

KLAHOOSE FIRST NATION

DRAFT RENTAL HOUSING POLICY

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1. INTERPRETATION

1.1 Interpretation

1.1.1 In this Housing Policy,

- (a) words in the singular include the plural, and words in the plural include the singular;
- (b) unless otherwise specified, a reference to an enactment includes a reference to an enactment amending or replacing the enactment; and
- (c) unless otherwise specified, any reference to an Act includes any regulations made under the Act.

1.2 Definitions

1.2.1 In this Housing Policy, unless otherwise specified, the following words and phrases have the meanings set out below.

“Arrears” means Rent, or other housing-related payment, owed by a Tenant that is due to the Klahoose First Nation and not received by the payment due date.

“Arrears Repayment Agreement” means the Arrears Repayment Agreement attached as Schedule “A” to this Housing Policy”.

“Authorized Occupant” means a person under the age of 19 who is permitted to reside in a Klahoose Home under the terms of a Rental Agreement, but who is not a Tenant.

“Band Council Resolution” or **“BCR”** means a resolution of the Council made at a duly convened meeting of the Council.

“CMHC” means the Canada Mortgage and Housing Corporation.

“Council” means the duly elected Chief and Council of the Klahoose First Nation.

“Elder” means a Member who is 60 years of age or older.

“Emergency Repairs” means repairs that are urgent and necessary for the health and safety of persons or the preservation or use of a Klahoose Home.

“FHRMIRA” means the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, S.C. 2013, c. 20.

“Finance Department” means the Klahoose First Nation department responsible for the administration of financial matters of the Klahoose First Nation.

“Firearms Act” means the *Firearms Act*, S.C. 1995, c. 39.

“First Nation Land” means Tork 7 Reserve and any lands set apart by Canada now or in the future as reserve lands of the Klahoose First Nation.

“First Nation Law” means any law, bylaw, regulation, rule or policy of the Klahoose First Nation.

“Good Financial Standing” in respect of a Member means the Member

- (a) does not owe any Arrears or other debts to Klahoose First Nation, or any business or entity owned by or affiliated with Klahoose First Nation, or
- (b) owes Arrears or other debts to Klahoose First Nation, or a business or entity owned by or affiliated with Klahoose First Nation, but has entered into a valid Arrears Repayment Agreement, or other valid debt repayment agreement in respect of the Arrears or other debts, and has paid, or is paying, the instalment payments under such agreements.

“Guide Dog and Service Dog Act” means the *Guide Dog and Service Dog Act*, S.B.C. 2015, c. 17.

“Home-Based Business” means a commercial business that is operated out of a Klahoose Home by a Tenant, and which is secondary to the residential use of the Klahoose Home.

“Household Composition” means the number of people in a household, their ages, genders and relationships to one another.

“Housing Advisory Committee” means the committee appointed by the Council responsible for the activities described in section 2.6.2.

“Housing Department” means the Klahoose First Nation department responsible for the administration of Klahoose First Nation housing programs and services and includes the Housing Manager, the Housing Coordinator and any staff of the Housing Department.

“Housing Coordinator” means the Klahoose First Nation employee responsible for managing the day-to-day operations of the Housing Department, and the delivery and administration of the Klahoose First Nation’s housing programs and services.

“Housing Manager” means the Klahoose First Nation employee responsible for overseeing the Housing Department, including the Housing Coordinator and maintenance staff, and managing policy development, asset management, and budget.

“Housing Policy” means this Klahoose First Nation Rental Housing Policy, adopted **[date]**.

“Illegal, Harmful, or Unwanted Activity” means any activity that is in violation of any First Nation, federal or provincial law, or any conduct that causes danger or otherwise impacts the safety of any person on First Nation Land.

“ISC” means Indigenous Services Canada.

“Indian Act” means the *Indian Act*, R.S.C. 1985, c. I-5.

“Klahoose First Nation” means [add definition consistent with other Policies]

“Klahoose Home” means a house that is owned by the Klahoose First Nation for occupation by a Tenant under the terms of a Rental Agreement and includes the lands on which the Klahoose Home is situated.

“Laws” means First Nation Law and provincial and federal laws.

“Member” means an individual whose name appears, or is entitled to appear, on the list maintained for the Klahoose First Nation by ISC pursuant to section 9 of the *Indian Act* .

“Member-Owned Home” means a house or other residential property on Klahoose First Nation Land to which a Member has a right to use and occupy in accordance with the terms of the House Assignment Agreement.

“Minister” means the Minister of Indigenous Services Canada as defined in the *Indian Act*, or the Minister’s delegate.

“Mobile Dwelling” means a movable dwelling that can be used as a residence and relocated on short notice, such as a recreational vehicle, travel trailer, or tent trailer, but does not mean a mobile, manufactured, prefabricated, or modular home.

“NOS” means the National Occupancy Standards developed by the CMHC.

“Notice of Breach” means the notice provided in accordance with section 12.3.1.

“Notice of Eviction” means the notice provided in accordance with section 12.7.

“Notice to End Tenancy” means the notice provided in accordance with section 12.2.1.

“Public Place” means any place to which the public has access as of right or by invitation, express or implied, whether or not a fee is charged for entry.

“Proof of Income” means documentation used to verify the annual income of a person or household, including a T4 Statement of Remuneration Paid, a T451 Notice of Assessment, pay stubs, or other such document evidencing income as required by the Housing Department.

“Rent” means an amount of money paid, or required to be paid, by a Tenant to the Klahoose First Nation as described in a Rental Agreement in return for the right to occupy a Klahoose Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the Klahoose First Nation in connection with the tenancy.

“Rental Agreement” means a written agreement made between the Klahoose First Nation and a Tenant under this Housing Policy that confers on the Tenant a right to occupy a Klahoose Home in exchange for the payment of Rent to the Klahoose First Nation, and includes any renewal of a Rental Agreement.

“Rental Housing Needs Assessment Form” means a document used to confidentially and objectively evaluate rental housing applications based on established Tenant selection criteria.

“Shelter Allowance” means the “Shelter Allowance” benefits provided under the income assistance program administered by ISC.

“Spouse” means either of two persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least two years regardless of the gender identity or sexual orientation of those persons.

“Sublease” means an agreement made among a Tenant, a Subtenant and the Klahoose First Nation through which the Subtenant assumes the rights and responsibilities of the Tenant under a Rental Agreement for a specified period of time.

“Subtenant” means the individual(s) who enters into a Sublease.

“Tenant” means any person who is subject to a Rental Agreement and pays Rent or who is required to pay Rent to Klahoose First Nation in return for the right to use and occupy a Klahoose Home. Each of two or more persons meeting this definition for the same Klahoose Home is both a “Tenant” and a “Co-Tenant”.

“Tenancy Review Meeting” means the meeting described under section 8.

“Unauthorized Occupant” means any person who resides in a Klahoose Home for more than 30 days without the approval of the Housing Department.

“Vulnerable Person” means a person who, because of age, disability or other circumstances is in a position of dependency on others, or is otherwise at a greater risk than others of being harmed by a person in a position of trust or authority towards them. Vulnerable persons include minor children, Elders, and those with physical or mental disabilities.

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2. ADMINISTRATION

2.1 Authority of the Policy

- 2.1.1 This Housing Policy is made under the authority of Band Council Resolution #[insert#] effective as of [date] and takes the place of all previous and existing housing regulations and policies within the scope defined below in section 2.2.

2.2 Scope of the Policy

- 2.2.1 This Housing Policy applies to all Klahoose Homes on First Nation Land, to all Rental Agreements, and to rental housing programs and services provided or administered by the Housing Department.
- 2.2.2 This Housing Policy does not apply to Member-Owned Homes.

2.3 Applicable Laws

- 2.3.1 This Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable First Nations Laws and federal, provincial, or territorial legislation.

2.4 Illegal, Harmful or Unwanted Activity

- 2.4.1 Klahoose First Nation is committed to preserving and protecting the health, safety and wellbeing of the Klahoose First Nation, its Members and all persons who live, work and visit Klahoose First Nation Land in order to ensure a safe community free of Illegal, Harmful or Unwanted Activities and that everyone can enjoy.
- 2.4.2 Activity that jeopardizes the health, safety and wellbeing of the Klahoose First Nation, its Members and other persons living, working or visiting First Nation Lands will not be tolerated and the Klahoose First Nation will vigorously enforce all applicable laws and policies in respect of all such activities including but not limited to:
- (a) disturbing the peace;
 - (b) disorderly conduct;
 - (c) nuisance; and
 - (d) trespass.

2.5 Application of Human Rights and Privacy Legislation

- 2.5.1 The Klahoose First Nation is subject to the *Canadian Human Rights Act*, R.S.C., 1985, c. H-6, in the provision and administration of housing services and allocation of housing and lands.
- 2.5.2 Human rights legislation and policies prohibit discrimination and harassment in the provision of a service or residential accommodation.

2.5.3 The Klahoose First Nation is subject to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, which regulates the collection, use and disclosure of personal information by federal works, undertakings and businesses.

2.6 Roles and Responsibilities

Council

2.6.1 The roles and responsibilities of the Council include:

- (a) overseeing and approving housing and land use planning and community strategies;
- (b) identifying and lobbying for housing funding;
- (c) ensuring that housing services and programs are administered in accordance with principles of procedural fairness and natural justice and in compliance with applicable laws and policies including housing allocation and evictions;
- (d) reviewing and approving housing goals, objectives, strategies, and budgets related to the delivery and administration of housing programs and services;
- (e) reviewing, approving, and adopting housing policies, procedures and amendments thereto;
- (f) supporting the Housing Department in the implementation and enforcement of housing policies and procedures;
- (g) reviewing Housing Advisory Committee policy amendment recommendations and making decisions regarding such recommendations;
- (h) participating in investigations and hearing of appeals in accordance with the Appeals Procedure as section 31; and
- (i) ensuring all housing programs and services are provided as intended.

Housing Advisory Committee

2.6.2 The roles and responsibilities of the Housing Advisory Committee include:

- (a) operating in accordance with the Klahoose First Nation Housing Advisory Committee Terms of Reference made under the authority of Band Council Resolution #**[insert#]** effective as of **[date]**;
- (b) ensuring that housing programs and services are administered in accordance with principles of procedural fairness and natural justice and in compliance with applicable Laws and policies;

- (c) making recommendations to the Council regarding housing goals, objectives, strategies, and budgets related to the delivery and administration of housing programs and services;
- (d) providing guidance, recommendations, and support to the Housing Department in the delivery and administration of housing programs as set out in policies and procedures;
- (e) ensuring accessibility of the Committee and its operations to Members;
- (f) evaluating the implementation, enforcement, and effectiveness of the Housing Policy and recommending to the Council any amendments to the Housing Policy;
- (g) developing and supporting implementation of long- and short-term housing strategies and plans.

Housing Department

2.6.3 The roles and responsibilities of the Housing Department include:

- (a) administering all housing programs and services;
- (b) implementing and enforcing the Housing Policy and other housing-related Laws, plans, and agreements;
- (c) making and applying housing allocation and eviction decisions based on the Housing Policy and other housing-related Laws, plans, and agreements;
- (d) providing guidance, recommendations, and support to the delivery and administration of housing programs in accordance with policies and procedures;
- (e) researching new program options and issues that may impact delivery of the housing program and identifying new approaches to the delivery of on-reserve housing;
- (f) delivering housing education and information to Members, including conducting community meetings and workshops, to encourage successful homeownership and tenancy;
- (g) ensuring that Members have access to this Housing Policy, any reports of the Housing Department and all applicable Laws;
- (h) maintaining the value of the Klahoose First Nation's housing stock in a cost-effective manner and in accordance with this Housing Policy;
- (i) monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Council;
- (j) supporting the Council in annual reviews of housing goals, objectives, strategies, policies, and procedures;

- (k) preparing annual reports, workplans, and budgets as required;
- (l) managing housing budgets and financing;
- (m) project management of new housing and renovations;
- (n) ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant, and Tenant records in accordance with privacy Laws;

Housing Coordinator

2.6.4 The roles and responsibilities of the Housing Coordinator include:

- (a) overseeing Housing Department administration and Member relations;
- (b) conducting and overseeing condition inspections, maintenance, and repairs;
- (c) communicating with the Klahoose First Nation's finance department on collection of Rent and Arrears as applicable;
- (d) managing and maintaining agreements with Tenants and vendors, including evictions and housing allocation procedures;
- (e) other tasks as may be needed for the proper administration of the Klahoose First Nation's housing programs.

Housing Manager

2.6.5 The roles and responsibilities of the housing manager include:

- (a) overseeing the Housing Department, including supervision of the Housing Coordinator, and maintenance staff;
- (b) developing and implementing housing policies and procedures;
- (c) managing housing assets and ensuring proper maintenance and repairs;
- (d) overseeing budget management and financial reporting related to housing programs;
- (e) ensuring compliance with applicable Laws and regulations;
- (f) liaison with external agencies and stakeholders to support housing initiatives;
- (g) addressing tenant concerns and resolving disputes;
- (h) leading strategic planning for housing development, and improvements; and
- (i) other tasks as required for the effective administration of Klahoose First Nation's housing programs.

Tenants

2.6.6 The roles and responsibilities of Tenants include:

- (a) reading, understanding, and complying with the terms and conditions of this Housing Policy, any applicable Laws and any Rental Agreement or other housing-related agreements to which they are a party, including paying Rent and complying with maintenance requirements; and
- (b) participating in community meetings and workshops and engaging with the Housing Department and where appropriate or necessary.

Klahoose First Nation Members

2.6.7 The roles and responsibilities of Members include:

- (a) contributing views on existing and future housing programs, policies, and procedures; and
- (b) supporting implementation of housing goals, objectives, policies, and procedures as approved by the Council.

2.7 Collection of Money Owed to Klahoose First Nation

2.7.1 The Klahoose First Nation may use any means reasonably necessary, and as permitted by Law, to collect any amount owed by a Tenant or previous Tenant, including for previous loans or arrears to the Klahoose First Nation, including by

- (a) applying all or a part of the Tenant's annual distribution to the outstanding amount in accordance with the Klahoose First Nation Distribution Policy;
- (b) garnishing wages pursuant to a wage garnishment consent form signed by a Klahoose First Nation employee or contractor; or
- (c) applying to the court for a garnishment order.

3. ELIGIBILITY REQUIREMENTS

3.1 Eligibility Requirements

3.1.1 To be eligible to apply for a Klahoose Home a person must:

- (a) be a Member, unless provided otherwise in this policy;
- (b) be in compliance with all First Nation Laws;
- (c) be of at least 19 years of age;
- (d) occupy only one Klahoose Home at a time;
- (e) provide Proof of Income sufficient to meet the Rent and living expenses;

- (f) be in Good Financial Standing; and
- (g) not have been evicted from any Klahoose Home or otherwise have a history of failure to comply with a Rental Agreement within the two years immediately preceding the date of application.

4. APPLICATIONS FOR KLAHOOSE HOMES

4.1 Applications for Klahoose Homes

- 4.1.1 All persons 19 years of age or over who wish to live in a Klahoose Home must apply to be a Tenant under this section.
- 4.1.2 Any Member who meets the eligibility requirements in section 3 may apply to rent a Klahoose Home by submitting a completed application in the prescribed form to the Housing Department.
- 4.1.3 Applications may be submitted to the Housing Department at any time, and when potential applicants are invited to do so by the Housing Department.
- 4.1.4 Applications for rental housing will be submitted to the Housing Department in a sealed envelope, marked personal and confidential, or by electronic application to the dedicated email address of the Housing Coordinator.
- 4.1.5 The Housing Department will date and time stamp applications upon receipt and hold them securely.
- 4.1.6 The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and incomplete applications.
- 4.1.7 If an application is rejected as ineligible or incomplete, the Housing Department will notify the applicant and provide the applicant with an explanation about why the applicant is ineligible, or indicating the deficiencies in an incomplete application as well as the deadline to re-submit the application.
- 4.1.8 An applicant may correct an incomplete application and re-submit within 14 days. If an application is not resubmitted within 14 days, the original application is considered void, and the applicant would need to reapply for housing, and will be moved to the bottom of the housing applicant list.
- 4.1.9 A completed application must include:
 - (a) a completed application form, which must include:
 - (i) consent to a credit check; and
 - (ii) proof of adoption or guardianship for any children or dependents.
 - (b) the applicant's Proof of Income; and

- (c) letters of reference from any landlords from whom the applicant has rented in the past five years, or, where such references cannot be provided, any references with which the Housing Department can confirm the applicant's ability to effectively manage the obligations of a Tenant under a Rental Agreement.

5. ALLOCATION OF KLAHOOSE HOMES

5.1 Notice of Available Klahoose Homes

5.1.1 When a Klahoose Home becomes available, the Housing Department will first look to the waitlist. If there are no suitable applicants on the waitlist that match with the available Klahoose Home, the Housing Department will advertise the Klahoose Home to the Members by posting notices as follows, but not limited to:

- (a) at the administration office;
- (b) social media
- (c) in a newsletter; and
- (d) on the Klahoose First Nation website.

5.1.2 The notice issued under section 5.1.1 will include the following information:

- (a) address and description of the available Klahoose Home;
- (b) size of the Klahoose Home;
- (c) applicable Tenant selection criteria in accordance with section 5.2.1;
- (d) deadline for applications; and
- (e) any other information the Housing Department deems relevant the allocation decision.

5.1.3 The Housing Department will intake completed applications in accordance with section 4.1.

5.2 Tenant Selection/Prioritization Criteria

5.2.1 Once the application deadline has passed the Housing Department will undertake a confidential and unbiased suitability assessment of the applications, using the Rental Housing Needs Assessment, based on the following Tenant selection criteria:

- (a) the applicant's overall eligibility in accordance with section 3.1;
- (b) the suitability of the applicant in relation to the size and type of housing available;
- (c) the applicant's demonstrated level of need;
- (d) the applicant's history as a Tenant and/or ability to manage their obligations as a Tenant;

- (e) the length of time the applicant has been on the waitlist for a Klahoose Home; and
 - (f) the date of the housing application.
- 5.2.2 In addition to the Tenant selection criteria in section 5.2.1, priority for a Klahoose Home will be determined in the following order:
- (a) applicants with children;
 - (b) Elders;
 - (c) applicants with special needs;
 - (d) all other applicants.
- 5.2.3 In accordance with the order of priority in section 5.2.2, the Housing Department may prioritize handicapped accessible units to families or single applicants who have physical disabilities, over those applicants who do not.
- 5.2.4 The Housing Department will determine the most eligible applicant based upon how closely they meet the applicable Tenant selection criteria.
- 5.2.5 If more than one applicant achieves the same rating, the first application received by the Housing Department will be selected.

5.3 Notification

- 5.3.1 The Housing Department will notify the successful applicant in writing of the offer to rent the subject Klahoose Home. This notification must include:
- (a) the address, rental rate, and number of rooms of the Klahoose Home;
 - (b) a copy of the Rental Agreement;
 - (c) information on how to obtain and view this Housing Policy, any other relevant documents, and all other applicable First Nation Laws;
 - (d) the dates from which the applicant may choose for an orientation meeting with the Housing Department; and
 - (e) the date by which the applicant must confirm acceptance of the offer by signing the Rental Agreement and returning it to the Housing Department.
- 5.3.2 The applicant must respond to the notification of offer by the date specified in the offer, or if no date is specified, within 3 days of receipt of the offer, to accept or decline the offer and, if accepting the offer, to arrange a time with the Housing Department for an orientation meeting prior to executing the Rental Agreement.
- 5.3.3 If an applicant does not respond to the notification of offer within the time specified in section 5.3.2 the applicant is deemed to have declined the offer and the Housing

Department may re-allocate the Klahoose Home to the next most suitable applicant or, if there is no other applicant, advertise the Klahoose Home again in accordance with section 5.1.1.

5.4 Unsuccessful Applications & Appeals

- 5.4.1 If an application is unsuccessful, the applicant may request an explanation from the Housing Department. If the applicant disagrees with the explanation, they may submit an appeal in accordance with the Klahoose First Nation Appeals Policy.

6. OCCUPANCY PROCEDURES

6.1 Occupancy Procedures

- 6.1.1 Any prospective occupant of a Klahoose Home 19 years of age or older who will occupy a Klahoose Home for more than 30 days, including a person who is not a Member, is considered a prospective Tenant and must participate in these occupancy procedures.
- 6.1.2 Before occupying a Klahoose Home, a prospective Tenant must:
- (a) attend an orientation meeting with the Housing Department to:
 - (i) review the Rental Agreement, Housing Policy and Klahoose First Nation property insurance documents;
 - (ii) review Tenant maintenance and repair responsibilities; and
 - (iii) identify any issues that require resolution prior to commencement of the tenancy;
 - (b) participate in a move-in condition assessment of the Klahoose Home in accordance with section 25.2.1;
 - (c) pay the first month's Rent to the Klahoose First Nation;
 - (d) pay the security deposit in accordance with section 22.1;
 - (e) if applicable, pay the pet damage deposit in accordance with section 22.1.2; and
 - (f) execute the Rental Agreement and any related documents.
- 6.1.3 A prospective Tenant must complete all processes required under this section within 5 business days of accepting an offer of tenancy and before taking possession of the Klahoose Home.
- 6.1.4 If an applicant fails to comply with section 6.1 within the time specified, the Housing Department will rescind the offer and re-allocate the Klahoose Home.

6.2 Rental Agreements

- 6.2.1 In signing a Rental Agreement, the Tenant agrees to comply with all terms and conditions of the Rental Agreement and this Housing Policy, including to:

- (a) pay Rent and utility bills on time, and in full;
- (b) be responsible for any damage to the Klahoose Home due to accident or negligence;
- (c) maintain the Klahoose Home in a clean, safe and orderly condition;
- (d) care for and maintain the lands on which the Klahoose Home is located;
- (e) permit only Authorized Occupants to reside in the Klahoose Home; and
- (f) comply with all Laws and policies.

6.2.2 In signing a Rental Agreement, the Klahoose First Nation agrees to:

- (a) allow Tenants and Authorized Occupants to reside in the Klahoose Home; and
- (b) provide and maintain the Klahoose Home in a reasonable state of repair suitable for occupation and quiet enjoyment.

6.2.3 A Rental Agreement must be renewed annually and must be updated anytime there are changes to Tenant information, Authorized Occupants, or Household Composition. Renewals may include any policy changes and updated Rent calculations.

6.2.4 After a Rental Agreement has been signed by the Tenant(s) and the Housing Coordinator, the Housing Department will:

- (a) provide the Tenant with a copy of the signed Rental Agreement; and
- (b) securely keep the original and one copy of the signed Rental Agreement in the Tenant's file at the Housing Department.

6.3 Granting Occupancy

6.3.1 Upon completion of all stages in this section applicants are entitled to occupancy of the Klahoose Home on the date set out in the Rental Agreement.

6.3.2 The Klahoose First Nation will provide the Tenant with keys or other means of access to the Klahoose Home on, or before, the day on which the Tenant is entitled to take possession of the Klahoose Home.

7. OCCUPANCY STANDARDS

7.1 Authorized Occupants

7.1.1 Every person 19 years of age or older who resides in a Klahoose Home on a continual basis for a period of 30 or more days, in any 12-month period, must be approved by the Housing Department to be a Tenant and made party to the Rental Agreement, except where the Klahoose First Nation has granted a short-term extension.

7.1.2 Every person under the age of 19 who resides in the Klahoose Home on a continual basis for a period of 30 or more days, in any 12-month period, must be approved by the

Housing Department and, if approved, be listed as an Authorized Occupant on the signed Rental Agreement.

- 7.1.3 No changes may be made to the list of Authorized Occupants in a Rental Agreement without the prior written consent of the Housing Department, which will be appended to the Rental Agreement along with an amended list of Authorized Occupants.
- 7.1.4 The Housing Department may refuse any request to approve additional Authorized Occupants where such approval would result in overcrowding or failure to comply with the NOS.
- 7.1.5 A Tenant who allows any person who is not an Authorized Occupant to reside in the Klahoose Home on a continual basis for a period of 30 or more days, in any 12-month period is in violation of this section and in breach of the Rental Agreement and may be evicted for cause in accordance with section 12.3 of this Housing Policy.

7.2 Guests

- 7.2.1 The Klahoose First Nation will not unreasonably prevent the Tenant from having guests in the Klahoose Home.

7.3 Tenant Responsibility

- 7.3.1 A Tenant is responsible for the actions of all Authorized Occupants, guests, and Unauthorized Occupants residing in the Klahoose Home, including any conduct which results in damage to the Klahoose Home, or is otherwise in violation of the Rental Agreement or this Housing Policy.

7.4 Vulnerable Person Abuse in a Klahoose Home

- 7.4.1 Physical, verbal, or financial abuse of Vulnerable Persons in a Klahoose Home by a Tenant, Authorized Occupant, or any other person, will not be tolerated and will be considered a breach of this Housing Policy.
- 7.4.2 If physical, verbal, or financial abuse of a Vulnerable Person by a person who is a guest or an Unauthorized Occupant is suspected or confirmed, the Housing Department may do any of the following:
 - (a) conduct an investigation in accordance with applicable Laws and this Housing Policy, and in collaboration with other departments or organizations;
 - (b) refuse to approve a request the person be added as an additional Authorized Occupant; and,
 - (c) ask the person to vacate the Klahoose Home.
- 7.4.3 If physical, verbal, or financial abuse of Vulnerable Persons by a Tenant or Authorized Occupant is suspected or confirmed, the Housing Department may do any of the following:

- (a) conduct an investigation in accordance with applicable Laws and this Housing Policy, and in collaboration with other departments or organizations; and,
- (b) issue a Notice of Eviction without a prior Notice of Breach pursuant to section 12.4.1(e).

7.4.4 If a guest, Unauthorized Occupant or a Tenant has been asked to vacate a Klahoose Home in accordance with section 7.42(c), or served a Notice of Eviction pursuant to section 12.4.1(e), they will be considered to be trespassing and the Klahoose First Nation may seek the assistance of the RCMP to have them removed from the Klahoose Home.

7.4.5 The Housing Department may enter into a new Rental Agreement with the remaining Tenant(s) or Authorized Occupant(s) in the Klahoose Home, or transfer the Tenant to another Klahoose Home in accordance with section 26.

8. TENANCY REVIEW MEETING

8.1 Tenancy Review Meeting

8.1.1 Within 60 days prior to the expiry of a Rental Agreement, the Housing Department will arrange for a Tenancy Review Meeting between the Klahoose First Nation the Tenant at a mutually agreeable date, time and location.

8.1.2 The purpose of the Tenancy Review Meeting is to:

- (a) determine if there is a mutual desire between the Klahoose First Nation and the Tenant to renew the Rental Agreement;
- (b) review any housing issues or concerns;
- (c) review the Rental Agreement, the Housing Policy, and any applicable First Nation Laws;
- (d) confirm Household Composition; and
- (e) renew the Rental Agreement.

8.1.3 A Tenant who fails to participate in the Tenancy Review Meeting will be issued a Notice of Breach pursuant to section 12.3.1.

8.1.4 If a Tenant fails to participate in the Tenancy Review Meeting after being issued a Final Notice of Breach pursuant to section 12.3.3, they will be issued a Notice of Eviction in accordance with section 12.3.4 and will not be eligible to renew their Rental Agreement.

9. RENT RATES

9.1 Rent Rates

9.1.1 Rents are set by the Klahoose First Nation based on the type and size the home as well as the phase or project that constructed the home.

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- 9.1.2 Klahoose First Nation provides a housing subsidy to Elders specified in the annual Elders budget. Notice will be provided to Elders at the beginning of each fiscal with the subsidy amount.
 - 9.1.3 Rent Rates will be reviewed annually and may be increased once each year.
 - 9.1.4 Any adjustments to Rent will be set by the Housing Department as of April 1st each year.
 - 9.1.5 The Housing Department will give Tenants written notice of any increase to Rent by January 31st of each calendar year.

10. PAYMENT OF RENT

10.1 Payment of Rent

- 10.1.1 All payments of Rent must be made to the Finance Department.
- 10.1.2 Funds collected by the Finance Department as Rent contribute to the cost of housing for all Members and protect the Klahoose First Nation's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Rental Agreement.
- 10.1.3 Rent is due and must be paid in full by 5:00 p.m. on the first business day of every month for which the Rent is due.
- 10.1.4 In the event a Tenant moves-in or vacates a Klahoose Home on a day other than the first day of the month, the payment for that month will be prorated.
- 10.1.5 If a tenant experiences financial hardship and is unable to pay Rent due to unforeseen circumstances, they must notify the Housing and Finance Departments immediately to enter an arrears repayment agreement for the unpaid Rent. Each request will be individually assessed based on circumstances. Approval is not guaranteed.

10.2 Payment Methods

- 10.2.1 Rent must be paid by the following methods:
 - (a) Preauthorized Debit from a Canadian banking institution;
 - (b) by payroll deduction, if the Tenant is an employee or contractor doing work for the Klahoose First Nation or on the Klahoose First Nation's payroll, and the Tenant has completed a Payroll Rent Deduction Form to have their Rent deducted directly from their pay cheque. Tenants who are an employee or contractor doing work for the Klahoose First Nation are strongly encouraged to complete a Payroll Rent Deduction Form; or
 - (c) by Social Development transfer.
- 10.2.2 Except as outlined in s. 10.2.3, any payment for Rent that is returned for non-sufficient funds ("NSF") must be replaced immediately and will be subject to a \$30 NSF fee

payable to the Klahoose First Nation. The tenant will contact the Finance Department to make the payment.

- 10.2.3 Klahoose First Nation recognizes that tenants may face financial challenges and does not intend to cause further financial harm. One NSF fee will be waived per calendar year.

10.3 Persistently Late Payments

- 10.3.1 If a Tenant regularly pays Rent after the time on which it was due but before any notice of Arrears is issued, the Tenant may not be eligible to renew the Rental Agreement.
- 10.3.2 If a Tenant fails to pay Rent on time more than three times in one calendar year and the Klahoose First Nation has issued Notices of Arrears in each case, the Klahoose First Nation may terminate the Rental Agreement and issue the Tenant a Notice of Eviction.

10.4 Annual Statement of Account

- 10.4.1 At the end of each fiscal year, the Housing Department will provide each Tenant with an annual statement of their housing account.

11. ARREARS

11.1 Arrears

- 11.1.1 All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.
- 11.1.2 Rent is in Arrears if the full amount is not paid by 5:00 pm. on the first business day of the month for which the Rent is due.
- 11.1.3 If a Tenant fails to pay Rent on time, the Tenant is in default and must immediately make an appointment with the Housing Department to pay the Arrears or, if the Tenant is unable to pay the Arrears, to negotiate an Arrears Repayment Agreement.

11.2 Historic Arrears

- 11.2.1 Any Arrears that are accrued at any time up to twenty-four months before the date on which this Housing Policy is adopted will be considered Historic Arrears. For greater clarity, such Arrears are not forgiven. Arrears will remain a debt owing to Klahoose First Nation and the individual will not be in Good Financial Standing.
- 11.2.2 A person who is not in Good Financial Standing under section 11.2.1 will not be eligible to apply to be a Tenant under this Housing Policy, except Tenants renewing a Rental Agreement.

12. TERMINATION OF TENANCY

12.1 Expiration of the Rental Agreement

12.1.1 Unless it is renewed, a tenancy ends on the date that a Rental Agreement expires, and the Tenant must vacate the Klahoose Home on or before the expiration date.

12.2 Termination of Tenancy by Tenants

12.2.1 A Tenant may terminate the Rental Agreement by submitting a Notice to End Tenancy to the Housing Department at least 30 days prior to the intended termination date.

12.2.2 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days' notice of termination, the Tenant must also pay Rent for the month immediately following the month in which notice was given.

12.2.3 The Tenant must vacate the Klahoose Home on or before the termination date.

12.3 Termination of the Tenancy by the First Nation

12.3.1 Where a Tenant has breached a term of this Housing Policy or a Rental Agreement, the Housing Department will issue a Notice of Breach to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.

Examples of breaches for which a Notice of Breach may be issued under this section include but not limited to:

- (a) disturbing the peace;
- (b) abuse of an Elder, Tenant or Authorized Occupant of a Klahoose Home;
- (c) failure to participate in a Tenancy Review Meeting;
- (d) subletting without prior written approval or when not permitted;
- (e) operating a home-based business without prior written approval or when not permitted;
- (f) keeping pets without prior written approval or when not permitted;
- (g) smoking in the Klahoose Home;
- (h) failure to comply with maintenance responsibilities;
- (i) failure to maintain reasonable health, cleanliness and sanitary standards;
- (j) refusal to grant the Klahoose First Nation unobstructed access to the Klahoose Home consistent with the Housing Policy and Rental Agreement;
- (k) refusal to resolve disputes;
- (l) unresolved Tenant damage;

- (m) unresolved pet damage, or failure to comply with section 17.3.
- (n) failure to honour the terms and conditions of Tenant Damage Repayment Agreement;
- (o) allowing a person who is not an Authorized Occupant to reside in the Klahoose Home for more than 30 continuous days;
- (p) allowing a person to occupy a Mobile Dwelling for more than seven days;
- (q) failure to pay Rent;
- (r) failure to honour the terms and conditions of an Arrears Repayment Agreement;
- (s) changing the locks on the Klahoose Home;
- (t) voiding or rendering voidable any insurance policy carried by the Klahoose First Nation for the Klahoose Home, or causing the premiums in respect of such policies to be increased;
- (u) parking or storage of any inoperable vehicle;
- (v) conducting major repairs or maintenance (including oil changes), painting or dismantling of any vehicle; and
- (w) storage of vehicle parts and accessories.

12.3.2 A Notice of Breach will be delivered by hand to the Tenant(s) residing in the Klahoose Home or posted to the front door of the Klahoose Home with a third-party as witness to the delivery of the Notice of Breach.

12.3.3 If the breach is not resolved within the time specified in the Notice of Breach a Tenant will be issued a final Notice of Breach granting the Tenant a further five business days to resolve the breach, and informing the Tenant that failure to do so will result in the issuance of a Notice of Eviction.

12.3.4 If the breach is not resolved within the time specified in the final Notice of Breach the Housing Department will serve the Tenant with a Notice of Eviction and the Rental Agreement will be terminated from the date specified in the Notice of Eviction, or if a date is not specified, ten calendar days from the date the Notice of Eviction was served.

12.4 Eviction for Severe Breaches

12.4.1 The Klahoose First Nation may terminate a Rental Agreement and serve a Notice of Eviction without a prior Notice of Breach where one or more of the following applies:

- (a) the Klahoose First Nation determines that the Tenant made false declarations on their application and was allocated the Klahoose Home as a result of the false declarations;

- (b) the Klahoose First Nation has reasonable cause to believe that the Tenant, an Authorized Occupant or guest is engaging in illegal or criminal activities in the Klahoose Home;
- (c) the Klahoose First Nation has reasonable cause to believe that the Tenant, an Authorized Occupant and/or guest has caused willful or extraordinary damage to the Klahoose Home or the Klahoose First Nation's property within the Klahoose Home;
- (d) the Tenant has engaged in activity that jeopardizes the health, safety and well-being of the Klahoose First Nation, its Members or other persons living, working or visiting Klahoose First Nation Lands.
- (e) the Tenant ceases to be a Member.

12.5 Repeated Breaches

12.5.1 If a Tenant receives more than three Notices of Breach in one calendar year,

- (a) the Tenant may not be eligible to renew the Rental Agreement; or
- (b) the Klahoose First Nation may terminate the Rental Agreement and issue the Tenant a Notice of Eviction even if the Tenant has corrected the breaches for which the Notices of Breach were issued.

12.6 Eviction for Failure to Vacate

12.6.1 If a Rental Agreement has ended in accordance with section 12.1, 12.2 or 12.3, a Tenant who fails to vacate the Klahoose Home may be evicted without further Notice of Eviction.

12.7 Issuing a Notice of Eviction

12.7.1 If the Housing Department has determined that a Tenant should be evicted for any of the breaches specified in this Housing Policy, the Housing Department will provide a report to the Council that describes:

- (a) the nature of the breach;
- (b) the policy that was breached;
- (c) the policy and process that was followed to attempt to resolve the breach; and
- (d) the reasons for eviction.

12.7.2 A Tenant is liable to pay Rent until the date that the Rental Agreement is terminated.

13. VACATING A KLAHOOSE HOME

13.1 Vacating a Klahoose Home

- 13.1.1 Tenants and Subtenants must vacate a Klahoose Home when required to do so under the terms of the Rental Agreement, a Notice of Eviction, or any other notice to vacate issued in accordance with this Housing Policy.
- 13.1.2 Vacating a Klahoose Home means that the Tenant has removed their personal property, returned all keys and access devices to the Housing Department, transferred all accounts for utilities back to the Klahoose First Nation and has left the Klahoose Home in a clean and undamaged condition, which includes:
- (i) floors, carpets and walls are cleaned and washed;
 - (ii) all light fixtures whole and undamaged with functioning light bulbs in place;
 - (iii) appliances cleaned and free of all debris inside and out;
 - (iv) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean; and
 - (v) all garbage removed from the Klahoose Home.

13.2 Move-Out Condition Assessment

- 13.2.1 As part of vacating a Klahoose Home, a Tenant is required to complete a Move-Out Condition Assessment in accordance with section 24.2.

13.3 Unclaimed Possessions

- 13.3.1 A Tenant who vacates a Klahoose Home and leaves personal property behind must contact the Housing Department within 30 days of vacating the Klahoose Home to arrange to collect the property left behind.
- 13.3.2 If the Tenant does not claim the personal property within the time agreed to under section 13.3.1, then the Housing Department may at its sole discretion dispose of the personal property.
- 13.3.3 The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by the Klahoose First Nation.

14. MARITAL BREAKDOWN

14.1 Relationship Breakdown Involving Tenants in Klahoose Homes

- 14.1.1 If there is a relationship breakdown involving Tenants who are Spouses to each other, the determination of which Tenant will retain occupancy of a Klahoose Home will be

made in accordance with this Housing Policy, FHRMIRA and any applicable order of a court having jurisdiction.

- 14.1.2 If the Tenants are Spouses and Members, they are considered to be “joint tenants” with equal rights to use and occupy the Klahoose Home.
- 14.1.3 If the Tenants are Spouses, and are both Members, and there are no children of the relationship, the following process will apply:
- 14.1.4 If within 30 days of separation, the tenants have no children from the relationship, the must give written notice to the housing department regarding the proposed change to tenancy. Only a member may retain possession of the Klahoose Home.
- 14.1.5 If the Tenants are Spouses and have made an agreement between them as to which Spouse would retain occupancy of the Klahoose Home in the event of a relationship breakdown, they may submit the agreement along with a revised application for rental housing to the Housing Department. The agreement must be signed by both parties, and witnessed by the Housing Department. Provided the agreement is consistent with this Housing Policy and any applicable Laws, and provided that the Spouse meets the eligibility requirements to be a Tenant, the Housing Department will allocate the Klahoose Home in accordance with the agreement.
- 14.1.6 If the Tenants are Spouses and there is a child, or children, of the relationship the Tenant who has primary care of the child, or children, will retain occupancy of the Klahoose Home and will be required to enter into a new Rental Agreement in accordance with the following process:
- (a) if the Tenant who has primary care of the child, or children, is not a Member and the children are also not Members, the Tenant who is a Member will retain occupancy of the Klahoose Home and will be required to enter into a new Rental Agreement; or
 - (b) if the child is a Member, or children are Members, and the Tenant with primary care of the child, or children, is not a Member, the Tenant who is not a Member will retain occupancy of the Klahoose Home until the child, or the youngest of the children, reach the age of majority, or the Tenant who is not a Member no longer has primary care of the child, or children. The Tenant who is a not a member will be required to enter into a new Rental Agreement.

14.2 Application of the Family Homes on Reserves and Matrimonial Interests or Rights Act

- 14.2.1 The FHRMIRA applies to all real property on Klahoose First Nation reserves and nothing in this Housing Policy supersedes the FHRMIRA.
- 14.2.2 Despite the processes set out in section 14.1 above, if a Tenant applies under FHRMIRA for a court order for emergency protection or for exclusive occupation of a family home where that home is also a Klahoose Home, any order of the court will prevail over the provisions of the Housing Policy.

14.2.3 If a Tenant makes an application under FHRMIRA for an exclusive occupation order for a Klahoose Home, the Tenant must give notice of the application to the Council and Council may make representations to the court regarding the social, legal, and cultural context of the application and whether or not the order should be granted. In making such representations to the court, the Council may put forward information relevant to all the factors the court is required to consider in making the order, as set out in the FHRMIRA, including information and views about:

- (a) the best interests of any children who habitually reside in the family home, including the interest of any child who is a Member to maintain a connection with the Klahoose First Nation;
- (b) applicable Klahoose First Nation Laws, accepted practices, and traditional laws and customs;
- (c) membership status and the relationship of the applicant and the respondent to the Klahoose First Nation;
- (d) the existing housing needs of the community as a whole;
- (e) the size of the Klahoose Home in relation to the level of occupancy; and
- (f) any other factors Council deems relevant.

15. DEATH OF A TENANT

15.1 Klahoose Home Procedures

15.1.1 A Tenant of a Klahoose Home does not own the Klahoose Home and cannot bequeath any interest or right in the Klahoose Home to any person upon their death.

15.1.2 If a Tenant of a Klahoose Home dies during the term of the Rental Agreement and there is no Co-Tenant under the Rental Agreement, the Rental Agreement is terminated. Upon termination of the Rental Agreement, the Klahoose First Nation will recover possession of the Klahoose Home and may re-allocate the Klahoose Home to the next qualified applicant in accordance with this Housing Policy unless there is a surviving Spouse of the deceased Tenant:

- (a) who retains the legal right to possession for a specified period of time under the FHRMIRA, or
- (b) has obtained a court order for exclusive occupation of the Klahoose Home in accordance with the FHRMIRA, in which case, the Klahoose First Nation will not recover possession of the Klahoose Home until the expiry of the time specified either by the FHRMIRA or by the applicable court order.

15.1.3 If a Co-Tenant of a Klahoose Home dies during the term of the Tenancy, the surviving Co-Tenant, or Co-Tenants, may retain possession of the Klahoose Home and becomes the sole Tenant, or Tenants, under the Rental Agreement provided that the surviving Co-Tenant, or Co-Tenants, is eligible to apply for a Klahoose Home in accordance with section 3.1.1.

15.1.4 If a surviving Co-Tenant, or Co-Tenants, is not willing or is not eligible to be a Tenant, the Rental Agreement is terminated, and the Klahoose First Nation will recover possession of the Klahoose Home and may reallocate the Klahoose Home to the next qualified applicant in accordance with this Housing Policy.

16. VEHICLES AND MOBILE DWELLINGS

16.1 Vehicles

16.1.1 A Tenant is permitted to store or park operable vehicles in the driveway of a Klahoose Home.

16.1.2 Parking or storage of inoperable vehicles, or storage of vehicle parts and accessories, is prohibited.

16.1.3 A Tenant must not conduct any major repairs or alterations to any vehicle on the premises of a Klahoose Home.

16.2 Storage, Parking and Occupancy of Mobile Dwellings

16.2.1 Tenants are permitted to store or park one insured Mobile Dwelling on a Klahoose Home property.

16.2.2 A Mobile Dwelling must not obstruct access to the Klahoose Home in any way, or otherwise cause a safety or fire hazard.

16.2.3 A Mobile Dwelling must not be connected to running water or electricity for more than seven days without the prior approval of the Housing Department.

16.2.4 A Tenant may permit a guest to occupy a Mobile Dwelling for a maximum seven days. Any guests or other persons occupying a Mobile Dwelling for more than seven days must be approved by the Housing Department.

16.2.5 Approval to occupy a Mobile Dwelling for a period longer than seven days will only be granted under the following conditions:

- (a) Entering into a Mobile Dwelling Occupancy Agreement, prior to moving the Mobile Dwelling to the Klahoose Home property;
- (b) the mobile Dwelling is in good working order and does not present a risk to the First Nation Land, or to the healthy and safety of any person on the First Nation Land;
- (c) proof of valid and satisfactory insurance for the Mobile Dwelling is provided to the Housing Department;
- (d) the Tenant and the occupant of the Mobile Dwelling agrees to enter into a Mobile Dwelling Occupancy Agreement which will set out the following:

- (i) The Mobile Dwelling Occupancy Agreement is valid for up to one year and will be reviewed annually. This agreement may be renewed each year in conjunction with the Rental Agreement;
- (ii) Utility Fees, **as listed in Schedule [TBD]**
 - (A) Utility Fee covers sewer, water, and solid waste services.
 - (B) Utility Fee will be reviewed annually and may be increased once each year.

16.2.6 Any adjustments to the utility fees will be set by the Housing Department as of April 1st each year. Entering into a Mobile Dwelling Occupancy Agreement does not make the occupant of a Mobile Dwelling a Tenant or Authorized Occupant of a Klahoose Home.

16.2.7 The occupant of a Mobile Dwelling is expected to adhere to all Laws and applicable Klahoose First Nation policies. Failure to do so will result in the termination of the Mobile Dwelling Occupancy Agreement, and may result in their eviction from First Nation Lands in accordance with applicable Laws.

16.2.8 At all times, the Tenant is responsible for the actions of a guest or occupant of a Mobile Dwelling, per section 7.3.

17. HOME-BASED BUSINESSES

17.1 Home-Based Businesses

17.1.1 The Klahoose First Nation encourages members to pursue employment opportunities and the Housing Department with work collaboratively with entrepreneurs to achieve positive outcomes.

17.2 Permission for Home-Based Businesses

17.2.1 The Tenant will not operate, or permit others to operate, a home-based business from the Klahoose Home without the prior written permission of the Housing Department.

17.2.2 To request approval for a Home-Based Business in a Klahoose Home, a Tenant will submit a request in writing to the Housing Department which will include the following:

- (a) A description of the Home-Based Business; and
- (b) a copy of the business license, if applicable.

17.2.3 After a Tenant has submitted a request for a Home-Based Business in accordance with section 16.2.2, the Housing Department will review the request.

17.2.4 Approval for the operation of a Home-Based Business will be subject to the following conditions:

- (a) the operation of the business will not violate any Laws or this Housing Policy;

- (b) the operation of the business will not disturb the quiet enjoyment of others;
- (c) the business will not require any structural changes to the Klahoose Home; and
- (d) the Tenant agrees to enter into a Home Based Business Agreement and to pay the annual fee, as set out in Schedule (**ADD**).

17.2.5 As part of the approval process, the Housing Department may conduct a condition assessment of the Klahoose Home in accordance with section 24.4 to confirm the condition and appropriateness of those parts of the Klahoose Home that will be designated for the operation of the home-based business.

17.2.6 Approval for the operation of a home-based business is valid for up to one year and will be reviewed annually. The Home-Based Business Agreement may be renewed each year in conjunction with the Rental Agreement.

18. PETS AND ANIMAL CONTROL

18.1 Keeping Pets in a Klahoose Home

18.1.1 Tenants are only permitted to have pets in the Klahoose Homes with the prior written approval the Housing Department granted in accordance with this Housing Policy.

18.1.2 The *Guide Dog and Service Dog Act* applies to this Housing Policy and a Rental Agreement.

18.1.3 A “guide dog” or a “service dog”, as defined in the *Guide Dog and Service Dog Act*, is permitted to reside in a Klahoose Home.

18.2 Authorizing Pets

18.2.1 For each pet a Tenant wishes to keep in the Klahoose Home, the Tenant must submit a request for pet in the form required by the Housing Department that includes the following information:

- (a) type and breed of the pet;
- (b) age, size and weight of the pet;
- (c) how the pet will be cared for or contained when the Tenant is away from the Klahoose Home, or when the pet is not inside the Klahoose Home;
- (d) The pet has been vaccinated and regularly treated for fleas and parasites, with updated veterinarian documents provided to the Housing Department;
- (e) The pet has been spayed or neutered, with updated veterinarian documents provided to the Housing Department

18.2.2 As part of the approval process, the Tenant and the Housing Manager will conduct a condition assessment of the Klahoose Home in accordance with section 24.2 to confirm the condition and appropriateness the Klahoose Home.

18.2.3 If the Housing Department approves an application to have a pet in a Klahoose Home:

- (a) the Tenant will sign and comply with the Pet Authorization Agreement to have a pet in a Klahoose Home and such terms and conditions will be appended to the Rental Agreement; and
- (b) the Tenant will provide the Housing Department with the pet damage deposit equal to half of one month's Rent which will be held by the Klahoose First Nation in accordance with section 22.1.

18.3 Tenant Responsibilities

18.3.1 The Tenant is solely responsible for any damage caused to the Klahoose Home by any animal the Tenant, an Authorized Occupant, or guest keeps at the Klahoose Home, regardless of whether the Housing Department has approved the animal to reside at the Klahoose Home.

18.3.2 If the Tenant fails to repair any such damage prior to termination of the Rental Agreement, the Klahoose First Nation may apply the pet damage deposit, security deposit, or seek to recover costs in accordance with section 2.7.

18.3.3 The following are restrictions on keeping a pet in a Klahoose Home:

- (a) No more than two pets per Klahoose Home.
- (b) All dogs, cats, and rabbits must be spayed or neutered.
- (c) Reptiles, birds or rodents must be contained in cages or aquariums.
- (d) No animals that are considered a prohibited species or a restricted species under the *Wildlife Act*, R.S.B.C. 1996, c. 488, are permitted in a Klahoose Home, regardless of whether a Tenant, an Authorized Occupant, or guest holds a permit authorizing the possession of the animal.

18.3.4 The Tenant must ensure all waste from pets are immediately picked up from the First Nation Land, and on tenanted property, and if not done so, will be responsible for reimbursing the Housing Department for all expenses incurred in clean-up.

18.3.5 The Tenant must maintain a regular flea control and vaccination program appropriate to the type of pet and provide documentation or receipts to support this. If there is a flea infestation from a pet, the Housing Department may require the Tenant to have carpets shampooed and defleaed, and to provide receipts showing this has been completed.

18.3.6 The Tenant must ensure that a pet does not disturb the quiet enjoyment of others.

18.3.7 The pet must be under the control of the Tenant at all times.

18.3.8 Pets residing on Klahoose Home property must be cared for in a manner that ensures their health and well-being. This includes providing adequate shelter, food, water, and protection from extreme weather conditions. If a pet is found to be neglected, abused, or left in conditions that pose a risk to its health, the authorization for the pet to reside on

the property will be revoked and an animal control or welfare organization will be notified to assist in relocating the animal to a safe and appropriate home immediately.

19. CANNABIS AND CANNABIS PRODUCTS

19.1 Smoking and Cultivation of Cannabis

19.1.1 The *Cannabis Act*, S.C. 2018, c. 16 and the *Cannabis Control and Licensing Act*, S.B.C 2018, c. 29 apply on First Nation Land.

19.1.2 Outdoor cultivation on rental properties is permitted provided that any cannabis plants:

- (a) are not visible from a Public Place by an individual unaided by any device other than a device to correct vision;
- (b) limited to four plants per household for personal use; and
- (c) are secured from access by children.

20. SUBLETTING

20.1.1 A Tenant may only sublet a Klahoose Home with the prior written approval of the Housing Department.

20.1.2 The Housing Department will only approve applications to sublet where the Tenant, or a Tenant's Spouse, is applying for medical, educational, or work-related reasons.

20.1.3 A Tenant will not be permitted to sublet a Klahoose Home if the Tenant:

- (a) is not in Good Financial Standing with the Klahoose First Nation;
- (b) has breached the Rental Agreement within the last 12 months; or
- (c) has abandoned the Klahoose Home.

20.2 Conditions of Subletting

20.2.1 The sublet must not be for the operation of a business.

20.2.2 A Klahoose Home may be sublet for up to 1 year. The agreement is valid for up to one year and will be reviewed annually. This agreement may be renewed each year in conjunction with the Rental Agreement;

20.2.3 Tenants may propose a Subtenant or may ask the Housing Department to assist in finding an appropriate Subtenant.

20.2.4 A proposed Subtenant must meet all the eligibility requirements to be a Tenant in accordance with section 3.1.1.

20.2.5 The Tenant and the Housing Department must agree on the selection of the Subtenant. If agreement cannot be reached, the sublet will not be approved.

- 20.2.6 If the Housing Department approves the sublet, the Tenant, Subtenant, and Housing Department will enter into a Sublease Agreement under which the Subtenant will have the responsibilities of a Tenant for the duration of the Sublease, including paying utilities and maintaining the Klahoose Home in good condition. Payment of Rent will remain the responsibility of the Tenant.
- 20.2.7 The Tenant, Subtenant and Housing Coordinator will conduct a condition inspection of the Klahoose Home and complete a condition report. The Subtenant will be responsible for any damage to the Klahoose Home that occurs during the sublet and is not listed on the condition report. If the Subtenant fails to repair or pay for such damages, the Tenant will be held responsible for the costs. The condition report will be attached to, and form part of, the Sublease Agreement
- 20.2.8 The Rental Agreement between the Tenant and the Klahoose First Nation remains in force for the duration of the sublet and survives the expiration and termination of the Sublease Agreement. The Tenant is responsible for ensuring that all obligations of the Rental Agreement are met. If the Subtenant breaches the Sublease Agreement, the Tenant will be responsible for paying any outstanding debts and costs of the Subtenant, including:
- (a) Rent that is Arrears;
 - (b) unpaid services and utilities;
 - (c) maintenance and repair costs as applicable; and
 - (d) any costs associated with the termination of the Sublease Agreement, including cleaning costs.
- 20.2.9 If the Tenant sublets a Klahoose Home without approval or fails to correct any breach of the Subtenant as required, the Housing Department may terminate the Rental Agreement in accordance with section 12.3 of this Housing Policy, and may seek any other remedy as permitted by Law.
- 20.2.10 The Subtenant must vacate the Klahoose Home when required to do so under the terms of the Rental Agreement, a Notice of Eviction, or other notice to vacate issued in accordance with this Housing Policy, and, provided that the Rental Agreement has not been terminated for a breach of the Rental Agreement, the Tenant may resume occupancy.

21. INSURANCE

21.1 Property Damage Fire Insurance - Rental Housing

- 21.1.1 The Klahoose First Nation will maintain property and fire insurance for all Klahoose Homes so long as the Klahoose First Nation retains ownership of the Klahoose Home.

21.2 Contents Insurance

- 21.2.1 Tenants are strongly encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the

Tenant's personal property will not be covered under the Klahoose First Nation's insurance policies.

21.3 Tenant Covenant

- 21.3.1 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or voidable, or which may conflict with the requirements of, any insurance policy carried by the Klahoose First Nation for a Klahoose Home.
- 21.3.2 A Tenant will immediately comply with any written notice from the Klahoose First Nation or any insurer requiring the performance of works or discontinuance of any use of a Klahoose Home in order to avoid invalidation or cancellation of any insurance policy carried by the Klahoose First Nation for a Klahoose Home.
- 21.3.3 Tenants are responsible for any losses, costs, or damages incurred by the Klahoose First Nation for any conduct that voids an insurance policy carried by the Klahoose First Nation for a Klahoose Home.

22. SECURITY DEPOSIT

22.1 Security Deposits

- 22.1.1 All Tenants must pay a security deposit that is equal to one half of one month's Rent before taking possession of a Klahoose Home.
- 22.1.2 A Tenant must pay a pet damage deposit that is equal to one half of one month's Rent before a pet may be kept in a Klahoose Home.
- 22.1.3 Within ten days of the Tenant vacating the Klahoose Home at the termination or expiry of the Rental Agreement the Housing Department will reimburse the security deposit to the Tenant unless the Tenant does not leave the Klahoose Home in the condition as required under section 13.
- 22.1.4 The Klahoose First Nation is entitled to use the security deposit to pay for the cost of repairing any damage to the Klahoose Home not caused by normal wear and tear.
- 22.1.5 Where damage exceeds the amount provided by the security and/or pet damage deposit, the Klahoose First Nation reserves the right to use any means reasonably necessary to collect additional amounts owed, in accordance with section 2.8.
- 22.1.6 A Tenant will have the right to appeal a decision by the Housing Department to keep a portion of a security deposit in accordance with section 31;.

23. MAINTENANCE AND REPAIRS

23.1 Klahoose First Nation Maintenance and Repair Responsibilities

- 23.1.1 The Klahoose First Nation will provide and maintain the Klahoose Home in a reasonable state of repair, suitable for occupation by a Tenant and in compliance with health, safety and housing standards required by Laws.

23.1.2 The Klahoose First Nation is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and to extend the useful life of the Klahoose Home, unless the repair or replacement is required due to the negligent or intentional acts or omissions of the Tenant, an Authorized Occupant, or a guest.

23.1.3 Subject to funding availability, the Klahoose First Nation is responsible for the maintenance, repair and replacement of the following:

- (i) heating devices;
- (ii) water heating systems;
- (iii) plumbing fixtures;
- (iv) electrical systems;
- (v) windows;
- (vi) doors;
- (vii) interior and exterior walls;
- (viii) ceilings and floors;
- (ix) roofing systems;
- (x) any appliances described in the Rental Agreement; and
- (xi) any other structural, heating, plumbing, electrical system, and major appliances deemed reasonable by the Housing Department.

23.1.4 In addition to the responsibilities set out in section 23.1.3, the Klahoose First Nation is responsible for the fire prevention and safety provisions under section 30.

23.1.5 The Klahoose First Nation is additionally responsible for:

- (a) ensuring that all maintenance and repair work overseen or carried out on the Klahoose Home by the Housing Department meets or exceeds the requirements of the *BC Building Code* and First Nation Laws;
- (b) ensuring that all contractors retained by the Klahoose First Nation have appropriate insurance sufficient to meet the minimum insurance requirements in accordance with the *BC Building Code* and that all workers providing maintenance or repair work are covered by the *Workers Compensation Act*, R.S.B.C. 2019, c. 1, through the independent businesses that employ the workers, or directly through the Klahoose First Nation;
- (c) ensuring all structural, heating, electrical and plumbing repair work carried out on the Klahoose Home is inspected and approved by a building official qualified in accordance with the *Building Act*, S.B.C. 2015, c. 2; and

- (d) keeping records of all repairs carried out on the Klahoose Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

23.1.6 The Klahoose First Nation is not required to complete maintenance or repairs to the Klahoose Home where the Tenant has Arrears, unless

- (a) the repairs are emergency repairs;
- (b) the repairs are required to protect health and safety; or
- (c) the Klahoose First Nation deems the repairs necessary to preserve the value of its community housing assets.

23.2 Tenant Maintenance and Repair Responsibilities

23.2.1 The Tenant is solely responsible for maintaining reasonable health, cleanliness, and sanitary standards in the Klahoose Home and the following general maintenance, minor repairs and replacements, including:

- (a) maintaining the home and yard in a safe, clean and debris-free condition;
- (b) snow removal and sweeping walks and driveways;
- (c) keeping yards and outdoor premises free of fire hazard;
- (d) keeping fireplaces and woodstoves clear of debris and fire hazards;
- (e) proper disposal of garbage;
- (f) replacing light bulbs and fuses;
- (g) maintaining light fixtures in a clean condition;
- (h) maintaining floors;
- (i) keeping exits and hallways clear;
- (j) keeping appliances clean and in good working order;
- (k) cleaning the dryer filter after every use and ensuring proper venting;
- (l) keeping interior walls clean and in good repair; and
- (m) properly disposing of game, wildlife, fish, and shellfish remains.

23.2.2 In addition to the responsibilities set out in section 23.2.1, the Tenant is responsible for the fire prevention and safety provisions under section 30..

23.2.3 The Tenant is responsible for the proper care and storage of any hazardous materials in accordance with section 30.4.

23.2.4 The Tenant will report any and all damage and required maintenance to the Klahoose Home to the Housing Department by submitting a request for maintenance in the form provided by the Housing Department immediately of discovering the damage, or immediately, if the damage is in relation to an accident, break or defect in water, heating or electrical systems, or is otherwise of a nature sufficient to constitute an emergency.

23.2.5 The Tenant will ensure that any area where the Klahoose First Nation is to perform maintenance or repair services is safe and free of clutter, waste and other hazards that could cause the performance of the maintenance or repairs to be hazardous.

23.2.6 The Tenant is not responsible for reasonable wear and tear to the Klahoose Home.

23.2.7 The Tenant will not remove any fixtures from the Klahoose Home.

23.2.8 The Tenant will not remove any appliances from the Klahoose Home, unless those appliances are the property of the Tenant.

23.3 Tenant Home Care and Maintenance Training

23.3.1 The Tenant will attend, as the Tenant is reasonably able, any home care maintenance and repair training workshops that the Housing Department makes available. If the Tenant fails or refuses to attend such workshops, this may constitute a breach of the Rental Agreement.

23.4 No reimbursement for costs that are the responsibility of the Tenant

23.4.1 A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in a Rental Agreement, or in this Housing Policy.

23.5 Alterations, Additions, and Improvements

23.5.1 A Tenant wishing to make any alterations, additions, or improvements to the Klahoose Home must first obtain written approval of the Housing Department.

23.5.2 Unapproved alterations, additions, or improvements may be subject to removal by the Housing Department at the expense of the Tenant.

23.5.3 Unless otherwise agreed to in writing, the Klahoose First Nation is not responsible for the cost of repairs to any unapproved alterations, additions, or improvements caused by the Tenant.

23.6 Emergency Repairs

23.6.1 Emergency Repairs include repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:

- (a) an accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon monoxide detectors;
- (b) a hazard to the immediate health or safety of Tenants, Authorized Occupants, or any person;

- (c) the loss or potential loss of an essential service such as electricity, plumbing, or heat; or
- (d) any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.

23.6.2 Tenants are responsible for reporting to the Housing Department, as soon as possible, any circumstance which may warrant an Emergency Repair .

23.6.3 The Housing Department will make all reasonable efforts to perform an Emergency Repair as soon as possible of receiving notice.

23.6.4 Where an Emergency Repair is performed by the Housing Department, and the Emergency Repair was necessary as a result of damage or neglect on the part of the Tenant, the Tenant will be responsible for the cost of the Emergency Repair in accordance with section 23.

23.6.5 In urgent circumstances where it is necessary for a Tenant to make an Emergency Repair, or to engage a third party to make an Emergency Repair, the Klahoose First Nation will reimburse the Tenant for the costs of that Emergency Repair, provided that, in the opinion of the Housing Department, that Emergency Repair was urgently necessary, it was not possible or practical for the Housing Department to make that repair in a timely manner, and the costs of the Emergency Repair were reasonable.

23.7 Tenant Failure to comply with Maintenance Responsibilities

23.7.1 A Tenant who fails to comply with their maintenance responsibilities under a Rental Agreement or this Housing Policy may be issued a Notice of Breach in accordance with section 12.3.1.

24. NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM

24.1 Tenant Damage

24.1.1 For the purposes of this section, "Tenant Damage" means damage to a Klahoose Home caused by the intentional or negligent conduct of:

- (a) a Tenant,
- (b) an Authorized Occupant; or
- (c) a guest of a Tenant or Authorized Occupant.

24.1.2 A Tenant is solely responsible for all costs to repair Tenant Damage.

24.2 Condition Assessment

24.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a condition assessment in accordance with section 25

24.3 Notice of Tenant Damage

24.3.1 If after completing an assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a Notice of Breach to the Tenant containing the following information:

- (a) the nature and extent of the damage to the Klahoose Home;
- (b) that the Housing Department has determined that the damage is Tenant Damage;
- (c) the repairs or replacements required for the Klahoose Home;
- (d) the estimated costs of any required repairs or replacements; and
- (e) the options available to the Tenant to pay for the costs of repairs or replacements.

24.4 Performance of Repairs

24.4.1 The Housing Department will perform repairs and replacements to address Tenant Damage in accordance with the Notice of Breach and the costs of such will be invoiced to the Tenant.

- (a) The Tenant must pay the invoice to address the Tenant Damage within 30 days of receipt of the invoice.

24.5 Vandalism and Break-ins

24.5.1 If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Klahoose Home, the Tenant must report such damage to the Housing Department and to the RCMP immediately.

24.5.2 When the Housing Department becomes aware of a break-in or vandalism, or suspects that vandalism has occurred, it will conduct an assessment in accordance with section 25.

24.5.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Klahoose Home that are caused by third-party vandalism, providing that the Tenant has:

- (a) reported the break-in or vandalism to both the Housing Department and to the RCMP in a timely manner;
- (b) filed a police report; and
- (c) submitted a copy of the police report to the Housing Department.

24.5.4 If the Housing Department, during a condition inspection, finds unreported third-party damage to a Klahoose Home, the Housing Department will:

- (a) file a police report with the RCMP; and
- (b) refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.

24.5.5 If a Tenant does not report third-party damage to a Klahoose Home in a timely manner, the Tenant may be solely responsible to pay the costs of that damage.

24.5.6 The Housing Department is not responsible for any damage to the Tenant's personal property caused by a third party.

24.6 Notice of Breach for Significant Damage

24.6.1 If the Housing Department determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third-party vandalism, the Housing Department may issue a Notice of Eviction in accordance with section 12.3.1.

25. CONDITION ASSESSMENTS

25.1 General Policy

25.1.1 The Housing Department will conduct condition assessments of all Klahoose Homes in accordance with this Housing Policy to assess maintenance and repair needs, determine appropriateness of the Klahoose Home for a pet or a home-based business, and to identify any misuse or negligence by a Tenant, Authorized Occupant, or guest.

25.1.2 Except in the case of emergencies, abandoned Klahoose Homes or if the Housing Department unable to reach Tenant after reasonable efforts, a Tenant must be present for all condition assessments.

25.1.3 Except as otherwise specified in this Housing Policy, at the conclusion of any condition assessment, the Housing Department will review the completed condition assessment report with the Tenant and both the Housing Department and Tenant will sign and retain a copy of the condition assessment report.

25.1.4 The Housing Department will keep up-to-date condition assessment reports for all Klahoose Homes.

25.2 Move-in and Move-out Assessments

25.2.1 The Housing Department and Tenant will complete a move-in condition assessment of the Klahoose Home on or before the day on which the Tenant is entitled to occupy a Klahoose Home, and on or before any day on which the Tenant is entitled to bring a pet to reside in the Klahoose Home.

25.2.2 The Housing Department and Tenant will complete a move-out condition assessment of the Klahoose Home on or after the day on which the Tenant ceases to occupy the Klahoose Home, or on or after the day on which the Tenant ceases keeping a pet in the Klahoose Home, or on another mutually agreed upon day.

- 25.2.3 The Housing Department will provide the Tenant with a copy of the signed move-in or move-out condition assessment report.
- 25.2.4 The Housing Department will make reasonable efforts to accommodate a Tenant and will offer no fewer than three opportunities to the Tenant to schedule a move-in or move-out condition assessment.
- 25.2.5 If a Tenant fails or refuses to participate in a condition assessment and the Housing Department has complied with the requirements in section 25.2.4, then:
- (a) if the Tenant has failed or refused to participate in a move-in condition assessment, the Klahoose First Nation may rescind the offer and re-allocate the Klahoose Home in accordance with section 5;
 - (b) 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 a Tenant being present; and
 - (c) the Tenant's right to the return of a security deposit or pet damage deposit, or both, may be extinguished pursuant to the terms set out in section 22.
- 25.2.6 Except where a Tenant has abandoned the Klahoose Home, the Klahoose First Nation's right to claim the security deposit or pet damage deposit, or both, is extinguished if the Housing Department fails to:
- (a) comply with section 25.2.4,
 - (b) participate in either a move-in or move-out condition assessment; or
 - (c) provide the tenant with a copy of the move-in or move-out assessment.

25.3 Other Assessments

- 25.3.1 The Housing Department may enter a Klahoose Home to conduct a condition assessment at any time during the term of a Rental Agreement upon giving notice to the Tenant in accordance with section 29.1.1 of this Housing Policy.
- 25.3.2 The Housing Department may retain the services of a third party to conduct a condition assessment of the Klahoose Home at any time during the term of a Rental Agreement upon giving notice to the Tenant in accordance with section 29.1.1 of this Housing Policy.
- 25.3.3 In the case of an emergency, including natural disasters, the Housing Department or delegate may enter a Klahoose Home without notice to the Tenant and in accordance with section 29.2.1 of this Housing Policy to conduct an assessment of emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.

26. TRANSFER/RELOCATION OF TENANTS

26.1 Transfers Required as a Result of Changes to Household Composition

- 26.1.1 The Klahoose First Nation may require a Tenant to transfer to another Klahoose Home in order to ensure that the Tenant's Household Composition conforms with the NOS, or where an accessible Klahoose Home is no longer required by the Tenant.
- 26.1.2 If a Tenant anticipates that the Tenant's Household Composition will change as a result of a birth or death, the Tenant must notify the Housing Department as soon as possible and the Klahoose First Nation or the Tenant may request a transfer if the change to the Household Composition will result in either under-housing or over-housing under the NOS, or where the accessible Klahoose Home is no longer required by the Tenant.

26.2 Emergency Transfers

- 26.2.1 The Klahoose First Nation may transfer a Tenant to another Klahoose Home at any time such transfer is required as a result of an emergency, such as fire, flood, earthquake, etc, or in emergency situations related to violence or abuse. Such transfer may be temporary or permanent as required by circumstances.

26.3 Transfer Requested by Tenant

- 26.3.1 A Tenant may request to transfer to another Klahoose Home at any time and for any reason by submitting a Rental Housing Application to the Housing Department in accordance with section 4.1 of this Housing Policy.

26.4 Transfer of Rental Agreement

- 26.4.1 Transfer of a Rental Agreement to a Co-Tenant, Subtenant, or Authorized Occupant can only occur through the reallocation of the Klahoose Home by the Housing Department and in accordance with this Housing Policy.
- 26.4.2 If the Housing Department approves the reallocation of a Klahoose Home to a Co-Tenant, Subtenant, or Authorized Occupant, they will be required to enter into a new Rental Agreement.

26.5 Termination of Previous Rental Agreement

- 26.5.1 When a transfer is required or approved, the previous Rental Agreement is terminated, and the Tenant will be required to enter into a new Rental Agreement for the new Klahoose Home.

26.6 Notice of Transfer

- 26.6.1 If a transfer is required by the Klahoose First Nation in accordance with section 26.1 or 26.2, the Klahoose First Nation will provide the Tenant with a written notice as soon as practicable before termination of the existing Rental Agreement.

27. ABSENCES AND ABANDONMENT

27.1 Extended Absences

27.1.1 If a Tenant will be absent from a Klahoose Home for 30 or more consecutive days, the Tenant must give notice of the absence to the Housing Department.

27.1.2 During an authorized extended absence:

- (a) the Tenant must continue to pay Rent and utilities and comply with all obligations under the Rental Agreement and Housing Policy;
- (b) the Tenants must identify a person responsible for carrying out the Tenant's responsibilities during the absence; and
- (c) the Housing Department is responsible for routine preventative maintenance of the Klahoose Home.

27.2 Abandoned Klahoose Homes

27.2.1 The Housing Department may deem a Klahoose Home to be abandoned and retain possession of the Klahoose Home if:

- (a) the Tenant is absent for 30 or more consecutive days without providing notice to the Housing Department;
- (b) Rent or utility payments for the Klahoose Home are 30 or more days late;
- (c) the Tenant has failed to communicate with the Housing Department regarding the absence;
- (d) the Housing Department has been unable to contact the Tenant for 30 or more days; or
- (e) the Tenant has failed to respond to a notice of abandonment from the Housing Department for or more days from the date it was issued.

27.2.2 If a Tenant is deemed to have abandoned a Klahoose Home, the Rental Agreement is deemed to be terminated and the Tenant forfeits all rights thereunder.

27.2.3 A Tenant who is deemed to have abandoned a Klahoose Home will be responsible for:

- (a) Rent for the month following the date on which the Klahoose Home is deemed abandoned;
- (b) any Tenant Damage discovered upon the move-out assessment;
- (c) any Arrears or other outstanding debts related to the Rental Agreement or the Housing Policy; and
- (d) any costs incurred by the Klahoose First Nation as a result of the Tenant's abandonment of the Klahoose Home,

all of which will be a debt owed to and recoverable by the Klahoose First Nation.

27.2.4 The Housing Department may take any action it deems necessary to secure and protect an abandoned Klahoose Home, including changing the locks or other means of access to the Klahoose Home.

27.2.5 Any personal property remaining in an abandoned Klahoose Home will be handled as a vacated Klahoose Home in accordance with section 13.3.

28. KEYS AND LOCKS

28.1 Keys, Codes and Locks

28.1.1 The Klahoose First Nation must retain a copy of the keys/codes for each Klahoose Home.

28.1.2 The Klahoose First Nation will not change the locks/codes or other means of access to a Klahoose Home that is occupied by a Tenant unless the Klahoose First Nation also provides the Tenant with new keys/codes, or other means of access. The Klahoose First Nation may at its sole discretion and at any time change the locks/codes on a vacant Klahoose Home.

28.1.3 The Tenant will not change the locks/codes or other means of access to a Klahoose Home.

29. FIRST NATION ENTRY OF THE KLAHOOSE HOME

29.1 Klahoose First Nation Entry with Notice for Reasonable Purpose

29.1.1 The Housing Coordinator, or a delegate, may only enter a Klahoose Home if the Housing Department gives 24 hours' written notice to the Tenant before the proposed entry setting out:

- (a) the purpose for entering the Klahoose Home; and
- (b) the date and time of entry, which must be between 8:00 am and 7:00 pm unless the Tenant agrees otherwise.

29.2 First Nation Entry without Notice

29.2.1 The Housing Coordinator, or a delegate, may enter a Klahoose Home without notice only if:

- (a) the entry is necessary to address an emergency, such as the protection of life or property;
- (b) the Tenant consents at the time of entry; or
- (c) the Tenant has abandoned the Klahoose Home.

29.2.2 If the Housing Coordinator, or a delegate, enters the Klahoose Home to address an emergency and the Tenant is not available to grant permission, the Housing Coordinator, or the delegate, entering the Klahoose Home should be accompanied wherever possible by a witness (e.g., a member of the Klahoose First Nation administration, emergency responder).

29.2.3 The Tenant will be notified of any emergency entry and the reason for such entry as soon as possible following the emergency entry.

30. FIRE PREVENTION AND SAFETY

30.1 Smoke Detectors

30.1.1 On an annual basis, the Klahoose First Nation will inspect smoke detectors and replace batteries or the detector, if necessary.

30.1.2 The Tenant will:

- (a) keep smoke detectors in good working order at all times; and
- (b) replace batteries and test the smoke detectors as needed to ensure they remain in good working order.

30.2 Chimneys, Fireplaces and Woodstoves

30.2.1 On an annual basis, the Klahoose First Nation will:

- (a) inspect and clean the chimney;
- (b) check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
- (c) ensure that all fireplaces and woodstoves are properly installed and inspected in accordance with the National Fire Code of Canada.

30.2.2 Tenants must keep any chimney or fireplace clear of debris.

30.3 Fire Extinguishers

30.3.1 On an annual basis, the Klahoose First Nation will inspect the fire extinguisher and replace, if necessary.

30.3.2 The Tenant will:

- (a) keep the fire extinguisher in an accessible location;
- (b) inform all occupants of the location of the fire extinguisher;
- (c) understand how to use the fire extinguisher; and
- (d) ensure that all occupants understand how to use the fire extinguisher.

30.4 Hazardous and Flammable Materials, Ignition Devices

- 30.4.1 Tenants must store all hazardous materials, flammable liquids or solvents and firewood in appropriate containers (metal where applicable) safely and a safe distance from the Klahoose Home.
- 30.4.2 Tenants must keep any ignition devices (e.g., matches, lighters, etc.) safely away from children and sources of heat.

30.5 Firearms

- 30.5.1 Any Tenant who possesses firearms, crossbows or other restricted weapons must comply at all times with the “*Firearms Act*” means the *Firearms Act*, S.C. 1995, c. 39.

30.6 Smoking

- 30.6.1 Smoking of any substance whatsoever, including legal tobacco and cannabis products, is not permitted inside Klahoose Homes.

30.7 Emergency Exits

- 30.7.1 The Klahoose First Nation recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Klahoose Home.
- 30.7.2 The Tenant must ensure all access points for the Klahoose Home are clear and accessible at all times.

31. APPEALS PROCEDURE

31.1 Appeals Committee

- 31.1.1 The Housing Appeals Committee is appointed by the Council on an annual basis.
- 31.1.2 The Housing Appeals Committee has the authority to make decisions regarding the rights and obligations of the Klahoose First Nation and appellant under the Rental Agreement and this Housing Policy, the terms of the Rental Agreement and this Housing Policy, or any other matter related to Rental Agreement and this Housing Policy.

This includes the authority to:

- (a) hear and make final adjudication of appeals under this Housing Policy;
- (b) decide preliminary matters, including whether the appeal should proceed;
- (c) direct, curtail, or encourage the organization of witnesses, testimony and evidence in the interest of enhancing the clarity, relevance, and efficiency of the proceedings;
- (d) require the production of written or documentary evidence by the parties or by other sources; and
- (e) waive or extend time periods set out in the appeals process.

31.1.3 Members of the Housing Appeals Committee will be free of any conflicts of interest or apparent conflicts of interest, which, for the purposes of this section, occur where:

- (a) an individual has a conflict of interest when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual's private interests.
- (b) an individual has an apparent conflict of interest if a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office or position would be affected by the individual's private interests.

For the purpose of this section, an individual's private interests means the individual's personal and business interests, and include the personal and business interests of the individual's immediate family and any entity in which the individual or the individual in combination with any member of the individual's immediate family has a controlling interest.

31.1.4 Members of the Housing Appeals Committee will:

- (a) be in Good Financial Standing with the Klahoose First Nation;
- (b) be in compliance with all applicable First Nation Laws;
- (c) be at least 19 years of age; and
- (d) not have been evicted from any Klahoose Home or otherwise have a history of failure to comply with a Rental Agreement within the two years immediately preceding the date of application.

31.1.5 The Housing Appeals Committee will consist of 3 individuals appointed by the Council and may include any three of the following:

- (a) a member of the Council;
- (b) a member of the administration of the Klahoose First Nation, except the Klahoose Chief Administrator or the any member of the Housing Department;
- (c) an Elder; or
- (d) an outside 3rd party.

31.2 Types of Appeals

31.2.1 Any person directly affected by any decision made under this Housing Policy, including decisions of the Housing Department, Housing Advisory Committee, or the Council, may appeal the decision under this section.

31.3 Grounds for Appeal

31.3.1 A decision may be appealed on any of the following grounds:

- (a) there was an error of fact;
- (b) there was an error of Law; or
- (c) the appellant (person making the appeal) questions the decision as unfair or unreasonable.

31.4 Time Limitations

31.4.1 Time is critical to the fair disposition of disputes or appeals.

31.4.2 Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.

31.4.3 The appellant and the responsible authority or the Housing Appeals Committee must perform each step in the appeals process within the time specified for such step.

31.4.4 If the responsible authority or the Housing Appeals Committee is unable to provide a response within the specified period, the appellant will be informed of that fact and of when the response will be provided.

31.4.5 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure but may be taken into account by the Housing Appeals Committee in deciding whether an appeal will be heard.

31.5 Preliminary Meetings

31.5.1 Before a formal notice of appeal can be filed, the appellant must meet with the Klahoose Administrator a minimum of three times over the course of three weeks in order to:

- (a) clarify and document the facts of the dispute;
- (b) identify potential resolutions to the dispute; and
- (c) attempt to resolve the dispute.

31.6 Notice of Appeal and Investigation

31.6.1 If the dispute is not resolved at the preliminary meetings stage, the appellant can formally file a notice of appeal with the Housing Department.

31.6.2 The role of the Housing Department is to:

- (a) screen the applications and notices; and
- (b) administer the appeal process.

31.6.3 The notice of appeal must detail the:

- (a) decision being appealed;
- (b) grounds of the appeal; and
- (c) remedy being sought by the appellant.

31.6.4 Upon receiving notice of an appeal, the Housing Department may conduct further investigations and attempt to resolve the matter. If further investigations fail to resolve the dispute within one week, the appellant can make a request for hearing.

31.7 Application for Hearing

- 31.7.1 If the dispute remains unresolved after any further investigations carried out in accordance with section 31.6.4 the appellant may file a request for hearing with the Housing Appeals Committee. Such request must be filed with the Housing Department within two weeks of the conclusion of any investigations carried out in accordance with section 31.6.4.
- 31.7.2 A request for hearing filed by an appellant must contain all the information from the notice of appeal as well as whether the appellant will have a support person and the names of any witnesses who will give evidence.
- 31.7.3 The Klahoose Administrator will provide information to the Housing Department relevant to the decision under appeal and the names of any witnesses who will give evidence.
- 31.7.4 The Housing Department will receive, accept and manage all documents and evidence provided by the appellant and the Klahoose Administrator or that came to light as result of any further investigations carried out in accordance with section 31.6.4. The Housing Department will ensure that all such information is available to all parties relevant to the dispute as well as the Housing Appeals Committee.
- 31.7.5 The Housing Department will work with the appellant, the Klahoose Administrator and the Housing Appeals Committee to determine a mutually agreeable date and location for the hearing to take place.

31.8 Hearing Process

- 31.8.1 The hearing must be conducted in accordance with the principles of natural justice; namely that the appellant and the respondent have the right to receive notice, to be heard, and to know the case against them. While the Housing Appeals Committee has broad discretion, all hearings must comply with the following procedures:
- (a) The hearing must take place as soon as possible following the referral to the Housing Appeals Committee.
 - (b) As much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the Housing Appeals Committee and to the parties.
 - (c) All parties will be given reasonable written notice of the date, time, and place of the hearing.

- (d) The hearing will be open, except where otherwise requested by either party or if the Housing Appeals Committee determines in its sole discretion that a closed hearing is required. A party requesting a closed hearing must provide reasons for the request and the Housing Appeals Committee will have sole discretion to confirm or deny such request.
- (e) Each party will have opportunity to make submissions to the Housing Appeals Committee (either oral or written) and to present witness testimony, and each party may question the other's witnesses.
- (f) Each party will bear sole responsibility for contacting its witnesses and arranging for them to attend the hearing.

31.8.2 After the hearing is complete, the Housing Appeals Committee will deliberate in closed session and will provide a written decision with reasons and any order of the Housing Appeals Committee to all parties within five business days of the conclusion of the hearing and to such other individuals as the Housing Appeals Committee deems appropriate or necessary.

32. AMENDMENT PROCEDURES

32.1.1 If the Housing Advisory Committee identifies minor amendments to the Housing Policy or any associated template documents, agreements, or forms that are necessary, the Housing Advisory Committee will provide a recommendation to the Council setting out the proposed amendments and the reasons they are required.

32.1.2 If the Council determines that minor amendments to the Housing Policy or any associated template documents, agreements, or forms are necessary, the Council may make such amendments by Band Council Resolution and will advise the Housing Advisory Committee accordingly.

32.1.3 Amendments take effect:

- (a) on the date they are approved by the Council; or
- (b) on another date as determined by the Council.

32.1.4 The Housing Department will record any amendments to this Housing Policy or associated documents, including terms of reference and template documents, agreements, or forms that are made in accordance with this section and the amendments will be numbered consecutively by date of approval.

32.1.5 If an amended Housing Policy or associated document is reissued, it will be identified by date and will cancel and replace all previous issues.

32.1.6 If any template document, agreement, or form is amended, the Housing Department will ensure that all templates in use are current and will take all previous versions of the templates out of circulation.

- 32.1.7 The Housing Department will post notice of any amendments in the Housing Department office and, if the amendment will affect existing Tenants, will provide written notice of the amendment to such Tenants.
- 32.1.8 By January 31st of each calendar year the Housing Advisory Committee will review this Housing Policy and associated documents, including terms of reference and template documents, agreements, or forms and will provide a recommendation to the Council setting out any proposed amendments and the reasons they are required.

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