



**Lheidli T'enneh**

**HOUSING POLICY  
2013**

# Contents

Vision .....	5
Introduction And Philosophy .....	5
Mission Statement .....	6
Housing Policy Background.....	6
CHAPTER ONE	
Administration/Governance.....	9
1.1 Mandate .....	10
1.2 Purpose .....	10
1.3 Definitions .....	10
1.4 Application Of Housing Policies.....	12
1.5 Scope Of Housing Policies .....	13
1.6 Roles And Responsibilities .....	14
CHAPTER TWO	
Subsidized And Band-Owned Rental Housing.....	16
2.1 Rental Housing Application .....	17
2.2 Eligibility .....	17
2.3 Client Selection.....	17
2.4 Construction.....	17
2.5 Residential Tenancy Agreement .....	18
2.6 Rental Rates .....	18
2.7 Rent Increase.....	18
2.8 Inspections .....	18
2.9 Services.....	19
2.10 Locks.....	19
2.11 Housing Department’s Entry Into Rental Unit.....	20
2.12 Damage/Vandalism .....	20
2.13 Payment Of Rent.....	21
2.14 Re-Schedule Rent Payments .....	21
2.15 Historical Rental Arrears Repayment .....	21
2.16 End Of Tenancy .....	21
2.17 Insurance .....	22
2.18 Maintenance/Yard Upkeep Rental Units.....	22

2.19 Maintenance/Yard Upkeep Rent-To-Own Units .....	23
2.20 Renovations .....	25
2.21 Abandoned Houses.....	25
2.22 Ownership Retention .....	25
2.23 Ownership Transfer .....	26
2.24 Survivorship .....	26
CHAPTER THREE.....	27
Privately Owned Housing Units And On Reserve Loan Insurance With Ministerial Loan Guarantee	
3.1 Home Ownership.....	28
3.2 Application To Build .....	28
3.3 Land.....	28
3.4 Eligibility .....	28
3.5 New Home Owner Selection .....	28
3.6 Construction.....	28
3.7 Inspections .....	29
3.8 Building Codes .....	29
3.9 Financing.....	29
3.10 Mortgage Default.....	29
3.11 Subsidy Funds .....	29
3.12 Privately Owned Rental Homes.....	30
3.13 Survivorship.....	30
3.14 Transfer Of Ownership .....	30
3.15 Maintenance And Yard Upkeep.....	30
3.16 Insurance .....	30
3.17 Pets.....	30
3.18 Noise .....	31
CHAPTER FOUR	
Renovations And Additions	
(For Privately Owned Homes) .....	32
4.1 Application.....	33
4.2 Eligibility .....	33
4.3 Selection .....	33
4.4 Inspections .....	33

4.5 Funding/Financing .....	33
4.6 Building Code/Renovations .....	34
CHAPTER FIVE	
General Policies .....	35
5.1 Sanitation.....	36
5.2 Discrimination.....	36
5.3 Appeals .....	36
5.4 Confidentiality.....	36
5.5 Ethics .....	36
5.6 Record Keeping .....	36
5.7 Ratification .....	36
5.8 Policy Amendment .....	37
CHAPTER SIX	
Individual Band Policy.....	38
6.1 Damage Deposit.....	39
6.2 Subletting .....	39
CHAPTER SEVEN	
Policies In Progress.....	40
7.1 Permits .....	41
7.2 Sweat Equity.....	41
Other .....	41

## **Vision**

The aim and objectives of the Lheidli T'enneh First Nation Chief, Council, Elders and Membership with regards to housing is to:

*Strive for excellence and maximization of all Lheidli T'enneh First Nation people to live in a safe and caring environment. We value respect, responsibility, integrity and joy in having a home. We endeavour to enable our people to live and grow healthy and safely by providing adequate housing to the best of our ability. We believe in maintaining, effective communication and an open and trusting relationship with respect to the home and the community.*

To enable Chief and Council to achieve our aim and goals with regard to housing, it is essential we utilize a Housing Policy as a vital tool to help us maintain our housing stock for years to come. This Housing Policy is designed to aid the tenant to keep and maintain the homes for the long term and to initiate a healthier life style.

It will be the responsibility of the tenant designated to our Lheidli T'enneh First Nation homes to comply with this Housing Policy for this policy to be effective. It will be enforced to its fullest. Chief and Council are aware of the limitations of our Elders, physically and financially, so we will endeavour to accommodate our Elders.

To all the people of Lheidli T'enneh First Nation who have been allocated a home, please realize that we are all very fortunate to have a home for many in the world do not. Let's all make an effort to take care of our homes and respect our good fortune and also each other.

## **Introduction and Philosophy**

It is the position of the Chief and Council of the Lheidli T'enneh First Nation that every Band Member has the right to accommodation suitable to their needs.

Housing plays an important role in the functioning of the community. Not only does it fulfill a basic human right for housing, it also meets a social commitment to provide Lheidli T'enneh First Nation Members with adequate housing. In addition, the construction and renovations is a leading factor in the Lheidli T'enneh First Nation's economic growth.

The Lheidli T'enneh First Nation has tried to provide housing to its members in a fair and equitable manner. This has been done despite the fact that inadequate government funding has been provided for housing construction.

This policy manual and the development of a Housing Committee for the Lheidli T'enneh First Nation will ensure that the needs of the Members are met to the best of the Lheidli T'enneh First Nation's ability.

## **Mission Statement**

The Chief and Council of the Lheidli T'enneh First Nation are committed to the idea that safe, adequate and comfortable housing is important to the health, well-being and dignity of the entire Lheidli T'enneh First Nation; and it is the aim of the Lheidli T'enneh First Nation to provide such housing to all Lheidli T'enneh First Nation Members.

## **Housing Policy Background**

### **1. Introduction to on-reserve housing policy**

This Housing Policy is a tool to enhance the delivery of the housing program and services on the reserve. The Housing Policy is not law; it is a set of policies, or guidelines, that have been approved by the Band government on the way in which housing is to be managed, and the way in which Clients and community members are to conduct themselves with regards to on-reserve housing.

There are a number of different housing programs and services, which have been varied over the years. The Housing Department must clearly identify the ownership status (tenure) of each house and which program and/or service applies to the unit.

Houses are band-owned rentals, subsidized rentals, privately-owned with mortgages and privately-owned with no mortgages. Each type of housing tenure requires a different kind of management service.

The Housing Policy designed to address the various types of housing tenure separately, while also covering the overarching issues. The Housing Department must therefore understand which specific policies apply to every house. For instance, the rental policies do not apply to privately-owned homes. There is also a different application process for rental homes than there is for privately owned homes. Some houses qualify for AANDC renovation subsidies, while others do not.

It is important for the Housing Department to understand the differences, but it is equally important for Clients and community members to understand them. The best way to manage housing efficiently is to make sure everyone knows and understands the rules and the consequences.

### **2. Why have a Housing Policy?**

Managing housing is often about managing expectations. When everyone knows the policies, or the rules, and everyone is abiding by the same set of rules, there are fewer problems for everyone. Strong, clear policies create order in the Housing Department.

The Housing Policy protects the Band assets. Housing is often a Band's largest investment, which can create enormous financial problems for the Band. It is essential that the Band's Housing Policy is effective to protect this financial investment. The Housing Department works on behalf of the Band to manage their investment by implementing the approved Housing Policy.

The Housing Policy protects the Clients interests. A clear, effective Housing Policy ensures the Clients and the Band both fulfill their respective responsibilities. Clients need to be assured that their housing units are safe and their rights are protected. Housing policies need to be equitable and respectful and be applied equitably to everyone.

### **3. How is the Policy constructed?**

The Housing Policy is divided into chapters dealing with different categories and programs. All houses on the reserve are covered by this policy.

The Housing Policy states the intent, followed by the procedures that are required to implement the policy.

The Housing Policy chapters are summarized below.

#### *Chapter One: Administration/Governance*

This chapter deals with how the Housing Policy fits into the Band organization: how the Housing Policy is applied, what it applies to, and the roles and responsibilities of everyone involved. The Organizational Chart sets out the flow of communication: who answers to whom? It is important for staff to understand their position on the chart, and to make sure that they follow the reporting flow.

#### *Chapter Two: Subsidized and Band-owned Rental Housing*

Rental housing requires the most management, and therefore the most policies. Rental housing belongs to the Band, and the Band is responsible for all aspects of this type of housing. The Housing Department is responsible to act as landlord to create and maintain a good relationship with the Bands Clients. Rent must be paid for these houses and be well maintained. If the Band's rental houses are not properly managed, the Band bears the financial risk.

#### *New Policies for Old Programs*

- **Rental arrears:** Rental arrears should be prevented from accumulating. However, many houses have arrears from the past that must be managed and collected.
- **Homeownership:** Some of the CMHC subsidized rentals were set up as rent-to-own units. Once the mortgage is paid off, the ownership changes hands from the Band to the Client. These transfers must be managed under the housing policy.

### *Chapter Three: Privately Owned Housing*

Privately owned homes are owned by community members but financially guaranteed by the Band until the mortgage is repaid. Most privately owned homes also use the AANDC subsidy, which is administered through the Band. For these reasons the Band must manage these houses, distribute the funds and guarantee fairness. The Band must ensure that all houses in the community, privately or Band-owned, are constructed to National Building Code standards and follow the Housing Policy.

### *Chapter Four: Renovations and Additions*

Renovations and additions are generally funded by CMHC, AANDC, and Band Own Source Revenue, and require a Housing Policy to ensure Band members are treated fairly and the Band's administrative criteria and schedules are met. If renovation funding is not properly managed, there will be financial penalties.

### *Chapter Five: General Policies*

General policies cover community issues that apply to all houses, whether they are rental or privately-owned.

### *Chapter Six: Individual Band Policy*

### *Chapter Seven: Policies in Progress*

Policy making is an ongoing process, and the policies contained in this document will evolve over time to adapt to changing circumstances. This chapter of the Housing Policy outlines policies that are still in the work-in-progress stage. Housing departments must work on completing policies that are still works in progress, and bring them to the Band Council for ratification when they are ready.

## **4. Appendix 1: Forms**

The forms are the printed paper records of each housing management transaction. The Housing Department will fill out forms for each transaction and file the forms in the appropriate band files as required. Clients should also have a copy of the forms, and are encouraged to keep their own files.

## **5. Appendix 2: CMHC and AANDC Housing Information**

On-reserve housing is closely linked with government programs, and on-reserve housing policies need to correspond to government requirements and schedules. This chapter contains pertinent information regarding government agencies, their programs, and roles and responsibilities.

## **CHAPTER ONE**

# **Administration/Governance**



Application	An official written document of application for a house, service or renovation
Arrears	Unpaid rent and/or debts as a result of a Client's failure to make regular payments
Band	Lheidli T'enneh Band
Band Rental Unit	Housing unit owned by the Band and rented to Clients
Beneficiary	A Band Member who will inherit a unit in the community
Calendar Year	January 1 to December 31
Client	A person who has an application into the Band for a home, rental unit or would like to apply for a subsidized unit
CMHC	Canada Mortgage and Housing Corporation
End of Tenancy	A requirement that a Client vacate a housing unit because the Residential Tenancy Agreement is in default. Also referred to as an eviction
Fiscal Year	April 1 to March 31
HASI	Home Adaptions for Senior's Independence (CMHC Program)
Housing Department	Consists of the Lands Manager, Housing Coordinator and Housing Committee
Housing Policy	A document that includes all policies and procedures related to the Band Housing Department, including amendments
In Good Standing	Client has no outstanding payments with the Band and all paperwork is completed and in accordance to policy
Land Lease	A long term financial agreement between the Band (leasee) and the Client (lessor) for a piece of land for a specified length of time
Maintenance	Work that is done to keep a housing unit in good condition
Ministerial Guarantees	The AANDC administers Ministerial Loan Guarantees (MLGs) which provide loan security required by Lenders financing housing loans on reserve. These Loan Guarantees are required as a result of provisions in the Indian Act, notable Section 89 (1), which

	prevents the mortgage or seizure of personal and real property located on reserve, except by another Indian or band.
Policies	Individual components of the Housing Policy document
Privately-Owned Home	Housing unit that has been (or is being) paid for by anyone other than the Band Government
RRAP	Residential Rehabilitation Assistance Program (CMHC Program)
Renovation	Work done to restore a housing unit to acceptable standards
Residential Tenancy Agreement	A document that details the conditions of tenancy between the landlord and the tenant(s) (homeowner(s))
Rent-to-own	Housing unit owned by the Band until the mortgage and all debts have been paid by the agreed upon homeowner, for the full length of the mortgage. At which time ownership will be transferred to the agreed homeowner and a Homeownership Agreement will be signed.
Social Housing	CMHC subsidized housing unit. Subsidized housing with a special agreement with the Band that gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.
Sweat Equity	Contributions to the cost of the house by the Client/Tenant other than cash e.g. labour materials, etc.
Tenant	An individual living in a rental unit and paying rent
Tenure	The rights of a person to hold ownership of a home with a mortgage or as a Client of a Rent-to-Own housing unit

#### **1.4 APPLICATION OF HOUSING POLICIES**

These policies and procedures apply to all houses (as identified in each chapter) on Band land and all housing services provided by the Band Housing Department. Implementation of policies will set guidelines for an efficient and effective housing delivery system and provide consistency, continuity, equitableness, accountability and responsibility in all housing practices and decisions.

1. Consistency
  - a. Provide a base reference for staff and Chief & Council to follow when making all decisions; and
  - b. Eliminate the possibility of individual preferences or factors not included in the Housing Policy affecting decision-making.
2. Continuity
  - a. Decisions will be made on the same basis unless a policy is amended; and
  - b. The community and staff will become familiar with the policies and know what to expect on housing issues.
3. Equitableness
  - a. Decisions will be made on an equitable basis, as opposed to individual interests.
4. Accountability
  - a. Community members will have access to policies; and
  - b. Roles and responsibilities are outlined so all parties can be held accountable.
  - c. Tenant is responsible for the home/unit they are in, also the surrounding area
5. Responsibility
  - a. Each party understands their roles and responsibilities; and
  - b. The system is set up to ensure responsibility is allocated for each issue.

**See Organizational Chart (“Schedule 1”)**

Reporting Structure

The Housing Coordinator will report to the Lands Manager. The Lands Manager will report to the Executive Director. The Housing Committee will work with Chief & Council and the Housing Department.

**1.5 SCOPE OF HOUSING POLICIES**

Clients and homeowners are subject to the application of any policy as it applies to the particular circumstances or category of the house. Each chapter of the Housing Policy deals with a different aspect of housing or a specific housing program. Each policy has a name, which acts as a short description. The Housing Policy currently covers management and services for the following:

Categories

1. Section 95 Rental/Rent-to-Own
  - a. Houses with mortgages currently under the CMHC Section 95 pre '97 subsidized housing program.
  - b. Houses with mortgages currently under the CMHC Section 95 post '97 subsidized housing program.

- c. Rent-to-Own are subsidized housing units that have a special agreement with the Band, which gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.
- 2. Section 10 Band Owned
  - a. Subsidized houses with no mortgage.
  - b. Houses to be signed over with a Land Lease to client
- 3. Band-owned Rental
  - a. Houses that are owned and rented by the Band.
- 4. Privately Mortgaged
  - a. Houses with mortgages held by the homeowner
- 5. Privately Owned
  - a. Houses that have been built and paid for by the homeowner; or
  - b. Section 95 subsidized house with paid out mortgages where the Client has no arrears or debts to the Band and purchases the house from the Band;
  - c. Houses that have been purchased from the original owner or the Band;
  - d. Older AANDC homes that are owned by the residents. Refer to Chapter Three
- 6. Privately-Owned Rentals
  - a. Housing units that are privately owned but are not occupied by the owner.

#### Programs

- 1. RRAP, HASI (CMHC)<sup>1</sup>;
- 2. Renovations (AANDC)<sup>2</sup>; and
- 3. Housing subsidy program (AANDC)

## 1.6 ROLES AND RESPONSIBILITIES

### A. COUNCIL

- 1. Approve housing related planning;
- 2. Ensure the Housing Department has a fully operational housing delivery system;
- 3. Approve laws, bylaws, and regulations, policies and procedures; and
- 4. Oversee planning and community strategies.

### B. HOUSING COMMITTEE

- 1. Recommend housing related planning
- 2. Advise Chief & Council and Housing Department
- 3. Develop and recommend laws, bylaws, regulations, policies and procedures
- 4. Recommend planning and community strategies
- 5. Act as an appeal mechanism

### C. ADMINISTRATION AND HOUSING MANAGEMENT

#### *Housing Coordinator*

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<sup>1</sup> [www.cmhc.ca](http://www.cmhc.ca)

<sup>2</sup> [www.aadnc-aandc.gc.ca](http://www.aadnc-aandc.gc.ca)

1. To act as landlord of all Band-owned rentals;
2. Employee of the Band;
3. Reports to Lands Manager;
4. Housing education
5. Client relations
6. Implements policy/guidelines/agreements/laws & bylaws
7. Manages budgets
8. Administers programs
9. Acquires funding
10. Manages maintenance and contractors; and
11. Completion of all associated program reports

*Lands Manager*

1. Employee of the Band;
2. Reports to the Executive Director; and
3. Manages Budgets
4. Supervises housing coordinator
5. Oversees housing department

*Executive Director*

1. Reports to Council;
2. Administers housing financial matters; and
3. Supports Lands Manager

**CLIENTS/HOME OWNERS**

1. Adhere to Residential Tenancy Agreement rights and obligations;
2. Report all queries, complaints and requests in writing to the Housing Department;
3. Pay rent on agreed-upon date;
4. Follow appeals process;
5. Maintain house in good condition, upkeep of Basic Home Maintenance;
6. Responsible for damage and noise caused by anyone in the housing unit; and
7. Educate themselves on the Housing Policy and any and all agreements that apply to them.

## CHAPTER TWO

# Subsidized and Band-Owned Rental Housing

Section 95 subsidized houses are managed under a contribution agreement with CMHC. Section 95 houses are under the program as long as there is a mortgage on them.

All subsidized houses are managed under the same policies. All Clients are responsible to adhere to the Housing Policy.

The status of the house does not change until the mortgage is paid in full and the Client is in good standing with the Band.

Over the years the Band has utilized various methods to build homes in the community. These homes are identified as follows:

1. Section 95 Social Housing units are subsidized for the length of the mortgage and remain the property of the Band until such time that mortgage/arrears are paid in full. Section 95 Social Housing units are mortgaged through the Band and managed under the contribution agreement with CMHC and the lending institution. Section 95 Social Housing units can be Rental or Rent-to-Own, as agreed upon by the Band and the Tenant.
2. Pre- and post- 1997 Section 95 Social Housing Units operate under slightly different contribution agreement regulations, which shall be identified in the policies as Residential Tenancy Agreement and Rent to Own Agreement.
3. Band Rental Units. Band Owned with no subsidy and a mortgage.

The Band requires that any client in a Subsidized Housing unit or Band-owned unit pay rent as per the policy.

The Band is responsible to act as the landlord and the client is responsible to act as Tenant. This relationship is essential to the well-being of the housing unit and the community in general.

## **2.1 RENTAL HOUSING APPLICATION**

Fully completed applications are required when seeking a rental housing unit. Individuals must fill out an **Application to Rent** (see “Schedule 2”) once a year. Available units will be posted in the community if there are no up-dated applications on file, (i.e. through newsletters, website, and Band postings).

**NOTE: it is the applicant’s responsibility to re-apply should he/she want a unit in order to indicate if his/her circumstances have changed.**

## **2.2 ELIGIBILITY**

Eligibility for subsidized on reserve housing is governed by the following set of guidelines:

1. The primary applicant is a registered member of the Band;
2. Application form is correctly completed;
3. The applicant has no outstanding debt to the Band; and
4. The applicant provides income verification.

## **2.3 CLIENT SELECTION**

Client selection is the sole responsibility of the Band. The Housing Committee will be governed by the Band’s Conflict of Interest guidelines. The selection process will be systematic and fully transparent.

Client selection is governed by the following criteria:

1. The application is accepted based on eligibility criteria;
2. Need;
3. Source and level of income and stability;
4. Number of times the prospective Client has applied;
5. References – Two past residential references and one personal reference;
6. Size of household must be compatible with size of unit; and
7. No monies are owing to the Band.

## **2.4 CONSTRUCTION**

All housing units will be constructed under the management of the Band Housing Department. All new housing construction will be approved by the Band Council and will follow all the Band construction procedures. All subsidized housing units will meet the criteria established by CMHC and will meet the funding requirements through AANDC Capital Fund. The Housing and Capital Departments will work together to develop the housing package.

## **2.5 RESIDENTIAL TENANCY AGREEMENT**

The **Residential Tenancy Agreement** (See “Schedule 3”) constitutes a contract between the Client and the Band. All residents of the subsidized housing program are required to sign a Residential Tenancy Agreement prior to occupancy. A new agreement must also be signed by fiscal year end along with updated rental calculations.

In signing the Residential Tenancy Agreement, the resident has agreed to be responsible for any damage occurring in the unit due to accident or negligence, to maintain the unit in a clean and orderly condition and to care for the property.

In signing the Residential Tenancy Agreement, the Band has agreed to provide and maintain the housing unit in a reasonable state of repair, suitable for occupation by a Client.

The rental agreement has been developed to protect the rental unit, the tenant and Lheidli T’enneh Nation. The rental agreement sets out the tenant’s obligations and the obligations of Lheidli T’enneh Nation.

## **2.6 RENTAL RATES**

Rental rates will be set subject to government subsidized operating agreements for Section 95 pre and post 1997 housing units. Band-Owned rental units are subject to rental rates set by Lheidli T’enneh Chief & Council, which are sent to housing department each year.

When the rent rates or rental regime change, the adjustments will be set by the Housing Department each new fiscal year as of March 31. Tenants will be given 3 months written notice of any changes regarding rent increase. If the tenant fails to meet with the housing department and complete a Rent Calculation Agreement by March 31 the rent will automatically be set at Low End markets determined by CMHC.

## **2.7 RENT INCREASE**

Once a year, the Band may increase the rent for the existing Client. The Band will use the **Notice of Rent Increase** (See “Schedule 4”). Rental rates for section 95 pre ’97 are set by CMHC operating agreements.

The Band will give the Client three (3) months’ notice, in writing, of a rent increase.

## **2.8 INSPECTIONS**

Each housing unit shall comply with the Housing Policy and will be subject to regular and emergency inspections.

Health and safety issues related to housekeeping will be regularly monitored to assure a safe standard of sanitation.

Building maintenance and repairs will be assessed to ensure repairs are done in a timely manner. The Client (or designate) and Housing Coordinator must inspect the unit together (unless circumstances do not allow that, such as when there is an emergency situation).

Any unit left vacant for an extended period of time shall be inspected at least twice monthly. Any necessary repairs and/or replacements shall be completed prior to occupancy. (See 2.11 Housing Departments Entry in Rental Unit - #5.)

Regular inspections refer to Move in, Move out and random inspections.

Annual inspections refer to those inspections done to the housing unit and must be completed by a certified licensed inspector contracted by the Band.

Emergency inspections refer to health and safety inspections, natural disaster related inspections.

## **2.9 SERVICES**

The Client is responsible for the connection, payment and disconnection of the utilities (gas, hydro, phone, cable, satellite or other utilities that may apply). The Band will provide the following services to the Client:

1. Garbage pickup;
2. Recycling (if applicable);
3. Water;
4. Sewage; and
5. Access to Housing Department for enquiries.

The Client is responsible for the Basic Home Maintenance of the unit.

## **2.10 LOCKS**

The Housing Department must not change the locks or other means of access to the housing unit unless the Client is provided with new keys or other means of access to the housing unit. The Client must not change the locks or other means of access unless the Housing Department is provided with a key.

A fee of \$75 will be charged for the replacement of lost or misplaced keys.

If the tenant wants locks changed a **Repairs/Maintenance Request Form** (See “Schedule 5”) must be submitted to the Housing Department. If tenant fails to do so and changes the locks any damage costs incurred is the sole responsibility of the tenant.

## **2.11 HOUSING DEPARTMENT'S ENTRY INTO RENTAL UNIT**

For the duration of the Residential Tenancy Agreement the Client has the exclusive use of the housing unit. The Housing Department or Band representative may enter the unit only if one of the following applies:

1. The Housing Coordinator must provide Written Notice to the Tenant at least 24 hours before the proposed entry, (**See "Schedule 6"**) which states:
  - a. The purpose for entering, which must be reasonable, and
  - b. The date and time of entry, this must be between 8:30am and 4:30pm unless the Client agrees otherwise.
2. The entry is necessary to protect life or property;
3. The tenant gives Housing Department permission;
4. The Housing Coordinator must be given advance written notice of a vacation as stated in 2.22 Abandoned Houses;
5. The Tenant has abandoned the housing unit. A housing unit is considered abandoned if left unoccupied for two (2) consecutive weeks in winter; three (3) consecutive weeks in summer. The Housing Department has not received notification of a vacation or an extended time away from the home.
6. The Housing Department has a court order stating he/she may enter the unit; and
7. To inspect in accordance with Chapter 2, Section 2.8 Inspections
8. In case of emergency, where the tenant is not in the unit, the housing department representative entering the rental unit is to be accompanied, wherever possible, by a witness (i.e. member of the Housing Committee or Band administration, emergency responder; police, fire, paramedic). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

If the Housing Coordinator enters the unit otherwise than thus stated the Client may submit a **Housing Grievance Notification** (See "Schedule 7") to the Executive Director.

## **2.12 DAMAGE/VANDALISM**

Negligence or misuse of the unit and lot by the tenant(s) and/or their family/guests/pets resulting in damage that required repairs will result in action by the housing department as noted below.

All repair costs associated with the damages will be the tenant's responsibility.

All instances of damages will be recorded in the tenant's file and remain on record indefinitely.

In the event of a break-in, the housing department will only make repairs after a police report has been filed and a copy has been submitted to the housing department.

## **2.13 PAYMENT OF RENT**

Rent is due on the first of every month. If the rent is unpaid the Band will issue a **10 Day Notice to End Tenancy for Unpaid Rent** (See “Schedule 8”). The Tenant must pay the rent within five (5) days or the tenant must vacate within the ten (10) days.

There are no exceptions.

## **2.14 RE-SCHEDULE RENT PAYMENTS**

If a tenant knows he/she will have to delay a rental payment he/she must make an agreement with the Housing Department BEFORE rent is due and fill out a **Notice to Reschedule Rent** (See “Schedule 9”)

## **2.15 HISTORICAL RENTAL ARREARS REPAYMENT**

Historical arrears (arrears that have accumulated by the current tenants before the policy was implemented) must be recovered by the Band and will be collected through an **Arrears Recovery Agreement** (See “Schedule 10”).

The **Arrears Recovery Agreement** will outline the terms that the historical rental arrears will be repaid.

Historical arrears that have accumulated by previous tenants will be the responsibility of the Band.

## **2.16 END OF TENANCY**

The Tenant may end tenancy by giving the Band at least one (1) month’s written notice. The notice must be in writing and include the address of the housing unit and the date the tenancy is to end. Tenant will be responsible for any and all cost associated with move out. (i.e. moving costs, additional months’ rent, cleaning).

The Band may end the tenancy for any of the reasons set out below. The Band may, at any time, give the Tenant an **End of Tenancy Notification** (See “Schedule 11”), in accordance with this Housing Policy, if there has been a breach of the Residential Tenancy Agreement such as the following:

1. Failure to pay rent on due date and non-compliance with arrears payment arrangements
2. Illegal activities <sup>3</sup>
3. Excessive disruptive behaviour occurs after first written warning;
4. Refusal to resolve disputes;

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<sup>3</sup> See <http://www.tenants.bc.ca/ckfinder/userfiles/files/Chapter%208%20Evictions.pdf>

5. Damage not covered by the damage deposit;
6. Unsanitary conditions;
7. Uncontrolled pets;
8. Excessive accumulation of garbage;
9. Too many people living in the house as defined by the National Occupancy Standard;
10. Repeated late payments; or
11. The Tenant has assigned or sublet the premises without the Band's consent.

## **2.17 INSURANCE**

All houses under Section 95 subsidized housing programs must be covered by fire insurance as a requirement of the Operating Agreement. Band-Owned rental homes shall have basic fire insurance paid for by the Band and as part of the Housing Policy. The Tenant is responsible to buying his/her own contents insurance.

## **2.18 MAINTENANCE/YARD UPKEEP RENTAL UNITS**

The Band must provide and maintain the housing unit in a reasonable state of repair, suitable for occupancy by a tenant.

The Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the housing unit. The Tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the Tenant, family, guests and pets on the housing unit. The Tenant is not responsible for reasonable wear and tear to the housing unit.

Section 95 subsidized houses are maintained through a maintenance program and funded by the housing program budget. There is a high demand on maintenance funds, therefore maintenance requests will be dealt with according to the greatest need. The maintenance program will work with the Tenant to ensure the housing unit is kept up to acceptable standards. Both parties must fulfill their respective responsibilities.

The Tenant is responsible for the general upkeep and maintenance of the house and minor repairs and replacements. The Band is responsible for all normal wear and tear on the house and major repairs and replacements.

General upkeep is generally defined as follows:

### **TENANT RESPONSIBILITY**

1. House cleaning
2. Vacuuming
3. Window cleaning
4. Monitoring and wiping up moisture
5. Ensure Indoor Air Quality is maintained (Vents kept clear)
6. Proper window coverings

7. Cleaning appliances (and under appliances)
8. Test smoke detector to ensure it's working
9. Garbage removal (interior and exterior)
10. Yard clean up and weeding (old vehicle removal)
11. Proper disposal of hazardous/flammable materials (oil, gas, anti-freeze)
12. Snow removal

Minor repairs and replacements are generally defined as follows:

1. Supplying and changing faucet washers (if unable to do so, please contact the Housing Department)
2. Supplying and repairing loose screws on such things as cupboards and towel racks
3. Sinks or toilet maintenance
4. Replacing light bulbs

Normal wear and tear is generally defined as follows:

#### **BAND'S RESPONSIBILITY**

1. Repainting interior and exterior
2. Cleaning gutters and drains
3. Checking and replacing batteries in the smoke detector
4. Chimney cleaning
5. Duct cleaning
6. Fire protection

Major repairs and replacements are generally defined as follows:

1. Roof repairs
2. Plumbing leaks, backups, water line repairs and septic tank maintenance
3. Hot water tank maintenance and replacement
4. Electrical work
5. Electrical fixture replacement
6. Replacing broken windows due to normal wear and tear (as long as they have not been damaged by the Tenant)
7. Repairing public driveways (snow-plowing, grading etc.)
8. Repairs to floors, doors and cupboards as needed.

## **2.19 MAINTENANCE/YARD UPKEEP RENT-TO-OWN UNITS**

Band-owned Rent to Own Units follow the same general principles as the Section 95 Maintenance Program.

The Tenant must maintain reasonable health, cleanliness and sanitary standards throughout the housing unit. The Tenant must take the necessary steps to repair damages to the housing unit caused by actions or neglect of the Tenant, family, guests and pets on the housing unit.

Section 95 subsidized houses are maintained through a maintenance program and funded by the housing program budget. The Housing Department will work with the Tenant to ensure the housing unit is kept up to an acceptable standard. Both parties must fulfill their respective responsibilities.

The Tenant is responsible for the general upkeep and maintenance of the house and minor repairs and replacements. The Band is responsible for all normal wear and tear on the house and major repairs and replacements.

General upkeep is generally defined as follows:

#### TENANTS RESPONSIBILITY

1. House cleaning
2. Window cleaning
3. Monitoring and wiping up moisture
4. Cleaning and maintaining appliances (and under appliances)
5. Garbage removal (interior and exterior)
6. Yard clean up and weeding (old vehicle removal)
7. Snow removal
8. Vacuuming

Minor repairs and replacements are generally defined as follows:

1. Supplying and changing faucet washers ( if unable to do so, please contact the Housing Department)
2. Supplying and repairing loose screws on such things as cupboards and towel racks
3. Checking and replacing batteries in the smoke alarm
4. Sinks, toilets and bathtub maintenance
5. Replacing light bulbs

Normal wear and tear is generally defined as follows:

#### BAND'S RESPONSIBILITY

1. Repainting interior and exterior
2. Cleaning gutters and drains
3. Wood stove maintenance

Major repairs and replacements are generally defined as follows:

1. Roof repairs
2. Plumbing leaks, backups, water line repairs and septic tank maintenance
3. Hot water tank maintenance
4. Electrical work
5. Replacing broken windows due to normal wear and tear (as long as they have not been damaged by the Tenant)
6. Repairing public driveways (snow plowing, grading etc.)

## **2.20 RENOVATIONS**

Section 95 subsidized housing units shall be renovated under the Replacement Reserve section of the CMHC program, depending on available funds and Replacement Reserve criteria of the Program. All other Band rental housing units are eligible for AANDC and CMHC renovation funding, upon availability.

The Band, not the Tenant, is responsible for applying for and conducting renovations. The funders are solely responsible for accepting renovation applications and approving work to be completed regardless of what was applied for. The practices and policies in the Renovation Section generally apply to Band rentals although the eligibility and selection is the Band's prerogative.

## **2.21 ABANDONED HOUSES**

All Tenants of rental housing units are required to inform the Housing Department of any lengthy absences from the housing unit. Tenants or occupants who must leave the community for an indefinite period of time due to employment, school or for medical reasons must make written arrangements with the Housing Coordinator for rental payments and to ensure the housing unit is safe and maintained.

A housing unit is considered abandoned if left unoccupied for two (2) consecutive weeks in winter; three (3) consecutive weeks in summer.

Any unit that is left abandoned without rent payment arrangements will be reclaimed by the Band and rented out to the next qualified applicant.

The Eviction process will be followed if the housing unit is deemed to be abandoned as defined by this policy.

The Band will take possession of the contents of the housing unit, and dispose of them at the cost of the Tenant.

## **2.22 OWNERSHIP RETENTION**

Section 95 subsidized housing units belong to the Band for as long as the subsidy program is in place. When the mortgage is paid in full, the subsidy is removed and the Band is under no CMHC program restrictions. It is the Band prerogative to retain the ownership of the housing unit for the rest of its life span or to transfer ownership to the Tenant. If all amounts are paid, there are no arrears owing and/or no receivables to the Band.

The Band remains the rightful owner of the housing unit until a **Home Ownership Agreement** (See "schedule 12") has been signed by the Band and the future owner.

## **2.23 OWNERSHIP TRANSFER**

The transfer of ownership of a housing unit is solely the right and responsibility of the Band. Transfer of ownership from the Band to a Band Member will only take place with a **Home Ownership Transfer Agreement**. (See schedule 12)

Upon the transfer of ownership, the Band Member will enter into a long term lease with the Band.

## **2.24 SURVIVORSHIP**

### **With a Will**

If a Tenant in a housing unit dies and leaves a will, the Inheritor can make a request to the Housing Department to acquire the unit. The Band has no obligation to transfer the rental account to the Inheritor. If the Band chooses to do so, the Inheritor will be required to meet the criteria as set out in the **Selection Criteria** and adhere to the Residential Tenancy Agreement for the full terms of the mortgage.

The family may request that the house be transferred into the Inheritors name once the mortgage has been paid under terms and conditions and procedures for **Home Ownership Transfer Policy** ...

### **Without a Will**

If a tenant passes away without a will, and they were considered head of the household, the immediate family or spouse must meet with the Band's Housing Department. They may request to keep the unit, as long as the criteria are followed. Only a Band Member may be considered for ownership.

## **CHAPTER THREE**

# **Privately Owned Housing Units and On Reserve Loan Insurance with Ministerial Loan Guarantee**

### **3.1 HOME OWNERSHIP**

A housing unit that is not financially dependent on the Band is considered a privately-owned home. The homeowner is fully responsible for all the financial arrangements for the unit. However, homeowners must follow band policy when building, purchasing a home or when requiring services.

Criteria for privately owned homes:

1. Only Band members may own homes on Band land unless the home is on land designated leased-land for housing development;
2. Home ownership does not mean land ownership;
3. Land ownership falls under the Lheidli T'enneh Land Code; and
4. All land regulations must be followed as determined by the Land Code and the documentation completed prior to an application for home ownership.

### **3.2 APPLICATION TO BUILD**

Individuals must fill out an application form to build a privately-owned home. The **Application to Build** (See “Schedule 14”) begins the process whereby the prospective new homeowner and Housing Department ensure that all the Band’s required processes are followed.

### **3.3 LAND**

No one may own land that is part of the Lheidli T'enneh Nation. Lands for housing development may be secured through long term leases.

### **3.4 ELIGIBILITY**

Eligibility is not automatic and the Band can reject any application.

### **3.5 NEW HOME OWNER SELECTION**

New home-owner selection will be based on eligibility criteria. The eligibility will be on the applicants’ merit. There will only be a waiting list if there are too many people eligible and ready with a down payment. At that time the Housing Coordinator will make the selection on a first come first serve basis – whoever has their application, land, financing, income verification and down payment ready will be served first.

### **3.6 CONSTRUCTION**

Private homeowners may contract their own certified construction contractor or may use the Housing Department to take care of the contracting process, in which case the Housing

Department will charge a management fee of 10%. All construction must follow the same set of rules, which include:

1. Must have housing plans and all contracts approved by Housing Department;
2. Must have services approved by Maintenance Department;
3. Must follow Band Approved construction practices (as per Chapter 3 and policy 3.7 – Inspections);
4. Must follow National building code;
5. Must be inspected at specified intervals by a qualified building code inspector;
6. Must have workers covered by Work Safe BC <sup>4</sup>; and
7. All construction sites must be covered by construction insurance.

### **3.7 INSPECTIONS**

Private home construction must use the Band approved building code inspector and file inspection reports with the Housing Department.

### **3.8 BUILDING CODES**

All new construction must follow the current National Building code and any additions that may be made by the Band.

### **3.9 FINANCING**

Private homeowners must follow Band financial practices (as required by the Finance Department) in addition to practices required by their financial institution.

### **3.10 MORTGAGE DEFAULT**

If the homeowner is three months in arrears of the loan payment or at a time determined by the lending institution that the mortgage hold is in default, the lending institution may repossess the house.

### **3.11 SUBSIDY FUNDS**

Housing subsidy funds are allocated to the Band, not the homeowner. The subsidy will be granted to the individual new home owner only if they have fulfilled all the Band requirements and agreed to follow inspection and financial policies and procedures, and at the Band's discretion. The housing subsidy does not intend to cover the total cost of new or renovation construction.

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<sup>4</sup> <http://www.worksafebc.com/>

Financial contributions by the homeowner are required. Homeowners are responsible for any over-costs that may occur.

### **3.12 PRIVATELY OWNED RENTAL HOMES**

A housing unit belonging to an individual will be subject to policies that apply to “all housing units” only. Otherwise the owner is fully responsible for the unit.

### **3.13 SURVIVORSHIP**

The Minister has jurisdiction under the Indian Act over the distribution of a deceased Indian’s estate, whether there is a will or not. Privately-owned housing units will be passed on by the owner to his/her Inheritor as determined by law.

It is noted that the ownership of the house cannot be willed to a non-band member; nor can a non-band member purchase the house from the estate sale, notwithstanding the Indian Act.

### **3.14 TRANSFER OF OWNERSHIP**

Ownership of a housing unit is formalized by the implementation of a **Home Ownership Agreement** (See “Schedule 12”). If a Band member wishes to buy a housing unit under a Ministerial Guaranteed Mortgage, he/she will be required to make an application for a new Homeowner Agreement for that dwelling. Only eligible applicants will be permitted to purchase housing units that are guaranteed by the Band.

### **3.15 MAINTENANCE AND YARD UPKEEP**

Homeowners are responsible for maintaining their own privately-owned housing units. The yards and driveways shall be maintained in an acceptable manner based on the standard set by the neighbourhood.

Issues such as pests, animals and garbage are matters of public health and safety and will be followed according to the Band’s law or by-law.

### **3.16 INSURANCE**

It is the homeowners’ responsibility to have fire insurance for their home, surrounding buildings and contents insurance.

### **3.17 PETS**

Must follow the Band by-laws.

### **3.18 NOISE**

Must follow Band by-laws.

## **CHAPTER FOUR**

# **Renovations and Additions (For privately owned homes)**

The Band Housing Program includes AANDC renovations and CMHC renovations. The Housing Department is required to follow the practices and policies of both these government agencies but is also required to have Band policy to govern the internal administration and management of these government renovation programs.

While for the most part the policies pertain to renovations, where an addition is sought, the same policies apply.

**Condition:** Renovations to Band-owned houses are the responsibility of the Housing Department. Eligibility will be assessed by the Housing Department and is not subject to this policy.

## **4.1 APPLICATION**

Homeowners must fill out an **Application to Renovate** (see “Schedule 15”) form and keep their application up to date.

## **4.2 ELIGIBILITY**

Eligibility for renovations is not automatic. The homeowner and the project must meet the program criteria.

Additions and basements are eligible in some cases. A housing unit must be ten (10) years or older to be eligible for renovation programs.

A formal inspection by a certified BC building inspector must identify how the renovation will extend the life of the house by fifteen (15) years.

Renovation grants often do not cover the full cost, therefore additional funds and/or sweat equity will be needed by the homeowner.

## **4.3 SELECTION**

Renovations are based on available funds. However, due to the high demand and limited resources for renovations, the Housing Department will follow a formal selection process when approving homeowners for renovations.

## **4.4 INSPECTIONS**

Renovations shall be conducted based on an inspection report from a certified building inspector outlining the scope of work and budget.

## **4.5 FUNDING/FINANCING**

Sufficient funds to fully complete the renovation must be arranged before any construction is started.

Applying for renovation funding is the responsibility of the Housing Department. Subsidies are available from AANDC and CMHC. The Housing Department will follow the government agencies’ regulations and get Band Council approval.

Any additional funds needed to complete the project are the responsibility of the homeowner and must be guaranteed before the renovation project begins and must be paid up front.

## **4.6 BUILDING CODE/RENOVATIONS**

APPLIES TO RENOVATION CONSTRUCTION

Refer to: [www.worksafe.com](http://www.worksafe.com)  
[www.boabc.org](http://www.boabc.org)

**CHAPTER FIVE**

**General Policies**

## **5.1 SANITATION**

Garbage service shall be provided to all Band residents.

## **5.2 DISCRIMINATION**

Except for the two policies stated below, the guidelines outlined in the following Housing Policies will be applied without discrimination.

### **Provision 1**

- Band members will be given priority. Non-band members will be considered if a unit is empty and there are no eligible Band members that require occupancy. If a non-member is occupying a house they will not be evicted if an eligible member applies for a unit at a later date.

### **Provision 2**

- The above prohibition against discrimination shall not apply to accommodation reserved for elders or handicapped people.

## **5.3 APPEALS**

All Housing Tenants have the right to appeal any decision that is made by the Housing Department. Such appeals will be forwarded to the Housing Committee for review and recommendations.

## **5.4 CONFIDENTIALITY**

Refer to the Band general policies.

## **5.5 ETHICS**

Refer to the Band general policies.

## **5.6 RECORD KEEPING**

The Housing Department shall keep accurate records of all transactions and housing information. Personal Tenant records must be kept in a locked area to comply with the Band's privacy requirements. The housing Tenant is also obliged to keep his/her own housing records.

## **5.7 RATIFICATION**

Chief & Council will ratify the Housing Policy and each subsequent policy.

## **5.8 POLICY AMENDMENT**

All items of the Housing Policy are subject to change as necessary. Proposals for amendments will come from the community, Chief & Council, Housing Department and Tenants.

The Housing Committee will draft the changes and circulate the draft for at least 90 days prior to implementation for Council approval to the community and Housing Department to review.

Council will ratify Policy amendments.

The final draft, including amendments, will be announced at a community meeting.

The existing Policy will continue to be implemented until any change is ratified, unless Chief & Council determine otherwise.

The Housing Policy will be posted on the Lheidli T'enneh website.<sup>5</sup>

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<sup>5</sup> [www.lheidli.ca](http://www.lheidli.ca)

## **CHAPTER SIX**

# **Individual Band Policy**

## **6.1 DAMAGE DEPOSIT**

The Band will hold a security against damages to the housing unit equal to one half of the monthly rent (the “Deposit”), which shall be paid by the Tenant prior to occupying the premises. The Deposit and reasonable interest will be returned to the Tenant if there is no damage beyond normal wear and tear<sup>6</sup>.

## **6.2 SUBLETTING**

The Tenant may sublet the rental unit to another person with the written consent of the Housing Department. Under the **Sublet Agreement** (See “Schedule 16”) the new tenant must be eligible for the unit and assume all the rights and obligations under the existing tenancy agreement, at the L.E.M (Low End Market) rent as set out by CMHC. The Sublet Agreement will be managed by the Housing Department, not the original Tenant.

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<sup>6</sup> [www.tenants.bc.ca/main](http://www.tenants.bc.ca/main)

## **CHAPTER SEVEN**

# **Policies in Progress**

The following policies are currently being worked on and will be implemented in the future.

## **7.1 PERMITS**

Permit systems for individual new homes.

## **7.2 SWEAT EQUITY**

Sweat equity is a contribution of labour and/or materials to complete the renovation project. The Band expects that the homeowner or the homeowner's family, if able, will contribute sweat equity to their renovation.

## **OTHER**

Rental Houses Chapter

### **Policy**

Social Assistance Tenants must pay full rent to the Housing Department

### **Policy**

The Social Assistance Department must disclose information about Social Assistance Tenants that is necessary for housing to make decisions.

### **Policy**

The Social Assistance Department will pay shelter first then fuel charges will be paid after.

### **Policy**

Homes insured by the Band with businesses.

### **Policy**

Burials must be in the cemetery.

### **Policy**

Building permits must be taken out in order to build a house or set up a mobile home.

### **Policy**

Mobile homes must follow standard codes for their installation.

### **Policy**

The Band will order the homeowner to demolish an abandoned privately owned home.

### **Policy**

Applications from people on neighbouring bands

- Do you want to add to the current application process that an applicant is not eligible if he/she owes money to any bands or has a history of vandalism?

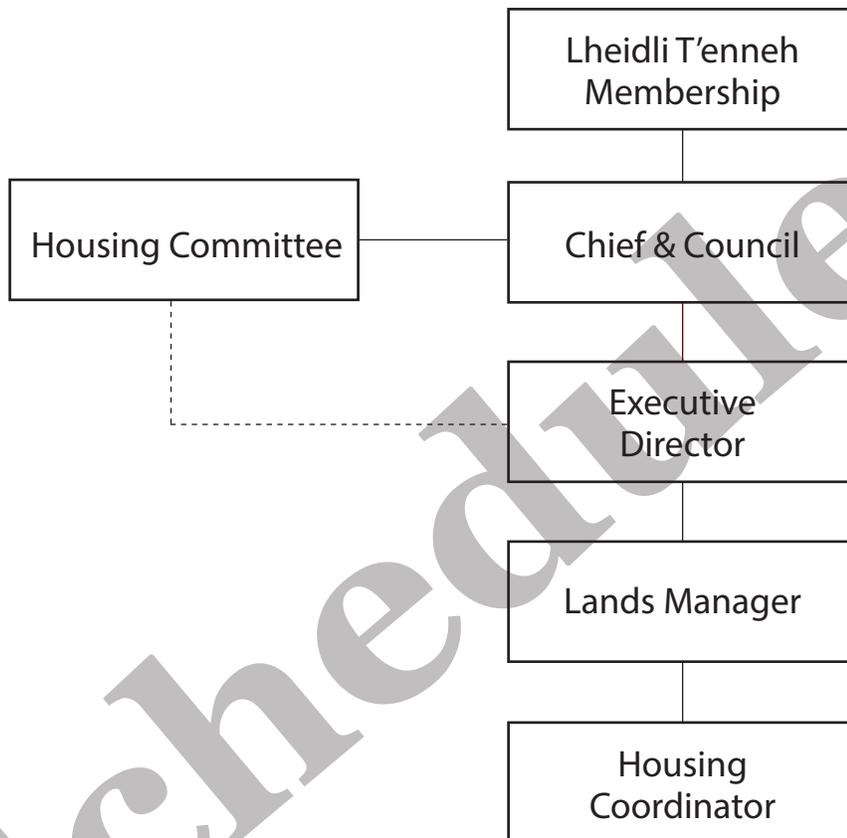


**Lheidli T'enneh**

LHEIDLII T'ENNEH - MAIN BAND OFFICE

1041 Whenun Road | Prince George, BC V2K 5X8 | p: (250) 963-8451 or 1-877-963-8451 | f: (250) 963-6954  
www.lheidli.ca

## ORGANIZATIONAL CHART





**Lheidli T'enneh**

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## APPLICATION TO RENT

### APPLICANT INFORMATION

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

SIN: \_\_\_\_\_ Driver's License: \_\_\_\_\_

Current Address: \_\_\_\_\_ City: \_\_\_\_\_

How long at current address: \_\_\_\_\_

Name of Landlord: \_\_\_\_\_ Landlord Telephone: \_\_\_\_\_

Reason for leaving: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Landlord Telephone: \_\_\_\_\_

Type of Accomodation desired:  2 bedroom  3 bedroom  4 bedroom

Total Number of Occupants: Adults \_\_\_\_\_ Children (18 & under) \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Are there any special needs of any of the occupants? Please list:

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

### EMPLOYMENT STATUS & INCOME VERIFICATION

Occupation: \_\_\_\_\_ Wage: \_\_\_\_\_

Company: \_\_\_\_\_

How long have you worked at the company? \_\_\_\_\_

Other income description (eg. Disability, Income Assistance, Savings etc.): \_\_\_\_\_

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

**REFERENCES (2 residential, 1 personal)**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

*I hereby state that the information contained herein is true and I authorize my References as listed above to release information regarding my employment and/or current tenancies. I also authorize a credit check to be conducted. I consent to the information provided above to be shared among Lheidli T'enneh Staff as needed.*

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

*Our housing policy states the following:*

**2.2 ELIGIBILITY**

*Eligibility for subsidized on reserve housing is governed by the following set of guidelines:*

- 1. The primary applicant is a registered member of the Band;*
- 2. Application form is correctly completed;*
- 3. The applicant has no outstanding debt to the Band; and*
- 4. The applicant provides income verification.*

**2.3 CLIENT SELECTION**

*Client selection is the sole responsibility of the Band. The Housing Committee will be governed by the Band's Conflict of Interest guidelines. The selection process will be systematic and fully transparent.*

*Client selection is governed by the following criteria:*

- 1. The application is accepted based on eligibility criteria;*
- 2. Need;*
- 3. Source and level of income and stability;*
- 4. Number of times the prospective Client has applied;*
- 5. References – Two past residential references and one personal reference;*
- 6. Size of household must be compatible with size of unit; and*
- 7. No monies are owing to the Band.*



Lheidli T'enneh

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www.lheidli.ca

# RENTAL TENANCY AGREEMENT

This Rental Tenancy Agreement (hereinafter referred to as the “**Agreement**”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**BETWEEN**

Lheidli T'enneh

(Hereinafter referred to as the “**Band**”)

**AND**

\_\_\_\_\_  
(Hereinafter referred to as the “**Tenant**”)

In consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

**1. OCCUPANTS**

The following persons shall be the **permanent** occupants during the term of this Agreement.

Provide full names of all adult occupants (age 18 or older) to occupy the premises. Include given name and the surname for each person.

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

Provide full names of all minor occupants (under the age of 18, including infants.) Include names of each and every minor to occupy the premises and their ages.

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

*The Tenant shall notify the Band in writing prior to other persons becoming permanent occupants during the term of this agreement.*

\_\_\_\_\_  
\_\_\_\_\_  
Tenant Initials  
Band Initials

**2. PREMISES**

The Band rents to the Tenant for the sole use and occupation as a residential dwelling, the premises more particularly described as:

House location: \_\_\_\_\_ Lot #: \_\_\_\_\_  
Reserve #: \_\_\_\_\_

In the province of British Columbia (hereinafter referred to as the “Premises”)

**3. SERVICE AND EQUIPMENT**

No furnishings, equipment or utilities shall be supplied by the Band except those checked below. All furnishings and equipment checked below are the property of the Band and **shall not be removed or exchanged** under any circumstances without prior approval by the Band Housing Coordinator. The Tenant agrees they are in satisfactory condition and the Tenant and Tenant’s guests shall use them with care.

- |                     |                     |
|---------------------|---------------------|
| ____ Electric Stove | ____ Hot Water Tank |
| ____ Refrigerator   | ____ Water & Sewer  |
| ____ Washer         | ____ Furnace        |
| ____ Dryer          |                     |

***The Tenant must use laundry soap, other cleaning chemicals and paper products that are compatible with septic tanks and distribution fields. The Tenant must also ensure that they do not pour cooking oils or other fatty oils or liquids and other foreign objects down the kitchen or bathroom fixtures.***

**4. RENTAL PERIOD**

The tenancy created by this Agreement commences on \_\_\_\_\_,  
20\_\_\_\_ and continues on a month-to-month basis.

**5. RENT**

- a. The Tenant shall pay the Band the rent in the amount of \$\_\_\_\_\_ per month payable on the first day of each month at the Band Administration Office, 1041 Whenun Road, Prince George, BC V2K 5X8
- b. Payment shall be in cash or cheque made payable to the Lheidli T’enneh Band. NSF cheques will be subject to a **\$40.00** service charge.

- c. Rental rates may from time to time be adjusted as a result of funding arrangements with CMHC and their agents. The tenant will be notified of the adjustment, in writing within 90 days by the authorized Band representative.
- d. The Tenant will be required to pay all utility charges.
- e. Written notice on vacating the home must be given to the Band 30 days commencing on or before the 1<sup>st</sup> day of the month, in advance of the vacating date. If the tenant fails to do so, the Tenant may be subject to paying the following month's rental and utility costs.

## 6. EVICTION

- a. Should the Tenant fail to pay his/her rent in full on the first day of the each month the Tenant will receive a **10 day Notice to End Tenancy for Unpaid Rent**. Upon receipt the Tenant must pay the rent within five (5) days or the tenant must vacate within the ten (10) days.

If the rent is not paid in full within in the prescribed time as set out in the **10 day Notice to End Tenancy for Unpaid Rent** this Rental Tenancy Agreement may be terminated.

The Tenant may be issued an **End of Tenancy Notification** to vacate the Premises on the date set out in the notification.

- b. Willful damage or abuse of the premises could result in the Tenant being invoiced for the repairs, an **End of Tenancy Notification**, or both.
- c. Repeated disturbance of the peace will result in an eviction.

## 7. COUPLE SEPARATION

In the event of couple separation, the Tenant(s) shall notify, in writing, to the Band immediately. The decision as to the occupancy of the Premises shall be the sole discretion of the Band as per the Matrimonial Real Property Law.

## 8. INSURANCE

- a. The Band, as owner, will provide fire insurance coverage for the building, and specified contents, namely the major appliances. The cost of personal contents insurance is the responsibility of the Tenant.
- b. 100% of the insurance deductible will be charged to the Tenant for claims as result of willful damage.

- c. The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences.
- d. The Tenant will not do or omit to do something, which may render void or avoidable any policy of insurance on the Premises.
- e. The Tenant will indemnify and save the Band harmless for all liabilities, fines, suits and claims of any kind for which the Band may be liable or suffer by reason of the Tenant's occupancy of the Premises.

## **9. MAINTENANCE**

- a. The Band maintains the right to make random inspections of the home for purposes of maintenance and upkeep.
- b. The Band must provide written notice to the tenant at least 24 hours before the proposed entry.
- c. The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacement including replacement of furnace filters, light bulbs, and florescent bulbs.
- d. The Tenant is expected to report any and all damages of the home to the Band immediately.
- e. The Band will be responsible for all normal wear and warranties of the products, equipment and furnishings of the Premises.
- f. The Tenant will not mark or deface the interior or exterior walls or floors of the Premises.
- g. The Tenant will participate in a one-day home maintenance and awareness training session.
- h. All requests for repair and maintenance service must be directed to the Band Office, Attention: Housing Coordinator.
- i. The Tenant shall not make any alterations to the Premises without prior written consent and approval of the Band.
- j. All improvements will become the property of the Band unless an alternative agreement has been made between the Tenant and the Band in writing.
- k. The Tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition.

## **10. VACATING OF PREMISES**

Upon vacating the premises, the dwelling must be left clean or the Tenant will be charged for cleaning costs. Clean shall mean:

- a. Rugs clean and vacuumed and all stains shampooed out.
- b. Floors to be cleaned and washed
- c. Walls, ceilings, windows, doors and trim cleaned and washed.
- d. All electric light bulbs functioning and in place. All fixtures whole and undamaged.
- e. Refrigerator cleaned of all food and stains and defrosted. All damage repaired to racks, etc. No surface may be scraped during defrosting. No debris under or behind refrigerator.
- f. Range cleaned free of all grease inside and out, free of all debris, glass cleaned, no debris under or behind range. All fuses for range in working order.
- g. All garbage removed from the Premises, including garbage from cupboards, cabinets, closets and basement.
- h. Washer and Dryer cleaned inside and out. No debris under or behind washer and dryer.
- i. Front and back yard areas around house to be cleaned of all garbage or any material not originally there.

## **11. ASSIGN OR SUBLET**

The Tenant may sublet the rental unit to another person with the written consent of the Housing Department. Under the Sublet Agreement the new tenant must be eligible for the unit and assume all the rights and obligations under the existing tenancy agreement, at the L.E.M (Low End Market) rent as set out by CMHC. The Sublet Agreement will be managed by the Housing Department, not the original Tenant.

## **12. DEFAULT**

If there is more than one Tenant, the obligations hereunder shall be joint and several.

A breach of this Tenancy Agreement by the Tenant, by failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of this Agreement, gives the Band the right to declare the tenancy ended. Thereupon the tenancy and Tenant's rights hereunder shall absolutely cease, with re-entry or any other act or legal proceedings. The Band or its agents may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if Agreement has not been made.

### **13. NOTICE**

- a. The Tenant is responsible for notifying the Band of any changes in mailing address or contact information.
- b. The Tenant shall notify the Band in writing prior to other persons becoming permanent occupants during the term of this agreement.
- c. Where any notice, demand, statement or direction is required or permitted to be delivered or given, such notice, demand, statement or direction shall be sufficient if mailed by registered mail, postage prepaid, or hand delivered to the last known address.
- d. Any notice, demand, statement or direction shall be conclusively deemed to have been received on the second business day following the mailing thereof.

### **14. MISCELLANEOUS**

- a. The Tenant will abide by all rules, regulations and by-laws implemented by the Band.
- b. The Tenant having abided by all rules, regulations and by-laws implemented by the Band and having paid the full amortized mortgage, shall upon receipt of payment and permission from Chief and Council, buy the house for a mutually agreed upon amount.
- c. Upon final payment of the mortgage the Tenant and the Band may enter into a lease agreement for the lot that the house is located and for a term consistent with the Land Code.
- d. The Band and the Tenant have agreed upon a method in writing of a formula for rental purchase or other agreements as the parties agree to.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

SIGNED AND DELIVERED BY  
TENANT(S)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

SIGNED AND DELIVERED BY  
LHEIDLI T'ENNEH BAND

\_\_\_\_\_  
Lheidli T'enneh Band

\_\_\_\_\_  
Date



**Lheidli T'enneh**

**LHEIDLII T'ENNEH - MAIN BAND OFFICE**

1041 Whenun Road | Prince George, BC V2K 5X8 | p: (250) 963-8451 or 1-877-963-8451 | f: (250) 963-6954  
www.lheidli.ca

## NOTICE OF RENT INCREASE

Date: \_\_\_\_\_

- Attached to Door     Mailed  
 Left in Mailbox     In-person

**TO: the Tenant(s)**

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**FROM: the Lheidli T'enneh Housing Department**

1041 Whenun Road, Prince George, BC V2K 5X8  
(250) 963-8451

**NOTICE OF RENT INCREASE:**

Date of Last Rent Increase: (landlord to complete either option a or b)

a.) the date your last rent increase came into effect was: \_\_\_\_\_  
Day Month Year

b.) as this is your first rent increase, the date your rent was established:

\_\_\_\_\_  
Day Month Year

**Amount of Rent Increase:**

The current rent is: \$ \_\_\_\_\_ monthly

The rent increase is: \$ \_\_\_\_\_ monthly

Your new rent will be: \$ \_\_\_\_\_ monthly

Your new rent is payable starting on \_\_\_\_\_  
Day Month Year

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

*The Lheidli T'enneh Housing Policy states that the Tenant must be provided three (3) months written notice of a rent increase and can only be done once per year.*



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## REPAIRS/MAINTENANCE REQUEST FORM

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Repairs/Maintenance required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

*By signing above I am authorizing entry into my unit to perform the maintenance or repair requested above, in my absence, unless stated otherwise.*



## NOTICE OF ENTRY

Date: \_\_\_\_\_

- Attached to Door     Mailed
- Left in Mailbox     In-person

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_, Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

This notice has been sent to advise you that your Landlord will be entering the premises on \_\_\_\_\_  
\_\_\_\_\_ between the times of \_\_\_\_\_ and  
\_\_\_\_\_.

The purpose for entering is as follows:

- Inspecting work completed by contractors, Tenants, or agents of the manager
- Performing maintenance or service inspection and/or work
- Reviewing the premises for upcoming decorating, renovations, or alterations
- Inspection by Band authority
- Showing to Prospective Tenants
- Children Out of Parental Home (COPH) Inspection
- Other: \_\_\_\_\_

\_\_\_\_\_  
Landlord (Print)

\_\_\_\_\_  
Signed

***Lheidli T'enneh Policies state that the Tenant must be provided written notice at least 24 hours before the proposed entry into the unit.***



**Lheidli T'enneh**

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## HOUSING GRIEVANCE NOTIFICATION

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Phone #: \_\_\_\_\_

Statement of Grievance (Background/activity leading to complaint, including dates):

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

Remedy Requested: \_\_\_\_\_

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



**Lheidli T'enneh**

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## 10 DAY NOTICE TO END TENANCY FOR UNPAID RENT

You have failed to pay rent in the amount of \$ \_\_\_\_\_  
that was due on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ Year

**Tenant: You may be EVICTED if you Do Not Respond to this Notice.  
You have (5) days to pay the rent.**

**TO: the Tenant(s)**

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**FROM: the Lheidli T'enneh Housing Department**

1041 Whenun Road, Prince George, BC V2K 5X8  
(250) 963-8451

**NOTICE: I am hereby giving you 10 days to move out of the rental unit located at:**

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

BY: \_\_\_\_\_ (date when the tenant must move out or vacate the site)  
Day Month Year

**Notice served:**  In person  On the door  By registered mail

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



**Lheidli T'enneh**

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## **NOTICE TO RESCHEDULE RENT**

**TO: the Lheidli T'enneh Housing Department**  
1041 Whenun Road, Prince George, BC V2K 5X8  
(250) 963-8451

**FROM: the Tenant(s)**

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_, Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**NOTICE:**

I will be unable to pay my rent in the amount of \$ \_\_\_\_\_ on the 1st of \_\_\_\_\_.

I will pay the full amount by the 15th of \_\_\_\_\_, giving myself 15 days.

Reason for rescheduling the rent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



**Lheidli T'enneh**

LHEIDLII T'ENNEH - MAIN BAND OFFICE

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## END OF TENANCY NOTIFICATION

**TO: the Tenant(s)**

Tenant's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

**FROM: the Lheidli T'enneh Housing Department**

1041 Whenun Road, Prince George, BC V2K 5X8  
(250) 963-8451

**NOTICE:** I, the landlord, am giving you one month notice to move out of the rental unit located at:

Address: \_\_\_\_\_

Reserve #: \_\_\_\_\_ Lot #: \_\_\_\_\_

Postal Code: \_\_\_\_\_

BY: \_\_\_\_\_ (date when the tenant must move out or vacate the site)  
Day                      Month                      Year

**Notice served:**     In person                       On the door                       By registered mail

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

## REASONS FOR THIS 1 MONTH END OF TENANCY NOTIFICATION (put an “x” in all the boxes that apply)

- Tenant is repeatedly late paying rent
- Tenant has allowed an unreasonable number of occupants in the unit
- Tenant or a person permitted on the property by the tenant has:
- significantly interfered with or unreasonably disturbed another occupant or the landlord
- seriously jeopardized the health or safety or lawful right of another occupant or the landlord
- put the landlord’s property at significant risk
- Tenant has engaged in illegal activity that has, or is likely to:
- damage the landlord’s property
- adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord
- jeopardize a lawful right or interest of another occupant or the landlord
- Tenant has caused extraordinary damage to the unit or property
- Tenant has not done required repairs of damage to the unit
- Breach of a material term of the tenancy agreement that was not corrected within a reasonable time after written notice to do so
- Tenant has assigned or sublet the rental unit without landlord’s written consent
- Tenant knowingly gave false information to prospective tenant or purchaser of the rental unit or property
- Rental unit must be vacated to comply with a government order
- Non-compliance with an order under the legislation within 30 days after the tenant received the order or the date in the order
- Tenant’s rental unit is part of an employment arrangement that has ended and the unit is needed for a new employee
- Residential Tenancy Act: security or pet damage deposit was not paid within 30 days as required by the tenancy agreement

### WHEN THE TENANT WILL BE ASSUMED TO HAVE RECEIVED THIS NOTICE

- The date when the landlord gives this Notice to the tenant in person, or
- The date when the landlord leaves this Notice with an adult (19 years or older) who apparently lives with the tenant, or
- 3 days after the landlord leaves this Notice in the mailbox or mail slot for the address where the tenant lives, or
- 3 days after the landlord faxes this Notice to a fax number provided by the tenant, or
- 3 days after the landlord attaches a copy of this Notice to the door or other noticeable place at the address where the tenant lives, or
- 5 days after the landlord mails this Notice (by registered or regular mail) to the tenant at the address where the tenant lives

### INFORMATION FOR TENANTS WHO RECEIVE THIS END OF TENANCY NOTIFICATION

- You have the right to dispute this Notice within 10 days after you receive it by filing an Application for Dispute Resolution at the Band Office. The Housing Committee may extend your time to file an Application, but only if they accept your proof that you had a serious and compelling reason for not filing the application on time.
- If you do not file an Application within 10 days, you are presumed to accept the Notice and must move out of the rental unit or vacate the site by the date set out on page 1 of this Notice (you can move out sooner). If you do not file an Application, move or vacate, your landlord can apply for an Order of Possession that is enforceable through the court.

### INFORMATION FOR SERVING THIS END OF TENANCY NOTIFICATION

- For repeated late rent payment, you can give this Notice any time after the third occurrence. However, if the occurrences were far apart, the Housing Committee may decide that, in the circumstances, the tenant cannot be said to be “repeatedly late”.
- Take steps to confirm that the tenant actually receives this Notice when it is assumed to be received. The Housing Committee may set this Notice aside if the tenant can prove that he/she did not receive this Notice due to circumstances beyond his/her control.
- If the tenant fails to move out of the rental unit or vacate the site, or if you believe the tenant does not intend to move out or vacate and the tenant’s deadline to dispute this Notice has expired, you can apply for an Order of Possession.
- If the tenant applies to dispute this Notice, you can attend the tenant’s hearing and verbally ask for an Order of Possession.

### INFORMATION FOR BOTH LANDLORDS AND TENANTS

- Keep copies of all End of Tenancy Notifications and record each date and how the notice was given or received.
- An error in this notification or an incorrect move-out date on this Notice does not make it invalid. The Housing Committee can order that the tenancy ends on a date other than the date specified in this Notice.
- It is against the law for a landlord to (1) physically evict a tenant without a Writ of Possession, or (2) change the locks without the Housing Committee’s order to do so, or (3) seize a tenant’s personal property without a court order.
- More information is available online: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)