

TSAWOUT HOUSING POLICY MANUAL, 2018

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POLICY 1: INTRODUCTION

Section 1 Purpose

The purposes of this policy are to provide readers of this Manual with:

- key definitions that apply throughout this Manual;
- the goals and objectives of Tsawout with regard to implementing this Manual;
- a basic understanding of the operating costs for Tsawout in their delivery of housing programs;
- an overview of the various persons or entities that play a role in the delivery of housing programs to Tsawout members; and
- the process for approving any amendments to this Manual.

Section 2 Policy

Definitions

In this Manual, the following definitions apply:

“arrears” means a sum of money owed by a Tenant to Tsawout, consisting of:

- any unpaid rent owing under a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, and
- any unpaid amounts owing under an Arrears Repayment Agreement;

“Application for Renovation Funds or Repairs” means a Form J: Application for Renovation Funds or Repairs;

“Application for Social Housing” means a Form A: Application for Social Housing;

“Application for Social Housing - CP Holders” means a Form B: Application for Social Housing - CP Holders;

“arrears” means a sum of money that is owed by a member to Tsawout for overdue rental payments under either a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, or in relation to a tenancy agreement that was entered into prior to the date that this Manual comes into effect;

“Arrears Repayment Agreement” means a Form H: Arrears Repayment Agreement;

“Assignment of Tenancy Agreement w/Option to Purchase” means a Form P: Assignment of Tenancy Agreement w/Option to Purchase;

“CMHC” means the Canada Mortgage and Housing Corporation, a federal Crown corporation incorporated under the *Canada Mortgage and Housing Corporation Act*, R.S.C., 1985, c. C-7, that is accountable to Parliament through the Minister for Canada Mortgage and Housing Corporation and governed by a Board of Housing Managers;

“Council” means the Chief and Council of Tsawout and any successor elected government of Tsawout;

“debt” means any sum of money that is owed by a member to Tsawout through either lending or revenue receivable by Tsawout and that is more than one day overdue to be paid to Tsawout;

“encumbrance” means a legally recognized right to or interest in Tsawout Lands that is registered in the First Nation Land Register;

“First Nations Land Register” means the register maintained by INAC pursuant to section 25 of the *First Nations Land Management Act*;

“Housing Manager” means the person appointed by the Band Manager to act in the position of Housing Manager;

“Housing Committee” means the Housing Committee established by Council in accordance with Policy 4;

“INAC” means the federal Crown department responsible for meeting the Government of Canada’s obligations and commitments to First Nations, Inuit and Metis;

“Inspection Report” means a Form F: Inspection Report;

“Land Transfer Agreement” means a Form D: Land Transfer Agreement;

“Tenancy Agreement w/Option to Purchase” means a Form E: Tenancy Agreement w/Option to Purchase;

“Log Paper” means a Form O: Log Paper;

“member” means a person whose name appears, or is entitled to appear on the Tsawout band membership list;

“Notice of Deposit Retention” means a Form M: Notice of Deposit Retention;

“Notice of Eviction” means a Form I: Notice of Eviction;

“Notice of Rental Rate Increase” means a Form K: Notice of Rental Rate Increase;

“Notice to End Tenancy” means a Form L: Notice to End Tenancy;

“privately-owned home” means a house owned by an individual Tsawout member, as evidenced by the house being located on lands that are registered in the First Nations Land Register as being owned by that individual Tsawout member;

“renovation” means work done to restore a Rental Unit to good condition;

“rent” means money paid or agreed to be paid, or value or a right given or agreed to be given, by or on behalf of a Tenant to Tsawout in return for the right to reside in a Rental Unit, for the use of common areas and for services or facilities;

“Rental Unit” means a Rental Unit that is rented or intended to be rented to a Tenant either in accordance with a Tenancy Agreement or a Tenancy Agreement w/Option to Purchase;

“Statement of Account” means a Form N: Statement of Account;

“Tenant” means a person who is named as a Tenant in a Tenancy Agreement or Tenancy Agreement w/Option to Purchase

“Tenancy Agreement” means a Form C: Tenancy Agreement;

“Tsawout” means Tsawout, a band within the meaning of subsection 2(1) of the *Indian Act*, for whose use and benefit in common Tsawout Lands have been set apart by Canada;

“Rental Unit” means a house that is owned by Tsawout, as evidenced by the house being located on lands that are registered in the First Nations Land Register as being owned by Tsawout;

“Written Warning” means a means a Form G: Written Warning.

Goals and Objectives of This Manual

The goals and objectives of Tsawout in implementing this Manual are to:

- maximize access to affordable and suitable housing options to Tsawout members;
- balance the Housing Manager budget and reduce the current total rent arrears, which as of July 2018 has accumulated to approximately \$XXXX dollars;

- establish and implement equitable and transparent processes with regard to the allocation and management of Rental Units;
- maintain Rental Units in a safe and habitable manner for use by current and future generations;
- provide the Housing Manager with the tools to respond efficiently, effectively fairly and consistently to Tenant concerns;
- support members living in Rental Units to stay in their homes, through the use of eviction prevention measures;
- provide members who are evicted from Rental Units with meaningful referrals to appropriate off-reserve and emergency support services; and
- establish and implement equitable and transparent processes with regard to funding that is offered by INAC and CMHC for renovations to houses on-reserve.

Operating Costs for Management of Rental Units

The operating costs Tsawout incurs for managing Rental Units include:

- costs of maintenance and repairs to Rental Units;
- costs of providing the following utilities and services to Rental Units: water, sewer, removal of garbage, kitchen waste and recycling, road maintenance, and fire protection;
- general liability and fire insurance costs;
- costs associated with the Housing Manager's implementation of this Manual; and
- the cost of Tsawout complying with its commitments to CMHC and INAC with regard to Rental Units built under the Section 95 Program.

Role of Council

With regard to the management of Rental Units, it is the responsibility of Council to:

- approve laws, by-laws and policies in relation to the management of Rental Units and new housing developments on Tsawout lands and direct the Band Manager to ensure such matters are implemented;
- approve all standard form documents used in the management of Rental Units;

- approve terms of reference for the Housing Committee and appoint or remove members to or from the Housing Committee;
- in accordance with the *Tsawout First Nation Amended and Restated Financial Administration Law, 2012* and Tsawout policies, approve Ministerial Loan Guarantees and General Security Agreements to assist members in obtaining funds to build a privately-owned home;
- in accordance with the *Tsawout First Nation Land Code Consolidated Version*, dated June 25, 2013 and Tsawout policies:
 - approve land instruments that transfer a Permanent Interest in Tsawout First Nation reserve lands from an individual member to Tsawout;
 - approve and execute a Tenancy Agreement w/Option to Purchase, and
 - once a member's obligations under a Tenancy Agreement w/Option to Purchase have been fulfilled, by Order, grant a Permanent Interest to that member; and
- manage, supervise, control and direct all matters relating to Tsawout' financial affairs, which includes to review and approve the Housing Department budget.

Role of Band Manager

It is the responsibility of the Band Manager to:

- make recommendations to Council on laws, by-laws and policies related to housing on-reserve, and where directed to do so by Council, implement those laws, by-laws and policies;
- appoint, remove and supervise the Housing Manager;
- report to Council on matters related to housing on-reserve; and
- ensure the Housing Manager acts in accordance with this Manual at all times.

Role of Housing Manager

It is the responsibility of the Housing Manager to:

- oversee the day-to-day operations of the Housing Department;
- maintain all records relating to Rental Units;

- make recommendations to Council regarding the appointment and removal of members to and from the Housing Committee, and provide oversight of the Housing Committee;
- provide information to members on the availability of Rental Units, access to the Section 95 Program and access to funding offered by INAC and CMHC for renovations and repairs;
- on behalf of Council, execute Tenancy Agreements;
- monitor and enforce Tenancy Agreements and Tenancy Agreement w/Option to Purchases on behalf of Tsawout;
- prepare and manage the budget for the Housing Department;
- work with CMHC and INAC to obtain financing for the construction of new Rental Units, and for repairs to Rental Units;
- report to the Band Manager on matters related to Rental Units; and
- make recommendations to the Band Manager on laws, by-laws and policies related to housing on-reserve.

Role of the Housing Committee

It is the responsibility of the Housing Committee to make decisions with regard to the allocation of Rental Units, in accordance with the rules and procedures set out in this Manual.

Role of Tsawout Finance Department

It is the responsibility of the Tsawout Finance Department to assist Council in their implementation of the *Tsawout First Nation Amended and Restated Financial Administration Law, 2012* and Tsawout Finance Policies, which includes:

- working with Council to ensure adequate Finance Policies are in place to ensure the financial security of Tsawout First Nation, including policies related to Ministerial Loan Guarantees; and
- monitoring and keep the Housing Manager and Council apprised of the current state of any arrears or debt owed by members to Tsawout.

Role of Tsawout Lands Department

It is the responsibility of the Tsawout Lands Department to assist Council in their implementation of the *Tsawout First Nation Land Code Consolidated Version*, dated June 25, 2013 and Tsawout Lands Policies, which includes:

- working with Council to ensure adequate Lands Policies are in place to ensure the responsible management of Tsawout Lands; and
- advising Council on matters pertaining to the grant of a Permanent Interest in Tsawout Lands and the transfer of a Permanent Interest in Tsawout Lands to Tsawout for the purposes of a member participating in the Section 95 Program.

Roles of CMHC and INAC

It is the responsibility of CMHC and INAC to:

- make decisions with regard to the availability of public funds for distribution to Tsawout for use in the construction, repair or renovation of Rental Units;
- set the criteria Tsawout must meet in order to access public funds for the construction, repair or renovation of Rental Units; and
- enter into agreements with Tsawout and monitor Tsawout's compliance with agreements for the allocation of public funds for the construction, repair or renovation of Rental Units.

Role of Members

It is the responsibility of members to:

- ensure the Housing Manager has up to date information regarding any Application for Social Housing, Application for Social Housing - CP Holders, or Application for Renovation Funds or Repairs;
- before signing a Land Transfer Agreement, Tenancy Agreement or Tenancy Agreement w/Option to Purchase, ensure they fully understand their rights and obligations under those agreements and the legal effect of those agreements on their individual rights and interests; and
- comply with the terms of any Tenancy Agreement or Tenancy Agreement w/Option to purchase to which they are a party.

Band Manager Authority to Approve Amendments to Procedures

The Band Manager may approve amendments to the “Procedure” sections in this Manual.

Council Has Exclusive Authority to Approve Changes to Policy and Forms

Council has exclusive authority to approve amendments to the “Policy” sections and the “Forms” in this Manual.

Section 3 Procedures

How to Find General Information

Find specific topics using the table of contents for this Manual.

POLICY 2: TENANT RECORD MANAGEMENT

Section 1 Purpose

The purpose of this policy is to:

- ensure that Tenant Files are created, used, disposed of and preserved in a systematic manner, compliant with relevant legislation;
- ensure that access is provided to Tenant Files in compliance with the *Personal Information Protection Act*, SBC 2003, C.63; and
- define the authorities, responsibilities, and accountabilities for records management as it relates to Tenant files.

Section 2 Policy

Definitions

In this Policy:

"investigation" means an investigation related to

- a breach of an agreement,
- a contravention of an enactment of Canada or a province,
- a circumstance or conduct that may result in a remedy or relief being available under an enactment, under the common law or in equity, or
- the prevention of fraud,

if it is reasonable to believe that the breach, contravention, circumstance, conduct, fraud or improper trading practice in question may occur or may have occurred;

"personal information" means information about an identifiable individual and includes employee and member's personal information. This can mean any number of things such as a name, date of birth, phone number, address, height, weight, eye colour, social insurance number ("SIN"), driver's licence number, banking information, income, photograph, etc; and

"proceeding" means a civil, a criminal or an administrative proceeding that is related to the allegation of:

- a breach of an agreement,
- a contravention of a law of Canada or British Columbia, or
- a wrong or a breach of a duty for which a legal remedy is claimed.

Role of the Housing Manager

In relation to the management of Tenant Files, it is the responsibility of the Housing Manager to:

- ensure all Tenant Files contain the documents required under this policy;
- ensure all Tenant Files are stored, retained and destroyed in accordance with this policy;
- review Tenant Files for the purpose of enforcing Tenancy Agreements and Tenancy Agreement w/Option to Purchases; and
- respond to all requests for access, use and disclosure of personal information contained in Tenant Files, in accordance with this policy.

Tenant File Required

The Housing Manager must create and maintain a confidential Tenant file, known as a Tenant File, for every Tenant.

Form of Tenant Files

Tenant Files may be maintained either in paper or electronic form. All Tenant Files must be in English.

Required Content in Tenant Files

Each Tenant File must contain the following documents:

- Log Paper for documenting access to that Tenant File and the placement or removal of documents from that Tenant File;
- a signed copy of the Tenant's Application for Social Housing;

- a signed copy of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- a Statement of Account for each month of the tenancy;
- signed copies of move in/out Inspection Reports and all Inspection Reports for interim, monitoring inspections conducted; and
- copies of all correspondence between Tsawout and the Tenant with regard to enforcement of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

Confidentiality of Tenant Files

All personal information contained in a Tenant File must be kept confidential.

Rights of Access to Personal Information in Tenant Files

The Housing Manager and Band Manager have a right to access a Tenant File for purposes directly related to the enforcement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

Upon written request, a Tenant has a right to access their Tenant File. However, such access must be supervised by the Housing Manager and the information in the Tenant File must be redacted by the Housing Manager to remove any information that:

- is protected by legal privilege;
- is collected by Tsawout for an investigation or legal proceeding, mediation, arbitration or dispute resolution process;
- would reveal the identity of a person who has made a complaint about the Tenant;
- would threaten someone's life or security;
- would reveal someone else's personal information; or
- would reveal the identity of someone who provided personal information about someone else.

Upon written request, the Housing Manager must also tell the Tenant how their personal information has been used and to whom it has been disclosed.

Use of Personal Information in Tenant File

A person must not use the personal information of an individual that is contained in a Tenant File without the written consent of the individual to whom the personal information relates, unless:

- the use is clearly in the interests of the individual and consent cannot be obtained in a timely way;
- the use is necessary for the medical treatment of the individual and the individual does not have the legal capacity to give consent;
- it is reasonable to expect that the use with the consent of the individual would compromise an investigation or proceeding and the use is reasonable for purposes related to an investigation or a proceeding;
- the use is required or authorized by law;
- the personal information is needed to facilitate the collection of a debt owed to Tsawout or the payment of a debt owed by Tsawout; or
- the use is necessary to respond to an emergency that threatens the life, health or security of an individual.

Disclosure of Personal Information in Tenant File

Tsawout must not disclose the personal information of an individual that is contained in a Tenant File without the written consent of the individual to whom the personal information relates, unless:

- the disclosure is clearly in the interests of the individual and consent cannot be obtained in a timely way;
- the disclosure is necessary for the medical treatment of the individual and the individual does not have the legal capacity to give consent;
- it is reasonable to expect that the disclosure with the consent of the individual would compromise an investigation or proceeding and the disclosure is reasonable for purposes related to an investigation or a proceeding;
- the disclosure is for the purpose of complying with a subpoena, warrant or order issued or made by a court, person or body with jurisdiction to compel the production of personal information;

- the disclosure is to a public body or a law enforcement agency in Canada, concerning an offence under the laws of Canada or a province, to assist in an investigation, or in the making of a decision to undertake an investigation,
 - to determine whether the offence has taken place, or
 - to prepare for the laying of a charge or the prosecution of the offence;
- there are reasonable grounds to believe that compelling circumstances exist that affect the health or safety of any individual and notice of disclosure is mailed to the last known address of the individual to whom the personal information relates;
- the disclosure is for the purpose of contacting next of kin or a friend of an injured, ill or deceased individual;
- the disclosure is to a lawyer who is representing Tsawout;
- the disclosure is to an archival institution if the collection of the personal information is reasonable for research or archival purposes; or
- the disclosure is required or authorized by law.

Requirement to Document Content of and Access to Tenant Files

Every time a person places or removes a document from a Tenant File, or accesses a Tenant File, that action must be documented in the Tenant File.

Duty to Inform Tenants of Documents Being Placed on Their Tenant File

No person must place information in a Tenant File unless a copy is provided to the Tenant.

Storage of Tenant Files

All Tenant Files must be stored securely in the Housing Manager's office, in a locked cabinet.

Retention of Tenant Files

All Tenant Files must be retained by Tsawout for seven years after Tsawout-Tenant relationship ends.

Destruction of Tenant Files

After the retention period set out in this policy has passed, the Housing Manager may destroy the contents of a Tenant File. Such destruction must be carried out in a secure and permanent manner.

Section 3 Procedures

Tenant Access to Tenant Files

A Tenant who wishes to access their Tenant File may do so by making a written request to the Housing Manager and setting an appointment to review their Tenant File with the Housing Manager.

Within fourteen (14) days after the Housing Manager receives a request from a Tenant to view their Tenant File, the Housing Manager must:

- review that Tenant File and make a copy of it;
- redact from the copy of that Tenant File all personal information relating to a person other than the Tenant and all correspondence between Tsawout and their lawyer;
- review the redacted copy of the Tenant File with that Tenant; and
- upon request from the Tenant, provide the Tenant with a copy of the redacted copy of the Tenant File.

Housing Manager and Band Manager Access to Tenant Files

The Housing Manager and the Band Manager may access a Tenant File, without notice to any person whose information is contained in the Tenant File, for purposes directly related to the enforcement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

Documentation of Access to Tenant Files

A person who accesses a Tenant File must document the following information within that Tenant File:

- the date of accessing the Tenant File and the name of the person(s) accessing the Tenant File;
- the reason for accessing the Tenant File (ex – to place a document in it, to remove a document from it, to review it for a reason related to the enforcement of the Tenant’s Tenancy Agreement, or to respond to a request to access, use or disclose information contained in the Tenant File); and
- any other information relating to the access to that Tenant File.

POLICY 3: HOUSING COMMITTEE

Section 1 Purpose

The purpose of this Policy is to set out the decision-making structure under which the Housing Committee operates.

Section 2 Policy

Housing Committee Composition

The Housing Committee must be composed of:

- at minimum, five voting Committee Members, all of whom must be members of Tsawout, including those members of Council who hold the “housing” portfolio and none of whom can be immediate family to one another (i.e. grandparent, parent, sibling, child or grandchild);
- the Housing Manager, who must be a non-voting Committee Member, unless there is an equal number of voting Committee Members, in which case the Housing Manager may vote to break a tie vote.

Role of Housing Manager

It is the responsibility of the Housing Manager to:

- act as the chairperson of the Housing Committee;
- report to the Band Manager on activities undertaken by the Housing Committee.

Committee Members Not to Receive Remuneration

A Committee Member is undertaking a public duty and is not entitled to receive remuneration for their participation in Housing Committee activities.

Eligibility to be a Committee Member

A person must be a member who is at least 18 years of age to be a Committee Member.

Authority to Appoint and Remove a Committee Member

Council has exclusive authority to appoint and remove a Committee Member.

Application of Financial Administration Law – Conflict of Interest

Committee Members must comply at all times with the rules and procedures set out in Schedule A of the *Tsawout First Nation Amended and Restated Financial Administration Law, 2012* entitled “Procedures for Avoiding and Mitigating Conflicts of Interest”.

Openness of Housing Committee Meetings

Due to the need to protect the privacy of members, Housing Committee meetings are held in private, meaning they are not open to the public, or to members, to attend.

Methods of Notice Delivery to Committee Members

All notifications and provision of minutes to Committee Members must be delivered:

- in person,
- by regular mail at the Committee Member’s last known address, or
- by email to an email address provided to the Housing Manager by the Committee Member for the purpose of receiving correspondence in relation to the Housing Committee business.

Storage of Housing Committee Meeting Minutes

The Housing Manager must store all Housing Committee meeting minutes in a secure area or computer system.

Section 3 Procedures

Appointment of Committee Members

At least one month before the date on which Council makes a decision on who to appoint to the Housing Committee, Council must invite members to express their interest in that position by:

- posting an invitation for expressions of interest on the Tsawout website, in a conspicuous spot at each Tsawout public building, and in conspicuous spots where it can be viewed from outdoors at the Tsawout Administration Building; and
- ensuring a copy of that invitation for expressions of interest is delivered to members residing on-reserve,

An expression of interest must include the following information:

- the objectives of the Housing Committee;
- the names of any current Committee Members and the last names of families that are not yet represented on the Housing Committee;
- that there is a vacant seat on the Housing Committee;
- the eligibility criteria to be a Committee Member;
- a statement inviting eligible persons to express to Council their interest in being a Committee Member and that preference will be given to persons who are from families that are not yet represented on the Housing Committee;
- information regarding the form and manner in which such expression of interest must be provided;
- the name of the person to whom the expression of interest must be directed, and
- the time, date and location of the Council meeting where Council will consider all expressions of interest and appoint a new Committee Member, along with an invitation for interested members to attend as silent observers.

In appointing a Committee Member, Council must consider:

- all expressions of interest received;
- the current composition of the Housing Committee;
- any specialized skills and experience of the applicants with regard to their knowledge of matters to which this Manual applies;
- the need for a fair representation on the Housing Committee of community interests and diversity, in particular with regard to family representation on the Housing Committee; and
- the need for the Housing Committee to be composed of persons with knowledge of how the Tsawout Housing Department operates.

Notice of Housing Committee Meetings

At least seven (7) days prior to a Housing Committee meeting, the Housing Manager must ensure a notice is prepared and delivered to each Committee Member setting out the date, time and place of the Housing Committee meeting, and attaching to it an agenda for that Housing Committee meeting that includes the following items:

- review and official acceptance of the minutes of the previous meeting as a true record;
- a report from each Committee Member on outstanding tasks assigned to them;
- unfinished business, including any oral or written submissions from members or others in relation to such unfinished business;
- new business, including any oral or written submissions from members or others in relation to such new business; and
- adjournment.

Quorum

Quorum for the Housing Committee meeting is at least 50% of those voting Committee Members appointed to the Housing Committee.

Voting / Decision Making

All Housing Committee decisions must be made by a majority of voting Committee Members who are present at a Housing Committee meeting.

Voting must be conducted by a show of hands, or verbally in the case of a Committee Member who is attending by electronic means.

Housing Committee Minutes

The Housing Manager must ensure minutes are taken at all Housing Committee meetings and those minutes must:

- provide a summary, not verbatim transcripts, of Housing Committee discussions;
- provide a summary, not verbatim transcripts, of any oral or written presentations to the Housing Committee from a member or other person, including that person's full legal name;

- reflect that the Housing Committee deliberated before making a decision, which might include documentation of a brief summary of the options considered, or pros and cons raised; and
- identify any motions made, and the outcome of any votes taken or consensus reached, by the Housing Committee but not identify how a vote is split in a majority decision, or how individual Committee Members vote, unless a Committee Member asks that their vote go on record in which case that person's vote must be documented.

Provision of Minutes to Committee Members

The Housing Manager must ensure that Housing Committee meeting minutes are delivered to each Committee Member no later than fourteen (14) days after the date on which a Housing Committee meeting is held.

POLICY 4: ALLOCATION OF RENTAL UNITS

Section 1 Purpose

The objectives of this policy are:

- to establish standardized criteria for eligibility and decision-making with regard to the allocation of Rental Units;
- to establish clear statements of responsibility over the allocation of Rental Units and the preparation and execution of Tenancy Agreements and Tenancy Agreements w/Option to Purchase;
- to establish a fair applications process to be consistently applied by the Housing Manager; and
- to ensure Tenants are provided with all relevant information pertaining to their responsibilities as Tenants under a Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

Section 2 Policy

Parties Involved in the Allocation of Rental Units

The parties involved in the allocation of Rental Units include:

- the Housing Manager; and
- sometimes, the Housing Committee.

Role of the Housing Manager

In relation to the allocation of Rental Units and beginning of a tenancy, it is the responsibility of the Housing Manager to:

- assess each Application for Social Housing for completeness;
- prepare and execute Tenancy Agreements and Tenancy Agreements w/Option to Purchase on behalf of Tsawout;
- prior to the date a new Tenant moves in, conduct inspections of vacant Rental Units and complete an Inspection Report with the new Tenant; and
- prior to the date a new Tenant moves in, create a Tenant File that contains:

- Log Paper;
- a signed Application for Social Housing, or Application for Participation in Section 95 Program, as applicable;
- a signed Tenancy Agreement, or Tenancy Agreement w/Option to Purchase, as applicable; and
- an Inspection Report signed by both the new Tenant and the Housing Manager.

Role of the Housing Committee

In relation to the allocation of Rental Units and beginning of a tenancy, it is the responsibility of the Housing Committee to review each Application for Social Housing and make final decisions on the allocation of Rental Units that will be rented under a Tenancy Agreement.

Eligibility to Obtain a Rental Unit under a Tenancy Agreement

A person who wishes to obtain a Rental Unit that is being offered for rent under a Tenancy Agreement must:

- either be a member who is at least 20 years of age, or be at least 20 years of age and be the main caregiver for a member (i.e. a child who is a member or an elder who is a member; a member with a disability, etc);
- either not owe arrears or debt to Tsawout, or have a current Arrears Repayment Agreement that was entered into at least six months before the date the tenancy commences, and be in good standing with regard to that Arrears Repayment Agreement; and
- provide the Housing Manager with evidence of their ability to pay the full rental payment, meaning their household income must be at least two times the rental payment.

Eligibility to Obtain a Rental Unit under a Tenancy Agreement w/Option to Purchase

A person who wishes to obtain a Rental Unit that is being offered for rent under a Tenancy Agreement w/Option to Purchase must:

- be a member who is at least 20 years of age;
- not owe arrears or debt to Tsawout; and

- provide the Housing Manager with evidence of their ability to pay the full rental payment, meaning their household income must be at least two times the rental payment.

Tenancy Agreement Required Unless Person has Certificate of Possession or Tenancy Agreement w/Option to Purchase

All new Tenants must sign a Tenancy Agreement or Tenancy Agreement w/Option to Purchase prior to the date they move into a Rental Unit.

Two months after this Policy comes into effect, all persons currently residing in a Rental Unit who do not have either a signed Tenancy Agreement or Tenancy Agreement w/Option to Purchase with Tsawout – that requires them to pay rent – must face immediate eviction.

Mandatory Inspection Report Prior to Occupancy

The Housing Manager must ensure that at the beginning of a tenancy the Housing Manager and Tenant complete an Inspection Report. This report helps Tsawout to determine whether damage is done to a Rental Unit during a tenancy.

Rental Unit Allocations

Council must make all final decisions regarding the allocation of Rental Units that are being rented under a Tenancy Agreement w/Option to Purchase. A member who transfers their privately-held reserve lands to Tsawout pursuant to a Land Transfer Agreement entered into in accordance with Policy 5 must be provided the Rental Unit located on the lands to which that Land Transfer Agreement relates before any other person.

The Housing Committee must make all final decisions regarding the allocation of Rental Units that are being rented under a Tenancy Agreement, taking into consideration the following criteria:

- applicants who have been waiting the longest should be provided a Rental Unit before more recent applicants are provided a Rental Unit; and
- if the applicant declares any of the following extenuating circumstances, those circumstances must be given consideration, provided the applicant has proof of their extenuating circumstances:
 - applicants who are currently homeless, or who are at imminent risk of homelessness;
 - applicants who are living in an overcrowded home, which is defined as a home that has less than:

- one bedroom for each adult or couple,
 - one bedroom for each child 16 years of age or older,
 - one bedroom for every 2 children of the same sex up to 14 years of age, or
 - one bedroom for every 2 children of opposite sex up to 8 years of age; or
- applicants who have a serious health problem or disability that is negatively affected by their current accommodation.

Register of Applicants

The Housing Manager must maintain a folder containing:

- a register of applicants, which includes all applicant details in date order, including:
 - the date of the application;
 - the number of proposed adult occupants for the Rental Unit;
 - the number of proposed child occupants for the Rental Unit, including the age of each proposed child occupant; and
 - any extenuating circumstances set out in the application; and
- original copies of each Application for Social Housing.

The Housing Manager must not remove an Application for Social Housing from the register of applications unless:

- the applicant no longer requires housing;
- the applicant has requested in writing to have their name removed from the register of applicants; or
- the applicant has passed away.

Member's Duty to Ensure Information in Application for Social Housing is Complete

Members are responsible for ensuring that all information in their Application for Social Housing is complete and accurate.

Tenancy Agreements and Tenancy Agreements w/Option to Purchase NOT Recognized by Tsawout With Regard to the Definitions Set out in the ST/ÁUTW First Nation SMELI (Matrimonial) Real Property Law No. 01-2012

Tsawout does not recognize a Tenancy Agreement or a Tenancy Agreement w/Option to Purchase to be an “Interest in First Nation Land”, “SMELI (Matrimonial) Property” or a “SMELI (Matrimonial) Home” as those terms are defined in the *ST/ÁUTW First Nation SMELI (Matrimonial) Real Property Law No. 01-2012*.

Section 3 Procedures

Application for Social Housing

A person who wishes to obtain a Rental Unit must complete an Application for Social Housing and provide it to the Housing Manager, unless that person is waiting to obtain a Rental Unit that is located on lands to which they have entered into a Land Transfer Agreement under Policy 5.

Notice to Housing Committee Re: Vacant Rental Unit Available for Offer under a Tenancy Agreement

Where the Housing Manager has knowledge that a Rental Unit will become vacant and that vacant Rental Unit is being offered for rent under a Tenancy Agreement, the Housing Manager must, as soon as practical, provide the Housing Committee with:

- details of the type of Rental Unit that will become vacant;
- details of the date that the Rental Unit will become vacant; and
- the folder containing the register of applicants and each Application for Social Housing.

Housing Committee Decision Re Offer of a Tenancy Agreement

Where the Housing Committee is advised that a Rental Unit will become vacant and that vacant Rental Unit is being offered for rent under a Tenancy Agreement, they must:

- as soon as practical, convene and hold a Housing Committee meeting;
- review each Application for Social Housing;
- select a successful applicant – and alternative applicant – for the vacant Rental Unit; and

- provide the Housing Manager with a written decision setting out:
 - the date of the Housing Committee meeting;
 - the names of all members of the Housing Committee who were present at the Housing Committee meeting;
 - the name of the applicant – and alternative applicant – that the Housing Committee has selected as a Tenant; and
 - the reasons for why the successful applicants were chosen as Tenants.

Authentication of Eligibility Criteria

The Housing Manager must confirm all eligibility criteria in this Policy are met by a proposed Tenant before offering that proposed Tenant a Tenancy Agreement or Tenancy Agreement w/Option to Purchase. This involves the Housing Manager:

- checking with the Finance Department with regard to any arrears or debt owed by a proposed Tenant to Tsawout;
- checking with the membership clerk if required to confirm the proposed Tenant’s membership;
- obtaining from the proposed Tenant proof of their capacity to pay the rental payments and security deposits or pet deposits that are due under the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable; and
- where necessary, obtaining from the proposed Tenant proof of their extenuating circumstances.

Offer of Tenancy Agreement or Tenancy Agreement w/Option to Purchase

Where a decision has been made by the Housing Committee regarding the offer of a Tenancy Agreement, or Housing Manager regarding the offer of a Tenancy Agreement w/Option to Purchase, and all eligibility criteria have been authenticated by the Housing Manager, the Housing Manager must:

- contact the applicant;
- offer the applicant the Rental Unit, conditional on the applicant:
 - paying a security deposit, and if required a pet deposit, and

- executing a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable; and
- provide the applicant with a copy of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable.

Preparation and Execution of Tenancy Agreement or Tenancy Agreement w/Option to Purchase and Collection of Security Deposit / Pet Deposit

Where an applicant accepts an offer of tenancy, the Housing Manager must:

- prepare and print two copies of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable;
- review each term in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable with the applicant, emphasizing:
 - the applicant's ultimate responsibilities under the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
 - Tsawout' responsibilities under the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, and
 - terms relating to termination of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- prior to executing the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable, make a clear statement to the applicant, and obtain confirmation from the applicant that they understand, that if for any reason they are not going to be available for the receipt of notices relating to their tenancy, they must provide the Housing Manager with notice of an alternative method for the delivery of notices;
- prior to executing the Tenancy Agreement, or Tenancy Agreement w/Option to Purchase, as applicable, collect the security deposit, and if required the pet deposit, from the Tenant;
- make a receipt for the Tenant's security deposit and pet deposit and make a copy of the receipt for Tsawout to retain in the Tenant File;
- provide the applicant with a receipt for their security deposit and pet deposit;
- ensure the applicant executes all copies of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable, by initialling the bottom left corner of each page and signing and dating it; and

- execute all copies of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable, on behalf of Tsawout by initialling the bottom left corner of each page and signing and dating it.

Inspection Report

Prior to a new Tenant taking possession of a Rental Unit, the Housing Manager and new Tenant must:

- meet at the Rental Unit;
- complete an Inspection Report; and
- sign and date the Inspection Report.

Creation of Tenant File

Prior to a new Tenant taking possession of a Rental Unit, the Housing Manager must create a Tenant File for that Tenant that contains:

- Log Paper;
- an Application for Social Housing, or Application for Participation in Section 95 Program, signed by the Tenant;
- a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable, signed by the new Tenant and the Housing Manager; and
- an Inspection Report signed by both the new Tenant and a representative of the Housing Manager.

Initial Rental Payment and Transfer of Possession

On the day that a new Tenant is scheduled to take possession of a Rental Unit, the Housing Manager must:

- at a time agreed upon by the new Tenant and the Housing Manager, meet the new Tenant at the Rental Unit;
- collect the first month's rent from the Tenant;
- document that the first month's rent has been received from the Tenant in the Statement of Account; and

- provide the Tenant:
 - a receipt for the first month's rent;
 - two sets of keys to the Rental Unit;
 - an original signed copy of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase, as applicable, and
 - a copy of the signed Inspection Report.

POLICY 5: LAND TRANSFERS FROM MEMBERS FOR CMHC’S SECTION 95 ON-RESERVE NON-PROFIT HOUSING PROGRAM & BUILDING OF NEW HOUSES ON PARCELS OF LAND TRANSFERRED

Section 1 Purpose

The objectives of this policy are:

- to set out the eligibility criteria and application procedures for a member who wishes to use CMHC’s Section 95 On-Reserve Non-Profit Housing Program to build a new home on their privately-held Tsawout Lands;
- to set out standardized legal agreements that provide clear rights, obligations and remedies for Tsawout and for members with regard to:
 - the transfer of lands from a member to Tsawout for use in building a house via CMHC’s Section 95 On-Reserve Non-Profit Housing Program,
 - the building of homes on lands transferred to Tsawout for use in building a house via CMHC’s Section 95 On-Reserve Non-Profit Housing Program, and
 - Tenancy Agreements w/Option to Purchase, which set out the use, possession, maintenance and repairs, and rental payments in relation to homes built on lands transferred to Tsawout for use in building a house via CMHC’s Section 95 On-Reserve Non-Profit Housing Program, as well as the criteria that must be met for a member who transfers lands to re-gain legal possession of those lands.

Section 2 Policy

Section 95 On-Reserve Non-Profit Housing Program

Section 95 of the *National Housing Act*, R.S.C., 1985, c. N-11 provides CMHC with the authority to make loans and contributions to assist with the payment of the capital and operating costs of housing projects, and to forgive amounts owing on those loans (the “**Section 95 Program**”)

Pursuant to the Section 95 Program, CMHC provides a subsidy, for the purpose of enabling a first nation to meet the operating costs of providing Rental Units to members, with the intent this will reduce the required amount that the first nation or its members will need to make in financial contributions.

Parties Involved in Providing Access to the Section 95 Program for Members

The parties involved in allocation of Section 95 Program opportunities to a Member include: CMHC, INAC, Council, the Lands Department, the Finance Department, the Housing Manager, sometimes the Housing Committee, and Members.

Role of CMHC

In relation to accessing the Section 95 Housing Program for Members, it is the role of CMHC to:

- set the eligibility criteria Tsawout must meet to qualify for the Section 95 Program;
- advise Tsawout of available Section 95 Program funding when it comes available;
- enter into legal agreements with Tsawout, known as Operating Agreements, that require Tsawout to meet certain conditions in order to participate in the Section 95 Program;
- where Tsawout is approved for the Section 95 Program, distribute funds to Tsawout in accordance with their Operating Agreement, and monitor and enforce Operating Agreements.

Role of INAC

In relation to accessing the Section 95 Housing Program for Members, it is the role of INAC to:

- set the criteria that must be met by Tsawout before INAC will enter into a Ministerial Loan Guarantee Agreement with a bank;
- when Tsawout and a bank enter into a Loan Agreement, and there is a Ministerial Loan Agreement in place between INAC and that bank with regard to that Loan Agreement, INAC may be required to make payments to that bank to cover the costs of any default in payment by Tsawout under that Loan Agreement;
- where INAC makes a payment to a bank to cover the costs of a default by Tsawout relating to a Loan Agreement, INAC may take action to recover those costs from Tsawout, including the entry into a repayment agreement with Tsawout, or by taking band revenues, or property from Tsawout; and
- set the criteria for – and subject to available funding, approve the disbursement of funds for – INAC’s New Approach to Housing Support in BC Program, which provides funding for housing construction.

Role of Council

In relation to accessing the Section 95 Housing Program for Members, it is the role of Council to:

- ensure all of their decisions are made in compliance with the *Tsawout First Nation Land Code, As Amended June 25, 2013*, the *Tsawout First Nation Amended and Restated Financial Administration Law, 2012*, Tsawout Lands, Finance and Housing Policies, and their fiduciary duties owed to all members;
- develop selection criteria – in addition to CMHC’s criteria – for which members will be eligible to participate in the Section 95 Program, and ensure those criteria are made known and available to all members of Tsawout;
- accept the transfer of a member’s lands to Tsawout for use in the building of a house that those Members will be given a first right to occupy;
- set the criteria for accepting a transfer of lands from a member to Tsawout, to be used in the building of a new house;
- enter into and comply with Loan Agreements with banks to cover the costs of building a house;
- enter into and comply with Operating Agreements with CMHC regarding subsidies to cover the costs of repaying Loan Agreements;
- approve and comply with band council resolutions setting out that if Tsawout fails to make a payment in accordance with a Loan Agreement, and that payment is made by INAC in accordance with a Ministerial Loan Guarantee Agreement, INAC can take Tsawout property and band revenues to recover the costs of that missed loan payment; and
- approve surveyor’s access to Tsawout Lands and approve final official plans and registration plans for proposed building sites.

Role of the Lands Department

In relation to accessing the Section 95 Housing Program for Members, it is the role of the Lands Department to:

- ensure all of their decisions are made in compliance with the *Tsawout First Nation Land Code, As Amended June 25, 2013* and Tsawout Lands Policies;
- assess and report back to the Housing Manager on whether lands described in an Application for Social Housing - CP Holders (a) are in the applicant’s name, (b) have a legal description and survey, (c) have a current environmental site

assessment, (d) have any encumbrances, (e) have legal access, and (f) raise any preliminary concerns with regard to their suitability for building of a house;

- where a member is obtaining a legal survey, provide a recommendation to Council on whether to approve the surveyor's access to Tsawout Lands, or approve the proposed official plan or registration plan;
- at the request of a member and the Housing Manager, acting together, prepare Land Transfer Agreements for Council approval;
- register Land Transfer Agreements in the Tsawout Land Register and the First Nation Land Register; and
- where CMHC and INAC approve the funding to build a house under the Section 95 Program, pursuant to Tsawout Land Laws and policies, process all building, construction and other permits required by the Housing Manager.

Role of Finance Department

In relation to accessing the Section 95 Housing Program for Members, it is the role of the Finance Department to:

- assess and report back to the Housing Manager on whether a person who is named as the applicant in an Application for Social Housing - CP Holders (a) owes arrears or debt to Tsawout, (b) has demonstrated capacity to uphold the financial commitments required under a Tenancy Agreement w/Option to Purchase, and (c) is for any reason a potential risk to Tsawout with regard to non-compliance with the rental payment terms in a Tenancy Agreement w/Option to Purchase; and
- where Tsawout enters into an Operating Agreement with CMHC or a funding agreement with INAC, undertake compliance activities and report to Council with regard to all financial reports and audit conditions that are required under those agreements.

Role of the Housing Manager

In relation to accessing the Section 95 Housing Program for Members, it is the role of the Housing Manager to:

- work with CMHC and INAC to ensure Tsawout members are aware of all calls for proposals in relation to the Section 95 Program;
- work with the Lands Department and Housing Department to assess whether an applicant named in an Application for Social Housing - CP Holders and lands

described in that application meet the necessary criteria for the Section 95 Program;

- where there are more eligible Application for Social Housing - CP Holders than there is available funding for projects, obtain a recommendation from the Housing Committee on which of those eligible applications should be invited to participate in the Section 95 Program;
- where a member executes a Land Transfer Agreement with Tsawout for the purpose of participating in the Section 95 Program, work with the transferor and with a proposed builder to obtain all documentation required by CMHC for the Section 95 Program, and INAC for INAC to be able to enter into an (MLG) Agreement with the band;
- work with CMHC, INAC, and the bank to obtain approvals for a Loan Agreement, Operating Agreement and any funding agreements available through INAC;
- report to Council and obtain Council's approval of a Loan Agreement, Operating Agreement and any funding agreements available through INAC;
- oversee the building of a home under the Section 95 Program in accordance with CMHC and INAC policies;
- in accordance with Policy 4, ensure a Tenancy Agreement w/Option to Purchase is in place for a home built under the Section 95 Program; and
- in accordance with Policy 6, monitor compliance and take enforcement actions for non-compliance of a Tenancy Agreement w/Option to Purchase.

Role of Member

In relation to accessing the Section 95 Housing Program for Members, it is the role of a member wishing to access that program to:

- ensure they meet the eligibility criteria set out in this Policy;
- obtain independent legal advice with regard to whether they should enter into a Land Transfer Agreement with Tsawout; and
- where they enter into a Land Transfer Agreement with Tsawout, ensure they provide the Housing Manager all required documents for submission to CMHC and INAC for access to funding and subsidy programs.

Criteria for Eligibility to Participate in Section 95 Program

A person who wishes to participate in the Section 95 Program must:

- be a registered member of Tsawout in accordance with the *STÁUTW First Nation Membership Law, Ratified June 25, 2013*;
- provide proof to the Housing Manager showing their capacity to comply with the financial terms of the Tenancy Agreement w/Option to Purchase
- not owe any arrears or debt to Tsawout;
- either:
 - have a parcel of Tsawout Lands (that is no bigger than ¼ acre, does not have any encumbrances on it, and has legal access) registered in their name in the First Nation Lands Registry, or
 - have a sketch of a parcel of Tsawout Lands (that is no bigger than ¼ acre, does not have any encumbrances on it, and has legal access) and written confirmation from all registered owners that they agree to transfer that parcel of land into the applicant’s name.

Member’s Duty to Ensure Information in Application for Social Housing - CP Holders is Complete

Members are responsible for ensuring that all information in their Application for Social Housing - CP Holders is complete and accurate.

Register of Applicants

The Housing Manager must maintain a folder containing original copies of each Application for Social Housing - CP Holders, organized by order of the date that application was received.

The Housing Manager must not remove an Application for Social Housing - CP Holders from the register of applications unless:

- the applicant no longer requires housing;
- the applicant has requested in writing to have their name removed from the register of applicants; or
- the applicant has passed away.

Legal Agreements Required for Participation in the Section 95 Program

The following legal agreements are required for a person to participate in the Section 95 Program:

- A **Loan Agreement**, which is an agreement between Tsawout and a bank, where the bank agrees to lend money to Tsawout for the purpose of building a house and Tsawout agrees to repay that borrowed money to the bank in addition to fees known as “interest” which generally represent a percentage of the amount borrowed;
- A **Ministerial Loan Guarantee (MLG) Agreement**, which is an agreement between a bank and INAC, where INAC agrees with the bank that if Tsawout does not comply with the repayment of their Loan Agreement, INAC will make those missed payments to the bank directly. INAC will then have a right to recover their losses from Tsawout by (a) entering into a repayment agreement with Tsawout, (b) providing less funding to Tsawout on an annual basis for other programming until the money is repaid, or (c) taking Tsawout property that is worth money as repayment.

INAC requires the following conditions to be met by Tsawout before they will commit to an (MLG) Agreement in support of Tsawout obtaining a loan to build a house using the Section 95 Program:

- the lot must be serviced (e.g., with road, water/sewer and electrical);
- encumbrances on the lot must not prevent Tsawout from renting out a house located on the lot as part of their social housing scheme;
- the land on which the house is to be situated must be under the control of Tsawout (i.e. must be Community Lands);
- Tsawout must be financially solvent and has no outstanding audit issues with INAC;
- Tsawout must complete an Environmental Site Assessment on the lot that is acceptable to INAC; and
- there must be no outstanding defaults on loans associated with the lot;
- An **Operating Agreement**, which is an agreement between CMHC and Tsawout where CMHC agrees to provide Tsawout with a monthly subsidy amount to assist Tsawout in the repayment of their Loan Agreement. In return, Tsawout must (a) ensure to protect the value of the Rental Unit that is built, (b) to report back to CMHC with regard to Tsawout’s financial management of rents/arrears in relation to the Rental Unit, (c) ensure they put away money each month to cover the costs

of repairs to the Rental Unit and the replacement of capital items for the Rental Unit, and (d) put away money each month to assist with the costs of having someone from Tsawout oversee the monitoring and enforcement of the Tenant's obligations under the Tenancy Agreement w/Option to Purchase and to uphold Tsawout's obligations under the Tenancy Agreement w/Option to Purchase;

- **A Land Transfer Agreement**, which is a written agreement between Tsawout and a member, where they agree that:
 - the member will transfer some of their privately-owned Tsawout Lands to Tsawout for use in building a house under the Section 95 Program;
 - Tsawout will offer the member a right of first refusal with regard to a Tenancy Agreement w/Option to Purchase for the house that is built on those lands; and
 - if no house is built on those lands, those lawful possession of those lands will revert back to the member.

Once a Land Transfer Agreement is signed, the member has no rights in relation to the lands they transfer to Tsawout, other than those rights set out in a signed Tenancy Agreement w/Option to Purchase; and

- **A Tenancy Agreement w/Option to Purchase**, which is a written agreement between Tsawout and a member, where the parties agree that:
 - in addition to other conditions, the member will make monthly payments to Tsawout for a specified period of time and up to a total set amount, being the agreed value of the Rental Unit, and
 - after completing the payments and all other conditions in the agreement, the member will have an option to purchase a permanent interest in the Rental Unit, and the parcel of land on which the Rental Unit is situated, for a nominal fee.

Section 3 Procedures

Application for Social Housing – CP Holder

Where a CP Holder wishes to transfer a parcel of land to Tsawout for the purpose of building a Rental Unit to which the CP Holder will be given first right of refusal to rent under a Tenancy Agreement w/Option to Purchase, that CP Holder must complete and provide to the Housing Manager an Application for Social Housing – CP Holder.

Council Decision Regarding Lands to Use for Building of a Rental Unit

When CMHC provides Tsawout with a Call for Proposals with regard to their Section 95 Program, and Tsawout does not plan to use existing Tsawout Community Lands in accessing that program, the Housing Manager must determine whether Council wishes to seek interest from CP Holders who are willing to transfer a parcel of land to Tsawout for the purpose of building a Rental Unit to which the CP Holder will be given first right of refusal to rent under a Tenancy Agreement w/Option to Purchase.

Assessment of Application for Social Housing – CP Holder

Where Council decides to seek interest from CP Holders who are willing to transfer a parcel of land to Tsawout for the purpose of building a Rental Unit to which the CP Holder will be given first right of refusal to rent under a Tenancy Agreement w/Option to Purchase, the Housing Manager must assess each Application for Social Housing – CP Holder and determine how many applicants in the Register of Applicants meet the eligibility criteria under this Policy.

In assessing an Application for Social Housing – CP Holder, the Housing Manager must obtain the following information from the Lands Department with regard to each parcel of lands that an applicant states they are willing to transfer to Tsawout:

- a legal description, if one exists,
- a parcel abstract report showing:
 - the names of all persons who are registered owners of the parcel of lands;
 - any known encumbrances, along with copies of all land instruments that are encumbrances on the parcel of land,
 - access to the land by road or other means, and
 - whether services are available on the land (eg. water, sewer, power, etc),
- an environmental site assessment, if one exists, and
- any known environmental or contamination concerns identified by the Lands Department.

In addition, the Housing Manager must ensure that where the proposed parcel of land is held by persons other than the applicant, those persons provide written confirmation to the Housing Manager that they will transfer that parcel of land to the applicant.

In assessing an Application for Social Housing – CP Holder, the Housing Manager must also obtain the following information from the Finance Department:

- information regarding whether the applicant owes arrears or other debt to Tsawout; and
- an opinion with regard to whether the applicant has capacity to afford rental payments under a Tenancy Agreement w/Option to Purchase.

Offer to Enter Land Transfer Agreement w/CP Holder

Where the number of eligible Applications for Social Housing – CP Holder is less than the number of houses to which CMHC has set aside funding for Tsawout to use, the Housing Manager must offer all of those applicants an opportunity to transfer a parcel of land to Tsawout for the purpose of building a Rental Unit to which the CP Holder will be given first right of refusal to rent under a Tenancy Agreement w/Option to Purchase.

Where the number of eligible Applications for Social Housing – CP Holder is more than the number of houses to which CMHC has set aside funding for Tsawout to use, the Housing Manager must offer those applicants who have been waiting the longest an opportunity to transfer a parcel of land to Tsawout for the purpose of building a Rental Unit to which the CP Holder will be given first right of refusal to rent under a Tenancy Agreement w/Option to Purchase.

When making these offers to CP Holders, the Housing Manager must advise the CP Holder that such offer is subject to the CP Holder:

- providing the Housing Manager with a legal survey in the form of an official plan or registration plan that shows no more than a $\frac{1}{4}$ acre parcel of land in the name of the CP Holder only; and
- obtaining independent legal advice on the legal impact of the Land Transfer Agreement on the CP Holder's rights to the parcel of land that will transfer to Tsawout.

CP Holder Provision of Legal Survey / Official Plan or Registration Plan

Survey Requirements

An applicant who is offered and agrees to enter into a Land Transfer Agreement with Tsawout must provide the Housing Manager a legal survey in the form of an official plan or registration plan that shows no more than a $\frac{1}{4}$ acre parcel of land in the name of the CP Holder only, and that parcel of land must (a) have no encumbrances, (b) have legal access, and (c) have an environmental site assessment completed on it.

Initiating the Survey Process

To obtain either an official plan or registration plan the applicant must contact a Canada Land Surveyor. The surveyor will initiate the survey process and will seek to obtain permission from Tsawout to enter Tsawout lands to commence the survey. Council will provide a permission letter to the surveyor that includes:

- a statement of permission for the surveyor to enter Tsawout lands;
- information on the work that will be carried out by the surveyor;
- the name of the surveyor(s) to whom the permission applies; and
- the signature and title of the authorized signatory.

After the surveyor has permission to enter Tsawout lands, the surveyor will contact the applicant and enter into a contract for services with him or her. The applicant is responsible for all of the costs associated with this contract for services.

Conducting the Survey

After the surveyor and applicant have entered into a contract for services, the surveyor will send a request for survey to the Surveyor General of Canada with the contract for services and the letter of permission attached. The Surveyor General of Canada must authorize the survey before the surveyor can begin the work. After the surveyor has acquired authorization from the Surveyor General of Canada to conduct the survey, he or she will conduct all the work and review the preliminary official plan or registration plan with the applicant.

Council Approval of Preliminary Official Plan or Registration Plan

Next, the surveyor will provide Tsawout with a request for their review and approval of the preliminary official plan or registration plan. Council will then approve of the preliminary official plan or registration plan in writing by providing the surveyor with either a Band Council Resolution or a letter signed by an authorized signatory.

Where Tsawout does not approve of the official plan or registration plan, the Lands Department must work with, the applicant and the surveyor to have the survey amended to a form that Tsawout will approve.

Surveyor Recording of Official Plan or Registration Plan

After Tsawout approves of a preliminary official plan or registration plan, the surveyor will:

- record the official plan or registration plan in the Canada Land Survey Records, which is a public registry; and

- provide a copy of the official plan or registration plan to the applicant and to Tsawout.

Request for Land Transfer Agreement

Where an approved applicant provides the Housing Manager with a legal survey in the form of an official plan or registration plan that shows no more than a ¼ acre parcel of land in the name of the CP Holder only, and that parcel of land must (a) have no encumbrances, (b) have legal access, and (c) have an environmental site assessment completed on it, the Housing Manager must together with the applicant, request the Lands Department to draft a Land Transfer Agreement.

Drafting Land Transfer Agreement

Upon request from the Housing Manager and an applicant together, the Lands Department must prepare the Land Transfer Agreement and provide it to the Housing Manager.

Applicant Execution of Land Transfer Agreement

When the Housing Manager receives a Land Transfer Agreement from the Lands Manager, the Housing Manager must:

- ensure the applicant has two copies of it, both of which must have a Tenancy Agreement w/Option to Purchase attached to them;
- encourage the applicant to obtain independent legal advice on the Land Transfer Agreement;
- advise the applicant that when they are ready, they must execute both copies of the Land Transfer Agreement and return them to the Housing Manager. Furthermore, that their signature on the Land Transfer Agreement must be witnessed either by a person who is a member of the Society of Notaries Public of British Columbia pursuant to the *Notaries Act* [RSBC 1996] Chapter 334 or by a lawyer who is a member of the Law Society of British Columbia pursuant to the *Legal Profession Act* [SBC 1998] Chapter 9.

Council Approval and Execution of Land Transfer Agreement

Once the Housing Manager has received both executed copies of a Land Transfer Agreement from an applicant:

- the Housing Manager must provide them to Council for approval and signature, and arrange for a person to be available for witnessing Council signatures, who is either a member of the Society of Notaries Public of British Columbia pursuant to the *Notaries Act* [RSBC 1996] Chapter 334 or by a lawyer who is a member of the Law Society of British Columbia pursuant to the *Legal Profession Act* [SBC 1998] Chapter 9;
- Council must, at a duly convened meeting of Council, make a decision on whether to approve that Land Transfer Agreement, and where the decision is to approve it, each member of Council who votes in favour of such approval must execute that Land Transfer Agreement, with their signatures being witnessed by either a member of the Society of Notaries Public of British Columbia pursuant to the *Notaries Act* [RSBC 1996] Chapter 334 or by a lawyer who is a member of the Law Society of British Columbia pursuant to the *Legal Profession Act* [SBC 1998] Chapter 9; and
- the Housing Manager must provide on original copy of that executed Land Transfer Agreement to the Lands Department for registration, and place the other copy in the Tenant File.

Registration of Land Transfer Agreement & Parcel Abstract Report

The Lands Department must:

- register every executed Land Transfer Agreement in the First Nation Land Register; and
- provide the Housing Manager with a parcel abstract report from the First Nation Land Register showing the registration of the lands to which that Land Transfer Agreement relate as being registered in the name of Tsawout.

Finalization of CMHC and INAC Funding Proposals

Once the Housing Manager receives a parcel abstract report showing the registration of lands under a Land Transfer Agreement as being registered in the name of Tsawout, the Housing Manager must:

- work with the transferor to reach agreement on a proposed design for the house that will be built on those lands, which design must meet the criteria set by CMHC and INAC;

- determine who will be the proposed builder of that proposed house and obtain from that builder all documentation required for CMHC and INAC;
- work with Council to obtain a band council resolution that meets the requirements of INAC in order for INAC to agree to an (MLG) Agreement; and
- once all documentation required by CMHC is obtained, submit a final proposal for the Section 95 Program with regard to the lands that were transferred from the CP Holder to Tsawout.

Financing and Building of House on Transferred Lands

If CMHC offers to enter into an Operating Agreement with Tsawout with regard to a housing proposal, the Housing Manager must:

- work with the Finance Department and Council to arrange for execution of that Operating Agreement and any Loan Agreements that are required to obtain the funds for building a house on the transferred lands;
- work with CMHC, the approved builder and the Lands Department to obtain all construction permits and to build a house on the transferred lands that meets the requirements of CMHC and any bank that is a lender under a Loan Agreement.

POLICY 6: MONITORING AND ENFORCEMENT OF TENANCY AGREEMENTS AND TENANCY AGREEMENTS W/OPTION TO PURCHASE

Section 1 Purpose

The purposes of this policy are:

- to ensure a fair and consistent process for the monitoring and enforcement of Tenancy Agreements and Tenancy Agreements w/Option to Purchase;
- to encourage voluntary compliance from Tenants in their obligations under a Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- to manage all breaches of a Tenancy Agreement or Tenancy Agreement w/ Option to Purchase in a respectful, fair and transparent manner that focuses on repayment of rental arrears, future rental arrears prevention, remedying breaches and future compliance; and
- to ensure eviction is only used as a last resort.

Section 2 Policy

Parties Involved in the Monitoring and Enforcement of Tenancy Agreements and Tenancy Agreements w/Option to Purchase

The parties involved in the monitoring and enforcement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase include: Council, the Housing Manager, and the Finance Manager.

Role of Council

In relation to the monitoring and enforcement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, it is the responsibility of Council, to approve all final decisions regarding termination of an agreement and eviction of a Tenant.

Role of the Housing Manager

In relation to the monitoring and enforcement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, it is the responsibility of the Housing Manager to:

- monitor the Tenant’s compliance with their obligations under the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- respond to complaints and reports that relate to a Tenant’s non-compliance with their obligations under a Tenancy Agreement or Tenancy Agreement w/Option to Purchase;

- where required to do so under this Policy, initiate progressive enforcement measures to address non-compliance with a Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- maintain clear records in Tenant Files of all action taken with regard to progressive enforcement measures to address non-compliance with a Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- where the next step in progressive enforcement measures is to issue a Notice of Eviction, provide all relevant information to Council so Council can make their decision on whether grounds for eviction exist in accordance with this Policy; and
- where Council decides grounds for eviction exist under this Policy, issue the Notice of Eviction and take the relevant steps set out in Policy 6: Ending a Tenancy to enforce that Notice of Eviction.

NSF Cheques

Where a Tenant provides a rental payment cheque that is rejected by Tsawout' bank due to non-sufficient funds:

- Tsawout must not accept cheques from that Tenant again; and
- the Tenant must pay to Tsawout all penalties suffered by Tsawout in relation to the rejection of that cheque.

Re-Scheduling Rental Payments

The Housing Manager has exclusive authority to waive a rental payment date set out in a Tenancy Agreement or Tenancy Agreement w/Option to Purchase and re-schedule that rental payment due date for a date no later than fifteen days after the due date set out in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

The Housing Manager must not waive:

- the same rental payment due date more than one time; or
- more than three (3) rental payment due dates for the same Tenant within the same calendar year.

Monitoring Tenancy Agreements and Tenancy Agreements w/Option to Purchase

Inspections

The Housing Manager must:

- ensure at least one inspection of each Rental Unit is conducted within the first six (6) months of the commencement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase and at least annually thereafter to monitor compliance;
- ensure attempts are made so that inspections are scheduled to take place during a time where the Tenant is at home; and
- ensure an Inspection Report is completed for every inspection of a Rental Unit and a copy of that Inspection Report is both placed in the Tenant File and delivered to the Tenant.

Complaints

The Housing Manager must follow up on all complaints regarding a Tenant's non-compliance with their Tenancy Agreement or Tenancy Agreement w/Option to Purchase within a reasonable timeframe following the receipt of the complaint.

Assignment of a Tenancy Agreement w/Option to Purchase

Where a person cannot meet their obligations as a Tenant under a Tenancy Agreement w/Option to Purchase they should consider assigning that agreement to another person who can meet those obligations before progressive enforcement is undertaken and completed under this Policy.

Progressive Enforcement

The Housing Manager must take a progressive enforcement approach to the management of rent arrears and breaches of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

The focus of a progressive enforcement approach is on repayment of rental arrears, future rental arrears prevention, and compliance with the terms in a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, rather than on eviction. However, where eviction is necessary because other compliance measures are not successful, eviction must be used.

A progressive enforcement approach consists of the following steps:

- Step 1: Verbal Warning;
- Step 2: Written Warning;
- Step 3: Arrears Repayment Agreement (only available for breaches of rental payment terms); and
- Step 4: Notice of Eviction.

Arrears Repayment Agreements - Eligibility

In the following circumstances, the Housing Manager has authority to execute an Arrears Repayment Agreement with a Tenant that **must not exceed the value of one month of that Tenant’s rental payments and that does not exceed one year in duration:**

- The Tenant provides proof to the Housing Manager that they are not able to make a rental payment due to the financial impact of:
 - a death in their immediate family (grandparent, parent, brother, sister, child or grandchild),
 - the costs of attending a funeral, as evidenced by receipts for travel and food,
 - an unforeseen expense, provided that the expense is necessary for meeting their basic needs (i.e. food, shelter, healthcare, transportation to work), as evidenced by a budget,
 - costs associated with mandatory medical treatment, as evidenced by a note from their doctor, or
 - the Tenant being laid off from their employment, as evidenced by a letter from their employer,
- The Tenant has outstanding arrears that are owed prior to the date this Policy comes into effect, in which case the Arrears Repayment Agreement with that Tenant may be for the full amount of their existing arrears.

Grounds for Eviction

Council must approve the eviction of a Tenant in circumstances where:

- the Tenant is provided a Verbal Warning or Written Warning in relation to the same material breach of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase and has indicated to Tsawout that they will not remedy that breach;
- the Tenant is provided a Verbal Warning and Written Warning in relation to the same material breach of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase after the deadlines in the Verbal Warning and Written Warning have passed and the Tenant has failed to remedy that breach, unless:
 - the breach is in relation to a missed rental payment, the Tenant is eligible for an Arrears Repayment Agreement and Tsawout enters into an Arrears Repayment Agreement with the Tenant, or
 - the Tenant is party to a Tenancy Agreement w/Option to Purchase and has assigned that Agreement to an eligible member in accordance with this Policy; or
- the Tenant has entered into an Arrears Repayment Agreement for rent arrears in an amount that is equal to the equivalent of one missed rental payment and has either missed another rental payment or missed an arrears payment due under that Arrears Repayment Agreement and that Tenant fails to pay that missed payment following both a Verbal Warning and Written Warning, unless the Tenant is party to a Tenancy Agreement w/Option to Purchase and has assigned that Agreement to an eligible member in accordance with this Policy.

Material Breach of Tenancy Agreement or Tenancy Agreement w/Option to Purchase

It is a material breach of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, if a Tenant:

- owes rental arrears, **unless** the person is entitled to an arrears repayment agreement under this Policy **and** is in good standing with regard to an arrears repayment agreement for the full amount of their arrears;
- causes damage to their Rental Unit and fails to repair those damages after 30 days from the date of their first verbal warning;
- is convicted of a criminal offence that takes place at the Rental Unit;

- allows excessive trash or debris to accumulate around the exterior or interior of the Rental Unit which may cause permanent damage to the quality of the home or create a health risk for the Tenants or others. For example, attracting rodents or cockroaches;
- excessive noise between the hours of 11pm and 7am on more than 3 occasions within a calendar month that interferes with the neighbors use and enjoyment of their Rental Units or privately-owned homes;
- assignment or subletting of the Rental Unit without written approval from the Housing Manager;
- smoking inside a Rental Unit;
- abandonment of Rental Unit; or
- growing marijuana inside a Rental Unit.

Delivery of Notices

A notice required to be delivered under this Policy must be delivered to a Tenant in person, except where the Housing Manager makes an attempt to deliver a notice to a Tenant in person and is unable to successfully deliver a notice in such way, in which case they may either:

- leave the notice with an adult at the Rental Unit; or
- leave the notice posted to the outside of the front door to the Rental Unit.

Copies of Notices to be Placed in Tenant File w/ Date of Delivery

Where the Housing Manager provides a Tenant with a notice they must:

- place a copy of the notice in the Tenant's Tenant File; and
- make a note in the Tenant's Tenant File setting out the date that the Tenant was provided with a copy of the notice and the manner in which it was delivered to the Tenant.

Section 3 Procedures

Monitoring of Tenancy Agreements and Tenancy Agreements w/Option to Purchase

Regular Inspections

The Housing Manager must ensure at least one inspection of each Rental Unit is conducted during the first six months following commencement of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase and at least annually thereafter to monitor them for compliance.

Responding to Information from Others Regarding Non-Compliance

Where the Housing Manager receives information from a third party that relates to an alleged non-compliance with a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, the Housing Manager must:

- interview the person providing the information to gather relevant facts;
- determine whether the alleged facts would be a material breach of the Tenant's Tenancy Agreement or Tenancy Agreement w/Option to Purchase if they were found to be true and if the answer to that question is yes:
 - interview the Tenant;
 - where necessary, conduct an inspection of the Rental Unit; and
 - determine whether a material breach has occurred and if a material breach has occurred, initiate progressive enforcement measures.

Collection of Rental Payments

All rental payments must be made directly to the Finance Department and the Finance Department must issue a receipt to each person who makes a rental payment.

On the second business day of each month, the Housing Manager must, in relation to each Tenant:

- check with the Finance Department to determine whether the Tenant made their monthly rental payment;
- document on the Statement of Account in their Tenant File, whether they have made their rental payment;
- mail them a statement of account; and

- where applicable, take progressive enforcement steps in accordance with this Policy.

Rescheduling of Rental Payments

Where a Tenant believes they may not be able to make a rental payment in accordance with the terms of their Tenancy Agreement or Tenancy Agreement w/Option to Purchase, the Tenant must contact the Housing Manager and request to re-schedule that rental payment.

Where the Housing Manager receives a request from a Tenant to re-schedule a rental payment, the Housing Manager must assess whether the Tenant is eligible to re-schedule their rental payment in accordance with this Policy and:

- if they are eligible, waive the rental payment date set out in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase and re-schedule the rental payment due date for a date no later than fifteen (15) days after the due date set out in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase; and
- if they are not eligible, set a time to meet with them and at that meeting:
 - review this Policy with them and explain to them that this Policy applies to all Tenants and exceptions to it cannot be made without Council changing the Policy for everyone,
 - advise them they are not eligible to re-schedule their rental payment, and
 - make efforts to help the Tenant identify ways to come up with the rental payment amount before it comes due.

Documented Verbal Warning

Within forty-eight (48) hours of a rental payment becoming overdue, or within five days of another material breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase occurring, the Housing Manager must:

- meet in private with the Tenant;
- provide the Tenant with details of either:
 - the date that the rental payment was due and the amount of the rental payment that is overdue; or
 - the breach of the material term in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;

- advise the Tenant that either:
 - it is not acceptable to miss making a rental payment, unless the Tenant has re-scheduled that payment with the Housing Manager in writing before the date that the rental payment becomes due, or
 - it is not acceptable to breach the specific material term in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase (also provide the Tenant with their expected actions to comply with the term that has been breached);
- advise the Tenant that they are being provided a Verbal Warning in relation to their breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- advise the Tenant that they have five days to either:
 - make the missed rental payment to the Housing Manager, or
 - remedy the breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase (with specific instructions on what the Tenant must do to remedy that breach, including the options of an Arrears Repayment Agreement or Assignment of Tenancy Agreement w/Option to Purchase to an eligible member, where those options are available);
- advise the Tenant that if the missed rental payment is not made, or the breach is not remedied, further enforcement actions will be taken by the Housing Manager, up to and including eviction; and
- advise the Tenant that the Housing Manager must document the Verbal Warning and a summary of their meeting in the Tenant's Tenant File.

Where the Housing Manager provides a Tenant with a Verbal Warning, the Housing Manager must make a note in the Tenant's Tenant File setting out the following:

On [date], I provided a Verbal Warning to [Name of Tenant] in relation to the Tenant's breach of section [#] of their Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

This Verbal Warning was a result of the Tenant [statement of the facts relating to the Verbal Warning].

[Add additional details regarding the Tenant's response to the Verbal Warning]

Date: _____

Signature: _____

Written Warnings

Where a Tenant is provided a Verbal Warning and has failed to either make their missed rental payment or remedy their breach of a Tenancy Agreement or Tenancy Agreement w/Option to Purchase within five days of receiving the Verbal Warning, the Housing Manager must provide the Tenant a Written Warning that sets out:

- the full text of the terms in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase that the Tenant is in breach of;
- details of the actions or omissions of the Tenant that amount to their breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- a statement that either:
 - it is not acceptable to miss making a rental payment, unless the Tenant has re-scheduled that payment with the Housing Manager before the date that the rental payment becomes due, or
 - it is not acceptable to breach the specific material term in the Tenancy Agreement or Tenancy Agreement w/Option to Purchase (also provide the Tenant with their expected actions to comply with the term that has been breached, including the options of an Arrears Repayment Agreement or Assignment of Tenancy Agreement w/Option to Purchase to an eligible member, where those options are available);
- details of the previous Verbal Warning;
- a statement that the Tenant is being provided a Written Warning in relation to their breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- a statement that the Tenant has five days to either:
 - make the missed rental payment to the Housing Manager, or
 - remedy the breach of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase (with specific instructions on what the Tenant must to do remedy that breach);
- a statement that if the missed rental payment is not made, or the breach is not remedied, within five days, further enforcement actions will be taken by the Housing Manager, up to and including eviction;
- a statement that the Housing Manager must document the Written Warning in the Tenant's Tenant File.

Offering Arrears Repayment Agreements

Where:

- a Tenant is provided a Written Warning with regard to a missed rental payment;
- the Tenant has failed to pay their missed rental payment within the timeframe provided for in the Written Warning; and
- the Tenant is not already a party to an Arrears Repayment Agreement for rent arrears in an amount that is equal to or more than the equivalent of two missed rental payments,

the Housing Manager must contact the Tenant immediately and offer to enter into an Arrears Repayment Agreement with the Tenant.

Execution of an Arrears Repayment Agreement

Where the Housing Manager and a Tenant agree to enter into an Arrears Repayment Agreement, the Housing Manager must:

- meet with the Tenant and negotiate the terms of the Arrears Repayment Agreement, which must be in compliance with this policy;
- prepare and print two copies of the Arrears Repayment Agreement;
- review each term in the Arrears Repayment Agreement with the Tenant, emphasizing:
 - the Tenant’s responsibilities under the Arrears Repayment Agreement, and
 - Tsawout’ responsibilities under the Arrears Repayment Agreement;
- ensure the Tenant executes all copies of the Arrears Repayment Agreement by initialling the bottom left corner of each page and signing and dating it; and
- execute all copies of the Arrears Repayment Agreement on behalf of Tsawout by initialling the bottom left corner of each page and signing and dating it.

Where the Housing Manager enters into an Arrears Repayment Agreement with a Tenant, the Housing Manager must provide the Tenant a copy of the Arrears Repayment Agreement and place a copy of the Arrears Repayment Agreement in the Tenant’s Tenant File.

Notice of Eviction

Where grounds for eviction exist, the Housing Manager must provide the Tenant with a Notice of Eviction, which must include:

- a statement of the facts, setting out the grounds for the eviction;
- a description of all previous warnings regarding the Tenant's missed rental payment or failure to comply with materials terms of their Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- the effective time and date of the eviction, which must not be earlier than fourteen (14) days from the date that the Notice of Eviction is delivered to the Tenant;
- a statement that the Tenant must remove their personal belongings from the Rental Unit prior to the time and date on which the eviction takes effect; and
- a statement setting out that if the Tenant fails to remove their personal belongings from the Rental Unit prior to the time and date on which the eviction takes effect, the Housing Manager will arrange for the Tenant's personal belongings to be removed from the Rental Unit in the presence of a police officer whose role will be to keep the peace during the removal of belongings.

POLICY 7: ENDING A TENANCY

Section 1 Purpose

The purpose of this policy is to provide Tsawout and Tenants with guidance on the appropriate steps that must be taken to properly give effect to the termination of a tenancy.

Section 2 Policy

Parties Involved in Ending a Tenancy Agreement or Tenancy Agreement w/Option to Purchase

The parties involved in the ending a Tenancy Agreement or Tenancy Agreement w/Option to Purchase include:

- the Housing Manager;
- the Tenant; and
- where necessary, the police.

Role of the Housing Manager

In relation to ending a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, it is the responsibility of the Housing Manager to:

- receive notices from Tenants who voluntarily wish to end their tenancy with one month's written notice;
- where Tsawout wishes to end a tenancy in accordance with this Policy to offer a Rental Unit that is subject to a Tenancy Agreement to a person who is a member with extenuating circumstances, issue the Tenant a Notice to End Tenancy providing the Tenant two (2) months' notice of the tenancy being terminated;
- where Tsawout is required under Policy 6 to evict a Tenant, issue the Tenant a Notice of Eviction;
- complete move-out inspections and a move-out Inspection Report, where possible with the Tenant present and signing the report;
- assess Tenant's rights to a return of their security deposit and/or pet deposit; and
- arrange for the return to Tenants of their security deposits and pet deposits.

Role of Tenants

In relation to ending a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, it is the responsibility of Tenants to:

- where they wish to end their tenancy, provide the Housing Manager with one month's written notice, which must be signed by the Tenant and set out:
 - the address of the Rental Unit;
 - the date of the notice to terminate the tenancy; and
 - the date the tenancy is to end;
- ensure their responsibilities with regard to ending their Tenancy Agreement Tenancy Agreement w/Option to Purchase are complied with; and
- meet with the Housing Manager to conduct a move-out inspection and complete an Inspection Report.

Move Out Date

Where a Tenant or the Housing Manager has ended a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, the Tenant must vacate the Rental Unit by 12:00 pm on the effective date of the tenancy's termination.

Retention of Security Deposit or Pet Deposit

Where, at the end of a tenancy, the Housing Manager's move-out inspection reveals that the Tenant has:

- caused damage or allowed their pet to cause damage to the Rental Unit that is more than normal wear and tear; or
- failed to leave the Rental Unit in a clean condition,

the Housing Manager may retain the Tenant's security deposit or pet deposit as either full or partial payment for the repairs to that damage or clean-up of the Rental Unit.

Section 3 Procedures

Termination of Tenancy by Tsawout To Offer Rental Unit to a Member with Extenuating Circumstances

Where none of the remaining occupants residing in a Rental Unit are members, and that Rental Unit is subject to a Tenancy Agreement, Tsawout may end that tenancy to offer the Rental Unit to a person who is a member with extenuating circumstances. To end such a tenancy, the Housing Manager must complete a Notice to End Tenancy and deliver it to the Tenant.

Duty to Vacate Following Termination of Tenancy

Where a Tenant or the Housing Manager has ended a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, the Tenant must, before 12:00 pm on the date that the termination of tenancy becomes effective, ensure the Rental Unit is left clean, meaning the Tenant must:

- remove all personal belongings and garbage from the Rental Unit;
- clean, vacuum and shampoo all indoor carpets;
- clean and wash all floor surfaces;
- clean and wash all indoor walls and window surfaces;
- ensure all light fixtures have working light bulbs;
- clean and defrost the refrigerator and freezer;
- clean the stove and oven, and remove all debris from under or behind the stove; and
- clean the washer and dryer inside and out and remove all debris from under or behind washer or dryer.

Move-Out Inspection

Where a Tenant or the Housing Manager has ended a Tenancy Agreement or Tenancy Agreement w/Option to Purchase, the Housing Manager must:

- make reasonable attempts to arrange with the Tenant for a move-out inspection to be completed by both the Housing Manager and the Tenant together at 12:00 pm or soon thereafter on the date that the Tenant is scheduled to vacate the Rental Unit;

- where the Tenant is unable to attend a move-out inspection, document in the Tenant File that the Tenant has declined or is unable to attend the move-out inspection;
- at 12:00 pm or soon thereafter on the date that the Tenant vacates the Rental Unit, complete a move-out inspection, preferably with the Tenant present. If the Tenant cannot be present for a move-out inspection, the Housing Manager must have one other person attend the move-out inspection as a witness. The Housing Manager must ensure that he or she takes photographs of any damage to the Rental Unit and any areas of the Rental Unit that the Tenant has failed to leave in a clean condition;
- complete a move-out Inspection Report, sign it, and ensure that the Tenant or witness to the inspection sign it. Where there has been damage to the Rental Unit, or where the Tenant has failed to leave the Rental Unit in a clean condition, the Housing Manager should ensure the Tenant or witness also signs the back of each photograph of the damage or un-clean conditions acknowledging the date and time that each photograph was taken;
- if a Tenant refuses to sign a move-out Inspection Report, or photographs of damage to their Rental Unit, document the following in the Tenant file:
 - the date that they attempt to obtain the Tenant's signature;
 - the documents that they attempt to obtain the Tenant's signature on;
 - all details relating to their attempt to obtain the Tenant's signature; and
 - a clear statement that the Tenant has refused to sign the move-out Inspection Report, photographs, etc; and
- once an Inspection Report has been completed and signed by the Housing Manager, and preferably also by the Tenant who has moved out, the Housing Manager must:
 - place the original signed copy of the Inspection Report in the Tenant File; and
 - document in the Tenant File, the name of the person who placed the Inspection Report in the Tenant File and the date that the Inspection Report was placed in the Tenant File.

Return of Damage Deposit and Pet Deposit

Within fifteen (15) days of a move-out Inspection Report being completed, the Housing Manager must provide to the Tenant an amount equal to the Tenant's security deposit and pet deposit, provided that:

- the Tenant does not owe arrears in relation to the Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- the Inspection Report indicates the Tenant has not caused any damage to the Rental Unit;
- the Inspection Report indicates the Tenant's pet has not caused any damage to the Rental Unit; and
- the Tenant has left the Rental Unit clean.

Retention of Damage Deposit or Pet Deposit

Where, at the end of a tenancy, the Housing Manager's move-out inspection reveals that the Tenant has:

- owes arrears in relation to their Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
- caused damage to the Rental Unit that is more than normal wear and tear;
- failed to leave the Rental Unit in a clean condition; or
- allowed their pet to cause damage to the Rental Unit,

the Housing Manager must, within seven (7) days of the Tenant vacating the Rental Unit:

- determine whether there is enough documentary evidence in the Tenant File to illustrate that the Tenant:
 - owes arrears in relation to their Tenancy Agreement or Tenancy Agreement w/Option to Purchase;
 - caused damage to the Rental Unit that is more than normal wear and tear;
 - failed to leave the Rental Unit in a clean condition; or
 - allowed their pet to cause damage to the Rental Unit,

- where applicable, determine the amount of those arrears;
- where applicable, obtain a written quote setting out the costs of conducting repairs in relation to the damage to the Rental Unit, or having the Rental Unit cleaned; and
- provide the Tenant with a Notice of Deposit Retention, along with the following documents, where applicable:
 - a Statement of Account;
 - copies of all Inspection Reports in the Tenant's Tenant File; and
 - a copy of the written quote for repairs/cleaning.

Repairs to Rental Unit / Cleaning of Rental Unit

At the end of a Tenancy, where the Housing Manager has determined that a Rental Unit is damaged or not left in a clean and sanitary condition, the Housing Manager is responsible for:

- ensuring the Rental Unit is cleaned prior to the next Tenant taking possession of the Rental Unit;
- as soon as is practicable, managing repairs to any damage caused to the Rental Unit; and
- ensuring that copies of all receipts for repairs and cleaning to the Rental Unit are maintained.

Refusal to Vacate Following Termination of Tenancy

Where the Housing Manager has served a Notice to End Tenancy or Notice of Eviction on a Tenant and the Tenant refuses to vacate the Rental Unit by the date and time set out in the respective notice:

- Tsawout will consider any personal belongings remaining in the Rental Unit to have been abandoned by the Tenant and/or occupants;
- the Housing Manager must contact the police and have all individuals and personal belongings in the Rental Unit removed by Tsawout with the police present to keep the peace; and
- Tsawout will dispose of any personal belongings remaining in the Rental Unit in a manner that they deem appropriate, which may include selling them to assist in paying for the costs of Tsawout' time in dealing with the abandoned items.

POLICY 8: ASSIGNMENT OF TENANCY AGREEMENT W/OPTION TO PURCHASE

Section 1 Purpose

The purpose of this Policy is to set out specific rules and procedures that apply to when Council will approve the assignment of a Tenancy Agreement w/Option to Purchase.

Section 2 Policy

Council Consent Required for Valid Assignment of Tenancy Agreement w/Option to Purchase

Generally, a Tenancy Agreement w/Option to Purchase is not subject to assignment or sublet. However, Council may waive the non-assignment clause. Council’s written consent is required for all assignments of a Tenancy Agreement w/Option to Purchase.

Form of Assignment of Tenancy Agreement w/Option to Purchase

Council must not approve any assignment unless it is in Form P: Assignment of Tenancy Agreement w/Option to Purchase, as set out in Appendix “A” – Forms to this Manual.

Eligibility to be Assignor in an Assignment of Tenancy Agreement w/Option to Purchase

A person is eligible to be the assignor of an Assignment of Tenancy Agreement w/Option to Purchase if that person:

- is the sole Tenant named in the Tenancy Agreement w/Option to Purchase, or if there is more than one Tenant, both Tenants are acting together as assignor; and
- is in good standing with regard to the Tenancy Agreement w/Option to Purchase, unless the assignee has agreed to undertake the outstanding obligations of the assignor.

Eligibility to be Assignee in an Assignment of Tenancy Agreement w/Option to Purchase

A person is eligible to be the assignee of an Assignment of Tenancy Agreement w/Option to Purchase if that person:

- is a member of the Tenant’s immediate family (grandparent, parent, brother, sister, child or grandchild);
- does not owe any arrears or debt to Tsawout;

- in accordance with the *STÁUTW First Nation Membership Law, Ratified June 25, 2013*, is a registered member of Tsawout and their name is on the Tsawout membership list; and
- provides proof to the Housing Manager showing their capacity to comply with the financial terms of the Tenancy Agreement w/Option to Purchase.

Section 3 Procedures

Request for Assignment of a Tenancy Agreement w/Option to Purchase

A Tenant who cannot fulfill their obligations under a Tenancy Agreement w/Option to purchase and who wishes to assign their rights, interests and obligations under that agreement to another member may request approval of that assignment by providing the Housing Manager with an Application for Social Housing - CP Holders on which Parts 1 though 7 are completed by their proposed assignee.

Assessment of Request for Assignment of Tenancy Agreement w/Option to Purchase

Where the Housing Manager receives from a Tenant a request for assignment of their Tenancy Agreement w/Option to Purchase, the Housing Manager must, within two weeks of receiving that request:

- work with the Finance Manager, the membership clerk, and where necessary the proposed assignee, to determine whether the proposed assignee meets the minimum eligibility requirements to participate in the Section 95 Program;
- meet with the proposed assignor and proposed assignee to advise them of whether the proposed assignee meets the minimum eligibility requirements to participate in the Section 95 Program; and
- where the proposed assignee does not meet the minimum eligibility requirements to participate in the Section 95 Program, provide them with reasons for why they do not meet those minimum requirements if that is the case.

Preparation of Assignment of Tenancy Agreement w/Option to Purchase & Instructions to the Proposes Assignee and Assignor

Where the Housing Manager assess that a proposed assignee meets the minimum eligibility requirements to participate in the Section 95 Program, the Housing Manager must:

- meet with the proposed assignor and the proposed assignee to:
 - review the proposed assignor’s standing with regard to the Tenancy Agreement w/Option to Purchase (i.e. is there outstanding rent to be paid or damage to be fixed), and
 - confirm with the proposed assignee that they are willing and able to complete the assignor’s outstanding obligations under the Tenancy Agreement w/Option to Purchase prior to the date that the proposed assignment is to take effect;
- where the assignee states they are willing and able to complete the assignor’s outstanding obligations under the Tenancy Agreement w/Option to purchase prior to the date that the proposed assignment is to take effect:
 - prepare an Assignment of Tenancy Agreement w/Option to Purchase and provide copies of it to the proposed assignor and proposed assignee, along with a copy of the signed Tenancy Agreement w/Option to Purchase; and
 - instruct the proposed assignor and proposed assignee to:
 - bring the Assignment of Tenancy Agreement w/Option to Purchase, and the Tenancy Agreement w/Option to Purchase, either to a notary public or to their own legal counsel for execution, and
 - return the executed Assignment of Tenancy Agreement w/Option to Purchase to the Housing Manager once it has been executed by both parties; and
 - advise the proposed assignor and proposed assignee that once the Housing Manager receives copies of the Assignment of Tenancy Agreement w/Option to Purchase that are executed by both of them, that:
 - the Housing Manager will put the matter before Council for their approval, and that until such approval is obtained, the assignment is not valid,
 - where Council approves the assignment, the assignment will be subject to the proposed assignee completing the assignor’s

outstanding obligations under the Tenancy Agreement w/Option to Purchase and the date by when that condition must be met, and

- if the assignee does not complete the assignor's outstanding obligations under the Tenancy Agreement w/Option to Purchase prior to the date that the proposed assignment is to take effect, the assignment will be deemed invalid.

Council Review and Approval of Assignment of Tenancy Agreement w/Option to Purchase

Where the Housing Manager has received an Assignment of Tenancy Agreement w/Option to Purchase that is executed by both the assignor and the assignee, which signatures must be witnessed either by a person who is a member of the Society of Notaries Public of British Columbia pursuant to the *Notaries Act* [RSBC 1996] Chapter 334 or by a lawyer who is a member of the Law Society of British Columbia pursuant to the *Legal Profession Act* [SBC 1998] Chapter 9, they must put that proposed assignment before Council with a request for Council's approval.

Council must make a decision on whether to approve the Assignment of Tenancy Agreement w/Option to Purchase, which approval cannot be unreasonably denied.

POLICY 9: RENTAL PAYMENT RATES AND INCREASES

Section 1 Purpose

The purpose of this policy is to ensure a fair and universal process is applied to Council decisions in relation to an increase of rental payment rates.

Section 2 Policy

Rental Payment Rates

Tsawout must:

- set the rental payment rate for every Rental Unit, and the rates for similar Rental Units must be the same regardless of whether the Rental Unit is subject to a Tenancy Agreement or Tenancy Agreement w/Option to Purchase and regardless of whether the Tenant is working or on social assistance; and
- maintain a chart setting out the rental payment rates for each Rental Unit.

Rental Payment Rate Increases

The Housing Manager must provide Tenants at least two months written notice of any changes regarding an increase in a Tenant's rental payment rate.

The Housing Manager must not impose an increase in a Tenant's rental payment rate for any Tenancy Agreement or Tenancy Agreement w/Option to Purchase:

- for at least twelve months after the commencement of the Tenancy Agreement or Tenancy Agreement w/Option to Purchase; or
- within twelve months from the last date that Tsawout imposed an increase in the Rental Payment.

The Housing Manager may impose an increase in the Rental Payment only up to an amount equal to 5.0% of the existing rental payment set out in a Tenancy Agreement or Tenancy Agreement w/Option to Purchase at the time the increase is imposed.

Rental Payment Rate Increase Must be Universal

If Council approves a rental payment rate increase, the increase must be applied universally, meaning that it must be applied to all Rental Units as soon as is possible within the terms of each individual Tenancy Agreement or Tenancy Agreement w/Option to Purchase.

Council Approval and Documentation of Council Approval Required

Council must approve every rental payment rate increase and such approvals must be documented in the Council minutes.

Section 3 Procedures

Request to Council Regarding an Increase in Rental Payment Rates

Where the Housing Manager wishes to increase rental payment rates, the Housing Manager must make a written request to Council, which must be accompanied by:

- a report that sets out the following information for the previous 12 months:
 - the Housing Department budget;
 - the revenue received by Tsawout in rental payments;
 - the costs of maintaining all Rental Units and administering all Housing Department programs and services;
 - a total of:
 - the amount of money received by Tsawout as a subsidy for its housing programs and services, and
 - the amount of money received by Tsawout in Rental Payments; and
 - a calculation of the Annual Costs minus the Annual Incoming Revenue, which will set out the amount of Annual Costs that are currently being subsidized by other revenue sources of Tsawout (and which could be off-set by an increase in rental payment rates);

SAMPLE REPORT

Cost of Rental Unit Maintenance in last 12 months	\$10,000
Cost of Administering Housing Manager Programs and Services	\$42,000
Total of Costs	\$52,000
Incoming Rental Payments in last 12 months	\$12,000
Money received in last 12 months as subsidy for Administering Housing Manager Programs and Services	\$20,000

Total Incoming Revenue	\$32,000
Total Costs Minus Annual Incoming Revenue	\$20,000

Council Decision on Rental Payment Rate Increase

Where the annual costs of maintaining all Rental Units and administering all Tenancy Agreements and Tenancy Agreements w/Option to Purchase is more than the sum of those moneys received by Tsawout on an annual basis including money received:

- as a subsidy for its housing programs and services; and
- in received Rental Payments,

Council may approve an increase in rental payment rates.

Council must document their decision in the Council minutes.

Notice to Tenants of Rental Payment Increase

Where Council has approved an increase in rental payment rates, the Housing Manager must:

- complete and make a copy of a Notice of Rental Payment Rate Increase for each Tenant;
- deliver to each Tenant to which the rental payment rate increase applies their individualized, completed Notice of Rental Payment Rate Increase; and
- place the copy of the completed Notice of Rental Payment Rate Increase in the file of each Tenant to whom it was delivered with a notation on it stating the date that it was delivered to the Tenant and the method of that delivery.

POLICY 10: REPAIRS TO RENTAL UNITS AND RENOVATION FUNDING PROGRAMS

Section 1 Purpose

The purposes of this policy are:

- to provide Tenants with a thorough understanding of the requirements that must be met before repairs or renovations to a Rental Unit may be conducted; and
- to provide a consistent approach when dealing with:
 - repairs or renovations to Rental Units; and
 - requests for funding to assist with renovations to privately-owned homes.

Section 4 Policy

Parties Involved in Ending a Tenancy Agreement

The parties involved in repairs and maintenance to either a Rental Unit or privately-owned house may include: the Tenant, the private home owner, the Housing Manager, CMHC, INAC.

Role of Tenant

In relation to repairs and renovations to a Rental Unit, the Tenant is responsible for:

- where repairs or renovations are required, completing an Application for Repairs or Renovation Funding and providing it to the Housing Manager;
- at the request of the Housing Manager, completing any paperwork required by CMHC or INAC to assess the availability of funding for those repairs or renovations;
- providing access to inspectors who are appointed by either CMHC or INAC to assess the necessity of the requested repairs or renovations; and
- providing access to contractors who are hired by Tsawout to conduct the repairs or renovations.

Role of Private Home Owners

In relation to repairs and renovations to a privately-owned home, the private home owner is responsible for:

- where repairs or renovations are required, completing an Application for Repairs or Renovation Funding and providing it to the Housing Manager;
- at the request of the Housing Manager, completing any paperwork required by CMHC or INAC to assess the availability of funding for those repairs or renovations;
- providing access to inspectors who are appointed by either CMHC or INAC to assess the necessity of the requested repairs or renovations;
- where the costs of repairs or renovations are not covered 100% by funding provided by CMHC or INAC, paying to Tsawout the additional costs relating to the repairs or renovations; and
- providing access to contractors who are hired by Tsawout to conduct the repairs or renovations.

Role of Housing Manager

In relation to repairs and renovations, the Housing Manager is responsible for:

- managing and reporting to Council on budgetary matters as they relate to repairs and renovations;
- knowing and understanding the CMHC and INAC processes and requirements for access to funding that may assist in covering the costs of repairs or renovations to houses on-reserve;
- receiving an Application for Repairs or Renovation Funding from either a Tenant or private home owner;
- working with the Tenant or private home owner to complete any paperwork required by CMHC or INAC to assess the availability of funding for the requested repairs or renovations;
- coordinating with the Tenant or private home owner and CMHC or INAC to ensure that the inspectors who are appointed by either CMHC or INAC have access to the Rental Unit or privately-owned house to assess the necessity of the requested repairs or renovations;

- where the costs of repairs or renovations to a Rental Unit are not covered 100% by the funding provided by CMHC or INAC, or where funding is denied by CMHC or INAC, assessing whether Tsawout Funds are available to cover the additional or whole cost of the repairs or renovations;
- where the costs of repairs or renovations to a privately-owned home are not covered 100% by the funding provided by CMHC or INAC, or where funding is denied by CMHC or INAC, working with the private home owner to determine whether they have the funds to cover the additional or whole cost of the repairs or renovations;
- where full funding is available for the whole cost of repairs or renovations, hiring contractors to conduct those repairs or renovations and overseeing the conduct of those repairs or renovations; and
- reporting to CMHC and INAC with regard to funding received by them for the conduct of repairs or renovations.

Role of CMHC

In relation to repairs and renovations, CMHC is responsible for:

- setting the criteria and rates for available CMHC funding to Tsawout for repairs and renovations to housing on-reserve;
- providing Tsawout with information regarding any paperwork required by CMHC to assess the availability of funding for the requested repairs or renovations;
- appointing an inspector to assess whether requested repairs or renovations meet the criteria for funding from CMHC;
- making all decisions on whether to approve or deny applications for CMHC funding;
- where funding is approved, working with the Housing Manager to manage the payment of funds from CMHC to contractors; and
- providing the Housing Manager with the specific reporting that the Housing Manager must provide to CMHC with regard to funding received for the conduct of repairs or renovations.

Role of INAC

In relation to repairs and renovations, INAC is responsible for:

- setting the criteria and rates for available INAC funding to Tsawout for repairs and renovations to housing on-reserve;
- providing Tsawout with any paperwork required by INAC to assess the availability of funding for the requested repairs or renovations;
- reviewing reports from health inspectors regarding whether requested repairs or renovations meet the criteria for funding from INAC;
- reviewing reports from health inspectors regarding whether requested repairs or renovations meet the criteria for funding from INAC for mould renovations;
- appointing an inspector to assess whether requested repairs or renovations meet the criteria for funding from INAC for regular renovation funding;
- making all decisions on whether to approve or deny applications for INAC funding;
- where funding is approved, working with the Housing Manager to manage the payment of funds from INAC to contractors; and
- providing the Housing Manager with the specific reporting that the Housing Manager must provide to INAC with regard to funding received for the conduct of repairs or renovations.

Reimbursements for Money Spent by a Tenant on Repairs or Renovations to a Rental Unit

The Housing Manager **MUST** authorize all repairs and renovations to Rental Units.

Where a Tenant, or person instructed by a Tenant, conducts repairs or renovations on a Rental Unit without the approval of the Housing Manager, Tsawout must not reimburse that person for those repairs or renovations for any reason. Rather, such repairs or renovations will be deemed in-kind donations to Tsawout.

Financing Available Through Tsawout for Repairs or Renovations to Privately-Owned Houses

Tsawout financing is **not** available for repairs or renovations to privately-owned houses. The owner of a privately-owned house is fully responsible for all costs of repairs or renovations that are not covered by funding from either CMHC or INAC.

Financing Available Through Tsawout for Repairs to Rental Units and the Replacement of Major Capital Items in a Rental Unit (Replacement Reserve Funds)

When Tsawout enters into an agreement with CMHC to construct a new house on-reserve, such agreement requires that Tsawout make contributions to a Replacement Reserve Fund on an annual basis for the duration of the mortgage. Replacement Reserve Funds go into one account and at the end of each stage of the mortgage, the money that has been contributed to the Replacement Reserve Fund during that stage of the mortgage is released to Tsawout and may be used to cover the costs of repairs or replacement of major capital items, such as major building and property components, services and systems and project facilities and equipment.

Tsawout will **NOT** approve the use of money from the Replacement Reserve Fund to conduct repairs or replace capital items in houses where a Tenant owes rental arrears, unless:

- they are major repairs that create a risk to human health or safety; or
- they are major repairs that create a risk to the structural well-being of the Rental Unit.

Once the mortgage on a house has been discharged there is no obligation for Tsawout to continue contributing to the Replacement Reserve Fund. However, in ideal circumstances Tsawout will continue to make such contributions so that there is always money available for repairs where they are needed.

INAC Funding Available for Renovations to Rental Units and Privately-Owned Houses

Currently, INAC makes subsidies available for home renovations and mould rehabilitation on-reserve. However, there is no guarantee that these subsidies will continue to be available or that requests for such funding will be granted. If this funding does continue to be available there is also the possibility that INAC may change the criteria for them. As of August 2018, INAC offers subsidies as follows:

Renovation Subsidy: The renovation subsidy may be available in relation to a Rental Unit or a privately-owned home. The maximum allowable renovation subsidy is fifty per cent of a new home subsidy. Where renovation costs exceed the renovation subsidy amount, the owner of a home on-reserve must arrange for other financing to cover the balance. The following criteria must be met for a project **to be eligible** for renovation subsidies:

- the home must be at least ten years old;
- the home must not have received INAC housing subsidies (new home or renovation) within the last ten years;

- renovations must extend the structural and/or mechanical life expectancy of the home by at least fifteen years;
- work must meet or exceed BC Building Code standards; and
- energy efficiency-type proposals are considered case-by-case, subject to the scope of work, estimated increase in asset life expectancy and available INAC funding.

The following are **not eligible** for INAC renovation subsidies:

- lot servicing and hook-ups for road access, water, sewer, septic and electrical services;
- cosmetic repairs (such as interior flooring, moulding, fixtures and painting) and other non-structural items (possible exceptions are cosmetic repairs required in the course of INAC approved renovations, such as mould remediation work); or
- homes receiving CMHC's Section 95 Social Housing Program funding are not generally eligible for INAC renovation subsidies.

Mould Renovation Subsidy: Mould renovations are more complicated and can be more costly than regular renovations, therefore INAC BC Region may approve up to twice the renovation subsidy amount for eligible mould remediation project costs.

New Approach for Housing Support: Housing subsidy amounts are based on the particular geographic and economic characteristics of a First Nation community. There are four different kinds of INAC subsidies available through the Housing Subsidy Program:

- New home construction or purchase subsidies provided for the construction or purchase of permanent homes located on-reserve.
- Renovation subsidies for renovations that extend the structural and/or mechanical life expectancy of the home by at least fifteen (15) years. The maximum allowable renovation subsidy is fifty per cent (50 per cent) of a new home subsidy
- Mould renovation subsidies assist First Nations with mold remediation which can be more complicated and can be more costly than regular renovation. The maximum allowable subsidy for mould renovation is up to the full new home subsidy amount.

- Building inspection subsidies assist with building inspection costs incurred during construction, purchase or renovation

CMHC Funding Available for Renovations to Rental Units and Privately-Owned Houses

Under the ***Home Adaptations for Seniors Independence Program (HASI)***, CMHC offers financial assistance, in the form of a forgivable loan of up to \$3,500 for minor home adaptations to on-reserve properties in order to extend the time that low-income seniors can live in their own homes independently. A forgivable loan means that it must only be repaid if the occupant fails to reside in the home for a period of six months following the renovations.

First Nations and First Nation members living on-reserve may qualify for HASI assistance as long as the occupant of the dwelling where the adaptations will be made uses the dwelling as their permanent dwelling, is 65 and over and has difficulty with daily living activities brought on by ageing. In addition, the total household income for the Rental Unit must be at or below a limit set by CMHC.

The adaptations that can be funded under HASI must be minor items that are permanent and fixed to the dwelling including: handrails; easy-to-reach work and storage areas in the kitchen; lever handles on doors; walk-in showers with grab bars; bathtub grab bars and seats.

Under the ***RRAP for Persons with Disabilities On-Reserve*** program, CMHC offers financial assistance to First Nations and First Nation members to undertake accessibility work to modify dwellings occupied or intended for occupancy by low-income persons with disabilities. To access such funding, the total household income must be at or below the established income threshold for the Tsawout area and the property must meet minimum health and safety standards. Such assistance is in the form of a forgivable loan. Assistance is provided for one hundred per cent (100%) of the total cost of the modifications up to the maximum loan amount of \$19,000 and occupants must continue to occupy the home for a five year period following the date the loan is granted.

Section 5 Procedures

Application for Repairs to Rental Unit or Renovation Funding for Either a Rental Unit or Privately-Owned Home

A person who wishes to have repairs or renovations completed on a Rental Unit, or access funds to renovate their privately-owned home, must complete an Application for Repairs or Renovation Funding and provide it to the Housing Manager.

Working with Private Home Owner to Assess Application and Prepare a Funding Application to CMHC / INAC

Where an Application for Repairs or Renovation Funding is received from a private home owner, the Housing Manager must:

- meet with the private home owner and review possible CMHC or INAC funding with them;
- work with the private home owner to determine whether the possible CMHC or INAC funding will cover the complete cost of the repairs or renovations to which the application relates;
- where the complete cost of the repairs or renovations to which the application relates amounts to more than the possible funding available from CMHC or INAC, either:
 - confirm with the private home owner that they have the funds to cover the additional cost of the repairs or renovations, or
 - encourage the private home owner to revise their application so that where funding is provided by CMHC or INAC, the amount of the funding covers the complete cost of the repairs or renovation; and
- where the total costs of the repairs or renovations may be covered by either CMHC funding, INAC funding, funds provided by the private home owner, or any combination thereof, working with the private home owner to complete a funding application to either CMHC or INAC, as applicable;
- work with CMHC or INAC and the private home owner to ensure any necessary inspections are completed for their assessment of the funding application; and
- obtain confirmation from CMHC or INAC regarding whether they will provide funding and provide such information to the applicant.

Working with Tenant to Assess Application and Prepare a Funding Application to CMHC / INAC

Where an Application for Repairs or Renovation Funding is received from a Tenant, the Housing Manager must:

- meet with the Tenant and review possible CMHC or INAC funding with them;
- determine whether possible CMHC or INAC funding will cover the complete cost of the repairs or renovations to which the application relates;

- where the complete cost of the repairs or renovations to which the application relates amounts to more than the possible funding available from CMHC or INAC, assess whether funding is available from Tsawout for those repairs or renovations;
- work with CMHC or INAC and the private home owner to ensure any necessary inspections are completed for their assessment of the funding application; and
- obtain confirmation from CMHC or INAC regarding whether they will provide funding and provide such information to the applicant.

Assessing Availability of Tsawout Funds for Repairs or Renovations to a Rental Unit

Where the costs of repairs or renovations to a Rental Unit are not likely to be covered 100% by the possible funding provided by CMHC or INAC, the Housing Manager must:

- assess whether Tsawout funds are available to cover the additional or whole cost of the repairs or renovations;
- where Tsawout Funds are available, approve the use of those Tsawout Funds to conduct the repairs or renovations only if either:
 - the Tenant does not owe rental arrears to Tsawout,
 - they are major repairs, or the replacement of a major capital item, AND are necessary because not completing them will create a risk to human health or safety; or
 - they are major repairs, or the replacement of a major capital item, AND are necessary because not completing them will create a risk to the structural well-being of the Rental Unit.

Hiring and Management of Contractors

Where full funding is available for the whole cost of repairs or renovations, the Housing Manager must:

- where the repairs or renovations are partially funded by a private home owner, obtain those funds from the private home owner to be paid out to the contractors;
- hire contractors to conduct the repairs or renovations, in consultation with the private home owner, where applicable; and
- oversee the conduct of the repairs or renovations, which includes ensuring the contractor is not paid in full until after a walk-thru inspection has been completed

by the Housing Manager to ensure the repairs were done to the Housing Manager's expected standards.

Reporting to CMHC and INAC

The Housing Manager or someone appointed by the Housing Manager must report to CMHC and INAC with regard to funding received by them for the conduct of repairs or renovations, as required by CMHC or INAC, respectively.