



# **Tla-o-qui-aht First Nations Housing Policy and Procedures Manual**

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**Prepared by:  
Tla-o-qui-aht Community Development Advisory Group with  
David Nairne + Associates Ltd.**

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### APPENDICES:

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## INTRODUCTION

### Purpose

The purpose of this Housing Policy is to allow housing decisions to be made in a fair impartial manner. It also informs our community members about their responsibilities as well as those of the Housing Coordinator on behalf of the Chief and Council of the Tla-o-qui-aht First Nations (TFN).

### Values

These values are reflected in our housing policy and in the housing services we provide to our members.

- Individual responsibility
- Choice
- Affordability
- Quality
- Creating self-sufficiency and economic opportunities with our housing program

### Challenges

Key challenges which the housing policy addresses include:

- extending the life expectancy of existing houses to maximise the use of housing resources
- considering a new decision making structure for how housing decisions are made
- strengthening policies and procedures for addressing rent arrears

### Effect of the Housing Policy

The Housing Policy takes effect on October 8, 2009 (date adopted by Council and membership). It will be applied retroactively and will impact existing houses as well as new applications to the TFN housing program.

### Review of Housing Policy

Amendments to the housing policy will be recorded and stored with the policy. Every year, the Housing Coordinator will consolidate the amendments into the policy.

The Housing Policy will be reviewed annually by the Housing Committee to ensure that it is still relevant. Any revisions agreed upon by the Committee should be incorporated during the annual consolidation of amendments.

### How Decisions are Made

All applications for lots, housing grants and renovations will be made to the Housing Coordinator. The Housing Coordinator will assess the application according to the Housing Policy and will place the household on the appropriate waiting list. At least once per year (or more if funding permits), the Housing Coordinator will provide the Housing Committee with the list of households in each category (lots, houses and renovations) eligible for funding.

The Housing Committee will meet to consider the list and will forward recommendations to the Council. When the number of applicants in a given year exceeds available funding, the

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Committee will decide which should receive funding with reasons for the decision based on the Housing Policy.

The Council will review the Housing Committee's recommendations and, if accepted, the funding will be allocated. If Council does not accept the recommendations, they will be sent back to the Committee with the reasons why.

Decisions about who gets lots, housing and renovations will be made by the Council, based on recommendations from the Housing Committee and the Housing Policy.

**Forms and Letters**

Forms and letters which support this Housing Policy are included in Appendix I of this Policy.

**Roles and Responsibilities of Housing Committee**

Refer to the Housing Committee Terms of Reference included in Appendix II of this Policy.

**Roles and Responsibilities of Housing Coordinator**

Refer to the Housing Coordinator Job Description included in Appendix III of this Policy.

**Tenancy Agreement**

Refer to the Tenancy Agreement included in Appendix IV of this Policy.

**Housing Standards**

Refer to the Housing Standards included in Appendix V of this Policy.

## 1.0 APPLICATION PROCEDURES

Only Tla-o-qui-aht First Nations' citizens are eligible to rent or own a house on Tla-o-qui-aht First Nations' territory, as per the Membership Code. Please refer to Section 6.1 and 6.2 for details on short-term rentals and sub-lets.

TFN citizens must be 19 years of age or older to apply for funded housing.

TFN Council will establish and enforce Housing Standards which will apply to all homes built on TFN land. The standards will include the requirement to connect to all available utilities and to pay any utility related user fees as set by Council.

### 1.1 New Homes

#### 1.1.1 Application Process

All applications must be submitted to the Housing Coordinator. To ensure that your application is considered, you should:

1. Complete the housing application provided by TFN (a copy will be given to the applicant).
2. Drop off your completed application at the Housing office.
3. Make sure the application is dated and registered with the TFN housing list.
5. The Housing Coordinator will mail a reply letter acknowledging receipt of the application within 10 working days of your application if mailed.

#### 1.1.2 Application Renewals

All housing applications must be updated to reflect changed family circumstances yearly. All address and telephone changes should also be updated when they change. It is the responsibility of the applicant to keep applications or renewals up-to-date. If not kept up-to-date it could jeopardize your changes of housing if not kept current.

The updates are required to ensure that the information is both current and accurate, and to confirm that applicants wish to remain on the housing list.

1. It is the applicant's responsibility to notify the Housing Coordinator, in writing, of any changes in address, family composition, income level, and any other relevant information.
2. Failure to provide up to date information for the application may result in jeopardizing status of application.

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**1.2 Reallocating Vacant Units**

When a unit is vacated, the housing administration will make a recommendation on how the unit will be dealt with. The following three options will be considered:

**Option 1**

The unit will be offered to the first TFN member on the housing waiting list with an active application on file for a new unit and who meets the criteria for approval. This process will continue until a TFN member is found who is willing to take a loan on this particular unit instead of a new unit. The unit could be offered for the remaining loan or older units for a fair unit price plus an additional amount of repairs that are needed to bring the unit up to minimum standards. The total loan will only include the purchase price plus the cost for needed repairs indicated on the inspection report and will not exceed the minimum loan given for new construction.

**Option 2**

This unit will be tendered out for bids from any TFN member. Priority will be given to TFN members with an application on file for a new unit and who meet the criteria for a new unit. If the TFN member bid selected will be using the unit for their primary residence and has never accessed the new construction fund prior, he/she could be offered a loan to cover needed repairs indicated in an inspection report and will not exceed the maximum loan given new construction.

**Option 3**

This unit could be repaired by the Tla-o-qui-aht First Nation and used as an additional unit for rental purposes. This unit will be given out according to the First Nation Rental policy. If the unit is sold for a higher amount than what is owed on the loan, this difference will be given to the housing portfolio for use on future social housing units. If the unit is sold for a lower amount than that was owed on the loan, this difference will remain on the account as a balance owing from the original owner unit until it is paid in full.

## 2.0 CRITERIA FOR CANDIDATES

The Housing Committee will select those candidates by priority for the new houses for the new fiscal year; housing will be allocated according to the following priority list:

1. Family size
2. Current living conditions
3. Availability and legal status of land
4. Date of application
5. Number of times applied (once per year)
6. The ability to pay rent/mortgage and utilities
7. No outstanding debts to TFN

Debts Include:

- i. Wilful damages to TFN housing by occupants including guests
- ii. Outstanding Hydro and telephone bills
- iii. Rental arrears
- iv. Any other money owed to the TFN for whatever reason

8. The applicant must be willing to enter into a Tenancy Housing Agreement
9. Three references i.e. previous landlord and employer
10. Successful completion of TFN house tenant/ownership training
11. If tenant is employee/contractor or a member of Chief & Council, he/she must be willing to sign a direct payment for rent.
12. Credit check.

### 2.1 Priority List for Housing Applications

When the number of applicants is greater than the number of houses allocated, the Housing Coordinator in conjunction with the Housing Committee will select the applicants who receive houses, based on the following criteria.

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**Housing Priorities:**

Housing priorities will be decided based on the number of points an application is assigned. The points are as follows:

	<b>Points</b>
<b>Waiting Time</b>	
• Waiting 1 to 4 Years	5
• Waiting 5 Years or More	10
<b>Household Type</b>	
• Family with children	15
• Single Parent Family	15
• Elder	10
• Disabled	10
• Couple	10
• Single	5
• For Homeless Members add	15
<b>Household Size</b>	
• Overcrowded (more than 2 people/bedroom)	15
• Overcrowded (2 people/bedroom)	10
<b>House Condition</b>	
• Health & Safety <sup>1</sup>	20
<b>Discretionary<sup>2</sup></b>	Up to 15

**Housing Priority Examples:**

Family Made Homeless as House Uninhabitable: 15 Waiting Points, 20 Household Type Points, 20 Health & Safety Points and 10 Discretionary = 55 points

## **2.2 Selection of Candidates**

When the selection process is complete, the Housing Coordinator will inform applicants in writing whether or not they qualify for a house that year.

To expedite the decision making process:

1. Within five (5) working days of the Council's decision, the Housing Coordinator shall notify applicants in writing of the decision.
2. If applicants are not satisfied with the decision, they may request a review of their application in writing no more than 10 working days after receiving the letter from the Housing Coordinator.

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<sup>1</sup> Health & Safety concerns include mold, dangerous wiring and houses that are dilapidated.

<sup>2</sup> Discretionary points will be allocated by the Housing Coordinator. They will be used in cases where the points given a particular applicant do not adequately reflect their housing need, e.g., a situation where a family's health is in jeopardy due to the substandard condition of their home. It will also reflect the household's ability to pay a conventional mortgage.



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**2.3 Selected Applicants**

Tla-o-qui-aht First Nations wish to ensure that applicants are involved in the design and finish of their homes. Selected applicants must meet with the Housing Coordinator prior to construction to review the following:

1. Initial all pages of Housing Policy, Housing Specification, Maintenance and Insurance Agreement and Tenancy Agreement indicating you have read and understood them.
2. Selection of approved house plans i.e. rancher or two-story building.
3. Changes to interior design as long as the changes are in accordance with the program policy, program budget, and the BC Building Code.
4. Selection of finishing materials: cabinet, counter tops, vanities, linoleum, siding, decks, lighting fixtures, plumbing fixtures and paint colours.
5. Applicants will sign a form confirming satisfaction with house plans and design. No changes will be accepted after materials have been ordered.

**2.4 Selected Applicants Declining a House**

Selected applicants may decline accepting a house and lot prior to any work starting without penalty.

Applicants will notify Housing Coordinator in writing of refusal as soon as they can. Their name will remain on the housing list.

The next person on the housing priority list will be offered the house and lot. A written decision to decline a house is final and binding.

### **3.0 HOUSING SUBSIDIES**

Funding restrictions and legal requirements specify that only registered TFN citizens can receive subsidies for houses located within the TFN territory.

Each TFN member is eligible for **one** housing subsidy only.

To encourage all TFN members to build their own homes, TFN will assist our members to build or buy a house by providing a subsidy as a down payment (subject to available funding).

## 4.0 LOT ALLOCATION TO BUILD A HOUSE

The TFN is not responsible for servicing costs over the standard servicing allocations.

1. All lots have to be serviced to meet Health Canada's regulations.
2. Approved applicants have the choice of location on TFN land.
3. Property will not be allocated unless the applicant has the financial ability to build within 18 months of the allocation.
4. Any person voluntarily selling, or giving up their house and/or property must first offer it to the TFN Housing Committee (the Housing Committee will pay for an appraisal to determine fair market value). If the Housing Committee does not purchase the house, it may be sold or given to another Tla-o-qui-aht. In these cases, the TFN citizen will not be granted further property unless they are moving to another property more suited to their needs, e.g., an elder selling their home to move into purpose-built elders housing or the person purchases another lot using their own funds.
5. A TFN member who has separated from a marriage relationship cannot apply for property until they have been legally divorced and/or property matters have been legally settled. A person, who has separated from a common law relationship, cannot apply for property until they have a legal separation in which property matters have been settled.

### 4.1 Building Sites

- All building sites must be on unencumbered TFN lands. The Housing Coordinator will confirm land status with INAC as part of the construction approval process.
- Use of land must conform to land usage as defined in any existing Community Plans or according to any zoning.
- All property allocations must have visible evidence of land clearing or development within one year or there may be a forfeiture of the property. Further, there **MUST** be a structure begun within 18 months of the date of allocation of property. If this does not occur, the allocated lot reverts back to TFN ownership.

## 5.0 OWNERSHIP

Tla-o-qui-aht First Nations' lands and properties are held for the exclusive use and benefit of Tla-o-qui-aht First Nations' members:

- In the event of a relationship breakdown, the custodial parent (of all minor TFN children) will remain in the family home.
- In the event that the owner is deceased before their home is paid for, the home will be considered as part of the estate. Payments must continue until the home is paid for.
- Tla-o-qui-aht First Nations cannot and will not assume any financial responsibility for relationship breakdowns influencing housing.

Note: for a definition of member please refer to Tla-o-qui-aht First Nations' Membership Code.

### 5.1 Mortgage Responsibilities

House loans are guaranteed by the Tla-o-qui-aht First Nations.

All houses, with loans guaranteed by TFN, are TFN property and remain so until the loan has been paid for in full.

Tla-o-qui-aht First Nations members sign a commitment to make payments.

Tla-o-qui-aht First Nations members remain legally obliged to make mortgage payments until the home is completely paid for.

The Tla-o-qui-aht First Nations Housing Coordinator will provide a mortgage balance to all future owners once a year.

Homes cannot be sold while they are still being paid for.

### 5.2 Ownership

Once a TFN member has completely paid off the house loan with their own funds, they are entitled to purchase the home from TFN for one dollar (\$1.00)

The Tla-o-qui-aht First Nations Housing Coordinator will notify home occupants, in writing, when a mortgage is paid off in full.

The TFN member will arrange with the Tla-o-qui-aht First Nations Housing Coordinator to purchase the home. See Homeowner Transfer Form for details.

Members have the opportunity to pay their mortgage in full ahead of schedule, subject to CMHC and bank procedures.

Homes can only be sold to other TFN members.

### **5.3 Ownership - Occupancy**

All TFN homeowners must be 19 years or older except in the following extraordinary circumstances:

- A TFN member, who has willed the house to his children, is deceased before the children reach 19 years of age. In this case, the home would be transferred to the children.
- A non-TFN member parent or guardian of TFN children can apply on behalf of TFN children for the parent/guardian to hold the house in trust for the children until the children reach the age of majority.

### **5.4 Occupants and Guests**

- 1) The landlord must not stop the tenant from having guests under reasonable circumstances in the rental unit.
- 2) If the number of occupants in the rental unit is unreasonable, the landlord may discuss the issue with the tenant and may serve a notice to end a tenancy.

## **6.0 OCCUPANCY**

TFN wants to ensure that both parties are aware of their responsibilities and provide the new tenant with the knowledge and basic skills to maintain their residence.

Prior to moving in the house, the Housing Coordinator will meet all new applicants to notify them of the move in date and to review the Tenancy Agreement in detail (see Appendix IV).

To ensure information is current, all tenants of CMHC houses must sign new Tenancy Agreements; fill out a verification of income form and family profile by March 1 of each year.

### **6.1 Short Term Rentals**

No short or long term rentals are allowed except in special circumstances such as for educational purposes only.

## 7.0 TENANT RESPONSIBILITIES

This section of the Housing Policy only applies to CMHC houses, houses with TFN loan guarantees and homes that TFN owns.

### 7.1 Housing Inspections

The Housing Coordinator or designate may enter the residence with proper notice and with good reason.

As per our Tenancy Agreement:

1. The Housing Coordinator must give the tenant between 24 and 72 hours notice stating exactly what hour they intend to enter the premises and the reasons why.
2. The Housing Coordinator or designate may come to the door and enter with the tenant's permission.
3. The tenant agrees to the Housing Coordinator or designate entering for good reason. The tenant's consent is valid for one (1) month. After one (1) month, the Housing Coordinator must again request permission.
4. The Housing Coordinator or designate can enter the premises if the tenant has abandoned the home.
5. The Housing Coordinator or designate can enter the premises without notice in case of an emergency such as fire or flood.

### 7.2 House Locks

Neither a tenant nor the Housing Coordinator or designate may change the house locks without a mutual agreement.

1. In an emergency such as a break in, the Housing Coordinator or designate may change the house locks. The TFN must render the new keys to the tenant.
2. The tenant may wish to change the house locks for personal safety reasons. The tenant may, but only with the written consent of the Housing Coordinator at no cost to the Nation.

### 7.3 Home Based Business

The operation of a business in a home can cause undue wear and tear on the house with the increased traffic that is created by the business thus is not permitted. All repairs caused by the business shall be at the expense of the occupant.

Prior to operating a home based business, the tenant must in seek authorization in writing to the Housing Coordinator and the Chief and Council.

#### **7.4 House Pets**

The tenant will be permitted to have up to two pets (no more than two of which can be dogs) as long as the pets are looked after properly and the pets do not disturb the neighbourhood by incessant barking, or defecating in other people's yards or inside the house. All pets must be spayed or neutered and proof to be presented to the Housing Coordinator within thirty days of getting the pet.

The tenants are required to keep their pets quiet and to clean up after them. If tenant fails to do so, they will be given written warning from the Housing Coordinator stating they have two (2) weeks to correct the situation, or be evicted from the residence.

If the tenant goes on holidays, arrangements must be made for someone to take care of the pets in the owner's absence.

#### **7.5 Old Vehicles and Appliances**

Tenants are not allowed to store inoperable vehicles or appliances on their rental property for more than two (2) weeks. Failure to remove such items will be cause for eviction.

Old vehicles and appliances stored in the yard create numerous health hazards such as creating a home for rodents, danger to children and obstacles should a fire happen on the premises.

Tenants will receive a written warning asking them to remove such items from the property by a certain date. Should the tenant not comply, the Housing Coordinator may take the necessary arrangements to dispose of inoperable vehicles/appliances at the expense of the tenant.

#### **7.6 Tenant Notice to Move**

If the tenant plans to move out, the tenant must give the Housing Coordinator or designate at least 30 days notice to vacate. The tenant must provide the date they are vacating the unit in writing to the Housing Coordinator or designate. Dates for moving out are the 1<sup>st</sup> or 15<sup>th</sup> of each month.

If the tenant gives less than 30 days notice, the Housing Coordinator or designate may ask for additional funds to recover the amount of the lost rent/mortgage.

The Housing Coordinator will undertake a move-out inspection. The costs to repair any damage will come from the damage deposit. In the event that repair costs exceed the damage deposit, the tenant will be billed by the Housing Department.

These homes are TFN owned therefore the TFN would select the new occupants based on need.



## **7.7 Buildings on TFN Land**

All buildings on TFN land must be kept up to building and health standards by the individual owners. A thirty (30) day notice may be given by the Housing Committee to the building owner to bring the building up to building code and health standards.

In the event that landlords on TFN land are renting buildings that are unsafe, unhealthy and endanger the lives of the occupants, the Housing Coordinator will contact Health Canada to condemn the premises.

If condemned, the building will be handed over to the Housing Committee and demolished.

If not condemned, the landlord will be required to bring the building up to BC Building Code standards. If the landlord does not complete the required improvements within 60 days, the property reverts to the Housing Committee who will repair or demolish the building, as appropriate.

If the landlord does not comply, they forfeit ownership to TFN who will then repair or demolish the building, as appropriate.

All houses that are condemned by Health Canada will be handed over to the Housing Committee and demolished A.S.A.P.

## 8.0 MAINTENANCE & REPAIRS PROCEDURES

All tenants will be required to sign the Maintenance and Insurance Agreement prior to occupancy.

### 8.1 Responsibilities of the Homeowner

- While the house is being paid for, the homeowner is responsible for the basic care of their home, which includes:
  - regular painting of interior and exterior of home (or cleaning siding for vinyl clad houses)
  - regular cleaning of gutters and windows
  - chimney swept and all vents cleaned annually
  - smoke detector maintenance
  - operational fire extinguisher
  - plumbing fixtures (minor leaks)
  - heating system and hot water tank maintenance.

Any other problems should be reported to the Housing Coordinator promptly. The homeowner is responsible for repairing damage caused by themselves or visitors to their home.

- Failure by the homeowner to perform their maintenance responsibilities constitutes a breach of this policy.
- The homeowner shall notify TFN to ensure that the proper action can be taken to correct any defects found during the warranty period of an appliance or equipment.
- It is the responsibility of the homeowner to purchase adequate house insurance replace both the house and contents in the event the house is destroyed by fire or flood.

### 8.2 Responsibilities of Tla-o-qui-aht First Nations Housing Department

- All administrative functions will be the responsibility of the Housing Coordinator as the representative of TFN.
- TFN shall be responsible for co-ordinating counselling programs to train and advice potential homeowners of their maintenance and insurance responsibilities prior to occupancy.
- TFN will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, the Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.
- TFN will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, the Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.
- On or before occupancy, TFN will give the homeowner an operations and maintenance manual which includes maintenance tips as well as a list of applicable contractors',

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manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.

- TFN will inspect each social housing, rent-to-own and rental unit still being paid for at least once per year and will confirm that the home is being kept in good repair and has current house insurance. Failure to keep the house in good repair will result in TFN providing the occupant with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, TFN will have the work completed and will invoice the homeowner.
- Any home that is vacant for more than one year, without contact from homebuyer/homeowner, will be considered abandoned and will revert back to TFN.
- Persistent lack of maintenance and/or failure to purchase adequate insurance may result in a re-evaluation of participation in our housing program.

### **8.3 House and Yard Maintenance**

The tenant must maintain the home and yard in a clean and tidy state at all times, including, but not limited to the following:

1. All household garbage must be properly disposed of, not stored in the yard or on the balcony of the home.
2. The tenant's yard is not to be used to store vehicles whether in running condition or not.
3. Lawns must be mowed on a regular basis.
4. All hazardous material must be stored properly.
5. Household refuse to be properly bagged in a garbage bag and in a container so that pets/animals cannot easily have access to it.
6. Homeowners are responsible for upkeep and maintenance of home throughout the lifetime of the house interior and exterior.

If the tenant does not attend to the home and yard as requested after an inspection by the Housing Coordinator or designate, the Housing Coordinator or designate has the right to clean it up and charge the tenant for doing so. Persistent lack of house and yard maintenance may result in eviction.

### **8.4 Emergency Repairs**

Immediately call the TFN office or the Housing Coordinator for all emergency repairs. On weekends call the appropriate repair service. The TFN will pay for the repairs if they are the TFN's responsibility. Renters will be billed if they caused the problem or the repair was not an emergency as described below.

If it is a Health and Safety issue, it must be dealt with immediately.

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**Emergency repairs include:**

1. No heat in winter months
2. Serious flood
3. Back up of sewage
4. Leaky roof
5. Faulty electrical wiring
6. Faulty plumbing
7. Any other situation which could be considered life threatening if not fixed, such as rotting building material that creates a hazard

TFN will try to have emergencies fixed within one week of them being reported.

### **8.5 Renovations**

The Tla-o-qui-aht First Nations will administer the renovation program by accepting and prioritising applications for renovations, maintaining a waiting list and accessing funding from INAC, CMHC and other sources.

The Housing Coordinator or designate will not renovate/repair any homes of tenants in rental arrears unless the renovation is required for safety, health, or disability reasons, subject to funds being available.

1. Homes must be at least 8 years old.
2. Homes must not have been renovated in the past 5 years.
3. The tenant must meet with the Housing Coordinator.
4. All renovations must meet BC Building Code requirements.

The following activities qualify as renovations; repairs to or replacement<sup>3</sup> of:

- roof
- windows
- doors - inside and outside
- kitchen & bathroom fixtures (excluding appliances)
- countertops and cabinets
- floor
- foundation

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<sup>3</sup> Replacement will be of the same model or a reasonable alternative. If the homeowner wishes to purchase something beyond this, they will be responsible for paying the difference in price.

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- electrical
- plumbing
- heating
- insulation
- outside cladding/siding

Renovations required due to abuse or neglect of the home is not eligible for funding. Examples of this include broken windows, holes put through drywall, cupboard door torn off, etc...

Replacement of flooring, redecorating and cosmetic repairs are not considered to be renovations. All elements to be replaced will be energy efficient to reduce utility costs and improve performance.

Renovation priorities will be decided based on the number of points an application is assigned. The points are as follows:

	<b>Points</b>
<b>Waiting Time</b>	
• Waiting 1 to 4 Years	5
• Waiting 5 Years or More	10
<b>Age of House</b>	
• 25 Years +	15
• 15 to 24 years	10
• 8 to 14 years	5
<b>Condition<sup>4</sup></b>	
• Substandard	15
• Poor	10
• Fair	5
<b>Household Income</b>	
• Under \$20,000 per year	15
<b>Household</b>	
• 2 or less	5
• 3 to 6 persons	10
• More than 6	15
• Pensioners	15
• Disabled	15
<b>Owner Maintenance</b>	
• Significant	10
• Moderate	5
<b>Discretionary Points<sup>5</sup></b>	<b>Up to 10</b>

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<sup>4</sup> Condition will be based on the assessment provided by the building inspector.

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Home Owner Contribution	Up to 15
Need Modification for Disability	25

**Renovation Points Examples:**

25 year old uninhabitable house: 5 waiting points, 25 age of house points, 25 modification for disability points, 5 moderate maintenance points and 5 discretionary points = 65 points

20 year old house in poor condition: 10 waiting points, 10 age of house points, 10 condition points, 10 significant maintenance points, and 5 discretionary points = 45 points

**Application Procedure:**

- Any household wishing to be considered for renovations must fill in the Renovations Application Form which asks for a description of the repairs.
- Applications will be assessed based on the priorities outlined in Eligibility above.
- Applicants will receive a letter within one week of their application which confirms receipt of their application, the priority their application has been given and the average waiting time.
- Eligible applications will be placed on a waiting list. TFN will arrange for a professional building inspections and cost estimate.
- When funding is available for the renovations, the Housing Coordinator will obtain estimates from reputable building contractors.

**General:**

Consideration will be given to homeowners who contribute:

- a) their own funds to the cost of the renovation, and/or
- b) in kind to the cost of the renovation through sweat equity

## **8.6 Supply and Repair of Appliances**

For INAC homes, appliance purchase and repairs shall be the sole responsibility of the homeowner.

An inventory will be kept for each CMHC house with the model and serial numbers of each appliance. The invoice and any warranties for the purchase of said appliance should also be kept in the file.

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<sup>5</sup> Discretionary points will be allocated by the Housing Coordinator. They will be used in cases where the points given a particular applicant do not adequately reflect their housing need, e.g., a situation where a family's health is in jeopardy due to the substandard condition of their home.

### **8.7 Sweat Equity**

TFN does not have the resources to repair or build houses. Sweat equity reduces the overall costs. Sweat equity is required from the applicant for renovation or house construction.

The applicant will help wherever he/she can, at their own expense. TFN will not pay the homeowner to work on their own house.

If members need to move from their home during renovations, this will be at their own expense.

## 9.0 RENTAL PAYMENTS, ARREARS + DAMAGES

### 9.1 Rental Rebates

Depending on available funding, TFN citizens who make their housing payments on time every month for twelve months may be eligible for a rental rebate.

### 9.2 Rental Arrears

Rental arrears financially affect all of the TFN and further affect all the programs that TFN administers. Therefore, if a tenant fails to make a payment or portions thereof, the Housing Coordinator will take one or more of the following steps:

1. Request in writing the tenant meets the Housing Coordinator to establish a rental arrears payment plan.
2. If the tenant is a TFN employee or contractor, the TFN will garnishee 25% of the tenant's income, which will be applied towards their rental arrears, not the current rent.
3. If the tenant is not a TFN employee or contractor, arrangements will be made to garnishee payment from including Employment Insurance, Old Age Pension and current employer as well as any other source of income.
4. If the tenant is a Chief or Councillor the TFN will garnishee 25% of their honorariums and one half of their mileage payments towards their rental arrears.
5. If the mortgage / rental payments go beyond the mortgage date payout, the tenant will pay full market rent plus interest to the TFN until such time as the arrears are paid in full.
6. The Housing Coordinator has the authority to enter a repayment plan up to 12 months in duration. Any payment arrangement, which will extend beyond 12 months, must have the approval of the TFN Administrator and/or Chief and Council. The consequence for breach of that repayment plan is the initiations of immediate eviction action.
7. TFN members who are evicted from their homes for any reason are not eligible to apply for a new house for 24 months, until their arrears (and any interest) are paid in full and the Housing Committee approves it.

### 9.3 Eviction Procedure

In cases where the tenant does not sign a repayment agreement or breaks the agreement, the Housing Coordinator may initiate legal proceedings to evict the tenant

If the tenant:



**Tla-o-qui-aht First Nations  
Housing Policy and Procedures Manual**

- a. Fails to pay rent, the tenant shall be sent a first notice indicating that they are in default of their rental agreement
- b. Failure to make payment within thirty (30) days after the first notice, will result in a second notice being sent demanding payment of rent and an interview to make arrangements for arrears;
- c. Failure to make payment within thirty(30) days after the second notice, will result in an eviction notice being sent to the tenant. The Tla-o-qui-aht First Nation may declare the tenancy ended. Thereupon the tenancy and the Tenant's rights here under shall absolutely cease. Without re-entry or any other act or legal proceedings, TFN or its agents may re-enter the Premises or any part of it and thereafter have possess and enjoy it as if this Agreement had not been made;
- d. Fails to perform or observe any of his covenants or does anything contrary to the Terms of this Agreement, the Tla-o-qui-aht First Nation may declare the tenancy ended. Thereupon the tenancy and the Tenant's rights hereunder shall absolutely cease. Without re-entry or any other part of it, and thereafter have, possess and enjoy it as if this Agreement had not been made.

**9.4 Eviction Disturbing the Peace**

People have a right to peace and quiet. No tenant has the right to disturb his/her neighbours. Failure to comply will result in eviction.

The tenants will be given two (2) written warnings from the Housing Coordinator for disturbing the peace. The third offence will result in a notice of eviction.

**9.5 Eviction Damage to Premises**

Damages can affect health and safety of people living in the home. They also add to the maintenance and upkeep of rental properties. No tenant shall deliberately damage any of the premises including all buildings.

Tenants shall receive one written warning requiring them to repair any damages caused by them, their pets or their guests. A second offence will result in the initiation of eviction proceedings.

**9.6 Eviction Failure to Comply with Tenancy Agreement**

Tenants of CMHC houses who refuse to sign the Tenancy Agreement each year will be evicted.

**LANDLORD NOTICE OF TERMINATION OF OCCUPANCY AND DEMAND FOR  
PAYMENT OF RENTAL ARREARS**

Date:

Name:

Address of residence

Mailing Address:

Dear (Name):

This is to notify you to quit and deliver up possession of the Tla-o-qui-aht First Nation Rental unit at \_\_\_\_\_ (insert unit #) at Tla-o-qui-aht First Nation you presently occupy as our tenant by (insert date). This decision is rendered based on your breach of a signed rental agreement. You have not followed through with arrangements made to bring these back rent payments to date.

Further, the amount of \$ \_\_\_\_\_ owing by you to the Tla-o-qui-aht First Nation resulting from rental arrears is due and payable in full immediately. Failure to pay this full amount may result in the First Nation taking legal action against you for recovery.

This Notice of Termination and Occupancy and Demand for Payment of Rental Arrears is issued in accordance with the Rental Agreement Section 9 between the Council of Tla-o-qui-aht First Nation and you. More specifically if the rentee shall, at any time during the term hereof:

- a: fails to pay the fee (rent or security deposit) reserved hereunder within thirty day(30) days after being payable, whether formally demanded or not;
- b: fails to observe, perform or comply with any terms, conditions or stipulations herein contained.

It shall be lawful for the Council of the Tla-o-qui-aht First Nation without notice, to declare the term ended and this Rental Agreement terminated and thereupon presents and everything herein contained and the term shall absolutely cease, determine and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided the Council of the Tla-o-qui-aht First Nation shall nevertheless be entitled to recover from the Rentee, the fees accrued, or accruing, and moreover that any right of action by the Council of Tla-o-qui-aht First Nation against the Rentee in respect of any antecedent contained in this Rental Agreement shall not be thereby prejudiced.

We remind you of your obligation to leave the premises in a reasonable condition at the end of your occupancy.

**Tla-o-qui-aht First Nations  
Housing Policy and Procedures Manual**

The Council does not assume responsibility for personal belongings left in the unit when the rentee vacates the said premises.

Sincerely,

Name:  
Housing Coordinator

cc. Finance Department  
Rental file  
Chief and Council

## 10.0 COMPLAINTS POLICY

This policy applies to complaints by TFN members which relate to housing allocations, housing payment collection & enforcement, maintenance & insurance and renovations. From time to time, TFN members may disagree with a decision made respecting their eligibility for the program they applied for. This policy sets out the steps for Members and the TFN to follow to make and resolve a complaint. This policy should not be used for complaints about the quality of construction or renovations. Complaints of this nature should be directed to the Housing Coordinator, who will record the concerns on a deficiency list. The Housing Coordinator will use the Complaints Tracking Form to record progress in resolving the complaint.

### Step 1:

1. The Tla-o-qui-aht First Nations Member should put their complaint in writing and give it to the Housing Coordinator.
2. The Housing Coordinator will acknowledge receipt of the complaint in writing within 5 working days of receiving it. This letter will also provide a date and time for a meeting with the Housing Coordinator to discuss the complaint in more detail.
3. After the meeting takes place, the Housing Coordinator will reconsider the original decision, based on the additional information, and make a determination. The determination will be forwarded to the complainant within 5 working days of the meeting.
4. If the complainant is satisfied with the determination, the complaint is considered resolved.
5. If the complainant is dissatisfied with the determination, the complainant should move to Step 2.

### Step 2:

1. The Housing Coordinator will make copies of all the correspondence, including the original complaint and forward it to the Housing Committee.
2. The Housing Committee will review the file and make a recommendation about resolving the complaint. The Committee will write to the complainant to inform him/her about the Council meeting the complaint will be discussed at.
3. The recommendation will be presented to and discussed by Council. The Council will make a decision to accept or reject the Committee's decision. The Committee will write to the complainant to inform him/her about Council's decision.
4. Council's decision is final and binding on all parties.

## 11.0 DEFINITIONS

Definitions number 1-8 are from the Indian Act.

- 1.) "TFN" means a body of Indians
  - a) 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 4<sup>th</sup> day of September 1951.
  - b) For whose use and benefit in common, moneys are held by Her Majesty, or
  - c) Declared by the Governor in Council to be a TFN for the purpose of this Act;
- 2.) "TFN List" means a list of persons that is maintained under Section 8 by a TFN 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 TFN" means
  - a) in the case of a TFN to which Section 74 applies, the council established pursuant to that section,
  - b) in the case of TFN to which Section 74 does not apply, the council chosen according to the custom of the TFN, or where there is no council, the chief of the TFN chosen according to the custom of the TFN;
- 5.) "Estate" includes a real and personal property and any interest in land;
- 6.) "Indian" means a person who pursuant to this Act is registered as an Indian or is entitled to be registered as an Indian.
- 7.) "member of the TFN" means a person whose name appears on a TFN List;
- 8.) "Reserve"
  - a) 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 a TFN, and
  - b) except in subsection 18(2), sections 20-25, 28, 36-38, 42, 44, 46, 48-51, and 58 and 60 and the regulation made under any of those provisions, includes designated lands;
- 9.) "Tenant" anyone who rents or leases a TFN owned home, lives in a CMHC home or lives in a home that has a TFN guaranteed mortgage.

**APPENDIX I: FORMS AND LETTERS**

**Tla-o-qui-aht First Nations  
Housing Application**

\_\_\_\_\_  
Date

The purpose for this information requested, is to assist you in securing suitable accommodation to meet your current needs. It is important that you are aware that this information shall be kept on file for 12 (twelve) months, after which time a new application must be completed. The information in this form shall be kept under strict confidence.

Name of Applicant:

\_\_\_\_\_ Last Name Given Names

Name of Spouse \_\_\_\_\_ Address: \_\_\_\_\_  
PO Box # or Street

\_\_\_\_\_  
City Province Postal Code

Please list all individuals who will be living with you in the house, including yourself, spouse, and children

Name	Birth Date Mon/Day/Year	Sex	Relationship

**Applicant Income Data**

Name of Employer	Position	How Long?
Address	Phone #	Bi-weekly Salary

**Spouse's Income Data**

Name of Employer	Position	How Long?
Address	Phone #	Bi-weekly Salary

Social Assistance, Pension, Disability, or Old Age recipients please complete the following:

Total Monthly Amount \$ \_\_\_\_\_

**Identification Information**

Social Insurance #	Status Card #
Bank	Branch Address

**Present Living Accommodations**

Is your present residence (please circle)      Apartment      House      Townhouse      Duplex  
 Do you (please circle)                              Rent              Own              Share

If none of the above, please explain

\_\_\_\_\_

\_\_\_\_\_

Name of present Landlord \_\_\_\_\_ Address \_\_\_\_\_

Phone # \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

**Total Monthly Amounts**

Rent	BC Hydro	Telus	Other
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**Present Housing Conditions**

How many people living in the house? \_\_\_\_\_

How many bedrooms? \_\_\_\_\_

Please tick off yes or no, and explain in each box, your answer	Yes	No
Repairs Required		
Children Allowed		
High Rent		
Slum Conditions		
Problems with stairs		
Problems with doors		
Have you been charged with sexual abuse		
Have you been charged with drug possession		

**Additional Information, if needed**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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I/We certify that the information on this form is true.

I/We certify and consent to the Tla-o-qui-aht First Nations verifying any or all information contained in this application including, obtaining credit or personal reports on me/us from one or more agencies or individuals.

I/We hereby authorize agencies or individuals to provide whatever information they have to the Tla-o-qui-aht First Nations to provide me/us with rental or rent-to-own accommodations.

I/We understand this application will remain on file for a period of 12 (twelve) months. If at any time during the 12 months I/we move or need to up-date the information on this application, it is my/our responsibility to come into or call the office and make the necessary changes.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Spouse Signature

\_\_\_\_\_  
Additional Adult Signature



**CMHC SOCIAL HOUSING TRANSFER OF OWNERSHIP AGREEMENT BETWEEN  
FIRST/LAST NAME  
AND  
TLA-O-QUI-AHT FIRST NATIONS**

Whereas, the Tla-o-qui-aht First Nations secured a mortgage on house # \_\_\_\_ and lot # \_\_ for the purposes of providing a social housing unit to First/Last Name:

Whereas, First/Last Name and the Tla-o-qui-aht First Nations entered and signed a tenancy agreement on Month, Day, & Year.

Whereas, under Section of the tenancy agreement, the Tla-o-qui-aht First Nations hold the option to transfer ownership of the social housing unit to First/Last Name subject to terms and condition listed below;

Whereas, First/Last Name fulfilled her part of the tenancy agreement signed on Month, Day & Year.

THEREFORE, it is agreed between the Tla-o-qui-aht First Nations and First/Last Name to transfer the ownership of the social housing unit under the following terms and conditions:

1. Tla-o-qui-aht First nations agree to formally sign ownership of the social housing unit to First/Last Name
2. This transfer of ownership applies to the social housing unit only and excludes the land that the social housing unit occupies
3. First/Last Name accepts full responsibility after the execution of the transfer of ownership to secure full and adequate insurance coverage for the building and contents. First/Last Name further agrees that the Tla-o-qui-aht First Nations are not to be held liable for any damages, losses, or injuries suffered on the premises.
4. First/Last Name accepts full responsibility financially for all maintenance and repairs to the social housing unit after the effective date of transfer of ownership
5. First/Last Name agrees to secure the approval of Council before establishing any private business out of the social housing unit. Further, First/Last Name agrees to provide full and adequate insurance protection, one Council approves of on any private business operations from the social housing unit

- TFN will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, the Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.
- On or before occupancy, TFN will give the homeowner an operations and maintenance manual which includes maintenance tips as well as a list of applicable contractors', manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.
- TFN will inspect each social housing, rent-to-own and rental unit still being paid for at least once per year and will confirm that the home is being kept in good repair and has current house insurance. Failure to keep the house in good repair will result in TFN providing the occupant with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, TFN will have the work completed and will invoice the homeowner.
- Any home that is vacant for more than one year, without contact from homebuyer/homeowner, will be considered abandoned and will revert back to TFN.
- Persistent lack of maintenance and/or failure to purchase adequate insurance may result in a re-evaluation of participation in our housing program.

The TFN Maintenance & Insurance Policy has been explained to me/us and I/we understand the terms and conditions outlined in it.

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Homeowner

TFN Representative

---

Date

Date

**APPENDIX II: HOUSING COMMITTEE TERMS OF REFERENCE**

# TLA-O-QUI-AHT FIRST NATIONS

## Housing Committee

### Terms of Reference

#### Mission Statement

The Housing Committee will work in partnership and cooperation with Chief and Council and the community members to provide safe, healthy and affordable housing choices to all Tla-o-qui-aht First Nations' membership; to provide and maintain housing to meet the needs of TFN today and for our grandchildren in the future; and to operate the housing program, through the fair application of housing policies.

#### 1. Preamble

WHEREAS: The Chief and Council have the responsibility to the Tla-o-qui-aht First Nation membership to provide safe and affordable housing choices to the members within the resources of the Tla-o-qui-aht First Nations; and

WHEREAS: The Chief and Council wish to establish a Housing Committee to assist in the delivery and operation of all housing;

THEREFORE: This Terms of Reference shall define the Housing Board, its structure and proceedings; its responsibilities; and the authorities that Chief and Council have delegated to the Housing Board to enable it to carry out its mandate.

#### 2. Definitions

##### 2.1 *Housing Committee (the Committee)*

A permanent committee established by Chief and Council.

##### 2.2 *Nuclear Family*

Means grandparents, parents (natural, foster, step, and guardians) and children (natural, foster, step, and adult children) living in a household (under the same roof). (Section 6.2)

##### 2.3 *Immediate Family*

Means grandparents, spouse, parents, parents of the spouse or partner, children (natural, foster, step, and adult children), grandchildren, brothers and sisters. (Section 21)

##### 2.4 *In Camera*

An in camera meeting is a meeting that is held behind closed doors to discuss confidential matters, where only committee members and invited guest are allowed to

attend. All attendees must have sworn an "Oath of Confidentiality". Separate minutes are taken for in camera parts of the committee meeting. (Section 20)

2.5 *Chief Councilor*

Means the person duly elected by the membership to the position of Chief Councilor of the Tla-o-qui-aht First Nations.

2.6 *Council*

Means a person duly elected by the membership to the Council of the Tla-o-qui-aht First Nations.

2.7 *Housing Department (Housing)*

Personnel hired by the Tla-o-qui-aht First Nations to perform duties related to housing.

2.8 *Good Financial Standing*

Means that the person does not have any debts to the Tla-o-qui-aht First Nations or the Housing Program; or if the person is in debt to the Tla-o-qui-aht First Nations or the Housing Program, then the person is current in their arrears/repayments to the Tla-o-qui-aht First Nations or the Housing Program. (Section 7 & 9.2)

**3. Mandate**

The Housing Committee is responsible to Chief and Council for the safe, effective and fair operation of all housing.

**4. Responsibilities of the Housing Committee**

In order to fulfill its mandate, the committee has the following responsibilities delegated to it by Council:

4.1 *Operation of the Tla-o-qui-aht First Nations Housing Program*

The committee, acting through the Housing Department, is responsible for the operation of the Tla-o-qui-aht First Nations housing program, including the collection of rents, insurance and maintenance of housing assets, debt service, administration, and tenant relations.

4.2 *New Housing Issues*

The committee is responsible for the investigation, review and resolution of housing matters brought before the committee by the Housing Department or by Tla-o-qui-aht First Nations membership. The committee will resolve the housing issues by making decisions within the approved policy framework; or if the matter is not covered by existing policy, the committee will develop a policy to deal with the issues.

4.3 *Reporting*

The committee will submit copies of all committee meeting minutes to Council. The committee Chairperson will report to Council on a monthly basis. The committee will

report to the membership at General Assemblies as requested by Council; or as required by current issues; or at least once annually.

#### 4.4 *Policies & Procedures*

The committee is responsible to Council for the development of Housing Policies. These policies are then submitted to Council for approval. Once approved, the committee is responsible for the implementation and enforcement of the policies. The committee is also responsible for the ongoing review of established policies. Each policy shall have a procedure that describes how the policy is implemented and enforced. These policies may include, but not be limited to:

1. Seniors Housing
2. Tenant Selection
3. Appeals
4. CMHC Social Housing Program
5. Section 10 Housing Program
6. Rental Housing Program
7. Sublease
8. Housing Emergencies
9. Insurance
10. Maintenance and Repairs
11. Home Renovations
12. Residential Community Planning

#### 4.5 *Agreements*

The committee is responsible for the development of agreements to manage the relationship between tenants and homeowners and the Tla-o-qui-aht First Nations.

These agreements may include, but are not limited to:

1. Rental (Tenancy) Agreement
2. Arrears Repayment Agreement
3. Maintenance Agreement

#### 4.6 *Five Year Capital Housing Plans*

The Housing Coordinator will develop a five year capital housing plans with input from the committee. The capital plan will be approved by Council.

#### 4.7 *Finances*

The committee is responsible for the development of an annual housing budget to be submitted to the Council for approval.

#### 4.8 *Zoning By-laws*

The committee is responsible for assisting Council in developing residential zoning by-laws.

4.9 *Distribution of Information*

The committee will be responsible for the distribution of committee communications and information to the community through personal communication and monthly newsletters.

**5. Authority of the Housing Committee**

In order to execute its responsibilities in a timely manner, Council delegates the following authorities to the Housing Committee:

5.1 *Housing Policies*

The committee has the authority to implement and enforce all housing policies approved by Council.

5.2 *Housing Agreements*

The committee has the authority to enforce all housing agreements duly signed in the name of the Tla-o-qui-aht First Nations by the Housing Program.

5.3 *Finances*

The committee shall control the operational funds derived from rental housing and other housing revenues. These funds may be expensed to deliver the housing program, through the Housing Department, as outlined by housing policies. These funds will be included on the Housing Department annual budgets, which must be approved by Council.

**6. Composition of the Housing Committee**

6.1 *The committee shall be comprised of three (3) voting Community members, and shall also include the following non-voting members, the Housing Coordinator, and the Councilor with the Housing Portfolio.*

6.2 *No more than one member from a particular nuclear family may sit as a voting member on the committee.*

6.3 *The officers of the committee shall be:*

Chairperson – held by the Councilor with the Housing Portfolio.

Vice-Chairperson – a voting member elected by a majority vote of the committee.

**7. Eligibility**

Nominees must be Tla-o-qui-aht First Nations membership 18 years of age or older. To be eligible to sit as Community members on the committee, nominees must be in good financial standing with the Tla-o-qui-aht First Nations and the Housing Department.

**8. Selection of Committee Members**

8.1 *Appointment*

Committee members will be appointed by the following process:



The Councilor holding the Housing Portfolio is responsible for recruiting committee members. A notice will be posted in the newsletter requesting eligible individuals who are interested in serving on the committee. The interested party shall put in writing why they are interested, their relevant experience and why they believe that they should sit as a voting committee member. The Councilor holding the Housing Portfolio and the Housing Coordinator will go over the letters, and short list using the TOR Eligibility. Those deemed eligible will be appointed by Council.

8.2 *Term*

Committee members will sit for two (2) years a term, and can sit for a maximum of two (2) consecutive terms. The start and end date to coincide with the election of Chief and Council.

9. **Resignation, Removals, and Vacancies**

9.1 *Resignations*

Resignations will be submitted in writing to the Committee Chairperson and will be placed on the next committee meeting agenda. A resignation is irrevocable upon its submission to the Chairperson and is effective immediately upon being tendered.

9.2 *Removals*

**Absenteeism**

If a Committee Member is absent from three (3) consecutive meetings, except due to illness or with leave, the Committee Member is disqualified from serving on the committee.

**Breach of Confidentiality**

If a Committee Member breaches the "Oath of Confidentiality", as set out in Section 20, the member shall be removed immediately from the committee and prohibited from sitting the committee in the future.

**No Longer in Good Financial Standing**

If a Committee Member is no longer in good financial standing as defined in Section 2, the member shall be removed from the committee.

**Breach of the Code of Conduct**

If a Committee Member breaches the housing committee's "Code of Conduct" regularly so that his/her actions interfere with the operation of the committee, the committee may act to remove the member.

9.3 *Vacancies*

If a Committee Member position becomes vacant within six (6) months of a standard committee selection date, the position will be filled at the next selection. If the vacancy occurs more than six (6) months from the next selection date an appointment will be made.

made to fill the position, the selection process outlined in Section 8.1 will be followed. But, if Council has previously selected additional applicants, one of these may be appointed. The new Committee Member filling in the vacancy will serve the remainder of the vacating member's term.

**10. Honoraria**

Committee Members will receive an honorarium of \$12.50/hour. Members must arrive at the appointed time and depart when the agenda is completed.

**11. Meeting of the Committee**

The committee shall meet for no more than 7 hours over a 3 month period. The Chairperson can call for an emergency or special meeting, if required. It shall be the responsibility of the Housing Coordinator to ensure that the minutes of each committee meeting are properly recorded, typed and distributed to Council and Committee Members.

**12. Notice of Committee Meetings**

Notice of the time, date, and place of each regular committee meeting will be provided to each member at least five (5) days in advance of the meeting. The notice will include an agenda of the business to be discussed at the meeting. The Chairperson may call a special meeting of the committee giving at least twenty-four (24) hour notice. Each member of the committee will be advised of the date, time and place of the meeting by telephone, email or by notice by hand; and will indicate the items of business to be discussed at the meeting.

**13. Quorum**

Two (2) voting Committee Members shall constitute a quorum for the transaction of business.

**14. Opening Proceedings**

If the Chairperson does not attend within 15 minutes after the time appointed for a meeting, the Vice-Chair shall call the Committee Members' present to order, and if a quorum is present, the Vice-Chair shall preside during the meeting or until the arrival of the Chairperson. Should there be no quorum present within 30 minutes after the time appointed for the meeting, the recording secretary shall record in the minutes the names of the members present at the expiration of 30 minutes, and the meeting shall stand adjourned. Honoraria will not be paid for a meeting adjourned in this manner.

## 15. Order of Proceedings

The order of business for all regular meeting shall be as follows:

1. Call to order by the Chairperson as set out in Section 14
2. Review, changes and adoption of the agenda
3. Receive delegations
4. Minutes of preceding meeting
5. Chairperson's Report
6. Housing Coordinator's Report, including financial reporting
7. Summary of correspondence, as applicable
8. Unfinished business
9. In camera session, if required
10. adjournment

## 16. Receiving Delegations

A person, or persons, wishing to make a presentation to the committee shall:

- 16.1 *Make a written request to the Housing Coordinator to appear before the committee. The request must state who the delegation is and describe the matter of business or presentation to be brought forward. The request must be made at least one (1) week prior to the committee meeting at which the request will be considered.*
- 16.2 *The Housing Coordinator will review the request, if the matter does not require committee attention; the Housing Coordinator will direct the applicant to the appropriate services. If the matter requires committee attention, the request will be forwarded to the committee.*
- 16.3 *Upon such request being granted, the delegation will be informed as to the date of the next committee meeting and the time that the delegation will be heard.*
- 16.4 *The committee may request additional information from the delegation prior to considering the delegations request to appear before the committee.*
- 16.5 *The Chairperson reserves the right to restrict the time allotted to any delegation appearing before the committee.*

## 17. Minutes

Minutes of a committee meeting shall be taken by the Housing Coordinator. Minutes taken during in camera sessions shall be recorded separately and kept confidential. The minutes of the preceding committee meeting shall be distributed by the Housing Coordinator and reviewed by the members in order that any error or omission therein may be corrected. Upon a motion being passed to adoption the minutes, the Chairperson shall sign a copy of the adopted minutes.

## **18. Rules, Conduct, and Debate**

- 18.1 The resolution of orders, motions or questions will be consensus driven. Consensus will be reached when no voting Committee Members will stand against the acceptance of the order, motion or question.*
- 18.2 Where consensus cannot be reached, the matter shall be noted in the minutes, along with the outstanding issues. The issues noted will be read back to the committee to ensure accuracy. The committee may vote to table the motion for a future meeting. If a motion to table is not made, the order, motion or question will be considered closed.*
- 18.3 Where it is the consensus of the committee that an issue must be settled at that meeting: a vote will be held to decide the matter if consensus on the issue cannot be reached.*
- 18.4 The numbers of those who vote "for" and those who vote "against" and "abstentions" shall be entered upon the minutes. The Housing Coordinator shall read the results of the vote in order that any mistakes may be corrected. In the event of a tie, the motion is considered lost.*
- 18.5 When an order, motion or question shall be lost because of the committee breaking up for want of a quorum, the order, motion or question so lost, shall be tabled to the next meeting.*

## **19. Motions in General**

Motions may be put forward by any voting Committee Member. Motions shall be recorded by the Housing Coordinator, and then seconded. After a motion is seconded it shall be read by the Chairperson before discussion. If amendments are made to the motion, the amended motion shall be read before the question is put to consensus. Once a motion is passed by consensus, or vote, all Committee Members shall stand in support of the motion regardless of their position during the discussion.

## **20. Confidentiality**

All in camera discussions, debate, and draft documents of the committee are confidential. All in camera meetings will follow the "In Camera Guidelines". No Committee Member present at a committee meeting shall make public any information or business from the committee meeting unless that information or business is deemed to be public information by the committee as a whole. All Committee Members will enter into an "Oath of Confidentiality". If the oath is breached, the member shall be removed and forbidden from sitting on the committee in the future.

## **21. Conflict of Interest**

A Committee Member must remove him/herself from the committee meeting room when a decision to be deliberated on will have a direct impact on that member's immediate family, or when the member declares a conflict for other reasons. A quorum will not be

considered lost by this removal. If a member believes that another member is in a conflict of interest and has not declared it, it is the responsibility of that member to inform the Chairperson of the perceived conflict of interest. The Chairperson shall rule on the matter. The conflict of interest will be recorded.

**22. Amendments to the Terms of Reference**

Amendments may be necessary from time to time. The committee or Council may suggest or propose amendments to these terms of reference. Proposed amendments must be reviewed by the committee prior to being considered for approval by Council. Any amendments to these terms of reference must be approved by Council at a duly convened Council meeting before the said amendment can take absolute effect.

**APPROVED BY TLA-O-QUI-AHT FIRST NATIONS**

\_\_\_\_\_  
Chief Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

\_\_\_\_\_  
Councilor

This day \_\_\_\_\_ of \_\_\_\_\_, 2008

## **Tla-o-qui-aht First Nations**

### **Housing Committee**

#### **MEMBER CODE OF CONDUCT**

##### **1 Purpose of the Member Code of Conduct**

The Member Code of Conduct outlines the conduct that Housing Committee Members are expected to display in carrying out their duties as Committee Members. It also describes the consequences resulting from a breach of the code of conduct.

##### **2. Guidelines**

###### **2.1 Attendance**

Members should be on time for meetings. No member shall show up to a meeting unless they are clean of drugs and sober. If a member cannot attend a meeting, they should notify the chairperson prior to the meeting.

###### **2.2 Conduct during Meetings**

During meetings members should address themselves to the Chairperson, other talking is not permitted. Members must be respectful of each other and the Chair. Personal attacks or put downs are not tolerated. All members are expected to participate in the discussion and resolution of issues. All members have a right to speak without interruption, except by the Chair.

###### **2.3 General Conduct**

All members are expected to carry out their duties with professionalism. No member is allowed to engage in disorderly conduct at any time during the carrying out of his/her responsibilities. All members must respect the "Oath of Confidentiality" at all times.

###### **2.4 Housing Department Operations**

Members will not interfere with Housing Department operations. If a member has a concern with the performance of the Housing Department and its staff/contractors, the concern will be addressed at a committee meeting by the committee as a whole.

##### **3. Breach of the Code of Conduct**

###### **3.1 Expulsion from a Meeting**

If a member is reprimanded from the Chair three (3) times in a meeting for breaching the code of conduct, that member will be expelled from the meeting.

###### **3.2 Removal from the Committee**

If a member is expelled three (3) times from committee meetings for breaching the code of conduct, the member will be removed from the committee. A member breaking the "Oath of Confidentiality" will be removed immediately.

# **Tla-o-qui-aht First Nations**

## **Housing Committee**

### **“In Camera” Guidelines**

#### **1. Purpose of the “In Camera” Guidelines**

An in camera meeting is a meeting that is held behind closed doors to discuss confidential matters, where only Committee Members are allowed to attend. Common items to be discussed in camera are: information of a personal and sensitive nature regarding Tla-o-qui-aht First Nations members, committee operations, discussions with legal counsel, and matters pertaining to the Tla-o-qui-aht First Nations, where the committee has determined it is in the best interest of the community that the information remains confidential.

#### **2. Guidelines**

- 2.1 *The Chairperson will determine which items of the agenda are to be conducted in camera. Any request by a Committee Member to have an agenda item discussed in camera will be reviewed by the committee, and should fit within the context outlined above. The Chairperson will rule on the matter.*
- 2.2 *If, during the course of discussion or debate on the agenda item, a Committee Member wishes to move the discussion or debate in camera, the Committee Member should speak in private to the Chairperson, who will then rule on the matter.*
- 2.3 *Any in camera meeting will be held after the completion of regular business. The Chairperson will request that all delegates leave the room.*
- 2.4 *Separate minutes are taken for in camera parts of the committee meeting.*

**Tla-o-qui-aht First Nations**

**Housing Committee**

**OATH OF CONFIDENTIALITY**

I \_\_\_\_\_, a member of the Tla-o-qui-aht First Nations Housing Committee recognize that as a result of my appointment I will have access to information pertaining to the Tla-o-qui-aht First Nations, its members, and its activities. In recognition of the sensitive nature of this information I hereby swear to:

1. Maintain all information, not deemed to be public information by the Housing Committee as a whole, as private and confidential, for my term on the committee and for all time;
2. Take all necessary precautions to safeguard against the spread of all private and confidential information;
3. Never discuss or disclose any private and confidential information to any other person or persons outside the confines of in camera committee meetings, except where I am required to do so by law.

**I agree that if I fail to abide by this Oath of Confidentiality I will be immediately removed from the Tla-o-qui-aht First Nations Housing Committee and will be prohibited from sitting on, working with, or attending, the committee in the future.**

SWORN this \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_ at  
\_\_\_\_\_, British Columbia

\_\_\_\_\_  
Committee Member

\_\_\_\_\_  
Witness, Council Member

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



## **APPENDIX III: HOUSING COORDINATOR JOB DESCRIPTION**

## **Tla-o-qui-aht First Nations Job Description**

Job Title: Housing Coordinator  
Date: April 12, 2007  
Job Location: Treaty Office  
Report To: Tribal Administrator

Job Code:  
Author; Eli Enns  
Job Grade:  
Status:

### **Job Summary:**

The Housing Coordinator is responsible for planning, implementing and managing Tla-o-qui-aht First Nations' (TFN) Housing Program. They must ensure that all of the housing program related contribution agreements and other contracts that TFN is party to are being fulfilled. Additionally, they must abide by the TFN personnel policy and enforce TFN's housing policy and make amendments to it as necessary.

### **Relationships:**

The Housing Coordinator reports to the Tribal Administrator and must consult with the financial controller on replacement reserve expenditures over \$5,000.00 and on applications for additional funding. They must maintain a professional relationship with clients and outside agencies, and be prepared to be assertive in upholding the housing policy.

### **Specific Responsibilities:**

- To accept applications for lots, houses, and renovations and maintain waiting lists
- To assign points to applications for the social housing program and maintain a waiting list
- To make the waiting list available upon request to any TFN member
- To work with community members to resolve complaints
- To maintain files for every house in the community and ensure that all information is stored in a secure location
- To complete the day to day administration of the housing program
- To enforce any housing-related by-laws and policies implemented by the Council
- Provide monthly financial reports to Council and the Housing Committee
- Follow the direction of the Housing Committee when necessary
- To collect housing payments and rent arrears
- To tender housing construction projects and monitor contract compliance – at least 3 bids per project
- To undertake other housing duties as required, including evictions or other legal action when housing payments have not been made
- To prepare annual budgets within time frame specified under respective funding contribution agreements
- Ensure all relevant paperwork is filled out on a timely basis
- Obtain appropriate signatures on leave and ATO forms and time sheets
- Responsible for other related duties as directed by Tribal Administrator

- Apply to other funding sources for housing related expenditures when possible
- Mandatory attendance to department head meetings
- Mandatory attendance to all TFN staff meetings

Working conditions: Office work mostly, must be able to keep regular working hours.

The above information is correct as approved by the Band Administrator:

## **APPENDIX IV: TENANCY AGREEMENT**

**RENTAL TENANCY AGREEMENT**

This Rental Tenancy Agreement made as of the 1<sup>st</sup> day of April 1, 2007 between the Tla-o-qui-aht First Nations, of Tofino, BC; herein also known as the "Band", and \_\_\_\_\_, herein also known as the "Tenant", witnessed that for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the Band and Tenant agree as follows:

**Occupants**

The Tenant covenants that the following persons shall be the only permanent occupants during the term of this agreement unless the Band consents in writing to other persons becoming occupants, such consent will not be reasonably withheld. The Tenant acknowledges and agrees that this covenant is a material covenant of this Tenancy Agreement and that its breach will provide grounds for termination.

Full names of all adult occupants (age 19 or older) who occupy the premises. Include given names for each one. (Please print clearly)

_____	_____
_____	_____
_____	_____
_____	_____

Full names of all minor occupants (under age 19, including infants), and include names of each and every minor to occupy the premises and their ages.

_____	_____
_____	_____
_____	_____
_____	_____

**Premises**

The Band rents to the Tenant for the sole use and occupation as a residential dwelling; all those premises are known and described as house number \_\_\_\_\_ and lot number \_\_\_\_\_.

**Services & Equipment**

No furnishings, equipment or utilities shall be supplied by the Band except those mentioned below, which the Tenant agrees are in satisfactory condition and which the Tenant and Tenant's guest shall use carefully: Stove, Fridge, Hot Water Tank, and Washer & Dryer.

**Rental Period**

The tenancy created by this agreement commences on the \_\_\_ day of \_\_\_\_\_, 20\_\_ and continues on a month to month basis until cancelled in accordance with this agreement.

**Rent**

(a) The Tenant agrees to pay the Band the rent in the sum of \$\_\_\_\_\_ per month payable in advance, on the first day of each month at the Treaty Office Building or directly to the Finance Department. Payment should be made by cash or money order made payable to the Tla-o-qui-aht First Nations.

(b) The Tenant is required to pay a security deposit of \$\_\_\_\_\_ upon signing of this agreement which will be reimbursed to the Tenant within 30 days of vacating the home, subject to leaving the home in the condition as stated under the "Vacating the Home" section of this Rental Tenancy Agreement.

(c) The Tenant is required to pay heating, telephone, television cable, and hydro charges.

(d) The rent may be adjusted annually, for a period of no less than 12 months, by the Band, in accordance with the terms of the CMHC Operating Agreement. When adjusted, this rent will become the rent due and payable. The anniversary date is the \_\_\_ day of \_\_\_\_\_, 20\_\_.

(e) Written notice on vacating the home must be given to the Band 30 days in advance of the vacating date. If the Tenant fails to do so, the Tenant may be subject to paying the following month's rental and/or losing the damage deposit.

**Rental Arrears**

If a tenant fails to pay rent for two consecutive months or portions thereof, the Housing Manager will resolve to take one or more of the following steps:

(a) The Housing Coordinator can evict the tenant.

(b) The tenant may meet the Housing Coordinator to establish a rental arrears payment plan, and be required to pay current month's rent going forward.

(i) If the tenant is a TFN employee or contractor the TFN will garnishee 25% of the tenant's income, which will be applied towards their rental arrears.

(ii) If the tenant is a Chief or Councillor the TFN will garnishee 25% of their honorariums and one half of their mileage payments towards their arrears..

(iii) If the mortgage/rental payments go beyond the mortgage date payout, the tenant will pay full market rent plus interest to the TFN until such time as the arrears are paid in full.

(iv) Consequences for breach of a repayment plan are immediate; Eviction action will be initiated.

**Rationale:**

Accumulation of rental arrears financially affects all of the TFN, and further affects all of its programs that TFN administers.

**Procedure:**

1. The TFN will notify the tenant in writing, of the steps and consequences to be taken by the band.

2. Prior to initiating legal proceedings against the tenant, the Housing Coordinator will instruct legal counsel to notify the tenant with a demand letter outlining:

(i) The amount owed to the band

- (ii) The procedures to make payments
- (iii) The legal consequences of failing to make payments
- 3. If a tenant is evicted from a TFN owned house, the TFN will decide what interest, if any, the tenant has at the lot the house is located on.
- 4. Tenants who are financially capable of paying their rental arrears will pay interest on rental arrears at a rate of 8% per annum effective July 25, 2007.
- 5. The Housing Coordinator or designate will not renovate/repair any homes of tenants in rental arrears.
- 6. Homeowners will sign a "consent form" stating TFN can deduct from their wages the amount they are in default of a repayment agreement. \*

### **Eviction**

- (a) Willful damage or abuse of the house will result in:
  - (i) Payment for damages;
  - (ii) A notice of eviction; or
  - (iii) Both
- (b) Repeated disturbance of the peace will result in an eviction.
- (c) All notices of eviction will be given in writing to the Tenant.
- (d) The tenant will abide by all the rules, regulations and by-laws implemented by the Band.
- (e) Failure to pay rent on time

### **Insurance**

- (a) The Band, as owner, will bear the cost of fire insurance for the home and chattels as specified in clause 3. The cost of personal contents insurance will be borne by the Tenant.
- (b)
  - (i) 100% of the deductible will be charged the Tenant for claims as a result of willful damage (vandalism) e.g. broken window, smoke damage.
  - (ii) The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences, e.g. fallen tree.
- (c) The Tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises.
- (d) The Tenant will indemnify and save the Band harmless for all liabilities, fines suits and claims of any kind for which the band may be liable or suffer by reason of the Tenant's occupancy of the premises.

### **Inspection**

The Band maintains the right to make random inspections of the home for purposes of maintenance and upkeep. The Housing Coordinator will provide 48 hours notice of any inspections.

### **Maintenance**

- (a) The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements.
- (b) The Tenant is expected to report any and all damages of the home to the Housing Coordinator.
- (c) The Band will be responsible for all normal wear of the house.
- (d) The Tenant will not mark or deface the interior or exterior walls or floors of the house. Nor will the Tenant use any sticky tape, e.g. masking tape on painted surfaces.
- (e) All requests for repairs/maintenance service must be directed to the Housing Coordinator.
- (f) The Tenant will not make any alterations to the home without prior written consent from the Housing Coordinator.
- (g) All improvements will become the property of the Band.
- (h) The Tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition, e.g. mowing lawn, removing garbage.

### **Vacating of Home**

- (a) Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning;
- (b) Clean shall mean
  - (i) Floors to be washed and cleaned.
  - (ii) Walls washed and cleaned.
  - (iii) All electric fixtures have functioning light bulbs, and are whole and undamaged.
  - (v) Refrigerator cleaned of all foods and stains and be defrosted. All damage must be repaired, etc. No surface may be scraped during defrosting. No debris left under or behind refrigerator.
  - (vi) Range cleaned and is free of all grease inside and out, free of all debris, glass clean, no debris under or behind range. All fuses for range must be left in working order.
  - (vii) All garbage whatsoever must be removed from suite, cupboards, cabinets, etc.
  - (viii) Washer and Dryer cleaned inside and out. No debris should be left under or behind washer and dryer.

### **Assign or Sublet**

The Tenant shall not assign or sublet the Premises.

### **Default**

If there is more than one Tenant, the obligations hereunder shall be joint and several. A breach of this Tenancy Agreement by the Tenant, by failing to perform or observe any of his/her covenants, or doing anything contrary to the terms of this Agreement, gives the Band the right to declare the tenancy agreement ended. The Band takes possession of the house upon default.



THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS AGREEMENT AND  
ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY ON THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2009.

AGREED TO AND SIGNED BY THE TENANT (EACH ADULT OCCUPANT)

\_\_\_\_\_  
\_\_\_\_\_

AGREED TO AND SIGNED BY THE TLA-O-QUI-AHT FIRST NATIONS

\_\_\_\_\_  
Housing Coordinator

\_\_\_\_\_  
Financial Controller

**APPENDIX V: HOUSING SPECIFICATION**