

# **N'QUATQUA HOUSING POLICY & PROCEDURES**



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# PART 1: RESERVE HOUSING POLICIES

The following sections apply to all housing on N'Quatqua reserve land.

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## 2 INTRODUCTION

N'Quatqua's mission is to provide safe, affordable housing and support services for the N'Quatqua community. The Housing Policy supports the Nation's goals by helping to:

- Provide adequate houses on-reserve for N'Quatqua Band members;
- Make N'Quatqua a good place to live;
- Improve the overall understanding of housing issues and relative responsibilities;
- Strive for fairness in housing delivery and funding assistance;
- Assist the N'Quatqua Housing Department and Chief and Council in making housing decisions;
- Establish policies and procedures for housing occupation on N'Quatqua reserves; and
- Guide all N'Quatqua Members, the Housing Department, and Chief and Council fairly and transparently.

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### 3 DEFINITIONS

“**Adult**” means a person who has reached the legal age of majority in British Columbia. This age is 19 years old.

“**Appeals Committee**” means a designated group of N’Quatqua community members selected to serve as the decision-making body to resolve disputes at the formal hearing stage.

“**Arrears**” means Rent or other housing-related payments that are owed by a Tenant and have come due to N’Quatqua or a financial institution and have not been received by the payment due date.

“**Band List**” means the list of persons who are members of N’Quatqua maintained by INAC pursuant to s. 9 of the Indian Act, R.S.C. 1985 C. I-5, as amended.

“**Band Manager**” means the individual employed by N’Quatqua to manage N’Quatqua’s administration.

“**Certified Independent Building Inspector**” means a building inspector who has documented certification from the National Home Inspector Certification Council (NHICC) and who is qualified to inspect for compliance with the National Building Code and the BC Building Code.

“**CMHC**” means the Canada Mortgage and Housing Corporation.

“**Council**” means the duly elected Chief and Council of N’Quatqua.

“**Elder**” means a Member who is recognized as an Elder by N’Quatqua.

“**Homeowner**” means an individual that owns a home on N’Quatqua Land, but may or may not own the land on which the home sits.

“**Homeowner Agreement**” means an agreement between N’Quatqua and a Homeowner under this Housing Policy that confers on the Homeowner a right to construct, own, and/or occupy a Privately-Owned Home on N’Quatqua Land.

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

“**Housing Department**” means N’Quatqua department responsible for the administration of N’Quatqua housing programs and includes the Housing Manager and any staff of the Housing Department.

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**“Housing Manager”** means the N’Quatqua employee responsible for managing the day-to-day operations of the Housing Department, and the delivery and administration of N’Quatqua’s housing programs and services.

**“Housing Policy”** means this Housing Policy unless otherwise specified.

**“INAC”** means Indigenous and Northern Affairs Canada, formerly Aboriginal Affairs and Northern Development Canada (AANDC).

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

**”Member”** means an individual whose name appears or is entitled to appear on the Band List.

**”Minister”** means the Minister of Indigenous and Northern Affairs Canada or the Minister’s delegate.

**“Ministerial Loan Guarantee (MLG)”** is a guarantee of a loan by the Minister for housing on reserve. MLGs may be issued to N’Quatqua **acting on its own behalf or on behalf of an individual N’Quatqua member.**

**“N’Quatqua” or “the Nation”** means the N’Quatqua First Nation.

**“N’Quatqua House”** means a house that is owned by N’Quatqua and that is occupied by a Tenant under the terms of a Tenancy Agreement and includes the lands on which the house is situated.

**“N’Quatqua Land”** means Nequatque IRs 1, 2, 3, 3A, and 4 and any lands set apart by Canada now or in the future as reserve lands of the N’Quatqua.

**“N’Quatqua Law”** means any law, bylaw, regulation, rule or policy of N’Quatqua.

**“NOS”** means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household based on Household Composition.

**“Occupant”** means a person residing in the rental home for more than 21 consecutive days or 21 days over a 60-day period but who is not a Tenant. All Occupants must be registered with the Housing Department and listed on the Tenancy Agreement.

**“Privately-Owned Home”** means a home owned by a Homeowner under the terms of a Homeowner Agreement.

**“Proof of Income”** means documentation used to verify the annual income of a person or household and can include T-4’s, Revenue Canada Notices of Assessment (T451), pay stubs or

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other such documented proof of income as required by the Housing Department or a financial institution.

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

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

**“Rental Home”** means a N’Quatqua House or Rent-to-Own House that is owned by N’Quatqua and that is occupied by a Tenant under the terms of a Tenancy Agreement and includes the lands on which the house is situated.

**“Rent-to-Own Agreement”** means a written agreement made between N’Quatqua and a Tenant under this Housing Policy, that confers on the Tenant a right to occupy a Rent-To-Own House and the option to purchase the home (but not the lands on which the home is situated) in exchange for the payment of Rent to N’Quatqua for a fixed period of time, and includes any renewal of a Rent-to-Own Agreement.

**“Rent-to-Own House”** means a house owned by N’Quatqua which N’Quatqua makes available to Members for use and occupation through a Rent-to-Own Agreement.

**“Shelter Allowance”** means an allowable expense to assist with the cost of shelter (rent/mortgage and utilities) of an Income Assistance client ordinarily resident on-reserve under the conditions that have been outlined in INAC’s National Directive on the Administration of Shelter Allowance to Income Assistance Clients on-Reserve.

**“Spouse”** means either of two persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least one year and includes persons of the same gender.

**“Sublet”** means when a Tenant moves out of his or her Rental Home and rents (subleases) it to another person (subtenant).

**“Tenancy Agreement”** means either a Rental Agreement or a Rent-to-Own Agreement.

**“Tenant”** means a person who has entered into a Tenancy Agreement and is required to pay Rent to N’Quatqua in return for the right to use and occupy a Rental Home.

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## 4 AUTHORITY AND SCOPE OF THE POLICY

### 4.1 Authority of the Policy

4.1.1 This Housing Policy is made under the authority of band council resolution # \_\_\_\_\_ effective as of \_\_\_\_\_ and takes the place of all previous and existing housing regulations and policies within the scope defined below in section 4.2.

### 4.2 Scope of the Policy

4.2.1 This Housing Policy applies to all Housing on N'Quatqua Land, to all Housing Agreements, and to all housing services provided or administered by the Housing Department.

### 4.3 Applicable Laws

4.3.1 This Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable N'Quatqua Laws, including applicable federal and provincial legislation.

### 4.4 Application of Human Rights and Privacy Legislation

4.4.1 N'Quatqua is subject to the Canadian Human Rights Act in the provision and administration of housing services and allocation of housing. Human rights legislation and policies prohibit discrimination and harassment in the provision of a service or residential accommodation.

4.4.2 N'Quatqua is subject to the Personal Information Protection and Electronic Documents Act, which regulates the collection, use and disclosure of personal information by federal works, undertakings and businesses.

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## 5 THE N'QUATQUA HOUSING PROGRAM

### 5.1 Rental Housing

5.1.1 There are two different kinds of N'Quatqua-owned Rental Homes available to Members through the following housing programs and services:

- (a) N'Quatqua Houses (N'Quatqua financed or subsidized through CMHC or other programs).
- (b) Rent-to-Own Houses (N'Quatqua financed or subsidized through CMHC or other programs).

### 5.2 Privately-Owned Housing

5.2.1 The following options may be available to Members interested in a Privately-Owned Home:

- (a) Privately financing and constructing a new home (self-financed or through a Ministerial Loan Guarantee);
- (b) Purchasing a Privately-Owned Home from another Member (self-financed or through a Ministerial Loan Guarantee).

### 5.3 Construction Financing

5.3.1 The kinds of financing N'Quatqua uses to construct, renovate or repair its housing stock include, but are not limited to:

- (a) CMHC Section 95
- (b) CMHC RRAP / Emergency Maintenance
- (c) INAC Mould Remediation Grants
- (d) INAC Budget 2016 – 2018
- (e) INAC New Approach to Housing

5.3.2 The kinds of financing Members may use to construct, renovate or repair their privately-owned housing stock include:

- a) Private loan, with Ministerial Loan Guarantee (MLG).
- b) Sources identified in section 5.3.1, as applicable.

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# 6 AMENDMENTS

## 6.1 Amendment Procedures

- 6.1.1 If the Housing Department determines that amendments to the Housing Policy or any associated template documents, agreements or forms are necessary, the Housing Department will consult with the Band Manager and provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- 6.1.2 Council may approve the recommendation, reject it, or send it back to the Housing Department for clarification or revision.
  - (a) Council may request that the Housing Department consult with the N'Quatqua community prior to making a decision.
- 6.1.3 If the amendment is approved, Council may make any other amendments to the Housing Policy or associated template documents, agreements or forms by Band Council Resolution.
- 6.1.4 Amendments take effect:
  - (a) the date they are approved by the Council; or
  - (b) on another date approved by Council.
- 6.1.5 The Housing Department shall record any amendments to this Housing Policy on the Policy Amendment List (Appendix \*\*) and the amendments shall be numbered consecutively by date of approval.
- 6.1.6 If an amended Housing Policy is reissued, it shall be identified by date and shall cancel and replace all previous issues.
- 6.1.7 If any template document, agreement or form is amended, the Housing Department shall ensure that all templates in use are current and shall take all previous versions of the templates out of circulation.
- 6.1.8 The Housing Department shall post notice of any amendments in the Housing Department office and if the amendment will affect existing Tenants, shall provide written notice of the amendment to such Tenants.

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# 7 ROLES AND RESPONSIBILITIES

## 7.1 Policy Statement

- 7.1.1 The following section sets out the roles and responsibilities of all the people or entities who will be involved with or affected by N'Quatqua's Housing Policy.
- 7.1.2 For the Policy to function fairly and effectively, it is essential that all parties understand and adhere to their roles and responsibilities.
- 7.1.3 The policy framework is based on a model where the Housing Department is responsible for the day-to-day administration and majority of decision-making; the Band Manager for providing oversight and liaising with Council; and Council for keeping informed, providing support, and making decisions in select areas.

## 7.2 Chief and Council

- 7.2.1 The roles and responsibilities of Chief and Council include:
  - (a) Reviewing, approving and adopting housing policies, procedures and amendments;
  - (b) Reviewing recommendations and making decisions regarding annual Rent increases and Ministerial Loan Guarantees;
  - (c) Reviewing recommendations and making decisions regarding the funding, construction, or assignment of N'Quatqua Houses;
  - (d) Reviewing recommendations and making decisions regarding the allocation of lots and the construction, sale, or transfer of Privately-Owned Homes on N'Quatqua Lands;
  - (e) Participating in hearing of appeals as a member of the Appeals Committee;
  - (f) Supporting the Housing Department in the enforcement of housing policies and procedures;
  - (g) Reviewing updates regarding the operation of the housing program; and
  - (h) Ensuring a transparent decision-making process.

## 7.3 Band Manager

- 7.3.1 The roles and responsibilities of the Band Manager include:
  - (a) Overseeing the Housing Manager and reporting to Chief and Council;
  - (b) Ensuring that housing services and programs are provided and administered as intended and in accordance with principles of procedural fairness and natural justice;
  - (c) Reviewing recommendations from the Housing Manager and making decisions regarding housing programs and services;
  - (d) Reviewing recommendations from the Housing Manager and making decisions regarding housing goals, objectives, strategies, budgets, and funding applications related to the delivery and administration of housing programs and services;

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- (e) Reviewing recommendations from the Housing Manager and making recommendations to Chief and Council regarding housing policies, procedures and amendments;
- (f) Reviewing recommendations from the Housing Manager and making recommendations to Chief and Council regarding annual Rent increases and Ministerial Loan Guarantees;
- (g) Reviewing recommendations from the Housing Manager and making recommendations to Chief and Council regarding the funding, construction, sale, or transfer of N'Quatqua Houses;
- (h) Reviewing recommendations from the Housing Manager and making recommendations to Chief and Council regarding the assignment of lots and the construction, sale, or transfer of Privately-Owned Housing on N'Quatqua Lands; and
- (i) Supporting the Housing Manager in the administration and enforcement of housing policies and procedures in accordance with this Policy.

## **7.4 Housing Department**

7.4.1 The roles and responsibilities of the Housing Department include:

- (a) Administering all housing programs and services;
- (b) Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant and Tenant records in accordance with privacy laws;
- (c) Identifying new approaches to the delivery of on-reserve housing;
- (d) Working with other First Nations and First Nation organizations to resolve issues of common purpose;
- (e) Delivering housing education and information to Members, including conducting community meetings and workshops, and ensuring that Members have access to this Housing Policy, any reports of the Housing Department, and all applicable N'Quatqua Laws;
- (f) Maintaining the value of N'Quatqua's housing stock in a cost-effective manner and in accordance with this policy;
- (g) Monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Band Manager and Chief and Council as needed;
- (h) Researching new program options and issues that may impact delivery of the housing program;
- (i) Supporting the Band Manager in the annual review of housing goals, objectives, strategies, policies and procedures;
- (j) Preparing annual reports and budgets as required;
- (k) Developing a long-term housing strategy;
- (l) Preparing and submitting funding and grant applications; and

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- (m) Implementing and enforcing the Housing Policy and other housing related N'Quatqua Laws, plans and agreements.

## **7.5 Housing Manager**

7.5.1 The roles and responsibilities of the Housing Manager include:

- (a) Reporting to the Band Manager and making recommendations for Council decisions;
- (b) Overseeing Housing Department administration and Member relations;
- (c) Processing housing applications and maintaining the wait list;
- (d) Reviewing applications and making decisions regarding the allocation of rental housing;
- (e) Conducting and overseeing inspections, maintenance and repairs;
- (f) Working with applicants to complete affordability analyses;
- (g) Working with the Finance Department to ensure all payments are recorded and up-to-date;
- (h) Making decisions regarding evictions and managing the eviction process;
- (i) Working with Tenants and Homeowners to negotiate repayment agreements;
- (j) Managing housing budgets and financing;
- (k) Overseeing new construction and renovation;
- (l) Participating in investigations and hearing of appeals;
- (m) Providing notification to Tenants and Homeowners in accordance with the Policy;
- (n) Providing regular updates to the Band Manager and Chief and Council regarding the operation of the housing program; keeping the Band Manager and Chief and Council informed of any major Housing Department decisions or issues (e.g. allocation, evictions, etc.); and
- (o) Other tasks as may be needed for the proper administration of N'Quatqua's housing programs.

## **7.6 Appeals Committee**

7.6.1 The roles and responsibilities of the Appeals Committee include:

- (a) Participating in hearing of appeals and making decisions regarding appeals.

## **7.7 Finance Department**

7.7.1 The roles and responsibilities of the Finance Department include:

- (a) Keeping a record of all housing-related payments received by N'Quatqua; working with the Housing Department to ensure records are up-to-date; and
- (b) Providing information and guidance to Chief and Council or the Housing Department regarding financial matters as required (e.g. Ministerial Loan Guarantees).

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## **7.8 Social Development**

7.8.1 The roles and responsibilities of the Social Development Department include:

- (a) Working with the Finance Department and Housing Department to ensure payments are recorded and records are up-to-date

## **7.9 Lands and Resources Department**

7.9.1 The roles and responsibilities of the Lands and Resources Department include:

- (a) Developing long-term plans for the use and development of the Nation's lands and working with the Housing Department to ensure new housing is developed in accordance with the Nation's plans;
- (b) Reviewing applications for private development on N'Quatqua land, including the allocation of lots; making recommendations to the Housing Department; and
- (c) Submitting funding applications for lot servicing and related infrastructure to support housing development.

## **7.10 Tenants**

7.10.1 The roles and responsibilities of Tenants include:

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

## **7.11 Homeowners**

7.11.1 The roles and responsibilities of Homeowners include:

- (a) Reading, understanding and complying with the terms and conditions of this Housing Policy, any applicable N'Quatqua Laws and any Housing Agreement or other housing-related agreements to which they are a party, including being responsible for all maintenance; and
- (b) Participating in community meetings and workshops and engaging with the Housing Department where appropriate or necessary.

## **7.12 N'Quatqua Members**

7.12.1 The roles and responsibilities of N'Quatqua Members include:

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

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# PART 2: RENTAL & RENT-TO-OWN HOUSING POLICIES

The following sections apply to all rental housing (N'Quatqua Houses and Rent-to-Own Houses) on N'Quatqua reserve land.

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## 8 ELIGIBILITY REQUIREMENTS

### 8.1 Eligibility Requirements

8.1.1 To be eligible to apply for a Rental Home a person must:

- (a) Be a Member of N'Quatqua or be a Non-Member with custody of a Member minor;
- (b) Be in compliance with all applicable N'Quatqua Laws;
- (c) Be an Adult;
- (d) Provide Proof of Income sufficient to pay the Rent and related household expenses (such as utilities) for the duration of the rental period;
- (e) Have no Arrears or outstanding debt owing to N'Quatqua; and
- (f) Not have been evicted from any Rental Home or otherwise have a history of failure to comply with a Tenancy Agreement within the five years immediately preceding the date of application, except for:
  - (i) instances of eviction or non-compliance due to Arrears.
    - (A) In instances of eviction or non-compliance due to Arrears, a person must demonstrate, to the satisfaction of the Housing Department, a minimum of one year of good financial standing (e.g. no Arrears / adherence to Repayment Agreement, stable income, good credit, etc.) to be eligible to apply for a Rental Home.

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## 9 APPLICATIONS FOR RENTAL HOMES

### 9.1 Applications for Rental Housing

- 9.1.1 Any Member who meets the eligibility requirements in section 8.1 may apply for rental housing by submitting a completed application in the prescribed form to the Housing Department.
- 9.1.2 Applications may be submitted to the Housing Department at any time.
- 9.1.3 Applications for rental housing will be submitted to the Housing Department in a sealed envelope, marked personal and confidential.
- 9.1.4 The Housing Department will date and time stamp applications upon receipt and hold them securely.
- 9.1.5 The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and incomplete applications.
- 9.1.6 If an application is rejected as ineligible and/or incomplete, the Housing Department will notify the applicant and provide the applicant with an explanation about why the applicant is ineligible, and/or indicating the deficiencies in an incomplete application.
- 9.1.7 An applicant may correct an incomplete application and re-submit it at any time.
- 9.1.8 If an application is accepted as eligible and complete, the Housing Department will add the application to the waitlist and will provide the applicant with confirmation that the application is complete and placed on the waitlist for future review.
- 9.1.9 A completed application must include:
- (a) a completed Rental Housing Application (Appendix \*\*) form;
  - (b) the applicant's Proof of Income; and
  - (c) addresses of previous residences and landlord contact information.
- 9.1.10 The Housing Department may request additional information reasonably required to make a decision regarding the applicant's application and the allocation of Rental Homes.

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# 10 ALLOCATION OF RENTAL HOMES

## 10.1 Allocation Criteria

- 10.1.1 Rental housing allocation is governed by the Allocation Rating Guide in Appendix (\*\*)  
which is based on the following criteria:
  - (a) Time on waitlist;
  - (b) Ability to afford rent payments and household costs;
  - (c) Current living condition and/or special needs;
  - (d) References and ability to effectively meet responsibilities of tenancy; and
  - (e) Housing suitability (household and unit size).

## 10.2 Allocation Procedures

- 10.2.1 When a Rental Home becomes available the Housing Department will review all waitlisted applications.
- 10.2.2 The Housing Department will assign priority ratings in accordance with the N'Quatqua Allocation Rating Guide (Appendix \*\*).
- 10.2.3 Once all applications have been rated, the Housing Department will select the applicant with the highest rating and will allocate housing accordingly.
- 10.2.4 Where two applicants suitable for an available Rental Home have the same priority rating, preference shall be given to the application that was submitted first (i.e. has been on the waitlist the longest).
- 10.2.5 If an application is unsuccessful, the applicant may request an explanation from the Housing Department, and the Housing Department must then provide an explanation. The explanation must not include details of competing applications, and should focus on the rationale for the priority rating score assigned to the applicant.
- 10.2.6 Unsuccessful applications will be returned to the waitlist.
- 10.2.7 Applicants must update their waitlisted applications by March 31<sup>st</sup> of each year, and at any other time when the information on the application form changes. Applications that are not updated will be deemed inactive and the applicant will have to reapply.
- 10.2.8 At least one month prior to the expiry of a waitlisted application, the Housing Department will provide notice to applicants to remind them to update their applications.

## 10.3 Notification of Successful Application

10.3.1 The Housing Department will notify a successful applicant in writing of the offer to rent a particular Rental Home. This notification must include:

- (a) the address, rental rate, and number of rooms of the Rental Home;
- (b) a copy of the Rental Agreement or Rent-to Own Agreement;
- (c) information on how to obtain and view this Housing Policy, any other relevant documents, and all other applicable N'Quatqua Laws and policies;
- (d) the dates from which the applicant may choose for an orientation meeting with the Housing Department; and
- (e) the date by which the applicant must confirm acceptance of the offer by signing the Rental Agreement or Rent-to-Own Agreement and returning it to the Housing Department.

10.3.2 The applicant must respond to the notification of offer within 15 days of receipt of the offer to accept or decline the offer and to arrange a time with the Housing Department for an orientation meeting prior to executing the Tenancy Agreement.

10.3.3 If an applicant does not respond to the notification of offer within the time specified in the offer, the applicant is deemed to have declined the offer and the Housing Department may re-allocate the Rental Home.

10.3.4 If the applicant declines the offer, the applicant may request to remain on the waitlist.

# 11 OCCUPANCY PROCEDURES

## 11.1 Occupancy Procedures

- 11.1.1 Before occupying a Rental Home, a prospective Tenant must:
  - (a) Attend an orientation meeting with the Housing Department to:
    - (i) review the Tenancy Agreement, Housing Policy and N'Quatqua property insurance documents;
    - (ii) review maintenance and repair responsibilities; and
    - (iii) identify any issues that require resolution prior to commencement of the tenancy.
  - (b) Participate in a Move-In Condition Assessment of the Rental Home in accordance with section 28.2 of this Policy;
  - (c) Pay the first month's Rent to N'Quatqua;
  - (d) Pay the security deposit in accordance with section 25.1.1 of this Policy;
  - (e) If applicable, pay the pet damage deposit in accordance with section 25.1.2 of this Policy;
  - (f) Provide Occupant information as required for the Tenancy Agreement; and
  - (g) Execute the Tenancy Agreement and related documents.
- 11.1.2 A prospective Tenant must complete all of the processes required under this section within 15 days of accepting an offer of tenancy and before taking possession of the Rental Home.
- 11.1.3 If the applicant fails to comply with section 11.1.1, the Housing Department may rescind the offer and re-allocate the Rental Home.

## 11.2 Tenancy Agreements

- 11.2.1 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Housing Policy, including to:
  - (a) pay Rent and utility bills on time and in full;
  - (b) be responsible for any damage to the Rental Home due to accident or negligence;
  - (c) maintain the Rental Home in a clean, safe and orderly condition;
  - (d) care for and maintain the lands on which the Rental Home is located;
  - (e) permit only registered Occupants to reside in the Rental Home; and
  - (f) comply with any applicable N'Quatqua Laws.
- 11.2.2 In signing a Tenancy Agreement, N'Quatqua agrees to:
  - (a) allow the Tenant and Occupants to reside in the Rental Home; and
  - (b) provide and maintain the Rental Home in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenancy.

- 11.2.3 A Tenant who signs a Rent-to-Own Agreement will have the option to purchase the Rent-To-Own Home in accordance with the terms of the Rent-to-Own Agreement, section 30.1 of this Housing Policy and any N'Quatqua Laws governing allotments once the mortgage has been paid off and provided that the Tenant does not owe any Arrears or other debts to N'Quatqua. In all other respects, the relationship between the Tenant and N'Quatqua in respect of a Rent-To-Own Home is that of landlord and tenant.
- 11.2.4 Each Tenancy Agreement must be renewed by March 31<sup>st</sup> of each year (to go into effect on April 1<sup>st</sup>) and must be updated anytime there are changes to Tenant information, Occupants or Household Composition. Renewals may include any policy changes and updated Rent calculations.
  - (a) Rent-to-Own Agreements may be renewed every two (2) years, unless otherwise determined by the Housing Manager.
- 11.2.5 After a Tenancy Agreement has been signed by the Tenant and the Housing Manager, the Housing Department will:
  - (a) Provide the Tenant with a copy of the signed Tenancy Agreement;
  - (b) Securely keep the original and one copy of the signed Tenancy Agreement in the Tenant's file at the Housing Department; and
  - (c) Notify the Band Manager and Chief and Council of the new Tenancy Agreement.

### **11.3 Granting Occupancy**

- 11.3.1 Upon completion of all of the stages in this section (section 11), an applicant is entitled to occupancy of the Rental Home on the date set out in the Tenancy Agreement.
- 11.3.2 N'Quatqua will provide the Tenant with keys or other means of access to the Rental Home on or before the day on which the Tenant is entitled to take possession of the Rental Home.

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# 12 OCCUPANCY STANDARDS

## 12.1 Occupants

12.1.1 All persons who reside in the Rental Home for more than 21 consecutive days or 21 total days within a 60-day period are considered Occupants. All Occupants must be listed on the Tenancy Agreement.

12.1.2 The Tenant must notify the Housing Department prior to allowing any additional Occupants to reside in the Rental Home. The Housing Department will add the additional Occupant to the Tenancy Agreement, provided that the additional Occupant(s) complies with section 12.1.3. The Housing Department may request that the Tenant sign an addendum to the Tenancy Agreement confirming this change in occupancy.

12.1.3 The Housing Department may refuse to allow additional Occupants where such approval would result in overcrowding or failure to comply with the National Occupancy Standards (NOS).

- (a) National Occupancy Standards (NOS) require that housing units have enough bedrooms for the size and make-up of resident households. Enough bedrooms based on NOS requirements means one bedroom for:
  - (i) each cohabiting adult couple;
  - (ii) each lone parent;
  - (iii) each unattached household member 18 years of age and over;
  - (iv) each same-sex pair of children under age 18; and
  - (v) each additional child in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.

A household of one individual can occupy a bachelor unit (i.e. a unit with no bedroom).

12.1.4 A Tenant who allows an Occupant that is not listed on the Tenancy Agreement to reside in the Rental Home is in violation of the Housing Policy and may be evicted for cause in accordance with section 17.3.

## 12.2 Guests

12.2.1 N'Quatqua will not unreasonably prevent the Tenant from having guests in the Rental Home.

12.2.2 Tenants may permit guests to stay at the Rental Home for a maximum period of 21 consecutive days or 21 total days within a 60-day period.

## **12.3 Tenant Responsibility**

12.3.1 Tenants are responsible for the actions of all Occupants, pets, and guests residing in the Rental Home, including any conduct which results in damage to the Rental Home or is otherwise in violation of the Tenancy Agreement or this Housing Policy.

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# 13 TENANCY REVIEW MEETING

## 13.1 Tenancy Review Meeting

- 13.1.1 At least one month prior to the expiry of a Tenancy Agreement, the Housing Department shall arrange for a tenancy review meeting between N'Quatqua and the Tenant at a mutually agreeable date, time and location.
- 13.1.2 The purposes of the tenancy review meeting are to:
  - (a) determine if there is a mutual desire between N'Quatqua and the Tenant to renew the Tenancy;
  - (b) review any housing issues or concerns;
  - (c) review the Tenancy Agreement, the Housing Policy, and any applicable N'Quatqua Laws;
  - (d) confirm household composition; and
  - (e) renew the Tenancy Agreement.
- 13.1.3 A Tenant who fails to participate in the tenancy review meeting will not be eligible to renew his or her Tenancy Agreement.

## 14 RENT RATES

### 14.1 Rent Rates

- 14.1.1 Rent is a flat rate set by N'Quatqua and may be subject to CMHC or other operating agreements.
- 14.1.2 Rent will be reviewed annually and may be increased once each year by an amount recommended by the Housing Department and Band Manager and approved by Council.
- 14.1.3 Any adjustments to Rent will go into effect on April 1<sup>st</sup> of each year.
- 14.1.4 The Housing Department will give Tenants three months' written notice prior to any Rent increases.

# 15 PAYMENT OF RENT

## 15.1 Payment of Rent

- 15.1.1 Funds collected by the Housing Department as Rent contribute to the cost of housing for all Members, and protect N'Quatqua's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Tenancy Agreements.
- 15.1.2 Rent is due monthly and must be paid in full on the first day of every month.
- 15.1.3 In the event a Tenant moves into or vacates a Rental Home on a day other than the first day of the month, the payment for that month shall be prorated.
- 15.1.4 No partial payments will be accepted without the prior written consent of the Housing Department.
- 15.1.5 If the Housing Department accepts a partial payment of Rent, N'Quatqua does not waive the requirement for the Tenant to pay the remaining Rent owing.

## 15.2 Payment Methods

- 15.2.1 Rent may be paid by the following methods:
  - (a) Bank deposit; or
  - (b) Wage deduction.

## 15.3 Bank Deposit

- 15.3.1 Rent may be paid in-person by bank deposit at N'Quatqua's designated bank.
- 15.3.2 Tenants that pay rent by bank deposit must obtain a deposit slip from the bank and bring the slip to the Housing Department to demonstrate proof of payment.
- 15.3.3 The Housing Department will record the payment and issue a receipt to the Tenant.
- 15.3.4 Rent is not considered to be paid until the Tenant has obtained a receipt from the Housing Department.
- 15.3.5 The Housing Department will provide a copy of the rent receipt to the Finance Department.

## 15.4 Wage Deduction

- 15.4.1 Employees, contractors doing work for the N'Quatqua, and any other person on N'Quatqua's payroll may consent to have their Rent deducted directly from their paycheck in accordance with N'Quatqua's Personnel Policy.

## 15.5 Annual Statement of Account

- 15.5.1 At the end of each fiscal year, the Housing Department will provide each Tenant with an annual statement of account confirming:
  - (a) Rent payments received for the previous fiscal year;

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- (b) Any Arrears or other housing-related debt owed by the Tenant for the previous fiscal year; and
- (c) The services included in the Rent.

# 16 ARREARS

## 16.1 Arrears

- 16.1.1 All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.
- 16.1.2 Rent is considered to be in Arrears if the full amount is not paid by 4:30 p.m. on the first day of the month.
- 16.1.3 If provided for in the Tenancy Agreement, N'Quatqua may charge interest on any Arrears.
- 16.1.4 Arrears may be subject to other applicable N'Quatqua policies (e.g. the Personnel Policy).

## 16.2 First Notice of Arrears

- 16.2.1 The Housing Department will send the Tenant a First Notice of Arrears (Appendix \*\*) immediately after the date the Rent was due.
- 16.2.2 The First Notice of Arrears will state:
  - (a) the amount of Arrears;
  - (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
  - (c) that the Tenant has 30 days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
  - (d) that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 30 days, N'Quatqua will issue a Final Notice of Arrears (Appendix \*\*);
  - (e) that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 15 days after the issuance of a Final Notice of Arrears, N'Quatqua will terminate the Tenancy Agreement by issuing a Notice of Eviction (Appendix \*\*).

## 16.3 Final Notice of Arrears

- 16.3.1 The Housing Department will send the Tenant a Final Notice of Arrears (Appendix \*\*) immediately following the 30<sup>th</sup> day after the date the Rent was due.
- 16.3.2 The Final Notice of Arrears will state:
  - (a) the amount of Arrears;
  - (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
  - (c) that the Tenant has 15 days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and

- (d) that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within 15 days, N'Quatqua will terminate the Tenancy Agreement by issuing a Notice of Eviction (Appendix \*\*).

## **16.4 Arrears Repayment Agreement**

- 16.4.1 The purpose of an Arrears Repayment Agreement is to assist a Tenant to rectify any Arrears as soon as possible in a manner which is manageable for the Tenant.
- 16.4.2 N'Quatqua is under no obligation to enter into an Arrears Repayment Agreement with a Tenant.
- 16.4.3 In determining whether to agree with a Tenant to enter into an Arrears Repayment Agreement, the Housing Department may consider:
  - (a) the income of the Tenant;
  - (b) whether the Tenant has previously had Arrears;
  - (c) whether the Tenant has previously entered into Arrears Repayment Agreements and whether the Tenant defaulted on any of those agreements;
  - (d) the amount of the Arrears; and
  - (e) any other circumstances which the Housing Department, in its sole discretion, considers applicable in determining whether to agree to an Arrears Repayment Agreement.
- 16.4.4 If the Housing Department approves an Arrears Repayment Agreement, the terms of the agreement will be negotiated between the Tenant and the Housing Manager and set out in writing in the prescribed Arrears Repayment Agreement (Appendix \*\*).
- 16.4.5 For greater certainty, an Arrears Repayment Agreement is for Arrears only, and a Tenant who enters into an Arrears Repayment Agreement continues to have the obligation to pay Rent as it comes due.

# 17 TERMINATION OF TENANCY

## 17.1 Expiration of the Tenancy Agreement

17.1.1 Unless it is renewed, a tenancy ends on the date that a Tenancy Agreement expires and the Tenant must vacate the Rental Home.

## 17.2 Termination of Tenancy by Tenants

17.2.1 A Tenant may terminate the Tenancy Agreement by submitting a Notice to End Tenancy (Appendix \*\*) to the Housing Department at least 30 days prior to the intended termination date.

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

17.2.3 The Tenant must vacate the Rental Home on or before the termination date.

## 17.3 Termination of the Tenancy by N'Quatqua

17.3.1 Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement, the Housing Department will issue a Notice of Default (Appendix \*\*) to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.

17.3.2 Breaches that will result in a Notice of Default include, but are not limited to, the following (for default procedures related to Arrears, see section 16):

- (a) Significant Tenant Damage to the Rental Home;
- (b) Excessive noise caused by the Tenants between 11 p.m. and 7 a.m.;
- (c) People other than registered Occupants (i.e. listed on the Tenancy Agreement) residing in the Rental Home for more than 21 consecutive days or 21 total days within a 60-day period;
- (d) People in excess of NOS requirements residing in the Rental Home;
- (e) Refusal to resolve disputes;
- (f) Subletting the Rental Home;
- (g) Unauthorized use of the Rental Home;
- (h) Failure to maintain and repair the Rental Home as required, including yards;
- (i) Uncontrolled or unauthorized pets;
- (j) The Tenant has ceased to be eligible to reside on reserve; or
- (k) Unsanitary conditions in the Rental Homes.

17.3.3 A Notice of Default (Appendix \*\*) shall be delivered by hand to an Adult residing in the Rental Home or posted to the front door of the Rental Home with a third-party as witness to the delivery of the Notice.

17.3.4 If the breach is not resolved 30 days, a Tenant will be issued a Final Notice of Default (Appendix \*\*) granting the Tenant an additional 15 days to resolve the breach, and

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informing the Tenant that failure to do so will result in the issuance of an Notice of Eviction.

17.3.5 If the breach is not resolved within the time specified in the Final Notice of Default, the Housing Department will issue a Notice of Eviction in accordance with section 17.6.

## **17.4 Eviction for Severe Breaches**

17.4.1 Notwithstanding section 17.3.1, N'Quatqua may terminate a Tenancy Agreement and serve a Notice of Eviction (Appendix \*\*) without a prior Notice of Default (Appendix \*\*) if:

- (a) N'Quatqua determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Home as a result of the false declarations;
- (b) the Tenant, an Authorized Occupant, pet, or guest have:
  - (i) significantly interfered with or unreasonably disturbed another resident or N'Quatqua;
  - (ii) seriously endangered the safety, rights or interests of N'Quatqua or another resident;
  - (iii) engaged in illegal activity that has caused or could cause damage to the property, disturbed or threatened the security, safety or physical well-being of another resident, or endangered a lawful right or interest of another resident or N'Quatqua; or
  - (iv) caused major damage to the property or put N'Quatqua's property at considerable risk; or
- (c) the Tenant ceases to be a Member (except in instances of marital breakdown under section 19.1); or
- (d) the tenant has committed multiple breaches (received multiple Notices of Default) under section 17.3.2.

## **17.5 Eviction for Failure to Vacate**

17.5.1 Where a Tenancy Agreement has ended in accordance with sections 17.1, 17.2, or 17.3, a Tenant who fails to vacate the Rental Home may be evicted without a Notice of Eviction (Appendix \*\*) in the manner of an evictee subject to such a notice.

## **17.6 Issuing an Notice of Eviction**

17.6.1 If the Housing Department believes that a Tenant should be evicted per sections 17.3 or 17.4, the Housing Department will notify the Band Manager.

17.6.2 The Housing Manager and Band Manager will meet to determine whether to terminate the Tenancy Agreement and issue a Notice of Eviction (Appendix \*\*).

17.6.3 If the Housing Department and Band Manager agree to evict the Tenant, the Housing Department will serve the Tenant with a Notice of Eviction (Appendix \*\*) and the Tenancy Agreement will be terminated 30 days from the service of that Notice.

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- 17.6.4 Notwithstanding section 17.6.3, where a Tenant has caused a breach under section 17.4, N'Quatqua may, at its sole discretion, set a period of less than 30 days for the Tenant to vacate the unit.
- 17.6.5 The Housing Department will notify Chief and Council once the Notice of Eviction has been issued.
- 17.6.6 A Tenant is liable to pay Rent until the date that the Tenancy Agreement is terminated.

# 18 VACATING A RENTAL HOME

## 18.1 Vacating a Rental Home

- 18.1.1 Tenants must vacate a Rental Home when required to do so under the terms of an Tenancy Agreement, a Notice of Eviction (Appendix \*\*), or other notice to vacate issued in accordance with this Housing Policy.
- 18.1.2 Vacating a Rental Home means that the Tenant has removed their personal property, returned all keys to the Housing Department, and has left the Rental Home in a clean, undamaged condition, except for reasonable wear and tear, which includes:
  - (a) floors, carpets and walls are cleaned and washed;
  - (b) all light fixtures whole and undamaged with functioning light bulbs in place;
  - (c) appliances cleaned and free of all debris inside and out;
  - (d) all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean; and
  - (e) all garbage removed from the Rental Home.

## 18.2 Move-Out Condition Assessment

- 18.2.1 As part of vacating a Rental Home a Tenant is required to complete a Move-Out Condition Assessment as set out in section 28.2.

## 18.3 Unclaimed Possessions

- 18.3.1 A Tenant who vacates a Rental Home and leaves personal property behind must contact the Housing Department within 15 days of vacating the Rental Home to make arrangements to enter the Rental Home and remove the personal property.
  - (a) The Housing Department will attempt to contact the former Tenant or next-of-kin.
- 18.3.2 If the Tenant does not claim the personal property within the time specified in section 18.3.1, then the Housing Department may, at its sole discretion, discard, sell, or otherwise dispose of the personal property.
- 18.3.3 The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by N'Quatqua. If the personal property is sold, then any such debt will be reduced by the amount of the proceeds of sale, but any excess proceeds will remain the property of N'Quatqua.

# 19 MARITAL BREAKDOWN

## 19.1 Marital Breakdown

19.1.1 If there is a marital breakdown involving a Tenant or Tenants, the determination of which Spouse will retain possession of a Rental Home will be made in accordance with this Housing Policy and any applicable order of a court having jurisdiction.

19.1.2 To make a determination, N'Quatqua will consider a variety of factors, including:

- (a) the wishes of the Spouses;
- (b) the membership status of the Spouses;
- (c) if there are any Member children of the relationship; and
- (d) the ability of the Spouses to afford the Rental Home and meet the requirements of tenancy.

The following presents the various scenarios for making such a determination.

19.1.3 Both Spouses are Members:

- (a) If both Spouses are Members, they are considered to be Co-Tenants with equal rights to use and occupy the Rental Home.
- (b) The Spouses may reach an agreement on their own to determine who retains Tenancy of the unit.
- (c) Priority should be given to the Spouse that retains primary custody of Member children (if applicable).
- (d) The Spouse who leaves the unit may reapply for Rental Housing as a new Tenant.
- (e) If no mutual agreement can be reached, the Housing Department may assign the unit to the Spouse who retains primary custody of Member children (if applicable) or terminate the Tenancy Agreement and require that both parties reapply as new Tenants.

19.1.4 One Spouse is a Non-Member and there are no Member children:

- (a) If one Spouse is a Non-Member and there are no Member children of the relationship, the Tenancy Agreement is assigned to the Member Spouse, provided that Spouse is eligible to be a Tenant in accordance with section 8.1.

19.1.5 One Spouse is a Non-Member and there are Member children:

- (a) If one Spouse is a Non-Member and there are Member children of the relationship, the Tenancy Agreement will be assigned to the Spouse that has primary custody of the Member children.
  - (i) Unless otherwise determined by the mutual agreement of both Spouses.
- (b) If the Tenancy Agreement is assigned to a Non-Member (with custody of Member children), the Non-Member shall maintain the tenancy on behalf of the Member children until they are eligible to be a Tenant, at which point tenancy will be transferred to the Members.

- (c) In the case of a custody dispute, N'Quatqua may maintain the tenancy on behalf of Spouse with temporary custody of the Member children until the custody dispute is resolved.
  - (i) Unless otherwise determined by the mutual agreement of both Spouses.

## 20 DEATH OF A TENANT

### 20.1 N'Quatqua House Procedures

- 20.1.1 A Tenant of a N'Quatqua House does not own the house and cannot bequeath any interest or right in the N'Quatqua House to any person upon his or her death.
- 20.1.2 If a Tenant of a N'Quatqua House dies during the term of the Tenancy Agreement and there are no other Tenants party to the Tenancy Agreement, the Tenancy Agreement is terminated unless:
- (a) There is an Occupant of the N'Quatqua House that is willing and eligible to be a Tenant in accordance with section 8.1 and N'Quatqua elects to transfer the Tenancy Agreement to that individual.
    - (i) N'Quatqua is under no obligation to transfer the Tenancy Agreement in such instances.
  - (b) There is a surviving Non-Member Spouse of the deceased Tenant with custody of Member children. In such instances, Tenancy may be transferred to the Non-Member on behalf of the Member children until they are eligible to be Tenant(s).
  - (c) There is a surviving Non-Member Spouse of the deceased Tenant without custody of Member children. In such instances, the Spouse may remain in the N'Quatqua House for a period of 180 days in accordance with the Federal *Family Homes on Reserves and Matrimonial Interests or Rights Act* (s. 14).
- 20.1.3 Upon termination of the Tenancy Agreement, N'Quatqua will recover possession of the N'Quatqua House and may re-allocate it in accordance with section 10 of this Housing Policy.
- 20.1.4 If a Tenant of a N'Quatqua House with multiple Tenants dies during the term of the Tenancy, the surviving Tenant or Tenants may retain possession of the N'Quatqua House and become the sole Tenant or Tenants under the Tenancy Agreement provided that the surviving Tenant or Tenants continue to be eligible to be a Tenant as set out in section 8.1.
- 20.1.5 If the surviving Tenant or Tenants are not willing or eligible to remain as the sole Tenant or Tenants, the Tenancy Agreement is terminated and N'Quatqua will recover possession of the N'Quatqua House and may reallocate the home in accordance with this Housing Policy.

### 20.2 Rent-to-Own House Procedures

- 20.2.1 If a Tenant of a Rent-To-Own House dies during the term of the Tenancy Agreement and before the mortgage has been paid off, and the deceased Tenant has left a will bequeathing the interest of the Rent-To-Own House to a named beneficiary, the beneficiary may apply to the Housing Department to acquire the house in accordance with this Housing Policy. If the beneficiary is eligible, in accordance with section 8.1, to be a Tenant of a Rent-To-Own House, N'Quatqua may allocate the Rent-To-Own

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House to the beneficiary under a new Rent-to-Own Agreement that transfers all obligations to the beneficiary.

20.2.2 If there is no will, the Tenant's next-of-kin may identify a willing, eligible beneficiary to apply to acquire the house.

20.2.3 The equity and/or Arrears that the deceased Tenant had built up in the property by paying not paying Rent toward the mortgage will be transferred to the beneficiary.

(a) Unless Arrears are recovered under section 20.4.

20.2.4 If there is a dispute among the next-of-kin over who will be the beneficiary and the dispute cannot be resolved, N'Quatqua may, at its discretion, choose to reallocate the home in accordance with this Housing Policy.

### **20.3 Vacating the Rental Home and Unclaimed Possessions**

20.3.1 If a Tenant dies and the Housing Department determines that no next of kin or beneficiary is willing or eligible to take over the deceased Tenant's Tenancy Agreement, the Housing Department will provide notice to the deceased Tenant's family and estate providing 30 days for them to remove the deceased Tenant's personal property from the home. Once the personal property is removed or 30 days has elapsed, N'Quatqua may reallocate the Rental Home in accordance with this Housing Policy.

20.3.2 Any unclaimed personal property will be managed in accordance with section 18.3 of this Housing Policy.

### **20.4 Outstanding Arrears and Housing Charges**

20.4.1 If the deceased Tenant was in Arrears or otherwise in debt to N'Quatqua for housing related charges, N'Quatqua may file a claim against the estate of the deceased Tenant for repayment of the monies owed.

## 21 HOME-BASED BUSINESSES

### 21.1 Home-Based Business in the Rental Home

- 21.1.1 Tenants are only permitted to operate a home-based business Rental Homes with the prior written approval of the Housing Department.
- 21.1.2 Home based businesses are subject to the requirements of this Housing Policy and any other applicable N'Quatqua Law or policy (e.g. Land Use Plan).
- 21.1.3 Home-based businesses must be operated in a manner consistent with the responsibilities of Tenancy (e.g. not disturbing neighbours, not jeopardizing health or safety, etc.) or the Tenant may be found to be in violation of this Policy.
- 21.1.4 Home based businesses may not jeopardize any insurance policy carried by N'Quatqua for a Rental Home (see section 24.4).

### 21.2 Authorizing a Home-Based Business

- 21.2.1 Tenants must submit a request to the Housing Department to operate a home-based business that includes the following information:
  - (a) detailed description of the business and how it will operate;
  - (b) number of employees and hours of operation;
  - (c) anticipated impacts on the Rental Home and neighbouring units, including any potential hazards.
  - (d) confirmation that the business will be operated in accordance with industry standards, including certifications and insurance (as applicable);
  - (e) Any additional information that would be useful to determine the nature of the business, its operations, and the impacts on the Rental Home, neighbours, and/or the community.
- 21.2.2 The Housing Department will review the application and will consult with the relevant N'Quatqua administrative departments and external parties to ensure that the proposed business in compliance, as per section 21.1.
- 21.2.3 If the Housing Department approves an application to operate a home-based business in a Rental Home:
  - (a) The Tenant will sign and comply with an addendum to the Tenancy Agreement outlining the relevant terms and conditions.

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## 22 PETS AND ANIMAL CONTROL

### 22.1 Keeping Pets in a Rental Home

- 22.1.1 Tenants are only permitted to have pets in Rental Homes with the prior written approval the Housing Department.
- 22.1.2 The *Guide Dog and Service Dog Act* applies. If a Tenant requires a guide dog or service dog as defined in the *Guide Dog and Service Dog Act*, the Housing Department will approve the animal to reside in the Rental Home.

### 22.2 Authorizing Pets

- 22.2.1 For each pet a Tenant wishes to keep on the premises, they shall submit a Pet Request Form (Appendix \*\*) to the Housing Department for approval that includes the following information:
- (a) type, breed, age and size of pet;
    - (i) preference will be given to small dogs and cats;
  - (b) confirmation that the pet has been vaccinated and regularly treated for fleas and parasites; and
  - (c) information about how the animal will be cared for/contained when the Tenant is away from the Rental Home;
- 22.2.2 If the Housing Department approves an application to have a pet in a Rental Home:
- (a) the Tenant will sign and comply with a pet policy addendum to the Tenancy Agreement in the Pet Policy Tenancy Addendum (Appendix \*\*); and
  - (b) the Tenant shall provide the Housing Department with a pet damage deposit equal to half of one month's Rent which will be held by N'Quatqua in accordance with section 25.1 of this Housing Policy.

### 22.3 Tenant Responsibilities

- 22.3.1 To ensure the safety of residents, all pets must be leashed and / or kept within fenced areas on the Tenant's property.
- 22.3.2 The Tenant is solely responsible for any damage caused to the Rental Home by any animal the Tenant, Occupant or guest keeps at the Rental Home, regardless of whether the Housing Department has approved the animal to reside at the Rental Home.
- 22.3.3 If the Tenant fails to repair any such damage prior to termination of the Tenancy Agreement, N'Quatqua may apply the pet security deposit towards the costs of such repairs.

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## 23 SUBLETTING

### 23.1 Subletting

23.1.1 A Tenant shall not Sublet the Rental Home (see section 3 for definition of Sublet).

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## 24 INSURANCE

### 24.1 Property Damage and Fire Insurance

24.1.1 N'Quatqua will maintain property and fire insurance for all Rental Homes so long as N'Quatqua retains ownership of the Rental Home.

### 24.2 Property Damage and Fire Insurance – Rent-To-Own Houses

24.2.1 N'Quatqua is not responsible for maintaining property or fire insurance for Rent-To-Own Houses after the mortgage has been paid-off and ownership of the house has been transferred.

24.2.2 Rent-to-Own Tenants that would like to maintain property and/or fire insurance through N'Quatqua after the mortgage has been paid off and ownership of the home has been transferred, must sign a separate agreement with the Housing Department and pay any applicable fee as required under N'Quatqua's insurance policy.

### 24.3 Contents Insurance

24.3.1 N'Quatqua does not provide contents insurance for Tenants.

24.3.2 Tenants are strongly encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the Tenant's personal property will not be covered under the N'Quatqua's insurance policies.

24.3.3 Tenants that would like to maintain contents insurance through N'Quatqua, must sign a separate agreement with the Housing Department and pay an applicable fee.

### 24.4 Tenant Covenant

24.4.1 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of any insurance policy carried by N'Quatqua for a Rental Home.

24.4.2 A Tenant will immediately comply with any written notice from N'Quatqua or any insurer requiring the performance of works or discontinuance of any use of a house or lot in order to avoid invalidation or cancellation of any insurance policy carried by N'Quatqua for a Rental Home.

24.4.3 Tenants are responsible for any losses, costs or damages incurred by N'Quatqua for any conduct that voids an insurance policy carried by N'Quatqua for a Rental Home.

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## 25 SECURITY DEPOSIT

### 25.1 Security Deposits

- 25.1.1 All Tenants must pay a security deposit that is equal to one half of one month's Rent, before taking possession of a Rental Home.
- 25.1.2 All Tenants must pay a pet security deposit that is equal one half of one month's Rent before a pet may be kept in a Rental Home in accordance with section 22.22.2.2
- 25.1.3 The Housing Department will retain the security deposit(s) in trust for the Tenant for the duration of the Tenancy Agreement.
- 25.1.4 Within 30 days of the Tenant vacating the Rental Home at the termination or expiry of the Tenancy Agreement, or a pet vacating a Rental Home, the Housing Department will return a security deposit(s) to the Tenant unless:
- (a) the Housing Department makes a claim, in writing, against the security deposit(s) for Tenant damage to the Rental Home (including damage by Occupants, pets, or guests) or failure to leave the Rental Home in the condition required under this Policy; or
  - (b) the Housing Department makes a claim, in writing, against the security deposit(s) for unpaid Rent or Arrears;
- and any portion of the security deposit(s) not subject to such a claim will be returned to the Tenant.
- 25.1.5 A Tenant shall have the right to appeal a decision by the Housing Department to keep a portion of a security deposit as set out in section 39.

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## 26 MAINTENANCE AND REPAIRS

### 26.1 N'Quatqua Maintenance and Repair Responsibilities

26.1.1 N'Quatqua is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance to a Rental Home.

- (a) Major repairs and replacements include:
  - (i) Structural issues such as cracked foundation or leaking roof;
  - (ii) Health and safety issues, such as fire hazards, infestations, gas leaks, mold, or sanitary sewer discharge or backflow;
  - (iii) Repair or replacement of major appliances or fixtures;
  - (iv) Major interior repairs, such as holes in the walls, or broken windows; and
  - (v) Repairs to electrical, plumbing, and heating system.

26.1.2 N'Quatqua is additionally responsible for:

- (a) Ensuring that all maintenance and repair work overseen or carried out on the Rental home by the Housing Department meets or exceeds the requirements of the BC Building Code, any N'Quatqua Laws specifying building standards, and any other applicable by-laws, codes or regulations;
- (b) Ensuring all structural, heating, electrical and plumbing repair work carried out on the Rental Home is inspected and approved by a Certified Independent Building Inspector; and
- (c) Keeping records of all repairs carried out on the Rental Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

### 26.2 Tenant Maintenance and Repair Responsibilities

26.2.1 Tenants are responsible for the general maintenance, cleaning, and minor repairs and replacements to a Rental Home including:

- (a) General house cleaning and minor maintenance include:
  - (i) Keeping the toilet, shower, and sinks unblocked;
  - (ii) Pest control;
  - (iii) Monitoring and wiping up moisture;
  - (iv) Cleaning furnace and stove air filters;
  - (v) Garbage removal;
  - (vi) Cleaning the fireplace and keeping the chimney free of debris;
  - (vii) Yard clean up and weeding;
  - (viii) Keeping gutters clean, including ensuring the gutter leads are directed away from the foundation;
  - (ix) Snow removal near doors; and
  - (x) Maintaining the smoke detectors in good working order.

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- (b) Minor repairs and replacements include:
  - (i) Repairing small parts (i.e. washers, screws, and hinges on taps or fixtures);
  - (ii) Repairing scratches/marks, chipped paint on walls;
  - (iii) Repairing any appliances owned by the Tenant;
  - (iv) Repairing minor fixtures (i.e. broken door knobs, light switch plates);
  - (v) Repairing any minor damage caused by your guests, occupants, or pets;
  - (vi) Replacing minor bathroom fixtures (i.e. shower curtain or toilet seat);
  - (vii) Replacing furnace or other air filters;
  - (viii) Replacing light bulbs; and
  - (ix) Replacing smoke alarm batteries.

26.2.2 Tenants must, as soon as is reasonably possible, report to the Housing Department, any major maintenance issues, including:

- (i) Water coming through ceiling, walls or flooring;
- (ii) Mold;
- (iii) Leaking faucets or toilets;
- (iv) Missing roof shingles;
- (v) Broken fans;
- (vi) Broken windows;
- (vii) Water pooling around the house;
- (viii) Smoke detectors not working;
- (ix) Damaged fire extinguishers;
- (x) Holes in walls;
- (xi) Damaged or broken appliances;
- (xii) Sewer back ups; and
- (xiii) The smell of propane or gas fumes.

26.2.3 Tenants must complete and submit the applicable Seasonal Checklist (Appendix \*\*) to the Housing Department to confirm completion of their maintenance responsibilities. Checklists for each season must be completed and submitted by the following dates:

- (a) Fall: September 30
- (b) Winter: December 31
- (c) Spring: March 31
- (d) Summer: June 30

26.2.4 Tenants must report any maintenance issues requiring action by N'Quatqua to the Housing Department as soon as is reasonably possible by submitting a Maintenance Request Form (Appendix \*\*) to the Housing Department.

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- 26.2.5 The Tenant is responsible for the proper care and storage of any hazardous materials within their homes, yards and common living areas, in accordance with N'Quatqua's insurance policy (see section 24.4).
- 26.2.6 If a Tenant is in possession of any firearms, ammunition or other weapons on or around the Rental Home, the Tenant must advise the Fire Department immediately.
- 26.2.7 Tenants shall not remove any fixtures from the Rental Home.
- 26.2.8 Tenants shall not remove any appliances from the Rental Home, unless those appliances are the property of the Tenant.

**26.3 No reimbursement for costs which are the responsibility of the Tenant**

- 26.3.1 A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in a Tenancy Agreement or in this Housing Policy.
- 26.3.2 If the Tenant is unable to cover the costs and the matter is not considered to be an emergency under section 26.5 of this Policy, N'Quatqua will not make the repair on the Tenant's behalf.
  - (a) The Tenant may risk being in default of the policy if the matter is left unattended.

**26.4 Alterations, Additions, and Improvements**

- 26.4.1 A Tenant wishing to make any alterations, additions or improvements to the Rental Home must first obtain written approval of the Housing Department.
- 26.4.2 Unapproved alterations, additions or improvements may be subject to removal by the Housing Department at the expense of the Tenant.
- 26.4.3 Unless otherwise agreed to in writing, N'Quatqua is not responsible for the cost of repairs to any unapproved alterations, additions or improvements.

**26.5 Emergency Repairs**

- 26.5.1 Emergency Repairs are related to health, safety and structural issues and include repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:
  - (a) An accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon dioxide detectors;
  - (b) A hazard to the immediate health or safety of Tenants, Occupants or any person;
  - (c) The loss, or potential loss, of an essential service such as electricity, plumbing or heat; or
  - (d) Any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.
- 26.5.2 Tenants are responsible for reporting any circumstance which may warrant an emergency repair to the Housing Department as soon as possible.

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- 26.5.3 The Housing Department shall make all reasonable efforts to respond to emergency repairs as soon as possible, and, where possible, within 48 hours of receiving notification of the need for emergency repairs.
- 26.5.4 Where emergency repairs are performed by the Housing Department and those emergency repairs were necessary as a result of damage or neglect on the part of the Tenant, the Tenant shall be responsible for the cost of those emergency repairs, in accordance with section 27 of this Housing Policy.
- 26.5.5 In urgent circumstances where it is necessary for a Tenant to make an emergency repair, or to engage a third party to make an emergency repair, N'Quatqua will reimburse the Tenant for the costs of that emergency repair, provided that, in the opinion of the Housing Department, that emergency repair was urgently necessary, it was not possible or practical for the Housing Department to make that repair in a timely manner, and the costs of the emergency repair were reasonable.

**26.6 No Repairs to Rental Homes in Arrears**

- 26.6.1 The N'Quatqua will not make repairs for which it is responsible under this Policy or under a Tenancy Agreement where that Rental Home is in Arrears, unless:
  - (a) the repairs are emergency repairs;
  - (b) N'Quatqua deems the repairs necessary to preserve the value of its community housing assets; or
  - (c) the Tenant has demonstrated a period of good financial standing (e.g. consistent Rent payment, adherence to Repayment Agreement, etc.) to the satisfaction of the Housing Department.

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## 27 NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM

### 27.1 Tenant Damage

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

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

27.1.2 Tenants are solely responsible for all costs of repairs to a Rental Home and/or replacement of any fixtures or appliances where those costs are a result of Tenant Damage.

### 27.2 Condition Assessment

27.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a Tenant Damage Assessment (Appendix \*\*) in accordance with section 28.4.1.

### 27.3 Notice of Tenant Damage

27.3.1 If after completing a Tenant Damage Assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a written Notice of Tenant Damage (Appendix \*\*) to the Tenant containing the following information:

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

### 27.4 Performance of Repairs

27.4.1 The Housing Department will carry out the repairs and/or replacements set out in the Notice of Tenant Damage (Appendix \*\*) and the costs will be invoiced to the Tenant.

### 27.5 Invoice Payment

27.5.1 The Tenant must pay the invoice for Tenant Damage repairs within 30 days of receipt of the invoice by either:

- (a) paying the amount in full; or
- (b) negotiating a Tenant Damage Repayment Agreement (Appendix \*\*) with the Housing Department.

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- 27.5.2 The Housing Department has no obligation to enter into a Tenant Damage Repayment Agreement.
- 27.5.3 The Housing Department may not enter into a Tenant Damage Repayment Agreement with a Tenant unless the Tenant pays a minimum of percentage of the estimated repair costs (i.e. down payment) on the date the agreement is entered into.
- 27.5.4 If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a Tenant Damage Repayment Agreement, the Housing Department may issue a Notice of Default in accordance with section 17.3.1.

**27.6 Tenant Damage Discovered Upon Move-Out or Abandonment**

- 27.6.1 Where Tenant Damage is discovered during a move-out assessment, the Housing Department may deduct the costs to repair Tenant Damage discovered from the Tenant’s security deposit in accordance with section 25.1.4.
- 27.6.2 Where repair costs exceed the security deposit the Housing Department will forward an invoice stating the repair and/or replacement costs of the Tenant Damage which exceeds the amount of the security deposit.

**27.7 Vandalism**

- 27.7.1 If a third party, who is not a guest of a Tenant or an Occupant, vandalizes a Rental Home, the Tenant must report such damage to the Housing Department and to the Tribal Police immediately.
- 27.7.2 When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a condition assessment Vandalism Assessment (Appendix \*\*) in accordance with section 28.4.1.
- 27.7.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Rental Home that are caused by third party vandalism, providing that the Tenant has:
  - (a) reported the break-in and/or vandalism to both the Housing Department and to the Tribal Police in a timely manner;
  - (b) filed a police report; and
  - (c) submitted a copy of the police report to the Housing Department.
- 27.7.4 If the Housing Department, during a condition inspection, finds unreported third party damage to a Rental Home, the Housing Department will:
  - (a) file a police report with the Tribal Police; and
  - (b) refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.
- 27.7.5 If the Tenant does not report third party damage to a Rental Home in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.
- 27.7.6 The Housing Department is not responsible for any damage to the Tenant’s personal property which is caused by a third party.

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## **27.8 Notice of Default for Significant Damage**

27.8.1 Where it determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third party vandalism, the Housing Department may issue a Notice of Default (Appendix \*\*) in accordance with section 17.3.1 of this Housing Policy.

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## 28 CONDITION ASSESSMENTS

### 28.1 General Policy

- 28.1.1 The Housing Department will conduct condition assessments of all Rental Homes in accordance with this Housing Policy to assess maintenance and repair needs and to identify any misuse or negligence by a Tenant, Occupant or guest.
- 28.1.2 Except in the case of emergencies, abandoned Rental Homes, or where the Housing Department is unable to reach Tenant after reasonable efforts, Tenants must be present for all condition assessments.
- 28.1.3 Except as otherwise specified in this Housing Policy, at the conclusion of any condition assessment, the Housing Department will review the completed Condition Assessment Report with the Tenant and each of the Housing Department and Tenant will sign and retain a copy of the report.
- 28.1.4 The Housing Department will keep up to date Condition Assessment Reports for all Rental Homes.

### 28.2 Move-in and Move-out Assessments

- 28.2.1 The Housing Department and Tenant will complete a move-in condition assessment of the Rental Home on or before the day on which the Tenant is entitled to occupy a Rental Home and on or before any day on which the Tenant is entitled to bring a pet to reside in the Rental Home.
- 28.2.2 The Housing Department and Tenant will complete a move-out condition assessment of the Rental Home anytime a Tenant is vacating a Rental Home and anytime a Tenant ceases keeping a pet at the Rental Home.
- 28.2.3 A move-out condition assessment will be completed on or after the day on which the Tenant ceases to occupy the Rental Home, or on or after the day on which the Tenant ceases keeping a pet in the Rental Home, or on another mutually agreed upon day.
- 28.2.4 The Housing Department shall provide the Tenant with a copy of the signed Move-In/Move-Out Assessment (Appendix \*\*).
- 28.2.5 The Housing Department shall make reasonable efforts to accommodate a Tenant and shall offer no fewer than two opportunities to the Tenant to schedule a move-in or move-out condition assessment.
- 28.2.6 If a Tenant fails or refuses to participate in a move-in or move-out condition assessment and the Housing Department has complied with the requirements in section 28.2.5, then:
- (a) the Housing Department may conduct the move-out condition assessment and complete the Condition Assessment Report without the Tenant being present; and
  - (b) the Tenant's right to the return of a security deposit or pet damage deposit, or both, is extinguished.

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- 28.2.7 Except where a Tenant has abandoned the Rental Home, N'Quatqua's right to claim the security deposit or pet damage deposit, or both, is extinguished if the Housing Department fails to:
- (a) comply with section 28.2.5;
  - (b) participate in either a move-in or move-out condition assessment; or
  - (c) provide the Tenant with a copy of the Move-In/Move-Out Assessment (Appendix \*\*).

**28.3 Annual Maintenance Planning Assessment**

- 28.3.1 The Housing Department shall complete a Maintenance Planning Assessment Appendix \*\*) with the Tenant for each Rental Home on an annual basis.
- 28.3.2 The Maintenance Planning Assessment shall identify:
- (a) unreported damage or vandalism;
  - (b) maintenance or repairs that are not being completed as required; and/or
  - (c) any future repairs that will be needed for the Rental Home.
- 28.3.3 The Housing Department will provide the Tenants at least one week's written notice prior to the date of assessment.

**28.4 Other Assessments**

- 28.4.1 The Housing Department may enter a Rental Home to conduct a condition assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with section 35.1.1 of this Housing Policy.
- 28.4.2 The Housing Department may retain the services of external inspectors and building experts to conduct a condition assessment of the Rental Home at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with section 35.1.1 of this Housing Policy.
- 28.4.3 In the case of a health and safety emergency, including natural disasters, the Housing Department or delegate may enter a Rental Home without notice to the Tenant and in accordance with section 35.2.1 of this Housing Policy to conduct an assessment of emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.

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## 29 TRANSFER OR RELOCATION OF TENANTS

### 29.1 Transfers Required to meet NOS

29.1.1 N'Quatqua may require a Tenant to transfer to an alternative available Rental Home, or to exchange Rental Homes with another Tenant, in order to ensure that the Tenant's Household Composition conforms with the NOS.

- (a) This applies to situations of both over-housing and under-housing for Rental Houses and over-housing (only) for Rent-to-Own Houses.

29.1.2 If a Tenant anticipates that the Tenant's Household Composition will change as a result of a birth, death, or other event, the Tenant must notify the Housing Department as soon as possible and may request a tenancy transfer if the change to the Household Composition will result in either under-housing or over-housing in relation to the NOS, per section 29.1.1.

### 29.2 Emergency Transfers

29.2.1 N'Quatqua may transfer a Tenant to an available Rental Home at any time such transfer is required as a result of an emergency (fire, flood, earthquake, etc.). Such transfer may be temporary or permanent as required by circumstances and availability of alternative housing and will be decided on a case-by-case basis.

29.2.2 If no Rental Home is available, N'Quatqua will work with the Tenant to find suitable accommodation on or off reserve.

### 29.3 Transfer to Another Rental Home Requested by Tenant

29.3.1 A Tenant may request to relocate to another Rental Home at any time and for any reason by submitting a new Rental Housing Application (Appendix \*\*) and relevant supporting information to the Housing Department in accordance with section 9.1 of this Housing Policy. Housing will be allocated in accordance with section 10.

### 29.4 Transfer of Tenancy Requested by Tenant

29.4.1 If a Tenant of a Rental Home can no longer meet the terms of his / her Tenancy or Rent-to-Own Agreement, he / she may request to transfer his / her tenancy to another individual. Such requests will be addressed as follows:

- (a) N'Quatqua Houses:
  - (i) If there is an Occupant that is willing and eligible to be a Tenant in accordance with section 8.1 and if N'Quatqua elects to transfer the Tenancy Agreement to that individual, the transfer may be completed in accordance with this Policy.
  - (ii) N'Quatqua is under no obligation to transfer tenancy in such instances and may terminate the Tenancy Agreement in accordance with this Policy.
- (b) Rent-to-Own Houses:
  - (i) See section 31.

**29.5 Re-Allocation of Rent-to-Own Houses by N’Quatqua**

29.5.1 Any transfer that involves a Rent-to-Own House still under a mortgage that has come available for re-allocation must be made in accordance with section 31.1 of this Housing Policy.

**29.6 Notice of Transfer**

29.6.1 With the exception of emergency transfers, if a transfer is required by N’Quatqua in accordance with this section, N’Quatqua will provide the Tenant with a written notice at least 30 days before termination of the existing Tenancy Agreement.

**29.7 Termination of Previous Tenancy Agreement**

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

## 30 TRANSFER OF OWNERSHIP – RENT-TO-OWN

### 30.1 Transfer of Ownership – Rent-to-Own

- 30.1.1 N’Quatqua retains ownership of all Rent-to-Own Homes until the Tenant has paid sufficient Rent to pay off the mortgage in accordance with the terms of the Rent-to-Own Agreement. When the Tenant has met the conditions of the Rent-to-Own Agreement, the Tenant will have the option to purchase the Rent-to-Own Home by paying the purchase price to the Housing Department, provided the Tenant:
- (a) is not in Arrears and is not otherwise in breach of the Rent-to-Own Agreement or this Housing Policy; and
  - (b) agrees to all terms, conditions, roles, and responsibilities of homeownership and is willing to sign a Homeowner Agreement.
- 30.1.2 The purchase price is one dollar.
- 30.1.3 The Tenant may only purchase the Rent-to-Own Home and accessory buildings (e.g. garage). All land and servicing infrastructure remains under sole ownership of N’Quatqua.
- 30.1.4 Once the Tenant has paid the purchase price, as specified in the Rent-to-Own Agreement and this Housing Policy, the Housing Department will submit a written request to Chief and Council to transfer ownership of the Rent-to-Own House to the Tenant by way of a Band Council Resolution (BCR).
- (a) The transfer is only complete if Chief and Council sign and adopt a BCR.
- 30.1.5 Once the transfer is complete, the former Tenant is now considered a Homeowner under this Policy and is subject to all applicable policies and procedures associated with homeownership.
- 30.1.6 N’Quatqua is no longer responsible for the home (or for providing insurance, per section 24).

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## 31 TRANSFER & RE-ALLOCATION OF RENT-TO-OWN HOUSES

### 31.1 Transfer of Tenancy Requests – Rent to Own Houses

- 31.1.1 A Tenant of a Rent-To-Own House that is in good financial standing (e.g. no Arrears, adherence to Repayment Agreement, etc.) but no longer willing or able to meet the terms of the Rent-to-Own Agreement, may request to transfer the interest of the Rent-To-Own House to a beneficiary eligible under section 8.1.
- 31.1.2 If the beneficiary is willing and eligible to be a Tenant of the Rent-To-Own House and can demonstrate, to the satisfaction of the Housing Department and Band Manager, that he / she can meet the terms of a Rent-to-Own Agreement, the Housing Department may assign the Rent-To-Own House to the beneficiary under a new Rent-to-Own Agreement.
- (a) The new Agreement shall transfer all obligations, including equity and/or outstanding Arrears accumulated under the previous tenancy, to the beneficiary.
  - (b) The terms of the new Rent-to-Own Agreement may vary from the previous agreement.
- 31.1.3 N'Quatqua is under no obligation to agree to the transfer and may terminate the tenancy in accordance with this Policy and reallocate the unit in accordance with section 31.2.

### 31.2 Re-Allocation of Rent-to-Own Houses by N'Quatqua

- 31.2.1 If the Rent-to-Own Agreement is terminated at any time before the mortgage is paid in full, the Tenant will be ineligible to exercise the option to purchase and N'Quatqua will retain ownership of the Rent-to-Own House.
- 31.2.2 N'Quatqua may re-allocate the Rent-to-Own House in accordance with the allocation procedures in section 10 of this Housing Policy.
- (a) For Rent-to-Own Homes that have had significant portions of the mortgage paid off, N'Quatqua may give priority to eligible applicants that have:
  - (b) A demonstrated history of paying rent in-full and on-time and for an extended period of time and/or, if possible, for a period similar to that of the previous Rent-to-Own Tenant.
- 31.2.3 If the former Tenant was in Arrears or otherwise in debt to N'Quatqua for housing related charges, N'Quatqua may file a claim against the Tenant for repayment of the monies owed.

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## 32 CONVERTING A N'QUATQUA HOUSE TO A RENT-TO-OWN HOUSE

### 32.1 Converting a N'Quatqua House to a Rent-to-Own House

- 32.1.1 To encourage homeownership, current Tenants with at least 5 years of tenancy may have the opportunity to convert their N'Quatqua House to a Rent-to-Own House.
- 32.1.2 Interested Tenants may set up a meeting with the Housing Manager to inquire about the possibility of conversion. The Housing Manager may request the Tenant bring supporting information to assist in making a decision (see section 32.1.3 for criteria).
- 32.1.3 The opportunity to convert a N'Quatqua House to a Rent-to-Own House is at the full discretion of N'Quatqua and is subject to the following considerations:
- (a) Length of existing tenancy:
    - (i) Tenants must have at least 5 years of Tenancy to be eligible.
  - (b) Tenant history and finances;
  - (c) The terms of the mortgage;
  - (d) N'Quatqua's financial situation;
  - (e) The Tenant's willingness to sign a Rent-to-Own Agreement; and
  - (f) Any other factors that N'Quatqua feels is relevant to making a decision on this matter.
- 32.1.4 The Housing Manager will review the Tenant's request and supporting information with the Band Manager.
- 32.1.5 If the Housing Manager / Band Manager agree that the criteria is met and the N'Quatqua House may be converted, they will consult with the Tenant on the terms of the Rent-to-Own Agreement.
- (a) N'Quatqua may consider previous Rent payments as equity towards the mortgage of the home, thus reducing the duration of the Rent-to-Own Agreement.
    - (i) This is at the full discretion of N'Quatqua and cannot be guaranteed.
- 32.1.6 If an agreement is reached in principle with the Tenant, the Housing Manager / Band Manager shall make a recommendation to Chief and Council to convert the N'Quatqua House to a Rent-to-Own House.
- 32.1.7 If Chief and Council agree with the recommendation, they shall sign and adopt a BCR.
- 32.1.8 Once the BCR is signed, the Tenant shall sign the Rent-to-Own Agreement.
- 32.1.9 The conversion is only complete when both the BCR and Rent-to-Own Agreement is signed.
- 32.1.10 Tenants will be subject to the same requirements that apply to Rent-to-Own Houses under this Policy.

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## 33 ABSENCES AND ABANDONMENT

### 33.1 Extended Absences

- 33.1.1 If a Tenant will be absent from the Rental Home for 30 or more consecutive days, the Tenant must notify the Housing Department.
- 33.1.2 During an authorized extended absence:
- (a) The Tenant must make arrangements for a responsible party to take care of the Rental Home during the Tenant's absence, including completing routine preventative maintenance and monitoring to prevent vandalism and other hazards.
  - (b) The Tenant is fully responsible for the Rental Home during his / her absence.

### 33.2 Abandoned Rental Homes

- 33.2.1 If Tenant is absent from the Rental Home for 30 or more consecutive days without notifying the Housing Department, the Tenant shall be in default of the Policy.
- 33.2.2 The Housing Department shall send a First Notice of Abandonment (Appendix \*\*) to the Tenant.
- 33.2.3 The Tenant shall have 30 days to respond to the First Notice of Abandonment.
- (a) After sending the Notice, the Housing Department shall make at least two attempts to contact the Tenant by phone and/or through next-of-kin.
- 33.2.4 If the Tenant has not responded to the First Notice of Abandonment by contacting the Housing Department within the 30-day period and/or the Housing Department has not been able to reach the Tenant by other means, the Housing Department shall send a Final Notice of Abandonment (Appendix \*\*).
- 33.2.5 The Tenant shall have 15 days to respond to the Final Notice of Abandonment.
- (a) After sending the Notice, the Housing Department shall make at least two attempts to contact the Tenant by phone and/or through next-of-kin.
- 33.2.6 The Housing Department may deem a Rental Home to be abandoned and resume possession if:
- (a) The Tenant has not responded to the First Notice of Abandonment or Final Notice of Abandonment by contacting the Housing Department within the 45-day period and/or the Housing Department has not been able to reach the Tenant by other means.
- 33.2.7 If a Tenant is deemed to have abandoned a Rental Home, the Tenancy Agreement is deemed to be terminated and the Tenant to have forfeited all rights thereunder, including any option to purchase under a Rent-to-Own Agreement, and the Tenant will be responsible for:
- (a) any Arrears or other outstanding housing-related debts; and
  - (b) any costs incurred by N'Quatqua as a result of the Tenant's abandonment of the Rental Home,

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all of which will be a debt owed to and recoverable by the N'Quatqua.

33.2.8 The Housing Department may take any action it deems necessary to secure and protect an abandoned Rental Home, including:

- (a) changing the locks or other means of access; and
- (b) any other relevant steps deemed necessary.

33.2.9 Any personal property remaining in an abandoned Rental Home will be handled in accordance with section 18.3 of this Housing Policy.

## 34 KEYS AND LOCKS

### 34.1 Keys and Locks

34.1.1 N'Quatqua will retain a copy of the keys for each Rental Home.

34.1.2 N'Quatqua will not change the locks or other means of access to a Rental Home that is occupied by a Tenant unless N'Quatqua also provides the Tenant with new keys or other means of access. The N'Quatqua may at its sole discretion and at any time change the locks on a vacant Rental Home.

34.1.3 Tenant(s) will not change the locks or other means of access to a Rental Home.

## 35 N'QUATQUA ENTRY OF THE RENTAL HOME

### 35.1 N'Quatqua Entry with Notice for Reasonable Purpose

35.1.1 The Housing Manager or a delegate may only enter a Rental Home if the Housing Department gives advance written notice to the Tenant at least forty-eight (48) hours before the proposed entry setting out:

- (a) a reasonable purpose for entering; and
- (b) the date and time of entry, which must be between 8:30 am and 4:30 pm unless:
  - (i) the Tenant agrees otherwise;
  - (ii) the entry is without notice but is necessary to protect life or property (emergency entry);
  - (iii) the Tenant consents at the time of entry; or
  - (iv) the Tenant has abandoned the Rental Home (see section 33.2).

### 35.2 Emergency Entry

35.2.1 If there is an emergency and the Tenant is not available to grant permission, the Housing Department representative entering the Rental Home should be accompanied wherever possible by a witness (e.g. a member of N'Quatqua administration or emergency responder).

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

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## 36 FIRE PROTECTION

### 36.1 Smoke, CO2 and Radon Gas Detectors

- 36.1.1 N'Quatqua will provide smoke and CO2 detectors and complete annual inspections to ensure they are in working order.
- 36.1.2 Tenants are responsible for replacing batteries and notifying the Housing Department of malfunctioning detectors in accordance with Tenant maintenance responsibilities.

### 36.2 Chimneys, Fireplaces and Woodstoves

- 36.2.1 Tenants must keep any chimney or fireplace clear of debris.
- 36.2.2 On an annual basis, N'Quatqua will:
- (a) inspect and clean the chimney;
  - (b) check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
  - (c) ensure that all installed fireplaces and woodstoves are properly installed and inspected as specified in the National Fire Code of Canada.

### 36.3 Fire Extinguishers

- 36.3.1 N'Quatqua will provide fire extinguishers and complete regular inspections.

### 36.4 Flammable Materials, Ignition Devices

- 36.4.1 Tenants must store all flammable liquids or solvents and firewood in appropriate containers (metal where applicable) at a safe distance from the Rental Home.
- 36.4.2 Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.

### 36.5 Smoking and Cigarettes

- 36.5.1 Smoking is discouraged in Rental Homes.
- 36.5.2 Tenants are responsible to ensure that all cigarettes, pipes or other smoking devices used in the Rental Home are fully extinguished.
- 36.5.3 Any damage to the Rental Home from smoking (including minor damage such as odor, discoloration, etc.) is the full responsibility of the Tenant.

### 36.6 Emergency Exits

- 36.6.1 N'Quatqua recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Rental Home.
- 36.6.2 Tenants must ensure all entry and exit points for the Rental Home are clear and accessible at all times.

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## **36.7 Community Firefighting Services**

36.7.1 Community fire services are provided by N'Quatqua Community Fire Department (NCFD).

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## 37 SERVICES

### 37.1 Services Included in Rent

37.1.1 The following services are provided by N'Quatqua and included in the Rent:

- (a) Water and septic;
- (b) Road maintenance and snow removal;
- (c) Garbage pickup;
- (d) Fire protection;
- (e) Annual chimney cleaning, in accordance with section 36.2.2.
- (f) Insurance, in accordance with section 24;
- (g) Maintenance, in accordance with section 26; and
- (h) Housing administration.

### 37.2 Services Not Included in Rent

37.2.1 The following services are not included in the Rent and are the responsibility of the Tenant:

- (a) Utilities (e.g. electricity, gas);
- (b) Contents insurance, unless a separate agreement signed with N'Quatqua (see section 24.3)
- (c) Telephone, cable, internet service;
- (d) Any other household services not included in section 37.1 .

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## 38 VEHICLES AND PARKING

- 38.1.1 Vehicles must be parked and stored on or adjacent to the Rental Home in a designated parking and/or storage area.
- 38.1.2 Designated areas include: driveways, garages, and lined parking spaces.
- 38.1.3 Parking is not permitted on non-designated areas, such as: lawns, fields, vacant homes, community roads, or any other areas not associated with the Tenant's Rental Home and designated for parking and/or storage.
- 38.1.4 Failure to park and/or store vehicles in designated areas are deemed a violation in accordance with section 17.3.1 ('failure to maintain/repair Rental Home as required, including yards') and will be subject to the applicable procedures.

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## 39 APPEALS PROCEDURES

### 39.1 Appeals Committee

- 39.1.1 The Appeals Committee will serve as the decision-making body responsible for resolving disputes at the formal hearing stage.
- 39.1.2 The Appeals Committee will be comprised of one member of Chief and Council, one Youth, and one Elder.
- 39.1.3 The Appeals Committee will be administered in a similar manner to that of the Hiring Committee.
- 39.1.4 The Appeals Committee will utilize its knowledge of the community and the Housing Policy to resolve disputes in a fair and consistent manner.
- 39.1.5 Should a conflict of interest arise, the member(s) of the Appeals Committee will remove themselves from the Committee and a replacement shall be found.

### 39.2 Types of Appeals

- 39.2.1 A Tenant, Member or any person directly affected by a decision made under this Housing Policy may appeal any decision made under this Housing Policy, including decisions of the Housing Department or Council.

### 39.3 Grounds for Appeal

- 39.3.1 A decision may be appealed on any of the following grounds:
- (a) There was an error of fact.
  - (b) There was an error of law.
  - (c) The decision was unfair, unjust or unreasonable.

### 39.4 Time Limitations

- 39.4.1 Time is critical to the fair disposition of disputes or appeals.
- 39.4.2 Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.
- 39.4.3 The appellant and the responsible authority or committee must perform each step in the appeals process within the time specified for such step.
- 39.4.4 If the responsible authority or committee is unable to provide a response within the specified period, the appellant shall be informed of that fact and of when the response will be provided.
- 39.4.5 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure, but may be taken into account by the Appeals Committee in deciding whether an appeal will be heard.

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## **39.5 Preliminary Meetings**

39.5.1 Prior to filing an appeal, the complainant must meet with the Housing Manager and:

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

## **39.6 Notice of Appeal and Investigation**

39.6.1 If the dispute cannot be resolved at the Preliminary Meetings stage, the complainant can file a notice of appeal with the Housing Department. The notice of appeal document must detail:

- (a) the decision being appealed;
- (b) the grounds for the appeal; and
- (c) the remedial action sought by the appellant.

39.6.2 Upon receiving notice of an appeal, the Housing Department shall conduct an investigation and attempt to resolve the matter within a reasonable period of time, so as not to limit the complainant's ability to proceed to the next step in the process if the dispute cannot be resolved at this stage.

## **39.7 Application for Hearing**

39.7.1 If the dispute remains unresolved, the appellant can apply for a formal hearing. This request for hearing shall include:

- (a) all the information from the notice of appeal; and
- (b) additional information such as whether the appellant will be represented by legal counsel and the identities of any witnesses who will give evidence.

39.7.2 The Housing Department will process the application for hearing and will notify the relevant parties that an application has been submitted and that a date for a hearing is to be scheduled. These parties include:

- (a) The appellant;
- (b) The party whose decision is being appealed (respondent); and
- (c) The Appeals Committee.

39.7.3 The Housing Department will forward the appellant's submission to the respondent so that the respondent may prepare a written response.

39.7.4 The Housing Manager will provide the respondent a reasonable amount of time to prepare a written response and to confirm whether he or she will be represented by legal counsel and the identities of any witnesses who will give evidence.

39.7.5 Once the respondent has submitted the response, the Housing Manager will formally refer the matter to the Appeals Committee by providing him or her with all relevant documentation submitted by the two parties.

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39.7.6 The Housing Department will provide the respondent's submission to the appellant at this time and confirm the date of the hearing (if not already confirmed).

39.7.7 All documentation submitted and distributed shall be kept confidential, and the appellant, respondent, and Appeals Committee shall not distribute any information to parties not directly involved in the hearing or appeal process.

### **39.8 Hearing Process**

39.8.1 The hearing must be conducted in accordance with the principles of natural justice; namely that the appellant and the respondent have the right to receive notice, to be heard and to know the case against them. While the Appeals Committee has broad discretion, all hearings must comply with the following procedures:

- (a) The hearing must take place as soon as possible following the referral to the Appeals Committee.
- (b) As much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the Appeals Committee and to the parties.
- (c) All parties will be given reasonable written notice of the date, time and place of the hearing.
- (d) The hearing will be open, except where the Appeals Committee determines in its sole discretion that a closed hearing is required. A party requesting a closed hearing must provide reasons for the request.
- (e) Each party will have opportunity to make submissions to the Appeals Committee (oral, written, or both, at the discretion of the Appeals Committee) and to present witness testimony, and each party may question the other's witnesses.
- (f) Each party will bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

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

39.8.3 The Housing Department will carry out the decision of the Appeals Committee.

39.8.4 All appeals decisions by the Appeals Committee are final and cannot be re-appealed, but are subject to judicial review to the Federal Court of Canada.

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# PART 3: PRIVATELY OWNED HOUSING POLICIES

The following sections apply to all Privately-Owned Homes on N'Quatqua reserves, including housing on CP, Traditional, and N'Quatqua Land.

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## 40 ALL PRIVATELY-OWNED HOUSING

### 40.1 General

40.1.1 N'Quatqua encourages private homeownership on reserve for Members through the following means:

- (a) Privately constructing a new home;
- (b) Purchasing an existing Privately-Owned Home.

40.1.2 The policies and procedures for Privately-Owned Homes vary based on the ownership status of the land. At N'Quatqua, this includes:

- (a) N'Quatqua Land;
- (b) Traditional land holdings; and
- (c) Certificate of Possession (CP) lands.

40.1.3 Unless otherwise noted, the policies in this section (section 40) apply to all Privately-Owned Homes on reserve, regardless of land ownership status.

### 40.2 Financing

40.2.1 Financing for the construction or purchase of a home on reserve may be through personal sources or through a commercial bank loan (mortgage).

40.2.2 Individuals securing financing through a bank will require a Ministerial Loan Guarantee (MLG) through N'Quatqua.

40.2.3 N'Quatqua will provide MLG's on a first-come first-served basis under the following conditions:

- (a) The individual has completed a financial review / analysis with N'Quatqua;
- (b) The individual has been conditionally approved by the bank and the only requirement of N'Quatqua is to provide an MLG;
- (c) The individual has met any other conditions required by N'Quatqua in this Policy; and
- (d) By providing a MLG, N'Quatqua will not be placing itself in financial jeopardy (i.e. due to over-commitment of funds).

40.2.4 A MLG is not approved until a Band Council Resolution (BCR) is adopted by Chief and Council.

### 40.3 Roles & Responsibilities / Maintenance

40.3.1 Any individual(s) that owns a home on N'Quatqua reserves is considered a Homeowner.

40.3.2 Homeowners are responsible for:

- (a) All aspects (and costs) associated with their home, yard, and accessory structures, including (but not limited to):

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- (i) Repairs and maintenance of all buildings and above-ground infrastructure (driveways, fences, etc.);
- (ii) Insurance; and
- (iii) Upkeep of yard.
- (b) The actions of all Occupants, pets, guests, and/or Tenants in the unit and on the premises.
- (c) Complying with all applicable N'Quatqua laws.

40.3.3 Off-site servicing (up to the property line):

- (a) N'Quatqua is responsible for installing and maintaining all off-site servicing.
- (b) N'Quatqua will extend the community water system in accordance with its plans and strategies, however cannot guarantee that all homes on reserve will have access the community system at the property line.
- (c) Homeowners whose properties fall outside of the planned community water system / extensions, will be required to pay for the costs of extending the service to the property line.

40.3.4 On-site servicing (within the property line):

- (a) N'Quatqua is responsible for installing and maintaining all on-site servicing (i.e. water, septic, hydro, access).
- (b) Homeowners are responsible for the costs of the installation of all on-site servicing and the maintenance costs of wells, septic systems, and access (driveways).

40.3.5 The Housing Department may provide emergency repair / maintenance services to Homeowners upon request, pending available resources and depending on the urgency of the situation.

- (a) All emergency repair / maintenance services provided by the Housing Department are to be repaid in full by the Homeowner
  - (i) Unless it is to address an item that is the responsibility of N'Quatqua.

40.3.6 All Homeowners may request assistance from the Housing Department to apply for outside funding for home construction / renovations, related infrastructure / servicing, maintenance, or other available housing-related matters.

- (a) The Housing Department cannot guarantee the success of any funding applications.

40.3.7 All Homeowners that would like regular maintenance assistance from N'Quatqua, may make arrangements with the Housing Department. Homeowners are responsible for all costs and must provide deposit and sign a Repayment Agreement prior to any work taking place.

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## **40.4 Violations & Termination of Homeownership**

- 40.4.1 It is N'Quatqua's responsibility to ensure a healthy and safe environment on N'Quatqua Land.
- 40.4.2 Any Homeowner that acts in a manner that would be considered a severe breach under section 17.4 of this Policy, may be subject to termination of homeownership.
- (a) This may include, but is not limited to, forfeiture of their unit, removal from the reserve, and/or legal action.
  - (b) N'Quatqua may obtain legal advice prior to taking action.
- 40.4.3 If a violation as outlined in section 40.4.2 occurs, the Housing Manager will send written notification to the Homeowner and will notify the Band Manager.
- 40.4.4 The Housing Department and Band Manager shall review the situation and make a recommendation to Chief & Council.
- (a) A meeting may be requested with the Homeowner at any point in the process.
- 40.4.5 Chief and Council will meet to review the recommendation and decide if homeownership shall be terminated or if, due to extraordinary circumstances, a warning is to be issued.
- 40.4.6 If Chief and Council decide to terminate homeownership, they shall pass a Band Council Resolution (BCR) outlining the terms of termination.
- (a) The Housing Manager shall serve the Homeowner with a copy of the BCR.
- 40.4.7 If Chief and Council decide not to terminate homeownership, they shall issue a warning letter to the Homeowner outlining the terms of their decision.
- (a) Chief and Council may, at its sole discretion, place conditions on the Homeowner.
  - (b) The Housing Manager shall serve the Homeowner with a copy of the warning letter.
  - (c) Homeowners shall not receive more than one warning for the duration of their homeownership.

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## 41 HOUSING ON CP LAND

### 41.1 General

- 41.1.1 In addition to section 40, this section (section 41) applies to all housing on CP lands.
- 41.1.2 CP land owners must notify the Housing Department if any works on the property will impact the on-site or off-site servicing and must obtain written approval from the Housing Department prior to commencing any works.
- 41.1.3 It is recommended that all construction on CP lands conform with the construction standards outlined in section 43.
- 41.1.4 It is recommended that CP land owners consult with the Lands and Resources Department prior to completing major works on their lands to ensure alignment with existing and future community land use, servicing, infrastructure, or other related plans.

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## 42 HOUSING ON TRADITIONAL LAND

### 42.1 General

- 42.1.1 In addition to section 40, this section (section 42) applies to all housing on traditional land holdings.
- 42.1.2 Traditional lands holdings are N'Quatqua lands that have been designated by Chief and Council for the sole use of a particular individual or family for historic reasons.
- 42.1.3 A traditional designation on a property allows for greater autonomy for Homeowners than on non-traditional N'Quatqua Land, but less autonomy than on CP lands.
- 42.1.4 As traditional lands remain under N'Quatqua ownership, N'Quatqua retains ultimate authority regarding the use and development of the lands.
- 42.1.5 Traditional land holders must notify the Housing Department if any works on the property will impact the on-site or off-site servicing and must obtain written approval from the Housing Department prior to commencing any works.
- 42.1.6 Traditional land holders must consult with the Lands and Resources Department prior to completing major works on their lands to ensure alignment with existing and future community land use, servicing, infrastructure, or other related plans.
- 42.1.7 All construction must conform with the construction standards outlined in section 43.
- 42.1.8 Traditional land holders may not sell, transfer, or Sublet their unit to an individual that does not have a traditional claim to the property (i.e. immediate family member).
- 42.1.9 Sales of units on traditional lands are to be approved by Chief and Council through a BCR.

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## 43 HOUSING ON N'QUATQUA LAND

### 43.1 Policy Statement

- 43.1.1 In addition to section 40, this section (section 43) applies to all privately-owned housing on N'Quatqua Land. This does not include housing on CP lands or traditional land holdings.
- 43.1.2 Members that own a home on N'Quatqua Land can only own the building and associated structures. All land and on-site servicing are owned by N'Quatqua.

### BUILDING A HOME

### 43.2 Building a Home – Eligibility

- 43.2.1 To encourage homeownership, N'Quatqua may offer members the opportunity to finance and build their own home on N'Quatqua Land.
- 43.2.2 To be eligible to build a home on N'Quatqua land, an individual must:
- (a) Be a Member of the N'Quatqua;
  - (b) Be in compliance with all applicable N'Quatqua Laws;
  - (c) Be an Adult;
  - (d) Have no Arrears or outstanding debt owing to the N'Quatqua;
  - (e) Not have been evicted from N'Quatqua Housing or otherwise have a history of failure to comply with a Housing Agreement within the past five (5) years;
  - (f) Be able to fully finance and manage the construction of the unit;
  - (g) Be able to meet the responsibilities of homeownership; and
  - (h) Not have any family lands, including CP or Traditional Lands.

### 43.3 Pre-Application Meeting

- 43.3.1 Prior to beginning the process, interested Members must meet with the Housing Department to review the financing, application, construction, and homeowner requirements, prior to moving forward with a formal application.
- 43.3.2 Applicants must complete an affordability analysis and confirm that Chief and Council are receiving applications for Ministerial Loan Guarantees.

### 43.4 Building a Home – Serviced Lots

- 43.4.1 The opportunity to build a home on N'Quatqua Land is subject the availability of serviced lots.
- (a) At N'Quatqua, serviced lots are those on the community water system, with individual septic, and paved road access.
- 43.4.2 No homes may be built on un-serviced lots.

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- 43.4.3 Applicants interested in building a home on a N'Quatqua lot, may submit a letter of intent to the Lands and Resources department, who will review the application and make a recommendation to the Housing Department.
- 43.4.4 Eligible sites shall be allocated on a first-come first-served basis and in accordance with relevant N'Quatqua plans and/or policies.
- 43.4.5 If a serviced lot is unavailable, the Lands and Resources Department will place the interested party on a wait list and will inform the individual / Housing Department once a lot becomes available.

**43.5 Building a Home – Application, Review and Decision**

- 43.5.1 If there is a serviced lot available and the interested Member meets the eligibility criteria, the Member may submit a written request to the Housing Department demonstrating:
  - (a) How the home will be financed and if an MLG is required.
  - (b) If an MLG is required, proof of conditional approval by the bank.
  - (c) The type of home and proposed location.
  - (d) The names and ages of occupants.
  - (e) The construction schedule and any other relevant details.
- 43.5.2 The Housing Department will review the proposal with the Band Manager in the context of:
  - (a) The eligibility criteria (section 8);
  - (b) The financing criteria (section 40.2); and
  - (c) Any land use plans, physical development plans, housing strategies, servicing strategies or other applicable N'Quatqua plans or policies.
    - (i) The Housing Department may consult with the Lands Department.
- 43.5.3 The Housing Department / Band Manager has full discretion to request changes to the proposal as a condition of support.
- 43.5.4 The Housing Department / Band Manager may request a meeting with the individual to discuss the proposal and any conditions or changes required.
- 43.5.5 The applicant may make changes to and re-submit the proposal (or respond with reasons for not making changes) for a follow up review by the Housing Department / Band Manager.
- 43.5.6 Once the Housing Department / Band Manager has completed their review and changes have been made (if applicable), the Housing Department will forward the application with a recommendation to Chief & Council.
- 43.5.7 Within a reasonable time of receiving the application and recommendation from the Housing Department / Band Manager, Council will meet to review the application and will decide accordingly.
- 43.5.8 Applications must be approved by Band Council Resolution (BCR).

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- 43.5.9 The Housing Department shall provide written notification to the applicant of Council's decision. A copy of the BCR shall be provided to the individual, if applicable.
- 43.5.10 If an application is unsuccessful, the applicant may request an explanation from the Housing Department.
- 43.5.11 Once a BCR (and any other relevant Agreements) have been signed, the individual may begin to construct the unit in accordance with the terms of BCR / Agreement(s).
- 43.5.12 The individual shall be subject to all policies and procedures applicable to Homeowners under the Policy.

**43.6 Building a Home – Construction Standards**

- 43.6.1 All construction shall meet the most current National Building Code and BC Plumbing and Electrical codes and be certified by a Registered Inspector upon completion.
- 43.6.2 All construction sites must adhere to WorkSafeBC Standards.
- 43.6.3 All buildings under construction will carry building fire insurance.
- 43.6.4 All construction shall adhere to any additional requirements established by N'Quatqua through the approval process.
- 43.6.5 All construction shall take into account green building practices and energy efficiency concerns, where possible.

**43.7 Building a Home – Occupancy**

- 43.7.1 A unit may not be occupied until it has been certified by a registered Inspector and a report provided to the Housing Department.

**OCCUPYING A HOME**

**43.8 Occupying a Home – Major Works**

- 43.8.1 Homeowners must notify the Housing Department if any works on the property will impact the on-site or off-site servicing and must obtain written approval from the Housing Department prior to commencing any works.

**43.9 Occupying a Home – Sublets**

- 43.9.1 Homeowners may not Sublet (see section 3 for definition) out their homes without notifying the Housing Department.
  - (a) Sub-Tenants must be meet the eligibility criteria required of all Tenants on N'Quatqua Land, per section 8.
  - (b) The Homeowner remains fully responsible for all aspects related to their house and premises.

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## 43.10 Occupying a Home – Sales

- 43.10.1 Homeowners may sell their unit provided that the purchaser:
- (a) Is a N'Quatqua Member;
  - (b) Is an Adult;
  - (c) Is in compliance with all applicable N'Quatqua Laws;
  - (d) Has no Arrears or outstanding debt owing to N'Quatqua;
  - (e) Does not own another home on Reserve or have access to family lands (traditional or CP);
  - (f) Has not been evicted from N'Quatqua Housing or otherwise have a history of failure to comply with a Housing Agreement within the past five (5) years;
  - (g) Does not receive Shelter Allowance or will not jeopardize his / her Shelter Allowance by purchasing the unit; and
  - (h) Is able to meet all requirements of private home ownership on N'Quatqua Land.
- 43.10.2 Prior to the completion of any sale, the Homeowner shall notify the Housing Department, who shall consult with the Band Manager and confirm that the above conditions are met.
- (a) If the conditions are not met, the sale may not proceed.
- 43.10.3 Provided the conditions are met, the parties may sign an Agreement (Appendix\*\*).
- 43.10.4 The Housing Department / Band Manager will then forward the Agreement to Chief and Council for final review.
- 43.10.5 A sale is considered approved when Chief and Council sign a Band Council Resolution.
- 43.10.6 If the Homeowner disagrees with the decision, he / she may appeal through the Appeals process.
- 43.10.7 After these steps are complete, the new owner shall be considered a Homeowner under the Policy.

**END OF DOCUMENT**

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