

Landlord Consent for Assignment of Lease Agreement for Manufactured Homes

This Agreement is subject to all the rights and obligations of the tenant and landlord in the Site Lease Agreement.

DATE: _____, 20__ (the “Date”)

MEMBER(S) NAME(S):

CREDIT UNION:

Lakeland Credit Union Ltd.

MEMBER(S) NUMBER(S):

BRANCH ADDRESS:

(the “Credit Union”)

TO: _____
Lakeland Credit Union Ltd.

Name of
Borrower: _____ (“Tenant”)

Address of
Leased Lands¹ _____ (“Site”)

Manufactured Home Site No.² _____ (“Site Lease”)

Name of
Landlord³ _____ (“Landlord”)

Located at⁴ _____ (“Community”)

& Security Interest / Mortgage of Credit Union over Tenant’s Rights in manufactured homes (“Home”) /
Site Lease.

¹ Insert Address of site on which Home is located

² Insert Site Number

³ Insert Name of Landlord

⁴ Insert Name of Community

By signing below, the Landlord agrees with the Credit Union and with each other person who has signed this consent as follows:

1. The Landlord confirms that:
 - a. The Tenant is about to or has entered into a Site Lease with the Landlord on the following terms:
 - i. **Term of Lease:** _____
 - ii. **Commencement Date of Lease:** _____
 - iii. **Monthly Rate of Lease:** _____
 - b. The Site Lease, once executed, and/or the rules and regulations of the Community, if any, are attached as Schedule "A" to this Consent.
 - c. The Site Lease constitutes a valid and binding obligation of the Landlord and Tenant and neither the Landlord nor the Tenant is in default under the Site Lease as of the date of this Agreement.
2. The Home, including all attachments to it, is now and will at all times remain the property of the Tenant. The Home is not and will not become a fixture of the Community or the Site. The Landlord shall have no interest in the Home.
3. The Landlord acknowledges and consents to the Credit Union's security interest over the Tenant's personal property, including the Home, and to the mortgage of or assignment to the Credit Union of the Tenant's interest in the Site Lease and in any renewals, extensions, replacements or amendments of the Site Lease.
4. If the Tenant defaults under the Site Lease, before terminating the Site Lease or commencing eviction proceedings, the Landlord will advise the Credit Union in writing at the address indicated on this document of the Tenant's default, within a reasonable time frame (within 90 days) and allow the Credit Union a reasonable amount of time (within 45 days after receipt of the notice) to cure the default, including payment of all arrears. The Credit Union will not be liable for any of the Tenant's covenants including payment of rent, prior to such notice, or until the Credit Union takes possession of the Home, whichever occurs first.
5. So long as all arrears are paid and obligations under the Site Lease are upheld, and ongoing rental payments are made when due then, upon default of the Tenant under the Credit Union's security, the Credit Union (including its employees and agents, but subject to the terms of the mortgage and/or other security agreed between the Credit Union and the Tenant) may enter the Community and take possession of or sell the Home (other than by on-site auction) while it is in the Community, or the Credit Union may remove the Home from the Community, on condition that the Credit Union promptly repairs any damage to the Community caused by such removal. Upon such removal or sale of the Home, the Credit Union will have no further obligations to the Landlord.

6. If the Credit Union sells the Home to a purchaser approved by the Landlord (which approval shall not be unreasonably withheld) and if the purchaser wishes the Home to remain in the Community, then the Credit Union may assign to the purchaser the Site Lease (for the remaining term, if any) or the Landlord will enter into a new lease with the purchaser on substantially the same terms and conditions as the Site Lease, whichever the Landlord chooses, providing that the physical condition of the Home meets Community Standards as determined by the Landlord, acting reasonably.
7. A failure or delay on the part of the Credit Union in exercising a right or remedy under this Consent does not operate as a waiver of, or impair, any rights or remedies of the Credit Union however arising. A single or partial exercise of a right or remedy on the part of the Credit Union does not preclude any other or further exercise of that right or remedy or the exercise of any other rights or remedies by the Credit Union.
8. This Consent is binding upon the parties hereto and their respective successors, assigns, executors and administrators. The Landlord warrants that the persons signing below are duly authorized to sign this consent. This agreement shall not impose any additional obligations on the Credit Union other than those stipulated in this agreement.
9. This Consent is subject to all the rights and obligations of the tenant and landlord in the Site Lease Agreement.
10. This Consent and all related documents are governed by, and construed in accordance with, the law of the Province of Alberta and the federal laws of Canada applicable therein.
11. This agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this agreement delivered by either facsimile or email shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement. This agreement may be signed electronically.

DATED the ____ day of _____, 20____.

Signature of Landlord

Signature of Tenant

Signature of Tenant

Print Name of Landlord

Print Name of Tenant

Print Name of Tenant