

Williams Lake
Indian Band



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WILLIAMS LAKE INDIAN BAND U09 HOUSING POLICY

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CMHC HOUSING INFORMATION

HOUSING POLICY BACKGROUND

1. Introduction to on-reserve housing policy

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

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

In the Northern Shuswap, Band houses are band-owned rentals, rent-to-own rentals, and subsidized rentals, privately-owned with mortgages and privately-owned with no mortgage. Each type of housing tenure requires a different kind of management service.

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

It is important for the Housing Department to understand the differences, but it is equally important for Clients and community members to understand them. One of the Housing Department's greatest challenges is to educate the community and the leadership. If Housing Department staff does not inform people about housing, no one will. The best way to manage housing efficiently is to make sure everyone knows and understands the rules and the consequences.

2. Why Have a Housing Policy?

Managing housing is often about managing expectations. When everyone knows the policies, or the rules, and everyone is abiding by the

same set of rules, there are fewer problems for everyone. Strong, clear policies create order in the Housing Department and for its staff; it is the most important tool to improve service to the community.

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

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

3. How is the Policy constructed?

The Housing Policy was created under the auspices of the Northern Shuswap Tribal Council in April, 2009. It is a harmonized policy document that incorporates the previous policies used by Williams Lake, Canim Lake, Canoe Creek and Soda Creek Indian Bands. All four Bands are now employing this Housing Policy.

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

Specific policies within the Housing Policy state their intent, followed by the procedures that are required to implement that policy. Within most policies, there are bold highlighted references to forms that must be used to carry out the procedures. The chapters are summarized below.

Chapter one: Administration/Governance

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

Chapter two: Subsidized and Band-owned Rental Housing

- Rental housing requires the most management, and therefore the most policies. Rental housing belongs to the Band, and the Band is responsible for all aspects of this type of housing. The Housing Department is responsible to act as landlord and to create and maintain a good relationship with the Band's Clients. Rent must be paid for these houses and they must be well maintained. If the Band's rental houses are not well managed, the Band bears the financial risk, which can be large.
- New policies for Old Programs
 - i. Rental arrears: Rental arrears should be prevented from accumulating. However, many houses have arrears from the past that must be managed and collected.
 - ii. Home ownership: Some of the CMHC subsidized rentals were set up as rent-to-own units. Once the mortgage is paid off, the ownership changes hands from the Band to the Client. These transfers must be managed under the Housing Policy.

Chapter three: Privately Owned Housing

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

Chapter four: Renovations and Additions

- Renovations and additions are generally funded by CMHC and INAC, and require a Housing Policy to ensure Band members are treated fairly and that the Band's administrative criteria and schedules are met. If renovation funding is not properly managed, the Band is responsible and will suffer financial penalties.

Chapter five: General Policies

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

Chapter six: Individual Band Policies

- The Housing Policy has been harmonized to fit the four Bands of the Northern Shuswap Tribal Council. This means that some policies apply to

one or two of the Bands, but not to the others. This chapter contains these specific policies. These policies are included so that if other bands decide to use them, they can begin to use them immediately if they wish, or adapt them to fit their purposes. For instance, the Williams Lake Maintenance Program and the Canim Lake Service Agreement have been in place in those Bands for many years. If the other Bands chose to adopt those practices, they may do so.

Chapter seven: Policies in Progress

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

4. Appendix 1: Forms

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

5. Appendix 2: CMHC and INAC Housing Information:

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

CHAPTER ONE

Administration/Governance

1.1 MANDATE

The Band is responsible for and has authority over the general management of housing on Band land.

The Band is responsible for developing and supporting a functional housing delivery system, which includes: community planning, developing and implementing policy, safe building practices, administering government programs, attaining available housing funding and promoting healthy and appropriate housing. The specific responsibility for individual houses depends on the ownership of that house.

The Band government has the authority to create and implement housing policies and bylaws and to take the appropriate action if the policies or bylaws are contravened. This Housing Policy has been created under that authority.

1.2 PURPOSE

The purpose of the Band Housing Department is to:

1. Provide sufficient, affordable, appropriate housing to Band Members;
2. Maintain the value of band-owned houses;
3. Improve overall understanding of housing issues and related responsibilities;
4. Implement the Housing Policy;
5. Assist leadership in making housing decisions by providing timely and accurate information;
6. Fulfill legal and financial obligations to government and institutions;
7. Develop a housing plan; and
8. Ensure housing decisions are equitable and consistent and that all participants are accountable and responsible.

The purpose of this Housing Policy is to:

1. Provide a set of standards for the delivery of housing programs and services;
2. Outline authority and responsibility for the management of houses and services related to housing;
3. Provide instructions for Housing Management; and
4. Set forth the basic principles to be followed by the Band administration, government and membership with respect to housing.

Procedure

The Housing Department and Administrator will work together to ensure that leadership, staff, members and any other related parties have read and understood the policies that are relevant to their roles and responsibilities.

1.3 DEFINITIONS

Appeal	A Client's request to review a Housing Department decision when the Client disagrees with all or part of the decision
Application	An official written document of application for a house, service or renovation
Arrears	Unpaid rent and/or debts as a result of a Client's failure to make regular payments
Band	Williams Lake Indian Band
Band Rental Unit	Housing unit owned by the Band and rented to Clients
Beneficiary	A Band Member who will inherit a unit in the community
Calendar Year	January 1 to December 31
Client	A person who has an application into the Band for a home, rental unit or would like to apply for a subsidized unit.
Client Selection Committee	If the community has a housing committee, they may be used. If not, it would go to the housing department, unless the housing department is in conflict of Interest. The selection would then go to the Band Administrator and Chief and Council
CMHC	Canada Mortgage and Housing Corporation
End of Tenancy	A requirement that a Client vacate a housing unit because the Residential Tenancy Agreement is in default. Also referred to as an eviction
Fiscal Year	April 1 to March 31
HASI	Home Adaptations for Senior's Independence (CMHC Program)
Housing Department	Consists of the Housing Manager and in some communities, the Housing Committee.

1.3 DEFINITIONS continued...

Housing Policy	A document that includes all policies and procedures related to the Band Housing Department, including amendments to this document made from time to time
INAC	Indian and Northern Affairs Canada (Department of Indian and Northern Development – DIAND)
In Good Standing	Client has no outstanding payments with the Band and all paperwork is completed and in accordance with this policy.
Maintenance	Work that is done regularly to keep a housing unit in good condition
Ministerial Guarantees	The Department of Indian Affairs and Northern Development (DIAND) administers Ministerial Loan Guarantees (MLGs) which provide loan security required by Lenders financing housing loans on reserve. These Loan Guarantees are required as a result of provisions in the Indian Act, notably Section 89 (1), which prevents the mortgage or seizure of personal and real property located on reserve, except by another Indian or band.
Policies	Individual components of the Housing Policy document
Privately-Owned Home	Housing unit that has been (or is being) paid for by a Band member
RRAP	Residential Rehabilitation Assistance Program (CMHC Program)
Renovation	Work done to restore a housing unit to good condition
Residential Tenancy Agreement	A document that details the conditions of tenancy between the landlord and the tenant(s) (homeowner(s))

1.3 DEFINITIONS continued...

Rent-to-own	Housing unit owned by the Band until the mortgage and all debts have been paid by the agreed upon homeowner, for the full length of the mortgage. At which time ownership will be transferred to the agreed homeowner and a Homeownership Agreement will be signed.
Social Housing	CMHC subsidized housing unit Subsidized housing units that have a special agreement with the Band, which gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.
Sweat Equity	Contributions to the cost of the house by the Client/Tenant other than cash e.g. labour, materials, etc.
Tenant	An individual living in a rental unit and paying rent
Tenure	The rights of a person to hold ownership of a home with a mortgage or as a Client of a Rent-to-Own housing unit

1.4 APPLICATION OF HOUSING POLICIES

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

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

See Organization Chart (“Schedule 1”).

Reporting Structure

The Housing Department staff will report to the Administrator.
The Administrator will report to the Band Council.

1.4 APPLICATION OF HOUSING POLICIES **Continued...**

HOUSING POLICY CHAPTER 1:
ADMINISTRATION/GOVERNANCE

Procedure

1. After policy development is completed, the Council will ratify each policy and instruct the administration to implement the policies;
2. Each policy indicates the scope of its application;
3. Each policy has a procedure attached to it;
4. The policy and procedure will be applied whenever a housing issue occurs;
5. The Housing Policy is administered by housing or administrative staff, and enforced by Chief and Council;
6. Community members are obliged to follow housing policy and procedures as with any other bylaw;
7. If the Housing Policy is violated the Housing Department has the authority to enforce it; and
8. The Housing Policy will be reviewed and amended as needed.

1.5 SCOPE OF HOUSING POLICIES

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

Categories

1. Section 95 Rental/Rent-to-Own
 - a. Houses with mortgages currently under the CMHC Section 95 subsidized housing program.
 - b. Rent-to-own are subsidized housing units that have a special agreement with the Band, which gives the Client the option to buy when the mortgage is paid out. Person needs to have lived in the home for the same length as the Mortgage.
2. Section 9/10 Privately Owned
 - a. Houses with mortgages currently under the CMHC Section 9/10 housing program.
3. Band-owned Rental
 - a. Houses that are owned and rented by the Band.
4. Privately Mortgaged
 - a. Houses with mortgages held by the homeowner and secured with a Ministerial Guarantee. Refer to Chapter Three.
5. Privately-Owned
 - a. Houses that have been built and paid for by the home owner; or
 - b. Section 95 subsidized house with paid out mortgages where the Client has no arrears or debts to the Band and purchases the house from the Band;
 - c. Houses that have been purchased from the original owner or the Band; or
 - d. Older INAC homes that are owned by the residents. Refer to Chapter Three.
6. Privately-Owned Rentals
 - a. Housing units that are privately owned but are not occupied by the owner.

Programs

1. RRAP, HASI (CMHC);
2. Renovations (INAC); and
3. Housing subsidy program (INAC).

1.5 SCOPE OF HOUSING POLICIES continued...

HOUSING POLICY CHAPTER 1:
ADMINISTRATION/GOVERNANCE

Procedure

The Housing Department will keep a record of houses on Band land and state the category of each house, and status of ownership called **Houses by Tenure** (See "Schedule 2"). Housing records will be kept safe by the Band administration in a locked room or file system. Policies will refer to housing categories and determine the Band and owner's responsibility to each type of housing.

1.6 ROLES AND RESPONSIBILITIES

A. COUNCIL

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

B. ADMINISTRATION AND HOUSING MANAGEMENT

Housing Manager

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

Band Administrator

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

C. CLIENTS/HOME OWNERS

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

1.6 ROLES AND RESPONSIBILITIES continued...

Procedure

Each participant in the housing field has a specific role to play as set out in the above policy and is responsible to follow the proper lines of communications as set out in the Organizational Structure.

The Housing Department will inform Chief and Council, staff and the Clients of their responsibilities.

The Housing Manager and Administration will fully understand their roles and responsibilities as part of their Job Description (See "Schedule 3).

If the Housing Manager or Band Administrator is in conflict of interest of a situation, the Band Council has the authority to review, accept and approve applications for housing assistance.

CHAPTER 2

SECTION 95

Subsidized and Band-Owned Rental Housing

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

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

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

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

1. Section 95 Social Housing units are subsidized for the length of the mortgage and remain the property of the Band until such time the mortgage/arrears are paid in full. Section 95 Social Housing units are mortgaged through the Band and managed under the contribution agreement with CMHC and the lending institution. Section 95 Social Housing units can be Rental or Rent-to-Own, as agreed upon by the Band and the Tenant.
2. Pre- and post-1997 Section 95 Social Housing Units operate under slightly different contribution agreement regulations, which shall be identified in the policies as Residential Tenancy Agreement and Rent to Own Agreement.
3. Band Rental Units

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

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

2.1 RENTAL HOUSING APPLICATION

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

Fully completed applications are required when seeking a rental housing unit. Individuals must fill out a **Rental Housing Application** (See “Schedule 4”) once a year. Available units will be posted in the community if there are no up-dated applications on file, (i.e. through newsletters, website and Band postings).

Procedure

The applicant must:

1. Fill out an application;
2. Provide proof of annual income with application (provide copies of T-4 or pay stubs, notice of assessment etc);
3. Provide all the required information and advise the Band of any contact information change (phone number, mailing address, etc); and
4. Phone calls will not be accepted as an application.

The Housing Department will:

1. Assist the applicant with completing the application form;
2. Should the applicant be unsuccessful, keep the application on file for one calendar year (after which time the applicant will need to reapply);
3. Applications will be reviewed by the housing department on the last working day of the month when a unit becomes available.

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

2.2 ELIGIBILITY

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

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

Procedure

Applicants who do not meet the eligibility criteria will be notified, and given the reasons why they are not eligible and information that might help change that assessment.

The housing department will keep a written record of its consideration of applications and the reasons for selecting or rejecting applicants. This information will be kept on file for two years after the review date.

2.3 CLIENT SELECTION

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

Client selection is governed by the following criteria:

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

Procedure

Careful selection of Clients following the **Client Selection Criteria** (See "Schedule 6") is the most important way to develop a successful Housing Delivery System. Clients must know that there are strict criteria and that it will be followed and that:

1. The current priorities of the Band may change (for instance the Band may decide that elders are a current priority or families with children—these priorities change with time and are not set in policy). In such a case the Council will determine the priority by resolution;
2. The Housing Department will make sure background checks are conducted—make sure the future Client has good references;
3. The Client Selection Committee will be required to take an oath of confidentiality and the applicants' information will be guarded by the Housing Department.
4. The successful applicant will be notified immediately;

2.4 CONSTRUCTION

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

Procedure

The Housing Department will act as Construction Project Manager, hire an outside Project Manager or a General Contractor or employ the Band Construction Manager.

The Housing Department will oversee the project management from design to delivery.

Guiding principles of the construction process are as follows:

1. The Housing Manager is the Band's representative and will act in the best interest of the Band when entering any construction contract or agreement;
2. All land issues must be settled before ground is broken; (All houses will be built on designated residential);
3. Blue prints must be approved by the Housing Department;
4. An inspection process must be set up before building begins, for quality and code;
5. Access and services must be in place before construction takes place;
6. A construction schedule and budget will be approved;
7. Agreements will be made in writing with all labour and trade contractors;
8. 10% will be held back from each contractor until the work has been inspected and accepted;
9. Materials must be of acceptable quality (an assessment to be made by the professional construction manager);
10. Materials should take into account green building practices and energy efficiency concerns;
11. Deficiencies are the responsibility of the associated contractor and must be remediated before the house is occupied; and
12. The Client will not be permitted to occupy the house until the final inspection is completed and the tenancy agreement is signed between the Client and the Housing Department.

2.5 RESIDENTIAL TENANCY AGREEMENT

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

The **Residential Tenancy Agreement** (See “Schedule 7”) constitutes a contract between the Client and the Band. All residents of the subsidized housing program are required to sign a Residential Tenancy Agreement prior to occupancy. A new agreement must also be signed by fiscal year end along with updated rental calculations.

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

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

The rental agreement has been developed to protect the rental unit, the tenant and the Williams Lake Indian Band. The rental agreement sets out the tenant’s obligations and the obligations of Williams Lake Indian Band.

Procedure

1. The Housing Manager will give the prospective Client a Residential Tenancy Agreement to read;
2. The Housing Manager will go through the agreement with the client;
3. The client will initial each page guaranteeing the page has been read and understood;
4. All adult residents will sign the Residential Tenancy Agreement
5. A copy of the Residential Tenancy Agreement must be given to the Client upon occupancy;
6. The Residential Tenancy Agreement will be re-signed March 31 of every year following rent;
7. Housing Department will keep the records up to date;
8. Residential Tenancy Agreements will be kept on file in the Housing office;
9. A Residential Tenancy Agreement (See “Schedule 8”) must be filled out and signed by the Client each time an additional occupant takes up residency in the house. If a new agreement is not signed with the new tenant and the head of the household, the household rent will be brought up to the Lower End Market (L.E.M) rent, with a written notification from the Housing Department.
10. The Housing Department may deny the request of additional tenancy based on housing occupancy; and

2.5 RESIDENTIAL TENANCY AGREEMENT continued...

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

11. The Housing Department will work closely with the Social Development Department to ensure all records are kept in compliance with the Housing Policy and the Social Development Policy.

2.6 RENTAL RATES

Rental rates will be set subject to government subsidized operating agreements for Section 95 pre-1997 housing units. Post '97 Section 95 and Band-Owned rental units are subject to rental rates set by CMHC operating agreements, which are sent out to housing departments December of every year.

When the rent rates or rental regime change the adjustments will be set by the Housing Department each new fiscal year as of March 31. Tenants will be given 3 months written notice of any changes regarding rent increases. If the tenant fails to meet with housing department and complete a Rent Calculation Agreement and Provide Verification of Income by March 31 the rent will automatically be set at Low End markets determined by CMHC. Therefore no Rental Subsidy will be provided for this unit.

Procedure

1. The Client will provide copies of T4's and notice of assessments (or payroll stubs) to the Housing Department and fill out a Rent Calculation Agreement once a year or if your income changes for a max of 3 times a fiscal year;
2. The Housing Department will determine the rent based on the CMHC formula (25% of annual income) and a preset minimum rental rate; and
3. Post-1997 Section 95 rents may be set based on the size of the house, as set out by CMHC.
4. CMHC LEM determines the Max rent payable and the Band will set out a minimum rent payable based on budget for your tenure.

2.7 RENT INCREASE

*Post-1997 Section 95 housing units/Band-owned Rentals

Once a year, the Band may increase the rent for the existing Client. The Band will use the **Notice of Rent Increase** (See "Schedule 20"). Rental rates are set by CMHC operating agreements which are sent to housing departments in December of every year.

The Band will give the Client three (3) months' notice, in writing, of a rent increase as set out in 2.6 Rental Rates.

If a clients income or household size has changed the rent geared to income clause comes into effect (25% of your total household Income). You must report any changes in your income as you may qualify for Low End Market Rents. You must also report and additional occupant in the home as they may be eligible as a dependant deduction off of the rent charges or may be able to contribute to the rental cost of the home. All working adults or clients of the Social Assistance must pay an equal portion of the rental fees for the unit.

A Rent Calculation Agreement changing your rent no matter if it is a rental Increase or a Rental Decrease may only take place up to a maximum of 3 times a year.

Procedure

1. Rent increases will be administered by the Housing Department;
2. The Housing Department will use the household income verification or Shelter Allowance form to complete a Rent Calculation Agreement
3. Clients may request a reason for rent increases;
4. Rent increases may not be applied arbitrarily to one house and not another for reasons other than those contained in this policy; and
5. Clients must be notified with a **Notice of Rent Increase** three (3) whole months in advance of a rent increase unless it is a Rent Geared to income issue.
6. You will be provided a copy of the Rent Calculation Agreement for your records.

Note* if fraudulent information is provided by the tenant or an occupant to the housing department regarding income information or household size in order to obtain a lower rent, the Band has the right to remove the subsidy, providing proof documentation.

2.8 INSPECTIONS

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

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

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

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

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

Annual inspections refer to those inspection done by a professional licensed builder or inspector, contracted by Band.

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

Procedure

All vacant units shall be inspected prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant file for that unit. The inspection department shall identify repairs resulting from tenant damage. All Clients will be given an **Inspection Notification** (See "Schedule 12") with the appropriate notice.

Houses will be inspected in the following ways:

1. Move in/out Unit Assessment (See "Schedule 13");
2. Regular inspections;
3. Inspections undertaken at vacancy;
4. Emergency inspections;
5. Professional inspections undertaken by a licensed builder;
6. The Housing Department will set a time for the inspection;
7. The Housing Department and Client may agree on a different time;
8. Regular inspections will be planned two weeks in advance;
9. Emergency inspections can take place if the Housing Department believes the well-being of the Client or the state of the housing unit are at risk;

2.8 INSPECTIONS continued...

10. An **Inspection Report** (See “Schedule 14”) will be given to the Client no longer than seven (7) days after the inspection takes place;
11. If a Client repeatedly avoids being present for inspections and does not arrange inspection times, and the Housing Department has made reasonable efforts to schedule the inspection, the Housing Department may consider the Client’s actions cause for eviction.
12. If a Break and Enter occurs and the Client requests that the Housing Department does an inspection

2.9 SERVICES

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

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

Services set are payable by the Client as stated in the **Rental Housing Service Agreement** (See "Schedule 15").

Procedure

1. The Housing Department will provide the Clients with a Service Agreement;
2. The Housing Department may charge a service fee depending on the cost, availability and available budget;
3. If the Housing Department charges a service fee it will provide a service fee agreement; and
4. If the Housing Department applies a service fee regime it will apply the same regime to all housing units.

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

2.10 LOCKS

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

A fee of \$50 -\$75 will be charged for the replacement of lost or misplaced keys.

If the tenant wants locks changed a **Repairs/Maintenance Request Form** (See Schedule 25) must be submitted to the Housing Department. If tenant fails to do so and changes locks any damage costs incurred is the sole responsibility of the tenant.

2.11 HOUSING DEPARTMENT'S ENTRY INTO RENTAL UNIT

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

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

1. The Housing Manager must provide Written Notice to the Tenant at least 24 hours before the proposed entry, (See "Schedule 12") which states:
 - a. The purpose for entering, which must be reasonable, and
 - b. The date and time of entry this must be between 8:30 am and 4:30 pm unless the Client agrees otherwise.
2. The entry is necessary to protect life or property;
3. The Tenant gives the Housing Department permission;
4. The Housing Manager must be given advance written advance notice of a vacation as stated in 2.21 Abandoned Houses;
5. The Tenant has abandoned the housing unit. A housing unit is considered abandoned if left unoccupied for two (2) consecutive weeks in Winter; three (3) consecutive weeks in Summer. And the Housing Department has not received written notification of a vacation or an extended time away from the home.
6. The Housing Department has a court order saying he/she may enter the unit; and
7. To inspect in accordance with Chapter 2, 2.8 Inspections
8. In cases of emergency, where the tenant is not in the unit, the housing department representative entering the rental unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee or Band administration, emergency responder; police, fire, paramedic). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

If the Housing Manager enters the unit otherwise than thus stated the Client may submit a **Housing Grievance Notification** (See "Schedule 17") to the Administrator.

2.12 DAMAGE/VANDALISM

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

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

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

Procedure

1. If vandalism occurs, the tenant must contact law enforcement authorities and the Housing Department must be notified of the incident;
2. The tenant is responsible for the cost of repairs unless a police report is submitted by the tenant to the Housing Department;
3. The Housing Department will repair the damage only if a police report is received;
4. A **Damage Payment Arrangement** (See "Schedule 10") will be made (before damage is repaired) between the Client and Housing Department;
5. Repayment of repair expenses are considered due and payable with the same urgency as rent; and
6. If a Client persists in damaging a unit or fails to repay damage expenses the End of Tenancy Policy (see page 40) will immediately be implemented.

2.13 PAYMENT OF RENT

The Tenants must pay rent on time. Rent is due on the first of every month. If the rent is unpaid the Band will issue a first notice to pay, which will take effect after seven [7] days. There are no exceptions.

Rent is payable in advance. This means the Tenant pays a set amount of rent before the day they move into the premises and payments for the following months are due on the first day of the month, not the last.

The rent collection policy stresses prompt assistance, advice and active rent collection.

Procedure

1. Rental statements will go out to each tenant stating rents paid and date paid as well as amount owing by annual review meeting with housing department and tenant;
2. Rental payments are due and payable as set forth in the residential tenancy agreement on the rent due date specified in the agreement by cash, money order or certified cheque. Electronic funds transfer payments are acceptable if the Band has set up such an arrangement;
3. Rental payments shall be made payable to Band (as stated by the Band) and paid at the Band Office;
4. Rent must be paid in full. No partial, incomplete, or post dated cheques will be accepted, unless approved by the Housing Department. (See Schedule 24);
5. A Tenant employed by the Williams Lake Indian Band must have his/her rent payment deducted directly from his/her monthly income. The **Payroll Deduction Agreement** (See "Schedule 18") will be used in such a case;
6. If a Tenant cannot pay the rent in full they may fill out an **Arrears Recovery Agreement** (See "Schedule 19") which is binding and makes late payments due with future rental payments; if the tenant is unable to pay the full months' rent, the following month they must pay the outstanding amount plus that months' rent in full; and
7. If the Tenant's rent payment is not made on or before the rent due date three times during a lease year (with or without a rental arrears agreement), the Band may terminate the lease immediately (that is, on the second day of the month) and repossess the premises.

2.14 NON-PAYMENT OF RENT

Band does not allow non-payment of rent for any reason. If a Tenant does not make a rent payment the Housing Department will implement a rent collection process (if the Tenant has not filled out a request to reschedule the rent payment).

Procedure

1. If the Tenant has not paid the rent seven (7) days after the 1st of the month, the Housing Department will hand deliver a **First Notice to Pay** (See "Schedule 21") to the Tenant;
2. If the Tenant fails to pay 14 days after the 1st of the month, the Housing Department will hand deliver a **Second Notice to Pay** (See "Schedule 22") to the Tenant. The tenant will then be required to meet with the Housing Manager to discuss why the rent is not being paid;
3. If the tenant fails to pay or meet with the Housing Department 21 days after the 1st of the month, the Housing Department will hand deliver an **End of Tenancy Notice** (See "Schedule 23") to the Tenant. The tenant will have 10 days to be moved out of the residence. Once an **End of Tenancy Notice** is given, the Housing Manager will do an inspection on that day.
4. If the Tenant immediately pays one month plus a half and has an arrears payment plan in place after they have received a **End of Tenancy Notice** it becomes void and the tenancy continues with in 5 days of receiving the notice.
5. The tenant may only receive ONE **First Notice to Pay**, ONE **Second Notice to Pay** per fiscal year.
6. If the tenant has already received an **End of Tenancy Notification** and defaults on the following months rent the next step will proceed directly to **End of Tenancy** for Repeated Non Payment of Rent and will have 10 days to vacate premises.

2.15 RE-SCHEDULE RENT PAYMENTS

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

If a Tenant knows he/she will have to delay a rental payment he/she must make an agreement with the Housing Department BEFORE rent is due and fill out a **Notice to Reschedule Rent** (See “Schedule 24”).

Procedure

1. The Housing Department will keep an accurate and up-to-date record of all rental payments;
2. The Band believes in early intervention in cases of non-payment of rent and assistance to the Tenants to make full recovery;
3. If the Tenant cannot pay the rent on time he/she must make an agreement with the Housing Department and will fill out a Notice to Reschedule Rent;
4. The Tenant can only reschedule rent three (3) times in a calendar year; and
5. If the Tenant does not follow the explicit agreement set out in the Notice to Reschedule Rent the Housing Department will follow the End of Tenancy policy (page 40).

2.16 HISTORICAL RENTAL ARREARS REPAYMENT

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

Rent arrears result from a Tenant failing to make their rental payment by the due date. Current arrears will be dealt with under the Non Payment of Rent policy. Historical arrears (arrears that have accumulated by previous tenants before the policy was implemented) must be recovered by the Band and will be collected through an **Arrears Recovery Agreement** (See “Schedule 19”).

Procedure

The aim of historical arrears recovery procedure is the repayment of unpaid rent. End of Tenancy is the last result. Historical rental arrears are a serious matter for the Band and the Tenant and require immediate action.

The Housing Department should try to deal sympathetically with Tenants in arrears because the situation might be out of their control. Communication is key when dealing with arrears situations.

The Housing Department must be proactive and implement the following guidelines:

- a. Monitor the Tenant's rent payments to make sure there is a clear and up-to-date record of when their payments were made and which payments were missed;
 - b. Contact the Tenant as soon as the Housing Department has a reliable historical record of rent owing;
 - c. Ensure Tenants know that the situation is urgent; and
 - d. Offer help.
1. The Housing Department will keep a record of the Tenant's charges and payments;
 2. The Housing Department will contact the Tenant to make an appointment to fill out an Arrears Repayment Plan;
 3. Arrears payments are required with rental payments; and
 4. Failure to follow the arrears repayment plan could result in garnisheeing or eviction;
 5. Employees of the Band, Band Companies as well as General Contractors will be required to sign a **Payroll Deduction Agreement** (See “Schedule 18”) to have direct payment from their income;
 6. Tenants on the historical arrears list will be denied access to non-essential services from the Band (i.e. new housing, renovations or repairs, Education funding, Special Programs and Honorariums);
 7. If the tenant fails to comply with their own repayment agreement, the Housing Department will recommend to Chief and Council that an End of Tenancy immediately be implemented.

2.17 END OF TENANCY

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

The Band may end the tenancy for any of the reasons set out below. The Band may, at any time, give the Tenant an **End of Tenancy Notification** (See "Schedule 23"), in accordance with this Housing Policy, if there has been a breach of the Residential Tenancy Agreement such as the following:

End of tenancy for not paying rent

it is a 10 day notice, tenant has 5 days to apply for an appeal of decision the following:

1. Failure to pay rent on due date and non-compliance with arrears payment arrangements;
2. Repeated late payments; (3 times would be considered repeated)

End of tenancy for a cause;

it is a 1 month notice, tenant has 10 days to apply for an appeal of decision for one of the following:

- i. Illegal activities¹; cause or be likely to cause damages to the bands property, adversely affect the quiet enjoyment, security, safety, or physical well being of another occupant or the residential property, jeopardize or be likely to jeopardize a lawful right or interest of another occupant or the band and its properties;
 - ii. Excessive disruptive behavior occurs after written warning;
 - iii. Unsanitary conditions; Excessive accumulation of garbage;
 - iv. Damage not covered by the damage deposit, not fixing damages done by you or your guests;
 - v. Too many people living in the house as defined by the National Occupancy Standard;
 - vi. Failure to comply with the Residential Tenancy Agreement signed by the band and the tenant; see agreement
 - vii. The Tenant has assigned or sublet the premises without the Band's consent.
 - viii. Abandonment of Unit; see 2.22 Abandoned Houses
 - ix. Refusal to resolve disputes;
 - x. Uncontrolled pets;
-

Procedure for Ending Tenancy:

- A. The Housing Manger will determine the reason for the End of tenancy;
- B. The Housing Manager will present Chief and Council with the history of the case at hand and recommend End of Tenancy;
- C. Notice of End of Tenancy needs to be approved and signed by a quorum of the Council;
- D. The Housing Department, along with a member of council, will hand deliver the End of Tenancy Notice to the tenant, or sent out by registered mail.
- E. On vacate day the Housing Department will change the locks on the home.
- F. All costs related to End of Tenancy, will be billed to the tenant. (ex. Locks changed, garbage removal, cleaning of the unit)
- G. All records of Eviction will remain in the Tenant(s) file permanently.²

The Notice of End of Tenancy must:

- a. Be in writing and signed by a quorum of the Council;
- b. Identify the address and Tenant;
- c. State the reasons for End of Tenancy;
- d. Include the date and time the End of Tenancy will come into effect if the Tenant does not voluntarily vacate the premises;
- e. State whether the End of Tenancy is voidable if the Tenant completes all actions required to cancel the reasons for issuing the dispute;
- f. A Tenant must dispute the notice, in form of an appeal of Decision within 5-10 days of receiving it; and
- g. That the Band will not be responsible for any items left behind. All items left will be considered garbage and disposed of accordingly.

When the tenant does not move out:

If the tenant does not give up residency by the date and time noted on the End of Tenancy the RCMP will be called on grounds of trespass and have all individuals in the unit removed. The unit will have the locks changed. Personal Affects left in the dwelling can be requested with in 10 days of the end of tenancy, a member of the Housing Department will unlock house and set a time frame to have all belongings in home removed.

How to void an End of tenancy:

An End of Tenancy Notice becomes void and the tenancy continues if the tenant pays one month plus a half and has a payment plan in place for half the rental fees until the debt is paid in full; with in 5 days of receiving the notice. A tenant can dispute the notice by submitting an appeal of decision within it time frame allotted depending on the cause of the notice. It is important to take the correct

steps. A tenant disputing the notice must still pay all rent owing within five days to cancel the notice.

A tenant who does not pay the rent or dispute the notice within five days must move out within the timeframe allotted depending on the cause of the notice.

2.18 INSURANCE

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

Procedure

1. Fire insurance is part of the residential tenancy agreement;
2. Content insurance is the sole responsibility of the Tenant;
3. In the case of the destruction of the house by fire the Band will be the recipient of the insurance funds;
4. 100% of the deductible will be charged to the Tenant for claims as a result of willful damage i.e. broken windows and smoke damage;
5. 100% of the deductible will be paid by the Band for accidental damage caused by uncommon occurrences i.e. fallen trees;
6. The Tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises; (i.e. illegal activities)
7. It is the Tenant's responsibility not to interfere with the smoke detector and to avoid fire hazards;
8. The Housing Department will give the Tenant a copy of the insurance policy so that they may understand the requirements stated therein;
9. Insurance will be collected through shelter allowance from Social Assistance Tenants;
10. No business can be operated from the housing unit without proper insurance and a current business license as well as written approval from the Band. The Band must receive a copy of the license and insurance.; and
11. It is the Tenant's responsibility to inform the Housing Department if they operate any type of business from the home. If the business is not approved by the Band, the tenant will be held responsible if anything should happen.

2.19 MAINTENANCE/YARD UP KEEP RENTAL UNITS

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

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

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

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

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

General upkeep is generally defined as follows:

TENANT RESPONSIBILITY

1. House cleaning
2. Vacuuming
3. Window cleaning
4. Monitoring and wiping up moisture
5. Ensure Indoor Air Quality is maintained (Vents kept clear)
6. Proper Window coverings
7. Cleaning appliances (and under appliances)
8. Test smoke detector to ensure it's working
9. Garbage removal (interior and exterior)
10. Yard clean up and weeding (old vehicle removal)
11. Proper disposal of hazardous/flammable materials (oil, gas, anti-freeze)
12. Snow removal.

Minor repairs and replacements are generally defined as follows:

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

2.19 MAINTENANCE/YARD UP KEEP RENTAL UNITS continued...

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

Normal wear and tear is generally defined as follows:

BAND'S RESPONSIBILITY

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

Major repairs and replacements are generally defined as follows:

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

Procedure

1. The Tenant is expected to report any and all damages or maintenance issues in the housing unit to the Band as soon as it is noticed;
2. The Tenant will not deface or mark the interior or exterior walls or floors of the housing unit;
3. All requests for repairs/maintenance must be in writing and directed to the Housing Department—**Repairs/Maintenance Request Form** (See “Schedule 25”); and
4. All improvements will become the property of the Band. Under no circumstances will the Band reimburse the Tenant for any improvements or additions.
5. The Housing Department will fill out a **Work Order** (See “Schedule 26”);
6. The Housing Department will conduct annual inspections and fill out the Inspection form indicating maintenance requirements; and
7. The Housing Department will keep updated assessments of the condition of the housing unit; and
8. The Housing Department will have a copy of a **Maintenance Plan** (See “Schedule 27”) for each unit.

2.20 MAINTENANCE/YARD UP KEEP RENT-TO-OWN UNITS

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

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

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

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

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

General upkeep is generally defined as follows:

TENANT RESPONSIBILITY

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

Minor repairs and replacements are generally defined as follows:

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

2.20 MAINTENANCE/YARD UP KEEP RENT-TO-OWN UNITS continued...

HOUSING POLICY CHAPTER 2:
SEC. 95 SUBSIDIZED/BAND OWNED

Normal wear and tear is generally defined as follows:

BAND'S RESPONSIBILITY

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

Major repairs and replacements are generally defined as follows:

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

Procedure

1. The Tenant is expected to report any and all damages or maintenance issues in the housing unit to the Band as soon as it is noticed;
2. The Tenant will not deface or mark the interior or exterior walls or floors of the housing unit;
3. All requests for repairs/maintenance must be in writing and directed to the Housing Department—**Repairs/Maintenance Request Form** (See "Schedule 25"); and
4. All improvements will become the property of the Band. Under no circumstances will the Band reimburse the Tenant for any improvements and additions.
5. The Housing Department will fill out a **Work Order** (See "Schedule 26");
6. The Housing Department will conduct regular inspections and fill out the Inspection form indicating maintenance requirements; and
7. The Housing Department will keep updated assessments of the condition of the housing unit; and
8. The Housing Department will have a copy of a **Maintenance Plan** (See "Schedule 27") for each unit.

2.21 RENOVATIONS

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

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

Procedure

Renovations will be attained in one of two ways:

1. The Tenant in a Band owned rental will make a request in writing to the Housing Department stating what needs to be repaired according to health and safety standards;
2. The Housing Department and certified inspector will conduct a regular inspection and discover the need for a renovation;
 - a. The assessment of the housing unit and the priority of the project will be solely the responsibility of the Housing Department;
 - b. If a handicap renovation is required the Housing Department will work with the nurse or Community Health Representative to achieve the necessary changes to the dwelling.

Tenants Responsibility

To provide the Housing Department with all application for renovation attachments such as:

1. income verification,
2. House history if it is a private home,
3. Notice of tax assessment,
4. Income Tax Summary for the year that application takes place.

2.22 ABANDONED HOUSES

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

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

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

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

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

Procedure

1. End of tenancy will be served as per the End of Tenancy policy;
2. Personal effects will be removed from the housing unit following guidelines in the Residential Tenancy Agreement;

2.23 OWNERSHIP RETENTION

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

Section 9/10 housing units belong to the band. It is the Band prerogative to retain the ownership of the housing unit for the rest of its life span or to transfer ownership to the Long Term Tenant.

The Band remains the rightful owner of the housing unit's until a **Home Ownership Agreement** (See "Schedule 28") has been signed by the Band and the future owner.

Procedure

The terms and conditions of and procedures for the Band retaining ownership are as follows:

1. If there is no previous signed agreement with the Tenant;
2. If the ownership of the housing unit has not been previously established;
and
3. The Band may refuse a transfer of ownership to the Tenant long-term or short-term and identify the particular housing unit as Band-Owned.
4. The band is held responsible and liable for this asset until a **Home Ownership Agreement** is signed by the occupant and the band accompanied with a Band Council Resolution which must be signed by quorum of council.

2.24 OWNERSHIP TRANSFER

The transfer of ownership of a housing unit is solely the right and responsibility of the Band. Transfer of ownership from the Band to a Band Member will only take place in units that have been designated as Rent-to-own.

There will be no Transfer of Ownership signed for up to 6 months after a Housing Mortgage has ended in order for the Housing Department to ensure all documentation has been looked after. During this period the tenant whom is applying for Home Ownership will be responsible for paying rental fees as per Low End Market rates that have been set for that year.

Housing units designated as Band Rental Units will not be available for transfer of ownership. Transfer of ownership only relates to the housing unit, not the land.

Procedure

The terms and conditions of and procedures for transfer of ownership are as follows:

First the Housing Department will determine which type of tenancy below:

- A. Long-term Tenant in good standing:
 - If the Tenant has rented for the full term of the mortgage;
 - If the Tenant has paid rent in full out of the Tenant's own resources; (not if on SA or if home has been sub-let and tenants were on SA)
 - If the Tenant has no other debt to the Band; then

- B. Long-term Tenant with debt to the Band:
 - If the Tenant has not made regular payments;
 - If the Tenant has an outstanding balance (arrears) at the expiry of the mortgage;
 - The Tenant must pay all debts owing to the Band including penalties/receivables before the Band will transfer ownership;
 - The Tenant has the option to pay the debt owing in full and achieve ownership;
 - The Band will continue to collect monthly rent payments until the debt has been paid in full; and
 - If the Tenant chooses to continue to pay monthly rent payments the Band will pay the insurance on the housing unit until the debt has been paid in full and the housing unit is transferred to the owner.

- C. Short-term Tenant:
 - If a housing unit has had several Tenants since it was built;
 - If the current Tenant wishes to achieve ownership in the future;

2.24 OWNERSHIP TRANSFER continued...

1. The Housing Department will establish what the current Tenant owes in order to pay the value in full and achieve ownership once the mortgage is all paid out.
2. The Housing Department and the Tenant will complete a **Home Ownership Agreement** for the Manager to present to Chief and Council for approval.
3. The Housing Department will complete a History on the house that has a request for ownership.
4. The Finance Department and Housing Manager will provide a completed **Rent Conciliation** by going through the file ensuring charges are correct and payments were all applied.
5. When this is complete the homeownership package will go to the Next Chief and Council meeting.
6. The Council must approve all transfers of ownership and provide a signed Band Council Resolution which requires quorum approval signatures.
7. Before the tenant is issued the signed **Home Ownership Agreement** and BCR from the Housing Department the tenant will be required to purchase House Insurance as part of the Terms and Conditions of the **Home Ownership Agreement**.
8. The Housing Department will then release the house as a Band Owned unit.

Once the transfer of ownership has taken place and a **Home Ownership Agreement** (Schedule 28) has been signed; the housing unit will no longer be managed under the Band rental housing policies. The owner will no longer receive the services nor will they have the restrictions of a subsidized housing unit. The housing unit will instead fall under Chapter 3 of the Housing Policy.

2.25 SURVIVORSHIP

With a Will

If a Rent-to-Own Tenant in Section 95 subsidized housing unit dies and leaves a will, the Inheritor can make a request to the Housing Department to acquire the unit. The Band has no obligation to transfer the rental account to the Inheritor. If the Band chooses to do so, the Inheritor will be required to meet the criteria as set out in the **Selection Criteria** and adhere to the Residential Tenancy Agreement for the full term of the mortgage.

If the housing unit is a Rent-to-own unit the family may request that the house be transferred into the Inheritor's name once the mortgage has been paid under terms and conditions of and procedures for **Home Ownership Transfer Policy # 2.24**.

Procedure

1. The Inheritor must contact the Housing Department immediately and set up a payment arrangement;
2. The Inheritor is subject to all the Section 95 program requirements and Band management policies;
3. The Family Member must meet the criteria for a Tenant as per the Selection Criteria;
4. The Family Member is subject to all the Section 95 program requirements and Band management policies;
5. If the housing unit has a Rent-to-own agreement the Inheritor may request a transfer of ownership once the mortgage and any outstanding debt (Arrears) has been paid in full; and
6. If the Rent-to-own Unit has arrears accumulated by the deceased, the Spouse will be held liable for any outstanding debts. The Inheritor must meet with the Housing Manager to set up a re-payment schedule and a new Rental Agreement must be completed and signed by all parties involved.

Without a Will

If a Rent-to-own tenant in a Section 95 unit passes away without a will, and they were considered head of the household, the immediate family or spouse must meet with the Band's Housing Department. They may request to keep the unit, as long as the criteria are followed. Only a Band Member may be considered for ownership.

Procedure

1. The family must contact the Housing Department immediately and set up a meeting to discuss their options with the Band, if the deceased had arrears on the unit, a repayment schedule must be provided;
2. If there is no legal will but the family presents a strong case for a Family Member to take over the responsibility for the housing unit, the Housing Department will consider the situation on a case-by-case basis;
3. If the Band decides to consider the Family's request, they must meet the criteria for a Tenant as per the Selection Criteria;
4. The family is subject to all the Section 95 program requirements and Band management policies;
5. If a Family Member takes over the responsibility for the housing unit the Family Member must contact the Housing Department immediately and set up a payment arrangement;
6. The Band is under no obligation to transfer ownership.

CHAPTER THREE

Privately Owned Housing Units And On Reserve Loan Insurance with Ministerial Loan Guarantee (formerly known as Section 9/10)

There are several types of housing units covered in this section of policies, all under the general heading of privately owned homes. The particular categories of these housing units are as follows:

1. On Reserve Loan Insurance with Ministerial Loan Guarantee (formerly known as Section 10). A Ministerial Loan Guarantee (MLG) is a guarantee provided by the Minister of Indian and Northern Affairs to a lender to guarantee the repayment of a housing loan made to a Band borrower. To qualify for a CMHC-insured loan secured by an MLG, the borrower must have a minimum down payment of 5 per cent of the lending value of the home. The borrower must meet CMHC credit standards in order to get a loan. No CMHC loan insurance premiums are payable for loans secured by an MLG.
2. Privately mortgaged housing units, where the Band receives a Ministerial Loan Guarantee from INAC on behalf of the Band member borrower and a mortgage from a lending institution other than a CMHC-insured loan.
3. All homes that have been previously built and financed by the homeowner or have been historically considered owned by the present owner.

The Band and homeowner have a sliding scale of responsibility in each of the preceding categories. The Housing Department has some requirements from these homeowners and can deliver some services to these units; however, most of the responsibility for the housing units lies with the homeowners.

3.1 HOME OWNERSHIP

A housing unit that is not financially dependent on the Band is considered a privately-owned home. Although the mortgage may require a Ministerial Guarantee the homeowner is fully responsible for all the financial arrangements for the unit. However, homeowners must follow band policy when building or purchasing a home or when requiring services for applying for government funding that flows through the Band.

Criteria for privately owned homes:

1. Only Band members may own homes on Band land unless the home is on land designated leased-land for commercial housing development (in which case these policies do not apply);
2. Home ownership does not mean land ownership;
3. Land ownership falls under Band land policies;
4. All land regulations must be followed (as determined by the Band Land Department) and the documentation completed prior to an application for home ownership; and
5. All debts to the band must be paid in full before a **Home Ownership Agreement** (See "Schedule 28") will be issued.

Procedure

1. All homeowners, whether they have a new home built, older INAC home, transferred Section 95 previously subsidized home or purchased house from another band member, must execute an Ownership Agreement with the Housing Department;
2. Proof of home ownership is by possession of a valid Ownership Agreement;
3. Homeowners must remain in good standing with respect to the homeowners' commitments under the agreement; and
4. Transfer of homeownership to another Williams Lake Indian Band member is permitted provided that the new owner has executed an Ownership Agreement with the Housing Department.

3.2 APPLICATION TO BUILD

Individuals must fill out an application form to build a privately-owned home. The **Application to Build** (See “Schedule 30”) begins the process whereby the prospective new homeowner and Housing Department ensure that all the Band’s required processes are followed.

Procedure

1. The applicant must have a Band approved lot to build on;
2. The applicant must complete a Lot Application with the Housing Department and submit to Chief and Council for approval.
3. The Lot Application must include a map of the area that is being applied for.
4. The application must describe the housing project;
5. The application must show proof of financing; and
6. The applicant is responsible to act as his/her own agent.
7. The land approval will be subject to environmental screening by INAC.
8. Approval with neighbors and community objectives.

If approved at a Council meeting the applicant will be provided with a Band Council Resolution stating what area that was designated to the applicant.

3.3 LAND

No one may own land that is part of the Williams Lake Indian Band, except”

Certificate of Possession – An individual owns land where there is a Certificate of Possession (CP) issued and registered by Indian and Northern Affairs Lands and Trust Services

Land on the Williams Lake Indian Band may be designated this does not mean you own the land in which was designated to you.

3.4 ELIGIBILITY

Eligibility is not automatic and the Band can reject any application. Only Band members with a land designation are eligible.

Procedure

To further be eligible, Band members must also meet all of the following criteria:

1. Provide proof of income;
2. Good credit;
3. No debts to the band;
 - a. Debt is defined as:
 - i. Rent arrears
 - ii. Damage deposit arrears
 - iii. Damages to the home
 - iv. Outstanding loans from the Band for any debt;
4. The borrower must have a minimum down payment of 5 per cent of the lending value of the home as the homeowner equity contribution; and
5. Eligibility for INAC subsidy;

3.5 NEW HOME OWNER SELECTION

New home-owner selection will be based on criteria for eligibility being met. The eligibility will be on the applicants' merit. There will only be a waiting list if there are too many people eligible and ready with a down payment and land. At that time the Housing Manager will make the selection on a first come first serve basis—whichever has their application, land, financing, credit rating, income verification and down payment ready first will be served first.

Procedure

New home applicants will be served on an individual basis. The Housing Department will give the applicant a list of all the information that is required. The applicant will work with the Housing Department until he or she has everything ready. Once all the information is in order the project may proceed.

3.6 CONSTRUCTION

Private homeowners may contract their own certified construction contractor or may use the Housing Department to take care of the contracting process, in which case the Housing Department will charge a management fee of 10% of the INAC subsidy. All construction must follow the same set of rules, which include:

1. Must have housing plans and all contracts approved by Housing Department;
2. Must have services approved by Maintenance Department;
3. Must follow Band Approved construction practices (as per Chapter 3 and policy 3.7—Inspections);
4. Must follow BC building code³;
5. Must be inspected at specified intervals by a qualified building code inspector;
6. Must have workers covered by Work Safe BC⁴; and
7. All construction sites must be covered by construction insurance.

Procedure

Prospective individual homeowners must work closely with the Housing Department to ensure all the construction criteria are followed.

³ <http://www.boabc.org/>

⁴ <http://www.worksafebc.com/>

3.7 INSPECTIONS

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

Procedure

1. Inspections in the following order must be submitted to the Housing Department:
 - a. Site preparation
 - b. Foundation
 - c. Framing
 - d. Lock up
 - e. Plumbing
 - f. Electrical
 - g. Final Inspection;
2. Inspections must be carried out and infractions corrected before construction continues; and
3. The Housing Department will shut down the construction site, without notice, if the inspections are not submitted or infractions are not fixed. All parties involved will be notified.

3.8 BUILDING CODES

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

Procedure

Building inspectors will use the most current BC Building Code.
www.boabc.org

3.9 FINANCING

Private homeowners must follow Band financial practices⁵ (as required by the Finance Department) in addition to practices required by their financial institution.

Procedure

1. Private homeowners must complete a thorough construction plan, including a house plan, budget, and schedule;
2. The individual is responsible for organizing mortgage arrangements;
3. The individual must prove she/he can acquire sufficient funds to complete the project;
4. If the prospective homeowner requires a Ministerial Loan Guarantee the Band must approve the lending institution;
5. The Band can refuse an MLG if it has overextended its financial capacity or for any other reason it deems necessary based on its own financial considerations; and
6. The Band is not bound to provide a mortgage guarantee.

⁵ Must follow Bands Human Resource Policy

3.10 MORTGAGE DEFAULT

As guarantor of the loan, the Band must make payments should a private homeowner default. If the homeowner is three months in arrears of the loan payment or at a time determined by the Band and lending institution that the mortgage holder is in default, the Band may repossess the house.

Procedure

Mortgage default takes place when a mortgagee misses three (3) consecutive mortgage payments or as determined by the lending institution. If the lending institution contacts the Band for mortgage guarantee payment, the Band will:

1. Serve the occupant with an immediate End of Tenancy (See “Schedule 23”);
2. Upon repossession the house will be advertised for sale;
3. The Housing Department will put in a reserve bid of the loan amount and the equity contributed by the Band; and
4. The band will charge an Administration fee. The homeowner forfeits any and all claim to the loan proceeds, the Band equity investment, and the Administration Fee. All net proceeds other than the loan, the Band equity, and the Administration fee will be turned over to the former homeowner.

3.11 SUBSIDY FUNDS

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

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

Procedure

In order to cover administration and project management of capital projects the Band will allocate 90% of the subsidy funding to the house construction and 10% to the Operations & Maintenance Department and a set amount of \$450 to Inspections. For example only:

Subsidy total = \$28,355

Construction	\$25,000
O & M	\$ 2,905
Inspections	\$ 450 (Depends on area)
<hr/>	
Total	\$28,355

3.12 PRIVATELY OWNED RENTAL HOMES

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

Procedure

1. The home-owner is responsible for insuring, maintaining, repairing, renovating and keeping the home in a safe condition. The Band cannot be held liable for anything that takes place in the house or by or to the Tenants; and
2. The home owner may choose his/her own Tenant;
3. The housing unit will eligible for INAC or RRAP renovations;
4. The housing unit will not be eligible for any band maintenance services; and
5. The Housing Department will charge the home owner a fee for band utilities, including sewer, water, and garbage collection.

3.13 SURVIVORSHIP

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

Procedure

1. If a homeowner passes away with a valid will:
 - a. The ownership will pass to the benefactor only if the benefactor is a Band member;
 - b. The house may be sold and the proceeds passed to the benefactor if the benefactor is not a Band member; and
 - c. Ownership of the house may be turned over to the Band by the benefactor in exchange for the right to occupy the house as long as the terms of the Home Ownership Agreement (see page [xx]) are met.
2. If a homeowner passes away without a valid will:
 - a. Ownership of the house will be passed to that member's spouse, if the spouse is a member of the Band;
 - b. Where the spouse is not a member, but the children are members of the Band, ownership will pass to the children;
 - c. Where the surviving spouse and children are not members of the Band and the house is considered to be part of the estate of the deceased Band member; then at the discretion of the executor of the estate:
 - i. Ownership of the house will pass to the Band, in exchange, the Band may allow the continued occupancy of the surviving spouse and children as long as the terms of the Home ownership Agreement are met; or
 - ii. The house will be put up for sale and the proceeds of the sale will go to the benefactors of the deceased member's estate.

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

3.14 TRANSFER OF OWNERSHIP

Ownership of a housing unit is formalized by the implementation of a **Home Ownership Agreement** (See “Schedule 28”). If a Band member wishes to buy a housing unit under a Ministerial Guaranteed Mortgage he/she will be required to make an application for a new Homeowner Agreement for that dwelling. Only eligible applicants will be permitted to purchase housing units that are guaranteed by the Band.

Procedure

The terms, conditions and procedures for transfer of ownership of a privately owned housing unit guaranteed by the Band are as follows:

1. Only prospective buyers who qualify under the same criteria as the original owner will be considered for a transfer of ownership;
2. The price for the housing unit will be agreed upon by the current and prospective owners;
3. The Band will not take part in the financial negotiations and transactions between the two parties; and
4. The original owner will sign a **Home Ownership Agreement** with the new homeowner, which will be kept on record in the Band files.

3.15 MAINTENANCE AND YARD UPKEEP

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

Issues such as pests, animals and garbage are matters of public health and safety and will be followed according to the Band's By-Law.

Procedure

1. The homeowner is expected to conduct full maintenance of their home and premises;
2. The only housing programs available to a homeowner are INAC renovations and RRAP (if the homeowner is eligible); and
3. The homeowner may enter into the Band Maintenance Program. (if available through your Band)

3.16 INSURANCE

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

Procedure

Privately-owned homes:

1. House and contents insurance is the responsibility of the homeowner;
2. Insurance funds are the sole property of the homeowner; and
3. In case of the destruction of the house, the Band is not responsible for replacing or renovating the house or its contents.

3.17 PETS

Must follow the Band By-laws.

3.18 NOISE

Must follow Band Bylaws

CHAPTER FOUR

RENOVATIONS and ADDITIONS

(For Privately Owned homes)

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

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

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

4.1 APPLICATION

Homeowners must fill out an **Application to Renovate** (See “Schedule 31”) form and keep their application up to date.

Procedure

1. Homeowner will get an application form from the Housing Department;
2. Homeowner is required to keep a copy for his/her own file;
3. The Housing Department will keep the application for two (2) years;
4. Application includes the homeowner’s requests and priorities;
5. Homeowner is required to pay any additional cost over and above the grants acquired for the renovation before work commences; and
6. Homeowner is required to make a down payment to the Band. The amount will be determined by the Housing Department as a percentage of the subsidy.

4.2 ELIGIBILITY

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

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

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

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

Procedure

1. The homeowner must complete an **Application to Renovate** form (See schedule 31) and have a written Application for Renovations;
2. The application must be updated every two years;
3. Old renovation applications will be kept on file for two years and then the application will be destroyed;
4. Each renovation project proposal will be based on current homeowner interest and applications;
5. Oral renovation requests will not be considered;
6. Renovations cover general wear and tear;
7. Renovation work will be done according to the Building Inspectors scope of work.
8. Damage or vandalism shall not be considered eligible and shall be the responsibility of the Tenant; and
9. Band criteria for eligibility is in addition to INAC and CMHC renovation programs eligibility criteria.

4.3 SELECTION

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

Procedure

1. An approved BC building inspector will conduct a renovation assessment on each applicant's housing unit;
2. The cost of inspections will come out of the total renovations costs and are paid by the Band;
3. Notwithstanding # 2 above, when a homeowner requests a renovation and receives an inspection, but does not qualify for the renovation, the cost for the inspection is the responsibility of the homeowner and will not be paid by the Band;
4. The Housing Department will decide whether the homeowner fits into the criteria for the required renovation;
5. If the renovation exceeds the funding limits the Housing Department and homeowner will design a financial package that may include loans to assist with completion of the renovation.

Projects that qualify will then be subject to the selection criteria, which are as follows, but not limited to;

1. Health and safety;
2. Need;
3. Young children;
4. Elders;
5. Residence has not had a renovation for ten (10) years;
6. Homeowners have proven that they perform regular maintenance and repairs to their house; and
7. Homeowners are willing to contribute to the project.

4.4 INSPECTIONS

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

Procedure

1. The Band will hire an approved building inspector to complete a scope of work for the intended renovation;
2. The building inspector will estimate the cost for the work;
3. The Tenant is responsible for the initial cost of the inspection but will be reimbursed by the Band once the renovation funding has been received;
4. Homeowners and the Housing Department are required to attend the inspections;
5. Building inspector, homeowner and the Housing Department must sign the inspection report; and
6. Any questions or appeals regarding the building inspection and scope of work must be raised by the homeowner to the Housing Department within two (2) weeks of the homeowner acquiring the report.

4.5 FUNDING/FINANCING

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

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

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

Procedure

1. No homeowner shall receive funds from the Band over and above the INAC and CMHC's funding limits;
2. Generally, the subsidy is not enough for a thorough renovation, therefore an INAC subsidy may be coupled with a CMHC application and submitted together;
3. The entire INAC subsidy for renovations is not applied directly to construction.

For example:

An INAC subsidy of \$14,253 may be spent as follows:

Construction	\$12,500
O&M	\$ 1,453
Inspections	\$ 300
<hr/> Total	<hr/> \$14,253; and

4. All renovation(s) are subject to the Band's Application for funding.

4.6 BUILDING CODE/ RENOVATIONS

HOUSING POLICY CHAPTER 4:
RENOVATIONS AND ADDITIONS

APPLIES TO RENOVATION CONSTRUCTION

Refer to: www.worksafe.com
www.boabc.org

CHAPTER FIVE

General Policies

5.1 SANITATION

Garbage service shall be provided to all Band residents that are on a Band Maintenance Program. (Or as set out by the Band)

Procedure

1. Pick up is once a week;
2. Houses are limited to two (2) bags per pick up or as set out by your Band;
3. Garbage must be placed in sealed bags and placed in garbage bins;
4. Garbage bins must have lids;
5. Garbage bins must be placed at the road side on garbage day;
6. Tenants/homeowners are responsible for any garbage that is loose due to birds or dogs;
7. Unsightly garbage around units must be removed in a timely manner by Tenants/homeowners;
8. Tenants/homeowners are responsible for the removal of old appliances and furniture; and

5.2 DISCRIMINATION

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

Provision 1

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

Provision 2

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

5.3 APPEALS

All Housing Tenants have the right to appeal any decision that is made by the Housing Department. Such appeals must follow the appeals procedure.

Procedure

1. **Appeal Forms** (See "Schedule 32") will be kept in the Housing Department and are available upon request;
2. Appeal forms will not be denied;
3. The Housing Department will explain to the complainant the appeal process;
4. Complainant is required to fill out an appeals form;
5. Submit it to the Housing Department
6. The appeal will be referred to an Chief and Council;
7. The Chief and Council, within 30 days of receiving the appeal submission, will notify the complainant of the date, time and place of the hearing;
8. The complainant or a representative may present the reason for the appeal in person, but the complainant must be present if being represented;
9. The Chief and Council may request additional information from either party; (this must be requested before the hearing, if possible)
10. The Chief and Council may render their decision on the day of the hearing or they may require more time to review the appeal;
11. The complainant will be notified in writing of the Chief and Council's decision; and
12. The Chief and Council's decision is final. If the complainant wishes to take further action, it will be at their own expense.

5.4 CONFIDENTIALITY

Refer to the Band general policies.

5.5 ETHICS

Refer to the Band general policies

5.6 RECORD KEEPING

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

Procedure

The Housing Department is responsible for keeping:

1. Home ownership records;
2. Tenant records;
3. Housing policies;
4. Housing forms, reports and schedules;
5. Financial transaction records;
6. Land information as it pertains to housing stock;
7. Mortgage and loan documents;
8. Individual Tenant files;
9. Maintenance records; and
10. INAC and CMHC funding information.

The Band is responsible for keeping housing records safeguarded for privacy reasons.

Tenants are responsible for keeping:

1. Rent receipts;
2. Copies of all request forms;
3. Residential Tenancy Agreement;
4. Maintenance records; and
5. All other agreements.

5.7 RATIFICATION

The Chief and Council will ratify the Housing Policy and each subsequent policy using the Ratification Procedure.

Procedure

1. Council will select two (2) Council members to read and review the policy;
2. The two Council members will work with the Housing Department until the policy meets with the Council approval;
3. The members at a regular Council meeting will move ratification of the policy;
4. The Council will vote on the ratification motion.

5.8 POLICY AMENDMENT

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

The Housing Department will draft the changes and circulate the draft for at least 6 months prior to implementation for Council approval to the community and Housing Department to review. Feedback will be built into the final draft.

Council will ratify Policy amendments.

The final draft, including amendments, will be announced at a community meeting and the Housing Department will provide copies for the band members.

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

CHAPTER SIX

Individual Band Policy

6.1 DAMAGE DEPOSIT

The Band will hold a security against damages to the housing unit equal to one half the monthly rent (the “Deposit”), which shall be paid by the Tenant prior to occupying the premises. The Deposit and reasonable interest will be returned to the Tenant if there is no damage beyond normal wear and tear⁶.

Procedure

1. The Tenant and Band will sign a **Damage Deposit Agreement** (See “Schedule 9”). The Band will keep the Deposit in a separate bank account. Should a Tenant vacate the unit, the Band will return the Deposit with interest, if the move-out inspection has shown no damage;
2. Based on the move-out inspection report, which is completed by the Housing Department, if a unit is damaged beyond normal wear and tear from ordinary use, the Band can subtract the repair costs and give the Tenant the balance plus interest along with the reasons for deductions;
3. Should the cost of damages exceed the Deposit the Band will make a **Damage Payment Agreement** (See “Schedule 10”) and charge the costs to the Tenant;
4. Any unpaid rents will also be deducted from the Deposit; and
5. If the Tenant does not agree with the Band’s decisions regarding condition and cost of repairs the Tenant can appeal the decision using the appeal process.

⁶ www.tenants.bc.ca/main

6.2 SUBLETTING

The Tenant may sublet the rental unit to another person with the written consent of the Housing Department. Under the **Sublet Agreement** (See “Schedule 11”) the new Tenant must be eligible for the unit and assume all the rights and obligations under the existing tenancy agreement, at the L.E.M (Low End Market) rent as set out by CMHC. The Sublet Agreement will be managed by the Housing Department not the original Tenant.

Procedure

1. A Tenant may make arrangements to sublet their housing unit based on reasonable need and a fixed time period;
2. The sub Tenant must meet the eligibility criteria and be approved by the Housing Department;
3. The sub Tenant will sign a sublet agreement form;
4. The sub Tenant is responsible to pay the rent;
5. The Tenant will sign an agreement with the Housing Department to vacate the unit;
6. The Tenant will give the Housing Department three (3) months’ notice upon returning to the unit;
7. If the Tenant does not make alternative arrangements with the Housing Department and does not return at the agreed-upon time the unit will be considered vacant and the Housing Department will put in a permanent Tenant;
8. If the sub Tenant does not pay the rent, the sub Tenant will be evicted;
9. If the sub Tenant does not pay the rent the Tenant is responsible to pay the rent and any arrears caused by the sub Tenant or the Tenant will be evicted in his/her absence; and
10. If the Tenant extends his/her absence more than 2 times the unit will be considered vacant and the Housing Department will put in a permanent Tenant.

6.3 WILLIAMS LAKE MAINTENANCE FEE

A monthly maintenance fee for Band Housing Units is due and payable by the first of each month. For individuals on Social Assistance, the Social Development Department will pay the monthly Maintenance Fee.

The revenue from the fee will be put towards Repair and Maintenance of Band Housing. Only those who contribute to the Maintenance Fee will be eligible for benefits from this Program. The Maintenance Fee will be reviewed on a yearly basis (every January) to determine if the amount of the Maintenance Fee is adequate.

The following is a breakdown of what is covered by the Maintenance Fee:

Monthly Maintenance Fee - \$150

- Covers the cost of Insurance,
- Minor Repairs & Maintenance to Plumbing and Electrical.
- \$5000 content (appliances) plus \$120,000 building

*Tenants are responsible for any content insurance above \$5000.

Monthly Maintenance Fee - \$150-300

- Covers the cost of Insurance,
- Preventative Maintenance,
- Minor Repairs & Maintenance
- An Annual Property Inspection.
- \$5000 content (appliances) plus \$120,000 building
- Repair of appliances (washer, dryer, fridge & stove).
- Repair of hot water tank & furnace.
- Re-key home.

*Tenants are responsible for any content insurance above \$5000.

Monthly Maintenance Fee - \$300-500

- Covers the cost of Insurance,
- Preventative Maintenance,
- Major Repairs & Maintenance; and
- An Annual Property Inspection.
- \$5000 content (appliances) plus \$120,000 building
- Repair or replacements of appliances (washer, dryer, fridge & stove).if required.
- Repair of hot water tank & furnace.
- Repair of doors, windows, eavstroughs, roofs, stairs and railings.
- Re-key home.
- Septic Pumping and Maintenance

6.3 WILLIAMS LAKE MAINTENANCE FEE continued...

- Electrical repairs as per Electrical Inspections
- Plumbing repairs as per Plumbing Speciation.

*Tenants are responsible for any content insurance above \$5000.

Once payments have stopped coming into the Housing Department the house will no longer receive services and any insurance will be canceled or billed for remaining months of coverage. The fees collected will not be reimbursed to the payee as all monies are expended by the end of the year.

Procedure

Housing Department Responsibilities

1. Complete Band Maintenance Agreement (Schedule 34) with tenant ensure all pages are read and initialed by tenant and that the agreement copies are signed and dated.
2. Make Copies of the Agreement for Tenant, Finance, Social Development if necessary and provide to appropriate persons.
3. Enter the name of the Tenant onto the Band Maintenance Ledger in the Housing Support Manual.

Tenant Responsibilities

1. When Requesting Repairs under the Band Maintenance Program you must do so in writing. Complete Repairs Maintenance Request (Schedule 25). Submit to the Housing Department.
2. Inform the Housing Department of any additional tenants in the home as we may be able to share costs for the Band Maintenance Program.
3. Inform the Housing Department of any renovations that you may be performing to the house prior to construction.

6.4 ELDERS BAND MAINTENANCE PROGRAM

A Once Yearly payment of \$25,000.00 is made out to the Elders Band Maintenance Fund. The revenue from the fee will be put towards Repair and Maintenance of Band Housing. Only those who contribute to the Maintenance Fee will be eligible for benefits from this Fee. The Maintenance Fee will be reviewed on a yearly basis (every January) to determine if the amount of the Maintenance Fee is adequate

Every year in the month of January letters will go out to all on reserve Elders' this will be the beginning of the application process to see which Elders' will be enrolled in the program. Applicants will be responsible to complete a EBMP Application (Schedule 48) which will be reviewed for eligibility. Below is a list of the criteria to eligible for this program.

This fund will be used to Provide Services to:

1. Elders 60 years and Older.
2. Elders who are not receiving Social Assistance.
3. Elders Living in the Old DIA (band owned) homes, This Program does not apply to Elders living in CMHC Homes or Privately owned Homes.
4. Elders' making a maximum of \$17,500.00 each fiscal year.

The following is a breakdown of what is covered by the Maintenance Fee:

Maintenance Fee – Covers the cost of:

- House Insurance: \$5000 for (appliances) plus \$120,000 building
- Tenants are responsible for their own content insurance.
- Annual Property Inspection.
- Preventative Maintenance,
- Minor Repairs & Maintenance.

Services include, but are not limited to:

- Repair of appliances (washer, dryer, fridge & stove).
- Repair & Yearly Services to hot water tanks, furnaces, and wood stoves.
- Repair of doors, windows, eave strophes, roofs, stairs and railings.
- Re-key home.
- Kitchen taps & counters/cupboards, bathroom taps & counters/cupboards, toilet, bathtub and shower.
- Cleaning Air Ducts
- Caulking and Weather Stripping.
- Minor Plumbing Repairs (if repairs are too extensive and will not fit in budget the Housing Department will submit an application for Renovations to be repaired)
- Minor Electrical Repairs (if repairs are too extensive and will not fit in budget the Housing Department will submit an application for Renovations to be repaired)

Procedure

Housing Department

4. Complete a EBMP Application (Schedule 48) with each Elder living On Reserve.
5. Review to ensure that all criteria and requirements are met.
6. Enroll Successful Applicant to Schedule 49 (EBMP Register Form)
7. Complete Elders Band Maintenance Agreement (Schedule 35) with tenant ensure all pages are read and initialed by tenant and that the agreement copies are signed and dated.
8. Make Copies of the Agreement for Tenant, Finance, Social Development if necessary and provide to appropriate persons.

Tenant

4. When Requesting Repairs under the Elders Band Maintenance Program you must do so in writing. Complete Repairs Maintenance Request (Schedule 25). Submit to the Housing Department.
5. Inform the Housing Department of any additional tenants in the home as we may be able to share costs for the Band Maintenance Program.
6. Inform the Housing Department of any renovations that you may be performing to the house prior to construction.

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

6.5 RENT COLLECTION

This Rent Collections Process for the purpose of collecting monthly rents for the Bands CMHC Social Housing Units and Band Maintenance Program and Band Maintenance Rental Units.

The Housing Department will track all rental charges and rental payments for On reserve Housing Programs on a monthly basis.

Process

1. The Housing Department will complete a **Rental Distribution Sheet** that reflects rental charges for each individual tenure using the Rent Calculation Forms for: CMHC/ Band Rental/ Band Maintenance.
2. Copies of the **Rental Distribution Sheet** will be given to Finance Department so they can ensure the proper amounts are reflecting on the Financial Statements, to the Social Development Department so they know what Shelter costs to pay from their Department and for which client and one to the Reception so that they know which department to log the payments in.
3. On the first day of the month the Housing Department will complete a **Rental Tracking Sheet** using template for each individual tenure. Making sure the rental charges are the same as on the **Rental Distribution Sheet**.
 - All payments are to be logged the **Rental Tacking Sheet** with date payment made, the payment and how much is left owing.
 - This will be done very 7th 14th and 21st of the month to determine whether the tenant is to be issued a notice for non payment of rent.
4. On the last day of the month ensure all payments have been inputted into the **Rental Tracking Sheet** double check for accuracy and sign off on completed document, keep for rent collection files.
5. Enter all monthly rental payments into the **Annual Rent Tracking Sheet** for each individual tenure.
6. Provide completed **Annual Rental Tracking Sheets** to Housing Manager to cross reference with the WLIB Housing Policies for steps to be taken next ei Notice to pay or Eviction Process's.
7. On a Calendar Year basis a Finance Statement should be issued to each tenant showing rents charged and rent payments made and a calendar year end balance for their records. Copies of this should be kept in their personal housing file.
8. All Notification Letters are to be recorded in the Notice to pay tracking sheet each and every time a Notification Letter is issued.

6.6 VACATING A UNIT

When a tenant is vacating a unit they must complete a move out inspection report with a representative from the housing department. The Department will schedule a Move out inspection on the date the tenancy ends to confirm damage deposits. Tenants who vacate their home are still responsible for their rental fees until the housing department has confirmed the received notice with move out dates.

Giving Notice

The Head of household must be the individual that gives notice to the band. 30 days notice is the minimum notice you may give in order to receive damage deposit back. The Band must receive your notice no later than the day before your rent is due. Your notice must be in writing include your name, address, the date you are moving out and a brief description why you are vacating. Sign and date your letter and submit directly to the housing department.

Taking back your Notice

When the housing department receives notice that you are vacating the house will be lined up with a new tenant, if you are not out on the date you stated on your letter you will be required to pay the next months rent and the band will keep your damage deposit. You may also be responsible for rent until the landlord re-rents or until the Residential Tenancy Agreement's term ends. The band must agree to your stay in writing.

Move out timeline

The tenant must move out by 1:00 PM on the last day of the tenancy. This means the unit must be cleaned and all keys given back to the Band by 1:00 Pm on the last day.

A tenant who has not moved by 1:00 PM on the last day of the tenancy could be responsible for any costs incurred by the band. These costs could include fees the band paid to accommodate the incoming tenants and storage fees until they move in.

Procedure

Upon vacating a unit the following is the responsibility of the tenant.

1. All keys must be returned, if they are not you will be charged for a rekey of home.
2. Any damages be repaired or missing parts to the interior or exterior of home replaced,
3. Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning;

Clean shall mean:

- a) Refrigerator cleaned of all foods and stains and defrosted. All damage repaired to racks, etc. No surface may be scraped during defrosting. No debris under or behind the refrigerator.

6.6 VACATING A UNIT continued

- b) Range/Oven cleaned, free of any grease inside and out, free of all debris, glass clean, no debris under or behind range. All fuses for range in working order.
- c) If you have painted during your tenancy return to move in colors or provide white paint to Housing Department.
- d) Washer and dryer cleaned inside and out. No debris under or behind washer and dryer.
- e) All electric light bulbs functioning and in place. All fixtures whole and undamaged.
- f) Windows cleaned and sills clear of any mould and moisture.
- g) Garbage removal (interior and exterior)
- h) Rugs shampooed and vacuumed.
- i) Floors to be cleaned and washed.
- j) Walls to be cleaned and washed.
- k) Yard clean (old vehicle removal)
- l) Holes repaired

6.7 SOCIAL ASSISTANCE CLIENTS IN SUBSIDIZED UNIT

HOUSING POLICY CHAPTER 6:
INDIVIDUAL BAND POLICY

Prior to Completing the application for Social Assistance the Applicant must follow these steps. All Social Assistance Applicants must be living on reserve and provide documentation therefore the following policy is set in place to ensure proper procedures are being followed and all criteria is being met for both Social Development and Housing Departments.

Policy

All Clients will follow the Low End Market rates set by the band every year, which also includes a **Monthly Heating/Utilities Allowance Schedule**. Shelter costs will be covered before Fuel and Phone. Clients must enroll under an equal payment plan for all utilities. Any Additional costs will come out of the Basic Allowance. It is the responsibility of the tenant to monitor usage.

All Clients are required to sign Schedule 39 "**Disclosure of Personal/Financial Information**". As the Social Assistance Department must disclose information about Social Assistance Tenants that is necessary for housing to make decisions. All Tenants must be willing or may be required to Flex House which means move to a less expensive unit or bring in a paying roommate. All Clients are subject to damage deposits for housing and billing.

Procedure

1. Client must complete a (Schedule 48) **Shelter Schedule for Social Assistance Clients** from Social Development Department, in order to determine rent amount.
2. Client and Housing Department will complete a new **Residential Tenancy Agreement** or an **Additional Tenancy Agreement** this to be signed by both additional tenant and the occupant.
3. Client and Housing Department will complete a new (Schedule 43) **Rent Calculation Agreement** with all occupants of unit's income to ensure accurate rates are set.
4. Client will sign a Schedule 39 "**Disclosure of Personal/Financial Information**."
5. Clients will be required to complete a Schedule 36 "**Utilities Agreement**"
6. Clients will be required to set up Equal Payment plans for BC Hydro and Terasen Gas. Social Assistance will pay Monthly Utility Allowance every month to cover year end overages. Bills are to be submitted to SA department on or before the 15th of every month.
7. Client is now ready for occupancy; Next Stage is to report to Social Assistance Department to set up payments.

Note: PWD and PPMB clients are to have bills mailed directly to the Social Development Department

CHAPTER SEVEN

Policies in Progress

7.1 PERMITS

Permit systems for individual new homes.

Procedure

Permits to build are useful but take some work to implement. To get a building permit, the prospective builder would need to follow certain criteria, such as:

- mobile homes must be CSA approved
- size of house on lot
- distance from property line
- approved wells.
- hook up to services (no unapproved septic fields) and

Next steps

The Band will continue to study the pros and cons of establishing a permit process and will consult with the NSTQ Housing Alliance Committee on an ongoing basis.

7.2 SWEAT EQUITY

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

Procedure

1. All homeowners are required to make a sweat equity contribution to their renovation or construction;
2. All homeowners or tenants are required to sign a sweat equity contract stating the time and type of work they will contribute;
3. Housing and construction staff will manage the sweat equity contract.
4. If the homeowner is unable to make a contribution, he or she must get the sweat equity waived by the Housing Department;
5. If the sweat equity contribution is not honored the construction may be stopped; or the cost will or may be charged to the homeowner as an over-cost.

Policy

Rental homes or homes insured by the Band with businesses.

Procedures

- Not sure what this one should look like but it's important because subsidized homes that are insured by the band will be in trouble with insurance if there is a fire in the business area—the band might be out of a house. Yvonne has looked into the insurance implications. The policy must reflect the outcome of her inquiry.

Policy

Burials in the yard of subsidized homes: Tenants may not bury their Family Members in the yard around a band rental house.

Procedure

- Not sure what this will look like
- If a Tenant buries someone in the yard it is a claim not only to the house but to the yard
- This may need to be a Band bylaw.

Policy

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

Procedure

- Not sure what this could look like—the building code part is easy but we need development people to create some system where the private builder and band builder takes out a permit that states the requirements for building—for instance—they can't build 4 stories or 10 bedrooms or a swimming pool unless they have permission and the appropriate engineering and community planning etc
- You can work with your local municipality to see what their building permits include
- Campbell River Band uses the Campbell River municipality's permit system

Policy

Mobile homes must follow standard codes for their installation

Procedure

- The Band needs to develop or adopt a standard code (BC building code)
- Land improvement done for the purpose of installing a mobile home on a band lot will be owned by the band should the mobile home be removed and the lot returned to the band
- For instance drainage, driveways etc will not be reimbursed to the original mobile homeowner

Policy

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

Procedure

- After it has been empty for 1 year?? 6 months??
- If the homeowner does not comply with the Band order the Band may demolish the house and charge the homeowner the full cost of demolition and administration;
- You need to decide if this is the case only if the house is a risk to the community??
- While a privately owned home is abandoned the homeowner is completely responsible for any liability issues that may arise. The Band is not in any way responsible for that house or its contents or what goes on in the abandoned house;
- You need to define what you mean by abandonment.

Policy

Applications from people on neighbouring bands

- Do you want to add to the current application process that an applicant is not eligible if he/she owes money to any of the 4 Shuswap Bands or has a history of vandalism in any of the 4 bands?