



TK'EMLÚPS TE SECWÉPEḾC ON RESERVE HOUSING POLICY

DRAFT

First Reading: November 14th, 2019

Second Reading: June 1st, 2020

Third and Final Reading: October 5, 2020

Approved by Council on October 13, 2020

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PREAMBLE

WHEREAS Section 35 of the Constitution Act, 1982 recognizes and affirms the existing aboriginal rights of the aboriginal peoples of Canada;

AND WHEREAS The right to govern is a section 35 right;

AND WHEREAS The Chief and Council acknowledge that housing policies must be in place as an effective administration tool to achieve a sound government with a good organizational structure for surrounding employees to enable them to provide a service-oriented environment for its partners, membership and governance for TteS.

AND WHEREAS The Chief and Council will nurture the growth, independence, empowerment and wellbeing of our Secwépemc culture and way of life through the delivery of quality programs and services for our members.

AND WHEREAS The Chief and Council value:

- Honesty and integrity - The Chief and Council place integrity and honesty above all else.
- Fairness and equity - The Chief and Council believe in treating employees fairly, with mutual respect and equality.
- Driving results forward – The Chief and Council support employee training and development to achieve continuous improvement in business performance;
- Trust - The Chief and Council shall keep faith with the trust of the TteS membership and the general public through efficient and cost-effective stewardship of resources; and,
- Reputation - The Chief and Council believe in sustaining the highest-quality reputation for its organization, employees and members.

NOW THEREFORE the Council of the Tk'emlúps te Secwépemc (Kamloops Indian Band) hereby enacts the following TteS On Reserve Housing Policy.

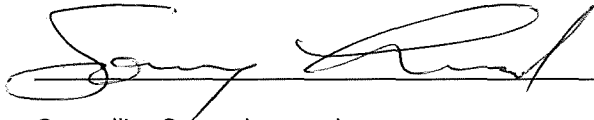
Adopted on the 13th day of October 2020



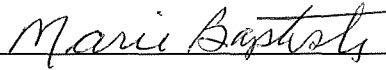
Chief Rosanne Casimir



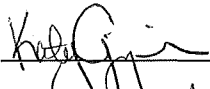
Councillor Jeanette Jules



Councillor Sonny Leonard



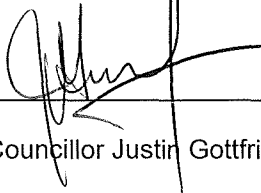
Councillor Marie Baptiste



Councillor Katy Gottfriedson



Councillor Thomas Blank



Councillor Justin Gottfriedson

SECTION 1.0

OVERVIEW

1.0 SECTION ONE – OVERVIEW

1.1 Mission Statement

1.1.1 TteS is committed to maximizing safe, affordable, quality homes to TteS Members. The purpose of the TteS Housing Department is to create a self-sustaining housing program that allows for TteS to build, buy, rent and repair homes according to community needs and priorities. TteS is committed to addressing the social determinates as they relate to housing. Members can access housing related essentials through various financing programs, rental accommodations and construction advisory services. TteS will encourage Members towards independent building, maintenance and homeownership.

1.2 Purpose

1.2.1 TteS has developed this Policy for the betterment of our community. Having a structured housing policy will provide a framework for the staff of the Housing Department and the Council, so that together the housing program can be delivered in a manner that is unbiased, transparent and feasible.

1.3 Acknowledgement

1.3.1 To move forward we must acknowledge past efforts in managing our growing housing assets and the need for positive change. The Housing Department, Finance Department, and Council have made every effort to provide a sound strategy to improve services and reduce arrears and deficits.

1.4 Goals

1.4.1 TteS aims to fulfill the following housing goals for its members:

- (a) to maximize and support access to safe, affordable and energy efficient housing that meets applicable building code standards;
- (b) to provide appropriate and accessible housing for Elders and Members with disabilities;
- (c) to develop and administer a maintenance program to support health and safety standards;
- (d) to extend the useful life of the existing TteS Administered Homes in alignment with available funding;
- (e) to promote homeownership by providing eligible Members with access to affordable and competitive mortgages;
- (f) to promote and support a mutually respectful environment between the housing department and the TteS community and operate a safe work environment with zero tolerance of bullying and verbal abuse; and
- (g) to work toward achieving these goals while being FAL compliant, including working within approved budgets and zero tolerance for arrears.

1.5 Authority and Application

- 1.5.1 This Policy is made under the delegated authority of the Council on behalf of TteS. Council and Housing Staff will abide by this Policy.
- 1.5.2 When a Member receives a delegation with Council, Council will confer with the Housing Manager to make an informed decision that is in compliance with FAL and this Policy.
- 1.5.3 This Policy applies to all houses (as they are identified in this Policy) on TteS Land and to all housing services provided by the Housing Department.
- 1.5.4 All Housing Department procedures will conform to this Policy.

1.6 Chief and Council Resolutions

- 1.6.1 Council met on December 17, 2013 and passed several Band Council Resolutions (BCRs) outlining the Housing Department's current mandate, which includes setting guidelines for an efficient and effective housing system that complies with the Financial Administrative Law (FAL), and promoting consistency, fairness, accountability and responsibility in all housing practices and decisions. The directives set out in these BCRs are incorporated into this Policy.

1.7 Ethics & Accountability

- 1.7.1 The Housing Department is in a position of trust by the TteS and is responsible to advise and administer the housing programs with integrity, transparency and honesty. They are to avoid conflicts of interest, real or perceived. All decisions must be made in fairness and equity for all Members. All Council and Housing Staff must adhere to the following code of ethics:
 - (a) be honest, open, fair and respectful;
 - (b) act in the best interests of TteS and Members;
 - (c) exercise care and diligence in all matters;
 - (d) keep updated on relevant policies and procedures from TteS, ISC, CMHC, BC Housing, ISC, and any other relevant guidelines or policies;
 - (e) adhere to the oath of confidentiality in effectively managing this program;
 - (f) ensure this Policy is made public and posted on TteS's website; and
 - (g) ensure the Housing Department Procedure Manual aligns with this Policy.

1.8 Conflict of Interest

- 1.8.1 A Conflict of Interest would prejudice an individual's ability to perform his or her duties and responsibilities objectively. A conflict of interest is a situation in which the interests (i.e. personal, familial, professional) of an Housing Department staff employee or designated affiliate involved in decision making, evaluating, ranking or assessing process have real or perceived impact, either positive or negative, on the results of the evaluation, ranking or assessing process or related work. Conflict of Interest depends on the situation, not the character or actions of the individual.

- 1.8.2 The Housing Department Staff, Council, and designated affiliates are expected to conduct themselves with the highest of ethical standards and in a manner that will bear the closest scrutiny; therefore individuals cannot be involved in a real or perceived conflict of interest.

1.9 Glossary of Terms

“Affordability Analysis” means a process during the rental application stage in which an *Applicants* income is analyzed to ensure that the *Applicant* is able to afford the ongoing costs of rent and utilities for the *Rental Unit*.

“Applicant” – means a *Member* who has a valid rental application on file with the *Housing Department* and is currently on a *Waiting List*.

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

“Arrears Agreement” means an agreement between a Tenant and TteS for the repayment of Arrears over time and setting out the amounts and due dates for Arrears payments as described in this Policy.

“Bankruptcy” “Bankruptcy” means the state of being bankrupt or the fact of becoming bankrupt as defined in the Bankruptcy and Insolvency Act as it may be amended from time to time.

“BCR” is a Band Council Resolution from Council, passed in a duly convened Council meeting.

“Borrower” means a Member who has a Certificate of Possession or right of possession to a home or residential property on TteS Land, the legal right of possession to which has been pledged to TteS as security for a TteS loan guarantee under the Market Based Housing Program, the Section 10 Ministerial Loan Guarantee Program, and/ or through a Security and Indemnity Agreement.

“CMHC” means the Canada Mortgage and Housing Corporation, a federal Crown corporation incorporated under the Canada Mortgage and Housing Corporation Act, R.S.C., 1985, c. C-7, that is accountable to Parliament through the Minister for Canada Mortgage and Housing Corporation and governed by a Board of Directors;

“Conflict of Interest” means a situation in which a person is able to derive personal benefit from actions or decisions made in their official capacity. A conflict of interest situation occurs when an immediate family member is involved.

“Council” means the duly elected Chief and Council of TteS.

“CP” means a Certificate of Possession or individual right of legal possession to TteS Land allotted in accordance with Section 20 of the Indian Act.

“Default” means a failure by a Borrower or a Tenant to make payment(s) owed to TteS and/or a financial institution that entitles TteS and/or the financial institution to commence eviction and/or foreclosure proceedings as a result.

“Elder” means a Member who is 60 years of age or older.

“Elder Unit” means the rental units at Tyee Park owned by TteS that are designated for Members who are over 60 years of age who can demonstrate that they can live independently and without assistance.

“Elder Rent” is a set rental rate for Elders within TteS. The rate is reviewed and set annually by Council based on budget availability.

“Emergency Repairs” means repairs needed by a Homeowner that if not fixed immediately could pose a substantial health and safety risk to the occupants of the home.

“FAL” means the TteS Financial Administration Law.

“GBM” means general band meeting and refers to a dually convened meeting of the TteS membership.

“Guest” means a person who has been permitted to enter on to the Tenant’s premises either by express or implied consent.

“Health and Safety” means the minimum level of repair a TteS Administered Home should be at to ensure a safe and livable condition.

“Historical Arrears” means outstanding Arrears for a period of 3 years or more.

“Homeowner” means a Member to whom possession of a home or residential property on TteS Land, has been allotted by Council in accordance with Section 20 of the Indian Act, as amended.

“Household Composition” means the number of people in a household, their ages, genders and relationships. It is required information on the Housing Application for the purpose of ensuring that housing allocations are suitable according to the NOS.

“Housing Application” means a completed application for a TteS Administered Home.

“Housing Committee” means the independent committee established by the Terms of Reference approved by Council.

“Housing Department” means the Housing Manager and staff who are responsible for administering all TteS on-reserve housing programs.

“Housing Manager” means the TteS employee holding that job title and who is responsible for managing the day to day operations of the Housing Department and TteS housing programs.

“Immediate Family” means a person’s Spouse, children, adopted children, parents, grandparents, grandchildren, siblings and adopted siblings. This includes the Spouse’s children, adopted children, parents, grandparents, grandchildren, siblings, and adopted siblings as well.

“ISC” means Indigenous Services Canada, formerly known as Indian and Northern Affairs Canada.

“Member” means a member of TteS (688) whose name appears on Membership list in accordance with TteS’s membership code.

“Mischief or Public Disturbance” means the use of property or course of conduct that interferes with the legal rights of others by causing damage, annoyance, nuisance, or inconvenience. This includes such disturbances as fighting, loud music regardless of type, and or any mischief arising after 11 pm.

“Mortgage” means a loan in which property or real estate, including but not limited to a CP or other legal right of possession, is used as collateral. The borrower enters into an agreement with

the lender wherein the borrower receives cash upfront then makes payments over a set time span until borrower pays back the lender in full.

“Mortgagee” means financial institution lending mortgage funds to a Borrower.

“Non-member” means a person who is not a registered Member on TteS’s Membership list.

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

“Occupant” means a person that is registered by a Tenant with the Housing Department as a resident of a *Rental Unit* and is subject to rules governing the tenancy agreement.

“Over-Housed” means a Tenant of a TteS Administered home who occupies a unit that is too large for the Tenant’s registered household composition in accordance with NOS.

“Pet Policy Addendum” means an addendum to a Tenancy Agreement identifying any pet, that the Tenant is permitted to keep at the TteS Administered Home and outlining all the responsibilities and obligations of the Tenant in relation to the pet.

“Policy” means this TteS Housing Policy, unless otherwise specified.

“Privately Owned Home” means a house or other residential property on TteS Land to which an individual Member has a right of possession under section 20 of the *Indian Act*.

“Proof of Income” means documentation to verify the annual income of a person and/or household and can include T-4’s, Revenue Canada Notice of Assessment (T451) or other such documented proof of income as required by the Housing Department or a financial institution.

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

“Rental Agreement” means a written agreement between TteS and a Tenant, that confers on the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent and/or Utilities and includes any renewal of a Rental Agreement.

“Rental Unit” means a TteS-Administered Home that is occupied by a Tenant under the terms of a Rental Agreement.

“Rent-to-Own Agreement” means a written agreement between TteS and a Tenant, that confers on the Tenant a right to occupy a Rent-to-Own Home and the option to purchase the home upon discharge of the Mortgage in exchange for the payment of Rent, which is used to pay the Mortgage.

“Rent-to-Own Home” means a TteS Administered Home that is financed through the Section 95 Program of the CMHC and occupied, or is available to be occupied, by a Tenant in accordance with a Rent-to-Own Agreement.

“Shelter Assistance Rate” is a rate equal to the maximum shelter component of Income Assistance.

“Spouse” means a person who:

- (a) is married to another person, whether by a customary Aboriginal, religious, civil or other ceremony, or;
- (b) is currently living with another person in a marriage-like relationship for a continuous period of at least one year.

“Tenant” means a Member who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to TteS in return for the right to occupy a TteS Administered Home.

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

“Traditional Knowledge Keepers” means a person who provides a cultural role and is held in high regard as a knowledge keeper. A Traditional Knowledge Keeper may also be known as a wisdom keeper. They hold our language, traditions, customs, laws, and spirituality that have been handed down since time immemorial as recognized by the TteS community.

“TteS” means Tkemlúps te Secwépemc and all affiliated entities, a “band” within the meaning of the Indian Act, formerly known as the Kamloops Indian Band.

“TteS Administered Home” means a house, or other residential property owned by TteS and administered by the Housing Department and includes:

- (c) Rental Units;
- (d) Rent-to-Own Homes;

“TteS Ancestral Practices” means Secwépemc traditional and ceremonial practices that are recognized by Traditional Knowledge Keepers. Practices include, but are not limited to; smudging, pipe ceremony, and burning of traditional Secwépemc medicinal plants

“TteS Employees” means a person employed through TteS and or associated affiliates.

“TteS Land” means all lands currently set apart by Canada for the use and benefit of TteS and any future additions to TteS’ reserves.

“Under-Housed” means a Tenant of a TteS Administered home who occupies a unit that is too small for the Tenant’s registered household composition in accordance with NOS.

“Waiting List” means the list of active Housing Applications on file with the Housing Department and includes Rental Unit, Rent-to-Own, and Elder Unit Waiting Lists.

1.10 Revisions to this Housing Policy Manual

- 1.10.1 The Housing Manager shall present proposed policy amendments to Council for approval. Council may consult with the Housing Department or TteS members to discuss the nature of any proposed amendments.
- 1.10.2 Policy amendments approved by Council shall be recorded in the Council meeting minutes and amendments are to be incorporated into this policy. Policy amendments take effect the date they are passed by motion and the decision of Council shall be final.
- 1.10.3 The revised Policy, including the amendments, shall be available to Members at the Housing Department office. Where the Policy amendment is deemed to be a change that impacts the Tenant, they shall be notified of the change through a separate written notice within 30 working

days of Policy approval. Where the Policy amendment relates to a rent increase, the Housing Department shall notify tenants in writing a minimum of 90 days prior to the effective date of the rental increase.

1.10.4 The Housing Department shall note the policy amendment on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until such a time that a new issue of the policy is released which contains all the amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

1.10.5 Policy Amendment List Amendment Number Approval Date

Amendment Number	Approval Date	Description

Section 2.0

General

2.0 SECTION TWO – General

2.1 General Duties and Responsibilities of Tenants

- 2.1.1 All individuals who live in a TteS Administered Home have certain responsibilities which must be adhered to in order for them to continue occupying the home and property. In general, all individuals must comply with TteS laws, bylaws and policies, including the terms of this Policy. In addition, all individuals who have signed a Tenancy Agreement and/or Arrears Agreement with TteS must comply with the terms of that agreement.
- 2.1.2 It is the responsibility of all Members living in a TteS Administered Home to be familiar with and uphold all their responsibilities and obligations as set out in their Tenancy Agreement and this Policy.
- 2.1.3 All individuals who live in a TteS Administered Home are prohibited from smoking or growing cannabis in the units and are prohibited from producing, possessing and using any illegal substance.
- 2.1.4 Smoking tobacco, cannabis, or any illegal drugs in Rental Unit complexes is prohibited. The use of any e-cigarette products is also strictly prohibited in any Rental Unit. The smoking of medicinal cannabis must be outside the unit.
- 2.1.5 TteS Ancestral Practices are permitted on premises.
- 2.1.6 The following is a non-exhaustive list of some of the key responsibilities of Tenants with respect to TteS Administered Homes:
- (a) enter into and sign a Tenancy Agreement at the beginning of any new tenancy, change of income or occupants and prior to moving into a TteS Administered Home and renew agreement annually;
 - (b) attend and participate in the move-in inspection and receive basic home maintenance instruction and checklist prior to moving in;
 - (c) comply with all the terms of the Tenancy Agreement and this Policy, including paying rent on time;
 - (d) ensure that all utilities and other services are paid and in the Tenant's name (or other individual's name if another individual has agreed to be held responsible for the utilities of the Tenant), so as to ensure that utility and other companies do not forward unpaid bill(s) to TteS;
 - (e) maintain the home and property in good, clean and sanitary condition and keep it free of garbage, weeds, pet excrement and debris;
 - (f) not keep abandoned vehicles, vehicles not in working condition or any miscellaneous vehicle parts in yards. All vehicles on the property must be insured to drive and operable. No recreational vehicle, non-permanent structure or temporary shelter is to be occupied or allowed access to property's utilities;
 - (g) immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the home or property that requires repair;

- (h) perform general upkeep, including minor repairs and replacements (i.e. light bulbs, doorknobs, switch covers, furnace filters, fire alarm batteries, etc.) on homes and prevent damage from occurring;
- (i) pay for the cost of repairing any damage to the home or property that is caused deliberately, negligently or by acts or omissions. The Tenant may repair such damage themselves but only if qualified to do so and with the written authorization of the Housing Department;
- (j) obtain authorization from the Housing Department and any required building permits or other permits or licenses required under this Policy and any other TteS policies or laws, before commencing any major repairs, renovations or improvements to the home or property. All work must be in compliance with BC building code and TteS Building Code. Tenants will not be reimbursed for any improvements they have completed at their own expense;
- (k) obtain approval from the Housing Department prior to building a fence or digging in a yard;
- (l) immediately notify the Housing Department when planning to vacate or leave a Rental Unit or Rent-to-Own Home for more than 30 days; and
- (m) respect the rights and privacy of neighbours.

2.1.7 Tenants will not:

- (a) assign or sublet a TteS Administered Home without obtaining approval of the Housing Department by following the procedures set out in this Policy;
- (b) sell, transfer or otherwise dispose of any appliances owned by TteS;
- (c) use the TteS Administered Home, or allow it to be used, for any purpose other than a residential dwelling for the Tenant and Occupants, and/or Guests, unless other arrangements have been made with the Housing Department and confirmed in writing;
- (d) allow Guests to stay in the TteS Administered Home for more than three (3) consecutive weeks or more than 30 days in a calendar year;
- (e) allow more than two Guests to stay in the TteS Administered Home at one time;
- (f) allow any individual who has been banished from TteS lands as evidenced by a BCR to enter a TteS Administered home or property;
- (g) change the locks on a TteS Administered Home.

2.1.8 Additionally, Tenants of Elder Units will:

- (a) In the event a Tenant in an Elder Unit requires medical treatment outside of the community for extended period, the Elder will write a letter informing the Housing Manager. During this period the Housing Department will work with the Elder to ensure that the unit is safe and secure while the Elder is seeking medical treatment.
- (b) Should the Elder no longer be able to live independently or passes away, the unit will return to the rental pool to be reallocated based on eligibility for the unit.

2.2 Inspections

2.2.1 Regular Inspections

- (a) The Housing Department shall inspect each TteS Administered Home at least once annually. The inspection will be carried out to record the condition of the TteS Administered Home. These inspections will identify the need for any preventative maintenance and Health and Safety issues as well as determine any misuse or negligence on the part of the Tenant. The Housing Department will provide one week's notice that the inspection will take place.
- (b) TteS Administered Homes are subject to inspection at any time by the Housing Department in the event that the Housing Department has reasonable grounds for believing that the Tenant(s) are in breach of a term of an Agreement with TteS, including a Tenancy Agreement, or this Policy. In such cases, the Housing Department will provide 24 hours' notice to the Tenant that the inspection will take place.

2.2.2 Move-In Inspection

- (a) A move-in inspection will be completed on the day the Tenant is entitled to take possession of a TteS Administered Home or on another mutually agreed upon day prior to the Tenant taking possession of the TteS Administered Home.
- (b) The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant MUST be present during the inspection.
- (c) The Housing Department representative will complete a condition inspection report that confirms the condition of the home and property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant and must include photos of the current condition of the home and property.

2.2.3 Move-Out Inspection

- (a) A move-out inspection will be completed by the Housing Department and Tenant on or after the day the Tenant ceases to occupy the TteS Administered Home where applicable, or on another mutually agreed upon day that is not more than three (3) days since the Tenant has ceased to occupy the TteS Administered Home.
- (b) The Housing Department will complete a condition inspection report. Both the Housing Department and Tenant must sign the inspection report and the Housing Department must give the Tenant a copy of the report.
- (c) The Housing Department shall have the inspection and complete and sign the condition inspection report without the Tenant if the Tenant fails or refuses to participate in the move-out inspection and more than three (3) days have elapsed since the Tenant has ceased to occupy the TteS Administered Home, or the Tenant has been evicted.
- (d) Any repairs required to the TteS Administered Home resulting from damage by the Tenant or his/her guests shall be confirmed in writing to the Tenant and cost recovery will be pursued by the Housing Department. Tenants will not be billed for regular wear and tear. Photos to be included.

2.2.4 Emergency Inspection

- (a) The Housing Department may enter and inspect a TteS Administered Home without notice to the Tenant if there is an emergency or reasonable cause to believe entry is necessary to protect life, property and/or to mitigate potential liabilities.

2.3 Fires

- 2.3.1 In the event of any fire at, near, or inside a Ttes Administered Home, the Housing Department will:
 - (a) report to authorities, RCMP, fire department and emergency response teams, as required; and
 - (b) request an official fire report from Kamloops Fire and Rescue or the attending Fire Department.
- 2.3.2 A Tenant of a TteS Administered Home that has been destroyed by a fire deemed accidental by the fire inspector may be required to re-apply for new housing, and that Tenant's Housing Application will be given priority on the Waiting List.
- 2.3.3 If, in the opinion of the fire inspector or the attending fire department, the fire was caused by the negligence or willful conduct of the Tenant, Occupants or Guests, the Tenant will be deemed to have been evicted. The costs of repairs or replacement will be charged to the Tenant.
- 2.3.4 TteS is not responsible for insuring the personal property of Tenants and will not be responsible for the personal property of Tenants that is destroyed by fire.

2.4 Subleases of Rental Units

- 2.4.1 A Tenant has no authority to permit other persons to move into the TteS Administered Home to sublet or assign the unit to another person.
- 2.4.2 A Tenant is in breach of the Tenancy Agreement and this Policy if they sublet or assign the Rental Unit.
- 2.4.3 Subletting a TteS Administered Home will be considered and approved by the Housing Department only for special and extraordinary circumstances and will be reviewed on a case by case basis. Any approval to sublet will be provided to the Tenant in writing.

2.5 Death of a Tenant

Tenants of Rental Units

- 2.5.1 A Tenant of a Rental Unit does not own the unit and cannot bequeath it to anyone upon his/her death.
- 2.5.2 A deceased Rental Unit Tenant's estate shall be responsible for any unpaid Rent or Arrears, and the Rent for the month in which the Tenant died. If the deceased Tenant's estate is insufficient to cover the full amount of the outstanding debt, there shall be no residual obligation.
- 2.5.3 In the event of a Rental Unit Tenant's death, the Housing Department can assign the Rental Agreement to the deceased's next of kin, provided the next of kin is a Member and currently

residing at the Rental Unit and it is confirmed that the Tenant meets the eligibility requirements to enter into a Rental Agreement.

2.5.4 The following next of kin take priority in the order listed:

- (a) Spouse of the deceased Tenant;
- (b) children and adopted children of the deceased Tenant;
- (c) parents of the deceased Tenant;
- (d) siblings and adopted siblings of the deceased Tenant;
- (e) Grandparents or grandchildren.

2.5.5 If the next of kin who takes priority in accordance with clause 2.5.4 is a Spouse who is not a Member, but where his or her child (or children) is a Member, the Non-member Spouse may apply to become a Tenant of the Rental Unit on behalf of the Member child (or children). At any time if the child(children) ceases to live with the Non-member, the Non-member must vacate the Rental Unit within thirty (30) days.

2.5.6 Prior to the next of kin occupying the Unit, the Housing Department must approve the next of kin as a Tenant. Upon approval, the next of kin shall become the Tenant of the Unit and shall enter into a new Rental Agreement.

2.5.7 If no next of kin wishes to rent the Rental Unit, the Rental Unit shall be re-allocated in accordance with this Policy.

2.5.8 If the deceased Tenant has no eligible next of kin, as set out in the priority list above, the Housing Department will wait thirty (30) days before consulting with family members regarding any personal belongings left in the Rental Unit by the deceased Tenant. After the thirty (30) day period, the family, friends or executor(rix) or administrator will be required to make the necessary arrangements to have access to the Rental Unit to remove all personal belongings within another ten (10) days. After this period of time, the TteS Housing Department will make arrangements for the remaining personal belongings to be removed.

Tenants of Rent-to-Own Homes

2.5.9 If a Tenant of a Rent-to-Own Home dies during the term of the tenancy and before the Mortgage has been discharged and if there are no Arrears and the deceased Tenant has assigned a beneficiary in the Rent-to-Own Agreement, the beneficiary may apply to the Housing Department to acquire the house. The Beneficiary must meet the eligibility criteria for a Tenant of a Rent-to-Own Home as defined in this Policy and enter into a Rent-to-Own Agreement.

2.5.10 If Tenant of a Rent-to-Own Home dies intestate (without an assigned Beneficiary or a will), Council may assign the Rent-to-Own Agreement to the deceased's next of kin in accordance with the priority rules set out above in respect of Rental Units, provided that the next of kin is a Member and meets the eligibility requirements to enter into a Rent-to-Own Agreement as set out in this Policy.

2.5.11 If a deceased Tenant's beneficiary or next of kin is unwilling or ineligible to assume the responsibilities of the Rent-to-Own Agreement, the Rent-to-Own Home shall be re-allocated in accordance with this Policy and the Waiting List.

- 2.5.12 If a Tenant of a Rent-to-Own Home dies after the mortgage has been discharged, but before exercising the option to purchase, and there are no Arrears or other debts attached to the Rent-to-Own Home, or the Tenant's estate is sufficient upon liquidation to satisfy such debts, Council may transfer the CP for the Rent-to-Own Home to the beneficiary named in the deceased Tenant's will, or if there is no will, to the deceased Tenant's next of kin in accordance with the priority rules set out in Section 48 of the Indian Act.

2.6 Marital Breakdown

- 2.6.1 If there is a marital breakdown in the context of a Tenancy Agreement, the determination of which party will retain possession of the TteS Administered Home will be made in accordance with this Policy and with the *Tk'emlúps Matrimonial Real Property Law* (July 30, 2015)

2.7 Elder Units

- 2.7.1 Elder Units are available on a limited basis to TteS Members who are over the age of 60 years old and who can demonstrate to TteS that they can live independently. TteS reserves the right to deny Elder Units to TteS Members who TteS decides, in its sole discretion, cannot live independently.
- 2.7.2 A member can apply for an Elder Unit by submitting a Housing Application to the Housing Department. The application must specify that it is for an Elder Unit.
- 2.7.3 Elder Units are assigned in accordance with the Tenant selection criteria for Rental Units outlined in this Policy.

2.8 Insurance

- 2.8.1 TteS will provide basic property insurance coverage for a Member's TteS Administered Home or privately owned home on TteS Land as part of TteS's group property insurance coverage. Such insurance will include replacement cost (fire, earthquake, flood) subject to any exclusions or limitations listed therein, as amended from time to time. This insurance coverage is limited to the Member's primary residence. Contents are not included within the basic insurance coverage and is the responsibility of the Tenant or Homeowner.
- 2.8.2 TteS will pay all insurance premiums for the group property insurance coverage.
- 2.8.3 For all Privately owned homes, all costs including liabilities, financial responsibilities and deductibles are the responsibility of the Homeowner.
- 2.8.4 Where a member elects to pay for basic property coverage, TteS will reimburse the cost of the insurance up to a maximum rate as approved by Council.
- 2.8.5 For all Rental Units, all costs including liabilities, financial responsibilities and deductibles are the responsibility of the Tenant in cases of negligence and willful damage.
- 2.8.6 Where TteS has provided a mortgage or loan guarantee, the Borrower must provide proof of property insurance on an annual basis, which is reimbursable up to a maximum rate as approved by Council.
- 2.8.7 Members may review the group property insurance policy on request to the Housing Department.

2.9 Tenant Bankruptcy Policy

2.9.1 Current Rental Tenant

- (a) If a Tenant declares bankruptcy with arrears owing and the insolvency declaration includes TteS arrears, the Tenant's insolvency notification will be deemed as the Tenant's notice to TteS to terminate Rental Agreement. The Tenant will have 30 days from the date that TteS receives notification of the Tenant's insolvency to vacate the unit. Any willful damage caused by the Tenant will be charged to the Tenant and will remain as an outstanding balance.

2.9.2 Current Rent-to-Own Tenant

- (a) If a Tenant of a Rent-to-Own Home declares bankruptcy with arrears owing and the insolvency declaration includes TteS arrears, the Tenant's insolvency notification will be accepted as the Tenants notice to terminate the Rental Agreement. Further, the Tenant will forfeit the house and lands, and all claims to it. The Tenant will have 30 days from the date that TteS receives notification to vacate the unit. Any willful damage caused by the Tenant will be charged to the Tenant and will remain as an outstanding balance.

2.9.3 TteS Housing Arrears

- (a) If TteS receives a notice of insolvency from a TteS Member with housing arrears, the outstanding arrears will be discharged. However, the TteS Member will be unable to receive or be eligible for the following for a period of seven years:

- i TteS Rental units;
- ii TteS Annual Homeowner or Elder Housing Allotment;
- iii TteS New Construction infrastructure grant;
- iv CMHC or ISC grants applied for on behalf of the Tenant by TteS;
- v TteS secured mortgage guarantee.

- (b) Further, the TteS member will not be eligible to apply for TteS rental units or be on the Housing waitlist until a full seven years has passed from bankruptcy.

2.10 Pet Policy

2.10.1 No pets are allowed in Rental Units, which includes any yards, driveways, parking spaces or any outdoor space associated with TteS Administered Homes, with the exception of a required service animal. Tenants must provide documentation to the Housing Department indicating the requirement of a service animal prior to the service animal being on the premise.

2.10.2 A further one-time exception will be made for all tenants that have pets at the time of this policy being approved. Pets must be registered, and a pet damage deposit paid before or at the time of this policy approval. Tenants will comply with all TteS laws and bylaws in regard to pets.

2.10.3 Tenants keeping a service animal in a Rental Unit are required to sign and comply with a Pet Policy Addendum to the Rental Agreement.

- 2.10.4 Tenants of Rent-to-Own Homes are permitted to have one (1) domestic pet not to exceed 30 pounds.
- 2.10.5 In addition, Tenants of Rent-to-Own Homes may apply to the Housing Department for an exemption permitting additional domestic pets, or oversize domestic pets.
- 2.10.6 Applications for exemption must include the following information:
- (a) type, breed, age and size of pet;
 - (b) how long the Tenant has had the pet for;
 - (c) references for the pet from a previous landlord, or from a veterinarian;
 - (d) evidence that the pet has been vaccinated and regularly treated for fleas and worms;
 - (e) evidence that the pet has been spayed or neutered;
 - (f) evidence that the pet has been licensed in compliance with the TteS Animal Control Bylaw; and
 - (g) information about how the pet will be cared for/contained when the Tenant is out of the house.
- 2.10.7 Tenants keeping a pet, or pets, in a Rent-to-Own Home are required to sign and comply with a Pet Policy Addendum to the Rent-to-Own Agreement.
- 2.10.8 Any Tenant who is in breach of a provision of the Animal Control Bylaw will also be in breach of the Rental Agreement or Rent-to-Own Agreement and of this Policy, and TteS may take disciplinary steps in accordance with this policy.

2.11 Dispute Resolution

- 2.11.1 The Housing Department encourages Members to bring any issues or disputes with other Tenants directly to the Tenant before bringing it to the Housing Department. If the Member or Tenant feels unsafe bringing the issue or dispute directly to the Tenant or if the Member has approached the Tenant regarding the issue or dispute, the Member may make a written complaint and bring it to the Housing Department. The complaint must include the complainant's name, address, details of the incident, and names of any witnesses to the incident. Further and prior to speaking with the Tenant with whom the dispute arose, any incidents regarding intimidation, physical or verbal altercations, verbal abuse or threats, or any criminal behavior must be first reported to the RCMP. The identity of the complainant will be kept confidential by the Housing Department. If the complaint is deemed valid and warrants follow-up, the Housing Department will follow departmental procedures to address the complaint.
- 2.11.2 The TteS Housing Department believes in being fair, transparent and equitable, therefore, Members may appeal any decision made by the Department. These processes must be followed in order to appeal a TteS Housing Department decision:
- (a) An appellant must first discuss matters with the Housing Staff. If the appellant is not satisfied, the Tenant may wish to take the matter further;
 - (b) If the issue cannot be resolved with the Housing Staff, the appellant must then discuss matters with the Housing Manager to resolve the issue;

- (c) In matters regarding TteS Housing policy, the appellant must submit a written Letter of Appeal to the Housing Manager within seven working days of the initial communication;
- (d) The Housing Manager will then call a meeting of an Impartial Appeal Committee consisting of one Ttes Department Manager, the Chief Administration Officer, and one TteS Elder (herein referred to as the Committee) to hear the applicant's complaint.
- (e) Those accepting the invitation to sit on the Committee must be provided with a copy of the Housing Policy at least seven days prior to the hearing;
- (f) The Appeal Hearing must have a Chairperson who will ensure the hearing is closed to the public;
- (g) The Housing Manager may appear briefly before the hearing to submit a letter explaining the rationale for the decision, what the Housing Manager has done to support the appellant and any journal entries showing the dates and times of conversations with the appellant;
- (h) The final decision of the Committee shall be in writing and is final and binding on all parties; Please note the following: The appeal process must commence within 30 days of the written appeal; Members to this board must adhere to the Conflict of Interest section as set out in this Policy;

Section 3.0

TteS Administered Homes

3.0 SECTION THREE – TteS Administered Homes

3.1 Introduction

- 3.1.1 The Rental Units were built for Members in order to maximize safe low-income shelter. The sustainability of the investment TteS has made is dependent upon Rent being collected from each Rental Unit in order to repair, maintain and replace items when required. The Rent also goes towards the development of new housing projects for the membership seeking low-income rental units. It is in the best interest of all Tenants to pay Rent to benefit the community in its on-going efforts to develop new housing opportunities for all.

Rent-to-Own Homes are TteS-Administered Homes with mortgages obtained through the CMHC Section 95 subsidized housing program. The Rent-to-Own Agreement with TteS gives the Tenant the option to buy the unit once the home has been paid for in full in accordance with the terms of the Rent-to-Own Agreement.

Rental Units are communally owned assets of TteS. Therefore, TteS is legally obligated to manage the TteS Administered Homes in a way to maintain the value of the units and ensure that all financial liabilities are paid by the proceeds of rental revenue.

- 3.1.2 In accordance with the wishes of Members expressed through zero-tolerance motions passed at several GBM's, and with the direction of Council, the Housing Department will be effectively applying the collection process to all current Arrears and Historical Arrears.

3.2 TteS Application and Selection Process

3.2.1 Application Form

- (a) A TteS Housing Application form for TteS Administered Homes must be completed in full and submitted annually to the Housing Department. Each applicant Member shall be solely responsible for updating his/her Housing Application on file with the Housing Department to ensure all information is current.
- (b) The Housing Manager will provide updates on the status of the Waiting List to Council on annual basis.

3.2.2 Eligibility Requirements

To be eligible to apply for a TteS Administered Home, a person must:

- (a) be a Member in good financial standing with TteS, having no Arrears, outstanding Historical Arrears or debt owing to TteS;
- (b) provide Proof of Income enough to meet the Rent and utilities based on an Affordability Analysis. Income can be verified by a Notice of Assessment from the CRA, employment verification of income, contracts if self-employed, employment insurance, disability benefits, pension verification or Income Tax Statements. If applicant is on Income Assistance, a current completed Verification of Income shall be completed by Community Services;
- (c) not have been evicted from any TteS Administered Home within the five (5) years immediately preceding the date of his/her Housing Application; and

- (d) not have declared bankruptcy in the seven years preceding the person's application.

Household Composition

- 3.2.3 If Household Composition changes during the tenancy of a Rental Unit, which produces an Over-housed or Under-housed situation, the Housing Department reserves the right to reallocate the Tenant and Occupants to a Rental Unit meeting NOS.
- 3.2.4 An existing Tenant may apply for a new allocation when the Household Composition has changed such that there is overcrowding, and the allocation is not suitable according to the NOS.

3.3 Selection Criteria for TteS Administered Homes

- 3.3.1 The purpose of the selection criteria is to select applicants based on relative merit and in accordance with the community housing goals and this Policy. A completed Housing Application will include the information needed to score the Housing Application in accordance with the Rental Scoring Guide. The Rental Scoring Guide is used to assess household size, present living conditions, references and financial circumstances, including an affordability analysis. Any Housing Application that is incomplete, not updated or inaccurate will not be considered.
- 3.3.2 Where a rental unit becomes vacant or new rental units become available the Housing Department will notify members of the availability via the TteS website, notices on the TteS community boards, TteS community emails and alerts for a period of two weeks.
- 3.3.3 The Housing Department will score each Housing Application in accordance with the Rental Scoring Guide.
- 3.3.4 In the event that two or more Housing Applications receive the same score, the Housing Application that was submitted first, based on the recorded date received, will have priority.

3.4 Tenancy Agreements

The Tenancy Agreements have been developed to protect the TteS Administered Homes, the Tenant and TteS. The Tenancy Agreements set out the obligations and rights of the Tenant and of TteS as landlord.

3.4.1 Rent-to-Own Agreements

- (a) The Rent-to-Own Agreement for a Rent-to-Own Home sets out that once all the Rent payments have been completed including all arrears, by the Tenant or any sub-Tenants, and any associated costs with the TteS administered homes have been paid and the mortgage is paid out, the Tenant will have the option to purchase the CP to the home in accordance with this Policy and the Rent-to Own Agreement.
- (b) Prior to entering into a Rent-to-Own Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rent-to-Own Agreement, including rules imposed on Tenants, charges payable by Tenants and consequences for breaching the Rent-to-Own Agreement and/or this Policy. The Tenant understands that at this stage, the Tenant will have the opportunity to obtain independent legal advice regarding the agreement, if desired, at the sole cost of the Tenant.
- (c) The Tenant and the Housing Department will sign the Rent-to-Own Agreement prior to the Tenant occupying the Rent-to-Own Home. The original copy of the Rent-to-Own

Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.

- (d) The Rent-to-Own Agreement will be renewed each year in accordance with its terms to reflect any policy updates, list Tenants, contact information or Rent changes. If the Rent-to-Own Agreement is not renewed in accordance with its terms, the Rent-to-Own Agreement will remain in effect as a month to month tenancy on the same terms until such time as it is terminated by either party.
- (e) During the term of the tenancy, and before the mortgage has been discharged, a Tenant of a Rent-to-Own Home may apply to assign the Rent-to-Own Agreement to a member of the Tenant's Immediate Family. The assignee must complete a Housing Application and meet all eligibility requirements for a Tenant of a Rent-to-Own Home and agree to assume all arrears and any associated costs with the TteS Administered Home. The Housing Department will score the Housing Application and forward it to Council with recommendations and Council may re-allocate the Rent-to-Own Home to the assignee.

3.4.2 Rental Agreements

- (a) Prior to entering into a Rental Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rental Agreement, including rules and obligations imposed on the Tenant, charges payable by the Tenant and consequences for breaching Rental Agreement and/or this Policy. The Tenant understands that at this stage, the Tenant will have the opportunity to obtain independent legal advice regarding the agreement, if desired, at the sole cost of the Tenant.
- (b) The Tenant and the Housing Department will sign the Rental Agreement prior to the Tenant occupying the Rental Unit. The original copy of the Rental Agreement will be kept by the Housing Department, and a copy will be provided to the Tenant.
- (c) Tenant Information is to be updated to reflect any changes, as changes occur, that could impact this agreement including but not limited to occupant list, contact information, or income. The Rental Agreement is to be renewed annually and if the Rental Agreement is not renewed in accordance with its terms, the Rental Agreement will remain in effect as a month to month tenancy on the same terms until such time as it is terminated by either party.

3.5 Payment of Rent

- 3.5.1 All Tenants are expected to pay Rent. Rental payments contribute toward the cost of housing and are used to protect the community's investment in its housing assets and to maximize housing resources.
- 3.5.2 Rent is due on the on the 1st of the month. The preferred method of payment is by direct deposit, payroll deduction or Electronic Funds Transfer (EFT). Payment by certified cheque, Interac or cash must be made at the TteS Finance Office.
- 3.5.3 Tenants who are TteS employees, who are contractors doing work for TteS, or who are otherwise on the TteS payroll, may sign a Consent to Wage Reduction to have their Rent deducted from their paycheque and/or contract cheque.
- 3.5.4 The Community Services Department shall make Rent and utility payments on behalf of Tenants and occupants who receive income assistance. Income assistance recipients are responsible for

making arrangements with the Community Services Department to ensure that Rent and utility payments are made on behalf of the Tenant and/or occupant.

3.6 Rental Rates

3.6.1 Rent-to-Own Homes

- (a) CMHC Homes; Rents for Rent-to-Own Homes not in a paid out phase are calculated using the rental formula from the CMHC Operating Agreement and are based on rental rates geared to income or a flat rate for tenants and occupants receiving income assistance and Elders.
- (b) In the event the Tenant in a Rent-to-Own Home, in a paid-out phase and is on Income Assistance, the Arrears will be rolled over and reclassified as an extended mortgage with set payment amounts and length of term.

3.6.2 Rental Units.

- (a) Rents for Rental Units are calculated using the rental formula from the CMHC Operating Agreement and are based on rental rates geared to income or a flat rate based on family size for tenants and occupants receiving Income Assistance and Elders.
- (b) Tenants who wish not to disclose income or fail to complete an annual verification of income form will automatically have rental rate set at Low End Market Rent (LEM).

3.6.3 Elder Units

- (a) Elder Units at Tye Park will be charged an Elder Rent of \$200 per month which covers basic maintenance and repairs. This rate will be reviewed annually and approved annually.

3.6.4 Rents will be reviewed annually and adjusted in accordance with any changes to the CMHC Operating Agreement. As per annual review increases may be adjusted at a rate of 3% per year as approved by Council.

3.6.5 Tenants income must be verified annually. It is the responsibility of the Tenant to respond to the Housing Department's request for information. Failure to supply adequate income information to the Housing Department within the timeframe specified in the request may result in the Tenant being charged the highest level of rent for the unit.

3.7 Rent Arrears and Default Management

3.7.1 Rent is considered in Arrears immediately after one payment has been missed and the procedures in this section will apply and will include all Arrears from the time the Tenant was granted possession of the unit unless rent is being made by payroll deduction or through Community Services.

3.7.2 Upon Rent going into Arrears, the following will occur:

- (a) first notice will be sent to the Tenant fifteen (15) days after the date Rent was due. The notice shall notify the tenant that the account is in arrears and that they must pay the rent arrears in full or meet with Housing Department and enter into a written agreement to repay the arrears over a mutually agreed upon amount of time.

- (b) If no payment has been received, or no Arrears Agreement has been entered into within thirty (30) days after the date Rent was due, a second written notice will be sent to request a meeting between the Tenant and the Housing Department to discuss the situation and to make arrangements for the repayment of Arrears. The notice shall confirm the tenant has fifteen (15) working days to pay the Arrears in full or to meet with Housing Department and enter into a written Arrears Agreement. The notice shall confirm that failing to repay the arrears in full or enter into a repayment agreement shall result in TteS issuing a notice to terminate tenancy (eviction) as a result of the breach of the Tenancy Agreement.
- (c) If no payment has been received or no Arrears Agreement has been entered into within forty-five (45) days after the date the Rent came due, a Final Notice and a Termination of Tenancy and Eviction Notice will be issued giving the Tenant ten (10) days to vacate the unit.

3.7.3 Arrears Agreement

- (a) Tenants or previous Tenants who are TteS employees or contractors doing work for TteS, or who are otherwise on the TteS payroll are required to have their Arrears garnished at a rate of 20% from their pay cheque or payment.
- (b) If the Tenant fails to comply with the Arrears Agreement, TteS shall issue a final notice/10 day notice to terminate tenancy/eviction. The tenant shall not be permitted to enter into an Arrears Agreement and must pay the accumulated arrears in full by cash or bank draft before the expiration of the 10-day notice period.
- (c) A Tenant will be subject to eviction if an Arrears Agreement is not entered into or followed.
- (d) Minimum Arrears payment. An Arrears Agreement cannot be for a period longer than 3 years and the balance must be zero at the end of the 3-year period.
 - \$60 minimum per month for a Tenant with Arrears of equal to or less than \$2,000.
 - \$150 minimum per month for a Tenant with Arrears of between \$2,000.01 and \$5,000.
 - \$250 minimum per month for a Tenant with Arrears greater than \$5,000.01.If the outstanding arrears are greater than what the minimum payment would cover in a three-year period, and the Tenant has made all minimum payments, an additional three-year period will be extended to the Tenant. If during the extension period, the Tenant fails to pay the minimum Arrears repayment amount, the Tenant may be evicted.

3.7.4 A Tenant who is evicted for Arrears will not be eligible to re-apply for housing until five (5) years after the date of eviction, and only if the Arrears are paid in full.

3.7.5 A Tenant with outstanding Arrears will be eligible only for repairs and maintenance related to Health and Safety. Tenants of Rent-to-Own Homes in a paid-out phase that need repairs for Health and Safety reasons will have the amount deducted from replacement reserves or the cost of the repair added to the Arrears if replacement reserves are expended.

3.8 Repeatedly Causing Mischief or Public Disturbance

3.8.1 If a Tenant is causing, or allowing others to cause Mischief or Public Disturbance, the following steps will be taken:

- (a) first written warning, delivered by hand and registered mail (the “First Warning”);
 - (b) second written warning, delivered by hand and registered mail (the “Second Warning”);
and
 - (c) the final written notice will be an eviction notice, delivered by hand and registered mail.
- 3.8.2 After the First Warning or Second Warning, a Tenant will return to good standing with the Housing Department provided the Tenant does not receive additional warnings within one (1) year of the date of the last warning.

3.9 Breach of a Tenancy Agreement and/or the Policy

- 3.9.1 Tenants may face eviction for breaching a term in their Tenancy Agreement and/or a term in this Policy.
- 3.9.2 When a Tenant has breached a term in a Tenancy Agreement and/or a term in this Policy sufficient to warrant eviction, the Housing Department will issue a Notice of Breach and the Tenant will have thirty (30) days to correct the breach. With the exception of the provisions set out in Section 3.9.5.
- 3.9.3 If the breach is not resolved within thirty (30) days of the date the First Notice of Breach was issued, or if a Tenant receives three or more notices for failing to comply with a Tenancy Agreement and/or the Policy within a ninety (90) day period, the Housing Department will issue an Eviction Notice and commence steps to evict the Tenant.
- 3.9.4 With some specific exceptions listed below, eviction is considered to be a last resort where the Tenant has refused or failed to resolve the breach in the Tenancy Agreement and this Policy.
- 3.9.5 Tenants or persons within a TteS Administered Home may be evicted immediately and without notice or counseling for any of the following reasons:
- (a) making false declarations on a Housing Application that results in a housing allocation;
 - (b) trafficking narcotics and/or being convicted of trafficking narcotics, or engaging in any other illegal activities in or from a TteS Administered Home as reported by the RCMP;
 - (c) causing or allowing wilful damage to the TteS Administered Home and/or property within the TteS Administered Home that belongs to TteS; and
 - (d) causing or allowing activities in or from a TteS Administered Home that endangers the health and safety of people in the neighbourhood of the TteS Administered Home.
 - (e) allowing an individual who has been knowingly banished by TteS, as evidenced by a BCR, to enter into their TteS Administered Home.
 - (f) allowing an individual who is knowingly on parole or probation to visit or stay within their TteS Administered Home without prior written consent from Council.

3.10 Eviction

- 3.10.1 TteS reserves the right to evict Tenants, occupants and unauthorized persons from TteS Administered Homes in certain circumstances as outlined in Section 3.10.3.
- 3.10.2 Any person, other than a guest, occupying a TteS Administered Home without the prior written permission of the Housing Department may be evicted immediately and without notice.
- 3.10.3 Tenants of Rent-to-Own Homes may face eviction for:
- (a) breaching a term of a Rent-to-Own Agreement and/or this Policy;
 - (b) repeatedly causing Mischief or Public Disturbance;
 - (c) abandoning a Rent-to-Own Home as defined in 3.11.1; and/or
 - (d) failing to pay Rent or Arrears.
- 3.10.4 If a Tenant is evicted from a Rent-to-Own Home, the Rent-to-Own Agreement is terminated and the Tenant loses the option to purchase the unit at the end of the mortgage.

3.11 Abandoned TteS Administered Home

- 3.11.1 A TteS Administered Home is considered to be abandoned when the following occurs:
- (a) the Tenant fails to occupy the unit for thirty (30) consecutive days without having provided thirty (30) days' written notice to the Housing Department, and/or without the prior written approval of the Housing Department.
- 3.11.2 If a TteS Administered Home is considered to be abandoned, the Housing Department will deliver written notice to the Tenant requiring the Tenant to confirm his/her residency within fifteen (15) days of the date of the notice. If the Tenant fails to confirm his/her residency within the time allotted, the TteS Administered Home will be deemed abandoned and will be re-allocated based on the selection criteria and Waiting List.
- 3.11.3 A Tenant who abandons a TteS Administered Home will be responsible for Rent for the month following the date the TteS Administered Home is deemed abandoned, and for any Arrears and/or damages, all of which will be a debt owed to and recoverable by TteS.
- 3.11.4 If a Tenant leaves personal property in an abandoned TteS Administered Home, the Tenant will have five (5) days from the date the unit is deemed abandoned to obtain permission from the Housing Department to enter the unit and remove the personal property, after which the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department in disposing of the personal property, and these costs will be a debt owed to and recoverable by TteS.
- 3.11.5 Tenants who abandon a Rent-to-Own Home will be considered to have been evicted from the home. The Rent-to-Own Agreement will be terminated, and the Tenant will forfeit the option to purchase the unit.

3.12 Transfer of Rent-to-Own Homes at the end of the Mortgage

- 3.12.1 TteS retains title to all Rent-to-Own Homes until the mortgage and any arrears for the house is paid in full and the Tenant and sub-tenant have fulfilled their financial obligations in accordance with the terms of the Rent-to-Own Agreement. At this time, the Tenant must apply to transfer the CP into the Tenant's name within 30 days.
- 3.12.2 The Housing Department will notify an eligible Tenant in writing when the Finance Department verifies that the mortgage has been discharged and all applicable arrears have been paid in full. The Tenant may then apply to the Lands, Leasing and Taxation Department (LL&T) for a transfer of the CP. The application must include a copy of the Tenant's statement from the Finance Department showing a zero balance and one (1) dollar payment. The LL&T Department will then transfer ownership of the Rent-to-Own Home and the land on which it sits to the Tenant, and the right to legal possession will be allotted to the Tenant by the transfer of the CP to the Tenant.
- 3.12.3 Once ownership of the Rent-to-Own Home and the CP are transferred to a Tenant, the Tenant will become a Homeowner and the home will no longer be a TteS-Administered Home. The Homeowner will assume all the rights and responsibilities of homeownership including maintenance, repairs, insurance and any municipal type services as may be charged by TteS in respect of Privately-Owned Homes.

3.13 Transferring to a Different Rental Unit

3.13.1 Over-Housed Transfers for Rental Units

- (a) Tenants that are Over-Housed will be added to TteS's Housing's internal transfer waiting list with an Over-Housed priority.
- (b) When a Rental Unit becomes available that fits the Tenants Housing Composition within NOS, the Tenant will be contacted by the Housing Department on the transfer.
- (c) If the Tenant refuses a transfer request, the Tenant will not have the annual Rental Agreement renewed and will be required to move out or be evicted at the end of the term of the Rental Agreement as per this Policy.

3.13.2 Under-Housed Transfers for Rental Units

- (a) Tenants that are deemed to be Under-Housed will be added to TteS's Housing's internal transfer waiting list with an Under-Housed priority.
- (b) Tenants that have added Registered Occupants that are non-dependents or non-members will not be considered an Under-Housed priority on the Waiting List.
- (c) When a Rental Unit becomes available that fits the Tenants Housing Composition, the Tenant will be contacted by the Housing Department on the potential transfer.
- (d) Tenants on the Waiting List due to being Under-Housed will be prioritized based on the degree of being Under-Housed.

3.14 Repossession of Rent-To-Own Homes

- 3.14.1 TteS will automatically assume possession over any returned, abandoned or confiscated Rent-to-Own Home and review the highest and best use for the home and land. TteS may allocate that unit to the next eligible applicant on the Waiting List.
- 3.14.2 TteS may offer the new Tenant the opportunity to obtain a CP for the unit as per this Policy.

3.15 Vacating the Unit

- 3.15.1 A Tenant wishing to end the tenancy must notify the Housing Department in writing at least 30 days prior to moving. If a Tenant moves out of a home without giving notice to the Housing Department, the home will be deemed abandoned and will be re-allocated.
- 3.15.2 If the Tenant does not vacate the unit when required to do so under the terms of the Rent-to-Own Agreement, this Policy and/or an Eviction Notice, the Housing Department will obtain the services of a Bailiff and RCMP to assist in removing the Tenant.

3.16 Maintenance

Housing Department Responsibilities

- 3.16.1 As long as a Tenant does not owe any Arrears to TteS, the Housing Department is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the TteS Administered Home. Any willful damage caused by the Tenant, Occupant or Guest of the tenant will be repaired by TteS and the costs of the damage is the responsibility of the Tenant and will be a debt owed to and recoverable by TteS.
- 3.16.2 Major repairs and replacements (subject to availability of funding) are generally defined as including:
- (a) roof repairs;
 - (b) plumbing repairs;
 - (c) hot water tank replacement;
 - (d) heating system repairs;
 - (e) electrical work;
 - (f) major structural work;
 - (g) electrical fixture replacement;
 - (h) repairing or replacing TteS-owned appliances;
 - (i) replacing broken windows; and
 - (j) mold remediation.

- 3.16.3 The Housing Department will keep a record of all major repairs carried out on TteS Administered Homes, including the reason for the repairs, a list of repaired items and the costs of the repairs.

Tenant Responsibilities

- 3.16.4 Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Tenant Agreement. A schedule of specific Tenant responsibilities is included in the Tenancy Agreement.
- 3.16.5 Where damage has been caused or permitted to occur by the willful or negligent conduct of the Tenant, Occupant, or Guest, the Tenant will be solely responsible for all costs associated with repairs to the house and/or replacement of any fixtures and/or appliances. In such a case:
- (a) the Housing Department will provide the Tenant with written notice including an estimate of the costs for the Housing Department to carry out the repair and/or replacement; and
 - (b) the Tenant will have thirty (30) days from the date on the notice to make arrangements with the Housing Department to pay for the repair and/or replacement. Failure to enter into a payment arrangement in accordance with this paragraph within thirty (30) days, or failure to comply with the payment arrangement will result in eviction.
- 3.16.6 Tenants must immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the TteS Administered Home and its equipment.
- 3.16.7 When the Housing Department is to perform maintenance duties, the Tenant must ensure that the area where maintenance is being done is safe and free of clutter, waste or other safety hazards. If the unit is deemed to be unsafe the maintenance will be deferred until the work is safe to perform. The Housing Department will give the Tenant 24 Hours Written Notice to enter the TteS Administered Home to complete regular maintenance or repairs.

Section 4.0

Homeownership

4.0 SECTION FOUR – Homeownership

4.1 Introduction

- 4.1.1 Owning a home means certain financial obligations for maintenance and upkeep, these costs are the sole responsibility of the Homeowner. TteS provides some limited assistance to Homeowners as set out in this section. The Housing Manager will strictly enforce the approved budgets and amounts allotted for each Privately-Owned Home in a fair, transparent and equitable manner.

4.2 Rental of Private Homes

- 4.2.1 A Homeowner of a Privately-Owned Home may rent out a portion or all of the Privately-Owned Home to a Private Tenant as long as the tenancy is in compliance with all TteS bylaws.
- 4.2.2 It is the responsibility of the Homeowner to seek independent legal advice for tenant and rental issues. TteS is not liable for any actions, liabilities, repair, maintenance or damage as a result from any rental of a Privately-Owned home. All insurance is the sole responsibility of the Homeowner and the Private Tenant.

4.3 Limited Assistance Available

- 4.3.1 Subject to available funds and annual approval of by Council, TteS will provide a subsidy to Homeowners for annual repairs and maintenance for Privately-Owned Homes. This subsidy is only available for the primary residence of a Member.

4.4 Emergency Assistance

- 4.4.1 Based on availability of Funds, TteS may provide emergency assistance to a Homeowner for emergency repairs that are required for health and safety reasons, such as a septic field or roof replacement.
- 4.4.2 This assistance is subject to funding availability and the Homeowner must demonstrate that all avenues of external funding have been exhausted. Applications for emergency assistance are made to the TteS Finance Advisory Committee and must include the following information:
- (a) A detailed description of the emergency repairs that are needed;
 - (b) The estimated cost of performing the repair; and
 - (c) The estimated time for performing the repair.
- 4.4.3 The Finance Advisory Committee will review the application and make a recommendation to Council as to whether it should be approved.
- 4.4.4 In determining whether to approve the application, Council will give priority to emergencies that affect the health and safety of the entire TteS community, or that affect insurance policies held by TteS. Council will make the final decision on approval of the application and the amount of funding that will be provided.

- 4.4.5 The Homeowner will be solely responsible for all emergency repair expenses that exceed the approved budget amount.

4.5 Renovations

- 4.5.1 The Housing Department can assist and submit applications with various external renovation funding programs (ie. CMHC, ISC, guaranteed renovations loans, etc.).
- 4.5.2 All external funding requests for renovations are determined by certain eligibility requirements as set out by the various external funding programs. Applicants must meet these requirements in order to be eligible.

4.6 New Construction and Existing Home Purchase

- 4.6.1 There are several external funding sources available to Members who are interested in constructing a new home or purchasing an existing home on TteS Land. Members must meet all guidelines and requirements imposed by the external funding source and TteS to be eligible for funds.
- 4.6.2 Further to the eligibility requirements, TteS may provide a mortgage or loan guarantee to the external funding source. Any application for a mortgage or loan guarantee is approved or given by TteS at its sole discretion. TteS retains sole discretion to deny or reject any such application for any reason. TteS may, in considering such an application, require that the following factors be taken into account:
- (a) TteS's available funds;
 - (b) Applicant's credit; and
 - (c) Applicant's ability to repay loan.
- 4.6.3 Any mortgage or loan guarantee granted by TteS must be secured by a Security Agreement and an Indemnity Agreement prepared by and executed in favour of TteS.
- 4.6.4 Any grant monies received for the construction or purchase of a home from ISC or CMHC will be automatically allocated towards the mortgage (if any) on the property.

4.7 Default on TteS Guaranteed Loan

- 4.7.1 TteS Housing Manager will ensure monthly the status of the TteS Ministerial Loan Guarantees to ensure that there are no defaults on the mortgages. In the event that there may be a potential default the Housing Manager will immediately advise Council and prepare a workplan on the potential default.
- 4.7.2 If a Borrower defaults on TteS guaranteed loan or mortgage, TteS will take the following course of action:
- (a) TteS will either assume or payout the guaranteed mortgage as per the guarantee agreement with the mortgagee
 - (b) When TteS has assumed or paid the mortgage of the defaulted property, the Housing Department will issue a 48 Hour eviction notice to the Borrower;

- (c) At the time TteS assumes possession of the property, the Housing Department will inspect the property and assess the needed repairs and maintenance to bring the property to a saleable condition. The Housing Department will assess the market value of the home based on market determinates;
- (d) TteS will market and attempt to sell the property within a reasonable timeframe;
- (e) From the proceeds of the sale of the property TteS will recover all costs associated with assuming the property including but not limited to:
 - (i) Mortgage payout or payments;
 - (ii) Legal costs;
 - (iii) Costs of repairs, maintenance, security, utilities and any other overhead cost;
 - (iv) Administration costs;
 - (v) Sales commission and closing costs; and
 - (vi) Any additional costs incurred by TteS related to the property and the Borrower's default.
- (f) Any remaining funds (net equity) from the sale of the property after TteS deducted costs will be forwarded to the Defaulted Borrower. If the proceeds from the sale of the property are not enough to cover TteS costs, the Defaulter Borrower will be responsible for repaying TteS the deficit amount.