Gwa'sala-'Nakwaxda'xw First Nation

On-Reserve Housing Policy

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1 DEFINITIONS

**AANDC**

Means Aboriginal Affairs and Northern Development Canada (AANDC), formerly known as Indian and Northern Affairs Canada (INAC) and before that, as the Department of Indian and Northern Affairs Canada (DIANO).

**Adult**

Means a person over the age of majority under Provincial Law.

**Amendment**

Means a change in the words or meaning of the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy or Residential Tenancy Agreement. Amendments must follow the procedures set out in Section 4 of this Rental Housing Policy.

**Annual Priority Waitlist**

Means annual rental housing applications that are listed in descending order (from highest to lowest), based on the Priority Ratings (scores) assigned by the Gwa'sala-'Nakwaxda'xw First Nation Housing Committee, in accordance with Section 8 of this Rental Housing Policy.

The Housing Department may create a separate Annual Priority Waitlist for each type and size of rental units.

In order to be included on the Annual Priority Waitlist, Applicants must submit an updated Rental Housing Application (Appendix D) to the Housing Department on an annual basis, as set out in Section 8 for this Rental Housing Policy.

**Appellant**

MEANS A Gwa'sala-'Nakwaxda'xw First Nations member who is appealing a decision of the Housing Department to the Housing Committee of the Gwa'sala-'Nakwaxda'xw First Nation.

**Appeals and Redress**

Means the second level of dispute resolution, where a Gwa'sala-'Nakwaxda'xw First Nation member may request that the Gwa'sala-'Nakwaxda'xw First Nation Housing Committee change a decision of the Housing Department.

**HOUSING COMMITTEE**

The Housing Committee is an independent committee, comprised of Gwa’sala-’Nakwaxda’xw First nation members that operates at arm’s length from Chief & Council,

The Committee hears appeals of rental housing program decisions submitted by rental housing Tenants or Applicants, set out in Section 17.1 (step 2) of this Rental Housing Policy.

The creation and implementation of the Committee is governed by the Housing Committee Terms of Reference that was established and adopted by Chief and Council August 13, 2015 (Appendix C), through Gwa'sala-'Nakwaxda'xw First Nation resolution number XXXX.

**Applicant or Applicants**

Means a person, or persons, applying in accordance with this Rental Housing Policy to occupy a rental housing unit owned and administered by the gwa'sala-'nakwaxda'xw First Nation.

**Arrears**

Means unpaid rent or other housing payments, such as Unresolved Tenant Damage, owed to the Gwa'sala-'Nakwaxda'xw First Nation.

**Authority**

Means the power to give orders, make decisions, and enforce obedience.

**Authorized Representatives of the First Nation**

Means, a person or body (committee, corporation, authority or similar structure) wholly controlled by the Gwa'sala-'Nakwaxda'xw First Nation Chief and Council and created for the purpose of administering the housing assets of the community in accordance with the policies and procedures duly approved by that Council.

**By-law**

Means a law passed by Chief and Council and approved by the Minister of Aboriginal Affairs and Northern Development Canada, as set out in Sections 81 and 83 of the Indian Act.

**Canadian Human Rights Act**

Means the Canadian Human Rights Act, R.S.C. 1985, C.H-6.

**Certified Independent Building Inspector**

Means a building inspector that has documented certification from a recognized professional industry organization and is qualified to perform building code inspections.

Recognized professional industry organizations may include federal or provincial building officers/officials organizations such as the Alliance of Canadian building officials Association (or any of its provincial members) or the Canadian Association of Home and Property Inspectors (or any of its provincial Chapters).

A professional engineer or architect skilled in the work concerned is also considered to be qualified to perform building code inspections.

**Canada Mortgage and Housing Corporation (CMHC)**

CMHC is a federal public corporation that governs the building of homes throughout Canada for all citizens that borrow money from a bank to build their homes, on or off reserve.

**Commercial General Liability Insurance**

Means insurance that protects against the liability that can arise from the ownership, operation, or maintenance of rental properties.

**Community**

Means the Gwa'sala-'Nakwaxda'xw First Nation.

**Consensus**

Means an idea or opinion that is shared by all the people in a decision-making body.

**Chief**

Means the person duly elected as Chief of the Gwa'sala-'Nakwaxda'xw First Nation.

**Council**

Means the duly elected Gwa'sala-'Nakwaxda'xw First Nation Chief and Council.

**Councillor**

Means a person duly elected as Councillor of the Gwa'sala-'Nakwaxda'xw First Nation.

**Covenant**

Means a formal and serious agreement or promise.

**Damage**

Means physical harm to a rental property, unit, fixtures or its contents and includes physical harm caused by theft, fire, flood, earthquake or vandalism.

Damage also includes willful damage by the Tenant(s), Authorized Occupants, Long-Term Guests, Short-Term Guests or pets of the occupants such as carpet, flooring or countertop stains or markings, damage to gyproc, doors, windows or appliances and damage caused by neglected maintenance procedures.

**Default**

Means the omission or failure to fulfill a covenant or obligation by any party that has signed and dated a Residential Tenancy Agreement.

**Dependent**

Means a person who lives with and relies on another person, especially a family member, for financial support, due to a low income or a disability.

A Dependent may be any of the following relatives of you or your spouse or common-law partner:

> child (either biological or legally adopted);

> parent;

> grandchild;

> grandparent;

> brother or sister;

> nephew or niece;

> brother-in-law or sister-in-law; or

> aunt or uncle.

**Discrimination**

Means an action or a decision that treats a person or a group negatively for reasons such as their race, age disability. these reasons are known as grounds of discrimination.

Discrimination happens when someone is denied an opportunity benefit or advantage, such as a job, promotion, service or housing, because of race, age, disability or another grounds of discrimination.

**Dispute Resolution**

Means all of the options and processes available to resolve on-reserve rental housing disputes between a Gwa'sala-'Nakwaxda'xw First Nation member and the Gwa'sala-'Nakwaxda'xw First Nation, as set out in Section 17 of this Rental Housing Policy.

The dispute resolution process provides for a review of information and verification that decisions made were in compliance with the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy, Residential Tenancy Agreement, Canadian Human Rights Act and all other applicable acts, by-laws, standards, codes or regulations.

**Disturbing the Peace**

Means when a person's words or conduct jeopardizes the right of neighboring Tenants, Occupants or home owners to the quiet enjoyment of their dwelling, as set out in Section 31 of this Rental Housing Policy.

**Documented Clarification**

Means to clarify the intent and meaning, through documentation, of a particular Section of the Rental Housing Policy or Residential Tenancy Agreement that is not clear.

**Due Diligence**

Means to take reasonable care (act in good faith) to: Ensure that all parties have a common understanding of the facts, investigate all relevant aspects of an issue and make informed decisions before moving forward; and exercise care to the avoid harm to the rental properties.

**Emergency Situation**

Means an immediate, urgent, and critical situation of a temporary nature, regardless of its cause, which may seriously endanger or threaten the lives, health, or safety of individuals.

**Elder**

Means a Gwa'sala-'Nakwaxda'xw First Nation member who is over 60 years of age.

**Eligible Applicant or Applicants**

Means a person, or persons, who has/have submitted a complete Rental Housing Application that satisfies the Eligibility Requirements set out in Section 7 for this Rental Housing Policy.

**Evictee**

Means a person who has been evicted.

**Eviction**

Means an action taken by the Gwa'sala-'Nakwaxda'xw First Nation to remove a Tenant(s) and occupants from a rental unit for failure to honor the conditions (default) of their Residential Tenancy Agreement, as set out in Section 16 of this rental housing policy.

**Excessive Noise Due to Pets**

Means noise due to pets that impacts the right of neighboring tenants, occupants and home owners to the quiet enjoyment of their dwelling.

**First Nation Band List**

Means the list which, in accordance with Section 8 of the Indian Act, contains the name of every person who is a member of the Gwa'sala-'Nakwaxda'xw First Nation.

**Gwa'sala-'Nakwaxda'xw First Nation Member or Member**

Means an individual whose name appears on the Gwa'sala-'Nakwaxda'xw First Nation Band List or is entitled to appear on the Gwa'sala-'Nakwaxda'xw First Nation Band List, as set out in Section 6(1) of the Indian Act.

**Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy**

Means this Rental Housing Policy and adopted established by the Gwa'sala-'Nakwaxda'xw First Nation Chief and Council August 13, 2015, through Gwa'sala-'Nakwaxda'xw First Nation Resolution Number XXXX, as amended from time to time.

**Good Faith**

To act in good faith means to:

Act honestly, openly, and without hidden or ulterior motives; Raise issues in a fair and timely way;

Be constructive and cooperative;

Be proactive in providing each other with relevant information and consider all information provided;

Respond promptly and thoroughly to reasonable requests and concerns;

Keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behavior; and

Treat each other respectfully.

**Good Financial Standing**

Means not owing any money to the Gwa'sala-'Nakwaxda'xw First Nation, or, if money is owed, that the repayment of owed money is current.

**Grounds of Discrimination**

Grounds of discrimination are reasons a person may experience discrimination. There are eleven (11) grounds of discrimination that are protected under the Canadian Human Rights Act, they are: race, national or ethnic origin, color, religion, age, sex, sexual orientation , marital status, family status, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

**Long-Term Guest**

Means a person who is not listed in the Residential Tenancy Agreement and is temporarily on the premises, with the permission of the Tenant(s) and the Gwa'sala-'Nakwaxda'xw First Nation, for greater than 90 days.

**Hazardous Materials**

Means a solid, liquid or gas that can harm people, property or the environment. These include materials that are flammable, explosive, corrosive, toxic, radioactive, pathogenic, oxidizing or allergenic.

**Household Family Unit**

Means a spouse (common-law or married), parent, child, brother and/or sister.

**Housing Committee**

Means the committee, set up by the Gwa'sala-'Nakwaxda'xw First Nation Chief and Council, responsible to administer, through the Housing Department, the housing policies established by Chief and Council. The Housing Committee is governed by its Terms of Reference (Appendix C) that was established and adopted by Chief and council August 13, 2015, through Gwa'sala-'Nakwaxda'xw First Nation Resolution Number XXXX.

**Housing Manager**

Means the position within the Housing Department that is responsible for delivery and administration of Gwa'sala-'Nakwaxda'xw First Nation housing programs and services as set out in this Rental Housing Policy.

**Housing Department**

Means the department responsible for the administration of the on-reserve rental housing program and includes enforcing Residential Tenancy Agreements, policies and procedures. The Housing Department may utilize the resources of a third party property manager to assist with the housing program.

**Immediate Family**

Means a spouse (common-law or married), parent, child, brother and/or sister.

**In-Camera Meeting**

An in-camera meeting, or a portion of a meeting, that is limited to Housing Committee members only and/or excludes Committee members who are in a conflict of interest, to discuss confidential matters, where only Housing Committee members and/or Chief and Council and invited guests are allowed to attend. Separate minutes are taken for in-camera meetings.

**Indian Act**

Means the Indian Act R.S.C. 1985, c. /-5.

**Landlord**

Means the owner of a house, apartment, condominium, land or real estate which is rented to an individual(s), who is/are called a Tenant(s).

**LEMR - Low End of Market Rent**

Means the annual rate set by the CMHC for pre-1997 rental housing.

**Matrimonial Real Property**

Means any form of property pertaining to the matrimony or estate of matrimony and includes common-law relationships.

**Membership status Number**

Means a number allocated to an individual, by the Gwa'sala-'Nakwaxda'xw First Nation, that:

1) Recognizes the individual as a duly certified member of the Gwa'sala-'Nakwaxda'xw First Nation; and

2) Conveys the rights and privileges of membership as determined by the Gwa'sala- 'Nakwaxda'xw First Nation.

**Minister**

Means the Minister of AANDC as defined in the Indian Act, or the Minister's delegate.

**Ministerial Loan Guarantee or MLG**

Means a written guarantee agreement by the Minister to pay the lender the balance of the borrower's principal and interest of a house loan in the case of default by the borrower. This Order-in-Council also authorizes the Minister to collect the amount of that payment made on behalf of the Borrower from Gwa'sala-'Nakwaxda'xw First Nation funds.

**Minor**

Means a person under the age of majority under Provincial Law.

**Multi-Unit Residential Dwelling**

Means multiple separate housing units contained within one building or several buildings within one complex. A common form is an apartment building.

**National Occupancy Standards (NOS)**

Means standards that are comprised of the common elements of provincial/territorial occupancy standards. The NOS determines the number of bedrooms a household requires given its size and composition.

**Non-First Nation Member**

Means a person who is not entered, or entitled to be entered, on the Gwa'sala-'Nakwaxda'xw First Nation Band List.

**Normal Wear and Tear**

Means deterioration that takes place over time from the use of residential Premises, even when the tenant provides reasonable care and maintenance.

**Obligation**

Means an act or course of action to which a person is morally or legally bound.

**Occupancy**

Means to be granted a temporary right of exclusive residence and peaceful enjoyment of a Premises for a length of tenancy as set out in Section 6 of the Residential Tenancy Agreement. Occupancy does not confer any ownership rights to the residence or land and is less than the full right of possession as defined in Section 20 or 28(2) of the Indian Act.

**Occupant**

Means the signatory or signatories of the Residential Tenancy Agreement and includes dependents and Authorized Occupants of the Tenants, as set out in Section 10.2 of this Rental Housing Policy.

**Occupy**

Means a temporary right of exclusive residence and peaceful enjoyment of a premise granted for a length of tenancy as set out in Section 6 of the Residential Tenancy Agreement. This right to occupy does not confer any ownership rights and is less than the full right of possession as defined in Sections 20 or 28(2) of the Indian Act.

**Over-Housed Household**

Means a household where the number of Tenants and Authorized Occupants residing on the premises on a permanent basis, is fewer than the number of bedrooms required according to the Occupancy Standards set out in Section 10.1 of this rental housing policy. A household may become over-housed due to:

1) Dependents growing-up and moving out of the rental unit; or

2) Authorized Occupants moving out of the rental unit.

**Pet Damage Deposit**

Means a deposit paid by the Tenant to the Gwa'sala-'Nakwaxda'xw First Nation to cover damage that may be caused by a pet residing on the rental Premises.

**Premises**

Means a building or residential unit and any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

**Priority Rating**

Means a score (Priority Rating) assigned to a rental housing application by, the Housing Committee, in accordance with the Priority Rating Criteria and Points Allocation System set out in Section 8.1 of this Rental Housing Policy.

**Procedural Fairness**

Procedural Fairness means the rules that govern the fair and unbiased hearings, as set out in Section 3.6.1 of this Rental Housing Policy.

**Property Insurance**

Means insurance coverage against risks to rental property, unit and fixtures such as theft fire, flood, earthquake or vandalism.

**Reasonable Grounds**

Means when a tenant

meets or exceeds any of the thresholds that govern the maximum number non-compliance incidents within the policy areas set out in this Rental Housing Policy.

**Rent**

Means the monthly amount paid or required to be paid by a tenant to the Gwa'sala-'Nakwaxda'xw First Nation to occupy a rental property.

Rent is used to protect the Gwa'sala-'Nakwaxda'xw First Nation's investment in rental housing, as set out in Section 3.4 of this Rental Housing Policy.

**Rental Unit**

Means a single family dwelling or multi-unit dwelling that is owned by the Gwa'sala-'Nakwaxda'xw First Nation and rented to Gwa’sala-’Nakwaxda’xw First Nation members.

**Rental Property**

Means a single family dwelling or multi-unit dwelling that is owned by the Gwa'sala-'Nakwaxda'xw First Nation, as well as, any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

**Residential Tenancy Agreement**

Means a written, signed and dated agreement between the Gwa'sala-'Nakwaxda'xw First Nation and a Tenant for the permission to occupy a rental unit. It sets out the covenants and responsibilities of both parties in accordance with the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy, Residential Tenancy Agreement and applicable laws, by-laws, standards, codes, rules and regulations.

**Regulation**

Means any regulation or regulatory authority flowing from either a local law of the Gwa'sala-'Nakwaxda'xw First Nation or enabled by any applicable law of general application.

**Responsibility**

Means a duty or task that one is required to fulfill as stated in this Rental Housing Policy and agreed upon in the Residential Tenancy Agreement.

**Single Family Dwelling**

Means a single dwelling unit that is completely separated by open space on all sides from any other structure, except its own garage or shed.

Single Family Dwellings are intended to be occupied by a Household Family Unit.

**Tenancy**

Means an Agreement by which an owner of real property (the Landlord/First Nation), grants another person or persons (the Tenant(s) quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of a rental premises, for the duration of the Agreement.

**Tenant or Tenants**

Means a person or persons who enter into a Residential Tenancy Agreement with a Gwa'sala-'Nakwaxda'xw First Nation (Landlord) in return for the right to occupy a rental unit.

**Tenant Damage**

Means damage caused to a rental premises as a result of willful damage or neglect by the Tenant(s), Authorized Occupants, Long-Term Guests, Short-Term Guests or pets of the occupants, such as carpet, flooring or countertop stains or markings, damaged gyro, doors, windows or appliances and damage caused by neglected maintenance procedures.

**Tenant Contents Insurance**

Means insurance purchased by a Tenant that provides coverage for the Tenant's personal property against perils such as fire, theft and vandalism.

While tenant contents insurance is not required, it is strongly recommended.

**Term**

Means a fixed or limited period for which something, such as a Residential Tenancy Agreement, lasts or is intended to last.

**Terminating a Tenancy for Cause**

Means to terminate a tenancy (issue an Eviction Notice) because a Tenant(s) has/have defaulted on one or more of their obligations or promises as set out in a signed and dated Residential Tenancy Agreement.

**Under-Housed Household/Overcrowding**

Means a household where the number of Tenants and Authorized Occupants residing on the premises on a permanent basis, is greater than the number of bedrooms required according to the occupancy standards set out in Section 10.2 of this Rental Housing Policy. A household may become under-housed due to:

1) The addition of dependents (through birth, marriage or common-law relationship) to the household family unit; or

2) A shortage of safe, healthy and affordable on-reserve rental housing.

**Unlawful Activities**

Activities that are expressly or implicitly prohibited by any law of the Gwa'sala-'Nakwaxda'xw First Nation or any law of general application that applies on-reserve are considered to be illegal and unlawful. Such activities include, but are not limited to:

1) The production, consumption and/or trafficking of drugs;

2) Activity related to gangs and organized crime;

3) The possession, use and/or selling of unregistered or illegal firearms;

4) Uttering threats;

5) Verbal, physical or sexual abuse;

6) Bootlegging;

7) Use of the residence for the consumption of illegal drugs (crack house);

8) Production or distribution of child pornography; and

9) The possession or trafficking of illegal cigarettes.

**Vandalism**

Means deliberately damaging or destroying public property or someone else's private property.

Vandalism includes such actions as breaking windows or doors, deadbolts, door knobs etc., spray painting a wall with graffiti, tire slashing, arson or ransacking a property, its structure, fixtures and/or its contents.

**Short-Term Guest**

Means a person who is not listed in the Residential Tenancy Agreement and is temporarily on the Premises, with the permission of the Tenant(s), for less than 90 days.

**Willful of Intentional Damage**

Means any destruction or marring of a rental unit or property, including any act or omission that renders any part of the premises dangerous, useless, inoperative or unsightly and occurs as the result of an intentional act or omission or negligence on the part of the tenant(s), the tenant's immediate family, authorized occupant, guests, short-term guests or pets.

**Working Days**

Means business days between and including Monday to Friday and excluding public holidays and weekends (i.e. Monday to Thursday is four working days).

**2 Authority and scope of the rental housing policy**

2.1 Authority of the Policy

**Whereas:**

A. The Gwa'sala-'Nakwaxda'xw First Nation is described as the Gwa'sala & Nakwaxda'xw First Nation;

B. The reserve lands known as Tsulquate I.R. #4 have been set aside for the use and benefit of the Gwa'sala-'Nakwaxda'xw First Nation Community Members;

C. The Chief and Council have a responsibility to members of the Gwa'sala-'Nakwaxda'xw First Nation to provide safe, healthy and affordable on-reserve housing options, within the resources available; and

D. On August 13, 2015, the Chief and Council established and adopted the Gwa'sala-'Nakwaxda'xw First Nation rental Housing Policy.

**Therefore be it resolved that:**

These Rental Housing Policy and Procedures guide the Gwa'sala- ‘Nakwaxda’xw First Nation Housing Department and Housing Committee in the fair, equal and consistent delivery of the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Program.

2.2 Application of the Residential Tenancy Agreement

2.2.1 The terms of the Residential Tenancy Agreement and any changes or additions to the terms may not contradict or change any terms, authorities, obligations, procedures or regulations provided under, or adopted by, this Rental Housing Policy. if term of the Residential Tenancy Agreement does contradict or change such an authority, obligation, procedure, regulation or term, the term of the Residential Tenancy Agreement is void.

2.2.2 Any change or addition to the Residential Tenancy Agreement must be agreed to in writing, signed, dated and each page initialed by both the Gwa'sala-'Nakwaxda'xw First Nation and the Tenant(s). If a change is not agreed to in such manner, or is unreasonable, it is not enforceable.

2.2.3 The requirement for agreement under subsection 2.3.2 does not apply to:

1) Rent increases given in accordance with Section 12.5 of this Rental Housing Policy; or

2) A withdrawal of, or a restriction on, a service or facility that is given in accordance with this Rental Housing Policy; or

3) A term in respect of which the Gwa'sala-'Nakwaxda'xw First Nation or Tenant(s) has/have obtained a Dispute Resolution Order that the agreement of the other is not required.

2.3 Application of the Canadian Human Rights Act (CHRA)

Prior to its repeal in 2008, Section 67 of the Canadian Human Rights Act explicitly prevented people from filing discrimination complaints on issues governed by the Indian Act, including such matters as Band/First Nation membership, land use regulation and the allocation and provision of housing and other services.

In June 2011, following a three-year transition period, First Nations in Canada became fully subject to the Canadian Human Rights Act.

2.3.1 Purpose of the Canadian Human Rights Act

The purpose of the Canadian Human Rights Act to ensure all individuals have an equal opportunity to make for themselves the lives that they are able and wish to have, without being hindered in or prevented from doing so by discriminatory practices.

2.3.2 First Nation Legal Traditions and Customary Laws

The Canadian Human Rights Act includes a provision that requires the Commission, the Tribunal and the courts to consider First Nations legal traditions and customary laws when applying the Act.

This rule has certain limits. First Nation legal traditions or customary laws must respect gender equality.

2.3.3 Constitutional Jurisdiction for First Nation Human Rights

The constitutional jurisdiction for First Nation human rights will vary from one First Nation to another.

Generally speaking, the division of jurisdiction is based on whether the essential nature of an operation falls under federal, provincial, territorial or First Nation legislative competence.

**Federal Jurisdiction**

The Commission and Tribunal were created by the federal government to administer the Canadian Human Rights Act by protecting the core principle of equal opportunity and promoting a vision of an inclusive society free from discrimination by:

Promoting human rights through research and policy development;

Protecting human rights through a fair and effective complaints process; and

Representing the public interest to advance human rights for all Canadians.

The Canadian Human Rights Commission and Tribunal are legally responsible for the regulation of First Nation human rights as they relate to:

1) First Nations operating under the Indian Act; and

2) Self-Governing First Nations that have not enacted their own Human Rights models.

**Provincial or Territorial Jurisdiction**

Not every organization run by First Nations people or located in a First Nations community is federally regulated. Provinces and territories also regulate businesses and service providers, like restaurants and grocery stores. They also have their own human rights laws dispute resolution processes.

In cases where the jurisdiction falls under provincial or territorial jurisdiction, complainants can access the applicable human rights complaint process.

**First Nation Jurisdiction**

On-reserve human rights may also be administered and regulated by self-governing First Nations that have enacted their own Human Rights models.

Human Rights and On-Reserve Tenancy

The provision of on-reserve rental housing is subject to Sections 5 and 6 of the Canadian Human Rights Act which read:

Section 5 of the CHRA: Denial of good, service, facility or accommodation

5. It is a discriminatory practice in the provision of goods, services, facilities or accommodation customarily available to the general public

a) to deny, or to deny access to, any such good, service, facility or accommodation to any individual, or

B) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

Section 6 of the CHRA: Denial of commercial premises or residential accommodation

6. It is a discriminatory practice in the provision of commercial premises or residential accommodation

a) to deny occupancy of such premises or accommodation to any individual, or

b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

2.3.5 Duty to Accommodate

Provide details on any steps your First Nation is taking to eliminate different and negative treatment of individuals, or groups of individuals, based on prohibited grounds of discrimination.

2.3.6 Harassment

Section 14.1 of the Canadian Human Rights Act addresses the issue of Harassment:

Section 14.1 of the CHRA: Harassment

It is a discriminatory practice for a person against whom a complaint has been filed under Part I4.1, or any person acting on their behalf, to retaliate or threaten retaliation against the individual who filed the complaint or the alleged victim.

**Resources:**

Your Guide to Understanding the Canadian Human Rights Act

http://www.doyouknowyourrights.ca/sites/nai-na/files/pdf/chra\_guide\_lcdp\_en.pdf

(Also available in Cree, Ojibwa, Inuktitut and French)

Human Rights Handbook for First Nations

[http://www](http://www/) .doyouknowyourrights.ca/sites/nai-ina/files/pdf/fn\_handbook.pdf

A Toolkit for Developing Community-based Dispute Resolution Processes in First Nations Communities

http://www.doyouknowyourrights.ca/sites/nai-ina/files/pdf/toolkit\_trousse-eng.pdf

An Examination of the Duty to Accommodate in the Canadian Human Rights Context

<http://www.parl.gc.ca/co>ntent/lop/researchpublications/2012-01-e.pdf

Canadian Human Rights Commission - Duty to accommodate

http:/www.chrc-ccdp.gp.ca/eng/content/duty-accommodate

2.4 Applicable Laws, By-Laws, Standards and Codes of the Gwa'sala- 'Nakwaxda'xw First Nation

The Gwa'sala-'Nakwaxda'xw First Nation has enacted the following by- laws, standards and codes:

2.4.1 BY-LAW NO. 1994.02 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law for the removal and punishment of persons trespassing or frequenting the reserve for prohibition purposes.

2.4.2 BY-LAW NO. 1994.03 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law for respecting curfew.

2.4.3 BY-LAW NO. 1994.04 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law for the prevention of disorderly conduct and nuisances.

2.4.4 BY-LAW NO. 1994.05 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law for the regulation of traffic control.

2.4.5 BY-LAW NO. 1994.06 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law to regulate residency and the orderly allocation, use and occupancy of band owned houses.

2.4.6 BY-LAW NO. 1994.08 of the Gwa'sala-'Nakwaxda'xw Indian Band a by- law respecting the control of dogs on the reserve.

2.5 Applicable Laws, Standards, Codes, Rules and Regulations

The following federal and provincial laws are generally applicable to residency on reserve, subject to existing Aboriginal rights recognized and affirmed under section 35 of the constitution act, 1982:

2.5. 1 Canadian Human Rights Act

2.5.2 National Building Code of Canada

2.5.3 Privacy Act of Canada

2.5.4 Personal Information Protection and Electronic Documents Act

2.5.5 Canadian National Occupancy Standard

2.5. 6 Matrimonial real property laws as set out in section 18 of this rental housing policy

2.5.7 Guide Animal Act [RSBC 1996} chapter 177

2.5.8 Canada Labor Code

2.5.9 National Fire Code of Canada

2.6 Scope of the Policy

This policy applies to all rental housing properties administered by the Gwa'sala-'Nakwaxda'xw First Nation, including but not limited to:

2.6.1 All individuals currently occupying a Gwa'sala-'Nakwaxda'xw First Nation owned rental housing unit located within reserve lands;

2.6.2 All existing and future Gwa'sala-'Nakwaxda'xw First Nation owned rental housing units located within reserve lands;

2.6.3 All individuals who have made or will make an application for Gwa'sala-'Nakwaxda'xw First Nation owned rental housing within reserve lands; and

2.6.4 All contractors and inspectors retained by the Gwa'sala- 'Nakwaxda'xw First Nation to support delivery of the Gwa'sala- 'Nakwaxda'xw First Nation Rental Housing Program.

**3 THE GWA'SALA-'NAKWAXDA'XW FIRST NATION RENTAL HOUSING PROGRAM**

3.1 Background

Consists of approximately 130 housing units, in categories of 25- CMHC Section 95 non-profit housing, 78-Band owned housing and 27-private owners:

Currently the outstanding arrears totals $231,799.11;

Amount spent on repairs per year is approximately $1500.00;

Audit costs $3000.00 per year.

3.2 Administration of the Rental Housing Program

The Rental Housing Program is administered by the Gwa'sala- 'Nakwaxda'xw First Nation Housing Department, based on direction and support of Housing Committee and Chief and Council, as set out in:

3.2.1 This Rental Housing Policy established and adopted by Chief and Council at a duly convened Band Council meeting on August 13, 2015.

3.2.2 The Residential Tenancy Agreement established and adopted by Chief and Council at a duly convened band council meeting on August 13, 2015.

3.2.3 The Gwa'sala-'Nakwaxda'xw First Nation Housing Committee Terms of Reference established and adopted by Chief and Council at a duly convened Band council meeting on August 13, 2015,(Appendix C).

3.2.4 The Gwa'sala-'Nakwaxda'xw First Nation Housing Strategy established and adopted by Chief and Council (not yet established).

3.2.5 The Housing Manager Job Description established April 2, 2002.

3.3 Organizational Chart

Gwa'sala-'Nakwaxda'xw People

Chief & Council

Staff

Other

3.4 Mandate

To enhance the well-being of the Gwa'sala-'Nakwaxda'xw First Nation, within the resources available, through the provision safe, healthy and affordable on-reserve rental housing.

The Rental Housing Program of the Gwa'sala-'Nakwaxda'xw First Nation is a not-for-profit program. Funds collected as rent payments are to be used to protect the investment of the Gwa'sala-'Nakwaxda'xw First Nation in rental housing through:

1) The maintenance of existing rental housing;

2) The servicing of construction loans; and

3) The construction of new rental housing.

3.5 Goals

1) Operate the rental housing program in a financially sustainable manner;

2) Address the need and demand for on-reserve rental housing in a fair, equitable and transparent manner;

3) Reduce and eliminate all arrears by 2020;

4) Reduce dependence of the rental housing program on CMHC funding;

5) Move towards the securitization of rental revenue streams to support the identification and leveraging of alternative financing options;

6) Provide First Nation members with safe, secure and affordable rental housing that meets the minimum standards of health and safety;

7) Provide rental housing for those who are not in a position to purchase or build their own home;

8) Protect and extend the lifecycle of rental housing through robust construction, maintenance, repairs, inspections, assessments and insurance policies;

9) Communicate effectively with First Nation Members, Tenants and Authorized Occupants in setting, monitoring and evaluating housing goals, objectives and strategies;

10) Provide rental housing that reflects the desires and aspirations of the Gwa'sala-'Nakwaxda'xw First Nation members; and

11) Share the responsibility for rental housing between the Gwa'sala- 'Nakwaxda'xw First Nation and the tenants and occupants.

3.6 Principles of Program Administration

3.6.1 Procedural Fairness

In the context of the first nation rental housing program, Procedural Fairness includes:

1) Notice

Before making a rental housing decision, the Gwa'sala-'Nakwaxda'xw First Nation shall provide to affected individuals notice that affords a reasonable opportunity to know the case to be made and to respond to that case.

2) Right to be Heard

Before making a rental housing decision, the Gwa'sala-'Nakwaxda'xw First Nation shall provide affected individuals a reasonable opportunity to put forward their case as part of the decision-making process.

3) He Who Hears Must Decide

The same person who evaluates the evidence, the parties' arguments and the issues at hand in a proceeding must decide that proceeding.

4) Delay

The Gwa'sala-'Nakwaxda'xw first nation shall administer the rental Housing Program without undue delay.

5) Legitimate Expectations

Where the First Nation makes clear, unambiguous and unqualified representations about the administrative process that it will follow, it shall comply with those representations provided that they are procedural and do not conflict with the mandate of the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Program.

6) Non-Discrimination and Impartiality

a) The rental housing decisions made by the Gwa'sala- 'Nakwaxda'xw First Nation shall strictly adhere to the Rental Housing Policy, the Residential Tenancy Agreement, the Canadian Human Rights Act RSC 1985, c H-6 and all other applicable Acts, laws, by-laws, standards, codes, rules or regulations adopted by the policy; and

b) Rental housing decisions shall be impartial and free from bias, actual or perceived.

3.6.2 Due Diligence

Authorized Representatives of the Gwa'sala-'Nakwaxda'xw First Nation housing Department, Applicants, and tenants and Authorized Occupants shall exercise due diligence and take reasonable care (act in good faith) TO:

1) Ensure that all parties have a common understanding of the facts, investigate all relevant aspects of an issue and make informed decisions before moving forward; and

2) Exercise care to the avoid harm to the rental units and properties.

3.6.3 Good Faith

Authorized representatives of the Gwa'sala-'Nakwaxda'xw First Nation Housing Department, Applicants, Tenants and Authorized Occupants shall:

1) Act honestly, openly, and without hidden or ulterior motives;

2) Raise issues in a fair and timely way;

3) Be constructive and cooperative;

4) Be proactive in providing each other with relevant information and consider all information provided;

5) Respond promptly and thoroughly to reasonable requests and concerns;

6) Keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behavior; and

7) Treat each other respectfully.

3.6.4 Tenant Support

The Housing Department shall, within the resources available, support Tenant(s) who are proactively seeking assistance to address any rental housing issues before they become problems:

1) The Housing department shall work with other Gwa'sala- 'Nakwaxda'xw First Nation departments or support organizations, to identify any available options to support the Tenant(s) in resolving potential defaults.

2) For Tenants seeking assistance, the Housing Department shall direct the Tenants to any available resources to support the Tenant(s) in resolving potential defaults.

3) Where the Tenant(s) agree, the Tenant(s) shall sign a waiver authorizing the Housing Department to share information related to the Tenant's account/default/issue with the Gwa'sala-'Nakwaxda'xw First Nation department or other support organization.

3.6.5 Records Management

The Housing Department shall securely and transparently maintain the following records (3.6.5 (1-3)), as they relate to the provision of on-reserve rental housing:

1) Operational Records

a) Day-to-day operational information;

b) Building records; and

c) Minutes of meetings.

2) Administrative Records

a) Reports and agreements;

b) Insurance information; and

c) Financial reports and information.

3) Applicant and Tenant Records

a) Residential Tenancy Agreements;

b) Correspondence between the Housing Committee, Housing Department, Tenants and Applicants;

c) Copies of all information, notices and forms concerning applicants and Tenants that is compiled during the course of application and/or tenancy;

d) Written records of all notices, interactions, whether verbal, phone, email or other correspondence between the Tenant(s) and the Gwa'sala-'Nakwaxda'xw First Nation; and

e) Written records of all attempts to contact the Tenant(s) by phone, shall be recorded, dated and added to the Tenant file.

4) Retention and destruction

In accordance with record keeping requirements of the Canada Revenue Agency, the Housing Department shall securely and transparently keep the above listed records (3.6.5 (1-3) at the Gwa'sala-'Nakwaxda'xw First Nation Administration Office for a minimum period of seven years.

3.6.6 Community Engagement

The Gwa'sala-'Nakwaxda'xw First Nation shall communicate effectively and inclusively with the community members in the setting, monitoring and evaluating goals, objectives and strategies. Communication shall include but, is not limited to:

1) Ongoing community opportunities to suggest improvements to the delivery of rental housing through annual workshops, surveys and suggestion drop boxes;

2) Posting Quarterly Housing Reports in the administration office and on the website;

3) Posting Housing Committee Meeting Minutes in the administration office and making hard copies available; and

4) Tenant Counseling and Training.

3.7 Types of Rental Housing Administered

3.7.1 Single Family Dwellings

120

3.7.2 Multi-Unit Residential

10

3.7.3 Emergency Housing

Unit #317

3.7.4 Transitional Housing

None

3.7.5 Elders Housing

None

3.7.6 Special Need Housing

None

3.8 Construction Financing

3.8.1 Government

CMHC, Section 95 non-profit Housing, AANDC, Band Administered Housing and Individual Bank Mortgages.

3.8.2 Financial Institutions

CMHC - All Nations Trust Company, Royal Bank of Canada, Coastal Community Credit Union, CIBC, Bank of Nova Scotia.

3.8.4 Gwa'sala-'Nakwaxda'xw First Nation

Gwa'sala-'Nakwaxda'xw provides a guarantee on behalf of a first nation member for a personal loan to build their own house, Gwa'sala- 'Nakwaxda'xw Band Trust Fund.

**4 Amendments**

4.1 Amendment Procedures

1) Where amendments to this Rental Housing Policy or the Residential Tenancy Agreement may be required, the Housing Department shall present the proposed amendments to the Housing Committee for review.

2) Proposed amendments shall be posted publicly for 30 days and included in the community newsletter to allow for community input.

3) The Housing Committee may consult with the Housing Department and/or First Nation members to discuss the nature of any proposed amendments.

4) The Housing Committee shall host an Annual Housing Policy Review meeting to update community members on proposed and enacted amendments.

5) Amendments take effect the date they are approved by the Gwa'sala- 'Nakwaxda'xw First Nation Chief and Council.

6) Where an amendment is approved, the Housing Department shall note the amendment on the appropriate policy amendment list, in the format noted below.

7) For this Rental Housing Policy, the amendment list shall precede the table of contents, until such time as the policy is updated with the amendments.

8) For the Residential Tenancy Agreement, the amendments shall be made to the agreement upon approval.

9) Amendments shall be numbered consecutively by date of approval by Housing Department until such a time that a new issue of the policy is released which contains all of the amendments listed.

10) The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

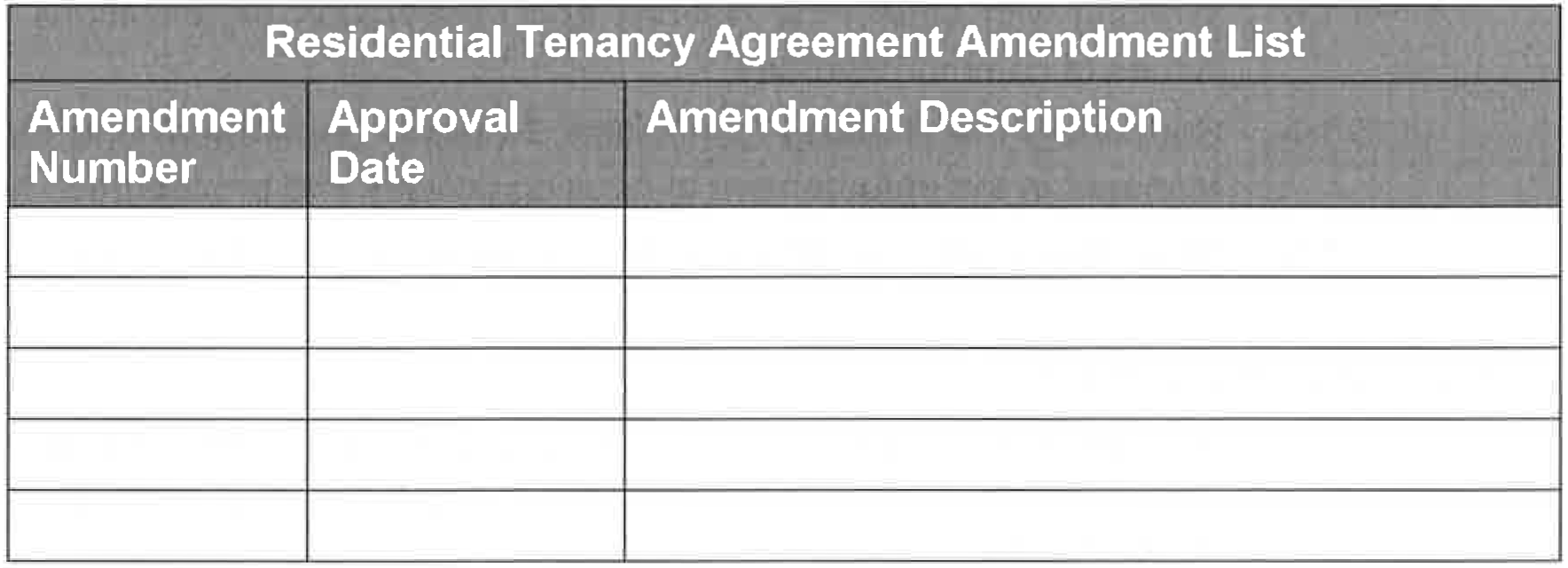
11) Where the amendment relates to a rent increase, the Housing Department shall notify tenants in writing a minimum of 30 days prior to the effective date of the rental increase, as set out in Section 12.5 of this Rental Housing Policy.

4.2 Rental Housing Policy Amendment List.

**Rental Housing Policy Amendment List**

|  |  |  |
| --- | --- | --- |
| **Amendment Number** | **Approval Date** | **Amendment Description** |
| 2017-062903 | June 29, 2017 | Flat Rate Rental Regime recommendation for all band-owned units on the Social Development program |
|  |  |  |
|  |  |  |
|  |  |  |

4.3 Residential Tenancy Agreement Amendment List.



4.4 Documented Clarifications

In cases where the intent and meaning of a particular Section of the Rental Housing Policy or Residential Tenancy Agreement is not clear, the Housing Committee may clarify the intent and meaning through a Documented Clarification.

**5 ROLES AND RESPONSIBILITIES**

5.1 Chief and Council

5.1.1 Ensuring that the Housing Committee, Housing Department and the Housing Manager adhere to the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy;

5.1.2 Reviewing and approving housing goals, objectives, strategies and budgets related to the delivery and administration of housing programs and services;

5.1.3 Reviewing and approving housing policies, procedures and amendments. When considering new policies or amendments to existing policies, Chief and Council shall provide an opportunity for Members to share their views on such policies;

5.1.4 Identifying and lobbying for new and ongoing housing funds and programs;

5.1.5 Identifying new approaches to the delivery of on-reserve rental housing;

5.1.6 Working with other First Nations and First Nation organizations to resolve issues of common purpose;

5.1.7 Supporting the Housing Committee, Housing Department and the Housing Manager in the enforcement of housing policies and procedures; and

5.1.8 Ensuring all housing programs and services are provided as intended.

5.2 Housing Committee

5.2.1 Operating in accordance with the Gwa'sala-'Nakwaxda'xw First Nation Housing Committee Terms of Reference established and adopted by Chief and Council August 13, 2015 (Appendix C);

5.2.2 Adhering to the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy;

5.2.3 By April 1st of each calendar year, holding the Annual Housing Applications Priority Rating Meeting to score rental housing applications that have been reviewed and prepared by the Housing Department, as set out in Section 8 of this Rental Housing Policy;

5.2.4 Allowing the Housing Department to deliver and administer housing programs as set out in the adopted policies and procedures;

5.2.5 Ensuring accessibility of the Committee and its operations to members of the community;

5.2.6 Making housing policy and procedure amendment recommendations to Chief and Council regarding all aspects of the administration of the First Nation's housing portfolio; and

5.2.7 Developing and supporting implementation of a long term housing strategy.

5.3 Housing Department/Manager

5.3.1 Ensuring that quorum will be reached for all scheduled meetings of the Housing Committee;

5.3.2 Adhering to the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy;

5.3.3 Administering the rental housing program by applying the program policies and procedures and fulfilling work plans and job descriptions;

5.3.4 Reviewing all applications for rental housing to ensure completeness and eligibility;

5.3.5 Preparing all rental housing applications for review and scoring by the Housing Committee;

5.3.6 Based on scores provided by the Housing Committee, creating the Annual Priority Waitlist and notifying potential Tenants of their:

1) Annual Application Number;

2) Priority Rating (score) assigned by the Housing Committee; and

3) Position on the Annual Priority Waitlist.

5.3.7 Ensuring that the Tenant(s) is/are provided with copies of the signed and dated Agreement, the Rental Housing Policy and all applicable Acts, by­ laws, standards, codes, rules or regulations;

5.3.8 Carrying out or overseeing repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Repair Schedule of Responsibilities (Appendix B Residential Tenancy Agreement);

5.3.9 Monitoring the effectiveness of housing policies and programs;

5.3.10 Researching new program options and issues that may impact delivery of the housing program;

5.3.11 Recommending policy amendments to the Housing Committee, as needed;

5.3.12 Supporting the Housing Committee in annual review of housing goals, objectives, strategies, policies and procedures;

5.3.13 Supporting the Housing Committee in developing a long term housing strategy;

5.3.14 Implementation of a long term housing strategy;

5.3.15 Preparing annual reports and budgets as required;

5.3.16 Planning and carrying out community meetings on housing programs or services; and

5.3.17 Providing information and counseling for Tenants who require assistance in understanding and assuming their housing responsibilities.

5.4 Tenants

5.4.1 Signing and abiding by the terms and conditions of the Residential Tenancy Agreement, this Rental Housing Policy and those acts, laws, by-laws, standards, codes, rules or regulations related to the policy;

5.4.2 Understanding that the Residential Tenancy Agreement creates a landlord and tenant relationship and confers no rights of ownership whatsoever, whether land, structures, utilities or improvements;

5.4.3 Exercising the role of Tenant(s) with due diligence and in good faith, as set out Section 3.6.2 and 3.6.3 of this Rental Housing Policy;

5.4.4 Ensuring that all Occupants and Guests:

1) Are authorized, as set out in Section 10 of this Rental Housing Policy; and

2) Abide by the Residential Tenancy Agreement, Rental Housing Policy and the Occupant Covenants.

5.4.5 Carrying out maintenance and repairs as detailed in the rental agreement and the Maintenance and Repair Schedule (Appendix B) and notifying the Housing Manager, as set out in Section 24.2.2 of this rental housing policy, of any required maintenance or repairs that are the responsibility of the Gwa'sala- 'Nakwaxda'xw First Nation;

5.4.6 Participating in unit condition assessments as set out in Section 27 of this rental housing policy;

5.4.7 Providing the Housing Department with confirmation of persons occupying the rental unit annually, or immediately upon a change of occupants as detailed in Section 10 of this Rental Housing Policy;

5.4.8 Inform the Housing Department of all planned absences from the unit, as set out in Section 29 of this Rental Housing Policy;

5.4.9 For Tenants eligible for Income Assistance, providing verification of household income annually or within 30 days of a change, as set-out in Section 12.3.4 of this Rental Housing Policy;

5.4.10 Not jeopardizing the right of neighboring Tenants, Occupants and home owners to the quiet enjoyment of their dwelling, as set out in Section 31 of this rental housing policy; and

5.4.11 Not engaging in any activities prohibited by any law of the Gwa'sala- 'Nakwaxda'xw First Nation or any law of general application that applies on- reserve, as set out in Section 32 of this Rental Housing Policy.

5.5 Occupants

5.5.1 Abiding by the Residential Tenancy Agreement and the Rental Housing Policy and those acts, by-laws, standards, codes, rules or regulations related to the policy; and

5.5.2 Signing and meeting the conditions set out in the Occupant Covenants (Appendix A) of the Residential Tenancy Agreement.

5.6 Long-Term Guests

Abiding by the Residential Tenancy Agreement and the Rental Housing Policy and those acts, by-laws, standards, codes, rules or regulations adopted by the policy.

5.7 Short-Term Guests

Abiding by the Residential Tenancy Agreement and the Rental Housing Policy and those acts, by-laws, standards , codes , rules or regulations adopted by the policy.

5.8 Gwa'sala-'Nakwaxda'xw First Nation Members

5.8.1 Contributing views on existing and future housing programs; and

5.8.2 Supporting implementation of housing goals, objectives, policies and procedures as approved by Chief & Council.

5.9 Contractors

5.9.1 Constructing and repairing the housing assets and land improvements for the Gwa'sala-'Nakwaxda'xw First Nation in accordance with the building code and standards adopted by THE Gwa’sala-’Nakwaxda’xw First Nation;

5.9.2 Honoring contracts;

5.9.3 Being bondable; and

5.9.4 Hiring and training Gwa'sala-'Nakwaxda'xw First Nation members;

5.10 Certified Independent Building Inspectors

5.10.1 Adhering to policy and procedure of Gwa'sala-'Nakwaxda'xw First Nation;

5.10.2 Maintaining certification;

5.10.3 Honoring services as per laws and adopted codes; and

5.10.4 Understanding that they will be held financially responsible should their inspections be wrong or skewed.

**6 ELIGIBILITY REQUIREMENTS**

6.1 Eligibility Requirements

In order to be eligible to apply to occupy a rental unit owned and operated by the Gwa'sala-'Nakwaxda'xw First Nation, a potential Applicant must:

6.1.1 Be a member of the Gwa'sala-'Nakwaxda'xw First Nation whose name appears on the Gwa'sala-'Nakwaxda'xw First Nation Band List or is entitled to appear on the Gwa'sala-'Nakwaxda'xw First Nation Band List as set out in Section 6(1) of the Indian Act;

6.1.2 Be in compliance with the Gwa'sala-'Nakwaxda'xw First Nation Residency Code;

6.1.3 Be 18 years of age or older;

6.1.4 Occupy only one (1) Gwa'sala-'Nakwaxda'xw First Nation rental housing unit at a time;

6.1.5 Not be applying with the intent to sublet;

6.1.6 Be in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation; and

6.1.7 Complete an application for Rental Housing Application (Appendix D), as set out in Section 7 of this Rental Housing Policy.

6.2 Non-Members

Provide details on policy and procedures that relate to the eligibility of non-members to apply for an on-reserve rental unit.

6.3 Previously Evicted Members

Gwa'sala-'Nakwaxda'xw First Nation members who have been previously evicted may be eligible 1 years after the date of the eviction, providing that the member is in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation.

6.4 Outstanding Accounts/Poor Financial Standing

6.4.1 A potential applicant with rental arrears owing to the Gwa'sala- 'Nakwaxda'xw First Nation is not eligible to apply for rental housing until either:

1) The rental arrears have been paid in full; or

2) The potential applicant has:

a) Entered into an Arrears Repayment Agreement as set out in Section 13.2 of this Rental Housing Policy; and

b) Has paid the agreed upon monthly installments on the due date of the installments for a minimum of 12 consecutive months.

6.4.2 A potential applicant with outstanding loans, debts or accounts relating to water, sewer, taxes, land lease fees or any other type of fees-for-service is not eligible to apply for rental housing until either:

1) The outstanding accounts have been paid in FULL; or

2) The potential applicant has:

a) Entered into an agreement with the Gwa'sala-'Nakwaxda'xw First Nation to repay the outstanding account(s); and

b) Has paid the agreed upon monthly installments on the due date of the installments for a minimum of 12 consecutive months.

6.4.3 A potential applicant with any outstanding accounts relating to tenant damage to a rental unit must pay the account in full in order to be eligible to apply to occupy rental housing.

7 APPLICATION PROCEDURES

7.1 Annual Intake of Applications

7.1.1 By end of the business day on March 1st of each calendar year, Applicants who wish to be considered for rental housing for that calendar year are required to submit a Rental Housing Application (Appendix D) to the Housing Department.

7.1.2 Applicants that do not submit a Rental Housing Application by the application deadline will not be assigned a Priority Rating and will not be added to the Annual Priority Waitlist for that calendar year.

7.1.3 Applications shall be submitted and received at the Gwa'sala-'Nakwaxda'xw First Nation Administration office.

7.1.4 Each application shall be date and time stamped and held securely.

7.1.5 Applications received by the Gwa'sala-'Nakwaxda'xw First Nation Administration office shall be passed to the housing Department.

As part of completing an application, the Applicants:

7.1.6 Shall provide written verification of gross household income.

7.1.7 Shall provide letters of reference from their most recent landlord(s) that confirms Residential Tenancy Agreement compliance for 2 consecutive years;

7.1.8 Where a formal Residential Tenancy Agreement has not being in place, the applicant can supply a reference with which the Housing Department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a rental unit as a Tenant;

7.1.9 May be required to complete an affordability analysis with the Housing Department in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charge;

7.1.10 May provide letters of good standing from other departments of the Gwa'sala-'Nakwaxda'xw First Nation;

7.1.11 Shall provide documented proof of adoption or guardianship for any dependents that would be residing in the rental unit; and

7.1.12 May be required to undergo a credit or criminal record check.

7.2 Review of Applications for Eligibility and Completeness

7.2.1 Within 30 working days of the deadline, the Housing Department shall review the applications and:

1) Confirm that each application includes all of the required information;

2) If necessary, contact applicants to request further information to complete the application; and

3) Provide written notification to the applicants to either:

A) Confirm eligibility; or

B) Comment on reasons for ineligibility.

7.3 Incomplete Applications

7.3.1 Incomplete applications held by the Housing Department shall be considered inactive until such time as the applicant provides the missing information.

**8 Rental Housing Allocation Procedures**

Rental Housing Allocation Procedures define the process by which rental housing is allocated to Eligible Applicants.

8.1 Priority Rating Criteria and Points Allocation System

The following Priority Rating Criteria and Points Allocation System shall be used by the Housing Committee to determine the Priority Rating of Eligible Applicants:

Residency

1) Applicant residence in the community

2) Applicant employment in the community

Household

3) Size of household

4) Family on Social Assistance

5) Single parent on Social Assistance

6) Working single parent

7) Working two parent family

8) Working couple

Health, Safety and Emergencies

9) Current Residence is overcrowded

10) Applicant or dependent has a medical condition

11) Applicant or dependent has a disability

12) Current residence is unsafe for applicant and dependents (domestic violence)

13) Current residence has public health issues (mould)

14) Applicant is homeless

15) Loss of home due to Catastrophe

Financial Standings

16) Financial Standing of the Applicant with the First Nation

Due Diligence and Personal Character

18) Application Activity Ratio

19) Personal Character

20) Previous Evictions from Gwa'sala-'Nakwaxda'xw First Nation Rental Housing

References

21) Rental History of the Applicant(s)

8.2 Procedural Fairness and Human Rights in the Allocation of Rental Housing

All decision-making in the Allocation of Rental Housing, by the Housing Department, Housing Committee and Chief and Council shall:

1) Strictly adhere to the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy; and

2) Be impartial and free of discrimination, as set out in the Canadian Human Rights Act (see also Section 2.4 of this Rental Housing Policy).

8.3 Preparing Applications for Priority Rating by the Housing Committee

8.3.1 By March 15 of each calendar year, the Housing Department shall have prepared and submitted , to the Chairperson of the Housing Committee, all Eligible Applications to be reviewed and priority rated by the Housing Committee.

8.3.2 In preparing hard copies of the applications, the Housing Department shall:

1) Blackout the contact information on each application, so as to maintain the confidentiality of the Applicants when being assigned a Priority Rating by the Housing Committee; and

2) Assign an Annual Application Number to confidentially identify each application on the Annual Priority Waitlist.

8.3.3 Information blacked out by the Housing Department shall include the following:

1) Membership Status Number; and

2) All Names, Addresses, Phone Numbers and Genders.

8.3.4 The Housing Department may organize applications based eligibility for each type and size of available rental units.

8.4 Priority Rating of Applications

8.4.1 By April 15, of each calendar year, the Chairperson of the Housing Committee shall have called and presided over the Annual Application Priority Rating Meeting of the Housing Committee.

8.4.2 The Annual Application Priority Rating Meeting of the Housing Committee shall be open to First Nation Community Members in accordance with the Observer Protocol set out in Section 9.5 of the Gwa'sala-'Nakwaxda'xw First Nation Housing Committee Terms of Reference.

8.4.3 The Housing Committee shall Priority Rate (score) Eligible Applications in accordance with the Priority Rating Criteria and Points Allocation System set out in Section 8.1 of this Rental Housing Policy by completing a Priority Rating Score Sheet (Appendix E) for each Eligible Application.

8.4.4 If, in the opinion of the Housing Committee, the Priority Ratings of two (2) applications are equal, the application that was submitted first based on the date and time stamps shall receive the higher priority rating.

8.4.5 Upon completion of the Annual Application Priority Rating Meeting, the Chairperson of the Housing Committee shall, without delay, submit the priority rated applications to the Housing Department.

8.4.6 In the event that the Annual Application Priority Rating Meeting requires more than one meeting, the priority rated applications shall be securely held by the Housing Department between meetings.

8.5 Updating the Annual Priority Waitlist

8.5.1 By April 15th of each year, the Housing Department shall:

1) Update the Annual Priority Waitlist by ordering the applications in descending order (from highest to lowest priority) based on the Priority Rating (score) assigned and provided by the Housing Committee.

2) Notify, in writing, all Eligible Applicants of their:

a) Annual Application Number;

b) Priority Rating (score) assigned by the Housing Committee; and

c) Position on the Annual Priority Waitlist.

3) Upon request, provide an Applicant with a copy of their Priority Rating Score Sheet (Appendix E).

8.6 Offering a Rental Unit

8.6.1 When a rental housing unit becomes available within the calendar year, the Housing Department shall issue a Letter to the Eligible Applicant on the Annual Priority Waitlist that has the highest Priority Rating.

8.6.2 Upon notification, a successful applicant shall have 30 working days to:

1) Make an appointment with the Housing Department to meet with the Housing Manager; for

2) An in-person meeting to begin Occupancy Procedures.

8.6.3 The Housing Department shall make the following documents available to the applicant(s), to prepare for the Tenancy Orientation, set out in Section 9.3 of the Rental Housing Policy:

1) The Residential Tenancy Agreement;

2) The Rental Housing Policy;

3) Maintenance and Repair Schedule of Responsibilities;

4) Occupant Covenants; and

5) Any other applicable acts, laws, by-laws, standards, codes, rules or regulations.

8.7 Forfeiting an Offer

8.7.1 Failure by the applicant to make the above arrangements within 30 working days of notification of approval will result in:

1) The offer being forfeited and the rental unit being offered to the next Eligible Applicant on Annual Priority Waitlist; and

2) The application being removed from the Annual Priority Waitlist and the Applicant being ineligible to apply for rental housing for 1 year.

**9 Occupancy Procedures**

9.1 Guidelines

9.1.1 The Housing Department and the Tenant(s) shall work together, exercising due diligence and in good faith, as set out Sections 3.6.2 and 3.6.3 of this Rental Housing Policy, to complete the Occupancy Procedures.

9.1.2 Occupancy Procedures must be completed within 30 working days of an offer having being accepted by the Applicant(s).

9.1.3 Failure of the Applicant(s) to complete all steps of the Occupancy Procedures within the Specified timeframe will result in the application being forfeited as set out in Section 8.7 for this Rental Housing Policy.

9.1.4 Steps 9.2 - 9.9 must be completed before the Residential Tenancy Agreement can be signed and dated (Step 9.10) and occupancy granted (Step 9.11).

9.1.5 Tenancy does not commence until the Applicant(s) have completed all steps of the Occupancy Procedures.

9.2 Tenancy Orientation

9.2.1 The Eligible Applicant(s) is/are responsible to prepare for the Tenancy Orientation by:

1) Reviewing and preparing any questions they have regarding the documents provided by the Housing Department in Section 8.6.3 of this Rental Housing Policy;

2) Preparing any questions they may have about the roles, rights and responsibilities of Tenants(s);

3) Preparing any questions they may have about the roles, rights responsibilities of the gwa'sala-'nakwaxda'xw First Nation (the landlord); and

4) Ensuring that all potential adult Occupants listed on the Rental Housing Application have agreed to, signed and dated the Occupants Covenants (Appendix A of the Residential Tenancy Agreement).

9.2.2 The Housing Department shall complete an in-person meeting with the Applicant(s) to review and answer questions regarding:

1) The Residential Tenancy Agreement;

2) The twelve (12) month term of the Residential Tenancy Agreement and the requirement for the agreement to renewed (a new agreement signed) on an annual basis;

3) The Rental Housing Policy;

4) The Maintenance and Repair Schedule of Responsibilities;

5) Authorized Occupants;

6) Occupant Covenants;

7) Tenant's Content Insurance;

8) Applicable Matrimonial Real Property Laws; and

9) All other applicable by-laws, standards, codes, rules or regulations.

9.3 Signing of the Occupant Covenants

9.3.1 At the Tenancy Orientation meeting, the Eligible Applicant(s) must provide the Housing Department the original copies of the Occupant Covenants that have been agreed to, signed and dated by all potential adult occupants listed on the Rental Housing Application.

9.3.2 Potential adult occupants that do not agree to, sign and date the Occupant Covenants shall not be authorized to occupy a rental unit.

9.3.3 Tenants are required to ensure that Authorized Occupants review, date and sign a current copy of the Occupant Covenants, annually, or any time the Residential Tenancy Agreement is renewed.

9.3.4 For potential minor or dependent occupants, the Occupant covenants may be signed on their behalf by their Parent or Guardian.

9.4 Signing of the Maintenance and Repair Schedule of Responsibilities

9.4.1 The Housing Department and the Eligible Applicant(s) shall review the roles and responsibilities for maintenance and repairs as set out in Section 24 of this Rental Housing Policy, the Residential Tenancy Agreement, The Occupants Covenant, and the Maintenance and Repair Schedule of Responsibilities (Appendix A&B of the Residential Tenancy Agreement) , and:

1) Jointly review and initial each Section of the applicable (Single Family Dwelling or Multi-Unit Residential) Maintenance and Repair Schedule of Responsibilities.

2) Sign and date a copy of the applicable (Single Family Dwelling or Multiunit Residential) Maintenance and Repair Schedule of Responsibilities.

9.4.2 A copy of the signed and dated Maintenance and Repair Schedule of Responsibilities shall be provided to the Applicant(s) and the original shall be added to the Tenant(s) file.

9.5 Registering Utilities and Housing Charges

The Applicant(s) shall provide the Housing Department with documented verification that all utilities and other housing charges have been registered in the name of the Tenant(s).

9.6 Move-In Assessment

9.6.1 As set out in Section 27.3 of this Rental Housing Policy, the Housing Department and the Eligible Applicant(s) shall complete a Move-In assessment.

9.6.2 Every effort shall be made to accommodate the Eligible Applicant's preferred assessment date however the Housing Department may complete the a Unit Assessment Report without the Eligible Applicant(s), if the Housing Department has provided notice as set out in Section 27.2 and the Tenant(s) does/do not participate.

9.6.3 As set out in Section 27.2, the right of the Eligible Applicant (s) or the Gwa'sala-'Nakwaxda'xw First Nation to claim against the security deposit or pet damage deposit is extinguished if that party does not participate in a rental unit assessment.

9.7 Damage Deposit

9.7.1 As security against possible damage, potential arrears or other housing charges that may occur during the tenancy:

1) The Applicant(s) shall provide to the Gwa'sala-'Nakwaxda'xw First Nation payment of a security deposit, equal to 1/2 monthly rental payment(s), as specified in Section 8 of the Residential Tenancy Agreement;

2) if applicable, the Applicant(s) shall provide to the Gwa'sala- 'Nakwaxda'xw First Nation payment of a pet damage, as specified in Section 9.1 of the Residential Tenancy Agreement; and

3) The Gwa'sala-'Nakwaxda'xw First Nation shall issue the applicant(s) a receipt for the security deposit and, if applicable, the pet damage deposit.

9.7.2 The Gwa'sala-'Nakwaxda'xw First Nation agrees:

1) To hold security and pet damage deposits securely and in good faith for the duration of the tenancy;

2) To repay the security and pet damage deposits to the Tenant within 30 days of the termination of the Residential Tenancy Agreement, unless:

a) The Tenant(s) agree in writing to allow the Housing Department to keep an amount as payment for unpaid rent or damage; or

b) Within 30 days of the end of the Residential Tenancy Agreement, the Housing Department claims some or all of the security deposit or pet damage deposit.

9.7.3 The 30 day period on the later of:

1) The date the tenancy ends; or

2) The date the Housing Department receives the Tenant's forwarding address in writing.

9.7.4 If the First Nation does not comply with subsection (9.7.2), it may not make a claim against the security deposit or pet damage deposit.

9.8 Rental Payment Methods

9.8.1 Tenants are encouraged to pay rent using Pre-Authorized Debit as set out in Section 12.3.2 of this Rental Housing Policy.

9.8.2 Tenants who are employees of the Gwa'sala-'Nakwaxda'xw First Nation are encouraged to pay rent using an Authorization for Deduction form, as set out in Section 12.3.3 of this Rental Housing Policy.

9.8.3 Prior to signing the Residential Tenancy Agreement the Applicant(s) must:

1) Select one of the rental payment methods set out in Section 12.3 of this Rental Housing Policy.

2) Open a rental payment account with the finance department.

9.9 Payment of First Month's Rent

9.9.1 The Applicant(s) shall provide to the Gwa'sala-'Nakwaxda'xw First Nation payment of the first month's rent, as specified in Section 7.1 of the Residential Tenancy Agreement and Section 12.3 of this Rental Housing Policy.

9.9.2 If the tenancy is not commencing on the first day of the month, the first month's rent payment shall be prorated based on days remaining in the month.

9.9.3 The Gwa'sala-'Nakwaxda'xw First Nation shall issue the applicants a receipt for the rent payments.

9.10 Signing of the Residential Tenancy Agreement

9.10.1 Upon completion of steps 9.2 through 9.9, the Residential Tenancy Agreement shall be signed and each page initialed by:

1) The Tenant(s);

2) The Housing Manager;

3) The Director of Public Works; and

4) Witness.

9.10.2 Upon signing of the Residential Tenancy Agreement, the Housing Department shall confirm that the applicant(s) are in possession of the following documents:

1) A copy of the initialed, signed and dated Residential Tenancy Agreement;

2) A copy of the initialed, signed and dated Maintenance and Repair Schedule of Responsibilities;

3) A copy of the Rental Housing Policy; and

4) Copies of any applicable Acts, laws, by-laws, standards, codes, rules or regulations.

9.11 Granting Occupancy

9.11.1 Upon completion and signing of the Residential Tenancy Agreement, the Housing Department shall pass a copy the keys of the unit to the applicant(s) who may now assume the role of Tenant(s).

9.11.2 Keys, locks and access to the rental unit and property by the Gwa'sala- 'Nakwaxda'xw First Nation (Landlord) are subject the conditions set out in Sections 33-35 of this Rental Housing Policy.

9.12 Granting Ownership of Band Owned Units

9.12.1 Ownership may be granted to the Tenant(s) under the following circumstances:

a) The Tenant(s) is/are in good financial standings with the Gwa'sala- 'Nakwaxda'xw First Nation; and

b) The Mortgage has been paid in full with no outstanding balance; and

c) The Tenant(s) agree to pay a sum of $1.00 to the Gwa'sala- 'Nakwaxda'xw First Nation for the desired unit; and

d) The Tenant(s) agree to take full responsibility for the unit once ownership has been granted to the member: and

e) The Tenant(s) receives a signed Band Council Resolution signed by Chief & Council stating the transfer of ownership to the Gwa'sala- 'Nakwaxda'xw First Nation Member.

9.12.2 Where the premises includes land, this does not convey ownership of the land in any form, nor shall it be considered an allocation of the land by the Gwa'sala-'Nakwaxda'xw First Nation in accordance with Section 20 of the Indian Act or any laws duly created and enacted by the Gwa'sala-'Nakwaxda'xw First Nation.

**10 Occupancy Standards**

OCCUPANCY STANDARDS ADOPTING NOS.

10.1 Occupancy Requirements

This Rental Housing Policy adopts the Canadian National Occupancy Standard (NOS) requirements, where housing is considered to be appropriate or suitable when it has enough bedrooms for the size and make-up of resident households. This includes being designed to accommodate any special needs the residents may have based on physical or mental abilities. Enough bedrooms based on NOS requirements means:

1) There shall be no more than 2 or less than 1 person per bedroom.

2) Spouses and couples share a bedroom.

3) Parents do not share a bedroom with children.

4) Dependents aged 18 or more do not share a bedroom.

5) Dependents aged 5 or more of opposite sex do not share a bedroom.

10.2 Authorized Occupants

10.2.1 For individuals to be considered for approval as Authorized Occupants, they must:

1) Have submitted, and been approved for, an Occupant Move-In Request (Appendix E), as set out in Section 10.2.4 of this Rental Housing Policy.

2) Be listed on the signed and dated Residential Tenancy Agreement; and

3) Have agreed to, signed and dated an original copy of the Occupant Covenants.

10.2.2 The Tenant(s) shall provide verification of household composition (number of persons occupying the rental unit) annually, or as requested, to the Housing Department.

10.2.3 Where the Residential Tenancy Agreement lists more than one adult as Tenant(s) and where an adult tenant so listed vacates the unit the remaining Tenant(s) shall notify the Housing Department of the change so that the Housing Department can amend the Tenants listed on the Residential Tenancy Agreement.

10.2.4 Where a Tenant(s) wishes to have an additional occupant who is not listed in the Residential Tenancy Agreement occupy the unit they shall, with the potential occupant, jointly submit an Occupant Move-In Request (Appendix E) to the Housing Department. The request shall provide detail on the additional person including:

1) Age;

2) Gender;

3) Family relation to the current occupants;

4) Reason for move-in request; and

5) Financial responsibilities of the potential occupant (if over 18 years of age).

10.2.5 The Housing Department reserves the right to refuse the requests for additional occupants, where granting the request would create an overcrowded situation.

10.2.6 Authorized Occupants that meet eligibility requirements as set out in Section 6 of this Rental Housing Policy may be permitted to sign the Residential Tenancy Agreement as a co-tenant.

10.2.7 Where the Tenant(s) is/are accessing the Shelter Allowance portion of Income Assistance, the Housing Department shall inform the Social Development Department of any:

1) Changes to Authorized Occupants in the rental unit; and

2) Any reported changes in household income as a result of the changes to the Authorized Occupants in a rental unit.

10.3 Short-Term Guests

10.3.1 Tenant(s) shall be permitted to allow a Short-Term Guest (a person who is not listed in the Residential Tenancy Agreement to occupy the rental unit on a temporary basis not to exceed 90 consecutive days.

10.3.2 Tenant(s) are responsible for the conduct of all Short-Term Guests, which must be in accordance with the terms of the Residential Tenancy Agreement and this Rental Housing Policy.

10.4 Long-Term Guests

10.4.1 For periods longer than 90 days, Tenant(s) shall submit a written request to the Housing Department requesting approval for the Long-Term Guest (a person who is not listed in the Residential Tenancy Agreement). The request must be submitted 30 days before expiry of the allowable Short-Term Guest occupancy of 90 days.

1) Where the Housing Department determines that continued occupancy by the Long-Term Guest creates an overcrowded situation, the request shall be denied, and the Tenant(s) notified, in writing, within 15 working days of the decision.

2) Where the Housing Department approves the request, the additional period of temporary occupancy for the Long-Term Guest shall be confirmed to the Tenant(s), in writing, within 30 working days of the decision.

3) Tenant(s) are responsible for the conduct of all Long-Term Guests, which must be in accordance with the terms of Residential Tenancy Agreement and this Rental Housing Policy.

10.5 Termination of Tenancy for Unauthorized Occupancy

10.5.1 Permitting an unauthorized occupant to move into the unit without approval from the Housing Department, as set out in Section 10.2 of this Rental Housing Policy, shall trigger the Notice of Default Procedures set out in Section 15.4(1) of this Rental Housing Policy

10.5.2 Exceeding the period of temporary occupancy for a Long-Term Guest as set out in Section 10.4 of this Rental Housing Policy, shall trigger the Notice of Default Procedures set out in Section 15.4(1) of this rental housing policy.

**11 Tenant Communication and Counselling**

11.1 Annual Tenancy Renewal Meeting

11.1.1 As set out in Section 6 of the Residential Tenancy Agreement, the term of the Residential Tenancy Agreement is twelve (12) months.

11.1.2 One (1) month prior to the expiry of the twelve (12) month term, the Housing Department shall arrange for an Annual Tenancy Review Meeting to determine if there mutual agreement between the Gwa'sala- 'Nakwaxda'xw First Nation and the Tenant(s) to renew the tenancy for another twelve (12) months, and if so:

1) Review any housing issues or concerns;

2) Review the Residential Tenancy Agreement, the Rental Housing Policy, and any applicable acts, by-laws, standards, codes, rules or regulations adopted by the policy;

3) Confirm household composition; and/or

4) Sign, date and renew the Residential Tenancy Agreement for a period of twelve (12) months.

11.1.3 Tenant Participation

Tenants who do not participate in the Annual Tenancy Renewal Meeting or provide the required information will:

1) Not considered for renewal of the tenancy; and

2) Be required to vacate the Premises on or before the Tenancy End Date set out in Section 6 of the current Residential Tenancy Agreement.

11.1.4 Notice of Meeting

The Housing Department shall provide 10 working days written notice to the Tenant(s) requesting the Annual Tenancy Review Meeting at a mutually agreeable date, time and location.

11.2 Meetings at the Request of the Tenant

11.2.1 Tenant(s) may request a meeting with the Housing Department at any time to:

1) Review the Residential Tenancy Agreement, the Rental Housing Policy, and any applicable acts, by-laws, standards, codes, rules or regulations adopted by the policy;

2) Confirm household composition;

3) To make arrangements to address any concerns the tenant may have about upcoming rental payments; and/or

4) Review any housing issues or concerns.

12 RENT LEVELS AND OTHER HOUSING CHARGES

All Tenants are expected to contribute toward the cost of rental housing. Funds collected as rent payments shall be used to protect the First Nation's investment in rental housing, AS set out in Section 3.4 of this Rental Housing Policy.

12.1 Rent Levels

12.1.1 Single Family Dwellings (guesstimates)

Two Bedrooms $350-$450

Three Bedroom $450-$550

Four Bedroom $550-$650

five Plus Bedroom $650-$750

12.1.2 Multi-Unit Residential Dwellings (guesstimates)

Bachelor $300-$400

One Bedroom $400-$500

Two Bedroom $500-$600

Three Bedroom $600-$700

12.1.3 Emergency Housing (guesstimate)

5 Bedroom Single Family DWELLING $650-$750

12.1.4 Transitional Housing

N/A

12.1.5 Rent Geared to Income

Rent Geared to Income is calculated at 30% of income.

12.2 Rent Payment Responsibilities

12.2.1 Rent is due to be paid by the Tenant(s) to the Gwa'sala-'Nakwaxda'xw First Nation by the first working day of every month, as set out in Section 7.1 of the Residential Tenancy Agreement.

12.1.2 The Housing Department shall, on an annual basis, provide Tenants with a written statement of account confirming payments received and/or owed and payable for the previous calendar year.

12.3 Rent Payment Methods

12.3.1 Cash/Money Order/Certified Cheque

1) Payments made by cash, certified cheque or money order may be submitted in person at the First Nation Administration office or by mail.

2) Certified cheques or money orders are to be made payable to Gwa'sala-'Nakwaxda'xw First Nation.

Upon payment, the Housing Department shall issue a receipt.

12.3.2 Pre-Authorized Debit Applicants who wish to use Pre-Authorized Debit may complete, sign and date a Rent Debit Authorization Form.

12.3.3 Authorization for Deduction

Tenants who are employees of the Gwa'sala-'Nakwaxda'xw First Nation are encouraged to pay rent by completing, signing and dating an Authorization for Deduction Form (Appendix F).

12.3.4 Income Assistance Recipients

Where Tenants are in receipt of Income Assistance and eligible for Shelter Allowance, the Shelter Allowance portion will automatically be transferred to the Tenant's housing account on a monthly basis.

Where the rent deducted varies due to changes in the income and composition of the household, the Housing Department will be notified by Finance in a timely manner.

12.4 Other Housing Charges

Tenant(s) is/are responsible to pay for other housing charges as set out in Section 7.2 of the Residential Tenancy Agreement.

**13 Arrears**

13.1 Arrears Collection Procedures

13.1.1 Rent is due to be paid by the Tenant(s) to the Gwa'sala-'Nakwaxda'xw First Nation on the first working day of each month as specified in Section 7 of the signed and dated Residential Tenancy Agreement.

13.1.2 If rent is not paid on the first working day of the month, the rent shall be considered in arrears.

13.1.3 Within 2 days of a missed payment the Housing Department shall:

1) Attempt to contact the Tenant(s) by phone and inform them OF THE missed payment; and

2) As set out in Section 14.1 of this Rental Housing Policy, issue a Late Rental Payment Notice or a Final Late Rental Payment Notice.

13.1.4 If the Tenant(s) do not resolve the unpaid rent within two (2) working days of the missed payment, the First Notice of Arrears shall be issued.

13.1.5 First Notice of Arrears

1) Each Notice of Arrears shall be issued two (2) working days after the missed payment with the following:

a) Signed and dated by an authorized representative of the Gwa'sala-'Nakwaxda'xw First Nation; and

b) Delivered by hand to an adult person occupying on the Premises; or

c) Posted to the front door of the rental unit with a third-party as witness to the delivery of the notice.

2) The First Notice of Arrears shall advise the Tenant(s) of the amount of the outstanding arrears and that:

a) They have Five (5) working days to either:

ii) Enter into an Arrears Repayment Agreement (Appendix F); or

ii) Pay the outstanding arrears in full.

b) Failure to meet one of the conditions within the specified timeframes will result in the tenancy being terminated and an Eviction Notice (Appendix G) being issued thereafter.

13.1.6 Second Notice of Arrears

1) If the Tenant(s) has/have not met one of the conditions set out in 13.1.5 within five (5) working days, the second notice of arrears shall be:

a) They have five (5) working days to either:

I) Enter into an Arrears Repayment Agreement (Appendix F); or

ii) Pay the outstanding arrears in full.

b) Failure to meet one of the conditions within the specified timeframes will result in the tenancy being terminated and an Eviction Notice (Appendix G) being issue thereafter.

c) Once the Final Notice of Arrears has been issued, an Arrears Repayment Agreement shall no longer be accepted. After this point, the Housing Department shall cease the termination of the tenancy only where the Tenant(s) pay the total accumulated amount of rent arrears by cash or bank draft within the specified timeline.

13.1.7 Final Notice of Arrears

1) If the Tenant(s) has not met one of the conditions set out in 13.1.6 within five (5) working days, the Final notice of arrears shall be:

2) The Final Notice of Arrears shall advise the Tenant(s) of the amount of the outstanding arrears and that:

a) They have five (5) working days to pay the outstanding arrears full.

b) An Arrears Repayment Agreement shall no longer be accepted.

c) Failure to pay the outstanding arrears in full within fifteen (15) working days by will result in the tenancy being terminated and an Eviction Notice (Appendix G) being issued thereafter.

13.2 Arrears Repayment Agreements

13.2.1 Tenants are permitted to enter into an Arrears Repayment Agreement whenever necessary.

13.2.2 Once a Tenant(s) enters into Arrears Repayment Agreement, he/she will have to renew the agreement every year until the rental arrears are paid in full.

13.2.3 The Arrears Repayment Agreement shall specify the amount of each payment installment and the date the payment is due.

13.2.4 Where such an agreement is entered into, the Tenant(s) shall pay a minimum of $50.00 bi-weekly if they are employed or $50.00 a month if they are in receipt of SA, EI or OAP from the date the agreement is entered into.

13.2.5 The Arrears Repayment Agreement shall be signed by the Tenant(s), the Chief and the Band Manager, and shall be witnessed by the Housing Department.

13.3 Termination of Tenancy Due to Unresolved Rental Arrears

13.3.1 If the Tenant(s):

1) Fail to pay the outstanding arrears in full by the date specified in the Final Notice of arrears; or

2) Have failed to act in good faith and with due diligence in honoring any of the terms, conditions or covenants of an Arrears Repayment Agreement,

The Housing Department shall request Housing Committee to authorize and issue an Eviction Notice (Appendix G), as set out in Section 14.3(1) of this rental housing policy.

As part of the request the Housing Department must be able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this rental housing policy.

**14 TERMININATION OF TENANCY**

14.1 Termination of Tenancy by Tenants

14.1.1 Tenant(s) that terminate a tenancy before the expiry of the term of the signed and dated Residential Tenancy Agreement may forfeit their security deposit.

14.1.2 Tenant(s) may terminate the Residential Tenancy Agreement with 2 month(s) of written notice in the form of a signed and dated Letter by the Tenant that confirms the:

1) Address of the rental unit;

2) Date by which the Tenant(s) shall vacate the unit; and

3) Tenant's agreement to:

a) Continue to pay in full all rent and other housing charges as required under the terms of the Residential Tenancy Agreement until the end of the calendar month in which the Termination by Tenant Notice was served;

b) Participate in a move-out assessment as set out in Section 26.5 of this Rental Housing Policy;

c) Peaceably vacate the rental unit as specified in the written notice; and

d) Remove all possessions and leave the rental unit in a clean and tidy state.

14.1.3 The signed and dated Letter by the Tenant(s) shall be delivered by hand or by registered mail to the Housing Department.

14.1.4 The Housing Department shall date and time stamp the Termination by Tenant letter and add it to the Tenant file in a secure manner.

14.1.5 The Tenant(s) shall be provided with a copy of the date and time stamped Termination by Tenant Letter.

14.1.6 Once the Termination by Tenant Notice has been received by the Housing Department, the rental unit shall be offered to the next Eligible Applicant(s) on the Annual Priority Waitlist.

14.1.7 For Tenant(s) that do not vacate the Premises by the date specified on the Termination by Tenant Notice, the Housing Committee shall request Chief & Council to authorize and issue an Eviction Notice (Appendix G), as set out in Section 14.1.2 of this Rental Housing Policy.

14.1.8 As part of the request the Housing Department must be able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

14.2 Procedural Fairness and Human Rights in the Termination of Tenancies

When considering the termination of a tenancy the Housing Department, Housing Committee and Chief and Council shall:

1) Strictly adhere to the Principles of Program Administration, SET out in Section 3.6 of this Rental Housing Policy; and

2) Be impartial and free of discrimination, as set out in the Canadian Human Rights Act (see also section 2.4 of this Rental Housing Policy).

14.3 Causes for Eviction

Terminating a Tenancy for Cause means to terminate a tenancy because the other party has defaulted (not fulfilled) one or more of their responsibilities, obligations or covenants set out in the signed and dated Residential Tenancy Agreement and this Rental Housing Policy.

As part of an Eviction Notice, the Housing Department must be able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

Upon request by the Housing Department, the Band Manager and the Chief & Council under the authority of the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy may terminate a signed and dated Residential Tenancy Agreement by issuing an Eviction Notice (Appendix G) for any of the following Causes for Eviction:

1) Unresolved Arrears

The Housing Department/Committee has requested an Eviction Notice due to Unresolved Rental Arrears, as set out in Section 13.3 of this Rental Housing Policy.

2) Unresolved Tenant Damage

The Housing Department/Committee has requested an Eviction Notice due to Unresolved Tenant Damage as set out in Section 25.5 of this Rental Housing Policy.

3) Abandonment of the Premises

The Housing Department/Committee has requested an Eviction Notice due to the Premises being Abandoned, as set out in Section 30.3 of this Rental Housing Policy.

4) Disturbing the Peace

The Housing Department/Committee has requested an Eviction Notice due to ongoing Disturbance the Peace, as set out in Section 31.2 of this Rental Housing Policy.

5) Tenant or Occupant Vandalism

The Housing Department/Committee has requested an Eviction Notice due to ongoing Tenant or Occupant Vandalism, as set out in Section 26.5 of this Rental Housing Policy.

6) Failure to Honor a Termination by Tenant Notice

The Housing Department/Committee has requested an eviction notice because the Tenant(s) has/have failed vacate the Premises by the date specified in a Termination by Tenant Notice, as set out in Section 14.1.7 of this Rental Housing Policy.

7) Tenant Conviction of a Summary or Indictable Offence

The Housing Department/Committee has requested an eviction notice because the Tenant(s) has/have been convicted, in court of law, of a summary or indictable offence, as set out in Section 32.2.2 of this Rental Housing Policy.

Upon issuance of the Eviction Notice:

1) The tenancy shall be considered terminated and any offer of payment or settlement (either full or partial) to resolve the default, made by the Tenant(s)to the Housing Department or any agent assigned by the Housing Department to carry out the eviction, will be declined; and

2) The Housing Department shall immediately proceed with Eviction Procedures as set out in Section 16.2 of this Rental Housing Policy.

14.4 Causes for Notice of Default

The purpose of the Notice of Default is to provide:

14.4.1 Tenants with notification processes for defaults where such notification is not explicitly addressed elsewhere in this Rental Housing Policy; and

14.4.2 Fair and reasonable opportunity and time for Tenants to resolve such defaults to the satisfaction of the Gwa'sala-'Nakwaxda'xw First Nation.

As part of the requesting a Notice of Default, the Housing Department must be able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

Upon request by the Housing Department, the Housing Committee, under the authority of the Gwa'sala-'Nakwaxda'xw First Nation Rental Housing Policy, may authorize and issue a Notice of Default in order to resolve the following defaults for the Residential Tenancy Agreement:

1) Unauthorized Occupants

The Tenant(s) has/have permitted an Unauthorized Occupant to occupy the Premises, as set out in Section 10.5 of this Rental Housing Policy.

2) Unauthorized Home-Based Business

The Tenant(s) is/are operating a homed based business:

a) When and where home-based businesses are not permitted;

b) Without a valid, signed and dated Gwa'sala-'Nakwaxda'xw First Nation Home-Based Business Agreement, as set out in Section 20.4 of this Rental Housing Policy; or

c) Without documented verification of Commercial General Liability insurance, as set out in Section 20.4 of this Rental Housing Policy.

3) Failure to Comply with a Pet Removal Order

The Tenant(s) has/have either:

a) Failed to comply with a Pet Removal Order, as set out in Section 23.6.6(2) of this Rental Housing Policy;

b) Are keeping a Unauthorized Pet(s), as set out in Section 23.7 of this Rental Housing Policy; or

c) Are keeping a pet(s), when pets are not permitted, as set out in Section 23.9 of this Rental Housing Policy.

4) Unauthorized, Improper or Defaulted Subletting The Tenant(s) has/have Sublet the Premises:

a) When subletting is not permitted, as set out in Section 21.9.2 of this Rental Housing Policy

b) For a period of time that exceeds the maximum term of a sublet, as set out in Section 21.2.4 of this Rental Housing Policy

c) Without proper authorization, as set out in Section Cross Reference of this Rental Housing Policy;

d) For a business use, as set out in Section 21.2.1 of this rental housing policy;

e) Without declaring sublet income as set out in Sections 10.2.7 and 21.2.2 of this Rental Housing Policy (for Tenants claiming the Shelter Allowance portion of Income Assistance); or

f) And allowed the sublet to default, as set out in Section 21.6.2 of this Rental Housing Policy.

5) Tenant(s) has/have Ceased to be Eligible to Reside On-Reserve

The Tenant(s) are no longer eligible to reside in on-reserve rental because of either revoked membership(s) or non-compliance with the Gwa'sala- 'Nakwaxda'xw First Nation Residency Code.

Upon issuance of a Notice of Default, the Housing Department shall immediately proceed with the First Notice of Default, as set out in Section 14.5.1 of this Rental Housing Policy.

14.5 Notice of Default Procedures

14.5.1 All Notice of Defaults shall be as follows:

1) All Notice of Defaults shall be:

a) Signed and dated by an Authorized Representative of the Gwa'sala-'Nakwaxda'xw First Nation; and

b) Delivered by hand to an adult person residing on the Premises; or

c) Posted to the front door of the rental unit with a third-party as witness to the delivery of the notice.

2) The First Notice of Default shall advise the Tenant(s) that:

a) They have 5 days to contact the Housing Department to resolve the default; and

b) Failure resolve the default by the deadline will result in an Eviction Notice being issued.

3) The Housing Department shall also make 3 attempts to contact the Tenant(s) by telephone to resolve the default situation.

14.5.2 Second Notice of Default

1) The Second Notice of Default shall advise the Tenant(s) that:

a) They have 5 days to contact the Housing Department to resolve the default; and

b) Failure resolve the default by the deadline will result in an Eviction Notice being issued.

2) The Housing Department shall also make 3 attempts to contact the Tenant(s) by telephone to resolve the default situation.

14.5.3 Final Notice of Default

1) If the default is not resolved within 5 days of the Second Notice of Default, a Final Notice of Default shall be:

2) The Final Notice of Default shall advise the Tenant(s) that:

a) They have 5 days to contact the Housing Department to resolve the default; and

b) Failure resolve the default by the deadline will result in an Eviction Notice being issued.

3) The Housing Department shall also make 3 attempts to contact the Tenant(s) BY telephone to resolve the default situation.

If the default is not resolved by the final deadline, the Housing Department shall request the Housing Committee to recommend to Chief & Council to sign an Eviction Notice (Appendix G).

As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

Upon issuance of an Eviction Notice:

1) The tenancy shall be considered terminated and any offer of payment or settlement (either full or partial) to resolve the default, made by the tenant(s) to the Housing Department or any agent assigned by the Housing Department to carry out the eviction, will be declined.

2) The Housing Department shall immediately proceed with Eviction Procedures as set out in Section 15.2 of this Rental Housing Policy.

**15 EVICTIONS**

15.1 Authority of the Gwa'sala-'Nakwaxda'xw First Nation to Exercise Eviction Procedures

The Gwa'sala-'Nakwaxda'xw First Nation has duly registered and enacted Gwa'sala-'Nakwaxda'xw First Nation Resolution Number XXXX, which informs Community Members and relevant enforcement agencies that, in exercising the Eviction Procedures set out in Section 15.2 of this rental housing policy, the Gwa'sala-'Nakwaxda'xw First Nation retains the right and authority to:

15.1.1 Remove the Tenant(s) and Occupants from the Premises;

15.1.2 Remove Tenant and Occupant possessions from the Premises;

15.1.3 Change the locks in the Premises; and

15.1.4 Retain the services of a Sheriff or other third party to execute the Eviction Procedures.

15.2 Eviction Procedures

15.2.1 Notice of Eviction

The Housing Department shall serve the Eviction Notice within 12 hours of the Eviction Notice being issued, as follows:

1) The Eviction Notice shall be:

a) Signed and dated by an authorized representative of the Gwa'sala-'Nakwaxda'xw First Nation; and

b) Delivered by hand to an adult person residing on the Premises; or

c) Posted to the front door of the rental unit with a third- party as witness.

2) The Eviction Notice shall advise the Evictee(s) that they have 30 working days to vacate the Premises.

15.2.2 Where the Evictee(s) do/does not vacate the unit by the required date specified in the Eviction Notice, the Housing Department may arrange for the locks to be changed and the Evictees(s), Occupants and all possessions to be removed from the Premises, as set out in Section 15.1 of this Rental Housing Policy.

15.2.3 Within 24 hours of the Evictee(s) vacating the unit, the Housing Department shall arrange for a Move-Out Assessment, as set out in Section 27.5 of this Rental Housing Policy.

15.2.4 While Evictees are not required to participate in the Move-Out Assessment, they will be held responsible and made to pay for all Tenant Damage that is identified by the Move-Out Assessment.

15.3 Unclaimed Possessions

15.3.1 Any personal possessions left on the rental property by the Evictee(s) shall be stored by the Housing Department for 30 days.

15.3.2 The Housing Department shall make 3 attempts within the month to contact the Evictee(s), other former occupants or relatives by telephone or other means to arrange for pick-up of the possessions.

15.3.3 Possessions unclaimed by Evictees(s) within 1 month of eviction shall be disposed of as determined by the Housing Department. This may include the selling items to recoup Unresolved Arrears, Tenant Damage, other Housing Charges or costs associated with the eviction and/or disposal of the unclaimed items.

15.4 Outstanding Arrears, Tenant Damage and other Housing Charges

In the event that the former Evictee(s) is/are not in Good Financial Standing, with Arrears, Tenant Damage or Other Housing Charges owing to the Gwa'sala- 'Nakwaxda'xw First Nation, the Gwa'sala-'Nakwaxda'xw First Nation maintains the right to pursue collection of the monies owed by means that may include third party collection services or legal action.

**16 Dispute Resolution Procedures**

The Gwa'sala-'Nakwaxda'xw First nation dispute resolution procedure are available to all Community Members at any time.

For the resolution of disputes between an applicant or Tenant and the Gwa'sala- 'Nakwaxda'xw First Nation Housing Department, three (3) steps of dispute resolution are available:

16.1 Step 1: Meeting with an Authorized Representative of the Housing Department

Applicants, Tenants and Authorized Representatives of the housing department must exercise due diligence (3.6.2), act in good faith (3.6.3) and make every effort to resolve rental housing issues in a reasonable, productive and efficient manner.

16.1.1 Requirements

The parties to the dispute must meet, in a neutral location agreeable to all participants, for minimum of 2 times over 4 weeks in a good faith effort to:

1) Clarify and document the facts surrounding the dispute;

2) Identify and document potential resolutions to the dispute; and

3) Attempt to resolve the dispute to the satisfaction all parties.

Only after completing Step 1 of the Dispute Resolution Procedures, if the parties have been unable resolve the dispute, may the dispute be appealed to Step 2.

16.2 step 2: First Nation Appeals and Redress Procedures

16.2.1 Housing Committee

1) The Housing Committee is an independent body comprised of Gwa'sala-'Nakwaxda'xw First Nation members that operates at arm's length from Chief and Council and the Housing Department.

2) The Committee shall hear appeals of rental housing program decisions as submitted by signatory Tenants or applicants.

3) The creation and implementation of the committee is governed by the Housing Committee Terms of Reference established and adopted by Chief and Council XX, XXXX (Appendix C).

16.2.2 Grounds for an Appeal

In order for a rental housing Tenant or Applicant to appeal a decision made under this Rental Housing Policy and/or the signed and dated Residential Tenancy Agreement:

1) The Appellant and the Housing Department have completed the Step 1 requirements and have been unable resolve the dispute; and

2) The appeal must fall under one or more of the following categories:

a) The Residential Tenancy Agreement and/or the rental housing policy was not applied and this impacted the outcome of the decision being appealed;

b) There was a lack of Procedural Fairness, as set out in Section 3.6.1 of this Rental Housing Policy, which impacted the decision being appealed;

c) New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or

d) The Rental Housing Policy and/or Residential Tenancy Agreement is/are unreasonable (i.e. there is a defect in the policy or agreement which cannot be rationally supported).

16.2.3 Submitting an Appeal

1) Appellants who wish to appeal a decision made under this housing policy shall submit a Letter of Appeal to the Housing Department within 30 days of been advised of the decision which they are appealing.

2) Within 5 working days of receipt of the Notice of Appeal, the Housing Department shall:

a) Acknowledge receipt by telephone and in writing, to the contact information provided on the Notice of Appeal; and

b) Confirm the date for review by the Housing Committee.

16.2.4 Reviewing the Appeal

1) Upon receipt of the appeal, the Housing Department shall copy all necessary documents for the Housing Committee's review

2) The Housing Department shall present the Notice of Appeal and supporting documentation to the Housing Committee. The Housing Committee shall review the appeal within 10 working days of a Notice of Appeal having being filed.

3) During the appeal review meeting and where asked to do so, a presentation may be made by the Housing Department and/or the Appellant(s). Such individuals shall:

a) Only be allowed in the meeting for the time needed to make the presentation; and

b) Be permitted to have a supporting person, of their choice, accompany them into the meeting.

4) In considering the appeal, the Housing Committee shall address the following questions:

a) Was the decision made in accordance with the principle of Procedural Fairness, as set out in Section 3.6.1 of this rental housing policy?

b) Did the decision err in interpretation of this Rental Housing Policy, the signed and dated Residential Tenancy Agreement (if applicable),the Canadian Human Rights Act and all other applicable acts, by-laws, standards, codes, rules or regulations adopted by this policy?

c) Was the decision based on a defect in this rental housing policy and/or the signed and dated Residential Tenancy Agreement (if applicable), which cannot be rationally supported?

d) Was the decision based on incomplete information which impacted the nature of original decision?

5) Answering yes to any of the above questions indicates that redress may be justified.

6) If the Housing Committee finds redress is justified, the committee shall issue an Order of Redress.

16.2.5 Appeal Decision

1) Within 5 working days of the review of the appeal, the Housing Committee shall provide confirmation of their decision to the Appellant(s) and to the Housing Department to confirm either that:

a) An Order of Redress has been issued; or

b) There are no reasonable grounds for an appeal.

2) The Housing Department shall be responsible for executing any Order of Redress that is issued by the Housing Committee.

3) In the event that the Housing Committee has found a defect in the Rental Housing Policy or the Residential Tenancy Agreement, the Housing Committee shall document suggested policy amendments which shall be reviewed by the Housing Committee.

16.3 Step 3: Canadian Human Rights Commission

As a First Nation administering rental housing that is subject to the constitutional jurisdiction of the federal government, the appellant may also elect to file a human rights complaint with the Canadian Human Rights Commission.

16.3.1 Filing a Human Rights Discrimination Complaint

Complainants must contact the Canadian Human Right Commission within one year of the last alleged act of discrimination.

Not all unfair situations are valid discrimination complaints. A valid human rights complaint requires.

A) One (1) or more of the eleven (11) grounds of discrimination;

B) A discriminatory practice; and

C) A negative effect on you.

Grounds of discrimination are the reasons a person may experience discrimination, they are: race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.

The human rights complaints process is not public if a resolution is mediated. However, if the complaint goes to a provincial or federal Tribunal, or the Federal or Provincial Court, the documents become public.

The Canadian Human Rights Commission website provides further information on accessing the human rights complaint process:

www.chrc-ccdp.ca/index.html

If you believe you have experienced discrimination, the Canadian Human Rights Commission recommends you first use the Complaint Assessment Tool to determine if you should file a discrimination complaint:

www.chrc-ccdp.ca/eng/content/complaint\_assessment\_tool

On the second page or the Complaint Assessment Tool, be sure to select Industry Class: Associated Groups/Reserves, Band Council Organization: Your First Nation

At any time, you may also choose to contact the Commission by mail or by telephone.

Mail your written complaint to: Canadian Human Rights Commission 344 Slater Street, 8th Floor

Ottawa, Ontario K1A 1E1

Call and make your complaint to the National Call Centre: Toll Free: 1-888-214-1090

TTY: 1-888-643-3304

Fax: 613-996-9661

Open Monday to Friday,

8:00 a.m. to 8:00 p.m. (Eastern Time)

16.3.2 Resources

Your Guide to Understanding the Canadian Human Rights Act

www .doyouknowyourrights.ca/sites/nai-na/files/pdf/chra\_guide\_lcdp\_en.pdf

(Also available in Cree, Ojibwa, Inuktitut, and French)

Human Rights Handbook for First Nations

www.doyouknowyourrights.ca/sites/nai-ina/files/pdf/fn\_handbook.pdf

A Toolkit for Developing Community-based Dispute Resolution PROCESSES IN first Nations Communities

[www](http://www/) .doyouknowyourrights.ca/sites/nailing/files/pdf/toolkit\_trousse ­ eng.pdf

**17 Matrimonial Real Property**

First Nation Law

17.1 First Nation Matrimonial Real Property Law

17.1.1 In the event of marital breakdown or domestic dispute, the Residential Tenancy Agreement shall be reassigned in accordance with the First Nation Matrimonial Real Property Law.

17.1.2 In the event of protective orders issued in the case of domestic violence, the transfer of the Residential Tenancy Agreement will, as a priority and in accordance with the First Nation Matrimonial Real Property Law, be issued in the interest of the guardian of any dependent children in residence in the unit, whether or not their name is contained in the Gwa'sala-'Nakwaxda'xw First Nation Band List.

17.1.3 Prior to granting occupancy the Housing Department shall ensure that the Tenant(s)is/are provided with a copy of the First Nation Matrimonial Real Property Law.

Family Homes on Reserves and Matrimonial Interests or Rights Act (Bill S-2).

17.2 Provisional Federal Rules

17.2.1 In the event of marital breakdown or domestic dispute, the Residential Tenancy Agreement shall be reassigned in accordance with the Provisional Federal Rules set out in Sections 12-52, 54 and 55 of the Family Homes on Reserves and Matrimonial Interests or Rights Act .

17.2.2 In the event that the Gwa'sala-'Nakwaxda'xw First Nation duly enacts its own Matrimonial Real Property Law in the future , this law shall supersede the Family Homes on Reserves and Matrimonial Interests or Rights Act.

17.2.3 Prior to granting occupancy the Housing Department shall ensure that the Tenant(s) is/are provided with a copy of the Family Homes on Reserves and Matrimonial Interests or Rights Act.

**18 Death of a Tenant**

18.1 Termination of Tenancy Due to Death of a Tenant

In the event that a Tenant listed on the Residential Tenancy Agreement dies during the term of the agreement, the agreement automatically terminates and possession of the Premises, excluding personal effects of the deceased Tenant and Authorized Occupants, reverts to the Gwa'sala-'Nakwaxda'xw First Nation within 30 days from the date of the death unless:

18.1.1 Members of the Tenant's immediate family were residing in the rental unit at the time of the Tenant's death, in which case either:

1) Sections 14 and 21 of the Family Homes on Reserves and Matrimonial Interests Or Rights Act grant a survivor:

A) The automatic right to remain in the home for 180 days after the death; and

B) The right to apply for exclusive occupation for a specified period of time; or

2) The tenancy of survivors shall be governed in accordance with provisions in the First Nation Matrimonial Real Property Law.

18.1.2 There is co-tenant, residing on a permanent basis in the unit, who signed the Residential Tenancy Agreement at the time of commencement or renewal. In this case, if the co-tenant wishes and is in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation, the co-tenant may be assigned the tenancy through the signing of a new Residential Tenancy Agreement.

18.2 No Rights of Possession

Rental units are not owned by the deceased Tenants, therefore, no member of deceased Tenant's immediate or extended family or dependents have possession rights to the home.

18.3 Vacating the Rental Unit and Unclaimed Possessions

In the event of a Tenant death, if Section 18.1.1 does not apply:

18.3.1 The Housing Department shall provide 60 calendar days for the family to remove the belongings from the rental unit.

18.3.2 Any unclaimed possessions shall be managed in accordance with Section 15.3 of this Rental Housing Policy.

18.4 Outstanding Arrears and Housing Charges

In the event that the deceased Tenant was not in Good Financial Standing (arrears or other housing charges owing to the first nation), the Gwa'sala-'Nakwaxda'xw First Nation maintains the right to file a claim against the estate of the deceased for repayment of the monies owed.

19 Use of the Premises

Home-Based businesses Permitted

19.1 Primary Use of the Premises

19.1.1 Rental units and property of the Gwa'sala-'Nakwaxda'xw First Nation are intended to be used primarily as a residential dwelling by the Tenant(s) and Authorized Occupants listed on the Residential Tenancy Agreement.

19.2 Allowable Home-Based Business Uses

19.2.1 Home-based business uses must conform to the bylaw requirements as set out by the Gwa'sala-'Nakwaxda'xw First Nation.

19.3 Approval of Home-Based Business Use

19.3.1 Tenants shall submit Home-Based Business Request Letter to the Housing Department detailing the type of the business and the potential impact on the rental unit (e.g. increase in use due to services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighboring properties).

19.3.2 In cases where the proposed business activities will increase wear and tear on the rental unit and property, the Housing Committee may calculate and charge a monthly Business Use Rental Surcharge of an additional 15% of rental rate.

19.3.3 In order to be eligible to be approved, Tenants must:

1) Provide documented verification of Commercial General Liability insurance against liability or other damages or loss that may occur as a result of the home-based business; and

2) Sign and date a Home-Based Business Agreement as set out by the Gwa'sala-'Nakwaxda'xw Band Council.

19.3.4 Home-Based Business Agreements shall be limited to terms of 12 months and Tenants must re-apply annually.

19.3.5 Tenants operating approved home-based businesses are required to provide documented verification of valid Commercial General Liability insurance, to the Housing Department on a annually, upon renewal of the Home-Based Business Agreement.

19.4 Termination for Tenancy for Unauthorized Home-Based Businesses The operation any Home-Based Businesses without:

1) A valid, signed and dated Home-Based Business Agreement (Appendix X); and/or

2) Documented verification of Commercial General Liability insurance, shall trigger the Notice of Default Procedures set out in Section 15.4(2) of this Rental Housing Policy.

Home-Based Businesses not permitted

19.5 Primary Use of Premises

19.5.1 Rental units and property are intended to be used for the purpose of residential dwelling by the Tenant(s) and Authorized Occupants listed on the Residential Tenancy Agreement.

19.5.2 Where a Tenant operates, or attempts to operate, a home-based business out of the rental unit, this is a default of the Residential Tenancy Agreement and this Rental Housing Policy and shall trigger the Notice of Default Procedures set out in Section 15.4(2) of this Rental Housing Policy.

**20 SUBLETTING**

Subletting Permitted

20.1 Tenant Eligibility to Sublet the Premises

To be eligible to sublet the Premises, or a portion of the Premises, a Tenant(s) must:

20.1.1 Have entered into a Residential tenancy agreement with the Gwa'sala- 'Nakwaxda'xw First Nation;

20.1.2 Be in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation; and

20.1.3 Be applying to sublet for one of the following conditions:

1) Medical conditions;

2) Educational program; or

3) Work requirements.

These conditions also to apply if a Tenant is moving to accompany a spouse who is moving for one of the above reasons.

20.2 Conditions of Subletting

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

20.2.2 Tenants accessing the Shelter Allowance portion of income Assistance must declare that income to the Housing Department. Failure to do so shall trigger the Notice of Default Procedures set out in Section 15.4(4) (e) of this rental housing policy.

20.2.3 Tenant(s) may sublet the premises for a maximum term of 2 years.

20.2.4 Subletting the rental unit for longer than the maximum term shall trigger the Notice of Default Procedures set out in Section 15.4(4) (b) of this Rental Housing Policy.

20.2.5 Tenants who are permitted to Sublet cannot charge rent on the unit for his or her personal gain. Any person found guilty of this act will be issued an Notice of Default as set out in Section 15.4 of this Rental Housing Policy.

20.3 Applicant Eligibility to Sublet from the Tenant

In order to be considered to be eligible to sublet the premises, a potential applicant must:

1) Be a member of the Gwa'sala-'Nakwaxda'xw First Nation whose name appears on the Gwa'sala-'Nakwaxda'xw First Nation Band List or is entitled to appear on the Gwa'sala-'Nakwaxda'xw First Nation Band List as set out in Section 6(1) of the Indian Act;

2) Be in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation;

3) Not have been evicted from another unit within the past 12 months;

3) Fill out a Rental Housing Application (Appendix D) with the Housing Department; and

4) Provide 3 landlord references from within the last 5 YEARS.

Both the Tenant(s) and Housing Department must agree on the selection of the person to sublet the Premises. If agreement cannot be reached, the rental unit shall not be sublet and the Tenant(s) will remain responsible for payment of the rent.

20.4 Sub-Lessee Responsibilities

The Sub-Lessee shall:

1) Enter into a Sublet Rental Agreement with the Housing Department and the Tenant;

2) Sign and date the Occupant Covenants; and

3) Be responsible for the payment of rents and the upkeep of the Premises as set out in the Sublet rental Agreement, the Residential Tenancy Agreement and this Rental Housing Policy.

20.5 Tenant Responsibilities

20.5.1 The Tenant(s) is/are responsible to pay the following costs, if the Sub­ Lessee does not pay them:

1) Unpaid rental payment(s);

2) Unpaid services and utilities; and

3) Costs associated with termination of the Sublet Rental Agreement, including cleaning and any repair costs.

20.6 Termination of Tenancy for Default of the Sublet Rental Agreement

In the event of a missed payment or other default:

20.6.1 The Housing Department shall notify both the Sub-Lessee and the Tenant within Two (2) days of the missed payment or other default.

20.6.2 Within Five (5) days of being notified of an outstanding account, if the Tenant does not:

1) Repay the costs; or

2) Make arrangements with the Housing Department to repay the costs,

The Tenant shall be in default of the Sublet Rental Agreement and the Residential Tenancy Agreement and the Notice of Default Procedures shall be triggered as set out in Section 15.4 (4) (f) of this Rental Housing Policy.

20.7 Termination of the Sublet Rental Agreement:

1) Upon termination of the Sublet Rental Agreement, he Sub-Lessee shall have 30 days to vacate the Premises;

2) The Tenant shall be responsible to pay any unpaid rent(s), repairs or cleaning costs associated with the termination; and

3) The Tenant shall be responsible for resuming tenancy of the Premises.

20.8 Termination of Tenancy for Unauthorized Subletting

Subletting of any portion of the Premises without the authorized consent of the First Nation shall trigger the Notice of Default Procedures set out in Section 15.4 (4) (c) of this Rental Housing Policy.

Subletting Not Permitted

20.9 Subletting Not Permitted

20.9.1 Tenants have:

1) No authority to authorize other Tenants to move into the unit; and

2) No right to lease or sublet the unit.

20.9.2 Where a Tenant leases or sublets the rental unit, this is a default of the Residential Tenancy Agreement and this Rental Housing Policy and shall trigger the Notice of Default Procedures, set out in Section 15.4 (4) (a) of this rental housing policy.

**21 INSURANCE**

21.1 Property Damage and Liability Insurance

For all rental units the Gwa'sala-'Nakwaxda'xw First Nation shall provide property insurance against liability and damage to the property, unit and fixtures due to fire, flood, earthquake, and vandalism.

21.2 Contents Insurance

Tenants are strongly encouraged to purchase and maintain contents insurance to cover loss of personal belonging due to theft, fire, flood, earthquake, vandalism and other perils.

21.3 Home-Based Business Insurance - If Permitted

As set out in Sections 20.3.4 and 20.3.6 of this Rental Housing Policy, as a condition for renewal of the Home-Based Business Agreement, Tenants must provide documented verification of Commercial General Liability insurance against liability or other damages or loss that may occur as a result of operating a home­ based business.

21.4 Tenant Covenant

The Tenant(s) agree not to do, or omit to do, something which may render void any insurance policy on the Premises.

21.5 Gwa'sala-'Nakwaxda'xw First Nation Disclaimer

The Gwa'sala-'Nakwaxda'xw First Nation is in no way:

1) Responsible to provide insurance for insurance for the personal property of Tenants; or

2) Liable, for any damage, however caused, to any personal property of the Tenant(s), Authorized Occupants, Long-Term Guests or Short-Term Guests while such personal property is located within and upon the Premises.

**22 PETS AND ANIMAL CONTROL**

Pets Permitted

22.1 Application of the Guide Animal Act

Any term in this Rental Housing Policy that prohibits, or restricts the size of a pet, or that governs the Tenant's obligations regarding the keeping of a pet on the Premises is subject to the rights and restrictions set out in Section 4(2) of the Guide Animal Act, which states:

A person must not:

1) deny to a person with a disability a rental unit or manufactured home site advertised or otherwise represented as available for occupancy by a tenant; or

2) impose a term or condition on a person with a disability for the tenancy of a rental unit or manufactured home site if that term or condition discriminates, because of the disability or because the person with the disability intends to keep a guide animal in the rental unit or manufactured home site.

22.2 Authorizing Pets

22.2.1 For each pet a Tenant(s) wishes to keep on the Premises, they shall submit a Pet Request to the Housing Department for approval.

22.2.2 As part of the approval process, a Pet Assessment, as set out in Section 27.8 of this Rental Housing Policy may be carried out to confirm the condition and appropriateness of those parts of the Premises that may be designated for the housing and care of pets.

22.2.3 Where a pet is authorized by the Housing Department:

1) The Tenant(s) shall provide the Housing Department with the required Pet Damage Deposit that must be specified in Section 9.1 of the Residential Tenancy Agreement.

2) The pet shall be specified in Section 9.2 of the Residential Tenancy Agreement.

3) The First Nation and the Tenant(s) shall date and initial Section 9.2 of the Residential Tenancy Agreement for each pet.

22.3 Pet Assessments

The Premises are subject to Pet Assessments, as set out in Section 27.8 of this Rental Housing Policy, and shall occur:

1) Anytime a Tenant submits a Pet Request Form (b);

2) As part of a Move-out, Move-in, Annual, Vandalism or Tenant Damage Assessment.

3) Anytime during a tenancy that a Tenant stops keeping a pet.

22.4 Tenant Responsibilities

22.4.1 Tenants are responsible for any damage caused to a rental unit or its surrounding property by the Tenant or Occupant pets and/or animals, regardless of whether the Tenant has received consent from the Housing Department to keep such pets and/or animals.

22.4.2 The cost of any repairs for pet damage shall be paid by the Tenant(s).

22.5 Pet and Animal Restrictions

22.5.1 Small reptiles are limited to 1 secure and maintained aquariums.

22.5.2 Insects are limited to secure and maintained aquariums.

22.5.3 Aquarium fish are limited to 5 secure and maintained aquariums.

22.5.4 Small birds and rodents are limited to 2. Cages must be kept clean and free of odor.

22.5.5 A limit of 2 cat(s) is permitted per rental unit and litter must be kept clean and free of odor.

22.5.6 In accordance with applicable by-laws a limit of 1 dog is permitted per Rental unit. dogs must be restricted to the property associated with the rental unit, whether through restraint, fence, kennel or other enclosure, the construction of which must be in keeping with ALL BC Building codes and Band By-Laws.

22.5.7 The breeding of any animals is not permitted with without the express and written consent of the Gwa'sala-'Nakwaxda'xw First Nation.

22.5.8 The keeping of agricultural animals, including bees, is not allowed unless permitted and authorized by the Gwa'sala-'Nakwaxda'xw First Nation Council.

22.6 Termination of Tenancy Due to Excessive Pet Noise

23.6.1 Excessive noise due to pets occurs when noise from pets impacts the right of neighboring Tenants, Occupants and home owners to the quiet enjoyment of their dwelling.

23.6.2 Excessive noise due to pets will be deemed to have occurred if a police incident report has been filed.

22.6.3 Each incident of excessive pet noise will result a Pet Noise Warning being:

1) Delivered by hand to an adult person residing in the Premises; or

2) Posted to the front door of the rental unit with a third-party as witness to the delivery of the notice.

The Pet Noise Warning shall advise the Tenant(s):

1) When the excessive noise occurred and subject pet or animal; and

2) That a total of 3 incidents of excessive pet noise due to the subject pet or animal will result in a Pet Removal Order.

22.6.4 Upon issuing the 3rd Pet Noise Warning, the Housing department shall request Housing Committee to recommend to Chief & Council to sign a Pet Removal order.

22.6.5 As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

22.6.6 Upon signing of the Pet Removal Order, the order shall be:

1) Delivered by hand to an adult person residing in the Premises; or

2) Posted to the front door of the rental unit with a third-party as witness to the delivery of the notice.

The Pet Removal Order shall advise the Tenant(s) that:

1) The subject pet or animal must be removed from the Premises within 10 days; and

2) Failure to remove the subject pet or animal within 5 days shall trigger Notice of Default, as set out in Section 15.4(3)(a) of this rental housing policy.

22.7 Termination of Tenancy for Unauthorized Pets

Where a Tenant is found to be keeping Unauthorized Pet(s), this default of the Residential Tenancy Agreement and this Rental Housing Policy and shall trigger the Notice of Default Procedures set out in Section 15.4(3)(b) of this Rental Housing Policy.

**Pets Not Permitted**

22.8 Pets and Animals Not Permitted

Except in cases were an Applicant or Tenant relies on a guide animal as set out in Section 4(2) of the Guide Animal Act, which states:

A person must not:

1) deny to a person with a disability a rental unit or manufactured home site advertised or otherwise represented as available for occupancy by a tenant; or

2) impose a term or condition on a person with a disability for the tenancy of a rental unit or manufactured home site if that term or condition discriminates because of the disability or because the person with the disability intends to keep a guide animal in the rental unit or manufactured home site.

22.8.1 The keeping of animals as pets is not allowed.

22.8.2 The keeping of agricultural animals, including bees, is not allowed unless permitted and authorized by the Gwa'sala-'Nakwaxda'xw First Nation Council.

22.9 Termination of Tenancy for Keeping Pets when not permitted.

Where a Tenant is found to be keeping a pet(s), this default of the Residential Tenancy Agreement and this Rental Housing Policy and shall trigger the Notice of Default Procedures set out in Section 15.4(3) of this Rental Housing Policy.

In addition to the specific responsibilities detailed in the initialed, signed and dated Maintenance and Repair Schedule of Responsibilities, (Appendix B and Section 15 of the Residential Tenancy Agreement), the Gwa'sala-'Nakwaxda'xw First Nation and TENANTS ARE subject to the following, responsibilities, conditions and procedures.

**23 REPAIR AND MAINTENANCE**

23.1 Gwa'sala-'Nakwaxda'xw First Nation Responsibilities

The Gwa'sala-'Nakwaxda'xw First Nation and shall:

23.1.1 Ensure that all maintenance and repair work overseen or carried out by the Housing Department shall meet or exceed the requirements of the 2012 Building Code, Gwa'sala-'Nakwaxda'xw First Nation by-laws specifying building standards, and any other by-laws, codes or regulations applicable to the project;

23.1.2 Ensure that all structural, heating, electrical and plumbing repair work is inspected and approved by a Certified Independent Building Inspector;

23.1.3 Keep a record of all repairs carried out on a unit including the reason for the repairs, the date of the repair work, repair items and costs; and

23.1.4 Not hire or engage the services of the Tenant(s) to perform any alterations, renovations, or additions to the unit occupied by the Tenant(s).

23.2 Tenant Responsibilities

Tenants shall:

23.2.1 Not be reimbursed for any costs related to such routine maintenance, repairs and day-to-day upkeep as defined in the Maintenance and Repair Schedule of Responsibilities;

23.2.2 Notify the Housing Department, within 2 hours, of any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its equipment in general;

23.2.3 Complete and submit a Maintenance Request Form (Appendix H) to the Housing Department, within in 2 days of any repair becoming necessary;

23.2.4 Not remove from the unit any fixtures, sinks, bathtubs, or fire extinguishers; and

23.2.5 Not remove from the unit any appliances that have been provided by the Gwa'sala-'Nakwaxda'xw First Nation.

23.3 Alterations, Additions and Improvements

23.3.1 Tenants wishing to make any alterations, additions or improvements to the Premises, must submit in writing a Premises improvement request to the Housing Department for approval.

23.3.2 Any alterations , additions or improvements made by the Tenant(s) without prior approval from the Housing Department are subject to removal at the cost of the Tenant(s), or, such improvements are owned by the Gwa'sala- 'Nakwaxda'xw First Nation without any compensation to the Tenant(s).

23.3.3 The Gwa'sala-'Nakwaxda'xw First Nation is not responsible for repairs related to any such alterations, additions or improvements.

23.4 Hazardous Materials

23.4.1 Tenants are fully responsible and liable for the proper care and storage of hazardous materials within their homes and yards.

23.4.2 Flammable materials, liquids and solvents shall be properly stored in metal containers, and kept at least 30 feet away from any residential dwellings.

23.5 Emergency Repairs

23.5.1 Emergency Repairs include:

1) Any accident, break or defect in interior plumbing, heating systems, electrical systems, or hard-wired smoke detectors;

2) Any item that presents a hazard to the immediate health or safety of Tenants or Occupants; and

3) Any item required to prevent the loss of an essential service (power, interior water, and heat).

23.5.2 Tenants are responsible to immediately report to the Housing Department any emergency repairs. Weekdays contact the Housing Department: 250-902-2304 Weekends & Holidays Contact: Cathy Swain at 250-230-8191

23.5.3 On receipt of a call, the Housing Department shall make every reasonable effort to respond to emergency repairs within 2 hours of receiving notification from the Tenant(s).

23.5.4 Where emergency repairs are confirmed to be a result of willful damage or neglect on the part of the Tenant(s), the Housing Department shall issue a Notice of Tenant Damage to the Tenant(s) to confirm the required repairs and offer options to repay the cost of repairs as set out in Section 25.3 of this Rental Housing Policy.

23.6 Repairs to Rental Units in Arrears

With the exception of:

1) Emergency repairs;

2) Repairs to respond to Tenant or Occupant safety;

3) Repairs to respond to Tenant or Occupant health (as supported by a letter from a certified health professional); or

4) Repairs made at the discretion of the Gwa'sala-'Nakwaxda'xw First Nation to preserve the value of the community housing assets, repairs shall be made only for Tenants who are in Good Financial Standing with the Gwa'sala-'Nakwaxda'xw First Nation.

**24 TENANT DAMAGE**

24.1 Notification of Tenant Damage

24.1.1 Tenants shall notify the Housing Department within 12 hours of any Tenant Damage occurring to the rental property, unit or fixtures.

24.1.2 When the Housing Department:

1) Is notified by the Tenant(s) regarding Tenant Damage; or

2) Becomes aware of damage that may be the result of willful damage or neglect by the Tenant(s), Authorized Occupants, Long-Term Guests, Short-Term Guests or pets of the occupants,

The Housing Department shall, with 12 hours written notice to the Tenant(s), enter the rental property and unit to carry out a Tenant Damage Inspection, as set out in Section 27.6 of this Rental Housing Policy.

24.2 Financial Obligations of Tenants and Occupants

Tenants and Occupants are responsible to pay repair costs (labor and materials) for any and all Tenant Damage caused to the rental property, unit or fixtures.

24.3 Repair Procedures

24.3.1 Within 5 working days of confirming Tenant Damage, the Housing Department shall issue a Notice of Tenant Damage to the Tenant(s) to confirm the required repairs and offer options to repay the cost of repairs. The options shall include:

1) Repayment in full of the repair costs within 30 days of the date of the notice; or

2) To enter into a Tenant Damage Repayment Agreement (Appendix X) with the Housing Department.

24.3.2 Where a Tenant Damage Repayment Agreement is entered into, the Tenant(s) shall pay a minimum of 10% of the estimated repair costs by cash, money order, or certified cheque on the date the agreement is entered into.

24.3.3 After the repair costs are paid in full or a repayment agreement is in place, the Housing Department shall arrange for the repairs to be completed.

24.4 Tenant Damage Identified Upon Move-Out or Unit Abandonment

24.4.1 Costs to repair Tenant Damage that is confirmed during the move-out assessment or where the Tenant(s) has/have vacated/abandoned the unit without a move-out assessment, shall be deducted from the security deposit.

24.4.2 Where repair costs exceed the security deposit the housing department shall:

1) Forward written confirmation to the former Tenant(s), where a forwarding address has been provided/is known, and request repayment of the balance of the repair costs; and/or

2) Note the value of the repair costs as an account owing against the former Tenant(s).

24.5 Termination of Tenancy for Unresolved Tenant Damage

Where the Tenant(s) either:

1) Fail to pay for the repairs within the date specified; or

2) Have failed to act in good faith and with due diligence in honoring any of the terms, conditions or covenants of the Tenant Damage Repayment Agreement,

The Tenant Damage will be deemed to be unresolved and the Housing Department shall request the Housing committee to recommend an eviction notice (Appendix G), as set out in Section 15.3(3) of this Rental Housing Policy.

As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

25 VANDALISM

25.1 Notification of Vandalism

Tenants shall notify the Housing Department within 12 hours of any Vandalism occurring to the rental property, unit or fixtures. When the Housing Department:

1) Is notified by the Tenant(s) regarding Vandalism; or

2) Becomes aware of any Vandalism that may have occurred,

The Housing Department shall, with 12 hours written notice to the Tenant(s), enter the rental property unit to carry out a Vandalism Assessment, as set out in Section 27.6 of this Rental Housing Policy.

25.2 Vandalism to the Rental Property, Unit and Fixtures

The Gwa'sala-'Nakwaxda'xw First Nation is responsible for providing insurance, paying for and carrying out repairs/replacement due to vandalism that damages or destroys a rental property, unit or its fixtures.

25.3 Vandalism to Tenant or Occupant Personal Property

Tenants are responsible for repairs/replacement due to vandalism that damages or destroys the personal property of Tenant(s), Authorized Occupants, Long-Term Guests or Short-Term Guests. Tenants are encouraged to purchase tenants contents Insurance to cover such losses.

25.4 Investigation of Vandalism

All incidents of Vandalism shall be referred to the appropriate police department/enforcement agency or appropriate investigation.

Individuals found to be responsible for vandalism shall be:

1) Prosecuted to the full extent of the law; and

2) Charged for all costs associated with repair of the Vandalism.

25.5 Termination of Tenancy for Tenant or Occupant Vandalism

Where the Housing Department has completed a Vandalism Assessment and a Tenant of assessed rental unit is found to be responsible for or complicit in the Vandalism, this shall be grounds for immediate eviction and the Housing Department shall request the Housing Committee to recommend to Chief & Council an Eviction Notice (Appendix G) to be issued, as set out in Section 15.3(6) of this Rental Housing Policy.

As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this rental housing policy.

**26 RENTAL UNIT ASSESSMENTS**

26.1 Assessment Reports

All assessment reports shall include:

26.1.1 The general condition of the unit and property;

26.1.2 The date of the assessment;

26.1.3 Relevant photographs that reflect the condition of the unit and property on the date of the assessment; and

26.1.4 Signature of the assessor and the Tenant(s) where applicable.

26.2 Participation

26.2.1 The Housing Department shall offer the Tenant(s) 2 opportunities to complete assessments before the date required.

26.2.2 The Housing Department shall remind the Tenant(s) of the need to be present during the assessment to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect.

26.2.3 The Tenant(s) shall be advised that failure to participate in the assessment may result in the Tenant(s) forfeiting any rights to dispute charges for repairs required as a result of willful damage or neglect.

26.2.4 Every effort shall be made to accommodate the Tenant's preferred assessment date however the Housing Department may complete the assessment and sign the Assessment Report without the Tenants, if the Housing Department has provided the required notice.

26.2.5 The right of the Tenant(s) or the Gwa'sala-'Nakwaxda'xw First Nation to claim against the security deposit or pet damage deposit is extinguished if that party does not participate in a rental unit assessment.

26.3 Move-In Assessments

26.3.1 The purpose of the Move-In Assessment is:

1) To confirm the condition of the unit at move-in before the Tenant(s) are granted occupancy;

2) For the Housing Department to review operational aspects OF THE unit (e.g. heating system) with the Tenant(s);

3) For the Tenant(s) to obtain clarification on any questions regarding occupancy of the unit; and

4) If applicable, to confirm the condition and appropriateness of those parts of the Premises designated for the housing and care of pets.

26.3.2 The Housing Department shall complete an Assessment Report that confirms the condition of the unit including any deficiencies.

26.3.3 The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.4 Annual Rental Unit Assessments

26.4.1 An occupied rental unit shall be assessed once a year to record the condition of the rental property, unit and fixtures. The unit condition assessment shall be used to determine the need for any repairs, as well as to determine any misuse or negligence on the part of the Tenants.

26.4.2 The Housing Department shall complete a Unit Assessment Report that confirms the condition of the rental property, unit and fixtures, including any Tenant Damage. The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.5 Move-Out Assessments

26.5.1 When Tenants vacate a rental unit, a Move-Out Assessment shall be completed by the Housing Department and the Tenants, on or before the day the Tenant(s) are required to vacate the rental unit.

26.5.2 The purpose of the Move-Out Assessment is to identify any repairs required:

1) To return the unit to a marketable condition; and

2) That are a result of willful damage or neglect on the part of the Tenant(s), occupants, Long-Term Guests, Short-Term Guests or pets of the occupants.

26.5.3 Prior to the Move-Out Assessment, Tenants and Authorized Occupants must remove all of their possessions, leaving the Premises empty and in a clean and tidy state.

26.5.4 The Housing Department shall complete an Assessment Report that confirms the condition of the unit including any deficiencies.

26.5.5 The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.5.6 Where the assessment confirms repairs are required as a result of willful damage or neglect by the former Tenant(s), the cost of such repairs shall be determined and the Housing Department shall:

1) Forward written confirmation to the former Tenant(s), where a forwarding address has Been provided/is known, and request repayment of the balance of the repair costs; and/or

2) Note the value of the repair costs as an account owing against the former Tenant(s); and/or

26.6 Tenant Damage Assessments

26.6.1 When the Housing Department:

1) Is notified by the Tenant(s) of Tenant Damage; or

2) Becomes aware of damage that may be the result of willful damage or neglect by the Tenant(s), Authorized Occupants, Long- Term Guests, Short-Term Guests or pets of the occupants,

the Housing Department shall, with 12 hours written notice to the Tenant(s), enter the rental property and unit to carry out A Tenant Damage Assessment.

26.6.2 The purpose of the Tenant Damage Assessment is to evaluate the condition of the unit and to identify any repairs required:

1) As a result of willful damage or neglect on the part of the Tenant(s), occupants, Long-Term Guests, Short-Term Guests or pets of the occupants; and

2) To return the unit to a marketable condition.

26.6.3 The Housing Department shall complete an Assessment Report that confirms the condition of the unit including any deficiencies.

26.6.4 The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.6.5 Where the assessment confirms repairs are required as a result of willful damage or neglect by the Tenant(s) or Authorized Occupants, the Housing Department shall proceed as set out in Section 25 of this Rental Housing Policy.

26.7 Vandalism Assessments

26.7.1 When the Housing Department:

1) Is notified by the Tenant(s) of Vandalism: or

2) Becomes aware of Vandalism,

The Housing Department shall, with 12 hours written notice to the Tenant(s), enter the rental property and unit to carry out a Vandalism Assessment, as set out in Section 25.1 of this Rental Housing Policy.

26.7.2 The purpose of the Vandalism Assessment is to evaluate the condition of the unit and to:

1) Identity any repairs that are required as a result of Vandalism;

2) Determine the fact surrounding the Vandalism, including identification of the responsible parties; and

3) Identify any repairs required to return the unit to a livable condition.

26.7.3 The Housing Department shall complete an Assessment Report that confirms the condition of the unit including any deficiencies.

26.7.4 The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.7.5 Where the assessment confirms repairs are required as a result Vandalism, the Housing Department shall proceed as set out in Section 26 of this Rental Housing Policy.

26.7.6 As set out in Section 26.5 of this Rental Housing Policy, all incidents of vandalism shall be referred to the appropriate law enforcement agency for thorough investigation. Individuals found to be responsible for vandalism shall be:

1) Prosecuted to the full extent of the law; and

2) Charged for all costs associated with repair of the vandalism.

26.8 Pet Assessments

26.8.1 Pet Assessments shall occur:

1) Anytime a Tenant submits a Pet Request:

2) As part of a Move-Out, Move-In, Annual, Vandalism or Tenant Damage Assessment; or

3) Anytime during a tenancy that a Tenant stops keeping a pet.

26.8.2 The purpose of a Pet Assessment is to either:

1) Confirm the condition and appropriateness of those parts of the Premises designated for the housing and care of pets; and/or

2) Identity any repairs that are required as a result of damage due to pets.

26.8.3 The Housing Department shall complete a Unit Assessment Report that confirms the condition of the unit including any deficiencies.

26.8.4 The report shall be reviewed and signed off by both the Housing Department and the Tenant(s), except where the Tenant(s) fails to participate in the assessment.

26.8.5 Where the assessment confirms repairs are required as a result of damage due to pets, the Housing Department shall proceed as set out in Section 25 of this Rental Housing Policy.

27 TRANSFER/RELOCATION OF TENANTS

27.1 Over-Housed Households

27.1.1 Where the number of Tenants and Authorized Occupants residing on a Premises on a permanent basis is fewer than the number of bedrooms required according to the Occupancy Standards, as set out in Section 10 of this Rental Housing Policy, this shall mean that the household is over- housed and that a transfer will occur when a unit becomes available.

27.1.2 Where the household has become over-housed and the Housing Department confirms that a replacement rental unit is available that meets the needs of the household size based on the Occupancy Standards set out in Section 10 of this Rental Housing Policy, the Housing Department may transfer the Tenant(s) and occupants to the replacement rental unit.

27.1.3 Transfer of the Tenant(s) shall be confirmed by the delivery of Notice of Tenant Transfer, A minimum of 30 days prior to the transfer date.

27.1.4 A minimum of 30 days prior to the transfer date, the Housing Department shall complete a home visit with the Tenant(s) to confirm the details and timing of the transfer/relocation including:

1) Timeframes for the transfer/relocation;

2) Review of the Occupancy Procedures, as set out in Section 9 of this Rental Housing Policy; and

3) Scheduling of Move-Out and Move-In Assessments.

27.1.5 Transfer/relocations to replacement rental units require that the Tenant(s) and the First Nation initial date and sign a new Residential Tenancy Agreement for the alternate rental unit.

27.1.6 Occupancy of the alternate rental unit shall be granted as set out in Section 9, Occupancy Procedures, of this Rental Housing Policy.

27.1.7 The signing of a new Residential Tenancy Agreement for the replacement rental unit shall void the terms and conditions set out in the Residential Tenancy Agreement for occupancy of the previous rental unit.

27.1.8 Where the transfer/relocation is at the request of the Housing Department, the Housing Department shall pay relocation costs of the contents of the home (excluding any equipment; recreational vehicles etc.) to a maximum amount of $100.

27.2 Under-Housed Households

27.2.1 Where the number of Tenants and Authorized Occupants residing on the premises on a permanent basis is greater than the number of bedrooms required according to the Occupancy Standards as set out in Section 10 of this Rental Housing Policy, this shall mean that the household is under­ housed and that a transfer will occur when a unit becomes Available.

27.2.2 In order for an Under-Housed Household to be eligible for transfer to a larger rental unit, the under-housed condition must be a result of children being added to the family and not based on additional occupants moving into the unit.

27.2.3 Where the household has become under-housed and the Housing Department confirms that a replacement rental unit is available that meets the needs of the household size based on the Occupancy Standards set out in Section 10 of this Rental Housing Policy, the Housing Department may transfer the Tenant(s) and occupants to the replacement rental unit.

27.2.4 Transfer of the Tenant(s) shall be confirmed by the delivery of Notice of Tenant Transfer, a minimum of 30 days prior To The transfer date.

27.2.5 A minimum of 30 days prior to the transfer date, the Housing Department shall complete a home visit with the Tenant(s) to confirm the details and timing of the transfer/relocation including:

1) Timeframes for the transfer/relocation;

2) Review Occupancy Procedures, as set out in Section 9 of this Rental Housing Policy; and

3) Scheduling of Move-Out and Move-In Assessments.

27.2.6 Transfer/relocations to replacement rental units require that the tenant(s) and the first nation initial date and sign a new residential Tenancy Agreement for the alternate rental unit.

27.2.7 Occupancy of the alternate rental unit shall be granted as set out in Section 9, Occupancy procedures, of this Rental Housing Policy.

27.2.8 The signing of a new Residential Tenancy Agreement for the replacement rental unit shall void the terms and conditions set out in the Residential Tenancy Agreement for occupancy of the previous rental unit,

27.2.9 Where the transfer/relocation is at the request of the Housing Department, the Housing Department shall pay relocation costs of the contents of the home (excluding any equipment, recreational vehicles etc.) to a maximum amount of $100.

27.3 Emergency, Health or Safety Transfers

27.3.1 In the event of marital breakdown or domestic dispute, Tenants may be relocated and tenancies re-assigned in accordance with Section 18 of this Rental Housing Policy.

27.3.2 In the event of health or safety issues, the Housing Department shall, within the resources available, relocate Tenants.

27.4 Tenant Requests for Transfer

27.4.1 Existing Tenants who are neither under-housed nor over-housed and wish to transfer to an alternate rental unit must submit a Rental Housing Application (Appendix D) to the Housing Department as set out in Section 7 of this Rental Housing Policy.

27.4.2 The Tenant's application for an alternate rental unit shall be considered equally with all other applications as set out in Section 8 of this Rental Housing Policy.

27.4.3 Where an application for an alternate rental unit for an existing Tenant is approved, the existing Tenant shall sign a new Residential Tenancy Agreement and shall be responsible for all costs associated with the transfer .

27.4.4 By end of the business day on March 1st of each calendar year, Eligible Applicants who wish to be considered for rental housing for that calendar year are required to submit a Rental Housing Application (Appendix D) to the Housing Department.

**28 Vacating Rental Units**

28.1 Temporary Absence

28.1.1 Tenant(s) may vacate a rental unit on a temporary basis, as either:

1) One Time Temporary Absence of greater than 90 but less than 30 consecutive days; or

2) Ongoing Temporary Absence of greater than 90 but less than 30 consecutive days for each calendar month.

28.1.2 In order to vacate the rental on a temporary basis, the Tenant(s) shall:

1) Complete and submit a Letter of Absence to the Housing Department;

2) Remain responsible to pay all housing costs including rent, utilities, and other service charges;

3) Arrange for on-site visits at least 1 per absent week to ensure the unit and property are secure and maintained in good order; and

4) Be responsible to pay the cost to repair any damage (labor and material) to the unit that occurs during their absence.

28.2 Indefinite Absence

28.2.1 Tenant(s) wishing to vacate the rental unit on an indefinite basis, defined as greater than 3 months but less than 1 months, may be permitted to retain tenancy only where they are vacating the unit during this period due for:

1) Employment;

2) Education; or

3) Medical treatment.

28.2.2 In order to vacate the rental on an indefinite basis, the Tenant(s) shall:

1) Complete and submit a Letter of Absence to the Housing Department;

2) Remain responsible to pay all housing costs including rent, utilities, and other service charges;

3) Arrange for on-site visits at least 1 per absent week to ensure the unit and property are secure and maintained in good order; and

4) Be responsible to pay the cost to repair any damage (labor and material) to the Unit that occurs during their absence.

28.2.3 Maximum Term of Indefinite Absence

The maximum term for an Indefinite Absence is 12 months.

28.3 Identifying Abandoned Rental Units

Where:

1) Where a rental unit remains vacant for more than 180 consecutive days and the Tenant(s) has/have failed to provide the proper Notice of Absence to the Housing Department; or

2) An absent Tenant fails to fulfill any of the obligations set out in Sections 29.1 or 29.2 of this Rental Housing Policy,

The Housing Department shall take action to secure the Premises as set out in Section 29 of this Rental Housing Policy.

**29 Abandoned Rental Units**

29.1 Identifying Abandoned Rental Units

30.1.1 Where:

1) A rental unit is vacated for more than 180 consecutive days and the Tenant(s) has/have failed to provide the proper Notice of Absence to the Housing Department, as set out in Section 29 of this Rental Housing Policy: or

2) An absent Tenant fails to fulfill any of the obligations set out in Sections 29.1 or 29.2 of this Rental Housing Policy,

The Housing Department shall:

1) Make all reasonable attempts, as set out in Section in Sections 30.1.2 and 30.1.3 below, to contact the Tenant(s) and ensure the long-term security of the Premises.

2) Take any immediate action necessary to secure the Premises.

29.1.2 Where the Housing Department is able to contact the absent Tenants(s) and the Tenant(s) continues to pay the monthly rent payments and housing charges as agreed in the Residential Tenancy Agreement and the Housing Department shall advise the Tenant(s) that:

In order to vacate the rental on a temporary or indefinite basis, the Tenant(s) must:

1) Complete and submit a Letter of Absence to the Housing Department, if this has not already been done;

2) Remain responsible to pay all housing costs including rent, utilities, and other service charges;

3) Arrange for at least 2 on-site visits per month to ensure the Premises is secure and maintained in good order; and

4) Pay the cost to repair any damage (labor and material) to the unit that occurs during their absence.

29.1.3 Where the Housing Department is unable to contact the absent Tenants(s), the Housing Department shall confirm, to the best of its knowledge, that the Tenant(s) has/have abandoned the Premises by carrying out the following actions:

1) Visiting the Premises on 6 separate occasions to contact the Tenant(s) and being unable to do so;

2) Making every attempt to contact by phone, registered mail and email the Tenant(s), a family member of the Tenant(s), or the alternate contact provided by the Tenant(s), to confirm the Tenant's intent to return to the rental unit;

3) Posting a written notice to the front door of the rental unit with a third party as witness to the delivery of the notice;

4) Visiting the premises and for an external assessment, confirming whether the Tenant's possessions remain in the unit; and

5) Contacting neighboring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the Tenant(s) has/have not occupied the unit in the past 180 day period.

29.2 Securing Abandoned Rental Units

Where the Housing Department confirms that the unit has been left in an insecure state and is unable to contact the Tenant(s), as set out in Section 30.1.3, the Housing Department shall enter and secure the Premises, including changing of the locks.

29.3 Termination of Tenancy for Abandonment

Where:

1) The absent Tenant(s), within 10 working days of being notified, fails to comply with the conditions set out in Section 30.1.2; or

2) The Housing Department determines that the rental unit has been abandoned, as set out in Section 30.1.3,

The Premises will be deemed to be abandoned Housing department shall request the Housing Committee to recommend to Chief and Council an Eviction Notice (Appendix G), as set out in Section 15.3(4) of this rental Housing Policy.

As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

**30 DISTURBING THE PEACE**

Disturbing the Peace occurs when a person engages in some form of disorderly conduct, such as fighting or threatening to fight in public or causing excessively loud noise by shouting, playing loud music or other means.

When a person's words or conduct jeopardizes the right of neighboring tenants, Occupants and home owners to the quiet enjoyment of their dwelling, that person is Disturbing the Peace.

30.1 Guidelines and Notices

30.1.1 Tenants shall keep noise to a minimum between 10:00pm and 7:00am on week days, and between 11:00pm to 8:00am on weekends.

30.1.2 Disturbing the Peace will be deemed to have occurred if a police incident report has been filed.

30.1.3 Each incident of Disturbing the Peace will result in a Disturbing the Peace Warning being:

1) Delivered by hand to an adult person residing in the Premises; and

2) Posted to the front door of the rental unit with a third-party as witness to the delivery of the Disturbing the Peace Warning.

The Disturbing the Peace Warning shall advise the Tenant(s) of:

1) The nature of the incident and when it occurred;

2) That after a total of 2 Disturbing the Peace incidents a Final Disturbing the Peace Warning will be issued; and

3) That after a Final Disturbing the Peace Warning has been issued, any further incidents of Disturbing the Peace shall result in an Eviction Notice (Appendix G) being issued.

30.2 Termination of Tenancy for Disturbing the Peace

After having delivered the Final Disturbing the Peace Warning, if the Tenant(s) are involved in a further incident of Disturbing the Peace, the Housing Department shall request to recommend to Chief & Council an Eviction Notice (Appendix G), as set out in Section 15.2 of this Rental Housing Policy.

As part of the request the Housing Department shall demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this rental housing policy.

**31 ILLEGAL AND UNLAWFUL ACTIVITY**

31.1 Illegal and Unlawful Activities

Activities that are Expressly or implicitly prohibited by any law of the Gwa'sala- 'Nakwaxda'xw First Nation or any law of general application that applies on-reserve are considered to be Illegal and Unlawful. Such activities include, but are not limited to:

1) The production, consumption and/or trafficking of drugs;

2) Activity related to gangs and organized crime;

3) The possession, use and/or selling of unregistered or illegal firearms;

4) Production or distribution of child pornography;

5) Trafficking of illegal cigarettes;

6) Use of the residence for the consumption of illegal drugs (crack house);

7) Bootlegging;

8) Uttering Threats;

9) Verbal, physical or sexual abuse; and

10) Aggravated assault or murder.

31.2 Termination of Tenancy Due to Illegal or Unlawful Activity on the Premises

31.2.1 Unauthorized, Illegal and Unlawful Home-Based Businesses

The following Illegal and Unlawful Activities are deemed to be Unauthorized Home-Based Businesses and subject to the Notice of default Procedures, as set out in Section 15.4(2) of this Rental Housing Policy:

1) The production, consumption and/or trafficking of drugs;

2) Activity related to gangs and organized crime;

3) The possession, use and/or selling of unregistered or illegal firearms;

4) Production or distribution of child pornography;

5) Trafficking of illegal cigarettes;

6) Use of the residence for the consumption of illegal drugs (crack house); and

7) Bootlegging.

For rental premises where such activities are occurring, the Housing Department shall request that Housing Committee authorize and issue a Notice of Default, as set out in Section 14.4(2) of this Rental Housing Policy.

As part of the request the Housing Department must able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

31.2.2 Tenant Conviction of a Summary or Indictable Offence

Where a Tenant(s) has/have been convicted, in court of law, of a summary or indictable offence, such as:

1) Uttering Threats;

2) Verbal, physical or sexual abuse;

3) Aggravated assault; or

4) Murder,

The Housing Department shall request the Housing committee to recommend to Chief & Council an Eviction Notice (Appendix G), as set out in Section 14.3(8) of this Rental Housing Policy.

As part of the request the Housing Department must able to demonstrate, through the relevant documentation, that policy and procedures were applied in accordance with the Principles of Program Administration set out in Section 3.6 of this Rental Housing Policy.

**32 Keys and Locks**

32.1 Authority to Change Locks

32.1.1 The Gwa'sala-'Nakwaxda'xw First Nation shall retain a copy of the keys for each rental unit.

32.1.2 The Gwa'sala-'Nakwaxda'xw First Nation shall not change the locks or other means of access to the Premises unless:

1) The Tenant(s) agree and are given new keys; or

2) The Tenant(s) have been evicted.

32.1.3 The Tenant(s) shall not change the locks or other means of access to the Premises without:

1) The written consent of the Gwa'sala-'Nakwaxda'xw First Nation; and

2) Providing the Gwa'sala-'Nakwaxda'xw First Nation with a copy of the new keys.

**33 First Nation Entry of the Rental Unit**

33.1 Authority of the Gwa'sala-'Nakwaxda'xw First Nation to Enter a Rental Unit

The Landlord and Tenant relationship created by the signed and dated Residential Tenancy Agreement, provides authority for an Authorized Representative of the Gwa'sala-'Nakwaxda'xw First Nation to enter the Premises to examine the condition of the unit.

33.2 Grounds for Entry

The Housing Department shall not enter the unit unless either:

1) An emergency exists;

2) The Tenant(s) consents at the time of entry;

3) The Tenant(s) gives consent, not more than 12 hours before the time of entry, to Enter for a specific purpose;

4) The Housing Department has given written notice of entry for a reasonable purpose not less than 12 hours before the time of entry;

5) The Housing Department has reasonable ground to believe that a Tenant(s) has/have abandoned the unit, as set out in Section 30 of this Rental Housing Policy; or

6) The Housing Department has reasonable grounds to believe that Illegal or Unlawful Activity is occurring/has occurred on the Premises, as set out in Section 31 of this Rental Housing Policy.

33.3 Non-Emergency Entry

Except in cases of emergency, the Housing Department shall enter the unit only between the hours of 8:00a.m. and 4:00p.m.

33.4 Emergency Entry

33.4.1 In the case of an Emergency Situation, the Housing Department may enter a rental unit at any time.

33.4.2 The Housing Department representative entering the unit is to be accompanied wherever possible by a witness (i.e. member of THE FIRST Nation administration, emergency responder). The Tenant(s) SHALL BE notified in writing of such an emergency entry and the reason(s) for such entry.

**34 FIRST NATION ACCESS AND ENTRY OF THE LAND**

34.1 No Impediments

34.1.1 Nothing shall impede the Gwa'sala-'Nakwaxda'xw First Nation from entering the property (land only) for the purposes of assessment without notice.

34.1.2 Nothing shall impede the Gwa'sala-'Nakwaxda'xw First Nation or contactors of the Gwa'sala-'Nakwaxda'xw First Nation to access the property (land only) for the purpose of installing any public utility or road.

34.1.3 Nothing shall impede the right of the Gwa'sala-'Nakwaxda'xw First Nation to surrender, designate or otherwise deal with all or part of any land at the expiration of the term of a Residential Tenancy Agreement or until such time as the Agreement is terminated.

**35 FIRE PROTECTION**

35.1 Smoke Detectors

35.1.1 Tenants Responsibilities:

1) Check and, if necessary, replace smoke detector batteries on a monthly basis; and

2) Notify the Housing Department immediately if a smoke detector is not working properly and/or seems to need repair or be replacement.

35.1.2 Gwa'sala-'Nakwaxda'xw First Nation Responsibilities:

3) Clean, inspect and annually test smoke detectors and replace as required; and

4) Replace batteries annually.

35.2 Chimneys, Fireplaces and Woodstoves

35.2.1 Tenants are required to keep the chimney and fireplace clear of debris.

35.2.2 On an annual basis, the Gwa'sala-'Nakwaxda'xw First Nation shall:

1) Inspect and clean the chimney;

2) Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and

3) Ensure that all installed fireplaces and woodstoves are properly installed and inspected as specified in the National Fire Code of Canada.

35.3 Fire Extinguishers

35.3.1 As set out in the Maintenance and Repair Schedule of Responsibilities (Appendix B of the Residential Tenancy Agreement), THE Gwa'sala- 'Nakwaxda'xw First nation shall, on an annual basis, check the gauge on all fire extinguishers and recharge or replace where necessary.

35.3.2 Tenants are required to keep fire extinguishers in an area that is easily accessible and known to all occupants.

35.4 Electrical and Wiring

35.4.1 The Gwa'sala-'Nakwaxda'xw First Nation shall ensure that all electrical and wiring is properly installed and inspected as specified in the National Building Code of Canada.

35.5 Matches, Candles and Cigarettes

35.5.1 Tenant Responsibilities:

1) Store matches, lighters and candles in a safe place away from children and sources of heat;

2) Only use confined candles (no freestanding candles), if necessary;

3) Never leave candles burning unattended;

4) Keep candles out of reach of children; and

5) Make sure that cigarettes are fully extinguished when finished smoking.

35.6 Firewood

35.6.1 Firewood shall be stored at least 10 feet from the rental unit.

35.6.2 Tenants are responsible for supplying their own firewood.

35.7 Hazardous Materials

35.7.1 Flammable materials, liquids and solvents shall be properly stored in metal containers, and kept at least 20 feet away from any residential dwellings.

35.7.2 Tenants are fully responsible and liable for the proper care, storage and disposal of Hazardous Materials within their homes and yards.

35.8 Brush and Debris

Tenants shall keep any brush or other flammable debris surrounding the rental unit to minimum.

35.9 Emergency Exits

35.9.1 Tenant Responsibilities

1) Plan an escape route in case of fire and rehearse your plan with family members and other occupants; and

2) Ensure an easily accessible alternative exit if the first exit is blocked by fire.

35.1O Community Firefighting Services

N/A

**36 Garbage Disposal**

36.1 Requirements and Procedures

36.1.1 Household garbage must be properly disposed.

36.1.2 Proper garbage disposal means placing the garbage in the Blue Garbage bins provided by the Gwa'sala-'Nakwaxda'xw First Nation.

36.1.3 Improper garbage disposal may be considered a disturbance or danger to neighbors.

**37 Recycling**

37.1 Requirements and Procedures

37.1.1 All Tenants and Occupants are asked to recycle recyclable goods.

37.1.2 Recycling material should be brought to the recycle station provided for by Gwa'sala-'Nakwaxda'xw First Nation on the days of recycling, Monday to Friday open between 1-5pm.

37.1.3 All materials must comply with the recycling policies of the Gwa'sala- 'Nakwaxda'xw First Nation.

**38 Vehicles and Parking**

38.1 Requirements and Procedures Tenants shall:

38.1.1 Have parking for their use, as specified in Section 17.1 the Residential Tenancy Agreement;

38.1.2 Limit the number of uninsured trailers, boats, snowmobiles, ATVs, motorcycles or RVs vehicles, on the property at any one time to 2;

38.1.3 As specified in the Schedule of Maintenance and Responsibilities, keep the driveway and walkways salted, sanded, clear of snow and safe for the passage of pedestrians and both emergency and non-emergency vehicles; and

38.1.4 Be responsible for all repair, replacement and maintenance costs related to any damage caused by driving or parking vehicles on any portion of the Premises.