
HOMALCO FIRST NATION

RENTAL HOUSING POLICY

FEBRUARY 2020

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1.0 DEFINITIONS

“Allotment” means an interest granted in First Nation Land that entitles a Member to lawful possession of such lands in accordance with 20 of Indian Act.

“Arrears” means Rent or other housing-related payments that are owed by a Tenant and have come due to the First Nation or a financial institution and have not been received by the payment due date.

Authorized Occupant means a person who is permitted to reside in a Rental Home under the terms of a Rental Agreement but who is not a Tenant.

“Band Council Resolution” or **“BCR”** means a resolution of the Council made at a duly convened meeting of Council.

“Certified Independent Building Inspector” means a building inspector who has documented certification from the Building Officers Association of BC and who is qualified to inspect for compliance with the National Building Code and the BC Building Code.

“CMHC” means the Canada Mortgage and Housing Corporation

“Council” means the duly elected Chief and Council of the Homalco First Nation.

“CP” means an official document issued under section 20 of the *Indian Act* to confirm an individual right of legal possession to First Nation Land allotted in accordance with section 20 of the *Indian Act*, R.S.C. 1985 C. I-5, as amended.

“Elder” means a Member who is recognized as an Elder by the First Nation.

“FHRMIRA” means the *Family Homes on Reserves and Matrimonial Interests or Rights Act* (S.C. 2013, c. 20), as amended.

“First Nation” means the Homalco First Nation.

“First Nation House” means a house that is owned by the Homalco First Nation and that is occupied by a Tenant under the terms of a Rental Agreement and includes the lands on which the house is situated.

“First Nation Land” means the I.R. 9 and any lands set apart by Canada now or in the future as reserve lands of the First Nation.

“First Nation Law” means any law, bylaw, regulation, rule or policy of the Homalco First Nation.

“Household Composition” means the number of people in a household, their ages, genders and relationships to one another.

“Housing Department” means the First Nation department responsible for the administration of First Nation housing programs and includes the Housing Manager and any staff of the Housing Department.

“Housing Manager” means the First Nation employee responsible for managing the day to day operations of the Housing Department, and the delivery and administration of the First Nation’s housing programs and services.

“Housing Policy” means this Rental Housing Policy, adopted and enacted on [date], as amended from time to time, unless otherwise specified.

“ISC” means Indigenous Services Canada.

“Indian Act” means the *Indian Act* R.S.C. 1985, c.1-5, as amended.

“Member” means an individual whose name appears or is entitled to appear on the Membership List.

“Membership List” means the list of persons who are Members of the First Nation that is maintained by ISC pursuant to s. 9 of the *Indian Act*, R.S.C. 1985 C. 1-5, as amended.

“Minister” means the Minister of Indigenous Services Canada as defined in the *Indian Act*, or the Minister’s delegate.

“NOS” means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household based on Household Composition.

“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 the First Nation as described in a Rental Agreement in return for the right to occupy a Rental Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the First Nation in connection with the tenancy.

“Rental Agreement” means a written agreement made between the First Nation and a Tenant under this Housing Policy that confers on the Tenant a right to occupy a Rental Home in exchange for the payment of Rent to the First Nation, and includes any renewal of a Rental Agreement.

“Rental Home” means a First Nation House or Rent-to-Own Home that is owned by the First Nation and that is occupied by a Tenant under the terms of a Rental Agreement and includes the lands on which the house is situated.

“Spouse” means either of two persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least one year and includes persons of the same gender.

“Tenant” means a person who has entered into a Rental Agreement and pays Rent or who is required to pay Rent to the First Nation in return for the right to use and occupy a Rental Home.

2.0 ADMINISTRATION

2.1 Authority of the Policy

2.1.1 This Housing Policy is made under the authority of Band Council Resolution #**[insert#]** effective as of **[date]** and takes the place of all previous and existing housing regulations and policies within the scope defined below in section 2.2.

2.2 Scope of the Policy

2.2.1 This Housing Policy applies to all Rental Housing on Homalco First Nation Land, to all Rental Agreements, and to all housing services provided or administered by the Housing Department.

2.2.2 This Housing Policy does not apply to:

- (a) Allotments of Homalco First Nation Land to Members; or
- (b) Third party interests in Homalco First Nation Land.

2.3 Applicable Laws

2.3.1 This Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable Homalco First Nation Laws and federal, provincial, or territorial legislation, including those listed below:

Applicable Federal, Provincial, or Territorial Legislation:

- a) Family Homes on Reserves and Matrimonial Interests or Rights Act (S.C. 2013, c. 20); and
- b) Bill C-45 “An Act respecting Cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts”

2.4 Illegal, Criminal or Unwanted Activity

2.4.1 The First Nation is committed to preserving and protecting the health, safety and well-being of the First Nation, its Members and all persons who live, work and visit First Nation Land in order to ensure a safe community free of illegal, criminal or harmful activities and that everyone can enjoy.

2.4.2 Activity that jeopardizes the health, safety and well-being of the First Nation, its Members and other persons living, working or visiting First Nation Lands will not be tolerated and the First Nation will vigorously enforce all applicable laws and policies in respect of all such activities:

- (a) disruptive or disorderly conduct and disturbing the peace;

- (b) sale of drugs (including cannabis);
- (c) sale of alcohol;
- (d) illicit goods/services;
- (e) gambling;
- (f) loan sharking;
- (g) bootlegging;
- (h) loitering; and/or
- (i) sex trade.

2.5 Application of Human Rights and Privacy Legislation

- 2.5.1 The First Nation is subject to the Canadian Human Rights Act in the provision and administration of housing services and allocation of housing and lands.
- 2.5.2 Human rights legislation and policies prohibit discrimination and harassment in the provision of a service or residential accommodation.
- 2.5.3 The First Nation is subject to the *Personal Information Protection and Electronic Documents Act*, which regulates the collection, use and disclosure of personal information by federal works, undertakings and businesses.

2.6 Roles and Responsibilities

Chief and Council

2.6.1 The roles and responsibilities of Chief and Council include:

- (a) Overseeing and approving housing and land use planning and community strategies;
- (b) Identifying and lobbying for housing funding;
- (c) Ensuring that housing services and programs are administered in accordance with principles of procedural fairness and natural justice and in compliance with applicable laws and policies;
- (d) Reviewing and approving housing goals, objectives, strategies, and budgets related to the delivery and administration of housing programs and services;
- (e) Reviewing, approving, and adopting housing policies, procedures and amendments thereto;
- (f) Supporting the Housing Department and the Housing Manager in the implementation and enforcement of housing policies and procedures;
- (g) Reviewing Housing Department recommendations and making decisions regarding such recommendations, including amendments to this policy and applications for housing and/or housing programs and services;
- (h) Ensuring all housing programs and services are provided as intended.

Housing Department

2.6.2 The roles and responsibilities of the Housing Department include:

- (a) Administering all housing programs and services;
- (b) Implementing and enforcing the Housing Policy and other housing related Laws, plans, and agreements; and
- (c) Providing guidance, recommendations, and support to the Chief and Council in the delivery and administration of housing programs in accordance with policies and procedures.
- (d) Researching new program options and issues that may impact delivery of the housing program and identifying new approaches to the delivery of on-reserve housing;
- (e) Delivering housing education and information to Members, including conducting community meetings and workshops, to encourage successful homeownership and tenancy;

- (f) Ensuring that Members have access to this Housing Policy, any reports of the Housing Department and all applicable Laws;
- (g) Maintaining the value of the First Nation's housing stock in a cost-effective manner and in accordance with this policy;
- (h) Monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Chief and Council as needed;
- (i) Supporting the Chief and Council in annual review of housing goals, objectives, strategies, policies, and procedures;
- (j) Preparing annual reports, workplans, and budgets as required; and
- (k) Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant, Homeowner, and Tenant records in accordance with privacy laws;
- (l) Working with other First Nations and First Nation organizations to resolve issues of common purpose;

Tenants

2.6.3 The roles and responsibilities of Tenants include:

- (a) Reading, understanding, and complying with the terms and conditions of this Housing Policy, any applicable Laws and any Rental Agreement or other housing-related agreements to which they are a party, including paying Rent and complying with maintenance requirements; and
- (b) Participating in community meetings and workshops and engaging with the Housing Department and where appropriate or necessary.

First Nation Members

2.6.4 The roles and responsibilities of First Nation Members include:

- (a) Contributing views on existing and future housing programs, policies, and procedures; and
- (b) Supporting implementation of housing goals, objectives, policies, and procedures as approved by Chief and Council.

2.7 Amendment Procedures

- 2.7.1 If the Housing Department identifies minor amendments to the Housing Policy or any associated template documents, agreements, or forms that are necessary, the Housing Department will provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- 2.7.2 If the Housing Department identifies substantive amendments to the Housing Policy or any associated template documents, agreements, or forms that are necessary, the Housing Department will consult with the Members and upon receiving feedback from the Members, the Housing Department will provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- 2.7.3 Council may approve recommendations of the Housing Department made under 2.7.1 and 2.7.2 and may make the required amendments to the Housing Policy or associated template documents, agreements, or forms by Band Council Resolution and will advise the Housing Department accordingly.
- 2.7.4 If Council determines that minor amendments to the Housing Policy or any associated template documents, agreements, or forms are necessary, Council may make such amendments by Band Council Resolution and will advise the Housing Department and Housing Department accordingly.
- 2.7.5 Amendments take effect:
- (a) on the date they are approved by the Council; or
 - (b) on another date as determined by Council.
- 2.7.6 The Housing Department will record any amendments to this Housing Policy or associated documents, including terms of reference and template documents, agreements, or forms that are made in accordance with this section on the Policy Amendment List and the amendments will be numbered consecutively by date of approval.
- 2.7.7 If an amended Housing Policy or associated document is reissued, it will be identified by date and will cancel and replace all previous issues.
- 2.7.8 If any template document, agreement, or form is amended, the Housing Department will ensure that all templates in use are current and will take all previous versions of the templates out of circulation.
- 2.7.9 The Housing Department will post notice of any amendments in the Housing Department office and, if the amendment will affect existing Tenants, will provide written notice of the amendment to such Tenants.

3.0 OCCUPANCY PROCEDURES

3.1 Occupancy Procedures

3.1.1 Before occupying a Rental Home, a prospective Tenant must:

- (a) attend an orientation meeting with the Housing Department to:
 - (i) review the Rental Agreement, Housing Policy and Homalco First Nation property insurance documents;
 - (ii) review maintenance and repair responsibilities; and
 - (iii) identify any issues that require resolution prior to commencement of the tenancy,
- (b) participate in a Move-In Condition Assessment of the Rental Home in accordance with section 18.2.1 of this Policy;
- (c) pay the first month's Rent to the Homalco First Nation;
- (d) pay the security deposit in accordance with section 15.1.1 of this Policy;
- (e) if applicable, pay the pet damage deposit in accordance with section 15.1.2 of this Policy;
- (f) obtain approval for any Authorized Occupants and provide information as required for the Rental Agreement;
- (g) provide signed copies of Occupants' Covenants from all Authorized Occupants that are over the age of majority;
- (h) execute the Rental Agreement and related documents.

3.1.2 A prospective Tenant must complete all of the processes required under this section within 10 working days of accepting an offer of tenancy and before taking possession of the Rental Home.

3.1.3 If the applicant fails to comply with section 3.1.1 the Housing Department may rescind the offer and re-allocate the Rental Home.

3.2 Tenancy Agreements

3.2.1 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Housing Policy, including to:

- (a) Pay Rent and utility bills on time and in full;
- (b) Be responsible for any damage to the Rental Home due to accident or negligence;

- (c) Maintain the Rental Home in a clean, safe and orderly condition;
- (d) Care for and maintain the lands on which the Rental Home is located;
- (e) Permit only Authorized Occupants to reside in the Rental Home; and
- (f) Comply with all applicable, including the Family Homes on Reserves and Matrimonial Interests or Rights Act and any Homalco First Nation Laws.

3.2.2 In signing a Rental Agreement, the Homalco First Nation agrees to:

- (a) Allow the Tenant and Authorized Occupants to reside in the Rental Home; and
- (b) Provide and maintain the Rental Home in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant.

3.2.3 Each Rental Agreement must be renewed by March 31st of each year and must be updated anytime there are changes to Tenant information, Authorized Occupants or Household Composition. Renewals may include any policy changes and updated Rent calculations.

3.2.4 After a Rental Agreement has been signed by the Tenant, Housing Manager and a quorum of Chief and Council, the Housing Department will:

- (a) Provide the Tenant with a copy of the signed Rental Agreement; and
- (b) Securely keep the original and one copy of the signed Rental Agreement in the Tenant's file at the Housing Department.

3.3 Granting Occupancy

3.3.1 Upon completion of all of the stages in this section an applicant is entitled to occupancy of the Rental Home on the date set out in the Rental Agreement.

3.3.2 The Homalco First Nation will provide the Tenant with keys or other means of access to the Rental Home on or before the day on which the Tenant is entitled to take possession of the Rental Home.

4.0 OCCUPANCY STANDARDS

4.1 Authorized Occupants

- 4.1.1 All persons who reside in the Rental Home on a continual basis for a period of 21 or more days and who are not Tenants must be approved by the Housing Department and listed as Authorized Occupants on the signed Rental Agreement.
- 4.1.2 No changes may be made to the list of Authorized Occupants in a Rental Agreement without the prior consent of the Housing Department, which consent will be given in writing and appended to the Rental Agreement along with an amended list of Authorized Occupants.
- 4.1.3 The Housing Department may refuse any request to approve additional Authorized Occupants where such approval would result in overcrowding or failure to comply with the National Occupancy Standards.
- 4.1.4 A Tenant who allows any person who is not an Authorized Occupant to reside in the Rental Home is in violation of this section and in default of the Rental Agreement and may be evicted for cause in accordance with section 9.3 of this Housing Policy.

4.2 Guests

- 4.2.1 The Homalco First Nation will not unreasonably prevent the Tenant from having guests in the Rental Home.
- 4.2.2 Tenants may permit guests to stay at the Rental Home for a maximum period of up to 21 consecutive days.

4.3 Tenant Responsibility

- 4.3.1 Tenants are responsible for the actions of all Authorized Occupants and guests residing in the Rental Home, including any conduct which results in damage to the Rental Home or is otherwise in violation of the Rental Agreement or this Housing Policy.

5.0 TENANCY REVIEW MEETING

5.1 Tenancy Review Meeting

5.1.1 Within at least 30 days prior to the expiry of a Rental Agreement, the Housing Department will arrange for a Tenancy Review Meeting between the Homalco First Nation and the Tenant at a mutually agreeable date, time and location.

5.1.2 The purposes of the Tenancy Review Meeting are to:

- (a) Determine if there is a mutual desire between the Homalco First Nation and the Tenant to renew the Tenancy;
- (b) Review any housing issues or concerns;
- (c) Review the Rental Agreement, the Housing Policy, and any applicable Homalco First Nation Laws;
- (d) Confirm household composition; and
- (e) Renew and sign a new Rental Agreement.

5.1.3 Tenants who do not renew and sign a new Rental Agreement are required to pay rent until the end of the current Rental Agreement and vacate the Rental Home by March 31st and in accordance with section 10 of this Housing Policy.

6.0 RENT RATES

6.1 Rent Rates

- 6.1.1 Rents are set by the Homalco First Nation based on the type and size the home as well as the phase or project that constructed the home. These rates can be found in the Universal Rental Regime Schedule.
- 6.1.2 Rent is set by the Homalco First Nation and may be subject to CMHC or other operating agreements.
- 6.1.3 Rent Rates will be reviewed annually and may be increased once each year.
- 6.1.4 Any adjustments to Rent will be set by the Housing Department as of December 1st each year.
- 6.1.5 The Housing Department will give Tenants at least 3 months' written notice of any Rent increases.

7.0 PAYMENT OF RENT

7.1 Payment of Rent

- 7.1.1 Funds collected by the Housing Department as Rent contribute to the cost and maintenance of housing for all Members and protect the Homalco First Nation's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Rental Agreements.
- 7.1.2 Rent is due and must be paid in full on the first day of every month.
- 7.1.3 In the event a Tenant moves-in or vacates a Rental Home on a day other than the first day of the month, the payment for that month will be prorated.
- 7.1.4 No partial payments or post-dated cheques will be accepted without the prior written consent of the Housing Department.
- 7.1.5 If the Housing Department accepts a partial payment of Rent, the Homalco First Nation does not waive the requirement for the Tenant to pay the remaining Rent owing.

7.2 Payment Methods

- 7.2.1 Rent may be paid by the following methods:

- (a) Cash;
- (b) Certified cheque, money order or bank draft;
- (c) Social Development Transfer; or
- (d) Wage Deduction.

Employees or contractors doing work for the Homalco First Nation, and any other person on the Homalco First Nation's payroll may complete a Consent to Wage Deduction to have their Rent deducted directly from their paycheque.

7.3 *[if applicable: Annual Statement of Account]*

- 7.3.1 On an annual basis, the Housing Department will provide each Tenant with an annual statement of account confirming:
- (a) Rent payments received; and
 - (b) Any Arrears or other housing-related debt owed by the Tenant.

8.0 ARREARS

8.1 Arrears

- 8.1.1 All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.
- 8.1.2 Rent is in Arrears if the full amount is not paid by 4:30pm on the first day of the month.
- 8.1.3 The Housing Department may charge a reasonable fee to recover administrative costs associated with Arrears collection, including any NSF charges.
- 8.1.4 If provided for in the Rental Agreement, the Homalco First Nation may charge interest on any Arrears.

8.2 First Notice of Arrears

- 8.2.1 The Housing Department will send the Tenant a First Notice of Arrears 5 days after the date the Rent was due and owing.
- 8.2.2 The First Notice of Arrears will state:
 - (a) The amount of Arrears;
 - (b) The applicable interest rate for the Arrears, if provided for in the Rental Agreement;
 - (c) That the Tenant has 15 days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
 - (d) That if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 15 days, the Homalco First Nation will terminate the Rental Agreement by issuing a Notice of Eviction.

8.3 Second and Final Notice of Arrears

- 8.3.1 The Housing Department will send the Tenant a Second and Final Notice of Arrears 15 days after the date the Rent was due and owing.
- 8.3.2 The Second and Final Notice of Arrears will state:
 - (a) The amount of Arrears;
 - (b) The applicable interest rate for the Arrears, if provided for in the Rental Agreement;
 - (c) That the Tenant has 5 days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and

- (d) That if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 5 days, the Homalco First Nation will terminate the Rental Agreement by issuing a Notice of Eviction.

8.4 Arrears Repayment Agreement

8.4.1 The purpose of an Arrears Repayment Agreement is to assist a Tenant to rectify any Arrears as soon as possible in a manner which is manageable for the Tenant.

8.4.2 In determining whether to enter into an Arrears Repayment Agreement with a Tenant, the Housing Department may consider:

- (a) The income of the Tenant;
- (b) Whether the Tenant has previously had Arrears;
- (c) Whether the Tenant has previously entered into Arrears Repayment Agreements and whether the Tenant defaulted on any of those agreements;
- (d) The amount of the Arrears; and
- (e) Any other circumstances which the Housing Department, in its sole discretion, considers applicable in determining whether to agree to an Arrears Repayment Agreement.

8.4.3 If the Housing Department approves an Arrears Repayment Agreement, the terms of the agreement will be negotiated between the Tenant and the Housing Manager and set out in writing in the prescribed Arrears Repayment Agreement.

8.4.4 For greater certainty, an Arrears Repayment Agreement is for Arrears only and a Tenant who enters into an Arrears Repayment Agreement continues to have the obligation to pay Rent as it comes due.

8.5 Persistently Late Payments

8.5.1 If a Tenant regularly pays Rent after the time on which it was due but before any notice of Arrears is issued, the Tenant may not be eligible to renew the Tenancy Agreement.

9.0 TERMINATION OF TENANCY

9.1 Expiration of the Tenancy Agreement

9.1.1 Unless it is renewed, a tenancy ends on the date that a Rental Agreement expires, and the Tenant must vacate the Rental Home in on or before the expiration date and in accordance with section 10 of this Housing Policy.

9.2 Termination of Tenancy by Tenants

9.2.1 A Tenant may terminate the Rental Agreement by submitting a Notice to End Tenancy (available at the Housing Department) to the Housing Department at least 30 days prior to the intended termination date.

9.2.2 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days notice of termination, the Tenant must also pay Rent for the month immediately following the month in which notice was given.

9.2.3 The Tenant must vacate the Rental Home on or before the termination date.

9.3 Termination of the Tenancy by the First Nation

9.3.1 Where a Tenant has breached a term of this Housing Policy or a Rental Agreement, the Housing Department will issue a Notice of Breach to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.

9.3.2 Examples of breaches for which a Notice of Breach may be issued under this section 9.3 includes, without limitation:

- (a) Disturbing the peace;
- (b) Subletting without prior written approval or when not permitted;
- (c) Operating a Home-Based Business without prior written approval or when not permitted;
- (d) Keeping pets without prior written approval or when not permitted;
- (e) Smoking in the Rental Home;
- (f) Failure to comply with maintenance responsibilities;
- (g) Refusal to grant the First Nation unobstructed access to the Rental Home consistent with the Housing Policy and Tenancy Agreement;
- (h) Failure to maintain reasonable health, cleanliness and sanitary standards;
- (i) Refusal to Resolve Disputes;
- (j) Unresolved Tenant Damage;

- (k) Unresolved Pet Damage;
- (l) Failure to honour the terms and conditions of Tenant Damage Repayment Agreement;
- (m) Allowing a person who is are not Authorized Occupant to reside in the Rental Home for more than 21 continuous days;
- (n) Failure to pay rent;
- (o) Failure to honour the terms and conditions of an Arrears Repayment Agreement;
- (p) Changing the locks on the Rental Home;
- (q) Voiding or rendering void-able any insurance policy carried by the First Nation for the Rental Home, or causing the premiums in respect of such policies to be increased;
- (r) Parking on the lawn or anywhere on the premises other than the designated spots(s);
- (s) Allowing persons to take residence in recreational vehicles or any other form of additional shelter that is stored or placed anywhere on the premises without prior written approval from the Landlord and a signed Tenancy Agreement.
- (t) Parking or storage of any automobile that is abandoned, inoperable or that does not have valid insurance; and
- (u) Storage of vehicle parts and accessories.

9.3.3 A Notice of Breach be delivered by hand to an Adult residing in the Rental Home or posted to the front door of the Rental Home with a third-party as witness to the delivery of the Notice.

9.3.4 If the breach is not resolved within the time specified in the Notice of Breach a Tenant will be issued a Final Notice of Breach granting the Tenant a further 10 to resolve the breach, and informing the Tenant that failure to do so will result in the issuance of a Notice of Eviction.

9.3.5 If the breach is not resolved within the time specified in the Final Notice of Breach the Housing Department will provide a report to the Chief and Council along with a recommendation as to whether the Tenant should be evicted.

9.4 Eviction for Severe Breaches

9.4.1 The First Nation may terminate a Tenancy Agreement and serve a Notice of Eviction without a prior Notice of Breach where one or more of the following applies:

- (a) the Tenant has failed to pay the Security Deposit within 30 days of the execution of this Agreement;
- (b) the First Nation determines that the Tenant made false declarations on their housing application and was allocated the Rental Home as a result of the false declarations;
- (c) the First Nation has reasonable cause to believe that the Tenant, an Authorized Occupant and/or guest is engaging in illegal or criminal activities in the Rental Home;
- (d) the First Nation has reasonable cause to believe that the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Home and/or the Landlord's property within the Rental Home; or
- (e) the Tenant ceases to be a First Nation member (only if membership is an eligibility requirement for tenancy).

9.5 Repeated Breaches

9.5.1 If a Tenant receives more than 3 Notices of Breach in one calendar year,

- (a) the Tenant may not be eligible to renew the Tenancy Agreement; or
- (b) the Landlord may terminate the Tenancy Agreement and issue the Tenant a Notice of Eviction even if the Tenant has corrected the breaches for which the Notices of Breach were issued.

9.6 Issuing a Notice of Eviction

9.6.1 If the Housing Department believes that a Tenant should be evicted for any of the breaches outlined above, the Housing Department will provide a report on the tenancy and a recommendation to evict the Tenant to Council.

9.6.2 Council will examine a report and recommendation provided by the Housing Department and will by way of majority decision determine whether to terminate the Rental Agreement and issue a Notice of Eviction.

9.6.3 If Council agrees to evict the Tenant, the Housing Department will serve the Tenant with a Notice of Eviction and the Rental Agreement will be terminated 10 days from the service of that Notice.

9.6.4 A Tenant is liable to pay Rent until the date that the Rental Agreement is terminated.

9.7 Eviction for Failure to Vacate

9.7.1 Where a Rental Agreement has ended in accordance with subsections 9.1, 9.2, or 9.3 a Tenant who fails to vacate the Rental Home may be evicted without a Notice of Eviction in the manner of an evictee subject to such a notice.

10.0 VACATING A RENTAL HOME

10.1 Vacating a Rental Home

- 10.1.1 Tenants must vacate a Rental Home when required to do so under the terms of an agreement and/or a Notice of Eviction or other notice to vacate issued in accordance with this Housing Policy.
- 10.1.2 Vacating a Rental Home means that the Tenant has removed their personal property, returned all keys to the Housing Department, transferred all accounts for utilities back to the Homalco First Nation and has left the Rental Home in a clean, operational and undamaged condition, which includes:
- (a) floors, carpets and walls are cleaned and washed;
 - (b) all light fixtures whole and undamaged with functioning light bulbs in place;
 - (c) appliances cleaned and free of all debris inside and out;
 - (d) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean; and
 - (e) all garbage removed from Rental Home.

10.2 Move-Out Condition Assessment

- 10.2.1 As part of vacating a Rental Home a Tenant is required to participate a Move-Out Condition Assessment in accordance with section 18.2.
- 10.2.2 If a Tenant fails or refuses to participate in a move-in or move-out condition assessment the Housing Department will conduct the move-out condition assessment without the Tenant being present and the cost to repair any damage will be applied against the Tenant's security and/or pet damage deposits..

10.3 Unclaimed Possessions

- 10.3.1 The Tenant is responsible for any costs incurred by the Housing Department to move and/or dispose of any personal property that is left behind and these costs will be a debt owing to and recoverable by the Homalco First Nation.

11.0 PETS AND ANIMAL CONTROL

11.1 Keeping Pets in a Rental Home

- 11.1.1 Tenants are only permitted to have pets in the Rental Homes with the prior written approval the Housing Department granted in accordance with this Housing Policy.
- 11.1.2 The *BC Guide Animal Act* applies.
- 11.1.3 If a Tenant requires a guide animal as defined in the *BC Guide Animal Act* the Housing Department will approve the animal to reside in the Rental Home.

11.2 Authorizing Pets

- 11.2.1 For each pet a Tenant wishes to keep on the Premises, they will submit a Pet Request Form for approval that includes the following information:
 - (a) Whether the pet a guide animal as defined in the BC Guide Animal Act;
 - (b) The pet type and breed;
 - (c) The age and size of the pet;
 - (d) How the pet will be cared for and contained;
 - (e) Confirmation of vaccinations;
 - (f) Confirmation that the pet has been spayed or neutered; and
 - (g) References from a previous landlord.
- 11.2.2 As part of the approval process, the Tenant and the Housing Manager will conduct a condition assessment of the Rental Home in accordance with section 18.2 to confirm the condition and appropriateness of those parts of the Rental Home that may be designated for the housing and care of pets.
- 11.2.3 If the Housing Department approves an application to have a pet in a Rental Home:
 - (a) The Tenant will sign and comply with a Pet Policy Addendum to the Tenancy Agreement; and
 - (b) The Tenant will provide the Housing Department with the pet damage deposit equal to half of one month's Rent which will be held by the Homalco First Nation in accordance with section 15.1 of this Housing Policy.

11.3 Tenant Responsibilities

- 11.3.1 The Tenant is solely responsible for any damage caused to the Rental Home by any animal the Tenant, an Authorized Occupant, or guest keeps at the Rental Home, regardless of whether the Housing Department has approved the animal to reside at the Rental Home.

- 11.3.2 If the Tenant fails to repair any such damage prior to termination of the Rental Agreement, the Homalco First Nation may apply the pet security deposit towards the costs of such repairs.

12.0 CANNABIS AND CANNABIS PRODUCTS

12.1 Smoking and Cultivation of Cannabis Prohibited in Rental Homes

- 12.1.1 *An Act respecting Cannabis and to amend the Controlled Dugs and Substances Act, the Criminal Code and other Acts and the Cannabis Control and Licensing Act* apply on Homalco First Nation Land.

Members are advised that despite recent changes in the law, smoking, growing or otherwise cultivating or producing cannabis and cannabis products is prohibited in all Rental Homes and other buildings owned by the Homalco First Nation except where Council has authorized an exemption for medical purposes.

13.0 SUBLETTING

- 13.1.1 A Tenant must not sublet the Rental Home.
- 13.1.2 If a Tenant sublets the Rental Home, it is a breach of the Rental Agreement for which the Homalco First Nation issue a Notice of Breach in accordance with section 9.3 of this Housing Policy.

14.0 INSURANCE

14.1 Property Damage Fire Insurance - Rental Housing

- 14.1.1 The Homalco First Nation will maintain property and fire insurance for all Rental Homes so long as the Homalco First Nation retains ownership of the Rental Home.

14.2 Contents Insurance

- 14.2.1 Tenants are strongly encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the Tenant's personal property will not be covered under the Homalco First Nation's insurance policies.

14.3 Tenant Covenant

- 14.3.1 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of any insurance policy carried by the Homalco First Nation for a Rental Home.

- 14.3.2 A Tenant will immediately comply with any written notice from the Homalco First Nation or any insurer requiring the performance of works or discontinuance of any use of a house or lot in order to avoid invalidation or cancellation of any insurance policy carried by the Homalco First Nation for a Rental Home.
- 14.3.3 Tenants are responsible for any losses, costs, or damages incurred by the Homalco First Nation for any conduct that voids an insurance policy carried by the Homalco First Nation for a Rental Home.

15.0 SECURITY DEPOSIT

15.1 Security Deposits

- 15.1.1 All Tenants must pay a security deposit that is equal to one month's Rent before taking possession of a Rental Home.
- 15.1.2 A Tenant must pay a pet security deposit that is equal to one half of one month's Rent before a pet may be kept in a Rental Home.
- 15.1.3 Within 15 days of the Tenant vacating the Rental Home at the termination or expiry of the Rental Agreement, or a pet vacating a Rental Home, the Housing Department will make available for pick up a security deposit, to the Tenant unless:
- (a) the Tenant does not leave the Rental Home in the condition as required under section 10 of this Housing Policy;
 - (b) the Tenant agrees in writing to allow the Landlord to keep an amount of the security deposit to cover unpaid Rent or rental arrears or other debts owed by the Tenant to the Landlord under this agreement; or
 - (c) The security deposit has been paid by Income Assistance.

16.0 MAINTENANCE AND REPAIRS

16.1 First Nation Maintenance and Repair Responsibilities

- 16.1.1 The First Nation is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Home, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant and/or guest.
- 16.1.2 Subject to funding availability, the First Nation is responsible for the maintenance, repair and replacement of the following structural, heating, plumbing and electrical systems and major appliances:
- i) inspection and general service of furnaces and other heating devices;
 - ii) inspection and general service of hot water tanks including element replacement and replacement of the complete unit where required;
 - iii) complete service of all plumbing, including replacement of fixtures where required;
 - iv) repair of electrical as required;
 - v) repair and replacement of windows, as necessary;
 - vi) repair and replacement of doors;
 - vii) repair of interior and exterior walls;
 - viii) repair of ceilings and floors;
 - ix) repair of eaves trough;
 - x) repair of the roof;
 - xi) repair and replacement of any appliances described in paragraph 9.7 of this Agreement; and/or
 - xii) any other maintenance deemed reasonable by the Landlord.
- 16.1.3 In addition to the responsibilities set out in section 16.1.3, the Landlord is responsible for the Fire Prevention and Protection Responsibilities in accordance with section 30 of this Housing Policy.
- 16.1.4 The First Nation is additionally responsible for:
- (a) Ensuring that all maintenance and repair work overseen or carried out on the Rental Home by the Housing Department meets or exceeds the requirements of the BC Building Code, any First Nation Laws specifying building standards, and any other applicable by-laws, codes or regulations;
 - (b) Ensuring that all contractors retained by the First Nation have appropriate insurance sufficient to meet the minimum insurance requirements set out in the BC Building Code and that all workers providing maintenance or repair work

are covered by the Workers Compensation Act whether through the independent businesses that employ the workers, or directly through the First Nation;

- (c) Ensuring all structural, heating, electrical and plumbing repair work carried out on the Rental Home is inspected and approved by a Certified Independent Building Inspector; and
- (d) Keeping records of all repairs carried out on the Rental Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

16.1.5 The First Nation may make available to the Tenant, from time to time, home care maintenance and repair training workshops and the Tenant will attend all such workshops as the Tenant is reasonably able.

16.1.6 The First Nation is not required to complete maintenance or repairs to the Rental Home where the Tenant is in Arrears, unless such repairs are required to protect health and safety.

16.2 Tenant Maintenance and Repair Responsibilities

16.2.1 The Tenant is solely responsible maintain reasonable health, cleanliness, and sanitary standards in the Rental Home and the following general maintenance, minor repairs and replacements including without limitation:

- i) maintaining the home and yard in a safe, clean debris free condition;
- ii) snow removal and sweeping walks and driveways;
- iii) keeping lawns mowed and free of fire hazard;
- iv) keeping fireplaced and woodstoves clear of debris and fire hazards;
- v) proper disposal of garbage;
- vi) replacing light bulbs and fuses;
- vii) maintaining lighting fixtures in a clean condition;
- viii) vacuuming carpets on regular basis;
- ix) keeping exits and hallways clear;
- x) keeping appliances clean and in good working order;
- xi) cleaning the dryer filter after every use and ensuring proper venting;
- xii) keeping interior walls clean and in good repair;
- xiii) properly disposing of game, wildlife, fish and shellfish remain.

16.2.2 In addition to the responsibilities set out in section 16.1.1, the Tenant is responsible for the Fire Prevention and Protection Responsibilities as in accordance section 23 of this Housing Policy.

16.2.3 The Tenant is responsible for the proper care and storage of any hazardous materials in accordance with section 23.4 of this Housing Policy.

- 16.2.4 The Tenant will immediately report any and all damage and required maintenance to the Rental Home to the Housing Department by submitting a Maintenance Request Form.
- 16.2.5 The Tenant will ensure that any area where the Landlord is to perform maintenance or repair services is safe and free of clutter, waste and/or other hazards that could render the performance of the maintenance or repairs hazardous.
- 16.2.6 Tenants will not remove any fixtures from the Rental Home.
- 16.2.7 Tenants will not remove any appliances, unless those appliances are the property of the Tenant, from the Rental Home.

16.3 Tenant Home Care and Maintenance Training

- 16.3.1 The Tenant will attend, as the Tenant is reasonably able, any home care maintenance and repair training workshops that the Housing Department may make available time to time.

16.4 No reimbursement for costs that are the responsibility of the Tenant

- 16.4.1 A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in a Tenancy Agreement, or in this Housing Policy.

16.5 Alterations, Additions, and Improvements

- 16.5.1 A Tenant wishing to make any alterations, additions, or improvements to the Rental Home must first obtain written approval of the Housing Department.
- 16.5.2 Unapproved alterations, additions, or improvements may be subject to removal by the Housing Department at the expense of the Tenant.
- 16.5.3 Unless otherwise agreed to in writing, the First Nation is not responsible for the cost of repairs to any unapproved alterations, additions, or improvements.

16.6 Emergency Repairs

- 16.6.1 Emergency Repairs are related to health, safety and structural issues and include, but are not limited to, repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:
- (a) An accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon monoxide detectors;
 - (b) A hazard to the immediate health or safety of Tenants, Authorized Occupants, or any person;
 - (c) The loss or potential loss of an essential service such as electricity, plumbing, or heat; or

- (d) Any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.
- 16.6.2 Tenants are responsible for reporting any circumstance which may warrant an emergency repair to the Housing Department as soon as possible.
- 16.6.3 The Housing Department will make all reasonable efforts to respond to emergency repairs as soon as possible, and, where possible, within 24 hours of receiving notification of the need for emergency repairs.
- 16.6.4 Where emergency repairs are performed by the Housing Department and those emergency repairs were necessary as a result of damage or neglect on the part of the Tenant, the Tenant will be responsible for the cost of those emergency repairs, in accordance with section 17.1 of this Housing Policy.
- 16.6.5 In urgent circumstances where it is necessary for a Tenant to make an emergency repair, or to engage a third party to make an emergency repair, the First Nation will reimburse the Tenant for the costs of that emergency repair, provided that, in the opinion of the Housing Department, that emergency repair was urgently necessary, it was not possible or practical for the Housing Department to make that repair in a timely manner, and the costs of the emergency repair were reasonable.

16.7 No Repairs to Rental Homes in Arrears

- 16.7.1 The First Nation will not make repairs for which it is responsible under this Housing Policy or a Tenancy Agreement where that Rental Home is in Arrears, unless:
 - (a) The repairs are emergency repairs; or
 - (b) The First Nation deems the repairs necessary to preserve the value of its community housing assets.

16.8 Tenant Failure to comply with Maintenance Responsibilities

- 16.8.1 A Tenant who breaches a Rental Agreement or a provision in this policy by failing to comply with their maintenance responsibilities may be issued a Notice of Breach in accordance with section 9.3.1.

17.0 NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM

17.1 Tenant Damage

17.1.1 For the purposes of this section, “Tenant Damage” means damage to a Rental Home caused by the intentional or negligent conduct of:

- (a) The Tenant,
- (b) An Authorized Occupant; or
- (c) A guest of the Tenant or Authorized Occupant.

17.1.2 Tenants are solely responsible for all costs of repairs to a Rental Home and/or replacement of any fixtures or appliances where those costs are a result of Tenant Damage.

17.2 Condition Assessment

17.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a Home Damage Assessment in accordance with section 18.4.1 of this Housing Policy.

17.3 Notice of Tenant Damage

17.3.1 If after completing a Home Damage Assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a Notice of Breach to the Tenant containing the following information:

- (a) The nature and extent of the damage to the Rental Home,
- (b) That the Housing Department has determined that the damage is Tenant Damage,
- (c) The likely necessary repairs and/or replacements to the Rental Home;
- (d) The estimated costs of any required repairs and/or replacements; and
- (e) The options available to the Tenant to pay for the costs of repairs and/or replacements.

17.4 Performance of Repairs

17.4.1 The Housing Department will carry out the repairs and/or replacements in accordance with the *Notice of Breach* and the costs will be invoiced to the Tenant.

17.5 Invoice Payment

- 17.5.1 The Tenant must pay the invoice for Tenant Damage repairs within 30 days of receipt of the invoice by either:
- (a) Paying the amount in full; or
 - (b) Negotiating a Tenant Damage Repayment Agreement with the Housing Department.
- 17.5.2 The Housing Department has no obligation to enter into a Tenant Damage Repayment Agreement.
- 17.5.3 The Housing Department may not enter into a Tenant Damage Repayment Agreement with a Tenant unless the Tenant pays a minimum percentage of the estimated repair costs on the date the agreement is entered into.
- 17.5.4 If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a Tenant Damage Repayment Agreement, the Housing Department may issue a Notice of Breach in accordance with section 9.3.1.

17.6 Tenant Damage Discovered Upon Move-Out or Abandonment

- 17.6.1 Where Tenant Damage is discovered during a move-out assessment, the Housing Department may deduct the costs to repair Tenant Damage discovered from the Tenant's security deposit in accordance with section 15.1.3.
- 17.6.2 Where repair costs exceed the security deposit the Housing Department will forward an invoice stating the repair and/or replacement costs of the Tenant Damage which exceeds the amount of the security deposit.

17.7 Vandalism

- 17.7.1 If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Rental Home, the Tenant must report such damage to the Housing Department and to the RCMP immediately.
- 17.7.2 When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a Home Damage Assessment in accordance with section 18.4.1 of this Housing Policy.
- 17.7.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Rental Home that are caused by third-party vandalism, providing that the Tenant has:
- (a) Reported the break-in and/or vandalism to both the Housing Department and to the RCMP in a timely manner;
 - (b) Filed a police report; and
 - (c) Submitted a copy of the police report to the Housing Department.

- 17.7.4 If the Housing Department, during a condition inspection, finds unreported third party damage to a Rental Home, the Housing Department will:
- (a) File a police report with the RCMP; and
 - (b) Refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.
- 17.7.5 If the Tenant does not report third-party damage to a Rental Home in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.
- 17.7.6 The Housing Department is not responsible for any damage to the Tenant's personal property which is caused by a third party.

17.8 Notice of Default for Significant Damage

- 17.8.1 Where it determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third-party vandalism, the Housing Department may issue a Notice of Eviction.

18.0 CONDITION ASSESSMENTS

18.1 General Policy

- 18.1.1 The Housing Department will conduct condition assessments of all Rental Homes in accordance with this Housing Policy to assess maintenance and repair needs and to identify any misuse or negligence by a Tenant, Authorized Occupant, or guest.
- 18.1.2 Except in the case of emergencies, abandoned Rental Homes or the Housing Department being unable to reach Tenant after reasonable efforts, Tenants must be present for all condition assessments.
- 18.1.3 Except as otherwise specified in this Housing Policy, at the conclusion of any condition assessment, the Housing Department will review the completed Condition Assessment Report with the Tenant and both the Housing Department and Tenant will sign and retain a copy of the report.
- 18.1.4 The Housing Department will keep up-to-date Condition Assessment Reports for all Rental Homes.

18.2 Move-in and Move-out Assessments

- 18.2.1 The Housing Department and Tenant will complete a move-in condition assessment of the Rental Home on or before the day on which the Tenant is entitled to occupy a Rental Home and on or before any day on which the Tenant is entitled to bring a pet to reside in the Rental Home.
- 18.2.2 The Housing Department and Tenant will complete a move-out condition assessment of the Rental Home anytime a Tenant is vacating a Rental Home, and anytime a Tenant ceases keeping a pet at the Rental Home.
- 18.2.3 A move-out condition assessment will be completed on or after the day on which the Tenant ceases to occupy the Rental Home, or on or after the day on which the Tenant ceases keeping a pet in the Rental Home, or on another mutually agreed upon day.
- 18.2.4 The Housing Department will provide the Tenant with a copy of the signed Move-In/Move-Out Assessment.
- 18.2.5 The Housing Department will make reasonable efforts to accommodate a Tenant and will offer no fewer than 3 opportunities to the Tenant to schedule a move-in or move-out condition assessment.
- 18.2.6 If a Tenant fails or refuses to participate in a condition assessment and the Housing Department has complied with the requirements in section 18.2.5, then:
 - (a) If the Tenant has failed or refused to participate in a move-in condition assessment, the First Nation may rescind the offer and re-allocate the Rental Home in accordance with subsection 3.1.3;

- (b) If the Tenant has failed or refused to participate in a move-out condition assessment, the [*Housing Department*] may conduct the move-out condition assessment and complete the Condition Assessment Report without the Tenant being present; and
- (c) The Tenant's right to the return of a security deposit or pet damage deposit, or both, may be forfeited.

18.2.7 Except where a Tenant has abandoned the Rental Home, the Homalco First Nation's right to claim the security deposit or pet damage deposit, or both, is extinguished if the Housing Department fails to:

- (a) Comply with section 18.2.5,
- (b) Participate in either a move-in or move-out condition assessment; or
- (c) Provide the tenant with a copy of the Move-In/Move-Out Assessment.

18.3 Maintenance Planning Assessment

18.3.1 The Housing Department will complete a Maintenance Planning Assessment with the Tenant for each Rental Home every 3 years.

18.3.2 The Housing Department will provide the Tenants at least 7 days written notice prior to the date of assessment.

18.4 Other Assessments

18.4.1 The Housing Department may enter a Rental Home to conduct a condition assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with section 22.1.1 of this Housing Policy.

18.4.2 The Housing Department may retain the services of external inspectors and building experts to conduct a condition assessment of the Rental Home at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with section 22.1.1 of this Housing Policy.

18.4.3 In the case of a health and safety emergency, including natural disasters, the Housing Department or delegate may enter a Rental Home without notice to the Tenant and in accordance with section 22.2.1 of this Housing Policy to conduct an assessment of emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.

19.0 TRANSFER/RELOCATION OF TENANTS

19.1 Transfers Required to meet NOS

- 19.1.1 The Homalco First Nation may require a Tenant to transfer to an alternative available Rental Home, or to exchange Rental Homes with another Tenant, in order to ensure that the Tenant's Household Composition conforms with the National Occupancy Standards.
- 19.1.2 If a Tenant anticipates that the Tenant's Household Composition will change as a result of a birth or death, the Tenant must notify the Housing Department as soon as possible and may request a tenancy transfer if the change to the Household Composition will result in either under-housing or over-housing in relation to the National Occupancy Standards.

19.2 Emergency Transfers

- 19.2.1 The Homalco First Nation may transfer a Tenant to an alternative Rental Home at any time such transfer is required as a result of an emergency (fire, flood, earthquake, etc.). Such transfer may be temporary or permanent as required by circumstances and availability of alternative housing and will be decided on a case-by-case basis.

19.3 Transfer Requested by Tenant

- 19.3.1 A Tenant may request to transfer to another Rental Home at any time and for any reason by submitting a Rental Housing Application to the Housing Department.

19.4 Termination of Previous Tenancy Agreement

- 19.4.1 When a transfer is required or approved, the previous Rental Agreement is terminated, and the Tenant will be required to enter into a new Rental Agreement for the new Rental Home.

19.5 Notice of Transfer

- 19.5.1 If a transfer is required by the Homalco First Nation in accordance with sections 19.1 or 19.2 the Homalco First Nation will provide the Tenant with a written notice 30 days before termination of the existing Rental Agreement

20.0 ABSENCES AND ABANDONMENT

20.1 Extended Absences

- 20.1.1 If a Tenant will be absent from the Rental Home for longer than 21 or more consecutive days, the Tenant must submit a Notice of Absence to the Housing Department.
- 20.1.2 The Housing Department may approve a request for an extended absence at its sole discretion.
- 20.1.3 During an authorized extended absence:
- (a) The Tenant must continue to pay Rent and utilities to identify a local contact person responsible for carrying out the Tenant's responsibilities during the absence; and
 - (b) The Housing Department is responsible for routine preventative maintenance of the Rental Home, including monitoring to prevent vandalism and other hazards.

20.2 Abandoned Rental Homes

- 20.2.1 The Housing Department may deem a Rental Home to be abandoned and resume possession if:
- (a) The Tenant is absent for 30 or more consecutive days without prior written approval of the Housing Department;
 - (b) Rent and/or utility payments for the Rental Home have not been paid for [insert number] or more days;
 - (c) The Tenant has failed to communicate with the Housing Department regarding the absence;
 - (d) The Tenant has failed to respond to a Notice of Abandonment for 21 or more consecutive days].
- 20.2.2 If a Tenant is deemed to have abandoned a Rental Home, the Tenancy Agreement is deemed to be terminated and the Tenant will be responsible for:
- (a) Rent for the month following the date on which the Rental Home is deemed abandoned;
 - (b) Any Arrears or other outstanding housing-related debts; and
 - (c) Any costs incurred by the Homalco First Nation as a result of the Tenant's abandonment of the Rental Home,

all of which will be a debt owed to and recoverable by the Homalco First Nation.

- 20.2.3 The Housing Department may take any action it deems necessary to secure and protect an abandoned Rental Home, including changing the locks or other means of access;
- 20.2.4 Any personal property remaining in an abandoned Rental Home will be handled in accordance with section 10.3 of this Housing Policy.

21.0 KEYS AND LOCKS

21.1 Keys and Locks

- 21.1.1 The Homalco First Nation will retain a copy of the keys for each Rental Home.
- 21.1.2 The Homalco First Nation will not change the locks or other means of access to a Rental Home that is occupied by a Tenant unless the Homalco First Nation also provides the Tenant with new keys or other means of access. The Homalco First Nation may at its sole discretion and at any time change the locks on a vacant Rental Home.
- 21.1.3 Tenant(s) will not change the locks or other means of access to a Rental Home.

22.0 HOMALCO FIRST NATION ENTRY OF THE RENTAL HOME

22.1 Homalco First Nation Entry with Notice for Reasonable Purpose

- 22.1.1 The Housing Manager or a delegate may only enter a Rental Home if the Housing Department gives advance written notice to the Tenant at least 24 hours before the proposed entry setting out:
- (a) a reasonable purpose for entering the Rental Home; and
 - (b) the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant otherwise agrees.

22.2 Homalco First Nation Entry without Notice

- 22.2.1 The Housing Manager or a delegate may enter a Rental Home without notice only if:
- (a) the entry is necessary to protect life or property (emergency entry);
 - (b) the Tenant(s) consents at the time of entry; or
 - (c) the Tenant(s) has abandoned the Rental Home (see section 20.2).

- 22.2.2 If there is an emergency and the Tenant is not available to grant permission, the Housing Department representative entering the Rental Home should be accompanied wherever possible by a witness (i.e. member of the Homalco First Nation administration, emergency responder).
- 22.2.3 The Tenant will be notified of any emergency entry and the reason(s) for such entry as soon as possible following the emergency entry.

23.0 FIRE PROTECTION

23.1 Smoke and CO Detectors

Homalco First Nation Responsibilities

- (a) Inspect annually and replace batteries or the detector, if necessary.

Tenant Responsibilities

- (a) Keep in good working order at all times.
- (b) Replace batteries and test as needed.

23.2 Chimneys and Woodstoves

23.2.1 Tenants must keep any chimney or fireplace clear of debris.

23.2.2 On an annual basis, the Homalco First Nation will:

- (a) Inspect and clean the chimney;
- (b) Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
- (c) Ensure that all woodstoves are properly installed and inspected as specified in the National Fire Code of Canada.

23.3 Fire Extinguishers

Homalco First Nation Responsibilities

- (a) Inspect annually and replace if necessary.

Tenant Responsibilities

- (a) Keep accessible; and
- (b) Understand how to use.

23.4 Hazardous and Flammable Materials, Ignition Devices

- 23.4.1 Tenants must store all flammable liquids or solvents and firewood in appropriate containers (metal where applicable) and least 30 feet from the Rental Home
- 23.4.2 Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.
- 23.4.3 Burning candles or incense is not recommended in Rental Homes.

23.5 Firearms

- 23.5.1 Any Tenant who possesses firearms, crossbows or other restricted weapons must comply at all times with the *Firearms Act*, SC 1995, c 39 and its regulations, as amended, including regulations regarding licensing and storage.
- 23.5.2 The Tenant must:
 - (a) advise the [*Housing Department*] of any firearms, crossbows or other restricted weapons that will be stored in the Rental Home;
 - (b) store all such weapons securely in accordance with the Firearms Act and regulations, including storing firearms separately from ammunition in fireproof and locked storage containers; and
 - (c) advise the fire chief of the location of any firearms and ammunition.

23.6 Smoking and Cigarettes

- 23.6.1 Smoking of any substance whatsoever, including legal tobacco and cannabis products, is not permitted in Rental Homes.

23.7 Emergency Exits

- 23.7.1 The Homalco First Nation recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Rental Home.
- 23.7.2 Tenants must ensure all entry/exit points for the Rental Home are clear and accessible at all times.

24.0 VEHICLES AND PARKING

Vehicles and Parking is governed pursuant to section 26 of the Homalco First Nation Rental Housing Agreement.

25.0 INTERIM APPEALS PROCEDURE

25.1 Ad Hoc Housing Appeals Committee

25.1.1 The Ad Hoc Housing Appeals Committee is delegated by Council on an as needed and case by case basis.

25.1.2 The Ad Hoc Housing Appeals Committee has the authority to make decisions regarding the rights and obligations of the Homalco First Nation and appellant under the Homalco First Nation Rental Housing Agreement and this Housing Policy, the terms of the Rental Housing Agreement and this Housing Policy, or any other matter related to Rental Housing Agreement and this Housing Policy.

This includes the authority to:

- 1) hear and make final adjudication of appeals under this policy;
- 2) decide preliminary matters, including whether the appeal should proceed;
- 3) direct, curtail, or encourage the organization of witnesses, testimony and evidence in the interest of enhancing the clarity, relevance, and efficiency of the proceedings;
- 4) require the production of written or documentary evidence by the parties or by other sources; and
- 5) waive or extend time periods set out in the appeals process.

25.1.3 Ad Hoc Housing Appeals Committee members will be appointed by Council and will be comprised of:

- 1) one member of Council;
- 2) one member of the Administration (not the Administrator or Housing Manager); and
- 3) one Elder.

25.1.4 Committee members will be free of any conflicts of interest or apparent conflicts of interest, which, for the purposes of this part, occur where:

- 1) An individual has a conflict of interest when the individual exercises a power or performs a duty or function 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.
- 2) An individual has an apparent conflict of interest if a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office or position would be affected by the individual's private interests.

For the purpose of this part, an individual's private interests means the individual's personal and business interests and include the personal and business interests of the individual's Immediate Family and any entity in which the individual or the individual in combination with any member of the individual's Immediate Family has a controlling interest.

25.2 Types of Appeals

25.2.1 Any person directly affected by any decision made under the Homalco First Nation Rental Housing Agreement and this Housing Policy, including decisions of the Housing Department and/or Council, may appeal the decision under this Part.

25.3 Grounds for Appeal

25.3.1 A decision may be appealed on any of the following grounds:

- 1) There was an error of fact.
- 2) There was an error of law.
- 3) The appellant (person making the appeal) questions the decision as unfair, unjust, or unreasonable.

25.4 Time Limitations

25.4.1 Time is critical to the fair disposition of disputes or appeals.

25.4.2 Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.

25.4.3 The appellant and the responsible authority or committee must perform each step in the appeals process within the time specified for such step.

25.4.4 If the responsible authority or committee is unable to provide a response within the specified period, the appellant will be informed of that fact and of when the response will be provided.

25.4.5 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure but may be taken into account by the Ad Hoc Housing Appeals Committee in deciding whether an appeal will be heard.

25.5 Preliminary Meetings

25.5.1 Before a formal notice of appeal can be filed the appellant must meet with the Homalco Administrator a minimum of three (3) times over the course of 3 weeks in order to:

- 1) clarify and document the facts of the dispute;
- 2) identify potential resolutions to the dispute; and

- 3) attempt to resolve the dispute.

25.6 Notice of Appeal and Investigation

- 25.6.1 If the dispute is not resolved at the preliminary meetings stage, the appellant can formally file a notice of appeal with the Housing Department.
- 25.6.2 The role of the Housing Department is to:
- 1) screen the applications and notices; and
 - 2) administer the appeal process.
- 25.6.3 The notice of appeal must detail the:
- 1) decision being appealed;
 - 2) grounds of the appeal; and
 - 3) remedy being sought by the appellant.
- 25.6.4 Upon receiving notice of an appeal, the Housing Department may conduct further investigations and attempt to resolve the matter. If further investigations fail to resolve the dispute within one (1) week, the appellant can make a request for hearing.

25.7 Application for Hearing

- 25.7.1 If the dispute remains unresolved after any further investigations carried out in accordance with section 25.6.4, the appellant may file a request for hearing with the Ad Hoc Housing Appeals Committee. Such request must be filed with the Housing Department within two (2) weeks of the conclusion of any investigations carried out in accordance with section 25.6.4.
- 25.7.2 A request for hearing filed by an appellant must contain all the information from the notice of appeal as well as whether the appellant will be represented by a lawyer and the names of any witnesses who will give evidence.
- 25.7.3 The Homalco Administrator will provide information to the Housing Department relevant to the decision under appeal and the names of any witnesses who will give evidence.
- 25.7.4 The Housing Department will receive, accept and manage all documents and evidence provided by the appellant and the Homalco Administrator or that came to light as result of any further investigations carried out in accordance with section 25.6.4. The Housing Department will ensure that all such information is available to all parties relevant to the dispute as well as the Ad Hoc Housing Appeals Committee.
- 25.7.5 The Housing Department will work with the appellant, the Homalco Administrator and the Ad Hoc Housing Appeals Committee determine a mutually agreeable date and location for the hearing to take place.

25.8 Hearing Process

25.8.1 The hearing must be conducted in accordance with the principles of natural justice; namely that the appellant and the respondent have the right to receive notice, to be heard, and to know the case against them. While the Ad Hoc Housing Appeals Committee has broad discretion, all hearing must comply with the following procedures:

- 1) The hearing must take place as soon as possible following the referral to the Ad Hoc Housing Appeals Committee [*alternatively, the First Nation may wish to specify a time limitation*].
- 2) As much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the Ad Hoc Housing Appeals Committee and to the parties.
- 3) All parties will be given reasonable written notice of the date, time, and place of the hearing.
- 4) The hearing will be open, except where otherwise requested by either party or if the Ad Hoc Housing Appeals Committee determines in its sole discretion that a closed hearing is required. A party requesting a closed hearing must provide reasons for the request and the Ad Hoc Housing Appeals Committee will have sole discretion to confirm or deny such request.
- 5) Each party will have opportunity to make submissions to the Ad Hoc Housing Appeals Committee (either oral or written) and to present witness testimony, and each party may question the other's witnesses.
- 6) Each party will bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

25.8.2 After the hearing is complete, the Ad Hoc Housing Appeals Committee will deliberate in closed session and will provide a written decision with reasons and any order of the Ad Hoc Housing Appeals Committee to all parties within 10 working days of the conclusion of the hearing and to such other individuals as the Ad Hoc Housing Appeals Committee deems appropriate and/or necessary.

25.9 Application for Review in Federal Court

Any appellant who disagrees with a decision of the Ad Hoc Housing Committee has the right to apply to have it reviewed by a judge in Federal Court.