



2008

Seabird Band Island

Social Housing Policies and Procedures Manual

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Seabird Island Band: Social Housing Policy:
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 electors of the band, and
 - b. a power conferred on the council of a 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 a 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. Giving Notice:

Landlord Serve Notice to End Tenancy

A landlord must serve 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 mail box 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 is 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", the term "illegal activity" 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 use the property

11. "Member of Band" or "Band Member" means a person whose name appears on a Band List or who is entitled to have his name appear on a Band List;

12. "Quite Enjoyment" Tenant rights to quite 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 purposes, free from significant interference.
 - Substantial interference with the enjoyment of the premises for all usual purposes.

A landlord must provide quite enjoyment to all tenants. Tenants must make sure they or their guests do not unreasonably disturb other occupants.

13. "Rent": 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):

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):

Requires tenants to provide verification of income for annual re-evaluation and adjustment to rental rates. Rents are set based on criteria outlined in the program operating agreement with CMCH. Whereby the annual gross income for the household less eligible adjustments and 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
Examples:
• Entering the premises frequently, or without notice or permission;
• Unreasonable and ongoing noise;
Persecution and intimidation
• Refusing the tenant access to part of the rental premises;
• Preventing the tenant from having guests without cause;
• Intentionally removing or restricting services, or failing to pay bills so that services are cut off;
• Forcing or coercing the tenant to sign an agreement which reduces the tenant's rights; or
• Allowing the property to fall into disrepair so that tenant cannot safely continue to live there.
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"
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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3. That the home is sold to the Seabird Island Band

SUBJECT: **Ownership Interest/Equity** **Policy No. 2.3**

POLICY: Non-members, married or common-law to band members, who have personally contributed to house payments are not entitled to compensation, from the Band should a relationship break up and the non-band member is forced to move from a property within the Seabird Island Band reserve

RATIONALE: Seabird Island Band cannot and will not assume any financial responsibility for relationship breakdowns influencing housing.

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SUBJECT: **Criteria for Candidates** **Policy No. 4.0**

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:

1. Family Size (see policy 4.1)
2. Current living conditions
3. Availability and legal status of land (see policy No. 9.0, 9.1)
4. Date of application
5. Number of times applied (One per year)
6. The ability to pay rent/mortgage/utilities.
7. No outstanding ***debts to the band****
8. the applicant must be willing to into a Tenancy/Housing Agreement.
9. three references:
 - i. Previous Landlord
 - ii. Employer
 - iii. Personal
 - iv. Other: ie. Teacher, Counselor etc..
10. Successful completion of the Seabird Island Band "Housing Orientation Training"

RATIONALE: To make a fair selection from all candidates.

PROCEDURE: 1. All applications are received by the Seabird Island Band
Housing Department.
and decide 2. The Housing Department will review all housing applications
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 Seabird Island Band 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.

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SUBJECT: Priority List for Housing Applications Policy No. 4.1

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: Seabird Island Band 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).

SUBJECT: Criteria for Selection of Applicants Policy No. 4.2

POLICY: When the number of applicants is greater then the number of houses available, the Seabird Island Band Council will have to select the applicants. The following additional criteria will be as follows:

1. Date of application
2. Number of times applicant applied
3. References
4. Meeting with Housing Department

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

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SUBJECT: **Appeal Application/Selection** **Policy No. 6.0**

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 (Appendix 2: Appeal Form)

PROCEDURE:

1. The Housing Department will provide the applicant with a written decision and explanation along with supporting documentation as to why an applicant is refused.
2. Applicants will appeal directly to the Housing Manager
3. The Housing Manager and Band Manager shall respond to the appeal within five (5) working days of receiving the appeal letter.
4. The Seabird Island Band 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.

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SUBJECT: **Conflict of Interest Guidelines** **Policy No. 7.0**

POLICY: All Band representatives and employees of the Seabird Island Band must ensure that they remove themselves from decisions where a conflict of interest situation exists. Some of these situations are identified below:

1. Hiring staff where one of the persons involved in the hiring process is applying for the job or an immediate family member of the person who is applying for the job.
2. Delivery of programs and services where one of the persons involved in the process is the recipient or an immediate family member of a recipient.
3. Where an action is anticipated against an individual for an offence under a by-law or other unlawful conduct and one of the members of the board/committee contemplating disciplinary action is the same individual or immediate family member of the person allegedly committing the offence.
4. Where a staff member is on Council and Council is engaged in business or decisions which effect employee benefits, rate of pay, colleague evaluations, or their own program evaluation.

PROCEDURE: In any of the above listed situations, the person who has a conflict of interest must remove themselves from the decision making process. In some cases they may remain involved in the process due to the nature of their position, or as a result of information that they may have to broaden the scope of the situation that is being presented; however, they must always remove themselves from the decision itself.

Other Areas of Conflict of Interest are:

1. Where an employee is conducting personal business during working hours. Such activity must be minimized and not allowed to interfere with Band business.
2. Where an employee accepts cash, prizes, trips, promotions and other tangibles offered to them in reward of duties performed by virtue of their appointment. Such gifts should be returned (gifts to the Band may be accepted with full disclosure).

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- SUBJECT:** **Selected Applicants (Declining a House) Policy No. 8.2**
- POLICY:** Selected applicants who decline a house and a lot anytime after start of construction will be required to re-apply, thereby starting the process over
- RATIONALE:** Increased costs and inconvenience to next Participant

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Agreement, (No unresolved violations of the terms and conditions of the tenancy within 6 months of application of RAS)

f. Satisfactory response to notices of violations, no second notice.

2. Termination of Assistance

a. The Seabird Island Band Chief and Council may terminated or modified this policy at any time

b. Depletion of the funds set aside to support the program.

c. Participant fails to meet their rental payment obligation.

d. Participant breaches the terms of their tenancy agreement.

3. Amount of Assistance

a. Assistance will not exceed 15% of the total tenant rent.

b. Seniors of the age of 65 and older are eligible to receive the maximum assistance of 15%.

4. Appeal

Applicants whose rental assistance subsidy application has been denied may appeal, Housing Appeal policy No. 6.0 will be observed for this purpose.

SUBJECT: **Transfer of Interest** **Policy No. 10.2**

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.

Participants do not earn equity in band housing projects.

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SUBJECT: **Prior to Occupancy** **Policy No. 11.0**

POLICY: Prior to moving into the house, the Housing Department will meet all new applicants to notify them of move-in date and carry out the tenant orientation which will include but not necessarily be limited to:

1. Review and Sign the Tenancy Agreement
2. Review rental payment plan
3. Notify in writing any changes of income to Housing Department (appendix 5: Verification of Income)
4. An inspection shall be carried out with the tenant before the tenant occupies the residence.
5. A pre-occupancy inspection report shall be signed by both the tenant and housing department personnel. (Appendix 6: Housing Inspection Move in/out)
6. All new tenants and future owners are required to complete a new homeowners training that includes;
 - a. Review of Seabird Island Band Housing Policies & Procedures
 - b. Review of all the agreements to be signed by the tenant
 - c. A course on basic house maintenance and repairs.
7. Project Operating budget and agreement overview of project requirements.

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 (Appendix 7: Maintenance Schedule)

PROCEDURE: Set up meeting with the Housing Department and take the training program prior to occupancy date.

SUBJECT: **Continued Occupancy** **Policy No. 11.1**

POLICY: All tenants must sign a new Tenancy Agreement, provide a complete updated verification of income and family profile (Appendix 8: Family Profile)

RATIONALE: To ensure all information is updated and accurate

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PROCEDURE: Ensure the Housing Department has received the documents by March 1, each year.

Note: Failure to provide information will result in breach of contract and cause for eviction.

SUBJECT: **Occupancy Standards** **Policy No. 11.2**

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.

Number of Bedrooms	# of Persons – Minimum	# of Persons – Maximum
0	1	2
1	1	2
2	2	5
3	4	7
4	6	9
5	8	11
6	10	14

Occupancy with respect to persons of the opposite sex; dwellings are to be assigned so that it will not be necessary for persons of opposite sex, other than husband and wife, to occupy the same bedroom.

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, except in 0-bedroom units.

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Selection Preference for Elderly Families: Within each preference category 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 disable or handicapped shall have preference over all other families, for units that are designated handicapped accessible.

Unit Transfer: Transferring an existing family to a vacant unit is allowed if the number of members 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.

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.

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.
Waiting List: Applicants assessment of unit requirement and placement on the waiting list.

SUBJECT: **Insurance** **Policy No. 11.3**

POLICY: The Seabird Island Band, as owner will bear the cost of fire insurance for the home and chattels as specified in the Tenancy Agreement. The cost of personal content insurance will be borne by the Tenant.

The tenant will indemnify and save the band harmless for all liabilities, fines, suites and claims of any kind for which the Band may be liable or suffer by reasons of the Tenant's occupancy of the premises.

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RATIONALE: To minimize risk and loss of band housing assets by the negligence of tenants and/or their guests

PROCEDURE: Procedure

1. 100% of the deductible will be charged the Tenant for claims as a result of willful damage (vandalism), negligence
2. The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences.

Clause added to Tenancy at # 14:

The tenant will not do or omit to do something which will render void or void able any policy of insurance on the premises. The tenant will indemnify and save the band harmless for all liabilities, fines, suites and claims of any kind for which the Band may be liable or suffer by reasons of the Tenant's occupancy of the premises.

Note: The tenant is responsible for the actions and activities of persons permitted on the premises, therefore the above clause includes guest or other persons frequenting the rental property.

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SUBJECT: Pets Policy No. 15.0

POLICY: The tenants will be permitted to have pets as long as the pets are;

1. Common household pets, these include dogs, cats, fish, birds, rabbits and rodents such as guinea pigs and hamsters, kept as companion animals.
2. Tenants will be allowed to keep no more then 2 cats and or dogs, more then one pet of any other species will be approved at the discretion of the Housing Department.
3. Looked after properly in a safe, sanitary and healthy manner.
 - a. All pets must receive proper veterinary care, including all appropriate inoculations, (Shots against diseases)
 - i. All adult dogs and cats must be spayed or neutered.
 - b. Must be will groomed and bathed regularly to avoid flea infestation
 - c. Must be given a healthy diet and exercise according to their needs
 - d. Areas where pets are housed must be clean, safe and free of parasites, including flees.
4. Not a threat to the landlord or other occupants, community or other animals.
5. Not disturb the enjoyment of other occupants or cause a nuisance to the neighborhood.
 - a. Tenants whose pet(s) are determined by the Housing Department to be disturbing others must remedy the situation immediately.
 - b. A notice will be issued to the tenant to rectify the situation, failure to remedy the situation within a specified time will receive a 30 day notice to remove the pet from the premises.
6. Not cause damage to the residential property.
7. Must be under to control of the owner, (ie. Leashed, tied or penned in secure area).

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8. Dose not require modification to the residential unit or grounds to accommodate the pet;
 - a. Tenants wishing to keep pets that require construction of pens, fencing or other structures to accommodate the pets must obtain the permission and approval from the Housing Department prior to obtaining the pet or making such modifications. Costs associated with this will be the responsibility of the tenant as will dismantling, demolition and disposal of the structure.

9. Not livestock, or animals of a farming nature (ie. Horses, cows, pigs, chickens etc.), breeding stock or bee keeping are not permitted.

A pet damage deposit will be required for each pet.

3 month probationary period with periodic home-visits by the housing department

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 (Appendix 10: Pet Agreement). Failure to comply with any one of these policies will result in termination of the tenancy agreement.

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. The tenants account will be charged. 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.

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SUBJECT: **Repairs - General Maintenance** **Policy No. 16.0**

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

Tenants shall provide the basic upkeep of the home, including but not limited to:

1. 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
2. Yards or grounds are not to be used to store vehicles (whether in running condition or not). Vehicles which have been in non-running condition for more than 30 days must be disposed of.
3. Landscape; regular maintenance, the tenant is responsible to mow and water the lawn and keep the lawn and flower beds and shrubbery in good order and condition.
4. Sidewalks surrounding the premises must be kept clear of all obstruction.
5. All minor repairs within the tenants ability to carry out
6. Tenants are responsible to report and request repairs and services required to ensure the structure and systems are in good working order.
7. 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.
8. Housekeeping; Tenants must ensure the premises are kept in a condition that meets health and cleanliness standards.

RATIONALE: Increase useful life of the house unit, meets 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

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SUBJECT: **Repairs – Standard Maintenance** **Policy No. 16.2**

POLICY: From time to time things wear out that are the Housing Departments responsibility to repair. If it is a non-emergency, notify the Housing Department as soon as possible.

RATIONALE: To ensure that all supplied appliances and premise condition are kept in good working order

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.

All requests for maintenance shall be made through completion of a work-order form:

1. Work orders are prepared on 3 part form; (Supplier, Tenant File & Finance)
2. The Housing Department shall maintain a log of work-orders issued
3. Work orders assist in schedule priority of work by house department maintenance.
4. Follow-up calls to tenants after services are complete to ensure that all work carried out is satisfactory and systems are functioning sufficiently.

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SUBJECT:	Renovations	Policy No. 17.0
POLICY:	No renovations to the residence may be made without the written consent of the Housing Department	
RATIONALE:	Modifications made to any residence must be done so in compliance 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 renovate the premises must submit a request to the Housing Department, the request must indicate: <ol style="list-style-type: none">1. The nature of the renovations, drawings, cost estimates, contractor name and business information (ie. WBC #/Business Lic. # etc), and the reason why the renovation is required, the tenant must also provide verification that they have sufficient financial resources to carry out the work.2. The Tenant must meet with the Housing Manager to discuss the renovation plan3. All renovations must meet the National Building Code requirements4. The Tenant must have funds for renovations before project approval by the Housing Department.5. The Housing Department will provide the tenant with a letter of acknowledgement or receipt of their request for renovations, arrange for inspection and provide follow-up inspection during renovation and upon completion.	

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SUBJECT: **Storage of Combustibles, Explosives Policy No. 18.0
(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 are 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 then 100 liters of fuel.

- 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 immediately eviction, criminal charges and costs to repair damages and loss of revenue the band may incur while the premises is uninhabitable

Seabird Band Island

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SUBJECT: **Rental Arrears** **Policy No. 20.0**

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;

1. Request the tenant in writing to meet with the Housing Department to establish a Rental Arrears Repayment Plan
2. If the tenant is a Seabird Island Band Employee or Contractor, the Seabird Island Band may garnishee 25% of the tenants' income, which will be applied towards their rental arrears.
3. 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
4. Seabird Island Band may evict the tenant

RATIONALE: Rental Arrears financially affect the Seabird Island Band and all the band membership

PROCEDURE:

1. Seabird Island Band will notify the tenant, in writing of the steps and consequences to be taken by the Band
2. Prior to initiating legal proceeding against the tenant, the Housing Department will notify the tenant with a demand letter outlining
 - a. The amount owed to the band
 - b. The procedures to make payments
 - c. The legal consequences of failing to make payment
3. If a tenant is evicted from a Band owned house, the Housing Department will decide what interest if any does the tenant have in the lot the house is located on.
4. 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, 1998
5. Paragraph 4 does not apply to rental arrears that are being paid through Rental Arrears Repayment Agreements entered prior to January 1, 1998
6. 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 handicap reasons
- 7.

Policy Developed : February 2000
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Revision No. # 1
Revision Review: February 25, 2008

Seabird Band Island

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SUBJECT: **Debt Collection - Repayment Agreement Policy No. 20.1**

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.

1. The Housing Department may refuse to enter into a repayment agreement with a tenant who has broken previous repayment agreements.
2. Repayment Terms: The repayment agreement term will not exceed 12 months. Repayment agreements exceeding 12 months must obtain the prior written approval of the Seabird Island Band Manager.
3. Down Payment: Execution of a repayment agreement may require a down payment of up to 25% of the total amount owed to the Seabird Island Band; determination of the requirements for a down payment and the amount of down payment required will be at the Discretion of the Housing Department Manager.
4. Breach and Automatic Termination: Failure to make full and timely payments in conformance with the repayment agreement shall result in automatic termination without further notice or warning.

Note: 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.

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Seabird Band Island

Social Housing Policies and Procedures Manual

SUBJECT: Termination of Tenancy by Landlord Policy No. 21.0

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 illegal activity that;

1. Has caused or is likely to cause damage to the landlord's property
2. 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
3. Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the landlord

SUBJECT: Termination of Tenancy by Tenant Policy No. 21.1

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 will waive the return of any damage deposit.

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.

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Revision Review: February 25, 2008

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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.
7. Disturbing the peace, no tenant has the right to disturb the his or her neighbors
 8. Repeat abandonment of the house
 9. Failure to maintain utilities, heat and power
 - Two (2) warnings, a third offence will result in eviction notice
 10. Breach of the terms and conditions of the tenancy agreement, after having been given a warning;
 - Three (3) warnings per year for various offences, a fourth offence will result in eviction notice.
 11. The Housing Department will upon issuing a letter of warning provide copies of previous warnings as attachment to current warnings.

CONSEQUENCES

Tenant evicted from band property for reasons other than monies owed; will not be allowed to apply for housing for a minimum of two (2) years.

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- SUBJECT:** **Serving Notices & Warnings** **Policy No. 22.1**
- POLICY:** The Housing Department must serve notices and warnings to tenants for breaching the terms and conditions of the tenancy agreement and /or the Housing Policies
- RATIONALE:** Documentation of incidents and activities that are in contradiction of their agreement, and provide opportunity to the tenant correct behavior.
- PROCEDURE:** A Housing Department must serve Notice and warnings 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 mail box 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 is 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.

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Seabird Island Band Housing Policy List of Appendixes

- Appendix 1 Housing Application
- Appendix 2 Appeal Form
- Appendix 3 Supplementary Specifications
- Appendix 4 Land Request Application for Residential Purposes
- Appendix 5 Verification of Income
- Appendix 6 House Inspection
- Appendix 7 Tenancy Agreement
- Appendix 8 Family Profile
- Appendix 9 Maintenance Schedule
- Appendix 10 Occupancy Standards
- Appendix 11 Pet Agreement
- Appendix 12 Application for Home Based Business
- Appendix 13 Appeal: Letters of Warning
- Appendix 14 Application: Rental Assistance Subsidy
- Appendix 15 Tenant Orientation Handbook

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