LOWER NICOLA INDIAN BAND

HOUSING POLICY

June 5, 2012

Lower Nicola Indian Band
Council Resolution

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WHEREAS the Chief and Council of the Lower Nicola Indian Band wishes to make certain that the Lower Nicola Indian has a clearly defined and comprehensive Housing Policy that will enable the Band to offer affordable, healthy and safe on-reserve rental housing to all Lower Nicola Indian Band Members in a transparent, equitable and clear process;

AND THEREFORE BE IT RESOLVED that the Chief and Council of the Lower Nicola Indian Band at a duly convened meeting do hereby adopt the following document as the LNIB Housing Policy;

AND NOW THEREFORE FURTHER BE IT RESOLVED that this Policy shall come into force immediately upon resolution by Chief and Council and shall be deemed to be in compliance with all applicable Band laws and policies.

This Band Council Resolution is supported by a majority Council at a duly convened meeting on the 5 day of June 2012. Quorum is 5.

Victor York, Chief

Harold Joe, Councillor

Robert Sterling, Councillor

Lucinda Seward, Councillor

Stuart Jackson, Councillor

Mary June Coutlee, Councillor

Molly Toodlican, Councillor

Joanne Lafferty, Councillor

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MISSION STATEMENT

The purpose of the Lower Nicola Indian Band Housing Policy is to establish clear and comprehensive guidelines to ensure there is a structured system of managing all on-reserve rental housing.

The Lower Nicola Indian Band Housing Policy will strive to provide a system that will enable the Band to offer affordable, healthy, and safe on-reserve housing to all Lower Nicola Indian Band Members in a transparent, equitable, and understandable way, including a means of appealing decisions made by the Housing Department.

COMMUNITY AND LOW-INCOME HOUSING MANDATE

The Chief and Council of the Lower Nicola Indian Band acknowledge that there is a need for affordable on-reserve rental housing to accommodate all members, including those that face financial hardship. Chief and Council is committed to building strong families and a strong community by providing Community and Low-Income Housing that is healthy, safe, affordable, and accessible to all those in need of shelter. Therefore, in order to meet this mandate, the Chief and Council shall, from time to time and by way of valid BCR, designate Band owned housing units as Community and Low-Income Housing Units.

"BE A GOOD NEIGHBOUR"

The Lower Nicola Band is proud to work with all of its tenants to uphold the spirit of being "A Good Neighbour" so that all members of the community treat others living on our Reserves fairly and in a way that they would like to be treated themselves.

- Be a good neighbour
- Take pride in my home
- Respect other people's property
- Look out for my neighbours
- Take care of the environment
- Be part of my community

1.0 GOALS & OBJECTIVES OF POLICY

The Goals & Objectives of the Lower Nicola Indian Band Housing Policy in managing and administering all on-reserve housing rental is as follows:

1. To create and maintain a profile of the houses and property on-reserve so that the Lower Nicola Indian Band may engage in long-term planning for the community;
2. To address the current and future needs of all membership in obtaining affordable, clean, and secure housing;
3. To maintain and protect the on-reserve houses and properties so that they may provide adequate shelter for future occupants;
4. To provide information on various aspects of the housing program and to assist members in making applications;
5. To establish fair processes for the allocation of housing and subsidies and for appealing housing decisions;
6. To establish a framework for the determination of all rental rates and the method of collection of rent that is fair, reasonable and just for all tenants;
7. To provide safe, healthy and permanent primary residences for LNIB members.

2.0 DEFINITIONS

"Band Member" Means a member of the Lower Nicola Indian Band as defined by the *Indian Act*.

"Boarder", "Lodger", "Roommate" Means a person who is not a relative or spouse, who is accommodated at a home rented by a Tenant and who is contributing to the household income by paying rent and/or utilities and/or living expenses to the Tenant.

"Chief and Council" Means the duly elected Chief and Councillors of the LNIB.

"CMHC (Minimum Rental Rate) Housing" Means the program provided by Canada Mortgage Housing Corporation - Section 95 - to assist First Nations in the construction, purchase, rehabilitation and administration of suitable, adequate and affordable social housing on-reserve. CMHC provides a subsidy to assist with project financing and operation for eligible projects.

"Collections" Means to commence action against a tenant to collect any unpaid rent.

"Comprehensive Community Plan" Means the portion of the Comprehensive Community Plan that relates specifically to Housing.

"Community and Low-Income Housing Units" Means all LNIB owned rental units with a paid out mortgage that have been designated as Community and Low-Income Housing Units by way of Band Council Resolution. These units are available to all applicants including those in receipt of Social Assistance.

"Condemned" Means a unit which costs more to repair than to replace as determined by a qualified Building Inspector.

"Councillor" Means a person duly elected to sit as a Councillor for the LNIB pursuant to the LNIB Custom Election Rules.

"Executive Director" Means the staff member hired by Chief and Council to oversee LNIB staff and operations.

"First Nations" is an accepted term that refers to indigenous Aboriginal peoples in Canada who are neither Inuit nor Métis people.

"Good Financial Standing" Means that the applicant does not have any debts to the Band or Housing Department or is not in arrears with respect to any payments owing to the Band or Housing Department.

"Homeowner" Means the owner of the home or unit, as opposed to the renter or tenant, such owner being entirely responsible for the insurance, maintenance, any mortgage or loan payments, and all other related costs and has the control of any improvements.

"Housing Department" Means the Department that is responsible for carrying out housing functions and operations on behalf of the LNIB, hereinafter referred to as Housing.

"Housing Manager" Means the staff member hired to manage the day-to-day operations of the LNIB Housing Department.

"Illegal Activity" Means any activity, not including Title and Rights activism, which contravenes existing law.

"LNIB Housing Appeals Committee" means the committee designated to review and make a final determination on appeals by tenants regarding Housing Department decisions. The LNIB Housing Appeals Committee is comprised of three members not in conflict from a pool of five members including the Executive Director, the Finance Manager, the Health and Social Development Manager, the Public and Capital Works Manager and the senior staff member from the Human Resources Department.

"LNIB Housing Staff" Means the staff members hired by the Lower Nicola Indian Band to perform duties related to housing. This includes the Housing Manager and supporting staff.

"Lodger" Means a person who is not a relative or spouse, who is accommodated at a unit rented by a Tenant, and who is contributing to the household income by paying rent and/or utilities and/or living expenses. (See Border)

"Natural Deterioration" Means gradual deterioration through normal wear and tear due to natural causes. It does not include damage caused by an Occupant's, animal(s)/pet(s), guest(s) or visitors' negligence, neglect and/or vandalism.

"Natural Disaster" Means any event or force of nature that has catastrophic consequences as determined by the Housing Insurance Policy.

"Occupant" Means a person who is residing in a unit.

"Preventative Repairs" Means repairs that are conducted to prevent extraordinary deterioration from occurring, e.g. roof repairs.

"Roommate" Means a person who is not a relative or spouse, who is accommodated at a unit rented by a Tenant, and who is contributing to the household income by paying rent and/or utilities and/or living expenses. (See Border)

"Structural Damage" Means any major damage to the unit including but not limited: to the foundation, bearing walls, or roof.

"Subletting" Means when a Tenant enters into a rental agreement or arrangement with third party, including informal agreements or arrangements, in which the third party agrees to pay rent to the tenant to live in the unit.

"Tenant" Means a person who has entered into a Rental Agreement with the Band (hereinafter referred to as "the Tenant").

"Unit" or "House" Means the residence of a Tenant under terms of the Rental Agreement with the LNIB.

3.0 SCOPE AND APPLICATION

This Policy applies to Chief and Council, all the LNIB staff and Band members. It also applies to all lands within the LNIB reserves including:

- Nicola Mameet IR#1
- Joeyaska IR#2
- Pipseul IR# 3
- Zoht IR#4
- Zoht IR#5
- Logans IR #6
- Hamilton IR #7
- Speous IR #8
- Zoht IR#14

4.0 ROLES AND RESPONSIBILITIES

4.1 Chief and Council

Chief and Council is responsible for transferring Band owned housing to the Community and Low-Income Housing inventory, approving annual minimum rental rates and the future direction of the LNIB Housing Department. Chief and Council's link to the Housing Department is through the Executive Director.

4.2 Executive Director

The Executive Director oversees the LNIB Housing Department by ensuring the effective management of the Housing Department and the Housing Departments management of its annual budget as ratified by the LNIB Chief and Council.

4.3 Housing Manager

The Housing Manager is responsible for the day-to-day operations of the LNIB Housing Department and supervises housing staff. The Housing Manager is expected to provide the Executive Director with regular updates on the current and planned activities as well as the progress of work for which she or he is responsible. The Housing Manager is expected to operate the Housing Department within its annually approved budget, comply with all the LNIB housing policies and procedures and to inform the Executive Director of any issues regarding the policies, procedures, operations or staffing of the Housing Department.

5.0 APPLICATION PROCESS

5.1 Application Packages and Renewals

A Residential Tenancy Application will be provided to all applicants by the LNIB Housing Department. Residential Tenancy Applications will only be held for one year and all applicants may reapply annually.

6.0 RENTAL RATES

6.1 Rental Rates for Community and Low-Income Housing Units

The rental rates for tenants for Community and Low-Income Housing Units will be based on a minimum rental rate determined annually on or before January 31st of each year and approved by way of a valid Motion by Chief and Council.

In the case that a tenant or tenants in a unit are in receipt of Social Assistance, the rent charged for Community and Low-Income Housing Units will be based on the monthly maximum shelter allowance as determined by Social Assistance minus utilities (pro-rated if required) for each tenant in the unit.

In the case that a tenant is in receipt of Pension Benefits the rent charged for Community and Low-Income Housing Units will be based on 25% of Total Household Income for each adult in the unit.

6.2 Rental Rates for CMHC Low End Market (LEM) Units (Phases 6 – 12)

All tenants, regardless of whether employed or in receipt of Social Assistance or Pension Benefits must make available annually to the Housing Department, a Verification of Income and Family Profile, which are necessary to calculate the annual rent. These are due January 31st of each year. Proof of income is required for all adults residing in the unit. Failure to provide adequate proof of income will result in the Tenant being responsible for paying the full amount of the CMHC LEM rent.

6.3 Rental Rates for CMHC Units (Phases 13 – 22)

All tenants, regardless of whether employed or in receipt of Social Assistance or Pension Benefits must pay the minimum rental rate for CMHC Rental Units as determined annually by the Housing Department in accordance with CMHC Guidelines.

In the case that a tenant or tenants in a unit are in receipt of Social Assistance, the rent charged for CMHC Units will be based on the monthly maximum shelter allowance as determined by Social Assistance minus utilities (pro-rated if required) for each tenant in the unit.

6.4 Recalculations for Community and Low-Income Housing and CMHC (LEM) Rental Units

The Housing Department may adjust the rent charged of Community and Low-Income Housing Units or CMHC (LEM) Rental Units if any tenant's income or family status changes during the year.

6.5 Misrepresentation of Income

Misrepresentation of income will result in the tenant being in default of their Tenancy Agreement.

6.6 Rental Rate Adjustments

Rental rates for rental units may increase if more occupants move into the rental unit.

7.0 RENT PAYMENT PROCEDURE

The tenant agrees to pay the LNIB their monthly rent in advance, on the first day of each month at the Band office or as such other place as the Band may direct. Payment shall be made in cash, cheque or money order payable to the Lower Nicola Indian Band. In extenuating circumstances, payments made after the first day of the month may be not categorized as late. The tenant must within fifteen (15) days of the late payment, write a letter to the Housing Manager detailing the circumstances and a decision by the Housing Manager will be made as to the validity of the circumstances.

If the tenant is receiving any moneys from the Band, the amount of the rent will be automatically deducted from their cheque(s) and an agreement form must be signed. This would include, but is not limited to, wages, educational payments, social assistance or contracts.

8.0 RENTAL ARREARS

8.1 Rental Arrears (All Tenants)

If rent is not received on or before the first day of the month an eviction notice may be given on the fifth (5th) day of the month. The tenant has ten (10) days from the date of letter registration or hand delivery in which to pay the outstanding rent or must vacate the premises.

If the tenant has paid rent by cheque and the cheque is refused by the bank for any reason, the tenant will be notified immediately to pay the rent. The tenant will also be required to pay any bank charges to the Band. If a tenant has two (2) cheques refused by the bank within a one (1) year period all future rental payments must be made by certified cheque, money order, or cash for the duration of the tenancy.

If any rental payments are in arrears and outstanding, whether the tenant is currently living in the unit or not, the tenant will agree and authorize the Band to recover any and all moneys outstanding through deductions from wages or contracts. The Band may seek a garnishment of wages or any other means available to the Band.

If a tenant is in arrears, the tenant will enter into an Arrears Repayment Agreement with the Housing Department to repay the debt. If the arrears agreement is defaulted, the agreement will be terminated immediately.

8.2 Eviction

An eviction notice for FAILURE TO PAY RENT or for CAUSE (See Section 9.13) is considered delivered by the Band if;

a. mailed to the tenant by 'registered mail' or
b. hand-delivered to the residence or to the tenant or any other occupant of the unit over the age of 19.

If two (2) eviction notices have been served in a twelve (12) month period for failure to pay rent on the first of the month the tenant will be required to meet the with Housing Manager to determine what course of action is necessary to avoid further late payments. A third late payment in a twelve (month) period will result in immediate revocation of Tenancy Agreement and eviction.

9.0 RESPONSIBILITIES OF ALL TENANTS

9.1 Permanent and Primary Residency

All tenants residing in Community and Low-Income Housing and CMHC Housing rental units must reside in their unit for a minimum of nine (9) months out of the year to ensure that housing is being utilized to its fullest. Tenants in Rent-To-Own Agreements please refer to Appendix B.

9.2 Maintenance and Repairs during Occupancy

All tenants are responsible for general maintenance of the unit, which includes daily housecleaning (keep in good repair and clean condition), minor maintenance and yard maintenance. All entrances are to be kept clear of any obstructions for the safety of emergency services.

Tenants are financially responsible for and shall repair all interior and exterior damages to a rental unit caused by the tenant and/or tenant's guest(s) and/or lodger(s) and/or animal(s). Tenants are required to notify the Housing Department immediately of any major damages that have occurred due to wilful damage or neglect. The tenant shall pay for the cost of repairing such damages. The tenant may also be liable for the insurance deductable, if applicable.

Where a tenant fails to repair all wilful or neglect damages within 60 days of the damage, the Housing Department will complete all the necessary repairs. All charges for such will be the full responsibility of the tenant and shall be paid within 10 days of receipt of the invoice. If the invoice is not paid within 30 days, the Housing Department will proceed with the necessary collection or eviction procedures.

9.3 Derelict or Abandoned Vehicles

There are to be no derelict or abandoned vehicles kept anywhere on the lot or driveways.

9.4 Number of Occupants

The tenant will notify the Housing Department of additional occupants residing for more than twenty-one (21) days. Additional occupants include boarders and/or lodgers and/or roommates. The term of occupation of the unit by additional occupants, including but not limited to long-term guests, lodgers, boarders and/or roommates, will last only as long as the term of the tenant's Rental Agreement.

9.5 Water, Septic and Garbage Disposal

The tenant will immediately report any water damage to their unit, such as broken pipes, leaking sinks, toilets, tubs, etc.

The tenant will ensure that their garbage goes into the garbage bins provided for them.

9.6 Utilities, Heating and Telephone

Tenants are required to arrange for the connection of the utilities, heating and telephone services to the rental unit and to pay their own utilities, heating and telephone service.

9.7 Duty to Inform the LNIB

Tenants must inform the LNIB Housing Department when they become aware of any factors that may be contributing or causing damage to the residence, or that may pose a health risk for others, e.g. flooding, mould, or illegal or prohibited activity at or near the residence.

9.8 Notification of Changes or Repairs

Additions, renovations or fixed improvements by the Tenant must be approved in writing by the Housing Department. This includes, but is not limited to, the installation on the interior or exterior of the unit of air conditioning, cable service, receiving devices, antennas, outbuildings, landscaping or fire pits. There will be no compensation to the Tenant for such work.

If approval is granted, all related costs shall be the full responsibility of the Tenant and all fixed improvements shall become the property of LNIB at the termination of this agreement unless the Tenant is instructed by the LNIB Housing Department to remove same and restore finishes and/or landscaping with no compensation to the Tenant.

9.9 Repairs and Replacements When a Tenant Vacates Unit

All necessary repairs and/or replacements shall be completed after the tenant permanently vacates a unit and before a new tenant moves into a unit.

The tenant's damage deposit may be used to cover any repairs/replacements that were caused by her or his misuse/negligence. In the event that the tenant did not pay a damage deposit, or the deposit was used to pay for previous repairs, the tenant shall pay the full cost, including labour and supplies of all repairs/replacements caused by his or her misuse or negligence. The tenant is not allowed to rent another unit unless the end of tenancy inspection is passed or repair cost has been paid in full.

9.10 Open Fires

Tenants of the all LNIB rental units agree to abide by the Fire Regulations as prescribed by the LNIB Fire Department and the Zoning Bylaw of the Lower Nicola Indian Band. Tenants may not construct or light open-flame fires (including but not limited to burning barrels, recreational fires - bonfires, fire pits and/or camp fires) without prior written permission from the LNIB Fire Department. All open burning is banned either when the fire index is at the extreme level or if notified by LNIB.

9.11 Home Fire Safety

Tenants will be responsible for keeping the unit and surrounding area in a fire safe condition at all times. Tenants will be responsible for checking to see if smoke alarms are in working order and checking the date on the fire extinguishers.

The tenant will be responsible for planning a home fire escape plan. A Home Safety Checklist will be provided along with the Rental Agreement.

9.12 Agreement to Abide by LNIB By-laws

Tenants of all LNIB rental units agree to abide by all LNIB by-laws that are currently in effect on the LNIB reserve lands.

9.13 Reasons for 1 Month Notice to End the Tenancy (Cause)

1. Tenant is repeatedly late paying rent,
2. Tenant has allowed an unreasonable number of occupants in the unit,
3. Tenant or a person permitted on the property by the tenant has:
   a. significantly interfered with or unreasonably disturbed another occupant
   b. seriously jeopardized the health or safety or lawful right of another occupant
   c. put the LNIB's property at significant risk
4. Tenant has engaged in illegal activity that has, or is likely to:
   a. damage the LNIB's property
   b. adversely affected the quiet enjoyment, security, safety or physical well-being of another occupant
   c. jeopardized a lawful right or interest of another occupant
5. Tenant has caused extraordinary damage to the unit,
6. Tenant has not done required repairs of damage to the unit,
7. Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so,
8. Tenant has assigned or sublet the rental unit.

10.0 RESPONSIBILITIES OF LNIB HOUSING DEPARTMENT

The LNIB Housing Department is responsible to extend the life of all units by carrying out the maintenance and preventative repairs as outlined below:

- Damage caused by natural deterioration e.g. rotting, etc.,
- Damage caused by natural disasters caused by flooding, etc.,
- Deteriorated doors, windows, or household appliances due to natural wear and tear,
- Inspection and general service of furnaces and other heating devices,
- Inspection and general service of hot water tanks including element replacement, and replacement of the complete tank unit where required,
- Complete service of all plumbing, including replacement of fixtures where required,
- Repair of electrical wiring and fixtures as required,
- Repair and replacement of glass in windows and doors as necessary,
- Repair and replacement of doors,
- Repair of interior and exterior walls,
- Repair of ceilings and floors,
- Repair of eaves trough,
- Repair of the roof,
- Repair and replacement of appliances, as required,
- Any other maintenance deemed required for the health and safety of the tenant and to extend the useful life of the unit.

11.0 HOUSING INSPECTIONS

11.1 Annual Inspections

The purpose of housing inspections is to determine whether there is a need for preventative maintenance or repairs required.

All rental units, whether occupied or not, shall be inspected by the Housing Department at least once annually.

In conducting an inspection, the Housing Department will assess the condition of both the interior and exterior of the housing unit, including the appliances and heating system.

11.2 Vacant Units

All vacant units will be inspected before a new tenant moves into a housing unit.

A move-in inspection will be completed and signed by both the new tenant and the Housing Department. Following the inspection of a unit, the LNIB Housing Department will prepare a report documenting any deficiencies of the unit and keep the report in a file for future reference.

11.3 End of Tenancy Inspection Reports

Inspections shall be conducted by the Housing Department after a tenant permanently vacates a unit. All inspection reports shall include the following information:

a. general condition of the unit,

b. date of the inspection,

c. signature of inspector and tenant and

d. condition of the following items:

Internal	External	
1. Furnace filter 2. Appliances 3. Floors 4. Walls 5. Cabinets 6. Plumbing fixtures 7. Electrical fixtures	1. Roofing 2. Windows/screens 3. Siding 4. Entrance 5. Decking 6. Eaves troughs 7. Chimneys	8. Septic systems 9. Porches/stairs 10, Garbage 12. Oil spills 13. Carport

12.0 DAMAGE CAUSED BY VANDALISM

Where an act of vandalism is reported to the RCMP and Housing and where the subsequent investigation does not result in an association of liability with the Tenant, other Occupants or guests of the Tenant as determined by the RCMP, the Housing Department will undertake the repair of the damage and will pay the insurance deductible, if applicable.

13.0 LOCKS AND KEYS

13.1 New Tenants

After a tenant signs a tenancy agreement with the LNIB, she or he will be given keys to her or his residence, and a copy of keys for all on-reserve housing units will be kept by the LNIB Housing Department. When tenancy ends the keys must be returned to the Housing Department.

The LNIB Housing Department will ensure that all keys for all rental units are kept secured except when used by the LNIB Housing Department for authorized purposes.

13.2 Lost or Stolen Keys

In the event that a key becomes lost or stolen, the tenant must inform the LNIB Housing as soon as possible that the key is lost/stolen and it will be the tenant's expense of **$15.00** per key for replacement.

14.0 DAMAGE DEPOSITS

A tenant must pay a damage deposit of one-half month's full rent due on the move-in date. At the termination of the tenancy any repairs, cleaning costs, or arrears owing will be deducted from the damage deposit. The balance of the deposit will be returned to the Tenant with a deposit rate of interest paid at the end of tenancy. In the event that the Social Assistance Department of LNIB paid the original damage deposit at the commencement of the tenancy, any balance of such damage deposit shall be refunded to the Social Assistance Department at the termination of the tenancy.

15.0 ANIMALS/PETS

For all regulations regarding pets please refer to the Animal Control By-law #10 attached to the Tenancy Agreement.

There will be no pets allowed in any multi-family dwelling including 4-plexes or 8-plexes.

Any term of the Animal Control By-law #10 or the tenancy agreement that prohibits, or restricts the size of a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

LNIB as the LNIB Housing Department agrees

a. that the security deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential unit and

b. to repay the security deposit and pet damage deposit to the tenant within 15 days of the end of the tenancy agreement, unless

    a. the tenant agrees in writing to allow the LNIB Housing Department to keep an amount as payment for unpaid rent or damage, or

    b. the LNIB Housing Department applies for dispute resolution to the Housing Appeals Committee within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

The legitimacy of complaints regarding the actions of pets shall be determined by the LNIB Public Works Security Officer.

16.0 VACANCIES - TENANTS

16.1 Notice

All tenants shall notify the Housing Department in writing 30 days in advance when they plan to vacate a unit.

16.2 Termination of Occupancy

If a Tenant terminates their occupancy for any reason and the unit is located on family land, the unit may be rented to another family member that qualifies under the LNIB application criteria. In the event that another family member does not qualify or does not sign, the unit shall be reallocated and rented to another applicant who qualifies under the LNIB application criteria process and according to the priority list for housing.

16.3 Abandonment

Where the tenant leaves a unit vacant without notice and has not paid the rent on the first of the month, the unit shall be considered permanently vacant.

In the event that a tenant fails to clear out her or his belongings or clean the unit and yard, the tenant will be fully responsible for any charges incurred by the LNIB to complete the work.

Permanently vacated units will be reallocated according to the priority list for housing.

17.0 MARITAL PROPERTY

17.1 Where there is a Court Order/Legislation

Where there is a separation and both spouses wish to reside in a rental unit, the LNIB will comply with the applicable legislation and/or court order.

17.2 Absence of Court Order/Legislation

In the absence of a court order/legislation, the LNIB Housing Department will give preference to the spouse or guardian with the highest need, taking into account the spouse or guardian that have custody of the children and any other factors that may be relevant. This determination will be made in consultation with the Social Services Department and the Executive Director.

17.3 Extenuating Circumstances

In extenuating marital circumstances (domestic violence or marital separation) the LNIB Housing Department will make every effort to ensure all parties are treated with respect regarding living needs. The LNIB will ensure that non-band members will be given consideration of occupancy for at least six months or until the end of the school year.

18.0 RESPONSIBILITIES OF LNIB – ALL ON-RESERVE HOUSING

18.1 Records

The LNIB Housing Department will maintain records relating to the occupancy of all housing units, including all rental agreements and documents included in this policy.

18.2 Water, Septic and Garbage Disposal

LNIB shall ensure that the following services are provided and regularly maintained for all on-reserve housing:

a. water access

b. septic

c. garbage collection

18.3 Road and Driveway Maintenance

LNIB shall maintain and/or repair all public roads on-reserve, when needed. This includes clearing snow, filling in potholes, etc. Tenants are responsible for clearing snow, maintaining and repairing their own driveways and private roads.

19.0 CONDEMNED UNITS

In the event that a unit becomes condemned or is in a non-livable condition, the unit may not be occupied until the necessary repairs are completed and the unit is considered live-able. This determination will be made by qualified Building Inspector.

20.0 ENTERING PREMISES

20.1 Grounds for Entry

The LNIB Housing Department will provide a 24 hour written notice of requirement to enter to the tenant. This includes but is not limited to the collection of water samples by staff for health and safety reasons.

20.2 Emergencies

Housing staff or persons authorized by housing may enter an occupied residence in the event of an emergency such as flooding, fire, gas leak or any other emergency. Tenant will be contacted before entry if possible.

20.3 24-Hour Notice Waived

The 24-hour notice may be waived provided the tenant gives her or his prior authorization for the person to enter the residence in writing (waiver form).

21.0 HEALTH AND SAFETY

21.1 House Fires

All house fires will be reported to emergency services immediately. In the event that a tenant's home is lost due to fire, and criminal charges have not been laid, that tenant may be given priority on the waiting list.

21.2 Mould

Tenants are responsible for cleaning mould on windowsills and minor mould that occurs in their units. It is recommended that tenants wear personal protection equipment such as a dust mask and gloves when cleaning mould. An effective cleaning solution for cleaning minor mould is a mixture of mild detergent with hot water. In cleaning carpets, it is recommended that the tenant use a high efficiency air filter, and that all surfaces, in the unit, including floors, walls, ceilings and shelves, be cleaned thoroughly.

Tenants looking for further information on mould should contact the Housing Manager, or refer to the publication entitled "Mould in Housing: An Information Kit for First Nations Communities" published by CMHC, Health Canada, and Indian and Northern Affairs. This publication is currently available at https://www.cmhc-schl.gc.ca

Tenants must inform the Housing Department in the following circumstances:

a. there is evidence of excessive mould; (over 2 square feet total – similar to the size of the front of a microwave oven)
b. the unit is very damp;
c. the mould comes back after cleaning;
d. a family member suffers from asthma or respiratory problems or other health problems that appear to be aggravated inside the unit.

In some cases, further assessments by a specialist may be necessary, and tenants may have to vacate a unit temporarily so that the mould can be removed.

22.0 ILLEGAL ACTIVITY

Tenants are strictly prohibited from carrying on or permitting others to carry on illegal activity in their residence. The LNIB will inform the appropriate authorities in the event that illegal or prohibited activity is taking place or has occurred. The LNIB Housing Department will evict any tenant carrying on or permitting others to perform illegal activity in their unit.

23.0 ADDITIONAL DOCUMENTATION

All tenants will be provided with a copy of the LNIB Rentals Housing Policy and all Appendices and a copy of the Animal Control By-law #10.

24.0 APPEALS

24.1 Eligibility for Appeals

Tenants and applicants for housing may appeal a decision regarding their housing application. Each applicant is entitled to one appeal hearing per issue.

24.2 Appeal Deadline

Appeals regarding a housing application must be submitted within three (3) business days of notification of the decision.

24.3 Application for Appeal Process

The applicant will deliver a request to appeal, in writing, to the Housing Manager within three (3) business days of notification of the decision. The application shall list all the grounds upon which the appeal is based.

The Housing Manager will notify the Executive Director and the Executive Director will contact the LNIB Housing Department Appeals Committee to coordinate a date for the appeal hearing. Every effort will be made to hear the appeal within 6 days of the filing of the request to appeal.

Once a date for the appeal hearing is set, the Housing Manager will notify the applicant.

24.4 Appeal Hearing

The Housing Department will provide relevant information and any pertinent documentation of the Housing Department's decision that is being appealed by the tenant to the Housing Appeals Committee.

At the appeal hearing, the Applicant may be accompanied by a maximum of two people.

The applicant will bring copies of all relevant material to the appeal hearing for the LNIB Housing Department Appeals Committee to review.

The applicant will present his/her appeal to the LNIB Housing Department Appeal Committee. The Applicant may have his/her appeal presented by one of the applicant's party.

Once the Applicant has presented his/her Appeal, and there are no further questions or comments, the Applicant will be excused.

The LNIB Housing Department Appeals Committee will deliver their decision to the Applicant in writing within three (3) business days of the Appeal Hearing.

24.5 Confidentiality of Appeals

All matters discussed at the Appeal Hearing shall be kept confidential.

24.6 Finality of the Decision

The decision of the LNIB Housing Department Appeals Committee is final.

25.0 LNIB HOUSING STAFF CONFIDENTIALITY

It is essential for the credibility of the Lower Nicola Indian Band that all matters related to Band members and/or any individual to whom the Band provides services, be kept in the strictest of confidence.

All staff members of the Band sign an Oath of Confidentiality upon hiring. Confidentiality is maintained to protect and respect the Band and Band Members.

The Band upholds the principle that privacy is a basic right in our society and safeguarding that right is the ethical and legal obligation of the Chief and Council and Band Administration.

Confidentiality is an essential component of service delivery and all records must be kept secure whether paper or electronic.

All information obtained regarding Tenants of the Band will be treated as confidential.

Exceptions to the policy on confidentiality are:

a. Cases of suspected child abuse;

b. Between staff when necessary to contribute input and only with persons directly and professionally concerned with them;

c. Any activity that may be, or appear to be, illegal or prohibited.

26.0 CONFLICT OF INTEREST

The Housing Manager and/or Staff must immediately report a 'Conflict of Interest' if it exists or if it is perceived to exist to their direct supervisor. Conflict of Interest shall be determined as described in the Personnel Policy of the Lower Nicola Indian Band.

27.0 AMENDMENTS TO HOUSING POLICIES

27.1 Amendments Approval

The Chief and Council must approve all amendments to the housing policies before they are implemented.

27.2 Amendment Process

A letter from the Housing Department requesting an amendment, along with a list of the proposed amendment/s and the relevant policies, must be submitted to the Chief and Council for approval.

Upon approval the Housing Policy must be updated and ratified.

APPENDIX A

MONTH-TO-MONTH RENTALS POLICY

All provisions of the LNIB Housing Policy apply to the LNIB Month-to-Month Rentals Policy.

1.1 Application Process

a. Applicants must complete the Tenancy Application Form and a Criminal Record Check and submit both completed forms to the Housing Department. The date of the receipt of both documents will be considered the date of competed application.

b. The Housing Department will verify that the applicant is in good financial standing with the Band.

c. The tenant will provide confirmation of their ability to have necessary utilities transferred into their name.

d. The applicant will be then placed on a waiting list based on the date of the completed application and assigned a waitlist number that corresponds with the unit size required.

e. The Housing Department will publish the current Month-to-month waitlist on the LNIB website and in the LNIB newsletter on a monthly basis.

e. A Tenancy Agreement must be completed by all new tenants prior to move in date.

f. If a tenant declines a unit they will be required to reapply.

1.2 Application Renewal Date

The application renewal date will be one year from the time the prospective tenant filled out the first application.

1.3 Insurance

For all rental units, LNIB will purchase house insurance for the structure and major appliances of the house.

All tenants are responsible for arranging for and purchasing insurance to cover the contents of their home and personal items.

1.4 Fire Safety

For safety reasons no free-standing space heaters will be allowed without the written consent of the Housing Department.

APPENDIX B

RENT-TO-OWN POLICY

All provisions of the LNIB Housing Policy apply to the LNIB Rent-to-Own Policy.

1.1 Application Process

a. Applicants must complete the Rent-to-own Application Form and a Criminal Record Check and submit both completed forms to the Housing Department. The date of the receipt of both documents will be considered the date of competed application.

b. The Housing Department will verify that the applicant is in good financial standing with the Band.

c. The tenant will provide confirmation of their ability to have necessary utilities transferred into their name.

d. The applicant will be then placed on a waiting list based on the date of the completed application and assigned a waitlist number that corresponds with the unit size required.

e. The Housing Department will publish the current Rent-to-own waitlist on the LNIB website and in the LNIB newsletter on a monthly basis.

e. A Rent-to-own Agreement must be completed by all new tenants prior to move in date.

f. If a tenant declines a unit they will be required to reapply.

g. A Band Member may apply to have a unit built on their family's land but must relinquish all claims and rights to the surveyed lot that the land and unit occupy until such time that the mortgage is paid in full and the unit has been transferred into the Band Member's name.

1.2 Application Renewal Date

The application renewal date will be one year from the time the prospective tenant filled out the first application.

1.3 Application Criteria – Rent-to-Own units

Applications will be subject to verification of the following:

a. Date of completed application,
b. Be a Lower Nicola Indian Band Member,
c. Agreement to Home Ownership,
d. Be in good financial standing with the Band,
e. Family unit size,
f. Proof of employment and ability to pay.

1.4 Rent-to-Own House on Privately Owned Land

The Applicant must sign a consent waiver for the cancellation of his or her ownership or CP for the surveyed lot on the land on which the house will be situated and ownership will be returned upon full payment of the mortgage and any outstanding housing debts to the Band.

1.5 Rent-to-Own House on Subdivided Lots

The applicant must sign a Home Owner Agreement and must reside in the unit for the amortization period to qualify for ownership of the unit. If the applicant has not stayed in the unit for the amortization period they must sign an agreement to continue payments until the equity of the unit is paid in full. If the payments under this agreement are defaulted the agreement is automatically terminated.

1.6 Subletting

Tenants of Lower Nicola Indian Band Rent-to-Own units are strictly prohibited from subletting as per section 3.1 of the Section 56.1 Agreement CMHC.

1.7 Permanent and Primary Residency

Tenants must reside in their house for a minimum of nine months out of the year to ensure that housing is being utilized to its fullest.

1.8 Temporary Transfer of Tenancy

A Tenant may request the Housing Department a temporary rental with a recommended new tenant for the purpose of short term absence i.e. medical, education, employment, or family/marital resolutions. The recommended tenant must be eligible as any other tenant. The new tenancy agreement shall not exceed three years consecutively.

Upon the completion of the temporary agreement the temporary tenant will vacate the premises in order for the initial tenant to move in. The initial tenant must sign a new tenancy agreement and meet the eligibility requirements.

There shall be no equity built by the initial tenant or the temporary tenant in this or any other unit/home during the time of the temporary transfer of tenancy.

1.9 Passing Away Of a Tenant

In the event of death of a tenant the LNIB will give consideration to the deceased's immediate family or family stated in the will to transfer the Rent agreement if requested by the family. The new tenant must qualify or must be eligible to continue the Rent-to-Own Agreement and if eligible the tenancy will be deemed continuous for the purpose of ownership.

1.10 Insurance

For all Rent-to-Own units, the LNIB shall purchase house insurance for the structure and major appliances of the house. The Tenant shall be responsible for arranging and purchasing all content insurance.

1.11 Terms for Transfer of Ownership

Please see Appendix H.

APPENDIX C

Lower Nicola Indian Band
Council Resolution

181 NAWISHASKIN LANE, MERRITT, BRITISH COLUMBIA V1K0A7
TEL.: 250-378-5157 FAX: 250-378-6188

WHEREAS the Chief and Council of the Lower Nicola Indian Band have observed and have heard from the Membership and the LNIB Housing Department that there is an obvious and urgent need for Community and Low-Income Housing on the reserves of the LNIB;

AND WHEREAS the Chief and Council of the Lower Nicola Indian Band acknowledge that this need has a tremendous impact on the membership and those who are in financial hardship and reliant upon LNIB Low-Income Assistance to assist them with their housing needs;

AND WHEREAS the Chief and Council of the Lower Nicola Indian Band acknowledge that the Band owned rental units require current and on-going renovations, maintenance, and repairs;

NOW THEREFORE BE IT RESOLVED that the Band owned unit at (Legal Description)

_____ be deemed a Community and Low-Income Housing Unit for the remainder of its useful life.

AND FURTHER THEREFORE BE IT RESOLVED that the Chief and Council of the Lower Nicola Indian Band directs the LNIB Social Assistance Department to review the rents being paid by LNIB members reliant on LNIB Social Assistance and living in Community and Low-Income Housing Units and where it is deemed necessary based on the financial need of each Social Services recipient, to assist the Social Services recipient to pay for their Community and Low-Income Housing Unit rent.

This Band Council Resolution is supported by a majority Council at a duly convened meeting on the ___ day of ___, 20___. Quorum is 5.

_____	_____
Victor York, Chief	Harold Joe, Councillor
_____	_____
Robert Sterling, Councillor	Lucinda Seward, Councillor
_____	_____
Stuart Jackson, Councillor	Mary June Coutlee, Councillor
_____	_____
Molly Toodlican, Councillor	Joanne Lafferty, Councillor

APPENDIX D

Minimum Rental Rates (Approved by Motion Annually)

April 1, 2012 to March 31, 2013

Multi-Family Units 4-Plex and 8-Plex

1 Bedroom ..... $ 350.00
2 Bedrooms..... 425.00

Duplex without Basement

1 Bedroom ..... $ 350.00

Duplex with Basement

2 Bedrooms..... $ 450.00
3 Bedrooms..... 500.00

Single Family Unit with Basement

2 Bedrooms..... $ 500.00
3 Bedrooms..... 550.00
4 Bedrooms..... 600.00

Single Family Unit without Basement

2 Bedrooms..... $ 450.00
3 Bedrooms..... 500.00
4 Bedrooms..... 550.00

CMHC LEM RATES

Set in 2012 by CMHC and adjusted annually as per the Consumer Price Index or the amount deemed sufficient to ensure all project and operating expenses are covered, whichever is greater.

April 1, 2012 to March 31, 2013

Phases 6 thru 12

	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms
Duplex, 4-Plex	$ 380.00	$ 500.00	$ 595.00	
Single Family		$ 575.00	$ 670.00	$ 700.00

APPENDIX E – TENANCY AGREEMENT

Lower Nicola Indian Band
Tenancy Agreement

Between

Lower Nicola Indian Band Housing Department
181 Nawishaskin Lane
Merritt BC V1K 0A7
Telephone: 250-378-5157
Fax Number: 250-378-6188

And the TENANT(S): (Full list of unit's Occupants on attached form)

Last Name:	First and Middle Name:

Last Name:	First and Middle Name:

Last Name:	First and Middle Name:

Address of place being rented to Tenant(s):

Unit:	Address, City, Postal Code:

1. CHANGES TO THIS AGREEMENT

1. Any change or addition to this tenancy agreement must be agreed to in writing and initialed by both the Lower Nicola Indian Band Housing Department and the tenant. If a change is not agreed to in writing, is not initialed by both the LNIB Housing Department and the tenant or is unconscionable, it is not enforceable.

2. The requirement for agreement under subsection (1) does not apply to:
   a. a rent increase given in accordance with this Agreement or
   b. a withdrawal of, or a restriction on, a service or facility in accordance with this Agreement.

2. LENGTH OF TENANCY

This tenancy starts on:

Day	Month	Year

This tenancy agreement is based on a month-to-month basis and must be renewed annually.

3. RENT

a. Payment of Rent:

The tenant will pay rent in the amount of $_____ on the first day of each month.

The tenant must pay the rent on time. If the rent is late, the LNIB Housing Department may issue a Notice to End Tenancy to the tenant, which may take effect not earlier than 10 days after the date the notice is given.

b. What is included in the rent:

Check only those that are included and provide additional information if needed. The LNIB Housing Department must not terminate or restrict a service or facility that is essential to the tenant's use of the rental unit as living accommodation or that is a material term of the tenancy agreement.

☐ Water	☐ Electricity	☐ Heat
☐ Stove and Oven	☐ Dishwasher	☐ Refrigerator
☐ Carpets	☐ Window Coverings	☐ Cablevision
☐ Storage	☐ Garbage Collection	☐ Septic Services
☐ Parking for _____ vehicles		☐ Other

Description of other services or facilities: _____

_____

_____

4. DAMAGE DEPOSIT

The tenant is required to pay a damage deposit of $_____ by the

_____ day of _____ , 201_____.

5. PETS AND PETS DAMAGE DEPOSIT

1. For all regulations regarding pets please refer to the Animal Control By-law #10 attached to the Tenancy Agreement.
2. There will be no pets allowed in any multi-family dwelling including 4-plexes or 8-plexes.
3. Any term of the tenancy agreement that prohibits or restricts the size of a pet or that governs the tenant's obligations regarding the keeping of a pet on the residential property is subject to the rights and restrictions under the Guide Animal Act.

LNIB Housing Department agrees:

1. that the damage deposit and pet damage deposit must each not exceed one half of the monthly rent payable for the residential unit and
2. to repay the damage deposit and pet damage deposit to the tenant within 15 days of the end of the tenancy agreement, unless
    a. the tenant agrees in writing to allow the LNIB Housing Department to keep an amount as payment for unpaid rent or damage, or
    b. the LNIB Housing Department applies for dispute resolution to the Housing Appeals Committee within 15 days of the end of the tenancy agreement to claim some or all of the security deposit or pet damage deposit.

The legitimacy of complaints regarding the actions of pets shall be determined by the LNIB Public Works Security Officer.

6. CONDITION INSPECTIONS

1. The LNIB Housing Department and tenant must inspect the condition of the rental unit together:
    a. when the tenant is entitled to possession,
    b. when the tenant starts keeping a pet during the tenancy, if a condition inspection was not completed at the start of the tenancy, and
    c. at the end of the tenancy.
2. The LNIB Housing Department and tenant may agree on a different day for the condition inspection.

7. PAYMENT OF RENT

1. The tenant must pay the rent on time. If the rent is unpaid, the LNIB Housing Department may issue a notice to end a tenancy to the tenant, which may take effect not earlier than 10 days after the date the tenant receives the notice.

2. The LNIB Housing Department must not take away or make the tenant pay extra for a service or facility that is already included in the rent

3. The LNIB Housing Department must give the tenant a receipt for rent paid in cash.

4. The LNIB Housing Department must return to the tenant on or before the last day of the tenancy any post-dated cheques for rent that remain in the possession of the LNIB Housing Department. If the LNIB Housing Department does not have a forwarding address for the tenant and the tenant has vacated the premises without notice to the LNIB Housing Department, the LNIB Housing Department must forward any post-dated cheques for rent to the tenant when the tenant provides a forwarding address in writing.

8. RENTAL INCREASES AND ADJUSTMENTS

1. Once a year the LNIB Housing Department may increase the rent for the existing tenant.

2. If in the case a tenant's income or family profile changes, it is the responsibility of the tenant to notify the LNIB Housing Department within 10 days of any changes and if necessary for the LNIB Housing Department to adjust the rent charged to the tenant.

3. The LNIB Housing Department must give a tenant 3 whole months notice, in writing, of a rent increase.

4. The LNIB Housing Department may increase the rent in the amounts set out by:

   a. the Minimum Rental Rates approved by Chief and Council set out annually or

   b. the review of the tenants verification of income and family profile as reviewed annually.

9. REPAIRS

1. LNIB Housing Department's obligations:

   a. The LNIB Housing Department must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The LNIB Housing Department must comply with health, safety and housing standards required by law.

   b. If the LNIB Housing Department is required to make a repair to comply with the above obligations, the tenant may discuss it with the LNIB Housing Department. If the LNIB Housing Department refuses to make the repair, the tenant may apply for resolution to the Housing Appeals Committee for the completion and costs of the repair.

2. Tenant's obligations:

   a. The tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access. The tenant must take the necessary steps to repair damage to the residential property caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant. The tenant is not responsible for reasonable wear and tear to the residential property.

   b. If the tenant does not comply with the above obligations within a reasonable time, the LNIB Housing Department may discuss the matter with the tenant and may apply for a resolution to the Housing Appeals Committee to seek a monetary order for the cost of repairs, serve a notice to end a tenancy, or both.

   c. The tenant(s) agrees not to sublease the unit.

   d. The tenant(s) agrees not to operate any home-based business that will cause an increase in the unit's insurance or disrupt the basic residential nature of the neighbourhood.

3. Emergency Repairs:

   a. The LNIB Housing Department must post and maintain in a conspicuous place on the residential property, or give to the tenant in writing, the name and telephone number of the designated contact person for emergency repairs.

   b. If emergency repairs are required, the tenant must make at least two attempts to telephone the designated contact person, and then give the LNIB Housing Department reasonable time to complete the repairs.

   c. If the emergency repairs are still required, the tenant may undertake the repairs, and claim reimbursement from the LNIB Housing Department, provided a statement of account and receipts are given to the LNIB Housing Department. If the LNIB Housing Department does not reimburse the tenant as required, the tenant may deduct the cost from rent. The LNIB Housing Department may take over completion of the emergency repairs at any time.

   d. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing

      i. major leaks in pipes or the roof,

      ii. damaged or blocked water or sewer pipes or plumbing fixtures,

      iii. the primary heating system,

      iv. damaged or defective locks that give access to a rental unit, or

      v. the electrical systems.

10. OCCUPANTS AND GUESTS

1. The LNIB Housing Department must not stop the tenant from having guests under reasonable circumstances in the rental unit.
2. The LNIB Housing Department must not impose restrictions on guests and must not require or accept any extra charge for daytime visits or occasional overnight accommodation of guests.
3. If the number of occupants in the rental unit is unreasonable or unsafe, the LNIB Housing Department may discuss the issue with the tenant and may either raise the rent of the unit or serve a notice to end a tenancy.

11. LOCKS

1. The LNIB Housing Department must not change locks or other means of access to residential property unless the LNIB Housing Department provides each tenant with new keys or other means of access to the residential property.
2. The LNIB Housing Department must not change locks or other means of access to a rental unit unless the tenant agrees and is given new keys.
3. The tenant must not change locks or other means of access to
   a. common areas of residential property, unless the LNIB Housing Department consents to the change, or
   b. his or her rental unit, unless the LNIB Housing Department consents in writing.

12. LNIB HOUSING DEPARTMENT'S ENTRY INTO RENTAL UNIT

1. For the duration of this tenancy agreement, the rental unit is the tenant's home and the tenant is entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the rental unit.
2. The LNIB Housing Department may enter the rental unit only if one of the following applies:
   a. at least 24 hours and not more than 30 days before the entry, the LNIB Housing Department gives the tenant a written notice which states
      i) the purpose for entering, which must be reasonable, and
      ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant agrees otherwise;
   b. there is an emergency and the entry is necessary to protect life or property;
   c. the tenant gives the LNIB Housing Department permission to enter at the time of entry or not more than 30 days before the entry;
   d. the tenant has abandoned the rental unit;
   e. the LNIB Housing Department has an court order saying the LNIB Housing Department may enter the rental unit;
3. The LNIB Housing Department may inspect the rental unit monthly on a monthly basis with appropriate notice.

13. ENDING THE TENANCY

1. The tenant may end the tenancy by giving the LNIB Housing Department at least one month's written notice. A notice given the day before the rent is due in a given month ends the tenancy at the end of the following month. [For example, if the tenant wants to move at the end of May, the tenant must make sure the LNIB Housing Department receives written notice on or before April 30th.]
2. This notice must be in writing and must
   a. include the address of the rental unit,
   b. include the date the tenancy is to end,
   c. be signed and dated by the tenant, and
   d. include the specific grounds for ending the tenancy, if the tenant is ending a tenancy because the LNIB Housing Department has breached a material term of the tenancy.
3. The LNIB Housing Department may end the tenancy for Cause and must provide appropriate notice to end the tenancy.
4. The LNIB Housing Department may end the tenancy for construction or in order to best utilize Band housing stock and must provide 60 days notice.
5. The LNIB Housing Department and tenant may mutually agree in writing to end this tenancy agreement at any time.
6. The tenant must vacate the residential property by 1 p.m. on the day the tenancy ends, unless the LNIB Housing Department and tenant otherwise agree.

14. LNIB HOUSING DEPARTMENT TO GIVE TENANCY AGREEMENT TO TENANT

The LNIB Housing Department must give the tenant a copy of this agreement promptly and in any event within 21 days of entering into the agreement.

15. RESOLUTION OF DISPUTES

Either the tenant or the LNIB Housing Department has the right to apply for dispute resolution to resolve a dispute, to the Housing Appeals Committee.

16. ADDITIONAL TERMS

The tenant(s) agrees to abide by all additional terms and conditions as outlined in the LNIB Rental Housing Policy as attached.	_____ Tenant's Initials
The tenant(s) agrees to abide by the Animal Control By-law #10 as attached.	_____ Tenant's Initials
The tenant(s) agrees to notify the LNIB Housing Department of any firearms owned by the tenant(s) and provide evidence of appropriate licensing.	_____ Tenant's Initials

By signing this tenancy agreement, the LNIB Housing Department and the tenant are bound by its terms.

_____ Tenant Signature

_____ LNIB Housing Department (name)

_____ Tenant Signature

_____ LNIB Housing Department (signature)

APPENDIX F - LNIB HOUSING DEPARTMENT COLLECTIONS POLICY

LNIB HOUSING DEPARTMENT
COLLECTIONS POLICY

1.0 INTRODUCTION

This policy is to provide the LNIB Housing Department with collection policy that will be applied to all tenant arrears in a fair, equitable manner. The collection policy is intended to assist tenants with the payment of arrears while providing a fair policy to all tenants of any rental unit of the Lower Nicola Indian Band. The collection policy will also ensure the financial obligations of all rental tenants are met for the Lower Nicola Indian Band.

This policy applies to all tenants with a written Tenancy Agreement who occupy units designated as any type of rental unit and/or owes money for current or previous rental units.

It is the contractual obligation of the tenant to pay rent on or before the first day of every month. It is the tenant's responsibility to advise the Housing Department of any change that would affect their Tenancy Agreement. It is the responsibility of the Housing Department to enforce this policy consistently and to be supportive in proactive approaches to ensure accounts remain up to date.

It is the intention of the LNIB Housing Department that eviction be used as a last resort. The LNIB Housing Department would prefer that an Arrears Repayment Agreement be entered into that will enable tenants to bring their account current while being consistent with their ability to pay and to ensure their financial obligations to LNIB are met.

However, the policy recognizes that in certain circumstances eviction will be the only alternative left to the Band. The intention of the eviction procedure is to allow the tenant every opportunity to bring his or her account current and provide a system of checks and balances that will ensure all tenants are dealt with consistently.

Any deviation from this Collection Policy will require the approval of the Executive Director.

2.0 RENTAL ADJUSTMENTS

As there is an obligation on the tenant's part to bring any errors or omissions to the Housing Department, rental adjustments will only be allowed for the preceding three (3) calendar months from the current month. Any further adjustments will require the approval of the Housing Appeals Committee.

3.0 TENANT ACCOUNT STATEMENT

For all overdue accounts the Housing Department, by the fifth (5th) business day of every month, will generate Tenant Account Statements.

Statement Composition

Statements will be composed of the following:

1. Previous outstanding balance (if any);
2. Previous month's rental charges;
3. Previous month's payments;
4. Current month's rental charges;
5. Total Balance due;
6. Aged to 30, 60, 90 days.

4.0 COLLECTIONS PROCESS

1. **Tenant Contact**

   The Housing Coordinator will contact, by phone or if not able to contact by phone then by mail, all overdue tenants by the fifth (5th) of every calendar month, unless there is a prior arrangement in place.

2. **Meeting with Tenant**

   A staff member of the Housing Department will meet with the tenant in arrears to determine:

   b. The total amount of arrears due;

   c. The tenant's ability to repay;

   3. The tenant's willingness to repay;

   4. The terms of the Arrears Repayment Agreement.

3. **Payment Extension**

   In extenuating circumstances, payment extensions for the current month must be requested by the Tenant in writing to the Housing Department and cannot extend past the 15th of the current month. Payment extensions will not be extended beyond this time frame.

4. **Budgeting Counseling**

   All tenants in arrears are required to take Budget Counseling with either the Housing Department or with a qualified credit counselor within 21 days of signing of an Arrears Repayment Agreement.

5.0 ARREARS REPAYMENT PLAN

Repayment Agreement

1. A signed Repayment Agreement (see Appendix G) must be in place for any arrangement extending past 15 calendar days.

2. Individual Social Assistance Recipients are required to pay $20.00 per month to arrears unless a greater amount is approved by the Social Assistance Department.

Guidelines for repayment terms are as follows:

• Less than $2,000	12 months
• $2,000-$5,000	24 months
• $5,001 and up	Minimum of $100.00 per month to a maximum of $400.00 per month based on income

NOTE: *The Lower Nicola Indian Band will accept cash, certified cheque or money order only for payment of outstanding housing arrears. No offers to trade services or items of equal value for outstanding housing arrears will be considered.*

6.0 EVICTION

Notice of Eviction

1. Department Letter

When a tenant refuses to maintain his/her account current, or fails to keep their Repayment Agreement, the Housing Department will have the authority to issue a Notice of Eviction. If the tenant pays their account in full within 10 days, the eviction will be cancelled.

2. Notice Period

The tenant will be given 10 days notice to pay their account in full.

3. Delivery

The Notice of Eviction will require proof of delivery, either by double registered mail or delivery in person with a witness.

7.0 COMMUNICATIONS TO THE EXECUTIVE DIRECTOR

The Housing Department will prepare a monthly report for the Executive Director on all collection actions.

8.0 REMOVAL OF PERSONAL POSSESSIONS

In the event that the tenant fails to remove their personal possessions upon vacating the premises, the Band will appoint a third party moving company to pack, move and store the items for 30 days. The Lower Nicola Indian Band accepts no liability for any damage to the property. After 30 days, the property will be sold or disposed of at the cost to the tenant. All costs related to removal and storage or disposal will be added to the tenant's housing account, which they are still responsible to pay and as such the Housing Department will continue pursuing collection of this debt. Net sales of property or possessions will be credited to the tenants account.

9.0 REMOVAL OF TENANT

In the event that the tenant willfully resists giving up possession of the premises, the RCMP will be called to assist in the removal of the tenant from the property.

10.0 TENANT RIGHTS

The tenant facing eviction will have the right to appeal any decision made by the Housing Department to the Housing Appeals Committee.

APPENDIX G - HOUSING ARREARS REPAYMENT AGREEMENT

HOUSING ARREARS REPAYMENT AGREEMENT

BETWEEN

_____

Hereafter known as the "Tenant"

"Tenant" refers to the singular and the plural "Tenant"

AND

THE LOWER NICOLA INDIAN BAND

As Represented by the Housing Department
Hereafter known as "Housing"

1. The Tenant acknowledges, understands, and agrees that they, the Tenant have housing rent arrears outstanding to the Lower Nicola Indian Band Housing Department.

2. The Tenant acknowledges, understands, and agrees that outstanding housing rent arrears are not tolerated and are cause for eviction.

3. The Tenant acknowledges, understands, and agrees that they are entering into this Housing Arrears Repayment Agreement in order to address the Tenant's outstanding housing rent arrears.

ARREARS TOTAL

The outstanding housing rent arrears as of _____(date) is a total of

$_____.

The Tenant's current mailing address: _____

_____

_____

TENANT INCOME STATUS

The Tenant's Income Status is currently:

Social Assistance ____ Employed ____ EI ____ Pension ____ Other

_____(specify)

REPAYMENT OPTIONS

The Tenant may choose one or more of the following three repayment options:

1. **Monthly Payment Against the Outstanding Arrears Balance**

   The Tenant agrees to pay to the LNIB Housing Department an arrears payment in the amount of $_____ per month in addition to the monthly rent of $_____ per month with the minimum payment towards arrears being $50.00 per month.

   Tenant Initials _____ Housing Department Initials _____

2. **Lump Sum Payments**

   The Tenant agrees to pay to the LNIB Housing Department an arrears lump sum payment in the amount of $ _____.

   Tenant Initials _____ Housing Department Initials _____

3. **Extended Rental Repayment Period** (applicable to Section 95 Housing Program only)

   The Tenant agrees to continue to pay the LNIB Housing Department rent on the Unit after the completion of the amortization period until the Tenant's arrears are paid in full. This rent will be applied as follows:

   A. 50% of the rent will be applied directly to the arrears.
   B. 50% of the rent will be used for operational expenses including but not limited to insurance, repairs, replacement reserve and administration.

   Tenant Initials _____ Housing Department Initials _____

IF THE TENANT IS A BAND EMPLOYEE OR CONTRACTOR TO LNIB

The Tenant agrees to allow LNIB to deduct the housing rental payment and the housing arrears payment from the Tenant's wages or contract proceeds.

Tenant Initials _____ Housing Department Initials _____

ARREARS PAYMENT DUE DATE

Housing arrears payments will be made on the _____ day of each month at the Band Office.

Tenant Initials _____ Housing Department Initials _____

ACCOUNT STATEMENTS

Arrears account statements will be issued monthly.

IF THE TENANT FAILS TO MAKE AN ARREARS PAYMENT

Failure to make any rent or arrears payment as set out in this Agreement within 10 (ten) days of the due date of the rent or arrears payment will result in immediate eviction.

Tenant Initials _____ Housing Department Initials _____

ACCEPTANCE

The Tenant has reviewed this Arrears Repayment Agreement in full and acknowledges, understands and agrees to all terms and conditions as set out in this Agreement.

Signed this _____ day of _____, 201__ at _____ B.C.

Tenant Name: _____

Tenant Signature: _____

Housing Department Name: _____

Housing Department Signature: _____

Executive Director Name: _____

Executive Director Signature: _____

TENANT REFUSAL TO ENTER INTO AN ARREARS REPAYMENT AGREEMENT

The Tenant has been offered the Arrears Repayment Agreement and has refused to repay outstanding rent under the terms and conditions set out above. By this refusal, the Tenant is in default of their Tenancy Agreement and subject to immediate eviction.

Housing Department Name: _____

Housing Department Signature: _____

Date: _____

APPENDIX H

HOUSING TRANSFER OF OWNERSHIP POLICY

1.0 TRANSFER OF OWNERSHIP

1.1 Application to Purchase or Transfer a Unit/House

Application forms must be completed as a request to the Housing Department for a transfer of ownership of the unit/house and lot. The application will be presented to the Chief and Council once a report and recommendation from the Housing Department and the Lands Department is attached.

1.2 Conditions of Transfer

The LNIB shall transfer ownership of a CMHC previously mortgaged house when the following conditions/terms are met:

1. The mortgage is paid in full for the project, and;
2. The Tenant is not in arrears with payments, and;
3. The original Tenant is the existing Tenant at the time the mortgage was created and the time that the mortgage is paid in full, and must have resided in the unit throughout the full term of the mortgage, or
4. The Tenant at the time the mortgage is paid in full has paid equal value of the mortgage or the appraised value of the home or unit at the time of purchase.

2.0 Sale of Houses with CMHC Mortgages Owing

A house that is included in a CMHC Housing project or any part thereof shall not be sold or otherwise disposed of during the term of the agreement between LNIB and CMHC except with the prior written consent of the CMHC and on such terms and conditions as the Corporation may have approved. The sale of individual units within a project may be approved by the Corporation but the following conditions will apply:

a. The characteristics of the project, of the title and of the mortgage financing do not prevent the division of the project into parts and the viability of the project will not be affected.

b. During the first five years of occupancy, the initial tenant may purchase the unit at the original book value. Any appreciation in the unit value at the time of purchase will be earned by the purchaser over five years on a pro-rated basis. Any unearned value shall be returned to the recipient. After five years the initial occupant must purchase the unit at the market value as determined by the Corporation at the date of purchase or the book value at the date of purchase whichever is greater.

c. A subsequent tenant may purchase the unit at the market value as determined by the Corporation at the date the tenant occupied the unit or the book value whichever is greater, if the purchase is made within the first five years from the date the unit was occupied. Any appreciated value at the time of purchase must be earned on a pro-rated basis over five years. Any unearned value shall be returned

to the eligible contribution recipient. After five years, the subsequent tenant-occupant must purchase the unit at the market value at the time of purchase, or the book value at the date of purchase whichever is greater.

d. Existing financing may not be assumed on the sale of a unit, and the mortgage or the proportionate unit balance outstanding on the blanket mortgage shall be repaid.

e. Prior written approval by the Corporation of the terms and conditions of each sale is required.

f. The profit on the sale of each unit will be used as agreed to by the Corporation, including application against the outstanding mortgage balance or for the acquisition of additional units.

g. Upon sale of each unit, the maximum federal assistance available to the project will be reduced by an amount proportionate to the approved capital cost applicable to the unit sold.

APPENDIX I

REQUEST FOR TRANSFER OF OWNERSHIP

Tenant Name:	Band Number:
Tenant Name:	Band Number:
Address:	Date of Request:

HOUSING DEPARTMENT

1. The mortgage is paid in full for the project, and;
2. The Tenant is not in arrears with payments, and;
3. The original Tenant is the existing Tenant at the time the mortgage was created and the time that the mortgage is paid in full, and must have resided in the unit throughout the full term of the mortgage, or
4. The Tenant at the time the mortgage is paid in full has paid equal value of the mortgage or the appraised value of the home or unit at the time of purchase.

I, _____, LNIB Housing Manager certify the above named tenant(s) have met all conditions required for the Transfer of Ownership of the home listed above.

_____ _____

Signature Date

LANDS DEPARTMENT

I, _____, LNIB Lands Manager recommend that the ownership of the above listed unit and lot be transferred into the above listed tenant(s) name(s).

_____ _____

Signature Date

APPENDIX J

Lower Nicola Indian Band
Council Resolution

181 NAWISHASKIN LANE, MERRITT, BRITISH COLUMBIA V1K0A7
TEL.: 250-378-5157 FAX: 250-378-6188

WHEREAS the Chief and Council of the Lower Nicola Indian Band has received verification by the Housing Department that the mortgage on the home/unit belonging to _____ (tenant(s)) has been satisfied in full as per the LNIB Transfer of Ownership Policy and that the Lands Department has also made recommendation for the transfer of the home and lot;

NOW THEREFORE BE IT RESOLVED that the Chief and Council of the Lower Nicola Indian Band at a duly convened meeting do hereby transfer the ownership of the home and lot at:

_____ (address)

_____ (legal description)

Into the names of the new owners:

_____ (name)

_____ (name);

AND NOW THEREFORE FURTHER BE IT RESOLVED that this transfer shall come into force immediately upon resolution by Chief and Council and shall be deemed to be in compliance with all applicable Band laws and policies.

This Band Council Resolution is supported by a majority Council at a duly convened meeting on the ___ day of _____, 201__. Quorum is 5.

_____
Victor York, Chief

_____
Harold Joe, Councillor

_____
Robert Sterling, Councillor

_____
Lucinda Seward, Councillor

_____
Stuart Jackson, Councillor

_____
Mary June Coutlee, Councillor

_____
Molly Toodlican, Councillor

_____
Joanne Lafferty, Councillor