



**LOWER KOOTENAY BAND**

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# **Rental Housing Administration Policy**

**January 2015**

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## 1. Glossary of Terms

As used in this rental housing administration policy manual, the following definitions will apply:

**“Applicant”** means a person who is applying for rental housing assistance.

**“Arrears”** refers to housing-related payments owed to the Lower Kootenay Band and not yet received.

**“Band”** means the Lower Kootenay Band unless indicated otherwise.

**“Band Member or member”** means a member of the Lower Kootenay Band whose name appears on the band membership list maintained by the Lower Kootenay Band.

**“Band-Owned House”** means a house, or other residential property owned and administered by the Lower Kootenay Band.

**“Council”** means the Chief and Council of the Lower Kootenay Band.

**“Certificate of Possession”** means a formal granting of property to a Member giving them exclusive occupation and sole responsibility for the care and maintenance of it.

**“Default”** means to be in arrears or owing housing-related payments to the Lower Kootenay Band.

**“Domestic Contract”** means an agreement between spouses that deals with their real property in case of marital breakdown or death. This can include pre-nuptial, separation or divorce.

**“Eviction”** refers to the action taken by the band to remove a tenant from a band-owned house for failure to live up to the conditions of their tenancy rental agreement.

**“Garnishee”** means a legal process of collecting debts through a person’s wages, etc..

**“Household Income”** means the aggregate gross income, in whatever form received, of all members of the household.

**“Housing Administration”** is the department responsible for managing the CMHC-funded social housing units and LKB owned rental units.

**“Housing Unit”** means the home or house occupied by the rental tenant.

**“Proof of Income”** is the requirement for the tenant to supply the housing administration with documentation to verify annual income of the household and can include T-4’s, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the housing administration.

**“Rent”** means the amount paid or required to be paid monthly by a tenant/occupant to the Lower Kootenay Band for the right to occupy a band-owned house.

**“Rent to Own”** is the option for the tenant of a band-owned house subject to meeting specific terms and conditions as set out in this Rental Housing Administration Policy.

**“Tenancy Rental Agreement”** means a written tenant rental agreement between the Lower Kootenay Band, administered by the housing administration and a tenant for the right to occupy a band-owned house, and includes any renewal of such an agreement.

**“Tenant”** means a person who enters into a tenancy rental agreement with the housing administration and who pays rent or is required to pay rent in return for the right to occupy a band-owned house.

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## **2. General Policy**

The principal housing mandate of the Lower Kootenay Band is to provide adequate, safe and affordable housing for use by its membership.

The Lower Kootenay Band will administer and manage the CMHC-funded Social Housing and LKB owned housing program in conjunction with Band policy and the CMHC Operating Agreement. This policy applies to both the CMHC-funded program and LKB rental units unless stated otherwise.

The Lower Kootenay Band recognizes that houses built under the CMHC-funded program will be on a rent-to-own basis. This means, upon successful completion of all mortgage payments for the project and when all terms of the rental tenancy rental agreement are met, Chief and Council, by Band Council Resolution, may transfer ownership of house and property to the tenant.

## **3. Objectives**

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

The objectives of the housing policy are:

- To respond to the demand and need for adequate housing services by prioritizing and allocating housing assistance in a fair and equitable manner;
- To protect and enhance the community's investment in housing;
- To share the responsibility for housing between the Lower Kootenay Band government and the members;
- To keep band members informed of the goals and priorities of community housing plans and their achievement, and to provide a means for members to appeal decisions which they feel may be unfair or in violation of the rental housing policy;
- To protect and extend the life of existing housing through maintenance, insurance and renovation policies which responds to the needs of community members; and
- To promote community wellness and responsibility for housing through community involvement, training, client counselling and rent payments.

## **4. Amendments to Policy**

Any amendments to this rental housing policy must be approved by Chief and Council and the decision of Council shall be final. Council may consult with the Housing Committee and the housing administration and/or band membership by way of a community meeting to determine the nature of any proposed amendments, additions or modifications.

Housing policy amendments will only be considered every four years unless there are extraordinary reasons for changes to be made.

## **5. Roles and Responsibilities**

### **5.1 Band Membership**

As members of the Lower Kootenay Band, each person has a responsibility to contribute their views on how housing should be administered in the community. Band members play a role by providing input into the development of policies. This can be done at community meetings, at Housing Committee meetings, at Council meetings dealing with housing, by writing a letter to Council, and in talking with housing staff.

Band members also have a responsibility to support the decisions made by the people and by their Chief and Council. Members must recognize that while some decisions may not appear to be good for a certain person or family, they are necessary for the good of the community.

### **5.2 Chief and Council**

As elected members of the Lower Kootenay Band government, the Chief and Council are the policy-making body for all activities related to providing public services to band members. By its election, Council is mandated to establish, implement, and administer policies as required to provide good government for the community. In developing policies, Council has a responsibility to obtain the views of the people and to consider those views. However, it is the elected Council that decides what policies are accepted and enforced.

Chief and Council can delegate the function of policy development to others, such as individuals, a housing committee, housing administration or external resources. However, Council retains the responsibility of reviewing the recommended policies and approving those policies for implementation on the reserve. Following the approval of new policies, Council also has the responsibility of ensuring community members are made aware of new policies and how they are to be implemented. On an annual basis, Chief and Council have a responsibility to inform members of the overall status of the housing portfolio and what the priorities for the following years will be.

Chief and Council are responsible to oversee the operations of the rental housing administration. This means that Council ensures that the financial controls are in place and that the housing administration reports back to Council on a regular basis, as determined by Council.

Council will act as the Appeal Board for appeals relating to housing matters.

Council will require the housing administration to provide an annual report with an audited financial statement of its revenues and expenditures. This report will be made available to all members.

### **5.3 Housing Committee**

The Lower Kootenay Indian Band Housing Committee is an advisory committee established by Council. Committee members will be appointed by Council in accordance with Committee Terms of Reference approved by Council.

The Housing Committee shall be comprised of five (5) members; an elder, a youth, 2 community members (one of whom is not an LKB member). One member of Council who is neither a youth nor elder will sit as a non-voting member.

The role of the Housing Committee will be to:

- Make recommendations about policy and procedures,
- Communicate program information on policy and procedures, activities and new developments to the membership,
- Report program activities to Chief and Council and the membership,
- Identify community needs pertaining to housing,
- Make recommendations on priorities for the housing budget including renovations,
- Review housing applications for new tenant selection and make recommendations to the Housing Coordinator on who should be approved,
- Review rent arrears and make recommendations on addressing them.

### **5.4 Tenants**

Tenants will be required to sign tenancy rental agreements with the housing administration. They are responsible to live up to the conditions of that agreement which include:

- To pay rent when it is due,
- To provide proof of income, when required,
- To carry out minor maintenance and repairs,
- To repair damages to the property which were caused by his/her willful or negligent conduct by the tenant(s) and/or their guests,
- To report any deficiencies with the house or property to the housing administration,
- Not to perform illegal acts or to carry on an illegal trade, business or occupation in the housing unit or on the property,
- To pay for utility costs,
- To obtain fire insurance for personal contents, and
- To advise the rental housing administrator of all planned prolonged absences from the house.

### **5.5 Housing Coordinator**

The Housing Coordinator works closely with the Housing Committee and the Band Council in overseeing the operating, maintenance and administration budgets, rent payments, housing waiting lists, unit files and general administration, as well as coordinating and causing routine and extraordinary maintenance to be carried out and is responsible for:



### General Financial Management of the Project by:

- Establishing with the tenant the monthly rent as per the proof of income/income declaration documents,
- Compiling a monthly rental delinquency list and reporting to the Housing Committee any problems that arise in the collection of rents, or any willful damage to the property,
- Preparing annual operating budgets,
- Establishing and maintaining a separate file for each tenant,
- Obtaining three mortgage renewal quotes on mortgages coming up for renewal, determine the best interest rate and notifying CMHC,
- Regularly reviewing entire operation to determine budget adjustments and making recommendations to the Housing Committee,
- Maintaining the replacement reserve fund and keeping track of remaining useful life of replacement reserve items,
- Reviewing annually all insurance policies to determine whether they are adequate and whether the most economic premium has been obtained,
- Preparing all necessary annual reports to CMHC and Band Council, and
- Preparing in collaboration with the Director of Operations, Housing Committee, Band Council, AANDC, and CMHC advisors of all the special survey forms, documents required for planning, application and administration of New Housing projects.

### The general operation and maintenance of the project by:

- Making periodic inspection tours with tenants as well as making unit inspections upon tenant move-in/out to determine what is tenant damage or reasonable wear and tear; arrange for cleaning of the unit if necessary to ensure that it is in good condition for new tenants,
- Receiving maintenance and repair reports and requests from the various tenants and arranging for the necessary tradesmen to do the repairs and/or maintenance;
- Preparing and putting out tender calls and negotiating various maintenance and service contracts with subcontractors,
- Inspecting work in progress and final work of all contractors and maintenance personnel, and
- Establishing and maintaining a separate maintenance file for each unit.

### The needs and responsibilities of the tenants of the rental property by:

- Taking applications from potential tenants and reporting to the Housing Committee,
- Conducting annual income declaration and rent review with tenants as necessary as a result of changes to income, and
- Completing tenant counselling to assist them in identifying and solving their housing problems (e.g. arrears, tenant damage, etc.).

The occasional replacement of capital items for the rental property by:

- Reviewing with the help of advisors when such appliances as refrigerators, stoves, washers and dryers require replacement and reporting to the Housing Committee,
- Reviewing with the help of a certified housing inspector the general condition of other capital items such as furnace, roofs, carpets, etc.,
- Reviewing with the help of the Environmental Health Officer the general condition of other capital items such as septic tanks and septic fields, and
- Obtaining the approval of CMHC to use funds from the Replacement Reserve, and making arrangements for the replacement of capital items.

## **5.6 Finance Office**

- Collecting, recording and depositing rent monies as they are received,
- Reviewing invoices for payment and preparing cheques,
- Preparing monthly financial statements,

## **6. Tenant Selection Process**

To ensure fair and equal consideration to all applicants for the rental housing program, tenant selection shall be based on the following criteria:

- An applicant must be 18 years or older and a member of the Lower Kootenay Band (if no qualified member has applied, a non-member may be considered),
- An applicant may not be in arrears on any debt to the band, unless there is a repayment agreement in place and the tenant has repaid a minimum of 50% of the debt or at least six consecutive payments have been made,
- The housing department will use a point-rating guide to determine the applicant's need/priority status for housing,
- A credit check will be completed when determining qualification for housing assistance; applicants must provide authorization to the Band to complete a credit check,
- The applicant(s) must demonstrate their ability to pay for the cost of their housing by providing proof of income documentation as required by the housing administration,
- Provide an acceptable reference from a previous landlord (where applicable), and
- Provide a damage deposit equivalent to 50% of the established rent.

Each applicant must complete a housing application form, a copy of which is attached as Appendix 'A'. The application will have information including, but not limited to:

- Family unit size;
- Current residence and conditions therein;
- Preferred location for housing;
- The need for disabled accessibility (where applicable); and
- Ability to pay rent and other related costs (e.g. heat, water).

Each applicant must participate in a personal interview with the housing administration.

## 6.1 Housing Priorities

Housing priorities will be established annually by the Housing Committee, in consultation with the housing administration, and approved by Chief and Council. These priorities will be used as a guide to ensure that the Lower Kootenay Band responds to the overall housing needs of the community with a systematic approach.

## 6.2 Application Process

Housing applications shall be submitted to the housing administration. The housing administration shall maintain an accurate record of all applications received, which shall be presented to the Housing Committee on a quarterly basis, or as needed.

### Selection Criteria – Point Rating Guide

The housing administration will review active applications and select the members who will receive rental housing according to selection criteria set out in a point rating guide. These criteria will be used to select tenants on the basis of need, in accordance with the rental housing policy and with the community housing plan. The selection criteria used to determine priorities for rental housing is attached as Appendix 'B'.

### Record of Applications Received

The housing administration will keep a written record of its review of applications and the reasons for selecting or rejecting applicants. This information will be kept on file in the event that a decision is appealed. All housing applications will be kept on file for a maximum period of five (5) years.

Applicants are responsible to update their application **annually** at the beginning of each calendar year. Applications not updated annually will be considered inactive and will be removed from the file.

### Applicants with Rental Arrears

Any applicant with rental arrears and/or outstanding accounts with the Lower Kootenay Band will not be considered for the rental housing program until the outstanding accounts are paid in full or a suitable repayment arrangement has been made with the housing administration.

This includes arrears on water/sewer charges, housing or other types of Band administered fees-for-service or loans.

### Change in Family Unit Size

If the family unit size changes, the Housing Committee may review the tenancy rental agreement to determine continued eligibility and/or suitability of the rental property for the family unit.

### **6.3 Tenancy Rental Agreement**

After selection has been made, a second personal interview will be completed with the applicant(s). The housing administration will review the tenancy rental agreement in detail with the applicant(s). The agreement shall be signed by the tenant and witnessed by the housing administration. A photocopy will then be issued to the tenant and the original filed in the unit tenant correspondence file. A copy of the tenancy rental agreement is attached as Appendix 'C'.

### **6.4 Tenant Counselling**

Tenant counselling sessions on budgeting and maintenance will be held with new tenants by the housing administration. Counselling services will also be available to the tenant, as needed, for the duration of the tenancy rental agreement.

## **7. Appeal Process**

Any tenant of the Lower Kootenay Band may appeal housing decisions which directly affect them.

### **7.1 Appeal Committee**

An Appeal Board will hear tenant appeals. The Lower Kootenay Band Council will act as the Appeal Board.

### **7.2 Submitting an Appeal**

Band members may submit an appeal, in writing, to the Director of Operations within ten (10) days of being notified of the decision regarding their application for rental housing. The appeal must include information on why the applicant feels the decision should be reconsidered. The Director of Operations will conduct an administrative review by discussing the decision with the Housing Committee and Housing Coordinator and by reviewing relevant policy. The Director of Operations will advise the appellant of his/her decision within ten (10) working days of receiving the appeal. If the Appellant agrees with this decision, they will confirm their agreement in writing and the appeal is closed.

If the Appellant does not agree with the decision of the Director of Operations; they may continue the appeal by writing a letter to the Appeal Board within 10 working days of the decision of the Director of Operations. Failure to meet the timelines herein will mean the appeal will be dismissed.

The Appeal Board will have fourteen (14) working days from receipt of the appeal letter in which to hold a hearing on the appeal. The appellant may present their case at the hearing. The Housing Coordinator is responsible for organizing the hearing for the Board.

The Appeal Board decision is final.

## 7.3 Considering an Appeal

In considering the appeal, the Appeal Board will review the application to confirm that the decision was made in accordance with approved rental housing policy, without bias or favoritism, and without error in interpretation of the rental housing policy or law. The Appeal Board may, after considering of all the information presented during the appeal hearing:

- Affirm the decision made by the housing administration;
- Modify the decision of the housing administration;
- Recommend amendments to the rental housing administration policy manual.

All decisions made by the Appeal Board shall be recorded, in writing, and maintained on file for a minimum of 5 years.

## 8. Rent Charges

The policy for rent charges is based on the principle that housing is a shared responsibility between the Lower Kootenay Band government and the tenant. All members who occupy band-owned homes are expected to contribute towards the cost of housing. Funds collected as rent will be used to protect the community's investment in band-owned housing.

### 8.1 Rent

All tenants occupying new and existing houses constructed and administered as part of the CMHC-funded social housing portfolio shall pay rent.

Rents for CMHC funded units are established based on rent-geared-to-income. Income verification will be carried out annually to confirm the household income. Tenants shall provide proof of income acceptable to the housing administration (e.g. T-4's, Revenue Canada Notice of Assessment, or other such written proof of income as required by the housing administration).

Tenants occupying LKB rental units which are not CMHC funded shall pay rent as set by the Housing Committee for that particular unit.

### 8.2 Rent Increases

Rent charges shall not be increased more than once per band fiscal year. The housing administration will give the tenant at least sixty (60) days notice of any increases in rent prior to tenancy rental agreement renewal.

### 8.3 Making Rent Payments

Rents are due and payable on **the first** of every month. Payment of rent shall be made at the band office during normal business hours in the form of cash, cheque or money order

made payable to Lower Kootenay Band. N.S.F. cheques must be replaced immediately and the writer of the N.S.F. cheque shall be disallowed cheque writing privileges until the housing administration determines cheques can be again submitted.

#### **8.4 Other Charges**

All charges for utilities including electricity, user fees, telephone, satellite television, or other services are the responsibility of the tenant, unless otherwise indicated in the tenancy rental agreement.

#### **8.5 Incentives**

The housing administration may decide to offer recognition to tenants who pay their rent on time and maintain the property as required by the terms of the tenancy rental.

#### **8.6 Other**

Repairs or renovations of existing rental units for health and safety reasons will not be solely considered as cause for rents or occupancy charges to be increased.

### **9. Default on Rental Payments**

Payment requirements and consequences for non-payment of rent will be explained to each tenant and will be detailed in the tenancy rental agreement. Default procedures will begin for tenants immediately after one payment has been missed. The following policies apply.

#### Rent Payment Due Date

Rent is due one month in advance on the first day of the month.

#### First Notice

A first notice will be sent to the tenant on the 4<sup>th</sup> working day of the first month the payment was missed. A tenant will have the opportunity to pay the outstanding rent in full or make an appointment with the housing administration to discuss repayment of the arrears.

#### Second Notice

If no payment has been received and if the tenant has not contacted the housing administration, a second notice will be sent on the 10<sup>th</sup> working day of the first month that the payment has been missed. This notice will include a date for an interview/ meeting with the housing administration to discuss the arrears situation and to make arrangements for the repayment of the rental arrears. As part of this notice, the tenant will be given 10 days from the date of this second notice to pay the arrears in full or to meet with the housing administration and make a written agreement to repay the arrears. Personal contact must be made by the housing administration with the tenant to ensure that they are aware of the arrears situation and understand the options available to them to resolve the issue

## 9.1 Repayment Agreements

Both the tenant and the housing administrator must agree to all repayment agreements, in writing. The repayment agreement will include the amount of each repayment installment and the date the payment is due. If the tenant fails to honour the repayment agreement, the default procedures for non-payment of rent will start immediately after an arrears payment is not made as agreed to.

### Failure to Honour the Repayment Agreement

If the tenant fails to pay the arrears in full or to meet with the housing administration and make a written agreement to repay the arrears by the end of the 10-day period, a final notice will be hand delivered to the client. This notice will advise the tenant that the consequences for non-payment of rent/legal action will begin. The consequences for non-payment of rent can include:

- Garnishee wages,
- Restrict access to non-essential services,
- File a report with the credit bureau,
- Pass the unpaid account to a collection agency,
- File a claim with small claims court,
- Proceed with eviction, where required.

## 9.2 Eviction

In cases where all efforts to have the tenant repay the rental arrears have failed and eviction is determined to be the most appropriate consequence, the housing administration reserves the right to have the tenant and their household removed from the home. The housing administration will make recommendation for eviction to Chief and Council to ratify within 30 days of issuing the recommendation.

### Eviction Notice

Once an eviction has been ratified by Chief and Council, the tenant will be issued an eviction notice and be given 30 days to vacate the property. Failure to vacate within this time period will result in the Housing Administration taking legal action to remove the tenant(s)/occupants and their possessions in accordance with the eviction notice.

### Rental Payments

During an eviction process, the housing administration will not accept any rental payments/arrears on rental payments.

### Other

If eviction proceeds, the housing administration may offer other housing options such as a smaller or older home..

Any band member who has been evicted from a band-owned unit shall not be eligible for rental housing or any other housing assistance from the band until the arrears on the original rental account are paid in full.



Other reasons for eviction may be the result of, but not limited to:

- Sub-letting (CMHC directive),
- Excessive noise and/or disturbance (i.e. alcohol and drug-related parties),
- Excessive damage to unit,
- Failure to maintain a reasonably clean house and yard.

## **10. Death of a Tenant**

Since tenants of band-owned rental units do not own the property, they cannot leave the home or their right of occupancy to any other family or band member. Upon the death of a tenant of a band-owned rental unit, the Housing Coordinator will meet with immediate family members and determine who is in the best position to take over the property and rental obligations. The family will have the first option to occupy the property providing a condition of over/under housing does not occur as determined by the housing administration.

If no family member is willing or able to take over the tenancy rental agreement, the unit will be taken back by the Band and reallocated to another member on the waiting list for rental housing.

### **10.1 Marital Breakdown**

The Lower Kootenay Band will abide by any court order from a court of competent jurisdiction pursuant to the *Family Homes on Reserves and Matrimonial Interests or Rights Act, 2013* until such time as the Lower Kootenay Band enacts its own Marital Property Act.

## **11. Insurance**

The band is responsible for obtaining and paying for house insurance that covers the structure/property on all band-owned rental units. The band will not provide contents insurance (to cover loss of/damage to the tenant's personal belongings).

All rental tenants are encouraged to obtain insurance to cover any loss of personal belongings in case of fire. This cost will be the responsibility of the tenant. The band is not responsible for the personal belongings of tenants.

## **12. Vacant and Abandoned Units**

### Notice of Temporary Absence

Tenants are required to inform the housing administration if they plan to be away from the home for 72 hours or more. This will permit the housing administration to monitor the home for vandalism or other hazards. Failure by a tenant to inform the housing administration in writing



of a planned absence will result in that tenant being charged for any costs related to repairing damages to the home during that absence.

### Rental Payments

Tenants of band-owned rental units who vacate the home on a temporary basis will continue to be responsible for the rental payments to the band.

### Subletting

Subletting of the rental unit is not permitted.

### Abandoned Units

Any house left abandoned for a period longer than two (2) months - without written notice to the housing administration and proper arrangements for its care will be reclaimed by the housing administration; repaired as necessary and reallocated to another member on the waiting list.

## **13. Housing Inspections**

### **13.1 Regular Inspection**

All occupied housing units shall be inspected at least annually. The units will be inspected to record the condition of the unit both internally and externally. These inspections will be used to determine the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the tenant.

The Housing Department will provide tenants with at least 24 hours notice before doing an inspection or coming to work on the unit.

### **13.2 Vacant Unit Inspection**

All vacant units shall be inspected prior to being occupied by the new tenant. A housing report shall be completed confirming any deficiencies and attached to the tenant correspondence file for that unit. Any unit left vacant for an extended period of time shall be inspected at least twice monthly to ensure that vandalism does not take place. Any necessary repairs and/or replacements shall be completed prior to the new tenant taking occupancy. The cost of previous tenant negligence shall be withheld from the damage deposit.

All inspection reports shall include:

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

<b>Internal</b>	<b>External</b>	
Appliances	Roofing	Windows/screens
Furnace Filters	Entrance	Siding

Floors	Eaves troughs	Decking
Walls, Cabinets, Doors	Chimneys	
Plumbing Fixtures	Septic systems	
Electrical Fixtures	Porches/stairs	
Heat Recovery/Ventilation Unit		

### **13.3 Move-In Inspection**

A “move-in” inspection will be completed before the tenant moves into the property. The move-in inspection will be completed jointly by the housing administration and the tenant. A checklist that confirms the condition of the property will be reviewed and signed off by the housing administration and the tenant. Refer to Appendix ‘E’ for a copy of the move-in/move-out unit inspection report.

### **13.4 Move-Out Inspection**

A “move-out” inspection will be completed before the tenant moves out of the property. The move-out inspection will be completed jointly by the housing administration and the tenant. The checklist completed during the move-in inspection will be reviewed to confirm the condition of the property at move-out. Refer to Appendix “D” for a copy of the move-in/move-out unit inspection report.

## **14. Repairs and Maintenance**

### **14.1 Band Responsibility**

The Band will be responsible to carry out preventative repairs and maintenance to extend the useful life of the unit.

The tenant shall notify the housing administration in writing of the need to make alterations to any part of a Band-owned rental unit. Any such changes must be completed by the Band and/or its agents, and the tenants shall not make any alterations whatsoever.

A replacement reserve fund shall be maintained in order to replace appliances and flooring. This fund shall be kept in a separate bank account in accordance with the CMHC 56.1 Agreement. As need arises, the Housing Coordinator shall forward a written request to the CMHC Portfolio Officer for approval. Replacements shall not take place until written approval has been obtained from CMHC.

### **14.2 Tenant Responsibility**

Tenants will be responsible for regular upkeep, minor indoor and yard maintenance. Tenants must advise the Housing Coordinator immediately of any problems such as leaks or the appearance of mold.

Rental tenants who are in arrears on their monthly rent will not be eligible for repairs to the homes they occupy (other than those repairs required for health or safety issues) until the arrears are paid in full.

## **15. Tenant Damage**

It is the responsibility of the tenant to maintain the property in good working order. While the band will carry out regular maintenance/repairs to ensure there are no health/safety issues, they will not be responsible to complete repairs that are a result of tenant damage, neglect or vandalism.

### **15.1 Damage Deposit**

A damage deposit, equal to 50% of one month's rent, shall be paid by the tenant before moving into the house. The damage deposit will be used when the tenant vacates the property and if there are repairs required as a result of damage, neglect or vandalism to the property caused by the tenant(s) or their guest(s). The band will return any unused portion of the damage deposit, plus interest based on prime plus 1%, when the tenant vacates the property or when the tenant assumes ownership of the property.

### **15.2 Repairs Required**

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

- At the discretion of the housing administration the tenant may repair the damage, at their cost, within an agreed upon time frame. The housing administration will arrange for an inspection to ensure the repair work meets minimum standards,
- The housing administration may file a report of damages to the local police department,
- The housing administration will obtain an estimate of costs required to repair the damages,
- The housing administration will meet with the tenant(s) to arrange for payment of the repair costs (either payment in full or a repayment agreement),
- After the repair costs are paid in full/a repayment agreement is in place, the repairs will be completed.

Where the band completes all repairs, the tenant will be invoiced for the full cost of labour and materials. If the invoice is not paid within thirty (30) days, or a repayment arrangement negotiated, the band will have no recourse but to proceed with collection procedures.

The tenant will be responsible for covering the cost of repairs related to any damages caused by their pet(s).

## 16. Transfer of Band-Owned Housing to Tenant

For the CMHC-funded housing units, the tenant will have an option to purchase attached to the rental tenancy rental agreement. Purchase of these units (i.e. requirement for Band membership) will meet the requirements of the Lower Kootenay Band Lands Management Act. Should the tenant exercise the option to purchase the unit, they will assume full responsibility to pay all operating and maintenance costs related to the unit.

Tenants who exercise their option to purchase and current Certificate of Possession holders are responsible for: fire insurance, chimney sweeping, appliance replacement, septic pumping, etc..

The option to purchase permits the tenant to purchase the housing unit and convert to homeownership tenure when the following terms and conditions are met:

1. The mortgage is paid in full for the property; and
2. The tenant is not in arrears with rent payments; and
3. The tenant has maintained the property in accordance with the terms of the tenancy rental agreement; and
4. The tenant has been counselled by the housing administration on the financial and physical responsibilities that they will assume once they purchase the property; and
5. The tenant has been under a legal rental tenancy rental agreement with the Lower Kootenay Band for at least the ten (10) previous consecutive years.

### Rent-to-Own Option Period

The option period is the amount of time that the tenant has to decide whether or not they are interested in exercising the option to purchase the property. The housing administration will advise the tenant of the rent-to-own option period, in writing, before the tenant takes occupancy of the property. The option to purchase the unit is available for the 12 months before the date that the mortgage is paid in full. The housing administration will provide the tenant with a written reminder of their rent-to-own option at the beginning of the 12 month option period.

Tenants will also be advised in writing that if they exercise the option to purchase the property, they will assume full responsibility to pay the operating and maintenance costs related to the property. The housing administrator will provide the tenant with a breakdown of the operating and maintenance costs that have been incurred by the Band over the past 5 years related to that unit to assist with the decision-making process.

The housing administration will provide the tenant with a second reminder notice at six months and one month before expiration of the option to purchase.

The tenant must confirm in writing whether they wish to exercise the option to purchase. This written notice must be provided to the housing administration before the end of the 12 month option period.

#### Transfer of Ownership to the Tenant

Where the tenant chooses to exercise the option to purchase and provides written confirmation to the housing administration, Chief and Council, by Band Council Resolution (BCR), shall transfer ownership of CMHC-funded housing to the tenant. The tenant shall pay \$1.00 to the band to officially transfer title as part of the BCR.

Transfer of ownership of non-CMHC funded units will be handled on a case by case basis.

#### Tenant Does Not Exercise Rent-to-Own Purchase Option

At the end of the 12 month period, if the tenant chooses not to exercise the rent-to-own option to purchase the property, the option to purchase shall be cancelled. Written confirmation of the cancellation of the option to purchase shall be provided, signed by the tenant(s) and the housing administration.

Once the option has been cancelled, if that tenant wishes to become a home owner in the future, they must wait at least 12 months and then apply to LKB providing the reasons why they did not exercise the option and why they are now choosing home ownership.

Until Home Ownership is accepted, the Band will continue to manage the unit as a Band-owned rental property.

# Appendix 'A' - Housing Application Form

## LOWER KOOTENAY BAND SOCIAL HOUSING APPLICATION TO RENT REFERENCE AND INFORMATION SHEET

PLEASE PRINT

Date \_\_\_\_\_

Date premises required \_\_\_\_\_

Applicant(s) full name(s) \_\_\_\_\_

Applicant(s) present residence \_\_\_\_\_ Phone \_\_\_\_\_

Type of house desired:  Tri - plex     1 bedroom     2 bedroom     3 bedroom     4 bedroom

Number of Adults to occupy rental unit \_\_\_\_\_

Ages of Children(if any) \_\_\_\_\_

Any Pets:  Yes     No    If yes, what kind: \_\_\_\_\_

Applicant (1) is employed by \_\_\_\_\_

Occupation \_\_\_\_\_ Phone \_\_\_\_\_

Applicant (2) is employed by \_\_\_\_\_

Occupation \_\_\_\_\_ Phone \_\_\_\_\_

Total Gross Salary of each applicant or household \$ \_\_\_\_\_

Do you have any outstanding debts with the Lower Kootenay Indian Band  Yes     No

If yes, please explain: \_\_\_\_\_

---

Name and phone Number of last Landlord: \_\_\_\_\_

Personal references (please provide phone numbers):

1. \_\_\_\_\_

2. \_\_\_\_\_

I hereby authorize the person or firm to whom this application is submitted to obtain such credit reports or other information as may be deemed necessary in connection with the establishment and maintenance of a credit account or for any other direct business requirement.

This consent is given pursuant to chapter 78, section 12 of the Credit Reporting Act, R.S.B.C. 1979.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## Appendix 'B' - Selection Criteria - Point Rating Guide

Application # \_\_\_\_\_

Date Application Originally Received: \_\_\_\_\_

Current Review Date: \_\_\_\_\_

	Selection Criteria	Points	Weighted Point Rating
	<b>Household Size</b>		
1.	Number of full time occupants in current dwelling _____	1 point each	
2.	Number of occupants that are under the age of 18 _____	1 point each	
	<b>Current Living Conditions</b>		
1.	The current dwelling poses a health and/or safety risk to the occupants (must be supported by documentation such as inspection report).	5 points	
2.	The household is considered overcrowded per the national occupancy standards. One point for each person who is in an overcrowded situation.	1 point each	
3.	Applicant currently resides in a temporary housing situation.	1 point	
4.	Number of household member(s) who require disabled access or special modifications _____.	1 point each	
	<b>Household Income</b>		
1.	Applicant has a total debt service ratio of less than 40%.	2 points	
2.	Applicant has a good credit rating with the band.	1 point	
3.	Applicant has a good credit rating with the credit bureau.	1 point	
	<b>Optional Consideration</b>		
1.	Number of applicants who are band members (2 point each)	2 point	
2.	Applicant can provide acceptable reference from previous landlord(s)	1 point	
3.	One point for each year that the applicant has had an active application on file to a maximum of 5 points.	1 point	
4.	One point for each year applicant has had an active application on file (maximum 5 points).	Max. 5 points	
	<b>TOTAL</b>		

## Appendix 'C' - Tenancy Rental Agreement

Rental Agreement made as of:

\_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_  
 \_\_\_\_\_  
 (Day) (Date) (Month)  
 (Year)



**BETWEEN:** **Lower Kootenay Indian Band**  
(Hereinafter called the “Band”)

OF THE FIRST PART

**AND:** \_\_\_\_\_  
(Check one of the following) \_\_\_\_\_ Principle Tenant \_\_\_\_\_ Co-Tenant  
(Hereinafter in this agreement called the “Tenant”)

OF THE SECOND PART

**WHEREAS:**

- A) The Band has the authority to administer its own Housing Program,
- B) The Band has legal possession of the premises hereinafter described,
- C) The Band has agreed that the Tenant may occupy the Premises on the terms and conditions hereinafter set.

**WITNESS THAT** for and in consideration of the rents, covenants, conditions and agreements hereinafter contained, the Parties mutually agree as follows:

DEFINITIONS

- “Band” means the Lower Kootenay Indian Band represented by the Band Council.
- “Band Council” means the duly elected council of the Lower Kootenay Indian Band, its successors and assigns, elected pursuant to the Indian Act S.C., c.149, or chosen according to the custom of the Band.
- “Band Member” means a person who is registered on the Band List of the Lower Kootenay Indian Band.
- “Co-Tenant” means the person who is co-renting the “Premises” with the Principle Tenant and shares the responsibility for the premises as outlined in this agreement.
- “Principle Tenant” means the person who has overall responsibility & authority for the “Premise” as outlines in this agreement.

PREMISES

The Band leases to the tenant for use and occupation as residential dwelling all those certain Premises more particularly known and described as:

Type of Dwelling: \_\_\_\_\_

Reference/Registry/Mortgage or CMHC#: \_\_\_\_\_

Address: \_\_\_\_\_  
(Hereinafter referred to as the "Premises")

**OTHER OCCUPANTS IN HOUSEHOLD**

NAME	RELATIONSHIP	AGE	INCOME SOURCE

**TERM**

- This agreement shall commence on: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (DD,MM,YY) and continues on a month to month basis until cancelled or terminated after due notice by and or Tenant as per following:
  - The Tenant may terminate this Agreement upon giving \_\_\_\_\_ days notice in writing to the Band.
  - The Band may terminate this Agreement upon giving \_\_\_\_\_ days notice in writing to the Tenant.

**RENT**

- The Tenant shall pay the rent of \$ \_\_\_\_\_, payable in advance on the first day of each month.
- LEM Rate \$ \_\_\_\_\_, (if applicable)
- Minimum Revenue Contribution Rate \$ \_\_\_\_\_, (if applicable)
- The Tenant shall pay the rent at the Band Office or at such other place as the Band may Hereafter, from time to time, direct.
- The Band may adjust the rents annually, for a period of no less than 12 (twelve) months, as established by CMHC or the Band.
- The anniversary date is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (DD,MM,YY) (If different from commencement date).

## **TENANTS COVENANTS**

- To keep the Premises in repair, the Tenant understands and agrees that he or she is financially responsible for the repairs of any willful damage caused to the house by any person whatsoever.
- To pay rent, telephone, television cable and all utility charges in respect of the Premises.
- The Tenant shall not assign or sub-let the Premises or any rights under this Agreement.
- The Tenant shall indemnify and save the Band harmless from all liabilities, fines, suits and claims of any kind of which the Band may be liable or suffer by reason of the Tenant's occupancy of the Premises.
- The Tenant shall not do or omit to do anything, which may render void or void able any policy of insurance on the Premises.
- The Tenant shall abide by the rules, regulations, and by-laws made by the Band Council.
- The Tenant shall take good care of the Premises and keep the Premises in a clean condition.
- The Tenant shall not use the Premises or all the Premises to be used for any purpose other than a residential dwelling for the Tenant and other occupants of the household.
- The Tenant shall not undertake or affect any renovations/additions to the house without prior written consent of the Band Council.

## **BAND'S COVENANTS**

- The Band shall insure the Premises against damage by fire.
- The Band grants the Tenant quiet usage of the Premises.
- The Band shall make regular quarterly inspections of the Premises, and will give the Tenant adequate notice of inspections.

## **DEFAULT**

If the Tenant:

- Fails to pay rent due within \_\_\_\_\_ days after the date upon which it is due; or
- Fails to perform or observe any of the covenants herein, or does anything contrary to the terms and conditions of this Agreement
  - The Band may by notice in writing to the Tenant, declare this Agreement ended, and thereupon the tenancy and the Tenant's rights hereunder shall absolutely cease, without re-entry or any other act or legal proceedings, and

the Band or its agents re-enter the premises or any part of it and thereafter shall have, possess and enjoy it as if this Agreement had not been made.

**PEACEFUL SURRENDER**

- The Tenant shall, at the expiration or sooner determinations of the Agreement, forthwith peaceably surrender and yield up to the Band the Premises together with all fixtures in good and substantial repair, and deliver to the Band all keys to the Premises.

**NOTICE**

- All notices, demands or request mentioned in this Agreement or which are required to be given pursuant to this Agreement shall be given or made in writing and shall be served personally or sent by prepaid registered mail.

**TO THE TENANT:**

- Notice shall be deemed to be given on the date of delivery if personally delivered or on the \_\_\_\_\_ day after mailing.

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**ENTIRE AGREEMENT**

- The provisions herein constitute the entire agreement between the Band and the Tenant and supercedes all previous agreements, whether verbal or written, between the parties concerning the Premises and concerning any other use or occupation of Band houses on the Reserve.
- It is expressly understood and agreed by the Tenant that this Agreement does not give the Tenant any rights with respect to the land on which the Premises are situated.
- It is expressly understood and agreed by the Tenant that no person who is not a member of the Lower Kootenay Indian Band has or shall acquire any rights under this Agreement.
- It is expressly understood and agreed by the Tenant that the Notice of Annual Rent Assessment is to be signed on the anniversary date of this Agreement, and is to be incorporated into and considered part of this Agreement.

**WITNESS WHEREOF** the Parties hereto have set their hands and seal on this day \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (DD,MM,YY)

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I, \_\_\_\_\_ have read this Agreement, understand the Agreement and agree with the terms and conditions.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Administrating Authority

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## **Appendix 'D' - Rent-to-Income Levels**

The Lower Kootenay Band follows the CMHC Operating Agreement to determine the rent-to-income levels for tenants. The CMHC Operating Agreement states that:

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## Appendix 'E' - Move in/Move-Out Unit Inspection Report

### LOWER KOOTENAY BAND SOCIAL HOUSING MOVE IN/MOVE OUT CONDITION REPORT

To be filled out the day a Tenant moves in or out

Tenants Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phase Number: \_\_\_\_\_ CMHC Account Number: \_\_\_\_\_

INCOMING REPORT dated \_\_\_/\_\_\_/\_\_\_

**Comments:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Interior	Condition O.K. (move in)	Condition O.K. (move out)	Notes
<b>Kitchen</b>			
Electrical Outlets			
Light/Fixtures			
Ser/Mod# Stove			
Ser/Mod# Fridge			
Closet			
Cupboards			
Walls			
Floor			
Counter-tops			
Sink/Taps			
Windows/Screens			
<b>Dining Room</b>			
Electrical Outlets			
Light/Fixtures			
Walls			
Floor			
Sliding Door to Deck			

Windows/Screens			
<b>Living Room</b>			
Electrical Outlets			
Lights/Fixtures			
Walls			
Floors			
Sliding door to deck			
Windows			
<b>Bathroom</b>			
Electrical Outlets			
Lights/Fixtures			
Walls			
Floors			
Doors			
Cupboards/Vanity			
Toilet			
Taps			
Tub/Surround			
Fan			
Windows/Screens			
<b>Main Bedroom</b>			
Electrical Outlets			
Light/Fixtures			
Doors			
Walls			
Floors			
Windows/screens			
Closets			
<b>Bedroom 2</b>			
Electrical Outlet			
Lights/Fixtures			
Walls			
Floors			



Windows/Screens			
Doors			
Closets			
<b>Bedroom 3</b>			
Electrical Outlet			
Light/Fixtures			
Doors			
Walls			
Floors			
Windows/Screens			
Closets			
<b>Basement/Laundry Rm</b>			
Handrail			
Stairs			
Electrical Outlets			
Lights/Fixtures			
Walls			
Floors			
Windows/Screens			
Furnace Room			
Washer			
Ser/Mod#			
Dryer			
Ser/Mod#			

**OUTGOING REPORT Dated** \_\_\_/\_\_\_/\_\_\_

**Comments:**

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Number of Keys Provided: \_\_\_\_\_

Number of Keys returned: \_\_\_\_\_

**Charges:**

Cleaning floors, walls, cupboards, windows fixtures	\$ _____
Cleaning Stove, Fridge, and other appliances	\$ _____

**Repairs as follows:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The undersigned tenants certify that I/we have inspected the above mentioned unit and have found the unit and contents to be in condition as indicated. I/we understand that any future damage which occurs in this unit shall be rectified at my/our expense through direct billing or security deposit deduction.**

**(INCOMING)**  
**Housing dept.**  
**signature:** \_\_\_\_\_

**Tenant's**  
**Signature:** \_\_\_\_\_

**(OUTGOING)**  
**Housing dept.**  
**signature:** \_\_\_\_\_

**Tenant's**  
**signature** \_\_\_\_\_

## Council Approval and Signature

The Lower Kootenay Band Council has approved the Lower Kootenay Band Rental Housing Administration Policy.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.at Creston, British Columbia.  
Lower Kootenay Band

**SIGNED ON BEHALF OF  
LOWER KOOTENAY BAND**, as represented  
by its Chief and Council (a quorum is 3)

by: \_\_\_\_\_  
Chief M. Jason Louie

by: \_\_\_\_\_  
Councilor Destyne Basil

by: \_\_\_\_\_  
Councilor Mary Basil

by: \_\_\_\_\_  
Councilor Sandra Luke

by: \_\_\_\_\_  
Councilor Jared

**in the presence of:**

\_\_\_\_\_  
Debbie Edge-Partington  
Housing Coordinator  
Lower Kootenay Band