

Splatsin Rental Units Housing Policy

FINAL



Version 1.5

ANY MISLEADING OR FRADULENT MISREPRESENTATION WILL RENDER ANY AGREEMENT OR CONTRACT NULL AND VOID AND THE EVICTION PROCESS WILL BE ENACTED.

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1. Introduction

The purpose of the housing program for Splatsin is to provide band members with accommodation that meets health, safety and minimum property standards. This Splatsin Rental Unit Housing Policy (the “Policy”) ensures that a process is made available to band members in a fair and equitable manner and will benefit the community as a whole.

2. Mission Statement

Splatsin will strive to generate and maintain safe, secure and affordable housing to meet the needs of Splatsin membership, while upholding the best interest of the membership as a whole.

3. Goals of the Housing Program

3.1 Goals

- a) To address the need and demand for adequate Housing by implementing the policy in a fair and equitable manner;
- b) Provide band members with housing that meets the standards of health and safety;
- c) Protect and extend the life of housing through maintenance, repair, inspection, and insurance policies; and
- d) Share the responsibility for housing between Splatsin and the Tenants.

3.2 Priorities

Priorities within these housing goals are established by Chief and Council through Community engagement through our Comprehensive Community Plan Process.

4. Definitions

“Administrator” means Administrator and/or Band Administrator and/or Band Manager and/or Senior Executive Advisor shall be the individual who is the senior person for administering Federal, Provincial or Local Governmental programs on behalf of Splatsin.

“Appeal” means an option for applicants or Tenants who wish to appeal any decision made under this Housing Policy. The appeal process provides for a review of information and verification that decisions made were in compliance with this Housing Policy and community housing goals and priorities.

“Appeals Committee” means the independent committee established in accordance with this Housing Policy to hear and decide appeals from decisions made under this Housing Policy as set out in section 39.1 of this Housing Policy.

“Applicant” or **“applicants”** means the person(s) applying for housing assistance through the housing program.

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

“Authorized Occupant” means a person who is permitted to reside in a Rental Unit under the terms of a Tenancy Agreement.

“Band Land” means any land held or hereafter acquired in trust. (example Splatsin IR#1, IR#2 and IR#3).

“Certified Independent Building Inspector” means a building inspector who is recognized by the Regional District of North Okanagan (RDNO) and/or Columbia Shuswap Regional District (CRSD) who is qualified to inspect for compliance with the National Building Code and the British Columbia Building Code.

“CMHC” means the Canada Mortgage and Housing Corporation

“Community” or **“the community”** means the Membership of Splatsin.

“Conflict of Interest” means in short; an Individual/Board member that uses their position or authority to benefit either themselves, friend, or immediate family in an unfair manner such as lobbying for said person to be next in line for house or on their behalf to any staff or committees. Any conflicts or perceived conflicts may be subject to review by an appeals committee and brought to Chief and Council for transparency and exclusion of being in the duty when issue is discussed and decisions made. A full definition is attached to Appendix “2”

“Couch Surfing” means someone who is not on the Tenancy Agreement of the current Tenant or a non-band member of Splatsin and is in the rental unit for greater than 5 days. A member who is couch surfing may not receive their shelter component from the Splatsin Social Development department.

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

“Due Diligence” means to take reasonable care to confirm all of the facts and investigate all relevant aspects of an action before moving forward (e.g. eviction) and applies to all the entities that fall within this policy.

“Eviction” means the legal action taken by the Housing Program Administration to remove a Tenant from a Rental Unit for failure to honour the conditions of their Rental Agreement and arrears process or failing to adhere to Splitsin legislation.

“Elder” means a Member who is 65 years or older in reference to this policy only.

“First Nation Land” means the Splitsin reserves and any lands set apart by Canada now or in the future as reserve lands of Splitsin.

“Health and safety standards” means the minimum requirements for housing that are related to public health as defined in the First Nations Health Authority/BC Public Health Standards and safety and structural efficiency as defined in the National Building Code and the BC Building Code.

“Household Composition” means the number of people in a household, and their ages.

“Housing Committee” means the independent committee established by Chief and Council in accordance with section 8.3 of this Housing Policy that is responsible to provide direction and support to the Housing Department and Council in the administration of all housing related matters.

“Housing Director/Manager” means Splitsin employee responsible for managing the day to day operations of the Housing Department, and the delivery and administration of the Splitsin’s housing programs and services.

“Housing Department” means the Splitsin department responsible for the administration of Splitsin housing programs and includes the Housing Director/Manager and any staff of the Housing Department.

“ISC” means Indigenous Services Canada and/or Indigenous Northern Affairs Canada (INAC), formerly known as Aboriginal Affairs and Northern Development Canada (AANDC).

“Income” means the sum of all the wages, salaries, profits, interest payments, rents, and other forms of earnings received in a given period of time. This includes but is not limited to self-employment income, casual income, land rental income of persons 19 years and older.

“Indian Act” means the *Indian Act* R.S.C. 1985, as amended.

“Matrimonial Real Property” means real property is property that cannot be physically moved, like land or a family Unit. Matrimonial real property refers to real property that is shared by two people during a marriage or common-law relationship. When a marriage or common-law relationship ends, such as in divorce or the death of a spouse or common-law partner, there are often many aspects which require sorting out including the division of real property.

“Member” means an individual whose name appears or is entitled to appear on Splatsin’s Membership List.

“Membership List” means the membership list of Splatsin maintained by Indigenous Services Canada (ISC).

“Minister” means the Minister of Indigenous and Northern Affairs Canada as defined in the *Indian Act*, or the Minister’s delegate.

“Natural Justice” means the rule against bias; the duty to act fairly.

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

“Outstanding Debt” means defaulted Ministerial Loan guarantee/loan defaults/excessive land and/or rental unit damage the is above the cost of the damage deposit collected.

“Pet Damage Deposit” means a deposit paid by the Tenant which is equal to one-half of the monthly rental to cover losses to Splatsin that may occur during tenancy as a result of a pet causing damage to the Rental Unit.

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

“Quiet Time” means from 11pm to 7am each day where Tenancy are expect to reframe from doing outside activities with machinery and/or maintain a quiet state.

“Recreational Vehicles” means any vehicles such as boats, trailers, ATV’s/quads, Canoes, etc.

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

“Rental Agreement” means a written agreement made between Splatsin Housing Program Administration and a Tenant under this Housing Policy that gives the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent to Splatsin Housing Program Administration, and includes any renewal of a Rental Agreement.

“Rental Unit” means a house that is owned by Splatsin and that is occupied and on reserve for a Band Member Tenant under the terms of a Tenancy Agreement and includes the lands on which the house is situated.

“Replacement Reserve” means the fund that is used, for units funded through the Section 95 program and in accordance to the Bylaw #8, to cover the cost of replacing capital items to ensure the Rental Units are kept at an acceptable standard.

“Security Deposit” means a deposit paid by the Tenant to Splatsin which is equivalent to one months rent to cover losses to Splatsin that may occur during tenancy i.e. damage to the Rental Unit.

“Splatsin” means name of our Band/Campfire.

“Splatsin Legislation” means any law, bylaw, regulation, rule or policy of the Splatsin.

“Spouse” means either of two persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least 3 months and includes persons of the same gender.

“Sublease” means a temporary agreement made between a Tenant, a Subtenant and Splatsin through which the Subtenant assumes the rights and responsibilities of the Tenant in relation to a Rental Unit for a specified period of time. Subleased are **NOT ALLOWED**.

“Tenancy Agreement” means a written agreement between the landlord (Splatsin) and the tenant residing in a Splatsin rental unit and can be referred to as a Rental Agreement.

“Tenant” means a person who has entered into a Tenancy Agreement and accepts legal responsibility, signs the tenancy agreement and pays Rent or who is required to pay Rent to Splatsin in return for the right to use and occupy a Rental Unit.

“Unit Loan Program” means existing Splatsin units with or without an outstanding mortgage that become available for re-allocation.

5. Authority Scope of the Policy

5.1 Authority of the Policy

- 5.1.1 This Housing Policy is made under the authority of Council, Band Council Resolution [\[BCR-2021-2022-01\]](#) effective as of April 01, 2021 and takes the place of all previous and existing housing regulations and policies within the scope defined below in section 5.2.

5.2 Scope of the Policy

- 5.2.1 This Housing Policy applies to all Rental Units and other units owned by Splatsin on Splatsin Land, to all Tenancy Agreements, and to all housing services provided or administered by the Housing Department.

5.3 Administration

- 5.3.1 The Housing Director/Manager, is responsible for the day-to-day administration and enforcement of all housing programs and services.

5.4 Applicable Legislation

This Housing Policy and the delivery and administration of housing services made under this Housing Policy are subject to all applicable Splatsin legislation and federal, provincial, or territorial legislation. Only the Chief and Council have that authority to amend this policy.

5.5 Application of Human Rights and Privacy Legislation

- 5.5.1 Splatsin is subject to the Canadian Human Rights Act in the provision and administration of housing services and allocation of housing. Human rights legislation and policies prohibit discrimination and harassment in the provision of a service or residential accommodation.
- 5.5.2 Splatsin will act in the best interest of the membership as a whole, ensuring all rental units receive equitable access to housing services.
- 5.5.3 Splatsin will strive to communicate effectively and respectfully with members in a manner that supports their autonomy in decision-making, and ensures they are informed about their housing services.
- 5.5.4 Splatsin is subject to the Personal Information Protection and Electronic Documents Act, which regulates the collection, use and disclosure of personal information by federal works, undertakings, and businesses.

6. Housing Policy

The primary purpose of the Housing Policy is to provide guidance to Splatsin staff, housing committee and membership in the administration and delivery of housing programs and to ensure that the process is consistent, transparent, fair, and accountable.

The housing program provides accommodation in a variety of units including but not limited to single detached units. Single detached units are generally situated on housing lots comprising of ¼ of an acre or less of Splatsin land.

Splatsin constructs these units using band funds or funds borrowed from an approved financial institution or Canada Mortgage and Housing Corporation (CMHC). Tenants occupying units pay rent, damage deposit and mortgage payments. Splatsin repays the borrowed funds and outstanding debts.

Splatsin administers additional rental units through this program and from time to time, other feasible housing programs as they become available. The policies for these programs are available from the Housing Department.

6.1 Background

Housing is the foundation for a strong and healthy community. Splatsin works toward achieving improvements to housing conditions by incorporating some fundamental changes to the housing program. Splatsin has a solid framework to achieve immediate and sustainable improvements to current conditions by ensuring to protect and extend the life of existing houses and ensuring existing houses meet national standards, through maintenance, insurance, and renovation programs. The goal of Splatsin are to construct quality, affordable housing designed to respond to the variety of housing needs within the community while supporting individual pride and responsibility through increased involvement and unit ownership.

6.2 Housing Program

6.2.1 The primary types of housing that is available to Splatsin Members through the housing programs and services:

- a) Single detached units;
- b) Duplex units; and
- c) 6-plex units.

7. Amendments

7.1 Amendment Procedures

- 7.1.1 The Housing Committee determines that amendments to the Housing Policy or any associated template documents, agreements or forms are necessary, The Housing Director/Manager shall provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- 7.1.2 Council may approve the recommendation and may make any other amendments to the Housing Policy or associated template documents, agreements or forms by Band Council Resolution/Motion and Signature Page.
- 7.1.3 Amendments take effect:
- a) The date they are approved by the Council; or
 - b) On another date approved by Council.
- 7.1.4 The Housing Department shall record any amendments to this Housing Policy, Agreements or the Housing Committee Terms of Reference on the Policy Amendment List (HAPOL1) and the amendments shall be numbered consecutively by date of approval.
- 7.1.5 If an amended Housing Policy or Housing Committee Terms of Reference is reissued, it shall be identified by date and shall cancel and replace all previous housing policies.
- 7.1.6 If any template document, agreement or form is amended, the Housing Department shall ensure that all templates in use are current and shall take all previous versions of the templates out of circulation and ensure all housing rental units receive an updated signed version.
- 7.1.7 The Housing Department shall post notice of any amendments in the Housing Department office and if the amendment will affect existing Tenants, shall provide written notice of the amendment to such Tenants.

8. Roles and Responsibilities

8.1 Policy Statement

Under this Housing Policy, responsibility and decision-making authority has been allocated appropriately, giving consideration to the unique factors affecting Splatsin and the need to avoid conflicts or perceived conflicts of interest and the appearance of bias whenever possible. Clearly defined roles and responsibilities can reduce subjectivity and de-politicize decision-making so as to foster community trust.

This Housing Policy has a Director/Manager as the administrative body that reports to the Administrator who is the conduit between Council and the Housing Department. The Housing Committee provides direction and support to the Housing Director/Manager. The Housing Director/Manager would also make recommendations to Chief and Council with and through the Administrator, however Chief and Council have the decision-making authority in regards to appeals and policy amendments. The Housing Committee plays a key role in ensuring procedural fairness, accountability, and transparency.

The following principles apply to the roles and responsibilities of Council, the Housing Department and the Housing Committee:

- a) Ensure housing services and programs are administered in compliance with principles of natural justice and procedural fairness by exercising due diligence, acting in good faith, ensuring transparency and accountability; and
- b) Endeavour to provide sufficient, affordable, and appropriate housing to Splatsin members.

The following principle applies to the roles and responsibilities of the Member Tenant:

- c) Contribute to Splatsin investment in its housing inventory for the benefit of the entire community.

8.2 Chief and Council

8.2.1 The roles and responsibilities of Chief and Council include:

- d) Ensuring that housing services and programs are administered in accordance with principles of procedural fairness and natural justice (the duty to act fairly; unbiased);
- e) Reviewing and approving housing goals, objectives, strategies and budgets related to the delivery and administration of housing programs and services;
- f) Reviewing, approving and adopting housing policies, procedures and amendments thereto;

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- g) Supporting the Housing Committee, Housing Department and the Housing Director/Manager in the enforcement of housing policies and procedures;
 - h) Participating in investigations and hearing of appeals in accordance to Section 39 (Appeals Procedures), where issues arise that cannot be resolved within the housing area of responsibility(ies) will provide advice to the Housing Committee, Housing Director/Manager, or Administrator; and
 - i) Ensuring all housing programs and services are provided as intended.

8.3 Housing Committee

8.3.1 The roles and responsibilities of the Housing Committee include:

- a) Operating in accordance with the Housing Committee Terms of Reference;
- b) Providing recommendations and support to the Housing Department to deliver and administer housing programs as set out in policies and procedures;
- c) In conjunction with the Housing Department, evaluating the implementation, enforcement and effectiveness of the Housing Policy and recommending to Council from the Housing Director/Manager – to – Administrator – then to – Chief and Council of any amendments to the Housing Policy as may be required; and
- d) Participating in investigations and hearing of appeals in accordance with Section 34 (Appeals Procedures);

8.4 Housing Department

8.4.1 The roles and responsibilities of the Housing Department include:

- a) Administering all housing programs and services;
- b) Ensuring secure, transparent and appropriate maintenance, and retention, of all housing records, including operational, administrative, applicant and Tenant records in accordance with privacy legislation;
- c) Ensuring safe and secure disposal of old personal prerequisite and financial information;
- d) Identifying new approaches to the delivery of on-reserve housing that the Housing Director/Manager will work with the Councillor(s) whose area of responsibility is Housing;
- e) The Housing Director/Manager will be informing housing area's of responsibility(ies) of other First Nations and First Nation organizations issues or something political that will benefit Splitsin housing as a whole;

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- f) Delivering housing education and information to Members, including conducting community meetings and workshops, and ensuring that Members have access to this Housing Policy, any reports of the Housing Department and all applicable Legislation;
 - g) Maintaining the value of Splatsin's housing inventory in a cost-effective manner and in accordance with this Housing Policy;
 - h) Monitoring the effectiveness of housing policies and programs and recommending policy amendments to the Housing Committee as required;
 - i) Researching new program options and issues that may impact delivery of the housing program;
 - j) Supporting the Housing Committee in annual review of housing goals, objectives, strategies, policies and procedures;
 - k) Prepare a quarterly report to present to Chief and Council that includes but is not limited to; evictions, renovations, allocations, financing and future development plans;
 - l) Implementing and enforcing the Housing Policy and other housing related Legislation, plans and agreements; and
 - m) Ensuring all paperwork is complete for programs and evictions and brought to Chief and Council with a Briefing Note and Eviction wording for the Band Council Resolutions.

8.5 Tenants

8.5.1 The roles and responsibilities of Tenants include:

- a) Reading, understanding and complying with the terms and conditions of this Housing Policy, any applicable Legislation and any Tenancy Agreement or other housing-related agreements to which they are involved in, including paying Rent and complying with maintenance requirements;
- b) Exercise due care and no damage caused by renters' negligence; and
- c) Adhere to regular unit maintenance standards - Schedule of Maintenance and Repair Responsibilities (HMTN3).

8.6 Splatsin Members

8.6.1 The roles and responsibilities of Splatsin Members include:

- a) Contributing views on existing and future housing programs at designated housing community meeting or through Comprehensive Community Plan.

9. Eligibility Requirements

9.1 Eligibility

9.1.1 All members who do not own a Unit are eligible for a Rental unit. The housing application list shall be reviewed by the Housing Committee when a unit becomes available and the criteria set out in the Housing Policy has been satisfied.

9.1.1 To be eligible to apply for a Rental Unit a person must:

- a) Be a Member of Splitsin;
- b) Be compliant with all applicable Splitsin Legislation;
- c) Be an adult;
- d) Occupy only one Rental Unit at a time;
- e) Provide Proof of Income sufficient to meet the rent;
- f) Have no Arrears or outstanding debt owing to the Splitsin Housing department;
- g) Not have been evicted from a Rental Unit or otherwise have a history of failure to comply with a Tenancy Agreement within twelve (12) consecutive months immediately preceding the date of application; or
- h) Has been evicted from a Rental Unit and entered into and complied with a Rent Arrears Payment Agreement for five (5) consecutive years immediately preceding the date of application; and
- i) A letter for restitution of damages stating previous damages that need to be repaid (if applicable).

9.1.2 All members who own land, may be eligible, but not limited to a three (3) year lease and will not move into another policy level for example rent to own.

9.2 Arrears and Outstanding Debt

9.2.1 A potential applicant with outstanding Arrears or outstanding debts to Splitsin may be eligible to apply for rental housing if the potential applicant has:

- a) Paid all outstanding debts to Splitsin in full;
- b) Entered into an Arrears Repayment Agreement for other outstanding debt; and
- c) Paid the agreed upon monthly instalments on the due date of the instalments for a minimum of twelve (12) consecutive months.

9.3 Criminal History

9.3.1 Any Member involved in criminal activity(ies) will have their tenancy revoked if it is deemed by the Housing Committee that the individual imposes a threat to;

- a) Another person within the Community of Splat-sin; or
- b) The Peace enjoyment of the Community of Splat-sin.

9.3.2 Any Member harboring a non-member of Splat-sin from prosecution and/or arrest within any Province within Canada or any State within the United States of America, shall be immediately evicted.

10. Application for Housing

10.1 Application Requirements

10.1.1 Any Member who meets the eligibility requirements in section 9 of this Housing Policy may apply for rental housing by submitting a completed application in the prescribed form for Rental Units to the Splat-sin Band Administration Office.

10.1.2 Application forms are available at the Splat-sin Band Administration Office.

10.1.3 Completed Applications are accepted at any time for the current or upcoming fiscal year. All housing applications must be renewed by April 1st of each year.

10.1.4 Applications will remain active for five (5) years or subject to review and updated annually by the applicant unless circumstances change or the applicant withdraws his/her application.

10.1.5 If the applicant(s) withdraws their application, they are required to complete a "Relinquish Form" (HADM11) and submit it to the Splat-sin Band Administration Office in a sealed envelope marked personal and confidential.

10.1.6 Applications who require Rental Housing are responsible for submitting completed Housing Applications each fiscal year ending March 31st until a housing allocation has been granted and all housing applications will be kept for 5 years and approved by Chief and Council to remove and/or add and applicant. The Housing Department will keep track of all applications.

10.1.7 The Splat-sin receptionist and/or Housing Department will date and time stamp applications upon receipt and hold them securely.

10.2 Application Assessment

- 10.2.1 The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and incomplete applications.
- 10.2.2 If an application is rejected as ineligible or incomplete, the Housing Department will notify the applicant and provide the applicant with an explanation about why the applicant is ineligible, and indicating the deficiencies in an incomplete application.
- 10.2.3 An applicant may correct an incomplete application and re-submit it at any time.
- 10.2.4 Before forwarding a complete application to the Housing Committee for consideration, the Housing Department will assign it an identification number and remove all identifying personal information from the application, including Membership status numbers, names, addresses, and phone numbers, and will provide the applicant with confirmation that the application is complete and being forwarded for review.
- 10.2.5 A completed application must include:
- a) A completed application form;
 - b) The applicant's Proof of Income, if unit is attached to a CMHC contract; and
 - c) Current contact information to update file or to contact person(s) for being successful applications for housing selection.
- 10.2.6 Applicants may choose to include additional information, such as:
- a) letters of good standing from other departments within Splantsin;
 - b) information related to special housing needs (e.g. need for wheelchair access); or
 - c) information on past rental and financial history.
- 10.2.7 In addition to the information set out herein, the Housing Department may also require applicants to consent to information disclosure.

11. Housing Allocations

11.1 Allocation Criteria for Priority Rating

- 11.1.1 Splantsin priority rating model utilizes the process of:
- a) Chief and Council is responsible for approving the legislation, policies and procedures;
 - b) Housing Department is responsible for reviewing applications for completeness and eligibility;

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- c) Housing Committee or housing administrative designate assigned by Chief and Council is responsible for the final allocation decisions; and
 - d) 'Oversite Committee' gives their recommendations after designation with names for history, etc.

11.1.2 The criteria that Splatsin uses to select rental tenants is as follows:

- a) Oldest Application is selected part of criteria and demographics of household demographics and size of unit:
- b) Application is reviewed for completion as per Section 10 (Application for Housing);
- c) Need;
- d) Source and level of income and stability;
- e) Whether the applicant is an elder;
- f) Whether the applicant has a family and size of the family;
- g) Whether the applicant and their family are at risk;
- h) Special considerations (emergency need for housing as a result of fire, disability requiring barrier free living etc.);
- i) Applicant's current living situation, including household composition;
- j) Application history (ie. How many times has the applicant already applied);
- k) Past rental and financial history with Splatsin; and
- l) Criminal History

11.2 Notification of Successful Applicant

11.2.1 The Housing Department will notify a successful applicant in writing of the offer to rent a particular Rental Unit. This notification must include:

- a) the address, rental rate, and number of rooms of the Rental Unit;
- b) a copy of the Rental Agreement;
- c) information on how to obtain and view this Housing Policy, any other relevant documents, and all other applicable Splatsin Legislation and policies;
- d) the dates from which the applicant may choose for an orientation meeting with the Housing Department; and
- e) the date by which the applicant must confirm acceptance of the offer by signing the Rental Agreement and returning it to the Housing Department.

11.3.2 The applicant must respond to the notification of offer within seven (7) business days of receipt of the offer to accept or decline the offer and to arrange a time to view the rental unit.

11.3.3 If the applicant fails to respond to a notification of offer within the time prescribed in subsection 11.3.2, they are deemed to have refused the offer and the Housing Committee may re-allocate the Rental Unit.

11.3.4 If the applicant declines the offer, the applicant may request to remain on the priority waitlist.

12. Occupancy Procedures

12.1 Occupancy Procedures

12.1.1 Before occupying a Rental Unit, a prospective Tenant must:

- a) Attend an orientation meeting with the Housing Department to:
 - i. review the Tenancy Agreement and Housing Policy;
 - ii. review maintenance and repair responsibilities; and
 - iii. identify any issues that require resolution prior to commencement of the tenancy.
- b) Participate in a Move-In and Move-Out Condition Assessment of the Rental Unit in accordance with Section 19.2 of this Policy;
- c) Pay the first month's Rent to Splatsin;
- d) Pay the security deposit in accordance with Section 24 of this Housing Policy;
- e) If applicable, pay the pet damage deposit in accordance with Section 24 of this Housing Policy;
- f) Obtain approval for any Authorized Occupants. Any authorized occupants must also comply with occupancy procedures;
- g) Execute the Tenancy Agreement and related documents as determined by the Housing Department; and
- h) Attend maintenance workshops hosted by Splatsin.

12.1.2 A prospective Tenant must complete all of the processes including but not limited to a damage deposit before taking possession of the Rental Unit.

12.1.3 If the applicant fails to comply with this section of the Housing Policy, the Housing Department may rescind the offer and re-allocate the Rental Unit.

12.2 Tenancy Agreements

12.2.1 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Housing Policy, including:

- a) pay Rent and utility bills on time and in full;
- b) be responsible for any damage to the Rental Unit due to accident or negligence;
- c) maintain the Rental Unit in a clean, safe and orderly condition;
- d) care for and maintain the lands on which the Rental Unit is located;
- e) permit only Authorized Occupants to reside in the Rental Unit; and
- f) comply with any applicable Splitsin Legislation.

12.2.2 In signing a Tenancy Agreement, Splitsin agrees to:

- a) allow the Tenant and Authorized Occupants to reside in the Rental Unit; and
- b) provide and maintain the Rental Unit in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenancy.

12.2.3 Each Tenancy Agreement must be renewed by March 31st of each year and must be updated anytime there are changes to Tenant information, Authorized Occupants or Household Composition. Renewals may include any policy changes and updated Rent calculations.

12.2.4 After a Tenancy Agreement has been signed by the Tenant, the Housing Department will:

- a) Provide Tenant with a copy of the signed Tenancy Agreement;
- b) Securely keep the original and one copy of the signed Tenancy Agreement in the Tenant's file in the Housing Department; and
- c) Provide notification to Social Development Department where applicable.

12.3 Granting Occupancy

12.3.1 Upon completion of all of the stages in this section an applicant is entitled to occupancy of the Rental Unit on the date set out in the Tenancy Agreement.

12.3.2 Splitsin will provide the Tenant with keys or other means of access to the Rental Unit on or before the day on which the Tenant is entitled to take possession of the Rental Unit.

12.3.3 The Housing Department will retain keys for all Rental Units

12.3.4 The Housing Department will ensure the unit is inspected annually with 3 days notice and report filed in the tenants file.

13. Occupancy Standards

13.1 Authorized Occupants

13.1.1 All persons who reside in the Rental Unit on a continual basis for a period of 30 days and who are not Tenants must be approved in writing by the Housing Department and listed as Authorized Occupants on the signed Tenancy Agreement.

No changes may be made to the list of Authorized Occupants in a Tenancy Agreement without the prior consent of the Housing Department. Each authorized occupant will fill out a tenancy application and be reviewed as per section 10.2 of this Housing Policy. Each Authorized Occupant is required to provide a signed copy of the Occupant Covenants (HADM4).

The Housing Department may refuse any request to approve additional Authorized Occupants where such approval would result in overcrowding or failure to comply with the National Occupancy Standards (NOS).

A Tenant who allows any person who is not an Authorized Occupant to reside in the Rental Unit in violation of this section is in default of the Tenancy Agreement and may be evicted for cause in accordance with Section 18 of this Housing Policy.

13.2 Tenant Responsibility

13.2.1 Tenants are responsible for the actions of all Authorized Occupants and guests residing in the Rental Unit, including any conduct which results in damage to the Rental Unit or is otherwise in violation of the Tenancy Agreement or this Housing Policy.

14. Tenancy Review Meeting

14.1 Tenancy Review Meeting

14.1.1 Within 30 days of the expiry of a Tenant Agreement, the Housing Department shall arrange for a tenancy review meeting between Splatsin and the Tenant at a mutual agreeable date, time and location; adhere to this agreement unless emergency situation occurs, example work or death, etc.

14.1.2 The purposes of the tenancy review meeting are to:

- a) Determine if there is a mutual desire between Splatsin and the Tenant to renew the Tenancy;
 - i. Renew Tenancy Agreement; and
 - ii. Tenant gives written notice to vacate

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- b) Review any housing issues or concerns and devise an action plan;
 - c) Review the Tenancy Agreement, the Housing Policy, and any applicable Splitsin Legislation; and
 - d) Confirm household composition.

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

15. Rent Rates

15.1 Rent Rates

15.1.1 Rent is set by Splitsin and may be subject to CMHC or other operating agreements which will include housing structure insurance.

15.1.2 Rent will be reviewed annually and may be increased once each year. Any adjustments to rent will be set by the Housing department as of April 1st of each year. Tenants will be given 90 days (which will be January 1st of every year) written notice of a rent increase (HADM15 – Notice of Rental Increase).

16. Payment of Rent

16.1 Payment of Rent

16.1.1 Funds collected by the Housing Department as Rent contribute to the cost of housing for all Members, and protect Splitsin's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Tenancy Agreements.

16.1.2 Rent is due and must be paid in full on the first (1st) of every month unless the date falls on a weekend or Statutory Holiday, then rent is due the next business day.

16.1.3 In the event a Tenant moves-in or vacates a Rental Unit on a day other than the first (1st) day of the month, the payment for that month shall be prorated.

16.1.4 Partial payments or post-dated cheques will be accepted upon prior written consent of the Housing Department.

16.1.5 If the Housing Department accepts a partial payment of Rent, Splitsin does not waive the requirement for the Tenant to pay the remaining Rent owing.

16.2 Payment Methods

16.2.1 Rent may be paid by the following methods:

- a) Cash;
- b) Debit (if available);
- c) Cheque, certified cheque, money order or bank draft;
- d) Wage deduction;
- e) Amortized Rent Payments; or
- f) Pre-Authorized Direct Deposit

16.3 Pre-Authorized Direct Deposit

16.3.1 A Tenant who wishes to pay Rent by Pre-Authorized Debit must complete, sign and date a Pre-Authorized Direct Deposit – [\(HFIN1\)](#).

16.4 Wage Deduction

16.4.1 Employees, contractors doing work for Splatsin, and any other person on Splatsin payroll must complete a Consent to Wage Deduction – [\(HFIN2\)](#) to have their Rent deducted directly from their pay cheque.

16.5 Amortized Rent Payment

16.5.1 At the end of each fiscal year the Housing Department will provide each Tenant with an annual statement of account confirming:

- a) Rent payments received for the previous fiscal year; and
- b) Any Arrears or other housing related debt owed by the Tenant for previous fiscal year.

17. Arrears

17.1 Arrears

17.1.1 All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.

17.1.2 Rent is in Arrears if the full amount is not paid by midnight on the first day of the month or first business day after the due date.

17.1.3 The Housing Department may charge a reasonable fee to recover costs incurred by Splatsin associated with Arrear collection, including any Non-Sufficient Funds (NSF) charges.

17.1.4 Reasonable arrears and household record arrears will be kept separately and tracked accordingly.

17.2 Notice of Eviction

17.2.1 The Housing Department will send the Tenant the Notice of Eviction (HADM10) at the expiry of 7 business days after the date the Rent was due and owing or if there are numerous disturbances and RCMP are required to attend.

17.2.2 Pursuant to section 17.2.1, the Notice of Eviction will state:

- a) the amount of Arrears;
- b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
- c) that the Tenant has 5 business days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full;
- d) that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within the said 5 business day period, the Housing Department will terminate the Tenancy Agreement and commence with the eviction process; and
- e) Numerous Disturbances that RCMP are in attendance.

17.3 Arrears Repayment Agreement

17.3.1 The purpose of an Arrears Repayment Agreement is to assist a Tenant to rectify any Arrears as soon as possible in a manner which is manageable for the Tenant.

17.3.2 In determining whether to agree with a Tenant to enter into a Arrears Repayment Agreement, the Housing Department may consider:

- a) the income of the Tenant;
- b) whether the Tenant has previously had Arrears;
- c) whether the Tenant has previously entered into Arrears Repayment Agreements and whether the Tenant defaulted on any of those agreements;
- d) the amount of the Arrears; and
- e) any other circumstances which the Housing Department, in its sole discretion, considers applicable in determining whether to agree to an Arrears Repayment Agreement.
- f) All arrears will be kept separately and will be tracked to the infracting tenant(s).

17.3.3 If the Housing Department approves an Arrears Repayment Agreement, the terms of the agreement will be negotiated between the Tenant and the Housing Director/Manager and set out in writing in the prescribed Arrears Repayment Agreement (HADM7).

17.3.4 For greater certainty, an Arrears Repayment Agreement is for Arrears only, and a Tenant who enters into an Arrears Repayment Agreement continues to have the obligation to pay Rent as it comes due.

17.4 Persistently Late Payments

17.4.1 If a Tenant regularly pays Rent after the time on which it was due but before any notice of Arrears is issued, the Tenant may not be eligible to renew the Tenancy Agreement.

18. Termination of Tenancy

18.1 Expiration of the Tenancy Agreement

18.1.1 Unless it is renewed, a tenancy ends on the date that a Tenancy Agreement expires and the Tenant must vacate the Rental Unit.

18.2 Termination of Tenancy by Tenants

18.2.1 A Tenant may terminate the Tenancy Agreement by providing written notice to the Housing Department at least 30 days prior to the intended termination date.

18.2.2 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days' notice of termination, the Tenant must also pay Rent for the month immediately following the month in which notice was given.

18.2.3 List of any additional costs and fees. For example, repair costs may be added to the costs owing by the Tenant.

18.2.4 The Tenant must vacate the Rental Unit on or before the termination date.

18.3 Termination of the Tenancy by Splitsin

18.3.1 Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement, the Housing Department will issue a Notice of Default (HOUS4) to the Tenant indicating the nature of the breach and the time within which the tenant must resolve the breach.

18.3.2 The following will result in a Notice of Default and/or IMMEDIATE EVICTION:

- a) Significant Tenant Damage to the Rental Unit;
- b) Excessive noise caused by the Tenants between 11 p.m. and 7 a.m.;
- c) People other than Authorized Occupants residing in the Rental Unit for more than 30 days;
- d) Refusal to resolve disputes;
- e) Unauthorized use of the Rental Unit (e.g. for purposes of a Unit business);

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- f) Failure to maintain/repair Rental Unit as required;
 - g) Uncontrolled or unauthorized pets;
 - h) Excessive unlicensed vehicles in accordance to section 38;
 - i) Yard is not maintained;
 - j) The Tenant has ceased to be eligible to reside on reserve;
 - k) People in excess of NOS requirements residing in the Rental Unit for more than 21 continuous days; or
 - l) Unsanitary conditions in the Rental Units.

18.3.3 A Notice of Default (HOUS4) shall be delivered by hand to an Adult residing in the Rental Unit or posted to the front door of the Rental Unit with a third-party as witness to the delivery of the Notice.

18.3.4 If the breach is not resolved within the time specified in the Notice of Default (HOUS4) a Tenant will be issued a Notice of Default (HOUS4) granting the Tenant a further 5 business days to resolve the breach, and informing the Tenant that failure to do so will result in the issuance of a Notice of Eviction (HOUS10).

18.3.5 If the breach is not resolved within the time specified in the Final Notice of Default (HOUS4) the Housing Department will provide a report to the Housing Committee along with a recommendation as to whether the Tenant should be evicted.

18.4 Eviction for Severe Breaches

18.4.1 Splantsin may terminate a Tenancy Agreement and serve a Notice of Eviction (HOUS10) without a prior Notice of Default (HOUS4) for:

- a) Arrears in accordance to section 17;
- b) engaging in illegal or criminal activity from a Rental Unit;
- c) repeatedly disturbing the peace;
- d) aiding and abetting persons awaiting prosecution by any law enforcement agency in Canada or the United States of America;
- e) other breaches that Splantsin considers sufficiently severe to warrant immediate eviction;
- f) Any misleading, fraudulent or misrepresentation in any part of the agreement will void the agreement and an immediate eviction will be enacted; and
- g) Any Banning, Band Council Resolution must be adhered to; harboring any person banned will lead to a severe breach and could lead to immediate eviction.

18.5 Eviction for Failure to Vacate

18.5.1 Where a Tenancy Agreement has ended in accordance with subsection 18.1, 18.2 and 18.3 a Tenant who fails to vacate the Rental Unit may be evicted without a Notice of Eviction (HOUS10) in the manner of an evictee subject to such a notice.

18.6 Issuing a Notice of Eviction

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

19. Vacating a Unit

19.1 Vacating a Rental Unit

19.1.1 Tenants and Subtenants must vacate a Rental Unit when required to do so under the terms of the Rental Agreement, a Notice of Eviction (HOUS10) or other notice to vacate issued in accordance with this Housing Policy.

19.1.2 Vacating a Rental Unit means that the Tenant has removed their personal property, returned all keys to the Housing Department, and has left the Rental Unit in a clean, undamaged condition, which includes but not limited to:

- a) Light bulbs in working order;
- b) Carpets, floors, walls and doors cleaned and washed;
- c) All garbage removed;
- d) All appliances i.e. refrigerator, stove, dishwasher, etc., cleaned and washed; and
- e) Any cleaning required to make the Rental Unit re-rentable.

19.2 Move-Out Condition Assessment

19.2.1 As part of vacating a Rental Unit a Tenant is required to complete a Move-Out Condition Assessment (HOUS1).

19.3 Unclaimed Possessions

19.3.1 A Tenant who vacates a Rental Unit and leaves personal property behind must contact the Housing Department within 24 hours of vacating the Rental Unit to make arrangements to enter the Rental Unit and remove the personal property.

19.3.2 If the Tenant does not claim or does not make arrangements to recover their personal property within the time specified in subsection 19.3.1 then the Housing Department may at its sole discretion remove the personal property from the Rental Unit and store it for a maximum of 30 days.

19.3.3 At the expiry of 30 days the Housing Department will remove all personal property that was recovered from the Rental Unit.

19.3.4 The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by Splatsin.

20. Marital Breakdown

20.1 Marital Breakdown

Splatsin's primary concern is the protection of the Member Children. Splatsin strives to ensure care of the best interests and welfare of Member Children when spouses separate or divorce. Member Children of spouses who are ending their relationship have the right to reside in the matrimonial unit until the Member Children reaches the age of majority, or until other suitable arrangements have been made in the best interests of the Member Children.

20.1.1 If there is a marital breakdown involving a Tenant or Tenants, the determination of which Spouse will retain possession of a Rental Unit will be made in accordance with this Housing Policy and any applicable order of a court having jurisdiction.

20.1.2 If both Spouses are Members, they are considered to be Co-Tenants with equal rights to use and occupy the Rental Unit. If one Spouse is a Non-member, only the Member Spouse is a Tenant.

20.1.3 If one Spouse is a Non-Member and there are no children of the relationship, the Tenancy Agreement is assigned to the Member Spouse provided that Spouse is eligible to be a Tenant.

20.1.4 If both Spouses are Members and there are no Member Children, Splatsin can require them to reach an agreement on their own or require them to re-apply for rental housing as new Tenants, or some combination thereof.

20.1.5 Pursuant to Section 20.1.4 an agreement made between Co-Tenants as to who retains possession of the Rental Unit must be submitted to the Housing Committee for review, recommendation and decision on which Spouse retains possession based on the content of the agreement and the individual Spouses' eligibility for tenancy on their own.

20.1.6 If one or both Spouses are Members and there are children of the relationship, the Spouse who has primary custody of Member children will be granted occupancy rights to the Rental Unit until the Member Children are of the age of majority.

20.1.7 Pursuant to Section 20.1.6, a Non-member Spouse may apply for exclusive occupation of the Rental Unit for a fixed period, which would allow the Non-Member Spouse to keep the Member Children in their community.

21. Death of a Tenant

21.1 Rental Unit Procedures

21.1.1 A Tenant of a Rental Unit does not own the house and cannot bequeath any interest or right in the Rental Unit to any person upon his/her death.

21.2 Outstanding Arrears and Housing Charges

21.2.1 If the deceased Tenant was in Arrears or otherwise in debt to Splatsin for housing related charges, Splatsin may file a claim against the estate of the deceased Tenant for repayment of the monies owed. Housing and Finance will submit claim to the estate within 30 days.

22. Pets and Animal Control

22.1 Keeping Pets in a Rental Unit

22.1.1 No pets will be allowed in the rental units unless they are certified Service Animals.

22.2 Authorizing Pets

22.2.1 For each pet a Tenant wishes to keep on the Premises, they shall submit a Pet Request (HOUS5) to the Housing Department for approval that includes the following information:

- a) type, breed, age and size of pet;
- b) confirmation that the pet has been vaccinated and regularly treated for fleas and parasites;
- c) confirmation that the pet has been spayed or neutered;
- d) if applicable, evidence that the pet has been licensed in accordance with any applicable Splatsin Legislation; and
- e) Copy of the Service Animal certification.

22.2.2 As part of the approval process, the Tenant and the Housing Director/Manager will conduct a condition assessment of the Rental Unit in accordance with Section 19.2 to confirm the condition and appropriateness of those parts of the Rental Unit that may be designated for the housing and care of pets.

22.2.3 If the Housing Department approves an application to have a pet in a Rental Unit:

- a) The Tenant will sign and comply with a pet policy addendum to the Tenancy Agreement in the Pet Policy Tenancy Addendum (HOU55), and
- b) The Tenant will provide the Housing Department with a pet damage deposit equal to 50% of one month's rent.

22.3 Tenant Responsibility

22.3.1 The Tenant is solely responsible for any damage caused to the Rental Unit by any animal, the Tenant, an Authorized Occupant or guest keeps at the Rental Unit, regardless of whether the Housing Department has approved the animal to reside at the Rental Unit.

22.3.2 If the Tenant fails to repair any such damage prior to termination of the Tenancy Agreement, Splatsin may apply the pet security deposit towards the costs of such repairs.

22.3.3 The Tenant must ensure the following conditions are met:

- a) limit the number of cats or dogs to a total of two animals permitted in a Rental Unit;
- b) all health and safety requirements are satisfied i.e., not allowing animals to run at large; cleaning up after pets, proper animal care, etc; and
- c) Tenants must prohibit breeding of any animals unless prior written approval has been granted by the Housing Department.

23. Insurance

23.1 Property Damage Fire Insurance - Rental Housing

23.1.1 Splatsin will maintain property and fire insurance for all Rental Units so long as Splatsin retains ownership of the Rental Unit.

23.2 Contents Insurance

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

23.3 Tenant Covenant

- 23.3.1 A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of any insurance policy carried by Splatsin for a Rental Unit.
- 23.3.2 A Tenant will immediately comply with any written notice from Splatsin or any insurer requiring the performance of works or discontinuance of any use of a house or lot in order to avoid penalty, invalidation or cancellation of any insurance policy carried by Splatsin for a Rental Unit.
- 23.3.3 Tenants are responsible for any losses, costs or damages incurred by Splatsin for any conduct that voids an insurance policy carried by Splatsin for a Rental Unit.

24. Security Deposit

24.1 Security Deposits

- 24.1.1 All Tenants must pay a security deposit that is equal to 1 month of the monthly Rent before taking possession of a Rental Unit.
- 24.1.2 A Tenant must pay a pet security deposit that is equal to 50% of the monthly Rent before a certified service animal may be kept in a Rental Unit.
- 24.1.3 The Housing Department will retain a security deposit in an interest-bearing account in trust for the Tenant for the duration of the Tenancy Agreement.
- 24.1.4 Within 15 business days of the Tenant vacating the Rental Unit at the termination or expiry of the Tenancy Agreement, or a pet vacating a Rental Unit, the Housing Department will return or make available for pick-up a security deposit, plus accrued interest, to the Tenant unless:
- a) the Housing Department, makes a claim, in writing, against the security deposit for Tenant damage to the Rental Unit; or
 - b) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid rent or damage.
- 24.1.5 A Tenant shall have the right to appeal a decision by the Housing Department to keep a portion of a security deposit as set out in Section 27.

25. Maintenance and Repairs

25.1 Splitsin Maintenance and Repair Responsibilities

25.1.1 Splitsin will fulfill the duties and obligations set out in the Checklist of Rental Maintenance and Repair Responsibilities (HMTN3). Regular Unit inspections report as per insurance maintenance checklist.

25.1.2 Splitsin is additionally responsible for:

- a) ensuring that all maintenance and repair work will be overseen or carried out on the Rental Unit by the Housing Department meets or exceeds the requirements of the British Columbia Building Code and the National Building Code and any Splitsin Legislation specifying building standards, and any other applicable by-laws, codes or regulations;
- b) ensuring all structural, heating, electrical and plumbing repair work carried out on the Rental Unit is completed by a properly certified licenced contractor; and
- c) keeping records of all repairs carried out on the Rental Unit including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

25.2 Tenant Maintenance and Repair Responsibilities

25.2.1 Tenants will fulfill the duties and obligations set out in the Checklist of Maintenance and Repair Responsibilities (HMTN3).

25.2.2 Tenants must complete and submit the applicable Seasonal Checklist (HMTN4) to the Housing Department to confirm completion of their maintenance responsibilities.

25.2.3 Tenants are additionally responsible for the general maintenance, cleaning, and minor repairs and replacements to a Rental Unit.

25.2.4 Tenants must, as soon as is reasonably possible, report to the Housing Department, by submitting a Maintenance Request Form (HMTN3) to the Housing Department identifying any maintenance issues.

25.2.5 The Tenant is responsible for the proper care and storage of any hazardous materials within their Units, yards and common living areas.

25.2.6 If a Tenant is in possession of any firearms, ammunition or other weapons on or around the Rental Unit, the Tenant will forthwith advise the Housing department and the Fire Department of same.

25.2.7 Tenants shall not remove any fixtures from the Rental Unit.

25.2.8 Tenants shall not remove any appliances, unless those appliances are the property of the Tenant, from the Rental Unit.

25.3 No reimbursement for costs which are the responsibility of the Tenant

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

25.4 Alterations, Additions, and Improvements

25.4.1 A Tenant wishing to make any alterations, additions or improvements to the Rental Unit must first obtain written approval of the Housing Department.

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

25.4.3 Unless otherwise agreed to in writing, Splatsin is not responsible for the cost of repairs to any unapproved alterations, additions, or improvements.

25.5 Emergency Repairs

25.5.1 Emergency Repairs are related to health, safety and structural issues and include, but are not limited to, repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:

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

25.5.2 Tenants are responsible for reporting any circumstance which may warrant an emergency repair to the Housing Department on the next business day.

25.5.3 The Housing Department shall make all reasonable efforts to respond to emergency repairs as soon as possible.

25.5.4 Where emergency repairs are performed by the Housing Department and those emergency repairs were necessary as a result of damage or neglect on the part of the Tenant, the Tenant shall be responsible for the cost of those emergency repairs, in accordance with Section 28.1 of this Housing Policy.

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

25.6 Tenant Failure to comply with Maintenance Responsibilities

25.6.1 A Tenant who breaches a Tenancy Agreement or a provision in this policy by failing to comply with his or her maintenance responsibilities may be issued a Notice of Default in accordance with Section 28.1.

26. Negligent or Intentional Damage and Vandalism

26.1 Tenant Damage

26.1.1 For the purposes of this section, "Tenant Damage" means damage to a Rental Unit caused by the intentional or negligent conduct of:

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

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

26.2 Condition Assessment

26.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a Tenant Damage Assessment (HMTN5) in accordance with Section 27.4.1 of this Housing Policy.

26.3 Notice of Tenant Damage

26.3.1 If after completing a Tenant Damage assessment the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a written Notice of Tenant Damage (HMTN5) to the Tenant containing the following information:

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

26.4 Performance of Repairs

26.4.1 The Housing Department will carry out the repairs and/or replacements set out in the Notice of Tenant Damage (HMTN5) and the costs will be invoiced to the Tenant.

26.5 Invoice Payment

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

- a) paying the amount in full; or
- b) negotiating a Tenant Damage Repayment Agreement (HMTN5) with the Housing Department.

26.5.2 The Housing Department has no obligation to enter into a Tenant Damage Repayment Agreement.

26.5.3 The Housing Department may not enter into a Tenant Damage Repayment Agreement with a Tenant unless the Tenant pays a minimum of 50% percentage of the estimated repair costs or an amount agreed to by the Housing Department on the date the agreement is entered into.

26.5.4 If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a Tenant Damage Repayment Agreement, the Housing Department may issue a Notice of Default in accordance with Section 18.3.1.

26.6 Tenant Damage Discovered Upon Move-Out or Abandonment

26.6.1 Where Tenant Damage is discovered during a move-out assessment, the Housing Department may deduct the costs to repair Tenant Damage discovered from the Tenant's security deposit in accordance with Section 24.1.4.

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

26.7 Vandalism

26.7.1 If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Rental Unit, the Tenant must report such damage to the Housing Department and to the RCMP immediately.

26.7.2 When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a condition assessment Vandalism Assessment (HADM9) in accordance with Section 27.4.1 of this Housing Policy.

26.7.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Rental Unit that are caused by third party vandalism, providing that the Tenant must:

- a) report the break-in and/or vandalism to both the Housing Department and to the RCMP in a timely manner;
- b) filed a police report;
- c) submitted a copy of the police report to the Housing Department, and
- d) tenant will be required to witness and testify, failure to do so will result in the tenant being charged fully for the repairs.

26.7.4 If the Housing Department, during a condition inspection, finds unreported third-party damage to a Rental Unit, the Housing Department will:

- a) file a police report with the RCMP; and
- b) refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.

26.7.5 If the Tenant does not report third party damage to a Rental Unit in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.

26.7.6 The Housing Department is not responsible for any damage to the Tenant's personal property which is caused by a third party.

26.8 Notice of Default for Significant Damage

26.8.1 Where it determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third party vandalism, the Housing Department may issue a [Notice of Default (HOUS4) in accordance with Section 18.3.1 of this Housing Policy.

27. Condition Assessments

27.1 General Policy

- 27.1.1 The Housing Department will conduct condition assessments of all Rental Units in accordance with this Housing Policy to assess maintenance and repair needs and to identify any misuse or negligence by a Tenant, Authorized Occupant or guest.
- 27.1.2 Except in the case of emergencies, tenants must be present for all condition assessments, unless the Housing department is unable to reach the tenant after reasonable efforts.
- 27.1.3 Except as otherwise specified in this Housing Policy, at the conclusion of any condition assessment, the Housing Department will review the completed Condition Assessment Report with the Tenant and the Housing Department and Tenant will sign and retain a copy of the report.
- 27.1.4 The Housing Department will keep up to date Condition Assessment Reports for all Rental Units.

27.2 Move-in and Move-out Assessments

- 27.2.1 The Housing Department and Tenant will complete a move-in condition assessment of the Rental Unit on or before the day on which the Tenant is entitled to occupy a Rental Unit.
- 27.2.2 The Housing Department and Tenant will complete a move-out condition assessment of the Rental Unit anytime a Tenant is vacating a Rental Unit.
- 27.2.3 A move-out condition assessment will be completed on or after the day on which the Tenant ceases to occupy the Rental Unit, or on or after the day on which the Tenant ceases keeping a pet in the Rental Unit, or on another mutually agreed upon day.
- 27.2.4 The Housing Department shall provide the Tenant with a copy of the signed Move-In/Move-Out Assessment (HOUS1).
- 27.2.5 The Housing Department shall make reasonable efforts to accommodate a Tenant and shall offer no fewer than 3 opportunities to the Tenant to schedule a move-in or move-out condition assessment.

27.2.6 If a Tenant fails or refuses to participate in a move-in or move-out condition assessment and the Housing Department has complied with the requirements in Section 27.2.5, then:

- a) the Housing Department may conduct the move-out condition assessment and complete the Condition Assessment Report without the Tenant being present; and
- b) the Tenant's right to the return of a security deposit or pet damage deposit, or both, is extinguished.

27.2.7 Except where a Tenant has abandoned the Rental Unit, Splatsin's right to claim the security deposit is extinguished if the Housing Department fails to:

- a) comply with Section 27.2.5;
- b) participate in either a move-in or move-out condition assessment; or
- c) provide the Tenant with a copy of the Move-In/Move-Out Assessment (HOUS1).

27.3 Annual Maintenance Planning Assessment

27.3.1 The Housing Department shall complete a Maintenance Planning Assessment (HMTN1) with the Tenant for each Rental Unit on an annual basis.

27.3.2 The Maintenance Planning Assessment shall identify:

- a) unreported damage or vandalism;
- b) maintenance or repairs that are not being completed as required; and/or
- c) any future repairs that will be needed for the Rental Unit.

27.3.3 The Housing Department will provide the Tenants at least 3 business days written notice prior to the date of assessment.

27.4 Other Assessments

27.4.1 The Housing Department may enter a Rental Unit to conduct a condition assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with Section 31.1.1 of this Housing Policy.

27.4.2 The Housing Department may retain the services of external inspectors and building experts to conduct a condition assessment of the Rental Unit at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with Section 31.1.1 of this Housing Policy.

27.4.3 In the case of a health and safety emergency, including natural disasters, the Housing Department or delegate may enter a Rental Unit without notice to the Tenant and in accordance with Section 31.2.1 of this Housing Policy to assess emergency repair needs and to ensure that emergency repairs are carried out as quickly as possible.

28. Transfer/Relocation of Tenants

28.1 Transfers Required to meet National Occupancy Standard (NOS)

28.1.1 Splitsin may require a Tenant to transfer to an alternative available Rental Unit, or to exchange Rental Units with another Tenant, in order to ensure that the Tenant's Household Composition conforms to the NOS.

28.1.2 If a Tenant anticipates that the Tenant's Household Composition will change as a result of a birth or death, the Tenant must notify the Housing Department as soon as possible and may request a tenancy transfer if the change to the Household Composition will result in either under-housing or over-housing in relation to the NOS.

28.2 Emergency Transfers

28.2.1 Splitsin may transfer a Tenant to an alternative Rental Unit at any time such transfer is required as a result of an emergency (natural disasters, fire, flood, earthquake, mold and structural damage, etc.). Such transfer may be temporary or permanent as required by circumstances and availability of alternative housing and will be decided on a case-by-case basis.

28.3 Transfer Requested by Tenant

28.3.1 A Tenant may request to transfer to another Rental Unit at any time and for any reason by submitting a new Rental Housing Application to the Housing Department in accordance with Section 10.1 of this Housing Policy.

28.4 Termination of Previous Tenancy Agreement

28.4.1 When a transfer is required or approved, the previous Tenancy Agreement is terminated, and the Tenant will be required to enter into a new Tenancy Agreement for the new Rental Unit.

28.5 Notice of Transfer

28.5.1 If a transfer is required by Splitsin in accordance with Section 20, 21, and 28, Splitsin will provide the Tenant with a written notice 30 days before termination of the existing Tenancy Agreement.

29. Absences and Abandonment

29.1 Extended Absences

29.1.1 If a Tenant will be absent from the Rental Unit for longer than 14 consecutive days, the Tenant must submit a Notice of Absence (HOUS3) to the Housing Department.

29.1.2 The Housing Department may approve a request for an extended absence provided that the request is made for one of the following reasons:

- a) Education;
- b) Medical; or
- c) Employment.

29.1.3 During an authorized extended absence:

- a) the Tenant must continue to pay Rent and utilities;
- b) identify a local contact person responsible for carrying out tenant responsibilities during the absence;
- c) the Housing Department is responsible for routine preventative maintenance of the Rental Unit, including monitoring to prevent vandalism and other hazards, and
- d) ensuring that the person occupying home is under the tenant list and is subject to the Splatsin Housing policy.

29.2 Abandoned Rental Units

29.2.1 The Housing Department may deem a Rental Unit to be abandoned and resume possession if:

- a) the Tenant is absent for 14 or more consecutive days without prior written approval of the Housing Department;
- b) Rent and/or utility payments for the Rental Unit have not been paid for 30 or more days;
- c) The Tenant has failed to communicate with the Housing Department regarding the absence;
- d) The Housing Department has been unable to contact the Tenant for 14 or more consecutive days; and/or
- e) The Tenant has failed to respond to a Notice of Abandonment (HOUS2) for 7 or more days.

29.2.2 If a Tenant is deemed to have abandoned a Rental Unit, the Tenancy Agreement is deemed to be terminated and the Tenant to have forfeited all rights thereunder:

- a) Rent for the month following the date on which the Rental Unit is deemed abandoned;
- b) any Arrears or other outstanding housing-related debts; and
- c) any costs incurred by Splatsin as a result of the Tenant's abandonment of the Rental Unit, all of which will be a debt owed to and recoverable by Splatsin.

29.2.3 The Housing Department may take any action it deems necessary to secure and protect an abandoned Rental Unit, including but not limited to changing the locks or other means of access.

29.2.4 Any personal property remaining in an abandoned Rental Unit will be handled in accordance with Section 19.3 of this Housing Policy.

30. Keys and Locks

30.1 Keys and Locks

30.1.1 Splatsin will retain a copy of the keys for each Rental Unit and will ensure that only persons having access will be bondable.

30.1.2 Splatsin will not change the locks or other means of access to a Rental Unit that is occupied by a Tenant unless Splatsin also provides the Tenant with new keys or other means of access. Splatsin may at its sole discretion and at any time change the locks on a vacant Rental Unit.

30.1.3 Tenant(s) will not change the locks or other means of access to a Rental Unit. If Tenant(s) change the locks or other means of access to a Rental Unit without the written consent of the Housing Department, Splatsin has the right to terminate the tenancy.

30.1.4 Tenant(s) are responsible for the cost incurred by Splatsin to change the locks or rekey a lock to a Rental Unit unless the Tenant is not responsible for the conditions that resulted in changing the locks or rekeying a lock to a Rental Unit.

30.1.5 Tenant(s) are responsible for the cost of replacing lost keys.

31. Splatsin Entry of Rental Unit

31.1 Splatsin Entry with Notice for Reasonable Purpose

31.1.1 The Housing Director/Manager or a delegate may only enter a Rental Unit if the Housing Department gives advance written notice to the Tenant at least 24 hours before the proposed entry setting out:

- a) a reasonable purpose for entering such as unit inspection and/or safety checks;
- b) the date and time of entry, which must be between 8:30 am and 4:30 pm unless the Tenant agrees, otherwise:
 - i. the entry is without notice but is necessary to protect life or property (emergency entry);
 - ii. the Tenant(s) consents at the time of entry; and
 - iii. the Tenant has abandoned the Rental Unit refer to Section 29.2.

31.2 Emergency Entry

31.2.1 If there is an emergency and the Tenant is not available to grant permission, the Housing Department representative entering the Rental Unit should be accompanied wherever possible by a witness (i.e. member of Splatsin administration, emergency responder).

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

32. Fire Protection

32.1 Smoke and Carbon Monoxide (CO2) detectors

32.1.1 All Rental Units are equipped with smoke alarms in accordance to the National Building Code of Canada. Tenant responsibilities for smoke alarms are contained in the Tenancy Agreement.

32.1.2 All rental Units are equipped with CO2 detectors will be inspected annually.

32.2 Chimneys, Fireplaces and Woodstoves

32.2.1 Tenants must keep any chimney or fireplace clear of debris.

32.2.2 On an annual basis, Splatsin shall:

- a) Inspect and clean the chimney;
- b) Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney;

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- c) Ensure that all installed fireplaces and woodstoves are properly installed and inspected as specified in the National Fire Code of Canada; and
 - d) Inspect smoke detectors and replace if required and charged annually

32.3 Fire Extinguishers

32.3.1 Splatsin will ensure all fire extinguishers will be inspected and charged as required with annual re-certification.

32.3.2 Failure to have the fire extinguisher accessible at all time is a violation of Splatsin's Comprehensive insurance as such is also cause for termination of the tenancy agreement.

32.4 Flammable Materials, Ignition Devices

32.4.1 Tenants must store all flammable liquids or solvents and firewood in appropriate containers

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

32.5 Smoking and Cigarettes

32.5.1 Smoking of any substance is not permitted in any Rental Units.

32.6 Emergency Exits

32.6.1 Splatsin recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Rental Unit.

32.6.2 Tenants must ensure all entry/exit points for the Rental Unit are clear and accessible at all times.

33. Vehicles and Parking

33.1 Parking

33.1.1 Vehicles must be licensed in accordance to the *British Columbia Motor Vehicle Act*.

33.1.2 Parking prohibitions include but are not limited to:

- a) Septic fields;
- b) Lawns;
- c) Property access route(s); and/or
- d) Locations that may cause environmental damage.

33.2 Storage

33.2.1 Stored vehicles must be licensed for storage in accordance to the *British Columbia Motor Vehicle Act* and registered to the tenants name.

33.2.2 Tenants are permitted to store;

- a) 2 vehicles at the Rental Unit property; and
- b) Recreation vehicles kept on the property must be registered and ownership must be in the tenants name.

33.2.3 Tenants are permitted to request additional storage for automobiles. Automobile storage or licencing must be in compliance with Section 33.1.1 or 33.2.1.

33.2.4 Automobile storing prohibitions include but are not limited to:

- a) Septic fields;
- b) Lawns;
- c) Property access route(s); and/or
- d) Locations that may cause environmental damage.

33.2.5 If the Tenant(s) does not comply with the terms set out for parking and storing vehicles, the Housing Department will issue a Notice of Default (HOUS4) to the Tenant to correct the infraction within 30 days of the delivery of the Notice.

33.2.6 The Tenant(s) is responsible for the cost incurred by Splitsin to remove, store or otherwise correct the problem.

34. Appeals Procedure

34.1 Appeals Committee

34.1.1 The function of the Appeals Committee is to determine, on the basis of the evidence presented to it, whether the initial decision-maker acted or decided the matter in an unfair, unreasonable or unjust way.

34.1.2 The Housing Director/Manager in consultation with the Housing Committee shall appoint the Appeals Committee and the Appeals Committee shall be composed of the following 5 persons: Two members of Council, one staff member from the Splitsin administration, one member of the Housing Committee and an elder of the community and an Arbitrator if deemed necessary.

34.1.3 If any person is prevented from sitting on the Appeals Committee due to a conflict of interest, that person shall recuse himself/herself from the Appeals Committee and shall be replaced by an alternate, which alternate may be a member of Council, a Manager/Director from the Splantsin administration, a member of the Housing Committee, or an elder of the community.

34.1.4 The Appeals Committee shall have sole jurisdiction to hear and make final adjudication of appeals submitted through this process.

34.1.5 The Appeals Committee shall retain discretionary authority to modify the hearing process as fits the circumstances, including the authority to:

- a) decide preliminary matters, including whether the appeal should proceed;
- b) direct, curtail or encourage the organization of witnesses, testimony and evidence in the interests of enhancing the clarity, relevance and efficiency of the proceedings; and
- c) require the production of written or documentary evidence by the parties or by other sources; and waive or extend any time periods set out in these Appeal Procedures.

34.2 Types of Appeals

34.2.1 A Tenant, Member or any person directly affected by a decision made under this Housing Policy may appeal any decision, including decisions of the Housing Department, Housing Committee and/or Council.

34.3 Grounds for Appeal

34.3.1 A decision may be appealed on any of the following grounds:

- a) There was an error of fact;
- b) There was an error of legislation; and
- c) The appellant questions the decision as unfair, unjust, or unreasonable.

34.4 Time Limitations

34.4.1 Time is critical to the fair disposition of disputes or appeals.

34.4.2 Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.

34.4.3 The appellant and the responsible authority or committee must perform each step in the appeals process within the time specified for such step.

34.4.4 If the responsible authority or committee is unable to provide a response within the specified period, the appellant shall be informed of that fact and of when the response will be provided in writing.

34.4.5 The lack of timely action or response by either party does not preclude either party from proceeding to the next step of the procedure but may be taken into account by the Appeals Committee in deciding whether an appeal will be heard.

34.5 Preliminary Meetings

34.5.1 The preliminary meetings are intended to:

- a) Clarify and document the facts of the dispute;
- b) Identify potential resolution to the dispute; and
- c) Attempt to resolve the dispute.

34.5.2 The Appellant shall initiate a preliminary meeting with the Housing Director/Manager to attempt to resolve the matter.

34.5.3 Where the matter remains unresolved, a second meeting shall take place between the Appellant, the Housing Director/Manager and a member of the Housing Committee within 7 business days of the preliminary meeting.

34.6 Notice of Appeal and Investigation

34.6.1 If the matter is unresolved within 7 business days of the second meeting pursuant to section 34.5.3 the Appellant may submit a Notice of Appeal (HADM15) to the Housing Committee. The Notice of Appeal shall be in writing and shall contain the appellant's name and address, and shall state in general terms the nature of the decision, reasons for the appeal, and the remedial action sought by the appellant.

34.6.2 The Housing Committee shall conduct an investigation based on the appellant's written submission and shall attempt to resolve the matter.

34.7 Application for Hearing

34.7.1 If the Housing Committee is unable to resolve the matter within 7 business days of having received the Notice of Appeal, it shall notify the appellant that he/she may request a hearing before the Appeals Committee.

34.7.2 Within 7 business days of receiving such notice, the appellant shall complete an Application for Hearing before the Appeals Committee (HADM15) and submit it to the Housing Committee.

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- 34.7.3 No matter shall be heard by the Appeals Committee unless the appellant has completed all requisite submissions. The Housing Committee shall notify the appellant of any deficiencies in the submission and may set a timeframe for correction of same. If the deficiencies are not corrected within the allowed time, the appeal may be disallowed for incompleteness or noncompliance with procedures. If the Housing Committee is unable to contact the appellant at the last known address, the appeal shall be deemed to be withdrawn.
- 34.7.4 Upon receipt of a completed Application for Hearing, the Housing Committee shall within 5 business days forward a copy of the completed Application to the Administrator who is responsible for the decision under appeal.
- 34.7.5 Within 5 business days of receiving the Application for Hearing, the Administrator shall deliver to the Housing Committee a Response to Appeal (HADM16). Within 5 business days of receipt of the Response to Appeal, the Housing Committee shall forward a copy of the Response to Appeal to the appellant.
- 34.7.6 Upon receipt of the Application for Hearing and Response to Appeal, the Housing Committee shall refer the matter to the Appeals Committee for resolution. The referral shall include the Notice of Appeal, the Application for Hearing and the Response to Appeal.

34.8 Hearing Process

- 34.8.1 The hearing must be conducted in accordance with the principles of natural justice; namely that the appellant and the respondent have the right to receive notice, to be heard and to know the case against them. While the Appeals Committee has broad discretion, all hearing must comply with the following procedures:
- a) The hearing must take place as soon as possible following the referral to the Appeals Committee;
 - b) As much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the Appeals Committee and to the parties;
 - c) All parties will be given reasonable written notice of the date, time, and place of the hearing;
 - d) The hearing will be open, except where otherwise requested by either party or if the Appeals Committee determines in its sole discretion that a closed hearing is required. A party requesting a closed hearing must provide reasons for the request and the Appeals Committee will have sole discretion to confirm or deny such request;

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- e) Each party will have opportunity to make submissions to the Appeals Committee either oral or written and to present witness testimony, and each party may question the other's witnesses; and
 - f) Each party will bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

34.8.2 After the hearing is complete, the Appeals Committee will deliberate in closed session and will provide a written decision with reasons, and any order of the Appeals Committee, to all parties within 5 business days of the conclusion of the hearing, and to such other individuals as the Appeals Committee deems appropriate and/or necessary.

34.8.3 Decisions of the Appeals Committee are final.

APPENDICIES

Appendix 1 – Rental Matrix of Splatsin Housing Units as of January 1, 2021

Bedrooms	1	2	3
Deep Subsidy	\$375	\$570	\$660
Regular	\$604	\$735	\$805
Social Development	Maximum Allowable under the ISC Social Development Guidelines		

Appendix 2 – Conflict of Interest

- 1.1 An individual has a conflict of interest when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual's private interests.
- 1.2 An individual has an apparent conflict of interest if a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office or position must be affected by the individual's private interests.
- 1.3 Any Person/Council Member/Board Member are required to declare any actual, potential or apparent conflicts of interest to SplatSin. Conflicts of interest could arise from "personal interests" which include":
 - a) The individual's spouse;
 - b) A person under that age of eighteen (18) years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity;
 - c) A person in respect of whom the individual or the individual's spouse is acting as guardian;
 - d) A person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent;
 - e) An entity in which the individual or the individual in combination with any other person has a controlling interest;
 - f) Close family or personal relationship with employees in a position to influence the affairs of SplatSin or otherwise engaged in the affairs of SplatSin; and
 - g) Close relations with individuals who have an interest in information, competitive, intellectual or other interests of SplatSin.

Signing of Approval

This Housing Rental Units Housing Policy Version 1.5 was accepted and approved at a Duly Convened Meeting of the Splatstsin Chief and Council held on April 7, 2021.



Chief Wayne Christian



Councillor Edna Felix



Councillor Doug Thomas



Councillor Shawn Tronson

ABSENT

Councillor George William

Councillor Theresa William