

# **Lower Nicola Indian Band**



## **Rental Housing Policy**

**Effective Date: September 17, 2019**

**Council Resolution: 09-17-2019-07**



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## Lower Nicola Indian Band

### Band Council Resolution

181 NAWISHASKIN LANE, MERRITT, BRITISH COLUMBIA V1K0A7  
TEL.: 250-378-5157 FAX: 250-378-6188

**WHEREAS** the Lower Nicola Indian Band operates under the authority of Chief and Council;

**WHEREAS** the Chief and Council of the Lower Nicola Indian Band wishes to make certain that the Lower Nicola Indian Band has a clearly defined and comprehensive Rental Housing Policy that will enable the Band to offer affordable, healthy and safe on-reserve rental housing to all Lower Nicola Indian Band Members in a transparent, equitable and clear process;

**AND THEREFORE BE IT RESOLVED** that the Chief and Council of the Lower Nicola Indian Band at a duly convened meeting do hereby adopt the following document as the Lower Nicola Indian Band Rental Housing Policy;

**AND NOW THEREFORE FURTHER BE IT RESOLVED** that this Policy shall come into force immediately upon resolution by Chief and Council and shall be deemed to be in compliance with all applicable Lower Nicola Indian Band laws and policies.

This resolution is supported by the undersigned and passed this 17th of September 2019.

**Quorum is 5.**

  
\_\_\_\_\_  
Aaron Sumexheltza, Chief

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Joanne Lafferty, Councilor

  
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Leona Antoine, Councilor  
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Lesley Manuel, Councilor  
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Bill Bose, Councilor  
\_\_\_\_\_  
Connie Joe, Councilor

\_\_\_\_\_  
Harold Joe, Councilor

  
\_\_\_\_\_  
Lucinda Seward, Councilor

## **1.0 CHAPTER ONE - RENTAL HOUSING POLICY BACKGROUND**

### **1.1 Introduction**

Housing is an essential component of Lower Nicola Indian Band ("LNIB" or "the Band") community that affects the health and well-being of all Band Members. The purpose of the LNIB Rental Housing Policy is to establish clear and comprehensive guidelines to ensure there is a structured system of managing all on-reserve rental housing.

The LNIB Rental Housing Policy will strive to provide a system that will enable the Band to offer affordable, healthy, and safe on-reserve rental housing to all LNIB Members in a transparent, equitable, and understandable way, including a means of appealing decisions made by the Housing Department.

The LNIB Rental Housing Policy is effective as of *September 17, 2019* and takes the place of all previous and existing housing regulations and policies.

On-reserve housing is complex, as there are several different housing programs and services in existence, which have varied over the years. The Housing Department must clearly identify the ownership status (tenure) of each house and which program and/or service applies to each house.

LNIB has several types of rental and rent-to-own housing, and a number of programs designed to facilitate private home ownership through loan guarantee programs and other financing measures. Each type of housing tenure requires a different kind of management service.

The Rental Housing Policy is a set of regulations that have been approved by Council to direct the management of housing, and how Council, the Housing Department and membership are to conduct themselves with regards to on-reserve rental housing. Through the use of this Rental Housing Policy, LNIB will achieve consistency, continuity, equitableness, accountability, and responsibility.

### **1.2 Be A Good Neighbor**

LNIB is proud to work with all of its Tenants to uphold the spirit of being "A Good Neighbour" so that all members of the community treat others living on our Reserves fairly and in a way that they would like to be treated themselves. The underlying principles of this spirit include the following; together, they provide a foundation for the requirements set out in this Rental Housing Policy.

- Be a good neighbour
- Take pride in my home
- Respect other people's property
- Look out for my neighbours
- Take care of the environment
- Be part of my community

### **1.3 Community and Low Income Mandate**

Council of the LNIB acknowledge that there is a need for affordable on-reserve rental housing to accommodate all members, including those that face financial hardship. Council is committed to building strong families and a strong community by providing Community and Low-Income Housing that is healthy, safe, affordable, and accessible to all those in need of shelter. Therefore, in order to meet this mandate, the Council shall, from time to time and by way of valid Band Council Resolution, designate Band owned housing units as Community and Low-Income Housing Units.

### **1.4 Goals and Objectives of the Policy**

The goals and objectives of the Rental Housing Policy are, in managing and administering LNIB's housing programs and services, as follows:

- To create and maintain a profile of the houses and property on-reserve so that the LNIB may engage in long-term planning for the community;
- To address the current and future needs of all membership in obtaining affordable, clean, and secure housing;
- To maintain and protect the on-reserve houses and properties so that they may provide adequate shelter for future occupants;
- To provide information on various aspects of the housing program and to assist members in making applications;
- To establish fair processes for the allocation of housing and subsidies and for appealing housing decisions;
- To establish a framework for the determination of all rental rates and the method of collection of rent that is fair, reasonable and just for all Tenants;
- To provide safe, healthy and permanent primary residences for LNIB members.

## 2.0 CHAPTER TWO- DEFINITIONS

**"Authorized Occupants"** means a person who is permitted to reside in a Rental Unit under the terms of a Rental Agreement, but who is not the Tenant.

**"Band Member or Member"** means an individual whose name appears on the LNIB Band Membership List..

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

**"CMHC (Minimum Rental Rate) Housing"** means the program provided by Canada Mortgage Housing Corporation - Section 95 - to assist First Nations in the construction, purchase, rehabilitation and administration of suitable, adequate and affordable social housing on-reserve, which is made available to Band Members through a Tenancy. Agreement.

**"Co-Tenant"** means either of two persons who have entered into a Tenancy Agreement together for the same Rental Unit.

**"Community and Low-Income Housing Units"** means all LNIB owned rental units with a paid-out mortgage that have been designated as Community and Low-Income Housing Units by way of BCR.

**"Council"** means the duly elected Chief and Councillors of the LNIB pursuant to the Lower Nicola Custom Election Rules.

**"Certificate of Possession or CP"** means a certificate of possession in respect of LNIB Land issued under section 20 of the Land Code or a LNIB allotment law.

**"Director of Infrastructure"** means the staff member hired by Council to oversee LNIB staff and operations, who holds the responsibilities set out in section 4.2.

**"First Nations"** is an accepted term that refers to indigenous Aboriginal peoples in Canada who are neither Inuit nor Métis people.

**"Good Financial Standing"** means not owing any money to LNIB or the Housing Department.

**"Household Composition"** means the number of people in a household, their ages, genders and relationships and is required information on the Rental Application Form for the purpose



of ensuring that housing allocations are suitable according to the National Occupancy Standard (NOS).

**"Housing Department"** means the Department that is responsible for carrying out housing functions and operations on behalf of the LNIB. It includes the Housing Manager, Housing Coordinator, and supporting staff. Where this Rental Housing Policy requires permission from or notice/submission to the Housing Department, only permission from or notice/submission to the Housing Manager or Housing Coordinator will constitute such permission or notice/submission. Where this Rental Housing Policy indicates that the Housing Department has decision-making authority, it refers only to the authority exercised by the Housing Manager or the Housing Manager and the Housing Coordinator, or their delegate as explicitly outlined in the Rental Housing Policy, on behalf of the Housing Department as an entity.

**"Housing Manager"** means the staff member hired to manage the day-to-day operations of the LNIB Housing Department.

**"Policy"** means this LNIB Rental Housing Policy, unless otherwise specified, and includes all policies and procedures related to the Housing Department, including amendments to this Rental Housing Policy made from time to time.

**"Illegal Activity"** means any activity, not including Title and Rights activism, which contravenes the *Criminal Code of Canada*.

**"I.R."** means Indian Reserve.

**"Land Code"** means the Lower Nicola Indian Band Land Code.

**"LNIB or the "Band"** means the Lower Nicola Indian Band.

**"LNIB Housing Staff"** means the staff members hired by LNIB to perform duties related to housing, including the Housing Manager and any supporting staff.

**"LNIB Land"** means any portion of a reserve of LNIB that is subject to the Land Code.

**"LNIB Payment"** means a payment made to a person who is an employee, a contractor doing work for LNIB, Councillors and any other person on the LNIB payroll or receiving moneys from LNIB, including educational payments.

**"Rent"** means an amount of money paid, or required to be paid, by a Tenant to LNIB as described in the Tenancy Agreement in return for the right to occupy a Rental Unit, but does

not include a security deposit, Arrears, or other debts owed by the Tenant to LNIB in connection with the tenancy.

**"Rental Agreement"** means a written agreement made between LNIB and a Tenant, in the form attached as Appendix "A", that confers on the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent to LNIB, and includes any renewal of a Rental Agreement.

**"Rent-to-Own Agreement"** means a written agreement made between LNIB and a Tenant, in the form attached as Appendix "B", that confers on the Tenant a right to occupy a Rental Unit and the option to own the home and the lands on which the home is situated upon discharge of the mortgage, in exchange for the payment of Rent to LNIB for a fixed period of time, and includes any renewal of a Rent-to-Own Agreement.

**"Rental Unit"** means a home that is occupied by a Tenant under the terms of a Tenancy Agreement and includes the lands on which the house is situated.

**"Rental Unit Housing Application"** means an application for a Rental Unit and containing the information set out in Appendix "C".

**"S.A."** means Social Assistance.

**"Security Deposit"** means an amount of money equal to the amount of one ½ month's Rent, which is required to be paid to LNIB prior to a Tenant moving into a Rental Unit.

**"Temporary Tenancy"** means a tenancy as set out in section 5.7 of this Policy.

**"Temporary Tenancy Agreement"** means a written agreement made between LNIB, a Tenant, and a Temporary Tenant in the form attached as Appendix "D", that confers on the Temporary Tenant a temporary right to occupy a Rental Unit subject to a Rent-to-Own Agreement in exchange for the payment of Rent to LNIB.

**"Tenant"** means a person who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to LNIB in return for the right to use and occupy a Rental Unit.

**"Tenancy Agreement"** means either a Rental Agreement, a Rent-to-Own Agreement or a Temporary Tenancy Agreement.

**"Written Notice"** means provision of, or the document containing, information communicated to or from the Housing Department. It must include the name of the individual(s) that the notification concerns, the information, or notice, being communicated, and the date of the notice to the individual being notified. Where the Written Notice contains a decision, it should

include the date of the decision, the decision made by the decision makers, the decision makers, and reasons for the decision (where such reasons are explicitly required by this Policy).

### **3.0 CHAPTER THREE – SCOPE AND APPLICATION OF THIS POLICY**

This Policy applies to all Rental Units on LNIB I.R. lands listed below, to all housing programs and services administered by the Housing Department and to all Band Members, Tenants, and Council receiving such programs and/or services. All LNIB staff, applicants, and Tenants will have access to this Policy at all times.

- Nicola Mameet I.R.#1
- Joeyaska I.R.#2
- Pipseul I.R.#3
- Zoht I.R.#4
- Zoht I.R.#5
- Logans I.R.#6
- Hamilton I.R.#7
- Speous I.R.#8
- Zoht I.R.#14

3.1.1 If there is any inconsistency or conflict between this Policy and the Land Code, or between a by-law referenced in this Policy and the Land Code, the Land Code prevails to the extent of any inconsistency or conflict.

### **4.0 CHAPTER FOUR – ROLES AND RESPONSIBILITIES**

#### **4.1 Authority**

4.1.1 This Policy is made under the authority of Council.

#### **4.2 Roles and Responsibilities**

4.2.1 A key goal of this Policy is to ensure that every person involved with or affected by LNIB's delivery of housing programs and services has a clear understanding of their rights and responsibilities.

- 4.2.2 Council is responsible for:
- a) transferring Band owned housing to the Community and Low-Income Housing inventory;
  - b) approving annual minimum rental rates, and
  - c) setting the future direction of the Housing Department.
- 4.2.3 Council's point of contact within the Housing Department is the Housing Manager. The Director of Infrastructure is the point of communication between Council and the Housing Department.
- 4.2.4 The Director of Infrastructure oversees the Housing Department by ensuring the effective management of the Housing Department and the Housing Department's management of its annual budget and workplan as ratified by Council.
- 4.2.5 The Housing Manager is responsible for the day-to-day operations of the Housing Department and supervises housing staff. The Housing Manager is expected to provide the Director of Infrastructure with regular updates on the current and planned activities as well as the progress of work for which she or he is responsible. The Housing Manager is expected to operate the Housing Department within its annually approved budget and workplan, comply with all the LNIB housing policies and procedures and to inform the Director of Infrastructure of any issues regarding the policies, procedures, operations, or staffing within the Housing Department.
- 4.2.6 Tenants are responsible for:
- a) participating in community meetings and engaging with the Housing Department where appropriate; and
  - b) reading, understanding and adhering to the terms and conditions of this Policy and any agreements to which they are a party, including any Tenancy Agreement.

## **5.0 CHAPTER FIVE - LNIB RENTAL HOUSING**

### **5.1 Introduction**

- 5.1.1 All LNIB rental housing is managed as set out in this Policy. All Tenants are required to pay Rent and to adhere to this Policy and to their Tenancy Agreements.

## **5.2 Eligibility for Rental Housing**

5.2.1 To be eligible to apply for rental housing, a person must:

- a) be in Good Financial Standing with the Band;
- b) have no Arrears or outstanding historical debt owing to LNIB;
- c) be at least 18 years of age;
- d) not have been evicted from any LNIB rental housing, or otherwise have a history of failure to comply with a Tenancy Agreement within five (5) years immediately preceding the date of his/her application for rental housing;
- e) if selected for a Rental Unit, provide a criminal record check, and if the applicant has a criminal record, receive the approval of the Housing Department in accordance with sections 5.2.3;
- f) provide confirmation of their ability to have necessary utilities transferred into their name; and
- g) for Rent-to Own Units, the applicant must be a LNIB Member.

5.2.2 An applicant must include a current Criminal Record Check with their application, which is to be completed at the applicant's expense. Applications will not be processed without a current Criminal Record Check.

5.2.3 If an applicant has a criminal record, this may not be prohibitive in the approval of their application. If the applicant has a criminal record, an assessment of the record may be made on a case-by-case basis at the discretion of the Housing Department, as determined by the Housing Manager, Housing Coordinator, and if necessary, the Director of Infrastructure. The Housing Department may determine that a criminal record does not automatically disqualify an applicant. Factors included in this assessment include, but are not limited to:

- a) the severity and nature of the offence(s) and whether a real risk is posed to the community safety principles underlying this Policy if the individual's application were to be approved. Child protection and vulnerable population concerns would be considered with this factor;

- b) evidence of the applicant's good character, which the Housing Department may permit the applicant to provide in support of their application alongside their criminal record check;
- c) any other case-specific information that may assist the Housing Department in making a determination.

- 5.2.4 The Housing Department and any individuals involved in the decision-making as delegates of the Housing Department are held to strict confidentiality, as set out in the confidentiality provisions in section 7.0. This includes the treatment of criminal records. The presence of, and content of, a criminal record will be stored and treated confidentially.
- 5.2.5 An applicant must inform the Housing Department if he/she no longer meets the eligibility requirements for rental housing.
- 5.2.6 An applicant may appeal a decision that he/she does not meet the eligibility guidelines by following the Appeals procedures at Chapter 6.0 of this Policy.

### **5.3 Applications for Rental Housing**

- 5.3.1 Any applicant who meets the eligibility requirements in section 5.2 may apply for rental housing by submitting to the Housing Department a completed **Rental Unit Housing Application** (Appendix "C"). The Housing Department will provide assistance as necessary.
- 5.3.2 The Housing Department will review all Rental Unit Applications for eligibility and completeness using the **Rental Housing Application Review Form** (Appendix "E"), and will reject ineligible or incomplete applications.
- 5.3.3 When the Housing Department rejects an application for being ineligible or incomplete, the Housing Department will provide the applicant with an explanation about why the applicant is ineligible, and/or indicating the deficiencies in an incomplete application.
- 5.3.4 An applicant may correct an incomplete Housing Applications and re-submit it at any time. The Housing Department will work with applicants to help correct any deficiencies in applications for rental housing.
- 5.3.5 If an application submitted by an eligible applicant is complete, the Housing Department will review the application in accordance with section 5.4 of this Policy.

## 5.4 Tenant Selection

5.4.1 Tenant selection is governed by the following criteria:

- a) The application is accepted based on eligibility criteria outlined in section 5.2;
- b) Need;
- c) Number of times the applicant has applied;
- d) Whether the applicant is a Tenant under an existing Tenancy Agreement;
- e) References;
- f) Household Composition and compliance with NOS;
- g) Past rental and financial history with LNIB;
- h) Verification that the applicant is in Good Financial Standing with the Band;
- i) Confirmation of the applicant's ability to have necessary utilities transferred into their name; and
- j) Other special considerations (e.g. disability requiring barrier free living, need for emergency housing as a result of fire, etc.).

5.4.2 When rental housing becomes available, the Housing Department will:

- a) meet to review all waitlisted applications and any new applications;
- b) score the applications in accordance with the **Rental Housing Scoring Guide** (Appendix "F"); and
- c) approve the application with the highest score, subject to section 5.4.3 and 5.4.4.

5.4.3 If two applications receive the same score, priority will be given to the application that was submitted first, based on the recorded date received.

5.4.4 If two applications receive the same score, priority will be given to the applications that was submitted by a Band Member.

- 5.4.5 If a selected applicant declines a housing allocation, the Housing Department will approve the application with the next highest score, subject to section 5.4.3 and 5.4.4.
- 5.4.6 Unsuccessful applications will remain or be placed on a waiting list. Applicants must update their waitlisted Housing Application within 1 year of the application being submitted, and at any other time when the information on the Housing Application changes. The Housing Department will document the expiry date of each application as 1 year from the date of the application being submitted.
- 5.4.7 Waitlisted applications that are not updated annually in accordance with the preceding section will be deemed inactive and removed from the waiting list.
- 5.4.8 If an application is unsuccessful, the applicant may request an explanation from the Housing Department.

## **5.5 Tenancy Agreements: Rental and Rent-to-Own**

- 5.5.1 Tenancy Agreements are legally enforceable contracts made between the Tenant and LNIB. They set out the obligations and rights of a Tenant and LNIB with respect to a Rental Unit, and have been developed to protect the Rental Unit, the Tenant and LNIB.
- 5.5.2 Prior to entering into a Rental Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Tenancy Agreement, including rules and obligations imposed on the Tenant, charges payable by the Tenant and consequences for breaching Rental Agreement and/or this Policy.
- 5.5.3 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Policy, including to:
- a) pay Rent and utility bills on time and in full;
  - b) be responsible for any damage to the Rental Unit due to accident or negligence;
  - c) maintain the Rental Unit in a clean, safe and orderly condition;
  - d) care for and maintain the lands on which the Rental Unit is located; and
  - e) permit only Authorized Occupants to reside in the Rental Unit; and



- f) if applicable, for a Rent-to-Own Agreement, relinquish all claims and rights to the surveyed lot and land that the Rental Unit occupies until such time that the Tenant is eligible to exercise the Option to Buy as set out in the Rent-to-Own Agreement.

5.5.4 The Tenant may request in writing LNIB's consent to amend the list of Authorized Occupants to add or remove persons from the list. If LNIB agrees, such consent shall be given in writing and appended to this Rental Agreement, along with the amended list of Authorized Occupants.

5.5.5 In signing a Tenancy Agreement, LNIB agrees to:

- a) allow the Tenant and Authorized Occupants to reside in the Rental Unit; and
- b) provide and maintain the Rental Unit in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant.

5.5.6 In addition to the above, a Tenant who enters into a Rent-to-Own Agreement will have the option to purchase the Rental Unit in accordance with the Rent-to-Own Agreement, this Policy and the Housing Transfer of Ownership Policy once the mortgage has been discharged and any Arrears or debts owing to LNIB have been paid in full and Council have consented. In all other respects, the relationship between the Tenant and LNIB is that of landlord and tenant.

5.5.7 All Tenants must sign a Tenancy Agreement before occupying a Rental Unit.

5.5.8 Tenancy Agreements will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants and Authorized Occupants, contact information or Rent changes.

5.5.9 When entering into a new Tenancy Agreement, or renewing an existing Tenancy Agreement, the Housing Department will provide the prospective Tenant with a copy of the Tenancy Agreement to read, explain each clause of the Tenancy Agreement to the prospective Tenant and sign the Tenancy Agreement on behalf of LNIB.

5.5.10 When entering into a new Tenancy Agreement, or renewing an existing Tenancy Agreement, the Tenant will initial each page guaranteeing the page has been read and understood and sign the Tenancy Agreement.

- 5.5.11 The Tenant and the Housing Department will sign the Tenancy Agreement prior to the Tenant occupying the Rental Unit. The original copy of the Tenancy Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.

## **5.6 Subletting Rental Housing Units**

- 5.6.1 A Tenant may not sublet a Rental Unit.

## **5.7 Temporary Tenancy**

- 5.7.1 Temporary Tenancies are only permitted in accordance with this section.
- 5.7.2 Under extenuating circumstances, a Tenant in a Rent-to-Own Agreement may apply to the Housing Department for permission to temporarily transfer their right to occupy the Rental Unit subject to their Rent-to-Own Agreement to another Member. A Temporary Tenancy must not exceed one (1) year but may be renewed.
- 5.7.3 Extenuating circumstances that will be considered include:
- a) Health-related reasons (e.g. the Tenant requires hospitalization); and
  - b) Educational reasons (e.g. the Tenant is going away for school).
- 5.7.4 The Member being transferred the right to occupy the Rental Unit must meet all eligibility requirements set out in section 5.2 and must enter into a **Temporary Tenancy Agreement** (Appendix "D") with LNIB, which will be managed by the Housing Department and not the original Tenant. The Temporary Tenancy Agreement governs the terms and conditions of the temporary tenancy and sets out that the temporary Tenant will be responsible for paying Rent and utilities and maintaining the Rental Unit in good condition. In addition, the temporary Tenant will have all the responsibilities of a Tenant for the duration of the Temporary Tenancy and LNIB may enforce the terms of the Temporary Tenancy Agreement against the temporary Tenant as though the temporary Tenant were the Tenant.
- 5.7.5 The temporary Tenant must state, in writing, that he/she is aware of his/her responsibility for securing his/her own accommodations after the Temporary Tenancy Agreement expires. The temporary Tenant accepts the Rental Unit on an "as is" basis.
- 5.7.6 The Rental-to-Own between LNIB and the primary Tenant remains in effect for the duration of the Temporary Tenancy and the primary Tenant is ultimately responsible

to ensure that all the obligations of the Rent-to-Own Agreement, including paying Rent and utilities, are met. This means that if the temporary Tenant breaches the terms of the Temporary Tenancy Agreement and LNIB is unable to recover Arrears, costs, damages or other expenses from the temporary Tenant, the primary Tenant will be responsible.

- 5.7.7 If the temporary Tenant is evicted by LNIB as a result of breaching the Temporary Tenancy Agreement, the primary Tenant will be required to return to the Rental Unit or find a new temporary Tenant, and the primary Tenant will be responsible for Rent and utilities unless and until a new temporary Tenant enters into a Temporary Tenancy Agreement.
- 5.7.8 If a Tenant allows another Member or person to reside in a Rental Unit without approval of the Housing Department, the Tenant will be responsible for any damage to the Rental Unit and may be subject to eviction
- 5.7.9 To apply for Temporary Tenancy approval, the Tenant must complete and submit a **Temporary Tenancy Application** (Appendix "G") to the Housing Department. The Temporary Tenancy Application must include the reason for the request to temporarily assign the Rent-to-Own Agreement.
- 5.7.10 Incomplete applications will not be considered.

## **5.8 Rental Rates**

### **Community and Low-Income Housing Units**

- 5.8.1 Rental rates for Community and Low-Income Housing Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.2 In the case that a Tenant or Tenants in a Rental Unit are in receipt of S.A., the Rent charged for Community and Low-Income Housing Units will be based on the monthly maximum shelter allowance as determined by S.A. up to a maximum shelter or the flat rent rate. Individuals on S.A. are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.8.3 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **CMHC Units**

- 5.8.4 Rental rates for CMHC Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.5 All Tenants, regardless of whether employed or in receipt of S.A. or Pension Benefits, must pay the minimum rental rate for CMHC Rental Units as determined annually by the Housing Department in accordance with CMHC Guidelines.
- 5.8.6 In the case that a Tenant or Tenants in a Rental Unit are in receipt of S.A., the Rent charged for CMHC Units will be based on the monthly maximum shelter allowance as determined by S.A. up to the maximum flat rental rate. Individuals on S.A. are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.8.7 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **LNIB Rental Units**

- 5.8.8 Rental rates for LNIB Rental Units will be based on the **Flat Rental Rate** (Appendix "H").
- 5.8.9 Rent may be reviewed annually and may be adjusted by up to 3% per year as determined by Council and any adjustments to Rent will be effective as of March 31<sup>st</sup> of each year.

## **Notice of Rent Increase**

- 5.8.10 The Housing Department will give Tenants three (3) months' written notice of any Rent increases, using the **Notice of Rent Increase** (Appendix "I").

## **5.9 Payment of Rent**

- 5.9.1 Rent payments contribute to the cost of housing and are used to protect LNIB'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.
- 5.9.2 Subject to section 5.9.8, Rent is due and must be paid in full on or before the first of every month.

- 5.9.3 No partial payments or postdated cheques will be accepted without the Housing Manager's prior written consent.
- 5.9.4 Rent may be paid by:
- a) cash;
  - b) cheque;
  - c) certified cheque, money order or bank draft;
  - d) electronic transfer or pre-Authorized direct deposit; or
  - e) Deduction to an LNIB Payment.
- 5.9.5 If the Tenant has paid Rent by cheque and the cheque is refused by the bank for any reason, the Tenant will be notified immediately to pay the Rent. The Tenant will also be required to pay to LNIB any bank charges incurred. If a Tenant has two (2) cheques refused by the bank within a one (1) year period, all future rental payments must be made by certified cheque, money order, or cash for the duration of the tenancy.
- 5.9.6 Employees, contractors doing work for LNIB, Councillors and any other person on the LNIB payroll or receiving moneys from LNIB, including educational payments, may complete a **Consent to Payment Reduction** (Appendix "J") to have their Rent deducted directly from their payment.
- 5.9.7 In the case where a Tenant or Tenants in a Rental Unit are in receipt of S.A., Rent payment must be paid directly from the S.A. program or programs. The Tenant or Tenants are responsible for arranging their own Rent payments through the S.A. Department. Any Rent amount not covered by S.A. will be the responsibility of the Tenant.
- 5.9.8 Late rent payments may be accepted by LNIB in extenuating circumstances. The Tenant must, before the first day of the month, write a letter to the Housing Manager detailing the circumstances and a decision by the Housing Manager will be made as to the validity of the circumstances.

## **5.10 Security Deposit**

- 5.10.1 All Tenants are required to pay a Security Deposit before moving in to a Rental Unit. The Security Deposit is equal to the amount of one half (1/2) month's Rent.
- 5.10.2 SA Tenants will be required to make arrangements with Housing Department on payment of their Security Deposit.
- 5.10.3 LNIB will hold the Security Deposit in an interest-bearing account in trust for the Tenant during the term of the Tenancy Agreement.
- 5.10.4 Upon termination of the Tenancy Agreement, and within 30 days of the Tenant vacating the Rental Unit, LNIB will reimburse the Security Deposit, plus accrued interest, to the Tenant, unless the Tenant:
  - a) does not leave the Rental Unit clean and in re-rentable condition as required under the Tenancy Agreement;
  - b) has outstanding Rent or Arrears; or
  - c) has left the Rental Unit with damage other than that caused by normal wear and tear.
- 5.10.5 LNIB is entitled to use the Security Deposit to pay for the repair of any damage to the Rental Unit other than that caused by normal wear and tear, to clean the Rental Unit to bring it to required standards for re-allocation, and to cover any Arrears or unpaid Rent.

## **5.11 Arrears Management**

- 5.11.1 Subject to section 5.9.8 all Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services. LNIB does not allow non-payment of Rent for any reason.
- 5.11.2 Rent is late, and in Arrears, if the full amount is not paid by 4:00 pm on the day it is due, or if a letter is not received explaining the late payment in accordance with section 5.9.8.
- 5.11.3 If a Tenant fails to pay Rent on time, the Tenant must immediately make an appointment with the Housing Department to pay the Arrears or, if the Tenant is

unable to pay the Arrears, to negotiate an Arrears Repayment Agreement (Appendix K).

- 5.11.4 If a Tenant fails to pay Rent on time more than 3 times in one calendar year, the Housing Department may terminate the Tenancy Agreement and evict the Tenant in accordance with the early termination and eviction provisions of the Tenancy Agreement.
- 5.11.5 The terms of an Arrears Repayment Agreement will be negotiated between the Tenant and the Housing Manager, and will include the amount of each repayment installment and the date each payment is due.
- 5.11.6 A Tenant who is an employee, contractor doing work for LNIB, Councillor or any other person who is on the LNIB payroll, may complete a **Consent to Payment Reduction** (Appendix "J") to have his/her Arrears deducted from his/her paycheck.

### **Housing Department Collections Procedures**

- 5.11.7 If a Tenant fails to pay Rent on time, and no payment has been received, or no Arrears Repayment Agreement has been entered into, within the times set out below, the Housing Department will send the Tenant:
  - a) a **First Notice of Non-Payment of Rent** (Appendix "L") **5 days** after the Rent was due; and
  - b) a **Final Notice of Non-Payment of Rent** (Appendix "M") **10 days** after the Rent was due; and
- 5.11.8 If a Tenant fails to pay the entire outstanding amount, or to negotiate a payment schedule as part of an Arrears Repayment Agreement, within the times set out in the Final Notice of Non-Payment, the Housing Department will send the Tenant a **Notice of Termination of Tenancy** (Appendix "N").
- 5.11.9 A Tenant who has entered into an Arrears Repayment Agreement will be required to pay Rent in accordance with his/her Tenancy Agreement **and in addition** to pay Arrears in accordance with the Arrears Repayment Agreement. If the Tenant fails to comply with all the terms of the Arrears Repayment Agreement, the Tenant will be evicted without further notice.

## 5.12 End of Tenancy/Breach

- 5.12.1 A tenancy automatically ends on the date a Tenancy Agreement expires, unless the Tenancy Agreement is renewed.

### Termination of Tenancy by the Tenant

- 5.12.2 A Tenant may end a tenancy by delivering notice to the Housing Department at least 30 days before the intended termination date. The notice must be in writing and include the address of the Rental Unit and the termination date.
- 5.12.3 If a Tenant gives less than 30 days' notice of termination, the Tenant will be responsible for paying Rent for the month immediately following the month in which the notice was given.
- 5.12.4 The Tenant must vacate the Rental Unit on or before the termination date and will be responsible for all costs associated with moving out (i.e. moving costs, additional month's rent, cleaning).

### Termination of Tenancy by LNIB

- 5.12.5 If a Tenant has breached a term of a Tenancy Agreement and/or this Policy, sufficient to warrant eviction, the Housing Department will issue a **Notice of Breach** (Appendix "O") and the Tenant will have 30 days to correct the breach.
- 5.12.6 The following will result in a Notice of Breach:
- a) refusal to resolve disputes;
  - b) failure to maintain/repair the Rental Unit as required;
  - c) unsanitary conditions at or around the Rental Unit;
  - d) breach of the Animal Control By-law #10;
  - e) uncontrolled pets at or around the Rental Unit;
  - f) excessive accumulation of garbage at or around the Rental Unit;
  - g) people other than the Authorized Occupants residing in the Rental Unit or on the rental property for more than 21 continuous days;



- h) people in excess of the NOS residing in the Rental Unit for more than 21 continuous days;
- i) sublet of the Rental Unit.

- 5.12.7 If the breach is not resolved within 30 days of the date the Notice of Breach was delivered, or if a Tenant receives three (3) or more Notices of Breach within a 90 day period, the Housing Manager will provide a report on the tenancy to the Director of Infrastructure along with a recommendation as to whether the Housing Department should correct the breach pursuant to section 5.17 or the Tenant should be evicted.
- 5.12.8 If the Director of Infrastructure agrees that the Housing Department should correct the breach, the Housing Department will provide the Tenant with written notice including an estimate of the costs for the work. The Tenant will have 30 days from the date on the notice to arrange with the Housing Department to pay for the work. If the Tenant fails to enter into a payment arrangement within 30 days, or fails to comply with the payment arrangement, the Tenant will be evicted without further notice.
- 5.12.9 If the Director of Infrastructure and the Housing Department agree to evict the Tenant, the Housing Department will serve on the Tenant a **Notice of Termination of Tenancy** (Appendix "N") and commence steps to evict the Tenant.
- 5.12.10 Failure to pay Rent on time and non-compliance with Arrears Repayment Agreements also constitute breaches of the Tenancy Agreement sufficient to warrant eviction in certain circumstances. Procedures in relation to these breaches are set out at section 5.11, Arrears Management.

## 5.13 Eviction

- 5.13.1 As set out above, LNIB Housing Manager may issue a **Notice of Termination of Tenancy** (Appendix "N") if a Tenant has breached a Tenancy Agreement and failed to correct the breach. In addition, Tenants of Rental Units may face eviction for:
- a) causing or allowing Illegal Activities in, at or around the Rental Unit;
  - b) repeatedly causing or allowing a nuisance or public disturbance in, at or around the Rental Unit;
  - c) abandoning the Rental Unit; and/or
  - d) any other uncorrected breach of the Tenancy Agreement and/or this Policy.

- 5.13.2 If the Housing Department deems it necessary to end a tenancy for any of the reasons outlined above, the Housing Manager will present the history of the tenancy to the Director of Infrastructure and recommend issuing an End of Tenancy Notice.
- 5.13.3 If the Housing Department and the Director of Infrastructure agree to evict the Tenant, the Housing Department will serve on the Tenant a **Notice of Termination of Tenancy** (Appendix "N") and commence steps to evict the Tenant.
- 5.13.4 If an eviction will occur, the Director of Infrastructure may report the eviction to Council.

## **5.14 Vacating a Rental Unit**

- 5.14.1 Tenants must vacate Rental Units on or before 1:00 p.m. of the day the tenancy is deemed to end under the terms of the Tenancy Agreement, this Policy and/or a notice to vacate issued by the Housing Department in accordance with this Policy.
- 5.14.2 Vacating a Rental Unit means that the Tenant has removed his/her personal property, returned all keys to the Housing Department and has left the Rental Unit in a clean, un-damaged condition to facilitate immediate re-rental.
- 5.14.3 Re-rentable condition means:
- a) floors and carpets vacuumed and washed;
  - b) walls cleaned and washed;
  - c) all light fixtures and light bulbs functioning and in place;
  - d) refrigerator/freezer emptied of all food/contents, cleaned and defrosted;
  - e) range cleaned of all grease and debris inside and out, all fuses in working order;
  - f) all garbage removed from inside and around the perimeter of the Rental Unit;
  - g) washer and dryer cleaned inside and out; and
  - h) all debris cleared from under, behind and around appliances.
- 5.14.4 If a Tenant does not vacate a Rental Unit when required to do so under the terms of this Policy, a Tenancy Agreement or notice, the Housing Department may obtain the assistance of the RCMP to remove the Tenant or Subtenant.

- 5.14.5 A Tenant who vacates a Rental Unit and leaves personal property behind must contact the Housing Department within **five (5) business days** of vacating the Rental Unit in order to enter the premises and remove the personal property. After 5 business days from the date the Rental Unit has been vacated, the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owing to and recoverable by LNIB.

## **5.15 Pet Policy**

- 5.15.1 For all regulations regarding pets please refer to the Animal Control By-law #10 attached as Schedule "B" to the Tenancy Agreement.
- 5.15.2 Any term of this Policy or the Animal Control By-law #10 or the Tenancy Agreement that prohibits or restricts the size of a pet, or that governs the Tenant's obligations regarding the keeping of a pet on the residential property, is subject to the rights and restrictions under the *Guide Dog and Service Dog Act*.
- 5.15.3 Tenants are only permitted to have pets in Rental Units with the prior written approval of the Housing Department granted in accordance with this Policy.
- 5.15.4 Section 5.15.3 does not apply to guide or service dogs kept subsequent to the rights and restrictions of the *Guide Dog and Service Dog Act*, however, Tenants may be asked to provide certification to the Housing Department per the *Guide Dog and Service Dog Act*.
- 5.15.5 A Tenant may apply to the Housing Department for permission to have pets in his/her Rental Unit by submitting a Pet Request Form (Appendix "P").
- 5.15.6 The Housing Department will review the request and has sole discretion to decide whether to approve the application.
- 5.15.7 The Tenant is solely responsible for any damage that is caused by his/her pet.
- 5.15.8 For health and safety reasons, there will be no exceptions to the following requirements:
- a) There will be no pets allowed in or around any multi-family dwelling, including 4-plexes or 8-plexes;
  - b) pets must be fully vaccinated (including against rabies);

- c) pets are not permitted to run at large on LNIB Land, except where specified by Council;
- d) pets must be sufficiently fed, watered and cared for; and
- e) pet owners must clean up after their pets.

5.15.9 Tenants keeping a pet, or pets in a Rental Unit are required to sign and comply with a **Pet Policy Addendum** (Appendix "Q") to the Tenancy Agreement.

## 5.16 Maintenance of Houses and Yards

5.16.1 LNIB maintains its Rental Units through a routine maintenance program. Due to limited funds and high demand, the Housing Department will respond to maintenance requests according to available funding and greatest need. The Housing Department will work with Tenants to ensure Rental Units are kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.

### Tenant Responsibilities

- 5.16.2 Tenants will maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit.
- 5.16.3 Tenants are responsible for the general maintenance, cleaning and minor repairs and replacements for the Rental Unit, as outlined in the Tenancy Agreement, and which include:
  - a) routine cleaning and vacuuming;
  - b) window cleaning;
  - c) monitoring and wiping up moisture;
  - d) ensuring indoor air quality is maintained (vents kept clear);
  - e) cleaning, repair and maintenance of appliances, furnace and other mechanical air filters;
  - f) garbage removal (interior and exterior);
  - g) yard clean up, weeding and maintenance, including old vehicle removal and keeping septic tank and area free of debris, brush and weeds;

- h) proper disposal of hazardous/flammable materials (oil, gas, anti-freeze);
- i) snow removal;
- j) supplying and changing faucet washers;
- k) supplying and repairing loose screws on such things as cupboards and towel racks;
- l) sink and toilet maintenance;
- m) replacing light bulbs;
- n) keeping fire extinguisher and smoke detectors in good working order;
- o) ensuring that baseboard heaters, stoves and other fire hazards are kept clear of clutter, garbage and flammable materials;
- p) routine septic tank pump-outs;
- q) disconnecting hoses from the outside hose bib in cold weather; and
- r) arranging for the connection, payment, and disconnection of the utilities (gas, heating, telephone, hydro, cable, internet, or any other utilities that may apply) for the Rental Unit.

5.16.4 In addition to the preceding section 5.16.3, Tenants will:

- a) attend a home maintenance workshop before moving into a Rental Unit, or as soon as possible thereafter;
- b) not deface or mark the interior or exterior walls or floors of the Rental Unit;
- c) report any and all damage and/or maintenance issues to the Housing Department as soon as the issue is noticed;
- d) abide by the LNIB Fire Regulations and the Zoning Bylaw of the LNIB . Tenants may not construct or light open-flame fires (including but not limited to burning barrels and recreational fires such as bonfires, fire pits and/or camp fires) without prior written permission from the LNIB Fire Department. All open burning is banned either when the fire index is at the extreme level or if notified by LNIB;

- e) immediately report to the Housing Department any accident, break, or defect in water pipes, heating or electrical systems, or in any part of the Rental Unit and its equipment;
- f) abide by all LNIB laws, by-laws, including NOS, that are currently in effect on the LNIB reserve lands; and
- g) inform the Housing Department when they become aware of any factors that may be contributing to or causing damage to the residence, or that may pose a health risk for others. Such factors may include flooding, mould, or illegal or prohibited activity at or near the residence.

5.16.5 Tenants will not:

- a) carry on or suffer or permit to be carried on, in, at, or upon the Rental Unit anything which is noisy, noxious, illegal or offensive, or which constitutes a nuisance or annoyance to LNIB or any neighbor; or
- b) commit, suffer or permit any willful or voluntary waste, spoil, or destruction in, at or upon the Rental Unit; or
- c) Park derelict or abandoned vehicles anywhere on the premises or in driveways. All vehicles kept on the residential property be insured, in running condition, and cannot be parked without use for more than six (6) months.

5.16.6 If a Tenant fails to comply with the Tenant responsibilities outlined in this Policy or in the Tenancy Agreement, it is a breach of the Tenancy Agreement and/or this Policy that could result in eviction. The Housing Department will follow the breach procedures outlined in section 5.12 of this Policy.

### **LNIB Housing Department Responsibilities**

- 5.16.7 The Housing Department is responsible for extending the life of all units by carrying out the maintenance and preventative repairs, including:
- a) repair of damage caused by natural deterioration caused by rotting, etc.
  - b) repair of damage caused by natural disasters caused by flooding, etc.,
  - c) repair of doors, windows, or household appliances deteriorated due to natural wear and tear,

- d) inspect and carry out general service of furnaces and other heating devices;
- e) inspect and carry out general service of hot water tanks including element replacement, and replacement of the complete tank unit where required,
- f) complete service of all plumbing, including replacement of fixtures where required,
- g) repair of electrical wiring and fixtures as required,
- h) repair and replacement of glass in windows and doors as necessary,
- i) repair and replacement of doors as necessary,
- j) repair of interior and exterior walls as necessary,
- k) repair of ceilings and floors as necessary,
- l) repair of eaves trough as necessary,
- m) repair of the roof as necessary,
- n) repair and replacement of appliances, as required, and
- o) any other maintenance deemed required for the health and safety of the Tenant and to extend the useful life of the Rental Unit.

5.16.8 The Housing Department will maintain records relating to the occupancy of all Rental Units, including all Rental Agreements and documents included in this Policy.

5.16.9 The Housing Department will set priorities for general repairs/renovations and keep an up-to-date maintenance plan for each Rental Unit.

### **How to Request Repairs**

5.16.10 Prior to formally requesting that the Housing Department perform a repair or maintenance, the Tenant should confirm with the Housing Department that he/she is not responsible for performing the repair or maintenance.

5.16.11 Tenants will make all requests for repairs and maintenance by submitting a completed Repairs/Maintenance Request Form (Appendix "R") to the Housing Department.

## **Tenant Performing Repairs**

- 5.16.12 Additions, renovations, or fixed improvements by the Tenant must be approved in writing by the Housing Department. This includes, but is not limited to, the installation of air conditioning, cable service, receiving devices, antennas, outbuildings, landscaping, or fire pits on the interior or exterior of the Rental Unit. There will be no compensation to the Tenant for such work.
- 5.16.13 If approval is granted, all related costs shall be the full responsibility of the Tenant and all fixed improvements shall become the property of LNIB at the termination of this agreement unless the Tenant is instructed by the Housing Department to remove same and restore finishes and/or landscaping with no compensation to the Tenant.

## **5.17 Intentional or Negligent Damage to Rental Units**

### **Damage by Tenant**

- 5.17.1 The Tenant will be solely responsible for all costs associated with repairs to a Rental Unit and/or replacement of any fixtures and/or appliances, where the damage has been caused or permitted to occur by the intentional or negligent conduct of the Tenant, an Authorized Occupant or a guest including failing to comply with a Notice of Breach.
- a) If the damage is minor (less than \$1,000) and the Housing Department has to carry out the repair and/or replacement, the costs will be invoiced back to the Tenant as Additional Rent and any Additional Rent not paid in accordance with the payment schedule set on the invoice will constitute Arrears and be subject to the Arrears provisions of this Policy.
  - b) If the damage is major (over \$1,000), the Housing Department will provide the Tenant with written notice including an estimate of the costs for the Housing Department to carry out the repair and/or replacement. The Tenant will have 30 days from the date on the notice to arrange with the Housing Department to pay for the repair and/or replacement. Failure to enter into a payment arrangement within 30 days, or failure to comply with the payment arrangement, will result in eviction.



- 5.17.2 The Housing Department will record the details of the damage in writing and these records will be kept in the Tenant's housing file indefinitely and may affect the Tenant's eligibility for rental housing in future.

### **Intentional Damage by Third Party**

- 5.17.3 If a third party breaks-in or vandalizes a Rental Unit, the Tenant must report such damage to the Housing Department immediately. The Housing Department will be responsible for any necessary repairs or reported damage, but will not commence the work until after a police report has been filed and a copy submitted to the Housing Department.
- 5.17.4 If the Housing Department finds unreported third party damage during an inspection, the Housing Department will report the damage to the RCMP and wait for a copy of the police report before conducting any necessary repairs. The Tenant will be responsible for the cost of repairs for unreported damage as Additional Rent.

## **5.18 Inspections**

- 5.18.1 The Housing Department will conduct inspections of all Rental Units in accordance with this Policy to record the condition of the Rental Unit, to assess building maintenance and repair needs so as to ensure repairs are completed in a timely manner, and to identify any misuse or negligence on the part of the Tenant.
- 5.18.2 The Housing Department will keep up-to-date Rental Unit Condition Reports (Appendix "S") for all Rental Units.

### **Regular Inspections (move-in, move-out, pets and random inspections)**

- 5.18.3 Tenants must be present for all regular inspections, except where stated otherwise in this Policy.
- 5.18.4 The Housing Department will complete a Rental Unit Condition Report that confirms the condition of the home and property. The Housing Department and Tenant will review and sign the Rental Unit Condition Report, and the Housing Department will provide a copy to the Tenant. Photos may be included.
- 5.18.5 A move-in inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant is entitled to take possession of the Rental Unit, or on another mutually agreed upon day.

- 5.18.6 A move-out inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant ceases to occupy the Rental Unit, or on another mutually agreed day. If the Tenant fails or refuses to participate in the move-out inspection, and more than three (3) days have elapsed since the Tenant ceased to occupy the Rental Unit, or the Tenant has been evicted, the Housing Department may conduct the move-out inspection without the Tenant being present.
- 5.18.7 An inspection will be completed jointly by the Tenant and the Housing Department on the day the Tenant starts keeping a pet during the tenancy, or on another mutually agreed upon day.
- 5.18.8 The Housing Department may enter a Rental Unit to conduct a random inspection at any time upon giving 24 hours written notice to the Tenant.

### **Annual Inspections**

- 5.18.9 Upon one week's written notice, all Rental Units, whether occupied or not, shall be inspected by the Housing Department or delegate at least once annually.
- 5.18.10 In conducting an inspection, the Housing Department or delegate will assess the condition of both the interior and exterior of the Rental Unit, including the appliances and heating system.

### **Emergency Inspections**

- 5.18.11 In the case of a health and safety emergency, natural disaster, or evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days, the Housing Department or delegate may enter a Rental Unit without notice to the Tenant in order to conduct an inspection to assess emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.
- 5.18.12 Health and safety issues related to housekeeping are not emergencies and will be monitored through regular inspections.

### **Vacant Rental Units**

- 5.18.13 All vacant Rental Units will be inspected before a new Tenant moves into the Rental Unit.

- 5.18.14 The Housing Department will inspect vacant houses at least one time per month to ensure that all preventative maintenance and repairs are kept up, and completed prior to occupancy by a new Tenant.

## **5.19 Housing Department's Entry into Rental Units**

- 5.19.1 A Tenant has the right to quiet enjoyment and of exclusive use and occupancy of a Rental Unit during the term of the Tenancy Agreement.
- 5.19.2 The Housing Department or delegate may only enter a Rental Unit if:
- a) the Housing Department serves an **Entry Notice** (Appendix "T") on the Tenant at least 24 hours before the proposed entry setting out:
    - i) the purpose for entering, which must be reasonable, and
    - ii) the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant agrees otherwise;
  - b) the entry is without notice but is necessary to protect life or property (i.e. emergency entry);
  - c) the Tenant gives the Housing Department permission;
  - d) the Tenant has abandoned the house (See section 5.23);
  - e) notice of termination has been given by either LNIB or the Tenant, to the other, and LNIB requires entry to show the Rental Unit to prospective tenants upon 24 hours' Written Notice to the Tenant;
  - f) the Housing Department has a court order saying it may enter the house; and
  - g) to carry out an inspection in accordance with section 5.18.
- 5.19.3 If there is an emergency and the Tenant is not available to grant permission, the Housing Department representative entering the Rental Unit should be accompanied by a witness if possible. Tenants will be notified of any emergency entries and the reason(s) for the entry as soon as possible following the emergency entry.

## **5.20 Insurance**

### **LNIB Responsibilities**

- 5.20.1 LNIB will purchase and maintain property and fire insurance for all Rental Units so long as LNIB retains ownership of the Rental Units.
- 5.20.2 LNIB is not responsible for maintaining property insurance for Rental Unit subject to a Rent-to-Own Agreement after the CP and ownership of the Rental Unit have been transferred to the Tenant.
- 5.20.3 Any amounts received as a result of an insurance claim made by LNIB will be designated for the re-construction or repair of the relevant Rental Unit.

### **Tenant Responsibilities**

- 5.20.4 Tenants are encouraged to purchase contents insurance and are solely responsible for doing so. Damage to a Tenant's personal property will not be covered under LNIB's insurance policies.
- 5.20.5 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 policy of insurance carried by LNIB.
- 5.20.6 The Tenant shall be responsible to pay the deductible on LNIB's insurance for any claims arising as a result of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.
- 5.20.7 A Tenant will immediately comply with any written notice from LNIB 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.
- 5.20.8 A Tenant will not operate any business from the Rental Unit except with the express prior written permission of LNIB and in compliance with any applicable LNIB laws, as this may affect or interfere with insurance coverage.
- 5.20.9 Tenants will be liable for all losses, costs or damages incurred by LNIB for any conduct that voids LNIB's insurance policy for the Rental Units.

## 5.21 Services

- 5.21.1 The Tenant is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable or other utilities that may apply) for the Rental Unit.
- 5.21.2 LNIB will provide the following services to the Tenant:
- a) garbage pickup;
  - b) recycling (if applicable);
  - c) water; and
  - d) maintenance services as set out in section 5.16
- 5.21.3 The fees and costs associated with the services enumerated in section 5.21.2 will be included in the Rent. If a Tenant fails to pay Rent on time, in addition to the remedies set out in section 5.11 and the Tenancy Agreement, LNIB may suspend or cancel these services until such time as the Rent and/or Arrears is paid up to date.

## 5.22 Locks

- 5.22.1 The Housing Department will not change the locks or other means of access to a Rental Unit that is occupied by a Tenant without also providing the Tenant with new keys or other means of access to the Rental Unit.
- 5.22.2 Tenants will not change the locks or other means of access to a Rental Unit.
- 5.22.3 If a Tenant of a Rental Unit wants the locks or other means of access changed, the Tenant may submit a **Repairs/Maintenance Request Form** (Appendix "R") to the Housing Department. The Housing Department will have sole discretion whether to approve the request and conduct the work.
- 5.22.4 Notwithstanding section 5.22.2, if a Tenant changes the locks or other means of access on a Rental Unit, the Tenant must provide the Housing Department with a new key or other means of access to the Rental Unit and will be solely responsible for any damages or costs incurred as a result of the unauthorized change.
- 5.22.5 In the event that a key becomes lost or stolen, the Tenant must inform the Housing Department as soon as possible that the key has been lost or stolen. Tenants will be

charged twenty dollars (\$20.00) per key to cover replacement costs for lost or misplaced keys.

5.22.6 The Housing Department will ensure that all keys for all Rental Units are kept secured except when used by the Housing Department for authorized purposes.

5.22.7 All keys must be returned to the Housing Department at the end of the Tenancy.

## **5.23 Abandoned Rental Units**

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

5.23.2 A Tenant is required to provide written notice to the Housing Department of any planned absence from the Rental Unit of 30 or more consecutive days, and to make arrangements with the Housing Department to ensure that Rent payments continue for the duration of the absence.

5.23.3 When a Tenant is away from a Rental Unit on an authorized extended absence, the Housing Department will monitor the Rental Unit more frequently to prevent vandalism and other hazards, and to ensure appropriate preventative maintenance is done.

5.23.4 A Rental Unit is deemed to be abandoned when:

- a) the Tenant has been absent from the Rental Unit for 30 or more consecutive days without having provided written notice of the absence to the Housing Department, and/or without the prior written approval of the Housing Department; and
- b) Rent and/or utility payments for the Rental Unit are in Arrears for 30 days or more and the Tenant has not communicated with the Housing Department regarding the Arrears.

5.23.5 A Tenant who abandons a Rental Unit is deemed to have been evicted and will be responsible to pay the Rent for the month following the date on which the Rental Unit is deemed abandoned, any Arrears and any costs to repair damage to the Rental Unit that occurred during the Tenant's absence, all of which will be a debt owed to and recoverable by LNIB. In the case of Rent-to-Own Agreement, the Rent-to-Own Agreement will be terminated and the Tenant will lose the option to purchase the Rental Unit at the end of the mortgage.

- 5.23.6 The Housing Department may take any action it deems necessary to secure and protect an abandoned Rental Unit. Abandoned Rental Units will be re-allocated to the next qualified applicant on the Rental Housing Waiting List as soon as possible after the deemed date of abandonment.
- 5.23.7 If a Tenant leaves personal property in an abandoned Rental Unit, the Tenant will have **five (5) business days** from the deemed date of abandonment to obtain permission from the Housing Department to enter the Rental Unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by LNIB.

## **5.24 Ownership Transfer – Conclusion of a Rent-to-Own Agreement**

- 5.24.1 LNIB retains ownership of all Rental Units until the Rental Unit is paid in full in accordance with the terms of the Rent-to-Own Agreement. At that time, provided that the Tenant meets all other requirements in the Rent-to-Own Agreement and this Policy, and with consent of Council, the Tenant will have the option to own the Rental Unit provided the Tenant:
- a) has lived in the Rental Unit and regularly paid Rent for at least the minimum time specified in the Rent-to-Own Agreement;
  - b) has no Arrears or outstanding historical debt owing to LNIB; and
  - c) is not in breach of the Rent-to-Own Agreement or this Policy.
- 5.24.2 The Tenant will be eligible to exercise the option to own as specified in the Rent-to-Own Agreement.

## **5.25 Re-allocation of Rental Units Subject to Rent-to-Own Agreements**

- 5.25.1 LNIB owns each Rental Unit until the cost of the Rental Unit is paid in full, in accordance with the Rent-to-Own Agreement and the Tenant has completed the Option to Own in accordance with the terms of the Rent-to-Own Agreement. Therefore, LNIB will automatically assume possession of any returned, abandoned or confiscated Rental Units and re-allocate that Rental Unit to the next qualified applicant on the Rental Housing waiting list.

- 5.25.2 To be eligible for a re-allocation of a Rental Unit, the new Tenant must meet all the eligibility criteria for a Rent-to-Own Agreement as set out in section 5.2 of this Policy.

## **5.26 Survivorship**

### **Rental Unit Procedures**

- 5.26.1 A Tenant of a LNIB Rental Unit does not own the house and cannot bequeath it to anyone upon his/her death.
- 5.26.2 If a Tenant of a LNIB Rental Unit passes away, the Housing Department may assign the Tenancy Agreement to the deceased's next of kin, provided the Housing Department confirms that:
- a) the next of kin meets the eligibility requirements to enter into a Rental Agreement as set out in section 5.2;
  - b) the next of kin does not already hold a CP and/or mortgage and is not a Tenant of an existing Rental Unit; and
  - c) The next of kin is residing in the Rental Unit at the time when the Tenant passes away.
- 5.26.3 Priority will be given to next of kin in the order listed:
- a) Spouse of the deceased Tenant;
  - b) children of the deceased Tenant who are over 18 years of age;
  - c) parents of the deceased Tenant; and
  - d) siblings of the deceased Tenant.
- 5.26.4 If the next of kin does not meet the eligibility requirements in section 5.2 and section 5.26.2, they will be given six (6) months to meet the eligibility requirements.
- 5.26.5 Notwithstanding tenant eligibility requirements in section 5.2, if the deceased's Spouse is a Non-member, but there is a child of the relationship who is a Member, the Non-member Spouse may continue to occupy the Rental Unit with the Member child until the child reaches the age of 18.



- 5.26.6 If the Housing Department approves a next of kin as a Tenant, that person will become the new Tenant of the Rental Unit and will enter into a new Rental Agreement.
- 5.26.7 If the Housing Department determines that no next of kin is willing or eligible to take over the deceased Tenant's Rental Agreement, the deceased Tenant's family, friends or executor or administrator will be required to remove the deceased Tenant's personal belongings within five (5) business days of that determination. Once the deceased's personal belongings have been removed, the Rental Unit will be reallocated to the next qualified applicant on the Waiting List in accordance with this Policy.

### **Rent-to-Own Procedures**

- 5.26.8 If a Tenant of a Rental Unit subject to a Rent-to-Own Agreement passes away during the term of the tenancy and before the mortgage has been discharged, and the deceased Tenant has left a will bequeathing the Rental Unit to a named beneficiary, the beneficiary, if eligible, may apply to the Housing Department to assume the Rent-to-Own Agreement in accordance with this Policy.
- 5.26.9 If the deceased Tenant maintained a valid life insurance policy naming LNIB as the beneficiary of the policy, the Housing Department will take whatever steps are necessary to ensure that the proceeds from the life insurance policy are used to pay out any outstanding mortgage amount, Arrears or other debts attached to the Rental Unit, and any proceeds remaining after all the debts are satisfied shall be distributed to the Tenant's heir. Council will then transfer the LNIB Land attached to the Rent-to-Own Agreement to the Tenant's heir in accordance with the Tenant's wishes, provided that the heir is eligible to be allotted a CP in accordance with the Land Code, any LNIB allotment law and this Policy.
- 5.26.10 If the deceased Tenant failed to purchase life insurance, or the life insurance lapsed, is insufficient to pay off the outstanding debts associated with the Rent-to-Own, or is otherwise invalid, and the Tenant's estate does not have sufficient capital upon liquidation of the Tenant's assets to pay off the outstanding mortgage amount, the Tenant's Arrears or other debt related to the Rental Unit, the Tenant's heir may still acquire the Rental Unit through Council assigning the Rent-to-Own Agreement to the heir, provided that the heir meets the eligibility criteria for a Tenant of a Rent-to-Own Home, as set out in section 5.2, and all obligations will be transferred to the heir as the new Tenant of the Rent-to-Own Agreement.

- 5.26.11 Upon the Housing Department confirming that the deceased Tenant's heir satisfies the requirements in the preceding section, the Housing Department will allocate the Rental Unit to the heir under a new Rent-to-Own Agreement that transfers all obligations in respect of the Rental Unit to the to the heir.
- 5.26.12 If a Tenant of a Rent-to-Own Agreement passes intestate (without a will), the Housing Department may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out in section 5.26.2, provided that the next of kin heir meets the eligibility criteria for a Rent-to-Own Tenant as set out in section 5.2.
- 5.26.13 If the next of kin is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rental Unit shall be re-allocated in accordance with this Policy and the Rental Housing Waiting List.
- 5.26.14 If a Tenant of a Rent-to-Own Agreement passes away after being eligible to exercise the Option to Own but before exercising the Option to Own, and there are no Arrears or other debts attached to the Rent-to-Own Agreement, Council may allot ownership of the Rental Unit and the LNIB Land to which it is attached, to the beneficiary named in the Tenant's will, or if there is no will, to the Tenant's next of kin in accordance with the priority rules set out in section 48 of the *Indian Act*.

## **6.0 CHAPTER SIX - APPEALS PROCEDURES**

### **6.1 Types of Appeals**

- 6.1.1 Subject to a LNIB dispute resolution law, a Tenant or applicant may appeal any decision made under this Policy in accordance with this section 6.0.

### **6.2 Grounds for Appeal**

- 6.2.1 Decisions may be appealed on the following grounds:
- a) There was an error of fact.
  - b) There was a procedural error.
  - c) Where the appellant questions the decision as unfair, unjust or unreasonable.

### **6.3 Time Limitations**

- 6.3.1 Time shall be considered critical to the fair disposition of inquiries or appeals.
- 6.3.2 An appellant shall seek remedies as promptly as possible and within the deadlines outlined in this Policy.
- 6.3.3 Each inquiry, response, or other remedial step shall be taken by the appellant and by the responsible department or committee within the period specified. If the responsible department 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.
- 6.3.4 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure. If the grievance results in an appeal to the Appeals Committee, the validity of the reasons for any such delays shall be taken into account by the Appeals Committee in deciding whether the appeal will be heard.

## **6.4 Preliminary Inquiry**

- 6.4.1 For any appeal, the appellant shall initiate a preliminary inquiry into the issue by meeting directly with the Housing Department to attempt to resolve the matter.
- 6.4.2 Where the matter remains unresolved, within seven (7) business days of the first meeting, a second meeting shall take place between the appellant, the Housing Department, and the Director of Infrastructure.

## **6.5 Application for Hearing**

- 6.5.1 If the matter is unresolved within seven (7) business days of the second meeting referred to in section 6.4.2 the appellant may submit an Application for Hearing before the Appeals Committee (Appendix "V") and deliver it to the Housing Department.
- 6.5.2 An Application for Hearing shall be in writing and shall contain the appellant's name and address, and shall state in general terms the nature of the decision, reasons for the Appeal, and the remedial action sought by the appellant. A non-refundable filing fee of \$250 must be submitted along with the Application for Hearing. Members who are on S.A. and Elders on a fixed income are exempt from having to pay the filing fee.

- 6.5.3 No matter shall be heard by the Appeals Committee unless the appellant has first availed themselves of the proper procedures set out in this Policy.
- 6.5.4 No matter shall be heard by the Appeals Committee unless the appellant has completed all requisite submissions. The Housing Department shall notify the appellant of any deficiencies in the submission and may set a timeframe for correction of same. If the deficiencies are not corrected within the allowed time, the appeal may be disallowed for incompleteness or non-compliance with procedures. If the Housing Department is unable to contact the appellant at the last known address, the appeal shall be deemed to be withdrawn.
- 6.5.5 Within fifteen (15) business days of receiving the Application for Hearing, the Housing Department shall produce a written reply in a Response to Appeal (Appendix "W") and shall forward a copy of the Response to Appeal to the appellant.
- 6.5.6 Upon delivery of the Response to Appeal, the Housing Department shall refer the matter to the Appeals Committee for resolution. The referral shall include the Application for Hearing and the Response to Appeal.

## **6.6 Onus of Proof, Basis of Decision and Powers of Appeals Committee**

- 6.6.1 In any appeal, the appellant shall bear the onus of showing, on the balance of probabilities, that an injustice or error has occurred at the level of the decision being appealed.
- 6.6.2 The function of the Appeals Committee is to determine, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.
- 6.6.3 The Appeals Committee shall be composed of a combination of three (3) of the following five (5) persons, subject to any conflict of interest:
- a) The Council member holding the Housing Portfolio;
  - b) the LNIB Executive Director;
  - c) the LNIB Director of Finance;
  - d) the LNIB Director of Human Services; and
  - e) the LNIB Director of Infrastructure.

- 6.6.4 The Appeals Committee shall have sole jurisdiction to hear and make final adjudication of appeals submitted through this process.
- 6.6.5 The Appeals Committee shall retain discretionary authority to modify the hearing process as fits the circumstances, including the authority to:
- a) decide preliminary matters, including whether the appeal should proceed;
  - b) direct, curtail or encourage the organization of witnesses, testimony and evidence in the interests of enhancing the clarity, relevance and efficiency of the proceedings;
  - c) require the production of written or documentary evidence by the parties or by other sources; and
  - d) waive or extend any time periods set out in these Appeal Procedures.

## **6.7 Hearing Process**

- 6.7.1 The hearing shall be conducted in accordance with the principles of natural justice, namely that the appellant and the respondent have the right to receive notice, to be heard and to know the case against them. While the Appeals Committee has a broad discretion, all hearings shall comply with the following procedures:
- a) the hearing shall take place as soon as possible following the referral to the Appeals Committee;
  - b) as much as possible, scheduling of the hearing will be mutually convenient to the Appeals Committee and to the parties;
  - c) all parties shall be given reasonable written notice of the date, time and place of the hearing;
  - d) the hearing shall be open, except where requested otherwise by either party. If a closed hearing is requested, the requesting party shall provide reasons for the request and the Appeals Committee shall have sole discretion to confirm or deny such request;
  - e) each party shall have full opportunity to make submissions to the Appeals Committee, including through oral and written submissions and witness testimony, and each party may question the other's witnesses;

f) each party shall bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

6.7.2 After the hearing, the Appeals Committee shall deliberate in closed session and shall reach a decision.

6.7.3 Within five (5) business days of the hearing the Appeals Committee shall provide written reasons for its decision to the Housing Department; and the Housing Department shall distribute copies of the decision to all parties, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.

## **7.0 LNIB HOUSING CONFIDENTIALITY**

7.1.1 It is essential for the credibility of LNIB that all matters related to Band Members and/or any individual to whom the Band provides services, be kept in the strictest of confidence.

7.1.2 All LNIB staff must sign an Oath of Confidentiality upon hiring. Confidentiality is maintained to protect and respect the Band and Band Members.

7.1.3 The Band upholds the principle that privacy is a basic right in our society and safeguarding that right is the ethical and legal obligation of the Council and Band Administration.

7.1.4 Confidentiality is an essential component of service delivery and all records must be kept secure whether paper or electronic.

7.1.5 All information obtained regarding Tenants of the Band will be treated as confidential.

7.1.6 Exceptions to the policy on confidentiality are:

- a) between relevant authorities in cases of suspected child abuse to ensure child protection;
- b) between staff when necessary to contribute input and only with persons directly and professionally concerned with them;
- c) between relevant authorities in cases where information supports that a Tenant or Tenants are involved in, or appear to be involved in, any activity that may be, or appears to be, illegal or prohibited.

## **8.0 CONFLICT OF INTEREST**

- 8.1.1 Any Housing Staff other than the Housing Manager must immediately report a Conflict of Interest to their direct supervisor, if it exists or if it is perceived to exist in the course of their duties. If a Conflict of Interest exists or is perceived to exist by the Housing Manager, he or she must report it to the Director of Infrastructure.

## **9.0 AMENDMENTS TO THE POLICY**

- 9.1.1 The Housing Department shall propose amendments to the Policy in writing to Council.
- 9.1.2 The Council may approve any amendments to the Policy that it considers necessary. Amendments shall be approved by BCR.