



KITSUMKALUM FIRST NATION

HOUSING POLICY

Approved and Adopted December 18, 2014

Table of Contents

	<u>Page</u>
1.0 Introduction	3
2.0 Objectives	3
3.0 Definitions	4
4.0 Policy and Program Administration	6
5.0 Amendments	6
6.0 Roles and Responsibilities	7
7.0 Allocation of Housing Assistance	10
8.0 Appeal Process	13
9.0 Rental Agreement	14
10.0 Security Deposit	15
11.0 Rental Payments	15
12.0 Default on Rental Payments/Consequences for Non-Payment ..	16
13.0 Termination of Rental Agreement	18
14.0 Insurance	21
15.0 Maintenance and Repairs	21
16.0 Inspections	24
17.0 Awarding of Contracts for Maintenance and Repairs	27
18.0 Access to the Rental Unit	27
19.0 Tenant Damage	28
20.0 Vacated and Abandoned Units	29
21.0 Subletting	31
22.0 Death of a Tenant	31

Appendix "A" - Application for Housing (Contact Information - Page 32)

Appendix "B" - Application for Housing (Questions & Answers - Pgs. 33 & 34)

Appendix "C" - Application for Housing (Applicant Information - Pgs. 35 - 40)

Appendix "D" - Application for Housing (Priority Ranking - Pgs. 41 & 42)

Appendix "E" - Application for Housing (Unit Condition Report - Pgs. 43 - 45)

Appendix "F" - Application for Housing (Request for Repairs Form - Section 95. - Pg. 46)

1.0 Introduction

The purpose of the band housing policy for the Kitsumkalum First Nation is to provide band members with shelter that meets minimum health, safety, and structural standards. The Kitsumkalum First Nation is providing a housing policy that is equitable and beneficial to the community as a whole. The Chief and Council, Housing Committee and the housing department of the Kitsumkalum First Nation have reviewed the administration of housing services and recommend the following new housing policy dated December 18, 2014 to assist with the effective delivery and administration of housing services to the community.

The band housing policy applies to units owned by Kitsumkalum First Nation and administered by the housing department as band housing units. Kitsumkalum First Nation obtained loans through CMHC to construct these units and the loans are guaranteed by the band through a Ministerial Loan Guarantee with Aboriginal Affairs and Northern Development Canada (AANDC). The band is responsible to make monthly payments to repay the loans as agreed.

2.0 Objectives

Housing is an essential service because it affects the health and well being of all Kitsumkalum First Nation members. This housing policy outlines the rules and regulations by which this service will be provided.

This policy is based on the principle that housing is a shared responsibility between the Kitsumkalum First Nation government and the tenants. All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the community's investment in band housing and to maximize housing resources.

The objectives of this band housing policy are:

- 2.1 To respond to the demand and need for adequate band housing services by prioritizing and allocating housing assistance in an equitable manner;
- 2.2 To protect and enhance the community's Investment in housing;
- 2.3 To share the responsibility for housing between the Kitsumkalum First Nation government and the members;
- 2.4 To keep band members informed of the goals and priorities of community housing plans and their achievement, and to provide a means for members to appeal decisions which they feel may not have been made according to the housing policy; and
- 2.5 To protect and extend the life of existing housing through maintenance, insurance and renovation policies.

Ownership of the house and land remains with Kitsumkalum First Nation in the case of rental housing, or until all payments are made in the case of Social or Section 95 housing. Tenants have no authority to authorize other tenants to occupy the unit and no right to rent or sublet the unit.

3.0 Definitions

As used in this band housing policy, the following definitions will apply:

"Appeal Committee" means an independent body that is responsible to hear appeals about housing decisions. They will review information and check for compliance with the housing policy, community housing goals and priorities.

"Applicant" means a person who is applying for housing assistance.

"Arrears" refers to money owed to the Kitsumkalum First Nation and not yet received.

"Band" means the Kitsumkalum First Nation unless indicated otherwise.

"Band member or member" means a member of the Kitsumkalum First Nation whose name appears on the band membership list maintained according to the Band Membership Code.

"Band house" means a house, or other residential unit owned and administered by the Kitsumkalum First Nation.

"Call for Bids" means the procedure for obtaining offers from qualified contractors or tradespersons to carry out work identified by the housing department that is required to be completed on a rental unit.

"Council" means the Chief and Council of Kitsumkalum represented by one (1) Chief and seven (7) Councillors elected by members of Kitsumkalum First Nation.

"Eviction" refers to the legal action taken by the housing department to remove a member from a band house for failure to honour the conditions of their rental agreement.

"First Nation" means the Kitsumkalum First Nation represented by its' Chief and Council.

"Housing Committee" means the Kitsumkalum Housing Committee, an organized group of community members appointed by Chief and Council for the purpose of assisting and supporting housing services in accordance with the housing policies as approved by Chief and Council.

"Housing Department" is the body responsible to facilitate, manage and administer the housing programs and services on behalf of Chief and Council.

"Rent" means the amount paid or required to be paid by a tenant to the housing department for the right to occupy a band house.

"Tenant" means a person who enters into a rental agreement with the housing department and who pays rent or is required to pay rent in return for the right to occupy a band house.

"Unit" means the home or house occupied by the tenant.

4.0 Policy and Program Administration

- 4.1 The housing department is responsible for the day-to-day operations of all housing programs and services including but not limited to: identifying community housing goals, developing, implementing and enforcing policy, providing tenant counselling regarding tenant responsibilities, sharing and facilitating information with the leadership and the membership.
- 4.2 The Housing Committee is appointed by Chief and Council after an application process for the purpose of supporting and assisting the housing department in achieving housing goals, on-going communication and liaising with the membership and leadership and providing advice and assistance to the housing department when required.
- 4.3 The housing department with guidance from the Housing Committee will prepare all applications, submissions, and policies and submit to Chief and Council for final approval.
- 4.4 This housing policy applies to all persons occupying a band unit from the Kitsumkalum First Nation.

5.0 Amendments

- 5.1 Any amendments made to this housing policy must be presented to Chief and Council for approval and they will confirm approval/rejection within 30 days of receipt of the proposed amendment. Council may consult with the housing department, Housing Committee and/or band membership by way of a community meeting to discuss the nature of any proposed amendments.
- 5.2 Policy amendments approved by Chief and Council will be posted at the band office for 30 days after approval. Tenants will be provided a copy of any amendment(s) made to the housing policy.

6.0 Roles and Responsibilities

6.1 Band Membership

6.1.1 As members of the Kitsumkalum First Nation, each person has a responsibility to contribute their views on housing programs and services. This can be done by participating in community meetings and talking with the housing department or the Housing Committee. All members are encouraged to contribute to the development of housing policies and procedures in the Kitsumkalum First Nation.

6.1.2 Band members have a responsibility to support implementation and enforcement of the community housing policy as approved by Chief and Council. Kitsumkalum membership will be provided copies of the adopted housing policy and will request feedback to the policy with the goal of attaining community support.

6.2 Chief and Council

6.2.1 As the elected leaders of the Kitsumkalum First Nation, Chief and Council will reserve final decision for all housing programs and services. Council approves all policies and procedures that are to be implemented in the nation. In developing policies, Council has a responsibility to obtain views of the people and to consider those views, however Chief and Council will decide what policies will be implemented.

6.2.2 Council is responsible for reviewing and approving all recommendations for housing assistance submitted by the housing department and ensuring that any decision complies with the housing policy.

6.2.3 Council may delegate the function of policy development to others, however, council retains the responsibility for reviewing the recommended policies and approving those policies for

implementation and enforcement. Following the approval of new policies, Council has the responsibility of ensuring the members are made aware of the new policies and how they are going to be implemented and enforced.

6.2.4 Council is responsible to oversee the operations of the housing department including ensuring that financial controls are in place and that the housing department reports back to Council on a regular basis, as determined by Council.

6.3 Housing Committee

6.3.1 The key responsibilities of the Housing Committee are:

- * To review and recommend applications for housing programs and services based on the approved selection/eligibility criteria and point rating system;
- * To recommend to Chief and Council changes in policy as recommended by the housing department, the membership and/or leadership;
- * To report to Chief and Council on a regular basis, as determined by Chief and Council;
- * To support the enforcement of housing policy and community housing goals; and
- * To support the work of the housing department.

6.4 Housing Department

6.4.1 The key responsibilities of the housing department are:

- * To apply and enforce the housing policy;
- * To recommend changes in policy as needed and to review housing goals and priorities annually;
- * To maintain an up-to-date priority list of applications for housing assistance;

- * To gather and review information on new housing programs available; to assess their applicability to the housing needs of Kitsumkalum and to recommend the adoption of such programs;
- * To carry out repairs and renovations in a cost effective manner;
- * To monitor the effectiveness of all housing policies and programs;
- * To report regularly to the Chief and Council, Housing Committee or membership on the activities of the housing department;
- * To prepare annual budget requests for the approval of Chief and Council;
- * To prepare an annual report for Council, including an audited financial statement;
- * To plan, organize and carry out community consultations on policy revisions, amendments and any new programs or services; and
- * To provide counselling for tenants to assist them in understanding and assuming their housing responsibilities. This includes, but is not limited to, pre-occupancy counselling to all approved applicants to confirm tenant and Band responsibilities regarding the rental agreement, and ongoing home visits on topics such as financial counselling, arrears recovery and home maintenance.

6.5 Appeal Committee

6.5.1 The primary function of the Appeal Committee is to hear appeals by applicants and tenants regarding housing decisions and to verify that decisions are in accordance with the approved policy, and if

necessary provide direction to the housing department on how to address the issue. The Appeal Committee is an independent body at arms-length from Council, the Housing Committee and housing and band staff that is in place to hear appeals on all Kitsumkalum First Nation programs and services.

6.5.2 The Appeals Committee is to be comprised of four (4) members, a chairperson selected by the Appeals Committee and three (3) voting members. Each member of the Appeals Committee will be an elder selected by their respective tribal group, ie: Ganhada (Raven), Laxsgiik (Eagle), Laxgibu (Wolf) and Gisbutwada (Black Fish).

6.6 Band Housing Tenants

6.6.1 Band housing tenants will be required to sign a rental agreement with the housing department. They are responsible to live up to the conditions of the rental agreement which includes; but is not limited to, carry out minor maintenance and repairs, correcting tenant damage, making monthly rental payments, paying utility costs, keeping the house a property free of health and safety hazards, and informing the housing department of all planned and/or prolonged absences (as defined in the rental agreement).

7.0 Allocation of Housing Assistance

7.1 Eligibility

The following guidelines will ensure equal consideration to all applicants for housing assistance.

7.1.1 An applicant must be 19 years or older and a member of Kitsumkalum First Nation;

- 7.1.2 Each applicant must complete a detailed housing application form (refer to Appendix "A" for a copy of the application form). Applicant(s) must complete additional forms/worksheets as part of the application process including but not limited to a release for Kitsumkalum First Nation to verify information provided in the application, calculation of income, credit check, determining total debt servicing ratio;
- 7.1.3 Applicants will be required to provide verification of household income and complete an affordability analysis in order to confirm their ability to manage the monthly rental payments and other associated costs or charges;
- 7.1.4 Any applicant with rental arrears and outstanding accounts with Kitsumkalum First Nation will not be considered for housing assistance until outstanding accounts are paid in full or, if they are currently in debt to the nation, that they have honored a repayment agreement for a minimum of six (6) consecutive months.
- 7.1.5 Any applicant with a history of poor tenancy (cited for rental agreement violations where notice to correct or vacate was issued (Reference 7.1.4 above) will not be considered eligible for housing assistance except where the applicant has documentation from a landlord that confirms compliance with a rental agreement for a consecutive two (2) year period.

7.2 Application Process

Any band member in need of housing assistance must complete an application form. Application forms for housing assistance are available from the housing department.

- 7.2.1 The housing department will review active applications to identify the members who may receive assistance according to the selection criteria point rating system (refer to Appendix "B") and target priorities for that year.

- 7.2.2 Within 30 days of receipt of the application, the housing department will review/verify information provided, conduct an in-person interview with applicants and provide written notification to the applicant to confirm eligibility and to confirm the expected date of review by Chief and Council to confirm/deny approval. If the application is ineligible, the housing department will confirm the reason(s) for ineligibility.
- 7.2.3 The housing department will submit the eligible applications to the Housing Committee for their review 30 days in advance of the date Council will meet to approve applications.
- 7.2.4 The housing department will notify all applicants in writing of the result of the selection process for housing assistance within 15 days of the review by Chief and Council.
- 7.2.5 All housing applications will be kept on file for five (5) years commencing on the adoption date of the amended housing policy. Applicants are responsible to update their application annually; applications not updated annually will be considered inactive and will be removed from the file.
- 7.2.6 The housing department will keep a written record of its' consideration of applications and the reasons for approval or rejection. This information will be available to the Appeal Committee in the event that a decision is appealed.

7.3 Selection Criteria

The purpose of the selection criteria is to select applicants on the basis of relative merit and in accordance with the community housing goals and the approved housing policy. A completed application will include the point-rating guide (refer to Appendix B). This guide will provide an assessment of the current living conditions, affordability analyses, credit rating and confirmation of household size.

8.0 Appeal Process

- 8.1 Applicants/tenants may appeal decisions regarding the selection process for band housing units, enforcing of consequences for violation of policy or other related housing decisions related to their household. The following process must be followed:
- 8.1.1 Any appeal of decisions must be made within ten (10) working days of when the decision was made or of receipt of the notice of decision by the applicant/tenant.
 - 8.1.2 The applicant/tenant must submit the appeal, in writing, to the housing manager who will notify the Housing Committee within seven (7) working days of receipt of the appeal. The Housing Committee will have seven (7) working days in which to reconsider its' decision based on any new information provided.
 - 8.1.3 After seven (7) working days, if the Housing Committee confirms that the decision has been made without error or prejudice, submit the appeal to the Appeal Committee. The Appeal Committee will review information brought forward by both the party making the appeal and the housing department and may request verbal presentation by both parties.
 - 8.1.4 The applicant/household must attend a hearing by the Appeal Committee, if requested to do so.
 - 8.1.5 The applicant/household must abide by the final decision of the Appeal Committee.
- 8.2 In considering the appeal, the Appeal Committee will decide whether Council/the housing department based its decision according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy or law. In hearing verbal appeals, the

Appeal Committee will ensure the appropriate parties are represented. The Appeal Committee shall provide a decision within seven (7) working days of receipt of the appeal from the Housing Committee.

8.2.1 The Appeal Committee may, after consideration of all the information presented during the appeal hearing:

- * Request that the housing department review its decision based on a corrected understanding of the policy;
- * Order the housing department to follow approved policy and priorities established for band housing;
- * Affirm the decision made by the housing department;
- * Recommend amendments to this band housing policy manual.

9.0 Rental Agreement

The rental agreement has been developed to protect the band housing unit, the tenant and Kitsumkalum First Nation. The rental agreement reflects current legislation, the housing goals of Kitsumkalum First Nation, the rules set out in this band housing policy, and it confirms the tenant's obligations and the obligations of Kitsumkalum First Nation. All tenants must sign the rental agreement prior to occupancy.

9.1 The housing department will complete an in-person meetings with the tenant(s) to explain all aspects of the program and the rental agreement. The housing department shall review all rules imposed on tenants, charges payable by tenants and consequences for breach of the rental agreement. A record of this meeting shall be made and retained on the tenant file.

9.2 Two copies of the rental agreement shall be signed by the housing department and the tenant(s) prior to occupancy of the unit by the tenant(s). One copy of the agreement shall be kept by the housing

department, the second copy shall be provided to the tenant(s) not later than 21 days after it was entered into.

- 9.3 Subject to Kitsumkalum First Nation laws and applicable Landlord/Tenant legislation, the rental agreement shall describe the tenant's responsibility for rent payments, regular unit maintenance, snow removal, utility payment, etc.
- 9.4 The rental agreement is administered in accordance with the terms outlined in the rental agreement and the applicable legislation.
-

10.0 Security Deposit

- 10.1 The security deposit is required to be paid to the housing department at the time the rental agreement is signed by the tenant(s).
- 10.2 The amount of the security deposit is equal to one half of one month's rent payable under the rental agreement.
- 10.3 The security deposit will be held by the housing department in the Kitsumkalum Social Housing Account. On termination of the rental agreement the balance of the security deposit plus interest at a rate set by the Landlord/Tenant Act legislation LESS any costs incurred by the housing department related to repairs or tenant damage, shall be reimbursed to the tenant by cheque within 60 days of termination of the rental agreement.
- 10.4 Damages and other costs over and above the security deposit shall be recovered through legal processes (small claims court, garnishment orders, etc.)
-

11.0 Rental Payments

All tenants are expected to contribute to the cost of housing.

- 11.1 All band employees who are tenants of Kitsumkalum Housing and Property Development are required to endorse a payroll deduction form to service rental payments.
- 11.2 All tenants occupying new and existing houses constructed and administered as band housing units shall pay rent.
- 11.3 Rent payments are due to be paid on the first working day of the month. Payments are to be made by cash, cheque or money order to the housing department. The housing department will provide a receipt for cash, cheque or money order payments.
- 11.4 Rent levels are subject to change at the discretion of the housing department and Council.
- 11.5 The housing department will give the tenant written notice of rental increases at least sixty (60) days prior to the effective date of the rental increase/renewal of the rental agreement.
- 11.6 All charges for utilities including electricity, heat, telephone or other services are the responsibility of the tenant, unless otherwise indicated in the rental agreement.
- 11.7 The housing department shall, on an annual basis, provide all tenants with a written statement of account confirming payments received and/or payable for the previous calendar year.

12.0 Default on rental payment/consequences for non-payment of rent

- 12.1 As detailed in the rental agreement, rental payment requirements, default procedures and consequences for non-payment of rent will be explained to each approved applicant. The tenant file shall document/date all attempts made by the housing department to contact the tenant. Default policies will be applied immediately after one payment has been missed, as follows:

- 12.1.1 Rent payments are due on the first working day of the month. A first notice will be sent to the tenant on the 3rd working day of the first month the payment is missed. A tenant will be advised to pay the outstanding rent in full or make an appointment with the housing department to discuss repayment of the arrears.
- 12.1.2 If after the 10th working day of the month no payment has been received a second written notice will be sent to request a meeting between the tenant(s) and the housing department to discuss the situation and to make arrangements for the repayment of arrears. The housing department will also make every effort to contact the tenant by telephone to discuss the arrears situation.
- 12.1.3 If after 30 days no payment has been received, a written notice will be sent immediately after the second payment has been missed. This notice will include a date for an interview/meeting with the housing coordinator or other housing staff to discuss the situation and to make arrangements for the repayment of arrears. The tenant will be given 10 working days to pay the arrears in full or to meet with the housing department staff and make a written agreement to repay the arrears.
- 12.1.4 If the tenant fails to pay the arrears in full or fails to meet with the housing department staff and make a written agreement to repay the arrears by the end of the 10-day period, the following actions for non-payment of rent will be taken immediately:
- a) Rental arrears will be reported to the credit bureau;
 - b) The tenant may be denied repairs/renovations (other than those required to meet health and safety standards; and

c) As a last resort, steps will be taken to carry out eviction.

12.1.5 Both the tenant and the housing department must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment installment and the date the payment is due (refer to Appendix "E" for a copy of a standard arrears recovery/repayment agreement). If the tenant fails to honor the repayment agreement, the default procedures for non-payment of rent will start immediately after the arrears repayment is not made as agreed.

13.0 Termination of the Rental Agreement

13.1 Termination by the tenant

13.1.1 The tenant(s) may terminate their residency by giving 30 days written notice to the housing department. The notice must confirm the address of the rental unit and confirm the date that the tenant(s) plan to move out.

13.1.2 The notice must be delivered by hand to the housing department or by registered mail to the housing department, at least 5 days in advance of the 30 days notice period.

13.2 Termination by Kitsumkalum First Nation

13.2.1 Termination of the rental agreement by Kitsumkalum First Nation will occur where there has been a breach of the rental agreement and/or for any of the following:

- i) Tenant knowingly gave false information to Kitsumkalum First Nation.
- ii) Tenant is repeatedly late paying rent.

- iii) Tenant is a chronic non provider of monthly rental payments.
- iv) Tenant is in arrears of the rental payments.
- v) Tenant or a person permitted on the property by the tenant has:
 - Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the Kitsumkalum First Nation.
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring tenant or the Kitsumkalum First Nation.
 - Put the Kitsumkalum property at significant risk.
- vi) Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the Kitsumkalum property.
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or Kitsumkalum.
- vii) Tenant has caused damage to the rental unit or property:
 - Tenant has not done the required repairs to the property.
 - Tenant has not paid Kitsumkalum Housing & Property Development for repairs done to the property.

13.2.2 Termination of the rental agreement will take place (30 days) after written notice has been provided to the tenant(s) and efforts have been made, and documented, by the housing department to meet with the tenant and provide counselling on the consequences of failing to resolve the breach and that these efforts have failed to resolve the breach of the rental agreement.

13.2.3 An unresolved breach of the rental agreement will require Kitsumkalum First Nation to evict the tenant(s) from the unit. Eviction action will be taken as a last resort in cases where the tenant(s) have failed to resolve the breach of the rental agreement.

13.2.4 The written notice to terminate the rental agreement will be issued to the tenant(s) 30 days before the date that the rental will be terminated by either:

- i) Handing the notice directly to the tenant.
- ii) Securely attaching the notice to the door of the rental unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached.
- iii) Handing the notice to an adult who lives with the tenant.
- iv) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.

13.3 Where eviction action has been identified as the only solution to the breach of the rental agreement, such action will proceed in accordance with the Landlord Tenant Act.

13.4 If the tenant does not vacate the unit at the required date defined in the termination of the rental agreement notice, Kitsumkalum First Nation may obtain the services of a bailiff or retain a solicitor to obtain from the court an Order of Possession and to serve this order on the tenant(s).

13.5 Where the reason for eviction is rental arrears, after an account has been placed in the hands of a solicitor to proceed with eviction, any offer of payment or settlement (either full or partial) made by the tenant to the housing department or the solicitor is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the rental agreement).

14.0 Insurance

14.1 The housing department is responsible for obtaining and paying for liability and structural insurance on all band owned units.

14.2 Tenants are encouraged to obtain insurance to cover contents/personal belongings. This cost is the responsibility of the tenant. Neither the Band nor the housing department is responsible for the contents/personal belongings of the tenant(s).

15.0 Maintenance and Repairs

15.1 Kitsumkalum First Nation Responsibilities

15.1.1 Kitsumkalum First Nation, through the housing department, is responsible to maintain the premises in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards to extend the life of the unit.

- 15.1.2 The housing department is responsible to carry out repairs arising from normal wear and tear.
- 15.1.3 The housing department is responsible for repairs related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently by the tenant(s), or the tenant's guests.
- 15.1.4 The housing department is responsible for repairs and maintenance to major appliances provided in the rental agreement, except where outlined in the agreement (fridge, stove, hot water tank, water pump, furnace, etc.),
- 15.1.5 The housing department will keep a record of all maintenance and repairs carried out on a rental unit including response time, reason for the repairs, date of the repair work, repair items and costs.

15.2 Tenant Responsibilities

- 15.2.1 Tenants are responsible for the general maintenance, repairs and replacements outlined in the rental agreement and for the cost of all repairs required as a result of willful damage or neglect by the tenant or their guests. A schedule of specific tenant responsibilities is included in the tenancy agreement.
- 15.2.2 Tenants are responsible to immediately report to the housing department any accident, break or defect in water lines, heating or electrical systems, or in any part of the home and its' equipment in general.
- 15.2.3 Tenants are not permitted to make any alterations, additions or improvements to the unit. If any such alterations, additions, or improvements are made, it will be the responsibility of the tenant to return the unit to its' original condition and at no cost to the housing department.

15.2.4 Tenants are required to keep the unit and surrounding areas clean, free of garbage both interior and exterior, waste, clutter, and health and safety hazards.

15.2.5 Property surrounding the residence is to be kept clear of derelict boats, vehicles, etc. Tenants who fail to remove and discard derelict vehicles or boats after being notified to do so will be held responsible for all costs incurred once those items have been removed from the property and discarded.

15.3 Standards for maintenance and repair

15.3.1 The Kitsumkalum Building Code shall be the minimum standard for maintenance and repairs.

15.3.2 The National Fire Code shall be the minimum standard for maintenance and repairs relating to fire safety.

15.3.3 Maintenance and repairs relating to water delivery and waste disposal must meet standards set by Health Canada and the requirements of the Federal Environmental Protection Act.

15.4 Emergency Repairs

15.4.1 The housing department will provide all tenants with a 24 hour emergency contact number to report emergency repairs.

15.4.2 Tenants are responsible to immediately report to the housing department any emergency repairs.

15.4.3 Emergency repairs include accident, break or defect in water supply lines, heating or electrical systems, or in any part of the home and its' equipment in general.

15.5 Non-emergency repairs

15.5.1 For repairs other than those of an emergency nature (see 15.4 above) or those identified by the Kitsumkalum First Nation inspector during the annual inspection, tenants must submit

the Request for Repairs form (Refer to Appendix "E") to the housing department.

15.5.2 The housing department will arrange for an estimate of repair costs to be completed.

15.5.3 The housing department will prioritize repair requests as follows:

- (i) Non-urgent repairs related to health and safety (including damaged windows, doors, damaged flooring, stairs) are considered priority repairs;
- (ii) For repair requests including urgent and non-urgent repairs, non-urgent items will be considered as a separate repair request and considered with other requests for non-urgent repairs (see item (iii) below);
- (iii) All other repair requests will be dealt with in the order in which they are received, subject to budget availability.

16.0 Inspections

16.1 All inspection reports shall include:

- The general condition of the property,
- The date of the inspection,
- Signature of the inspector and the tenant, and
- The condition of each of the following internal and external items:

Internal	External	
Appliances	Roofing	Windows/screens
Furnace Filters	Entrance	Siding
Floors	Eave troughs	Decking
Walls, Cabinets, Doors	Chimneys	

Plumbing Fixtures	Septic systems
Electrical Fixtures	Porches/stairs
Heat Recovery/Ventilation Unit	
Fire Safety (smoke detectors)	

16.2 Regular Inspection

All occupied band housing units shall be inspected once annually. The inspection will be carried out to record the condition of the unit both internally and externally. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant(s). Refer to Appendix "C" for a copy of the unit condition report.

16.3 Vacant Unit Inspection

16.3.1 All vacant units shall be inspected prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant file for that unit. The inspection department shall identify repairs resulting from tenant damage.

16.3.2 Any unit left vacant for an extended period of time shall be inspected at least twice monthly.

16.4 Move-in Inspection

16.4.1 A move-in inspection will be completed on the day the tenant is entitled to take possession of the unit or on another mutually agreed upon day. The housing department must offer the tenant at least 2 opportunities for the inspection.

16.4.2 The move-in inspection will be completed jointly by the tenant and a representative of the housing department. The tenant(s) **MUST** be present during the inspection.

16.4.3 The housing department representative will complete a unit condition report that confirms the condition of the property.

The report must be reviewed and signed off by both the housing department representative and the tenant(s).

16.5 Move-out Inspection

- 16.5.1 A move-out inspection will be completed by the housing department and tenant on the day the tenant ceases to occupy the rental unit, or on another mutually agreed day. The housing department must offer the tenant at least 2 opportunities for the inspection.
- 16.5.2 The housing department must complete a unit condition inspection report. Both the housing department and tenant must sign the unit condition inspection report and the housing department must give the tenant a copy of the report.
- 16.5.3 The housing department may make the inspection and complete and sign the condition inspection report without the tenant if the housing department has provided notice as required above and the tenant does not participate on either occasion, or the tenant has abandoned the rental unit. In the event the tenant or a tenant representative is unavailable, the housing department representative will provide a witness to accompany the unit inspection. Photos of the unit along with a written report will be completed.
- 16.5.4 Any repairs required to the unit resulting from damage by the tenant(s) or their guests shall be confirmed in writing to the tenant(s) and cost recovery will be pursued by the housing department. Allowances will be made for regular wear and tear as a result of normal use of the property.

17.0 Awarding of Contracts for Maintenance and Repairs

- 17.1 The housing department will issue a call for bids with at least two qualified contractors/tradespersons for all regular maintenance and repairs, emergency repairs, and renovations to rental units that are (a) not being carried out by qualified band staff and (b) where costs for labour and materials exceed \$500.
- 17.2 Calls for bids shall be in writing and shall contain work specifications and time requirements for start/completion of the work. The call for bids will include the deadline for the bid to be received by the housing department and bids received after the deadline date will not be considered.
- 17.3 Bids will be awarded based on costs, warranties, qualifications, experience, servicing, etc. The lowest or any bid will not necessarily be accepted.
- 17.4 The housing department has the authority to approve contracts for maintenance and repairs to a maximum budget of \$5,000 (labour and materials) per project. Contracts with costs greater than \$5,000 and less than \$20,000 of the budgeted amount shall be approved by the Housing Committee. Contracts with costs greater than \$20,000 of the budgeted amount shall be approved by Chief and Council. All contracts pending and awarded shall be included in the monthly housing activity report.
- 17.5 All call for bids and contract award documentation along with warranties, inspections, etc. shall be kept on the unit file for at least two (2) years after the work is completed.

18.0 Access to the Rental Unit

Tenancy agreements provide for the housing department to enter the rental unit at all reasonable times to inspect the unit.

- 18.1 The housing department will not enter a rental unit unless:
- an emergency exists;
 - The tenant consents at the time of entry;

- The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (i.e.: scheduled inspection);
- The housing department has given written notice of entry for a reasonable purpose not more than 72 hours and not less than 24 hours before the time of entry;
- The housing department has reasonable grounds to believe that a tenant has abandoned the rental unit.

18.2 In cases of emergency, the housing department representative entering a rental unit is to be accompanied whenever possible by a witness (i.e.: member of the Housing Committee or Band Administration, emergency responder; police, fire, paramedic). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

19.0 Tenant Damage

19.1 Kitsumkalum First Nation may, at all reasonable times, and with 24 hour written notice to the tenant, enter the unit to examine its condition and identify repairs required to be corrected by the tenant.

19.2 Tenants will be required to pay repair costs for such damages to the unit. Kitsumkalum First Nation will not pay the costs of repairing damages to a unit caused by the actions of tenants or their guests.

19.3 Where repairs are required to the house as a result of wilful damage or neglect by the tenant(s) or their guest(s), the following procedures will apply:

- The housing department will obtain an estimate of costs required to repair the damages,
- The housing department will meet with the tenant(s) to arrange for payment of the repairs costs (either payment in full or through a repayment agreement),

- After the repair costs are paid in full/a repayment agreement is in place, the housing department will arrange for the repairs to be completed.
- At the discretion of the housing department the tenant may repair the damage, at their cost, within an agreed upon timeframe. The housing department will arrange for an inspection to ensure the repair work meets Kitsumkalum Building Code standards.
- The housing department may file a report of damages to the local police department.
- All instances of damages will be recorded in the tenant's file and remain on record indefinitely.

19.4 If the tenant refuses to pay for the repairs or does not honor the repayment agreement or the tenant does not complete the repair work, Kitsumkalum First Nation will take action to enforce the terms of the rental agreement.

20.0 Vacated and Abandoned Units

20.1 Tenants who intend to permanently vacate the rental unit must provide written notice to the housing department at least 30 days before they intend to vacate the unit.

20.2 Tenants who will be away temporarily from the unit (temporarily is defined as absence greater than 14 consecutive days) are required to inform the housing department of the absence. This will permit the housing department to monitor the unit.

20.3 Failure by a tenant to inform the housing department in writing of an absence will result in that tenant being charged for any cost required to secure the unit or repair damages that occur during their absence.

- 20.4 Where any unit is vacated or abandoned for more than 30 days without notice to the housing department they may take action necessary to secure the unit (i.e.: board up the front doors and windows to prevent vandalism). If this is done, the tenant will be charged for the related costs.
- 20.5 Tenants who must leave the community for an indefinite period of time due to employment, education, or medical treatment must contact the housing department.
- 20.5.1 If the tenant wishes to arrange a sublet during their temporary absence, they must obtain the written consent of the housing department in order to do so.
- 20.5.2 Tenants who receive approval from the housing department to sublet the unit on a temporary basis will continue to be responsible for the rental payments to the housing department. For the purposes of this clause, a period of two (2) years and less will be considered a temporary absence.
- 20.5.3 If the housing department confirms that a sublet agreement is not approved the unit must be surrendered to the housing department. If, after a move-out inspection, the unit is determined to be in good condition, the tenant may be released from the rental agreement and thereby be eligible to apply for rental housing assistance if and when they return to the community.
- 20.6 Any rental unit left abandoned for a period longer than two (2) months - without written notice to the housing department and arrangements being made for its care will be reclaimed by the housing department, repaired as necessary and allocated to another qualified applicant.
- 20.7 Where personal effects are left abandoned in the unit, the housing department will remove such items and place them in storage for a maximum period of 60 days. The housing department will make every effort to contact the tenant and advise them of the process to collect their belongings within the 60 day period, upon payment of the storage fees paid

by the band. In the event that the tenant does not retrieve their items within the 60 day period, the housing department may dispose of the items in such a manner as may determined by the Band.

- 20.8 Where repairs are required as a result of abandonment, the housing department will note these costs on the tenant file and cost recovery will be pursued by the housing department.
-

21.0 Subletting

Tenants have no authority to authorize other tenants to move into the unit and no right to lease or sublet First Nation owned units. Tenants' who fail to adhere to this clause and sublet a unit without written permission from Kitsumkalum Housing & Property Development risk immediate surrender of the unit (refer to 20.5.3).

22.0 Death of Tenant

- 22.1 Tenants of band housing units do not own the unit, they cannot leave the unit or their right of occupancy to any other family or band member. Upon the death of a tenant of a band housing unit, the housing department will meet with immediate family members and determine who is in the best position to assume the unit and all rental obligations.
- 22.2 If no family member is willing or able to take over the rental agreement, the unit will be taken back by the housing department, repaired and reallocated to another qualified applicant on the waiting list for band housing.

HOUSING & PROPERTY DEVELOPMENT



Application for Rental Housing Assistance

Effective December 18, 2014



Application for Rental Housing Assistance

Housing and Property Development - Contact Information - APPENDIX "A"

Contact Information: Kitsumkalum First Nation
 Housing & Property Development
 P.O. Box 544
 Terrace, B.C. V8G 4B5

Telephone: (250) 635-6177

Fax: (250) 635-4622

Email: propertymaint@kitsumkalum.bc.ca

Housing Coordinator: Neil Okabe



Application for Rental Housing Assistance

Questions & Answers - APPENDIX "B"

Who is eligible to receive housing assistance?

- * Applicants must be 19 years or older and a member of the Kitsumkalum First Nation.
- * Applicants will be required to provide verification of household income in order to confirm their ability to manage the monthly rental payments and other associated costs and charges.
- * Applicants are required to sign a financial disclosure form authorizing Kitsumkalum First Nation to verify income, credit history, etc.

Who is not eligible?

- * Any applicant with rental arrears and/or outstanding accounts with Kitsumkalum First Nation will not be considered until outstanding accounts are paid in full or, if they are currently in debt to the nation, that they have honored a repayment agreement for a minimum of six (6) consecutive months.
- * Applicants that have a history of poor tenancy (cited for rental agreement violations where notice to correct or vacate was issued) except where 5 years has passed and the applicant has documentation that confirms compliance with a rental agreement for a two (2) year period.
- * Non-member primary applicants.

Completing the Application

- * The information requested in this application is based on the housing policy approved by Kitsumkalum First Nation on December 18, 2014.
- * The purpose of the application is to collect information which will confirm whether the applicant(s) is/are eligible to receive housing assistance, and the priority of their request for housing assistance.



Questions & Answers *Continued...*

- * The housing department has 30 days from the date the application is received to review/verify information provided and to conduct an in-person interview with applicants.
- * After confirming completeness/eligibility, applications will be reviewed by the selection committee at the next application selection meeting (held the first Tuesday of every month).
- * Where to send the completed application:
 - In-person at the housing office
 - By mail to: Kitsumkalum First Nation
Housing and Property Development
P.O. Box 544
Terrace, B.C. V8G 4B5
- * Please be sure that all information requested in the application is provided - if it is not, the application will be returned to you at your mailing address as noted.
- * For assistance in completing this form, please contact Kitsumkalum First Nation housing department at 250-635-6177.

How will you be notified about the status of your application?

Within 30 days of receiving your application, the housing department will send a written notice confirming receipt to the address noted on your application. The notice will confirm:

- a) If your application is complete, the proposed date for an in-person interview.
- b) If your application is incomplete/ineligible, the application will be returned along with details on the reason for return and/or information required.



Application for Rental Housing Assistance

Applicant Information Appendix "C"

For Housing and Property Development use only		
Date Received: _____ By Hand ____ By Mail ____	Recorded: _____	Processed by: _____
Application complete?	Yes: _____ No: _____	Interview completed? Yes: _____ Date: _____ No: _____ Date: _____
Application eligible?	Yes: _____ No: _____ Details: _____	

KKHPD Review

Review Date: _____	File No.: _____	Points Awarded: _____
Application Approved?:	Yes: _____ No: _____ Details: _____	Confirmation letter sent? Yes: _____ Date Mailed: _____ No: _____

1. What is your current address?

2. What is your mailing address (if different from #1, above):



Application for Rental Housing Assistance

Applicant Information *Continued...*

Street No. & Name/Box Number/R.R. #:		
City/Municipality:	Territory/Province:	Postal Code:

3. Contact Information

Primary Occupant	Home Phone #	Work Phone #	Cell Phone #
Secondary Occupant			

4. Household Information

Please list the names of the individuals who will be living in the KKFN home. The first name on the list should be the primary occupant (head of the household). Under "Relationship to Primary Occupant" this could be spouse/partner, children/dependents (son, daughter), and other family member such as aunt, grandparent or someone not related to the primary occupant.

Name (First and Last Name)	Age	Male Or Female	Relationship To Primary Occupant	Band Member (yes/no)	Requires Disabled Access (yes/no)
1. Primary Occupant:					
2. Secondary Occupant:					
3.					

4.					
----	--	--	--	--	--



Application for Rental Housing Assistance

Applicant Information *Continued...*

Name (First and Last Name)	Age	Male Or Female	Relationship To Primary Occupant	Band Member (yes/no)	Requires Disabled Access (yes/no)
5.					
6.					
7.					
8.					

5. Information on your current home

Do you rent or own your home (please check one)?

Rent - Please identify amount of current rent

\$ _____

Own

Other - please describe (i.e.: temporary accommodation)

If you rent your current home, please provide information on your current and last 2 residences

Current Address	From Date	To Date	Name of Landlord	Phone Number for Landlord
Next Address				
Next Address				

This section provides details on your current living situation as relates to the national occupancy standards. These standards note that a separate bedroom should be provided for:



Application for Rental Housing Assistance

Applicant Information *Continued...*

- An adult couple,
- A single person 18 years or older,
- Children age 5 and over of the opposite sex (adults should not share a bedroom with children).

How many bedrooms in your current home?	
In your current home there are how many? a) Adult couples b) Single persons 18 or older c) Children 5 or older	a) _____ b) _____ c) females _____ males _____

6. Previous Housing Assistance

Have you or anyone in your household applied previously for Kitsumkalum First Nation housing assistance? If yes, when was your application submitted? _____	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you or anyone in your household received housing assistance from Kitsumkalum First Nation (please check one)? If yes, please explain _____	Yes <input type="checkbox"/> No <input type="checkbox"/>

7. Annual Household Income

As part of the application process for this housing program, you must provide



Application for Rental Housing Assistance

Applicant Information *Continued...*

information on the total household; this is gross current year's income (before deductions) of everyone who lives in the home. **Please complete the chart below for every member of the household in the same order as the names listed under Item 4 of this application form.**

Please include proof of income from all sources or a copy of your latest income tax assessment.

	Source of Income	(1)	(2)	(3)	(4)	(5)	(6)	Total
1	Annual gross salary, wages, part-time earnings							
2	Child tax benefit							
3	Employment insurance benefits							
4	Social assistance, workers compensation, other benefits							
5	Old age pension, Canada pension, disability pension, veterans allowance							
6	Bank interest, investment income							
7	Alimony or child support payments							
8	Self-employed or seasonally employed earnings (use net income)							

9	Other income (i.e.: net room and board from boarders, please specify.							
Total income from all sources								



Application for Rental Housing Assistance

Applicant Information *Continued...*

8. Household Debt

Identify all sources of debt as per each applicable member of the household. Please complete the chart below for every member of the household in the same order as the names listed under Item 4. of this application.

	Source of Debt	(1)	(2)	(3)	(4)	(5)	(6)	Total
1	Personal Loan Source: _____							
2	Vehicle No. 1 (If Applicable) Source: _____							
3	Vehicle No., 2 (If Applicable) Source: _____							
4	Visa, MasterCard or AMEX							
5	Retail Credit Card No. 1 Source: _____							
6	Retail Credit Card No. 2 Source: _____							
7	Other: _____							
8	Other: _____							
9	Other: _____							
	Total Debt from all Sources							

Note: Please ensure that all sources of debt are identified, including a current total amount of debt as per each source.



Application for Rental Housing Assistance

Applicant Information *Continued...*

9. Financial and Other Information Disclosure

I/we are applying for housing assistance offered by Kitsumkalum First Nation. I/we authorize Kitsumkalum First Nation to receive and exchange credit/payment/other information with credit bureau and previous landlords about me/us to be used in the assessment of eligibility for this housing application.

Primary occupant name (please print)	
Signed	Date:
Social Insurance Number	

Secondary occupant name (please print)	
Signed	Date:
Social Insurance Number	

10. Declaration

- a. Neither the primary or secondary occupant is in arrears on any Kitsumkalum First Nation payments, user charges or other debts.
- b. The information contained in this application is accurate. I/we understand that providing false or misleading information will result in the application being rejected.

Primary occupant (please print)	
Signed	Date:

Secondary occupant (please print)	
Signed	Date:

For assistance in completing this form, please contact Kitsumkalum First Nation housing department at (250) 635-6177.

IMPORTANT - Please submit the completed application and other related documentation (proof of income) in the self addressed envelope attached and seal the envelope to ensure that the information can be kept confidential.