



**LAX KW'ALAAMS HOUSING POLICY**

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## HOUSING POLICY BACKGROUND

### 1. Introduction to on-reserve Housing Policy

This Housing Policy is a tool to enhance the delivery of housing program and services on the reserve. The Housing Policy is not law; it is a set of policies, or guidelines, that have been approved by the Band government regarding the way in which housing is to be managed, and the way in which tenants and community members are to conduct themselves with regards to on-reserve housing.

On-reserve housing is complex. There are a number of different housing programs and services, which have been varied over the years. The Housing Department must clearly identify the ownership status (tenure) of each house and which program and/or service applies to the unit.

In Lax Kw'alaams Band, houses are band-owned rentals, rent-to-own rentals, and subsidized rentals, privately-owned with mortgages and privately-owned with no mortgage. Each type of housing tenure requires a different kind of management service.

The Housing Policy has been designed to address the various types of housing tenures separately, while also covering the overarching issues. The Housing Department must therefore understand which specific policies apply to every house. For instance, the rental policies do not apply to privately-owned homes. There is also a different application process for rental homes than there is for privately owned homes. Some houses qualify for ISC renovation subsidies, while others do not. There are many more examples of differences such as these.

It is important for the Housing Department to understand the differences, but it is equally important for Tenants and community members to understand them. One of the Housing Department's greatest challenges is to educate the community and the leadership. If the Housing Department staff does not inform people about housing, no one will. The best way to manage housing efficiently is to make sure everyone knows and understands the rules and the consequences.

### 2. Why Have a Housing Policy?

**Managing housing is often about managing expectations.** When everyone knows the policies, or the rules, and everyone is abiding by the same set of rules, there are fewer problems for everyone. Strong, clear policies create order in the Housing Department and for its staff; it is the most important tool to improve service to the community.

**Housing Policy protects the Band assets.** Housing is often a Band's largest investment, which can create enormous financial problems for the Band. It is essential that the Band's Housing Policy is effective to protect this financial investment. The Housing Department works on behalf of the Band to manage their investment by implementing the approved Housing Policy.

**Housing Policy protects the tenants' interests.** A clear, effective Housing Policy ensures that tenants and the Band both fulfill their respective responsibilities. Tenants need to be assured that their housing units are safe and that their rights are protected. Housing policies need to be equitable and respectful and be applied equitably to everyone. By following the Housing Policy, these goals will be met.

### 3. **How is the Housing Policy constructed?**

The Housing Policy was created under the auspices of the Lax Kw'alaams Band Council in November, 2018. It is a harmonized policy document that incorporates the previous policies used by Lax Kw'alaams and has been updated to reflect current guidelines and past practices.

The Housing Policy is divided into chapters dealing with different categories and programs in the housing portfolios. All homes on the reserve are covered by this policy.

Specific policies within the Housing Policy state their intent, followed by the procedures that are required to implement that policy. Within most policies, there are bold highlighted references to forms that must be used to carry out the procedures. The chapters are summarized below.

#### (a) Part 1: Administration/Governance

This chapter deals with how the Housing Policy fits into the Band organization: how the Housing Policy is applied, what it applies to, and the roles and responsibilities of everyone involved. The Organizational Chart sets out the flow of communication: who answers to whom? It is important for staff to understand their position on the chart, and to make sure that they follow the reporting flow. Otherwise, critical information may be lost to the detriment of Band members.

#### (b) Part 2: Section 95 – Subsidized and Band-Owned Rental Housing

Rental housing requires the most management, and therefore the most policies. Rental housing belongs to the Band, and the Band is responsible for all aspects of this type of housing. The Housing Department is responsible to act as landlord and to create and maintain a good relationship with the Band's tenants. Rent must be paid for these houses and they must be well maintained. If the Band's rental houses are not well managed, the Band bears the financial risk, which can be large.

New policies for old programs

- i. Rental arrears: Rental arrears should be prevented from accumulating. However, many houses have arrears from the past that must be managed and collected.

- ii. Home ownership: Some of the CMHC subsidized rentals were set up as rent-to-own units. Once the mortgage is paid off, the ownership changes hands from the Band to the Tenant. These transfers must be managed under the Housing Policy.

#### New Program

- i. BC Housing has provided funds for the development of 8 seniors housing units and 10 single family units. BC Housing has set requirements for the rental of these units which have been incorporated into the Housing Policy.

- (c) Part 3: Privately Owned Housing Units And On Reserve Loan Insurance with Ministerial Loan Guarantee)

Privately owned homes are owned by community members but financially guaranteed by the Band until the mortgage is repaid. Most privately owned homes also use the ISC subsidy, which is administered through the Band. For these reasons the Band must manage these houses, distribute the funds and guarantee fairness. The Band must ensure that all houses in the community, privately or Band-owned, are constructed to provincial Building Code standards and follow the Housing Policy.

- (d) Part 4: Renovations and Additions

Renovations and additions are generally funded by CMHC and ISC, and require a Housing Policy to ensure Band members are treated fairly and that the Band's administrative criteria and schedules are met. If renovation funding is not properly managed, the Band is responsible and will suffer financial penalties.

- (e) Part 5: General Policies

General policies cover community issues that apply to all houses, whether they are rentals or privately-owned.

- (f) Part 6: SPECIFIC BAND Policies

- (g) Part 7: Policies in Progress

Policy-making is an ongoing process, and the policies contained in this document will evolve over time to adapt to changing circumstances. This chapter of the Housing Policy outlines policies that are still in the work-in-progress stage. Housing Departments must work on completing policies that are still works in progress, and bring them to the Band Council for ratification when they are ready.



**4. Appendix 1: Forms**

The forms are the printed paper records of each housing management transaction. The Housing Department will fill out forms for each transaction and file the forms in the appropriate Band files as required. Tenants should also have a copy of the forms, and are encouraged to keep their own files.

**5. Appendix 2: CMHC, ISC, and BC Housing Information:**

On-reserve housing is closely linked with government programs, and on-reserve housing policies need to correspond to government requirements and schedules. This chapter contains pertinent information regarding government agencies, their programs, and roles and responsibilities.

**6. Schedules:**

The schedules are a collection of informational and fillable forms which are referred to throughout the Housing Policy, for use by Tenants and the Housing Department to carry out the various procedures outlined in the Housing Policy.

**PART 1**  
**ADMINISTRATION/GOVERNANCE**

**1.1 MANDATE**

- (a) The Band is responsible for and has authority over the general management of housing on Band land.
- (b) The Band is responsible for developing and supporting a functional housing delivery system, which includes: community planning, developing and implementing policy, safe building practices, administering government programs, attaining available housing funding, and promoting healthy and appropriate housing. The specific responsibility for individual houses depends on the ownership of that house.
- (c) The Band government has the authority to create and implement housing policies and bylaws and to take the appropriate action if the policies or bylaws are contravened. This Housing Policy has been created under that authority.

**1.2 PURPOSE**

- (a) The purpose of the Band Housing Department is to:
  - (i) provide sufficient, affordable, appropriate housing to Band Members;
  - (ii) maintain the value of Band-owned houses;
  - (iii) improve overall understanding of housing issues and related responsibilities;
  - (iv) implement the Housing Policy;
  - (v) assist leadership in making housing decisions by providing timely and accurate information;
  - (vi) fulfill legal and financial obligations to government and other institutions;
  - (vii) develop a housing plan; and
  - (viii) ensure housing decisions are equitable and consistent and that all participants are accountable and responsible.

- (b) The purpose of this Housing Policy is to:
- (i) provide a set of standards for the delivery of housing programs and services;
  - (ii) outline authority and responsibility for the management of houses and services related to housing;
  - (iii) provide instructions for Housing Management; and
  - (iv) set forth the basic principles to be followed by the Band administration, government, and membership with respect to housing.
- (c) Procedure

The Housing Department and Administrator will work together to ensure that leadership, staff, members and any other related parties have read and understood the policies that are relevant to their roles and responsibilities.

### 1.3 DEFINITIONS

- (a) “**Affordable Market Rent**” means the average market rent, as determined by BC Housing from time to time based on the most recent, applicable Canada Mortgage and Housing Corporation rental market or housing report.
- (b) “**Appeal**” means a tenant’s request to review a Housing Department decision when the tenant disagrees with all or part of the decision;
- (c) “**Application**” means an official written document of application for a house, service, or renovation;
- (d) “**Arrears**” means unpaid rent and/or debts as a result of a tenant’s failure to make regular payments;
- (e) “**Band**” means Lax Kw’alaams;
- (f) “**Band Rental Unit**” means a housing unit owned by the Band and rented to tenants;
- (g) “**Basic Home Maintenance**” includes house cleaning, garbage removal, yard clean up, snow removal, and disposal of hazardous/flammable materials, and is more fully defined at section 2.19(e);
- (h) “**BCH**” means the BC Housing Management Commission;
- (i) “**Beneficiary**” means a Band Member who will inherit a unit in the community;

- (j) “**Calendar Year**” means January 1 to December 31;
- (k) “**CMHC**” means Canada Mortgage and Housing Corporation;
- (l) “**End of Tenancy**” means a requirement that a Tenant vacate a housing unit because the Residential Tenancy Agreement is in default (also referred to as an “eviction”);
- (m) “**Fiscal Year**” means April 1 to March 31 ;
- (n) “**HASI**” means Home Adaptations for Senior’s Independence (CMHC Program);
- (o) “**Housing Department**” consists of the Housing Manager and in some communities, the Housing Committee;
- (p) “**Housing Policy**” means a document that includes all policies and procedures related to the Band Housing Department, including amendments to this document made from time to time;
- (q) “**ISC**” means Indigenous Services Canada
- (r) “**IHI**” means the BC Housing Investment in Housing Innovation Contribution program;
- (s) “**In Good Standing**” means a Tenant has no outstanding payments with the Band and all paperwork is completed and in accordance with this policy;
- (t) “**Low and Moderate Income**” represents the maximum income for eligibility to occupy a Residential Unit and means:
  - a. For Residential Units with less than two (2) bedrooms, a gross household Income that does not exceed the median income for families without children, as determined by BC Housing from time to time. For 2017, this figure is \$69,360.00.
  - b. For Residential Units with two (2) or more bedrooms, a gross household Income that does not exceed the median income for families with children, as determined by BC Housing from time to time. For 2017, this figure is \$99,910.00.
- (u) “**Maintenance**” means work that is done regularly to keep a housing unit in good condition;
- (v) “**Ministerial Guarantees**” means The Department of Indian Affairs and Northern Development (DIAND) administers Ministerial Loan Guarantees (MLGs) which provide loan security required by Lenders financing

housing loans on reserve. These Loan Guarantees are required as a result of provisions in the *Indian Act*, notably section 89(1), which prevents the mortgage or seizure of personal and real property located on reserve, except by another Indian or band; this program has been effectively replaced by the RBC Loan program. Where this Policy refers to Ministerial Guarantees, the Policy also applies to RBC Loans program.

- (w) “**Occupancy Standard**” means the standards for household sizes of a Resident relative to the number of bedrooms in a Residential Unit. Unless otherwise agreed in writing by BC Housing, the following standards apply:
  - a. No more than two (2) and no less than one (1) person per bedroom.
  - b. Spouses and couples share a bedroom.
  - c. Parents do not share a bedroom with their children.
  - d. Dependents aged eighteen (18) or over do not share a bedroom.
  - e. Dependents of the opposite sex age five (5) or over do not share a bedroom
- (x) “**Policies**” means individual components of the Housing Policy document;
- (y) “**Privately-Owned Home**” means a housing unit that has been (or is being) paid for by a Band member;
- (z) “**RRAP**” means Residential Rehabilitation Assistance Program (CMHC Program);
- (aa) “**Renovation**” means work done to restore a housing unit to good condition;
- (bb) “**Residential Tenancy Agreement**” means a document that details the conditions of tenancy between the landlord and the tenant(s) (home-owner(s));
- (cc) “**Rent-to-own**” means housing unit owned by the Band until the mortgage and all debts have been paid by the agreed upon home-owner, for the full length of the mortgage, at which time ownership will be transferred to the agreed home-owner and a Home Ownership Agreement will be signed;
- (dd) “**Senior**” means a person over the age of 65 years.
- (ee) “**Social Housing**” means CMHC subsidized housing units under special agreements with the Band, which give the Tenants the option to buy when the mortgage is paid out;

- (ff) “**Sweat Equity**” means contributions to the cost of the house by the Tenant/Tenant other than cash e.g. labour, materials, etc.;
- (gg) “**Tenant**” means a person who has an application in to the Band for a home, rental unit or would like to apply for a subsidized unit,’ or is renting a unit and paying rent;
- (hh) “**Tenant Selection Committee**” means if the community has a housing committee, they may be used. If not, it would go to the housing department, unless the housing department is in conflict of Interest. The selection would then go to the Band Administrator and Mayor and Council;
- (ii) “**Tenure**” means the rights of a person to hold ownership of a home with a mortgage or as a Tenant of a Rent-to-Own housing unit.

#### 1.4 APPLICATION OF HOUSING POLICIES

- (a) These policies and procedures apply to all houses (as they are identified in each chapter) on Band land and all housing services provided by the Band Housing Department. Implementation of policies will set guidelines for an efficient and effective housing delivery system and provide consistency, continuity, equitableness, accountability and responsibility in all housing practices and decisions.
  - (i) Consistency:
    - (1) the policies provide a base reference for staff and Mayor and Council to follow when making all decisions; and
    - (2) the policies eliminate the possibility of individual preferences or factors not included in the Housing Policy affecting decision-making.
  - (ii) Continuity:
    - (1) decisions will be made on the same basis year after year unless a policy is amended; and
    - (2) the community and staff will become familiar with the policies and know what to expect on housing issues.
  - (iii) Equitableness:
    - (1) decisions will be made on an equitable basis, as opposed to individual interests.

- (iv) Accountability:
  - (1) community members will have access to policies;
  - (2) roles and responsibilities are outlined so all parties can be held accountable; and
  - (3) each Tenant is responsible and accountable for the home/unit they are in, and the surrounding area.
- (v) Responsibility:
  - (1) each party understands their roles and responsibilities; and
  - (2) the system is set up to ensure responsibility is allocated for each issue.

See Organization Chart (“**Schedule 1**”).

- (b) Reporting Structure:
  - (i) the Housing Department staff will report to the Administrator; and
  - (ii) the Administrator will report to the Band Council.
- (c) Procedure
  - (i) After policy development is completed, the Council will ratify each policy and instruct the administration to implement the policies.
  - (ii) Each policy indicates the scope of its application.
  - (iii) Each policy has a procedure attached to it.
  - (iv) The policy and procedure will be applied whenever a housing issue occurs.
  - (v) The Housing Policy is administered by housing or administrative staff, and enforced by Mayor and Council.
  - (vi) Community members are obliged to follow housing policy and procedures as with any other bylaw.
  - (vii) If the Housing Policy is violated the Housing Department has the authority to enforce it.
  - (viii) The Housing Policy will be reviewed and amended as needed.

## 1.5 SCOPE OF HOUSING POLICIES

- (a) Tenants and home-owners are subject to the application of any policy as it applies to the particular circumstances or category of the house. Each chapter of the Housing Policy deals with a different aspect of housing or a specific housing program. Each policy has a name, which acts as a short description. The Housing Policy currently covers management and services for the below listed categories.
- (b) Categories
  - (i) Section 95 Rental/Rent-to-Own
    - (1) Houses with mortgages currently under the CMHC Section 95 subsidized housing program.
    - (2) Rent-to-own units are subsidized housing units that have a special agreement with the Band, which gives the Tenant the option to buy when the mortgage is paid out. In order to buy, the Tenant needs to have lived in the home for the same length as the Mortgage.
  - (ii) Section 9/10 Privately Owned
 

Houses with mortgages currently under the CMHC Section 9/10 housing program.
  - (iii) Band-owned Rental
 

Houses and units that are owned and rented by the Band.
  - (iv) Privately Mortgaged
 

Houses with mortgages held by the home-owner and secured with a Ministerial Guarantee (refer to Part 3).
  - (v) Privately-Owned
    - (1) Houses that have been built and paid for by the home owner.
    - (2) Section 95 subsidized house with paid out mortgages where the Tenant has no arrears or debts to the Band and purchases the house from the Band.
    - (3) Houses that have been purchased from the original owner or the Band.



- (4) Older ISC homes that are owned by the residents (refer to Part 3).
- (vi) Privately-Owned Rentals  
Housing units that are privately owned but are not occupied by the owner.
- (c) Programs
  - (i) RRAP, HASI (CMHC).
  - (ii) Renovations (ISC).
  - (iii) Housing subsidy program (ISC).
  - (iv) Investment in Housing Innovation Contribution Agreement (BC Housing).
- (d) Procedure

The Housing Department will keep a record of houses on Band land and state the category of each house, and status of ownership called Houses by Tenure (See “**Schedule 2**”). Housing records will be kept safe by the Band administration in a locked room or file system. Policies will refer to housing categories and determine the Band and owner’s responsibility to each type of housing.

## **1.6 ROLES AND RESPONSIBILITIES**

- (a) Council:
  - (i) approve housing related planning;
  - (ii) ensure the Housing Department has a fully operational housing delivery system;
  - (iii) approve agreements, policies, by laws, and regulations; and
  - (iv) oversee planning and community strategies.
- (b) Administration and Housing Management:
  - (i) Housing Manager:
    - (1) act as landlord of all Band-owned rentals;
    - (2) employee of the Band;

- (3) report to administrator;
  - (4) housing education;
  - (5) Tenant relations;
  - (6) implement policy/guidelines/agreements;
  - (7) manage budgets;
  - (8) administer programs;
  - (9) acquire funding;
  - (10) manage maintenance and contractors; and
  - (11) reports.
- (ii) Band Administrator:
- (1) report to Council;
  - (2) administer housing financial matters; and
  - (3) support Housing Manager.
- (c) Tenants/Home Owners:
- (i) adhere to Residential Tenancy Agreement rights and obligations;
  - (ii) report all queries, complaints and requests in writing to the Housing Department;
  - (iii) pay rent on agreed-upon date;
  - (iv) follow appeals process;
  - (v) maintain house in good condition, upkeep of Basic Home Maintenance;
  - (vi) responsible for damage and noise caused by anyone in the housing unit; and
  - (vii) educate self on the Housing Policy and any and all agreements that apply to Tenants/home owners.

- (d) Procedure
- (i) Each participant in the housing field has a specific role to play as set out in the above policy and is responsible to follow the proper lines of communications as set out in the Organizational Structure.
  - (ii) The Housing Department will inform Mayor and Council, staff and the Tenants of their responsibilities.
  - (iii) The Housing Manager and Administration will fully understand their roles and responsibilities as part of their Job Description (see “**Schedule 3**”).
  - (iv) If the Housing Manager or Band Administrator is in conflict of interest of a situation, the Band Council has the authority to review, accept and approve applications for housing assistance.

## **PART 2**

### **SECTION 95 – SUBSIDIZED AND BAND-OWNED RENTAL HOUSING**

Section 95 subsidized houses are managed under a contribution agreement with CMHC. Section 95 houses are under the program as long as there is a mortgage on them.

All subsidized houses are managed under the same policies. All Tenants are responsible to adhere to the Housing Policy.

The status of the house does not change until the mortgage is paid in full and the Tenant is In Good Standing with the Band.

Over the years the Band has utilized various methods to build homes in the community. These homes are identified as follows:

- (a) section 95 Social Housing units – units which are subsidized for the length of the mortgage and remain the property of the Band until such time the mortgage/arrears are paid in full. Section 95 Social Housing units are mortgaged through the Band and managed under the contribution agreement with CMHC and the lending institution. Section 95 Social Housing units can be Rental or Rent-to-Own, as agreed upon by the Band and the Tenant;
- (b) pre- and post-1997 Section 95 Social Housing Units – these units operate under slightly different contribution agreement regulations, which shall be identified in the policies as Residential Tenancy Agreement and Rent to Own Agreement; and
- (c) Band Rental Units.

The Band requires that any tenant in a Subsidized Housing unit or Band-owned unit pays rent as per the Housing Policy.

The Band is responsible to act as the landlord and the tenant is responsible to act as Tenant. This relationship is essential to the well-being of the housing unit and the community in general.

## 2.1 RENTAL HOUSING APPLICATION

- (a) Fully completed applications are required when seeking a rental housing unit. Individuals must fill out a Rental Housing Application (see “**Schedule 4**”) once a year. Applications are due annually by March 1<sup>st</sup>. If March 1<sup>st</sup> falls on a weekend or holiday, applications are due the following business day. Available units will be posted in the community if there are no updated applications on file (i.e. through newsletters, and website and Band postings).
- (b) Procedure
  - (i) The applicant must:
    - (1) fill out an application;
    - (2) provide a Declaration of Income in the form provided by BC Housing with the required supporting documentation: copies of the previous year’s T-4 and Notice of Assessment (if applicable), or payroll stubs;
    - (3) provide all the required information and advise the Band of any contact information change (phone number, mailing address, etc.); and
    - (4) phone calls will not be accepted as an application.
  - (ii) The Housing Department will:
    - (1) assist the applicant with completing the application form;
    - (2) should the applicant be unsuccessful, keep the application on file for one calendar year (after which time the applicant will need to reapply); and
    - (3) applications will be reviewed by the Housing Department on the last working day of the month when a unit becomes available.

**NOTE:** it is the applicant’s responsibility to re-apply should he/she want a unit in order to indicate if his/her circumstances have changed.

## 2.2 ELIGIBILITY

- (a) Eligibility for a subsidized on reserve housing is governed by the following set of guidelines:
  - (i) the primary applicant is a registered member of the Band;
  - (ii) the application form is correctly completed;
  - (iii) the applicant has no outstanding rental arrears debt to the Band; and
  - (iv) the applicant provides a declaration of income with required supporting documentation.
- (b) Procedure
  - (i) Applicants who do not meet the eligibility criteria will be notified, informed of the reasons why they are not eligible, and will be given information that might help change that assessment.
  - (ii) The Housing Department will keep a written record of its consideration of applications and the reasons for selecting or rejecting applicants. This information will be kept on file for two years after the review date.

## 2.3 TENANT SELECTION

- (a) Tenant selection is the sole responsibility of the Band. The Tenancy Selection Committee will be governed by the Band's conflict of interest guidelines. The selection process will be systematic and fully transparent.
- (b) Tenant selection is based on eligibility criteria, including:
  - (i) need;
  - (ii) source and level of income and stability;
  - (iii) number of times the prospective Tenant has applied;
  - (iv) references – two past residential references and one personal reference;
  - (v) size of household must be compatible with size of unit;
  - (vi) no monies are owing to the Band; and
  - (vii) program eligibility under the BCH IHI.

## (c) Procedure

- (i) Careful selection of Tenants following the Tenant Selection Criteria (see “**Schedule 5**”) is the most important way to develop a successful housing delivery system. Tenants must know that there are strict criteria and that it will be followed and that:
  - (1) the current priorities of the Band may change (for instance the Band may decide that seniors are a current priority or families with children—these priorities change with time and are not set in policy), and in such a case the Council will determine the priority by resolution;
  - (2) the Housing Department will make sure background checks are conducted, and will make sure the future Tenant has good references;
  - (3) the Tenant Selection Committee will be required to take an oath of confidentiality and all applicants’ information will be guarded by the Housing Department for use only by the Housing Department and authorized third parties; and
  - (4) the successful applicant will be notified immediately.
- (ii) For BCH units, the following additional requirement applies:
  - (1) Residents must have low or moderate income as defined;
  - (2) Units must not exceed the Occupancy Standard;
- (iii) For BCH Seniors housing, additional requirements apply.
  - (1) applicants must be 65 years of age or older.
  - (2) if housing units are unfilled, applications may be accepted from applicants aged 60-65.
  - (3) The right to occupy the unit does not pass to non-senior tenants when the senior is no longer living in the seniors housing unit.

**2.4 CONSTRUCTION**

- (a) All housing units will be constructed under the management of the Band Housing Department. All new housing construction must be approved by the Band Council and must follow all the Band construction procedures. All subsidized housing units must meet the criteria established by CMHC or BCH and must meet the funding requirements through ISC Capital

Fund. The Housing and Capital Departments will work together to develop the housing package.

(b) Procedure

- (i) The Housing Department will act as Construction Project Manager, and hire an outside Project Manager, General Contractor, or employ the Band Construction Manager.
- (ii) The Housing Department will oversee the project management from design to delivery.
- (iii) Guiding principles of the construction process are as follows:
  - (1) the Housing Manager is the Band's representative and will act in the best interest of the Band when entering any construction contract or agreement;
  - (2) all land issues must be settled before ground is broken (all houses will be built on designated residential);
  - (3) blue prints must be approved by the Housing Department;
  - (4) an inspection process must be set up before building begins, for quality and code;
  - (5) access and services must be in place before construction takes place;
  - (6) a construction schedule and budget must be approved;
  - (7) agreements must be made in writing with all labour and trade contractors;
  - (8) 10% of compensation will be held back from each contractor until the work has been inspected and accepted;
  - (9) materials must be of acceptable quality (an assessment to be made by the Construction Project Manager);
  - (10) materials should take into account green building practices and energy efficiency concerns;
  - (11) deficiencies are the responsibility of the associated contractor and must be remediated before the house is occupied; and
  - (12) the Tenant will not be permitted to occupy the house until the final inspection is completed and a Residential Tenancy

Agreement (see “**Schedule 6**”) is signed between the Tenant and the Housing Department.

## **2.5 RESIDENTIAL TENANCY AGREEMENT**

- (a) The Residential Tenancy Agreement constitutes a contract between the Tenant and the Band. All residents of the subsidized housing program are required to sign a Residential Tenancy Agreement prior to occupancy. A new agreement must also be signed by fiscal year end along with updated rental calculations.
- (b) In signing the Residential Tenancy Agreement, the resident has agreed to be responsible for any damage occurring in the unit due to accident or negligence, to maintain the unit in a clean and orderly condition, and to care for the property.
- (c) In signing the Residential Tenancy Agreement, the Band has agreed to provide and maintain the housing unit in a reasonable state of repair, suitable for occupation by a Tenant.
- (d) The Residential Tenancy Agreement has been developed to protect the rental unit, the tenant and Lax Kw’alaams Band. The Residential Tenancy Agreement sets out the tenant’s obligations and the obligations of Lax Kw’alaams.
- (e) Procedure
  - (i) The Housing Manager will give the prospective Tenant a Residential Tenancy Agreement to read.
  - (ii) The Housing Manager will go through the agreement with the tenant.
  - (iii) The tenant will initial each page guaranteeing the page has been read and understood.
  - (iv) All adult residents will sign the Residential Tenancy Agreement.
  - (v) A copy of the Residential Tenancy Agreement will be given to the Tenant upon occupancy.
  - (vi) The Residential Tenancy Agreement will be re-signed March 31 of every year, following any adjustment to rent.
  - (vii) Residential Tenancy Agreements will be kept on file and up to date in the Housing office.



- (viii) A Residential Tenancy Agreement must be filled out and signed by the Tenant each time an additional occupant takes up residency in the house. If a new agreement is not signed with the new tenant and the head of the household, the household rent will be brought up to the Affordable Market Rent, with a written notification from the Housing Department.
- (ix) The Housing Department may deny the request of additional tenancy based on housing occupancy.
- (x) BCH rental units cannot have more than the National Occupancy Standard occupancy rates in the unit.

## **2.6 RENTAL RATES**

- (a) Rental rates will be set subject to government subsidized operating agreements for pre-1997 section 95 housing units. Post-1997 Section 95 and Band-Owned rental units are subject to rental rates set by CMHC operating agreements, which are sent out to housing departments in December of every year. Units funded by BCH are subject to Affordable Market Rent guidelines as set by BCH.
- (b) When the rent rates or rental regime change, the adjustments will be set by the Housing Department each new fiscal year as of March 31. Tenants will be given 3 months written notice of any changes regarding rent increases. If the tenant fails to meet with the Housing Department and complete a Rent Calculation Agreement by March 31 the rent will automatically be set at Affordable Market Rent as determined by BCH.
- (c) Procedure
  - (i) The Tenant will provide a Declaration of Income in the form provided by BC Housing, along with copies of the previous year's T-4 and Notice of Assessments (if applicable), or payroll stubs as supporting documentation to the Housing Department, and fill out a CMHC Rent Calculation Agreement once a year or if the Tenant's income has changed;
  - (ii) The Housing Department will determine the rent based on the CMHC formula (25% of annual income) and a pre-set minimum rental rate.
  - (iii) Post-1997 Section 95 rents may be set based on the size of the house, as set out by CMHC.
  - (iv) Band owned rental units and BCH units rent will be set on an ability to pay basis, giving regard to the Band's operating costs for the unit and any subsidies the Band is receiving for the unit. BCH

units rent cannot be greater than the affordable market rent as set by BCH.

## 2.7 RENT INCREASE

Post-1997 Section 95 housing units/Band-owned Rentals

- (a) Once a year, the Band may increase the rent for the existing Tenant. The Band will issue a Notice of Rent Increase (see “**Schedule 7**”). Rental rates are set by CMHC operating agreements which are sent to housing departments in December of every year.
- (b) The Band will give the Tenant three months’ notice, in writing, of a rent increase.
- (c) Procedure
  - (i) Rent increases will be administered by the Housing Department.
  - (ii) Tenants may request a reason for rent increases.
  - (iii) Rent increases may not be applied arbitrarily to one house and not another for reasons other than those contained in this policy.
  - (iv) Tenants must be notified with a Notice of Rent Increase three whole months in advance of a rent increase.

## 2.8 INSPECTIONS

- (a) Each subsidized housing unit shall comply with the Housing Policy and will be subject to regular and emergency inspections.
- (b) Health and safety issues related to housekeeping will be regularly monitored to assure a high standard of sanitation.
- (c) Building maintenance and repairs will be assessed to ensure repairs are done on a timely manner. The Tenant (or designate) and Housing Manager must inspect the unit together (unless circumstances do not allow that, such as when there is an emergency inspection).
- (d) Any unit left vacant for an extended period of time shall be inspected at least twice monthly. Any necessary repairs and/or replacements shall be completed prior to occupancy. (See 2.11(a) v.)
- (e) Regular inspections refer to move-in, move-out, and random inspections.
- (f) Annual inspections refer to those inspection done by a professional licensed builder or inspector, contracted by the Band.

- (g) Emergency inspections refer to health and safety inspections, natural disaster related inspections.
- (h) Procedure
  - (i) All vacant units shall be inspected prior to being occupied by a new Tenant. A written inspection report shall be completed confirming any deficiencies and attached to the Tenant file for that unit. The inspection department shall identify repairs resulting from Tenant damage. All Tenants will be given an Inspection Notification (see “**Schedule 8**”) with the appropriate notice.
  - (ii) Houses will be inspected in the following ways:
    - (1) Move in/out Unit Assessment (see “**Schedule 9**”);
    - (2) regular inspections;
    - (3) inspections undertaken at vacancy;
    - (4) emergency inspections;
    - (5) professional inspections undertaken by a licensed builder;  
or
    - (6) if a break and enter occurs and the Tenant requests that the Housing Department does an inspection.
  - (iii) Inspections will be subject to the following procedures
    - (1) The Housing Department will set a time for the inspection.
    - (2) The Housing Department and Tenant may agree on a different time.
    - (3) Regular inspections will be planned two weeks in advance.
    - (4) Emergency inspections can take place if the Housing Department believes the well-being of the Tenant or the state of the housing unit are at risk.
    - (5) An Inspection Report (see “**Schedule 10**”) will be given to the Tenant no longer than seven (7) days after the inspection takes place.
    - (6) If a Tenant repeatedly avoids being present for inspections and does not arrange inspection times, and the Housing Department has made reasonable efforts to schedule the

inspection, the Housing Department may consider the Tenant's actions cause for eviction.

## 2.9 SERVICES

- (a) The Tenant is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable, internet, or other utilities that may apply). The Band will provide the following services to the Tenant:
  - (i) garbage pickup;
  - (ii) recycling (if applicable);
  - (iii) water; and
  - (iv) access to the Maintenance Department for enquiries.
- (b) Services are payable by the Tenant as stated in the Rental Housing Service Agreement (see "**Schedule 11**").
- (c) Procedure
  - (i) The Housing Department will provide the Tenants with a Service Agreement.
  - (ii) The Housing Department may charge a service fee depending on the cost, availability and available budget.
  - (iii) If the Housing Department applies a service fee regime it will apply the same regime to all housing units.

**Note:** The Tenant is responsible for the Basic Home Maintenance of the unit.

## 2.10 LOCKS

- (a) The Housing Department must not change locks or other means of access to the housing unit unless the Tenant is provided with new keys or other means of access to the housing unit. The Tenant must not change locks or other means of access unless the Housing Department is provided with a key.
- (b) A fee of \$50 - \$75 will be charged for the replacement of lost or misplaced keys.
- (c) If the Tenant wants locks changed, a Repairs/Maintenance Request Form (see "**Schedule 12**") must be submitted to the Housing Department. If Tenant fails to do so and changes locks any damage costs incurred is the sole responsibility of the Tenant.

## 2.11 HOUSING DEPARTMENT'S ENTRY INTO RENTAL UNIT

- (a) For the duration of the Residential Tenancy Agreement, the Tenant has the exclusive use of the housing unit. The Housing Department or Band representative may enter the unit only if one of the following applies:
  - (i) the Housing Manager provides written notice to the Tenant at least 24 hours before the proposed entry, which states:
    - (1) the purpose for entering, which must be reasonable, and
    - (2) the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant agrees otherwise;
  - (ii) the entry is necessary to protect life or property;
  - (iii) the Tenant gives the Housing Department permission to enter;
  - (iv) the Tenant has abandoned the housing unit. A housing unit is considered abandoned if left unoccupied for two consecutive weeks in winter; three consecutive weeks in summer, and if the Housing Department has not received written notification of a vacation or an extended time away from the home;
  - (v) the Housing Department has a court order saying he/she may enter the unit;
  - (vi) to inspect in accordance with 2.8; and
  - (vii) in cases of emergency. In such a case, where the Tenant is not in the unit, the Housing Department representative entering the rental unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee or Band administration, emergency responder; police, fire, paramedic). Tenants are to be notified in writing of such an emergency entry and the reason(s) for emergency entry.
- (b) If the Housing Manager enters the unit otherwise than thus stated the Tenant may submit a Housing Grievance Notification (see "**Schedule 13**") to the Administrator.

## 2.12 DAMAGE/VANDALISM

- (a) Negligence or misuse of the unit and lot by the Tenant(s) and/or their family/guests/pets resulting in damage that requires repairs will result in action by the Housing Department as noted below.

- (b) All instances of damages will be recorded in the Tenant's file and remain on record indefinitely.
- (c) In the event of a break-in, the Housing Department will only make repairs after a police report has been filed and a copy has been submitted to the Housing Department.
- (d) Procedure
  - (i) If vandalism occurs, the Tenant must contact law enforcement authorities and the Housing Department must be notified of the incident.
  - (ii) The Tenant is responsible for the cost of repairs unless a police report is submitted by the tenant to the Housing Department.
  - (iii) The Housing Department will repair the damage only if a police report is received, at which time a Damage Payment Arrangement (see "**Schedule 14**") will be made between the Tenant and Housing Department, before the damage is repaired.
  - (iv) Repayment of repair expenses is considered due and payable with the same urgency as rent.
  - (v) If a Tenant persists in damaging a unit or fails to repay damage expenses, the End of Tenancy Policy (2.17) will immediately be implemented.

### **2.13 PAYMENT OF RENT**

- (a) The Tenants must pay rent on time. Rent is due on the first of every month, or on the first business day of the month if the first falls on a weekend or holiday (the "Rent due date"). If the rent is unpaid the Band will issue a First Notice to Pay (see "**Schedule 17**"), which will take effect seven days after the Rent due date. There are no exceptions.
- (b) Rent is payable in advance. This means the Tenant pays a set amount of rent before the day they move into the premises and payments for the following months are due on the Rent due date, not the last.
- (c) The rent collection policy stresses prompt assistance, advice and active rent collection.
- (d) Procedure
  - (i) Rental statements will go out to each Tenant stating rents paid and date paid as well as amount owing by annual review meeting with Housing Department and Tenant.

- (ii) Rental payments are due and payable as set forth in the Residential Tenancy Agreement on the rent due date specified in the agreement by cash, money order, or certified cheque. Electronic funds transfer payments are acceptable if the Band has set up such an arrangement.
- (iii) Rental payments shall be made payable to the Band (as stated by the Band) and paid at the Band Office.
- (iv) Rent must be paid in full. No partial, incomplete, or post-dated cheques will be accepted, unless approved by the Housing Department.
- (v) A Tenant employed by Lax Kw'alaams may choose to have his/her rent payment deducted directly from his/her monthly income. The Payroll Deduction Agreement (see "**Schedule 15**") will be used in such a case.
- (vi) If a Tenant cannot pay the rent in full they may fill out an Arrears Recovery Agreement (see "**Schedule 16**") which is binding and makes late payments due with future rental payments. If the tenant is unable to pay the full months' rent, the following month they must pay the outstanding amount plus that months' rent in full.
- (vii) If the Tenant's rent payment is not made on or before the rent due date three times during a lease year (with or without a rental arrears agreement), the Band may terminate the lease immediately (that is, on the second day of the month) and repossess the premises.

## **2.14 NON-PAYMENT OF RENT**

- (a) The Band does not allow non-payment of rent for any reason. If a Tenant does not make a rent payment the Housing Department will implement a rent collection regime (if the Tenant has not filled out an agreement to reschedule the rent payment).
- (b) Procedure
  - (i) If the Tenant has not paid the rent seven days after the 1st of the month, the Housing Department will hand deliver a First Notice to Pay to the Tenant.
  - (ii) If the Tenant fails to pay fourteen days after the 1st of the month, the Housing Department will hand deliver a Second Notice to Pay (see "**Schedule 18**") to the Tenant. The Tenant will then be required to meet with the Housing Manager to discuss why the rent is not being paid.

- (iii) If the Tenant fails to pay or meet with the Housing Department twenty-one days after the 1st of the month, the Housing Department will hand deliver an End of Tenancy Notice (see “**Schedule 19**”) to the Tenant. The Tenant will have thirty days to be moved out of the residence. Once an End of Tenancy Notice is given, the Housing Manager will do an inspection that same day.
- (iv) If the Tenant immediately pays all of the rent owing after they have received an End of Tenancy Notice, the Tenant can ask the Housing Manager if they can remain in the housing unit. Their verbal request must be accompanied with a written request and their request will then be reviewed at a duly convened meeting of Mayor and Council. If the meeting is not until the next month, the Tenant must pay the rent on the 1st of the month. If rent is not paid, the review will be denied. The Tenant will need to be moved out of the residence as stated in the End of Tenancy Notice.

## **2.15 RE-SCHEDULE RENT PAYMENTS**

- (a) If a Tenant knows he/she will have to delay a rental payment he/she must make an agreement with the Housing Department BEFORE rent is due and fill out a Notice to Reschedule Rent (see “**Schedule 20**”).
- (b) Procedure
  - (i) The Housing Department will keep an accurate and up-to-date record of all rental payments.
  - (ii) The Band believes in early intervention in cases of non-payment of rent and assistance to the Tenants to make full recovery.
  - (iii) If the Tenant cannot pay the rent on time he/she must make an agreement with the Housing Department and fill out a Notice to Reschedule Rent.
  - (iv) The Tenant can only reschedule rent three times in a calendar year.
  - (v) If the Tenant does not follow the explicit agreement set out in the Notice to Reschedule Rent the Housing Department will follow the End of Tenancy Policy (2.17).

## **2.16 HISTORICAL RENTAL ARREARS REPAYMENT**

- (a) Rental arrears result from a Tenant failing to make their rental payment by the due date. Current arrears will be dealt with under the Non-Payment of Rent Policy (2.14). Historical arrears (arrears that have accumulated by previous tenants before the policy was implemented) must be recovered by the Band and will be collected through an Arrears Recovery Agreement.



(b) Procedure

- (i) The aim of the historical arrears recovery procedure is the repayment of unpaid rent. Historical rental arrears are a serious matter for the Band and the Tenant and require immediate action.
- (ii) The Housing Department should try to deal sympathetically with Tenants in arrears because the situation might be out of their control. Communication is key when dealing with arrears situations.
- (iii) The Housing Department must be proactive and implement the following guidelines:
  - (1) monitor the Tenant's rent payments to make sure there is a clear and up-to-date record of when their payments were made and which payments were missed;
  - (2) contact the Tenant as soon as the Housing Department has a reliable historical record of rent owing;
  - (3) ensure Tenants know that the situation is urgent; and
  - (4) offer help.
- (iv) The Housing Department will keep a record of the Tenant's charges and payments.
- (v) The Housing Department will contact the Tenant to make an appointment to fill out an Arrears Recovery Agreement.
- (vi) Arrears payments are required with rental payments.
- (vii) Failure to follow the Arrears Recovery Agreement could result in garnisheeing or eviction.
- (viii) Employees of the Band, Band Companies, Band Organizations, as well as General Contractors will be required to sign a Payroll Deduction Agreement to have direct payment from their income.
- (ix) Tenants on the historical arrears list will be denied access to non-essential services from the Band (i.e. new housing, renovations or repairs, education funding, special programs and honorariums).
- (x) If the Tenant fails to comply with their own repayment agreement, the Housing Department will recommend to Mayor and Council

that the End of Tenancy Policy (2.17) be immediately implemented.

## **2.17 END OF TENANCY**

- (a) The Tenant may end tenancy by giving the Band at least one month's written notice. The notice must be in writing and include the address of the housing unit and the date the tenancy is to end. The Tenant will be responsible for any and all costs associated with move-out (i.e. moving costs, additional months' rent, and cleaning costs).
- (b) The Band may end the tenancy for any of the reasons set out below. The Band may, at any time, give the Tenant an End of Tenancy Notice, in accordance with this Housing Policy, if there has been a breach of the Residential Tenancy Agreement such as the following:
  - (i) failure to pay rent on due date and non-compliance with arrears payment arrangements;
  - (ii) illegal activities;<sup>1</sup>
  - (iii) excessive disruptive behavior occurring after first written warning;
  - (iv) refusal to resolve disputes;
  - (v) damage not covered by the damage deposit;
  - (vi) unsanitary conditions;
  - (vii) Keeping up-approved pets, or uncontrolled grandfathered pets;
  - (viii) excessive accumulation of garbage;
  - (ix) too many people living in the house as defined by the National Occupancy Standard;
  - (x) repeated late payments; or
  - (xi) the Tenant has assigned or sublet the premises without the Band's consent.
- (c) Procedure
  - (i) The Housing Manager will present Mayor and Council with the history of the case at hand and recommend end of tenancy.

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<sup>1</sup> see <http://www.tenants.bc.ca/ckfinder/userfiles/files/Chapter%208%20Evictions.pdf>

- (ii) End of Tenancy Notice needs to be approved and signed by a quorum of the Council.
- (iii) The Housing Department, along with a witness, will hand deliver the End of Tenancy Notice to the Tenant, or send out by registered mail.
- (iv) The Notice of End of Tenancy must:
  - (1) be in writing and signed by a quorum of the Council;
  - (2) identify the address and Tenant;
  - (3) state the reasons for end of tenancy;
  - (4) include the date and time the end of tenancy will come into effect if the Tenant does not voluntarily vacate the premises;
  - (5) state whether the end of tenancy is voidable if the Tenant completes all actions required to cancel the reasons for issuing the dispute;
  - (6) if a Tenant wishes to dispute the notice, he or she must do so in writing within three days of receiving it; and
  - (7) the Band will not be responsible for any items left behind. All items left will be considered garbage and disposed of accordingly.
- (v) On vacate day the Housing Department will change the locks on the home.
- (vi) All costs related to end of tenancy will be billed to the Tenant (e.g. the cost of having the locks changed, garbage removal, and cleaning of the unit).
- (vii) All records of eviction will remain in the Tenant(s) file permanently.<sup>2</sup>

## 2.18 INSURANCE

- (a) All houses under section 95 subsidized housing programs must be covered by fire insurance as a requirement of the Operating Agreement. Band-owned rental homes shall have basic fire insurance paid for by the

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<sup>2</sup> <http://www.tenants.bc.ca/ckfinder/userfiles/files/Chapter%208%20Evictions.pdf>

Band and as part of the Housing Policy. The Tenant is responsible for buying his/her own contents insurance.

- (b) Procedure
- (i) Fire insurance is part of the Residential Tenancy Agreement.
  - (ii) Content insurance is the sole responsibility of the Tenant (subject to any maintenance fee agreement the Tenant has with the Band).
  - (iii) In the case of the destruction of the house by fire, the Band will be the recipient of the insurance funds.
  - (iv) 100% of the deductible will be charged to the Tenant for claims as a result of willful damage (e.g. broken windows and smoke damage).
  - (v) 100% of the deductible will be paid by the Band for accidental damage caused by uncommon occurrences (e.g. fallen trees).
  - (vi) The Tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises (e.g. illegal activities).
  - (vii) It is the Tenant's responsibility not to interfere with the smoke detector and to avoid fire hazards.
  - (viii) The Housing Department will give the Tenant a copy of the insurance policy so that they may understand the requirements stated therein.
  - (ix) Insurance will be collected through shelter allowance from Tenants receiving Social Assistance.
  - (x) No business can be operated from the housing unit without proper insurance and a current business license as well as written approval from the Band. The Band must receive a copy of the license and insurance.
  - (xi) It is the Tenant's responsibility to inform the Housing Department if they operate any type of business from the home. If the business is not approved by the Band, the tenant will be held responsible if anything should happen.

## **2.19 MAINTENANCE/YARD UP KEEP RENTAL UNITS**

- (a) The Band must provide and maintain the housing unit in a reasonable state of repair, suitable for occupancy by a Tenant.

- (b) The Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the housing unit. The Tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the Tenant, family guests, and pets on the housing unit. The Tenant is not responsible for reasonable wear and tear to the housing unit.
- (c) Section 95 subsidized houses are maintained through a maintenance program and funded by the housing program budget. There is a high demand on maintenance funds. Maintenance requests, therefore, will be dealt with according to the greatest need. The maintenance program will work with the Tenant to ensure the housing unit is kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.
- (d) The Tenant is responsible for Basic Home Maintenance, and minor repairs and replacements. The Band is responsible for all normal wear and tear on the house and major repairs and replacements.
- (e) Basic Home Maintenance is generally defined as follows:
  - (i) house cleaning;
  - (ii) vacuuming;
  - (iii) window cleaning;
  - (iv) monitoring and wiping up moisture;
  - (v) ensuring indoor air quality is maintained (vents kept clear);
  - (vi) proper window coverings;
  - (vii) cleaning appliances (and under appliances);
  - (viii) testing smoke detectors to ensure they are working;
  - (ix) garbage removal (interior and exterior);
  - (x) yard clean up and weeding (old vehicle removal);
  - (xi) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze)); and
  - (xii) snow removal.
- (f) Minor repairs and replacements are generally defined as follows:
  - (i) supplying and changing faucet washers (if unable to do so, please contact the Housing Department);

- (ii) supplying and repairing loose screws on such things as cupboards and towel racks;
  - (iii) sink and toilet maintenance; and
  - (iv) replacing light bulbs.
- (g) Normal wear and tear responsibilities are generally defined as follows:
- (1) repainting interior and exterior;
  - (2) cleaning gutters and drains;
  - (3) checking and replacing batteries in the smoke detector;
  - (4) chimney cleaning;
  - (5) duct cleaning; and
  - (6) fire protection.
- (h) Major repairs and replacements are generally defined as follows:
- (1) roof repairs;
  - (2) plumbing leaks, backups, water line repairs, and septic tank maintenance;
  - (3) hot water tank maintenance and replacement;
  - (4) electrical work;
  - (5) electrical fixture replacement;
  - (6) replacing broken windows due to normal wear and tear (as long as they have not been damaged by the Tenant);
  - (7) repairing public driveways (e.g. snow-plowing and grading; and
  - (8) repairs to floors, doors and cupboards.
- (i) Procedure
- (i) The Tenant is expected to report any and all damage or maintenance issues in the housing unit to the Band as soon as it is noticed.

- (ii) The Tenant will not deface or mark the interior or exterior walls or floors of the housing unit.
- (iii) All requests for repairs/maintenance must be in writing in the form of a Repairs/Maintenance Request Form, and directed to the Housing Department.
- (iv) All improvements will become the property of the Band. Under no circumstances will the Band reimburse the Tenant for any improvements or additions.
- (v) If required, the Housing Department will fill out a Work Order (see “**Schedule 21**”).
- (vi) The Housing Department will conduct annual inspections and fill out the inspection form indicating maintenance requirements.
- (vii) The Housing Department will keep updated assessments of the condition of the housing unit.
- (viii) The Housing Department will have a copy of a Maintenance Plan (see “**Schedule 22**”) for each unit.

## **2.20 MAINTENANCE/YARD UPKEEP IN RENT-TO-OWN UNITS**

- (a) Band-owned Rent-to-Own Units follow the same general principles as the Section 95 Maintenance Program.
- (b) The Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the housing unit. The Tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the Tenant, family guests and pets on the housing unit.
- (c) Section 95 subsidized houses are maintained through a maintenance program and funded by the housing program budget. The Housing Department will work with the Tenant to ensure the housing unit is kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.
- (d) The Tenant is responsible for Basic Home Maintenance, and minor repairs and replacements. The Band is responsible for all normal wear and tear on the house and major repairs and replacements.
- (e) Basic Home Maintenance is generally defined as follows:
  - (i) house cleaning;
  - (ii) vacuuming;

- (iii) window cleaning;
  - (iv) monitoring and wiping up moisture;
  - (v) ensuring indoor air quality is maintained (vents kept clear);
  - (vi) proper window coverings;
  - (vii) cleaning appliances (and under appliances);
  - (viii) testing smoke detectors to ensure they are working;
  - (ix) garbage removal (interior and exterior);
  - (x) yard clean up and weeding (old vehicle removal);
  - (xi) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze)); and
  - (xii) snow removal.
- (f) Minor repairs and replacements are generally defined as follows:
- (i) supplying and changing faucet washers (if unable to do so, please contact the Housing Department);
  - (ii) supplying and repairing loose screws on such things as cupboards and towel racks;
  - (iii) sink and toilet maintenance; and
  - (iv) replacing light bulbs.
- (g) Normal wear and tear responsibilities are generally defined as follows:
- (1) repainting interior and exterior;
  - (2) cleaning gutters and drains;
  - (3) checking and replacing batteries in the smoke detector;
  - (4) chimney cleaning;
  - (5) duct cleaning; and
  - (6) fire protection.
- (h) Major repairs and replacements are generally defined as follows:



- (1) roof repairs;
  - (2) plumbing leaks, backups, water line repairs, and septic tank maintenance;
  - (3) hot water tank maintenance and replacement;
  - (4) electrical work;
  - (5) electrical fixture replacement;
  - (6) replacing broken windows due to normal wear and tear (as long as they have not been damaged by the Tenant);
  - (7) repairing public driveways (e.g. snow-plowing and grading; and
  - (8) repairs to floors, doors and cupboards.
- (i) Procedure
- (i) The Tenant is expected to report any and all damages or maintenance issues in the housing unit to the Band as soon as it is noticed.
  - (ii) The Tenant will not deface or mark the interior or exterior walls or floors of the housing unit.
  - (iii) All requests for repairs/maintenance must be in writing in the form of a Repairs/Maintenance Request Form, and directed to the Housing Department.
  - (iv) All improvements will become the property of the Band. Under no circumstances will the Band reimburse the Tenant for any improvements and additions.
  - (v) If necessary, the Housing Department will fill out a Work Order.
  - (vi) The Housing Department will conduct regular inspections and fill out the inspection form indicating maintenance requirements.
  - (vii) The Housing Department will keep updated assessments of the condition of the housing unit.
  - (viii) The Housing Department will have a copy of a Maintenance Plan for each unit.

## 2.21 RENOVATIONS

- (a) Section 95 subsidized housing units shall be renovated under the Replacement Reserve section of the CMHC program, depending on available funds and Replacement Reserve criteria of the Program. All other Band rental housing units are eligible for ISC and CMHC renovation funding, upon availability.
- (b) The Band, not the Tenant, is responsible for applying for and conducting renovations. The funders are solely responsible for accepting renovation applications and approving work to be completed regardless of what was applied for. The practices and policies in the renovation section generally apply to Band rentals although the eligibility and selection is the Band's prerogative.
- (c) Procedure
  - (i) Renovations will be attained in one of two ways:
    - (1) the Tenant in a Band owned rental will make a request in writing to the Housing Department stating what needs to be repaired according to health and safety standards; or
    - (2) the Housing Department and certified inspector will conduct a regular inspection and discover the need for a renovation.
  - (ii) The assessment of the housing unit and the priority of the project will be solely the responsibility of the Housing Department.
  - (iii) If a renovation is required to accommodate a person with a disability, the Housing Department will work with the nurse or Community Health Representative to achieve the necessary changes to the dwelling.
  - (iv) It is the Tenants responsibility to provide the Housing Department with all application for renovation attachments such as:
    - (1) income verification;
    - (2) house history if it is a private home;
    - (3) Notice of Tax Assessment; and
    - (4) income tax summary for the year that application takes place.

## 2.22 ABANDONED HOUSES

- (a) All Tenants of rental housing units are required to inform the Housing Department of any lengthy absences from the housing unit. Tenants or occupants who must leave the community for an indefinite period of time due to employment, school, or for medical reasons must make written arrangements with the Housing Manager for rental payments and to ensure the housing unit is safe and maintained.
- (b) A housing unit is considered abandoned if left unoccupied for two consecutive weeks in winter; three consecutive weeks in summer.
- (c) Any unit that is left abandoned without rent payment arrangements will be reclaimed by the Band and rented out to the next qualified applicant.
- (d) The End of Tenancy Policy (2.17) will be followed if the housing unit is deemed to be abandoned as defined by this policy.
- (e) The Band will take possession of the contents of the housing unit, and dispose of them at the cost of the Tenant.
- (f) Procedure
  - (i) End of Tenancy Notice will be served as per the End of Tenancy Policy (2.17).
  - (ii) Personal effects will be removed from the housing unit in accordance with the guidelines in the Residential Tenancy Agreement.

## 2.23 OWNERSHIP RETENTION

- (a) Section 95 subsidized housing units belong to the Band for as long as the subsidy program is in place. When the mortgage is paid in full, the subsidy is removed and the Band is under no CMHC program restrictions. It is the Band's prerogative to retain the ownership of the housing unit for the rest of its life span or to transfer ownership to the Tenant if all amounts are paid, there are no arrears owing, and/or there are no receivables owing to the Band.
- (b) The Band remains the rightful owner of the housing unit until a Home Ownership Agreement (see "**Schedule 23**") has been signed by the Band and the future owner.
- (c) Procedure
  - (i) The terms and conditions of the Band retaining ownership are as follows:

- (1) there must be no previous agreement with the Tenant;
- (2) ownership of the housing unit must not have been previously established; and
- (3) the Band retains the discretion to refuse a long-term or short-term transfer of ownership to the Tenant, and to identify the particular housing unit as Band-Owned.

## **2.24 OWNERSHIP TRANSFER**

- (a) The transfer of ownership of a housing unit is solely the right and responsibility of the Band. Transfer of ownership from the Band to a Band member will only take place in units that have been designated as rent-to-own.
- (b) Housing units designated as Band Rental Units will not be available for transfer of ownership.
- (c) Transfer of ownership only relates to the housing unit, not the land.
- (d) Procedure
  - (i) The terms and conditions of transfer of ownership are as follows:
    - (1) Long-term Tenant In Good Standing:
      - (1) the Tenant must have rented for the full term of the mortgage;
      - (2) the Tenant must have paid rent in full out of the Tenant's own resources; (not if on Social Assistance or if home has been sub-let and tenants were on Social Assistance); and
      - (3) the Tenant must have no other debt owing to the Band.
    - (2) Long-term Tenant with debt to the Band:
      - (1) the Tenant must pay all debts owing to the Band including penalties/receivables before the Band will transfer ownership;
      - (2) the Tenant has the option to pay the debt owing in full and achieve ownership;
      - (3) the Band will continue to collect monthly rent payments until the debt has been paid in full; and

- (4) if the Tenant chooses to continue to pay monthly rent payments, the Band will pay the insurance on the housing unit until the debt has been paid in full and the housing unit is transferred to the owner.
- (3) Short-term Tenant:
  - (1) the Housing Department will get a professional assessment of the value of the housing unit;
  - (2) the Housing Department will calculate the rent paid to date by the current Tenant; and
  - (3) the Housing Department will establish what the current Tenant owes in order to pay the value in full and achieve ownership once the mortgage is all paid out.
- (e) The Council must approve all transfers of ownership.
- (f) Once the transfer of ownership has taken place and a Home Ownership Agreement has been signed, the housing unit will no longer be managed under the Band rental housing policies. The owner will no longer receive the services nor will they have the restrictions of a subsidized housing unit. The housing unit will instead fall under Part 3 of the Housing Policy.

## **2.25 SURVIVORSHIP**

- (a) With a Will
  - (i) If a Rent-to-Own Tenant in section 95 subsidized housing unit dies and leaves a Will, the beneficiary can make a request to the Housing Department to acquire the unit. The Band has no obligation to transfer the rental account to the beneficiary. If the Band chooses to do so, the Beneficiary will be required to meet the criteria as set out in the Selection Criteria and adhere to the Residential Tenancy Agreement for the full term of the mortgage.
  - (ii) If the housing unit is a Rent-To-Own unit the beneficiary may request that the house be transferred into the beneficiary's name once the mortgage has been paid under the terms and conditions of the Home Ownership Transfer Policy (2.24).
  - (iii) Procedure
    - (1) The beneficiary must contact the Housing Department immediately and set up a payment arrangement.

- (2) The beneficiary is subject to all the section 95 program requirements and Band management policies.
  - (3) The beneficiary must meet the criteria for a Tenant as per the Selection Criteria.
  - (4) The beneficiary is subject to all the section 95 program requirements and Band management policies.
  - (5) If the housing unit has a Rent-To-Own agreement, the beneficiary may request a transfer of ownership once the mortgage and any outstanding debt has been paid in full.
  - (6) If the Rent-To-Own unit has arrears accumulated by the deceased, the beneficiary will be held liable for any outstanding debts. The beneficiary must meet with the Housing Manager to set up a re-payment schedule and a new Residential Tenancy Agreement must be completed and signed by all parties involved.
- (b) Without a Will
- (i) If a Rent-To-Own tenant in a section 95 unit passes away without a Will, and they were considered head of the household, the immediate family or spouse must meet with the Band's Housing Department. They may request to keep the unit, as long as the criteria are followed. Only a Band Member may be considered for ownership.
  - (ii) Procedure
    - (1) The family must contact the Housing Department immediately and set up a meeting to discuss their options with the Band.
    - (2) If there is no legal Will but the family presents a strong case for a family member to take over the responsibility for the housing unit, the Housing Department will consider the situation on a case-by-case basis.
    - (3) If the Band decides to consider the family's request, they must meet the criteria for a Tenant as per the Selection Criteria.
    - (4) The family is subject to all the section 95 program requirements and Band management policies.

- (5) If a family member takes over the responsibility for the housing unit, the Family Member must contact the Housing Department immediately and set up a payment arrangement. If the deceased had arrears on the unit, an Arrears Recovery Agreement must be entered into.
- (6) The Band is under no obligation to transfer ownership.

## **2.26 PETS**

- (a) No pets will be permitted in any Band-owned rental homes, unless grandfathered with approval from the Housing Manager.
- (b) Service pets are allowed in any unit.

### **PART 3 PRIVATELY OWNED HOUSING UNITS AND ON RESERVE LOAN INSURANCE WITH MINISTERIAL LOAN GUARANTEE**

There are several types of housing units covered in this section of policies, all under the general heading of privately-owned homes. The categories of these housing units are as follows:

- (a) On Reserve Loan Insurance with Ministerial Loan Guarantee (formerly known as Section 10). A Ministerial Loan Guarantee (MLG) is a guarantee provided by Lax Kw'alaams to a lender to guarantee the repayment of a housing loan made to a Band borrower. To qualify for a CMHC-insured loan secured by an MLG, the borrower must have a minimum down payment of 5% of the lending value of the home. The borrower must meet CMHC credit standards in order to get a loan. No CMHC loan insurance premiums are payable for loans secured by an MLG.
- (b) Privately mortgaged housing units, where the Band receives a Ministerial Loan Guarantee from ISC on behalf of the Band member borrower and a mortgage from a lending institution other than a CMHC-insured loan.
- (c) All homes that have been previously built and financed by the home-owner or have been historically considered owned by the present owner.

The Band and home-owner have a sliding scale of responsibility in each of the preceding categories. The Housing Department has some requirements from these home-owners and can deliver some services to these units; however, most of the responsibility for the housing units lies with the home-owners.

### 3.1 HOME OWNERSHIP

- (a) A housing unit that is not financially dependent on the Band is considered a privately-owned home. Although the mortgage may require a Ministerial Guarantee, the home-owner is fully responsible for all the financial arrangements for the unit. However, home-owners must follow band policy when building or purchasing a home or when requiring services for applying for government funding that flows through the Band.
- (b) Criteria for privately owned homes:
  - (i) only Band members may own homes on Band land unless the home is on land which has been designated leased-land for commercial housing development (in which case these policies do not apply);
  - (ii) home ownership does not mean land ownership;
  - (iii) land ownership falls under Band land policies;
  - (iv) all land regulations must be followed (as determined by the Band Land Department) and all required documentation completed prior to an application for home ownership; and
  - (v) all debts to the Band must be paid in full before a Home Ownership Agreement will be issued.
- (c) Procedure
  - (i) All home-owners, whether they have a new home built, older ISC home, transferred section 95 previously subsidized home or purchased house from another band member, must execute an Ownership Agreement with the Housing Department.
  - (ii) Possession of a valid Ownership Agreement constitutes valid proof of home ownership.
  - (iii) Home-owners must remain In Good Standing with respect to the home-owners' commitments under the agreement.
  - (iv) Transfer of home-ownership to another Lax Kw'alaams member is permitted, provided that the new owner has executed an Ownership Agreement with the Housing Department.

### 3.2 APPLICATION TO BUILD

- (a) Individuals must fill out an application form to build a privately-owned home. The Application to Build (see "**Schedule 24**") begins the process



whereby the prospective new home-owner and Housing Department ensure that all the Band's required processes are followed.

- (b) Procedure
  - (i) The applicant must have a Band approved lot to build on.
  - (ii) The applicant must complete an Application to Build with the Housing Department and submit to Mayor and Council for approval.
  - (iii) The Application to Build must include a map of the area that is being applied for.
  - (iv) The application must describe the housing project.
  - (v) The application must show proof of financing.
  - (vi) The applicant is responsible to act as his/her own agent.
  - (vii) The land approval will be subject to environmental screening by ISC, approval by neighbours, and community objectives.
- (c) If approved at a Council meeting, the applicant will be provided with a Band Council Resolution stating what area that was designated to the applicant.

### **3.3 LAND**

- (a) Certificate of Possession
  - (i) An individual owns land where there is a Certificate of Possession (CP) issued and registered by Indian and Northern Affairs Lands and Trust Services.
- (b) Designated Land
  - (i) Land on the Lax Kw'alaams may be designated, but this does not mean you own the land in which was designated to you.

### **3.4 ELIGIBILITY**

- (a) Eligibility is not automatic and the Band can reject any application. Only Band members with a land designation are eligible.
- (b) Procedure
  - (i) Band members must also meet all of the following criteria:

- (1) available proof of income;
- (2) good credit;
- (3) no debts owing to the Band, where debt is defined as
  - a) rent arrears;
  - b) damage deposit arrears;
  - c) damage to the home; or
  - d) outstanding loans from the Band for any debt;
- (4) a minimum down payment of 5% of the lending value of the home as the home-owner equity contribution; and
- (5) eligibility for ISC subsidy.

### **3.5 NEW HOME OWNER SELECTION**

- (a) New home-owner selection will be based on criteria for eligibility being met. Selection will occur based on applicants' merit. There will only be a waiting list if there are too many people eligible and ready with a down payment and land. In those circumstances, the Housing Manager will make the selection on a first come first serve basis—whoever has their application, land, financing, credit rating, income verification and down payment ready first will be served first.

- (b) Procedure

New home applicants will be served on an individual basis. The Housing Department will give the applicant a list of all the information that is required. The applicant will work with the Housing Department until he or she has everything ready. Once all the information is in order the project may proceed.

### **3.6 CONSTRUCTION**

- (a) Private home-owners may contract their own certified construction contractor, or may use the Housing Department to take care of the contracting process, in which case the Housing Department will charge a management fee of 10% of the ISC subsidy. All construction must follow the same set of rules, which include:
  - (i) must have housing plans and all contracts approved by Housing Department;
  - (ii) must have services approved by Maintenance Department;

- (iii) must follow Band Approved construction practices (as per Part 3 and policy 3.7—Inspections);
  - (iv) must follow the BC building code;<sup>3</sup>
  - (v) must be inspected at specified intervals by a qualified building code inspector;
  - (vi) must have workers covered by Work Safe BC;<sup>4</sup> and
  - (vii) all construction sites must be covered by construction insurance.
- (b) Procedure

Prospective individual home-owners must work closely with the Housing Department to ensure all the construction criteria are followed.

### 3.7 INSPECTIONS

- (a) Private home construction must be carried out with the use of the Band approved building code inspector, and the home-owner must file inspection reports with the Housing Department.
- (b) Procedure
- (i) Inspections must be submitted to the Housing Department in the following order:
    - (1) Site preparation
    - (2) Foundation
    - (3) Framing
    - (4) Lock up
    - (5) Plumbing
    - (6) Electrical
    - (7) Final Inspection
  - (ii) Inspections must be carried out, and infractions corrected, before construction continues.

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<sup>3</sup> <http://www.boabc.org/>

<sup>4</sup> <http://www.worksafebc.com/>

- (iii) The Housing Department will shut down the construction site without notice if the inspections are not submitted or infractions are not fixed. All parties involved will be notified.

### **3.8 BUILDING CODES**

- (a) Any new construction must follow current BC Building Codes and any additional requirements that may be determined by the Band.
- (b) Procedure

Building inspectors will use the most current BC Building Codes: [www.boabc.org](http://www.boabc.org).

### **3.9 FINANCING**

- (a) Private home-owners must follow Band financial practices<sup>5</sup> (as required by the Finance Department) in addition to practices required by their financial institution.
- (b) Procedure
  - (i) Private home-owners must complete a thorough construction plan, including a house plan, budget, and schedule.
  - (ii) The private home-owner is responsible for organizing mortgage arrangements.
  - (iii) The private home-owner must prove she/he can acquire sufficient funds to complete the project.
  - (iv) If the home-owner requires a Ministerial Loan Guarantee, the Band must approve the lending institution.
  - (v) The Band can refuse an MLG if it has overextended its financial capacity, or for any other reason it deems necessary based on its own financial considerations.
  - (vi) The Band is not bound to provide a mortgage guarantee.

### **3.10 MORTGAGE DEFAULT**

- (a) As guarantor of the loan, the Band must make payments should a private home-owner default. If the home-owner is three months in arrears of the loan payment, or in default, the Band may repossess the house.

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<sup>5</sup> Must follow Bands Human Resource Policy

- (b) Procedure
  - (i) Mortgage default takes place when a mortgagee misses three consecutive mortgage payments, or as determined by the lending institution. If the lending institution contacts the Band for mortgage guarantee payment, the Band will:
    - (1) serve the occupant with an immediate End of Tenancy Notice;
    - (2) upon repossession the house will be advertised for sale;
    - (3) the Housing Department will put in a reserve bid of the loan amount and the equity contributed by the Band; and
    - (4) the Band will charge an administration fee. The home-owner forfeits any and all claim to the loan proceeds, the Band equity investment, and the administration fee. All net proceeds other than the loan, the Band equity, and the administration fee will be turned over to the former home-owner.

### **3.11 SUBSIDY FUNDS**

- (a) Housing subsidy funds are allocated to the Band, not the home-owner. The subsidy will be granted to a home-owner at the Band's discretion, only if the home-owner has fulfilled all the Band requirements and agreed to follow inspection and financial policies and procedures. The housing subsidy does not intend to cover the total cost of new or renovation construction.
- (b) Financial contributions by the home-owner are often required. Home-owners are responsible for any over-costs that may occur.
- (c) Procedure
  - (i) In order to cover administration and project management of capital projects the Band will allocate 90% of the subsidy funding to the house construction and 10% to the Operations & Maintenance Department and a set amount of \$450 for inspections. For example:

Subsidy total = \$28,355

Construction	\$	25,000	
O & M	\$	2,905	
Inspections	\$	450	(Depends on area)
<b>Total</b>	<b>\$</b>	<b>28,355</b>	

### 3.12 PRIVATELY OWNED RENTAL HOMES

- (a) A housing unit belonging to an individual will be subject to policies that apply to “all housing units” only. Otherwise, the owner is fully responsible for the unit.
- (b) Procedure
  - (i) The home-owner is responsible for insuring, maintaining, repairing, renovating and keeping the home in a safe condition. The Band cannot be held liable for anything that takes place in the house or by or to the Tenants.
  - (ii) The home owner may choose his/her own Tenant.
  - (iii) The housing unit will eligible for ISC or RRAP renovations.
  - (iv) The housing unit will not be eligible for any Band maintenance services.
  - (v) The Housing Department will charge the home owner a fee for band utilities, including sewer, water, and garbage collection.

### 3.13 SURVIVORSHIP

- (a) The provisions of the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, S.C. 3013, c. 20 apply to all real property on Lax Kw’alaams Band land. Privately owned housing units will be passed on by the owner to his or her beneficiary as determined by law.
- (b) Procedure
  - (i) If a home-owner passes away with a valid Will:
    - (1) The ownership will pass to the benefactor only if the benefactor is a Band member.
    - (2) The house may be sold and the proceeds passed to the beneficiary if the beneficiary is not a Band member.

- (3) Ownership of the house may be turned over to the Band by the beneficiary in exchange for the right to occupy the house as long as the terms of the Home Ownership Agreement are met.
- (ii) If a home-owner passes away without a valid Will:
  - (1) Ownership of the house will be passed to that member's spouse, if the spouse is a member of the Band.
  - (2) Where the spouse is not a member, but the children are members of the Band, ownership will pass to the children.
  - (3) Where the surviving spouse and children are not members of the Band and the house is considered to be part of the estate of the deceased Band member; then at the discretion of the executor of the estate:
    - (1) ownership of the house will pass to the Band, and in exchange, the Band may allow the continued occupancy of the surviving spouse and children as long as the terms of the Home Ownership Agreement are met; or
    - (2) the house will be put up for sale and the proceeds of the sale will go to the beneficiaries of the deceased member's estate.
- (c) It is noted that the ownership of the house cannot be willed to a non-Band member; nor can a non-Band member purchase the house from the estate sale.

### **3.14 TRANSFER OF OWNERSHIP**

- (a) Ownership of a housing unit is formalized by the implementation of a Home Ownership Agreement. If a Band member wishes to buy a housing unit under a Ministerial Guaranteed Mortgage he/she will be required to make an application for a new Home Ownership Agreement for that dwelling. Only eligible applicants will be permitted to purchase housing units that are guaranteed by the Band.
- (b) Procedure
  - (i) The terms and conditions of transfer of ownership of a privately owned housing unit guaranteed by the Band are as follows:

- (1) only prospective buyers who qualify under the same criteria as the original owner will be considered for a transfer of ownership;
- (2) the price for the housing unit will be agreed upon by the current and prospective owners;
- (3) the Band will not take part in the financial negotiations and transactions between the two parties; and
- (4) the original owner will sign a Home Ownership Agreement with the new home-owner, which will be kept on record in the Band files.

### **3.15 MAINTENANCE AND YARD UPKEEP**

- (a) Home-owners are responsible for maintaining their own privately-owned housing units. Home-owners shall maintain yards and driveways in an acceptable manner, based on the standards set by the neighborhood.
- (b) Issues such as pests, animals, and garbage are matters of public health and safety and must be tended to according to the Band's by-laws.
- (c) Procedure
  - (i) The home-owner is expected to conduct full maintenance of their home and premises.
  - (ii) The only housing programs available to a home-owner are ISC renovations and RRAP (if the home-owner is eligible).

### **3.16 INSURANCE**

- (a) It is the home-owners' responsibility to have fire insurance for their home, surrounding buildings, and contents insurance.
- (b) Procedure
  - (i) House and contents insurance is the responsibility of the home-owner.
  - (ii) Insurance funds are the sole property of the home-owner.
  - (iii) In the case of the destruction of a house, the Band is not responsible for replacing or renovating the house or its contents.

### **3.17 PETS**

Must follow the Band By-laws.



### 3.18 NOISE

Must follow Band Bylaws.

## PART 4 RENOVATIONS AND ADDITIONS

(For Privately Owned homes)

The Band Housing Program includes ISC renovations and CMHC renovations. The Housing Department is required to follow the practices and policies of both these government agencies, but is also required to have Band policy to govern the internal administration and management of these government renovation programs.

While for the most part the policies pertain to renovations, where an addition is sought, the same policies apply. Renovations to Band-owned rentals are the responsibility of the Housing Department. Eligibility will be assessed by the Housing Department and is not subject to this policy.

### 4.1 APPLICATION

- (a) Home-owners must fill out an Application to Renovate (see “**Schedule 25**”) form and keep their application up to date.
- (b) Procedure
  - (i) Home-owners will get an application form from the Housing Department.
  - (ii) Home-owners are required to keep a copy for his/her own file.
  - (iii) The Housing Department will keep the application for two years.
  - (iv) The application should include the home-owner’s requests and priorities.
  - (v) Home-owners are required to pay any additional cost over and above the grants acquired for the renovation before work commences.
  - (vi) Home-owners are required to make a down payment to the Band. The amount will be determined by the Housing Department as a percentage of the subsidy.

### 4.2 ELIGIBILITY

- (a) Eligibility for renovations is not automatic. The home-owner and the project must meet the program criteria.

- (b) Additions and basements are eligible in some cases. A housing unit must be ten years or older to be eligible for renovation programs.
- (c) A formal inspection by an approved BC building inspector must identify how the renovation will extend the life of the house by fifteen years.
- (d) Renovation grants often do not cover the full cost. Therefore, additional funds and/or sweat equity will be needed by the home-owner.
- (e) Procedure
  - (i) The home-owner must complete an Application to Renovate form.
  - (ii) The application must be updated every two years.
  - (iii) Old renovation applications will be kept on file for two years and then the application will be destroyed.
  - (iv) Each renovation project proposal will be based on current home-owner interest and applications.
  - (v) Oral renovation requests will not be considered.
  - (vi) Renovations cover general wear and tear.
  - (vii) Renovation work will be done according to the building inspectors' scope of work.
  - (viii) Repairs of damage or vandalism shall not be considered eligible and shall be the responsibility of the Tenant.
  - (ix) Band criteria for eligibility is in addition to ISC and CMHC renovation programs eligibility criteria.

### **4.3 SELECTION**

- (a) Renovations are based on available funds. However, due to the high demand and limited resources for renovations, the Housing Department will follow a formal selection process when approving home-owners for renovations.
- (b) Procedure
  - (i) An approved BC building inspector will conduct a renovation assessment on each applicant's housing unit.
  - (ii) Where the Band approves a renovation, the cost of inspections will come out of the total renovations costs and are paid by the Band.

- (iii) Where a home-owner requests a renovation and receives an inspection, but does not qualify for the renovation, the cost for the inspection is the responsibility of the home-owner and will not be paid by the Band.
  - (iv) The Housing Department will decide whether the home-owner meets the criteria for the required renovation.
  - (v) If the renovation exceeds funding limits, the Housing Department and home-owner will design a financial package that may include loans to assist with completion of the renovation.
- (c) Projects that qualify will be subject to the following non-exhaustive selection criteria:
- (i) health and safety;
  - (ii) need;
  - (iii) young children;
  - (iv) seniors;
  - (v) residence has not had a renovation for ten years;
  - (vi) home-owners have proven that they perform regular maintenance and repairs to their house; and
  - (vii) home-owners are willing to contribute to the project.

#### **4.4 INSPECTIONS**

- (a) Renovations shall be conducted based on an inspection report from a qualified building inspector outlining the scope of work and budget.
- (b) Procedure
  - (i) The Band will hire an approved building inspector to complete a scope of work for the intended renovation.
  - (ii) The building inspector will estimate the cost for the work.
  - (iii) The Tenant is responsible for the initial cost of the inspection but will be reimbursed by the Band once the renovation funding has been received.
  - (iv) The home-owners and the Housing Department are required to attend the inspections.

- (v) The building inspector, home-owner and the Housing Department must sign the inspection report.
- (vi) Any questions or appeals regarding the building inspection and scope of work must be raised by the home-owner to the Housing Department within two weeks of the home-owner acquiring the report.

#### 4.5 FUNDING/FINANCING

- (a) Sufficient funds to fully complete the renovation must be arranged before any construction is started.
- (b) Applying for renovation funding is the responsibility of the Housing Department. Subsidies are available from ISC and CMHC. The Housing Department will follow government agency regulations, and seek Band Council approval.
- (c) Any additional funds needed to complete the project are the responsibility of the home-owner, must be guaranteed before the renovation project begins, and must be paid up front.
- (d) Procedure
  - (i) All renovations are subject to the Band's Application for funding.
  - (ii) No home-owner shall receive funds from the Band over and above the ISC and CMHC's funding limits.
  - (iii) Generally, the subsidy is not enough for a thorough renovation, therefore an ISC subsidy may be coupled with a CMHC application and submitted together.
  - (iv) The entire ISC subsidy for renovations is not applied directly to construction. For example:

An ISC subsidy of \$14,253 may be spent as follows:

Construction	\$	12,500
O & M	\$	1,453
Inspections	\$	300
<b>Total</b>	<b>\$</b>	<b>14,253</b>

#### 4.6 BUILDING CODE/RENOVATIONS

Refer to: [www.worksafe.com](http://www.worksafe.com)  
[www.boabc.org](http://www.boabc.org)

**PART 5  
GENERAL POLICIES**

**5.1 SANITATION**

- (a) Garbage service shall be provided to all Band or as set out by the Band.
- (b) Procedure
  - (i) Pick up is once a week.
  - (ii) Houses are limited to two bags per pick up or as set out by your Band.
  - (iii) Garbage must be placed in sealed bags and placed in garbage bins.
  - (iv) Garbage bins must have lids.
  - (v) Garbage bins must be placed at the road side on garbage day.
  - (vi) Tenants are responsible for any loose garbage.
  - (vii) Unsightly garbage around units must be removed in a timely manner by Tenants.
  - (viii) Tenants are responsible for the removal of old appliances and furniture.

**5.2 DISCRIMINATION**

- (a) Except for the two provisions stated below, the guidelines outlined in the following Housing Policies will be applied without discrimination.
  - (i) Provision 1

Band members will be given priority. Non-Band members will be considered for tenancy if a unit is empty and there are no eligible Band members that require occupancy. If a non-member is occupying a house they will not be evicted if an eligible member applies for a unit.
  - (ii) Provision 2

This prohibition against discrimination shall not apply to accommodation reserved for seniors or persons with a disability.

### 5.3 APPEALS

- (a) All Tenants have the right to appeal any decision that is made by the Housing Department. Such appeals must follow the appeals procedure.
- (b) Procedure
  - (i) Appeal Forms (see “**Schedule 26**”) will be kept in the Housing Department and are available upon request.
  - (ii) Requests for Appeal Forms will not be denied.
  - (iii) The Housing Department will explain the appeal process to the complainant.
  - (iv) The complainant is required to fill out an Appeals Form.
  - (v) The complainant must submit the form to the Housing Department.
  - (vi) The appeal will be referred to an Mayor and Council.
  - (vii) The Mayor and Council, within thirty days of receiving the appeal submission, will notify the complainant of the date, time and place of the hearing.
  - (viii) The complainant or a representative may present the reason for the appeal in person. The complainant must be present, even if being represented.
  - (ix) The Mayor and Council may request additional information from either party (this must be requested before the hearing, if possible).
  - (x) The Mayor and Council may render their decision on the day of the hearing or they may require more time to review the appeal.
  - (xi) The complainant will be notified in writing of the Mayor and Council’s decision.
  - (xii) The Mayor and Council’s decision is final. If the complainant wishes to take further action, it will be at his or her own expense.

### 5.4 CONFIDENTIALITY

Refer to the Band general policies.

### 5.5 ETHICS

Refer to the Band general policies.

## 5.6 RECORD KEEPING

- (a) The Housing Department shall keep accurate written records of all transactions and housing information. Personal Tenant records must be kept in a locked area to comply with the Band's privacy requirements. The Tenant is also obliged to keep his/her own housing records.
- (b) Procedure
  - (i) The Housing Department is responsible for keeping:
    - (1) home ownership records;
    - (2) tenant records;
    - (3) housing policies;
    - (4) housing forms, reports and schedules;
    - (5) financial transaction records;
    - (6) land information as it pertains to housing stock;
    - (7) mortgage and loan documents;
    - (8) individual Tenant files;
    - (9) maintenance records; and
    - (10) ISC and CMHC funding information.
  - (ii) The Band is responsible for keeping housing records safeguarded for privacy reasons.
  - (iii) Tenants are responsible for keeping:
    - (1) rent receipts;
    - (2) copies of all request forms;
    - (3) his or her Residential Tenancy Agreement;
    - (4) maintenance records; and
    - (5) all other agreements.

## 5.7 RATIFICATION

- (a) The Mayor and Council will ratify the Housing Policy and each subsequent policy using the Ratification Procedure.
- (b) Procedure
  - (i) Council will appoint a housing committee to read and review the policy.
  - (ii) The housing committee will work with the Housing Department until the policy meets with the Council approval.
  - (iii) The chair of the housing committee will, at a regular Council meeting, move ratification of the policy.
  - (iv) The Council will vote on the ratification motion.

## 5.8 POLICY AMENDMENT

- (a) All items of the Housing Policy and Schedules are subject to change as necessary. Proposals for amendments will come from the concerns of the community, Mayor and Council, Tenants, and the Housing Department.
- (b) The Housing Department will draft the changes and circulate the draft for at least six months prior to implementation to the community and Housing Department to review. Feedback will be built into the final draft.
- (c) Council will ratify Policy amendments.
- (d) The final draft, including amendments, will be announced at a community meeting and the Housing Department will provide copies for Band members.
- (e) The existing Policy will continue to be implemented until any change is ratified, unless Mayor and Council determine otherwise.

## PART 6 SPECIFIC BAND POLICIES

### 6.1 DAMAGE DEPOSIT

- (a) The Band will hold a security against damages to the housing unit equal to one half the monthly rent (the “**Deposit**”), which shall be paid by the Tenant prior to occupying the premises. The Deposit and reasonable



interest will be returned to the Tenant if there is no damage beyond normal wear and tear.<sup>6</sup>

(b) Procedure

- (i) The Tenant and Band will sign a Damage Deposit Agreement (see “**Schedule 27**”). The Band will keep the Deposit in a separate bank account. Should a Tenant vacate the unit, the Band will return the Deposit with interest, if the move-out inspection has shown no damage.
- (ii) Based on the move-out inspection report, which is completed by the Housing Department, if a unit is damaged beyond normal wear and tear from ordinary use, the Band can subtract the repair costs and give the Tenant the balance plus interest along with the reasons for deductions.
- (iii) Should the cost of damages exceed the Deposit, the Band will make a Damage Payment Arrangement (see “**Schedule 14**”) and charge the costs to the Tenant.
- (iv) Any unpaid rents will also be deducted from the Deposit.
- (v) If the Tenant does not agree with the Band’s decisions regarding condition and cost of repairs, the Tenant can appeal the decision using the appeal process.

## 6.2 SUBLETTING

- (a) The Tenant may sublet the rental unit to another person with the written consent of the Housing Department. Under the Sublet Agreement (see “**Schedule 28**”), the new Tenant must be eligible for the unit and assume all the rights and obligations under the existing tenancy agreement. The Sublet Agreement will be managed by the Housing Department, not by the original Tenant.

(b) Procedure

- (i) A Tenant may make arrangements to sublet their housing unit based on reasonable need and a fixed time period.
- (ii) The sub-tenant must meet the eligibility criteria and be approved by the Housing Department.
- (iii) The sub-tenant will sign a Sublet Agreement.

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<sup>6</sup> [www.tenants.bc.ca/main](http://www.tenants.bc.ca/main)

- (iv) The sub-tenant is responsible to pay the rent.
- (v) The Tenant will sign an agreement with the Housing Department to vacate the unit.
- (vi) The Tenant will give the Housing Department three months' notice upon returning to the unit.
- (vii) If the Tenant does not make alternative arrangements with the Housing Department and does not return at the agreed-upon time, the unit will be considered vacant and the Housing Department will put in a permanent Tenant.
- (viii) If the sub-tenant does not pay the rent, the sub-tenant will be evicted.
- (ix) If the sub-tenant does not pay the rent, the Tenant is responsible to pay the rent, and any arrears caused by the sub-tenant may result in the Tenant being evicted in his or her absence.
- (x) If the Tenant extends his or her absence more than two times, the unit will be considered vacant and the Housing Department will put in a permanent Tenant.

## **PART 7 POLICIES IN PROGRESS**

### **7.1 PERMITS TO BUILD**

- (a) Procedure
  - (i) To qualify for a building permit, the prospective builder needs to identify:
    - (1) in the case of a mobile home, whether the build is CSA approved;
    - (2) the size of the house on the lot;
    - (3) distance from property line;
    - (4) approved wells; and
    - (5) hook up to services (no unapproved septic fields).

## (ii) Next steps

The Band will continue to study the pros and cons of establishing a permit process and will consult with the NSTQ Housing Alliance Committee on an ongoing basis.

**7.2 SWEAT EQUITY**

(a) Sweat equity is a contribution of labour and/or materials to complete the renovation project. The Band expects that the home-owner or the home-owner's family, if able, will contribute sweat equity to their renovation.

## (b) Procedure

(i) All home-owners are required to make a sweat equity contribution to their renovation or construction.

(ii) All home-owners or Tenants are required to sign a sweat equity contract stating the time and type of work they will contribute.

(iii) Housing and construction staff will manage the sweat equity contract.

(iv) If the home-owner is unable to make a contribution, he or she must get the sweat equity waived by the Housing Department.

(v) If the sweat equity contribution is not honored, the construction may be stopped; or the cost may be charged to the home-owner as an over-cost.

**7.3 OTHER – RENTAL HOUSES CHAPTER**

(a) Policy: Tenants receiving Social Assistance must pay full rent to the Housing Department.

## (i) Procedure

(1) If the Housing Department does not receive full rent, the Housing Department and Social Assistance Departments will investigate whether the shelter component of the Tenant's Social Assistance is not adequate to cover the cost of rent.

(2) If the rent cannot be collected regularly, the Tenant may be required to either move to a less expensive unit or bring in a paying roommate.

- (b) Policy: The Social Assistance Department must disclose any information about Tenants receiving Social Assistance necessary for the Housing Department to make decisions.
  - (i) Procedure
    - (1) Tenants receiving Social Assistance will be required to sign an agreement stating that the Housing Manager can access their financial information for housing purposes.
- (c) Policy: The Social Assistance Department will pay shelter first, and fuel charges second.
  - (i) Procedure
    - (1) Rent payments will be set and paid first from the shelter allowance.
    - (2) Fuel costs will be covered after the rent has been paid.
    - (3) If there isn't enough shelter left to pay the fuel, the Tenant will be required to move or bring in a paying roommate.
- (d) Policy: Rental homes or homes insured by the Band with businesses.
  - (1) The operator of the business must acquire a business licence. The business licence must be available for inspection by the Housing Department.
- (e) Policy: Tenants may not bury their family members in the yard around a Band rental house.
- (f) Policy: Building permits must be taken out in order to build a house or set up a mobile home.
- (g) Policy: Mobile homes must follow standard codes for their installation.
- (h) Policy: The Band will order the home-owner to demolish an abandoned privately owned home.
- (i) Forms
  - (i) Rent-to-own Agreement
    - (1) This isn't a policy, but an amendment to the Residential Tenancy Agreement that states the conditions of the home being a Rent-to-Own and that the current Tenant has the right—only after the mortgage has been paid—to own the

house. There is a Rent-to-Own form already—it needs to be checked to see if there is more needed on it.

- (2) The form will need to state that the agreement is only with the current and original Tenant—should that Tenant move out, the agreement is void and does not follow the house.