

**Proposed Changes to the Housing Policy**

<b>Section</b>	<b>Heading</b>	<b>Proposed change</b>	<b>Policy Rationale</b>
Throughout Policy	Rental property	The Housing Policy makes clear that certain rules regarding Tenant and guest conduct and prohibitions apply to the land upon which the rental housing is located in addition to the unit itself.	This update allows the Housing Department to regulate Tenant's and Tenant's guests and other individual's use of rental property, driveways, etc.
Throughout Policy	Rent-to-Own Units	The Housing Policy distinguishes between Rental Units and Rent-to-Own Units.	There are distinctive requirements that relate only to Rent-to-Own Units so it is more straight-forward to include a new defined term.
2.1	Definition	Update terms and staff titles.	To help with interpretation, consistency and accuracy.
2.2	Interpretation	Interpretation aides, e.g. a reference to "days" means calendar days unless otherwise provided.	To help with interpretation, consistency and accuracy.
4.1	Roles and Responsibilities	Clarify that Council's point of contact is the Executive Director who in turn directs staff, including the Housing Department.	To correct the provision that Council's point of contact is the Housing Manager.
		Clarify that the Housing Director oversees the Housing Department and ensures it is managed in accordance with its annual budget and work plan set by Council.	To update the provision that the Director of Infrastructure oversees the Housing Department.
5.2	Eligibility for Rental Housing	A person who is a current Tenant of LNIB rental housing is not eligible to qualify for rental housing.	This update reflects the Housing Department's practice and an acknowledgment of rental housing scarcity.
		A person who holds a CP zoned for residential housing and does not reside on the applicable land due to inadequate housing options, e.g. the number of Members listed on the CP exceed housing options on the applicable land, the Housing Department has the discretion to allow that Member to apply for LNIB rental housing.	To acknowledge that despite holding a CP, a Member does not necessarily have access to housing on that lot.
		To qualify for rent-to-own housing, a person must not be a social assistance recipient.	The financial responsibilities of taking over ownership of a rent-to-own unit can be substantial.

5.4.4 and 5.4.5	Tenant Selection	Sets out priority rules if two applications submitted by Members receive the same score on their housing application - the application received first will be selected. The same rule applies to two non-Members' applications that receive the same score.	To provide the Housing Department with guidance in the event this situation occurs.
5.5.4 and 5.5.5	Reviewing and signing Tenancy Agreement	The Housing Department will give a prospective Tenant a copy of the Tenancy Agreement to read, will explain each clause of the Agreement to the prospective Tenant and will require the Tenant to initial each page guaranteeing the page has been read and understood before it's signed.	requiring this procedure to be followed will help to ensure prospective Tenants have read and understand their responsibilities in a Tenancy Agreement.
		The Housing Manager is authorized to sign the Tenancy Agreement on behalf of LNIB.	It is necessary for Council to formally delegate their authority to bind LNIB to a contract.
5.5.6	Renewing a Tenancy Agreement	The Housing Department may use a short-form document that identifies any changes to the Tenancy Agreement for its annual renewal. this document will form part of the original Tenancy Agreement. If there are significant changes to the Agreement, the Housing Manager and the Tenant will sign the full document which will replace the original.	This change was requested to help focus Tenants on the changes to the document at the annual renewal meeting.
5.8	Community and Low Income Housing Units	Removed the references to Community and Low Income Housing Units.	LNIB has not yet designated specific rental housing as Community and Low Income Housing Units. In the event this happens, Council can amend the Housing Policy to include the relevant policy provisions.
5.11	Arrears Management	Added more specific deadlines and instructions around rental arrears, e.g. providing a set number of days to take action instead of an ambiguous term like "immediately"	
		Providing that a Tenant's failure to pay rent on time more than three times in a 12-month period is grounds for eviction. The original language specified three times in a calendar year.	The proposed language change ensures the intention of the Policy is achieved regardless of when a Tenant enters into their Tenancy Agreement.

		<p>Clarifies that if a Tenant fails to pay the entire outstanding amount or rent arrears, or to negotiate a payment schedule as part of an Arrears Repayment Agreement, within five days of the Housing Department's issuance of the Final Notice of Non-Payment of Rent, the Housing Department will terminate the tenancy.</p>	<p>The original Policy did not include a deadline for this step.</p>
5.12.2	End of Tenancy/Breach	<p>If a Tenant and the Housing Department do not renew a Tenancy Agreement at the end of the term or any subsequent term, and the Tenant has not given written notice of non-renewal, but the Tenant is otherwise in compliance with the terms and conditions of their Tenancy Agreement, then a new tenancy from month to month is created and is subject to the terms and conditions of the Tenancy Agreement. The Housing Department may terminate a month-to-month tenancy at any time upon giving the Tenant 30 days written notice of eviction.</p>	<p>This proposed change ensures the Tenancy Agreement is not automatically considered terminated if the Tenant fails to renew on time. This provides the Housing Department and the Tenant some flexibility to address the issue.</p>
5.12.3	Criminal Record Check	<p>The Housing Manager is entitled to request that a Tenant provide a current Criminal Record Check if the Housing Manager reasonably believes that the Tenant has been convicted of trafficking narcotics or convicted of a serious indictable offence. A Tenant's failure to produce the Criminal Record Check within a reasonable time accounting for RCMP processing times is grounds to be served a Notice of Breach.</p>	<p>This provides the Housing Department will some oversight over Tenants for whom it is believed has been convicted of a serious offence.</p>
5.12.7	Notice of Breach	<p>The Housing Department will set the applicable timeline within which a Tenant must correct a breach according to the nature and severity of the breach. This replaces a set 30-day timeline that might not be appropriate for every type of breach.</p>	<p>This change gives the Housing Department flexibility to require a Tenant's compliance within a shorter or longer window of time based on the nature of the conduct.</p>

5.12.8	Breaches	The list of conduct that is considered a breach of the Housing Policy (and the Tenancy Agreement) has been modified to include the following (note that a breach listed at section 5.12.8 does not lead to immediate eviction - a notice explaining the breach and requiring the Tenant to correct the breach is provided):	
		(i) the Tenant fails to renew their Tenancy Agreement on an annual basis.	It is important that Tenants come in to renew their Tenancy Agreements. This provides an opportunity to review any policy changes and address issues with the Tenant. Including this as a breach will help to community this importance.
		(ii) the Tenant fails to comply with LNIB's decision to transfer the Tenant to a different housing unit to comply with the National Occupancy Standards ("NOS").	In order to comply with the NOS, the Housing Department must be able to move a Tenant to a different Unit, and it is necessary for the Tenant to cooperate with that effort.
		(iii) the Tenant fails to provide a Criminal Record Check if requested by the Housing Manager under section 5.12.3 (referenced above).	This provides a consequence to the Tenant's failure to comply with the Housing Manager's request.
5.13.2	Severe breach - immediate eviction	A Tenant may be evicted without receiving a notice of breach if they commit a "severe" breach. The following "severe" breach has been added: the Tenant is convicted of trafficking narcotics or is convicted of a serious indictable offence.	The noted conduct is a common ground for immediate breach in First Nation housing policies.
5.13.6, 5.13.7 and 5.14.1	Vacating the Unit and Appeal deadline	A Tenant who has been evicted must vacate the unit within seven days after receiving their eviction notice. If they wish, a Tenant may appeal their eviction by 1pm on the third business day after receiving their eviction notice to appeal the eviction (appeals are explained at Chapter 6.0). Submitting an appeal letter pauses the clock on the eviction until the appeal process is complete.	Assessing an appeal claim before the Tenant is removed was preferred over the possibility of having to reinstate an individual in a Unit after a successful appeal.
5.15	Pet policy	A Tenant who provides proof to the Housing Department that their service animal is certified under the <i>Guide Dog and Service Dog Act</i> upon request, the Tenant must not obtain the Housing Department's permission to keep the dog and is not required to pay a Pet Deposit.	This change is to clarify the requirements under the noted legislation.

		Only one Pet Deposit (half of one month's rent) must be paid regardless of the number of pets that are authorized by the Housing Department to live in the Unit.	This change is to confirm the Housing Department's currently practice.
		The Pet Deposit will be managed like a Security Deposit: held in an interest-bearing account and returned to the Tenant with any accrued interest if there are no incidents.	Standard practice for deposits held for a Tenant.
		A Tenant must provide the Housing Department with up-to-date proof that the pet is and remains fully vaccinated against rabies, distemper, parvovirus and infectious canine hepatitis and any additional vaccinations required by the Province of British Columbia.	To protect against infectious disease.
5.16.5(e)	Tenant Responsibilities	A Tenant must not use their Unit or the land upon which the Unit is located for any reason other than exclusively for a residential dwelling, which includes not operating a home-based business except with the written consent of LNIB and in accordance with applicable LNIB laws and policies.	To clarify the rule on operating a home-based business.
5.16.6	Emergency Repairs	A Tenant must immediately contact the applicable person designated for emergency repairs in the Tenancy Agreement in the case of serious damage or failures of systems: major leaks in pipes or the roof, damaged or blocked water or sewer pipes or plumbing fixtures, damage to primary heating system or the electrical system, deficiencies in the integrity of the Unit's structure and any other damage that poses an immediate and urgent risk to the Unit or to the health and safety of people.	To clarify a Tenant's obligations in the event of significant issues with their unit.

		Requires the Tenant to make at least two attempts to reach the designated contact and to give the Housing Department a reasonable amount of time to make the repairs. However, If the repairs are not carried out within a reasonable time frame, the Tenant may authorize the repairs and claim reimbursement from the Housing Department with receipts.	Important to include a clear procedure to follow in the event an emergency repair is needed to avoid confusion.
5.22.4	Locks	In the event that a key becomes lost or stolen, the Tenant will be charged the actual cost to change the locks and to cut new keys. The Housing Department may waive the Tenant's obligation to pay to change the locks and cut new keys in a situation where the Tenant's health or safety is at risk.	The original charge of \$20 did not cover the Housing Department's costs.
5.23.4	Abandoning a Unit	The fact that a Unit's power has been turned off is a factor in the Housing Department's determination that a Unit has been abandoned.	It is helpful for the Housing Department to have additional guidance to make a determination that a Unit has been abandoned.
5.24.1-5.24.4	Transferring ownership of a Rent-to-Own Agreement	Added more procedure explaining how a Rent-to-Own Tenant qualifies for, is offered and accepts the option to own their Rent-to-Own Unit.	Clear timelines and the procedural steps will reduce uncertainty.
		Council and the Tenant will enter into a <i>Residential House Purchase Agreement and Acknowledgment of Allotment</i> which will serve to transfer ownership of the Rent-to-Own Unit and will set out the Tenant's obligations as a homeowner and CP-holder.	This document provides an opportunity to review with the Tenant their responsibilities as a homeowner and CP-holder. It is also helpful to have the Tenant sign an agreement that acknowledges these responsibilities; an agreement is easier to enforce than a policy.

5.24.5	Early Buy-out	<p>In the event a Tenant wants to buy a Rent-to-Own Unit in full prior to the Option to Own becoming available, the Tenant may discuss buy-out options with the Housing Department. The option for early buy-out is dependent on many factors, some outside of LNIB's control, but LNIB will make best efforts to accommodate an early buy-out. In the event an early buy-out is possible, the Tenant is responsible for all applicable legal fees, other administrative and lender fees and interest.</p>	<p>This provision reflects the Housing Department's current practice.</p>
5.24.6	Tenant does not exercise the option to own	<p>If a Tenant does not wish to exercise the option to own a Rent-to-Own Unit, they must sign a form acknowledging this decision and their tenancy will convert into a standard rental tenancy without the option to own.</p>	<p>The Lands Manager asked for a way to document a Tenant's decision not to exercise the option to own in case there was a question about this in subsequent years.</p>
5.24.8	Tenant not eligible to exercise option to own due to Arrears	<p>If a Tenant who wishes to own their Rent-to-Own Unit has complied with the minimum Rent payment requirements (i.e. the mortgage is paid off) but is not eligible to exercise the option to own the Rent-to-Own Unit due to Arrears or outstanding historical debt owing to LNIB, the Tenant must continue to pay Rent at the applicable rental rate for a similar sized Rental Unit and continue to otherwise comply with the Rent-to-Own Agreement. The Housing Department will allocate 50% of the rent collected to pay down the Tenant's Arrears or other debt until the Tenant is eligible to exercise the option.</p>	<p>There are some Rent-to-Own Tenants who have chosen not to exercise their option to own and are not paying rent. This proposed change makes clear that they must continue to pay rent and pay their arrears if they wish to remain in their Rent-to-Own Unit.</p>
5.25	Re-allocation - overhousing	<p>If the number of Authorized Occupants in a Unit has decreased to the point that the Tenant is considered "over-housed" according to the NOS, the Housing Department is entitled to transfer the Tenant to a different Unit that ensures compliance with the NOS.</p>	<p>This tool is necessary to ensure compliance with the NOS. Transferring an over-housed Rent-to-Own Tenant must account for the original timeline for the Tenant to exercise the option to own.</p>

5.26.7 and 5.26.8	Survivorship Procedures - Rental Unit	If a Tenant has died and there is no next of kin who will take over the Rental Unit, the family has thirty days to remove the deceased Tenant's belongings. If they need more time, they must request an extension before the thirty days has expired and pay the applicable month's rent.	This provision strikes a balance between providing the family time to collect the deceased Tenant's belongings and freeing up rental housing in an efficient way for those individuals on the housing waiting list.
		If the deceased Tenant's belongings are not removed as provided in the previous section, LNIB may remove and dispose of the items.	
5.26.9-5.26.____	Survivorship Procedures - Rent-to-Own Unit	A Tenant of a Rent-to-Own Unit that is subject to a Rent-to-Own Agreement does not own the house and cannot bequeath it to anyone upon his/her death.	This provision is also included in the Rent-to-Own Agreement, but it bears repeating in the Policy to remove any confusion.
		If the mortgage and any arrears and other debt related to a Rent-to-Own Unit are satisfied by a deceased Tenant's life insurance, Council will take the necessary steps to transfer the applicable home to the deceased Tenant's estate. Upon receipt of valid direction from the deceased's estate, Council will grant the applicable CP to the deceased's heir if the heir is eligible to be allotted a CP in accordance with the Land Code, any LNIB allotment law and this Policy.	This provision acknowledges the role that a deceased person's estate plays in distributing assets and property.
		If the heir of a deceased Tenant is assigned the Tenant's Rent-to-Own Agreement, any rental arrears associated with the Rent-to-Own Unit are also assigned to the heir (the new Tenant)	If a person takes over a Rent-to-Own Agreement, they are benefitting from the past rental payments made that have the effect of paying down the Rent-to-Own Unit's mortgage Accordingly, the new Tenant should also be responsible for paying for any missed rent along the way.



		<p>If a non-Member spouse of a deceased Tenant remains in a Rent-to-Own Unit for the period afforded them by matrimonial property law, the heir/next of kin for whom the Housing Department has selected to take over the unit will have to wait out that period before taking over the unit. However, that person's entitlement to live in the unit and the timeline within which they may be eligible to exercise the option to own the Rent-to-Own Unit is not affected.</p>	<p>The Housing Department wanted to make clear that while the selected Tenant must wait to move in in this situation, their ability to benefit from the option to own schedule will not be affected.</p>
6.4	Appeals - Preliminary Inquiry	<p>If the Housing Policy does not specify a deadline to initiate an appeal of a decision, an individual must initiate a preliminary inquiry into the matter with the Housing Department within 14 days from the date the individual received notice of the applicable decision.</p>	<p>Clear rules will help with interpretation and enforcement.</p>
8	Conflict of Interest	<p>In the event of a real, perceived or potential conflict of interest arising in relation to the administration of this Housing Policy, the conflict of interest policies and procedures approved in accordance with <i>Lower Nicola Indian Band Financial Administration Law</i> applies.</p>	<p>It is recommended to apply existing rules and standards.</p>
<b>Appendices</b>			
Appendix "A" - Rental Agreement	General	<p>The Rental Agreement was revised to comply with the applicable proposed changes noted above.</p>	<p>It is important that the Rental Agreement and the Housing Policy are consistent with one another.</p>
Appendix "B" - Rent-to-Own Agreement	General	<p>The Rent-to-Own Agreement was revised to comply with the applicable proposed changes noted above.</p>	<p>It is important that the Rent-to-Own Agreement and the Housing Policy are consistent with one another.</p>
Appendix "C" - Rental Application	Employment information	<p>An applicant is asked to provide employment information.</p>	<p>Housing Department is required to determine the applicant's ability to pay rent.</p>
	Other information	<p>An applicant may advise that they have an urgent need for housing (e.g. a domestic issue, child safety issues, a natural disaster).</p>	<p>Taking into account this type of urgent need for housing reflects the Housing Department's practice.</p>

Appendix "D" - Temporary Tenancy Agreement	General	The Agreement was revised to make clear various obligations on the Temporary Tenant, e.g. paying rent directly to LNIB (and not to the original tenant) and neither the original tenant nor the Temporary Tenant is entitled to sublease the Rent-to-Own Agreement or the Temporary Tenancy Agreement any further.	Clear rules will help with interpretation and enforcement.
Appendix "E" - Application Review Form	General	This form was revised to more clearly list the eligibility criteria from the Housing Policy.	This will help Housing Department staff ensure an application complies with the applicable requirements.
Appendix "F" - Rental Housing Scoring Guide	General	The Scoring Guide was revised to include more objective factors that will allow the scorer to determine if a factor exists and sets out the applicable points for each factor, e.g. an application receives 0.25 points for each six months it has been on the waiting list.	The original Scoring Guide presented risks of inconsistent interpretation because of the vague language and criteria.
Appendix "H" - Minimum Rental Rate	Title	The title for this appendix was revised to communicate that the rates set out are the base rates which may be higher in some situations.	The original title of "Flat Rental Rate" suggested the rate is the same across the board.
Appendix "N" - Notice of Termination of Tenancy	Appeals	The notice was revised to communicate to the Tenant the deadline for starting an appeal of an eviction.	It is recommended that individuals be made aware of their procedural rights related to rental housing.
Appendix "P" - Pet Request Form	Vaccination	This form was revised to reflect the more detailed requirements requiring vaccinations from the Housing Policy.	n/a
Appendix "U" - Acknowledgment of Refusal to Exercise Option to Own	General	This form/acknowledgment was added to help implement the new Policy provision requiring the Housing Department to document a Tenant's decision not to exercise the option to own.	n/a

