

# **WE WAI KAI NATION**

## **HUMMINGBIRD PLACE ELDERS HOUSING POLICIES AND PROCEDURES**

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**1 PREAMBLE**

**1.1 Name of Policy**

1.1.1 This is the We Wai Kai Nation Hummingbird Place Elders Housing Policy Policies and Procedures (referred to hereinafter as the “Housing Policy”).

**1.2 Hummingbird Place Elders Housing Policy**

1.2.1 The We Wai Kai Nation has determined that there is a growing need to make available safe and affordable housing on We Wai Kai Lands for its growing Elders population. After consultation with its Citizens and the Housing Department, Council developed the Hummingbird Place Elders Housing Program.

1.2.2 The Hummingbird Place Elders Housing Policy will make available homes for rent that are custom designed to accommodate aging Elders as individual needs grow. Through a series of development phases, the Hummingbird Place Elders Housing Program will construct one level, two bedroom duplexes located on 2.5 acres in the center of the community.

1.2.3 The goal and objectives of the Hummingbird Place Elders Housing Program, through this Housing Policy, is to ensure that the homes offer affordable, comfortable, and accessible living for our Nations Elders.

1.2.4 The intent of this Housing Policy is to outline the policies and procedures that will govern the Hummingbird Place Elders Housing Program including the eligibility criteria, the application process, the tenancy agreements and clearly define the roles and responsibilities of the Council, Housing Department, and the Tenants who reside in the Hummingbird Place Elders Housing Units. This Housing Policy is designed to balance and protect the interests of both the Tenants who live in the homes and the We Wai Kai Nation who owns them.

**2 AUTHORITY AND SCOPE OF THE POLICY**

**2.1 Authority of the Policy**

2.1.1 This Housing Policy is made under the authority of Council by Band Council Resolution #[insert#], and takes effect on September 25, 2017.

**2.2 Scope of the Policy**

2.2.1 This Housing Policy applies only to the Hummingbird Place Elders Housing Policy Units constructed and maintained on We Wai Kai Nation Lands under the Hummingbird Place Elders Housing Program.

2.2.2 This Housing Policy does not extend to any other houses on We Wai Kai Nation Land, or any other housing programs or services administered by the We Wai Kai Nation.

2.2.3 The intent of this Housing Policy is to clearly set out the rules, roles and responsibilities of each party subject to this Housing Policy, and to provide

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procedural fairness and ensure transparency, accountability and confidence in the Hummingbird Place Elders Housing Program and the manner in which it is administered.

2.2.4 Citizens, including any Elder who enters into a Tenancy Agreement to rent a Unit, Council and the Housing Department are required to abide by this Housing Policy.

2.2.5 Any person who enters, visits or resides in a Unit is expected to uphold and respect the terms and conditions of this Housing Policy.

### 2.3 Application

2.3.1 This Housing Policy is to be administered in compliance with the principles of natural justice, and the laws (including customary) and policies of the We Wai Kai Nation.

2.3.2 This Housing Policy and the delivery and administration of the Hummingbird Place Elders Housing Policy under this Housing Policy are subject to all applicable laws of the We Wai Kai Nation and federal and provincial legislation.

2.3.3 In the event of a conflict between this Housing Policy and a provision in the We Wai Kai Nation Land Code or We Wai Kai Nation Law, the provisions of the We Wai Kai Land Code or the We Wai Kai Law will prevail to the extent of the conflict.

## 3 DEFINITIONS

**“Applicant”** means an Elder who submits an Application to the Housing Department to rent an Hummingbird Place Elders Housing Unit.

**“Application”** means an application submitted to the Housing Department to rent an Elders Supportive Unit and includes an *Hummingbird Place Elders Housing Application Form*, in the prescribed form, and Proof of Income.

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

**“Authorized Occupant”** means a person who is identified in a Tenancy Agreement as permitted to reside in an Hummingbird Place Elders Housing Unit under the terms of this Housing Policy but who is not a Tenant and has no financial obligation to the We Wai Kai Nation.

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

**“Citizen”** means a citizen of the We Wai Kai Nation in accordance with the *We Wai Kai Nation Citizenship Code*

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

“**Condition Assessment**” means an inspection conducted by the Housing Department of a Unit in accordance in section 20.

“**Council**” means the Chief and Council of We Wai Kai Nation, duly elected in accordance with the *We Wai Kai Nation Election Code*.

“**Elder**” means a Citizen who is 65 years of age or older.

“**Hummingbird Place Elders Housing Unit**” or “**Unit**” means any unit owned by the We Wai Kai Nation and administered under the Hummingbird Place Elders Housing Program and this Housing Policy for which rent is charged.

“**Hummingbird Place Elders Housing Program**” means the program described in section 1.2, as developed and implemented under the authority of Council and administered by the Housing Department under this Housing Policy.

“**Emergency**” means an unexpected or unforeseen and potentially dangerous situation that happens suddenly and requires immediate action, and includes a situation that requires an Emergency Repair.

“**Emergency Repair**” means repair work that must be done as soon as possible in order to protect damage to the Units and/or the health and safety of the Tenants and surrounding community. Emergency repairs may include, but are not limited to, repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:

- (a) An accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon dioxide detectors;
- (b) A hazard to the immediate health or safety of Tenants, Authorized Occupants or any person;
- (c) The loss, or potential loss, of an essential service such as electricity, plumbing or heat; or
- (d) Any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.

“**We Wai Kai Nation**” means the We Wai Kai Nation.

“**We Wai Kai Nation Land**” means the Quinsam and Cape Mudge reserves as described in the We Wai Kai Nation Land Code.

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**“We Wai Kai Nation Law”** means any law, bylaw, regulation, rule or policy of the We Wai Kai Nation.

**“Housing Department”** means the department of the We Wai Kai Nation responsible for the administration of its housing programs, including the Hummingbird Place Elders Housing under this Housing Policy, and includes personnel hired by We Wai Kai Nation to perform certain duties including the Housing Manager and any staff of the Housing Department identified by Council.

**“Housing List”** means the list of approved Applications maintained by the Housing Department and updated from time to time.

**“Housing Manager”** means an employee of the We Wai Kai Nation responsible for managing the day-to-day operations of the Housing Department, and the delivery and administration of the Hummingbird Place Elders Housing Program and other housing programs and services.

**“Housing Policy”** means this Hummingbird Place Elders Housing Policies and Procedures, as amended from time to time.

**“Housing Committee”** means the committee appointed by Council to work with the Housing Department. It will consist of two members from Council and two outside advisory members and one person from Administration who is not the Housing Manager.

**“Notice of Eviction”** means a written notice served by the Housing Department on the Tenant in accordance with section 12 to terminate the Tenancy Agreement.

**“Proof of Income”** means documentation used to verify the annual income of a person and/or household and can include T-4’s, Revenue Canada Notice of Assessment (T451), pay stubs 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 the We Wai Kai Nation as described in a Tenancy Agreement in return for the right to occupy a Hummingbird Place Elders Housing Policy Unit, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the We Wai Kai Nation in connection with the tenancy.

**“Tenancy Agreement”** means a written agreement made between the We Wai Kai Nation and a Tenant under this Housing Policy that confers on the Tenant a right to occupy a Hummingbird Place Elders Housing Policy Unit in exchange for the payment of Rent to the We Wai Kai Nation, and includes any renewal of a Tenancy Agreement.

**“Spouse”** means a person who is married to another person or is a common law spouse. For the purposes of this Housing Policy, and in accordance with the We Wai Kai Martrimonial and Real Property Law, married means the lawful union of two persons to the exclusion of all others, whether by religious, civil or Aboriginal customary ceremony; and common law spouse means a person who has lived with another in a marriage-like relationship for a period of not less than

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two consecutive years but is not married to the other person. This person is shall be deemed a joint tenant or co-tenant under this policy.

**“Tenant Damage”** has the meaning as described in section 19.1.1.

**“Tenant”** means an Elder who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to the We Wai Kai Nation in return for the right to use and occupy a Hummingbird Place Elders Housing Unit.

**“Co-Tenant”** means a person who may be a “spouse” under the WWK Matrimonial and Real Property Law, who is cohabitating with the primary tenant who may not meet the eligibility requirements of the Hummingbird Place Elders Housing Policy

**“Joint Tenant”** means persons who are defined as spouses under the WWK Matrimonial and Real Property Law, who are both eligible to enter into a tenancy agreement under this policy.

## 4 ROLES AND RESPONSIBILITIES

*To meet the objectives of the Hummingbird Place Elders Housing Program, administer the program in a transparent manner, and maintain the confidence of the Citizens, the roles and responsibilities of each party subject to this Housing Policy must be clearly articulated.*

### 4.1 Chief and Council

4.1.1 The roles and responsibilities of Council include:

- (a) Ensuring the Hummingbird Place Elders Housing Program and associated services are provided as intended;
- (b) Reviewing and approving Hummingbird Place Elders Housing Program goals, objectives, strategies and budgets related to the delivery and administration of the Hummingbird Place Elders Housing Program;
- (c) Reviewing, approving and adopting amendments to this Housing Policy;
- (d) Supporting the Housing Department and the Housing Manager in the enforcement of this Housing Policy;
- (e) Remaining accountable to the Community by reporting to the Citizens on the implementation of the Hummingbird Place Elders Housing Program and considering all feedback;
- (f) Reviewing Housing Department recommendations and making decisions regarding Applications, evictions, and other decisions required under this Housing Policy; and
- (g) Participating in investigations and hearing of appeals as required.

### 4.2 Housing Committee

4.2.1 Committee Membership

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- (a) 2 members of Council
- (b) 2 members from outside the We Wai Kai Membership and Administration; both should have some familiarity with Elders Housing.
- (c) A member of the We Wai Kai Administration or its delegate.

4.2.2 The roles and responsibilities of the Housing Committee include:

- (a) Provide guidance on the initial allocation of the new units
- (b) Work with the Housing Manager to select the successful applicants.
- (c) Conduct a periodic review of the Housing Policy as deemed necessary by Council and or Administration.

### 4.3 Housing Department

4.3.1 The roles and responsibilities of the Housing Department include:

- (a) Administering the day-to-day operations of the Hummingbird Place Elders Housing Program in accordance with the policies and procedures set out in this Housing Policy;
- (b) Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant and Tenant records in accordance with privacy laws;
- (c) Providing application forms and appropriate information and assistance to Elders wishing to apply to rent a Unit;
- (d) Receiving and processing completed Applications for addition to the Housing List;
- (e) Delivering Elders housing education and information to Citizens, including conducting community meetings and workshops, and ensuring that Citizens have access to this Housing Policy, and all applicable We Wai Kai Nation Laws;
- (f) Maintaining the value of the Hummingbird Place Elders Housing Units in a cost-effective manner and in accordance with this Housing Policy;
- (g) Monitoring the effectiveness of Hummingbird Place Elders Housing Program and recommending policy amendments to Council as needed;
- (h) Researching new program options and issues that may impact delivery of the Hummingbird Place Elders Housing Program;
- (i) Preparing annual reports and budgets as required; and
- (j) Implementing and enforcing this Housing Policy.

### 4.4 Housing Manager

4.4.1 The roles and responsibilities of the Housing Manager include:

- (a) Reporting to Council on the Housing Department’s adherence to the policies and procedures set out in this Housing Policy;

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- (b) Overseeing the Housing Department's administration and enforcement of this Housing Policy;
- (c) Conducting and overseeing Condition Assessments, maintenance and repairs;
- (d) Communicating with the We Wai Kai Nation's finance department on collection of Rent and Arrears payments;
- (e) Work with the Housing Committee to determine whether an Application is complete, assigning a priority score and adding it to the Housing List;
- (f) Managing Applications and evictions;
- (g) Managing housing budgets and financing;
- (h) Managing and updating the Housing List on a regular and as needed basis;
- (i) Overseeing maintenance and renovation of the Units;
- (j) Other tasks as may be needed for the proper administration and enforcement of this Housing Policy.

The Housing Manager may delegate a portion of their duties and tasks to an employee of the Housing Department but will remain fully answerable for same.

#### **4.5 Tenants**

4.5.1 The roles and responsibilities of Tenants include:

- (a) Reading, understanding and complying with the terms and conditions of this Housing Policy, any applicable We Wai Kai Nation Laws and any Tenancy Agreement to which they are a party; and
- (b) Participating in community meetings and workshops, and engaging with the Housing Department where appropriate or necessary.

#### **4.6 Citizens**

4.6.1 The roles and responsibilities of Citizens include:

- (a) Participating in Community workshops, meetings and other available forums to discuss and provide feedback on the Hummingbird Place Elders Housing Program and other programs that are needed or require improvement within the Community; and
- (b) Respecting this Housing Policy and any other policies and Laws of the We Wai Kai Nation.

## **ELIGIBILITY REQUIREMENTS**

The Hummingbird Place Elders Housing Policy is reserved for Elders who can meet the responsibilities of residing in an Elders Housing Unit, including paying Rent.

#### **4.7 Eligibility Requirements**

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- 4.7.1 To be eligible apply for and be accepted to rent a Unit under this Housing Policy, a person must:
- (a) Be a member of the We Wai Kai Nation
  - (b) Meet the definition of an Elder under this Housing Policy;
  - (c) Provide “Proof of Income” sufficient to meet the Rent;
  - (d) Except as set out in section [10.], have no Arrears or outstanding debt owing to the We Wai Kai Nation; and
  - (e) Be in compliance with all applicable We Wai Kai Nation Laws;

**4.8 Arrears and Outstanding Debt**

- 4.8.1 An Elder with outstanding Arrears or outstanding debts to the We Wai Kai Nation may be eligible to apply to rent a Unit if the Elder has entered into an Arrears repayment agreement with the We Wai Kai Nation in accordance with section 10.

**5 APPLICATIONS FOR HUMMINGBIRD PLACE ELDERS HOUSING POLICY**

*Applications must be complete and comply with the eligibility requirements in order to be accepted by the Housing Department.*

**5.1 Applications to Rent Hummingbird Place Elders Housing Policy Units**

- 5.1.1 Any Elder who meets the eligibility requirements in section 0 may apply to rent a Unit by submitting a completed Application to the Housing Department at any time.
- 5.1.2 Applications must be submitted to the Housing Department in a sealed envelope, and be marked personal and confidential.
- 5.1.3 The Housing Department will date and time stamp an Application upon receipt and store them in a secure location.
- 5.1.4 The Housing Manager will review submitted Applications and determine whether the Application is complete and the Applicant meets the eligibility requirements in section 5. The Housing Department will reject ineligible and/or incomplete Applications.
- 5.1.5 If an Application is rejected, the Housing Department will notify the Applicant with reasonable detail as to why the Application was rejected.
- 5.1.6 An Applicant may correct an incomplete Application and re-submit it at any time.
- 5.1.7 If the Housing Manager deems an Application complete, the Housing Department will:
  - (a) assign the Application an identification number;
  - (b) remove all of the Applicant’s personal information from the Application, including membership status numbers, names, addresses, and phone numbers;

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- (c) add the Application identification number to the Housing List; and
  - (d) notify the Applicant that the Application has been approved for consideration and added to the Housing List.
- 5.1.8 An Application will be deemed complete if it includes:
- (a) an *Hummingbird Place Elders Housing Policy Application Form*, in the prescribed form, sufficiently filled out; and
  - (b) the Applicant's Proof of Income.
- 7.1.9 Applicants are encouraged to include any references within the Application that confirms the Applicant's ability to effectively manage the Tenant's financial and physical obligations under this Housing Policy.

## 6 TENANCY HOUSING ALLOCATION

*Council will allocate Units to Applicants based on an Hummingbird Place Elders Housing Policy Unit Allocation Model to meet the objective of providing supportive housing to Elders on a priority basis.*

### 6.1 Allocation Criteria

- 6.1.1 Each Application included on the Housing List will be assigned a priority score based on the following factors:
- (a) completed Application;
  - (b) age of applicant
  - (c) income;
  - (d) disability as defined by the *Disabilities Act*.
  - (e) relationship status (i.e., single)
  - (f) the current Applicant's living conditions:
    - (i) living off reserve
    - (ii) living on reserve
    - (iii) a health and safety risk
    - (iv) a temporary housing arrangement
    - (v) an unsuitable housing arrangement

### 6.2 Allocation Procedures

- 6.2.1 When an Application is added to the Housing List, the Housing Department under the supervision of the Housing Committee will assign a priority score to the Application in accordance with the Hummingbird Place Elders Housing Unit Allocation Model set out in section 6.1.

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- 6.2.2 When a Unit becomes available, the Housing Department with the Housing Committee will:
- (a) update the Housing List with any newly submitted Applications;
  - (b) review the priority scores assigned to the Applications in the Housing List and update as necessary;
  - (c) based on the priority scores, prepare a recommendation to Council which Application(s) ought to be allocated a Unit(s); and
  - (d) forward the Housing List and its recommendation as per 6.2.2(c) above along with the applicable Applications, to Council for consideration.
- 6.2.3 Within a reasonable time of receiving the information in 6.2.2(d) above, Council will meet to review and verify the priority ratings assigned by the Housing Department and the Housing Committee and will allocate the Unit(s) accordingly.
- 6.2.4 Where two or more Applications suitable for an available Unit have the same priority score, a lottery will be used to select the Application.
- 6.2.5 Unsuccessful Applications will maintain their position on the Housing List.
- 6.2.6 Applicants must update their Applications by March 31<sup>st</sup> of each year, or at any other time when the information within the Application changes. If no information has changed, Applicants must notify the Housing Department that it wishes to keep its Application active by March 31<sup>st</sup> of each year.
- 6.2.7 Applicants may request a status update from the Housing Department from time to time as to whether its Application has been considered and rejected from Council. The Housing Department will provide reasonable detail to an Applicant upon request as to why the Applicant's Application has not been successful.

### **6.3 Notification of Successful Application**

- 6.3.1 The Housing Department will notify a successful Applicant in writing of the offer to rent a Unit. This notification will include:
- (a) the Unit address;
  - (b) Rent rate;
  - (c) a copy of the Tenancy Agreement;
  - (d) information on how to obtain and view this Housing Policy, any other relevant documents and We Wai Kai Nation Laws;
  - (e) the dates from which the Applicant may choose for an orientation meeting with the Housing Manager; and
  - (f) the date by which the Applicant must confirm acceptance of the offer by signing the Tenancy Agreement and returning it to the Housing Department.
- 6.3.2 The Applicant must respond to the notification of offer within 10 days of receipt of the offer to accept the offer and arrange a time with the Housing Manager for an orientation meeting prior to executing the Tenancy Agreement.

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- 6.3.3 If an Applicant does not respond within 10 days of receipt of the offer, the Applicant is deemed to have declined the offer and Council may re-allocate the Unit.
- 6.3.4 If the Applicant declines the offer, the Applicant may request to remain on the Housing List.

## 7 OCCUPANCY PROCEDURES

*Prior to any Elder taking occupation of a Unit, the Elder must participate in an orientation meeting and move-in condition assessment with the Housing Department and execute a Tenancy Agreement to ensure that they understand and accept their responsibilities and those of the We Wai Kai Nation in occupying a Unit.*

### 7.1 Occupancy Procedures

- 7.1.1 Once an Applicant has accepted an offer, before occupying a Unit, an Applicant must:
  - (a) Attend an orientation meeting with the Housing Department to:
    - (i) review the Tenancy Agreement; and
    - (ii) review this Housing Policy and any applicable We Wai Kai Nation Laws, including applicable property insurance documents.
  - (b) Participate in a move-in Condition Assessment of the Unit in accordance with section 20.1 of this Housing Policy;
  - (c) Pay the first month's Rent to the We Wai Kai Nation;
  - (d) Pay the security deposit in accordance with section 16.1.1 of this Policy;
  - (e) If applicable, apply for approval for any Authorized Occupants in accordance with section 9.1 of this Policy; and
  - (f) Execute the Tenancy Agreement.
- 7.1.2 An Applicant must complete all of the processes required under this section as soon as practicable and before taking possession of a Unit.
- 7.1.3 If the Applicant fails to comply with section [7.1.1] within a reasonable timeframe, the Housing Department may rescind the offer and re-allocate the Unit. Prior to rescinding an offer, the Housing Department will give the Applicant 10 days notice to comply with 8.1.1.

### 7.2 Tenancy Agreements

- 7.2.1 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Housing Policy, including to:
  - (a) pay Rent on time and in full;
  - (b) be responsible for any damage to the Unit due to accident or negligence;
  - (c) maintain the Unit in a clean, safe and orderly condition;
  - (d) care for and maintain the porches and driveway on which part of the Unit;
  - (e) permit only Authorized Occupants to reside in the Unit; and

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(f) comply with any applicable We Wai Kai Nation Laws.

7.2.2 In signing a Tenancy Agreement, Council agrees to:

- (a) allow the Tenant and any Authorized Occupants to reside in the Unit; and
- (b) provide and maintain the Unit in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant. The Tenant's right to quiet enjoyment includes but is not limited to:
  - i. reasonable privacy;
  - ii. freedom from unreasonable disturbance; and
  - iii. exclusive possession, subject to the We Wai Kai Nation's right of entry as provided under this Housing Policy.

7.2.3 Each Tenancy Agreement must be renewed annually and updated from time to time as necessary to reflect any material changes to its terms and conditions, including but not limited to, any:

- (a) changes to the Authorized Occupants,
- (b) changes to the Rent as per section 10.4, or
- (c) amendments to this Housing Policy.

7.2.4 After a Tenancy Agreement has been signed by the Tenant and the Housing Manager the Housing Department will:

- (a) Provide the Tenant with a copy of the signed Tenancy Agreement; and
- (b) Securely keep the original and one copy of the signed Tenancy Agreement in the Tenant's file at the Housing Department.

### **7.3 Granting Occupancy**

7.3.1 Upon completion of all of the stages in this article the Tenant is entitled to occupy the allocated Unit on the date set out in the Tenancy Agreement.

7.3.2 The Housing Department will provide the Tenant with keys or other means of access to the Unit on or before the day on which the Tenant is entitled to take possession of the Unit.

### **7.4 Tenancy Review Meeting**

7.4.1 At least once per year the Housing Department will contact the Tenant to schedule a tenancy review meeting between the Housing Department and the Tenant at a mutually agreeable date, time and location.

7.4.2 The purposes of the tenancy review meeting is to:

- (a) review any housing issues or concerns;
- (b) review the Tenancy Agreement, this Housing Policy, and any applicable We Wai Kai Nation Laws;
- (c) confirm any Authorized Occupants; and
- (d) confirm the Tenancy Agreement.

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7.4.3 A Tenant who fails to participate in the tenancy review meeting will not be eligible to renew his or her Tenancy Agreement.

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## 8 OCCUPANCY STANDARDS

*Hummingbird Place Elders Housing Policy Units are reserved for Elders and Tenants are responsible for ensuring their occupation of a Unit does not interfere with the right of other Tenants to quiet enjoyment of their Units.*

### 8.1 Authorized Occupants

- 8.1.1 Any person who is not a Tenant and resides in a Unit for a period of 10 or more consecutive days and nights, or more than 10 days and nights in a calendar month, must be identified as an Authorized Occupant in accordance with this section.
- 8.1.2 A Tenant may apply to the Housing Manager to name a person as an Authorized Occupant in the Tenancy Agreement.
- 8.1.3 The Housing Manager may refuse any request to approve any Authorized Occupants where such approval would result in a failure to comply with the We Wai Kai Nation's occupancy standards set out in this section.
- 8.1.4 The Housing Department may require a criminal record check as part of the application to become an individual to become an Authorized Occupant.
- 8.1.5 If the Housing Manager approves a request to name a person as an Authorized Occupant in a Tenancy Agreement, the Housing Manager will provide notice to the Tenant and the Tenancy Agreement will be duly amended.
- 8.1.6 A Tenant who allows any person who is not an Authorized Occupant to reside in a Unit for a period of 10 or more consecutive days and nights, or more than 10 days and nights in a calendar month, is in violation of this Policy and may be evicted for cause in accordance with section 11.3.1 of this Housing Policy.
- 8.1.7 No rights or obligations granted to the Tenant in the Tenancy Agreement can be transferred to an Authorized Occupant and the Authorized Occupant must vacate the Unit should the Tenant cease to occupy the Unit or the Tenancy Agreement terminates or expires.

### 8.2 Guests

- 8.2.1 Tenants may permit guests to stay at a Unit for no more than 10 consecutive days and nights, or 10 days and nights in any one calendar month. Should a guest need to stay longer the tenant can apply to have the guest become an "Authorized Occupant"

### 8.3 Tenant Responsibility

- 8.3.1 Tenants are responsible for the actions of all Authorized Occupants and guests residing and/or visiting the Tenant's Unit, including any conduct which results in damage to the Unit or is otherwise in violation of the Tenancy Agreement or this Housing Policy.

### 8.4 Home-Based Business Not Permitted

- 8.4.1 Home-based businesses are not permitted to be operated from any Units.

### 8.5 Keeping Pets in a Hummingbird Place Elders Housing Policy Unit

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8.5.1 Pets are not permitted in the Hummingbird Place Elders Housing Project. This includes fish, birds and reptiles.

8.5.2 If a Tenant requires a guide animal as defined in the *Guide Animal Act*, the Housing Department will approve the animal to reside in the Unit.

**8.6 Subletting Not Permitted**

8.6.1 A Tenant is not permitted to sublet the Unit.

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## 9 PAYMENT OF RENT

*Funds collected by the Housing Department as Rent contribute to the cost of housing for all Hummingbird Place Elders Housing Policy Units and protect We Wai Kai Nation's investment in its Elders housing assets. Tenants are required to make monthly rental payments as determined by the terms and conditions within the Tenancy Agreement.*

### 9.1 Payment of Rent

- 9.1.1 Rent is due and must be paid in full by 4:00 PM on the first business day of every month.
- 9.1.2 In the event a Tenant moves-in or vacates a Unit on a day other than the first business day of the month, the payment for that month shall be prorated.
- 9.1.3 No partial payments or post-dated cheques will be accepted without the prior written consent of the Housing Manager.
- 9.1.4 If the Housing Manager accepts a partial payment of Rent, the We Wai Kai Nation does not waive the requirement for the Tenant to pay the remaining Rent owing.

### 9.2 Payment Methods

- 9.2.1 Tenants must pay Rent as follows:
  - (a) through one of the following means:
    - (i) Pension deduction;
    - (ii) Pre-authorized direct deposit; or
    - (iii) Certified cheque, money order or bank draft.
  - (b) delivered to the Housing Department during office hours, Tenants are required to obtain a receipt from the Housing Department.

### 9.3 Annual Statement of Account

- 9.3.1 At the end of each fiscal year the Housing Department will provide each Tenant with an annual statement of account confirming:
  - (a) Rent payments received for the previous fiscal year; and
  - (b) Any Arrears or other housing-related debt owed by the Tenant for the previous fiscal year.
- 9.3.2 Tenant's may request the Housing Department for a receipt for any month that Rent is paid.

### 9.4 Rent Rates

- 9.4.1 Rent is set by Council and may be subject to CMHC or other operating agreements.
- 9.4.2 Council and the Housing Department will review the Rent on an annual basis. In the event Council approves a change to the Rent rates, Tenants will be given at least 60 days advance written notice prior to any Rent increase taking effect.

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# 10 ARREARS

Tenants must pay Rent on time in order for We Wai Kai Nation to effectively deliver housing programs and services to Elders.

## 10.1 Arrears

10.1.1 Rent is in Arrears if the full amount is not paid by 4:00 PM on the first business day of the month.

10.1.2 The Housing Department may charge:

- (a) a \$40.00 NSF charge for any returned cheques, such charge will be added to the current overdue rental payment; and
- (b) interest on any Arrears if provided for in the Tenancy Agreement.

## 10.2 Notice of Arrears

10.2.1 The Housing Department may send the Tenant written notice 5 days after the date the Rent was due and owing (the "First Notice of Arrears").

10.2.2 The First Notice of Arrears will state:

- (a) the amount of Arrears;
- (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement; and
- (c) that the Tenant has 5 days to pay the Arrears in full or further action may be taken by the Housing Department.

## 10.3 Final Notice of Arrears

10.3.1 If the Tenant fails to pay the Arrears in accordance with the First Notice of Arrears, then the Housing Department may send the Tenant a Final Notice of Arrears.

10.3.2 The Final Notice of Arrears will state:

- (a) the amount of Arrears;
- (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement; and
- (c) that if the Tenant fails to successfully negotiate an Arrears repayment agreement or to pay the Arrears in full within 10 days, Council may terminate the Tenancy Agreement by issuing a Notice of Eviction.

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# 11 TERMINATION OF TENANCY

*The term a Tenant may occupy a Unit will be governed under the Tenancy Agreement. Where a breach of this Policy has occurred, the We Wai Kai Nation is authorized to take steps to enforce the terms and requirements of this Housing Policy and any Tenancy Agreement to protect the Units and the integrity of the Hummingbird Place Elders Housing Policy Program.*

## 11.1 Expiration of the Tenancy Agreement

11.1.1 Unless a Tenancy Agreement is renewed in accordance with this Policy, a tenancy ends on the date that a Tenancy Agreement expires and the Tenant must vacate the Unit by 4:00 PM on the date the Tenancy Agreement expires.

## 11.2 Termination of Tenancy by Tenants

11.2.1 A Tenant may terminate the Tenancy Agreement by providing at least 30 days written notice to the Housing Department (“Termination Date”).

11.2.2 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days notice of termination, the Tenant is still obligated to pay the Rent for 30 days following the day in which notice was given.

11.2.3 The Tenant must vacate the Unit no later than 4:00pm on the Termination Date.

## 11.3 Termination of the Tenancy by We Wai Kai Nation

11.3.1 Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement, except for the failure to pay Rent, the Housing Department may issue a written notice to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.

11.3.2 The Housing Department will deliver by hand a written notice to the Tenant residing in the Unit or post the notice to the front door of the Unit with a third-party as witness to the delivery of the notice.

11.3.3 If the breach is not resolved within the time specified in the written notice, or the Tenant has failed to take any steps towards rectifying the breach, the Housing Department may issue a final notice of default to the Tenant granting the Tenant a further 10 days to resolve the breach and informing the Tenant that failure to do so may result in the issuance of an Notice of Eviction.

11.3.4 If the breach is not resolved within the time specified in the final notice of default the Housing Department will provide a report to Council along with a recommendation as to whether the Tenant should be evicted.

11.3.5 Council will consider a report and recommendation provided by the Housing Department and will determine whether to terminate the Tenancy Agreement by issuing a Notice of Eviction

## 11.4 Issuing an Notice of Eviction

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11.4.1 If Council determines to evict the Tenant under this section, the Housing Department will serve the Tenant with a Notice of Eviction and the Tenancy Agreement will be terminated 10 days from the service of that notice.

11.4.2 A Tenant is liable to pay Rent until the date that the Tenancy Agreement is terminated.

**11.5 Eviction for Severe Breaches**

11.5.1 Council may terminate a Tenancy Agreement by serving a Notice of Eviction without any prior written notice for severe breaches which include the following:

- (i) Making false declarations on an Application that results in a housing allocation;
- (ii) engaging in criminal or illegal activity in the Unit, or other activity that places the neighbourhood at risk or fear for their safety; or
- (iii) Causing willful or negligent damage to the Units, mechanical or electrical systems in the Units, supplied appliances or the property; or
- (iv) Engaging in any activity that seriously jeopardizes the safety and health of any person residing in the Units or puts the We Wai Kai Nation Land to which the Units are located on at risk.

**11.6 Vacating an Hummingbird Place Elders Housing Policy Unit**

11.6.1 Tenants and Authorized Occupants must vacate a Unit when required to do so under the terms of a Tenancy Agreement and/or a Notice of Eviction.

11.6.2 In vacating a Unit the Tenant must;

- (a) remove their personal property,
- (b) complete a move-out Condition Assessment in accordance with section 20.1,
- (c) return all keys to the Housing Department, and
- (d) leave the Unit in a clean, undamaged condition, which includes:
  - (i) *Storage area*
  - (ii) *Yard and driveway*
  - (iii) *Appliances.*

**11.7 Unclaimed Possessions**

11.7.1 If a Tenancy Agreement is terminated and a Tenant leaves personal property behind, the Tenant must contact the Housing Department within 2 days of vacating the Unit or the termination/expiration of the tenancy to make arrangements to enter the Unit and remove the personal property.

11.7.2 If the Tenant does not claim the personal property within the time specified in this section, then the Housing Department may at its sole discretion discard or sell the personal property.

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- 11.7.3 The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by the We Wai Kai Nation.

## 12 No Ownership

*The We Wai Kai Nation maintains ownership of the Units at all times.*

### 12.1 No Ownership

- 12.1.1 No person entering into a Tenancy Agreement under this Housing Policy obtains a “right of occupancy” as defined by the We Wai Kai Land Code.

## 13 MARITAL BREAKDOWN

### 13.1 Marital Breakdown

- 13.1.1 If there is a marital breakdown involving Tenants, if both Spouses are Citizens and signed the Tenancy Agreement, they are considered to be Joint-Tenants with equal rights to use and occupy the Unit. The determination of which Spouse will retain possession of a Unit will be made by the Tenants, or any applicable order of a court having jurisdiction.
- 13.1.2 The Hummingbird Place Elders Housing Unit is not considered “Matrimonial Real Property” under the *We Wai Kai Nation Matrimonial Real Property Law*.

## 14 DEATH OF A TENANT

*A Tenant of an Hummingbird Place Elders Housing Unit does not own the Unit and cannot bequeath any interest or right in the Hummingbird Place Elders Housing Unit to any person upon his/her death.*

### 14.1 Hummingbird Place Elders Housing Unit Procedures

- 14.1.1 If a Tenant is the sole Tenant of a Unit and dies during the term of the Tenancy Agreement, the Tenancy Agreement is terminated. Upon termination of the Tenancy Agreement, We Wai Kai Nation will recover possession of the Unit and may re-allocate the Unit.
- 14.1.2 If a Joint-Tenant of a Unit dies during the term of the Tenancy, the surviving Joint-Tenant may retain possession of the Hummingbird Place Elders Housing Unit and will become the sole Tenant under the Tenancy Agreement provided that the surviving Joint-Tenant continues to be eligible to be a Tenant as set out in section 4.7.1.

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- (a) For greater clarity the Joint-tenant must be a member of the We Wai Kia Nation and be over 65 years of age to be able to assume the tenancy agreement under the terms and conditions of the Housing Policy.

14.1.3 If the surviving Co-Tenant is not willing or eligible to remain as the sole Tenant, the Housing Department will give notice to the Co-Tenant that the Tenancy Agreement is terminated and the Tenant must vacate the Unit within 60 days.

- (a) For greater clarity, if the co-tenant is not a member of the We Wai Kai Nation or over the age of 65, they are not eligible to enter into a Tenancy Agreement under this policy and must vacate the unit within 60 days.

14.1.4 If the Tenant dies during the term of a Tenancy Agreement, any Authorized Occupants residing in the Unit must vacate the Unit within 60 days.

**14.2 Vacating the Hummingbird Place Elders Housing Policy Unit and Unclaimed Possessions**

14.2.1 If a Tenant dies the Housing Department will:

- (a) If necessary, provide notice to the deceased Tenant’s emergency contact, if one was provided by the Tenant; and
- (b) Allow the Tenant’s representative with reasonable access to the Unit for 30 days following the Tenant’s death to remove the deceased Tenant’s personal property from the Unit and to participate in a move-out Condition Assessment.

14.2.2 After the 30 days have passed, any unclaimed personal property will be managed in accordance with section 11.7 of this Housing Policy.

**14.3 Outstanding Arrears and Housing Charges**

14.3.1 If the deceased Tenant was in Arrears or otherwise in debt to We Wai Kai Nation for housing related charges, We Wai Kai Nation may file a claim against the estate of the deceased Tenant for repayment of the monies owed.

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# 15 INSURANCE

*As owner of the Units, the We Wai Kai Nation will bear the cost of certain insurance for the Units. Tenants are responsible for their personal property and for complying with the requirements of any insurance policy carried out by We Wai Kai Nation related to the Units.*

## 15.1 Property Damage Fire Insurance - Tenancy Housing

15.1.1 The We Wai Kai Nation will maintain property and fire insurance for all Hummingbird Place Elders Housing Units.

## 15.2 Contents Insurance

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

## 15.3 Tenant Covenant

15.3.1 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of any insurance policy carried by the We Wai Kai Nation for a Hummingbird Place Elders Housing Unit.

15.3.2 A Tenant will immediately comply with any written notice from the We Wai Kai Nation or any insurer requiring the performance of works or discontinuance of any use of a Unit or associated lands in order to avoid invalidation or cancellation of any insurance policy carried by the We Wai Kai Nation for a Hummingbird Place Elders Housing Unit.

15.3.3 Tenants are responsible for any losses, costs or damages incurred by the We Wai Kai Nation for any conduct that voids an insurance policy carried by the We Wai Kai Nation for a Hummingbird Place Elders Housing Unit.

15.3.4 Tenants will indemnify and save the We Wai Kai Nation harmless for all liabilities, fines, suits and claims of any kind for which the We Wai Kai Nation may be liable or suffer by reasons of the Tenant's occupancy of the premises.

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# 16 SECURITY DEPOSIT

*Security Deposits are required to cover the expenses of any repairs of damages to the Units at the end of a tenancy that amount to greater than normal wear and tear to ensure Units can be rented out in a good state of repair.*

## 16.1 Security Deposits

- 16.1.1 All Tenants must pay a security deposit that is equal to one month’s Rent before taking possession of a Unit.
- 16.1.2 The Housing Department will retain a security deposit in an interest bearing account in trust for the Tenant for the duration of the Tenancy Agreement.
- 16.1.3 Within 10 days completing a Condition Assessment at the expiry or termination of a Tenancy Agreement, the Housing Department will return a security deposit, plus accrued interest, to the Tenant unless:
  - (a) the Tenant fails to participate in the Condition Assessment as per 25.2.1;
  - (b) the Housing Department, makes a claim, in writing, against the security deposit for Tenant Damage to the Unit;
  - (c) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid Rent or damage.
- 16.1.4 A Tenant shall have the right to appeal a decision by the Housing Department to claim against a security *deposit to the Housing Department and Chief and Council* .
- 16.1.5 Except where a Tenant has abandoned the Unit, the We Wai Kai Nation’s right to claim the security deposit is extinguished if the Housing Department fails to:
  - (a) comply with section 20.1.2;
  - (b) participate in either a move-in or move-out Condition Assessment; or
  - (c) provide the Tenant with a copy of the Condition Assessment reports.

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# 17 MAINTENANCE AND REPAIRS

To ensure the Hummingbird Place Elders Housing Program continues for as long as there is a need, Council, the Housing Department and the Tenants all play a part in maximizing the life of the Units and ensuring they meet health and safety standards. The Housing Department will be responsible for general maintenance, such as upkeep and repairs of the structures and major appliances; and Tenants will provide the daily basic upkeep of the Units.

## 17.1 Maintenance and Repair Responsibilities

- 17.1.1 The *Checklist of Tenancy Maintenance and Repair Responsibilities*, appended to this Housing Policy as Schedule 1, will be filled out by the Housing Department and the Tenant and will form part of the Tenancy Agreement.
- 17.1.2 The Housing Department is responsible for:
  - (a) ensuring that all maintenance and repair work overseen or carried out by the Housing Department meets or exceeds the requirements of any applicable We Wai Kai Nation Laws;
  - (b) ensuring all structural, heating, electrical and plumbing repair work carried out on the Units are carried out by certified contractors; and
  - (c) keeping records of all repairs carried out on the Hummingbird Place Elders Housing Unit including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.
- 17.1.3 Tenants are responsible for the general upkeep, cleaning, and minor repairs and replacements to their Units.
- 17.1.4 Tenants must, as soon as is reasonably possible, report any maintenance issues to the Housing Department.
- 17.1.5 Tenants are responsible for the proper care and storage of any hazardous materials within the Units, yards and any common living areas.
- 17.1.6 If a Tenant is in possession of any firearms, ammunition or other weapons on or around the Units, the Tenant will keep them stored in a secure location.
- 17.1.7 Tenants are not permitted to:
  - (a) remove any fixtures from their Units; or
  - (b) remove any appliances from their Units, unless those appliances are the property of the Tenant.

## 17.2 No reimbursement for costs which are the responsibility of the Tenant

- 17.2.1 A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in the *Checklist of Tenancy Maintenance and Repair Responsibilities*, in a Tenancy Agreement or in this Housing Policy.

## 17.3 Alterations, Additions, and Improvements

- 17.3.1 A Tenant wishing to make any alterations, additions or improvements to a Unit must first obtain written approval from the Housing Department.

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17.3.2 Unapproved alterations, additions or improvements may be subject to removal by the Housing Department at the expense of the Tenant.

17.3.3 Unless otherwise agreed to in writing, the We Wai Kai Nation is not responsible for the cost of repairs to any unapproved alterations, additions or improvements.

**17.4 Emergency Repairs**

17.4.1 Tenants are responsible for reporting any circumstance which may warrant an Emergency Repair to the Housing Department as soon as possible.

17.4.2 The Housing Department will make all reasonable efforts to respond to Emergency Repairs as soon as possible.

17.4.3 Where Emergency Repairs are performed by the Housing Department and those Emergency Repairs were necessary as a result of damage or neglect on the part of the Tenant, the Tenant will be responsible for the cost of those Emergency Repairs, in accordance with section 18.1 of this Housing Policy.

17.4.4 In urgent circumstances where it is necessary for a Tenant to make an Emergency Repair, or to engage a third party to make an Emergency Repair, the Housing Department will reimburse the Tenant for the costs of that Emergency Repair, provided that, in the opinion of the Housing Department, that Emergency Repair was urgently necessary, it was not possible or practical for the Housing Department to make that repair in a timely manner, and the costs of the Emergency Repair were reasonable.

**17.5 Tenant Failure to comply with Maintenance Responsibilities**

17.5.1 A Tenant who breaches a Tenancy Agreement or a provision in this Housing Policy by failing to comply with his or her maintenance responsibilities may be issued a written notice in accordance with section 11.3.1.

**18 NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM**

*Negligent or intentional damage to a Unit will not be tolerated.*

**18.1 Tenant Damage**

18.1.1 Tenant Damage means damage to a Unit caused by the intentional or negligent conduct of:

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

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

**18.2 Condition Assessment**

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18.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a Condition Assessment in accordance with section 20 of this Housing Policy.

**18.3 Notice of Tenant Damage**

18.3.1 If after completing a Condition Assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a written notice to the Tenant containing the following information:

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

**18.4 Performance of Repairs**

18.4.1 The Housing Department will carry out the repairs and/or replacements set out in the written notice and the costs will be invoiced to the Tenant.

**18.5 Invoice Payment**

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

- (a) paying the amount in full; or
- (b) negotiating a repayment agreement with the Housing Department

18.5.2 The Housing Department has no obligation to enter into a repayment agreement with a Tenant.

18.5.3 The Housing Department may not enter into a repayment agreement with a Tenant unless the Tenant pays a minimum of 25% of the repair costs on the date the agreement is entered into.

18.5.4 If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a repayment agreement, the Housing Department may issue a notice of default in accordance with section [11.3.1].

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

18.6.1 Where Tenant Damage is discovered during a move-out Condition Assessment, the Housing Department may deduct the costs to repair Tenant Damage discovered from the Tenant’s security deposit in accordance with section [16.1.3].

18.6.2 Where repair costs exceed the security deposit the Housing Department will forward an invoice stating the repair and/or replacement costs of the Tenant Damage which exceeds the amount of the security deposit.

**18.7 Vandalism**

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- 18.7.1 If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Unit, the Tenant must report such damage to the Housing Department and to the RCMP immediately.
- 18.7.2 When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a Condition Assessment in accordance with section 20 of this Housing Policy.
- 18.7.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Unit that are caused by third party vandalism, providing that the Tenant has:
  - (a) reported the break-in and/or vandalism to both the Housing Department and to the RCMP in a timely manner;
  - (b) filed a police report; and
  - (c) submitted a copy of the police report to the Housing Department
- 18.7.4 If the Housing Department, during a Condition Assessment, finds unreported third party damage to a Unit, the Housing Department will:
  - (a) file a police report with the RCMP; and
  - (b) refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.
- 18.7.5 If the Tenant does not report third party damage to a Unit in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.
- 18.7.6 The Housing Department is not responsible for any damage to the Tenant's personal property which is caused by a third party.

**18.8 Notice of Default for Significant Damage**

- 18.8.1 Where it determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third party vandalism, the Housing Department may issue a written notice in accordance with section 11.3.1 of this Housing Policy.

**19 CONDITION ASSESSMENTS**

*Conditions Assessments are a tool of the Housing Department to maintain the longevity of the Units. Condition Assessments will be conducted in accordance with this Housing Policy to assess the current condition, maintenance and any repair needs of the Hummingbird Place Elders Housing Units.*

**19.1 General Policy**

- 19.1.1 The Housing Department will conduct a Condition Assessment under the following circumstances:
  - (a) Prior to any Tenant taking occupation of an Unit;

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- (b) At the expiry or termination of a Tenancy Agreement, including when a Unit is deemed abandoned;
  - (c) Where the Housing Department becomes aware or suspects Tenant Damage or vandalism by a third party; or
  - (d) Where the Housing Department determines a Condition Assessment is necessary in accordance with section 20.2.
- 19.1.2 In the case of a Tenant vacating a Unit, the Housing Department will make reasonable efforts to contact the Tenant and attempt to schedule a move-out Condition Assessment at a mutually agreeable time. The move-out Condition Assessment should be completed prior to the time in which the Tenant must be vacated from the Unit, unless otherwise mutually agreed by the Housing Department and the Tenant.
- 19.1.3 If a Tenant fails or refuses to participate in a move-out Condition Assessment in accordance with section 20.1.2, then:
- (a) the Housing Department may conduct the move-out Condition Assessment and complete the Condition Assessment report without the Tenant being present; and
  - (b) the Tenant's right to the return of a security deposit or pet damage deposit, or both, is extinguished.
- 19.1.4 With the exception of those Condition Assessments done in accordance with section 20.1.3, at the conclusion of any Condition Assessment, the Housing Department will review the completed Condition Assessment report with the Tenant and each of the Housing Department and Tenant will sign and retain a copy of the report.
- 19.1.5 The Housing Department will keep copies of all Condition Assessment reports for all Units.
- 19.2 Other Assessments**
- 19.2.1 The Housing Department may enter a Unit to conduct a Condition Assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with section [22.1.1] of this Housing Policy.
- 19.2.2 The Housing Department may:
- (a) conduct a Maintenance Planning Assessment for the Units on an annual basis; and
  - (b) retain the services of external inspectors and building experts to conduct a Condition Assessment of the Unit at any time during the term of a Tenancy Agreement;
- upon giving notice to the Tenant in accordance with section [22.1.1] of this Housing Policy.
- 19.2.3 In case of all Condition Assessments, except for those Condition Assessments conducted after a Unit has been abandoned, the Housing Department will make

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reasonable efforts to coordinate a time and date that works for the Tenant and the Tenant is permitted to be present at such Condition Assessment.

## 20 ABSENCES AND ABANDONMENT

*Tenants must primarily reside in and maintain occupation of their Units, otherwise the Housing Department may resume possession and re-allocate the Units.*

### 20.1 Extended Absences

- 20.1.1 If a Tenant will be absent from their Unit for 30 or more consecutive days and nights, the Tenant must provide written notice to the Housing Department.
- 20.1.2 During an absence described in section 20.1.1:
- (a) the Tenant must continue to pay Rent and utilities; and
  - (b) upon receipt of written notice, the Housing Department is responsible for routine preventative maintenance of the Unit, including monitoring the Unit to prevent vandalism and other hazards.

### 20.2 Abandoned Hummingbird Place Elders Housing Units

- 20.2.1 The Housing Department may deem a Unit to be abandoned and resume possession if the Tenant:
- (a) is absent from the Unit for 30 or more consecutive days and nights without notice to the Housing Department;
  - (b) has failed to pay Rent and/or utilities; and
  - (c) has been unresponsive to any notices or attempts of contact by the Housing Department for 30 or more consecutive days
- .
- 20.2.2 If a Tenant is deemed to have abandoned a Unit, the Housing Department will issue a Notice of Eviction immediately and the Tenant will be responsible for:
- (a) Rent for the month following the date on which the Unit is deemed abandoned;
  - (b) any Arrears or other outstanding housing-related debts; and
  - (c) any costs incurred by We Wai Kai Nation as a result of the Tenant's abandonment of the Unit,
- all of which will be a debt owed to and recoverable by the We Wai Kai Nation.
- 20.2.3 The Housing Department may take any action it deems necessary to secure and protect an abandoned Unit, including changing the locks or other means of access.
- 20.2.4 Any personal property remaining in an abandoned Unit will be handled in accordance with section 11.7 of this Housing Policy.

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## 21 KEYS AND LOCKS

### 21.1 Keys and Locks

- 21.1.1 The Housing Department will retain a copy of the keys or other means of access for each Unit.
- 21.1.2 The Housing Department will not change the locks or other means of access to any occupied Unit unless the Housing Department provides notice and a copy of the new keys or other means of access to the Tenant. The Housing Department may at its sole discretion and at any time change the locks on a vacant Unit.
- 21.1.3 Tenants are not permitted to change the locks or other means of access to a Unit without the written consent of the Housing Department.

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## 22 WE WAI KAI NATION ENTRY OF THE HUMMINGBIRD PLACE ELDERS HOUSING UNIT

*Tenants have the right to enjoy peaceful and quiet occupation of their Units. We Wai Kai Nation may only enter upon reasonable notice and with a reasonable purpose, unless in the case of Emergencies.*

### 22.1 Entry with Notice for Reasonable Purpose

22.1.1 Unless in the case of an Emergency or abandoned Unit, the Housing Department may only enter a Unit if the Housing Department gives advance written notice to the Tenant at least 24 hours before the proposed entry setting out:

- (a) a reasonable purpose for entering; and
- (b) the date and time of entry, which must be between 8:30 AM and 4:30 PM unless the Tenant and Housing Department mutually agree otherwise.

22.1.2 The Housing Department will make reasonable efforts to enter the Unit at a date and time preferred by the Tenant.

### 22.2 Emergency Entry

22.2.1 If the Housing Department becomes aware of an Emergency or reasonably suspects an Emergency, including the need for an Emergency Repair, the Housing Department may enter the Unit without prior notice to the Tenant. Where the Tenant is not present, the Housing Department will make reasonable efforts to enter the Unit accompanied by a witness (i.e. member of the We Wai Kai Nation administration, emergency responder).

22.2.2 The Tenant will be notified of any Emergency entry and the reason(s) for such entry as soon as possible following the Emergency entry.

## 23 FIRE PROTECTION

23.1.1 The Housing Department is responsible for installing and maintaining the following in all Units for the duration of any tenancy:

- (a) smoke detector;
- (b) CO2 detector; and
- (c) Fire extinguisher.

### 23.2 Flammable Materials, Ignition Devices

23.2.1 Tenants must not store any flammable liquids or solvents in or near the Units.

23.2.2 Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.

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23.2.3 Burning candles or incense is not permitted in the Units.

### **23.3 Smoking and Cigarettes**

23.3.1 Smoking is not permitted in the Units.

### **23.4 Emergency Exits**

23.4.1 Tenants are encouraged to plan an escape route in the case of an Emergency and rehearse the plan with any Authorized Occupants of the Unit.

23.4.2 Tenants must ensure all entry/exit points of the Units are clear and accessible at all times.

## **24 VEHICLES AND PARKING**

### **24.1 Unit Assigned Parking**

24.1.1 Each Unit will be assigned one covered parking space attached to the Unit.

24.1.2 Guest parking is permitted in the adjacent parking areas and street.

### **24.2 Valid Insurance and Good Working Order**

24.2.1 All vehicles kept at the Unit by a Tenant or Authorized Occupant must:

- (a) have valid insurance and registration at all times; and
- (b) be in good working order and not be leaking any fluids.

## **25 AMENDMENTS**

*This Housing Policy will be reviewed on an annual basis to ensure that its policies and procedures are relevant and continue to meet the objectives and intent of the Hummingbird Place Elders Housing Program. Council will meet with the Housing Department and other persons or groups as deemed necessary, to review the Housing Policy and the success of its implementation.*

### **25.1 Amendment Procedures**

25.1.1 Council may amend this Housing Policy from time to time.

25.1.2 Council, in accordance with a duly executed Band Council Resolution, must approve all amendments. Any approved amendments will take effect on the date specified within the Band Council Resolution.

25.1.3 If the Housing Department determines that amendments to the Housing Policy or any schedules hereto are necessary, the Housing Department will provide a recommendation to Council setting out the proposed amendments and the reasons they are required.

25.1.4 Council will consider any recommendations from the Housing Department and may make any amendments to this Housing Policy as Council deems necessary.

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- 25.1.5 The Housing Department shall keep a record of any amendments to this Housing Policy that are approved by Council, and the amendments shall be numbered consecutively by date of approval.
- 25.1.6 The Housing Department shall post notice of any approved amendments in the Housing Department office and if the amendment will affect existing Tenants, the Housing Department shall provide written notice of the amendment to such Tenants. If an amended Housing Policy is reissued by Council, it shall be identified by date and shall cancel and replace all previous issues.
- 25.1.7 Council retains the flexibility to make decisions not contemplated under this Housing Policy. If a decision is made which is inconsistent with the Housing Policy, that decision will be clearly communicated to the Citizens, and if necessary, this Housing Policy will be amended appropriately.
- 25.1.8 This Housing Policy will be administered by the Housing Department. Any questions or inquiries can be directed to:

## 26 GENERAL

### 26.1 No Waiver

- 26.1.1 No condoning, excusing, or overlooking by the Housing Department or Council of any default, breach or non-observance by an Applicant or Tenant at any time in respect to any term or condition contained in this Housing Policy will operate as a waiver of the We Wai Kai Nation's rights set out in this Housing Policy in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the We Wai Kai Nation in respect of any such continuing or subsequent default or breach.
- 26.1.2 No waiver will be implied by or inferred from anything either done or not done by the Housing Department or Council, excepting only an express waiver in writing.

### 26.2 Forms and Documents

- 26.2.1 The following are a list of some of the prescribed forms and related documents required by this Housing Policy:
  - (a) Tenancy Agreement

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