


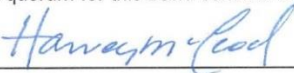


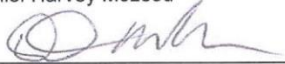
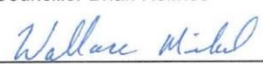
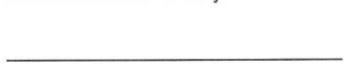
Upper Nicola Band

Rent to Own Housing Program Policy and Procedures



**Upper Nicola Band
Rent to Own Housing Program Policy & Procedures**

Effective Date: July 31 2019

	<h1 style="font-family: cursive;">Upper Nicola</h1>	<h2 style="font-size: 1.2em;">Band Council Resolution</h2>
The Council of the Upper Nicola Band	BCR Chronological No.: 2016-03-17-05	
Physical: 2225 Village Road, Douglas Lake, BC Mailing: Box 3700, Merritt, British Columbia V0K 1B8	File Reference (if applicable):	
Date: March 17, 2016		
<p>WHEREAS the Upper Nicola Band Housing mandates are to provide adequate and safe housing for the use of its members, to ensure that current building standards are met, and to ensure that financing, both existing and new construction, and housing responsibilities of community members are met.</p> <p>WHEREAS, Upper Nicola Band engaged Turtle Island Associates to assist to update existing Housing Policies under the capacity development initiative of the First Nation Market Housing Fund initiative.</p> <p>WHEREAS Upper Nicola Band will replace the Upper Nicola Band Housing Policy, approved July 4, 2013 with new policies:</p> <ol style="list-style-type: none"> 1. Rent – to own Housing Program Policy and Procedures 2. Rental Housing Policy and Procedures 3. Market Based Housing Policy and Procedures 4. Private Ownership Policy and Procedures <p>WHEREAS the Upper Nicola Band Housing Policies are consistent with the Upper Nicola Band Vision ‘A strong flourishing community in harmony with our Tmix’;</p> <p>THEREFORE BE IT RESOLVED that we accept the following Upper Nicola Band Housing Policies:</p> <ol style="list-style-type: none"> 1. Rent – to own Housing Program Policy and Procedures 2. Rental Housing Policy and Procedures 3. Market Based Housing Policy and Procedures 4. Private Ownership Policy and Procedures <p>as presented on March 17, 2016.</p>		
<p>A quorum for this Band consists of (5) FIVE</p>		
 Chief Harvey McLeod	 Councillor Brian Holmes	 Councillor David Lindley
 Councillor Dennis MacDonald	 Councillor Wallace Michel	 Councillor George Saddleman

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1 Background and Purpose of the Policy

The housing mandates of the Upper Nicola Band are to provide adequate and safe housing for the use of its members, to ensure that current building standards are met, and to ensure that financing, both existing and new construction, and housing responsibilities of community members are met.

The rent to own housing program provides accommodation in single detached homes. Where an Upper Nicola Band member has signed an agreement for the home with Upper Nicola Band the agreement includes a rent to own option. The rent to own option is intended to assist eligible Upper Nicola Band members who are not in a position to purchase or build their own home but can reasonably be expected to assume full responsibility for costs and upkeep of the home by the end of the agreement period.

Upper Nicola Band constructs these units through Canada Mortgage & Housing Corporation's (CMHC) Section 95 housing program and Upper Nicola Band and CMHC partner to secure a loan (mortgage) for the construction of the home. Indigenous and Northern Affairs Canada (INAC) provides a Ministerial Loan Guarantee for loan security. Upper Nicola Band enters into an operating agreement with CMHC; under this agreement CMHC provides Upper Nicola Band with a monthly subsidy to assist with mortgage repayment and on-going operating costs until the mortgage is paid in full. In return Upper Nicola Band is responsible to make monthly payments to repay the loan.

The band member occupies the unit as a tenant and pays rent to help cover the ongoing unit operating costs. Upper Nicola Band provides a subsidy from own source revenues to cover the difference between actual costs and the CMHC subsidy and rental revenue from the tenant.

At the end of the agreement period, if the tenant has met the terms and conditions of the agreement, Upper Nicola Band shall transfer the unit to the tenant.

This policy applies to all Upper Nicola Band rent to own units located within Upper Nicola Band lands. Chief and Council have approved this policy to guide the delivery and administration of this housing program.

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2 Policy Objectives

The objectives of the rent to own housing program policy are to:

- a) Address the need and demand for housing by allocating rent to own housing in a fair and equitable manner; and
- b) Protect and extend the life of rent to own housing through the application and enforcement of maintenance, repair, inspection and insurance policies; and
- c) Share the responsibility for rent to own housing between Upper Nicola Band and the tenant.

3 Definitions

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

Band Council Resolution of home ownership means a written resolution or authorizing document of Chief and Council adopted at a duly convened meeting of the Upper Nicola Band Chief and Council recognizing the right of possession for residential unit and the house lot.

Calendar day means any day of the week, month or year including weekend days (i.e. Saturday or Sunday).

Certificate of Possession means a certificate issued by Indigenous and Northern Affairs Canada to a member of the Upper Nicola Band for a specific described parcel of land. See Indian Act.

CMHC means Canada Mortgage and Housing Corporation.

Community or **the community** means Upper Nicola Band.

Council means the Upper Nicola Band Chief and Council.

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).

Health and safety standards means the minimum requirements for housing that are related to public health as defined in the BC Ministry of Health Public Health Act and safety and structural efficiency as defined in the British Columbia Building Code.

Housing department means the department responsible for the administration, management and enforcement of the housing policy and the day-to-day delivery and administration activities related to the Upper Nicola Band housing portfolio.

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Housing manager means the individual responsible for the delivery and administration of Upper Nicola Band housing programs and services.

INAC means Indigenous and Northern Affairs Canada, formerly known as Aboriginal and Northern Development Canada (INAC).

Immediate family means a spouse (married or common-law), parent, child, brother and/or sister.

Member means a member of the Upper Nicola Band whose name appears on Upper Nicola Band membership list.

Option to Own means a clause that is included within the rental tenancy agreement signed by the Upper Nicola Band and the tenant where both parties agree that, at the end of the amortization period for the Section 95 mortgage loan, the tenant may have an option to own the unit at the end of the amortization period subject to the tenant having met all of the conditions of the agreement and the housing policy.

Replacement reserve means the fund that is used to cover the cost of replacing capital items to ensure the units are kept at an acceptable standard.

Rental tenancy agreement means a written agreement between Upper Nicola Band and a tenant which describes the rights and obligations of each party, and includes any renewal of such an agreement. The rental tenancy agreement is also referred to as a rental agreement or rental tenancy agreement.

Tenant means all persons aged 18 and older who occupy a band owned rent to own unit.

Traditional land holding means a described parcel of land or lot ownership recognized by Band Council Resolution.

Unit means the UNB owned rent to own unit occupied by the tenant.

Upper Nicola Band lands or **UNB** means the eight Upper Nicola Band reserves which include Nicola Lake (I.R. #1), Hamilton Creek (I.R. #2), Douglas Lake (I.R. #3), Spahomin Creek (I.R. #4), Chapperon Lake (I.R. #5), Chapperon Creek (I.R. #6), Salmon Lake (I.R. #7) and Spahomin Creek (I.R. #8).

Working days means every official working day of the week which include the days between and including Monday to Friday and exclude weekends and statutory holidays.

Words used in the singular within this policy shall include the plural and vice versa.

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4 Policy Administration

This policy applies to:

- All existing and future rent to own housing units located within Upper Nicola Band lands; and
- All individuals who have made or shall make an application for rent to own housing within Upper Nicola Band lands; and
- All individuals currently occupying a rent to own unit.

The housing department is responsible for the day-to-day administration and enforcement of all housing programs and services.

5 Amendments to the Housing Policy

- 5.1 Any changes or amendments to this policy shall follow the Upper Nicola Band Policies, Procedures and Directions Policy. The housing manager shall present proposed policy amendments to Chief and Council for approval. Amendments shall be approved by a motion by Chief and Council at a duly convened Council meeting. Approved amendments shall be posted at the administration office and on the Upper Nicola Band website for a minimum of 30 days. Amendments shall be made as directed by Council and shall take effect on the date of the said meeting. The decision of Council shall be final.
- 5.2 The housing department shall note the amendment on a policy amendment list in the format noted below. The policy amendment list shall precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until a new issue of the policy is released which contains all amendments listed. The reissued policy shall be identified by date and each reissue cancels and replaces all previous issues.

Amendment Number	Approval Date	Description

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- 5.3 The policy, including the amendments, shall be available to members at the Upper Nicola Band office. Where the policy amendment is a change that impacts the tenant, they shall be notified of the change through a separate written notice within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the housing department shall notify tenants in writing a minimum of 90 days prior to the effective date of the rent increase.
- 5.4 Once every two years, the housing policy shall be presented at a General Band Meeting.
- 5.5 In the event of a conflict between the current Upper Nicola Band housing policy and an earlier edition of an Upper Nicola Band housing policy, the most current Upper Nicola Band housing policy shall prevail.
- 5.6 Any matter contained herein this Housing Policy that conflicts with agreements not considered by this housing policy or any other Upper Nicola Band law, bylaw or policy, shall be decided individually by the band administrator with leave for an appeal under the procedures set out in the appeals section of this policy.

6 Roles and Responsibilities

6.1 Chief and Council

Chief and Council shall have the final decision-making authority for all housing program and services. Chief and Council is responsible to:

- a) Approve strategic plans and all budgets related to the delivery and administration of housing programs and services; and
- b) Ensure all housing programs and services are provided; and
- c) Approve all housing policies and related regulations; and
- d) Support housing policy enforcement.

6.2 Appeals Committee

Any committee shall follow the Upper Nicola Band Committee Establishment and Disbandment Policy. The appeals committee consists of the band administrator, an Elder or band councillor and a person selected by the person appealing the housing decision that is not an immediate family member. The appeals committee shall hear appeals of a housing decision as submitted by an applicant/tenant according to the conditions of this housing policy. Decisions shall be rendered by a majority vote. If a member of the appeals committee is in a conflict of interest, an alternate person will be designated.

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6.3 Housing Department

The key responsibilities of the housing department are to:

- a) Deliver and administer the rent to own housing program by applying and enforcing the program policy; and
- b) Review all applications for rent to own housing to ensure completeness and eligibility; and
- c) Review applicable housing policy with new tenant before signing UNB rental tenancy agreement.
- d) Carry out or oversee repairs and maintenance that are the responsibility of UNB in a cost-effective manner; and
- e) Monitor the effectiveness of housing policies and programs; and
- f) Recommend changes in policy as needed and review housing goals and priorities annually; and
- g) Prepare annual and other reports as required; and
- h) Plan and carry out community meetings on housing programs or services; and
- i) Provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

6.4 Tenant Selection Committee

The tenant selection committee consists of one UNB senior manager, an Elder and one member of Council. The key responsibilities of the tenant selection committee are to:

- a) Follow criteria to select tenants in a fair and equitable manner and which meets the criteria as set out in the housing policy; and
- b) Select eligible tenants for rent to own housing as described within this housing policy.

If a member of the tenant selection committee is in a conflict of interest, an alternate will be designated.

6.5 Tenant

The key responsibilities of the tenant are to:

- a) Sign a rental tenancy agreement and meet the conditions of the agreement which include, but are not limited to, arranging for a transfer of utilities (i.e. hydro) for the unit prior to occupancy, making monthly rent payments, paying other housing charges as required, correcting tenant damage and keeping the unit and property free of health and safety hazards; and
- b) Carry out maintenance and repairs as detailed in the rental tenancy agreement and/or notify the housing department of any required maintenance or repairs that are the responsibility of UNB; and

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- c) Inform the housing department of all planned absences from the unit; and
- d) Not interfere with or unreasonably disturb a neighboring occupant and not jeopardize the health or safety or lawful right of a neighboring occupant or UNB.
- e) Inform housing department with a current contact information with at least one of the following contact sources such as a home phone, cell phone, emails, or Facebook.

7 Appeals

7.1 Eligibility to Make an Appeal

An appeal of a housing decision may be made by an individual who is either an eligible applicant as described within this policy or by an individual who is an existing tenant in a rent to own housing unit.

7.2 Grounds for an Appeal

An applicant/tenant may appeal a decision made under this housing policy where the appeal falls under one or more of the following categories:

- a) The policy was not applied which impacted the outcome of the decision being appealed; and/or
- b) There was a lack of procedural fairness which impacted the decision being appealed (i.e. any procedural error, improper investigation, or discrimination); and/or
- c) New information has come to light rendering the original decision unreasonable in light of the new information presented; and/or
- d) The policy is unreasonable (i.e. the policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

7.3 Submitting an Appeal

7.3.1 An applicant/tenant who wishes to appeal a decision made under this housing policy shall submit their appeal in writing to the housing department within five (5) working days of having been advised of the decision which they are appealing. The notice of appeal form is available from the housing department.

7.3.2 The housing department shall acknowledge receipt of the appeal to the applicant/tenant in writing to the address provided in the notice within five (5) working days of receipt of the appeal and shall confirm to the applicant/tenant the date of the appeal review.

7.3.3 The applicant/tenant must make the appeal on their own behalf, an appeal by a family member or another person shall not be considered.

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7.3.4 The housing department shall acknowledge receipt of the appeal, in writing and by phone, within five (5) working days of receipt of the appeal.

7.4 Review of the Appeal by the Housing Manager

7.4.1 The housing manager shall review the appeal form submitted by the applicant/tenant to ensure that the form is complete and provides the required information.

7.4.2 The housing manager shall contact the applicant/tenant within the same 5 working days of receipt of the appeal to discuss and attempt to resolve the issue. A record of all written correspondence, telephone calls and meetings shall be maintained on the applicant/tenant file.

7.5 Review of the Appeal by the Band Administrator – Level 1 Review

7.5.1 **Review of the Appeal** - Where the issue being appealed cannot be resolved to the mutual satisfaction of the applicant/tenant and the housing manager, the appeal shall be passed to the band administrator on the sixth (6) working day following receipt of the appeal. The band administrator shall review the appeal within five (5) working days of receipt from the housing manager. The housing manager shall meet with the band administrator to present the appeal documentation and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.

7.5.2 **Meeting with the Applicant/Tenant** - Within this same five day period, the band administrator shall arrange with the applicant/tenant a date to meet to discuss the appeal and shall offer two opportunities for the meeting. The applicant/tenant shall be advised that failure to participate in the meeting shall result in the appeal being denied. The band administrator shall meet with the applicant/tenant to discuss the appeal and work with them to resolve the appeal. The applicant/tenant must make the appeal on their own and cannot be represented by another person but they may bring another person with them to assist them in the appeal but shall do so at their own expense.

7.5.3 **Considering the Appeal** - In considering the appeal the band administrator shall decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation. The band administrator shall confirm whether:

- a) The decision being appealed has been revised in favour of the applicant/tenant; or

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- b) The housing policy was followed and there are no reasonable grounds for an appeal.

7.5.4 **Action to be Taken Following the Appeal Decision** - The following action shall be taken by the housing manager on receipt of confirmation of the appeal decision by the band administrator:

- a) The housing manager shall provide written confirmation to the applicant/tenant to confirm the band administrator's decision regarding the appeal within four (4) working days of the appeal meeting; and/or
- b) Where the band administrator has confirmed that the decision being appealed has been revised in favour of the applicant/tenant and where the appeal is based on the grounds that the policy is unreasonable, the band administrator shall recommend that the housing manager make an amendment to the housing policy in the matter of the decision being appealed; and/or
- c) Where the band administrator has confirmed that the housing policy was followed and the applicant/tenant has no grounds for an appeal, no further action shall be taken on the matter of the appeal.

7.6 **Review by the Appeals Committee – Level 2 Review**

Where an appeal is denied after the Level 1 review, the applicant/tenant has the right to appeal to the Appeals Committee.

7.6.1 **Resubmitting the Appeal** - The applicant/tenant shall re-submit their appeal within five (5) working days of being provided a decision on their Level 1 appeal and the processes noted in 7.3 of this policy shall apply. A record of all written correspondence, telephone calls and meetings shall be maintained on the applicant/tenant file.

7.6.2 **Notification to the Committee of the Appeal** - The housing manager shall notify the Appeals Committee and set a date for a meeting to hear the appeal. The housing manager shall provide the appeal documentation to the Appeals Committee and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.

7.6.3 **Review of the Appeal** - Within five (5) working days of receipt of the appeal, the Appeals Committee shall review the appeal and the findings from the Level 1 review and may meet with the band administrator or the housing manager to review the decision being appealed.

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- 7.6.4 **Meeting with the Applicant/Tenant** - Within this same five day period, the Appeals Committee shall arrange with the applicant/tenant a date to meet to discuss the appeal and shall offer two opportunities for the meeting. The applicant/tenant shall be advised that failure to participate in the meeting shall result in the appeal being denied, except where failure to participate is a result of a family emergency or other extenuating circumstances as approved by the Appeals Committee. The Appeals Committee shall meet with the applicant/tenant to discuss the appeal and work with them to resolve the appeal. The applicant/tenant must make the appeal on their own and cannot be represented by another person but they may bring another person with them to assist them in the appeal but shall do so at their own expense.
- 7.6.5 **Considering the Appeal** - In considering the appeal, the Appeals Committee shall decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy or community bylaws. the Appeals Committee shall confirm whether:
- a) The decision being appealed has been revised in favour of the applicant/tenant; or
 - b) The housing policy was followed and there are no reasonable grounds for an appeal.
- 7.6.6 **Action to be Taken Following the Appeal Decision** - The following action shall be taken by the housing manager on receipt of confirmation of the appeal decision:
- a) The housing manager shall provide written confirmation to the applicant/tenant to confirm the Appeals Committee's decision regarding the appeal within four (4) working days of the appeal meeting; and
 - b) Where the Appeals Committee has confirmed that the decision being appealed has been revised in favour of the applicant/tenant and where the appeal is based on the grounds that the policy is unreasonable, the Appeals Committee shall recommend that the housing manager to make an amendment to the housing policy in the matter of the decision being appealed; and/or
 - c) Where the Appeals Committee has confirmed that the housing policy was followed and the applicant/tenant has no grounds for an appeal, no further action shall be taken on the matter of the appeal; and
 - d) The decision of the Appeals Committee shall be final and no other appeal shall be heard.

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8 Eligibility Criteria

In order to be eligible for rent to own housing an applicant shall meet the following criteria:

- a) An applicant shall be a registered member of Upper Nicola Band or Guardian(s) of an Upper Nicola Band member children under the age of 18
- b) An applicant shall be 18 years of age or older; and
- c) An applicant shall complete an application for rent to own housing; and
- d) An applicant shall meet the family size required for the available unit (i.e. a single person shall not be considered for a three bedroom home); and
- e) An applicant shall confirm their ability to manage the financial responsibilities of a unit by providing written verification of income (current Canada Revenue Agency assessment) and confirmation of debts and monthly expenses and shall complete an affordability analysis with the housing department to confirm their ability to afford the financial responsibilities associated with the rent to own unit; and
- f) An applicant shall confirm that there have been no arrears or outstanding payments on accounts, housing payments or other services for a minimum one year period prior to submission of an application for a market based loan. This will be confirmed in writing by the UNB finance department and obtained by the applicant; and
- g) An applicant shall confirm responsible use of credit (i.e. bill payments and credit card payments have been made on time and as required) with a current, written credit report from a registered credit reporting agency (e.g. Equifax, TransUnion) obtained and paid for by the applicant.

9 Application Process

9.1 Submitting an Application

- 9.1.1 An application for rent to own housing shall be accepted year-round.
- 9.1.2 A completed application must be submitted to the Upper Nicola Band. The application is to be submitted by mail or by hand. An application submitted by hand shall be presented to the Upper Nicola Band office.

9.2 Completing an Application

As part of completing the application, an applicant shall:

- 9.2.1 Provide proof of band membership.
- 9.2.2 Provide one letter of reference as follows:
 - a) A letter of reference from their most recent landlord that confirms compliance with the rental tenancy agreement (e.g. no rental tenancy agreement violations where notice to correct or vacate was issued) for a consecutive 12 month period. Where a formal rental tenancy agreement is not in place the applicant can supply a

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reference with which the housing department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a tenant. An applicant with a history of non-compliance shall not be eligible; or

b) A character reference from a reliable source (i.e. an employer).

9.2.3 Provide written verification of income for all household members. Verification shall be provided through the current Canada Revenue Agency notice of assessment for each household member or, the most recent three month's pay stubs.

9.3 Receipt and Review of an Application

9.3.1 An application shall be received at the Upper Nicola Band office and shall be dated, time stamped and initialed by reception on the date of receipt. The application shall be passed to the housing department.

9.3.2 Within ten (10) working days of receipt of the application, the housing department shall review the application to:

a) Confirm the application is complete and includes all of the required information; and

b) Confirm eligibility according to the housing policy; and

c) Contact the applicant to seek clarification/comment on eligibility.

9.3.3 The housing department shall keep a written record of the application review and the reasons for acceptance or rejection based on eligibility and completeness of the application.

9.3.4 The housing department shall maintain the application in a secure location with access only by authorized representatives of UNB.

9.4 Incomplete or Ineligible Application

An incomplete or ineligible application shall be returned to the applicant and the housing department shall confirm the information that is required in order to complete the application/meet eligibility requirements. The applicant shall be responsible to resubmit the application to the department with the required information in order for the application to be considered for a rent to own unit.

9.5 Application Renewal

An eligible application is retained on file and considered for a rent to own unit when it becomes available for two years from the date the application was received. An applicant is responsible to complete and submit a new application prior to the end of the two year period.

9.6 Disposal of Applications

Approved applications shall be kept in a secure location until the date of the application expiry (i.e. 2 years). Where the decision is made to dispose of

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outdated applications, the housing department shall arrange to dispose of such applications in a secure manner (e.g. shredding).

10 Needs Assessment – Priority for Rent to Own Housing

The housing department shall complete a needs assessment for each eligible application to determine priority for rent to own housing. Priority is determined based on consideration of family size, current living conditions and other conditions as established by UNB. The results of the assessment shall be considered for each application within the group of applicants for the available unit(s). The Canadian National Occupancy Standard (CNOS) assesses the bedroom requirements of a household based on the following criteria:

- There should be no more than 2 persons per bedroom;
- Children less than 5 years of age of different sexes may reasonably share a bedroom;
- Children 5 years of age or older of opposite sex should have separate bedrooms;
- Children less than 18 years of age and of the same sex may reasonably share a bedroom; and
- Single household members 18 years or older should have a separate bedroom, as should parents or couples.

11 Allocation of a Rent to Own Unit

11.1 Tenant Selection

11.1.1 Where there are 4 or less eligible applications on file when a rent to own unit becomes available, the housing manager shall allocate the rent to own unit based on the priority as confirmed in the needs assessment completed for each application.

11.1.2 Where there are 5 or more eligible applications on file when a rent to own unit becomes available the housing department shall schedule a meeting with the tenant selection committee (the committee) to select a tenant(s) for the available unit(s). The housing manager shall submit the applications and supporting housing needs assessment to the committee for review. The committee shall review the information and confirm approval of the allocation for the available unit(s).

11.1.3 If in the opinion of the housing manager/committee, the priority rating and all other eligibility criteria are confirmed to be equal the unit shall be allocated to the applicant with the earliest application date.

11.2 Allocation of a Unit

11.2.1 After the housing manager/committee has confirmed the allocation, the housing department shall contact the applicant by phone and in writing, using the contact information provided in the application within five (5)

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working days of being allocated a unit.

- 11.2.2 The applicant shall have five (5) working days to confirm acceptance of the unit allocation and to make arrangements for an in-person meeting with the housing department to sign the required documentation. Failure by the applicant to confirm acceptance within 5 days shall result in the application being cancelled and the unit awarded to the next eligible/priority applicant.

12 Location of Unit – New Construction or Purchase of Existing

Where a new rent to own unit is to be constructed or an existing unit is to be purchased for the rent to own program, the unit shall be constructed/purchased only where the land is an approved lot that is owned by UNB.

13 Option to Own

The tenant will enter into a rental tenancy agreement with UNB that includes an option to own the property at the end of the loan amortization period (the Section 95 mortgage has been paid in full). The option to own may be exercised subject to the tenant meeting all of the term and conditions required to exercise that option.

The housing department may recommend that the tenant provide written instructions (e.g. a last will and testament or other documentation signed, dated and witnessed) to a family member or designator confirming their wishes regarding disposition of their estate with respect to the Section 95 unit.

14 Transferability of the Option to Own Unit

- 14.1 Upper Nicola Band Owned Property
- 14.1.1 The tenant has no right to assign, sell or lease or otherwise transfer the option to own to any person until the mortgage loan for the unit has been paid in full (the account is fully amortized) and Upper Nicola Band has provided a Certificate of Home ownership for that unit to the tenant.
- 14.1.2 The option to own is only transferable upon the death of the tenant and such transfer is subject to approval from Council. Where the tenant wishes to designate an heir to assume tenancy of the unit/transfer the option to own, the tenant must provide the housing department with written instructions (i.e. a will or other acceptable form of notice, signed, dated and witnessed) to confirm their wishes. Upon death of a tenant,

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Council shall consider the wishes of the tenant, as confirmed in the written instructions, in recognition of the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act.

14.2 Member Owned Property (Traditional Land Holding/Certificate of Possession)

14.2.1 Where the property on which the rent to own unit has been built is not owned by UNB (i.e. the land rights are held by a UNB member through a traditional land holding or a certificate of possession) the option to own is transferable subject to written approval from Council. Where a transfer is approved by Council, the replacing tenant shall execute a rental tenancy agreement with UNB and shall be responsible for all aspects of the rent to own unit as described in the agreement and this housing policy.

14.2.2 Where the tenant wishes to designate an heir to assume occupancy of the unit/transfer the option to own, on the death of the tenant, the tenant must provide the housing department with written instructions (i.e. a will or other acceptable form of notice, signed, dated and witnessed) to confirm their wishes.

14.2.3 Council shall consider the wishes of the tenant, as confirmed in the written instructions, in recognition of the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act.

15 Rental Tenancy Agreement

15.1 Administration of the Rental Tenancy Agreement

15.1.1 The rental tenancy agreement (the agreement) is administered according to the terms outlined in the agreement, this housing policy and the applicable Upper Nicola Band laws and regulations.

15.1.2 Where there is an applicant and a co-applicant both shall sign the agreement and the rights and obligations of the agreement shall be applicable to both.

15.1.3 The agreement shall continue from month to month until the agreement is terminated.

15.2 Signing of the Agreement

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- 15.2.1 Prior to occupancy a representative of the housing department shall complete an in-person meeting with the tenant to explain all aspects of the rent to own housing program and the agreement. The housing manager shall review the responsibilities of UNB, all rules imposed on the tenant, charges payable by the tenant and, consequences for breach of the agreement and/or the housing policy. A record of this meeting shall be made and signed by both the housing department and the tenant; a copy shall be provided to the tenant and the original retained on the tenant file.
- 15.2.2 Two copies of the agreement shall be signed and each page initialled by both the housing department representative and the tenant prior to the tenant taking occupancy of the unit.
- 15.2.3 As a condition of signing the agreement, the applicant shall provide to the housing department payment of the security deposit and first month's rent.

15.3 Renewal of the Agreement

Agreements shall be renewed annually and/or as required by Upper Nicola Band.

16 Security Deposit

16.1 Purpose of the Security Deposit

The tenant shall pay a security deposit equal to one month's rent to UNB. The security deposit shall be held by UNB to be used against possible debt or damage that may be caused during the tenancy. The security deposit may be used by UNB at any time during tenancy to help to offset the cost of repairs that have been confirmed to be a result of willful damage or neglect on the part of the tenant, other occupants, their guests or their pets.

16.2 Use of the Security Deposit

Where the security deposit is used, in full or in part, to cover the cost of repairs the tenant shall submit to the housing department payment of a new security deposit. The housing department shall confirm the amount of the security deposit to be paid which shall be equal to one month's current rent. The tenant shall pay the security deposit to the housing department within 30 days of the notice date (a tenant in receipt of social assistance shall pay the security deposit within 60 days of the notice date).

16.3 Termination of the Rental Tenancy Agreement – Deposit Reimbursement

On termination of the rental tenancy agreement, the security deposit, plus interest, less any costs incurred by UNB related to loss of rental income or willful

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damage or neglect as described above shall be reimbursed to the tenant by cheque within 30 days of termination of the agreement.

Security deposit interest is calculated based on an interest rate set at the beginning of each year. Interest on a deposit accumulates from the date the deposit is received by UNB to the date the deposit is returned to the tenant. Interest compounds on the anniversary of the date the deposit was received by Upper Nicola Band.

17 Authorized Occupants and Guests

17.1 Authorized Occupants

17.1.1 Only occupants listed in the rental tenancy agreement (under "occupants") signed by the tenant and the housing department are authorized to occupy the unit.

17.1.2 The tenant shall provide verification of household composition (number of persons occupying the unit) when requested to do so by the housing department.

17.1.3 Where the tenant wishes to have an additional occupant who is not listed in the agreement live permanently in the unit they shall make a written request to the housing department. The request shall provide detail on the additional person including age and gender. Submission of such a request does not guarantee approval.

17.1.4 Where the tenant fails to request approval from the housing department to allow an additional occupant, or, where the housing department has denied the request and the tenant permits an unauthorized occupant to remain in the unit, this shall be a breach of the agreement and the housing department reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises.

17.2 Guests

17.2.1 A tenant shall be permitted to allow a guest (a person who is not listed in the agreement) to occupy the unit on a temporary basis of a period not to exceed 60 consecutive days.

17.2.2 Where the tenant wishes for the guest to remain longer than 60 consecutive days, the tenant shall submit a written request to the housing department requesting approval to do so. The following shall apply:

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- a) Where the housing department approves the request the additional period of temporary occupancy by the guest shall be confirmed in writing by the housing department and this period shall not be exceeded. The tenant shall be responsible for the conduct of their guest which must be in accordance with the terms of the agreement and this housing policy; and/or
- b) Where the housing department denies the request they shall notify the tenant in writing and the section of this policy related to *Authorized Occupants* shall apply.

18 Responsibilities Prior to Occupancy

18.1 Housing Department Responsibilities

Prior to occupancy the housing department is responsible to:

- a) Ensure that the rent to own unit is in move-in condition (in a clean condition without outstanding repairs or maintenance); and
- b) Complete a move-in inspection with the tenant; and
- c) Meet with the tenant to review and sign the rental tenancy agreement and provide a copy of the agreement to the tenant; and
- d) Meet with the tenant to review and sign the Maintenance and Repair Responsibilities Checklist review roles and responsibilities, provide information on the requirements for monthly rent payments (e.g. collection policy, consequences for non-payment) and confirm options for tenant counselling and support; and
- e) Provide a copy of the rental program tenant handbook and any by-laws, Upper Nicola Band rules and regulations that relate to the unit; and
- f) For a tenant in receipt of social assistance benefits, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

18.2 Tenant Responsibilities

Prior to occupancy the tenant is responsible to:

- a) Meet with a representative of the housing department to sign the rental tenancy agreement and the Maintenance and Repair Responsibilities Checklist; and
- b) Pay the security deposit and first month's rent; and
- c) Establish utility accounts in their name and provide the housing department with the account number; and
- d) Complete a move-in inspection with the housing department; and
- e) Where a tenant is in receipt of Upper Nicola Band social assistance benefits, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.

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19 Tenant Counselling

The tenant may request a meeting with the housing department at any time to discuss the roles and responsibilities of UNB and the tenant, to review the rental tenancy agreement and the housing policy, and/or to review housing issues or concerns.

The housing department shall arrange a meeting with the tenant annually or on an as-needed basis to:

- a) Discuss the roles and responsibilities of UNB and the tenant; and/or
- b) Review the rental tenancy agreement and the housing policy; and/or
- c) To review housing issues or concerns.

The housing department shall maintain a log/summary of tenant counselling (phone calls, emails, correspondence, home visits) including date of contact and brief description of topic, at the front of the tenant file.

20 Rental Rates

The rental rate for each unit shall be provided to the tenant. All rental rates are available from the housing department.

The rental rate shall be established by UNB in consideration of unit operating costs (i.e. loan repayment/recovery of construction costs, insurance, maintenance and repairs and other costs associated with operating the unit).

21 Rent Increases

The housing department shall provide written notice of a rent increase to the tenant ninety (90) days in advance of any increase in the rental rate.

22 Payment of Rent and Other Housing Charges

22.1 Due Date of Rent Payment

The rent payment is due to be made by the tenant to UNB on the first day of each month.

22.2 Methods of Rent Payment

22.2.1 Cash, Money Order, Personal Cheque, Automatic Withdrawal or Interac Debit

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The rent payment can be made by cash, money order, cheque, automatic withdrawal, or Interac debit. A rent payment made by money order or personal cheque is to be made payable to the Upper Nicola Band. If a payment is made by personal cheque and is returned by the bank as non-sufficient funds (NSF) two times, cheques shall no longer be an acceptable method of payment for that tenant. Where UNB is charged a fee for the NSF cheque, the amount of that fee shall be charged to the tenant's account so that UNB recovers this cost. Cash payments are to be made to the Upper Nicola Band finance department. A receipt shall be issued for all transactions.

22.2.2 Payroll Deduction

Where a tenant is an employee of Upper Nicola Band, either full-time, part-time, contract and/or seasonal, UNB will require in all rental tenancy agreements the requirement for the tenant(s) to assign to UNB, from wages and salaries earned during any period of employment with UNB and will authorize UNB to deduct from those earnings, all rent, arrears of rents and all other charges that are applicable to the residential tenancy of the tenant. Monies deducted from payroll on behalf of a tenant for rent are detailed on each payroll direct deposit slip and shall be posted to the tenant's account. A receipt shall be issued for all transactions. When a tenant is making a payroll deductions, they must be paying one month in advance.

22.2.3 Social Assistance

Where a tenant is eligible to receive social assistance through the Upper Nicola Band the tenant is responsible to complete the necessary forms and obtain approval through the Upper Nicola Band social development department. The tenant is responsible to submit rent payment information to social development on a month-to-month basis or as required. A receipt shall be issued for all transactions.

22.3 Statement of Rent Payments

At the request of the tenant, the finance department shall provide the tenant with a written statement of account confirming rent payments received and/or payable for the previous calendar year.

22.4 Other Housing Charges

A tenant is responsible to pay all charges for heating, hydro, telephone, cable, internet and other services or any other amenities to which the tenant may

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subscribe or install, unless otherwise indicated in the rental tenancy agreement. UNB is not responsible for any unpaid or terminated services.

23 Rent Arrears and Collection Process

23.1 Account in Arrears

The rent payment is due to be paid by the tenant to UNB on the first day of each month. Where the tenant does not pay the rent due on the first day of the month or, only a partial payment is made, the rent shall be considered in arrears.

23.2 Financial Counselling

The housing department is available to meet with a tenant, at any time, to offer financial counselling as it relates to the rent payment/financial obligations on their account.

23.3 Rent Collection Process – First Notice

A first notice shall be sent to the tenant by the 4th working day of the first month that the payment is missed or if a partial payment is received (i.e. for a payment due on Thursday March 1, a first notice shall be sent Tuesday March 6). The following shall apply:

- a) The notice shall remind the tenant that the account is in arrears and shall confirm the amount of the arrears. The notice shall confirm that the tenant must pay the rent arrears in full or meet with housing department and enter into a rent arrears recovery agreement to pay the arrears within a mutually agreed upon period of time. The notice shall include contact information for the housing department; and
- b) The notice shall confirm that if the tenant enters into a rent arrears recovery agreement, a minimum of 15% of the account arrears must be paid by the tenant when the agreement is entered into. In such cases, the policy related to rent arrears recovery agreement shall apply; and
- c) The notice shall include confirmation of the consequences of failing to pay the arrears or enter into a rent arrears recovery agreement (i.e. termination of tenancy/eviction); and
- d) In an effort to resolve the arrears, the housing department shall also make every effort to contact the tenant by telephone at least once within the first week after the first notice is delivered.

23.4 Rent Collection Process – Second Notice

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- 23.4.1 If, on the 10th working day of the first month the account is still in arrears and the tenant has neither paid the arrears in full nor entered into a rent arrears recovery agreement, a second notice shall be sent to the tenant (i.e. where the first notice was sent on Tuesday March 6 the second notice shall be sent on Wednesday March 14). The following shall apply:
- a) The notice shall include:
 - i. The date the notice is being sent; and
 - ii. The tenant's name(s); and
 - iii. The address of the premises concerned; and
 - iv. Confirmation that the tenant has ten (10) working days (for example by end of day March 28) to pay the arrears in full by cash, certified cheque, and bank draft, money order or Interac debit; and
 - v. Confirmation that a rent arrears recovery agreement shall not be accepted; and
 - vi. Confirmation that failing to repay the arrears in full shall result in Upper Nicola Band issuing a notice to terminate tenancy (eviction) as a result of the breach of the rental tenancy agreement.

 - b) The notice shall be delivered to the tenant either:
 - i. By hand to an adult person (19 year or older) living in the rental property; or
 - ii. By securely fastening the notice to the front door of the property with a third-party as witness to the delivery of the notice; and
 - iii. By registered mail.

The housing department shall make every effort to contact the tenant by telephone and/or in person at least twice after the second notice is delivered.

- 23.4.2 If, at the end of the period included in the second notice, the tenant has not paid the arrears in full, the housing department shall request approval of the termination of tenancy/eviction notice. The request to terminate tenancy shall be the action of last resort and the policy related to *Termination of Tenancy* shall apply.

23.5 Rent Arrears Recovery Agreement

- 23.5.1 Where a tenant is in arrears of their rental payment, the housing department can temporarily stop the collection process where the tenant enters into a rent arrears recovery agreement to repay the

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arrears. The housing department shall strive to establish a rent arrears recovery agreement that does not create a financial hardship for the tenant but is a reasonable contribution towards the amount owing.

23.5.2 The rent arrears recovery agreement shall include the amount of each payment installment and the date the payment is due. Where such an agreement is entered into the tenant shall pay a minimum of 15% of the account arrears by cash, certified cheque, bank draft, money order or Interac debit on the date the agreement is entered into. The rent arrears recovery agreement shall be signed by the tenant and the housing manager. The tenant shall be provided with one copy of the signed agreement and the original shall be kept on the tenant file.

23.5.3 Where the tenant fails to honour the rent arrears recovery agreement, the housing department shall restart the rent arrears and collection process at the Rent Collection Process – Second notice stage immediately after an arrears payment is not made as agreed. An arrears recovery agreement shall not be accepted.

23.6 Repeated Late Payments

23.6.1 Where the tenant is repeatedly late with/fails to make their rental payment as required, this is a breach of the terms of their rental tenancy agreement and the housing policy.

23.6.2 After the second instance where a tenant is late and/or has failed to make their rental payment as agreed, the housing department shall schedule a meeting with the tenant to review the consequences of failing to honour their payment responsibilities. The housing department shall also provide written confirmation to the tenant that:

- a) Where there is a third instance where the housing payment is late and/or not made as agreed, the tenant shall not be offered an option to enter into a rent arrears recovery agreement but must pay the arrears in full; and will proceed with 24.1.

24 Termination of Tenancy (Eviction) for Rental Arrears

24.1 Requesting Sign Off of the Termination of Tenancy/Eviction Notice

Where the tenant fails to resolve the rent arrears as described within the Rent Arrears and Collection Process section of this policy, the housing manager shall request sign-off of the termination of tenancy/eviction notice by UNB

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administrator. Eviction shall be carried out as a last resort and where the housing department can demonstrate that the housing policy was applied and due diligence was conducted.

As part of the request, the housing department shall have evidence of written notices and documented efforts to contact and meet with the tenant and counsel them on the consequences of failing to resolve the breach of the rental tenancy agreement. Where UNB administrator confirms that due diligence was followed UNB administrator shall sign-off the termination of tenancy/eviction notice and the housing manager shall proceed with termination of the rental tenancy agreement (eviction) and shall notify Council in writing that this action is being taken.

24.2 Eviction Notice – Termination of Tenancy

24.2.1 Where, after the end of the notice period included in the second notice the tenant has not paid the arrears in full, a 10-day notice to terminate tenancy shall be issued to the tenant (for example where the second notice was sent on March 14 with the ten day notice expiring March 28, the Eviction Notice shall be sent on March 29 and the notice shall confirm the tenant shall vacate the unit by April 13).

24.2.2 The notice shall include:

- a) The date the notice is being sent; and
- b) The tenant's name(s); and
- c) The address of the premises concerned; and
- d) The date and time the tenant is required to vacate the unit; and
- e) Details of the cause for termination of the rental tenancy agreement that have amounted to a breach of the rental tenancy agreement; and
- f) Confirmation that payment of the rental arrears shall not be accepted.

24.2.3 The notice shall be delivered to the tenant either:

- i. By hand to an adult person (19 year or older) living in the rental property; or
- ii. By securely fastening the notice to the front door of the property with a third-party as witness to the delivery of the notice; or
- iii. By registered mail.

24.2.4 Eviction action may be taken at any time during the year.

24.3 Eviction Process

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- 24.3.1 The tenant shall vacate the unit by the end of the 10 day period provided for in the notice to terminate tenancy. If the tenant does not vacate the unit at the required date defined in the notice to terminate tenancy, UNB may apply to the courts to obtain an Order of Possession authorizing the Sheriff to remove the tenant and their belongings and to serve this order on the tenant.
- 24.3.2 Within 24 hours of the tenant vacating the unit, the housing department shall arrange a move-out inspection (refer to the section on move-out inspections within this housing policy) to evaluate the condition of the unit.
- 24.3.3 Where a move-in inspection was completed at occupancy with the tenant, UNB may charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of move-in and move-out inspection reports.
- 24.3.4 Any personal property left by the vacating tenant in the unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods). The policy relating to Abandoned Personal Property shall apply.

24.4 Option to Own

Where the rental tenancy agreement being terminated includes an option to own, the option to own will be terminated without any compensation due to the tenant. Neither the former tenant, nor their heirs nor their estate will have any claim unit or property.

24.5 Recovery of Costs

The tenant shall be held responsible for rent arrears and other accounts, costs, debts, dues and demands required under the terms and conditions of the tenancy agreement. Upon termination of tenancy, UNB may apply to the courts to recover any costs incurred as a result of enforcing the order of possession. In addition, UNB may enforce the terms of the tenancy agreement where the tenant has irrevocably assigned to UNB all accounts, debts and demands for the fulfilment of all costs and interest of the tenant to UNB.

25 Termination of Tenancy (Eviction) with Cause Other than Rental Arrears

25.1 Termination of Tenancy (Eviction) with Cause - Definition

- 25.1.1 Termination of tenancy with cause means that UNB can terminate tenancy where the tenant has not lived up to their obligations under the terms of the rental tenancy agreement or other rules, by-laws or

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regulations of Upper Nicola Band. Termination of tenancy shall result in the tenant being evicted from the unit. Where the reason for termination of tenancy is rental arrears, the notice processes and timeframes as noted within Rent Arrears and Collection Process section of this policy shall apply.

- 25.1.2 Where the tenant has committed a breach of their rental tenancy agreement, in addition to a breach related to non-payment of rent, UNB may terminate tenancy for cause where the tenant has committed a breach including but not limited to the following:
- a) Tenant is repeatedly late paying rent; or
 - b) Tenant has allowed an unreasonable number of occupants in the unit; or
 - c) Tenant or a person permitted on the property by the tenant has either:
 - Significantly interfered with or unreasonably disturbed another occupant or Upper Nicola Band (i.e. disturbances on an ongoing basis); or
 - Seriously jeopardized the health or safety or lawful right of another occupant or Upper Nicola Band; or
 - Put the property at significant risk.
 - d) Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the property/unit; or
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or Upper Nicola Band; or
 - Jeopardize a lawful right or interest of another occupant or Upper Nicola Band.
 - e) Tenant has damaged the unit either willfully or negligently (including damage caused by other occupants, their guests or their pets); or
 - f) Tenant has assigned or sublet the unit without having received prior written permission from UNB; or
 - g) Used the premises for other than residential purposes without having received prior written permission to do so from UNB.

25.2 Termination of Tenancy with Cause – First Notice

A first notice shall be sent to the tenant by the 4th working day after confirmation of the breach (for example where the breach was confirmed on Thursday March 1, a first notice shall be sent on Tuesday March 6). The following shall apply:

- a) The notice shall confirm the nature of the breach of the tenancy agreement and confirm what is required for the tenant to correct the breach to the satisfaction of the housing department or that the tenant shall contact the

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- housing department to confirm how the breach shall be corrected. The notice shall include contact information for the housing department; and
- b) The notice shall include confirmation of the consequences of failing to resolve the breach of the agreement (i.e. termination of tenancy/eviction); and
- c) In an effort to resolve the breach, the housing department shall also make every effort to contact the tenant by telephone at least once within the first week after the first notice is delivered.

25.3 Termination of Tenancy with Cause - Second Notice

If, on the 10th working day of the first month that the breach was confirmed, the tenant has neither corrected the breach to the satisfaction of the housing department nor contacted the housing department to confirm how the breach shall be corrected, a second notice shall be sent to the tenant (i.e. the first notice was sent on Tuesday March 6, the second notice shall be sent on Wednesday, March 14). The following shall apply:

- a) The notice shall confirm the tenant has ten (10) working days (for example by the end of day March 28) to correct the breach to the satisfaction of the housing department or to contact the housing department to confirm how the breach shall be corrected; and
- b) The notice shall include:
 - i. The date the notice is being sent; and
 - ii. The tenant's name(s); and
 - iii. The address of the premises concerned; and
 - iv. Confirmation that the tenant has ten (10) working to resolve the breach to the satisfaction of the housing department; and
 - v. Confirmation that failing to resolve the breach shall result in Upper Nicola Band issuing a 30 day notice to terminate tenancy (eviction) as a result of the breach of the rental tenancy agreement.
- c) The notice shall be delivered to the tenant either:
 - i. By hand to an adult person (19 year or older) living in the rental property; or
 - ii. By securely fastening the notice to the front door of the property with a third-party as witness to the delivery of the notice; and
 - iii. By registered mail.
- d) The housing department shall make every effort to contact the tenant by telephone and/or in person at least twice after the second notice is delivered.

25.4 Requesting Sign Off of the Termination of Tenancy/Eviction Notice

Where the tenant fails to resolve the breach to the satisfaction of the housing department, the housing manager shall request sign-off of the termination of

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tenancy/eviction notice by the band administrator. Eviction shall be carried out as a last resort and where the housing department can demonstrate that the housing policy was applied and due diligence was conducted. As part of the request, the housing department shall have evidence of written notices and documented efforts to contact and meet with the tenant and counsel them on the consequences of failing to resolve the breach of the rental tenancy agreement. Where the band administrator confirms that due diligence was followed the band administrator shall sign-off the termination of tenancy/eviction notice and the housing manager shall proceed with termination of the rental tenancy agreement (eviction) and shall notify Council in writing that this action is being taken.

25.5 Eviction Notice – Termination of Tenancy

25.5.1 If after the end of the notice period included in the second notice the tenant has not resolved the breach, a 30-day notice to terminate tenancy as of the day after the notice was issued, shall be issued to the tenant. For example with a deadline of end of day March 28, the 30 day notice shall be issued on March 29 (the notice shall provide for one full month's notice in order to be effective May 1st).

25.5.2 The notice shall include:

- a) The date the notice is being sent; and
- b) The tenant's name(s); and
- c) The address of the premises concerned; and
- d) The date and time the tenant is required to vacate the unit; and
- e) Details of the cause for termination of the rental tenancy agreement that have amounted to a breach of the rental tenancy agreement.

25.5.3 The notice shall be delivered to the tenant either:

- a) By hand to an adult person (19 year or older) living in the rental property; or
- b) By securely fastening the notice to the front door of the property with a third-party as witness to the delivery of the notice; or
- c) By registered mail.

25.5.4 Eviction action may be taken at any time during the year.

25.6 Eviction Process

25.6.1 The tenant shall vacate the unit within 30 calendar days of receipt of the notice to terminate tenancy. If the tenant does not vacate the unit at the required date defined in the notice to terminate tenancy, UNB may apply to the courts to obtain an Order of Possession authorizing the Sheriff to

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remove the tenant and their belongings and to serve this order on the tenant.

25.6.2 Within 24 hours of the tenant vacating the unit, the housing department shall arrange to have locks changed and a move-out inspection (refer to the section on move-out inspections within this housing policy) to evaluate the condition of the unit.

25.6.3 Where a move-in inspection was completed at occupancy with the tenant, UNB may charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of move-in and move-out inspection reports.

25.6.4 Any personal property left by the vacating tenant in the unit shall be dealt with as authorized within the order of possession (disposal or sale of abandoned goods). The policy relating to Abandoned Personal Property shall apply.

25.7 Option to Own

Where the rental tenancy agreement being terminated includes an option to own, the option to own will be terminated without any compensation due to the tenant. Neither the former tenant, nor their heirs nor their estate will have any claim to the unit or property.

25.8 Recovery of Costs

The tenant shall be held responsible for rent arrears and other accounts, costs, debts, dues and demands required under the terms and conditions of the tenancy agreement. Upon termination of tenancy, UNB may apply to the courts to recover any costs incurred as a result of enforcing the order of possession. In addition, UNB may enforce the terms of the tenancy agreement where the tenant has irrevocably assigned to UNB all accounts, debts and demands for the fulfilment of all costs and interest of the tenant to UNB.

26 Termination of Tenancy by the Tenant

26.1 Tenant Terminates the Rental Tenancy Agreement

26.1.1 The tenant may terminate tenancy (terminate the rental tenancy agreement) by giving the housing department 30 days written notice (one full tenancy month) before the date they shall terminate tenancy. For example a notice given before March 1st shall be effective March 31st; a notice given after March 1st shall be effective April 1st. The notice shall

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confirm: the address of the unit, the date that the tenant shall vacate the unit, the tenant's agreement to continue to pay in full all rent and other housing charges as required under the terms of the rental tenancy agreement until the end of the calendar month of the effective date of termination of tenancy, and shall be signed by the tenant(s) and dated.

26.1.2 A notice to terminate tenancy shall be delivered in person to the housing department or by registered mail. If sent by registered mail the notice shall be considered to have been given on the fifth day after the date of mailing.

26.1.3 Notwithstanding the above, the tenant and UNB can agree to mutually terminate the rental tenancy agreement at any time.

26.2 Vacating the Unit – Tenant Responsibilities

A tenant is responsible to pay the rent that is due until the effective date of termination of the rental tenancy agreement. The tenant is responsible to leave the unit in a clean condition prior to vacating the unit as described within the rental tenancy agreement. Where the tenant fails to do so, and on confirmation of the unit condition during the move-out inspection as described within this policy, the housing department shall arrange for cleaning of the unit (to a standard of ordinary cleanliness) and the tenant shall be invoiced for labour and materials.

26.3 Option to Own

Where the rental tenancy agreement being terminated includes an option to own, the option to own will be terminated without any compensation due to the tenant. Neither the former tenant, nor their heirs nor their estate will have any claim to the unit or property.

27 Moves between Units – Move at the Request of the Tenant

27.1 A tenant who wishes to move to an alternate rent to own unit shall submit an application to the housing department as outlined within this policy. With the exception of a tenant that is over-housed (as defined below) the tenant's application for an alternate rent to own unit shall be considered equally with all others and all eligibility criteria noted within this policy shall apply. The tenant shall not be in breach of their agreement or the housing policy.

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- 27.2 Where an application for an alternate rent to own unit for an existing tenant is approved, the existing tenant shall sign a new rental tenancy agreement and be responsible for all costs associated with the transfer.

28 Insurance

- 28.1 UNB shall provide third party liability insurance and building insurance (protection against damage to the unit by fire and other perils). Upper Nicola Band shall be designated as the beneficiary under any such insurance policy and any insurance proceeds with regards to such policies shall be directed to UNB.
- 28.2 The tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings. UNB is not responsible for the contents/personal belongings of the tenant.

29 Access to the Unit

- 29.1 The tenant shall permit a representative of the housing department to enter the unit at all reasonable times to examine the condition of the unit.
- 29.2 The housing department shall not enter the unit unless either:
- a) An emergency exists; or
 - b) The tenant consents at the time of entry; or
 - c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose; or
 - d) The housing department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry;
 - e) The housing department is showing the unit to prospective tenants after the tenant has provided a notice of termination of tenancy; or
 - f) The housing department has reasonable grounds to believe that a tenant has abandoned the unit.
- 29.3 Except in cases of emergency, the housing department shall enter the unit only between the hours of 8:00 a.m. and 5:00 p.m.
- 29.4 In cases of emergency, the housing department representative entering the unit shall be accompanied wherever possible by a witness (i.e. member of Upper Nicola Band administration, emergency responder). The tenant shall be notified in writing of such an emergency entry and the reason(s) for such entry.
- 29.5 The tenant shall not change (alter or add to) the locks or access to the unit.

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30 Maintenance and Repairs

30.1 Tenant Responsibilities

- 30.1.1 The tenant is responsible for the day-to-day upkeep of the unit including ordinary health and cleanliness and sanitary standards of the unit and premises and routine maintenance and repairs as detailed in the Maintenance and Repair Responsibilities Checklist.
- 30.1.2 Where the unit is a single detached home the tenant shall be responsible for exterior care (i.e. maintain the lawn and shrubbery, snow removal).
- 30.1.3 The tenant is responsible to keep the unit and property free from garbage and debris or other materials which may create a health or safety issue, including derelict vehicles or other equipment.
- 30.1.4 The tenant is responsible to keep operational the fire safety equipment within the unit (e.g. smoke and carbon monoxide detector) or to report to the housing department immediately (within 24 hours) when the equipment is not operational.
- 30.1.5 The tenant is responsible to immediately report to the housing department any emergency repairs including any accident, break or defect in interior plumbing, heating or electrical systems, or in any part of the home and its' equipment in general.
- 30.1.6 Where a tenant is requesting maintenance or repairs the tenant shall contact the housing department by phone or in person and notify them of the nature of the maintenance or repairs being requested.

30.2 UNB Responsibilities

- 30.2.1 Upper Nicola Band, through the housing department, is responsible to maintain the unit and property in a good state of repair, fit for habitation and to comply with health, safety, housing and maintenance standards.
- 30.2.2 The housing department is responsible to carry out or oversee maintenance and repairs to the unit including the building structure and systems, heating, electrical, fire safety equipment, and interior plumbing where either:

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- a) The maintenance, repair or renovation is required on a component that is original to the home at the time of occupancy; or
- b) The component has reached the end of its serviceable life; or
- c) The maintenance, repair or renovation is confirmed to be related to normal wear and tear.

30.3 Emergency Repairs

30.3.1 An emergency repair is defined as:

- a) Any accident, break or defect in interior plumbing, heating or electrical system, or safety feature in any part of the unit; and/or
- b) Any item that presents a hazard to the immediate health or safety of the tenant; and/or
- c) Any item required to prevent the loss of an essential service.

30.3.2 The housing department shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.

30.3.3 The housing department shall make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the tenant.

30.3.4 The housing department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

30.3.5 Where emergency repairs are confirmed by an inspection to be a result of willful damage or neglect, the housing department shall complete the repairs and shall demand payment of the repair costs from the tenant as detailed within the tenant damage section of this policy.

30.4 Replacement Reserve

A replacement reserve fund shall be maintained by UNB for the Section 95 units for replacement of capital items that are original (included at loan commitment) components, services, facilities or equipment of the unit. Capital items may include:

30.4.1 Major Building Components

- a) Roof replacement; and
- b) Exterior wall finishes having generally accepted definite useful life expectancy including exterior painting; and
- c) Exterior doors and windows; and
- d) Foundation

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30.4.2 Major Building Services

- a) Heating systems including boilers (hot water or steam), forced air furnaces, radiant heat components, solid fuel burning systems, chimneys and related components; and
- b) Domestic hot water tanks, septic tanks, and pressure tanks; and
- c) Potable water wells, pumps and related components.
- d) Basic Facilities
- e) Kitchen facilities such as stoves and refrigerators, sink and faucet installations, counter tops and cabinets; and
- f) Bathroom facilities such as toilets, sinks and fixtures, vanities, tubs and fixtures.

30.4.3 Other Major Facilities, Equipment and Features

- a) Interior floor coverings; and
- b) Mechanical laundry equipment such as washers and dryers where such equipment was included at commitment.

30.4.4 Where the housing department confirms that a capital item on an original component is to be replaced, and where there are sufficient funds within the replacement reserve, the housing department shall replace the capital item with a mid-grade component that meets the requirements as set out in the CMHC Operating Agreement.

30.4.5 Items that that are still operational or have not met their generally accepted useful life expectancy due to improper or negligent care shall not be considered for replacement with replacement reserve funds.

30.5 Completing Maintenance and Repairs

30.5.1 All requests for maintenance and repairs are subject to budget availability.

30.5.2 Where a tenant is requesting maintenance and repairs the tenant shall contact the housing department by phone or in person.

30.5.3 The housing department shall review each request to determine:

- a) The scope of the maintenance or repair item(s); and
- b) Whether an inspection is required to confirm the eligibility of the work being requested and the materials required; and
- c) Whether the repairs are within the capabilities of the housing department or if the work is to be contracted out to other qualified contractors (e.g. electrical, mechanical and plumbing systems).

30.5.4 The housing department shall prioritize all requests in order as follows:

- i. Emergency repairs.

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- ii. Non-emergency minor repairs or maintenance related to health and safety. Where repair requests include emergency and non-emergency repairs, non-emergency items may be considered separately with other non-emergency requests and be dealt with in the order in which they are received.
- iii. Non-emergency minor repairs or maintenance for all other items.
- iv. Major repairs.

30.5.5 The housing department shall review the condition of property checklist report completed at move-in to confirm whether the repairs are required as a result of normal wear and tear or are a result of willful damage or neglect as defined within this policy. Where repairs are a result of willful damage or neglect the housing department shall follow the process as described within the section of this policy that relates to tenant damage.

30.5.6 All maintenance and repair work overseen or carried out by the housing department shall meet or exceed the requirements of the British Columbia Building Code, Upper Nicola Band by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project.

30.5.7 The housing department shall keep a record of all maintenance and repairs carried out on a unit including the reason for the maintenance/repairs, the date of the repair work and costs.

30.5.8 All maintenance and repairs shall be inspected by UNB or by the agency having jurisdiction.

30.6 Maintenance and Repair Contracts

Where maintenance or repair work is considered to be beyond the capabilities of the housing department (e.g. electrical, mechanical and plumbing systems) the contract for the work shall be entered into in accordance with Upper Nicola Band procurement policies.

31 Alterations, Additions or Improvements by the Tenant

31.1 A tenant shall not make any alterations, additions or improvements to the unit (including painting) or any alterations to any permanent object located on the property (i.e. tree removal) without having received prior written approval from the housing department to do so.

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- 31.2 The tenant shall submit a written request to the housing department prior to the start of any work that shall:
- a) Provide a detailed description of the proposed alteration, addition or improvement (hereinafter referred to as the 'work'); and
 - b) Confirm that the work shall be completed by a qualified tradesperson where the work affects any mechanical component or the structural integrity of the unit; and
 - c) Confirm that the tenant is responsible for all costs (labour and material) related to the work; and
 - d) Confirm that the work is provided by the tenant without compensation in any form, at any time, to the tenant by UNB; and
 - e) Confirm that the work shall meet or exceed the requirements of the British Columbia Building Code, Upper Nicola Band by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project; and
 - f) Confirm that the work is subject to inspection by UNB or by the agency having jurisdiction; and
 - g) Confirm that submitting the request does not guarantee approval.
- 31.3 Where the tenant carries out the work without receiving prior approval from the housing department or, where the request has been denied, or where the alterations or improvements fail to meet the building code or Upper Nicola Band standards, the work is subject to removal at the cost of the tenant and the tenant shall be responsible to restore the unit/property to the same condition as it was when the tenant took tenancy. Failure by the tenant to restore the unit/property within the timeframe established by the housing department is considered a breach of the rental tenancy agreement and may result in termination of the agreement as described within this policy.
- 31.4 Where the tenant does not remove the alteration, addition or improvement, such items are owned by UNB without compensation to the tenant.

32 Appliances

All household structures and appliances in place prior to a tenant taking occupancy are the property of the Upper Nicola Band. Appliances are not to be lent, sold, traded, removed or held as collateral. The cost of any appliance that is lent, sold, traded, removed or held as collateral shall be charged to the tenant.

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33 Inspections

33.1 Inspection Reports

All inspection reports shall include:

- a) The general condition of the unit and property; and
- b) The date of the inspection; and
- c) Photographs of the unit and property on the date of the inspection; and
- d) Signature of the inspector and the tenant (where applicable).

33.2 Annual Unit Assessment

33.2.1 The housing department shall arrange for an annual assessment/ inspection of the unit.

33.2.2 A condition of property checklist shall be prepared to record the condition of the unit and property, to determine the need for any repairs, and to determine any willful damage or neglect.

33.2.3 The housing department shall send a notice to the tenant one week in advance of the planned inspection to confirm the date, time and purpose of the visit. 24 hours before the visit, the housing department shall phone the tenant to remind them of the planned visit. The housing department shall offer the tenant 2 opportunities for the inspection. The housing department shall remind the tenant of the need to be present during the inspection and that failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Where the tenant does not participate in the inspection, the housing department shall arrange to have a third party participate in the inspection and sign-off on the inspection report.

33.2.4 A copy of the condition of property checklist shall be placed in the tenant's file.

33.3 Move-In Inspection

33.3.1 The purpose of the move-in inspection is:

- a) To confirm the condition of the unit at move-in before the tenant takes occupancy and to be able to assess changes in the condition of the unit when the tenant vacates the unit; and
- b) For the housing department to review operational aspects of the unit (e.g. heating system) with the tenant; and
- c) For the tenant to obtain clarification on any issues or concerns regarding the unit.

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- 33.3.2 The housing department shall offer the tenant 2 opportunities for the inspection to be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day before the tenant takes occupancy. The housing department shall remind the tenant of the need to be present during the inspection and that failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect.
 - 33.3.3 Every effort shall be made to accommodate the tenant's preferred inspection date however the housing department shall complete the inspection and sign the inspection report without the tenant if the housing department has provided notice as required and the tenant does not participate on either occasion.
 - 33.3.4 The housing department shall complete a condition of property checklist and report that confirms the condition of the unit including any deficiencies. The report shall be reviewed and signed off by both the housing department and the tenant except where the tenant fails to participate in the inspection as noted above. Where the tenant does not participate in the inspection, the report shall be signed off jointly by two representatives of UNB. A copy of the report shall be placed in the tenant's file and a copy shall be provided to the tenant.
- 33.4 Move-Out Inspection
- 33.4.1 Where the tenant vacates the unit a move-out inspection shall be completed by the housing department and tenant on the day the tenant vacates the unit or on another mutually agreed day.
 - 33.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:
 - a) Any repairs required to return the unit to a marketable condition; and
 - b) Any repairs required as a result of willful damage or neglect.
 - 33.4.3 The housing department shall offer the tenant 2 opportunities for the inspection and shall remind the tenant of the need to be present during the inspection and failing to participate may result in the tenant losing the right to dispute charges for repairs required as a result of willful damage or neglect. Every effort shall be made to accommodate the tenant's preferred inspection date however the housing department may complete the inspection and sign the unit inspection report without the tenant if the housing department has documented evidence that notice

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was provided as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.

- 33.4.4 The housing department shall complete a condition of property checklist and report. Both the housing department and tenant shall sign the checklist and the tenant shall be given a copy; a copy of the report shall be placed in the tenant's file. Where the tenant does not participate in the move-out inspection, the housing department shall arrange to have a third party participate in the inspection and sign-off on the inspection report.
- 33.4.5 Where the inspection confirms repairs are required as a result of willful damage or neglect, the housing department shall notify the tenant in writing of the amount of the repairs and shall apply the security deposit toward these costs. Where repair costs exceed the security deposit the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
 - b) Note the value of the repair costs as an account owing/accounts receivable against the former tenant until such costs are repaid in full.
- 33.4.6 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Upper Nicola Band housing programs until such costs have been repaid in full.

33.5 Vacant Unit Inspection

- 33.5.1 The housing department shall inspect any unit determined to have been left vacant by the tenant.
- 33.5.2 An inspection shall be completed and a written unit inspection report shall be prepared. A copy of the report shall be placed in the tenant's file. Where the inspection confirms repairs are required as a result of willful damage or neglect the cost of such repairs shall be determined and the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or

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- b) Note the value of the repair costs as an account owing/accounts receivable against the former tenant; and/or
 - c) File a report of damages to the local police department.
- 33.5.3 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Upper Nicola Band housing programs until such costs have been repaid in full.
- 33.5.4 Where the unit is determined to have been abandoned, the *Abandoned Unit* policy shall apply.

34 Tenant Damage

The tenant is responsible to pay repair costs for damage to the unit that is confirmed to be a result of willful damage or neglect by the tenant, other occupants, their guests, or their pets.

34.1 Confirmation of Tenant Damage

- 34.1.1 Where tenant damage is identified the housing department shall complete an inspection and a written report to confirm the repairs required as a result of willful damage or neglect (as compared against the most recent unit inspection for the unit to confirm the repairs that are a result of willful damage or neglect). The report shall include an estimate of costs for the repairs.
- 34.1.2 Where the damage to the unit results in a claim against UNB's insurance policy, and the housing department has confirmed that the tenant, their guests or their pets are responsible for the damage, the tenant shall pay the deductible.

34.2 Options to Correct Tenant Damage

Within five (5) working days of receiving the inspection report, the housing department shall issue a written notice of tenant damage to the tenant to confirm the required repairs and offer options to correct the tenant damage as follows:

34.2.1 Emergency Repairs to be Completed by UNB

Where the repairs are considered emergency repairs as defined within this housing policy, the housing department shall complete the repairs and the tenant shall be charged for the cost of such repairs.

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- 34.2.2 Repairs to be Completed by the Tenant
- a) The tenant is responsible to have non-emergency repairs completed as required by the housing department and to pay the cost of the repairs within the deadline established by the housing department. The repairs shall be inspected by the housing department and must meet the requirements of the British Columbia Building Code, Upper Nicola Band by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project; and
 - b) Where the tenant fails to correct the damage or, where repairs are done but fail to meet the building code or Upper Nicola Band standards, the housing department shall arrange to have the repairs corrected to meet such standards. The tenant shall be responsible to repay the cost of such repairs to UNB within a deadline established by UNB.
- 34.2.3 Repairs to be Completed by UNB
- Where UNB has completed repairs, the tenant shall have the option to repay the cost of repairs, as follows:
- a) Use of the security deposit; or
 - b) Where the cost of repairs exceeds the security deposit, the tenant can pay the cost of repairs in full or enter into a rent arrears recovery agreement with the housing department.
- 34.2.4 Where the security deposit is used, in full or in part, to cover the cost of repairs the tenant shall submit to the housing department payment of a new security deposit. The housing department shall confirm the amount of the security deposit to be paid which shall be equal to one month's current rent. The tenant shall pay the security deposit to the housing department within 30 days of the notice date (a tenant in receipt of social assistance shall pay the security deposit within 60 days of the notice date).
- 34.2.5 Where a rent arrears recovery agreement is entered into, the tenant shall pay a minimum of 15% of the estimated costs by cash, money order, bank draft or Interac debit on the date the agreement is entered into.
- 34.2.6 Where the tenant does not pay for the repairs within the date specified or, enters into and does not honour a rent arrears recovery agreement for the repairs, the housing department shall enforce consequences for a breach of the agreement as confirmed within this policy. All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely. The housing department shall prepare an invoice in the

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amount of the repairs so that the cost of the repairs shall be noted as an accounts receivable against the tenant.

34.3 Tenant Damage Identified During the Move-Out Inspection

34.3.1 Where, during the move-out inspection, there are repairs required as a result of willful damage or neglect, the housing department shall notify the tenant in writing of the amount of the repairs and shall apply the security deposit toward the cost of the repairs. Where repair costs exceed the security deposit the housing department shall:

- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand payment of the repair costs; and/or
- b) The housing department shall prepare an invoice in the amount of the repairs so that the cost of the repairs shall be noted as an accounts receivable against the former tenant.

34.3.2 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for Upper Nicola Band housing programs until such costs have been repaid in full.

35 Use of the Unit and Property – Home Based Business

35.1 The unit and property are intended to be used only for the purpose of a private family residential dwelling by the authorized tenant and authorized occupants.

35.2 A tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from the housing manager. The tenant shall submit a written request to Upper Nicola Band which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighbouring properties).

35.3 The tenant shall follow all applicable Upper Nicola Band by-laws and policies regarding operating a home based business.

36 Sublet

36.1 Eligible Sublet

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36.1.1 A tenant may be eligible to sublet the unit (and be able to return to the unit at the end of the sublet) where they will be away from the unit for an indefinite period (greater than 30 consecutive days but less than 2 years) and only where they are vacating the unit during this period due to:

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

36.1.2 Where the tenant will be away from the unit for an indefinite period for reasons not relating to employment, education or medical treatment, they will not be permitted to retain tenancy or sublet the unit and will be required to permanently vacate the unit as outlined in the rental tenancy agreement and this housing policy.

36.2 Request for a Sublet

The tenant will submit a written request, signed and dated, to the housing department confirming their request to sublet the unit and include the following information:

- a) The unit location/identifier; and
- b) The period of the sublet (confirm the beginning date, month and year and ending date, month and year if known); and
- c) The reason for the sublet; and
- d) The names of all of the persons subletting the unit, including age and gender; and
- e) Contact information of the persons subletting the unit (home phone, work phone and cell phone if applicable).

Submission of a request to sublet does not guarantee approval.

36.3 Approving a Sublet

36.3.1 Where the housing department confirms that the sublet is approved the tenant may sublet the unit under the following conditions:

- a) The sub-lessee will meet all of the eligibility requirements of the housing policy; and
- b) The tenant will continue to be responsible to make the rental payment to UNB and to collect that amount from the sub-lessee; and
- c) The sub-lessee is responsible for all other housing charges related to the unit; and
- d) The sub-lessee is responsible to abide by the terms of the sub-lease agreement and this housing policy; and
- e) The tenant is responsible to repair any willful damage or neglect caused to the unit by the sub-lessee. Where the damage to the unit results in a claim against UNB's insurance policy, and the housing

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department has confirmed that the sub-lessee, their guests or their pets are responsible for the damage, the tenant will pay the deductible.

- 36.3.2 Where a sublet is approved an inspection will be carried out to confirm the condition of the unit before the tenant vacates the unit; the inspection will be completed according to the move-out inspection requirements of this policy. When the tenant returns to the unit, the housing department will arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection will be completed according to the move-in inspection requirements of this policy. The tenant will be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.
- 36.3.3 Where a sublet is approved but the tenant is unable to identify a sub-lessee, the tenant may authorize the housing department to identify a sub-lessee on their behalf. In such cases, the tenant will sign an agreement releasing UNB from any responsibilities should the sub-lessee fail to honour the terms of the sublet agreement.
- 36.3.4 Where the housing department does not approve a sublet the tenant will remain responsible to pay all housing costs including monthly rental payments and other housing charges for the duration of their absence, where such absence has been approved by the housing department as detailed within this housing policy.
- 36.3.5 Where the sublet is not approved and the tenant is unable or unwilling to remain responsible to pay all housing costs as noted above and thereby violates the terms of their rental tenancy agreement and/or the housing policy, the tenant will surrender the unit to the housing department.
- 36.3.6 Where a tenant sublets the unit without prior written approval from the housing manager this is a breach of the rental tenancy agreement and the housing policy. UNB may terminate the rental tenancy agreement, and any occupants/sub-lessee(s) will be evicted from the unit.

37 Pets

- 37.1 A tenant shall be permitted to have a pet(s) as long as:
- a) The pet does not damage the unit and property and does not create a nuisance or disturbance to neighbouring occupants; and
 - b) The pet(s) is contained within the boundaries of the property, at all times.

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- 37.2 A tenant with a pet shall be held responsible for their pet(s)'s actions and any damage that may be caused by the pet.
- 37.3 Where the housing department receives a substantiated complaint regarding a tenant's pet or, where the housing department has evidence that the pet policy is not being followed, this is a breach of the rental tenancy agreement and the policy regarding termination of the rental tenancy agreement with cause as noted within this housing policy shall apply.

38 Unlicensed Vehicles

- 38.1 The tenant shall not keep or store any vehicles including cars, trucks, motorcycles, all-terrain vehicles, motor homes, house trailer, camper or any other type of vehicle or recreational vehicle on the rental property unless such vehicles have current and valid vehicle registration and licensing according to the British Columbia Motor Vehicles Act. Any vehicles that are no longer licensed shall be removed from the premises at the tenant's expense.
- 38.2 The tenant shall supply the housing department with vehicle registration and insurance documentation for any and all vehicles on the premises when asked to do so, for the duration of the rental tenancy agreement.
- 38.3 Where the housing department has evidence that this policy is not being followed, this is a breach of the rental tenancy agreement and the policy regarding termination of the rental tenancy agreement with cause as noted within this housing policy shall apply.

39 Temporary Absence from the Unit by the Tenant

- 39.1 A temporary absence is defined as:
 - a) October 1 to March 31 – an absence greater than 10 consecutive days and less than 30 consecutive (to ensure heating systems are operational and to protect the unit from winter damage); and
 - b) April 1 to September 30 – an absence less than 30 consecutive days.
- 39.2 During a temporary absence the tenant shall remain responsible to:
 - a) Pay all housing costs including rent, hydro/utilities/heat and other service charges and arrange for an on-site visit at least twice per week by a family

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- member to ensure the unit remains protected against the elements and the unit and property are maintained in good order; and
 - b) Pay the cost to repair damage (labour and material) to the unit that occurs during their absence; and
 - c) Provide the family member caring for the unit with contact information (telephone and mailing address) for the period of their absence; and
 - d) Notify and the Upper Nicola Band in writing, of their absence.
- 39.3 Where the tenant shall be away temporarily from the unit the tenant is not required to notify the housing department of their absence.

40 Indefinite Absence from the Unit by the Tenant

An indefinite absence is defined as a period greater than 30 consecutive days but less than 2 years.

40.1 Eligibility to Retain Tenancy during an Indefinite Absence

- 40.1.1 Where the tenant shall be away indefinitely from the unit the tenant is required to notify the housing department and request approval to retain tenancy during the indefinite absence. Submitting such a request does not guarantee approval.
- 40.1.2 Where the tenant shall be away from the unit for an indefinite period as defined above, they may be permitted to retain tenancy only where they are vacating the unit during this period due to:
 - a) Employment; or
 - b) Education; or
 - c) Medical treatment.
- 40.1.3 Where the tenant shall be away from the unit for an indefinite period for reasons not relating to employment, education or medical treatment, they shall not be permitted to retain tenancy and shall be required to permanently vacate the unit as outlined in the rental tenancy agreement and this housing policy.
- 40.1.4 Where the tenant fails to notify the housing department of their absence they shall be in breach of the rental tenancy agreement and this housing policy and the housing department shall take action to protect the unit and property and/or terminate the rental tenancy agreement.
- 40.1.5 Where a tenant fails to notify the housing department of an absence greater than 30 consecutive days the housing department shall consider the unit abandoned and take the steps outlined in this housing policy to secure the unit.

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40.1.6 The tenant shall be charged for any cost relating to securing the unit or repairing damages.

40.2 Conditions of Approval

40.2.1 As a conditions of approval, during their absence the tenant shall either arrange for a sublet and the *Sublet* policy shall apply or, if the tenant chooses not to sublet the unit the tenant shall:

- a) Remain responsible to pay all housing costs including rent, hydro/utilities/heat other housing services; and
- b) Arrange for a twice weekly on-site/interior visit (at least once every 4 days) and regular care of the unit by a family member or a responsible adult to ensure the unit remains protected against the elements and the unit and property are maintained in good order. Where the tenant does not arrange for proper care and the housing department is required to carry out unit or property care and maintenance, the tenant shall be charged for the cost of the housing department carrying out these services; and
- c) Be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence. Where the damage to the unit results in a claim against UNB's insurance policy, the tenant shall pay the deductible.

40.2.2 The housing department shall arrange for an inspection to confirm the condition of the unit before the tenant vacates the unit; the inspection shall be completed according to the move-out inspection requirements of this policy. When the tenant returns to the unit, the housing department shall arrange an inspection to confirm the condition of the unit at the time the tenant returns; the inspection shall be completed according to the move-in inspection requirements of this policy. The tenant shall be responsible to pay the cost to repair damage (labour and material) to the unit that occurs during their absence.

40.2.3 Where the tenant is not able or willing to remain responsible to pay all housing costs and arrange for regular care of the unit as noted above, the rental tenancy agreement shall be terminated and the tenant shall vacate the unit and the housing department shall proceed to terminate tenancy as described within this policy.

41 Abandoned Unit

41.1 Tenant Continues to Make Rent Payments-Fails to Provide Notice of Absence

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Where the tenant vacates the unit for more than 30 consecutive days without notice but continues to make the monthly rent payments, the housing department shall confirm to the tenant that:

- a) The tenant is responsible to request approval to retain tenancy during an indefinite absence from the unit (up to 2 years as defined in this policy); and
- b) It is the tenants' responsibility to request approval to sublet the unit or, to arrange and pay for the care of the unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.); and
- c) Where care is not arranged/carried out and the housing department must take action to secure the unit, the housing department may charge the cost of such actions to the tenant; and
- d) Any repairs that are a result of the unit being left unoccupied during the tenants' absence shall be the responsibility of the tenant. The housing department is not responsible to carry out or pay for such repairs.

41.2 Tenant Fails to Make Payments and Fails to Provide Notice of Absence

41.2.1 Where a unit is vacated for more than 30 consecutive days and where the tenant has failed to provide notice of their absence to the housing department and where the tenant has failed to make the monthly rent payments, the unit shall be considered abandoned by the tenant. The housing department may take action necessary to secure the unit (i.e. boarding up windows to prevent damage by vandalism, enter into the unit to weatherproof during the winter season, etc.). Where this is done the housing department shall invoice the tenant for the cost of the repairs (labour and materials) which shall result in an accounts receivable against the tenant.

41.2.2 The housing department shall take steps to safeguard the rights of the tenant and shall confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:

- a) Visiting the unit on three separate occasions to attempt to contact the tenant and being unable to do so; and
- b) Making two attempts to contact by phone the tenant or, if known, a family member of the tenant to confirm the tenant's intent to return to the unit; and
- c) Issuing two written notices to the tenant by registered mail (requiring confirmation of receipt by the tenant), to the most recent mailing address provided to the housing department by the tenant. The housing department shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable; and

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- d) Securely attaching the written notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached; and
- e) Confirming that the tenant has stopped making the monthly rental payment; and
- f) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
- g) Contacting neighbouring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the tenant has not occupied the unit in the past 30 day period.
- h) Where the housing department confirms that the unit has been left in an insecure state the housing department has the right to enter the unit and secure the unit including changing the locks.

41.2.3 Where the housing department enters the unit, a written notice shall be left on the door of the unit informing the tenant that the locks have been changed and that if the tenant requires access they must contact the housing department at the address supplied in the notice to obtain a replacement key. The notice shall confirm that the housing department is making application for a court possession order for the unit.

41.2.4 The housing department shall request approval from Council to apply for a court possession order for the unit. On receipt of the court possession order, the rental tenancy agreement shall be terminated and the unit shall be reclaimed by the housing department.

42 Abandoned Personal Property

- 42.1 Where the former tenant has left personal property in the unit/on the property, the following shall apply:
- a) The housing department shall remove the former tenant's personal property and place it in storage for 30 days and shall keep a written or photographic inventory of the property. The housing department shall invoice the former tenant for the cost of removal of their possession and other related charges as noted within this policy; and
 - b) The housing department shall post a notice on the front door of the unit to notify the former tenant that the property is in storage and shall provide contact information for the former tenant to reimburse the housing department for costs related to removal/storage of same and to retrieve their belongings; and
 - c) Where the former tenant does not contact the housing department to reclaim their personal property within the 30 day period, the housing

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department may dispose of the property in such a manner as may be determined by the housing department. The housing department shall maintain the written/photographic inventory and details of the disposal of the property for 2 years following the date of disposal.

- 42.2 Notwithstanding the above, the housing department may dispose of the personal property if the housing department believes that
- a) The personal property has a total value of less than \$2,000; or
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsafe.
- 42.3 Where the housing department incurs expenses as a result of action taken as noted above, including but not limited to repairs and the cost of the removal of the personal property, such costs shall be deducted from the former tenant's security deposit. Where such costs exceed the security deposit the housing department shall:
- a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair and other costs; and/or
 - b) Note the value of the repair costs as an accounts receivable against the former tenant.
- 42.4 Where the former tenant is charged for repairs and other costs that are a result of abandoning the unit, the former tenant shall not qualify for Upper Nicola Band housing programs until such costs have been repaid in full.

43 Exercising the Option to Own

- 43.1 Conditions for Exercising the Option to Own
- UNB will grant approval for the tenant to exercise the option to own the unit under the following conditions:
- a) The amortization period for the unit has expired (the Section 95 mortgage loan has been paid in full); and
 - b) The tenant has paid in full all rent and other housing charges owing on the account including historical arrears (i.e. arrears on the account for longer than 12 months) on the account; and
 - c) The tenant has met all of the terms and conditions of the rental tenancy agreement; and
- 43.2 UNB Responsibilities

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- 43.2.1 Subject to all the terms and conditions of the rental tenancy agreement having been met and 12 months prior to the date of the end of the amortization period, the housing department will provide a written notice to the tenant that they may be eligible to exercise the option to own the unit at the end of the amortization period. The notice will include a request for the tenant to meet with the housing department to review the terms and conditions that will be met in order to exercise the option to own and to discuss the financial and physical responsibilities of the tenant once the option is exercised (e.g. insurance, maintenance and repairs). The housing department will confirm the cost to the tenant of exercising the option to own.
- 43.2.2 UNB will release the security deposit to the tenant less any costs incurred by UNB related to loss of rental income, repairs or tenant damage within 30 days of termination of the rental tenancy agreement.

43.3 Tenant Responsibilities

The tenant will confirm their wish to exercise the option to own by delivering to the housing department a written notice of intent to exercise the option to own in a form acceptable to the housing department which will include the following:

- a) A statement which confirms the tenant's intent to exercise the option to own; and
- b) Clear identification of the unit; and
- c) A request for UNB to issue a BCR recognizing home ownership
- d) The request will be signed by the tenant and dated; and
- e) Where the option is being exercised when the mortgage loan is fully amortized and the mortgage loan has been paid in full, the request will be accompanied by payment of one (1) dollar.

44 UNB Owned Land – BCR recognizing Home ownership

44.1 Eligibility for a BCR recognizing Home ownership

In all cases the following requirements must be met in order for UNB to issue a BCR recognizing Home ownership for a unit built on UNB owned land:

- a) The housing department will confirm that the mortgage loan is fully amortized and the mortgage loan has been paid in full, the tenant's rental account has been paid as required (no rental arrears or other associated debts); and
- b) The housing department will contact the Lands Department to confirm that title to the land is clear and that there are no encumbrances or liens on the property; and

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- c) The Upper Nicola Band Lands Department will confirm that the land to which the BCR applies has been surveyed by a Canada Lands Surveyor; and

44.2 Issuing the BCR recognizing Home ownership – Lands Department

After the housing department receives the tenants' written request to issue a BCR recognizing Home ownership for the unit, and the housing department has confirmed that the tenant is eligible to exercise the option to own, the Lands department will submit the request to Council to issue a BCR.

44.3 Responsibilities of UNB and the Homeowner

After the BCR recognizing Home ownership for the unit has been issued:

- a) The rental tenancy agreement will terminate; and
- b) UNB will have no further interest in the unit; and
- c) UNB will have no further obligation to insure the unit; and
- d) The homeowner will be responsible for all costs associated with the unit including but not limited to maintenance, repairs and insurance.

45 Reacquired Unit

45.1 UNB Responsibilities

Where UNB reacquires a Section 95 unit as a result of termination of tenancy either by UNB or by the tenant, UNB reserves the right to either:

- a) Carry out repairs required to bring the unit to minimum standards and operate the unit as a band funded rental unit (without an option to own) and the Upper Nicola Band Funded Housing Policy shall apply); or
- b) Carry out repairs required to bring the unit to minimum standards and offer the unit to another eligible rent-to-own applicant. The eligibility criteria, application process, rental tenancy agreement and this housing policy shall apply; or
- c) Remove the unit from the Section 95 portfolio (i.e. pay the outstanding mortgage loan balance and relinquish any remaining CMHC subsidy) where an analysis of costs confirms this is the most cost effective option.

45.2 New Rent-to-Own Tenant – Loan Term

Where UNB approves an applicant who meets the rent-to-own eligibility requirements as noted within this policy the applicant shall be required to execute a new rental tenancy agreement. The term for the new agreement shall be the greater of the remaining amortization period of the mortgage loan for the unit or 5 years.

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46 Marital Breakdown

- 46.1 In the event of marital breakdown or, issuance of a protective order by the courts, the rental tenancy agreement shall be reassigned in accordance with the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act. The rental tenancy agreement shall, as a priority, be transferred to the guardian of any dependent children living in the rent to own unit, whether or not the children are contained in the Upper Nicola Band Membership List.
- 46.2 Where a tenant (i.e. a person who is listed on and has signed a rental tenancy agreement for the rent to own unit), has been in a conjugal relationship (i.e. a married couple or common-law partnership where both partners have cohabitated for at least one year) and that relationship is terminated, the following shall apply with respect to occupancy of the rent to own unit:

46.2.1 Two Band Member Tenants

Where both tenants are members of Upper Nicola Band and both reside on a permanent basis in the rent to own unit, either tenant may remain in the unit. Upper Nicola Band shall encourage the tenant(s) to resolve the decision regarding who shall occupy the unit. Upper Nicola Band shall follow the terms of a separation agreement or a divorce settlement. In the absence of either a separation agreement or divorce settlement, the decision as to who remains shall be determined by the courts and Upper Nicola Band shall abide by that decision.

Upper Nicola Band may offer to sign a new rental tenancy agreement with the remaining tenant if the remaining tenant is in good financial standing with Upper Nicola Band (no outstanding payments on accounts with Upper Nicola Band).

46.2.2 One Upper Nicola Band Member Tenant and One Non-Member Tenant

Where one tenant is a member of Upper Nicola Band and the other tenant is not and the non-member shall remain in the unit, the following shall apply:

- a) Where the non-member is the guardian of any dependent children living in the rent to own unit, whether or not the children are contained in the Upper Nicola Band Membership List, the non-member may remain in the rent to own unit until such time as those dependent children are no longer living in the unit; or
- b) Where there are no dependent children living in the rent to own unit, the non-member may remain in the rent to own unit for a period of

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- up to 180 days. At the end of the 180 day period, Upper Nicola Band may issue a notice to terminate tenancy; or
- c) Upper Nicola Band may renew the rental tenancy agreement with the non-member.

47 Death of a Tenant

- 47.1 The rent to own unit is owned by Upper Nicola Band and is not owned by the tenant (i.e. a person who is listed on and has signed a rental tenancy agreement for the unit). Therefore neither a tenant nor a member of the tenant's immediate or extended family or dependents have a right of possession to the unit. However, in event that a tenant dies during the term of the agreement, where the tenant has met the eligibility requirements to transfer the option to own the unit as described within policy Item 14 – *Transferability of the Option to Own*, Council may consider transfer of the rental tenancy agreement and the option to own. The Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act shall also apply.
- 47.2 In the event that a tenant dies during the term of the agreement, the agreement automatically terminates and possession of the rent to own unit, excluding personal effects of the deceased tenant and authorized occupants as contained in the rental tenancy agreement, reverts to Upper Nicola Band within 30 days from the date of the death unless:
- 47.2.1 There is a surviving tenant who has signed the rental tenancy agreement and who lives in the rent to own unit on a permanent basis. If the surviving tenant is a non-member of Upper Nicola Band, policy Item 47.2.2 shall apply. If the tenant wishes to remain in the rent to own unit and if the tenant has no arrears on any accounts with Upper Nicola Band, the housing department may execute a new rental tenancy agreement with the surviving tenant; or
- 47.2.2 The former tenant has met the eligibility requirements to transfer the option to own the unit as described within policy Item 14 – *Transferability of the Option to Own*; or
- 47.2.3 Neither 47.2.1 nor 47.2.2 applies and a member of the tenant's immediate family was residing in the rent to own unit at the time of the tenant's death and that family member wishes to remain in the rent to own unit. In consideration of tenancy of the family member according to the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act, the family member has the right to:
- a) Remain in the rent to own unit for up to 180 days after the death; or

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- b) Apply for exclusive occupation for a specified period of time (i.e. a court order to provide short- to long-term occupancy of the home to the exclusion of one of the spouses or common-law partners); or
- 47.3 In the event of the death of a tenant, if policy items 47.1 and 47.2 do not apply the housing department shall provide written notice to executor of the estate that they shall have 60 working days to remove the belongings of the tenant from the rent to own unit. Where there are unclaimed possessions in the unit, the policy related to *Abandoned Personal Property* shall apply.
- 47.4 In the event that a tenant dies during the term of the agreement, the agreement automatically terminates and possession of the rent to own unit, excluding personal effects of the deceased tenant and authorized occupants as contained in the rental tenancy agreement, reverts to Upper Nicola Band within 30 days from the date of the death unless:
- 47.4.1 There is tenant who has signed the rental tenancy agreement and who lives in the rent to own unit on a permanent basis. If the tenant wishes to remain in the rent to own unit and if the tenant has no arrears on any accounts with Upper Nicola Band, the housing department may execute a new rental tenancy agreement with the tenant; or
- 47.4.2 A member of the tenant's immediate family was residing in the rent to own unit at the time of the tenant's death and that family member wishes to remain in the rent to own unit. In consideration of tenancy of the family member according to the Provisional Federal Rules set out in the Family Homes on Reserves and Matrimonial Interests or Rights Act, the family member has the right to:
- c) Remain in the rent to own unit for up to 180 days after the death; or
- d) Apply for exclusive occupation for a specified period of time (i.e. a court order to provide short- to long-term occupancy of the home to the exclusion of one of the spouses or common-law partners).
- 47.5 In the event of the death of a tenant, if Item 47.2 does not apply the housing department shall provide written notice to immediate family members that they shall have 60 working days to remove the belongings of the tenant from the rent to own unit. Where there are unclaimed possessions in the unit, the policy related to *Abandoned Personal Property* shall apply.