

Housing Policy & Procedure

August 2024



Lheidli T'enneh

Wheni Lheidli T'enneh ts'inli

This Housing policy and procedure was passed at the Lheidli T'enneh First Nation Council meeting on the 15th August 2024.


Chief


Councillor


Councillor


Councillor


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Councillor

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1. Introduction

The aim of the Housing Policy for the Lheidli T'enneh First Nation is to ensure that members have access to secure and affordable housing that aligns with applicable laws and regulations. This policy is subject to ongoing review and updates to address emerging concerns and establish new measures as needed.

1.1 Definition

The Lheidli T'enneh First Nation Housing Policy, hereinafter referred to as the "Policy," establishes guidelines and procedures for the management, allocation, and maintenance of housing units within the community. This Policy aims to ensure equitable access to safe, adequate, and affordable housing for all members of The Lheidli T'enneh First Nation.

- a. **Alteration:** Any change, renovation, substitution, or replacement made to a residence, including interior and exterior work, including but not limited to interior work such as fencing, walkways, roadways and driveways or outbuildings.
- b. **Appeal:** An appeal by a member from a decision of the Housing Manager or Housing Committee.
- c. **Appellant:** A member of the nation who requests an appeal by filing a Request for Appeal with the Housing Manager.
- d. **Applicant:** A member who has applied and whose name has been added to the housing list.
- e. **Application:** A Housing Application Form by which a member may be added to the Housing List.
- f. **Arrears:** Rental monies owed to the Lheidli T'enneh First Nation.
- g. **Band-owned Home:** Any home where the Lheidli T'enneh First Nation owns outright or pays the mortgage directly to a lender.
- h. **Criminal Activity:** Conduct, behavior, or activity punishable by law under the criminal code of Canada.
- i. **Elected Chief and Council:** The lawfully elected Chief Councilor and Councilors of the Lheidli T'enneh First Nation.
- j. **Eligibility Criteria:** Criteria used to select tenants for homes being allocated to members on the Housing List.
- k. **Eviction:** Necessary action taken to remove a member or family from a band-owned unit for failure to meet obligations outlined in the Housing Policy.
- l. **Housing Department:** Responsible for managing and administering housing programs on behalf of the Lheidli T'enneh First Nation
- m. **ISC:** The federal department responsible for administering the Indian Act.
- n. **Lot:** A serviced, surveyed lot with access improvements.
- o. **Maintenance:** Repairs and renovations needed to preserve or restore a residence to an acceptable condition.

- p. **Member:** A person who is included in the membership list of Lheidli T'enneh First Nation.
- q. **Membership:** All individuals listed on the Nation's membership list.
- r. **Plans:** All plans, drawings, and specifications relating to the construction or alteration of any residence.
- s. **Rent:** The amount of money paid by a tenant to the Lheidli T'enneh First Nation for the right to occupy a band-owned unit.
- t. **Residence:** A single-family accommodation unit, including a house, duplex, tiny home, townhouse, or apartment.
- u. **Resident:** A member allocated a residence or lot or having the right to use or occupy such lot.
- v. **"Spouse"** refers to a person who is legally married or united by the traditional laws and customs recognized by the Lheidli T'enneh First Nation to another person and is not living separately and apart from that other person. Alternatively, a spouse is living and cohabitating with another person in a marriage-like relationship, including marriage-like relationships between persons of the same gender, for a continuous period of not less than 6 months. Additionally, during this time, the individuals must be publicly represented by each other as spouses.
- w. **"Lheidli T'enneh First Nation" or "Nation"** means the Lheidli T'enneh First Nation within the meaning of Section 2(1) of the Indian Act.

1.2 Objective

The objectives of the housing department outlined in this policy are aimed at enhancing the quality of living for members of the Lheidli T'enneh First Nation. This entails adhering to transparent business principles, maintaining fiscal responsibility, and being accountable to our membership.

1.3 Roles and Responsibilities

1.3.1 Chief and Council

- Appointing the Housing Committee
- Review and provide decision in an appeal process when it comes to Council as per policy
- Review and approve the amendments of the policy
- Any discrepancies which are not covered in this policy will need Council approval with Housing Committee/Department recommendation

1.3.2 Executive Director

The Executive Director is responsible ensure housing policy us being followed which is approved by Chief and Council, setting strategic directions for housing initiatives, and ensuring compliance with relevant laws and regulations. They provide leadership and direction to the housing department.

1.3.3 Housing Department

The Housing department, led by Housing Manager oversees the day-to-day operations of the housing department, including the implementation of council approved housing policies, allocation of housing units, and management of tenant relations.

- a. To review and recommend applications for housing units as part of the selection criteria as per the job description of the housing manager.
- b. To review housing goals annually.
- c. To review and advise of any changes to this policy as recommended by the housing department, the membership, the executive director and or the elected chief and council.
- d. To prepare, in conjunction with the housing department staff the annual budget requests for the housing department and its staff.
- e. To report to the executive director and chief and council on a regular basis as determined by the executive directed and elected chief and council.
- f. To support the enforcement of the housing policy and community housing goals.
- g. To monitor the effectiveness of all housing policies and programs.
- h. Responsible for overseeing the implementation of the Lheidli T'enneh procurement policy.

The housing manager with department staff is responsible for supporting housing services in line with approved policies and procedures. It provides guidance on housing-related matters.

- a) To maintain an up-to-date list of housing applications.
- b) To gather and review information on new housing programs and seek out new paths to increasing housing availability for the Lheidli T'enneh members.
- c) To carry out repairs and maintenance in a cost-effective manner.
- d) To provide scheduled garbage and recycling pick up.

Housing Department is not responsible for.

- a) Providing any financial counseling, arrears recovery etc.
- b) Providing any other cleaning services except for scheduled garbage and recycling pick up.
- c) Cleaning/maintaining lawn/driveway etc.

1.3.5 Tenant

Tennant's of the Lheidli T'enneh First Nation band owned units are responsible for adhering to the housing policy. This includes meeting eligibility criteria for housing, maintaining their units in accordance with standards, and engaging in constructive communication with the housing department.

All tenants are required to have signed a lease agreement with the housing department, each tenant is responsible to their adherence to the terms and conditions of their lease agreement with LTFN. The tenant must include all the occupants, including the children under 18 years, in the agreement.

2. Allocation of Housing

- a) An applicant must be 19 years or older and a member of the Lheidli T'enneh First Nation.
- b) Each applicant must complete a housing application annually no later than January 31.
- c) Applications that are not renewed by January 31 of each year will be removed from the housing list. There would be a notice put out by December 1 in the prior year, and in the first week of the December.
- d) The applications will be available online; however, the application will be accepted via email, mail and in person.
- e) Applicants who have maintained their consistency on the housing list will be given priority.
- f) Applications for available units will be reviewed on per unit basis.
- g) Any applicant with current rental arrears or other outstanding accounts with the Lheidli T'enneh First Nation cannot be eligible for the housing list until arrears are paid in full.
- h) Applicants who have previously caused intentional damage to a housing unit will not be placed back on the list until receipt of acceptable rental reference and will be reviewed in a case-by-case basis.
- i) Applicants who have demonstrated a previous history of abuse or willful disregard for community safety will not be eligible for the housing list.
- j) The housing department will keep a written record of the selection process for each unit.
- k) Housing department has the right to request any existing tenant to relocate to a different unit with three (03) calendar month notice, to facilitate any initiative or adjustment to accommodate new applicants where suitable.

When housing units are available, based on the above general guideline, housing committee will decide on the housing allocations.

3 Home Ownership

If a member owns their home on reserve (IR#2), they will be required to pay a monthly utility fee of \$100.00. This fee helps share the cost with the community for services such as garbage pickup and other related infrastructure/utility services.

4 Alterations and Renovations

Tenants residing in band-owned homes are not allowed to make any alterations to the rental premises without prior written authorization from the Housing Manager. Any requests for

alterations must be submitted to the Housing Department in writing, outlining the proposed changes and reasons for the request. Any alteration or addition made to a band owned housing unit then become property of the LTFN, in such cases the nation is not liable to refund the tenant for any construction costs.

4.1 Approval Process:

- a) The Housing Manager will review all alteration requests in accordance with established guidelines and policies.
- b) Approval may be granted based on the feasibility of the proposed alterations, compliance with safety standards, and potential impact on the property's integrity.
- c) The housing department reserves the right to have any work inspected by a certified inspector at tenant's cost.

The housing department reserves the right to remove unapproved work done to any band owned unit during or post construction, and the cost incurred will be the responsibility of the tenant. If work being done on a unit affect the structure of the unit in anyway the work must be signed off on by an engineer at tenant's cost.

4.2 Contracting Procedures, Cost and Restoration Requirements

- a) If approved, tenants may proceed with the alterations only after obtaining written authorization from the Housing Manager.

All renovation work must be carried out by licensed contractors and in compliance with applicable building codes and regulations.

Tenants are responsible for covering all costs associated with approved alterations, including materials, labor, and any required permits.

The Housing Department will not assume any financial responsibility for alterations made without prior authorization.

- a) Upon termination of the tenancy or as otherwise specified, tenants may be required to restore the premises to its original condition at their own expense.

Failure to comply with restoration requirements will result in additional charges additional to the deductions from the security deposit.

5 Rental Property

All appliances provided within the rental unit, including but not limited to the refrigerator, over-the-range microwave, stove, dishwasher, washer, dryer, furnace, and wood stove, and air conditioning units are the property of the landlord, Lheidli T'enneh First Nation. These

appliances are integral components of the rental property and are not to be removed, replaced, or swapped without prior written approval from the Housing Manager. Requests for alterations or changes to appliances must be submitted in writing to the Housing Department, and any modifications must comply with established guidelines and regulations. Unauthorized removal or replacement of appliances may result in penalties, including fines or termination of tenancy.

6 Spousal Transfer

- a) In cases of family breakdown where the tenant resides in band-owned housing, the parent who retains custody of the children, provided they are members of the Lheidli T'enneh First Nation, will be offered the option to remain in the home as long as the children are under their care. Legal documentation may be required to verify custody arrangements and ensure compliance with applicable laws and regulations. This provision aims to prioritize the stability and well-being of the children by allowing them to maintain their residence within the community while ensuring that appropriate support is provided to the custodial parent during this transitional period.
- b) In the event of a spouse's death, if the surviving spouse is a member of the Lheidli T'enneh First Nation, the housing unit will transfer to that member. If the surviving spouse is not a member but the children are members, the unit will transfer to the surviving spouse until such time as the child or children reach the age of 19 years or older. At that point, it must be transferred to the member children who is over 19 years. If the member children are unable/not willing to take on the rental then the unit must be vacated within three (03) months.
- c) In the event of a spouse's death, if the surviving spouse is not a member then the unit must be vacated within six (06) months.
- d) Since band owned units are the property of Lheidli T'enneh members cannot have or the right to occupy the unit to any other family or band member. If no family member is willing or permitted to take of the tenancy agreement the unit will be taken back by the landlord and reallocated to another band member from the housing list.
- e) If this certain situation happens listed through 4 (a-d), and a unit needs to be vacated, the case will be reviewed by the Housing Committee and be approved by Council.

7 Pet Ownership

Pet ownership is permitted within Lheidli T'enneh First Nation housing units, with tenants allowed to keep up to two domestic animals for each unit but no livestock animals are

permitted including but not limited to cow, horse, chicken etc. This includes dogs, cats, reptiles, birds, lizards, or other small mammals that typically reside in cages, such as hamsters, rabbits, or guinea pigs. Any tenant wishing to keep additional pets must obtain written approval from the housing department.

It is the responsibility of the tenant to ensure that their pets are properly supervised and controlled within the community. Tenants are liable for any damages caused by their pets to persons or property. In cases of neglect or abuse of pets, the housing department will contact the Society for the Protection and Care of Animals (SPCA) for appropriate action. This policy aims to promote responsible pet ownership while maintaining a safe and harmonious living environment within the community.

Residents who wish to keep pets within their housing units must adhere to the following guidelines:

- a) Pet Deposit: A 50% of rent amount pet deposit is required upon moving into a housing unit or when submitting a pet application for approval. This deposit covers potential damage caused by pets during the tenancy.
- b) Pet Application: Residents must submit a pet application for approval before bringing a pet into the housing unit. The application should include details about the pet's breed, age, size, and any relevant health records.
- c) Pet Care Responsibilities: Pet owners are responsible for the proper care, supervision, and maintenance of their pets at all times. This includes ensuring pets do not disturb other residents or damage property.
- d) Compliance with Applicable Laws: Residents must comply with all local bylaws and regulations pertaining to pet ownership, including licensing and vaccination requirements.
- e) Enforcement: Failure to comply with these guidelines may result in the forfeiture of the pet deposit or other penalties as outlined in the housing policy.
- f) Tenants are required to have their pets spayed or neutered as part of our housing policy. This requirement helps manage the pet population and promotes responsible pet ownership within our community. Spaying and neutering also contribute to the overall well-being and health of pets.

Effective upon policy approval, our pet policy applies to new and existing tenants, except for number of pets allowed as existing pets that were present prior to approval of this policy are considered grandfathered into the policy and are not subject to the new requirements. This ensures a smooth transition and allows existing pet owners to continue caring for their pets without disruption. For any new pets acquired after the effective date, tenants must adhere to the updated pet policy guidelines.

8 Appeal Process

Appeals related to housing department decisions, including selection processes for rental units and enforcement of consequences for lease violations, must follow specific procedures:

- a) Any appeal which is directly conflicting with any policy requirement, will not be considered.
- b) First, any appeal must be submitted in writing to the housing manager within seven working days of receiving written notification of the decision. Upon receipt of the appeal, the housing manager will notify the executive director and a currently sitting housing committee within seven (07) working days from the date the appeal application is received.
- c) The committee will have an additional fourteen (14) working days to re-evaluate the decision based on any new information provided during the appeal process. The applicant will receive the committee's decision in writing within twenty one (21) working days of the original appeal submission.

Housing Committee at their discretion can bring the matter to Council's attention. This process ensures transparency and fairness in addressing housing-related disputes within the community.

9 Rental Charges

Rental charges are an essential aspect of housing management and are based on the principle that housing is a shared responsibility between the landlord, the Lheidli T'enneh First Nation, and the tenant.

All tenants are expected to contribute toward the cost of housing. Funds collected as rental payments will be used to protect the membership's investment in band-owned housing units and to maximize housing resources.

These resources ensure that the Nation can continue to provide a safe and growing community for its members. The rental charges will be determined in accordance with the housing policy guidelines and will be communicated transparently to tenants to ensure clarity and accountability in housing management.

The procedure for the collection of rent is as follows:

- a) All Tenants occupying new or existing band owned and administered housing units shall pay rent.
- b) The housing department must give (90) calendar days' notice which must be three full months before any rent increase.
- c) All charges related to utilities are the sole responsibility of the tenant this include, natural gas, propane, electric, telephone, internet or cable.

- d) Rent payments are due on or before the 1st day of each month unless that day falls on a weekend or holiday then the rent must be paid on the first business day of the month.
- e) Rent-geared-towards income units will require an annual income review.
- f) Subsidized rental units will require an annual subsidy review.

9.1 Damage Deposit

A damage deposit is a security measure that ensures the protection of band-owned housing units and covers potential damages caused by tenants during their occupancy. The Lheidli T'enneh First Nation requires tenants to provide a damage deposit upon signing the lease agreement. The amount of the damage deposit is determined based on the type of property, which will not exceed \$1500.00.

9.2 Non-Payment of Rent - Defaults

Rental payment requirements and default procedures for non-payment of rent will be clearly explained to each tenant upon their application approval and signing of a lease agreement. This information will also be detailed in the tenancy agreement provided to the tenant.

In the event of non-payment of rent, default procedures will commence immediately after one payment has been missed. The Housing Department will follow established procedures to address non-payment of rent, which may include issuing a notice to the tenant regarding the outstanding rent amount and providing a grace period for payment.

If the tenant fails to pay the outstanding rent within the specified grace period, further actions may be taken by the Housing Department in accordance with the Housing Policy and applicable laws. This may include eviction proceedings or other remedies as outlined in the tenancy agreement and Housing Policy as follows:

- a) Rent payments are due on the 1st day of each month. If the 1st falls on a weekend or holiday rent is due upon the next business day.
- b) If rent is not received on the 1st day or 1st business day of the month a 20.00 compounding late fee will be applied each day the rent is overdue and until payment takes place or payment agreement is signed, whichever is sooner.
- c) If rent is not received by the 5th business day of the month the tenant will receive a letter from the housing department giving them and opportunity to pay the rent in full or to make an appointment with the housing manager to sign a payment agreement.
- d) If after 15 days from the non-payment of rent occurs and no payment has been received or agreement signed an eviction noticed will be served to the tenant for non-payment of rent.

The eviction notice will only be rescinded, if all arrears have been paid in full within 30 days of the 1st missed payment, or a repayment agreement has been signed both by the tenant and the housing manager.

10 Conduct

Conduct refers to any action that disrupts the otherwise peaceful enjoyment of another community member, tenant, landlord, LTN staff, or neighbor within the community. The following guidelines apply to all tenants:

- a) No tenant shall promote unsafe behavior that threatens the welfare of anyone else.
- b) Tenants are expected to conduct themselves in a respectful and courteous manner at all times, both within their housing unit and in the broader community.
- c) Disruptive behavior, including excessive noise, harassment, intimidation, or violence, will not be tolerated and may result in disciplinary action as outlined in the Housing Policy.
- d) Tenants are responsible for ensuring that their guests also adhere to community guidelines and policies.
- e) Tenants shall not harass or annoy by causing loud music, television, or other noise disturbances and adhere to quiet hours between 11:00 pm and 7:00 am.
- f) Tenants who are found to be engaged in criminal or illegal activities on the Lheidli T'enneh Reserve land will be subject to legal action according to the law.
- g) Any activity, criminal or otherwise that threatens the health and safety or welfare of the Nation, or other tenants or persons on the Lheidli T'enneh reserve lands.

The goal of the conduct section is to maintain a safe, harmonious, and respectful community environment for all residents and stakeholders. Violations of conduct guidelines may result in warnings, fines, or other disciplinary measures, up to and including termination of tenancy.

11 Maintenance and Repairs

11.1 Lheidli T'enneh First Nation Responsibilities:

The Lheidli T'enneh First Nation is responsible for maintaining the premises in good repair and carrying out preventive maintenance in compliance with health and safety standards and the guidelines of the National Occupancy Standards. Our goal is to extend the health and lifespan of the housing units for the benefit of our community members.

Key responsibilities of the Lheidli T'enneh First Nation in maintaining band owned housing units include:

- a) Conducting regular inspections and assessments of the housing units to identify maintenance needs and address them promptly.
- b) Repairing and replacing essential components of the housing units, including structural elements, plumbing, electrical systems, heating, ventilation, and appliances. Appliances are to be repaired if possible.
- c) Ensuring that all maintenance and repair work meets or exceeds health and safety standards to provide a safe and habitable living environment for tenants.
- d) Implementing preventive maintenance measures to minimize the need for costly repairs and prolong the lifespan of housing units.
- e) Responding promptly to maintenance requests and concerns raised by tenants, prioritizing urgent issues that affect health and safety.

By maintaining the premises in good condition and addressing maintenance needs proactively, the housing department aims to enhance the quality of life for our tenants and community members. This policy ensures that our housing units remain safe, comfortable, and sustainable for years to come.

11. 2 Tenant Responsibilities for Maintenance, Repair and Cleaning

Tenants have specific responsibilities outlined in their lease agreement regarding the upkeep and maintenance of the housing unit. These responsibilities include:

Interior Responsibilities

Tenants are responsible for the general upkeep and maintenance of the housing unit as outlined in the lease agreement. This includes tasks such as regular cleaning, yard maintenance (if applicable), and minor repairs such as patching and paint holes in the walls.

- a) **General Cleanliness:** Tenants are expected to keep their living spaces clean and free of clutter. This includes regular cleaning of floors, walls, windows, and surfaces in all rooms. Housing department does not provide any cleaning support.
- b) **Kitchen Maintenance:** Ensure that the kitchen is kept clean by regularly washing dishes, cleaning countertops, and disposing of food waste properly. Appliances such as stoves, ovens, and refrigerators should be kept clean and in good working order.
- c) **Bathroom Hygiene:** Bathrooms must be cleaned regularly to prevent mold and mildew. This includes scrubbing toilets, sinks, showers, and tubs, as well as keeping floors and surfaces dry and clean.

- d) **Pest Control:** Take proactive measures to prevent infestations by keeping the unit clean, storing food in sealed containers, and promptly disposing of garbage. Report any signs of pests to the housing office immediately.
- e) **Garbage Disposal:** Dispose of household waste in the designated bins and follow the community's recycling guidelines. Do not allow garbage to accumulate inside the unit.
- f) **Reporting Accidents and Defects:** Tenants must promptly report any accidents, breakages, or defects in the water, heating, or electrical systems to the housing department. Additionally, any issues with equipment within the unit, such as the furnace, stove, dishwasher, fridge, or overhead range, should be reported immediately for timely repairs. The tenants must report using the online portal found at the website.

Exterior Responsibilities

- a) **Yard Maintenance:** Tenants are responsible for maintaining their yards, including mowing the lawn, trimming bushes, and removing weeds. Ensure that outdoor spaces are kept tidy and free of debris. Public works department will not be responsible for lawn maintenance. However, if assistance is required, such request must be made to Housing Manager.
- b) **Snow Removal:** During winter months, tenants must clear snow and ice from walkways, driveways, and steps to prevent slips and falls. Public works department will not be responsible for snow removal within the property. However, if assistance is required, such request must be made to Housing Manager.
- c) **Litter Control:** Ensure that the area around your unit is kept free of litter. Regularly pick up and properly dispose of any trash that may accumulate outside your unit.
- d) **Personal Belongings:** Personal items such as toys, bicycles, and outdoor equipment should be stored neatly and not left scattered around the yard. Do not block walkways or entrances with personal belongings.
- e) **Pet Waste:** If you have pets, ensure that all pet waste is promptly cleaned up and disposed of properly to maintain a clean and hygienic environment.

12 Condition and Inspections

12.1 Move-In Inspection

Before a tenant moves into a property, a comprehensive Move-In Inspection will be conducted jointly by the Housing Department and the tenant. During this inspection, a checklist will be used to assess and document the condition of the property. Both the Housing Department and the tenant will review and sign off on this checklist to confirm the property's condition at the beginning of the tenancy.

12.2 Move-Out Inspection

Similarly, a Move-Out Inspection will be conducted before the tenant vacates the property. This inspection will also be completed jointly by the Housing Department and the tenant, using the initial move-in checklist to compare the property's condition at the start of the tenancy with its condition upon move-out. Any repairs required beyond reasonable wear and tear will be the responsibility of the tenant, and the Lheidli T'enneh First Nation will seek cost recovery for these repairs.

12.3 Bi-Annual Inspections

All occupied rental housing units will undergo annual inspections to assess both internal and external conditions. These inspections are vital for identifying any maintenance needs and ensuring that tenants are maintaining the property appropriately. They also serve to detect any misuse or negligence that may require corrective action. Regular inspections help uphold property standards and ensure the longevity and quality of the housing units provided by the Lheidli T'enneh First Nation.

13 Tenant Damages and general maintenance inspection

The Lheidli T'enneh First Nation reserves the right, with 24 hours' notice, to enter a premises to conduct inspections and identify any repairs needed due to tenant damage or related neglect. If damages or neglect are identified during the inspection, tenants will receive written notification detailing the inspection results. Tenants will be responsible for repairing/rectifying all identified damages to the housing unit within 30 days of receiving the notification.

In cases where a tenant is unable to cover the repair costs, the Lheidli T'enneh First Nation will proceed with repairing the damages and bill the tenant accordingly. Records of tenant-caused damages will be maintained indefinitely.

For second instance onward, the tenant will be fined \$150.00-\$300.00 based on the severity of the damage/issue.

Depending on the severity of the damage or neglect, the Lheidli T'enneh First Nation may, at its discretion, terminate the lease agreement and issue a move-out notification to the tenant. This policy ensures the maintenance and preservation of housing units for the benefit of all tenants and the community as a whole.

14 Insurance

The Lheidli T'enneh First Nation is responsible for paying the structural insurance on housing units owned by the Band. However, tenants are responsible for obtaining their own content insurance to cover personal belongings and possessions within the home.

In the unfortunate event of a total loss of a structure, if the tenant does not have content insurance, the Lheidli T'enneh First Nation bears no responsibility for replacing or compensating for lost contents. It is essential for tenants to secure adequate content insurance to protect their personal belongings in such circumstances.

15 Vacated or Abandoned Unit Protocol

- a) All tenants of the Lheidli T'enneh First Nation are required to inform the housing department of any absences lasting longer than 2 weeks. This notification allows the Nation to monitor the unit for potential vandalism or hazards during the tenant's absence. If housing department is not provided with access to the unit, any damages/repairs will be the sole responsibility of the tenant.
- b) If a unit is vacated or abandoned for more than 30 days without notice, the housing department will take necessary action to secure the unit and protect its assets. In such cases, the tenant will be held responsible for any damages or repair costs resulting from the abandonment.
- c) Tenants who need to leave the community for an extended period, which is more than 30 days due to employment, education, or medical treatment must arrange a meeting with the housing department to discuss:
 - Duration of employment, which cannot exceed two years and will be reviewed bi-annually.
 - Education plans and duration, to be reviewed bi-annually.
 - Absences due to medical treatment, which will be reviewed on an individual basis based on information provided by the tenant.
- d) Any rental unit left abandoned for more than two months without written notice to the housing department and proper arrangements made for its care will be reclaimed by the Lheidli T'enneh First Nation immediately, and this will be irrevocable decision. The unit will be repaired as necessary and allocated to another qualified applicant in accordance with housing policies and procedures.

16 Vehicles - Recreational and OHV Regulations

- a) It is expected that tenants residing in band-owned units are allowed one car per adult tenant listed on the lease agreement, plus one project vehicle per unit. Additionally, each unit may have one camper or RV parked on the premises, provided it is properly secured and not used as a full-time residence.
- b) Recreational vehicles, such as 5th wheels and camping trailers will not be permitted if it is intends to use it as a permanent residence.
- c) Road parking is not allowed.

- d) Tenants with more vehicles than allowed by this policy will be subject to a \$50 surcharge added to their rent per vehicle, unless it can be proven that the vehicle is insured and actively used by another resident in the household, such as a youth or elder.
- e) Tenants are permitted to keep quads, dirt bikes, snowmobiles, and side-by-sides; however, they may not park these vehicles on lawns or on any part of the structure unless it is specifically designated for parking, such as a garage or carport. Tenants are required to store and secure recreational vehicles whenever they are not in use.
- f) Multi-plex residents are not permitted more than 2 vehicles of any type per unit, in adherence to this policy.

17 Condemned Home

In the event that a home situated on Lheidli T'enneh First Nation Reserve Land is deemed condemned by Health Canada, the following procedures will apply:

- a) The tenant of the unit will receive written notification that the home has been deemed unlivable, along with a copy of the assessment from Health Canada.
- b) Once a unit has been deemed unlivable by Health Canada, further occupancy will not be permitted due to health and safety concerns.

18 Construction Standards

All construction and renovations undertaken on band owned housing units within the Lheidli T'enneh First Nation Reserve Land must adhere to the following standards:

- a) Building Codes: All construction and renovations must comply with the relevant building codes and standards applicable within the jurisdiction.
- b) Health and Safety: Structures must be designed and constructed to ensure the health and safety of occupants, meeting or exceeding national and provincial health and safety regulations.
- c) Quality Materials: Only approved and quality construction materials should be used, ensuring durability and longevity of the structures.
- d) Environmental Considerations: Construction projects should consider environmental impacts and sustainability practices, adhering to any applicable environmental regulations.
- e) Accessibility: Structures should be designed to ensure accessibility for all individuals, including those with disabilities, in accordance with accessibility standards.

Approval Process: Any construction or renovation plans must be submitted for approval to the appropriate authority within the Lheidli T'enneh First Nation, ensuring compliance with purchase and any other related policy.

19 Fires, Wood Stoves, Pit Fires & BBQ's

Tenants residing on Lheidli T'enneh First Nation Reserve Land must adhere to the following regulations regarding fires:

- a) Wood Stoves and Furnaces: Tenants are only permitted to burn firewood provided by the community for supplemental heating. Burning of garbage, metal, rubber, or any other substances in wood stoves, fireplaces, or wood furnaces is strictly prohibited.
- b) Outdoor Fires: Tenants must comply with applicable regional/provincial fire bans for any outdoor fires.
- c) Backyard Fire Pits: Tenants are allowed to have a backyard fire pit if it meets the following requirements:
 - The fire must be contained in a permanent outdoor fireplace or fire pit not larger than 60 centimeters in diameter.
 - No less than 25 feet from the structure
 - The fire pit must be designed and constructed to confine the fire safely.
 - Only firewood is permitted to be burned in the fire pit; burning of any other materials is strictly prohibited.

In addition to fire regulations, tenants must adhere to the following guidelines for BBQ usage on Lheidli T'enneh First Nation Reserve Land:

- a) BBQ Location: BBQs should be used in a safe location away from any structures, trees, or flammable materials.
- b) Propane or Charcoal Only: Only propane or charcoal BBQs are permitted for use. Use of other types of BBQs, such as wood-fired grills, is prohibited.
- c) If a tenant has a natural gas grill and the housing unit has the appropriate professionally installed service connection, be it at the time of construction or installed after they may receive in writing from the housing department approval for it's use.
- d) Safe Operation: Ensure that the BBQ is operated safely and always attended during use. Keep a fire extinguisher or water source nearby in case of emergencies.
- e) Cleanup: After use, properly dispose of charcoal ashes in designated areas. Ensure the BBQ area is clean and free of debris.

By following these fire regulations, tenants contribute to maintaining a safe and healthy environment within our community and ensure compliance with regional fire safety standards.

20 Garbage's and Food Waste

Tenants are required to adhere to the following regulations for garbage disposal on Lheidli T'enneh First Nation Reserve Land:

- a) Proper Bagging: All garbage must be properly bagged before placing it in the garbage bin. Public Works is not responsible for cleaning up or removing garbage that is not properly bagged.
- b) Bag Quality: Use high-quality garbage bags that can withstand handling from the bin to the garbage truck.
- c) Garbage Can Maintenance: Each housing unit and its residents are responsible for the cleanliness of their garbage can. If the garbage receptacle becomes damaged or infested with bugs and maggots, the tenant will be fined \$25 for each occurrence until the issue is corrected.
- d) Food Waste: residents are not permitted to leave food waste out in front of their housing unit, on decks, or near BBQs. Lheidli T'enneh Reserve Land is situated in a pristine wildlife corridor, including bear country. Leaving food accessible outdoors is not only unsanitary but also poses a threat to wildlife and can attract scavengers and carnivores.

Tenants are responsible for maintaining the area surrounding their garbage bins to prevent unsightly conditions and wildlife encounters:

- a) Area Cleanliness: Ensure the area around your garbage bin remains clean and free of debris. If the surrounding area becomes unsightly, tenants may face fines.
- b) Securing Garbage Bins: Always lock your garbage bin securely. If animals such as dogs or bears access the garbage and scatter it, it is the tenant's responsibility to clean up the mess promptly. Failure to do so may result in fines.

By following these guidelines, tenants contribute to maintaining a clean and safe environment on the reserve and help discourage negative wildlife habits.

21 Plumbing and Septic Systems

Tenants are responsible for maintaining the proper health and function of septic systems within their housing units. Here are some guidelines to follow:

- a) Proper Disposal: Avoid disposing of grease, oils, or random items down sinks or toilets. These can cause blockages and damage to the septic system.
- b) Toilet Use: Do not flush non-biodegradable items such as cans or excessive amounts of toilet paper. Wet wipes should also not be flushed, as they can cause clogs.
- c) Reporting Issues: Tenants must promptly report any plumbing issues to the housing department to prevent further damage. Failure to report issues may result in additional costs being past on to the tenant and or potential eviction.

22 Enforcement: Fines including Termination or Tenancy

The Lheidli T'enneh First Nation reserves the right to issue warnings and fines and/or the ability to terminate a tenancy and reallocate a housing unit to another qualified applicant including but not limited to the following circumstances:

- a) Non-Payment of Rent: Failure to pay rent as outlined in the lease agreement.
- b) Repeated Damage or Neglect: Persistent damage to the property or neglect of maintenance responsibilities.
- c) Criminal Activity: Engagement in criminal behavior that jeopardizes the safety and welfare of the community.
- d) Breach of Lease Agreement: Violation of lease terms, including unauthorized alterations or subletting.
- e) Health and Safety Violations: Failure to comply with health and safety standards, including improper waste disposal or creating hazards.
- f) Abandonment: Vacating the property for an extended period without notice or arrangements.
- g) False Information: Providing false or misleading information during the application process.
- h) Subletting without Approval: Subletting the property without prior written consent from the housing department. For any guests who are residing for more than fourteen (14) calendar days, the tenant must inform the housing department in writing. Failure to do so may lead to termination of the tenancy.
- i) Disruptive Behavior: Engaging in behavior that disrupts the peaceful enjoyment of other community members.
- j) Non-Compliance with Policies: Failure to adhere to the policies and guidelines outlined in the Lheidli T'enneh First Nation Housing Policy.
- k) Unauthorized Occupancy: Allowing individuals not listed on the lease agreement to reside in the unit without prior approval from the housing department.
- l) Property Damage Beyond Normal Wear and Tear: Causing significant damage to the property that exceeds normal wear and tear, resulting in excessive repair costs.

- m) Health or Safety Hazards: Creating or allowing conditions within the unit that pose health or safety risks to occupants or neighboring units.
- n) Harassment or Threats: Engaging in harassment, threats, or intimidation towards neighbors, community members, or housing staff.
- o) Illegal Activities: Using the property for illegal activities such as drug trafficking, prostitution, or other criminal acts.
- p) Violations of Noise Ordinances: Persistent violation of noise ordinances, disturbing the peace, or causing disruptions to neighboring residents.
- q) Unauthorized Pets: Keeping pets in violation of the pet policy outlined in the lease agreement or housing policy.
- r) Violations of policy: Violation of policy clause(s).
- s) Refusal to Cooperate with Inspections or Maintenance: Refusing access for required inspections or maintenance work necessary to uphold property standards.
- t) Non-Compliance with Lease Renewal Process: Failing to comply with lease renewal procedures or failing to vacate the property upon lease expiration without a valid lease extension.

Any violation of these terms may result in the termination of tenancy and the reallocation of the housing unit to another member on the housing list. The Lheidli T'enneh First Nation is committed to maintaining a safe and respectful community for all its residents.

23 Rental Rate Increase

Frequency of Reviews: Rental rates will be reviewed annually to assess the need for adjustments based on changes in operational costs, market conditions (should it be a market adjustable rate or a cap of 3%), and the overall financial health of the housing program. For all other procedure for rate increases, Residential Tenancy Board Standards will be followed.