



**SPUZZUM
FIRST NATION**

Our Land. Our Future. Our Success.

HOUSING POLICIES & PROCEDURES

MANUAL Rev.2 - Oct. 2015

DEFINITIONS

1. Band means a body of Indians

- For whose use and benefit in common, lands, the legal title to which is vested in Her Majesty, have been set apart before, on or after the 4th day of September 1951.
- For whose use and benefit in common, moneys are held by Her Majesty, or
- Declared by the Governor in Council to be a band for the purpose of the Indian Act; The expression "band" with reference to a reserve or surrendered lands, means the band for whose use and benefit the reserve or the surrendered lands were set apart.

Unless the context otherwise requires or this Act otherwise provides

- a. A power conferred upon a band shall be deemed not to be exercised unless it is exercised pursuant to the consent of majority of the members of the band, and
- b. A power conferred on the council of the band shall be deemed not to be exercised unless it is exercised pursuant to the consent of the council duly convened.

2. "Band List" means the list of persons that is maintained under section 8 by a band or in the Department.

3. "Child" includes a child born in or out of wedlock, a legally adopted child and a child adopted in accordance with Indian Custom.

4. "Council of the Band" means

- In the case of a band to which section 74 applies, the council established pursuant to that section,
- In the case of a band to which section 74 does not apply, the council chosen according to the custom of the band, or where there is no council the chief of the band chosen according to the custom of the band

5. "Estate" includes a real and personal property and any interest in land;

6. "Frustrated" Tenancy Agreement: "ending a tenancy agreement without full notice.

- Frustration of a contract occurs when it becomes impossible to meet the terms of the contract through circumstances beyond anyone's reasonable control, or if the parties to the contract can meet the terms only in a substantially different manner.
- A tenancy agreement would be frustrated if the rental property is damaged by an unforeseen event beyond the control of the landlord or tenant and the result is the rental unit cannot be occupied for an extended period. The tenancy agreement ends

when the unexpected event occurs. Neither the landlord nor the tenant is required to give the other a notice to end the tenancy.

7. Landlord Serve Notice to End Tenancy; "Giving Notice" means that a landlord must service a Notice to End Tenancy in one of these ways:
- By leaving a copy with the tenant or at the tenant's residence with an adult who apparently resides with the person
 - By leaving a copy in a mailbox or mail slot for the address at which the tenant resides. The notice is considered served three full days later (to end the tenancy on July 31, the landlord must leave the notice on or before June 27th)
 - By attaching a copy to a door or other conspicuous place at the address at which the tenant resides. The notice considered served three full days later.
 - By transmitting a copy to a fax number provided as an address for-service by the tenant. The notice is considered served three full days later.
 - By sending a copy by ordinary mail or registered mail to the address at which the tenant resides or to a forwarding address provided by the tenant. The notice is considered served five days after mailing.
- "Tenant Giving Notice", the tenant must ensure the landlord receive the written notice before the end of a rental payment period.
- Delivery to the landlord in person on or before the last day of the month. The notice may be given to someone who acts an agent for the landlord.
 - Posted or securely attached to the landlord's door or in the landlord's mailbox at least three days before the last day of the month
 - Mailed to the landlord at least five days before the last day of the month. Registered mail provides the tenant a receipt to prove delivery.
8. "Illegal Activities" includes any serious violation of federal, provincial or municipal law, whether or not it is an offence under Canada's Criminal Code. To be grounds for eviction, the illegal activity must have some effect on the tenancy. "Engaged in Illegal Activity" that has caused or could cause damage to the landlord's property, disturb or threaten the security, safety or physical well-being of another occupant of the property, or jeopardize a lawful right of interest of another occupant or the landlord.
9. "Indian" means a person who pursuant to the Indian Act is registered as an Indian or is entitled to be registered as an Indian.
10. "Land Lord" is a person or organization that owns an interest in property and who, in exchange for rent, gives another person (the Tenant) the right to sue the property
11. "Member of Band" or "Band Members" means a person whose name appears on a Band List or who is entitled to have his name appear on a Band list;
- "Quiet Enjoyment" — Tenant rights to quiet enjoyment which include, but are not limited to:
- Reasonable privacy
 - Freedom from unreasonable disturbance
 - Exclusive possession, subject to the landlord's right of entry; and

- Use of common areas for reasonable and lawful purpose, free from significant interference
- Substantial interference with the enjoyment of the premises for all usual purposes. A landlord must provide quiet enjoyment to all tenants. Tenants must make sure they or their guests do not unreasonably disturb other occupants.

13. "Rent" means the monthly charge to the tenant for occupation in a band housing unit.

Fixed rent:

Rent is set as agreed with CMHC with sufficient revenue generated to fixed rent rates to support the program the entire duration of the agreement. Fixed rent does not require income testing or verification of income.

Low End of Market Rent (LEM)

LEM is the maximum rent that can be charged for housing only, and does not include the cost of heat, hot water, electricity, cablevision or telephone. CMHC assesses market rents in the area and sets LEM on an annual basis.

Rent Geared to Income (RGI)

RGI requires tenants to provide verification on income for annual re-evaluation and adjustment to rental rates. Rents are set based on criteria outlined in the program operating agreement with CMHC. Whereby the annual gross income for the household less eligible adjustments are utility allowances. Utility allowances are set by CMHC.

14. "Repairs" — there are two types of repairs — emergency and non-emergency;
"Emergency Repairs" are an emergency only if the health or safety of the tenant is in danger or if the building or property is at risk.

Examples:

- Major leaks in pipes or damaged plumbing fixtures
- Damaged or blocked water or sewer pipes
- Malfunctioning electrical

Non-emergency situation include but not limited to:

- A burned out heating element on a stove
- A plugged kitchen sink
- When a tenant loses their keys and wants to change the locks

15. "Reserve" means

- A tract of land, the legal title to which is vested in Her Majesty, that has been set apart by her Majesty for the use and benefit of the band, and
- Except in subsection 18 (2), section 20 to 25, 28, 36 to 38, 43, 44, 46, 48 to 51, 48 and 60 and the regulation made under any of those provisions, include designated lands.

16. "Social Housing" means public housing in which is owned by the band for a period of time.
17. "Tenant" is the person who is entitled to exclusive possession and enjoyment of a property and is responsible for the payment of rent or other items as specified in a tenancy agreement or lease.

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Spuzzum First Nation Housing Policy

Preamble

Spuzzum First Nation has a mandate to align band housing with the leadership's vision of transparency, integrity and a view to improving the quality of life for all band members through the provision of adequate and affordable housing.

Transparency and accountability to the community members will be established throughout the policy development processes. Policy development will be:

Inclusive – Fair representation from all departments

- Honest and realistic assessment of the existing housing conditions and community needs;
- Development of a shared long-term vision for the community's housing
- Development of specific work-plans allowing Spuzzum First Nation to meet our goals for improving housing conditions
- Consistent and passionate commitment to implementation of the developed plan.

Open and Organized– Maintaining a filing system for effective record keep and retrieval of tenant files and history of home maintenance

Accountable- Roles are identified through clear job descriptions

Sustainable – Ongoing evaluation and planning

- This policy will be a living guide and will be amended as required.
- It will be intensively reviewed one year after adoption to determine if it is effectively meeting the community's objectives.

Static – Monitoring change in community needs and in opportunities for housing projects and initiatives, revising work plans, timelines and having a process for revisions.

- Review of the housing policy will be ongoing, the Housing Coordinator will submit recommendations as required to Band Administrator, the Community Housing Committee and Chief and Council.

- All renewals and/or revisions must be adopted by Chief and Council by BCR which will be added as attachment to a Master Policy Document.

Equitable- An independent system of service delivery must be established to ensure fair and equitable distribution of housing resources.

With the variety of problems a band may face in housing, including non-compliance with rental agreements, requests for new homes and/or land, renovations, routine maintenance, issues related to health and safety and land use agreements, strategies and standards of practice need to be quickly established and clearly defined. Moreover, when band governments are often comprised of band tenants, all key players within the organization must be in accord with the housing department's regulatory practices and it is crucial they all have a solid grasp of the Operational Control structure. To this end, the Spuzzum First Nation will develop effective practices by following the First Nations Guide to Housing Policy, developed by The Assembly of First Nations in 2010.

Two key areas of housing administration reflect good governance practices:

1) The Regulatory Environment

The establishment of a regulatory environment has identified how Spuzzum First Nation will deliver the Housing program. This piece will help the band identify the role of AANDC and CMHC in band housing, (i.e funding, interventions, governance and band accountability) the role of the Housing Coordinator and the scope of the work to be performed, by creating a local and effective solution.

2) The Operational Control of Housing

The Operational Control of band housing includes funding and finance, management and administration of the housing portfolio, a sound policy framework, and active community participation. As is often the case in First Nations, in the event that an individual is higher in the hierarchy of Band Governance than the Housing department, an expressed and defined understanding of the policies and standards of practice will ensure that the Housing portfolio management will be equitable, policy based, enforceable and not subject to intentional misinterpretation. Essentially this will prevent individuals in a position of power, who may also be tenants of the band, to interpret housing policies to their own benefit.

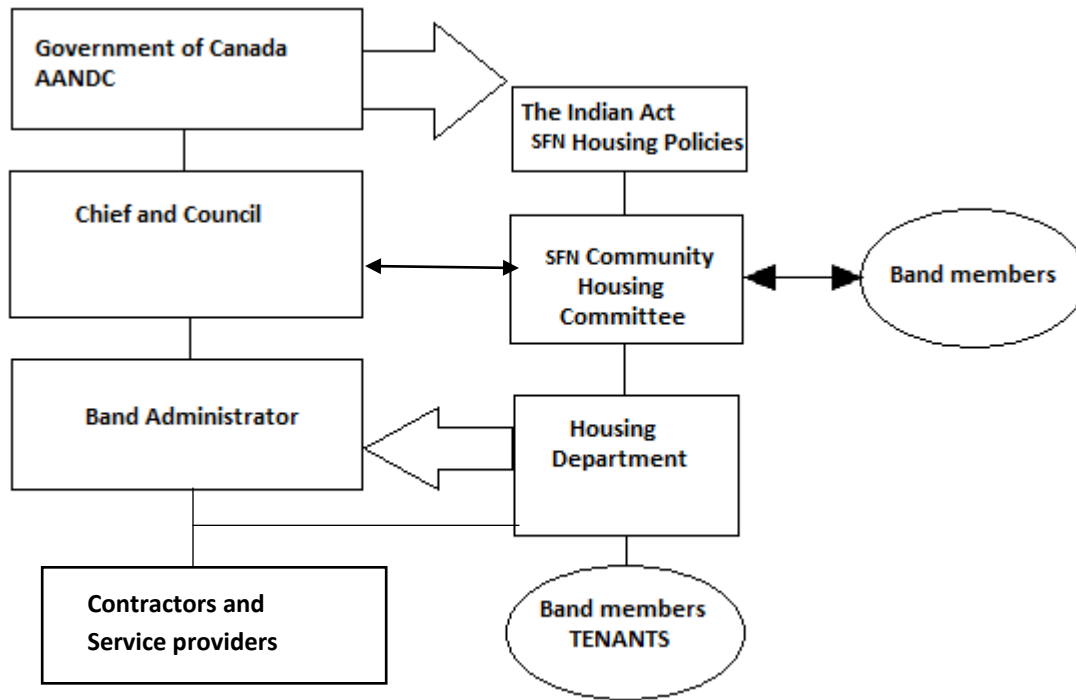
Role and Responsibilities of the Housing Coordinator

The Spuzzum First Nation Housing Coordinator will:

- Acquire and/or develop new housing units.
- Plan and create policies.
- Administer the day to day operations of the housing department.
- Respond to the housing needs of all community members.
- Acquire funding and financing for programs.
- Budget for program sustainability.
- Perform semi-annual maintenance inspections of housing units.
- Develop and deliver home maintenance workshops.
- Create a public awareness program related to housing.
- Fulfill monthly and quarterly reporting requirements.
- Develop processes for new home construction and rehabilitation of existing housing.
- Create strategies to address long-term operation and maintenance issues.

Governance and Reporting Structure

An effective governance system must incorporate processes that will result in sound management, good governance and principled leadership. The system must allow Housing staff to carry out their duties to manage and enforce the housing policies as mandated by the community. The system must include an appropriate communication structure between leadership and administration for the timely issuance of directives to the Housing Department, and a reporting system to monitor and evaluate the progress and quality of services provided by the department. The system should not allow daily involvement or interruption by Band Leadership in the day-to-day operations of the Housing programs and services. As described in the preamble, officers of the band are often tenants and as such, must be served by the Housing department in a fair and ethical manner.



The Housing Coordinator will consult Band Administration, the Community Housing Committee and Chief and Council, all of whom will follow the directives of the Indian Act and SFN Policies. The Housing Coordinator will report directly through Band Administration to Chief and Council. Housing decisions related to compliance, enforcement and interpretation of policies will be at the sole discretion of the Housing Coordinator. All decisions related to budgets, expenditures and contracts will be a result of consultation between Housing, Finance and Chief and Council

Role of Lands and Resources in Policy Development

SFN housing department organizes all aspects of housing delivery including land use planning for residential purposes, servicing, home construction, transportation, lighting, safety, fire protection, and other municipal type services. Housing Policy will coordinate with Lands and Resource Policy and consult the Land Use Plan to set out guidelines for lot servicing; water, wastewater, roads, and safety. Spuzzum First Nation has combined Land Use Planning with Housing Management and both roles are managed by a Housing and Land Use Manager.

Policy Development

The process of creating the comprehensive Housing Policy will require the collective efforts of Chief and Council, Band Administrator, community members, housing coordinator, finance, land and resource manager, band maintenance worker, legal counsel and numerous others that will emerge as the developmental process moves forward. The intent of the housing department is to communicate the completed Housing Policy to all community members and obtain ratified consensus of those members to ensure an adequate understanding of what the policy is intended to do, how it will be implemented, the structure of operations, processes and procedures for issues related to housing.

Mission, Vision, Core Values

Mission

The mission of Spuzzum First Nation Housing is to work with leadership and membership alike to provide secure, safe, and sustainable housing, through a strategy designed to contribute to the health and well-being of our band membership.

Vision

The Spuzzum First Nation Housing Program will be essential in the development of fair, equitable and sustainable housing strategies ensuring adequate homes of the highest possible value and quality.

Core Values

Transparency

We honor our band members, striving to always be honest, fair, trustworthy, respectful, and accountable in our actions.

Respect

We know that respect for others fosters a greater opportunity for understanding. Everyone in our community will be treated with dignity, regardless of thoughts, experiences, backgrounds, or perspectives.

Standards of Conduct

Housing policy sets acceptable standards of conduct for the Housing Department staff, administration, leadership and community. It is important that everyone involved in housing delivery has a clearly defined guide to professional behaviour.

Two critical aspects of professional conduct are:

1. That individuals should not profit from community programs and assets; and,
2. That private information is protected and accessible only to those authorized to access it.

Residential Tenancy Policies

1.0 SUBJECT: Eligibility

POLICY: Only Spuzzum First Nation members are eligible to buy, own, and/or rent to own houses on Spuzzum First Nation Reserve.

RATIONALE: Funding restrictions and legal requirements prevent non-band members from owning homes or land on Spuzzum First Nation reserve.

PROCEDURE: The SFN Housing application will not be provided or considered for non-band members, unless Policy 2.0 applies

2.0 SUBJECT: Eligibility Non-Band Members

POLICY: Non-Band Members caring for minor, very elderly (age 80+) or disabled band members are eligible to apply for rental housing.

RATIONALE: To ensure equitable access to housing is provided to all band members without discrimination.

PROCEDURE: Complete the Housing Application provided by the Band

3.0 SUBJECT: Application Process for rental housing

POLICY: Only those eligible in accordance to eligibility requirements as described in Policy 1.0 or 2.0 and meet the legal age requirement may apply for housing

RATIONALE: Housing funding is limited to band members who have reached the age of 19. The legal age in British Columbia, for most purposes, is 19 years of age.

PROCEDURE: Complete the housing application provided by the Band, ID may be requested as proof of age. Rental Housing application will be received on an on-going basis.

(Appendix 1- Application for Rental Housing)

4.0 SUBJECT: Application Process for New Housing

POLICY: Applications for New Housing will be allocated by Jan.1 of each year

PROCEDURE: Drop off complete application at the band office before December 15th each year. An acknowledgement of receipt will be issued by the person receiving it in the office. If an application is mailed, it must be registered.

Make sure the application is dated and registered with the Spuzzum First Nation Housing Department, a log book will be maintained indicating the date, applicant name and who received the application.

Initial all pages of the Housing Policy and Agreement indicating that you have read and understood them.

The Housing Department will mail a reply letter acknowledging receipt of the application. Letter of acknowledgement to be sent within 14 days of receipt of the application

It is the applicant's responsibility to notify, in writing, the Housing Department of any change in address, family composition, income level and any other relevant information.

(Appendix 2- Application for Rent to Own Housing)

5.0 SUBJECT: Prior to Occupancy

POLICY: Prior to moving into the house, the Housing Department will meet all new applicants to notify them of move-in date and review the Housing Policies.

RATIONALE: To ensure both parties are aware of their respective responsibilities. To provide the new tenants with the knowledge and basic skills to maintain their residence

PROCEDURE: Set up meeting with the Housing Department and review policies, expectations and maintenance handbook prior to occupancy date.

- Review and Sign the Tenancy Agreement
- Review rental payment plan
- Provide written proof of income to Housing Department
- An inspection shall be carried out with the tenant before the tenant occupies the residence.
- A pre-occupancy inspection report shall be signed by both the tenant and housing department personnel.)
- All new tenants will receive a Home Maintenance Handbook and the Housing Policies.

(Appendix 3- Tenancy Agreement)

6.0 SUBJECT: Continued Occupancy

POLICY: All tenants must renew their Tenancy Agreement annually.

RATIONALE: To ensure all information is updated and accurate

PROCEDURE: Ensure the Housing Department has received prior to March 31, a complete updated verification of income and family profile, each year. Failure to provide information will result in breach of contract and cause for eviction.

Verification and Documentation: Applicants and tenants shall be required to furnish proof of their statements when required by the housing department to reasonably assure accuracy. Certification by signing the application for continued occupancy shall be considered sufficient verification of the family composition at re-examination.

(Appendix 4- Verification Of Income)

(Appendix 5- Family Profile)

(Appendix 6- Application for Continued Occupancy)

7.0 SUBJECT: Occupancy Standards

POLICY: Dwellings are to be occupied in accordance with the standards set forth below. These minimum and maximum limits may be waived when necessary; these standards are based on the assumption that each bedroom will accommodate two persons.

In the event units containing bedrooms which are not large enough for two persons or which will adequately accommodate more than 2 persons, appropriate adjustments may be made in the application of these standards.	# of Persons – Minimum	# of Persons – Maximum
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Number of bedrooms

1	1	2
2	2	4
3	3	6
4	3	8
5	4	10
6	6	12
7	7	14

Dwellings will be assigned so as not to require a single parent to occupy the same bedroom with their children.

Dwellings will be assigned so as not to require the use of living-room for sleeping purposes.

RATIONALE: To ensure that unit are not over-crowded or underutilized, that the unit size is appropriate to meet the needs of the family.

PROCEDURE: CONTINUED OCCUPANCY: Tenants are required to provide annual updates for continued occupation.

Verification and Documentation: Applicants and tenants shall be required to furnish proof of their statements when required by the housing department to reasonably assure accuracy. Certification by signing the application for continued occupancy shall be considered sufficient verification of the family composition at re-examination.

8.0 SUBJECT: Selection Preference – Assignment of Rental Units

Selection Preference for Elderly Families: Elders will have preference for rancher style, 1 and 2 bedroom units or for units otherwise designated for Elderly.

Selection Preference Handicapped-accessible: Families with a member who is disabled or handicapped shall have preference over all other families, for units that are designated handicapped accessible.

9.0 SUBJECT: Unit Transfer

POLICY: If the size of a family has permanently changed so that the unit occupied is no longer appropriate, the housing department may require the family to move to a unit of appropriate size.

RATIONALE: to prevent the overcrowding that may occur as families grow and to prevent large units from being underutilized as family size is reduced.

PROCEDURE: The tenants will be given 3-months written notice that they will be transferred to a new rental unit. No families will be left homeless, if a unit is not readily available they will remain in their current rental unit until a more suitable unit is vacant.

10.0 SUBJECT: House Inspection

POLICY: The Housing Department will schedule at least 2 annual house inspections.

RATIONALE: House inspections form part of the overall maintenance plan, to ensure the home is in good repair and identifies areas needing attention and servicing. It also provides an informal opportunity to discuss with the occupants any concerns they may have regarding the residence.

PROCEDURE:

- The Housing Department must give the Tenant between 24 and 72 hours written notice stating exactly what hour they intend to enter the premises.
- If the tenant is not able to attend the day of the inspection, the housing department will enter the residence without the tenant,
- The Housing Department can enter the premises without notice and without the tenant's permission in case of emergency situations.
- The Tenant agrees to the Housing Department entering for good reason. The tenants consent is valid for one (1) month; after one (1) month, the Housing Department must again request permission.
- The Housing Department can enter the premises without notice if it has been reported or suspected that the Tenant has abandoned the home.
- Move out inspections; will be carried out with the vacating tenant. A conditions report will be provided to the vacating tenant, itemizing condition and costs of repairs that are the tenants' responsibility.
- Fire Safety Inspection; the housing department will arrange with the local volunteer fire department to carry out annual fire safety inspections. Tenants are expected to cooperate and correct fire safety issues identified by the inspector.

(Appendix 7- Move In/Move Out Inspection Report)

11.0 SUBJECT: House Locks

POLICY: Neither tenant nor landlord will change locks without prior notification.

- The Tenant will not change the house locks without approval of the Housing Department. Tenant must supply the landlord with copies of the keys for all rental units.
- The landlord may change the locks at any time with a minimum of 7-days notice to the tenant. The landlord must supply copies of the new keys to the tenant at no cost.
- The cost to have locks changed will be determined by reviewing circumstances leading up to the decision to change the locks.

RATIONALE: The Housing Department is responsible for securing the band housing assets. Tenants are expected to ensure their own safety and security of belongings. It is the responsibility of the tenant to report malfunctioning locking systems

PROCEDURE:

In an emergency such as break-in, the Housing Department may change the house locks. The Housing Department must render the new keys to the Tenant.

The Housing Department may not change the house locks because the Tenant has not paid rent. The tenant may wish to change the house locks for personal reasons; the tenant must obtain written consent from the Housing Department prior to changing the locks.

12.0 SUBJECT: Pet Ownership

This policy is attached to and forms a binding part of the Spuzzum First Nation Residential Tenancy Agreement.

TENANT OBLIGATIONS

Tenants may only keep pets on the residential property under the following conditions:

- 12.1** Only common house pets, including dogs, cats, fish, birds, and rodents such as guinea pigs and hamsters, are permitted. Farm animals, including chickens and rabbits, are prohibited.
- 12.2** The tenant may keep no more than **two** cats or dogs. More than one pet of any other species must be approved at the discretion of the landlord.
- 12.3** The tenant must notify the landlord when a new pet comes into the household.
- 12.4** The tenant must ensure that all pets receive proper veterinary care, including flea treatment and all appropriate inoculations (shots against diseases).
- 12.5** Ownership of “outside dogs” is discouraged. The tenant must not permit dogs to bark or howl in a manner that interferes with the use and enjoyment of property by the landlord, other tenants, or nearby residents or land users.
- 12.6** The tenant must ensure that areas where pets are housed are clean, safe and free of parasites, including fleas.
- 12.7** Pets are not permitted to run at large. The tenant must ensure that pets are under the control of the tenant at all times, i.e. on a leash or in a pen.
- 12.8** The tenant may not permit pets to endanger or disturb the landlord, other tenants, or nearby residents or land users, or to cause a nuisance to the neighborhood.

13.0 ENFORCEMENT

- 13.1** If the landlord provides written notice to the tenant that an animal is considered to be dangerous, the tenant must remove the animal from the residential property within a time frame set out in the notice, or if no time frame is specified, within 24 hours of receiving the notice.
- 13.2** Where the landlord considers that the presence of pet waste, feces, urine, or fleas on the residential property may compromise the health and safety of the landlord, other tenants, or nearby residents or land users, the landlord may provide the tenant with written notice requiring the tenant to clean and sanitize the residential property or otherwise remedy the situation. The tenant must comply with the notice within five days of receiving it. The landlord will inspect the premises at the end of the fifth day and, if the notice has been complied with, issue a notice of approval to retain the pets.
- 13.3** A violation of any of the conditions of this policy will result in a 30-day notice being issued to the tenant outlining measures to rectify the situation. If the tenant fails to follow the directives of the 30-day notice, the landlord may remove and dispose of problem animals or issue a monetary fine in the amount of \$25 per day until the situation is remedied. Failure to pay the fine or make sufficient alternate arrangements with the landlord may result in eviction with no further warning.
- 13.4** Tenants who repeatedly violate this policy may be banned from keeping pets, by written notice from the landlord, for as long as they are Spuzzum First Nation tenants.

RATIONALE: Recognizing the important contribution that pets can make to the lives of people who value and appreciate animals, this pet policy is designed to protect both the pet owner and non-pet owners, and to ensure that the animals themselves receive responsible care.

PROCEDURE: Tenants wishing to keep pets must sign the pet agreement .Failure to comply with any one of these policies will result in enforcement measures.

Any and all damages caused to the pet or the owner as a result of having a pet will be the responsibility of the tenant to repair. Failure to repair damages within a

specified time frame will result in the housing department making necessary arrangements for the repairs and charging the tenants account. Any unpaid charges will be considered as housing arrears, and subject to collections policy. Photographs of damages caused will be kept on file and attached to damage repair bill.

14.0 SUBJECT: Repairs - General Maintenance Policy

POLICY: General maintenance such as upkeep and repairs of the structure and major appliances shall be the responsibility of the Housing Department.

Tenants shall maintain the premises to acceptable standards by:

- Ensuring the property is free and clear of unsightly debris, household garbage must be properly disposed of, not stored in the yard or on the balcony of the home
- Yards or grounds are not to be used to store vehicles (whether in running condition or not). Refer to Policy 47.0
- Landscape; regular maintenance, the tenant is responsible to mow the lawn and maintain trees and shrubbery in good order and condition.
- Roads and walkways surrounding the premises must be kept clear of all obstruction.
- All minor repairs within the tenants' ability to carry out.
- The tenant will be responsible for all costs associated with repairs required due to misuse, negligence, whether intentionally or carelessly caused by the tenant or guests of the tenants.
- Housekeeping; Tenants must ensure the premises are kept in a condition that meets health and cleanliness standards.

RATIONALE: Increase the useful life of the house unit, meeting health and safety standards.

PROCEDURE: Tenants will be given written notice to carry out maintenance items for which they are responsible for.

Failure to carry out the required maintenance within a specified time as indicated by the Housing Department, the Housing Department may attend to the outstanding

maintenance issue and charge the tenant for doing so. The tenants account will be charged. Any unpaid charges will be considered as housing arrears, and subject to collections policy.

15.0 SUBJECT: Repairs - Emergency Policy

POLICY: Emergency services are required due to circumstances beyond the control of the tenant and Housing Department, which requires work that must be complete as soon as possible in order to protect the housing asset as well as protect the health and safety of the occupants or the surrounding community. This also includes work that will not threaten health or safety, must be complete as soon as possible in order to prevent collateral damage to the residential unit

RATIONALE: To ensure the housing assets are protected and address health and safety issues promptly and effectively.

PROCEDURE: The tenant is required to immediately notify the Housing Department of any serious problem(s)

- Serious problems include , but is limited to:
- No heat in winter months
- Serious flood
- Sewer Back-up
- Appliance failure
- Leaky roof
- Frozen pipe

After business hours and week-ends the tenant may contact the Housing Coordinator at the provided phone number. The Housing Coordinator will then dispatch authorized service companies as specified by the Housing Department. The Housing Department will pay for repairs if they fall under landlords responsibility. Tenants will be billed if they caused the problem.

16.0 SUBJECT: Repairs – Standard Maintenance Policy

POLICY: Spuzzum First Nation is responsible as the landlord for general repairs and maintenance to the rental unit.

RATIONALE: To ensure that all band-supplied appliances are in good working order and that the premises are maintained to acceptable standards.

PROCEDURE: The Tenant is required to fill out and submit the request for repairs/services form to the Housing Department so that the repairs can be scheduled. The Housing Department shall maintain a log of work-orders issued and repairs completed. Follow-up calls to tenants after services are complete to ensure that all work carried out is satisfactory and systems are functioning sufficiently.

(Appendix 8- Request for Repair)

17.0 SUBJECT: Renovations to Rental Units

POLICY: Tenants will not be permitted to renovate or modify a rental unit in any way. Tenants will not add/build or modify any permanent structures in the yard or environs of a rental unit.

RATIONALE: Modifications made to any band-owned residence may only be done so by the landlord, in compliance with applicable building code and carried out in a professional manner ensuring all safety precautions are adequate to protect the residence and community from harm and reduce liability.

PROCEDURE: Tenants wishing to have renovations or construction done to a rental home or yard must submit a request to the Housing Department. The Housing department will manage the renovation project if the work is deemed necessary.

18.0 SUBJECT: Storage of Combustibles, Explosives (Dangerous Goods)

POLICY: All dangerous goods must be stored in the proper manner; failure to do so may be cause for eviction

RATIONALE: Minimize hazards or threats to the safety of the tenant and community.

PROCEDURE: Tenants may keep on the premises fuel for the operations of small equipment. All fuel storage must be kept in a safe location away from any combustion. Under no circumstances will a tenant store fuel near hot-water tanks, furnaces or other heat source.

Hazardous goods include but not limited to:

Waste oils, paint, solvents, corrosive substances, batteries, fertilizer, pest control products such as rat poison, weed killer; disposal of such matter must be to approved disposal centre.

Ammunition for firearms is considered explosive;

- Only those licensed in accordance with the Firearms Act may store ammunition;
- Ammunition must be kept in a safe location.
- Under no circumstance will any firearm be stored loaded.

Tenants must obtain approval from the housing department if they require storage of more than 100 liters of fuel. And provide a written description of:

- The reason for the fuel and
- The location on the premises that this fuel will be stored.
- Storage containers must be clearly and easily identified as fuel containers.

Products combined for the production of “Meth” or evidence of drug lab, or any other form of illegal substance production is prohibited. Tenants face immediate eviction, criminal charges and costs to repair damages and loss of revenue that SFN may incur while the premises is uninhabitable

19.0 SUBJECT: Fire Arms Possession and Safe Storage

POLICY: The Housing Department may allow tenants to own or acquire a firearm. The tenant must be licensed in accordance with the Firearm Act, and all firearms must be registered. Discharge of firearms, pellet guns, slingshots, bow and arrows etc. is not permitted in the residential area.

RATIONALE: Spuzzum First Nation members supplement their diet with wild game & fowl, firearms provide them with the ability to continue this practice, as well there are a number of veterans in possession of weaponry as collectors' items from military service.

PROCEDURE: Tenants must notify the housing department that they are owners of firearms.

- Evidence of appropriate license may be required by the Housing Department.
- Tenants must ensure all firearms are stored separate from ammo in a locked cabinet/container on the premises.
- Tenants must ensure firearms are kept, unloaded in locked storage.
- No firearms shall be stored in any vehicle on the property.

20.0 SUBJECT: Protection of Ground Water and Septic fields

POLICY: Tenants are required to ensure measures are taken to protect groundwater and septic fields. Maps and plans are available at the band office.

RATIONALE: To protect tenant's health and safety.

PROCEDURE: Tenants must ensure that the groundwater and septic fields are not contaminated or jeopardized through negligence. (ie. Unauthorized digging, Spillage of contaminants, driving on septic fields, storage of vehicles, machinery, or hazardous/toxic materials.)

Failure to follow procedures to protect septic fields and groundwater may result in warning letters, monetary fines, and eviction or in severe cases criminal charges.

21.0 SUBJECT: Rent Collection

POLICY: Tenants are required to make monthly rental payment as determined by the terms and condition within the Tenancy Agreement.

RATIONALE: The Housing Department is required to ensure all maintenance and payment of housing related expenses. In order to facilitate this, tenants are required to make regular monthly rental payments

PROCEDURE:

- Rental Payments are due the 1st day of each month
- Place of Payment: Payments for rent can be made at the Band Administration Building, Finance Office.
- Form of Payment: Cash, Check or money order, no third party checks will be accepted
- NSF Checks: Checks returned for insufficient funds, the Spuzzum First Nation will add a charge of \$ 20.00 to the tenants account.
- Payroll Deduction: Employees of Spuzzum First Nation shall have all regular payments owed to the Band automatically deducted from their paycheck.

22.0 SUBJECT: Rental Arrears

POLICY: If a tenant fails to pay two or more months' rent or portion thereof; the Housing Department may resolve to take one or more of the following steps;

- Request the tenant in writing to meet with the Housing Department to establish a Rental Arrears Repayment Plan
- If the tenant is a Spuzzum First Nation Employee or Contractor, the Spuzzum First Nation may garnishee 25% of the tenants' income, which will be applied towards their rental arrears.
- If the tenant is a Chief or a Councilor, all of their honorariums and one half of their mileage may be applied towards the Rental Arrears
- Spuzzum First Nation may evict the tenant

RATIONALE: Rental Arrears financially affect the Spuzzum First Nation and all the band membership

PROCEDURE:

Spuzzum First Nation will notify the tenant, in writing of the steps to be taken by the Band. Prior to initiating legal proceeding against the tenant, the Housing Department will notify the tenant with a demand letter outlining

- The amount owed to the band
 - The procedures to make payments
 - The legal consequences of failing to make payment
-
- a) If a tenant is evicted from a Band owned house, the Housing Department will decide what interest if any the tenant has in the lot the house is located on.
 - b) Tenant who are financially capable of paying their rental arrears will pay interest on rental arrears at a rate of 10% per annum effective January 1, 2012
 - c) The Housing Department will not renovate or repair any homes of tenants in rental arrears unless the renovation or repair is required for safety, health or disabilities.

23.0 SUBJECT: Debt Collection - Repayment Agreement

POLICY: If a tenant's account becomes delinquent, the Housing Department may allow the tenant to avoid termination through the execution of a Repayment Agreement Plan.

RATIONALE: From time to time tenants may encounter difficulty meeting their financial commitments. The Housing Department will provide assistance and work with the Tenant by working out an affordable repayment plan.

PROCEDURE: Tenants are responsible for notifying the Housing Department immediately when they are unable to meet their financial commitment to pay rent.

- Together the Tenant and the Housing Department will work to resolve the unpaid rents by developing a repayment plan.
- The Housing Department may refuse to enter into a repayment agreement with a tenant who has broken previous repayment agreements.
- Repayment Terms: The repayment agreement term will not exceed 12 months. Repayment agreements exceeding 12 months must obtain the prior written approval of the Spuzzum First Nation Administrator.
- Down Payment: Execution of a repayment agreement may require a down payment of up to 25% of the total amount owed to Spuzzum First Nation; determination of the requirements for a down payment and the amount of down payment required will be at the discretion of the Band Administrator and/or Housing Manager
- Breach and Automatic Termination: Failure to make full and timely payments in compliance with the repayment agreement shall result in automatic termination without further notice or warning. Except when:

Avoiding Automatic termination by a showing of Good Cause;

Automatic termination may not be imposed if a participant provides documentation of good cause as to why the payments were not fully and timely paid. Determination of good cause shall be at the sole discretion of the Housing Department Manager.

(Appendix 9- Rental Arrears Repayment Plan)

24.0 SUBJECT: Termination of Tenancy by Landlord

POLICY: The Housing Department may terminate a tenancy for violation of these Policies and Procedures, or for violation of an agreement executed pursuant to these Policies and Procedures including a tenancy agreement and/or repayment agreement.

PROCEDURE: 30 Day Notice of termination will be issued to the tenant from the Housing Department for breach of the terms and conditions of their tenancy agreement and the housing department policies and procedures. Immediate termination may be issued if the Tenant or a person permitted on the residential property by the tenant has engaged in activity that;

- 24.1** Is illegal; in violation of federal law.
- 24.2** Has caused or is likely to cause damage to the landlord's property
- 24.3** Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property, or
- 24.4** Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord

25.0 SUBJECT: Termination of Tenancy by Tenant

POLICY: Tenants are required to provide the Housing Department with 30 days' notice to terminate the tenancy agreement and vacate the premises. Failure to provide sufficient notification to the Housing Department may compromise the tenants' ability to rent a home in the future.

RATIONALE: The Housing Department must ensure that the unit is prepared and ready for the next occupant, coordinate move out inspection and provide notification to selected applicant of unit availability.

PROCEDURE: 30 Day Notice of termination will be issued by the tenant to the Housing Department.

The Tenant and Housing Department will schedule a walk-through inspection of the premises prior to vacating a report from the housing department indicating areas of responsibility of the tenant.

The exiting tenant must ensure that the move out procedures are followed to avoid additional charges should the Housing Department have to carry out these responsibilities, this includes:

- rugs clean and vacuumed and shampooed if necessary;
- floors cleaned;
- walls cleaned;
- all electrical light bulbs functioning and in place and all fixtures whole and in place;
- refrigerator cleaned and left in good working order;
- stove cleaned on the interior, exterior and surrounding area and left in working order;
- all garbage removed from the premises inside and outside; and
- washer and dryer cleaned and left in working order.

26.0 SUBJECT: Eviction

POLICY: “Eviction Notice” is to be served to tenants of band property for breaching the terms and conditions of the tenancy agreement and the housing policy. The housing department shall provide at minimum, thirty (30) days’ notice unless it is determined that immediate eviction is required to protect the public order and safety of the band or to protect the property.

RATIONALE: All property financed under the housing department budgets are owned by the Band, therefore the band remains responsible and accountable for the proper use and maintenance of the housing asset.

PROCEDURE: For the purpose of determining evictions, the following will be deemed to represent “just cause” for the “Eviction Notice”:

Regular and serious damage to or abuse of the premises.

Regular and serious vandalism and mischief by a housing occupant and/or guest

- One (1) warning will be issued requiring them to repair the damage caused by them or their guests. A second offence or failure to comply with by making right will result in automatic eviction.
- The Housing Department retains the right to recover the cost of any repairs and damages by charging the tenants account.
(**Appendix 10- “Eviction Notice”**)

Home Ownership Policies

27.0 SUBJECT: Ownership Policy

POLICY: All houses and lots are band property and remain so until the property is eligible for Certificate of Possession (CP) and tenants meet eligibility requirements for home ownership. See Policy 29.0

RATIONALE: House loans are ensured by Spuzzum First Nation

PROCEDURE: Spuzzum First Nation signs all mortgage documents and makes a commitment to make payments.

28.0 SUBJECT: New Housing Application Renewal

POLICY: All housing applications must be resubmitted on or before December 15 of each year, see Policy 4.0

RATIONALE: To update application, to ensure that information is both current and accurate, and to ensure that applicants remain on the housing list.

PROCEDURE: The Housing Department will follow the same procedures for application renewal as for application deadline; in addition the housing department will maintain a log book indicating the date, applicant name and who received the application for all renewals.

29.0 SUBJECT: Criteria for Candidates for new housing

POLICY: The Housing Department will select those candidates for the new houses for the new fiscal year in order of priority; housing will be allocated according to the following priority list:

- The ability to pay rent/mortgage/utilities.
- Family Size/demographics (see policy 30.0)
- Current living conditions
- Availability and legal status of land)
- Initial Date of application
- Number of times applied (at least once per year)
- No outstanding debts to the band*
- The applicant must be willing to enter into/sign a Tenancy/Housing Agreement.
- Three references:
 - a) Previous Landlord
 - b) Employer
 - c) Personal
 - d) Other: ie. Teacher, Counselor etc.
- Successful completion of the Spuzzum First Nation “Housing Orientation Training”

RATIONALE: To make a fair selection from all candidates.

PROCEDURE:

All applications are received by the Spuzzum First Nation Housing Department. The Housing Department will review all housing applications and decide who qualifies for that years housing allocation.

Debts include:

- i. Willful damages to Band housing (including that done by guests)
- ii. Outstanding Hydro, phone and other utilities bills
- iii. Rental Arrears
- iv. Any other money owed to the Spuzzum First Nation for whatever reason.

v. Discharge from debt under the Bankruptcy and Insolvency Act would not preclude the band from considering a member's outstanding debt to the band as a factor for priority selection.

NOTE: Bankruptcy and Insolvency Act does not waive or void outstanding debts owed to the Band

30.0 SUBJECT: Priority List for new Housing Applications

POLICY: Family demographics determine priority according to the following list:

1. Married or common-law couples with children
2. Single parent with child/ren
3. Elderly 60+
4. Special needs
5. Single Adults
6. Married or common-law couples without children

RATIONALE: Spuzzum First Nation attempts to meet the greatest needs for housing

PROCEDURE: This list will be reversed every third housing project to ensure that bottom group will receive housing (as long as a project is viable).

31.0 SUBJECT: Criteria for Selection of Applicants for New Housing

POLICY: When the number of applicants is greater than the number of houses available, the Spuzzum First Nation Council will have to select the applicants. The following additional criteria will be as follows:

- Date of application
- Number of times applicant applied
- References
- Meeting with Housing Department

Note: Selected applicants will be required to make a damage deposit.

32.0 SUBJECT: Selection of Candidates for new housing

POLICY: The selection of candidates will occur after the number of housing units has been confirmed by INAC/CMHC or in the case of band funded housing, the finance department. Spuzzum First Nation Housing Manager will then notify applicants by:

1. Granting the application; or
2. Refusing the application

RATIONALE: To expedite the decision making process.

PROCEDURE: Within five (5) working days of disposing of the applications, after reviewing the application, the Housing Department will notify applicants, in writing, of its decision. The Housing Department will provide Applicants that are refused housing with the appeal policy, forms and notification of the time frame required to submit their appeal.

33.0 SUBJECT: Appeal Application/Selection

POLICY: Any applicants whose housing application is refused by the Housing Manager, may appeal the decision in writing, within **Five (5) working days** of receiving refusal

PROCEDURE:

1. The Housing Department will provide the applicant with a written decision and explanation along with supporting documentation (ie. selection criteria) as to why an applicant is refused.
2. Applicants will appeal directly to the Housing Manager

3. The Housing Manager and Band Administrator shall respond to the appeal within five (5) working days of receiving the appeal letter.
4. The Spuzzum First Nation Housing Manager shall upon request, assist applicants with the appeal process.
5. If the applicant is still not satisfied with the first appeal they may appeal to the Chief and Council. The Chief and Council shall respond to the applicant, within five (5) working days of receipt of the appeal. Chief and Council's decision is final.

(Appendix 11: Appeal Form)

34.0 SUBJECT: Selected Applicants' Requirements

POLICY: Selected applicants will be required to attend a Pre-development meeting. The selected applicants must meet with the Housing Department prior to construction to review the following:

This is a mandatory meeting where all interested stakeholders are required to attend to:

- Review all program guidelines, social housing policies, payment criteria, Tenancy Agreements and other documentation.
- Selection of approved housing plans
- Changes to interior design as long as the changes are in accordance with the program policy and the National Building Codes.
- Selection of Finishing materials; cabinets, counter tops, vanities, linoleum, carpets, laminate, siding, deck, lighting fixtures, plumbing fixtures etc..

RATIONALE: to ensure applicant is involved in the design and finish of the house.

PROCEDURE: Set up a meeting with the Housing Department. Note: No changes will be accepted after materials have been ordered. Applicant will sign a form confirming satisfaction with house plans and design.

35.0 SUBJECT: Selected Applicants-Right to Decline a House

POLICY: Selected applicants may decline accepting the house and lot prior to any work starting, without penalty.

RATIONALE: Applicants can change their mind.

PROCEDURE: Applicants will notify the Housing Department, in writing, of refusal as soon as they decline. The next person on the housing priority list can be offered the house and lot. A written decision to decline a house is final and binding.

36.0 SUBJECT: Selected Applicants- Re-applying after Declining a House

POLICY: Selected applicants who decline a house and/or a lot any time after start of construction will be required to re-apply, thereby starting the process over.

RATIONALE: Increased costs and inconvenience to next tenant.

37.0 SUBJECT: Building Sites –Serviced Lots

POLICY: Serviced lots have priority over underdeveloped lots

RATIONALE: Spuzzum First Nation is not responsible for servicing costs over the standards servicing allocation to ensure most cost effective project development.

Site selection will be prioritized:

1. Subdivision development with fully serviced lots
2. Unencumbered band land with Serviced lots,
3. Un-serviced lots subject to cost effectiveness and availability of funding.
4. Accessibility

PROCEDURE: Applicant must submit a Land request application for residential purposes. All lots must be serviced to meet National Health and Welfare Regulations.

Example: If a building lot is two (2) kilometers from services, the applicant is responsible for providing the necessary services to lot. This includes clearance requirements from road way, access, driveway and culverts, electrical, water, sewer and any other necessary site service requirements

38.0 SUBJECT: Building Sites – Surveys and Encumbrance checks

POLICY: All building sites must be unencumbered band lands, must have a surveyed legal description.

RATIONALE: Transfer of interest on Certificate of Possession (CP), or other forms of interest could cause a delay in project start. Interest must be signed over to the band in the form of a Consent and Undertaking, agreeing to vacate the unit and property in case of default. Avoid an increase in project expenses to survey out a portion of property from CP.

PROCEDURE: Confirm land status and obtain land status report from AANDC.

39.0 SUBJECT: Subsidies

POLICY: Only Band Members can receive housing subsidies

RATIONALE: Funding restrictions and legal requirements specify that only Spuzzum First Nation members can receive subsidies for houses located within Spuzzum First Nation Indian Reserve

PROCEDURE: The Spuzzum First Nation Housing Department must ensure that a person receiving a subsidy is a Spuzzum First Nation Member.

40.0 SUBJECT: Subsidy Refunds (Individual Loans Only)

POLICY: Subsidies stay with the house.

RATIONALE: Subsidies are issued to support the construction of housing for members.

PROCEDURE: In the event that a member sells their house to another member, the subsidy shall be subtracted from the gross purchase price of the house. The housing subsidy will remain with the house.

41.0 SUBJECT: Transfer of Interest –Band member to band member

POLICY: Rent-to-Own project participants may transfer of Interest to eligible members.

RATIONALE: Circumstances change where a resident in a band housing development may not be able to fulfill the terms of their agreement

PROCEDURE: Successors must meet all eligibility criteria and be willing and able to take on the responsibilities of the original participant.

If the named successor does not meet the eligibility criteria the housing department will assign a new participant to the unit.

42.0 SUBJECT: Ownership – Conveyance of Ownership Policy

POLICY: Once the mortgage has been paid off and if the Tenant meets the eligibility requirements, they are entitled to apply in writing for the Certificate of Possession (CP)

RATIONALE: Spuzzum First Nation remains legally responsible for all on-reserve housing, regardless of ownership. This policy ensures that home owners have the necessary capacity to maintain and insure their own home.

PROCEDURE:

Spuzzum First Nation will provide tenants with 2-months' notice when the mortgage on the house is approaching completion. An Application for Certificate of Possession will be enclosed with the notice, including a list of Eligibility Criteria. The Housing Coordinator will review the Application, review the Eligibility Criteria and if tenant is eligible, submit it to the Community Housing Committee for approval. If approved, a BCR will be requested from Chief and Council. If the applicant is deemed not eligible, the house will remain "band owned" and rents will continue on the unit.

43.0 SUBJECT: Eligibility Criteria for Home Ownership

- Applicant must have rented and occupied the house for a minimum of 15 years.
- Applicant must not have paid rent through SA for more than 3 months of any calendar year during the tenancy.
- Applicant must not have sublet the unit at any time during the tenancy without written approval from the band.
- Applicant must notify the band if the house will be left vacant for more than 30 days
- Tenant must provide name and contact info for the person who will maintain the property in their absence.
- Applicant must not have more than 5 complaints in their tenant file (1/year max.)

- The house must pass a health and safety inspection, checklist available upon request.
- Applicant must provide Proof of Sustainable Income
- Applicant must provide Proof of Home Insurance
- Applicant must attend at least one (1) Home Maintenance Workshop

Those approved for Home Ownership will remain on probation for 1 calendar year, during that time:

- Homes and yards must be maintained.
- Houses will be inspected after 6 months.
- Applicants must not have been found at fault in any complaints either filed by them or against them.
- Home Owners must provide the Spuzzum First Nation housing department with proof of house insurance annually for as long as they reside on reserve lands.

Upon the successful completion of the probationary period, the conditions for transfer of CP shall be removed and the tenant will assume sole legal title of the property. If the tenant fails to abide by the conditions and criteria for ownership, the band will reassume possession of the home and the tenant must sign a tenancy agreement in order to continue occupancy in the same property or any other band owned rental property.

The Granting of a CP at the date of the maturity of a mortgage is at the sole discretion of Chief and Council. Request for a CP is not a guarantee that the CP will be granted

44.0 SUBJECT: Ownership Rights Policy

POLICY: Non-Band members do not have unconditional rights to any property located within Spuzzum First Nation reserve.

RATIONALE: Spuzzum First Nation lands and properties are held for the exclusive use and benefit of Spuzzum First Nation Members

PROCEDURE: For a definition of member, please refer to Spuzzum First Nation Registry Group.

Spuzzum First Nation may grant occupancy of a home to non-band members under one or more the following conditions:

- That the home be willed to a band member
- That the home be rented or leased to a band member
- That the home is sold to the Spuzzum First Nation
- That all of the conditions outlined in Policy 2.0 applies

45.0 SUBJECT: Ownership Interest/Equity Policy

POLICY: Non-members, married or common-law to band members, who have personally contributed to house payments may be entitled to compensation under the Family Homes on Reserves and Matrimonial Interests or Rights Act as outlined in the Statutes of Canada 2013, Chapter 20 and reserve the right to seek legal damages through Supreme Court of Canada.

RATIONALE: Spuzzum First Nation cannot and will not assume any financial responsibility for relationship breakdowns influencing housing. Spuzzum First Nation will not be involved in any property disputes related to the break-down of relationships except as directed by a court.

NEW POLICIES UNDER REVIEW

46.0 SUBJECT: Recreational Vehicles-STORAGE and OCCUPANCY

NOTE- This policy comes into full effect as of Sept 1, 2015 as it applies to existing camper/RV, 5th wheels, campers and trailers currently parked on Spuzzum First Nation reserve lands.

46.1 STORAGE

- A recreational vehicle may be locked and stored unlicensed on rental property for a period of time not to exceed six months. After which time Recreation vehicles must show valid storage insurance stickers to remain stored on rental property.

Or, owners may choose to store Recreational vehicles on vacant lots if:

1. They are owned by a Spuzzum First Nation Band member, and
2. The owners complete an application for lot rental and, if approved,
3. Pay pad rent in the amount of \$ 80/month, on a month to month basis.

While in storage the RV must not be occupied. If it is determined that someone is living in the RV while stored, this is grounds for immediate 24-hour eviction of the person/persons living in the RV. If the vehicle is stored on rental property, SFN Housing may also serve a 30-day eviction notice to the renters of the rental property

(Appendix 12: Application for Lot Rental)

46.2 OCCUPANCY

- No camper/RV, 5th wheel camper or trailer shall be used for residential purposes, except that visitors with such vehicles may sleep in them for a period not to exceed nine days.
- Extended Visitor's Permits for rent free stays in an RV beyond 9 days and 30 days may be granted upon application to the Spuzzum First Nation Housing

Department. Only one Extended Visitors Permit will be granted per year for an applicant and/or RV.

(Appendix 13- Extended Visitor's Permit- for rent free stays from 9-30 days)

Only 1 (one) per year allowed per RV

- A special one-time only **Extended Stay Permit** for stays beyond 30 days up to **6 months** at a rate of \$150/month for a recreational vehicle may be granted by the SFN Housing Department under the following conditions:

(Appendix 14- Extended Stay Permit- stays from 30 days to 6 months) -\$150/mo

Permit granted based on the following criteria:

1. Applicant is on the current waiting list for housing.
2. Person/persons currently living in recreational vehicles under an Extended Stay Permit must not decline housing when it is offered.
3. The RV is parked on a separate serviced lot and the owner of the vehicle has applied for tenancy and signed a tenancy agreement with the SFN Housing department.
4. Pad rent will be payable at a rate of \$150/month (max.of \$900/ 6 months) this may be paid in one lump sum or on a month to month basis.
5. Prior to the approval of an Extended Stay Permit, RV is subject to a health and safety inspection by First Nation Health Authority.
6. Extended Stay Permits are only in effect for up to 6 months.
7. Extended Stay Permits are not renewable
8. Extended Stay Permits are not subject to extensions and are not subject to Appeal.

9. When the Extended Stay Permit expires the vehicle must be vacated and:

- a) removed from reserve lands, or
- b) locked and put into storage unlicensed on an existing Residential lot (with a house) for a period of time not to exceed 6 months, or indefinitely with valid storage insurance.
- c) stored on a vacant lot under a new tenancy agreement at a rate of \$80/month.

10. While in storage the RV must not be occupied. If it is determined that someone is living in the RV while stored, this is grounds for immediate 24-hour eviction of the person/persons living in the RV. If the vehicle is stored on rental property, SFN Housing may also serve a 30-day eviction notice to the renters of the rental property.

47.0 SUBJECT- Abandoned, Uninspected, Unlicensed, Inoperative, Discarded or Junked Motorized Vehicles

POLICY: Any vehicle that is:

- a. Without license plates and current insurance stickers.
- b. Being parked on reserve land, or on rental property for the purpose of resale/recovery of used parts
- c. Wrecked, discarded or dismantled;
- d. Left unattended for more than 48 hours on property of another, if left without permission of the property owner.

Shall be considered Abandoned, Uninspected, Unlicensed, Inoperative, Discarded or Junked Motorized Vehicles

With respect to any vehicle not required to be licensed or not usually used on the public highways, (example: farm tractors, bobcats, backhoes, skidoos, motorized boats, RVs etc.) the fact that such vehicle has remained unused for more than six

months and is not in condition to be removed under its own power shall be presumptive evidence that such vehicle is an abandoned, junked and/or inoperative vehicle.

RATIONALE: The outside storage of abandoned, uninspected, unlicensed, inoperative, discarded or junked vehicles on band- owned properties is a source of annoyance to members of the public and to owners and occupants of adjacent land.

The outdoor storage of such vehicles on reserve is unsightly and constitutes an attractive nuisance to children and a peril to their safety. This policy is intended hereby to protect the health and safety of our membership and to curb the deterioration of the community environment.

PROCEDURE: No property shall be used for the outside storage of abandoned, uninspected, unlicensed, inoperative, dismantled, partially dismantled, discarded or junked vehicles beyond 30 days except with a Permit for Vehicle Storage or Restoration from Spuzzum First Nation, at a cost of \$25/year.

To qualify for a Permit for Vehicle Storage or Restoration, the applicant must agree to:

- a) Maintain a valid insurance sticker, (storage insurance is very inexpensive)
- b) Provide an estimated date for when the vehicle will be roadworthy, sold or removed.
- c) Have the vehicle stored to the side or behind the house or fence, out of view of the roadway.
- d) Have the vehicle stored under cover, tarps or car covers when it is not being worked on.

(Appendix 15-Permit for Vehicle Storage or Restoration)

- The permit may be obtained for a processing fee of \$25/yr.
- The permit is valid for one year
- The permit may be renewed as long as all conditions of Policy 47.0 have been met.

