE COMPLETED BY THE SPOUSE.**

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

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