

ASHCROFT INDIAN BAND

HOUSING POLICY

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ASHCROFT INDIAN BAND

HOUSING POLICY

1.0 Purposes of Policy

The purposes of this policy are:

- (a) to assist Ashcroft Indian Band (“**Band**”) members (the “**Members**”) in obtaining shelter that meets the construction standards of the Band;
- (b) educating tenants about the importance of paying rent and maintaining their rental housing units (“**Rental Units**”);
- (c) to enhance the fairness, accountability and transparency of decision making related to Band owned on-reserve housing; and
- (d) to comply with the relevant federal legislation, being the *Family Homes Act* as described below in section 1.2.

1.1 Band Housing Vision and Goals

Getting the Band housing program to pay for itself is the first step in implementing the housing vision and goals listed below. Freeing up the current housing subsidy will also allow the Band to provide additional housing as needed and other valuable programs and resources to the community.

1.1.1 HOUSING VISION

The Band vision for housing is to create a safe, secure and healthy community where young people, families and elders alike can live good lives and where the Members can all share in the benefits of a strong, stable and independent economic foundation that will last long into the future. The Band is building a community where all Members are welcome, where the elders can live, and where young people can find work and raise families. The Band is working towards a safe and comfortable place to live which people can proudly call home.

Safe, affordable and quality homes for the Members are the first step in achieving that vision.

1.1.2 HOUSING GOALS

The goals of the Band are to:

- (a) Seek funding to bring all homes on-reserve up to a standard that is safe, healthy, comfortable and secure for Members;
- (b) Provide a range of options to accommodate various housing needs and desires of the Members (for example, social housing, elders housing and rental housing);
- (c) Provide access for the Members to affordable on reserve housing;
- (d) Ensure that landlord and tenant legal rights, as between the Band and its Band Member tenants, are clearly stated and understood;
- (e) Empower Members to take pride in maintaining their homes;
- (f) Promote energy efficiency in new homes to reduce the impact on the environment and reduce utility costs for Members;
- (g) Extend the useful life of the Rental Units;
- (h) Ensure rent collection for all Rental Units;
- (i) Reduce historic rental arrears; and
- (j) Reduce the maintenance costs by providing maintenance training programs to Members and requiring a training course be completed before the move-in date for new tenants.

1.2 The *Family Homes Act*

The *Family Homes on Reserves and Matrimonial Interests or Rights Act* of Canada (the "**Family Homes Act**") is federal legislation governing:

- (a) the rules and procedures that apply to spouses during their relationship, when their relationship breaks down, or on the death of one of them, regarding the use, occupation and possession of family homes on the reserve lands of the Band;
- (b) emergency protection orders between spouses;
- (c) exclusive occupation orders between spouses; and
- (d) the division of value of any interests or rights held by spouses in or to structures and lands on those reserves.

This policy is intended to complement the *Family Homes Act*, but only with respect to the responsibilities of the Band under paragraph (a) above. Paragraphs (b), (c) and (d) are not addressed by this policy.

In the event of any conflict, that Act takes priority over this policy.

1.3 Other Band Policies

This policy is to be read together with any Band policies dealing with:

- (a) fiduciary duties of Chief and Council, the Band Manager and the Housing Manager;
- (b) conflicts of interest; and
- (c) the standard of care of the members of Chief and Council, the Band Manager and the Housing Manager.

2.0 Definitions

The definitions set out in this part apply to all provisions of this policy:

Additional Rent means all sums due by the Tenant to the Band as landlord, and designated as “additional rent” under either the Rental Agreement or the Housing Policy.

Applicant means the person(s) applying for housing to the Housing Department.

Application for Housing means the application in the form of Appendix A to this policy to be completed by a person who wishes to rent a Rental Unit from the Band, for housing.

Arrears Includes Rent, Additional Rent and all other housing related payments that are owed to the Band, and accrued since the Tenant was granted possession of the Rental Unit.

Arrears Agreement means an agreement between a Tenant and the Band in the form of Appendix E to this policy, that stipulates the amount and due dates for Arrears payments.

Authorized Occupant means a person who is authorized to reside in a Rental Unit under the terms of a Rental Agreement, and includes the Tenant and the Minor Occupants.

Band means the Ashcroft Indian Band.

Band Manager means the person appointed by Chief and Council to manage Band operations.

Band Office means the administration office of the Band, located at 414 Cornwall Road, Ashcroft Indian Reserve No. 4, PO Box 440, Ashcroft, BC V0K 1A0.

BCR means a Chief and Council resolution consented to by a majority of the members of the council present at a meeting of the council duly convened, and which is in written form and signed by all members of council voting in favour.

Building Standards means:

- (a) the British Columbia Building Code; and
- (b) all building standards and requirements of ISC and the Band;

as any of these are amended or replaced from time to time.

Certificate of Possession or **CP** means a certificate of possession or location ticket issued to a Member under section 20(2) or per section 20(3), respectively of the *Indian Act*, by ISC, as evidence of lawful possession by that Member, of reserve lands of the Band.

Chief and Council means the duly elected chief and councillors exercising governance authority for the Band.

child means a person of less than 19 years of age.

CMHC means Canada Mortgage and Housing Corporation.

common-law partner in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

Condition Inspection Report means a report on the condition of a Rental Unit, in the form of Appendix C to this policy.

contaminant means:

- (a) a substance regulated under any federal, provincial or Band laws that, in whole or in part, regulate waste, pollution or contaminants, protect the environment, or relate to the health or safety of humans; and
- (b) any biological organism, including, fungi, mold, and spores, or other irritant in sufficient concentration to negatively affect human health.

Default means a failure by a Tenant to pay Rent or to otherwise comply with the Rental Agreement, which entitles the Band to exercise its remedies as landlord under the Rental Agreement, to and including eviction of the Tenant.

Disposal Notice means the notice from the Band to a former Tenant in the form of Appendix I to this policy, advising as to the process for disposal of personal possessions of the Tenant left in the Rental Unit.

Elder means a Member 60 years of age or more.

Elder Unit means an apartment, townhome or house, owned by the Band that is designated for rental to Members and others, 60 years of age or more, who can demonstrate that they can live independently and without assistance.

Elder Unit Waiting List means the list of active Applications for Housing for Elder Units on file with the Housing Department.

emergency means any unforeseen circumstance which calls for immediate action.

Eviction Notice means:

- (a) the notice in the form of Appendix H to this policy, from the Band as Landlord to the Tenant of a Rental Unit, terminating the Rental Agreement for cause, and requiring the Tenant to vacate the Rental Unit;
- (b) the written notice from the Band to any person in possession of a Rental Unit without having signed a Rental Agreement with the Band for that unit, terminating the possession of the Rental Unit by that person, for cause, pursuant to subsection 4.1.13(b) of this policy; or
- (c) the written notice from the Band to any Non-Member who is not eligible to be in possession of a Rental Unit, terminating the possession of the Rental Unit by that Non-Member for cause, pursuant to subsection 4.8.2(c) of this policy.

Family Homes Act means the *Family Homes on Reserves and Matrimonial Interests or Rights Act* of Canada and any regulations made pursuant to it, all as amended or replaced from time to time.

General Band Membership means all persons whose names appear on the membership list maintained by the Band, or who are entitled to have their names appear on that list, and who are 18 years of age or older.

Homeowner means a Member holding a Certificate of Possession for a parcel within the reserve lands of the Band, upon which has been constructed a Privately Owned Home.

Household Composition means the number of people in a household, their ages, genders and relationships and is required information in the Application for Housing, for the purpose of ensuring that housing allocations are suitable according to the National Occupancy Standard.

Housing Department means the Housing Manager and the other Band staff who are together responsible for administering this policy, and the housing programs and services of the Band.

Housing Manager means the Band employee, acting under the direction of the Band Manager, responsible for administering on a day to day basis, the housing programs and services of the Band.

Housing Policy means this Ashcroft Indian Band Housing Policy, as amended or replaced from time to time.

Immediate Family means a person's spouse, parents, sibling and children.

Income shall mean the income of a person for a calendar year as determined under the *Income Tax Act* of Canada, but without regard to any exemption from taxation on the income of that person, arising by reason of that person's status as an "Indian", under the *Indian Act* of Canada.

Income Tax Act means the *Income Tax Act* of Canada and any regulations and rules made pursuant to it, all as amended or replaced from time to time.

Indian Act means the *Indian Act* of Canada and any regulations made pursuant to it, all as amended or replaced from time to time.

ISC means the Department of Indigenous Services Canada of the federal government, formerly Aboriginal Affairs and Northern Development Canada, and formerly Indian and Northern Affairs Canada.

ISC Policy means the shelter allowance policy of ISC as set out in Volume 1, "Income Assistance Program", of the *Social Development Policy and Procedures Manual BC Region*, published by ISC, all as amended or replaced from time to time.

marital breakdown means the end of the spousal or common-law relationship, so that there is no longer cohabitation between those individuals in a conjugal relationship.

Member means a person whose name appears on the Band membership list, or who is entitled to have his or her name appear on that list.

Minor Occupant means a person under the age of 19 who is authorized to reside in a Rental Unit, under the terms of a Rental Agreement, but who is not the Tenant.

National Occupancy Standard is the standard published by CMHC determining the number of bedrooms required for suitable housing, given the Household Composition. Enough bedrooms based on this standard means one bedroom for:

- (a) each cohabiting adult couple;
- (b) each lone parent;
- (c) each unattached household member 18 years of age and over;
- (d) each same-sex pair of children under age 18; and
- (e) each additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

Non-Member means a person who is not a Member of the Band.

Privately Owned Home means a house or other residential property on a parcel of reserve lands of the Band, to which parcel an individual Band Member has a Certificate of Possession.

Proof of Income means documentation used to verify the annual income of a person or household and can include T-4's, notices of assessment from Canada Revenue Agency, income tax returns, pays stubs, or other documentation required by the Housing Department.

Rent means an amount of money paid, or required to be paid, as rent or additional rent, by a Tenant to the Band for the right to occupy a Rental Unit.

Rental Agreement means an agreement in writing between the Band as Landlord, and a Tenant, in the form of Appendix B to this policy, which gives the Tenant the right to occupy a Rental Unit in exchange for the payment of Rent to the Band.

Rental Unit means a residential dwelling unit for one household, which the Band has available for rent, and:

- (a) includes all Elder Units; and
- (b) in the case of a single family home or duplex, includes the parcel of land on which the residential dwelling unit is situated.

Rental Unit Waiting List means the list of active Applications for Housing for Rental Units other than Elder Units, on file with the Housing Department.

RRAP means the Residential Rehabilitation Assistance Program of the Province of BC.

Shelter Allowance means the shelter component of the social assistance payment to a Band Member, by the Band, as specified in the "Rate Table for Income Assistance", in Chapter 4, Eligibility, of the ISC Policy.

Social Assistance (SA) Recipient means a Band Member who receives social assistance from the Band.

Spouse means a person who:

- (a) is married to another person; or
- (b) is the common-law partner of another person;

and includes persons of the same gender.

Tenant means a person who has entered into a Rental Agreement with the Band regarding the possession of a Rental Unit.

Waiting List means the list of active Applications for Housing on file with the Housing Department, and includes both the Rental Unit and Elder Unit Waiting Lists.

3.0 Roles and Responsibilities

The Housing Department, acting under the direction of the Housing Manager:

- (a) administers this Housing Policy, and the housing programs and services of the Band;
- (b) handles all matters involving Rental Units of the Band; and
- (c) administers all external funding related to on-reserve housing, including RRAP funding.

When the Housing Manager is not present, the Band Manager assumes those responsibilities.

3.1 Housing Manager Roles and Responsibilities

The roles and responsibilities of the Housing Manager under this policy include, but are not limited to the following:

- (a) Managing the housing programs and services of the Band on a day to day basis in accordance with this policy.
- (b) Managing all Rental Units of the Band.
- (c) Enforcing compliance by Tenants with this policy, to and including eviction for Tenant Defaults.
- (d) Preparing and presenting reports, recommendations for new housing, housing renovations, repairs and replacements, and annual budgets to the Band Manager and Chief and Council.
- (e) Keeping the Rental Unit and Elder Unit Waiting Lists updated.
- (f) Advising the Band Manager and Chief and Council on implications for housing related policy changes, available workshops, training, funding, and relevant correspondence.
- (g) Teaching the new renter training program, including Rental Unit maintenance, or social housing program training, to all Tenants prior to their going into possession of a Rental Unit.

- (h) Completing inspections on all Rental Units:
 - (i) Before, during and after any maintenance, repairs or replacements;
 - (ii) Prior to any Tenant going into occupation of a Rental Unit, to confirm the pre-occupancy condition of the unit;
 - (iii) After any Tenant vacates possession of a Rental Unit, to confirm the post-occupancy condition of the unit, including any maintenance, repairs or replacements required; and
 - (iv) As required, on 48 hours written notice to the Tenant, except that in the case of either an emergency, or absence by the Tenant from the Rental Unit for 30 or more consecutive days, the entry may be made immediately, using such force as may be necessary, and without notice to the Tenant.
- (i) Overseeing construction of new Rental Units, and maintenance, repairs or replacements to existing Rental Units.
- (j) Reviewing Applications for Housing for accuracy and completeness.
- (k) Making recommendations to Chief and Council on:
 - (i) allocations of Rental Units to potential tenants;
 - (ii) allocating RRAP funding to Rental Units; and
 - (iii) evictions.
- (l) Ensuring that the Housing Department is receiving the monthly Shelter Allowance for all Rental Units occupied by Social Assistance Recipients.
- (m) Ensuring that the monthly Rent and Arrears payments are made on time by Tenants, and otherwise enforcing the Rental Agreements and Arrears Agreements.
- (n) Ensuring that Housing Department records are consistent with reports from the Finance Department of the Band, regarding Rent, Arrears, and any other debts owing by Tenants to the Band.
- (o) Updating Chief and Council on Arrears and other Tenant Defaults.
- (p) Maintaining and keeping current all Housing Department files.

- (q) Administering this policy in a fair and transparent manner.
- (r) Communicating and explaining this policy to the Members.

3.2 Band Manager Roles and Responsibilities

The roles and responsibilities of the Band Manager under this policy include, but are not limited to the following:

- (a) Supervising the Housing Manager.
- (b) Setting the Rents on the Rental Units.
- (c) Keeping Chief and Council informed about the operations of the Housing Department, while preventing any political interference by Chief and Council with those operations.
- (d) Advising the Housing Manager of any questions or concerns of Chief and Council in relation to the operations of the Housing Department, while preventing any interference by the Housing Department in the policy decisions of Chief and Council.
- (e) Identifying possible funding and financing sources for Band housing projects, and acquiring such funding and financing.

3.3 Chief and Council Roles and Responsibilities

The roles and responsibilities of Chief and Council under this policy, include, but are not limited to the following:

- (a) Supervising the Band Manager in the administration of this policy.
- (b) Considering amendments to this policy.
- (c) Allocating Rental Units to potential tenants.
- (d) Allocating RRAP funding to Rental Units.

- (e) Evictions.
- (f) Decisions regarding new housing, and maintenance, repairs or replacements to existing Rental Units.
- (g) Approving annual budgets for the Housing Department.
- (h) Hearing and deciding appeals in accordance with section 9.2 of this policy.

3.4 Tenant Roles and Responsibilities

The Tenant's roles and responsibilities are set out in the Rental Agreement and this policy, and include:

- (a) Completing and signing the Rental Agreement.
- (b) Reading this policy, including subsection 4.6.1 Tenant Repair Responsibilities, and subsection 4.6.2 Band Repair Responsibilities.
- (c) Paying the Rent on time, each month.
- (d) Providing the Housing Manager with details of any changes in the Household Composition, the household income and its sources from that stated in the Application for Housing.
- (e) Performing a walk through inspection with the Housing Manager, of the Rental Unit prior to taking possession, following which both will sign the Condition Inspection Report to confirm the condition of the Rental Unit.
- (f) Completing the new renter training program, including Rental Unit maintenance, or social housing program training, prior to taking possession, or as soon thereafter as possible, depending on the availability of the workshop.
- (g) Complying with all the terms of the Rental Agreement and this policy.
- (h) If the Tenant is in arrears, entering into an Arrears Agreement with the Band, and making payments under that agreement on time, each month.

- (i) Ensuring that utilities are billed to the Tenant and not the Band.
- (j) Paying for electricity, telephone, and other utilities.
- (k) Maintaining the dwelling and the property in good, clean and sanitary condition and keeping both free of garbage, weeds, animal waste, junk including non-operative vehicles or appliances, parts and debris.
- (l) Immediately reporting to the Housing Department any accident, break or defect in the water, heating or electrical systems, or in any part of the dwelling or property that requires repair.
- (m) Performing general upkeep, including minor maintenance, repairs and replacements, such as light bulb replacements, switch cover replacements, and door knob repairs.
- (n) Preventing damage from occurring to the dwelling or property.
- (o) Paying for the cost of repairing any damage to the dwelling or property, caused by the negligent or intentional acts or omissions of occupants, guests and any other persons at the Rental Unit.
- (p) Notifying the Housing Department prior to building a fence or digging in the yard to ensure that no underground utility lines are disturbed.
- (q) Notifying the Housing Department in advance when planning to be absent from the Rental Unit for 30 days or more.
- (r) Respecting the rights and privacy of neighbours.
- (s) Not making any alterations, additions or improvements to the Rental Unit.
- (t) Not assigning or subletting the Rental Unit.
- (u) Not selling, transferring or otherwise disposing of any appliances owned by the Band in the Rental Unit.

- (v) Not using the Rental Unit for any purpose other than a residential dwelling for the Tenant and Minor Occupants.
- (w) Not allowing guests to stay at the Rental Unit for more than 21 consecutive days.
- (x) When the Tenant wishes to move out, giving the Housing Manager written notice on the last day of a calendar month that the Tenant will be vacating the Rental Unit on the last day of the next calendar month.
- (y) Performing a walk through inspection with the Housing Manager, of the Rental Unit prior to moving out, following which both will sign the Condition Inspection Report to confirm the condition of the Rental Unit.

This list is non-exhaustive, and a summary only. In the event of any conflict, the provisions of the Rental Agreement and the other provisions of this policy, will prevail over this list.

3.5 Homeowner Roles and Responsibilities

Members who are Homeowners are solely responsible for maintenance, repairs or replacements of their homes. The Band has no responsibility for the maintenance, repair or replacement of Privately Owned Homes, even if these homes are:

- (a) rented out to a Member; or
- (b) rented out to a Social Assistance Recipient for whom the Band is paying Shelter Allowance.

4.0 Application of Policy: Band Owned Rental Housing

4.0.1 TYPES OF RENTAL HOUSING

The types of rental housing on reserve lands of the Band are:

- (a) Band owned Rental Units: The amount of Rent is determined annually by the Band. The exception is where the rental by the Band is to a Social Assistance Recipient. Then the Rent paid to the Band is the Shelter Allowance as determined annually in accordance with ISC policy.
- (b) Rentals of Privately Owned Homes: A home owned by an individual Band Member may be rented out on terms that person sees fit. This policy does not apply to any such homes or their rental.

4.0.2 CHIEF AND COUNCIL AND BAND STAFF

This policy applies to all members of Chief and Council and to Band staff persons who are in possession of Rental Units. All such persons must do both of the following within 90 days immediately following the date on which this policy comes into force:

- (a) enter a Rental Agreement with the Band as specified in subparagraph 4.13(a)(ii) of this policy; and
- (b) enter into an Arrears Agreement with the Band, to bring all Arrears into good standing.

4.0.3 SERVICES FOR AUTHORIZED OCCUPANTS

Only persons who are Authorized Occupants of Rental Units, as shown on duly signed Rental Agreements, are eligible to receive Christmas hampers or other housing programs and services identified under this policy.

4.1 Obtaining Housing

4.1.1 ELIGIBILITY

The Application for Housing must be submitted to the Housing Department by all persons eligible under this policy to rent Rental Units from the Band.

Only Band Members are eligible to rent Rental Units from the Band. The exceptions are:

- (a) for the Elder Units, as set out in subsection 4.1.2 of this policy;
- (b) on the death of a Tenant, as set out in section 4.3 of this policy; and
- (c) on marital breakdown, as set out in section 4.4 of this policy.

Section 13 of the *Family Homes Act* provides that each Non-Member spouse or common-law partner, of a Band Member who is a Tenant, may also be a Tenant and occupy a Rental Unit as the family home, during the conjugal relationship.

Section 14 of the *Family Homes Act* confirms that when a Band Member dies, his or her Spouse, who survives and who does not hold an interest in the Rental Unit as the family home, may occupy that Rental Unit for a period of 180 days after the date of death, whether or not the Spouse is a Band Member.

The *Indian Act* in section 18.1 provides that a Band Member who resides on reserve lands of the Band may reside there with his dependent children or any children of whom the Member has custody. Such children do not have to be Band Members.

Applicants must also:

- (i) be in good financial standing with the Band, having paid all Arrears or other outstanding debt owed to the Band;

- (ii) provide Proof of Income which demonstrates the financial capacity to pay the Rent every month;
- (iii) not have been subject to an eviction process for a Band administered home within the five years immediately preceding the date of his or her Application for Housing;
- (iv) establish to the satisfaction of the Band that any other eviction process for a Band administered home, occurring more than five years immediately preceding the date of his or her Application for Housing, is no longer relevant to his or her current commitment to carry out all the terms and conditions of any Rental Agreement, if offered by the Band;
- (v) establish to the satisfaction of the Band that any previous destruction of any part of a Band administered home due to the failure by him or her to perform maintenance, repairs or replacements required of a tenant, is no longer relevant to his or her current commitment to carry out all the terms and conditions of any Rental Agreement, if offered by the Band; and
- (vi) not have a history of violence, destruction of property, theft, drug or substance abuse, child abuse or threatening behaviour, as evidenced by:
 - (A) a criminal records check; or
 - (B) the records at the Band Office.

If there are extenuating circumstances relevant to subparagraphs (i), (ii), (iii), (iv) or (v) above, these should be set out in writing and attached to the Application for Housing. Extenuating circumstances include but are not limited to:

- (I) health or safety issues affecting the Applicant or any dependents;

- (II) overcrowding under the National Occupancy Standard;
- (III) accessibility problems, due to handicaps or disabilities;
- (IV) family violence;
- (V) child welfare;
- (VI) a child who has withdrawn from parental control;
- (VII) marital breakdown;
- (VIII) change in marital status; or
- (IX) fire to home.

4.1.2 ELDER UNITS

The Band will rent the Elder Units to Non-Members, if there are not enough Elders within the Band requiring such accommodation. In such case, an Elder Unit will be rented by the Band to a Non-Member, 60 years of age or more, who:

- (a) can demonstrate that he or she can live independently and without assistance; and
- (b) has submitted an Application for Housing to the Band, requesting an Elder Unit.

The *Indian Act* in section 28(1) prevents the Band from granting any Rental Agreements for land on reserve to Non-Members. Only the Minister of Indigenous Services Canada may make such an agreement on behalf of the Band.

Any Rental Agreement made by the Band with a Non-Member for an Elder Unit will be deemed to contain the following paragraph 19(i) to be inserted immediately after paragraph 19(h) at the very end of the Rental Agreement. Paragraph 19(i) states that any such Non-Member is entitled to apply directly to ISC for an agreement authorizing his or her use of the Elder Unit:

19. **Interpretation**

...

(i) If:

(i) the Rental Unit is an “**Elder Unit**”, meaning an apartment, townhome or house, owned by the Band that is designated for rental to Members and others, 60 years of age or more, who can demonstrate that they can live independently and without assistance; and

(ii) the Tenant is a “**Non-Member**”, meaning a person who is not a member of the Ashcroft Indian Band;

then:

(iii) the Tenant is aware the s. 28 of the *Indian Act* of Canada permits the Minister of Indigenous Services Canada (“**ISC**”) and no other person to enter into leases on behalf of the Band of its reserve lands, including Elder Units, to persons who are not Band members; and

(iv) the Rental Agreement for the Elder Unit is made to document the agreement between the Tenant and the Ashcroft Indian Band as to its terms, and so that the Tenant may approach ISC for an agreement with the Minister authorizing the possession, use and occupation by the Tenant, as a Non-Member, of the Elder Unit.

4.1.3 MINIMUM AGE

Only persons 19 years of age or more, may submit an Application for Housing to the Band. 19 is the minimum age to sign a legally binding contract in British Columbia.

Only persons 60 years of age or more, may submit an Application for Housing for an Elder Unit.

4.1.4 DEADLINE FOR HOUSING APPLICATIONS

The deadline for receipt by the Band of Applications for Housing is the March 31st fiscal year end of the Band, for consideration for an allocation of a Rental Unit in the following fiscal year. All applications are ranked against each other under subsection 4.1.7 in order to prioritize Applicants.

4.1.5 APPLICANT WITH SPECIAL NEEDS

The Housing Manager may, with the signed authorization from a Band Member having special needs, complete an Application for Housing on behalf of that Member.

4.1.6 RELEVANT DOCUMENTS AND INFORMATION

The Application for Housing sets out the documents and information relevant to the application process.

4.1.7 RANKING THE APPLICATIONS

Applications for Housing will be ranked by the Housing Manager, taking into consideration all relevant factors, including:

- (a) Whether the eligibility requirements set out under subsection 4.1.1 are met, considering any extenuating circumstances set out in the Application for Housing;
- (b) Any emergencies, health or safety problems likely to be created for the household by its current living conditions;
- (c) The health, safety and well being of children, pregnant women, Elders, dependants and any disabled persons in that household;
- (d) The number of children in a household, including specifically the number who are not yet of school age;
- (e) References;
- (f) Household income and its sources;
- (g) Stability of employment;

- (h) Completion of any associated housing programs, such as the new renter training program, including Rental Unit maintenance, or social housing program training;
- (i) Number of times a person has applied for housing; and
- (j) Date of the current Application for Housing.

The Band reserves the right in its absolute discretion, not to rent to any Applicant.

4.1.8 UPDATING THE APPLICATION

An Application for Housing submitted to the Band shall remain effective unless it is withdrawn by the Applicant. The Housing Manager may ask the Applicant to update the information in the application, from time to time. If the Applicant fails to do so within 30 days after a written request from the Housing Manager, the application shall be deemed incomplete and ineligible.

4.1.9 RENTAL COSTS

The Band will set the Rent for the Rental Units on a unit by unit basis, to make sure that for the pool of Rental Units:

- (a) there is a reasonable return on the capital invested, that operating costs are covered, and that there is a reserve fund for replacement of major items, such as furnaces, hot water heaters, appliances, roofs, siding and septic tanks; and
- (b) the Rents are affordable to the Tenants.

Rents shall be in the absolute discretion of the Band. The exception is where the Rent is being paid by the Band for a Social Assistance Recipient, in which case the Rent shall be set under ISC Policy.

4.1.10 UNIT ALLOCATION

The Housing Manager will match the available Rental Units to the needs of each Applicant, according to the National Occupancy Standard. Large households will be placed in larger Rental Units with more bedrooms, and smaller households will be placed in smaller Rental Units having fewer bedrooms.

Existing Rental Units will be allocated before Rental Units which are new or under construction.

The annual rankings of the Applications for Housing, by the Housing Manager, will be provided to Chief and Council, who will make the final housing allocations in each fiscal year of the Band.

Chief and Council maintain absolute discretion in making the allocations, after considering the rankings by the Housing Manager of the Applicants.

4.1.11 INSPECTING A RENTAL UNIT BEFORE ALLOCATION

Applicants will be given the opportunity in the presence of the Housing Manager to personally inspect a Rental Unit, and to either accept or refuse, in writing that unit, prior to being finally allocated that unit by Chief and Council.

An Applicant may make one refusal of a Rental Unit, without losing his or her priority ranking under subsection 4.1.7 to a Rental Unit. After a second refusal, the Applicant goes to the bottom of that Waiting List.

4.1.12 PRIOR TO POSSESSION

Prior to being allowed possession of a Rental Unit, the successful Applicant will:

- (a) review all aspects of this policy with the Housing Manager;

- (b) review all aspects of the Rental Agreement with the Housing Manager;
- (c) provide the Housing Manager with details of any changes in the Household Composition, the household income and its sources from that stated in the Application for Housing;
- (d) perform a walk through inspection with the Housing Manager of the Rental Unit, following which both will sign the Condition Inspection Report to confirm the condition of the Rental Unit;
- (e) complete the new renter training program, including Rental Unit maintenance, or social housing program training;
- (f) pay the first month's Rent in advance;
- (g) be given the opportunity, if receiving Band payroll, honoraria or independent contractor cheques, to consent in writing to having the Rent deducted by the Band from his or her cheque each month, and forwarded to the Housing Department;
- (h) be given the opportunity, if a Social Assistance Recipient, to direct that the Shelter Allowance be forwarded by the Band directly to the Housing Department each month, on account of the Rent due; and
- (i) complete and sign the Rental Agreement.

4.1.13 UNSIGNED RENTAL AGREEMENTS

- (a) Any person who has possession of a Rental Unit, and who has not signed a Rental Agreement with the Band for that Rental Unit, shall:
 - (i) be subject to all the terms and conditions of this policy as if that person was a Tenant pursuant to a signed Rental Agreement; and

(ii) be required to enter into a Rental Agreement with the Band within 90 days immediately following the date on which this policy comes into effect, failing which that person shall be given 30 days written notice of Default by the Band.

(b) If such Default referred to in subparagraph (a)(ii), is not rectified by that person within 30 days of the date upon which written notice of such Default is given by the Band to that person, the Band may, by written notice to that person, terminate the possession of the Rental Unit for cause, and issue an Eviction Notice, and that person's possession shall absolutely cease, without re-entry or any other act or legal proceedings. The Band or its duly authorized representative may re-enter the Rental Unit or any part, and thereafter possess, use and occupy the Rental Unit as if that person had never been in possession.

4.1.14 *LEGAL EFFECT OF HOUSING POLICY*

This Housing Policy as amended or replaced by the Band from time to time, applies to and forms part of the Rental Agreement. If there is any inconsistency between the Rental Agreement and the Housing Policy, the Rental Agreement shall prevail.

4.1.15 *ACCESS*

All Rental Units shall be directly accessible by vehicle either from a public road or Band road.

4.1.16 *GST*

GST is not payable by Tenants who are Band Members, on Rent, Additional Rent or Arrears owed to the Band. Non-Member Tenants do pay GST to the Band on these items.

4.2 Non-Members

The circumstances in which Non-Members, who as the Spouses or children of Band Members, can have possession of Rental Units, are set out in subsection 4.1.1 Eligibility of this policy.

In sections 4.3 Death of a Tenant and 4.4 Marital Breakdown, this policy addresses the responsibilities of the Band on death of a Tenant, and on marital breakdown involving a Tenant.

4.3 Death of a Tenant

Death ends the right of a Tenant to possession of a Rental Unit. On the death of the Tenant, his or her interest in the Rental Unit does not pass by his or her will or estate to anyone else.

The Band must consider the interests of the surviving Tenants, Spouses or children, and the position of the parent having primary care of those children.

The estate of a deceased Tenant shall be responsible for any unpaid Rent or Arrears, including Rent for the month in which the deceased passed away.

4.3.1 DEATH OF A BAND MEMBER TENANT

On the death of a Tenant who is a Band Member, the Band shall proceed as follows:

- (a) Where there is a Spouse who is a Band Member, and a Tenant on the Rental Agreement, and who survives the deceased Tenant, the Rental Agreement shall continue in the name of the Spouse, and a new Rental Agreement is not required.
- (b) Where there is a Spouse who is a Band Member, but is not a Tenant on the Rental Agreement, and who survives the deceased Tenant, then a new Rental Agreement will be entered into by the Band and the surviving Spouse.
- (c) Where there is a Spouse who is not a Band Member, who survives the deceased Tenant, then regardless whether that Spouse is also a Tenant on the Rental Agreement:
 - (i) if there are children of the relationship who are Band Members, then:
 - (A) the Non-Member Spouse will retain possession of the Rental Unit with those children until the youngest child is no longer a minor, so long as during that time the Non-Member Spouse has primary care of the

children, one or more of the children continue to live in the Rental Unit, and a new Rental Agreement is entered into by the Band and that Non-Member Spouse; and

- (B) once the youngest child has reached the age of 19, a new Rental Agreement will be entered into by the Band with the children, and the Non-Member Spouse may continue to occupy the Rental Unit at the will of the children; and otherwise
- (ii) that Non-Member Spouse may retain possession of the Rental Unit as the family home only for a period of 180 days after the date of death.
- (d) Where there is no Spouse of the deceased Tenant, then a new Rental Agreement for that Rental Unit will be offered by the Band in priority to the following persons:
 - (i) any Band Member who though not a Spouse, was also a Tenant of that Rental Unit at the time of passing of the deceased; and
 - (ii) the legal guardian of any Band Member children of the deceased.

4.3.2 DEATH OF A NON-MEMBER TENANT

On the death of a Tenant who is a Non-Member, the Band shall proceed as follows:

- (a) Where there is a Spouse who is a Band Member, and a Tenant on the Rental Agreement, and who survives the deceased Tenant, the Rental Agreement shall continue in the name of the Spouse, and a new Rental Agreement is not required.
- (b) Where there is a Spouse who is a Band Member, but is not a Tenant on the Rental Agreement, and who survives the deceased Tenant, then a new Rental Agreement will be entered into by the Band and the surviving Spouse.
- (c) Where there is no Spouse of the deceased Tenant, then a new Rental Agreement for that Rental Unit will be offered by the Band in priority to the following persons:
 - (i) any Band Member who though not a Spouse, was also a Tenant of that Rental Unit at the time of passing of the deceased; and
 - (ii) the legal guardian of any Band Member children of the deceased.

4.3.3 VACATING THE RENTAL UNIT ON DEATH OF THE TENANT

Where following the death of a Tenant, there is no person having a right under either subsections 4.3.1 or 4.3.2, to either continue the existing Rental Agreement of the Tenant, or to make a new Rental Agreement with the Band in the place of that of the Tenant, then:

- (a) the Housing Manager will wait two weeks before consulting with the executor under the will of the deceased, or if there is no executor, then with family and friends. The consultation will be about the obligations under the Rental Agreement for vacating the Rental Unit, including removing all personal possessions of the deceased; and
- (b) the executor, family or friends, will have two further weeks to complete the obligations of the deceased for vacating the Rental Unit.

4.3.4 REQUIREMENTS FOR NEW RENTAL AGREEMENTS

Where a new Rental Agreement is to be entered into by the Band and any person under either subsection 4.3.1 or 4.3.2, that person must first comply with the eligibility requirements set out in subsection 4.1.1 of this policy within 30 days of written notice from the Band. If that person does not so comply within that period, the Rental Unit will be offered by the Band to the next person having priority under the above subsections 4.3.1 or 4.3.2.

4.3.5 ALLOCATING THE RENTAL UNIT ON DEATH OF THE TENANT

Where following the death of a Tenant, there is no person having a right under either subsection 4.3.1 or 4.3.2, to either continue the existing Rental Agreement of the Tenant, or to make a new Rental Agreement with the Band in the place of that of the Tenant, then the Rental Unit will be allocated by the Band under subsection 4.1.10 Unit Allocation, of this policy, to another Applicant.

4.4 Marital Breakdown

Marital breakdown affects the rights of Tenants and Spouses to possession of Rental Units. The Band must also consider the best interests of any children of the relationship, and the position of the parent having primary care of those children.

4.4.1 NO CHILDREN

In the case of marital breakdown where there are no children of the relationship, the Band shall proceed as follows:

- (a) Where both parties are Members and the Rental Agreement is in both names, the Band will ask the Tenants to come to a written agreement as to which of the Tenants retains the right to possession of the Rental Unit. If the Tenants are unable to work out an arrangement within thirty (30) days of the marital breakdown, both parties will submit an Application for Housing to the Housing Department and the Housing Manager will rank the applications. That ranking will consider the ability of each party to pay the Rent and utilities and perform the maintenance, repairs and replacements required under the Rental Agreement, and the other factors listed in subsections 4.1.1 and 4.1.7 of this policy. Chief and Council maintain absolute discretion in making the allocation of the Rental Unit, between the Applicants, after considering the rankings by the Housing Manager of the Applicants. The new Tenant must sign a Rental Agreement in his or her sole name with the Band.
- (b) Where both parties are Members but the Rental Agreement is in the name of one Member only, that Rental Agreement will remain in that Member's name and he or she will retain possession of the Rental Unit.
- (c) Where one of the parties is a Non-Member, the Rental Agreement will remain in the name of the Member.

4.4.2 CHILDREN OF THE RELATIONSHIP

In the case of marital breakdown where there are children of the relationship, the Band shall proceed as follows:

- (a) Where both parties are Members and the Rental Agreement is in either or both names:
 - (i) the parent who has primary care of the children will retain possession of the Rental Unit. The new Tenant must sign a Rental Agreement in his or her sole name with the Band, if he or she has not already done so; and

(ii) where primary care of the children is split between the two parties, the Band will ask both parties to come to a written agreement as to which of the parties retains the right to possession of the Rental Unit. If the parties are unable to work out an arrangement within thirty (30) days of the marital breakdown, both parties will submit an Application for Housing to the Housing Department and the Housing Manager will rank the applications. That ranking will consider the best interests of the children, the ability of each party to pay the Rent and utilities and perform the maintenance, repairs and replacements required under the Rental Agreement, and the other factors listed in subsections 4.1.1 and 4.1.7 of this policy. Chief and Council maintain absolute discretion in making the allocation of the Rental Unit, between the Applicants, after considering the rankings by the Housing Manager of the Applicants. The new Tenant must sign a Rental Agreement in his or her sole name with the Band, if he or she has not already done so.

(b) Where one of the parties is a Non-Member, the Rental Agreement will remain in the name of the Member if:

(i) he or she has the primary care of the children; or

(ii) the parent with primary care of the children, and the children are all Non-Members;

and that Member parent will retain possession of the Rental Unit.

(c) Where the parent with primary care of the children is a Non-Member, and the children are Members:

(i) that parent will retain possession of the Rental Unit with those children until the youngest child is no longer a minor, so long as during that time the parent has primary care of the children, one or more of the children continue to live in the Rental Unit, and a new Rental Agreement is entered into by the Band and that Non-Member parent; and

(ii) once the youngest child has reached the age of 19, a new Rental Agreement will be entered into by the Band with the children, and the Non-Member parent may continue to occupy the Rental Unit at the will of the children.

4.4.3 REQUIREMENTS FOR NEW RENTAL AGREEMENTS

Where a new Rental Agreement is to be entered into by the Band and any person under either subsection 4.4.1 or 4.4.2, that person must first comply with the eligibility requirements set out in subsection 4.1.1 of this policy within 30 days of written notice from the Band. If that person does not so comply within that period, any rights to retain possession of a Rental Unit under either subsection 4.4.1 or 4.4.2 are lost.

4.5 Occupying Housing

4.5.1 FIRE OR OTHER DAMAGE

If the Rental Unit or any part thereof shall at any time be burned or damaged by fire, tempest, or other cause so as to make the Rental Unit unfit for occupation by the Tenant, the Rental Agreement shall be terminated.

4.5.2 HOUSE INSPECTIONS

The Housing Department must verify the living conditions in the Rental Unit, confirm that there is no overcrowding under the National Occupancy Standard, and determine what maintenance, repairs and replacements are required. The Housing Manager will inspect each Rental Unit, whenever he or she deems it necessary in his or her absolute discretion.

The right of inspection and the process, is set out in paragraph 9(c) of the Rental Agreement.

4.5.3 COVENANTS BY TENANT-RENTAL UNITS

The Tenant of a Rental Unit, not being an Elder Unit, agrees with the Band as follows:

- (a) **Home Based Business:** Written consent of the Band will be obtained before the Tenant may operate any business from the Rental Unit. Any business which creates a nuisance or disturbs the peace, for neighbours, will not be permitted.

- (b) **Pets:** The Tenant shall have no more than two household pets, which can be either dogs or cats. Other animals such as chickens or horses may only be kept on the grounds, with the prior written consent of the Band.
- (c) **Firewood, Explosives and Firearms:** The Tenant will store:
 - (i) any firewood, burnable material or explosives as required by law, away from the Rental Unit, and as directed in writing by the Band; and
 - (ii) any firearms as required by law.
- (d) **Changing Locks:** The Band may change the locks:
 - (i) as part of an eviction process; or
 - (ii) following a break in, or in any other circumstance where the security of the Authorized Occupants has been compromised, and shall provide the Tenant with a new key.

The Tenant will not change the locks without the Band's prior written consent.
- (e) **Advertising Signs:** The Tenant will not place any advertising or signs of any description at the Rental Unit except with the prior written consent of the Band.
- (f) **Compliance with Laws:** The Tenant shall comply with all federal, provincial, regional, Band or other laws applicable to the Rental Unit, the Tenant, the Minor Occupants and any guests, and shall not allow any breaches by any person at the Rental Unit, of any of these laws.
- (g) **Compliance with Insurance:** The Tenant shall comply with all insurance policies held by the Band for the Rental Unit.
- (h) **Recreational Vehicles:** No motorhome, camper, trailer or recreational vehicle shall be occupied at the Rental Unit, without the prior written consent of the Band.
- (i) **Repairs:** The Tenant shall make all requests for repairs to the Rental Unit, which are the Band's responsibility, to the Band Office.

4.5.4 COVENANTS BY TENANT-ELDER UNITS

The Tenant of an Elder Unit agrees with the Band as follows:

- (a) he or she will not smoke or use an e-cigarette inside the Elder Unit, or outside the Elder Unit except at least six meters away from any doorway, window or air intake;
- (b) he or she is not allowed any pets;
- (c) he or she is aware that because these are one bedroom units, there may only be either one Tenant, or two Tenants who are Spouses, and no other Authorized Occupants; and
- (d) guests are only permitted to stay overnight with the prior written consent of the Band.

4.6 Maintenance and Repairs

4.6.1 TENANT REPAIR RESPONSIBILITIES

The Tenant shall at his or her expense keep the Rental Unit and all parts thereof in good and substantial repair, reasonable wear and tear excepted.

The Tenant is responsible for maintenance, repair or replacement costs due to the negligent or intentional acts or omissions of any occupants, guests or any other persons at the Rental Unit.

The following are examples of the maintenance, repair and replacement obligations of the Tenant:

- (a) **Exterior and Grounds**
 - (i) Damage to window and door screens, repaired or replaced.
 - (ii) Damage to, and holes in lawns such as those caused by pets or children, repaired.
 - (iii) Damage to fencing and garbage stands, repaired or replaced.
 - (iv) Damage to light fixtures, repaired or replaced.
 - (v) Damage to landings and stairs, repaired or replaced.
 - (vi) All solid waste must be stored in containers designed for that purpose, not stored on the grounds or on the balcony or any other location visible either to neighbours or from the street.

- (vii) Equipment, appliances, and vehicles, whether running or not, parts for any of these, building materials or debris are not to be stored on the grounds.
- (viii) Lawns must be mowed, watered, raked, have weeds removed, be free of animal waste, and otherwise be maintained on a weekly basis.
- (ix) Preserve and maintain all trees, shrubs and hedges.
- (x) Maintain the external appearance of the Rental Unit and surrounding yard in a clean, tidy and sanitary state.
- (xi) Remove ice and snow from external stairs, walkways and the driveway.
- (xii) Not expose the Rental Unit, the grounds or the septic system to any contaminant, and if such exposure occurs to promptly advise the Housing Manager.

(b) Interior of Building

- (i) The Tenant will remove solid waste from inside the Rental Unit and from the grounds, for pickup weekly.
- (ii) Carpeting that is soiled or torn, repaired or replaced.
- (iii) Cracked or chipped tile, or tile which is lifting, repaired or replaced.
- (iv) Damage to drywall or doors, repaired or replaced.
- (v) Gouges in walls from furniture, repaired.
- (vi) Water damage to ceilings, repaired.
- (vii) Damaged doors and lock sets, repaired or replaced.
- (viii) Damage to doors and drawers on kitchen cupboards, repaired or replaced.
- (ix) Bent or broken hinges on cupboard doors, repaired or replaced.
- (x) Broken locks and windows, repaired or replaced.
- (xi) Damaged or missing window frames, repaired or replaced.
- (xii) Handrails pulled off the walls, repaired or replaced.
- (xiii) Stairs chewed or gouged, repaired.
- (xiv) Dirty exhaust fans - kitchen and bathroom, cleaned.

- (xv) The Tenant will not mark or deface any interior or exterior surface of the Rental Unit and will not use any sticky tape such as masking tape on any painted surface.

(c) **Electrical**

- (i) Missing or broken switch and plug plates, repaired or replaced.
- (ii) Damage to porcelain lamp holders, repaired or replaced.
- (iii) Damage to interior pull chain light switches, repaired or replaced.
- (iv) Damage to light fixtures, repaired or replaced.

(d) **Appliances**

- (i) Cracked interior walls of fridge, repaired.
- (ii) Chipped or cracked porcelain on stove or fridge, repaired.
- (iii) Ice trays missing or damaged, replaced.
- (iv) Range elements missing, replaced.
- (v) Cleaning the lint trap on the clothes dryer.

(e) **Plumbing**

- (i) Plugged toilet, sink, or sewer line or filters, repaired.
- (ii) Stripped water taps, stems or handles, replaced.
- (iii) Chipped or cracked porcelain on sink, bathtub or toilet, repaired or replaced.
- (iv) Damaged toilet seats, repaired or replaced.
- (v) Broken toilet or sinks (bathroom), replaced.
- (vi) Damaged trip levers, repaired or replaced.

(f) **Heating**

- (i) Furnace cleaning including chimney.
- (ii) Replacing air filter on furnace.
- (iii) Thermostats damaged, replaced.

If the Tenant does not attend to his or her maintenance, repair and replacement obligations following written notice from the Band, then the Band may perform those obligations and charge the costs to the Tenant as Additional Rent.

4.6.2 BAND REPAIR RESPONSIBILITIES

The Band as landlord is responsible for repairs arising from reasonable wear and tear, preventative maintenance necessary to ensure compliance with health and safety standards or to extend the useful life of the Rental Unit, and those major repairs and replacements to the Rental Unit set out below.

The Band is not responsible for maintenance, repair or replacement costs due to the negligent or intentional acts or omissions of any occupants, guests or other persons at the Rental Unit. These are the obligation of the Tenant under subsection 4.6.1 above.

The following are examples of the maintenance, repair and replacement obligations of the Band:

(a) **Structure**

- (i) Cracks in walls and ceilings, repaired.
- (ii) Sticking doors, repaired.
- (iii) Sagging or shifting door frames, repaired.
- (iv) Siding replacement.
- (v) Load bearing walls and foundation repairs.
- (vi) Roof or truss repairs.
- (vii) Flooring, doors and cupboard repairs required due to reasonable wear and tear.

(b) **Systems**

- (i) Water leaks – plumbing, roof, and/or walls, repaired.
- (ii) Dripping taps, repaired.
- (iii) Broken or rusted out pipes and drains, replaced.
- (iv) Veneer coming off doors, repaired or replaced.

- (v) Burnt out light switches on stove, replaced.
- (vi) Major furnace repairs or replacement.
- (vii) Hot water tank replacement.
- (viii) Electrical system repairs.
- (ix) Electrical fixture replacement.
- (x) Repairing or replacing appliances owned by the Band.
- (xi) Repairing or replacing locks.
- (xii) Repairs such as broken windows, required due to vandalism.
- (xiii) Repairing external stairs, walkways and the driveway.

The Tenant shall ensure that any area where the Band is to perform any of these repairs, maintenance or replacements is free of clutter or any other obstruction.

The Band's maintenance, repair and replacement obligations are subject to the availability of funding from ISC, the RRAP program, and other sources.

4.7 Vacating the Rental Unit

4.7.1 OBLIGATIONS OF THE TENANT

The obligations of the Tenant prior to vacating the Rental Unit include:

- (a) vacuuming, shampooing and cleaning all carpets and rugs to remove all stains;
- (b) cleaning and washing the floors, interior walls and ceilings;
- (c) cleaning and washing all interior and exterior surfaces of all cupboards, closets and cabinets;
- (d) ensuring that all electrical light bulbs, tubes and ballasts are functioning and in place and that all electrical fixtures are undamaged and functioning;

- (e) defrosting, cleaning and removing all food and stains from the interior and exterior of the refrigerator, repairing any damage to racks and removing all debris from behind or underneath the refrigerator. The Tenant will not scrape any surface during defrosting;
- (f) ensuring all range fuses are in working order, cleaning and removing all grease and debris from the interior and exterior of the range and hood fan, cleaning the oven glass, and removing all debris from behind or underneath the range;
- (g) cleaning and washing the interior and exterior of both the washer and dryer and removing all debris from behind or underneath both the washer and dryer; and
- (h) removing all solid waste, debris and refuse from all cupboards, closets, cabinets, the basement and every other part of the Rental Unit, any outbuilding on the grounds and from the rest of the grounds. The Tenant will deposit all this solid waste, debris and refuse as directed by the Band.

4.7.2 MOVE OUT INSPECTION

Where the Tenancy Agreement has been terminated for any reason, and after the Tenant has vacated the Rental Unit, the Tenant and the Housing Manager shall together conduct a move out inspection of the Rental Unit, as follows:

- (a) The inspection shall be completed on the day the Tenant vacates the Rental Unit, or another mutually agreed upon day.
- (b) A Condition Inspection Report shall be completed by the Housing Manager and the Tenant, and signed by both, confirming the condition of the Rental Unit.
- (c) The report shall include the photos taken by the Housing Manager during the inspection.
- (d) Any work necessary to leave the Rental Unit clean, tidy and sanitary as set out in subsection 4.7.1, is the responsibility of the Tenant, and the Band costs for this work if not done by the Tenant, will be charged to the Tenant as Additional Rent.
- (e) Any maintenance, repairs or replacements required to leave the Rental Unit in good and substantial repair, other than for reasonable wear and tear, are the responsibility of the Tenant, and the Band costs for this work if not done by the Tenant, will be charged to the Tenant as Additional Rent.

- (f) The Housing Manager may make the inspection and complete and sign the Condition Inspection Report without the Tenant, if the Tenant fails to attend the inspection or fails to sign the report.

4.8 Tenancy Defaults

4.8.1 RENTAL ARREARS

The Band will proceed as follows regarding Arrears of Rent for Rental Units:

- (a) Arrears of Rent financially impact the Housing Department in the delivery of housing to the Members, and therefore diligent efforts will be made by the Housing Manager to collect all Arrears.
- (b) The Rental Agreement in paragraph 5(b) gives the Tenant who has received from the Band a first written notice of Default in the payment of Rent, the opportunity to enter into an Arrears Agreement with the Band.
- (c) The Arrears Agreement:
 - (i) deals with all housing related payments that are owed to the Band, including Rent and Additional Rent, since the Tenant was granted possession of the Rental Unit;
 - (ii) can be made only once the Tenant has come up with a realistic budget which will allow the Tenant to pay the monthly Rent due under the Rental Agreement, the monthly payment of Arrears due under the Arrears Agreement, and his or her other monthly expenses; and
 - (iii) gives the Tenant the chance to pay off Arrears owed to the Band over a period of up to one year.

- (d) A Tenant who has entered into an Arrears Agreement will be required to pay Rent in accordance with the Rental Agreement, and in addition to pay Arrears in accordance with the Arrears Agreement. If that Tenant fails to make either payment to the Band when due:
 - (i) that Tenant will not be allowed to make a further Arrears Agreement; and
 - (ii) that Tenant may be evicted by the process under paragraph 15(a) of the Rental Agreement.

- (e) A Tenant who is making payments pursuant to an Arrears Agreement, will when all those required payments are made, be once again eligible to receive Housing Department assistance with any optional upgrades, improvements or cosmetic repairs to the Rental Unit.

4.8.2 EVICTION PROCESS

The Band will proceed as follows regarding evictions from Rental Units:

- (a) All evictions from Rental Units are in the absolute discretion of Chief and Council, based on a recommendation from the Housing Manager.

- (b) Any person who has possession of a Rental Unit, and who has not signed a Rental Agreement with the Band for that Rental Unit, is subject to eviction under subsection 4.1.13 Unsigned Rental Agreements, of this policy.

- (c) Only Band Members are eligible to rent Rental Units from the Band. The exceptions are listed in subsection 4.1.1 Eligibility, of this policy. Any Non-Member who has possession of a Rental Unit and does not come within one of the listed exceptions, may be evicted on 30 days prior written notice.

- (d) The circumstances in which a Tenant may be evicted from a Rental Unit, and the process for eviction, are both set out in section 15 Termination, of the Rental Agreement.

- (e) The Band may get legal advice on the eviction process.
- (f) The Eviction Notice will give the Tenant or other person in possession of a Rental Unit, 24 hours to vacate the Rental Unit.
- (g) The Eviction Notice will be in the form of Appendix H to this policy, or such other form appropriate to the circumstances, and signed by Chief and Council.
- (h) The Eviction Notice will be given to:
 - (i) the Tenant in accordance with section 17 Notice, of the Rental Agreement; and
 - (ii) any other person in possession of a Rental Unit, by the same procedure, with any necessary changes in points of detail.
- (i) 24 hours after the Eviction Notice is given to the Tenant or other person in possession of the Rental Unit, the duly authorized representatives of the Band will attend upon the Rental Unit to carry out the eviction. Chief and Council may ask the RCMP to attend the eviction.
- (j) Each Tenant, Minor Occupant or other person in possession of the Rental Unit, 24 hours after the Eviction Notice is given, will be removed from the Rental Unit with all his or her possessions, forcibly if necessary.
- (k) The locksmith will change the locks on the Rental Unit.
- (l) The Band will then proceed under subsection 4.8.3 Consequences of Termination or Eviction, below.

4.8.3 CONSEQUENCES OF TERMINATION OR EVICTION

The Housing Department will for any Tenant who is either in Default of the Rental Agreement when it is terminated, or is evicted from a Rental Unit, proceed in accordance with this subsection.

Once the Tenant and all Authorized Occupants have vacated the Rental Unit:

- (a) The Housing Manager will complete the move out inspection including the Condition Inspection Report, in accordance with subsection 4.7.2 of this policy.
- (b) Any personal possessions not removed by the Tenant from the Rental Unit will be photographed by the Housing Manager, removed by the Band from the Rental Unit, transported to a secure location, and stored.
- (c) The Band will then forward the Disposal Notice in the form of Appendix I to this policy, to the last known or any forwarding address of the Tenant, setting out the process for disposal of the personal possessions of the Tenant.

The Housing Department will for any Tenant who is either in Default of the Rental Agreement when it is terminated, or is evicted from a Rental Unit, record:

- (i) the Band costs of the termination or eviction;
- (ii) the Band costs for cleaning, maintenance, repairs or replacements at the Rental Unit incurred by the Band, by reason of any Defaults of the Tenant;
- (iii) the proceeds received by the Band from any sale of possessions abandoned by the Tenant in the Rental Unit; and
- (iv) the Arrears owed by the Tenant to the Band.

After eviction of a Tenant, or termination of the Rental Agreement for a Default by the Tenant, any unpaid Arrears may be forwarded by the Band to a collection agency, or recovered by another legal process.

A Tenant or other person in possession of a Rental Unit, who is evicted for any reason from a Rental Unit, will not be eligible to submit a new Application for Housing to the Band until five years after the date of the eviction, and only if any Arrears are paid in full.

This subsection will also apply, with any necessary changes in points of detail, to any person in possession of a Rental Unit, not being a Tenant, who is evicted by the Band from that Rental Unit.

5.0 Shelter Allowance Program

5.1 ISC Policy on Shelter Allowance

This part of the Housing Policy has been drafted to comply with the ISC Policy on Shelter Allowance. This part of the Housing Policy shall be read in a manner consistent with the ISC Policy.

5.2 Documented Shelter Allowance Costs

A Shelter Allowance may only be issued by the Band to meet actual, documented shelter costs, up to the maximum Shelter Allowance in the ISC Policy, and only if the following conditions apply:

- (a) the Applicant meets the social assistance eligibility requirements set out in the ISC Policy.
- (b) the Applicant occupies the dwelling.
- (c) any significant change in the Applicant's family situation, living arrangements or income is documented by the Applicant, and placed in his or her Housing Department file.
- (d) evidence of actual costs in the form of billings, receipts for utilities, and a fully signed Rental Agreement, is produced by the Applicant, and placed in his or her Housing Department file.

5.3 Eligible Dwellings

There are two types of on reserve dwellings for which the Band can pay Shelter Allowance under the ISC Policy, to or on behalf of SA Recipients:

- (a) Rental Units owned by the Band; and
- (b) Privately Owned Homes.

Chief and Council shall upon hearing the recommendation of the Housing Manager, determine in its absolute discretion for which specific dwellings of each of the two types, Shelter Allowance can be paid by the Band to or on behalf of SA Recipients.

5.4 Tenancy Agreement Information

Any tenancy agreement provided to the Housing Manager by an applicant for Shelter Allowance, must include the following information:

- (a) the amount of monthly rent;
- (b) the address of the dwelling;
- (c) the start and end date of the tenancy;
- (d) the signature of the applicant and the landlord; and
- (e) a list of all occupants of that dwelling, including names, ages, relationships and income sources.

5.5 Privately Owned Rental Units for SA Recipients

An SA Recipient may wish to live with family or friends in a Privately Owned Home. This policy provides flexibility to the SA Recipient in choosing his or her dwelling.

The Owner of a Privately Owned Home may set the terms of a tenancy agreement with an SA Recipient as tenant. The Shelter Allowance which the Band can pay as rent is determined by the ISC Policy.

SA Recipients wishing to rent a Privately Owned Home must have the written confirmation from the Housing Manager, that the tenancy agreement conforms to section 5.4 Rental Agreement Information, of this policy.

The Band is not responsible for maintenance, repairs or replacements on Privately Owned Homes.

6.0 Rent-to-Own Housing

The Rental Agreements are tenancy agreements only between the Band and each Tenant of a Rental Unit. The Rental Agreement does not ever transfer any ownership right in the Rental Unit to the Tenant. The Tenant of a Rental Unit will never acquire ownership of the Rental Unit.

There is currently no rent-to-own housing on the reserve lands of the Band.

The Band has no records of any rent-to-own agreements ever having been both:

- (a) made between the Band and a Band Member; and
- (b) successfully paid out by the Band Member, to acquire that dwelling from the Band.

There will be no rent-to-own housing on any reserve lands of the Band, until the Rents are being collected by the Band from all Band Member Tenants on all Rental Units.

7.0 Privately Owned Homes

There will be no Band assistance for the acquisition by Band Members of Privately Owned Homes on any reserve lands of the Band, until the Rents are being collected by the Band from all Band Member Tenants on all Rental Units.

Section 3.5 Homeowner Roles and Responsibilities, confirms that the Band has no responsibility for the maintenance, repair or replacement of Privately Owned Homes.

8.0 Building New Homes

8.1 Serviced Lots

Serviced lots will be prioritized for development over non-serviced lots.

Infill development of existing serviced lots is much more affordable than new development.

All serviced lots must be located in accordance with a zoning bylaw, a land use plan, or a subdivision feasibility study, of the Band.

8.2 Siting New Housing Development

New subdivisions for housing development shall be located on unencumbered Band lands. The location will be shown in a zoning bylaw, a land use plan or a subdivision feasibility study, of the Band. This is to ensure that new housing development is suitable to the lands chosen, and avoids any conflict with the use of adjoining lands.

Siting new housing involves the following considerations:

- (a) ensuring that the land is unencumbered Band land, unaffected by Member interests, rights of way, easements, or land designations or surrenders.
- (b) ensuring that the location is consistent with any zoning bylaw, any land use plan, or any subdivision feasibility study, of the Band.
- (c) ensuring that the site is suitable for development and not hindered by development constraints (steep topography, geo-technical concerns, watercourses, cultural / environmental significance).

- (d) ensuring that the site is close to existing services (water, hydro, phone, roads). All sewage disposal is by septic systems. The site should be directly accessible by vehicle either from a public road or a Band road.
- (e) ensuring that the site has been surveyed.

8.3 Building Footprint

The building footprint shall be consistent with any zoning bylaws, land use plans or subdivision feasibility studies, and minimize distances to the access road to reduce utility connection fees and costs.

Properly siting the building on the lot will reduce development costs and potentially reduce operational costs.

The Housing Department will work with the building contractor in defining the building footprint and orientation of the housing unit.

9.0 Policy Implementation, Appeals and Complaints

9.1 Approval and Amendments

The approval of the General Band Membership of this policy, and all amendments from time to time, shall be obtained as follows:

- (a) **Difficulties:** The Band acknowledges that many of the Band Members live off reserve, and a considerable distance from the reserve lands of the Band, making:
 - (i) assembly of the General Band Membership in person on the reserve for an in person vote; or
 - (ii) a mail in referendum vote for the whole of the General Band Membership;

time consuming and difficult, and beyond the financial and administrative resources of the Band, for seeking approvals or consents of the General Band Membership.
- (b) **Custom of the Band:** Any approvals or consents required from the General Band Membership shall be obtained according to the custom of the Band, as set out in this section 9.1.
- (c) **Band Newsletter and Website:** The custom of the Band is to keep the General Band Membership informed by way of the Band newsletter and website.
- (d) **Broad Consensus:** Subject to paragraph (e), the custom of the Band is to determine the broad consensus for or against a matter amongst the General Band Membership, by:
 - (i) posting reasonably detailed information about the matter on the Band website;
 - (ii) e-mailing all Members to advise them that an important matter requiring their written response within 14 days of the date of the notice, has been placed on the Band website;

- (iii) inviting on the Band website:
 - (A) questions and comments from all the Members; and
 - (B) written responses from all Members within the 14 day period; and
- (iv) tallying the responses received from the Members within the 14 day period to determine the broad consensus in the General Band Membership for or against the matter.
- (e) **Confidential Matters:** On matters concerning confidential information of the Band, the custom of the Band is to determine the broad consensus for or against a matter amongst the General Band Membership, by:
 - (i) providing reasonably detailed information about the matter either by mail or delivery to all Members, together with a notice from the Band:
 - (A) inviting questions and comments from all Members; and
 - (B) requesting a written response from each Member within 28 days of the date of the notice; and
 - (ii) tallying the responses received from the Members within the 28 day period to determine the broad consensus in the General Band Membership for or against the matter.
- (f) **Coming into Effect:** Following the approval of the General Band Membership of this policy, this policy shall be brought into legal effect by way of BCR.
- (g) **Amendments to this Policy:** Following the approval of the General Band Membership of amendments to this policy, according to the custom of the Band, as set out in this section 9.1., the amendments shall be brought into legal effect by way of BCR.

9.2 Appeals

The process for appeals under this policy shall be as follows:

- (a) Any Tenant or Applicant who believes that this policy is not being applied fairly, reasonably or justly, may appeal within 30 days of the occurrence, to the Band Manager in writing, or have his or her appeal recorded in writing at the Band Office.
- (b) The appeal shall state the decision which is appealed, the reasons for the appeal, the remedy sought by the appellant, and the appellant's name, address, phone number and e-mail address.
- (c) The identity of the appellant and the reasons for the appeal, will be kept confidential by the Band to that extent possible, consistent with resolving the appeal in a fair and just manner.
- (d) The decision maker, whose decision is being appealed, will have the right to respond in writing within 10 working days, and the appellant will have the right to reply in writing to the response within five working days.
- (e) The Band Manager will meet with the appellant and the respondent decision-maker, to hear the appeal.
- (f) The hearing will be conducted in accordance with the principles of fairness and natural justice. Both the appellant and respondent will have the right to receive written notice of the hearing, to be heard and to know the case against him or her. Each party may question the other party and the witnesses of the other party.
- (g) The hearing shall be conducted in the manner the Band Manager determines is appropriate.
- (h) If the appeal is not resolved at the hearing between the parties, the Band Manager will make a written decision on the appeal, setting out the nature of the appeal, the facts, the relevant portions of this policy, and his or her decision on the appeal.
- (i) Where the Band Manager is the decision-maker whose decision is being appealed, then Chief and Council shall sit in the place of the Band Manager for all purposes of this appeal process, with any necessary changes in points of detail.
- (j) Where the Chief and Council is the decision-maker whose decision is being appealed, then Chief and Council shall in hearing the appeal, use the record of its original decision and of the appeal process, to determine the facts and the provisions of this policy applicable, without yielding to its earlier ruling. Chief and Council shall come to a new decision.
- (k) Decisions rendered pursuant to this appeal process are final.

9.3 Complaints

Complaints about the Tenant of a Rental Unit must be in writing and submitted to the Housing Department. The identity of the person complaining will be kept confidential by the Housing Department, to that extent possible consistent with resolving the complaint in a fair and just manner.

9.4 Notice

- (a) Any notice required or permitted to be given under this policy will be in writing and will be validly given:
 - (i) if delivered by hand either to the Band at the Band Office, or to any other party;
 - (ii) by prepaid registered post addressed to the Band at the Band Office, or to any other party at his or her last known address in the records at the Band Office, or to such other address as any party may from time to time advise the other party in writing; or
 - (iii) by leaving a copy for the Tenant or other person in possession of a dwelling, attached to any exterior door of the dwelling.
- (b) Any notice given as aforesaid shall be deemed to be given and received:
 - (i) if delivered by hand, on the date of delivery;
 - (ii) if mailed by prepaid registered post, five business days from the time of mailing; and
 - (iii) if attached to an exterior door of the dwelling, on the next business day after attachment.

10.0 Appendices

The Appendices attached to and forming part of this Housing Policy are:

Appendix A - Application for Housing

Appendix B - Rental Agreement

Appendix C - Condition Inspection Report

Appendix D - First Written Notice of Default-Rent

Appendix E - Arrears Agreement

Appendix F - Second Written Notice of Default-Rent

Appendix G - Notice of Non-Monetary Default

Appendix H - Eviction Notice

Appendix I - Disposal Notice

Coming into Effect

The ASHCROFT INDIAN BAND CHIEF AND COUNCIL HEREBY RESOLVES BY CONSENT of a quorum of the members of the Council of the Band present at a meeting of Council duly convened and held on the day of _____, 20__ that:

The General Band Membership having been consulted, in accordance with custom of the Band and having approved, this Housing Policy is issued under the authority of the Chief and Council of the Ashcroft Indian Band, to come into immediate effect.

ASHCROFT INDIAN BAND

Per:

Chief

Councillor

Councillor

ASHCROFT INDIAN BAND

HOUSING POLICY

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