



KITSELAS FIRST NATION HOUSING POLICY

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HOUSING POLICY BACKGROUND

I. Introduction to on-reserve housing policy

This Housing Policy is a tool to enhance the delivery of housing programs and services on Kitselas lands. The Housing Policy is a set of policies, or guidelines, that have been approved by the Band government on the way in which housing is to be managed, and the way in which Clients and community members are to conduct themselves with regards to Kitselas housing.

On-reserve housing is complex. There are a number of different housing programs and services, which have been 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 the unit.

In the Kitselas Band, houses are band-owned rentals, social subsidized rentals, and privately-owned with mortgages and privately-owned with no mortgage. Each type of housing tenure requires a different kind of management service.

The Housing Policy has been designed to address the various types of housing tenure separately, while also covering the overarching issues. The Housing Department must understand which specific policies apply to every house. For instance, the rental policies do not apply to privately-owned homes. There is also a different application process for rental homes than there is for privately owned homes. Some houses qualify for AANDC renovation subsidies, while others do not. There are many more examples of differences such as these.

It is important for the Housing Department to understand the differences, but it is equally important for Clients and community members to understand them. One of the Housing Department's greatest challenges is to educate the community and the leadership. If Housing Department staff does not inform people about housing, no one will. The best way to manage housing efficiently is to make sure everyone knows and understands the rules, the consequences and benefits.

II. Why Have a Housing Policy?

Managing housing is often about managing expectations. When everyone knows the policies, or the rules, and everyone is abiding by the same set of rules, there are fewer problems for everyone. Strong, clear policies create order in the Housing Department and for its staff; it is the most important tool to improve service to the community.

Housing Policy protects the Band assets. Housing is often the Band's or a person's largest investment, which can create enormous financial problems for the Band. It is essential that the Band's Housing Policy is effective to protect this financial investment.

The Housing Department works on behalf of the Band to manage their investment by implementing the approved Housing Policy.

Housing Policy protects the Clients' interests. A clear, effective Housing Policy ensures that Clients and the Band both fulfill their respective responsibilities. Clients need to be assured that their housing units are safe and that their rights are protected. Housing policies need to be equitable and respectful and be applied equitably to everyone. By following the Housing Policy, these goals will be met.

III. How is the Policy constructed?

The Housing Policy was created under the auspices of the Kitselas Band, the Housing Department and the housing committee. It is a harmonized policy document that incorporates the previous policies used by Kitselas Band and other templates use by First Nation communities

The Housing Policy is divided into chapters; dealing with different categories and programs in the housing portfolio. All houses on Kitselas Land are covered by this policy.

Specific policies within the Housing Policy will state their intent, followed by the procedures that are required to be utilized for that specific policy. Within most policies, there are bold highlighted references to forms; that must be used to carry out the procedures. The chapters are summarized below.

Chapter one: Administration/Governance

1. This chapter deals with how the Housing Policy fits into the Band organization: how the Housing Policy is applied, what it applies to, and the roles and responsibilities of everyone involved. The Organizational Chart sets out the flow of communication: who answers to whom? It is important for staff to understand their position on the chart, and to make sure that they follow the reporting flow. Otherwise, critical information may be lost to the detriment of Band members.

Chapter two: Subsidized and Band-owned Rental Housing

1. Rental housing requires the most management, and therefore the most policies. Rental housing belongs to the Band, and the Band is responsible for all aspects of this type of housing. The Housing Department is responsible to act as landlord and to create and maintain a good relationship with the Band's Clients. Rent must be paid for these houses and they must be well maintained by the occupant. If the Band's rental houses are not well managed, the Band bears the financial risk, which can be large.
 - A. Rental arrears: Rental arrears should be prevented from accumulating. However, many houses have arrears from the past that must be managed and collected.

- B. Home ownership: Some of the CMHC subsidized rentals were set up as rent-to-own units. Once the mortgage is paid off, the ownership changes hands from the Band to the Client. These transfers must be managed through the Lands Department, but must still adhere to the Kitselas Housing Policy.

Chapter three: Privately Owned Housing

- 1. Privately owned homes, which are owned by community member, may be financially guaranteed by the Band, until the mortgage is repaid.
- 2. Most privately owned homes also use the AANDC subsidy, which is administered through the Band. For these reasons the Band must manage these houses, distribute the funds, and guarantee fairness. The Band must ensure that all houses in the community, privately or Band-owned, are constructed to the required Building Code standards and follow the Housing Policy.

Chapter four: Renovations and Additions

- 1. Renovations and additions, generally funded by CMHC and AANDC require a Housing Policy to ensure Band members are treated fairly and that the Band's administrative criteria and schedules are met and approved by the housing department.
- 2. If renovation funding allotment by funders is not properly managed, as the Band is responsible, it may result in the loss of funds.

Chapter five: General Policies

- 1. General policies cover community issues that apply to all houses, whether they are rentals or privately-owned.

Chapter six: Individual Band Policies

- 1. The Housing Policy has been harmonized to fit the Kitselas band needs

Chapter seven: Policies in Progress

- 1. Policy-making is an ongoing process, and the policies contained in this document will evolve over time to adapt to changing circumstances. This chapter of the Housing Policy outlines policies that are still in the work-in progress stage. The Housing Department must work on completing policies that are still works in progress, and bring them to the Band Council for ratification when they are ready.

IV. Appendix 1: Forms

The forms are the printed paper records of each housing management transaction. The Housing Department will fill out forms for each transaction and file the forms in the appropriate band files as required. Clients should also have a copy of the forms, and are encouraged to keep their own files.

V. Appendix 2: CMHC and AANDC Housing Information:

On-reserve housing is closely linked with government programs, and on reserve housing policies need to correspond to government requirements and schedules. This chapter contains pertinent information regarding government agencies, their programs, and roles and responsibilities.

CHAPTER ONE

Administration/Governance

1.1 MANDATE

The Kitselas Housing Department is responsible for, and has authority over the general management of housing, on Kitselas land.

The Administration is responsible for developing and supporting a functional housing program and services, which includes: community planning, developing and implementing policy, safe building practices, administering government programs, attaining available housing funding and promoting healthy and appropriate housing. The specific responsibility for individual houses depends on the ownership of that house.

The Kitselas First Nation government has the authority to create and implement housing policies and bylaws and to take the appropriate action if the policies or bylaws are contravened. This Housing Policy has been created under that authority.

1.2 PURPOSE

The purpose of the Kitselas Housing Department is to:

- A. Provide sufficient, affordable and quality housing to Band Members;
- B. Maintain the value of band-owned houses;
- C. Improve overall understanding of housing issues and related responsibilities;
- D. Implement the Housing Policy;
- E. Assist leadership in making housing decisions by providing timely and accurate information;
- F. Fulfill legal and financial obligations to government and institutions;
- G. Develop a housing plan; and
- H. Ensure housing decisions are equitable and consistent and that all participants are accountable and responsible.

The purpose of this Housing Policy is to:

- A. Provide a set of standards for the delivery of housing programs and services;
- B. Outline authority and responsibility for the management of houses and services related to Kitselas housing matters;
- C. Provide instructions for Housing Management; and
- D. Set forth the basic principles to be followed by the Band administration, government, and membership with respect to Kitselas housing matters.

1.3 DEFINITIONS

Appeal- A Client's request to review a Housing Department decision when the Client disagrees with all or part of the decision.

AANDC	Aboriginal Affairs and Northern Development Canada (INAC)
Application-	An official written document of application for a house, service or renovation.
Arrears-	Unpaid rent and/or debts as a result of a Client's failure to make regular payments
Band-	Kitselas Band
Band Rental Unit-	Housing unit owned by the Band and rented to Clients
Beneficiary-	A Band Member who will inherit a unit in the community
Calendar Year-	January 1 to December 31
Client-	A person who is using the Kitselas services
Client Selection-	The action of carefully choosing someone must suitable for the housing criteria. The housing committee is responsible for this matter
CMHC	Canada Mortgage and Housing Corporation
End of Tenancy	A requirement that a Client vacate a housing unit because the Residential Tenancy Agreement is in default. Also referred to as an eviction
Fiscal Year	April 1 to March 31
HASI	Home Adaptations for Senior's Independence (CMHC Program)
Housing Department	Consists of the Housing Manager and the Housing Committee.
Housing Policy	A document that includes all policies and procedures related to the Band Housing Department, including amendments to this document made from time to time
In Good Standing	Client has no outstanding payments with the Band and all paperwork is completed and in accordance with this policy.
Maintenance	Work that is done regularly to keep a housing unit in good condition

Ministerial Guarantees	(AANDC AND KITSELAS BAND) The Department of Aboriginal Affairs and Northern Development Canada (AANDC) administers Ministerial Loan Guarantees (MLGs) which provide loan security required by Lenders financing housing loans on reserve. These Loan Guarantees are required as a result of provisions in the Indian Act, notably Section 89 (1), which prevents the mortgage or seizure of personal and real property located on reserve, except by another Indian or band.
Policies	Individual components of the Housing Policy document
Privately-Owned Home	Housing unit that has been (or is being) paid for by a Band Member
RRAP	Residential Rehabilitation Assistance Program (CMHC Program)
Renovation	Work done to restore a housing unit to good condition
Residential Tenancy Agreement	A document that details the conditions of tenancy between the landlord and the tenant(s) (homeowner(s))
Rent-to-own	Housing unit owned by the Band until the mortgage and all debts have been paid by the agreed upon homeowner, for the full length of the mortgage. At which time ownership will be transferred to the agreed homeowner and a Homeownership Agreement will be signed.
Social Housing	CMHC subsidized housing unit that have a special agreement with the Band, which gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.
Tenant	An individual living in a rental unit and paying rent
Tenure	The rights of a person to hold ownership of a home with a mortgage or as a Client of a Rent-to-Own housing unit

1.4 APPLICATION OF HOUSING POLICIES

These policies and procedures apply to all houses (as they are identified in each chapter) on Kitselas land and all housing services provided by Kitselas First Nation. Implementation of policies will set guidelines for an efficient and effective housing delivery system and provide consistency, continuity, equitableness, accountability and responsibility in all housing practices and decisions.

1. Consistency
 - A. Provide a base reference for staff and Chief and Council to follow when making all decisions; and
 - B. Eliminate the possibility of individual preferences or factors not included in the Housing Policy affecting decision-making.
2. Continuity
 - A. Decisions will be made on the same basis year after year unless a policy is amended; and
 - B. The community and staff will become familiar with the policies and know what to expect on housing issues.
3. Fairness
 - A. Decisions will be made on an equal basis, as opposed to individual interests.
4. Accountability
 - A. Community members will have access to policies; and
 - B. Roles and responsibilities are outlined so all parties can be held accountable.
 - C. Tenant is responsible and accountable for the home/unit they are in, also the surrounding area
5. Responsibility
 - A. Each party understands their roles and responsibilities; and
 - B. The system is set up to ensure responsibility is allocated for each issue.

Reporting Structure

The Housing Department staff will report to the Administrator. The Administrator will report to the Band Council.

1.5 SCOPE OF HOUSING POLICIES

Clients and homeowners are subject to the application of any policy as it applies to the particular circumstances or category of the house. Each chapter of the Housing Policy deals with a different aspect of housing or a specific housing program. Each policy has a name, which acts as a short description. The Housing Policy currently covers management and services for the following:

Categories

1. Section 95 Rental/Rent-to-Own

- A. Houses with mortgages currently under the CMHC Section 95 subsidized housing program.
- B. Rent-to-own are subsidized housing units that have a special agreement with the Band, which gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.

2. Section 9/10 Privately Owned

- A. Houses with mortgages currently under the CMHC Section 9/10 housing program.

3. Band-owned Rental

- A. Houses that are owned and rented by the Band.

4. Privately Mortgaged

- A. Houses with mortgages held by the homeowner and secured with a Ministerial Guarantee. Refer to Chapter Three.

5. Privately-Owned

- A. Houses that have been built and paid for by the home owner; or
- B. Section 95 subsidized house with paid out mortgages where the Client has no arrears or debts to the Band and purchases the house from the Band;
- C. Houses that have been purchased from the original owner or the Band; or
- D. Older AANDC (INAC) homes that are owned by the residents. Refer to Chapter Three.

6. Privately-Owned Rentals

- A. Housing units that are privately owned but are not occupied by the owner.

Programs

- 1. RRAP, HASI (CMHC);**
- 2. Renovations (AANDC); and**
- 3. Housing subsidy program (AANDC).**

1.6 ROLES AND RESPONSIBILITIES

1. CHIEF AND COUNCIL

- A. Approve housing related planning;
- B. Approve agreements, policies, by laws, and regulations;
- C. Oversee planning and community strategies and

2. ADMINISTRATION AND HOUSING MANAGEMENT Housing Manager

- A. To act as landlord of all Band-owned rentals;
- B. Employee of the Band;
- C. Reports to administrator;
- D. Housing education;
- E. Client relations;
- F. Implements policy/guidelines/agreements;
- G. Manages budgets;
- H. Administers programs;
- I. Acquires funding;
- J. Manages maintenance, contractors; related programs and
- K. Reports.

3. BAND ADMINISTRATOR

- A. Reports to Council;
- B. Ensure the Housing Dept. has a fully operational housing delivery system;
- C. Administers housing financial matters; and
- D. Supports Housing Manager.

4. CLIENTS/HOME OWNERS

- A. Adhere to the Kitselas Residential Tenancy Agreement rights and obligations;
- B. Report all queries, complaints and requests in writing to the Housing Dept.
- C. Pay rent on agreed-upon date;
- D. Follow appeals process;
- E. Maintain house in good condition, upkeep of Basic Home Maintenance;
- F. Responsible for damage and noise caused by anyone in the housing unit; and
- G. Educate themselves on the Housing Policy and any and all agreements that apply to them.

5. HOUSING COMMITTEE

- A. Create policy;
- B. Decide housing eligibility.

CHAPTER 2

Subsidized and Band-Owned Rental Housing

SECTION 95

Section 95 subsidized houses are managed under a contribution agreement between the band and CMHC. Section 95 houses are under the program as long as there is a mortgage on them.

All subsidized houses are managed under the same policies. All Clients are responsible to adhere to the Housing Policy.

The status of the house does not change until the mortgage is paid in full and the Client is in good standing with the Band.

Over the years the Band has utilized various methods to build homes in the community. These homes are identified as follows:

1. Section 95 Social Housing units are subsidized for the length of the mortgage and remain the property of the Band until such time the mortgage/arrears are paid in full. Section 95 Social Housing units are mortgaged through the Band and managed under the contribution agreement with CMHC and the lending institution. Section 95 Social Housing units can be Rental or Rent-to-Own, as agreed upon by the Band and the Tenant.
2. Band Rental Units: The Band requires that any client in a Subsidized Housing unit or Band-owned unit pays rent as per the policy.
3. The Band is responsible to act as the landlord and the client is responsible to act as Tenant. This relationship is essential to the well-being of the housing unit and the community in general.

2.1 RENTAL HOUSING APPLICATION

Fully completed applications are required when seeking a Kitselas rental housing unit. Individuals must fill out a **Rental Housing Application** once a year. Available units will be posted in the community if there are no up-dated applications on file, (i.e. through newsletters, website and Band postings).

NOTE: it is the applicant's responsibility to re-apply should he/she want a unit in order to indicate if his/her circumstances have changed.

2.2 ELIGIBILITY

Eligibility for a subsidized on reserve housing is governed by the following set of guidelines:

1. The primary applicant is a registered member of the Kitselas Band;
2. Application form is correctly completed;
3. The applicant has no outstanding debt to the Band;
4. The applicant provides income verification.

2.3 CLIENT SELECTION

The Kitselas First Nation delegates the client selection to the Housing Committee; The Housing Committee will be governed by the Band’s Conflict of Interest guidelines. The selection process will be systematic and fully transparent.

New home-owner selection will be based on criteria for eligibility being met. The eligibility will be on the applicants’ merit. There will only be a waiting list if there are too many people eligible and ready with a down payment and land. At that time the Housing Manager will make the selection on a first come first serve basis—whoever has their application, land, financing, credit rating, income verification and down payment ready first will be served first.

Client selection is governed by the following criteria:

1. The application is accepted based on eligibility criteria;
2. Needs;
3. Source and level of income and stability;
4. Number of times the prospective Client has applied;
5. References - Two past residential references and one personal reference; and
6. Size of household must be compatible with size of unit.
7. No monies are owing to the Band.

2.4 CONSTRUCTION

All Band Rental units will be constructed under the management of the Band Housing Department. All Band Rental housing construction will be approved by the Band Council and will follow all the Band construction procedures. Any Band Rental units built after this policy is in effect, wood stoves must be included into the planning of the house.

All subsidized housing units will meet the criteria established by CMHC and will meet the funding requirements through AANDC Capital Fund. The Housing Department will work to develop the housing package.

2.5 RESIDENTIAL TENANCY AGREEMENT

The **Residential Tenancy Agreement** constitutes a contract between the Client and the Kitselas Band. All residents of the subsidized housing program are required to sign a Residential Tenancy Agreement prior to occupancy. A new agreement must also be signed each anniversary (every year) of the original date of occupancy.

In signing the Residential Tenancy Agreement, the resident has agreed to be responsible for any damage occurring in the unit due to accident or negligence, to maintain the unit in a clean and orderly condition and to care for the property. In signing the Residential Tenancy Agreement, the

Band has agreed to provide and maintain the housing unit in a reasonable state of repair, suitable for occupation by a Client.

The rental agreement has been developed to protect the rental unit, the tenant and the Kitselas Band. The rental agreement sets out the tenant's obligations and the obligations of the Kitselas Band.

2.6 RENTAL RATES

Rental rates will be set subject to government subsidized operating agreements for Section 95 and Band-Owned rental units are subject to rental rates set by CMHC operating agreements.

When the rent rates or rental regime change the adjustments will be set by the Housing Department each new fiscal year as of March 31. Tenants will be given 3 months written notice of any changes regarding rent increases.

2.7 RENT INCREASE

*Section 95 housing units/Band-owned Rentals

Once a year, the Band may increase the rent for the existing Client. The Band will give the Client three (3) months' notice, in writing, of a rent increase.

2.8 INSPECTIONS

Each subsidized housing unit shall comply with the Housing Policy and will be subject to regular and emergency inspections.

Health and safety issues related to housekeeping will be regularly monitored to assure a high standard of sanitation.

Building maintenance and repairs will be assessed to ensure repairs are done on a timely manner. The Client (or designate) and Housing Manager must inspect the unit together (unless circumstances do not allow that, such as when there is an emergency inspection).

Any unit left vacant for an extended period of time shall be inspected at least twice monthly. Any necessary repairs and/or replacements shall be completed prior to occupancy. (See 2.11 Housing Departments Entry in Rental Unit - # 5.)

Regular inspections refer to Move in Move out and random inspections.

Annual inspections refer to those inspections done by the Housing Department staff or inspector, contracted by the Kitselas Band.

Emergency inspections refer to health and safety inspections, natural disaster related inspections.

2.9 SERVICES

The Client is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable or other utilities that may apply). The Band will provide the following services to the Client:

1. Garbage pickup;
2. Recycling (if applicable);
3. Water and sewage
4. Fire Protection
5. House Insurance (if applicable)

Services set are payable by the Client as stated in this Policy

Note: The Client is responsible for the Basic Home Maintenance of the unit.

2.10 LOCKS

The Housing Department must not change locks or other means of access to the housing unit unless the Client is provided with new keys or other means of access to the housing unit. The Client must not change locks or other means of access unless the Housing Department is provided with a key.

A cost plus an administration fee will be charged for the replacement of lost or misplaced keys. If the tenant wants locks changed a **Repairs/Maintenance Request Form** must be submitted to the Housing Department. If tenant fails to do so and changes locks, any damage costs incurred is the sole responsibility of the tenant.

2.11 HOUSING DEPARTMENTS ENTRY INTO RENTAL UNIT

For the duration of the Residential Tenancy Agreement the Client has the exclusive use of the housing unit. The Housing Department or Band representative may enter the unit only if one of the following applies:

1. The Housing Manager must provide Written Notice to the Tenant at least 24 hours before the proposed entry, which states:
 - A. The purpose for entering, which must be reasonable, and
 - B. The date and time of entry this must be between 8:30 am and 4:30 pm unless the Client agrees otherwise.
2. The entry is necessary to protect life or property;
3. The Tenant gives the Housing Department permission;
4. The Housing Manager must be given written notice (2 weeks) in advance of a vacation as stated in 2.22 Abandoned Houses;
5. The Tenant has abandoned the housing unit. A housing unit is considered abandoned if left unoccupied for two (2) consecutive weeks in winter; three (3)

consecutive weeks in summer. And the Housing Department has not received written notification of a vacation or an extended time away from the home.

The Housing Department may enter the unit

1. To inspect in accordance with Chapter 2, 2.8 Inspections
2. In cases of emergency, where the tenant is not in the unit, the housing department representative entering the rental unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee or Band administration, emergency responder; police, fire, paramedic).
3. Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

If the Housing Manager enters the unit otherwise than those stated, the Client may submit a **Housing Grievance Notification** to the Administrator.

2.12 DAMAGE/VANDALISM

Negligence or misuse of the unit and lot by the tenant(s) and/or their family/guests/pets, resulting in damage that requires repairs, will result in action by the housing department as noted below.

All instances of damages will be recorded in the tenant's file and remain on record indefinitely; this may result in an eviction.

In the event of a break-in, the housing department will only make repairs after a police report has been filed and a copy has been submitted to the housing department.

2.13 PAYMENT OF RENT

It is mandatory that if a band member works for the band in any capacity, rent and/or arrears must be deducted by payroll.

The Tenants must pay rent on time. Rent is due on the first of every month. If the rent is unpaid the Band will issue a first notice to pay, which will take effect after five (5) days. There are no exceptions.

As mandate, the housing manager collects the rental payments.

Rent is payable in advance. This means the Tenant pays a set amount of rent before the day they move into the premises and payments for the following months are due on the first day of the month, not the last.

The housing department stresses that it is imperative for the tenant to pay rent promptly on the first (1st) of the month.

2.14 NON-PAYMENT OF RENT

Band does not allow non-payment of rent for any reason. If a Tenant does not make a rent payment, the Housing Department will implement a rent collection regime (if the Tenant has not already filled out an agreement to reschedule the rent payment).

1. RENT COLLECTION REGIME

If the Tenant fails to pay the rent on the date it is due, the Tenant shall be in arrears and will receive:

- a. A telephone call as a first reminder that the rent is overdue;
- b. On the 5th day after the rent was due and payable, a written notice from the Band as a second reminder that the rent is overdue;
- c. On the 15th day after the rent was due and payable the Band may give a Notice of Default attached hereto as Appendix "B" and if the Tenant still fails to pay the arrears the tenancy agreement will be terminated.

The failure on the part of the Band to provide notice of rental arrears will not be a bar to exercising its right to terminate the tenancy agreement.

2.15 RE-SCHEDULE RENT PAYMENTS

If a Tenant knows he/she will have to delay a rental payment he/she must make an agreement with the Housing Department BEFORE rent is due and fill out a **Notice to Reschedule Rent**

2.16 HISTORICAL RENTAL ARREARS REPAYMENT

Rent arrears result from a Tenant failing to make their rental payment by the due date. Current arrears will be dealt with under the **Non Payment of Rent** section (2.14) of this policy.

Historical arrears (arrears that have accumulated by previous tenants before the policy was implemented) must be recovered by the Band and will be collected through an **Arrears Recovery Agreement**

2.17 END OF TENANCY

- A. The Tenant may end tenancy by giving the Band at least one month's written notice. The notice must be in writing and include the address of the housing unit and the date the tenancy is to end. Tenant will be responsible for any and all costs associated with move out. (ei. moving costs, additional months' rent, cleaning and other costs that may occur)

- B. The Band may issue a Notice of Default, which is thirty (30) days written notice to the Tenant, that the Band will terminate the Agreement; the Tenant shall vacate the House, (“Notice of Default”) for any of the reasons set out below. The Band may, at any time, give the Tenant an **End of Tenancy Notification**, in accordance with this Housing Policy, if there has been a breach of the Residential Tenancy Agreement in relation to the following:
1. Failure to pay rent on due date and non-compliance with arrears payment arrangements;
 2. Illegal activities;
 3. Excessive disruptive behavior occurs after first written warning;
 4. Refusal to resolve disputes;
 5. Damage not covered by the damage deposit (see following websites for more information)
<http://www.tenants.bc.ca/ckfinder/userfiles/files/Chapter%208%20Evictions.pdf>
http://www2.stats.govt.nz/domino/external/web/prod_serv.nsf/0/5fc1e29f9dda2bc0cc256dd5006e47d3?OpenDocument
 6. Unsanitary conditions;
 7. Uncontrolled pets;
 8. Excessive accumulation of garbage;
 9. Too many people living in the house as defined by the National Occupancy Standard;
 10. Repeated late payments; or
 11. The Tenant has assigned or sublet the premises without the Band’s consent.
- C. Without limiting the foregoing, any willful damage or abuse of the House or Premises caused by anyone, including the Tenant, who was in the House or on the Premises with the consent, express or implied, of the Tenant or other occupants, will result in:
1. an additional Deposit to be paid immediately for the cost of the repair of any damages;
 2. a Notice of Default being issued; or
 3. Both.
- D. Notwithstanding the foregoing, the Band may immediately terminate the Tenancy Agreement should any willful damage or abuse of the House or Premises caused by anyone, including the Tenant, who was in the House or on the Premises with the consent, express or implied, of the Tenant or other occupants, be of such extent to necessitate termination, such determination is at the sole discretion of the Band.
- E. Thirty (30) days after the receipt of the Notice of Default the occupation by the Tenant ceases. The Band or its representative may re-enter the House or any part of it thereafter; and shall have possession and enjoy it as if this Agreement had not been made. Termination of this Agreement does not, in any manner whatsoever, absolve the Tenant from the obligation to pay the Band (any past due amounts still owing to the Band) as of the termination date and/or amounts due as a result of the Tenant breaching the original Tenancy Agreement.

F. Any costs incurred by the Band, including but not limited to legal, accounting, bailiff, cleaning and administrative costs arising from the breach of this Agreement shall be the responsibility of the Tenant.

G. If there is more than one Tenant, the obligations hereunder shall be joint and several.

2.18 INSURANCE

All houses under Section 95 subsidized housing programs must be covered by fire insurance (as a requirement of the Operating Agreement). Band-owned rental homes shall have basic fire insurance paid for by the Band and as part of the Housing Policy. The Tenant is responsible for buying his/her own contents insurance.

A. Should any insurance claim be a result of the willful damage caused by the Tenant or invitee of the Tenant, the Tenant shall be responsible for paying 100% of the deductible charged by the insurance company or, if the insurance company declines coverage, 100% of the costs of repairs or rebuilding.

B. Should any insurance claim be the result of accidental damage, as reasonably deemed by the Kitselas Band Council Administrator, caused by uncommon occurrences such as a fallen tree or wind damage, the Band shall be responsible for paying 100% of the deductible charged by the insurance company.

C. The Tenant will not do or fail to do anything which may render the insurance policy void or voidable.

2.19 MAINTENANCE/YARD UP KEEP RENTAL UNITS

The Band must provide and maintain the housing unit in a reasonable state of repair, suitable for occupancy by a Tenant.

The Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the housing unit. The Tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the Tenant, family guests and pets on the housing unit. The Tenant is not responsible for reasonable wear and tear to the housing unit.

Section 95 subsidized houses are maintained through a maintenance program and funded by the housing program budget. There is a high demand on maintenance funds, therefore maintenance requests will be dealt with according to the greatest need. The maintenance program will work with the Tenant to ensure the housing unit is kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.

The Tenant is responsible for the general upkeep and maintenance of the house and minor repairs and replacements. The Band is responsible for all normal wear and tear on the house and major repairs and replacements.

General upkeep is generally defined as follows:

TENANT RESPONSIBILITY

1. House cleaning
2. Vacuuming
3. Window cleaning
4. Monitoring and wiping up moisture
5. Ensure Indoor Air Quality is maintained (Vents kept clear)
6. Proper Window coverings
7. Cleaning appliances (and under appliances)
8. Test smoke detector to ensure it's working
9. Garbage removal (interior and exterior)
10. Yard clean up and weeding (old vehicle removal)
11. Proper disposal of hazardous/flammable materials (oil, gas, anti-freeze))
12. Snow removal.
13. Chimney Cleaning
14. Cleaning gutters and drains

Minor repairs and replacements are generally defined as follows:

1. Supplying and changing faucet washers (if unable to do so, please contact the Housing Department)
2. Supplying and repairing loose screws on such things as cupboards and towel racks
3. Sinks or toilet maintenance
4. Replacing light bulbs

Normal wear and tear is generally defined as follows:

BAND'S RESPONSIBILITY

1. Repainting interior and exterior
2. Checking and replacing batteries in the smoke detector
3. Duct Cleaning
4. Fire Protection

Major repairs and replacements are generally defined as follows:

1. Roof repairs
2. Plumbing leaks, backups, water line repairs and septic tank maintenance.
3. Plumbing issues (if caused by Tenant negligence, Tenant will be billed for the repairs)
4. Hot water tank maintenance and replacement
5. Electrical work
6. Electrical fixture replacement
7. Replacing broken windows due to normal wear and tear (as long as they have not been damaged by the Tenant)

8. Repairing public driveways (snow-plowing, grading and etc.)
9. Repairs to floors, doors and cupboards as needed. (as long as they have not been damaged by the Tenant)

2.20 RENOVATIONS

Section 95 subsidized housing units shall be renovated under the Replacement Reserve section of the CMHC program, depending on available funds and Replacement Reserve criteria of the Program. All other Band rental housing units are eligible for AANDC and CMHC renovation funding, upon availability.

The Band, not the Tenant, is responsible for applying for and conducting renovations. The funders are solely responsible for accepting renovation applications and approving work to be completed regardless of what was applied for. The practices and policies in the Renovation Section generally apply to Band rentals although the eligibility and selection is the Band's prerogative.

2.21 ABANDONED HOUSES

All Tenants of rental housing units are required to inform the Housing Department of any lengthy absences from the housing unit. Tenants or occupants who must leave the community for an indefinite period of time due to employment, school or for medical reasons must make written arrangements with the Housing Manager for rental payments and to ensure the housing unit is safe and maintained.

A housing unit is considered abandoned if left unoccupied for two (2) consecutive weeks in winter; three (3) consecutive weeks in summer.

Any unit that is left abandoned without rent payment arrangements will be reclaimed by the Band and rented out to the next qualified applicant.

The Eviction process will be followed if the housing unit is deemed to be abandoned as defined by this policy.

The Band will take possession of the contents of the housing unit, and dispose of them at the cost of the Tenant.

2.22 OWNERSHIP RETENTION

Section 95 subsidized housing units belong to the Band for as long as the subsidy program is in place. When the mortgage is paid in full, the subsidy is removed and the Band is under no CMHC program restrictions. It is the Band prerogative to retain the ownership of the housing unit for the rest of its life span or to transfer ownership to the Tenant. If all amounts are paid, there are no arrears owing and/or no receivables to the Band.

In any case, the Kitselas Band remains the rightful owner of the housing unit until a **Certificate of Allocation** has been signed by the Band and the future owner.

CHAPTER THREE

Privately Owned Housing Units
And
On Reserve Loan Insurance with
Ministerial Loan Guarantee (formerly known as Section 9/10)

There are several types of housing units covered in this section of the policy, all under the general heading of privately owned homes. The particular categories of these housing units are as follows:

1. On Reserve Loan Insurance with Ministerial Loan Guarantee (formerly known as Section 10). A Ministerial Loan Guarantee (MLG) is a guarantee provided by the Minister of AANDC to a lender to guarantee the repayment of a housing loan made to a Band borrower. To qualify for a CMHC insured loan secured by an MLG, the borrower must have a minimum down payment of 5 per cent of the lending value of the home. The borrower must meet CMHC credit standards in order to get a loan. No CMHC loan insurance premiums are payable for loans secured by an MLG.
2. Privately mortgaged housing units, where the Band receives a Ministerial Loan Guarantee from AANDC on behalf of the Band member borrower and a mortgage from a lending institution other than a CMHC-insured loan.
3. All homes that have been previously built and financed by the homeowner or have been historically considered owned by the present owner.

The Band and homeowner have a sliding scale of responsibility in each of the preceding categories. The Housing Department has some requirements from these homeowners and can deliver some services to these units; however, most of the responsibility for the housing units lies with the homeowners.

3.1 HOME OWNERSHIP

A housing unit that is not financially dependent on the Band is considered a privately-owned home. Although the mortgage may require a Ministerial Guarantee the homeowner is fully responsible for all the financial arrangements for the unit. However, homeowners must follow band policy when building or purchasing a home or when requiring services for applying for government funding that flows through the Band.

Criteria for privately owned homes:

1. Only Band members may own homes on Kitselas land
2. Home ownership does not mean land ownership;
3. Land ownership falls under the Kitselas Reserve Land Management Act;
4. All land regulations must be followed (as determined by the Kitselas Land Department) and the documentation completed prior to an application for home ownership; and

3.2 APPLICATION TO BUILD

Individuals must fill out an application form to build a privately-owned home. The **Application to Build** begins the process whereby the prospective new homeowner and Housing Department ensure that the entire Kitselas Band's required processes are followed.

3.3 LAND

No one may own land that is part of the Kitselas Band, except: Certificate of Allocation – An individual owns land where there is a Certificate of Allocation issued and registered by the Kitselas Lands department.

Land on Kitselas Reserves may be designated; this does not mean that you own the land which was designated to you.

3.4 CONSTRUCTION

Private homeowners may contract their own certified construction contractor or may use the Housing Department to take care of the contracting process, in which case the Housing Department will charge a management fee. All construction must follow the same set of rules, which include:

1. Must have housing plans and all contracts approved by Housing Department;
2. Must have serviced Lot
3. Must follow Band Approved construction practices
4. Must follow BC building code²;
5. Must be inspected at specified intervals by a qualified building inspector;
6. Must have workers covered by Work Safe BC³; and
7. All construction sites must be covered by construction insurance
<http://www.boabc.org/>
<http://www.worksafebc.com/>

3.5 INSPECTIONS

Private home construction must use an approved building inspector and file inspection reports to the Housing Department.

3.6 BUILDING CODES

All new construction must follow the current BC Building codes and any additions that may be made by the Kitselas Band.

3.7 FINANCING

Private homeowners must follow Band financial practices (as required by the Kitselas Financial Administration Law) in addition to practices required by their financial institution.

3.8 LOAN DEFAULT

As guarantor of the loan, the Band must make payments should a private homeowner default. If the homeowner is in arrears of the loan payment as determined by the Band and the financial institution, the mortgage holder is in default, and the house may be repossessed (tenant MUST vacate premises should this arise).

3.9 SUBSIDY FUNDS

Housing subsidy funds are allocated to the Band, not the homeowner. The subsidy will be granted to the individual new home owner only if they have fulfilled all the Band requirements and agreed to follow inspection and financial policies and procedures, and at the Band's discretion. The housing subsidy does not intend to cover the total cost of new or renovation construction.

Financial contributions by the homeowner are often required. Homeowners are responsible for any over-costs that may occur.

3.10 PRIVATELY OWNED RENTAL HOMES

A housing unit belonging to an individual will be subject to policies that apply to "all housing units" only; otherwise the owner is fully responsible for the unit.

3.11 IN CASE OF DEATH

The Minister has jurisdiction under the Indian Act over the distribution of a deceased Indian's estate, whether there is a will or not

3.12 MAINTENANCE AND YARD UPKEEP

It is the Kitselas First Nation specification that the Homeowners are responsible for maintaining their own privately-owned housing units. The yards and driveways shall be maintained in an acceptable manner based on the standard set by the neighborhood.

Issues such as pests, animals and garbage are matters of public health and safety and will be followed according to the Band's By-Law.

3.13 INSURANCE

It is the homeowners' responsibility to have fire insurance for their home, surrounding buildings and contents insurance.

3.17 PETS

Must follow Kitselas Band Bylaws

3.18 NOISE

Must follow Kitselas Band Bylaws, Laws, and other policies

CHAPTER FOUR

RENOVATIONS and ADDITIONS

(For Privately Owned homes)

The Housing Department has access to apply for AANDC renovations and CMHC renovations.

The Housing Department is required to follow the practices and policies of both of these government agencies, it is also required to have Band policy to govern the internal administration and management, of these government renovation programs.

While for the most part the policies pertain to renovations, where an addition is sought, the same policies apply.

Condition: Renovations to Band-owned rentals are the responsibility of the Housing Department. Eligibility will be assessed by the Housing Department and is not subject to this policy.

4.1 APPLICATION

Homeowners must fill out an **Application to Renovate** form and keep their application up to date.

4.2 ELIGIBILITY

Additions and basements are eligible in some cases. A housing unit must be ten (10) years or older to be eligible for renovation programs.

A formal inspection by an approved building inspector must identify how the renovation will extend the life of the house by fifteen (15) years.

Renovation grants often do not cover the full cost, therefore additional funding will be needed by the homeowner.

4.3 SELECTION

Eligibility for renovations is not automatic. The homeowner and the project must meet the program criteria under AANDC and CMHC.

4.4 INSPECTIONS

Renovations shall be conducted based on an inspection report from a qualified building inspector outlining the scope of work and budget.

4.5 FUNDING/FINANCING

Sufficient funds to fully complete the renovation must be arranged before any construction is started.

Applying for renovation funding is the responsibility of the Housing Department. Subsidies are available from AANDC and CMHC. The Housing Department will follow the government agencies regulations and get Band Council approval.

Any additional funds needed to complete the project are the responsibility of the homeowner and must be guaranteed, paid up front, before the renovation project begins and must be paid up front.

4.6 BUILDING CODE/ RENOVATIONS

APPLIES TO RENOVATION CONSTRUCTION

Refer to: www.worksafe.com
www.boabc.org

1. Any new construction and/or renovation in Kitselas land must follow BC building code and Kitselas policies, by-laws and codes.
2. **Wood Stoves**
 - A. If it is desired to install a new wood stove in an existing house, the band is not opposed; providing the installation meets all standards required.
 - B. The Band is not responsible for any financing for the material, labour, or any other cost that maybe incurred by the installation of the wood stove or chimney.
 - C. The Band is not responsible for the necessary upkeep and maintenance of the wood stove and/or the chimney; or wood supply to anyone under any circumstances.

The Band will assist in this process by combining additions for such installations of wood stove and/or chimney to the mortgage for the repayment. Due to the increase costs for the installation that is then added to the mortgage, the rent will increase. It is a requirement that home owners must be in good financial standing with the rent/arrears for a period of not less than twenty-four (24) months. . There will subsequently mean there are no arrears at all.

CHAPTER FIVE

General Policies

5.1 SANITATION

Garbage service shall be provided to all Band residents that are on a Band Maintenance Program. (Or as set out by the Band)

5.2 DISCRIMINATION

Except for the two provisions stated below, the guidelines outlined in the following Housing Policies will be applied without discrimination.

Provision 1

Band members will be given priority. Non-Band members will be considered if a unit is empty and there are no eligible Band members that require occupancy. If a non-member is occupying a house they will not be evicted if an eligible member applies for a unit.

Provision 2

The above prohibition against discrimination shall not apply to accommodation reserved for elders or handicapped people.

5.3 APPEALS

All Housing Tenants have the right to appeal any decision that is made by the Housing Department. Such appeals must follow the appeals procedure.

5.4 CONFIDENTIALITY

Refer to Kitselas confidentiality policy

5.5 ETHICS

The professional ethics that shall be adhered to are outlined in the National Housing Act 1938, Human Rights Act and the UN Declaration on the Rights of Indigenous People the Policy's as written by the elected officials of Kitselas First Nation as well as the Kitselas First Nation Financial, Administration, Law, 2012

5.6 RECORD KEEPING

The Housing Department shall keep accurate written records of all transactions and housing information. Personal Tenant records must be kept in a locked area to comply with the Band's privacy requirements. The housing Tenant is also obliged to keep his/her own housing records.

5.7 POLICY AMENDMENT

All items of the Housing Policy are subject to change as necessary. Proposals for amendments will come from the concerns of the community, Chief and Council, Administration, Tenants and the Housing Department.

The Housing Department will draft the changes and circulate the draft for implementation for Council approval, to the community and Housing Department to review. Feedback will be built into the final draft.

Council will ratify Policy amendments.

The final draft, including amendments, will be announced at a community meeting and the Housing Department will provide copies for the band members.

The existing Policy will continue to be implemented until any change is ratified unless Chief and Council determine otherwise.

APPENDIX “B”

Notice is hereby given by the Kitselas First Nation to _____ (the “Tenant”) that the Tenant is in default of his, her or their obligations to the Kitselas First Nation under the agreement entitled Tenancy Agreement (the “Agreement”) dated _____ and that, pursuant to section 45 of the Agreement and according to the section 2.14 of the Kitselas Housing Policy, if the default shall continue for fifteen (15) days after the date of the Notice of Default was delivered to the Tenant, the Tenant must forthwith vacate the House and Premises described as: Address _____, Terrace, BC.

Particulars of Default

This Notice dated and delivered or mailed to the Tenant on _____, 2____.

Authorized Representative of the
Kitselas First Nation:
