

Takla Nation Rental Housing Policy November 2022

POLICY

1.0 *Policy Statement*

Takla Nation is committed to providing safe and affordable rental housing to Takla Nation members on its primary reserves, subject to the availability of accommodations and funds. All housing units on IR #7 and IR #7A (Takla Landing) are the property of the First Nation. Council is committed to a fair and transparent process of allocating and maintaining units, and working with tenants, the Housing Committee and Takla Nation departments to resolve issues and concerns quickly, fairly and appropriately.

Building, renovating, and maintaining good housing has a cost, and is not considered 'free' to tenants. Rents and other payment arrangements are to be made to the Nation in order to support long-term sustainability of the housing program for the benefit of all.

Takla Nation values and respects that some families have occupied their homes for many years at the time of this policy implementation. Those long-term tenants will sign a tenancy agreement with the Nation until such time as the primary tenant(s) no longer require the home. The tenancy agreement requires payment of a monthly maintenance fee to ensure the housing asset of the Nation is kept in good shape. Future tenants will be required to sign a rental agreement.

Provincial residential tenancy laws may or may not apply on reserve. Courts have reached different conclusions in different jurisdictions across the country. The Toolkit for rental and rent-to-own housing is modelled on common tenets of provincial residential tenancy law, but a First Nation should seek legal advice specific to the provincial jurisdiction in which its reserves are located.

2.0 *Rationale*

The purpose of the rental housing policy is to:

1. guide the ongoing management of Takla Nation rental housing,
2. identify eligibility requirements to rent Takla Nation housing,
3. ensure that rental housing is allocated in a fair and equitable manner, and that rents or maintenance fees are assigned and collected according to process,
4. protect Takla Nation's investment in community housing by protecting and extending the life of rental housing through appropriate and quality maintenance, repair, inspection, and insurance,
5. establish the rights and responsibilities of the Nation and the tenants, and
6. provide tenants an appeal process for decisions made under the housing rental policy.

3.0 *Principles*

The principles and values that guide Takla Nation's approach to rental housing are as follows:

1. The safety of tenants and staff is the primary concern.

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2. Decisions about housing will be made fairly, without family or political influence.
3. Decisions about housing will be made respectfully, and with a value of caring.
4. A rental agreement or a tenancy agreement is a lawful contract. A contract can be terminated for any breach of the terms of the contract. Thus, the Landlord can evict a tenant who breaks the rental or tenancy agreement.
5. Breaches of policy or procedures will be managed by Housing with a view to resolving the issues with fairness and compassion. Evictions will only be used as a last resort and once all other reasonable options have been exhausted.
6. Building, renovating, and maintaining good rental housing for the Nation has a cost. To maintain the financial viability of the program, rent and other payment arrangements are a condition of occupying a Takla Nation home.
7. Where practical, Housing will work with other departments to manage situations where a tenant requires other services to maintain housing and good housing standards.

4.0 *Scope/Limitations*

This policy deals with the occupancy of Takla Nation housing units. It does not deal with planning of future housing, funding of housing construction, or funding of renovations.

This policy cannot anticipate every possible event or situation that may occur. In situations where individual circumstances are such that the provisions of this policy cannot be applied, the Housing Manager, in consultation with the General Manager – Operations and the Councillor responsible for Housing will decide the case based on its merits. The decision may go to Council if warranted.

5.0 *Definitions*

Council: The elected representatives of Takla Nation, made up of Chief and Councillors.

Landlord: Takla Nation as represented by the Housing Department and Chief and Council.

Maintenance Fee: The required monthly fee in lieu of rent for long-term tenants of a Takla Nation rental house, as outlined in this policy and the tenancy agreement.

Member: A member of Takla Nation, as identified on the Indian Registry as administered through Indigenous Services Canada and/or through Takla Nation's current membership list.

Rent: The required monthly charges as outlined in the rental agreement, payable to Takla Nation.

Rental Agreement: The legal contract required to be signed for a tenant to rent a home from Takla Nation.

Rental Housing or Rental Housing Unit: All houses on IR 7 and IR 7A (Takla Landing). No houses are currently privately owned on the two reserves.

Tenancy Agreement: The legal contract required for approved tenants to pay a monthly maintenance fee rather than monthly rent, based on long-term occupancy of the rental house prior to implementation of this policy. A change in tenants may initiate a change from a tenancy agreement to a rental agreement.

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Tenant: The individual(s) named on the rental agreement or tenancy agreement as responsible for provisions of the Agreement.

POLICY APPROVAL SUMMARY

Approved by:	Takla Nation Council
Original approval date:	8 November 2022
Latest approval date:	8 November 2022

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RENTAL HOUSING PROCEDURES

In conjunction with the Rental Housing Policy, these procedures outline how Takla Nation manages its housing assets and responsibilities.

Section I Administration

1.0 Definitions

Arrears: Any monies owed by the tenant to Takla Nation that are late or overdue.

Breach or substantial breach of the rental agreement: Means a tenant has committed a breach or series of breaches of a responsibility as set out in the rental agreement or tenancy agreement and this policy.

Co-tenant: One of two or more people living in the same house who sign a rental or tenancy agreement with Takla Nation and share the same rights and obligations as an individual tenant.

Eviction: The legal action taken by Takla Nation to remove a tenant from a rental housing unit for failing to honour the conditions of their rental agreement or tenancy agreement and/or the rental housing policy.

Housing Committee: The committee established by Council to support the planning, and the fair and equitable distribution of Takla Nation rental housing.

Notice of Breach:

2.0 Roles & Responsibilities

- a. Council is responsible for:
 - approving all budgets related to the delivery and administration of housing programs and services,
 - approving changes in policy and procedures,
 - supporting the enforcement of the rental housing policy and procedures,
 - establishing the Housing Committee, approving its terms of reference, and appointing members, and
 - making final decisions on allocation of rental housing, based on recommendations of the Housing Committee.
- b. The Housing Committee is responsible for activities outlined in the current or revised Terms of Reference. This may include:
 - Recommendations on policy and procedure,
 - Recommendations on housing allocations to Chief and Council,
 - Recommendations on maintenance fees, rent, and on and managing resident compliance for fees or rent, and other standards that protect the Nation's assets,

- Recommendations on housing strategies, new builds, lot improvements etc., and
 - Recommendations on housing system improvements.
- c. The Housing Department is responsible to:
- administer the Takla Nation rental housing program in a fair and viable manner in accordance with cultural values, applicable guidelines, and the provisions of this policy,
 - support the work of the Housing Committee,
 - adhere to and recommend changes in policy and procedures as needed,
 - review housing goals and priorities annually,
 - carry out or oversee repairs, renovations, and maintenance in a cost-effective manner and in emergency situations or where conditions pose a threat to the health and safety of the occupants, ensure the work is carried out immediately,
 - maintain records relating to new rental housing construction, tenants, renovations, repairs, maintenance, housing applications and allocations, and financial records,
 - monitor the effectiveness of all housing policies and programs,
 - prepare an annual budget and other reports as required by Council and Housing Committee,
 - plan and carry out community meetings and information strategies on housing programs and services.
- d. Tenants are subject to the rights, responsibilities and obligations set out in the Rental Agreement or Tenancy Agreement. Some of the key responsibilities of the tenant(s) are to:
- sign a Takla Nation Rental or Tenancy Agreement and live up to the conditions of the Agreement,
 - make monthly rent or maintenance fee payments in full and on time,
 - be responsible for damage and excessive noise caused by themselves, their guests, pets, or other occupants living in the unit,
 - immediately report any accident, break, or defect in water, heating or electrical systems and report other repairs that are required to the Housing Department,
 - keep the unit and property free of health and safety hazards and carry out the day-to-day upkeep,
 - not make alterations to the rental home before obtaining written consent of the Housing Department,
 - pay costs to repair tenant damage,
 - comply with all health, fire, safety regulations,
 - arrange to have someone house-sit or monitor the rental unit daily if away for more than 48 hours from October 1 to March 31, or for more than 7 days from April 1 to September 30th
 - ensure that all standard utilities (electrical services, fuel oil tank, water, heat, etc.) are operational at all times,
 - inform the Housing Department of any change to personal and emergency contact information,
 - seek permission or the Housing Department to run a home-based business out of the rental property, to ensure the business will not be detrimental to the property, and

- not leave children under the age of 18 years unattended for extended periods of time, possibly creating an unsafe situation. If Takla Nation Housing or Administration becomes aware of this type of situation, it shall report the activity to the appropriate authorities.

3.0 Interdepartmental Case Management Approach

The Housing Department recognizes that there may be times when it is necessary to work with other Takla Nation departments (such as Health, Social Development, Public Works) to meet the needs of rental housing tenants. Takla Nation commits to using a supportive case management approach to address the financial, social, health and wellness concerns of its tenants on a case-by-case basis. Confidentiality, compassion, and the well-being of the member(s) are the primary concern.

4.0 Exceptional Circumstances

This policy cannot anticipate every possible event or situation that may occur. Employees are expected to use their best judgment and ask for guidance in unusual situation before acting. In situations where the individual circumstances of a case are such that the provisions of this policy cannot be applied, the Housing Manager in consultation with the General Manager – Operations and the Councillor responsible for Housing will decide the case based on its individual merits.

5.0 Amendments to the Rental Housing Policy

Tenants will be notified of changes to policy through written notice within 15 working days of policy approval by Council. Copies of the revised policy and/or procedures will be available at the Housing Department, the Administration Office reception desk, and on the Takla Nation website.

Section II Application Process

1.0 Introduction

Takla Nation is committed to a fair and transparent rental housing application process. Once a rating system has been agreed to, this then becomes the standard for all future placements. The application then goes to the Housing Committee to be prioritized and recommendations for housing allocation are forwarded to Council for decision.

2.0 Receipt of an Application

Applications for rental housing are accepted year-round. The Housing Application Form is available at the Takla Administration Office, the Prince George Finance Office, and on-line.

An application may be submitted in person to the Housing Department office, stamped with a received date, or sent to the Housing Department as an email attachment. Confirmation of receipt will be provided to the applicant and the application recorded in a housing application log.

The applicant must identify on the application form the number of bedrooms required, and the reason for the requirement as this is a key aspect of the housing allocation decision.

When the application is submitted, the Housing Department will confirm that the applicant is a Takla Nation member, or a caregiver of a Takla Nation member, and is 18 years of age or older. The applicant must provide confirmation that s/he is eligible for a BC Hydro account, to be eligible for rental housing.

The Housing Department will check to determine if the applicant has criminal offences relating to property damage, offences relating to matters that affect community safety or child welfare issues.

If the applicant is deemed ineligible, they are notified by phone and by follow-up letter that they may appeal the decision as set out in Section IX, Appeals.

If the required information is not provided, the applicant will be asked to resubmit the application once the information is available, and their name(s) will not be added to the Wait List until complete information is provided.

3.0 Renewal of an Application

An application remains on the Wait List for the remainder of the calendar year in which it is submitted and for the following calendar year unless the member concerned withdraws the application. Applicants are required to inform the Housing Department of any changes i.e. if family members are added or removed from the application. Failure by the member to inform the Housing Department of changes may delay the application process.

The Housing Department will contact any member whose application is scheduled to be removed from the Wait List at the end of the second calendar year to determine if the member wishes the application to be renewed and/or updated.

4.0 Eligibility Criteria

To be eligible for a rental unit when one becomes available, an applicant must meet the following criteria:

- a. be a Takla Nation member, or
- b. be a primary caregiver of a Takla Nation member who requires on-going supervision and/or care, or
- c. be assigned a rental unit due to their employment with Takla Nation and the need to retain them in the community for their employment,
- d. be a tenant of only one Takla Nation rental housing unit,
- e. be 18 years of age or older,

- f. provide full disclosure of all potential tenants including “no contact orders” that are in place.
- g. non-Members cannot be listed as a tenant or co-tenant on the Tenancy Agreement unless they are a primary caregiver or a Nation employee as identified in (b) or (c) above,
- h. provide written confirmation from BC Hydro that they are in good standing and able to obtain an electrical hook-up.
- i. must not be in rental arrears or have outstanding money owing to Takla Nation. An applicant who is in arrears or owes money may be eligible for rental housing once they have entered into an agreement with Takla Nation to repay the full amount of the arrears or other outstanding money owed. The repayment agreement must be in place and the applicant must have begun paying the agreed upon monthly amount.

5.0 *Determination of Priority*

a. Housing Department

Using the Priority Rating Form, a point rating scoring system is applied to determine the priority of each application to ensure that all applicants will be housed fairly, according to their needs.

- i. applications are sorted into categories by number of bedrooms in the unit and by specific unit qualities i.e. accessible unit.
- ii. the point rating system is based on a number of factors including:
 - Elders and disabled individuals (as evidenced by appropriate documentation where necessary),
 - single parents living in unsuitable accommodations,
 - on-going employment in Takla Landing or the area,
 - unsafe living conditions for individuals,
 - emergency needs (i.e. vacated from home due to fire or event outside the individual's control),
 - no rental arrears or approved repayment plan,
 - family size,
 - length of time on waiting list (the longer the applicant is on the list, the higher the priority), and
 - has not been evicted from a Takla Nation property previously due to inappropriate or unsafe behaviour.

Using the Priority Rating Form, the Housing Department will review each application and assign a priority ranking number for each application.

b. Housing Committee

When a unit becomes available, the Housing Manager will provide priority rating for the available unit(s) to the Housing Committee, along with the full Wait List.

The Housing Committee reviews the priority rating, discusses, and recommends applicants to Council, considering the score given to the applicant(s) as well as any other verified information available. The Housing Committee is not bound to make recommendation based solely on the priority rating forms. The Housing Committee provides recommendations to Council on

allocation whatever criteria it deems fit to consider, provided that such decision is fair given the circumstances.

c. Awarding a Unit

Once Council approves an allocation, the Housing Department contacts the successful applicant. The applicant will have ten (10) working days to arrange an in-person meeting with the Housing Manager to review and sign the required documentation. If the applicant fails to confirm acceptance within ten (10) working days, the rental unit will be allocated to another applicant and the originally approved applicant will need to resubmit the housing application.

Section III
Rental or Tenancy Agreement

1.0 Introduction

A rental or tenancy agreement sets out the terms and conditions associated with occupying a Takla Nation-owned house. It is administered according to the terms outlined in the agreement, the Rental Housing policy, and any applicable Takla Nation laws and regulations. The agreement confirms the obligations, rights and responsibilities of the tenant and landlord.

2.0 Signing the Agreement

Once the applicant has accepted the offer of a rental unit and prior to tenancy, a member of the Housing Department will meet with the tenant to explain all aspects of the rental program and explain the rental or tenancy agreement, outlining the responsibilities of the Housing Department and the tenant, charges payable by the tenant and consequences for breaching the agreement or rental housing policy. A record of this meeting will be retained in the tenant's file.

All individuals who will reside in the unit must be listed on the agreement. There must be full disclosure of all potential tenants including "no contact orders" that are in place. The Agreement will then be signed by the tenant(s) and the Housing Manager prior to occupancy of the unit.

The Housing Department will provide the tenant with a copy of the Agreement, a copy of the rental program tenant handbook, a copy of this policy, and a copy of applicable by-laws or Takla Nation rules/regulations that relate to the unit if requested.

Provided that the tenant complies with the terms and conditions of the agreement and the Housing Policy, the agreement will be automatically be renewed on March 31st of each year. The Housing Department will send a renewal confirmation letter annually to each tenant, prior to January 30.

Any person who occupies and uses a Takla Nation rental home as a tenant, and who has not entered into a written agreement with TN for the use and occupation of that home, shall be subject to all terms and conditions of this policy as though that person was a tenant pursuant to a rental or tenancy agreement.

Any person occupying and using the rental Home as a tenant without having entered into a rental or tenancy agreement or other written agreement with TN for the use and occupancy of the home, shall be required to enter into an agreement by March 31st of the year immediately following the date on which Council adopts this Policy. Failure to enter into such an agreement may be grounds for eviction.

If the Housing Department discovers that the applicant has provided false, misleading, or inaccurate information on the application form, the tenancy agreement may be terminated immediately.

E and OE Band reserves right to change lease agreements as necessary and notify changes to tenants

Section IV Rent, Maintenance Fees & Arrears

1.0 Introduction

Takla Nation charges rent or a maintenance fee for the use of the rental properties it maintains and manages on behalf of the Nation as a whole. Rent and fees are used to pay down the cost of mortgages, to maintain the properties and to contribute to unit improvements. Rents and fees are subsidized by Takla Nation, providing a significant benefit to tenants.

2.0 Rental and Maintenance Fee Rates

Rates shall be determined from time to time by Council, based on recommendations from the Housing Committee, Finance and the Housing Department. Rents and maintenance fees will be based on a grid of house size, age, and external funding conditions. The grid will be reviewed by the Housing Committee and approved by Council.

3.0 Rent or Maintenance Fee Payment

Payment is due on the 1st day of each month, payable to *Takla Nation*.

Once a year, the department of Housing Department will provide each tenant with a written statement of account confirming payments received and/or payable for the previous calendar year.

4.0 Rent or Maintenance Fee Payment - Tenants on Social Assistance

Rent or fees for tenants on Social Assistance is paid directly to the Housing Department by the Social Development Department. Heating and electrical costs are paid directly to the vendor by SA Department – Takla.

5.0 Methods of Payment

- a) Cash, money order, personal cheque or direct deposit
Payments can be made by cash, certified cheque, money order, debit, credit card, electronic transfer, pre-authorized direct deposit, or bank draft. Payment is to be made at Takla

Landing Administration Office or Takla Nation Finance Office (Prince George) and a receipt is provided. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) more than once in a calendar year, cheques will no longer be an acceptable method of payment for that tenant. If Takla Nation is charged a fee for the NSF cheque, the amount of that fee will be charged to the tenant's rental account so that Takla Nation recovers the cost.

b) Payroll Deduction

If a tenant is an employee of Takla Nation the tenant may enter into a payroll deduction agreement with Takla Nation to have the rent or maintenance fee payment deducted from their pay, for as long as they remain an employee. Monies deducted from payroll on behalf of a tenant are detailed on each pay stub.

6.0 *Other Housing Charges*

A tenant is responsible for paying all charges for electricity and heat, telephone, internet and other services or any other amenities the tenant may subscribe or install, unless otherwise indicated in the Rental or Tenancy Agreement. Takla Nation is not responsible for unpaid or terminated services. The tenant will be charged for damage to the rental unit caused by unpaid or terminated services (such as no heat, electricity, etc.)

7.0 *Rental or Maintenance Fee Arrears*

Rent or maintenance fee is due on the 1st day of each month. Rent not paid on or before that day, will be considered in arrears.

Takla Nation recognizes that periodically a tenant may not be able to pay on time due to unforeseen circumstances. In these instances, the tenant must immediately call the Housing Manager to explain the situation and work out a repayment schedule to suspend arrears procedures. Problem-solving may involve a circle discussion with the tenant, Housing representatives, Council members and representatives of other Takla Nation departments if relevant.

A *First Notice of Arrears* will be sent by the Housing Department on the fifth working day of the month that a payment is missed. The notice will remind the tenant that the account is in arrears and that they must pay their rent or maintenance fee in full or meet with Housing Department to enter into a written agreement to repay the amount owed and the consequences of failing to pay the arrears. The Housing Department will contact the tenant in an effort to resolve the arrears.

If, on the 20th working day of the month, the account is still in arrears, a second *Notice of Arrears* will be sent to the tenant by Housing staff.

If, 45 days after the rent or maintenance fee was due, the tenant has neither paid the arrears in full nor entered into a repayment agreement, a *Final Notice of Arrears* will be sent. The notice will confirm that failing to repay the arrears in full or enter into a repayment agreement may result in Takla Nation issuing a notice to terminate tenancy due to non-payment of rent or maintenance

fee.

8.0 Arrears Repayment Agreement

Once the tenant agrees to pay arrears, Housing staff will work with the tenant to establish an arrears repayment agreement to repay the full amount owed that does not create a financial hardship for the tenant but is a reasonable contribution towards the amount owing.

The arrears repayment agreement will include the amount of each payment installment and the date the payment is due. A copy of the signed agreement will be provided to the tenant and the original will be kept on the tenant's file.

If the tenant fails to honour the agreement, Council will be informed and will determine next steps, which may include termination as outlined in the Rental Agreement or Tenancy Agreement and provincial legislation.

9.0 Rent Increases

Rent increases will not occur during the first year of a rental or tenancy agreement. After the first year, the Housing Department will provide written notice of a rent increase at least three months prior to the effective date.

Section V Maintenance, Repairs and Renovations

1.0 Introduction

The Housing Department works with tenants to ensure all homes are in good working condition, well-maintained and that repairs are done quickly and cost-effectively depending on priorities and the availability of funds.

2.0 Tenant Responsibilities

The tenant is responsible for the day-to-day upkeep of the unit, including health, cleanliness and sanitary standards of the unit and premises. The tenant is also responsible for minor maintenance jobs, including:

- repairing plugged toilets, sinks and drains,
- replacing all light bulbs, light shades, and globes,
- replacing and tightening hinge screws and door pulls,
- keeping the unit and property free from garbage, debris and other materials that may be a health or safety issue, environmental hazards including junked vehicles, appliances, or other equipment,
- immediately informing the Housing Department if the fire safety equipment in the unit stops working. This does not include replacing batteries which is the responsibility of the tenant,
- immediately reporting any emergency repairs including any break or defect in interior

- plumbing, heating, or electrical systems to the Housing Department,
- filing a police report and contacting the Housing Department where damage to the rental unit and/or property has occurred as a result of vandalism or willful damage by a non-tenant, and
- the tenant is responsible for exterior care (i.e. yard maintenance and shoveling).

When requesting repairs or maintenance, the tenant will contact the Housing Department by phone or in person and notify them of the nature of the maintenance or repairs required. The work will be done in accordance with its priority (see section 5.0).

Housing Department will pay for basic models of appliances based on the size of the home and prior determination, when the originally supplied appliance is no longer in good working condition, basic models of cabinets and fixtures. With the written approval of the Housing Manager, a tenant may upgrade appliances, or replace cabinet(s) or fixture(s) with a more expensive model and will be responsible for the cost of the items. The tenant will contact the Housing Department to have the old appliance, fixture or cabinet picked up and removed.

If the tenant has purchased their own fridge and or stove, they will be able to take the appliance(s) with them to their next home. However, cabinets or fixtures will remain in the house and becomes the property of Takla Nation.

Takla Nation will not accept responsibility for, nor is it obligated to, reimburse the tenant for any significant maintenance, repairs or renovations that are undertaken by the tenant without prior written authorization from the Housing Manager.

3.0 Housing Department Responsibilities

Housing Department is responsible for maintaining the unit and property to ensure compliance with applicable health, safety and housing standards as set out by provincial government regulations and/or TN policies or laws.

The Housing Department shall carry out or oversee maintenance and repairs to the unit, including the building structure, heating system, electrical and interior plumbing where either:

- the maintenance or repair is required on a component in the home at the time of occupancy,
- the component has reached the end of its serviceable life, or
- the maintenance or repair is related to normal wear and tear.

The Housing Department will not repair damage to the home or replace damaged items when it has been determined to be a result of willful damage or neglect on the part of the tenant, their guests, or their pets.

4.0 Emergency Repairs

An emergency repair is defined as:

- an accident, break or defect in interior plumbing, heating or electrical system, or safety

- feature in any part of the unit,
- anything that presents a hazard to the immediate health or safety of the tenant, or
- anything required to prevent the loss of an essential service or immediate damage to the unit.

The tenant shall immediately report to the Housing Department the need for emergency repairs. The Housing Department provides tenants with a 24-hour emergency contact number and will make every reasonable effort to respond within 24 hours of receiving notice.

The Housing Department will arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed. If emergency repairs are determined to be a result of willful damage or neglect, the Housing Department will complete the repairs and will seek reimbursement of the cost from the tenant as outlined in the rental agreement or tenancy agreement.

5.0 Process

a. Work Orders

The tenant will contact the Housing Department by phone or in person to request maintenance, repairs or renovations. The request will be entered into the Housing Department system and a work order will be generated. The Department will contact the tenant to confirm the work order and an estimated wait time for repairs. All work carried out or follow up on work orders will be documented and maintained in the relevant file(s).

The Housing Department will review each work order to determine:

- the scope of the maintenance, repair, or renovation item(s),
- whether an inspection is needed to confirm the eligibility of the work being requested and the materials required, and
- whether the repairs are within the capabilities of Housing Department or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical, and plumbing systems).

b. Access to Unit and Refusal of Work

With 24 hours' notice, Housing Department may enter any unit to make repairs it deems necessary.

c. Priority of Work

Housing Department will prioritize all work requests as follows:

- priority 1 - emergency repairs and those repairs necessary to meet the minimum standards contained in the *Residential Landlord and Tenant Act*
- priority 2 - non-emergency minor repairs or maintenance (costs less than \$2,500) related to health and safety
- priority 3 - non-emergency minor repairs or maintenance (costs less than \$2,500) for all other items
- priority 4 - repairing or replacing appliances that are the responsibility of Takla Nation
- priority 5 - major repairs (costs greater than \$2,500 but less than \$10,000)

priority 6 - renovations (costs greater than \$10,000)

d. Records and Inspection

The Housing Department will keep a record of all maintenance and repairs carried out on a unit through its online profile, including the reason for the maintenance/repairs, the date, the item repaired or replaced and the costs.

All significant maintenance, repair and renovation work will be inspected by the Housing Department and a qualified building inspector.

6.0 Alternations, Additions, or Improvements

- a. The tenant must receive written permission from the landlord prior to making any permanent alterations, additions or improvements to the rental home and will be solely responsible for the cost of any such alteration, addition, or improvement.
- b. If the tenant makes any alteration, addition or improvement to the rental home without prior written authorization, the landlord may remove or change such alteration, addition or improvement at its sole discretion and the tenant will indemnify the landlord for any loss, expenses or damages incurred by the landlord as a result of such removal.
- c. Except where otherwise agreed to in writing by the parties, all improvements to the rental home will become the property of the landlord upon the termination of this agreement.
- d. All materials used in approved alterations will be supplied by the tenant. Depending on the type of alternation being done, the tenant will be required to hire and pay for a qualified professional to do the work, and inspections to finalize the project have taken place. Additions that are permanently attached to the house, such as a deck, become part of the house and remain the property of Takla Nation.
- e. Out buildings built without approval may be taken down and removed or may remain on the property, at the discretion of Takla Nation.

**Section VI
Municipal Services**

1.0 Garbage Collection and Recycling

Takla Nation provides household garbage collection once per week and recycling services as communicated. The Public Works Department reserves the right to refuse garbage or recycling pick-up if a tenant's garbage or recycling is not bagged or contains anything deemed to be hazardous materials.

2.0 Snow Removal

Tenants are responsible for snow removal from walkways and driveways. As a matter of safety, Public Works must have paths clear of snow, ice, and debris around the property in order to provide services. If there is not a clear path services may be denied. Public Works, in cooperation with the Housing Department, may provide snow removal assistance to tenants who are Elders or disabled and have no other support.

Section VII Inspections & Tenant Damage

1.0 Access to the Unit

Housing Department may enter a unit when:

- it is an emergency, and the entry is necessary to protect life or property,
- the tenant gives the Landlord permission,
- the tenant gives consent to enter for a specific purpose,
- written notice of entry has been provided at least 24 hours in advance that includes the purpose for entering, which must be reasonable, and the date of time for entry, which must be between 8:00 a.m. and 8:00 p.m.,
- the unit is being shown to prospective tenants once the current tenant has provided notice to terminate tenancy, or
- there are reasonable grounds to believe that a tenant has abandoned the unit.

If during an emergency, a Housing Department representative must enter the unit, he/she is to be accompanied by a witness (i.e. a member of Takla Nation administration, or an emergency responder). The tenant shall be notified in writing of the reason for the emergency entry.

2.0 Keys and Locks

- a. The landlord will retain a copy of the keys for the rental home.
- b. The landlord will not change the locks or other means of access to the rental home unless the landlord also provides the tenant with new keys or other means of access.
- c. The tenant will not alter or replace locks or other means of access to the rental home.

3.0 Condition Assessments

The landlord and tenant will jointly undertake a condition assessment of the rental home:

- i) prior to the tenant moving into the rental home;
- ii) on an annual basis to assess required maintenance;
- iii) at the end of the tenancy when the tenant vacates the rental home;
- iv) at any time as may be required by CMHC or another external agency that funded the construction of the rental home; and
- v) at any other time as the landlord may reasonably require.

During a move-in or move-out condition assessment the landlord and the tenant will jointly prepare a condition assessment report and the Landlord will provide the tenant with a copy of the condition assessment report that is signed by the tenant and the landlord.

If the tenant fails to participate in a move-in or move-out condition assessment, then:

- i) If the tenant has failed or refused to participate in a move-in condition assessment, the First Nation may rescind the offer and re-allocate the rental home in accordance with the Housing Policy; and
- ii) If the tenant has failed or refused to participate in a move-out condition assessment, the

Housing Department may conduct the move-out condition assessment and complete the Condition Assessment Report without the tenant being present.

All inspection reports will include:

- the general condition of the unit and property(including serial numbers and model numbers where applicable)
- the date of the inspection,
- photographs of the unit and property on the date of the inspection, and
- the signature of the inspector and the tenant.

A copy of the report will be given to the tenant within 10 working days of completion and a copy will be placed in the relevant files.

4.0 *Negligent or Intentional Damage or Vandalism*

The tenant is solely responsible for bearing the costs of all repairs and replacements, including insurance deductibles, required due to the negligent or intentional acts or omissions of the tenant, an authorized occupant and/or guest.

Where the landlord has reason to believe that damage to the rental home has occurred as a result of the intentional or negligent conduct of the tenant, an authorized occupant or guest, the landlord may conduct a condition assessment to assess the damage. Following this condition assessment, the landlord may issue to the Tenant a *Notice of Breach* containing:

- i) a description of the nature and extent of the damages;
- ii) a statement that the tenant has been determined to be responsible for the damage;
- iii) the repairs needed;
- iv) the costs of the repairs; and
- v) the repayment options available to the tenant.

The landlord will carry out the required repairs or replacements and the tenant will be invoiced. If the tenant does not pay the invoice or negotiate a repayment plan with the landlord within 20 working days of receipt of the invoice, this is a further breach of this Agreement for which the landlord may issue a *Notice of Breach*.

Notwithstanding the above, the landlord may by written notice require the tenant to undertake any repair or maintenance arising from or related to the tenant damage within a specified time where the repair or maintenance is ordinarily the responsibility of the tenant under the rental agreement or tenancy agreement.

The tenant is responsible for immediately reporting to the landlord and to the Takla Landing RCMP any third-party vandalism to the rental home. The tenant must provide the landlord with a copy of the police report. The landlord is not responsible to cover the costs of third-party vandalism where the tenant fails to report the vandalism and/or to provide the landlord with a copy of police report.

Section VIII Miscellaneous

1.0 *Emergency Housing*

2.0 *Noise*

All tenants must ensure that the rights of other tenants to peace, quiet and the enjoyment of their home and community is not diminished due to excessive noise (such as loud music or barking dogs).

If the tenants of a rental unit are identified as disrupting the neighbours or the community at large because of traffic, noise or parties, with such disruption to be determined at the sole discretion of Housing Department, the tenant shall be provided with a warning letter detailing the issue and stating that if another letter be received within 6 months, the tenancy may be in jeopardy. A second notice sent within a six (6) month timeframe may cause the termination of the tenancy.

3.0 *Pets*

Takla Nation may allow the keeping of a pet in a rental unit providing that a safe and sanitary environment is maintained for all tenants, staff and the general public, and that the physical condition of the unit and surrounding property is preserved.

This policy does not apply to service and assistance animals and does not limit or impair the rights of persons with disabilities.

If Housing Department receives a complaint about a tenant's pet, an investigation will be conducted and if warranted, the tenant will be given 30 days' notice to comply. Failure to comply with this notice may be taken as a breach of the tenancy agreement, and the tenant will be asked to find the pet an alternate home. Failure to do so may lead to a termination of the tenancy, as per Section IX, Termination of the Tenancy Agreement.

4.0 *Vehicles*

Tenancy includes the use of on-property space which may be used by the tenant to park [*insert number*] (*number to be discretionary to each agreement, depending on the type of property*) vehicle(s) which is/are regularly operated by the Tenant.

The following are not permitted on the premises and are a breach of the agreement for which the landlord may issue a *Notice of Breach*:

- i) parking or storage of any vehicle that is abandoned or inoperable; and
- ii) conducting major repairs or maintenance , painting or dismantling of any vehicle.

If the tenant contravenes any of the provisions set out above, the landlord may remove the automobile, vehicle, trailer, boat, or object, as the case may be, at the tenant's sole risk and expense and without notice. The tenant will reimburse the landlord for any expense incurred by

the landlord in removing, storing, or disposing of any vehicle, trailer, boat or object.

5.0 Subletting and Short-term Vacancies

Any attempt to sub-let will be met with the termination of a tenant's lease and the tenant will not be eligible to rent another Takla Nation home.

Tenants who will be away from their home for a minimum of three months may choose to contact the Housing Department, who may be able to find a short-term renter. The short-term renter will enter into a rental agreement with Takla Nation, and a suspension of the tenant's rental agreement will be documented and signed by both parties, for a specific period of time.

6.0 Moving between Rental Units

a) Moving at the request of the tenant

An existing tenant who occupies a Takla Nation rental unit and wishes to move to an alternate rental unit, will apply to Housing Department as outlined in this housing policy. The tenant's application for an alternate rental unit will be considered equally with all other applications.

b) Moving at the request of the landlord

If the number of permanent tenants in the unit is less than the number of bedrooms required by the household (i.e. 1 person in a 4 bedroom home), that individual may be asked to down-size to a smaller home to enable a larger family to have ample room. Transfer of the tenant will be confirmed with a minimum of 60 days written notice. Housing Department will complete a home visit with the tenant to confirm the details and timing of the transfer/relocation. A new rental agreement will be signed for the replacement unit.

7.0 Temporary Absence

If a tenant is away from the unit for a period of 7 consecutive days between May 1st and September 30th or 48 hours between October 1st and April 30th the tenant must arrange for a responsible adult with the experience to adequately care for the unit, to monitor during their absence to ensure the unit remains protected against weather and vandalism, and maintained in good order.

During the temporary absence, the tenant will be responsible for:

- paying all housing costs including rent, hydro and other services,
- ensuring that the monitor abides by the terms and conditions of the rental or tenancy agreement,
- paying the cost of repairing any willful damage or neglect to the unit that occurs during their absence.

If the tenant is not able or willing to pay the housing costs or arrange for regular care of the unit as noted above, it may be considered a breach of the agreement and the termination provisions

of this policy may apply.

8.0 *Abandoned Units*

A unit shall be considered abandoned if left unattended or unmonitored for a period longer than 7 consecutive days between May 1st and September 30th or 24 hours between October 1st and April 30th unless a written notice from the tenant has been provided to Housing Department. This is a requirement of the Takla Nation housing insurance policy. IS IT?

If a unit is considered abandoned, the Housing Department shall issue a preliminary notice to the mailing address of the house and take at least one of the steps listed below to confirm that the tenant has permanently abandoned the unit:

- visit the unit on 2 separate occasions (once during the day and once during the evening) and not being able to contact the tenant, or
- make 2 attempts to contact the tenant or an alternate contact provided by the tenant, or
- contact neighbouring tenants to confirm the tenant has not occupied the unit in the past seven days and that the unit is not being monitored.

If the tenant continues to make the monthly rent payments and Housing Department is able to contact the tenant in writing to confirm that they intend to return to the unit, and Housing Department deems the vacancy reasonable and permits the tenancy to continue, then

- it is the tenants' responsibility to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.),
- if care is not arranged or carried out and Housing Department must take action to secure the unit, Housing Department shall charge the tenant with all costs incurred,
- any repairs that are a result of the unit being left unoccupied during the tenants' absence shall be the responsibility of the tenant.

If the tenant leaves a unit without arranging for a responsible adult monitor and damage occurs to the unit during their absence (i.e. water lines freezing), it will be considered to be a breach of the tenancy agreement and grounds for termination of the tenancy agreement.

Once the unit has been considered abandoned, Housing Department will take the following steps:

- re-enter and secure the unit, which may include changing the locks and taking whatever steps are required to safeguard the asset;
- initiate the eviction process for substantial breach of the agreement.

If the former tenant has left personal property in the unit or on the property, the following shall apply:

- ☐ Housing Department shall seek authorization pursuant to the *Residential Landlord and Tenant Act* to remove the property,
- ☐ Housing Department shall apply to the Residential Tenancies Office (RTO) for an Order of Possession and an Order of Abandonment in order to remove, sell or dispose the former

tenants' personal property. Otherwise the landlord may itemize and store the items until such time as an RTO order is obtained or the tenant has returned to claim the items. The landlord should keep a written and photographic inventory of the items to document their condition. The law requires the landlord to exercise reasonable care and ensure the property is not damaged, lost or stolen when it is removed and stored.

- ☐ Housing Department may invoice the former tenant for the cost of removing their personal property and other related charges.
- ☐ Housing Department shall post a notice on the front door of the unit to notify the former tenant that the personal property has been removed and provide contact information for the former tenant to reimburse Housing Department for costs related to removal of personal property.
- ☐ If the former tenant does not contact Housing Department to reclaim their personal property within the 30 day period, Housing Department may dispose of the property.
- ☐ Housing Department shall maintain the written and photographic inventory and details of the disposal of the property for two years following the date of disposal.

If Housing Department removes, sells or otherwise disposes of the property, it may deduct from the proceeds:

- ☐ any amount owing to the landlord under the tenancy agreement,
- ☐ the cost of removing, storing, selling or disposing of the property, or
- ☐ the storage of the possessions would be unsafe.

Any proceeds that remain after Housing Department has deducted money for the removal, storage or disposal of the personal possessions shall be paid to the owner of those possessions.

If the tenant who left the property does not claim the proceeds from the sale within 6 months, Housing Department must forward the proceeds to Finance for deposit in the consolidated revenue fund.

If Housing Department removes, sells or otherwise disposes of possessions under this section, the department shall not be liable in any actions taken by the tenant who left or owned the property respecting the removal, sale or disposition.

9.0 Insurance and Indemnity

The Tenant is solely responsible for purchasing and maintaining contents insurance to cover the Tenant's personal property against loss from any and all causes. The Landlord will in no event be responsible for insuring any personal property in the Rental Home against any loss or damage. The Landlord will maintain property and fire insurance for the Rental Home.

The Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may void or render void-able any insurance policy carried by the Landlord for the Rental Home, or which may cause the premiums in respect of such policies to be increased and will be responsible for any losses, costs or damages incurred by the Landlord in relation to a breach of this section, including any increased insurance premiums.

The Tenant will indemnify and save the Landlord harmless from all liabilities, fines, suits, claims,

demands, damages and actions of any kind whatsoever for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Home.

10.0 Divorce or Separation

When a couple who are co-tenants separate, the tenancy shall be considered terminated on the following terms:

- if the renting family has children, that Housing Department will enter into a new agreement concerning the unit with the individual who has custody of the children on a case by case basis,
- in the case where a non-member co-tenant has custody of children who are Takla Nation members that, despite any requirement of this policy, such individual will be permitted to enter into an agreement for the rental unit, but that such lease will be terminated upon the last child who is a Takla Nation member and still residing in the home reaching 18 years of age, and
- if the renting family does not have children, Housing Department may, at its discretion, enter into a new lease concerning the unit with either of the parties without returning the party to the waiting list, provided that the party meets the eligibility requirements for the rental unit. Housing Department may, in its discretion, place a separated individual in another unit that is better suited to the individual and place the vacated unit back into the rental stock.

For the purposes of this section, a couple will be considered to be separated upon a co-tenant moving out of the rental unit for 30 days, uninterrupted, for a reason of separating from their partner.

The co-tenants shall give notice to Housing Department of any such separation and the failure to report such separation may be deemed a breach of the tenancy agreement and an eviction may result.

Any outstanding arrears owing by the couple to the date of the termination of the tenancy pursuant to this section will be divided between the couple to be considered owing immediately.

11.0 Death of a Tenant

All homes administered by the Housing Department will be returned for reallocation upon the death of a tenant. When a tenant dies, the rental housing unit will remain vacant for a period of 3 months to facilitate the grieving period and to allow time for the deceased's belongings to be removed. The family or the estate of the deceased will be responsible for paying the rent and the utilities.

If the deceased tenant is survived by a non-Takla Nation spouse and children who are Takla Nation members, despite any requirement of this policy, the spouse may be permitted to enter into an agreement for the rental unit, but that such agreement will be terminated upon the last child who is a Takla Nation member and still residing in the home reaching 18 years of age.

Once the allotted time period has elapsed, the unit will be returned to the housing stock and prepared for allocation by the Housing Department and Housing Committee.

12.0 Amendments to Forms

When required, the Housing Department may make amendments to the housing application and other related forms. Amended forms will be available at the Housing Department offices and online

Section IX Terminating the Tenancy Agreement

1.0 Termination of the Tenancy Agreement by the Tenant

The tenant may terminate the tenancy agreement by giving Housing Department written notice 30 days prior to the date they expect to leave. The notice will confirm the date that the tenant will vacate the unit.

2.0 Termination of the Tenancy Agreement by Takla Nation with Cause

a. Introduction

Terminating a tenancy with cause means that Housing Department can terminate the tenancy agreement and evict the tenant if the tenant has failed to live up to their obligations. An eviction will only be used when all other options have failed.

Takla Nation will retain a third party to oversee any and all final notices and eviction or termination processes.

b. Ending a Tenancy with cause

Housing Department may terminate the rental or tenancy agreement with cause if the tenant:

- is not paying rent or rental arrears,
- is using the home to conduct illegal or criminal acts,
- produces excessive noise and disturbs the neighbours, (see 2.0 Noise, page 27)
- has willfully or negligently caused significant damage to the unit or common areas,
- has ceased to be a Member of Takla Nation,
- has abandoned the property,
- has breached any term of the rental or tenancy agreement, or this policy,
- has committed any breaches and has not remedied same upon reasonable notice of the landlord.

3.0 Notice to Terminate the Rental or Tenancy Agreement

Termination will only be used as a last resort when all other options have failed.

A third-party will be contracted by the Nation to review all procedures leading up to eviction, and if appropriate shall give the tenant a 14 days written notice to end the tenancy where a tenant has committed a substantial breach of the rental agreement or tenancy agreement.

A 14-day notice for substantial breach of the tenancy agreement must be given to the tenant in writing, must be signed by Housing Department and must be in the form provided by the provincial government. The notice must identify the premises, state that the tenant did that breached the agreement, and state the date that the tenancy will end. A tenant must have a full 14 days before he has to move. The first day of the notice period is excluded, but the last day is included in the 14-day count. The tenant must be given a reasonable time to fix the issue before proceeding to an eviction.

Notice by either the landlord or the tenant can be given in person or sent by registered mail to the other party. If sent by registered mail, it will be deemed to have been given on the fifth day after the date of mailing.

If the tenant objects to the 14 day notice and wants to take the matter further, he must make application for dispute resolution to the Director of Residential Tenancies pursuant to the *Residential Landlord and Tenant Act*.

4.0 Recovery of Costs

Upon termination of the tenancy agreement, Takla Nation may apply to the Residential Tenancies Office to recover costs incurred as a result of enforcing the order of possession. The tenant shall be held responsible for rent arrears and any other expenses that Takla Nation incurred as a result of the termination of the agreement.

Section X Appeals and Dispute Resolution

1.0 Appeals

APPEAL PROCESS FOR APPLICATIONS denied

The tenant may appeal a termination decision by Housing Department by contacting the Band Housing Manager and submitting a tenant's application for dispute resolution along with a copy of the Notice to End Tenancy.

Section XI Collection Use and Disclosure of Personal Information

1.0 Personal Information

The Nation and its Housing Department are committed to ensure the appropriate collection, use and disclosure of housing-related personal information and to ensure the accuracy, security, and protection of such personal information in its custody and control.

Housing Application Form Template
Priority Rating Form Template

PROCEDURES APPROVAL SUMMARY

Approved by: Takla Nation Council

Original approval date:

Latest approval date: