



TS'KW'AYLAXW FIRST NATIONS HOUSING POLICY AND PROCEDURES

*VERSION 8
AUGUST 20, 2019*

POLICY REVISION TRACKING INDEX

Date	Policy Version Number	Section Number	Page	Nature of Revision	Chief or Council Signature
June 6, 2017	4	ALL	ALL	PASSED IN PRINCIPLE	
	7	ALL	ALL	FINAL POLICY FOR ADOPTION	
August 20, 2019	8	7.7.7	44	Adding unlicensed Vehicles	
		7.9.4	51	No Open Burning including fire pits and burn barrels	
February 10, 2020	8	1.4.1	12	Amend saying elders are responsible for rent payments	
February 10, 2020	8	3.1	24	Adding independent living conditions; replacing maintenance fee for rental fee	

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1 INTRODUCTION

Housing is an investment in its people made by the Ts'kw'aylaxw First Nation (TFN) on behalf of all Members and not just the Members currently occupying homes. In accordance with Ts'kw'aylaxw governance and cultural values, Council is providing the **Ts'kw'aylaxw Housing Policy and Procedures** (herein referred to as the 'Housing Policy'), which addresses housing in a fair and equitable manner, for the benefit of the whole community. The Housing Policy will be implemented and enforced in a respectful, transparent, equitable, accessible, and responsive way.

1.1 PURPOSE OF POLICY

The purpose of the Housing Policy is to provide guidance through policy and regulations related to the delivery of adequate shelter to community members that meet health, safety and structural standards.

This Housing Policy is intended to:

1. provide Members with an easy to use reference for understanding housing options and regulations on reserve land;
2. ensure fair and equitable treatment of Members, Tenants, and Homeowners including a transparent process for complaints and appeals;
3. set out governance principles and roles and responsibilities underlying TFN housing programs;
4. help TFN protect its investment in housing and respond to our community's housing needs;
5. protect the rights of Tenants, Members, Homeowners, and TFN and define the responsibility of each party; and
6. guide Housing governance decisions and the operation of TFN's Housing Department.

1.2 HOW TO USE THIS POLICY

The Housing Policy is not law and is subordinate to laws including TFN's Land Code, Spousal Property Law, and Financial Administration Law. It is a set of guidelines, which have been approved by Council, that define roles, responsibilities, policies and procedures that will direct staff, management, leadership, Tenants and Homeowners in regards to housing on-reserve.

This Housing Policy works in conjunction with:

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1. Ts'kw'aylaxw First Nation Spousal Property Law as adopted by Band Council Resolution (BCR) No. 0594-10-21-05;
2. Ts'kw'aylaxw First Nation's Financial Administration Law; and
3. Ts'kw'aylaxw First Nation Land Code.

The Council has developed this Housing Policy by virtue of having adopted the *Ts'kw'aylaxw First Nation Land Code* on December 14, 2003, and certified on April 26, 2004, which transfers responsibility for its lands and resources from Canada to TFN under the Indian Act.

1.3 DEFINITIONS

Administrator means the person appointed to manage day-to-day and strategic Band operations. The Administrator will support the Housing Department in administering the Housing Policy.

Amortization Loan Payment is the loan which must be paid in fulfillment of a Rental/Purchase Agreement.

Appellant means an individual appealing a housing decision.

Applicant means the person(s) applying for a housing program through Ts'kw'aylaxw First Nation.

Arrears means rent or other housing related payments that are owed by a Tenant and have come due to Ts'kw'aylaxw First Nation and have not been received by the payment due date.

Authorized Occupants means the adults (age 18 or older) permitted to reside in Band-owned Housing per the terms of the Rental Agreement.

Band-Owned Rental Houses means housing units owned by Ts'kw'aylaxw First Nation and made available as rental housing to Members through a Rental Agreement.

Borrower means a Member who wishes to enter, or has entered, into a loan or mortgage agreement with Ts'kw'aylaxw First Nation, and/or a bank or other lending institution for the purchase, construction, re-financing or renovation of an Independently-owned home.

BCR means a written Ts'kw'aylaxw Band Council Resolution consented to by a quorum of Councillors at a duly convened Council meeting, and which is signed by all members of Council voting in favour.

Building Code means the British Columbia Building Code (latest editions), all applicable Canadian Standards Association (CSA) regulations, Band Council by-laws, all applicable Canada Mortgage and Housing Corporation (CMHC) Standards and any other applicable building by-laws and regulations.

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Candidate means an individual being considered as a Tenant.

Certificate of Possession or CP means a Certificate of Possession or Location Ticket issued to a Member under Section 20(2) or 20(3) of the Indian Act.

Certificate of Home Ownership means the certificate provided to the Tenant once the Amortization Loan has been paid in full under the terms of the Rental/Purchase Agreement, representing the transfer of home ownership from TFN to the new Homeowner.

CMHC means Canada Mortgage & Housing Corporation.

Council means the duly elected Chief and Council of Ts'kw'aylaxw First Nation.

Covenant means agreeing to specific terms and conditions.

Damage Deposit means a deposit for the purposes of security paid by the Tenant to Ts'kw'aylaxw First Nation equal to half of one month's rent to cover losses to TFN that may occur during tenancy (i.e. damage to the unit other than that caused by normal wear and tear, unpaid rent or arrears, costs incurred to clean and put a rental unit in re-rentable condition, etc.).

Elder means a Ts'kw'aylaxw member who is 55 years of age or older.

Eligible Voter means a Member who has attained the age of 18 years on or before the day of the vote.

Homeowner means a Member that has been transferred possession of a home previously owned by Ts'kw'aylaxw First Nation or a Member who holds title to a private home built within the boundaries of Ts'kw'aylaxw First Nation's reserve lands.

Housing Manager means an employee of the Ts'kw'aylaxw First Nation carrying out the administrative duties contained within the Housing Policy as detailed in the Roles and Responsibilities section of this Housing Policy.

Housing Department means Ts'kw'aylaxw Band staff who are responsible for administering all Ts'kw'aylaxw housing programs and services.

Housing Policy means this Ts'kw'aylaxw First Nation Housing Policy and Procedures, unless otherwise specified.

Immediate Family Members means a spouse, children, or parents.

Independently Owned Home means a privately held house on Ts'kw'aylaxw First Nation reserve lands to which an individual Member has been granted ownership by any one of the following: a Certificate of Possession under Section 20 of the Indian Act, a Certificate of Home Ownership awarded by Ts'kw'aylaxw First Nation housing department, or other proof of ownership (e.g. a Land Code compliant private mortgage provided by a financial institution).

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Land Code means the Ts'kw'aylaxw First Nation Land Code, certified April 26, 2004.

Member means the same thing as a registered member of the Ts'kw'aylaxw First Nation, or Ts'kw'aylaxw Member.

Non-Member means a person who is not a member of the Ts'kw'aylaxw First Nation.

Private Interest means the individual's personal and business interests and includes the personal and business interests of

- (a) the individual's spouse;
- (b) a person under the age of (18) years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity;
- (c) a person in respect of whom the individual or the individual's spouse is acting as guardian;
- (d) a person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent, and
- (e) an entity in which the individual or the individual in combination with any other person described in this definition has a controlling interest.

Proof of Income means documentation used to verify the annual income of a person and/or household and can include T-4's, Revenue Canada Notice of Assessment (T451), pay stubs or other such documented proof of income as required by the Housing Department or a financial institution.

Rent means an amount of money paid, or required to be paid, by a Tenant to Ts'kw'aylaxw First Nation for the right to occupy a rental unit, but does not include a security deposit, or other money or debts owed by the Tenant to Ts'kw'aylaxw First Nation in connection with the tenancy.

Rent-to-Own Housing means housing that is mortgaged by Ts'kw'aylaxw First Nation which may be purchased by eligible Tenants in compliance with the terms of the Rental/Purchase agreement.

Rental Agreement means an agreement in writing between Ts'kw'aylaxw First Nation and a Tenant that confers on the Tenant a right to occupy a Band-Owned Rental Unit in exchange for the payment of Rent to Ts'kw'aylaxw First Nation.

Rental Housing Application means the application that must be made by a prospective Tenant to request tenancy in Band-Owned rental unit.

Rental/Purchase Agreement means an agreement in writing between Ts'kw'aylaxw First Nation and a Tenant that provides the Tenant a right to occupy a Rent-to-Own unit in exchange for rent paid to Ts'kw'aylaxw First Nation for a consecutive period of time as specified in the Rental/Purchase Agreement, after which time the Tenant will have an opportunity to purchase the home for \$1.00 payable to Ts'kw'aylaxw First Nation in exchange for a Certificate of Home Ownership from Ts'kw'aylaxw First Nation.

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Rental Unit means Elder’s Housing, Rent-to-Own Housing, or Band-owned Rental Housing that is occupied by a Tenant in exchange for rent paid to Ts’kw’aylaxw First Nation.

Spousal Property Law means the Ts’kw’aylaxw First Nation Spousal Property Law that came into force on November 21, 2005.

Spouse means an individual who:

- (a) is married to another, whether by custom, religious or civil ceremony and includes a Spouse by Common Law Marriage by the terms of the Land Code; or
- (b) Has in good faith entered into a marriage that is voidable or void and is asserting a right under the Spousal Property Law.

Ts’kw’aylaxw means the Ts’kw’aylaxw First Nation, a band under the *Indian Act*, R.S.C. 1985, c. I-5, as amended.

Ts’kw’aylaxw First Nation Land means Leon Creek IR #2, Leon Creek IR #2A, Marble Canyon IR #3, Pavilion IR #1, Pavilion IR #1 (2), Pavilion IR #1A, Pavilion IR #3A, Pavilion IR #4, and Ts’kw’aylaxw IR #5.

Ts’kw’aylaxw Member means a registered member of Ts’kw’aylaxw First Nation.

Tenant means a person who has entered into a Rental Agreement or Rental/Purchase Agreement and pays rent or who is required to pay rent to Ts’kw’aylaxw First Nation in return for the right to use and occupy a rental unit.

1.4 TYPES OF HOUSING

1.4.1 Elder’s Housing

Eligible Elders that qualify for Elder’s housing are responsible for rent payments, and utilities fees. Elder’s housing has been developed for the use and tenancy of Members aged 55 years and older. Eligibility and Tenant selection criteria for Elder’s housing are explained in Section 3 of this Housing Policy.

1.4.2 Band-Owned Rental Housing

Only Members and Authorized Occupants can occupy Band-Owned Rental Housing. Prospective Tenants must fill out a Rental Housing Application and sign a Rental Agreement. (Appendix 1) TFN collects rents on Band-Owned Rental Housing to cover house insurance and repairs and maintenance costs. Eligibility and Tenant selection criteria for Band-Owned Rental Housing are contained in Section 4 of this Housing Policy.

1.4.3 Rent-to-Own Housing

At TFN’s discretion, some Band-owned Housing may be offered as Rent-to-Own housing. After 10 years of consecutive tenancy, a Tenant may request to purchase the rental unit by entering into a Rental/Purchase Agreement with TFN. If the request is accepted, a Rental Purchase Agreement (Appendix 2) will be signed between TFN and the Tenant. The Rental/Purchase

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Agreement provides the Tenant with the right to occupy a Rent-to-Own Unit in exchange for Rent paid to TFN as per the terms of the Rental/Purchase Agreement, until the Amortization Loan has been completely paid. Once the loan is repaid, TFN offers the Tenant an opportunity to purchase the Unit for \$1.00. Rent-to-Own housing is subject to the same rental policies as Band-Owned Rental housing until a Certificate of Home Ownership is provided to the new Homeowner.

1.4.4 **Independently Owned Housing**

Independently Owned Housing is privately held housing on Ts'kw'aylaxw First Nation reserve lands to which an individual Member has been granted ownership by any one of the following: a Certificate of Possession under Section 20 of the Indian Act, a Certificate of Home Ownership awarded by Ts'kw'aylaxw First Nation housing department, or other proof of ownership (e.g. a Land Code compliant private mortgage provided by a financial institution). Homeowners are solely responsible for the insurance and maintenance of Independently Owned Housing with no financial or administrative support provided by TFN.

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2 HOUSING GOVERNANCE AND ADMINISTRATION

2.1 SCOPE AND APPLICATION OF HOUSING POLICY

2.1.1 Jurisdiction of Housing Policy

The jurisdiction of the Housing Policy covers TFN Reserve Lands including Leon Creek IR #2, Leon Creek IR #2A, Marble Canyon IR #3, Pavilion IR #1, Pavilion IR #1 (2), Pavilion IR #1A, Pavilion IR #3A, Pavilion IR #4, and Ts'kw'aylaxw IR #5.

2.1.2 Related Policies and Laws

Policies and Laws related to the Housing Policy include:

1. Ts'kw'aylaxw First Nation Land Code (Dec. 14, 2003);
2. Ts'kw'aylaxw First Nation Spousal Property Law (BCR No. 0594-10-21-05, Nov. 21, 2005);
3. Ts'kw'aylaxw First Nation Financial Administration Law

Copies of these Laws can be obtained from TFN Administration.

2.1.3 Community Engagement Process

Members will be invited to review and provide feedback within a reasonable amount of time on the Housing Policy and all substantive amendments prior to adoption by Chief and Council.

2.1.4 Housing Policy Revision Process

TFN reserves the right to amend this Housing Policy as required in order to provide the most effective administration of the housing program. TFN Housing Board will recommend changes to the Housing Policy. Changes must be authorized through BCR by a quorum of Chief and Council.

2.1.5 Access to Housing Policy

Members can access a copy of the Housing Policy through TFN Administration and Housing Department.

2.2 GUIDING PRINCIPLES AND CODE OF ETHICS

2.2.1 Guiding Principles

The Housing Policy has been developed based on the following guiding principles which set the standard for the Housing Policy's implementation and usage:

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1. Provision of current and future housing that reflects the needs, wants, and cultural values of the community;
2. Housing decisions are made in a fair, objective and transparent manner;
3. Appropriate, safe, and clean housing for TFN Members;
4. Fair and equitable treatment of all housing applicants, Tenants, Members, and Homeowners by TFN Housing Department, Housing Board and Chief and Council;
5. Expectation of respectful behaviours and communication between housing Applicants, Tenants, Members, Homeowners, TFN Housing Department, Housing Board and Chief and Council.

2.2.2 Conflict of Interest

A conflict of interest occurs if an individual exercises a power or performs a duty or function in relation to the Housing Policy and Procedures, and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function, there is an opportunity to benefit the individual's Private Interests.

Related to the Housing Policy and Procedures, decision-makers include Chief and Council, members of the Housing Board, members of TFN Housing Department and the Administrator. If any of these individuals are involved in a decision that could directly or indirectly benefit the individual's Private Interests, the following steps, in addition to the steps outlined in the Financial Administration Law, should be taken:

1. Disclose the interest to the Council, Board, Administrator or other governance body;
2. If the individual is a Councillor, and has not already done so, disclose the circumstances of the conflict of interest at the next Council meeting. The minutes of the Council meeting must record the Councillor's disclosure.
3. If the individual is an officer or employee, disclosure must be in writing to the senior manager, or in the case of the senior manager, to the chair of the Finance and Audit Committee;
4. Leave the room during the deliberations with the meeting minutes noting the time of departure and re-entry; and
5. Take no part in a vote nor attempt to influence in any way any discussion or decision respecting the circumstances in which the individual has a conflict of interest

If the conflict of interest precludes an individual from making a decision on an issue, that issue will then be passed to another decision-maker. If the Housing Manager cannot make a decision then this will be passed to the Administrator. If a member of the Housing Board must abstain from voting due to a conflict of interest, and the Housing Board cannot make a vote due to insufficient quorum, then that issue will be passed to Council.

2.2.3 Confidentiality

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Personal information pertaining to housing applications, Rental or Rental/Purchase Agreements, evictions, appeals, arrears, and any other business pertaining to housing shall be regarded as a confidential matter by the Housing Manager, and the Housing Board, and will not be shared publicly at public meetings or through newsletters or other similar means of communication.

2.3 HOUSING ADMINISTRATION

NOTE: The eligibility, application and selection process is different for each type of housing at TFN (see Section 1.4). These processes are explained in full in Section 3 (Elders Housing), Section 4 (Band-Owned-Rental Housing), and Section 5 (Rent-to Own Housing). For ease of reference, the Housing Administration Section explains a few key administrative points that are otherwise interspersed throughout the Policy.

2.3.1 Zero Tolerance for Abusive Behavior

Abusive behaviour, whether physical or verbal intimidation from a Member or Tenant towards a member of the Housing Department, Housing Board, or Council, or the Housing Manager or Administrator on matters regarding housing, will not be tolerated. Instances of abusive behaviour will be recorded by the Housing Department, Housing Board or Council. This behaviour will be taken into account during a voting process by the Housing Board on a matter(s) concerning the abusive Member or Tenant concerned. Where appropriate the matter will be reported to the Tribal Police.

Alternatively, abusive behaviour from a member of the Housing Department, Housing Board, or Council, or the Housing Manager or Administrator towards a Member or Tenant will also not be tolerated. In this case a formal complaint may be lodged as described in this policy.

2.3.2 Notification of Housing Availability

The Housing Manager will publish notices of Band-Owned Rental housing availability as new or existing units become available via the community newsletter, bulletin Board and TFN social media. A list of available rental housing is available on an ongoing basis through the Housing Department. For Rent-to-Own housing, the Housing Manager will notify the top five names on the TFN Housing Wait List.

2.3.3 Rental Application Forms

Candidates wishing to rent from TFN must complete a detailed Rental Application Form. The information contained on the Rental Application Form will be used to assess the Candidate's eligibility and suitability for the available housing. To ensure that only current information is used to assess Candidates, Applicants are required to fill out a new Rental Application Form for each new housing competition. Sections 3, 4 and 5 of this policy contain detailed procedures related to the application process for each type of housing.

2.3.4 Anonymous Housing Candidate Evaluation Form

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A Housing Candidate Evaluation Form (Appendix 3) has been designed to provide a fair and objective way for TFN's Housing Board (see 2.4.3) to evaluate and select the preferred Tenant.

1. For each new housing competition, the Housing Manager reviews the Rental Applications and uses the information on the Application Forms to complete an **anonymous** Candidate Evaluation Form for each candidate;
2. The Housing Manager labels each anonymous evaluation form with a number that corresponds to each Applicant.
3. The Housing Board uses the anonymous information contained in the Housing Candidate Evaluation Form to rank the suitability of each candidate, and make a selection based on the candidate receiving the highest points related to the decision criteria;
4. Once the Housing Board has made its decision, the Housing Manager notifies the successful candidate and the unsuccessful Applicants are placed on the housing waitlist(s).

2.3.5 Housing Waitlists

There is more need than there is housing available in TFN and waitlists are a way for TFN members to formally document their interest in securing housing and a way for TFN to fairly allocate housing as it becomes available.

TFN keeps waitlists for:

1. Elders Housing; and
2. Rent-to-Own Housing.

TFN does not keep a waitlist for Band-owned Rental housing as it transitions frequently.

After each housing competition closes, unsuccessful Applicants will remain on the waitlist. Elders who express the desire to be on both waitlists will be placed on both lists. When new housing becomes available, members at the top of the waitlist will be invited by the Housing Department to reapply.

2.3.6 Housing Decision Criteria

The Housing Board (see 2.4.3) selects candidates for Elders and Rent-to-Own Housing using an anonymous selection process that objectively assesses each candidate's suitability based on the following decision criteria:

1. how long the individual has been on the housing waitlist;
2. the candidate's overall eligibility; and
3. the candidate's level of need.

The Housing Candidate Evaluation Form is used by the Housing Board to compare candidates on a fair and objective way.

2.3.7 Housing Complaints

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For the purposes of this section, a “minor complaint” is damage to or interference with property or the enjoyment of property and does not involve harm or risk to the safety of a person or people.

Members or Tenants wishing to make a formal complaint are advised to contact the Housing Manager during regular working hours and provide a written summary of their complaint including as much detail as possible and any supporting evidence. The Housing Manager will receive the complaint, assess the nature and severity of the complaint, and will take action as follows:

1. For minor complaints, the Housing Manager will invite and support complainants to try to resolve the issue directly with the offending party;
2. If the Housing Manager receives a second written complaint on the same issue within 30 days, a letter will be sent to the offending party detailing the complaint, providing direction to comply with the Housing Policy and outlining the consequence of non-compliance;
3. If the Housing Manager receives a third written complaint, or if direct resolution is not appropriate or fails to resolve the complaint, or if the complaint is not a minor complaint, the Housing Manager will take the following steps to investigate the complaint:
 - a. contact the alleged offending party by telephone or in person to inform them of the complaint and provide any evidence received in support of the complaint to the alleged offending party;
 - b. invite the alleged offending party to make submissions to the Housing Manager respecting the complaint within 14 days of being notified of the complaint. These submissions may include supporting evidence;
 - c. based on the complaint, the supporting evidence, and submissions received from the alleged offending party, the Housing Manager will make a decision as to whether the complaint is valid. This decision will be deemed to be a Housing decision;
 - d. if the complaint is valid, the Housing Manager will notify the offending party of the Housing Decision and the reasons, and provide suggestions to resolve the issue. The Housing Manager will at this time, also inform the offending party of his or her right to appeal and the steps to do so pursuant to this policy;
 - i. the Housing Decision will be communicated to the offending party and the necessary actions will be taken after ten (10) business days of the offending party being notified where no resolution has occurred or no appeal has been pursued. If an appeal is pursued in accordance with this policy, the necessary actions will be taken upon the Housing Manager’s Decision’s affirmation by the Housing Board on appeal;
 - ii. The Housing Manager will document the discussion and any commitments made by the offending party and will follow up with the complainant to communicate recommendations and/or next steps;

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- e. if the Housing Manager finds the complaint invalid based on the complaint, supporting evidence and any submissions received from the alleged offending party, the Housing Manager will notify the alleged offending party and the complainant of this decision and the reasons. This decision will be deemed to be a Housing Decision. At this time, the Housing Manager will also inform the complainant of his or her right to appeal and the steps to do so pursuant to this policy.
- f. All complaints related to suspected or confirmed illegal activity will be referred directly to the Tribal Police with notification to the Housing Board and Chief and Council.

2.3.8 Housing Decision Appeals

The Housing Board and Housing Manager will make housing-related decisions within the scope of their roles and responsibilities as outlined in the Housing Policy and Procedures and Housing Board Terms of Reference (Appendix 4).

A Tenant or spouse of a Tenant, Homeowner or spouse of a Homeowner, or Member may appeal a Housing Decision as per the following procedures:

1. Eligibility to Appeal a Decision

Housing Decisions may be appealed to the Housing Board. At no time shall Appellants approach Council members individually or collectively to discuss housing decisions. Council will direct all such Appellants to apply directly to the Housing Board for resolution.

2. Appeal Deadline

Appeals regarding a housing decision must be submitted within ten (10) business days of notification of the decision.

3. Request to Appeal a Decision

Appellants may deliver a written request to appeal the decision to the Housing Manager within ten (10) business days of notification of a decision. The written request to appeal shall list the grounds upon which the appeal is based.

The Housing Manager will contact the Housing Board to coordinate a date for the appeal hearing. Every effort will be made to hear the appeal within ten (10) days of the filing of the request to appeal.

Once a date for the appeal hearing is set, the Housing Manager will notify the Appellant.

4. Appeal Hearing

The Appellant will be invited to make written and in-person oral submissions to the Housing Board at an Appeal Hearing. The Appellant may bring one other person with them to provide support at the Appeal Hearing.

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5. Notification of Final Decision

After the appeal hearing, the Housing Board will deliberate and make its final decision. The Housing Board will notify the Appellant in writing of its final decision within 20 business days of the last day of the hearing. There will be no further appeal process.

2.3.9 Tenants on Social Assistance

Tenants on social assistance may qualify for support and shelter subsidies. Tenants receiving social assistance and support and shelter subsidies will have the same treatment as other applicants in everything except the Damage Deposit requirement. Eligible candidates who are on social assistance may enter into a Rental or Rental/Purchase Agreement with TFN. All Tenants receiving social assistance program are required to sign TFN’s Rental Agreement which includes a clause stipulating that rent will be the first debt to be paid from the social assistance payment.

2.4 HOUSING ROLES AND RESPONSIBILITIES

2.4.1 Housing Organization Chart



2.4.2 Council

Council’s housing-related responsibilities include:

1. Acting in an ethical manner and being role models for the type of behaviours TFN wishes to encourage within the community;
2. Adopting the Housing Policy and approving all amendments by a quorum of Council;
3. Ensuring that housing policies and procedures are enforced in an fair, objective and transparent manner (i.e.no special treatment for anyone);

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4. Ensuring that the proper decision making structure is followed (i.e. referring housing complaints and appeals to Housing Manager and Housing Board for resolution);
5. Protecting the community’s financial interests by ensuring that rents are being consistently collected and arrears are aggressively pursued;
6. Approving the annual housing budget, budget amendments, funding proposals, and extraordinary expenditures;
7. Approving housing contracts upon the advice and recommendation of the Administrator;
8. Appointing a Housing Board to make recommendations and specific decisions on behalf of Council as per the Housing Board Terms of Reference (Appendix 4);
9. Ensuring housing strategies are developed and implemented by the Housing Board, Administrator and Housing Department;
10. Advocating for TFN’s housing needs with external parties (e.g. INAC, CMHC); and
11. Authorizing Certificates of Home Ownership upon completion of Rental/Purchase Agreements.

2.4.3 Housing Board

The Housing Board’s responsibilities include:

1. Acting in an ethical manner and being role models for the type of behaviours TFN wishes to encourage within the community;
2. Working with Council and Housing Manager to enforce the housing policies and procedures in a fair and transparent way;
3. Complying with the Housing Board Terms of Reference;
4. Meeting quarterly to review the TFN Housing Policy and progress towards housing goals;
5. Meeting on an ‘as required’ basis to make decisions about housing applications;
6. Hearing housing decision appeals; and
7. Providing updates and recommendations at the request of Council.

2.4.4 Housing Manager

The Housing Manager is responsible for:

1. Acting in an ethical manner and being role models for the type of behaviours TFN wishes to encourage within the community;
2. Managing the day to day work of the housing department including Tenant relations and maintenance of TFN’s Band-owned rental properties;
3. Overseeing Tenant, Homeowner and Member relations including communication of decisions and coordination of housing decision appeals;

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4. Evaluating the implementation, enforcement and effectiveness of the Housing Policy and recommending changes to the Housing Policy as needed;
5. Liaising between the Housing Department, Administrator, Housing Board and Chief and Council including providing housing related information and updates as requested;
6. Taking an active role in developing and implementing housing strategies in consultation with the Administrator and Housing Board;
7. Chairing housing-related community meetings;
8. Chairing Housing Board meetings when the Administrator is not available;
9. Working closely with the Administrator and Housing Board to seek funding and obtain quotes related to construction of new housing and renovation of existing housing;
10. Communicating with the finance department on collection of Rental Payments and Arrears;
11. Providing recommendations to the Housing Board related to evictions;
12. Preparing and managing a housing budget with the aid of the Finance Department in accordance with the Housing strategy.

2.4.5 Administrator

The Administrator’s housing-related responsibilities include:

1. Chairing the Housing Board;
2. Liaising between the Housing Manager and the Housing Board and Chief and Council;
3. Making operational decisions in the circumstance that the Housing Manager is unable to due to a conflict of interest; and
4. Signing housing-related contracts and agreements within the limitations contained in Council’s governance policy and the Administrator’s job description.

2.4.6 Social Assistance Department

The Social Assistance Department’s housing-related responsibilities include:

1. Administrating basic shelter on reserve; and
2. Coordinating social assistance and rental housing payments.

2.4.7 Finance Department

The Finance Department’s housing-related responsibilities include:

1. Managing financial accounts related to housing including tracking rental payments and arrears;
2. Working with the Housing Manager and Housing Board to prepare the annual housing budget for Council approval;

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- 3. Liaising with the Housing Manager to prepare the information needed for the annual financial audit for reporting to CMHC;
- 4. Coordinating expenditures from the Replacement Reserve;
- 5. Receiving rental payments, damage deposits, and purchase fees on behalf of TFN; and
- 6. Receiving payments from governmental entities and programs for housing related matters and administrating these funds on behalf of TFN.

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3 ELDER’S HOUSING

3.1 ELIGIBILITY FOR ELDER’S HOUSING

The eligibility requirements for Elder’s housing include the applicant being:

1. A Member;
2. At least 55 years of age with priority given to those aged 65 and older;
3. Capable of living independently (i.e. not requiring full time care);
 - Are in good health
 - Can manage medications and doctor’s appointments on your own
 - Do not need assistance with activities of daily living
4. Able to provide proof of sufficient income to pay monthly rental fees;
5. Financial means to have all utilities connected and paid on an ongoing basis; and
6. In good financial standing with TFN (i.e. is not in rental arrears and does not owe monies to TFN for any reason).

3.2 APPLICATION PROCESS FOR ELDER’S HOUSING

The application process for Elder’s Housing is as follows:

1. Applicants must complete the Rental Application Form;
2. The Housing Department will verify that the Applicant meets all the Elder’s housing eligibility requirements;
3. Once the Applicant has satisfied the eligibility requirements (s) he will be placed on the Elder’s housing waiting list.

3.3 SELECTION PROCESS FOR ELDER’S HOUSING

1. The Housing Manager will review the Elder’s Housing waiting list and create candidate profiles for the five candidates at the top of the waiting list.
2. The Housing Manager will convene a Housing Board Meeting and the Housing Candidate Evaluation Form will be used to assess candidates.
3. The preferred candidate will be chosen based on the following criteria in the following order:
 - a. Highest needs based on current housing situation (per Assessment);
 - b. Age of the applicant with preference being given to the eldest Applicants; and
 - c. Next in line on wait list based on application date.

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4. The Housing Manager will notify the selected candidate with an offer for housing; the candidate will have 5 days to accept or decline the offer.
5. If a candidate declines a rental unit they may remain on the waiting list in their current position and the unit will be offered to the next most eligible candidate.
6. A Rental Agreement must be completed by the Applicant prior to move in date.

3.4 ELDER’S HOUSING TENANT RESPONSIBILITIES

The responsibilities of Tenants renting Elder’s Housing are as follows:

1. Agreeing to and abiding by the terms and conditions of the Rental Agreement;
2. Paying a monthly rental fee on the first day of day of each month;
3. Hooking up all utilities and making the corresponding utility payments;
4. To indemnify and save the TFN harmless from all liabilities, fines, suits, and claims of any kind which the TFN may become liable for or suffer for by reason of the Tenant’s occupancy of the Rental Unit;
5. To not do anything or omit to do anything which may render void or voidable any insurance placed on the Rental Unit by the TFN;
6. To purchase personal property insurance as this is not covered under the Band’s insurance policy;
7. To abide by the rules, regulations, and bylaws of the TFN; and
8. To keep the Housing Department advised of all persons visiting for an extended period of time or living in the Rental Unit and to ensure that only persons who are immediate family members reside in the residence unless the TFN grants written permission for others to reside in the Rental Unit.

3.5 MAINTENANCE FEES

1. In exchange for maintenance fees, all routine maintenance of the Elder’s housing, yard and driveway will be coordinated by the TFN Housing Department;
2. Failure to pay Maintenance Fees will treated the same as a failure to pay rent and will be subject to the same collection and eviction policies and procedures that apply to the collection of rent;
3. Tenants on Social Assistance will have their maintenance payments coordinated through the Social Assistance Department of TFN; In accordance with the Rental Agreement, maintenance fees will be the first payment deducted from social assistance income.

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3.6 NON-ELDER OCCUPANCY IN ELDER’S HOUSING

TFN recognizes that there may be circumstances where Elders wish to have a non-Elder family member reside with them, and this will be accommodated under the following conditions:

1. The Elder’s unit has two bedrooms and there are no more than three people sharing a two bedroom unit (for example an Elder couple and one non-Elder family member);
2. Non-Elder occupants are immediate family members of the Elder including any minors under the care of the Elder;
3. Non-Elder occupants, other than minor children, provide TFN with a criminal record check prior to occupancy;
4. Non-Elder occupants, other than minor children, sign a Rental Agreement with TFN;
5. Non-Elder occupants, other than minor children, pay a damage deposit and the monthly rent specified in the TFN Rental Agreement;

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4 BAND-OWNED RENTAL HOUSING

4.1 ELIGIBILITY FOR BAND-OWNED RENTAL HOUSING

The eligibility requirements for Band-Owned Rental Housing include the applicant being:

1. A Member;
2. At least 18 years of age;
3. Able to provide proof of employment or income sufficient to pay monthly rent;
4. Evidence of reliable tenant history (e.g. references from previous landlords);
5. In good financial standing with TFN (i.e. is not in rental arrears and does not owe monies to TFN for any reason);
6. Financial means to pay utilities at all times; and
7. Willing to take any required training prior to occupancy.

4.2 APPLICATION PROCESS FOR BAND-OWNED RENTAL HOUSING

The application process for Band-owned Rental Housing is as follows:

1. The Housing Department will notify the community via newsletter and social media when new rental housing becomes available;
2. Each time a new Band-Owned Rental Unit becomes available interested Applicants must complete a Rental Application Form.
3. The Housing Department will verify that the Applicant(s) meet the eligibility criteria;
4. The Housing Department will make a decision on the most eligible Applicant and all Applicants will be notified of the decision;
5. A Rental Agreement must be completed by the Applicant prior to move in date. If an Applicant declines or is denied a rental unit they will be required to reapply in the future.

4.3 SELECTION PROCESS FOR BAND-OWNED RENTAL HOUSING

The Housing Manager will review applications for Band-Owned Rental Housing and make a decision based on the eligibility of the Tenant and the suitability of the Tenant in relation to the type of rental unit available. The Housing Manager will choose the Applicant whose needs most closely match the type of housing available. Given the short supply of Band-owned Rental Housing at TFN, it is important to effectively use housing resources. Applicants who disagree with the decision may make a formal complaint to the Housing Board.

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4.4 BAND-OWNED RENTAL HOUSING TENANT RESPONSIBILITIES

The responsibilities of Tenant’s renting Band-owned Rental Units are as follows:

1. Agreeing to and abiding by the terms and conditions of the Rental Agreement;
2. The Tenant will be responsible for ensuring their rent payment is received by the Band office on the first of the month, for that month’s rent.
3. Following the housing policy including regarding complaints and appeals (i.e. taking concerns to the Housing Manager and Housing Board rather than Chief and Council);
4. All routine maintenance of the Rental Unit and the yard and driveway corresponding to the Rental Unit;
5. Hooking up all utilities and making the corresponding payments;
6. To indemnify and save the TFN harmless from all liabilities, fines, suits, and claims of any kind which the TFN may become liable for or suffer for by reason of the Tenant’s occupancy of the Rental Unit;
7. To not do anything or omit to do anything which may render void or voidable any insurance placed on the Rental Unit by the TFN;
8. To abide by the rules, regulations, and bylaws of the TFN; and
9. To keep the Housing Department advised of all persons living in the Rental Unit and to ensure that only persons who are immediate family members reside in the residence unless the TFN grants written permission for others to reside in the Rental Unit.

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5 RENT-TO-OWN HOUSING

5.1 ELIGIBILITY FOR RENT-TO-OWN HOUSING

The eligibility requirements for Rent-to-Own Housing include the Applicant being:

1. A Member of TFN;
2. At least 18 years of age;
3. Able to provide proof of employment and/or sufficient income to pay the rent on a sustained basis;
4. References from previous landlords;
5. In good financial standing with TFN (i.e. is not in rental arrears and does not owe monies to TFN for any reason);
6. Able to have all utilities connected in their name;
7. Ability to assign to TFN a one acre parcel of land as collateral if proposing to build on CP land;
8. Willing to take all required training prior to occupancy.

5.2 APPLICATION PROCESS FOR NEW RENT-TO-OWN HOUSING

The application process for new Rent-to-Own Housing is as follows:

1. TFN Housing Manager will notify individuals on the Rent-to-Own waiting list, by phone and in writing, or through social media that new Rent-to-Own housing is coming available;
2. Interested individuals must complete a Rental Application Form and provide a letter describing their intention to purchase the home after 10 consecutive years of tenancy;
3. The Housing Department will verify that the Applicant meets all the Rent-to-Own eligibility requirements;
4. If the Applicant satisfies the Rent-to-Own eligibility requirements (s)he will become a candidate for the Rent-to-Own Housing selection process;

5.3 SELECTION PROCESS FOR NEW RENT-TO-OWN HOUSING

1. The Housing Manager will convene a Housing Board Meeting and the Board will use the Housing Candidate Evaluation Form to assess eligible candidates (see Section 2.3.4).
2. The candidate who scores the highest based on the anonymous evaluation process will be notified by the Housing Department and offered the Rent-to-Own housing; the candidate will have 5 days to accept or decline the offer.

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3. If a candidate declines the Rent-to-Own Housing they may remain on the waiting list in their current position and the housing will be offered to the next most eligible candidate based on the housing candidate assessment process.
4. A Rental/Purchase Agreement must be completed by the Applicant prior to move in date.

5.4 REQUEST TO PURCHASE RENT-TO-OWN HOUSING

After ten years of consecutive tenancy in Rent-to-Own housing, Tenants may make a written request to purchase the Rent-to-Own housing from TFN. If the Tenant is in arrears on the tenth year anniversary date, the Tenant has 30 days to fully satisfy the outstanding amount, inclusive of Bank of Canada rates of interest. If the Tenant fails to make a full payment within 30 days, the Tenant forfeits the right to purchase Rent-to-Own Housing. The Tenant may re-apply to purchase Rent-to-Own Housing after another 10 years.

5.5 CERTIFICATE OF OWNERSHIP

Once the mortgage has been paid in full, a Tenant may make a written request for a Certificate of Ownership. TFN Council will issue a Certificate of Ownership, if the following conditions are met:

1. The Tenant has proof of living in the same Rent-to-Own unit for the duration of the mortgage;
2. The Tenant does not have any outstanding arrears on the Rent-to-Own property or otherwise owe monies to TFN;
3. The Tenant has requested a Certificate of Ownership in writing;
4. The Tenant has paid consideration of \$1.00 for the premises, and
5. The Tenant has entered into an agreement to assume any debts, insurance or other costs associated with the unit.

A Certificate of Ownership establishes that the Tenant independently owns the unit and holds an interest in land in relation to the Rent-to-Own housing, in a manner consistent with the *Spousal Property Act* and the *Land Code*.

TFN bears no further responsibilities for the maintenance and insurance of a home independently owned by a Member. TFN is responsible for infrastructure up to the private property boundary and homeowners are responsible for infrastructure on their private property.

5.6 RENT-TO-OWN HOUSING TENANT RESPONSIBILITIES

Rent-to-Own Tenants are responsible for the following:

1. Agreeing to and abiding by the terms and conditions of the Rental/Purchase Agreement;
2. The Tenant will be responsible for ensuring their rent payment is received by the Band office on the first of the month, for that month's rent. Should the Tenant cease to pay rent,

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for any reason whatsoever, the Rent-to-Own unit will be returned to the TFN with no compensation for past rent paid on the Rent-to-Own unit.

3. All routine maintenance of the Rent-to-Own Unit including taking care of the yard and driveway;
4. Hooking up all utilities and making the corresponding payments;
5. To indemnify and save the TFN harmless from all liabilities, fines, suits, and claims of any kind which the TFN may become liable for or suffer for by reason of the Tenant's occupancy of the Rent-to-Own Unit;
6. To become familiar and keep up to date with the insurance policy under which TFN has insured the Rent-To-Own Unit, and not do anything or omit to do anything which may render void or voidable any insurance placed on the Rent-to-Own Unit by the TFN;
7. To abide by the rules, regulations, and laws of the TFN; and
8. To keep the Housing Department advised of all persons living in the Rent-to-Own Unit and to ensure that only persons who are immediate family members reside in the residence unless the TFN grants written permission for others to reside in the Rent-to-Own Unit.

5.7 RENT-TO-OWN HOUSING ON CP LAND

Members who wish to build Rent-to-Own housing on CP land must temporarily transfer to TFN a surveyed one acre parcel of land on which the house will be built. This land transfer will be registered by the housing department in the Indian Land Registry and once the mortgage has been paid in full, the one acre parcel will be allotted back to the homeowner along with the Certificate of Ownership.

5.8 DEFAULT OF RENT-TO-OWN HOUSING ON CP LAND

If a Rent-to-Own Tenant is unable to continue making rent payments on a Rent-to-Own home that has been built on CP land, TFN will work with the Tenant to try to transfer the home to a family member that is eligible for Rent-to-Own Housing per the criteria specified in this policy. If no such eligible family member exists or agrees, then the Tenant forfeits to TFN the Rent-to-Own house and the land on which it's built.

5.9 TRANSFER OF RENT-TO-OWN HOUSING

Anyone to whom a Member's interest is transferred or who continues to reside in the Rental Unit is obligated to abide by the terms of the Rental/Purchase Agreement and this policy.

5.9.1 Transfer of Rent-to-Own Housing in the Event of Death or Mental Incompetence

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For the purposes of this section, Rental/Purchase Agreements are regarded similarly to an interest in land, according to the *TFN Spousal Property Law* and Section 35 of the *TFN Land Code*:

The *TFN Spousal Property Law* indicates upon the death of the spouse, the other may not claim, take, or pursue an interest in TFN property held by the other spouse, and the interest in the Rent-to-Own Housing will be determined by the last will and testament or administration of the estate of the other spouse.

Non-Members cannot inherit the Rental/Purchase Agreement, nor Rent-to-Own Housing.

The *TFN Land Code* indicates that, subject to the limitation on Non-Members set out in this Policy or applicable laws Ts'kw'aylaxw has enacted, in the event that a Member holding an interest dies intestate and is survived by a spouse or dependent who does not hold a registered interest, or the Member is declared incompetent, the Member's spouse or dependent, may where their usual place of residence was with the Member at the time of the Members death or declaration of incompetence continue to reside on and use the property until the Member's interest is disposed of under this the *Land Code*. Spouses and dependants, regardless of residence, may make an application for the transfer of the Member's interest and Council will decide the application on its merits.

The spouse or dependent, as a new Tenant, must meet the eligibility requirements stipulated in the original Rental/Purchase Agreement.

If the Tenant's spouse or dependent is a Non-Member, they are not entitled to continue residing in the Rental Unit and will be requested to vacate the property within 12 months of the date of death or declaration of mental incompetence.

5.9.2 Transfer of Rent-to-Own Housing in the Event of Marital Breakup

Where Rent-to-Own Housing is regarded as use or occupancy of matrimonial real property by the *TFN Spousal Property Law* which is based on Section 36.3 of the *TFN Land Code*, upon the breakdown of a marriage:

1. a child of the spouses should have a right to reside in the matrimonial home until the age of majority or until other arrangements have been made in the best interests of that child;
2. spouses have the right to resolve spousal property matters by contract or agreement;
3. each spouse should have an equal right to possession of the matrimonial home;
4. each spouse should be entitled to an undivided half interest in the matrimonial home as a Tenant in common;
5. the rules and procedures will not discriminate on the basis of sex; and
6. the spouses have the right to mediation and the arrangement of a contract or agreement they will bear the costs for.

In order to follow these policies, TFN will adhere to the following guidelines regarding the occupation of Rent-to-Own Housing in the case of marital breakdown:

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1. It is considered that each spouse should have an equal right to possession of the matrimonial home.
2. Where one spouse is a Non-Member, upon marital breakdown, that spouse no longer has a right to occupy or possess the Rent-to-Own housing, unless:
 - a. it was the matrimonial home;
 - b. the child of the marriage is a Member, under 18, and resides in the matrimonial home;
 - c. the Non-Member is the child’s custodial parent;
 - d. the duration of the right to occupy or possess is not longer than the Non-Member’s life;
 - e. no Interspousal Contract or court order states anything to the contrary; and
 - f. Council registers its written consent on the condition that once the child turns 18 or once the Non-Member ceases to be the child’s custodial parent, the Non-Member no longer has a right of possession or occupancy of the Rent-to-Own Housing.

Note that a Non-Member is not able to transfer the right of occupancy or possession, unless to transfer the right back to the Non-Member’s former spouse who previously had the right of occupancy and possession, subject to the written approval of Council.

3. Where both spouses are Members, and only one spouse has signed on to the Rental Tenancy or Rental/Purchase Agreement, and the Rent-to-Own Housing is the matrimonial home, spouses are entitled to an undivided half interest in the matrimonial home as a Tenant in common; *or* where both spouses have signed the Rental Tenancy or Rental/Purchase Agreement; they must come to a resolution regarding who will sign onto a new Rental Agreement/Rental Purchase Agreement for the Rental Unit;
4. Where both spouses have signed the Rental/Purchase Agreement, they must come to a resolution regarding who will sign onto a new Rental Agreement/Rental Purchase Agreement for the Rental Unit;
5. Where a resolution cannot or will not be reached, but one or both parties wants to settle the issue of occupancy of the Rental Unit, the spouses must submit to mediation and give notice to each other, then submit notice of request to the Housing Board, in accordance with the *Spousal Property Law*. The Housing Board will arrange for a qualified mediator and follow the procedure in the *Spousal Property Law* to resolve the issue. The spouses will bear the costs of the mediator;
6. TFN follows court and custody orders, and will make housing-related decisions to satisfy these orders.
7. Any transfers of interest are accompanied by the written consent of Council.

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5.10 RENT-TO-OWN PAYMENT DEFERRAL AND EXTENSIONS

TFN recognizes that sometimes emergency or unexpected situations can occur that limit a Tenant's ability to pay rent in full on time. For Tenants who have entered into a rental/purchase agreement with TFN, TFN may allow Tenants to defer or extend a rental payment under the following terms and conditions;

- The Tenant notifies TFN before the rent is due on the 1st of the month;
- The Tenant is otherwise in financial good standing with TFN;
- The Tenant works with TFN to determine a mutually acceptable repayment schedule:
 - Option 1: pay the overdue rent in installments over a three month period; or
 - Option 2: defer the full payment to the end of the term of the mortgage in exchange for a \$100 administration fee payable at the time of the deferral. An agreement to pay will be signed by the Tenant and attached to the rental/purchase agreement;
- The Housing Board agrees to the repayment schedule.

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6 INDEPENDENTLY OWNED HOUSING

6.1 ELIGIBILITY

Independently Owned Housing is housing on TFN Reserve Land owned by individuals who do not have an active Rental or Rental/Purchase agreement with TFN. Homes on CP lands are typically independently owned.

Rent-to-Own Tenants become Independent Homeowners upon paying the last rent payment in fulfillment of the mortgage of their Rental/Purchase Agreement. The Rental/Purchase Agreement stipulates that:

“The premises will be owned by TFN for the first ten (10) years from _____ to _____. After ten years the tenant will have the option to enter a Rent to Own mortgage. If the Tenant meets all of the eligibility requirements specified in TFN’s housing policy, the Tenant may write a letter to TFN housing requesting to Rent to Own. If accepted, the Rental/Purchase Agreement will be updated and signed by the Tenant and TFN. When the mortgage is paid in full the Tenant will have the option to purchase the home for the price of \$1.00 to be paid to TFN.”

Refer to Section 5.5 for conditions and procedures related to attaining a Certificate of Ownership.

6.2 TFN DOES NOT SUPPORT INDEPENDENTLY OWNED HOUSING

Independent Homeowners are not entitled to receive Routine Maintenance or Extraordinary Maintenance support from the Housing Department. Independent homeowners assume all responsibility, all maintenance, repairs, and insurance (including liability). TFN is responsible for infrastructure up to the private property boundary and homeowners are responsible for infrastructure on their private property.

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7 GENERAL HOUSING POLICIES

7.1 OCCUPANCY

7.1.1 Jurisdiction of Occupancy Policies

Occupancy policies apply to all TFN Lands and to all Band-Owned Rental Housing, including Rent-to-Own and Elder’s units.

7.1.2 Permanent and Primary Residency

(a) *Primary Residence*

Tenants are allocated Rental Units with the expectation that the Rental Units will be each Tenant’s primary residence.

(b) *Written Notice*

A Tenant is required to provide written notice to the Housing Department of any planned absence from the Rental Unit of 14 or more consecutive days, and to make arrangements with the Housing Department to ensure that Rent payments continue for the duration of the absence.

(c) *Planned Absence*

A Tenant will not be authorized to undertake a planned absence from a Rental Unit for more than 1 year, except for the purpose of education, which must be pre-approved by TFN Housing.

(d) *Site Visit*

A Tenant who is on a planned absence is required to arrange for a weekly-on site visit and to appoint someone to take over the Tenant’s responsibilities while (s)he is away, and to advise the Housing Department in writing that this is being done. If the Tenant cannot arrange for a person to undertake these services, the Tenant must inform the Housing Department and the Housing Department will carry out these services which will be charged to the Tenant as an additional fee. Any additional insurance costs associated with a vacant property will also be passed onto the Tenant.

7.1.3 Overcrowding

To avoid overcrowding, the Rental Agreement specifies who is authorized to reside in the rental unit. Tenants shall keep the TFN Housing Department advised of all persons living in the rental unit as per the Rental agreement, and shall ensure that only persons who are immediate family members (i.e. spouse, dependent child, parents) reside in the rental unit unless otherwise approved by TFN.

7.1.4 Marital Property in Compliance with TFN Land Code/Spousal Law

TFN adheres to the following guidelines regarding Marital Property where it applies to Tenancy and Rental Housing occupation in the case of marital breakdown:

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1. It is considered that each spouse should have an equal right to possession of the matrimonial home *unless* one of the spouses is a Non-Member of TFN, who upon ceasing to be spouses with the Member, would then forfeit their right to occupancy unless a valid interspousal contract or court orders otherwise;
2. Where both spouses are Members, and only one spouse has signed on to the Rental Tenancy or Rental/Purchase Agreement, *or* where both spouses have signed the Rental Tenancy or Rental/Purchase Agreement; spouses are entitled to an undivided half interest in the matrimonial home as Tenants in common, *and* they must come to a resolution in writing regarding who will sign onto a new Rental Agreement/Rental Purchase Agreement for the Rental Unit;
3. Where a resolution cannot or will not be reached, but one or both parties wants to settle the issue of occupancy of the Rental Unit, the spouses must submit to mediation and give notice to each other, then submit notice of request to the Housing Board, in accordance with the *Spousal Property Law*. The Housing Board will arrange for a qualified mediator and follow the procedure in the *Spousal Property Law* to resolve the issue. The spouses will bear the cost of mediation;
4. TFN follows court and custody orders, and will make housing-related decisions to satisfy these orders.

7.1.5 Non-Member Occupancy upon Death

Non-Members do not have rights of ownership to property or homes located on TFN Lands. Housing related claims resulting from estate matters shall be referred to the Housing Department. If the Principle Tenant who is a TFN member dies, then any Non-Member residing at the rental housing will be required to vacate the residence within 12 months of the date of the death.

The Housing Manager shall be notified, in writing, of any material changes in tenancy.

Anyone to whom a Member’s interest is transferred or who continues to reside in the Rental Unit is obligated to abide by the terms of the Rental Agreement or Rental/Purchase Agreement and this policy.

A Non-Member is not able to transfer the right of occupancy or possession.

7.1.6 Sub-letting

Sub-letting of TFN rental units is not permitted except in the case of a student leaving to attend school for an extended period of time. In this case, the Tenant shall make a written request to the Housing Manager asking permission to sublet the rental unit for a specific period of time. The approved subletting of Rent-to-Own housing will be considered as continuous residency unless the rent is not paid.

All temporary Tenants must meet the Band-Owned Rental Eligibility criteria contained in this policy.

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If the request to sublet is approved, TFN will enter into a tri-partite rental agreement with the Sub-lessee and the Tenant for the period of time agreed to. The Sub-lessee will be responsible for paying rent directly to TFN and ensuring that all other terms of the rental agreement are fulfilled. The Tenant will be responsible for any debts that accrue during the subletting of a rental unit.

If TFN approves the subletting of Rent-to-Own Housing, the temporary interruption in residency will not impair the Tenant's eligibility to purchase the house.

7.1.7 Duty to Inform TFN

Tenants of Rental Housing are expected to advise the Housing Department in the case of:

1. a change in the occupants or number of occupants living in the Rental Unit.
2. any and all kind of damages of the Rental Unit; or
3. any factors that may be contributing or causing damage to the residence, or that may pose a health risk for others (e.g. flooding, mold, or illegal or prohibited activity at or near the residence).

7.2 INSURANCE

TFN will purchase house insurance for the structure and major appliances within all Rental and Rent-to-Own units. All Tenants are responsible for purchasing contents insurance for their personal belongings. TFN is not responsible for insurance of independently-owned housing.

7.3 VACANCY/ABANDONMENT

7.3.1 Notice to Vacate

Tenants shall notify the Housing Department in writing at least thirty (30) days in advance when they plan to vacate a Rental Unit.

7.3.2 Notice to End Tenancy for Cause

The Housing Department may provide thirty (30) days of notice to end tenancy for cause based on any of the following reasons:

1. Tenant is repeatedly late paying Rent;
2. Tenant has allowed unauthorized occupants to reside in the unit;
3. Tenant or person(s) permitted on the property by them has:
 - a. significantly interfered with or unreasonably disturbed another occupant or the community at large;
 - b. seriously jeopardized the health or safety or lawful right of another occupant or the community at large;

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- c. put TFN's property at significant risk;
- 4. Tenant has engaged in illegal activity that has or likely to:
 - a. damage TFN property;
 - b. adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant or the community at large;
 - c. jeopardized a lawful right or interest of another occupant or the community at large;
- 5. Tenant has caused extraordinary damage to the unit;
- 6. Tenant has not done required repairs of damage to the unit;
- 7. Breach of a material term of the Rental Agreement that was not corrected within a reasonable time after written notice to do so; or
- 8. Tenant has assigned or sublet the Rental Unit without permission.

If the basis for the Notice to End Tenancy for Cause arises from a complaint, the notice will only be served after the policy for complaints has been followed.

7.3.3 Abandonment

For the purposes of this section, the “date of deemed abandonment” means the date the Rental Unit is deemed to be abandoned.

A Rental Unit is deemed to be abandoned when:

- 1. either
 - a. the Tenant has been absent from the Rental Unit for 45 or more consecutive days without having provided written notice of the planned absence to the Housing Department; or
 - b. Rent and/or utility payments for the Rental Unit are in arrears for 30 days or more and the Tenant has not communicated with the Housing Department regarding the arrears; and
- 2. the Tenant has been provided with notice of deemed abandonment by mail and at least one of either telephone, fax, email, or alternate mailing address, and has neither returned to the Rental Unit nor contacted the Housing Department regarding the arrears within 14 days of the date the notice was sent. The notice must contain the contact information for the Housing Department, a direction to contact the Housing Department regarding return or arrears, that return or contact regarding arrears must be made within 14 days of the notice, and the consequence of failing to do so.

For greater certainty, no date of deemed abandonment can occur before the 45 day absent period (or, if applicable, the 30 days arrear payment period) and 14 day notice period are up.

(a) *Abandonment as Eviction*

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A Tenant who abandons a Rental Unit is deemed to have been evicted and will be responsible for paying:

1. the Rent for the month following the date on which the Rental Unit is deemed abandoned;
2. any Arrears; and
3. any costs to repair damage to the Rental Unit that occurred during the Tenant’s absence, all of which will be a debt owed to and recoverable by TFN.

7.4 RENTAL RATES AND DEPOSITS

7.4.1 Rental and Maintenance Fee Rates

The rental rates and maintenance fees for Elder’s Housing, Band-Owned Housing, and Rent-to-Own Housing are contained in Appendix 2.

7.4.2 Rent Increases

Rates are subject to review and may be increased on an annual basis at the discretion of TFN Chief and Council. When adjusted, this Rent will become the Rent due and payable. TFN will notify the Tenant in writing and give a 60 day notice of the Rent adjustment.

7.4.3 Damage Deposits

The Band will hold as security against damages to the Rental Unit a Damage Deposit equal to one half the Rent upon the Tenant signing the Rental or Rental/Purchase Agreement.

Should a Tenant vacate or abandon the premises, the Band will return the Damage Deposit, if the Move-out Inspection has shown no damage. If a unit is damaged beyond normal wear and tear from ordinary use, the Band can subtract repair costs and give the Tenant the balance plus interest along with the reasons for deductions. Any unpaid Rents can also be deducted from the Damage Deposits.

7.5 PAYMENT AND COLLECTIONS

7.5.1 Rent Collection / Payment Procedures

Consistent Rent collection is necessary in order to secure the revenues needed to pay the costs of maintaining housing, paying insurance, and paying housing loans. The following Rent collection guidelines are in place:

1. The Tenant agrees to pay the Band the monthly rent in advance, on the first day of each month at the Band Office or at such other place as the Housing Department may hereinafter from time to time direct. Payment shall be made in cash or by certified cheque or money order, made payable to Ts’kw’aylaxw First Nation.
2. If the tenant is receiving any moneys from the Band, the Tenant may enter into an agreement with TFN to have the amount of the rent and any arrears automatically deducted from wages, educational payments, social assistance, contracts, etc.

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3. If the Tenant is receiving income from any source other than TFN, the Tenant will be responsible for ensuring the Rent payment is received by the Band on the first of the month for that month’s rent.

7.5.2 Late Payments

If payment is not received on or before the first day of the month it will be considered late. If payments are not made by the fifth (5th) day of the month, a Notice of Eviction may be issued.

7.5.3 Emergency Circumstances

In emergency circumstances, payments made after the first day of the month will not be considered late. The Tenant must contact the Housing Department as soon as the emergency is known, request a permission to pay after the first day of the month, and provide submissions justifying the request. The Housing Manager and/or the Housing Board will consider the request and submissions, make a decision as to the validity of the emergency circumstances, notify the Tenant of the decision and reasons, and provide further instruction on payment of Rent owing.

7.5.4 Payment Extensions

If the Tenant cannot pay Rent on the first of the month, the Tenant may make a request in writing to the Housing Manager asking for a maximum two-week extension. The request must be made prior to the first of the month and must include submissions justifying the request. Approval of the request will depend on the Tenant’s ability to pay at that later date. The Housing Manager and/or the Housing Board will consider the request and submissions, make a decision to approve or reject the request, notify the Tenant of the decision and reasons, and provide further instruction on payment. A Tenant may apply for an extension no more than once a year.

7.5.5 Arrears Collection Process

The collection process for Rent in arrears is as follows:

1. A penalty of \$10 for every day the rent is late (i.e. past the first day of the month) will be charged by TFN and will be immediately due and payable.
2. If rent is not received on or before the 1st day of the month and no extension has been requested, an eviction notice will be given on the fifth day of the month. The Tenant will have 10 days (from the date of letter registration or hand delivery) in which to pay the outstanding Rent or they must vacate the premises by the 16th day.
3. If any rental payments are in arrears and outstanding, whether the Tenant is currently living in the home or not, TFN may exercise its option to recover any and all moneys outstanding through deductions from wages, social assistance payments, education payments and/or any contracts. TFN may seek a garnishee of wages or any other means available.
4. Tenants that are in arrears may enter into an Arrears Repayment Agreement with the Housing Department to repay the amount owing. The Housing Manager will work with

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Tenant to determine the most appropriate terms of the Arrears Repayment Agreement. If this Agreement is breached by the Tenant, TFN will return to making such deductions as those described in item three (3).

7.5.6 Tenant Account Statement

For all overdue accounts the Housing Department, by the fifth (5th) business day of every month, will generate Tenant Account Statements, which will include the following information.

5. Previous outstanding balance (if any);
6. Previous month’s rental charges;
7. Previous month’s payments;
8. Current month’s rental charges;
9. Total balance due; and
10. Aged to 30, 60, 90 day.

Tenant Account Statements will be mailed to the Tenant each month.

7.6 EVICTION

Eviction results in termination of the Rental Agreement/Rental Purchase Agreement.

7.6.1 Notice of Eviction

Should the Tenant fail to pay his/her rent in full on the first day of each month, the Tenant will receive a “Notification of Rent Arrears”. Upon receipt of this notice the Tenant is required to pay in full immediately the Rent due. If the Rent is not paid in full within the prescribed time as set out in the “Notification of Rent Arrears”, the Tenant may then be issued a Notice of Eviction to vacate the premises.

A Notice of Eviction is considered delivered by the Band if:

1. mailed to the Principle Tenant by registered mail or;
2. Hand-delivered to the unit and accepted by any occupant over the age of 19.

The Notice of Eviction will provide the Tenant with ten (10) days’ notice to vacate the premises and the Tenant shall be presumed to receive the notice once the letter has been delivered.

7.6.2 Tenant Rights

The Tenant facing eviction will have the right to appeal any decision made by the Housing Department to the Housing Board. See Section 2.3.8.

7.6.3 Removal of Personal Possessions

Tenants must remove all personal possessions from a Rental Unit upon the termination of a Rental Agreement/Rental Purchase Agreement.

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If a Tenant leaves personal property in a Rental Unit for which the Rental Agreement/Rental Purchase Agreement was terminated, the Tenant will have (7) seven days from the date the Notice of Eviction expires or, in the case of abandonment, the deemed date of abandonment to obtain permission from the Housing Department to enter the Rental Unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion.

The Tenant will be responsible for any costs incurred by the Housing Department to secure and protect the Rental Unit and in disposing of the personal property, and these costs will be a debt owed to and recoverable by TFN. The proceeds from personal property disposed of by TFN may be used to offset its costs.

7.6.4 **Removal of Individuals**

In the event that the occupants willfully resist giving up possession of the premises, the Tribal Police will be called to assist in the removal of the individuals from the property.

7.7 HOUSING INSPECTION, MAINTENANCE, AND REPAIRS

7.7.1 **Maintenance and Repairs during Occupancy**

All routine maintenance is the responsibility of the Tenant. This includes day to day up-keep of Rental Units such as cleaning and keeping the house tidy, washing the windows, maintaining the area surrounding the house to maintain its clean and sanitary condition, free of weeds and debris, etc. If Tenants do not perform routine maintenance TFN will hire contractors to complete the maintenance and these costs will be billed to the Tenant.

Preventative Maintenance and Extraordinary Maintenance is the responsibility of TFN. Tenants must make their requests for maintenance in writing using a Request for Maintenance and Repairs Form and submit this to the Housing Manager.

7.7.2 **Structures and Appliances**

All household structures and appliances in place prior to a Tenant moving in are the property of TFN. Structures are not to be altered in any way without prior written consent of the Housing Manager or his/her designate.

Appliances are not to be lent, sold, traded or held as collateral. These structures and appliances will remain the property of TFN.

7.7.3 **Plumbing and Water Damage**

Tenants will immediately report to the Housing Department any water damage to their unit, such as broken pipes, leaking sinks toilets, tubs, etc.

7.7.4 **Notification of Changes or Repairs**

No expenditures will be reimbursed to Tenants without prior approval from the Housing Manager or his/her designate.

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Tenants wishing to make cosmetic or structural changes to a TFN rental unit must submit a written request detailing the nature of the changes. No alterations, additions, or renovations are to be made by Tenants without prior written consent from the Housing Manager or his/her designate. This includes, but is not limited to, the installation on the interior or exterior of the unit of air conditioning, cable service, receiving devices, antennas, outbuildings, painting, landscaping, or fire pits. There will be no compensation to Tenants for such work.

7.7.5 Notice to Enter Premises

The Housing Department will provide a 24 hour written notice of requirement to enter a residence. This includes but is not limited to the collection of water samples by staff for health and safety reasons. The 24 hour notice may be waived provided the Tenant gives her or his prior written authorization for the Housing Department to enter the residence.

7.7.6 Locks and Keys

After a Tenant signs a Rental Agreement with the TFN, (s) he will be given keys to her or his residence. A copy of keys for all on-reserve Rental Units will be kept by the TFN Housing Department.

When tenancy ends the keys must be returned to the Housing Department in order to receive the Damage Deposit. If the keys have been lost, the Tenant shall pay for the cost of the replacement.

The Housing Department will ensure that all keys for the Rental Units are kept secured except when used by the Housing Department and other authorized TFN personnel for reasons outlined in this Housing Policy.

In the event that a key becomes lost or stolen, the Tenant must inform the Housing Department as soon as possible that the key is lost /stolen and it will be replaced at the Tenant's cost.

7.7.7 Derelict or Abandoned Vehicles

No abandoned vehicles, vehicles not in working condition, uninsured vehicles, or any miscellaneous vehicle parts are to be left in the yard of a Rental Unit. TFN will remove derelict, unlicensed or abandoned vehicles that are deemed to be a safety hazard at the expense of the Tenant.

7.7.8 Utilities, Heating and Telephone

Tenants are required to arrange for the connection of utilities, heating, and telephone services to the Rental Unit and to pay their own utilities, heating and telephone services. As per the Rental/Tenancy Agreement, all utilities must be in working order at all times. The Housing Department must be notified immediately if there is no electric power to the home for a period of longer than 12 hours.

7.7.9 Animals/Pets

The Tenant may not keep a pet unless permission is given by the Housing Department. In the case that a Tenant would like to keep a pet, the objective of TFN is to ensure public and Tenants

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health and safety are not at risk, that property is protected from damage, and that every Tenant has the same privileges and responsibilities. If, in the discretion of the Housing Department, the Housing Department determines that one or more of these objectives cannot be met in the circumstances or ceases to be met, the Tenant's request for permission may be denied or the previous permission may be revoked.

The following guidelines will ensure fair treatment for those who keep a pet in a TFN Rental Unit:

1. TFN can end the tenancy if the pet(s) are disturbing other tenants unreasonably, if it threatens the safety of TFN community members, staff or other Tenants, or if the pet has caused damage to the property;
2. The property must be kept in sanitary conditions for the benefit of their neighbours at all times;
3. The Tenant is liable for damage caused by a pet, must repair any damage caused, and can be ordered to pay costs which TFN incurs because of the pet(s);
4. There is a pet Damage Deposit which will be paid along with the Damage Deposit and kept in a separate account. This will only be returned if there is no damage caused by the animal; and
5. The Tenant will be given a written notice from the Housing Department and will be given reasonable notice to correct the problem.

For the safety of the community, All Tenants must keep their dogs on a leash and with the owner, and have an adequate pen from which they cannot escape. Breaching these requirements will also be considered grounds for the termination of the Rental/Purchase Agreement.

Pets must be kept in accordance with the relevant Bylaws and health and safety standards, and must be contained and kept with owner in order to not pose a threat to other Members of the community. Upon Move-Out of a residence, Tenants must clean any residue left by animals and deodorize the premises.

7.7.10 Preventative and Routine Maintenance

Preventative Maintenance is the responsibility of TFN and will be carried out by the Housing Department. Preventative Maintenance involves taking care of the home before something breaks or goes wrong and include things like fixing loose railings and gutters, ensuring that appliances are properly installed and vented, and attending to any major leaks or plumbing issues that may damage the Rental Unit if left unattended for a period of time. Preventative Maintenance repairs will be identified during the Annual Inspection.

All Routine Maintenance is the responsibility of the Tenant. Routine Maintenance includes day to day up-keep of Rental Units such as cleaning and keeping the house tidy, washing the windows, maintaining the area surrounding the house to maintain its clean and sanitary condition, free of weeds and debris, etc.

Routine Maintenance will also include minor repairs and replacement of such things as light bulbs, broken windows (if damaged by the Tenant), closet doors, door knobs, switch covers,

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hand rails, towel bars and screens. The tenant will not mark or deface the interior or exterior walls of the house nor will the tenant use any sticky tape, e.g., masking tape on any painted surfaces Expenditures for routine maintenance must have approval from the Housing Manager before being executed to be eligible for reimbursement.

Upon request TFN will execute minor repairs or replacements, and the Tenant will be billed accordingly.

7.7.11 Extraordinary Maintenance due to Neglect or Damage

Extraordinary Maintenance is necessary when major household items wear out or break down, e.g.: leaking hot water tanks, refrigerator, stove, washer, dryer. When this happens the Tenant will make a written list of required repairs and bring it to the Housing Manager at the Band Office. The Housing Manager or his/her designate will then issue a work order and arrange for the necessary repairs which will be completed at TFN’s expense.

Neglected items in the home of the Tenant will be the sole responsibility of the Tenant to repair. When the inspection is complete the Tenant will be given one month to fix the neglected repairs and if not repaired within that month an eviction notice will be served.

7.7.12 Move-in Inspections

Move-in Inspections follow these procedures:

1. When the Tenant moves in, both the Housing Manager and the Tenant, for the purpose of itemizing the condition of the house will perform an inspection (a “Move-In Inspection”). This inspection will be compared with the Move-out Inspection done later to determine the Tenant’s responsibility.
2. The Housing Manager will instruct all new Tenants on the proper use and regular maintenance of wells, pressure tank, hot water tank, the furnace, and breaker switches. This is to include specific instructions on pilot lights and procedure when leaving the house empty for any length of time. Fire procedures, including use of fire extinguishers, chimney fire problems, etc., will also be reviewed.

7.7.13 Annual Inspections and Follow-up Inspections

Annual inspections will follow these procedures:

1. Annual Inspections will be performed on each rental unit typically during the month of April.
2. TFN will provide the Tenant with reasonable notice of the time and date of the Annual Inspection.
3. If the Tenant does not provide access to the rental unit on the specified date, the Tenant will be responsible for complying with an Annual Inspection within one month of the date of the originally scheduled inspection.

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4. At the time of the Annual Inspection, any items in need of Routine Maintenance will be recorded and communicated to the Tenant. Items in need of extraordinary maintenance will be recorded and communicated to the Housing Manager.
5. The Tenant will then have one month to complete the Routine Maintenance, and must submit to a follow-up Inspection at the end of the one month period.
6. If the Routine Maintenance is not completed within one month, TFN will hire a qualified professional to complete the Routine Maintenance and the Tenant will be charged for the full cost of the maintenance including the contractor’s time and materials. Failure to accommodate maintenance efforts will result in eviction.

7.7.14 End of Tenancy Inspection Reports

End of Tenancy follows these procedures:

1. When the Tenant moves out, the Housing Manager and the Tenant, for the purpose of itemizing the condition of the house, will perform an inspection (a “Move-out Inspection”).
2. If the Move-out Inspection shows any misuse or negligence on the part of the Tenant, TFN will determine whether or not the cost of repairs should be recovered from the Tenant and/or hold back the damage deposit.
3. If a Tenant moves out of a unit without telling TFN, two representatives of the Band will perform a Move-out Inspection the unit at the earliest time possible and record the condition of the unit.
4. Both of TFN’s representatives shall sign a copy of the inspection report, attesting to the best of their knowledge the state of the property. TFN’s representatives shall take photographs of the condition of the rental unit.
5. TFN will, at the request of the Tenant, provide a quote for the repairs from an independent qualified professional.

7.7.15 Repairs and Replacements upon Vacancy

Upon vacancy, repairs and replacements the following procedures apply:

1. When a house is vacated, a Move-out Inspection will be completed before the damage deposit will be refunded.
2. If a dwelling is vacated and not cleaned, the Tenant will be charged for cleaning, and reasonable costs associated with the cleaning will be deducted from the damage deposit.
3. The Tenant will be responsible for any costs associated with any damage caused by negligence or abuse during the Tenant’s term.
4. The Housing Department shall ensure that repairs and maintenance is completed before a new Tenant moves in.

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7.7.16 Damage Caused by Vandalism

Damage caused by vandalism must be reported to the Housing Manager and to the Tribal Police. Where an act of vandalism is reported to the Tribal Police and Housing Department and where the subsequent investigation does not result in an association of liability with the Tenant, other occupants or guests of the Tenant as determined by the Tribal Police, the Housing Department will undertake the repair of the damage and will pay the insurance deductible, if applicable.

7.7.17 Water, Septic, and Garbage Disposal

TFN shall ensure that the following services are provided and regularly maintained for all on-reserve Band-owned rental housing:

1. Water;
2. Septic; and
3. Garbage collection.

TFN is not responsible for water or septic for Independently Owned Housing.

7.7.18 Driveway Maintenance

Tenants are responsible for clearing snow, maintaining and repairing their own driveways and private roads.

7.7.19 Emergency Entry

Housing staff or persons authorized by the TFN may enter an occupied residence in the event of an emergency such as flooding, fire, gas leak, or any other emergency. Tenants will be contacted before entry, if possible.

7.8 HOUSING REPAIR AND RENOVATION SUBSIDIES

Some funding is available from Indigenous and Northern Affairs Canada and CMHC to support housing repairs. See a summary below (source: <http://www.aadnc-aandc.gc.ca/eng/1365633246696/1365633456531#aan>). For more information contact the Housing Department.

7.8.1 Renovation Subsidy (non CMHCH housing)

The maximum allowable renovation subsidy is fifty per cent (50%) of a new home subsidy: where renovation costs exceed the renovation subsidy amount, the First Nation must arrange for other financing to cover the balance.

The following criteria must be met for a project to be eligible for renovation subsidies:

- the home is at least ten (10) years old;

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- the home has not received AANDC housing subsidies (new home or renovation) within the last ten (10) years;
- renovations must extend the structural and/or mechanical life expectancy of the home by at least fifteen (15) years;
- work must meet or exceed BC Building Code standards;
- energy efficiency-type proposals are considered case-by-case, subject to the scope of work, estimated increase in asset life expectancy and available AANDC funding.

The following are not eligible for AANDC housing subsidy support:

- lot servicing and hook-ups for road access, water, sewer, septic and electrical services;
- cosmetic repairs (such as interior flooring, molding, fixtures and painting) and other non-structural items (possible exceptions are cosmetic repairs required in the course of AANDC approved renovations, such as mould remediation work); and
- homes receiving CMHC's Section 95 Social Housing Program funding are not generally eligible for AANDC renovation subsidies. Check with Canada Mortgage & Housing Corporation Housing for available subsidies.

7.8.2 Mould Renovation Subsidy (Non-CMHC Housing)

AANDC BC Region provides a mould renovation subsidy to assist First Nations with mould remediation. Mould renovations are more complicated, and can be more costly than regular renovations, therefore AANDC BC Region may approve up to twice the renovation subsidy amount for eligible mould remediation project costs.

For example, if a First Nation's eligible renovation subsidy is \$10,000, but there is mould contamination that is deemed a health risk by a Health Canada Officer, then the eligible mould remediation subsidy will be \$20,000 (the same as a new construction subsidy).

The first step, then, in assessing the extent of mould contamination is to request Health Canada to assess the affected housing unit. Upon the First Nation's request, Health Canada will arrange for a local Environmental Health Officer (EHO) to visit and assess the mould damage in a home. Health Canada then provides the First Nation with an official letter and report.

Upon receiving this letter and report, the First Nation's Housing Manager seeks competitive quotes from qualified mould remediation contractors for mould removal and home repair. Both the Health Canada report/letter of assessment, and the competitive contractor quotes must be submitted with the AANDC mould renovation subsidy application.

CMHC also provides training for mould remediation. Further information is available on the home maintenance section of the CMHC Web site at: www.cmhc.ca/en/ab.

Under the Non-Capital Mould Expenditures (NCME) program, a First Nation may access funding for members on social assistance who have incurred additional living expenses as a result of

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mould renovations. The NCME program provides reimbursement for costs associated with mould remediation, such as temporary replacement shelter, clothing, bedding, furniture, etc. It is available when both of the following apply:

- the individual member is receiving social assistance support
- Health Canada has assessed the home to be a health and safety risk.

Housing Managers should contact an INAC Social Development Officer or Funding Services Officer for information on making an application.

7.8.3 CMHC Housing Repair and Renovation Subsidies

Canada Mortgage and Housing Corporation (CMHC) provides housing assistance on-reserve through two programs: the Non-Profit Rental Housing Program (Section 95 program), and the Tenant Rehabilitation Assistance Program (RRAP).

The Non-Profit Rental Housing (Section 95) program assists First Nations with constructing, purchasing, rehabilitating, and administering on-reserve rental housing. The program provides subsidies to assist with covering rent shortfalls and housing maintenance costs.

This CMHC subsidy runs for the duration of the CMHC loan agreement used to finance the construction of the housing project.

For homes not under CMHC Section 95 agreements, CMHC provides the Tenant Rehabilitation Assistance Program (RRAP), which provides financial assistance to First Nations and their members to repair existing housing units to meet minimum health and safety standards. Repairs can include home alterations to enable access for disabled persons.

First Nations applying for RRAP subsidies can also apply for AANDC renovation subsidies. For projects that request funding support from both AANDC and CMHC programs, AANDC will require additional information in the form of:

- a letter from CMHC confirming CMHC's allocation to the project
- a Band Council Resolution (BCR) confirming any required First Nation's financial contribution
- a BCR confirming that the First Nation will cover the total amount of the rehabilitation or restoration project in the event that the RRAP does not cover its entire cost.

Contact TFN housing department for more information on accessing repair and renovation subsidies.

7.9 HEALTH AND SAFETY

7.9.1 Mould

Tenants are responsible for cleaning mould on windowsills and minor mould that occurs in their housing. It is recommended that Tenants wear personal protection equipment such as a duct mask and gloves when cleaning mould. An effective cleaning solution for cleaning minor mould is a mixture mild detergent with hot water. In cleaning carpets, it is recommended that Tenants use

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a high efficiency air filter, and that all surfaces, in the unit, including floors, walls, ceilings and shelves, be cleaned thoroughly. For serious mould issues see Section 7.8.

7.9.2 Home Fire Safety

Tenants are responsible for keeping the unit and surrounding area in a fire safe condition at all times. Tenants will be responsible for checking to see if smoke alarms are in working order and checking the date on the fire extinguishers. No free-standing space heaters will be allowed without the written consent of the Housing Department.

Principle Tenants are responsible for planning a home fire escape plan. A Home Safety Checklist will be provided along with the Rental Agreement/Rental Purchase Agreement.

7.9.3 House Fires

All house fires will be immediately reported to emergency services and the TFN Housing Department.

7.9.4 Open Burning

Tenants may not construct or light open-flame fires (including but not limited to burning barrels, recreational fires, bonfires, fire pits and/or camp fires). All open burning is banned; the TFN Council may grant special permission for ceremonial fires to be burned during funerals with specific conditions imposed to protect the safety of the community.

7.9.5 Illegal Activity

Tenants are strictly prohibited from carrying on or permitting others to carry on illegal activity in their residence. TFN will inform the appropriate authorities in the event that illegal or prohibited activity is taking place or has occurred. The Housing Department will evict any Tenant carrying on or permitting others to perform illegal activity in their unit.

7.9.6 Storage and Transport of Firearms

All Tenants are responsible for the safer storage and transport of firearms in accordance with Canadian regulations. For more information on firearm safety visit RCMP's Firearm Safety website at <http://www.rcmp-grc.gc.ca/cfp-pcaf/fs-fd/storage-entrepotage-eng.htm>.

7.10 TENANT EDUCATION AND SUPPORT SERVICES

7.10.1 Home Maintenance Training

After Tenants are chosen for the new housing units, the Housing Manager, will hold a housing meeting for new Tenants. The meeting may consist of information sharing on: 1) The construction process and 2) the operations process.

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(a) *Construction Process:*

The Housing Manager will outline all the steps of construction from project start to completion. The Tenants will be informed at which stages their input is required (such as plans, extras, colour selection). The construction schedule will be laid out.

(b) *Operations Process:*

The Housing Manager will go through the Housing Policy. This document will be used as the source of information to ensure all issues are addressed. This will detail the rights and responsibilities of both the Tenant and TFN.

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