

# YUNESIT'IN GOVERNMENT HOUSING POLICY



April 2016

**Yunesit'in Government  
Final Draft Housing Policy**

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**DEFINITIONS**

In this Policy,

“Band” means the Yunesit'in Government.

“Band House” means a house owned by the Yunesit'in and rented to a Band Member.

“Council” means those persons duly elected to represent the Yunesit'in Government.

“Conflict of Interest” means a situation where a person being involved in a process whereby that person or a family member would benefit from the decision.

“Housing Committee” means persons representing the Yunesit'in Government in accordance with these policies.

“Housing Coordinator” means a person retained by the Yunesit'in Government to oversee the housing program and assist the Housing Committee as well as Chief and Council.

“YG” means Yunesit'in Government.

“Inspection” means a necessary inspection by an appointed professional, to ensure minimum building standards are in place during construction or repairs.

“Member” means a member of the Yunesit'in Government.

“Social Housing” means a residence provided by the Band to Band members through funds borrowed from the Canada Mortgage Housing Corporation.

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## **1.0 Introduction**

The purpose of the Yunesit'in Government Housing Policy is to provide guidelines for the development of housing for the Yunesit'in Band Members. The Yunesit'in Government is providing a housing policy that is fair, equitable, transport and beneficial for the community members and the community as a whole.

Housing is an essential service because it impacts the health and well-being of all the residents of the community. The policy's intent is to ensure that homes will meet the minimum health, safety and structural standards. This housing policy outlines the rules and regulations by which this service will be provided.

One clear benefit of having a housing policy is that all members can see and understand what Yunesit'in Government will do (in the area of housing) and how it will respond to housing issues. Community members will also understand what is required of them, if and when they receive housing assistance.

Funding is received in the form of a contribution from Aboriginal Affairs and Northern Department of Canada (AANDC), Canada Mortgage and Housing Corporation (CMHC) and Yunesit'in Government with the backing of First Nation Market Housing Fund or BMO.

## **1.1 Objectives**

- To ensure that housing is applied in a consistent manner on behalf of all Yunesit'in members.
- To prioritize and allocate housing assistance in a fair and equitable manner.
- To protect and enhance the community's investment in housing.
- To share the responsibility for housing between the Yunesit'in Government and the members.
- To provide a means for members to appeal decisions which they feel may be unfair.
- To protect and extend the life of existing housing through maintenance, insurance and renovations
- To promote individual pride and responsibility for housing through community involvement, training, client counselling, and rent payment.

## **1.2 Organization of the Housing Policy**

The Yunesit'in Government housing policy includes sections on:

- Allocation of lots
- Housing programs and eligibility
- Renovations

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- Maintenance and insurance
- Collection of housing payments
- Complaints

### **1.3 Effect of the Housing Policy**

The Housing Policy was presented at the General Meeting on \_\_\_\_\_ and adopted by Council on \_\_\_\_\_. The Policy takes effect on \_\_\_\_\_. This includes any new applications for housing and renovations. Existing applications will be incorporated into the new system with added priority given due to waiting time.

### **1.4 Review of Housing Policy**

Amendments to the Housing Policy will be recorded and stored with the Policy. Every year, the Housing Coordinator will consolidate the amendments into the Policy. The Housing Policy will be reviewed annually by staff and the Housing Portfolio holder to ensure that it is still relevant. Any revisions agreed upon by the Council should be incorporated during the annual consolidation of amendments.

### **1.5 How Decisions are Made**

All applications for lots, housing grants and renovations will be made to the Housing Coordinator. The Housing Coordinator will assess applications according to the Housing Policy and will place households on the appropriate waiting list. At least once per year (or more if funding permits), the Housing Coordinator will provide the Housing Committee with the households in each category (lots, houses and renovations) eligible for funding.

Decisions about who gets residential lots, housing and renovations will be made by the Housing Coordinator. The Housing Committee will review the list of selected tenants. Chief & Council will provide final approval of the list of selected tenants.

When the number of applicants in a given year exceeds available funding, the Committee will decide which should receive funding with reasons for the decision based on the criteria in the Housing Policy.

### **1.6 Roles and Responsibilities of Housing Committee**

The Housing Committee will consist of family representatives, one of whom will be appointed Housing Committee Chair. They will meet quarterly and as required to hear complaints or address other time sensitive housing issues. The Housing Coordinator will provide administrative support to the Committee but cannot vote. Specifically, the Housing Committee is responsible for the following:

- make recommendations to Council about lot and housing grant allocations, (based on recommendations from the Housing Coordinator) as well as renovations

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- make recommendations to Council regarding legal action to recover rent arrears or regain possession of a property with significant rent arrears
- make recommendations to Council regarding complaints about the Housing Policy
- make recommendations to Council for any required changes to this Housing Policy
- recognise conflict of interest situations and act accordingly
- undertake necessary training along on new housing policy, supervision and confidentiality

Appendix 1 has the Terms of Reference for the Housing Committee.

**1.7 Roles and Responsibilities of Housing Coordinator**

The Housing Coordinator provides housing program administration services to our members living in CMHC homes, Band Owned homes and privately owned homes. The Housing Coordinator assists the Band Manager and the Chief & Council with administration, implementation and structuring of the Housing Department.

The Housing Coordinator is expected to liaise directly Community Maintenance Personnel, Tenants/home owners of each of the communities, Band Manager, Contractors, Accounting Department, CMHC and AANDC for program compliance.

See Appendix 2 for the Housing Coordinator Job Description.

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**2.0 Conflict of Interest Guidelines**

The effectiveness of the Yunesit'in Government depends on public trust. There can be no appearance of or actual conflict of interest involving Council, committee members or employees of YG. The actions of the Council, committee members, and employees of YG must be able to withstand close public scrutiny. Honesty and impartiality are essential qualities of Council, committee members and employees of YG. Decisions made and services undertaken by Council, committee members, and employees of YG must not be influenced or seem to be influenced by outside matters and influences.

In this Policy "Related Person" means a spouse, parent, parent-in-law, sibling, child, grandchild, dependents, aunt, uncle, niece, nephew, any person with whom they reside, or controlled corporation.

In this Policy "Benefit" includes, but is not limited to:

- a) employment benefits;
- b) contract benefits;
- c) educational, medical or other social benefits;
- d) honorariums;
- e) the allocation of land, approval of a house or renovation; or
- f) the payment of any money.

A "Conflict of Interest" will arise when

- a) the Chief, a Councillor, employee or committee member exercises a power or performs a duty or function in the execution of his or her position and at the same time knows or ought to know that in the performance of the duty or function or in the exercise of the power there is opportunity to receive a benefit for themselves or to provide a benefit to a related person;
- b) the personal interests of the Chief, a Councillor, employee or committee member supersede or compete with their dedication to the best interests of the Band; or
- c) holding outside office or employment that may place competing demands on the person's duties and commitments to the Band, or cause them not to be objective in their duties to the Band.

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A Conflict of Interest will not arise if a benefit is intended or extended at the same time:

- a) to the Band Members;
- b) to a group of Band Members who are identifiable by reference to age, gender, financial circumstances, or medical needs; or
- c) to the Band, Council, Committee or employees as a whole.

The Council, committee members and employees will conduct themselves to avoid a Conflict of Interest.

If the Chief or a Councillor is unsure of whether they have a Conflict of Interest, the Councillor will raise the perceived Conflict of Interest with the Council, and the Council will decide whether a Conflict of Interest does exist with the Band.

If a Committee member is unsure of whether they have a Conflict of Interest, the Committee member will raise the perceived Conflict of Interest with the Committee, and the Committee will decide whether a Conflict of Interest does exist with the Band.

A person with a Conflict of Interest will not exercise their powers or authority, and will:

- a) not take part in the discussion of or vote on any question in respect of the matter;
- b) immediately leave the meeting or the part of the meeting during which the matter is under consideration;
- c) not sign a Resolution or letter in respect of the matter;
- d) not attempt in any way, whether before, during or after the meeting, to influence the opinion or vote of the Committee or Council on any question in respect of the matter;
- e) not attempt in any way to influence employees or committee members in carrying out their duties; or
- f) not participate in the interview, selection, appointment, promotion, supervision or evaluation of a Related Person.

Where a Conflict of Interest is discovered after consideration of the matter, the Conflict of Interest must be declared in writing to the Band. Any person who fails to or makes an incomplete disclosure of a Conflict of Interest will be subject to disciplinary action by the Council.

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**3.0 Information Disclosure**

Council, employees, and committee members will be provided with all information necessary to carry out their duties, functions and responsibilities.

**3.1 Confidential Information**

The minutes, records or proceedings of "in-camera" Council or Committee meetings will be kept in confidence.

The Yunesit'in Government recognizes that the people who access the services provided by YG have the right of privacy and confidentiality in relation to the services they receive. Council and the Housing Coordinator will determine what information is confidential.

The Housing Coordinator, Housing Committee and Council will keep the affairs, business, documents and information of YG strictly confidential and not disclose the same to any person or entity, directly or indirectly, during or after his or her term of office with YG, except as reasonably required in performing his or her duties.

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**4.0 Eligibility & Application Process**

**4.1 Eligibility**

Membership

Only Yunesit'in Government Members are eligible for a housing subsidy allocation.

Previous Allocation

YG members who have previously received a housing subsidy are not eligible for a housing subsidy allocation unless the previous subsidy is recovered from the member by the Housing Department.

Private Acquisition

YG members who have acquired houses privately, and have not previously received a housing subsidy are eligible for a housing subsidy allocation provided that they sign their lot over to YG until the mortgage is paid in full.

Outstanding Debts

YG members with arrears to the First Nation or the Housing Department, which are not in good financial standing, are not eligible for a housing subsidy allocation.

**4.2 Application**

The Housing Coordinator shall require a written application to determine eligibility prior to being placed on the waiting list for the YG housing programs. Applications are available at the Band office.

The application must be signed by the Applicant and his/her spouse.

Applications that include false or inaccurate information will be disqualified.

The Housing Coordinator will notify the applicant in writing if he/she is determined to be eligible for new housing and let them know where their application is on the priority list.

Each year, those applicants with the highest points will be awarded housing subsidies to the limit available from AANDC (Aboriginal Affairs and Northern Development Canada).

The YG Housing Department will maintain a waiting list for the housing program which will be updated at least annually.

Applicants must update their application to reflect any changes to the family situation in the past year.

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**4.3 Applicant Priority Rating**

Housing subsidies are awarded to those applicants who have the highest priority rating within the group of applicants for the subsidies available. Priority is decided according to the criteria below. Highest priority is awarded to applicants with the highest number of points.

Housing subsidies will be allocated strictly according to the highest priority ratings.

**Housing Acquisition – Social or First Nation Owned Home**

<b>Criteria</b>	<b>Options</b>	<b>Points</b>
<b>1. On Reserve Resident</b>	For 5 years or more For less than 5 years Off Reserve	5 4 3
<b>2. Home Ownership</b>	Previous subsidy allocation Previous subsidy allocation repaid	Not eligible Eligible
<b>3. Owe Monies</b>	Owe monies to YG Don't owe monies to YG	Not eligible Eligible
<b>4. Over-Crowding</b>	Number of occupants/ bedroom as per National Occupancy Standards 3 or more 2 or more Fewer than 2	10 5 0
<b>5. Loss of home</b>	Due to fire (insured or uninsured) Due to fire (insurance requirements waived) Unfit for use	Not eligible 5 0 - 5
<b>6. Elderly or Handicapped Applicant</b>		10
<b>7. In-Home Care</b>	Caring for elderly/handicapped No in-home care	10 0
<b>8. Children</b>	Number of <u>all</u> children under 19 years old 5 or more 3 or 4 2 1	10 6 3 1
<b>9. Personal character</b>	References [minimum of 2]	5
<b>10. Date of Application</b>	The date from the first application, if renewed annually (4 pts/year to a max of 20 points)	20
<b>Total Possible Points</b>		<b>75</b>

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**Housing Acquisition Points Examples:**

Single Parent Family with 4 Kids: 5 points on-Reserve five or more years, 5 points 2 or more people per bedroom, 6 points – number of children, 5 points – references, 20 points – waiting time = 41 points

Single Person: 3 points off-Reserve, 10 points in-home care, 5 points – references, 8 points – waiting time = 26 points

**4.4 Housing Acquisition – Section 10 Housing**

In addition to the requirements above, the applicant must have filed approved house plans, an approved funding plan, have an approved building site and must have agreed to the Section 10 undertaking, prior to being considered for housing subsidy allocation. Applicants are also required to meet or exceed the Yunesit'in Government Housing Specification and Quality Control Plan.

**4.5 Insurance and Liability**

YG will insure Band Owned Houses and Social Houses against loss or damage by fire or other perils, together with suitable third party liability insurance.

All YG tenants are required to secure their own housing content and liability insurance. YG tenants must participate in the Band Maintenance Preventative Program and attend a workshop on insurance.

A tenant will not do, omit to do or permit to be done anything that might render void or voidable any policy of insurance on the house.

Tenants are responsible for reporting all structural and environmental safety concerns about the home.

**4.6 Insurance Payout**

YG will be the first payee for homes that are constructed with Band funds. Any remaining funds may be allocated to the tenant to complete additional repairs or replacement.

**4.7 Housing Inspections and Maintenance Program**

YG owned units will be inspected at least once a year. The frequency of inspections will be determined by the Housing Coordinator. Tenants will be provided at least 24 hours' notice of an inspection before it takes place.

A Housing Inspection Form will be used during the inspections which will include an assessment of general upkeep, general cleanliness and condition of the yard.

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If a home fails to meet inspection standards, the occupant will have seven (7) days to rectify the problem(s). If the problem(s) are not rectified, the Band will complete the required work and add the costs to the housing account.

In cases of persistent neglect, the Housing Coordinator will initiate eviction proceedings.

**4.8 Review of Housing Applications**

When a Band House or Social House becomes available, the Housing Coordinator will review the Housing Applications and will short-list the applicants and will provide a recommendation to the Housing Committee as to the applicant with the highest priority.

**4.9 Council Decision**

The Council will review the recommendations of the Housing Committee prior to making a decision to rent a Band House or Social House to a tenant.

The Council will make a decision to allocate a house pursuant to this Housing Policy.

**4.10 Selection of Candidates**

When the selection process is complete, the Housing Coordinator will inform applicants in writing whether or not they qualify for a house that year. The Housing Coordinator will notify applicants within (5) working days of the approval.

**4.11 Requirements of Selected Applicants**

Once an applicant is notified of the decision of YG to rent a house, the applicant must do the following before the occupying the house as a tenant:

- a) Initial all pages of Housing Policy, Housing Specification, Maintenance and Insurance Agreement and Tenancy Agreement indicating applicant has read and understood them.
- b) Select from approved house plans
- c) Select finishing materials: cabinet, counter tops, vanities, linoleum, siding, decks, lighting fixtures, plumbing fixtures and paint colours.
- d) Applicants will sign a form confirming satisfaction with house plans and design. No changes will be accepted after materials have been ordered.

**4.12 Selected Applicants Declining a House**

Selected applicants may decline accepting a house and lot prior to any work starting, without penalty. Applicants will notify Housing Coordinator in writing of refusal as soon as they can. Their name will remain on the housing list. The next person on the housing priority list will be offered the house and lot. A written decision to decline a house is final and binding.

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**5.0 Housing Subsidies**

Funding restrictions and legal requirements specify that only registered Band members can receive subsidies for houses located within YGN lands.

Each member is eligible for one housing subsidy only. Band members are responsible for any and all the costs above the housing subsidy.

To encourage our members to build their own homes, YG will assist our members to build or buy a house on-Reserve by providing a subsidy as a downpayment (subject to available funding).

**6.0 Lot Allocation to Build a House**

YG is not responsible for servicing costs over the standard servicing allocations.

Approved applicants have their choice of available serviced lots on Band land.

Applicants must demonstrate that they have the financial capability to finance construction of their home to applicable standards.

No homes will be permitted in hayfields.

All property allocations must have visible evidence of land clearing or development within one year or there may be a forfeiture of the property. Further, there **MUST** be a structure begun within 18 months of the date of allocation of property. If this does not occur, the allocated lot reverts back to the Band.

## **7.0 Ownership**

YG lands and properties are held for the exclusive use and benefit of Band members. Individually owned homes can only be sold to other YG members. YG members will have the option to purchase their homes once the mortgage has been paid in full. Members who choose ownership can either pay a monthly maintenance fee or sign an agreement that they will be responsible for all home maintenance activities. Members who choose not to own may continue renting the home they are living in.

### **7.1 Ownership – Social Houses**

All houses built with a CMHC subsidy will remain owned by YG until the mortgage has been paid in full and the section 95 agreement with CMHC has been fulfilled.

Within 60 days of the mortgage and rent being paid in full, the Housing Coordinator will invite the tenant to purchase the Social Houses for \$1.00 provided that a House Assignment Agreement is entered into, a copy of which is attached as Appendix 3.

### **7.2 Ownership – Band Houses**

All Band Houses built without a CMHC subsidy will remain rental units owned by the Band.

### **7.3 Mortgage Responsibilities**

House loans are guaranteed by YG. All houses, with loans guaranteed by YG, are YG property and remain so until the loan has been paid for in full.

Band members sign a commitment to make payments and remain legally obligated to make mortgage payments until the home is completely paid for. The Housing Coordinator will provide a mortgage balance to all future owners once a year.

Once a member has completely paid off the house loan with their own funds, they can choose to own the home. The Housing Coordinator will notify home occupants, in writing, when a mortgage is paid off in full. Interested members will be required to complete the House Assignment Agreement (see Appendix 4).

Band Members have the opportunity to pay their mortgage in full ahead of schedule, subject to CMHC and bank procedures.

When ownership is transferred from YG to the occupant, maintenance and insurance become the sole responsibility of the home owner. Home owners have the option to pay a monthly maintenance fee which will cover routine maintenance on their home.

### **7.4 Marriage Break-down and survivorship**

Upon the separation of spouses, the spouse (without reference to membership) with custody or the primary care-giver of minor children will be entitled to remain a tenant of

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the residence, and the spouse without custody of the children will vacate the residence, unless the spouses are able to cohabitate peacefully.

In the event the custodial spouse is not a YG member, then he or she may continue to be a tenant of the residence until all the member children are 18 years of age. If the children are YG members, the custodial spouse will remain a tenant until the last child obtains the age of 18 years of age at which time the interests in the residence will be assigned jointly to the children.

**7.5 Survivorship**

In the event of death of a tenant, a surviving spouse will be entitled to remain a tenant pursuant to the Tenancy Agreement as the principal tenant. In the case of surviving children ordinarily resident in the residence, the Tenancy Agreement may be assumed by their guardians in trust for the children provided that the children will remain resident in the residence. If children do not remain in the residence, the residence will be rented out by Yunesit'in. The children, once they reach the age of majority, will be given a maximum of two years to decide if they want to live in the home.

Where there is no surviving spouse or children, the tenant cannot give their interest in the Tenancy Agreement through his or her estate to another family member. In such case, the residence will revert back to YG for determination of a new tenant in accordance with these policies. However, if the tenant has an equitable interest in the house, YG will consider this as a factor in renting the house to another family member taking into account the equitable interest.

## **8.0 Occupancy**

YG wants to ensure that both parties are aware of their responsibilities and provide the new tenant with the knowledge and basic skills to maintain their residence.

A tenant may share the use and occupation of the house with a spouse and dependent children.

Prior written permission from the Housing Coordinator will be required for any other person staying in the house longer than 14 days.

When a person moves into housing and a change in occupancy occurs without permission of the Housing Coordinator, the tenancy is considered null and void.

### **8.1 Use of House**

A tenant will use and occupy the residence and lot for residential purposes only.

A tenant is not permitted to locate a manufactured home or modular building on the lot.

### **8.2 Criminal Activities**

The use of a residence or lot for criminal purposes will not be tolerated. The RCMP will be contacted in the event that criminal activity is suspected in a residence or lot.

### **8.3 Short Term Rentals**

Short term rental of a tenant's home may be permitted for education, employment and health reasons. Rents must still be paid monthly to YG. A tenant may apply to use all or a portion of the tenant's home for short-term rental by following the process below:

- a) Apply to the Housing Coordinator requesting permission for the short term rental.
- b) The Housing Coordinator will respond in writing granting permission.
- c) Prior to undertaking the short term rentals, the short term renter must complete the YG short term rental agreement.
- d) As per the Tenancy Agreement, the short term renter is responsible for any damage caused by short term rentals.

## **9.0 Tenant Responsibilities**

This section of the Housing Policy only applies to CMHC houses, houses with Band loan guarantees and homes that YG owns. Tenants are required to sign a Rental Agreement prior to occupying a home (see Appendix 3).

### **9.1 Housing Inspections**

YG maintains the right to make random inspections of homes for the purposes of maintenance and upkeep. The housing department will provide 24 hours' notice to the heads of the household or with the consent of the head of the household a shorter notice period.

### **9.2 House Locks**

Neither a tenant nor the Housing Coordinator or designate may change the house locks without a mutual agreement.

In an emergency such as a break in, the Housing Coordinator or designate may change the house locks. The Band must render the new keys to the tenant.

The tenant may wish to change the house locks for personal safety reasons. The tenant may do this, but only with the written consent of the Housing Coordinator.

### **9.3 Home Based Business**

The operation of a business in a home can cause undue wear and tear on the house with the increased traffic that is created by the business. Prior to operating a home based business, the tenant must inform the Housing Coordinator and receive their permission in writing. Applications to operate a business in a home must be renewed each year. All businesses must conform to current provincial or federal health and safety and environmental regulations. Failure to do so will result in the loss of permission to operate the home based business.

### **9.4 Pets & Livestock**

Tenants can have no more than two pets (of any kind). Pets must be spayed or neutered and a spay or neuter certificate must be presented to the Housing Department.

A tenant with a pet will be required to sign an agreement that they will be responsible for their pet's actions and any damage that may be caused by the pet and pay an additional damage deposit. All pets must be cared for and be contained on the tenant's lot by fence or leash.

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Livestock must be cared for and contained within a fenced area. The owners of stray livestock will be fined up to \$500 each time their animals are found outside of a fenced area.

**9.5 Old Vehicles and Appliances**

Old vehicles and appliances stored in the yard create numerous health hazards such as creating a home for rodents, danger to children and obstacles should a fire happen on the premises. Tenants are not allowed to store inoperable vehicles or appliances on their rental property for more than two (2) months.

Tenants will receive a written warning asking them to remove such items from the property by a certain date. Should the tenant not comply, the Housing Coordinator may make the necessary arrangements to dispose of inoperable vehicles/appliances at the expense of the tenant.

**9.6 Tenant Notice to Move**

If the tenant plans to move out, the tenant must give the Housing Coordinator or designate at least 30 days' notice to vacate. The tenant must provide the date they are vacating the unit in writing to the Housing Coordinator or designate. Dates for moving out are the 1<sup>st</sup> or 15<sup>th</sup> of each month.

If the tenant gives less than 30 days' notice, the Housing Coordinator or designate may ask for additional funds to recover the amount of the lost rent/mortgage.

The Housing Coordinator will undertake a move-out inspection. The costs to repair any damage will come from the damage deposit. In the event that repair costs exceed the damage deposit, the tenant will be billed by the Housing Department.

As these homes are Band owned, YG will select the new occupants based on need as defined in this policy.

## **10.0 Maintenance & Repairs Procedures**

All tenants will be required to sign the Maintenance and Insurance Agreement prior to occupancy.

### **10.1 Responsibilities of the Tenant**

The tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs or replacements including the following:

- a) Change tap washers;
- b) Clear clogged drains;
- c) Tighten or replace door knobs
- d) Ensure closet doors are secure
- e) Repair or replace hinges and door handles on doors and cabinets
- f) Seasonal cleaning of downspouts , drains, and gutters
- g) Clearing house of clutter, including decks, and porches
- h) Yard maintenance including:
  - Lawn mowing
  - Keep clear of debris and garbage
  - No old cars or broken down equipment and machinery

Social development will cover some of the costs of the above maintenance items.

Any problems should be promptly reported to the Housing Coordinator. The tenant is responsible for repairing damage caused by themselves or visitors to their home.

Failure by the tenants to perform their maintenance responsibilities constitutes a breach of this policy.

The tenant will notify the Housing Department to ensure that the proper action can be taken to correct any defects found during the warranty period of an appliance or equipment.

### **10.2 Responsibilities of the Housing Department**

All administrative functions will be the responsibility of the Housing Coordinator as the representative of YG.

The Housing Department will keep detailed records on each house.

The Housing Department will be responsible for co-ordinating counselling programs to train and advise potential homeowners of their maintenance and insurance responsibilities prior to occupancy.

The Housing Coordinator will maintain Social Houses in accordance with the CMHC Social Housing Program.

The Housing Department will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, the Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.

On or before occupancy, the Housing Department will give the tenant a list of applicable contractors', manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.

The Housing Department will inspect each social housing and rental unit still being paid for at least once per year and will confirm that the home is being kept in good repair. Failure to keep the house in good repair will result in YG providing the occupant with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, the Band will have the work completed and will invoice the homeowner.

Any home that is vacant for more than one month, without contact from homebuyer, will be considered abandoned and will revert back to the Band Housing for reallocation.

Persistent lack of maintenance may result in eviction from the home.

### **10.3 House and Yard Maintenance**

The tenant must maintain the home and yard in a clean and tidy state at all times, including, but not limited to the following:

- a) Homeowners are responsible for upkeep and maintenance of their home.
- b) The tenant's yard is not to be used to store vehicles whether in running condition or not.

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- c) Lawns must be mowed on a regular basis.
- d) All hazardous material must be stored properly.
- e) Household refuse to be properly bagged in a garbage bag and in a container so that pets/animals cannot easily have access to it.
- f) All household garbage must be properly disposed of, not stored in the yard or on the balcony of the home.

If the tenant does not attend to the home and yard within two weeks as requested after an inspection by the Housing Coordinator, the Housing Department has the right to clean it up and charge the tenant for doing so. Persistent lack of house and yard maintenance may result in eviction.

**10.4 Emergency Repairs**

The tenant will immediately call the Maintenance Supervisor for all emergency repairs. The Housing Department will pay for the repairs if they are YG's responsibility. Renters will be billed if they caused the problem or the repair was not an emergency as described below.

If it is a Health and Safety issue, it must be dealt with immediately.

Emergency repairs include:

- a) No heat in winter months
- b) Damage caused by fire
- c) Serious flood
- d) Back up of sewage
- e) Leaky roof
- f) Faulty electrical wiring
- g) Faulty plumbing
- h) Any other situation which could be considered life threatening if not fixed, such as rotting building material that creates a hazard.

The Housing Department will make every effort to have emergencies fixed within one week of them being reported.

### **11.0 Renovations**

The Housing Department will administer the renovation program by accepting and prioritising applications for renovations, maintaining a waiting list and accessing funding from AANDC, CMHC and other sources.

The Housing Coordinator or designate will not renovate/repair any homes of tenants in rental arrears unless the renovation is required for safety, health, or disability reasons, subject to funds being available.

#### **11.1 Eligibility**

To be eligible for a renovation:

- All on-Reserve homeowners are eligible to apply to the YG First Nation for home renovations, provided that the home is their primary residence.
- Homes must be at least 10 years old (exceptions to this may be considered by decision of the Housing Committee).
- Homes must not have been renovated in the past 5 years
- A professional inspection and cost estimate must accompany a request for renovations. Financial assistance to undertake this may be provided by the First Nation (subject to approval by the Housing Committee on a case by case basis).
- Priorities will be decided based on the following:
  - age of house
  - level of maintenance provided by homeowner
  - urgency of repairs required (see below)
  - length of time on waiting list
  - ability to contribute money and/or labour to the renovation project
  - income and household composition
  - if renovation is required to accommodate a disability
  - renovations that were planned and approved but were not carried out
- All renovations must meet BC Building Code requirements.

### **11.2 Qualifying Activities**

The following activities qualify as renovations; repairs to or replacement<sup>1</sup> of:

- roof
- windows
- doors – inside and outside
- panelling
- kitchen & bathroom fixtures (excluding appliances)
- countertops and cabinets
- floor
- foundation
- electrical
- plumbing
- heating
- insulation
- outside cladding/siding

Renovations required due to abuse or neglect of the home are not eligible for funding. Examples of this include broken windows, holes put through drywall, cupboard door torn off, etc.

Replacement of flooring, redecorating and cosmetic repairs are not considered to be renovations. All elements to be replaced will be energy efficient to reduce utility costs and improve performance.

<sup>1</sup> Replacement will be of the same model or a reasonable alternative. If the homeowner wishes to purchase something beyond this, they will be responsible for paying the difference in price.

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**11.3 Renovation Priorities**

Renovation priorities will be decided based on the number of points an application is assigned. The points are as follows:

	<b>Points</b>
<b>Waiting Time</b>	
• Received this Year	5
• Waiting 1 to 4 Years	10
• Waiting 5 Years or More	15
<b>Age of House</b>	
• 25 Years +	15
• 15 to 24 years	10
• 10 to 14 years	5
<b>Condition<sup>2</sup></b>	
• Substandard	15
• Poor	10
• Fair	5
<b>Previously Funded Renovations</b>	
• No	15
• Yes, once	10
• Yes, more than once	0
<b>Household Income</b>	
• Under \$20,000 per year	15
<b>Household</b>	
• 2 or less	5
• 3 to 6 persons	10
• More than 6	15
• Pensioners	15
• Disabled	15
<b>Owner Maintenance</b>	
• Significant	10
• Moderate	5
<b>Emergency</b>	
• House Temporarily Uninhabitable	25
<b>Home Owner Contribution</b>	Up to 15

<sup>2</sup> Condition will be based on the assessment provided by the building inspector.

**Need Modification for Disability**

25

**Renovation Points Examples:**

25 year old uninhabitable house: 5 waiting points, 25 age of house points, 25 emergency points and 5 moderate maintenance points = 60 points

20 year old house in poor condition: 10 waiting points, 10 age of house points, 10 condition points and 10 significant maintenance points = 40 points

**11.4 Application/Waiting List Procedure– Renovations**

- Any household wishing to be considered for renovations must fill in the Renovations Application Form which asks for a description of the repairs. The Application Form must be accompanied by a professional building inspection and cost estimates. Costs for this will be borne by the homeowner.
- Applications will be assessed based on the priorities outlined in the Eligibility section.
- Applicants will receive a letter within one week of their application which confirms receipt of their application, the priority their application has been given and the average waiting time.
- Eligible applications will be placed on a waiting list.
- When funding is available for the renovations, the applicant will be required to produce two estimates from reputable, bonded building contractors who have bid on the work. In most cases, the applicant will be expected to accept the lowest bid for the work.
- Consideration will be given to homeowners who
  - a) contribute their own funds to the cost of the renovation, and/or
  - b) contribute in kind to the cost of the renovation through sweat equity

**11.5 Supply and Repair of Appliances**

Owners of private homes are responsible for appliance purchase and repairs will be the sole responsibility of the homeowner.

An inventory will be kept for each CMHC and Band Rental House with the model and serial numbers of each appliance. The invoice and any warranties for the purchase of said appliance should also be kept in the file.

## **12.0 Rental Payments, Arrears & Damages**

Housing arrears repayment is covered in this section of the Housing Policy. The flowchart on the following page summarises the process.

Tenants in arrears have three repayment options:

- Monthly arrears payment in addition to monthly rent
- Lump sum payment
- Extended rental repayment period – payments extended after amortization to pay off the arrears

Supporting Documents included in the Housing Policy are:

- Letter Confirming Arrears and Process to Follow
- Housing Arrears Repayment Agreement
- Payroll Deduction Authorization Form
- Notices of Default (First and Second)
- Final Notice of Default and Eviction Notice
- Repayment Plan Form after Final Notice

### **12.1 Rent Payments**

A tenant must make rent payments in accordance with the Rental Agreement, which states that the rent is due on the first day of each and every month. The rent is to be paid to YG and delivered to the Housing office. Rent payments will be made by cheque, money order or cash. Receipts will be provided for all payments received. The Housing Coordinator will ensure that all payments are credited and accounted for in the financial statements of the Band.

If a tenant is employed by YG or a subsidiary, the tenant is required to sign a Payroll Deduction Agreement with the Payroll Department or the Housing Department.

### **12.2 Social Assistance Rent Payment**

A tenant receiving social assistance will be required to agree to have the recognized shelter allowance of social assistance paid directly to the Band for their rent.

### **12.3 Rent Adjustments for Band Houses**

For a Band House, YG may increase rent by providing at least one month's notice of a rent increase to tenants.

### **12.4 NSF Cheque**

All NSF (Non Sufficient Funds) cheques will be immediately replaced by cash or certified cheque by the tenant. If the NSF cheque is not replaced within 7 days the arrears policy will be applied.

### **12.5 Rental Payments Receipts**

The Housing Coordinator will provide tenants with a receipt every month for rental payment as well as a monthly statement of account that includes the details of tenants' payments and arrears.

### **12.6 Late Payment Process**

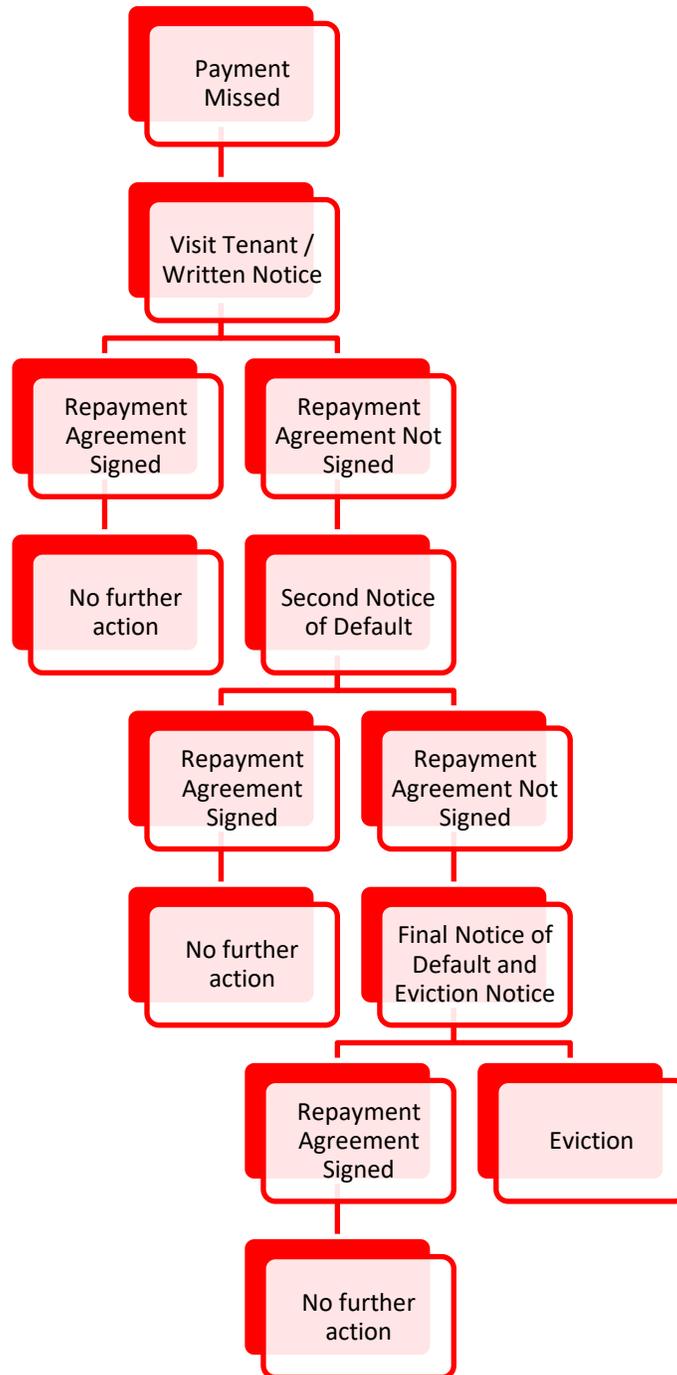
Rental arrears financially affect YG and further affect all the programs that YG administers. Therefore, if a tenant fails to make a payment or portions thereof, the Housing Coordinator will take the following actions:

- a) If the tenant is a YG employee or employee of a subsidiary, YG may garnishee 25% of the tenant's income, which will be applied towards their rental arrears, not the current rent.
- b) If the tenant is not a YG employee or employee of a subsidiary, arrangements will be made to garnishee payment from including Employment Insurance, Old Age Pension and current employer as well as any other source of income.
- c) If the tenant is a Chief or Councillor, YG may garnishee up to 25% of their Band honorariums and their mileage payments towards their rental arrears.
- d) If the mortgage / rental payments go beyond the mortgage date payout, the tenant will pay full market rent plus interest to the Band until such time as the arrears are paid in full.
- e) The Housing Coordinator has the authority to enter a repayment plan up to 12 months in duration. Any payment arrangement, which will extend beyond 12 months, must have the approval of the Band Administrator and/or Housing Committee. The consequence for breach of that repayment plan is the initiation of immediate eviction action.
- f) Band members who are evicted from their homes for any reason are not eligible to apply for a new house for 24 months, and until their arrears (and any interest) are paid in full and the Housing Committee approves it.

### **12.7 Failure to Pay Rent**

In cases where the tenant does not sign a repayment agreement or breaks the agreement, the Housing Coordinator may take steps to evict the tenant.

### 12.8 Arrears Management Flowchart



### **12.9 Rental Arrears**

If a tenant fails to pay the rent on the first day of the month, they will be in breach of their Rental Agreement.

YG will complete the following procedures to collect rental arrears:

#### *Reminder Notice*

- a) The tenant will receive a reminder notice from the Housing Coordinator on the third business day of the month, indicating that the rent has not been paid.

#### *Contact with Tenant*

- b) If rent is not received after forwarding the reminder notice, the Housing Coordinator will email, phone or visit the tenant to advise the tenant that rent is due.

#### *Demand and Eviction or Legal Action*

- c) If the tenant ignores any reminder notices, the Band will issue a demand letter, and thereafter commence steps to report the tenant to the credit bureau, evict the tenant and/or take legal action to collect the debt.

### **12.10 Rental Arrears Repayment Agreement**

For all rental arrears, the Housing Coordinator will request by letter that the tenant enter into a Rental Arrears Repayment Agreement, a copy of which is attached as Appendix 4.

### **12.11 Arrears Report**

The Housing Coordinator will prepare an Arrears Report on a monthly basis and provide copies to Council and/or the Housing Committee. The Arrears Report will provide the following information: tenant, address, balance forward, rent due, payment, balance owing, details of collections collection efforts, and details regarding any payment plans agreed to.

### **12.12 Referral to the Housing Committee**

If a Tenant does not enter into a repayment agreement, the rental arrears of a tenant will be referred to the Housing Committee for a decision on how to proceed.

### **12.13 Recommendations**

After considering all the facts, the Housing Coordinator and/or the Housing Committee may make the following recommendations to Council:

- a) the tenant be provided an extension to pay;

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- b) the tenant be requested to enter into a Rental Arrears Repayment Agreement and failing agreement, legal steps be initiated;
- c) legal steps be initiated to evict tenant and collect on debt owing;
- d) set-off amounts owing to tenant from wage (e.g. 25%), honorarium (e.g. 100%) or contract fee (e.g. 25%) against rental arrears; or
- e) the Housing Coordinator make further effort to collect rent and report the debt to a credit reporting agency, e.g. Equifax.

**12.14 Council Consideration**

Council will consider the recommendations of the Housing Coordinator or the Housing Committee.

**12.15 Disturbing the Peace**

A tenant will not disturb the peace of neighbours by playing music or creating loud noise, in particular, between the hours of 10:00 p.m. and 8:00 a.m. Loud music and disturbances will be documented, and warning notices provided to the offending tenant by the Housing Coordinator.

The tenants will be given two (2) written warnings from the Housing Coordinator for disturbing the peace. The third offence will result in the initiation of eviction proceedings.

**12.16 Damage to Premises**

Damages can affect the health and safety of people living in the home. They also add to the maintenance and upkeep of rental properties. No tenant will deliberately damage any of the premises including all buildings.

A tenant will be responsible for all damage caused by his or her wilful conduct or negligence, or the wilful conduct or negligence of their guests or invitees. Wilful or negligent damage means any damage that exceeds normal wear and tear.

Tenants will receive two written warnings requiring them to repair any damages caused by them, their pets or their guests. A second offence will result in the initiation of eviction proceedings.

**12.17 Failure to Comply with Tenancy Agreement**

Failure to comply with any other aspect of the Tenancy Agreement may result in eviction.

### **13.0 Eviction**

Prior to evicting a tenant, Council must adhere to principles of administrative fairness prior to making a decision that affects a members' interest, including:

- a) providing notice of the meeting to the member disclosing the nature of the meeting;
- b) providing the member with all relevant documents prior to the meeting;
- c) providing the member with an opportunity to be heard orally or in writing; and
- d) advising the member of the decision and disclosing the factors used in making their decision.

Council may make a decision to:

- a) provide further direction to the Housing Coordinator;
- b) accept a proposal by the tenant to enter into a Rental Arrears Repayment Agreement;
- c) evict the Tenant;
- d) initiate legal process to collect debt or to enforce eviction;
- e) set-off amounts owing to tenant from wage (e.g. 25%), honorarium (e.g. 100%) or contract fee (e.g. 25%) against rental arrears; or
- f) report rental arrears to a credit reporting agency, e.g. Equifax.

### **13.1 Eviction Process for Band Houses**

YG will terminate a lease and evict a tenant of a YG House as follows:

- a) send notice of pending eviction setting out the alleged breaches (e.g. non-payment of rent) and providing the Tenant with 14 days to remedy the default. A copy of the pending eviction letter is attached to these policies as Appendix 4.
- b) If Tenant does not comply with letter, the Council will make a decision whether to evict the tenant or not; and

- c) the Housing Coordinator will send a letter to the Tenant setting out the Council's decision.

### **13.2 Eviction Process for Social House**

Prior to terminating a lease and evicting a Social House tenant, Council must adhere to principles of administrative fairness prior to making a decision that affects a members interest, including:

- a) providing notice of the meeting to the member disclosing the nature of the meeting;
- b) providing the member with all relevant documents prior to the meeting;
- c) providing the member with an opportunity to be heard orally or in writing; and
- d) advising the member of the decision and disclosing the factors used in making their decision.

**14.0 Termination of Lease by Tenant**

A Tenant must give one month's notice to the Band to terminate the Lease and the termination of the lease will be effective on noon of the last day of the month.

A Tenant will leave the Residence in a reasonably clean condition, including:

- a) all rugs cleaned and vacuumed, and all stains shampooed out;
- b) all floors, counters and walls washed;
- c) all appliances and cabinets cleaned inside and out, and the area underneath and behind appliances cleaned; and
- d) all garbage removed.

A Tenant will return all keys to the Residence and complete the Condition Inspection Report with the Housing Coordinator on the last day of the tenancy following clean-up.

**15.0 Breach of Policy or Agreement**

In the event that a Tenant breaches a provision of the Rental Agreement or this Housing Policy, the Housing Coordinator will send a letter to the Tenant detailing the alleged breach or meet with the Tenant regarding the alleged breach.

If steps are not taken by the Tenant to remedy the asserted breach, the Housing Coordinator will provide a report to the Housing Committee or the Council detailing the alleged breach.

Upon reviewing the facts, the Housing Committee or the Council will:

- a) recommend a course of action for the Housing Coordinator;
- b) invite the Tenant to attend the next meeting; or
- c) recommend that Council take eviction proceedings.

**15.1 Possession**

Upon the effective date of eviction or termination, YG will take possession of the residence and if necessary change the locks.

**15.2 Tenant Failing to Vacate**

If a Tenant fails to vacate the Residence and remove their possessions, YG will:

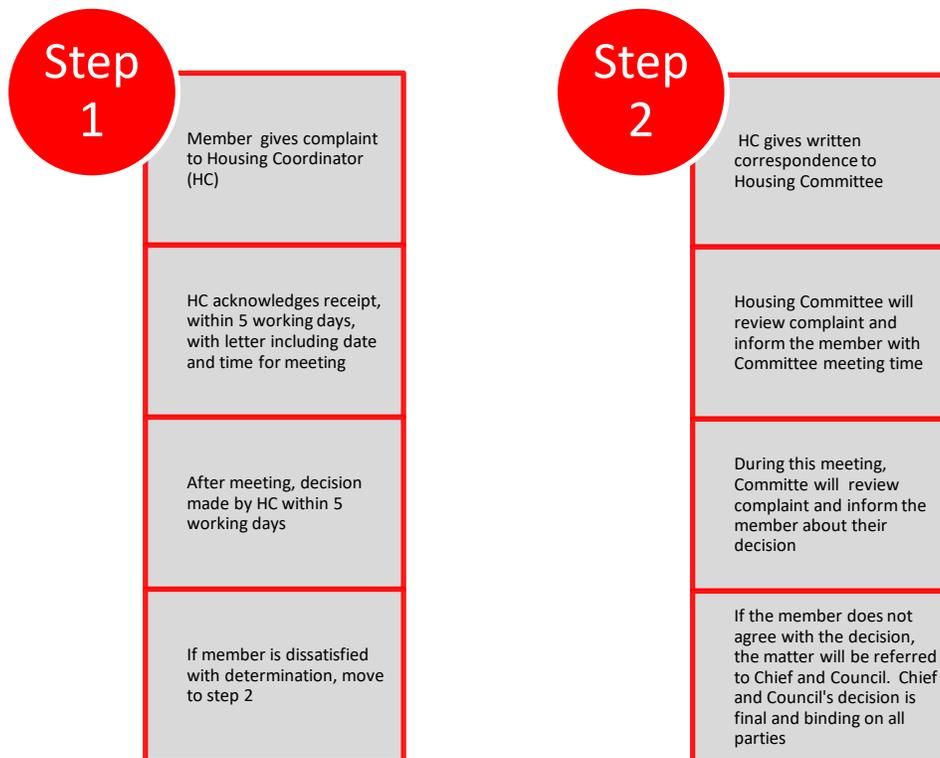
- a) advise the RCMP that the Tenant is in trespass and request that they be in attendance when locks are changed;
- b) retain the services of a bailiff or agent of YG to remove possessions. A bailiff can document and store all possessions. A bailiff may act under the authority of a Band Council Resolution, however, a bailiff may require a court order before they act; or
- c) instruct legal counsel to obtain a court order for possession and enforcement.

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**16.0 Complaints**

This policy applies to complaints by YG members which relate to housing allocations, housing payment collection and enforcement, maintenance and insurance, and renovations. From time to time, Band members may disagree with a decision made with respect to their eligibility for the program they have applied for. This policy sets out the steps for Members and YG to follow to make and resolve a complaint.

This policy should **not** be used for complaints about the quality of construction or renovations. Complaints of this nature should be directed to the Housing Coordinator, who will record the concerns on a deficiency list.



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**17.0 Compliance with Policy**

The Council, Housing Coordinator, employees, Housing Committee Members and tenants will act in accordance with this policy.

**17.1 Forms**

The Housing Coordinator will develop the forms referenced in this Policy, and have such forms approved by Council.

**17.2 Effect of the Housing Policy**

The Housing Policy takes effect immediately on approval, and will be applied retroactively to existing applications for housing and renovations, which will be incorporated into the new system with added priority given due to waiting time.

**17.3 Review and Amendments**

The Housing Policy will be reviewed annually by the Council, the Housing Committee and the Housing Coordinator to ensure that it is still relevant. Any amendment agreed upon, shall be approved by the Council following a presentation to membership.

This Housing Policy has been APPROVED AND PASSED at a duly convened general membership meeting of the Yunesit'in Government this \_\_\_\_ day of \_\_\_\_\_, 2016.

**APPENDICES**

**APPENDIX 1 HOUSING COMMITTEE TERMS OF REFERENCE**

**APPENDIX 2 JOB DESCRIPTION**

**APPENDIX 3 RENTAL AGREEMENT**

**APPENDIX 4 FORMS & LETTERS**