



**Shuswap Indian Band**

## **Social Housing Policy**

**Approved by Council on March 28, 2018**

**Policy:**

**Issue Date:**

**#E.01 – Social Housing**

**March 28, 2018**

**NOTICE TO USERS**

This document provides a policy and procedures that meet the requirements in both the Financial Management Systems Standards (the “FMS Standards”) and Financial Administration Law Standards (“the FAL Standards”) established by the First Nations Financial Management Board (“the FMB”) under the *First Nation’s Fiscal Management Act* (“the *FNFMA*”).

**RELATED POLICIES AND PROCEDURES**

<b>Policy and Procedures</b>		<b>Source/Version</b>
Shuswap Indian Band Land Code	Law	February 15, 2016
Shuswap Indian Band Financial Administration Law	Law	July 16, 2016
Shuswap Indian Band Financial Policy	Policy	October 24, 2017
Shuswap Indian Band Information and Records Management Policy	Policy	September 27, 2017
Family Homes on Reserves and Matrimonial Interests or Rights Act (FHRMIRA)	Canada	December 12, 2014
Personal Information Protection and Electronic Documents Act (PIPEDA)	Canada	
Canadian Human Rights Act (CHRA)	Canada	
British Columbia Residential Tenancy Act	BC Government	

<b>Table of Contents</b>		
<b>Section</b>	<b>Name</b>	<b>Page #</b>
1.	Introduction	5
2.	Authority and Scope of the Policy	5
3.	Definitions	5
4.	Policy Amendment Procedures	7
5.	Roles and Responsibilities	8
6.	Eligibility Criteria	10
7.	How to Submit a Social Housing Application	11
8.	Social Housing Allocations	12
9.	Occupancy Procedures	14
10.	Occupancy Standards	15
11.	Tenancy Review Meeting	16
12.	Rent Rates	16
13.	Payment of Rent	16
14.	Arrears	17
15.	Termination of Tenancy	19
16.	Vacating a Social Housing Home	20
17.	Marital Breakdown	21
18.	Death of a Tenant	22
19.	Assistance Animal Rules	22
20.	Subletting	23
21.	Insurance	23
22.	Security Deposit	24
23.	Maintenance and Repairs	24
24.	Negligent or Intentional Damage and Vandalism	26
25.	Condition Assessments	28
26.	Transfer/Relocation of Tenants	29
27.	Absences and Abandonment	30
28.	Keys and Locks	30
29.	Shuswap Band Entry into the Social Housing Home	30
30.	Fire Protection	31
31.	Vehicles and Parking	32
32.	Appeals Procedures	32

<b>Appendices: Social Housing Forms</b>		
<b>Section--Form #</b>	<b>Name</b>	<b>Version</b>
<b>A. Allocation</b>		
A.1	Housing Application	
A.2	Rental Housing Allocation Scoring Guide	
A.3	Social Housing Priority Rating Scoresheet	
<b>B. Condition Assessments</b>		
B.1	Maintenance Planning Assessments	
B.2	Move-In Move-Out Assessments	
B.3	Tenant Damage Assessments	
B.4	Vandalism Assessments	
<b>C. Occupant Covenants</b>		
C.1	Occupant Covenant Form	
<b>D. Maintenance Monitoring</b>		
D.1	Seasonal Maintenance Monitoring Checklist	
<b>E. Notices and Requests - Landlord</b>		
E.1	Notice of Abandonment	
E.2	Notice of Arrears	
E.3	Notice of Default	
E.4	Notice of Eviction	
E.5	Notice of Tenant Damages	
<b>F. Notices and Requests – Tenants</b>		
F.1	Notice of Maintenance Requests	
F.2	Notice of Absence	
F.3	Notice of Tenancy Occupancy Change	
F.4	Occupancy Move-In Request	
F.5	Request for Guide or Service Animal	
F.6	Tenant Notice to End Tenancy	
<b>G. Rent Payment Forms</b>		
G.1	Pre-Authorization Direct Deposit Form	
G.2	Wage Deduction Consent Form	
<b>H. Agreements, Addendums and Schedules</b>		
H.1	Animal Tenancy Addendum	
H.2	Rental Agreement	
H.3	Rental Arrears Repayment Agreement	
H.4	Rental Maintenance Responsibilities Schedule	
H.5	Tenant Damage Repayment Agreement	

## 1. INTRODUCTION

The Shuswap Band social housing program is intended to provide quality, affordable housing to Shuswap Band Members in need. The Shuswap Band social housing program is developed on the principle of compassion and will be administered fairly, without prejudice to any individual.

A key function of social housing is to provide accommodation that is affordable to people on low incomes and to provide security of tenure to individuals living in social housing units.

**IMPORTANT**: Social housing units are not available to members that own their own homes on the Shuswap Indian Reserve #0 or in any other jurisdiction.

## 2. AUTHORITY AND SCOPE OF THE POLICY

### A. Authority of the Policy

This Social Housing Policy is made under the authority of Shuswap Band Council motion effective as of February 27, 2018 and takes the place of all previous and existing housing regulations and policies within the scope defined below in section 2.B.

### B. Scope of the Policy

This Social Housing Policy applies to all existing and future social housing units on Shuswap Band Land, to all Tenancy Agreements, and to all housing services provided or administered by the Housing Department.

### C. Applicable Laws

This Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable laws including: *Shuswap Band Financial Administration Law*, and the *Shuswap Band Land Code*, as well as federal, provincial or territorial legislation.

### D. Application of Human Rights and Privacy Legislation

The Shuswap Band is subject to the *Canadian Human Rights Act* in the provision and administration of housing services and allocation of housing. Human rights legislation and policies prohibit discrimination and harassment in the provision of a service or residential accommodation.

The Shuswap Band is subject to the *Personal Information Protection and Electronic Documents Act (PIPEDA)*, which regulates the collection, use and disclosure of personal information by federal works, undertakings and businesses.

## 3. DEFINITIONS

“**Arrears**” means Rent or other housing-related payments that are owed by a Tenant and have come due to the Shuswap Band 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 Social Housing Unit under the terms of a Tenancy Agreement but who is not a Tenant.

“**Certified Independent Building Inspector**” means a building inspector who is qualified to inspect for compliance with the National Building Code and the British Columbia Building Code.

“**CMHC**” means the Canada Mortgage and Housing Corporation, and the Shuswap Band will operate the social housing program in accordance with the terms and conditions of the CMHC operating agreement;

“**Council**” means the duly elected Chief and Council of the Shuswap Band.

“**Dependent**” means a minor or and adult who is dependent on the care of another individual.

“**Elder**” means a Member who is recognized as an Elder for the Social Housing Policy at the age 60 years.

“**Emergency Repairs**” are those repairs defined in section 23.C.

“**Family Unit**” means a group of persons consisting of one parent and forming a distinct economic unit.

“**FHRMIRA**” means the “*Family Homes on Reserves and Matrimonial Interests or Rights Act*” is federal legislation and remains in force until the Band enacts its own Matrimonial Real Property Law (with some exceptions).

“**Law**” means the *Financial Administration Law*;

“**Low End of Market Rent**” means the low end of rent of comparable units as determined by CMHC and is the maximum rent applicable to pre-1997 CMHC housing units.

“**Low-Income Cut-Off**” means the income levels set by Statistics Canada to define low-income individuals and families for different regions of Canada.

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

“**Housing Committee**” means the independent committee established by Council in accordance with *Shuswap Band Housing Committee Terms of Reference* that is responsible to provide direction and support to the Housing Department and Council in the administration of all housing related matters.

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

“**Housing Department**” means the Shuswap Band department responsible for the administration of Shuswap Band housing programs and includes the Housing Manager and any staff of the Housing Department.

“**Married or Common Law Category**” means a category of the social housing list for those Shuswap Band members who are:

- (a) Legally married; or
- (b) Living and cohabitating in a marriage-like relationship for a continuous period of not less than one year immediately prior to applying for a social housing unit and who are being publicly represented by each other during this time period as each other’s spouse.

“**National Occupational Standard (NOS)**” means suitable housing has enough bedrooms for the size and make-up of resident households based on NOS requirements means one bedroom for:

- each cohabiting adult couple;
- each lone parent;
- unattached household member 18 years of age and over;
- same-sex pair of children under age 18;
- and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
- A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

“**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 Shuswap Band as described in a Tenancy Agreement in return for the right to occupy a Social Housing Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the Shuswap Band in connection with the tenancy.

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

“**Single parent category**” means a category of the social housing list of those Members who are responsible for the care and upbringing of:

- (a) Minor children; or
- (b) Dependent adults.

“**Social Housing List**” means a list that is updated annually and contains individuals that have applied for but did not receive a social housing unit in a given year. For greater certainty, the list from a given year does not carry over to the next year and individuals must re-apply for a social house in order to be considered for a social housing unit and to be eligible to be on the social housing list.

#### **4. POLICY AMENDMENT PROCEDURES**

- A. If the Shuswap Band Housing Committee determines that amendments to this Social Housing Policy or any associated template documents, agreements or forms are necessary, the Shuswap Band Housing Committee shall provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- B. Council may approve the Shuswap Band Housing Committee’s recommendation and may make any other amendments to the Housing Policy or associated template documents, agreements or forms by Band Council Resolution.
- C. Amendments take effect:
  - the date they are approved by the Council; or
  - on another date approved by Council.

- D. The Housing Department shall record any amendments to this Housing Policy and Related Forms, Agreements or the Housing Committee Terms of Reference on the Policy Amendment List and the amendments shall be numbered consecutively by date of approval.
- E. If an amended Housing Policy or Housing Committee Terms of Reference is reissued, it shall be identified by date and shall cancel and replace all previous issues.
- F. If any template document, agreement or form is amended, the Housing Department shall ensure templates in use are current and shall take previous versions out of circulation.
- G. The Housing Department shall post notice of any amendments in the Housing Department office and if the amendment will affect existing Tenants, shall provide written notice of the amendment to such Tenants.

## **5. ROLES AND RESPONSIBILITIES**

### **A. Chief and Council**

The roles and responsibilities of Chief and Council include:

- Ensuring that housing services and programs are administered in accordance with principles of procedural fairness and natural justice;
- Reviewing and approving housing goals, objectives, strategies and budgets related to the delivery and administration of housing programs and services;
- Reviewing, approving and adopting housing policies, procedures and amendments;
- Supporting the Housing Committee, Housing Department and the Housing Manager in the enforcement of housing policies and procedures;
- Reviewing Housing Committee and Housing Department recommendations and making decisions regarding applications for housing and/or housing programs and services.
- Participating in investigations and hearing of appeals in accordance with Section 32; and
- Ensuring all housing programs and services are provided as intended.

### **B. Housing Committee**

The roles and responsibilities of the Housing Committee include:

- Operating in accordance with the Shuswap Band Housing Committee Terms of Reference;
- Providing direction and support to the Housing Department to deliver and administer housing programs as set out in policies and procedures;
- Ensuring accessibility of the Committee and its operations to members of the community;
- Evaluating the implementation, enforcement and effectiveness of the Housing Policy and recommending to Council any amendments to the Housing Policy as may be needed;
- Participating in investigations and hearing of appeals in accordance with Section 32; and
- Developing and supporting implementation of a long-term housing strategy.

### **C. Housing Department**

The roles and responsibilities of the Housing Department include:

- Administering all housing programs and services;
- Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant and Tenant records in accordance with privacy laws;
- Identifying new approaches to the delivery of on-reserve housing;

- Working with other Shuswap Band supporting organizations and financiers to resolve issues of common purpose;
- Delivering housing education and information to Members, including conducting community meetings and workshops, and ensuring that Members have access to this Housing Policy, any reports of the Housing Department and all applicable Laws;
- Maintaining the value of the Shuswap Band's housing stock in a cost-effective manner and in accordance with this policy;
- Monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Housing Committee as needed;
- Researching new program options and issues that may impact delivery of the housing program;
- Supporting the Housing Committee in annual review of housing goals, objectives, strategies, policies and procedures;
- Preparing annual reports and budgets as required; and
- Implementing and enforcing the Housing Policy and other housing related Laws, plans and agreements.

#### **D. Housing Manager**

The roles and responsibilities of the Housing Manager include:

- Overseeing Housing Department] administration and Member relations;
- Conducting and overseeing inspections, maintenance and repairs;
- Communicating with the Shuswap Band's finance department on collection of Rent and Arrears payments;
- Managing evictions;
- Managing housing budgets and, under the supervision of the Senior Financial Officer, financing of new construction;
- Overseeing new construction and renovation;
- Participating in investigations and hearing of appeals in accordance with Section 32; and
- Other tasks as may be needed for the proper administration of the Shuswap Band's housing programs.

#### **E. Tenants**

The roles and responsibilities of Tenants include:

- Reading, understanding and complying with the terms and conditions of this Housing Policy, any applicable Laws and any Tenancy Agreement or other housing-related agreements to which they are a party, including paying Rent and complying with maintenance requirements;
- Faithfully disclosing all pertinent facts related to their tenancy and for updating information in a timely manner; and
- Participating in community meetings and workshops and engaging with the Housing Department and Housing Committee where appropriate or necessary.

#### **F. Shuswap Band Members**

The roles and responsibilities of Shuswap Band Members include:

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

## 6. ELIGIBILITY REQUIREMENTS

### A. To be eligible to apply for a Social Housing Home a person must:

1. Be a Member of the Shuswap Band;
2. Notwithstanding subsection (6a), a non-Shuswap Band member may be permitted to apply for and receive a social housing unit provided that he or she,
  - has one (or more) dependents who (whom) is a Shuswap Band Member, or is a spouse of a Shuswap Band Member; and,
  - has been previously been approved to live in a social housing unit; and,
  - does not have pets; and,
  - does not own a home on or off reserve; and,
  - does not have restricted or unregistered firearms.
3. Be in compliance with all applicable Shuswap Band Laws and Policies;
4. Be an Adult (19 years of age);
5. Occupy only one Social Housing Home(s) at a time;
6. Provide Proof of Income sufficient to meet the rent;
7. Except as set out in section 6.2, have no Arrears or outstanding debts owing to the Shuswap Band;
8. Must not have been evicted from any Social Housing Home or otherwise have a history of failure to comply with a Tenant Agreement within the three (3) years immediately preceding the date of application; and,
9. The applicant is responsible for updating their personal information if it changes, however the manager must inquire as to an applicant's status if he or she becomes aware of a possible change in the applicant's status.

### B. Arrears and Outstanding Debt

1. A potential applicant with outstanding Arrears or outstanding debts to the Shuswap Band may be eligible to apply for rental housing if the potential applicant has:
  - paid the following types of debts in full;
  - entered into an arrears repayment agreement for other outstanding debt; and
  - paid the agreed upon monthly installments on the due date of the instalments for a minimum of (6) six consecutive months.
2. Process if application form is from an individual not currently in a Social Housing unit.
3. Applicants must complete and submit the prescribed **Form A.1. Housing Application Form** to the social housing clerk and must include acceptable documentation verifying their gross annual income.
4. Members that are not successful in receiving a social housing unit in a given year will be required to resubmit an application in subsequent years in order to be considered for a social housing unit. The manager must make every effort to notify individuals who applied in a given year that they are required to re-apply in order to continue to be considered.
5. Applications, once received, will be processed by the Housing Committee, approved by Council. Applicants will be notified when a decision has been made regarding their application.

**C. Process to Re-New a Social Housing Unit Rental Agreement**

1. Members that are living in a social housing unit at the application deadline are not required to re-apply to the social housing program but must annually review their rental agreement and provide acceptable documentation verifying their gross annual income.
2. Members that renew their rental agreement under subsection (a) above will be allocated the same social housing unit they reside in at the time of the application provided that they:
  - are not in arrears at the time of the renewal,
  - kept the unit in good repair throughout the previous year, and
  - complied with the terms and conditions of the rental agreement.
3. In the event that a Member under subsection (a) is in arrears, he and she may be allocated the same unit he or she resides in at the time of the application, or a different unit if they choose to move, provided that:
  - He or she has agreed, in writing, to a repayment schedule, and
  - The manager has approved of the terms of the repayment schedule.

**7. HOW TO SUBMIT A SOCIAL HOUSING APPLICATION**

- A. Any Member who meets the eligibility requirements in Section 6 (above) may apply for rental housing by submitting a completed application in the prescribed form to the Housing Department.
- B. Applications may be submitted to the Housing Department at any time prior to *or* when potential applicants are invited to do so by the Housing Department.
- C. Applications for rental housing will be submitted to the Housing Department in a sealed envelope, marked personal and confidential.
- D. The Housing Department will date and time stamp applications upon receipt and hold them securely.
- E. The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and incomplete applications.
- F. If an application is rejected as ineligible and/or incomplete, the Housing Department will notify the applicant and provide the applicant with an explanation about why the applicant is ineligible, and/or indicating the deficiencies in an incomplete application, within 21 days of submission.
- G. An applicant may correct an incomplete application and re-submit it at any time, but no later than **January 1<sup>st</sup> of each fiscal year**.
- H. Before forwarding a complete application to the Housing Committee for consideration, the Housing Department will assign it an identification number and remove all identifying personal information from the application, including Membership status numbers, names, addresses, and phone numbers, and will provide the applicant with confirmation that the application is complete and being forwarded for review.
- I. A completed application must include:
  - a completed application form;
  - the applicant's Proof of Income; and

- letters of reference from any landlords from whom the applicant has rented in the past three (3) years, or, where such references cannot be provided, any references with which the Housing Department can confirm the applicant's ability to effectively manage the Tenant's financial and physical obligations under the Tenancy Agreement.

## **8. SOCIAL HOUSING ALLOCATIONS**

### **A. Allocation Criteria**

Rental housing allocation is governed by Appendix A. Allocation Scoring Guide which is based on the following criteria:

1. After having assessed the applications and verified each applicant's income, the manager will allocate units first to individuals that have renewed their rental agreement under Section #, provided that he or she satisfies the requirements outlined in Section 7.D Process to Renew a Social Housing Unit Rental Agreement.
2. After having allocated units to individuals who are continuing to reside in a social housing unit under subsection (1), the manager will allocate the remaining units to individuals that are on the social housing list
3. Notwithstanding Section 8. Assessment of Applicants on the Social Housing List, the manager must make every reasonable effort to:
  - (a) match the number of vacant bedrooms in a unit to the number of people in the family of an applicant ensure that there are no vacant bedrooms in a given unit, and
  - (b) match the vacant units or vacant bedrooms to those applicants most in need,When allocating social housing rooms or units.
4. When allocating social housing rooms or units, the manager may encourage individuals on the social housing list to reside with a relative or other friend to ensure that the number of tenants matches the number of rooms.
5. Where practicable, the manager will prioritize the allocation of,
  - (a) single family dwellings to individuals listed in the,
    - (i) single parent category, or
    - (ii) married or common law category,who have dependents, and
  - (b) multi-family dwellings to,
    - (i) disabled individuals, particularly if unit is designed for this use,
    - (ii) an individual list on the elders/pensioner category,
    - (iii) an individual listed in the single parent category,
    - (iv) an individual in the married or common law category, or
    - (v) an individual in the single category, provided that they are able to share the accommodation with one or more individuals from the single category.
  - (c) individuals in the married or common law category or the single category will receive priority consideration for studio or one-bedroom unit.
6. When allocating units, the manager must also consider the level of crowding present in a unit and ensure that the maximum of persons per room does not exceed the limits outlined in the table below:

(a) Number of bedrooms	Number of persons
1	2
2	4
3	6
4	8

- (b) Children less than a year old are not counted, and children under ten are counted as half a person for the purposes of identifying the maximum number of persons eligible to reside in a unit.
- (c) Notwithstanding subsection (6), the manager may permit a family unit to exceed the about list maximums in the event that there are no other reasonable housing alternatives for that family.

### **B. Allocation Procedures**

1. When rental housing becomes available the Housing Committee will meet to review all waitlisted applications and any new applications forwarded by the Housing Department.
2. The Housing Committee will assign priority ratings scores in accordance with the Form A.3 Shuswap Band Priority Rating Score Sheet.
3. The Housing Committee will match the scored applications with available housing using the criteria in Section 8.A (above). Once all applications have been scored and matched with suitable housing, the Housing Committee will forward the applications to Council with recommendations for housing allocations.
4. Where two applicants suitable for an available Social Housing Home have the same priority rating score, the wait listed applicant will score higher.
5. Within a reasonable time of receiving the applications and recommendations from the Housing Committee, Council will meet to review and verify the priority ratings assigned by the Housing Committee and will allocate housing accordingly.
6. If an application is unsuccessful, the applicant may request an explanation from the Housing Department.
7. Unsuccessful applications will be assigned to a waitlist for suitable housing according to their priority score. Social Housing Homes that becomes available will be allocated according to this priority waitlist.
8. Applicants must update their waitlisted applications by January 1<sup>st</sup> of each year, and at any other time when the information on the application form changes. Applications that are not updated will be deemed inactive and the applicant will have to reapply.

### **C. Notification of Successful Application**

1. The Housing Department will notify a successful applicant in writing of the offer to rent a particular Social Housing Home. This notification must include:
  - (a) the address, rental rate, and number of rooms of the Social Housing Home;
  - (b) a copy of the Rental Agreement;
  - (c) information on how to obtain and view this Social Housing Policy, any other relevant documents, and all other applicable Shuswap Band Laws and policies;
  - (d) the dates from which the applicant may choose for an orientation meeting with the Housing Department; and

- (e) the date by which the applicant must confirm acceptance of the offer by signing the Rental Agreement and returning it to the Housing Department.
2. The applicant must respond to the notification of offer within *five (5)* days of receipt of the offer to accept or decline the offer and to arrange a time with the Housing Department for an orientation meeting prior to executing the Tenancy Agreement.
3. If an applicant does not respond to the notification of offer within the time specified in the offer, the applicant is deemed to have declined the offer.
4. If the applicant declines the offer, the applicant may request to remain on the priority waitlist.
5. If the applicant fails to respond to a notification of offer within the time five (5) days, they are deemed to have refused the offer and the Housing Committee may re-allocate the Social Housing Home.

## **9. OCCUPANCY PROCEDURES**

### **A. Occupancy Procedures**

1. Before occupying a Social Housing Home, a prospective Tenant must:
  - a) Attend an orientation meeting with the Housing Department to:
    - review the Tenancy Agreement, Housing Policy and Shuswap Band property insurance documents;
    - review maintenance and repair responsibilities; and
    - identify any issues that require resolution prior to commencement of the tenancy.
  - b) Participate in a Move-In Condition Assessment of the Social Housing Home in accordance with Section 25 of this Policy;
  - c) Pay the first month's Rent to the Shuswap Band;
  - d) Pay the security deposit in accordance with Section 22 of this Policy;
  - e) If applicable, pay the pet damage deposit in accordance with Section 19; and
  - f) Obtain approval for any Authorized Occupants and provide information as required for the Tenancy Agreement and provide signed copies of any Occupants' Covenants from Authorized Occupants by completing Form C.1;
  - g) Execute the Tenancy Agreement and related documents.
2. A prospective Tenant must complete all of the processes required under this section within ten (10) working days of accepting an offer of tenancy and before taking possession of the Social Housing Home.
3. If the applicant fails to comply with Section 10. Occupancy Standards, the Housing Department may rescind the offer and re-allocate the Social Housing Home.

### **B. Tenancy Agreements**

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:
  - pay Rent and utility bills on time and in full;
  - be responsible for any damage to the Social Housing Home due to accident or negligence;
  - maintain the Social Housing Home in a clean, safe and orderly condition;
  - care for and maintain the lands on which the Social Housing Home is located;

- permit only Authorized Occupants to reside in the Social Housing Home; and
  - comply with any applicable Shuswap Band Laws.
2. In signing a Tenancy Agreement, the Shuswap Band agrees to:
    - allow the Tenant and Authorized Occupants to reside in the Social Housing Home; and
    - provide and maintain the Social Housing Home in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenancy.
  3. Each Tenancy Agreement must be renewed by March 31<sup>st</sup> 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.
  4. After a Tenancy Agreement has been signed by the Tenant and the Housing Manager, the Housing Department will:
    - Provide the Tenant with a copy of the signed Tenancy Agreement; and
    - Securely keep the original and one copy of the signed Tenancy Agreement in the Tenant's file at the Housing Department.

### **C. Granting Occupancy**

1. Upon completion of all of the stages in this section an applicant is entitled to occupancy of the Social Housing Home on the date set out in the Tenancy Agreement.
2. The Shuswap Band will provide the Tenant with keys or other means of access to the Social Housing Home on or before the day on which the Tenant is entitled to take possession of the Social Housing Home.

## **10. OCCUPANCY STANDARDS**

### **A. Authorized Occupants**

1. All persons who reside in the Social Housing Home on a continual basis for a period of twenty-one (21) or more days and who are not Tenants must be approved by the *Housing Department* and listed as Authorized Occupants on the signed Tenancy Agreement.
2. No changes may be made to the list of Authorized Occupants in a Tenancy Agreement without the prior consent of the Housing Department, which consent will be given in writing and appended to the Tenancy Agreement along with an amended list of Authorized Occupants. Additionally, each Authorized Occupant is required provide a signed copy of the Form C.1 Occupant Covenants;
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 OS or the Shuswap Band's occupancy standards set out in Section 10;
4. A Tenant who allows any person who is not an Authorized Occupant to reside in the Social Housing Home in violation of this section is in default of the Tenancy Agreement and may be evicted for cause.

### **B. Guests**

1. The Shuswap Band will not unreasonably prevent the Tenant from having guests in the Social Housing Home provided the National Occupancy Standards are not breached.
2. Tenants may permit guests to stay at the Social Housing Home for a maximum period of twenty-one (21) consecutive days. Guests cannot bring their pets into housing units.

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

## 11. TENANCY REVIEW MEETING

- A. Within sixty (60) of the expiry of a Tenancy Agreement, the Housing Department shall arrange for a tenancy review meeting between the Shuswap Band and the Tenant at a mutually agreeable date, time and location.
- B. The purposes of the tenancy review meeting are to:
- determine if there is a mutual desire between the Shuswap Band and the Tenant to renew the Tenancy;
  - review any housing issues or concerns;
  - review the Tenancy Agreement, the Housing Policy, and any applicable Shuswap Band Laws;
  - confirm household composition; and
  - renew the Tenancy Agreement.
- C. A Tenant who fails to participate in the tenancy review meeting will not be eligible to renew his or her Tenancy Agreement.

## 12. RENT RATES

- A. Rent is set by the Shuswap Band and may be subject to CMHC or other operating agreements.
- B. Rent will be reviewed annually and may be increased once each year **OR** in accordance with the Consumer Price Index.
- C. Any adjustments to Rent will be set by the Housing Department as of January 1st each year.
- D. The Housing Department will give Tenants at least three (3) months' written notice of any Rent increases by official notification.

## 13. PAYMENT OF RENT

### A. Payment of Rent

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

**B. Payment Methods**

1. Rent may be paid by the following methods:
  - Cash;
  - Debit;
  - Certified cheque, money order or bank draft;
  - Electronic transfer or Pre-Authorized Direct Deposit; or
  - Wage deduction.

**2. Pre-Authorized Direct Deposit**

A Tenant who wishes to pay Rent by Pre-Authorized Debit must complete, sign and date **Form G.1 Pre-Authorized Direct Deposit Form**.

**3. Wage Deduction**

Employees, contractors doing work for the Shuswap Band, and any other person on the Shuswap Band's payroll may complete a **Form G.2. Wage Deduction Consent Form** to have their Rent deducted directly from their paycheque.

**4. Annual Statement of Account**

At the end of each fiscal year the Housing Department will provide each Tenant with an annual statement of account confirming:

- Rent payments received for the previous fiscal year; and
- Any Arrears or other housing-related debt owed by the Tenant for the previous fiscal year.

**14. ARREARS****A. Arrears**

1. All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.
2. Rent is in Arrears if the full amount is not paid by 11:00 a.m. on the first (1<sup>st</sup>) day of the month.
3. The Housing Department may charge a reasonable fee to recover administrative costs associated with Arrears collection, including any NSF charges.
4. If provided for in the Tenancy Agreement, the Shuswap Band may charge interest on any Arrears.

**B. First Notice of Arrears**

1. The Housing Department will send the Tenant the **FORM E.2 Notice of Arrears** on the 5<sup>th</sup> working days after the date the Rent was due and owing.
2. The First Notice of Arrears will state:
  - the amount of Arrears;
  - the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
  - that the Tenant has 4 (four) days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
  - that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement will issue a Second Notice of Arrears.

**C. Second Notice of Arrears**

1. The Housing Department will send the Tenant the **Form E.2 Notice of Arrears** on the 10<sup>th</sup> working days after the date the Rent was due and owing.
2. The Second Notice of Arrears will state:
  - the amount of Arrears;
  - the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
  - that the Tenant has 4 (four) days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
  - that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement will issue a Third and Final Notice of Arrears.

**D. Third and Final Notice of Arrears**

1. The *Housing Department* will send/post the Tenant the **Form E.2 Notice of Arrears** when the tenant has not paid rent in full 15 days after the date the Rent was due and owing.
2. The Final Notice of Arrears will state:
  - the amount of Arrears;
  - the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
  - 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
  - that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 5 days, the Shuswap Band will terminate the Tenancy Agreement by issuing a **Form E.4: Notice of Eviction** by written notice.

**E. Arrears Repayment Agreement**

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.
  - In determining whether to agree with a Tenant to enter into an H.2 Arrears Repayment Agreement, the Housing Department may consider:
    - the income of the Tenant;
    - whether the Tenant has previously had Arrears;
    - whether the Tenant has previously entered into Arrears Repayment Agreements and whether the Tenant defaulted on any of those agreements;
    - the amount of the Arrears; and
    - any other circumstances which the Housing Department, in its sole discretion, considers applicable in determining whether to agree to an Arrears Repayment Agreement.
2. 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 Form H.2: Arrears Repayment Agreement.
3. 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.
4. Amounts owing to the Shuswap Band as a result of wilful damage are considered a debt owing to the Shuswap Band and may be deducted from any future disbursements.

**F. Persistently Late Payments**

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.

## 15. TERMINATION OF TENANCY

### A. Expiration of the Tenancy Agreement

Unless it is renewed, a tenancy ends on the date that a Tenancy Agreement expires and the Tenant must vacate the Social Housing Home.

### B. Termination of Tenancy by Tenants

1. A Tenant may terminate the Tenancy Agreement by submitting a **Form F.6 Tenant Notice to End Tenancy** or providing written notice to the Housing Department at least 30 days prior to the intended termination date, and no later than the date in the agreement.
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.
3. The Tenant must vacate the Social Housing Home on or before the termination date.

### C. Termination of the Tenancy by the Shuswap Band

1. Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement, the Housing Department will issue **Form E.3 Notice of Default** or written notice to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.
2. The following will result in a **Form E.3 Notice of Default**:
  - Significant wilful Tenant Damage to the Social Housing Home;
  - Excessive noise or partying caused by the Tenants between 10:00 p.m. and 6:00 a.m.
  - People other than Authorized Occupants residing in the Social Housing Home for more than 21 days;
  - Possession of restricted and/or unregistered firearms; all firearms in possession must be in locked cabinets as per regulations
  - Criminal activity
  - Growing, manufacturing or possession of illegal drugs and marijuana
  - Operating a home business
3. A **Form E.3 Notice of Default** shall be delivered by hand to an Adult residing in the Social Housing Home or posted to the front door of the Social Housing Home with a third-party as witness to the delivery of the Notice.
4. If the breach is not resolved within the time specified in the **Form E.3 Notice of Default** a Tenant will be issued a final **Form E.3 Notice of Default** granting the Tenant a further 3 (three) days to resolve the breach and informing the Tenant that failure to do so will result in the issuance of a **Form E.4: Notice of Eviction**.
5. If the breach is not resolved within the time specified in the **Form E.3 Notice of Default** the Housing Department will provide a report to the Housing Committee along with a recommendation as to whether the Tenant should be evicted.

### D. Eviction for Severe Breaches

1. The Housing Manager may terminate a Tenancy Agreement and serve a **Form E.4: Notice of Eviction** without a prior **Form E.3 Notice of Default** of at least thirty (30) days, where:

- (a) the tenant, or any person permitted in or on the premises of the house by him, has caused damage to the house and the resident has failed to comply with an order made pursuant to Section 23.E. Tenant Failure to Comply with Maintenance Responsibilities;
  - (b) rental agreement has been frustrated; or
  - (c) the safety of other residents and of the community is seriously impaired by an act or omission of the resident or a person permitted by him or her in on the premises of the house; or
  - (d) or the home has been abandoned as in Section 27.
2. During the thirty-day notification period, the social housing clerk must make every reasonable effort to meet the tenant to ensure that the matter can be resolved without the need for termination of the rental agreement.
  3. Where the Housing Manager determines that a tenant has failed to comply with the obligations and responsibilities of this regulation, the Housing Manager may:
    - (a) order the tenant immediately comply with his or her obligations;
    - (b) take appropriate steps to prohibit the Tenant from doing further damage;
    - (c) require the tenant to compensate the Shuswap Band for loss suffered as a direct result of the non-compliance;
    - (d) require the tenant to pay any expenses directly associated with repairs or actions taken; and/or,
    - (e) order the tenant to vacate the house by issuing, in writing, notice of termination of the rental agreement.
  4. If the tenant fails to comply with the notice to vacate the premises, eviction proceedings, including court action, shall be undertaken.

### **E. Eviction for Failure to Vacate**

Where a Tenancy Agreement has ended in accordance with subsections 15.A, 15.B, 15.C or 15.D a Tenant who fails to vacate the Social Housing Home may be evicted with a **Form E.4: Notice of Eviction** in the manner of an evictee subject to such a notice.

### **F. Issuing an Notice of Eviction**

1. If the Housing Committee believes that a Tenant should be evicted for any of the breaches outlined above, the Housing Committee will provide a report on the tenancy and a recommendation to evict the Tenant to Council.
2. Council shall examine a report and recommendation provided by the Housing Committee and shall by way of majority decision determine whether to terminate the Tenancy Agreement and issue a **Form E.4: Notice of Eviction**.
3. If Council agrees to evict the Tenant, the Housing Department will serve the Tenant with a **Form E.4: Notice of Eviction** and the Tenancy Agreement will be terminated 10 days from the service of that Notice.
4. A Tenant is liable to pay Rent until the date that the Tenancy Agreement is terminated.

## **16. VACATING A SOCIAL HOUSING HOME**

### **A. Vacating a Social Housing Home**

1. Tenants and Subtenants must vacate a Social Housing Home when required to do so under the terms of an agreement and/or a **Form E.4: Notice of Eviction** or other notice to vacate issued in accordance with this Housing Policy.

2. Vacating a Social Housing Home means that the Tenant has removed their personal property, returned all keys to the Housing Department, and has left the Social Housing Home in a clean, undamaged condition, which includes:
  - Clean and washed floors, surfaces, windows, walls
  - Clean out and wash appliances
  - Remove all garbage and recycling
  - Clean up yard and all outdoor spaces of belongings and vehicles.

#### **B. Move-Out Condition Assessment**

As part of vacating a Social Housing Home a Tenant is required to complete Form B.2 Move-Out Condition Assessment as set out in section 25.B.

#### **C. Unclaimed Possessions**

1. A Tenant who vacates a Social Housing Home and leaves personal property behind must contact the *Housing Department* within *five (5)* days of vacating the Social Housing Home to make arrangements to enter the Social Housing Home and remove the personal property.
2. If the Tenant does not claim the personal property within the time specified in subsection 1, then the Housing Department may at its sole discretion and in accordance with tenancy laws discard or sell the personal property.
3. The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by the Shuswap Band.

### **17. MARITAL BREAKDOWN**

1. If there is a marital breakdown involving a Tenant or Tenants, the determination of which Spouse will retain possession of a Social Housing Home will be made in accordance with this Housing Policy, whether or not the Tenants have children that are a Band Member, and any applicable order of a court having jurisdiction.
2. If both Spouses are Members, they are considered to be Co-Tenants with equal rights to use and occupy the Social Housing Home. If one Spouse is a Non-member, only the Member Spouse is a Tenant. Each spouse has the right to occupy the family home during the conjugal relationship, whether or not they are a Band member or a Status Indian.
3. **FHRMIRA – Section 16-19 - Emergency Protection Order (EPO) Regulations:** Enables a court to make an order granting one spouse/common-law partner exclusive occupation of the family home, whether or not they are a Band member or a Status Indian. The application is heard without notice to Council, on an urgent basis and for a short duration in situations of family violence (Section 16). The court order can last up to 90 days.
4. **FHRMIRA – Section 20 - Exclusive Occupation Order (EOO) on Relationship Breakdown:** A court that provides one spouse or common-law partner (whether or not they are a Band member or a Status Indian) short to long-term occupancy of the family home to the exclusion of the other spouse/common-law partner. This applies to social housing (rental) units owned by the First Nation.

**18. DEATH OF A TENANT****A. Social Housing Home Procedures**

1. A Tenant of a Social Housing Home does not own the house and cannot bequeath any interest or right in the Social Housing Home to any person upon his/her death.
2. If a Tenant of a Social Housing Home who is not also a Co-Tenant dies during the term of the Tenancy Agreement, the Tenancy Agreement is terminated. Upon termination of the Tenancy Agreement, the Shuswap Band will recover possession of the Social Housing Home and may re-allocate the Social Housing Home to the next qualified applicant on the Waiting List in accordance with this Housing Policy unless:
  - there is a surviving Spouse of the deceased Tenant who retains the legal right to possession for a specified period of time under the FHRMIRA (automatically for 180 days after the death of their spouse or common-law partner);
  - or the surviving Spouse of the deceased Tenant has obtained a court order for exclusive occupation of the Social Housing Home in accordance with the FHRMIRA, in which case, the Shuswap Band will not recover possession of the Social Housing Home until the expiry of the time specified by the applicable court order.
5. If a Co-Tenant of a Social Housing Home dies during the term of the Tenancy, the surviving Co-Tenant may retain possession of the Social Housing Home and will become the sole Tenant under the Tenancy Agreement provided that the surviving Co-Tenant continues to be eligible to be a Tenant as set out in subsection 1.
6. If the surviving Co-Tenant is not willing or eligible to remain as the sole Tenant, the Tenancy Agreement is terminated and the Shuswap Band will recover possession and may reallocate the Social Housing Home to the next qualified applicant on the Waiting List in accordance with this Housing Policy.

**B. Vacating the Social Housing Home and Unclaimed Possessions**

1. If a Tenant dies and the Housing Department determines that no next of kin or beneficiary is willing or eligible to take over the deceased Tenant's Tenancy Agreement, the Housing Department will provide notice to the deceased Tenant's family and estate providing 21 days for them to remove the deceased Tenant's personal property from the home and the Social Housing Home will be eligible for re-allocation in accordance with this Housing Policy.
2. Any unclaimed personal property will be managed in accordance with subsection 1 of this Housing Policy.

**C. Outstanding Arrears and Housing Charges**

If the deceased Tenant was in Arrears or otherwise in debt to the Shuswap Band for housing related charges, the Shuswap Band may file a claim against the estate of the deceased Tenant for repayment of the monies owed.

**19. ASSISTANCE ANIMAL RULES****A. Animals/Pets are Not Permitted in Social Housing Units**

Except where animals qualify as "Assistance Animals" or "Certified Guide/Service Animals", animals of any type are not allowed in Social Housing Units. Guests of tenants in Social Housing Units may not bring animals into units. Tenants are not permitted "pet sit" for others in units.

**B. Keeping Assistance Animals or Guide/Service Dogs in a Social Housing Home**

1. If a Tenant requires an assistance or certified guide/service animal as defined in the *Guide Dog and Service Dog Act and Regulation (British Columbia)*, the *Housing Department* may approve the animal to reside in the Social Housing Home.

**C. Authorizing Assistance Animal**

1. For each guide/service and assistance animal a Tenant wishes to keep on the Premises, they shall submit **Form H.4: Assistance Animal Request Form** to the Housing Department for approval that includes the number.
2. As part of the approval process, the Tenant and the Housing Manager will conduct a condition assessment of the Social Housing Home in accordance with section 25.B to confirm the condition and appropriateness of those parts of the Social Housing Home that may be designated for the housing and care of an Assistance Animal.
3. If the Housing Department approves an application to have a Guide or Service Animal in the Social Housing Home:
  - The Tenant will sign and comply with the Assistance Animal policy addendum to the Tenancy Agreement in the Form H.4: Assistance or Guide/Service Animal Tenancy Addendum; and
  - The Tenant shall provide the Housing Department with the animal damage deposit equal to half of one month's Rent under this policy and in accordance with the funds in trust *Financial Administration Law*.

**D. Tenant Responsibilities**

1. The Tenant is solely responsible for any damage caused to the Social Housing Home by any animal the Tenant, an Authorized Occupant or guest keeps at the Social Housing Home, regardless of whether the Housing Department has approved the animal to reside at the Social Housing Home.
2. If the Tenant fails to repair any such damage prior to termination of the Tenancy Agreement, the Shuswap Band may apply the pet security deposit towards the costs of such repairs.

**20. SUBLETTING**

- A. A Tenant must not sublet the Social Housing Home.
- B. If a Tenant sublets the Social Housing Home, it is a breach of the Tenancy Agreement for which the Shuswap Band may terminate the Tenancy Agreement in accordance with Section 24 of this Housing Policy.

**21. INSURANCE****A. Property Damage Fire Insurance – Social Housing Homes Coverage**

The Shuswap Band will maintain property and fire insurance for all Social Housing Homes so long as the Shuswap Band retains ownership of the Social Housing Home.

**B. Contents Insurance**

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 Shuswap Band's insurance policies.

**C. Tenant Covenant**

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 Shuswap Band for a Social Housing Home.
2. A Tenant will immediately comply with any written notice from the Shuswap Band 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 Shuswap Band for a Social Housing Home.
3. Tenants are responsible for any losses, costs or damages incurred by the Shuswap Band for any conduct that voids an insurance policy carried by the Shuswap Band for a Social Housing Home.

**22. SECURITY DEPOSIT**

- A. All Tenants, except Tenants who are receiving social assistance, must pay a security deposit that is equal to i.e. one half of one month's rent. Rent before taking possession of a Social Housing Home.
- B. 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 Social Housing Home.
- C. The Housing Department will retain a security deposit in an interest-bearing account in trust for the Tenant for the duration of the Tenancy Agreement.
- D. Within ten (10) days of the Tenant vacating the Social Housing Home at the termination or expiry of the Tenancy Agreement, or a pet vacating a Social Housing Home, the Housing Department will return **or** make available for pick up a security deposit, plus accrued interest, to the Tenant unless:
  - the Housing Department, makes a claim, in writing, against the security deposit for Tenant damage to the Social Housing Home; or,
  - the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid rent or damage.
- E. A Tenant shall have the right to appeal a decision by the Housing Department to keep a portion of a security deposit as set out in Section 22.

**23. MAINTENANCE AND REPAIRS****A. Shuswap Band Maintenance and Repair Responsibilities**

1. The Shuswap Band will fulfill the duties and obligations set out in the **Form H.4 Rental Maintenance Responsibilities Schedule**.
2. The Shuswap Band is additionally responsible for:
  - ensuring that all maintenance and repair work overseen or carried out on the Social Housing Home by the *Housing Department* meets or exceeds the requirements of the *BC Building Code*, any Shuswap Band Laws specifying building standards, and any other applicable by-laws, codes or regulations;
  - ensuring all structural, heating, electrical and plumbing repair work carried out on the Social Housing Home is inspected and approved by a Certified Building Inspector; and,
  - keeping records of all repairs carried out on the Social Housing Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

**B. Tenant Maintenance and Repair Responsibilities**

1. Tenants will fulfill the duties and obligations set out in the **Form H.4 Rental Maintenance Responsibilities Schedule**.
2. Tenants must complete and submit the applicable Seasonal Maintenance Monitoring Checklist to the Housing Department in March of each year to confirm completion of their maintenance responsibilities.
3. Tenants are additionally responsible for the general maintenance, cleaning, and minor repairs and replacements to a Social Housing Home.
4. Tenants must, as soon as is reasonably possible, report to the Housing Department, by submitting a **Form F.1 Notice of Maintenance Requests** to the Housing Department identifying any maintenance issues.
5. The Tenant is responsible for the proper care and storage of belongings and materials within their homes, yards and common living areas.
6. The Tenant is only permitted to possess firearms and ammunition that are locked and secured in accordance with the regulations within or around the Social Housing Home.
7. Tenants shall not remove any fixtures from the Social Housing Home.
8. Tenants shall not remove any appliances, unless those appliances are the property of the Tenant, from the Social Housing Home.
9. No reimbursement for costs which are the responsibility of the Tenant
10. A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in the **Form H.4 Rental Maintenance Responsibilities Schedule** in a Tenancy Agreement or in this Housing Policy.

**C. Alterations, Additions, and Improvements**

1. A Tenant wishing to make any alterations, additions or improvements to the Social Housing Home must first obtain written approval of the Housing Department.
2. Unapproved alterations, additions or improvements may be subject to removal by the Housing Department at the expense of the Tenant.
3. Unless otherwise agreed to in writing, the Shuswap Band is not responsible for the cost of repairs to any unapproved alterations, additions or improvements.

**D. Emergency Repairs**

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:
  - An accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon dioxide detectors;
  - A hazard to immediate health or safety of Tenants, Authorized Occupants or any person;
  - The loss, or potential loss, of an essential service such as electricity, plumbing, heat; or
  - Any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.
2. Tenants are responsible for reporting any circumstance which may warrant an emergency repair to the Housing Department as soon as possible.
3. The Housing Department shall make all reasonable efforts to respond to emergency repairs as soon as possible, and, where possible, within one hour of receiving notification of the need for emergency repairs.
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

shall be responsible for the cost of those emergency repairs, in accordance with section 23 of this Housing Policy.

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 Shuswap Band 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.

#### **E. Tenant Failure to Comply with Maintenance Responsibilities**

A Tenant who breaches a Tenancy Agreement or a provision in this policy by failing to comply with his or her maintenance responsibilities may be issued a Notice of Default in accordance with section 15.C.

### **24. NEGLIGENCE or INTENTIONAL DAMAGE and VANDALISM**

#### **A. Tenant Damage**

1. For the purposes of this section, “Tenant Damage” means damage to a Social Housing Home caused by the intentional or negligent conduct of:
  - the Tenant,
  - an Authorized Occupant; or
  - a guest of the Tenant or Authorized Occupant.
2. Tenants are solely responsible for all costs of repairs to a Social Housing Home and/or replacement of any fixtures or appliances where those costs are a result of Tenant Damage.

#### **B. Condition Assessment**

When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a condition assessment using **Form B.3 Tenant Damage Assessments** in accordance with section C. of this Housing Policy.

#### **C. Notice of Tenant Damage**

If after completing a Tenant Damage assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a written **Form E.5 Notice of Tenant Damages** to the Tenant containing the following information:

- the nature and extent of the damage to the Social Housing Home,
- that the Housing Department has determined that the damage is Tenant Damage,
- the likely necessary repairs and/or replacements to the Social Housing Home;
- the estimated costs of any required repairs and/or replacements; and
- the options available to the Tenant to pay for the costs of repairs and/or replacements.

#### **D. Performance of Repairs**

The Housing Department will carry out the repairs and/or replacements set out in the **Form E.5 Notice of Tenant Damages** and the costs will be invoiced to the Tenant.

#### **E. Invoice Payment**

- The Tenant must pay the invoice for Tenant Damage repairs within 30 days of receipt of the invoice by either: (1) paying the amount in full, (2) negotiating a Tenant Damage Repayment Agreement with the Housing Department.

1. The Housing Department has no obligation to enter into a Tenant Damage Repayment Agreement.
2. The Housing Department may not enter into a Tenant Damage Repayment Agreement with a Tenant unless the Tenant pays a minimum of 15% of the estimated repair costs on the date the agreement is entered into.
3. 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 Default.

#### **F. Tenant Damage Discovered Upon Move-Out or Abandonment**

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 22.
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.

#### **G. Vandalism**

1. If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Social Housing Home, the Tenant must report such damage to the Housing Department and to the RCMP immediately.
2. When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a condition assessment **Form B.4 Vandalism Assessments** in accordance with section 25 of this Housing Policy.
3. The Housing Department will pay the costs of any necessary repairs or replacements to the Social Housing Home that are caused by third party vandalism, providing the Tenant has:
  - reported the break-in and/or vandalism to both the Housing Department and to the RCMP in a timely manner;
  - filed a police report; and
  - submitted a copy of the police report to the Housing Department.
4. If the Housing Department, during a condition inspection, finds unreported third-party damage to a Social Housing Home, the Housing Department will:
  - file a police report with the RCMP; and
  - refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.
5. If the Tenant does not report third party damage to a Social Housing Home in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.
6. The Housing Department is not responsible for any damage to the Tenant's personal property which is caused by a third party.

#### **H. Notice of Default for Significant Damage**

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 Default in accordance with section 15 of this Housing Policy.

## 25. CONDITION ASSESSMENTS

### A. General Policy

1. The Housing Department will conduct condition assessments of all Social Housing 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.
2. Except in the case of emergencies, abandoned Social Housing Homes, Housing Department unable to reach Tenant after reasonable efforts, etc., Tenants must be present for all condition assessments.
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 each of the Housing Department and Tenant will sign and retain a copy of the report.
4. The Housing Department will keep up to date **Condition Assessment Reports** for all Social Housing Homes.

### B. Move-in and Move-out Assessments

1. The Housing Department and Tenant will complete a move-in condition assessment of the Social Housing Home on or before the day on which the Tenant is entitled to occupy a Social Housing Home and on or before any day on which the Tenant is entitled to bring a pet to reside in the Social Housing Home.
2. The Housing Department and Tenant will complete a move-out condition assessment of the Social Housing Home anytime a Tenant is vacating a Social Housing Home, and anytime a Tenant ceases keeping a pet at the Social Housing Home.
3. A move-out condition assessment will be completed on or after the day on which the Tenant ceases to occupy the Social Housing Home, or on or after the day on which the Tenant ceases keeping a pet in the Social Housing Home, or on another mutually agreed upon day.
4. The Housing Department shall provide the Tenant with a copy of the signed Form B.2 Move-In/Move-Out Assessment.
5. The Housing Department shall make reasonable efforts to accommodate a Tenant and shall offer no fewer than three (3) opportunities to the Tenant to schedule a move-in or move-out condition assessment.
6. If a Tenant fails or refuses to participate in a move-in or move-out condition assessment and the Housing Department has complied with the requirements in section 25.B. then:
  - the Housing Department may conduct the move-out condition assessment and complete the Condition Assessment Report without the Tenant being present; and
  - the Tenant's right to the return of a security deposit or pet damage deposit, or both, is extinguished.
7. Except where a Tenant has abandoned the Social Housing Home, the Shuswap Band's right to claim the security deposit or pet damage deposit, or both, is extinguished if the Housing Department fails to:
  - comply with section 5 above;
  - participate in either a move-in or move-out condition assessment; or
  - provide the Tenant with a copy of the **Form B.2 Move-In Move-Out Assessment Form**.

**C. Quarterly Maintenance Planning Assessment**

1. The Housing Department shall complete a Maintenance Planning Assessment with the Tenant for each Social Housing Home on an annual basis, in order to schedule assessments every 3 months, or more often if deemed necessary.
2. The Housing Department will provide the Tenants at least 14 days written notice prior to the date of assessment.

**D. Other Assessments**

1. The Housing Department may enter a Social Housing Home to conduct a condition assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant.
2. The Housing Department may retain the services of external inspectors and building experts to conduct a condition assessment of the Social Housing Home at any time during the term of a Tenancy Agreement upon giving notice to the Tenant.
3. In the case of a health and safety emergency, including natural disasters, the Housing Department or delegate may enter a Social Housing Home without notice to the Tenant to conduct an assessment of emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.

**26. TRANSFER/RELOCATION OF TENANTS****A. Transfers Required to meet National Occupancy Standards (NOS)**

1. The Shuswap Band may require a Tenant to transfer to an alternative available Social Housing Home, or to exchange Social Housing Homes with another Tenant, in order to ensure that the Tenant's Household Composition conforms with the National Occupancy Standard (NOS).
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 NOS.

**B. Emergency Transfers**

The Shuswap Band may transfer a Tenant to an alternative Social Housing Home at any time such transfer is required as a result of an emergency (i.e. fire, flood, earthquake, et al). 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.

**A. Transfer Requested by Tenant**

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

**B. Termination of Previous Tenancy Agreement**

When a transfer is required or approved, the previous Tenancy Agreement is terminated and the Tenant will be required to enter into a new Tenancy Agreement for the new Social Housing Home.

**C. Notice of Transfer**

If a transfer is required by the Shuswap Band in accordance with section other than emergency transfers, the Shuswap Band will provide the Tenant with a written notice of 90 days before termination of the existing Tenancy Agreement.

**27. ABSENCES AND ABANDONMENT****A. Extended Absences**

1. If a Tenant will be absent from the Social Housing Home for longer than 60 days or more consecutive days, the Tenant must submit **Form F.2 Notice of Absence** to the Housing Department **OR** provide written notice to the Housing Department.
2. The Housing Department may approve a request for an extended absence at its sole discretion.
3. During an authorized extended absence:
  - the Tenant must continue to pay Rent and utilities; and
  - the Housing Department is responsible for routine preventative maintenance of the Social Housing Home, including monitoring to prevent vandalism and other hazards.

**B. Abandoned Social Housing Homes**

1. The Housing Department may deem a Social Housing Home to be abandoned and resume possession if:
  - (a) the Tenant is absent for 59 or more consecutive days without notice to **OR** prior written approval of the Housing Department;
  - (b) Rent and/or utility payments for the Social Housing Home have not been paid for 5 or more days (or have been disconnected);
  - (c) The Tenant has failed to communicate with the Housing Department regarding the absence;
  - (d) The Housing Department has been unable to contact the Tenant for 10 (ten) or more consecutive days; and/or
  - (e) The Tenant has failed to respond to a Notice of Abandonment **OR** written notice from the Housing Department for 59 or more consecutive days.
2. If a Tenant is deemed to have abandoned a Social Housing Home, the Tenancy Agreement is deemed to be terminated and the Tenant to have forfeited all rights thereunder, including any option to purchase under an Agreement, and the Tenant will be responsible for:
  - Rent for the month following the date on which the Social Housing Home is deemed abandoned;
  - any Arrears or other outstanding housing-related debts; and
  - any costs incurred by the Shuswap Band as a result of the Tenant's abandonment of the Social Housing Home,
  - all of which will be a debt owed to and recoverable by the Shuswap Band.
3. The Housing Department may take any action it deems necessary to secure and protect an abandoned Social Housing Home, including changing the locks or other means of access;
4. Any personal property remaining in an abandoned Social Housing Home will be handled in accordance with section 16.C of this Housing Policy.

**28. KEYS AND LOCKS**

1. The Shuswap Band will retain a copy of the keys for each Social Housing Home.
2. The Shuswap Band will not change the locks or other means of access to a Social Housing Home that is occupied by a Tenant unless the Shuswap Band also provides the Tenant with new keys or other means of access. The Shuswap Band may at its sole discretion and at any time change the locks on a vacant Social Housing Home.
3. Tenant(s) will not change the locks or other means of access to a Social Housing Home.

## **29. SHUSWAP BAND ENTRY OF THE SOCIAL HOUSING HOME**

### **A. Shuswap Band Entry with Notice for Reasonable Purpose**

The Housing Manager or a delegate may only enter a Social Housing Home if the Housing Department gives advance written notice to the Tenant at least 48 hours before the proposed entry setting out:

- a reasonable purpose for entering;
- the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant agrees, otherwise;
- the entry is without notice but is necessary to protect life or property (emergency entry);
- the Tenant(s) consents at the time of entry; and
- the Tenant has abandoned the Social Housing Home.

### **B. Emergency Entry**

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

## **30. FIRE PROTECTION**

1. Smoke, CO2 and Radon Gas Detectors are installed and will be inspected regularly.
2. Chimneys, Fireplaces and Woodstoves (when applicable)
  - Tenants must keep any chimney or fireplace clear of debris.
  - On an annual basis, the Shuswap Band shall:
    - Inspect and clean the chimney;
    - Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
    - Ensure that all installed fireplaces and woodstoves are properly installed and inspected as specified in the National Fire Code of Canada.
3. Fire Extinguishers – will be supplied and inspected as per requirements in National Fire Code of Canada.
4. Flammable Materials, Ignition Devices
  - Tenants must store all flammable liquids or solvents (hazardous materials) and firewood in appropriate containers (metal where applicable) and least 6 metres (20 feet) from the Social Housing Home doorways, windows and air intakes.
  - Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.
  - Burning candles or incense is not permitted in Social Housing Homes.
5. Smoking of Cigarettes, E-Cigarettes and Medical Cannabis are NOT PERMITTED in Social Housing Homes. Smoking is allowed a minimum of six metres (20 feet) away from all doors and windows and air intakes.

6. Emergency Exits
    - The Shuswap Band recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Social Housing Home.
    - Tenants must ensure all entry/exit points for the Social Housing Home are clear and accessible at all times.
  7. Regional Fire Department Services are available by services agreement from the Regional District of the East Kootenay (Windermere Fire Department).
- 31. VEHICLES AND PARKING** – The parking restrictions and maximum number of vehicles will be outlined in the Tenancy Agreement. All vehicles parked at Social Housing Units must be in working order, licensed and insured.

**32. APPEALS PROCEDURES**

- A. Appeals Committee** is made up of the Housing Committee and Council members until further notice.
- B. Types of Appeals** - A Tenant, Member or any person directly affected by a decision made under this Housing Policy may appeal any decision made under this Housing Policy, including decisions of the Housing Department, Housing Committee and/or Council.

- C. Grounds for Appeal** - A decision may be appealed on any of the following grounds:

\*There was an error of fact.

\*There was an error of law.

\*The appellant questions the decision as unfair, unjust or unreasonable.

**D. Time Limitations**

1. Time is critical to the fair disposition of disputes or appeals.
2. Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.
3. The appellant and the responsible authority or committee must perform each step in the appeals process within the time specified for such step.
4. If the responsible authority or committee is unable to provide a response within the specified period, the appellant shall be informed of that fact and of when the response will be provided.
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 Appeals Committee in deciding whether an appeal will be heard.

**E. Hearing Process**

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.
2. While the Appeals Committee has broad discretion, all hearing must comply with the following procedures:
  - a) The hearing must take place as soon as possible following the referral to the Appeals Committee
  - b) As much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the Appeals Committee and to the parties.
  - c) All parties will be given reasonable written notice of the date, time and place of the hearing.

- d) The hearing will be open, except where otherwise requested by either party or if the Appeals Committee determines in its sole discretion that a closed hearing is required.
- e) A party requesting a closed hearing must provide reasons for the request and the Appeals Committee will have sole discretion to confirm or deny such request.
- f) Each party will have opportunity to make submissions to the Appeals Committee (either oral or written) and to present witness testimony, and each party may question the other's witnesses.
- g) Each party will bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.
- h) After the hearing is complete, the Appeals Committee will deliberate in closed session and will provide a written decision with reasons, and any order of the Appeals Committee, to all parties within two working days of the conclusion of the hearing, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.