



TSARTLIP FIRST NATION

Housing Rental Policy

Created: November 20, 2023

*Approved & ratified by Chief and Council on
December 12, 2023*



Change #	Date	Key Updates	Action
Created	X		
v. 1	X		

To fulfill its purpose as an ongoing reference and training tool, this guidebook should be continually updated by Tsartlip First Nation, as required.

This policy is a “living document” to guide the Housing department, and at a minimum should be reviewed and updated annually by the Housing Manager overseen by the Housing Committee. Tsartlip First Nation Council will review and approve policies for implementation by the Housing Department.



Tsartlip First Nation - Band Council Resolution

**TSARTLIP FIRST NATION ("the Nation"),
as represented by its Chief and Council ("Council")
BAND COUNCIL RESOLUTION**

WHEREAS:

- A. In order to ensure safe, affordable, and accessible housing to Tsartlip members, the Nation needs an updated Housing Rental Policy manual to guide the administration and delivery of Tsartlip on-reserve housing tenancies;
- B. Tsartlip desires to regulate housing activities on-reserve by clarifying the roles & responsibilities of all parties (tenants, homeowners, Chief and Council, Housing Committee and Housing department, and Band Administration), the allocation, use and occupancy, rent collection or recovery procedures, and maintenance of Tsartlip First Nation-owned rentals.

NOW THEREFORE BE IT RESOLVED THAT:

- 1. Council hereby approves and ratifies:
 - a. That there shall be established a Housing Rental Policy known as the Tsartlip First Nation Housing Rental Policy manual, effective the **12th day of December 2023**;
 - b. That the Tsartlip First Nation Housing Rental Policy be administered under the authority of Tsartlip First Nation;
 - c. Any violation of the Housing Rental Policy be subject to the penalties outlined in the manual and any other applicable Tsartlip First Nation laws or policies.

A quorum of Tsartlip Chief and Council consists of five Councilors.


MOTION CARRIED.

***A quorum for this Band
Consists of 5 Council
Members.***



Chief Don Tom

Councillor–Gordon Elliott



Councillor –Lawrence Bartleman

Councillor – Verna Ellsworth

Councillor – Joe Seward



Councillor – Phillip Tom



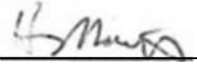
Councillor – Simon Smith, Jr.



Councillor – Jeanine Cooper



Councillor – Curtis Olsen



Councillor – Howard Morris



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1. INTRODUCTION

Housing is an essential component of the Tsartlip First Nation community that affects the health and well-being of all Tsartlip First Nation Members. Tsartlip First Nation has developed this Housing Rental Policy to guide and enhance the delivery of housing programs and services for member tenants on-reserve.

This Housing Rental Policy is effective as of **December 12, 2023** and will take the place of previous and existing housing regulations and policies.

The Housing Rental Policy is not law. It is a set of guidelines that have been approved by Tsartlip First Nation Chief and Council to direct the management of Tsartlip Housing tenancies and services including how Chief and Council, the Housing Committee, the Housing department, and Members are to conduct themselves with all matters related to on-reserve housing tenancies.

Using this Housing Rental Policy, Tsartlip First Nation will achieve consistency, continuity, equitableness, accountability, and responsibility of on-reserve housing programs and services. Making sure that all member tenants know and understand the rules set out by Tsartlip First Nation through this Policy, will support efficient and effective management of Tsartlip First Nation housing. The policies enclosed are intended to support the Tsartlip First Nation administration in assisting members in obtaining shelter that meets the health, safety, and structural standards of Tsartlip First Nation and encourage householders to assume a greater responsibility for their housing unit whether it is a rental (RO) or rent-to-own, (RTO) home. Privately owned homes will be addressed in a separate Tsartlip Privately-Owned Homes policy.

2. VISION AND GOALS

The Tsartlip First Nation Housing Rental Policy is to guide the delivery and administration of housing at Tsartlip First Nation in an effective, efficient, and sustainable manner. The Tsartlip First Nation Housing vision and goals are built on the Nation-level vision statement, as shown below:

“Tsartlip is a community of strong, independent people who have built a self-sufficient Nation that thrives in harmony with the W̱SÁNEĆ culture, lands, and waters to which we belong.”

In alignment with the updated Tsartlip First Nation Housing Policy, the overarching vision of the Nation is to ensure the provision of a variety of secure, accessible, and affordable housing options for all current and future community members.

Through the maximization of existing housing units and the development of additional high-quality housing options, the Housing Committee strives to support a housing program that serves to meet immediate and long-term community needs, is self-supported, and economically sustainable.



Housing Goals

In the development of the Nation's previous Housing Plan (2015), the Tsartlip First Nation Housing Committee identified a series of housing goals. These goals are still a focus of the Nation:

- Alleviate present overcrowding in housing on-reserve.
- Replace housing units rated beyond repair.
- Increase density, where possible, especially in the existing settlement area.
- Improve the overall level of infrastructure and services on-reserve.
- Identify capital costs required to implement new infrastructure and service requirements.
- Engage the Nation's membership and member landowners in the implementation of the Housing Plan.
- Engage the District of Central Saanich in the proposed infrastructure and service upgrades associated with the Housing Plan.
- Leverage support and funding from the provincial and federal governments to implement the Housing Plan.
- Continue to provide and plan long-term for efficient and well-connected community services to support community.
- Preserve and enhance sensitive natural environments and archaeological areas, especially along the reserve's foreshore on Saanich Inlet and Hagan Creek.
- Housing Renovations.
- The Social Housing Department and Health Department will work with the Housing Department will work cooperatively to meet the needs of the members.



3. GUIDING PRINCIPLES

The following principles have informed the development of this Policy and shall guide its administration and implementation:

1. **Fairness and Consistency** – that the Policy be applied fairly and equally to all Tsartlip First Nation members and consistent in its enforcement.
2. **Transparency, Clarity, and Availability** – that the delivery and administration of housing at Tsartlip First Nation be done in an open and transparent manner. That the Policy be clearly written, easily understood, and readily available for all parties to read.
3. **Amendable** – that the Policy be reviewed and amended through the Amendment Process as necessary and at a minimum of every two (2) years to continue to meet the evolving and expanding needs of the Nation.
4. **Responsibility** – that the Policy be backed and ratified by all parties involved to implement, administer, enforce, and abide by the Policy.
5. **Best Practices** – that the Policy be in line with best practices; that the Tsartlip First Nation Housing Tenancy Program be a model for other First Nations.
6. **Open for Appeal** – that the Policy be open for appeal through the Appeals Process.
7. **Accessibility** – that the Tsartlip First Nation Housing Program be accessible to Members with a range of income levels.
8. **Sustainability** – that the Tsartlip First Nation Housing Program be financially viable so that it can be sustained and evolve over the long term.



4. DEFINITIONS

In this Policy, the following terms have the respective meanings set out below:

ABANDON

To be absent from a unit for over 30 days without paying rent.

ADULT

Any individual age 19 or over.

APPELLANT

An individual that has submitted an appeal.

APPLICANT

A person applying for housing.

ARREARS

Money owed to Tsartlip First Nation.

ARREARS REPAYMENT AGREEMENT

An agreement between a tenant and Tsartlip First Nation regarding the repayment of arrears.

TSARTLIP FIRST NATION HOUSING

Housing owned by Tsartlip First Nation.

TSARTLIP FIRST NATION RENTAL HOUSING

Housing owned by Tsartlip First Nation where Tsartlip First Nation charges a tenant monthly rent for a defined period.

CONFLICT OF INTEREST

A conflict between the private interests and the official responsibilities of a person in a position of trust.

DEPENDENT

An individual under the age of 19.

ELDER

A Tsartlip First Nation Member 65 years of age or older.

EVICTION

The removal of a tenant from a rental property by Tsartlip First Nation (See Termination of Tenancy).

GOOD FINANCIAL STANDING

When a Member does not owe money to Tsartlip First Nation or, if owes, has

demonstrated a good faith effort to repay their debt.

GUEST

A person visiting a Tsartlip First Nation household for less than two weeks in duration.

HOMEOWNER

An individual that privately-owns a housing unit on Tsartlip First Nation Reserve.

ILLEGAL ACTIVITY

An act committed in violation of applicable laws.

MEMBER

An individual who is listed in the current Tsartlip First Nation membership list.

NON-MEMBER

An individual who is not listed in the Tsartlip membership list.

NOTICE TO VACATE

A notice served by Tsartlip First Nation to a tenant requiring the tenant to leave a unit within a defined period, typically because of termination of tenancy (i.e., eviction).

OCCUPANCY

The period where one is living in a unit.

OCCUPANT

An approved adult (i.e., confirmed in Tsartlip Housing Rental Lease Agreement) living in a unit for over 50% of the time; an approved dependent living in a unit for over 40% of the time.

OVER-OCCUPANCY

A situation whereby the number of occupants in a unit exceeds occupancy Standards.

OVER-HOUSING

A situation whereby the size of a unit is larger than is necessary to reasonably meet the



needs of its occupants (i.e., a single person in a three-bedroom unit).

POLICY

Tsartlip First Nation Housing Rental Policy.

POSSESSION REMOVAL PERIOD

The period for when an individual may remove their belongings from a unit after having received a notice to vacate.

PREMISES

The property or common areas associated with a unit.

REGISTERED OCCUPANT

An occupant listed on the Tsartlip Housing Rental Lease Agreement.

RENTAL

A housing unit owned by Tsartlip First Nation where Tsartlip First Nation charges a tenant monthly rent for a defined period.

RESERVE

Land that has been set apart by the Canadian Government for the use and benefit of Tsartlip First Nation, and which is governed by any laws or policies enacted by Tsartlip First Nation.

RESIDENCY

To reside on Tsartlip First Nation Reserve land.

RESIDENT

An individual residing on Tsartlip First Nation Reserve.

TSARTLIP HOUSING RENTAL LEASE AGREEMENT

A signed agreement between Tsartlip First Nation and a tenant that establishes the terms and conditions of each party as it

relates to the use and occupancy of Tsartlip First Nation rental housing.

SERIOUS OFFENSE

Any violent or sexual offence, distribution of drugs, breaking and entering, or other criminal actions that are contrary to the health or safety of an individual or the community. Shall any criminal offenses occur within this guideline, it will be reviewed on a case-by-case situation. Cases against the vulnerable members will be taken seriously.

HOUSING UNIT

A home that has been funded, mortgaged, and paid off by Tsartlip First Nation.

TENANT

An individual who signs a Tsartlip Housing Rental Lease Agreement and is responsible for the unit and premises.

TENANCY

The period under which a tenant has an agreement with Tsartlip First Nation to occupy a unit.

TERMINATION OF TENANCY

When a tenancy is ended prematurely (i.e., prior to the end of the Tsartlip Housing Rental Lease Agreement).

UNIT

A measure of housing equal to the living quarters of one household; may refer to a house, apartment, or other dwelling.

VACATE

1. To be absent from a unit for over 30 days without paying rent.
2. To leave a unit (See Notice to Vacate)



5. PURPOSE, APPLICATION, AND AUTHORITY

The Tsartlip First Nation Housing Rental Policy is maintained to ensure fairness, accountability, and transparency to guide the administration of housing rental services on Tsartlip First Nation lands.

Purpose

1. To set out Tsartlip First Nation values as guidelines for everyday practice in delivering housing services to the community.
2. To outline all Tsartlip First Nation housing related roles, responsibilities, and lines of authority.
3. To organize the delivery of housing services to Tsartlip First Nation Members.

Application

1. The Tsartlip First Nation Housing Rental Policy applies to all rental housing units AND all Rent-to-Own units located on Tsartlip First Nation reserve lands.

Authority

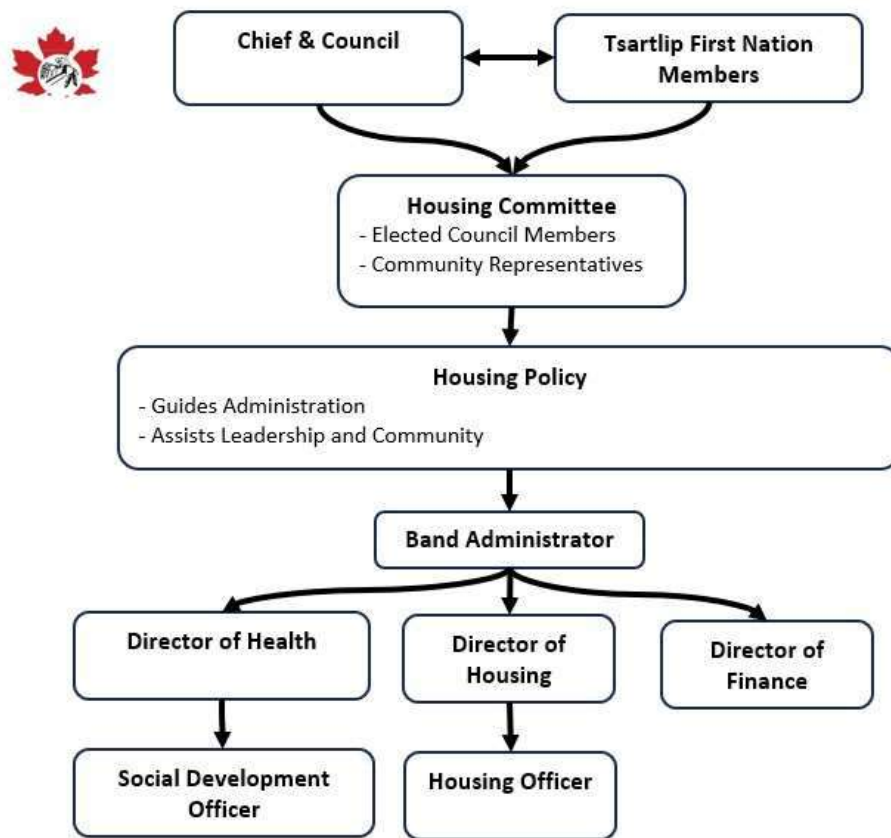
1. The Policy is administered under the authority of Tsartlip First Nation.
2. Any violation of the Policy will be subject to the penalties outlined in this document and any other applicable Tsartlip First Nation laws or policies.
3. In the event of a conflict between this policy and any Tsartlip First Nation bylaw or policy, the stricter one prevails. If any section, sub-section, sentence, clause, or phrase of this Policy is for any reason held to be invalid by a decision of Tsartlip First Nation, the decision shall not affect the validity of the remaining portions of the Policy.



6. ROLES AND RESPONSIBILITIES

Figure 1 demonstrates Tsartlip First Nation's organizational responsibilities as it relates to housing administration. Direction for action comes from the community which is then passed through to the Housing Committee, Administration, and Chief and Council. Accountability for implementing these actions comes from Staff and Housing Committee. Detailed roles and responsibilities of each party follows.

Figure 1: Tsartlip First Nation's Organizational Chart for Housing-Related Programs & Services



6.1. Tsartlip First Nation Chief and Council

Chief and Council are responsible for providing oversight to ensure that all Tsartlip First Nation housing tenancies are administered in accordance with the Policy and that the Policy is applied in a fair, consistent, and transparent manner. Duties include:

1. Adopting the policy.
2. Reviewing and approving amendments to the Policy.
3. Reviewing and approving all final version of agreements, leases, regulations, policies, strategic housing plans, annual budgets, and constitutions.
4. Reviewing and approving the sales or transfers of Tsartlip First Nation housing units.
5. Mediating conflict situations upon recommendation by the Housing Committee.



6. Making decisions regarding Termination of Lease upon recommendation by the Housing Committee.
7. Regularly meeting with the Housing Department to review the state of Tsartlip First Nation Housing.
8. Directing housing-related inquiries, requests, complaints, or issues to the Housing department.
9. Providing input, feedback, or guidance as requested by the Housing department.
10. All decisions made by Chief and Council require a Band Council Resolution.

6.2. Housing Committee

The Housing Committee is responsible for working with the Housing Department and Chief and Council in support of this policy and activities of Tsartlip First Nation's Housing Department.

Duties include:

1. Supporting the Housing Department in general administration, application, and enforcement of the Policy.
2. Reviewing Applicant, Tenant, Occupant, and Homeowner information (as required).
3. Meeting with Applicants, Tenants, Occupants, and Homeowners (as required).
4. Making recommendations to Tsartlip First Nation Chief and Council regarding Termination of Homeownership.
5. Making recommendations to Tsartlip First Nation Chief and Council regarding the sale or transfer of Tsartlip First Nation Housing units.
6. Making recommendations regarding all new housing units in conjunction with the Housing Department and Tsartlip First Nation Chief and Council.



6.3. Housing Department

The Housing Department is responsible for the day-to-day administration, management, application, and enforcement of Tsartlip First Nation Housing Rental Policy. Duties include:

Director of Housing

1. Administering directions of the Housing Committee and Chief and Council.
2. Regularly reporting to the Housing Committee on the state of the Housing Program.
3. Organizing, attending all Housing Committee meetings. A designated member of Council as Portfolio holder is responsible to lead and chair the meeting.
4. Making recommendations regarding all new housing and community planning on Tsartlip First Nation Reserve land in conjunction with the Housing Committee, to be reviewed and approved by Tsartlip First Nation Chief and Council.
5. Consulting with the Housing Committee regarding Appeals.
6. Overseeing the construction of new Tsartlip First Nation housing units.
7. Supervising the Housing department.

Housing Officer

1. Pre-screening Tenant applications and providing the Director with information to make decisions regarding unit Allocation.
2. Maintaining the Tsartlip Housing Wait List.
3. Pre-screening Homeowner applications and providing the Housing Committee with information to make decisions regarding sales of Tsartlip First Nation Housing units.
4. Review, rank and make recommendations to the Director regarding Renovation applications.
5. Make recommendations regarding Termination of Tenancy.
6. Consulting with relevant Tsartlip First Nation departments regarding Applicant, Occupant, Tenant, or Homeowner matters.
7. Preparing budgets, funding applications, agreements, informational materials, work orders, and other documents related to the administration and implementation of the Housing Program.
8. Monitoring and taking enforcement action against violations of the Policy; providing regular updates to, consulting with, or making recommendations to the Director of Housing regarding such matters; and keeping a record of all violations and penalties.
9. Recommend Amendments to the Policy.
10. Hiring outside contractors after consideration of the Purchasing Policy (if applicable for the scope of work) and contracting with an approved template of Tsartlip First Nation.
11. Regularly reviewing the Policy to ensure it meets the needs of Tsartlip First Nation.



12. Maintaining an active database of all housing units on Reserve.
13. Keeping a documented record of any information, activity, correspondence, or interaction regarding each housing unit.
14. Contacting, notifying, and meeting with Applicants, Tenants, Occupants, and Homeowners.
15. Reviewing Applicant, Tenant, Occupant, and Homeowner information.
16. Conducting financial, reference, or criminal record checks.
17. Processing all housing applications and maintaining the Housing Wait List.
18. Making recommendations regarding Tenant requests to temporarily vacate a rental unit.
19. Working with Tenants to develop an Arrears Repayment Plan or Annual Payment Plan.
20. Promoting healthy community homes by conducting homeowner education and working with homeowners to help with maintenance, repairs, and arranging finances (as eligible and applicable).
21. Promoting Homeowner independence through an increase in the Homeowner's involvement in their home maintenance, financing, and renovations.
22. Dispersing information to Tsartlip First Nation community regarding Tsartlip First Nation Housing.
23. Supporting safe building practices and adherence to National Building Codes, WorkSafeBC Standards, BC Plumbing and Electrical codes, and be certified by a Registered Inspector upon completion.
24. Promoting best building practices and materials by hiring only Red Seal certified construction contractor and sub-contractors and using top grade materials.
25. Notifying Tenants of Arrears status.
26. Notifying Homeowners of funds that may be available for maintenance.
27. Working with the Finance Department to administer maintenance funds available to Homeowners.
28. Working with Tenants and Homeowners to develop an Arrears Repayment Plan or Annual Payment Plan.
29. Debiting maintenance fee funds at the Homeowner's request to pay for maintenance provided by Tsartlip First Nation.



6.4. Finance Department

The Finance Department is responsible for the administration of all housing-related financial matters including:

1. Collecting and processing rent, maintenance fees, or other payments.
2. Providing monthly invoices to Tenants and Homeowners to keep them updated on their financial status with Tsartlip First Nation.
3. Maintaining an active, up-to-date record of all Tenant and Homeowner charges and payments (in collaboration with the Housing department).
4. Depositing all payments in individual accounts associated with each unit.
5. Providing monthly reports to the Housing Department regarding the payment and arrears status of Tenants.
6. Providing monthly reports to the Housing Department regarding the unit's reserve fund payments and balances for Homeowner units.
7. Providing information about payment options to Applicants, Tenants, and Homeowners and helping establish direct payment options upon request.
8. Providing Applicant, Tenant, Occupant, or Homeowner financial information as requested by the Housing Department or Housing Committee in accordance with the terms of this Policy or other relevant laws and Policies of Tsartlip First Nation.
9. Providing financial planning or guidance upon request.

6.5. Band Administrator

1. Provide direction to the Housing Department as directed from the Chief and Council.
2. Ensure that job descriptions are developed, implemented, and updated on a regular basis in conjunction with the Housing department.

6.6. Social Development Officer

1. Provide recommendations to the Housing Department on priority housing applicants. Include comment for letters of support. Work with the Family Support Worker in this task.
2. Route rental payments from social assistance recipients to the Housing Department and/or Finance Department and provide additional reporting details when necessary. (Incl. shelter)
3. Communicate with the Housing Department in cases where members are not eligible for Social Development funding.

6.7. On-Reserve Tenants

Living on Tsartlip First Nation Lands is a privilege that comes with responsibilities to ensure a successful and lasting Tenancy and the success of the overall Tsartlip First Nation Housing Program. All Tenants are responsible for the following:

1. Reading and understanding all applicable housing policies.



2. Adhering to rental or lease agreement rights and obligations.
3. Making timely payment of all rental payments, housing invoices or other expenses as applicable for their homes including utilities and Internet.
4. Respecting and caring for the rental unit.
5. Maintaining the unit and premises in a reasonable state of repair. This includes yard maintenance, garbage, and snow removal, and keeping common areas free from debris.
6. Acting in a manner that does not jeopardize health or safety of other persons.
7. Contacting the Housing Department regarding any housing-related matters (i.e., information, complaints, and requests).
8. Occupying the unit according to this Policy and Tsartlip Housing Rental Lease Agreement in Appendix D.
9. Providing written or verbal notification to the Housing Department when required by the Policy.
10. Abiding by this Policy.
11. Comply with the Housing Department's request for an inspection with required notice.



7. POLICY TERMS | TSARTLIP FIRST NATION-OWNED RENTALS

This section applies to all housing owned by Tsartlip First Nation. Unless otherwise stated, Tsartlip First Nation Housing is the same as Tsartlip First Nation-Owned Rentals (See Definitions).

7.1. APPLICANT ELIGIBILITY

Applicant Eligibility		No:	7.1
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
Issue to:	Tenants	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY

To be eligible for Housing/Rental Units, an applicant shall meet the following criteria:

1. Shall be a registered member of the Tsartlip First Nation.
2. Shall be 19 years of age or older.
3. Shall complete the most recent Tsartlip Housing Rental Application form.
4. Applicants shall provide verification of household income including the following:
 - letter from current employer/pay stubs,
 - benefits statements,
 - and a Canada Revenue Agency notice of assessment
5. Applicants shall complete an affordability analysis in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charges (refer to Appendix A).
6. Applicants shall provide payment of the first month's rent and payment of a damage deposit equal to one half of one month's rental payment at the time the lease agreement is signed. Income Assistance will not pay damage deposits on behalf of their clients.
7. Applicants with rental arrears and/or outstanding accounts (money owing) to Tsartlip First Nation shall not be considered for housing assistance until either
 - a) the outstanding accounts have been paid off,
 - b) or until the applicant has entered into a repayment agreement with the Nation and has paid the agreed upon monthly instalments on the due date of the installments as set out in the repayment agreement for a minimum of six consecutive months.



8. Applicants with a history of poor tenancy (cited for lease agreement violations where notice to correct or vacate was issued) shall not be considered eligible for housing assistance except where either:
 - a) The applicant has documentation from their most recent landlord that confirms compliance with a lease agreement for a consistent 2-year period; or
 - b) Where a formal lease agreement is not in place, the applicant can supply a 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.
 - c) Tenants are not to be more than two months in arrears. If so, the tenants must be in contact with the Housing Officer to establish an agreeable payment plan.
9. Identify all occupants of the unit.



7.2. APPLICATION PROCESS & RENEWALS

Application Process and Renewals		No:	7.2
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
Issue to:	Tenants	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY

All eligible individuals may apply for Tsartlip First Nation Housing by the following process:

1. Obtain a Tsartlip Housing Rental Application form (Appendix A) for a unit rental (duplex, triplex, etc.) only or a Rent-to-Own (RTO) Application (for a detached house) from the Housing Department.
2. Fill out the Application and collect any required supporting documentation.
3. Meet with the Housing Department to review the Application, any required supporting information, and confirm:
 - a) Eligibility
 - b) Occupancy Required (see National Occupancy Guidelines)
 - c) Affordability
 - d) Understanding of the Policy / Tenant responsibilities.
 - e) Application process
4. Sign and submit the completed Application to the Housing department.
5. NB: All APPLICANT INFORMATION IS STRICTLY CONFIDENTIAL.

PROCEDURES

Application Process

6. Completed applications shall be submitted via email, mail, or in person to the Housing Department at the reception desk and dated immediately.
7. The applications shall be passed to the Housing Officer.
8. The Housing Department shall review the application to:
 - a) Confirm the application is complete and includes all of the required information;
 - b) Confirm eligibility in accordance with the housing policy;
 - c) Confirm the unit type (number of bedrooms) the applicant is entitled to apply for per the occupancy guidelines of this policy and note this on the top of the application;



- d) Email notification to the applicant to confirm or comment on eligibility; and placement on the Wait List.
9. The Housing Department will hold incomplete applications and shall contact the applicant to confirm the information required to complete the application. Any incomplete applications held by the Housing Department shall be considered inactive until such time as the applicant provides the missing information.

Application Update

10. The Housing Department shall keep applications on file for 2 years from the date of receipt.
11. It is the responsibility of the Applicant to ensure that their Application information remains up to date; the Applicant must immediately notify the Housing Department in writing if any changes occur.
12. After each new application or re-application is submitted, the Housing Department shall review the application to confirm the application is complete and meets the eligibility requirements as detailed in this housing policy and shall calculate a new Application Priority/Suitability Rating System form.
13. An application can be renewed or updated by phoning the Housing Department or arranging for an in-person interview with the Housing Department or submitting a new application before the end of the two-year period.
14. An application not updated every two years shall be considered inactive and shall be removed from the Housing Department waiting list file.

APPENDIX ITEMS

Appendix A: Tsartlip Housing Rental Application form



7.3. National Occupancy Guidelines

National Occupancy Guidelines		No:	7.3
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

Based on the information provided in the rental application form and confirmed during the interview, the following guidelines shall determine the unit type (number of bedrooms) for which an applicant is eligible.

These guidelines are from the National Occupancy Standard’s definition of suitable housing which means housing that has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements.

PROCEDURE

Enough bedrooms based on NOS requirements means one bedroom for:

- Each cohabiting adult couple;
- Unattached household member 18 years of age and over;
- Same-sex pair of children under age 18; and
- Additional boy or girl in the family (unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom).



7.4. Housing Rental Waitlist

Housing Rental Waitlist		No:	7.4
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

1. All Applications accepted by the Housing Department will be placed on the Wait List until either they are contacted by the Housing Department for a vacant unit, or their application expires. Applicants placed on the Wait List does not guarantee housing for the Applicant as eligibility requirements outlined in Section 7.1 must be met, and higher priority applications will be allocated units first.
2. The order of the names on the housing list will not indicate the order of housing allocation. The Housing Department may organize names alphabetically.

PROCEDURES

3. The Wait List will include (but is not limited to) the following information:
 - a) Name and contact information of the Applicant.
 - b) Number of total Occupants.
 - c) Date of Application.
 - d) Number of bedrooms required.
 - e) Any relevant housing-related special needs.
4. The Wait List will be maintained on a continuous basis by the Housing Officer.
5. Waitlisted applications that are not updated in accordance with section 7.2 will be deemed inactive and removed from the Wait List.
6. All Candidates who were not selected for a unit shall remain on the Wait List (if applicable).



7.5. Housing Priority Selection Criteria

Housing Priority Selection Criteria		No:	7.5
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

1. Priority for Tsartlip Housing Rental Units shall be awarded to those applicants who score the highest priority rating based on the Tsartlip Housing Priority Selection Criteria (Appendix B).
2. If the priority rating and all other eligibility criteria are confirmed to be equal, applicants with the earliest application date shall be given priority.
3. For existing units, the household size in consideration of the size/number of bedrooms in the unit that is available shall also be used to determine priority.

APPENDIX ITEMS

Appendix B: Tsartlip Housing Priority Selection Criteria Worksheet



7.6. Housing Unit Allocation Process

Housing Unit Allocation Process		No:	7.6
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

- When a housing unit becomes available, the Housing Officer will review the Wait List and the Priority Selection Criteria Worksheet results and recommend an eligible Tsartlip Housing application to the Director.

PROCEDURES

Tenant Selection

- Candidates will be selected based on the following criteria:
 - The eligibility requirements as listed in Section 7.1 Eligibility.
 - Review and verification of the application's Tsartlip Housing Priority Selection Criteria Worksheet.
- The size and number of bedrooms of the available unit. Only the Applicants on the Wait List that best match the available unit will be selected as Candidates by the Housing department.

Tenant Notification / Document Signing

- If application is approved, the Housing Department shall contact the successful applicant within 5 working days of selection for the unit and confirm the Eligibility and Priority information.
- If the Candidate no longer meets the above criteria, the Housing Department will:
 - Return them to the Wait List.
 - Remove them from the Wait List. Removal from the Wait List does not exclude them from applying in the future.
- Applicant(s) shall have 5 working days to confirm acceptance of the unit 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 returned to the waiting list.
- The Housing Department shall maintain the applicant file in a secure location with access only by authorized representatives of the Housing department.



8. Any applicant whose application is refused under this section may appeal to the Director of Housing as detailed in this policy.

Declining a unit or voluntary deferral of application

9. An applicant may defer acceptance of a housing unit for valid reasons. The applicant must advise the Housing Department if they wish to be considered for another unit in the same fiscal year. If not, the applicant must renew their application in the next year.



7.7. RENTAL / LEASE PROCEDURE & DOCUMENTS

Lease Procedures & Required Documents		No:	7.7
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

1. Candidates selected to be a Tenant will be asked to schedule a meeting with the Housing Department to:
 - a) Review and sign a Tsartlip Housing Rental / Lease Agreement (Appendix D).
 - b) Complete a pre-move-in inspection / checklist of the unit.
 - c) Complete or arrange to complete home maintenance training prior to move-in or within a specified period time as may be instructed by the Housing department.
 - d) Provide a Damage deposit.
 - e) Provide a Pet deposit if necessary.
 - f) Complete / review any additional forms / information as required by the Housing department.
2. The lease agreement has been developed to protect the unit, the Tenant, and the capital investments of the Nation.
3. The lease agreement is administered by the Housing Officer in accordance with the terms outlined in the lease agreement, this housing policy and the applicable Tsartlip First Nation laws and regulations. The lease confirms the Tenant's obligations and the obligations of the Tsartlip First Nation.
4. After the application has been approved, and prior to occupancy, the Housing Department shall complete an in-person meeting with the tenant to explain all aspects of the Housing program and the lease agreement. The Housing Department shall review the responsibilities of the Nation, all rules imposed on the tenant, charges payable by the tenant and consequences for breach of the lease agreement and/or the housing policy. A record of this meeting shall be made and retained on the tenant file.
5. The lease agreement shall be signed by the Housing Department and the tenant prior to the tenant taking occupancy of the unit.
6. As a condition of signing the lease agreement, the applicant shall provide to the Housing Department payment of the first month's rent and payment of a security deposit equal to one half of one month's rent payment.



PROCEDURES

7. On execution of the lease, the Housing Department shall provide to the tenant:
 - a) A copy of the lease agreement;
 - b) A copy of the policy, if requested.
 - c) Receipts for submitted payments
8. Any changes in the lease agreement or housing policy shall be delivered via email or regular mail by the Nation to the tenant within 30 days of the changes coming into effect.



7.8. Damage Deposit

POLICY AND PROCEDURES

1. The Nation shall hold the damage deposit as security against possible debt or damage that may be caused during the tenancy a damage deposit equal to one half the rental rates upon possession of the unit.
2. The damage deposit is to be paid by the tenant to the Housing Department when the lease agreement is signed.
3. The damage deposit shall be held in an interest-bearing account. On termination of the lease agreement the balance of the security deposit plus any interest at a rate set by the Nation less any costs incurred by the Housing Department related to loss of rental income, repairs or tenant damage, shall be reimbursed to the tenant by cheque within 30 days of termination of the lease agreement. Damages and other costs over and above the damage deposit shall be recovered through legal processes.

7.9. Pet Policy

POLICY AND PROCEDURES

1. The tenant, guests and occupants must abide by the Tsartlip Housing Rental Pet Policy (Appendix C).



7.10. UNIT OCCUPANCY: MOVE-IN & MOVE-OUT

Unit Move-in & Move-out		No:	7.10
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
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POLICY

1. Inspections and Inspection reports are required on both occasions (move-in & move-out). Tenants are responsible for damages during both processes.

PROCEDURE

2. Tour Unit
3. Signs Lease & Pays Deposits,
4. Perform Move In Inspection with Housing, Notes Cleanliness and Damages, and Changes required,
5. Receives keys

Move In

6. At the time of move-in, the Tenant shall be responsible for:
 - a) Making all move-in arrangements.
 - b) Paying all move-in costs.
 - c) Protecting the unit or premises from damage during move-in.
 - d) Completing or arranging to complete/attend a home maintenance training workshop, when available.
7. Any damage caused by the Tenant or their agents during move-in shall be the responsibility of the Tenant.
8. The Tenant must immediately notify the Housing Department of any damage.

Move Out

9. Provides Month's Notice to Housing
10. Vacates & cleans unit to Best Ability
11. Perform Move-Out Inspection with Housing, notes cleanliness and Damages, notes Yard
12. Returns Keys

Housing Department's Duties:



13. Cleans unit
14. Makes repairs
15. Changes locks
16. Ensures utilities are in Band's name
17. Re-lists unit



7.11. Changes in Unit Occupancy

Changes in Unit Occupancy		No:	7.11
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POLICY

1. The Tenant must ensure that all Occupants living in the unit are the same as those listed on the Tsartlip Housing Rental Lease Agreement. Only those occupants listed in the lease agreement are authorized to occupy the Housing unit.
2. The Housing Department reserves the right to refuse additional occupants where such approval would result in an overcrowded housing situation per the occupancy guidelines noted above.
3. The Tenant will be subject to all policies and procedures as outlined in the Application, Allocation, and other relevant sections.

PROCEDURES

Changes in Occupancy

4. The Tenant will be subject to all policies and procedures as outlined in the Application, Allocation, and other relevant sections.
5. The Tenant must immediately notify the Housing Department upon any changes in Occupancy; this includes any additional Occupants not listed on the Tsartlip Housing Rental Lease Agreement or any Occupants on the Agreement that have ceased to Occupy the unit.

Over-Occupancy/ Under-Housed

6. Households may experience unanticipated or unavoidable changes that increase its number of occupants (i.e., births, engagements, marriage, etc.). In some instances, these changes will place households over the Occupancy Standards.
7. If the tenant wishes to have additional occupants live in the unit, they shall make a written request to obtain consent to do so from the Housing department. The request shall provide detail on the additional person(s) including age and gender.
8. Failure to notify the Housing Department will result in a warning letter to the tenant giving a date of eviction of any additional Occupants and the Tenant will be subject to applicable penalties. A second occurrence will result in the eviction of the Tenant.



9. It is at the sole discretion of the Housing Department to determine whether an additional Occupant will remain in a unit. Reasons for disqualification will include (but are not limited to):
 - a) Exceeding Occupancy Standards.
 - b) Disqualification of the proposed Occupant based on past criminal or Tsartlip First Nation law / policy violations.
10. In instances where the Housing Department approves the additional occupant, the Tenant must meet with the Housing Department and amend the Tsartlip Housing Rental Lease Agreement to include the additional Occupant to the lease.
 - a. The additional Occupant will be subject to any background or other checks as required of other Occupants. Only after completing these actions will the individual be considered approved to occupy the premises.
 - b. All decisions by the Housing Department will be submitted to the Tenant in writing
11. In instances where the Housing Department does not approve the additional Occupant, the Occupant must vacate the property immediately, or within a period as defined by the Housing Department or incur penalty on the Tenant.
 - a. Alternative accommodation must be arranged by the Tenant, in the meantime, for any individuals denied Occupancy. If the individual is accommodated in other Tsartlip First Nation Housing, the same requirements as outlined in this Section apply.
 - b. In instances where the Housing Department denies a change in Occupancy due to exceeding Occupancy Standards, the Tenant may submit a new Housing Application (i.e., apply for a larger home).
12. All decisions by the Housing Department will be submitted to the Tenant in writing.

Under-Occupancy/ Over-Housed

13. Households may experience unanticipated or unavoidable changes that decrease its number of members (i.e., deaths, relationship breakups, marriage breakdowns, etc.).
14. In some instances, this will reduce the number of household members below Occupancy Standards.
15. It is a goal of Tsartlip First Nation to ensure its housing resources are used effectively and efficiently.
16. Should such a change occur, the Housing Department may request that the Tenant submit a new Application for Housing reflecting these new Occupancy needs (i.e., apply for a smaller home).
17. In addition, the Housing Department will take one of the following actions:



- a. Allow the Tenant to remain in the unit until new housing is allocated.
 - b. Make a recommendation to the Housing Committee that the Tenant vacate the unit (i.e., that Tenancy be Terminated) and find alternative living arrangements until more suitable housing is located.
18. In such instances, the Housing Department will provide at least three (3) month's notice (if the recommendation is approved by the Committee).
19. The Tenant will be placed on the Wait List, unless otherwise instructed (if the recommendation is approved by the Committee).
20. All decisions will be submitted to the Tenant in writing.

Temporary Vacated Units

21. Tsartlip First Nation housing is a limited resource and shall be fully utilized. All Tenants must occupy their homes on a regular basis.
22. A Tenant will not vacate a home for more than (30) continuous days without providing advanced notice and obtaining the written approval of the Housing department.
- a) A home is considered vacated based on the absence of the Tenant, even if other non-lease occupants remain in the unit.
23. The Tenant will notify the Housing Department at least (30) days before the Tenants absence:
- a) In-person, by scheduling a meeting with a member of the Housing department; or
 - b) By written letter, mailed / submitted to Tsartlip First Nation Housing Department reception.
 - c) Exceptions will be made regarding the (30) day notification period in the event of emergency situations and will be evaluated at the discretion of the Housing department.
24. The Tenant must provide:
- a) The reason for the extended absence.
 - b) Confirmation that the absence is temporary.
 - c) Confirmation that they have made arrangements to ensure rent payment(s).
 - d) The name, age, and contact information of the Primary Contact during the Tenant's absence. The Primary Contact must be a Registered Occupant aged 19 or over.
25. The Housing Department will review the request. It is at the full discretion of the Housing Department to confirm or deny a request to temporarily vacate a unit or make adjustments to the terms proposed by the Tenant.
- a) The Housing Department will notify the Tenant of their decision and any relevant terms.



- b) If denied, the Tenant will not vacate the unit (or must return to the unit immediately).
26. If the absence is not likely to be temporary and there are Occupants that would like to remain in the unit, the Housing Department will request that Transfer of Tenancy procedures be initiated based on approved eligibility requirements.
27. If a Tenant vacates a home for more than (30) days without paying rent, the Tenant shall be in violation of the Policy.
- a) In such instances, the Housing Department will provide written notice to the Tenant advising that if they vacate the unit for another (30) days without paying rent, it shall be declared abandoned, and Tsartlip First Nation may take possession without notice.
 - b) The Housing Department will provide the deadline date in the letter.
28. After sending notice, the Housing Department will make a reasonable effort to get in touch with the Tenant via the remaining Occupants (if applicable) or the Tenant's next of kin.
29. If the Tenant cannot be reached or has indicated that they will not be returning, and there are Occupants that would like to remain in the unit, Transfer of Tenancy procedures will be initiated.
- a) In the event that the current Occupants are allowed to remain in the unit, a temporary Tsartlip Housing Rental Lease Agreement will need to be signed.
 - b) Tsartlip Housing Rental Lease Agreement will need to be signed.

Transfer of Tenancy

30. No Tenant will transfer their Tenancy to another individual without the authorization of the Housing Department.
31. Transferring Tenancy is not a means to bypass the allocation process and should only be requested for reasons of extraordinary circumstances (e.g., unforeseen circumstances related to the Tenant that fundamentally impact the other Occupants' ability to remain on the premises). This includes relationship breakdowns and survivorship situations (Section 7.12 Relationship Breakdown / Survivorship).
32. Any Tenant wishing to transfer their Tenancy must submit a written request to the Housing Department explaining the reason for the request. If this cannot be completed by the Tenant (e.g., due to extraordinary circumstances, such as the death of the Tenant), the individual wishing to assume Tenant responsibilities may submit the request.
33. Once a request has been submitted, the Housing Department will review the request and make a decision based on their review of the request. The Housing Department is under no obligation to consider or approve a request.
34. When making its decision, the Housing Department will consider the following factors:



- a. If the proposed replacement Tenant is Eligible as per the relevant section.
 - b. A Non-Member will be considered Eligible if they meet the conditions of Section 7.12 Relationship Breakdown / Survivorship
 - c. If the proposed replacement Tenant, in the opinion of the Housing Department, is a suitable replacement and can meet the obligations of Tenancy.
 - d. If circumstances warrant a Transfer of Tenancy.
35. The Housing Department may request a meeting with the Tenant / relevant parties.
36. The Housing Department will notify the existing Tenant and proposed replacement Tenant of their decision in writing.
37. If the Housing Department approves the request, the replacement Tenant must sign a new Residential Tenancy Agreement. Until this occurs, Tenancy has not been transferred.



7.12. Relationship Breakdown / Death of a Tenant

Relationship Breakdown / Survivorship		No:	7.12
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POLICY AND PROCEDURES

Relationship Breakdown

In instances of relationship breakdown (i.e., breakdown of a marriage or common law relationship), the following policies and procedures apply:

1. In the case of marital breakdown where there are no children of the relationship, both parties are Members and the Lease Agreement is in both names, Tsartlip First Nation will ask the Tenants to work out an arrangement where one of the Tenants retains the right to possession of the Rental Unit.
2. If the Tenants are unable to work out an arrangement within thirty (30) days, both parties will submit a Housing Application to the Housing Department and the Housing Department will score the applications using the Application Scoring Guide. The highest score will retain possession of the Rental Unit and the right to occupy it. Upon the Housing Department allocating the Rental Unit, the new Tenant must enter into and sign a Lease Agreement with the Housing Department.
3. In the case of marital breakdown where there are no children of the relationship, both parties are Members but the Rental Agreement is in only one Member's name, the Lease Agreement will remain in that Member's name and he/she will retain possession of the Lease Unit and the right to occupy it.
4. In the case of marital breakdown where there are no children of the relationship and one of the parties is a Non-member, the Lease Agreement will remain in the name of the Member.
5. In the case of marital breakdown where there are children of the relationship, the following rules will apply:
 - a) If both parents are Members, the parent who has primary care of the child (or children) will retain possession of the Lease Unit and will have the right to occupy it. If the parent with primary care of the child (or children) is not named as a Tenant on the original Lease Agreement, then he/she will be required to enter into a new Lease Agreement.



- b) If the parent with primary care of the child (or children) and the child (or children) are all Non-members, the parent will be offered a new tenancy agreement allowing them to reside in the rental unit for up to six (6) months. At the conclusion of six (6) months the parent will have the option to sign a new lease if they are eligible under this housing policy. If they are not eligible tenants, they will have to vacate the unit at the conclusion of the 6 month lease.
- c) If the child (or children) is a Member and the parent with primary care of the child (or children) is a Non-member, the Non-member parent with primary care of the child (or children) will retain possession of the Rental Unit and will have the right to occupy the Rental Unit so long as the Member child (or children) lives there and the Non-member parent retains primary care of the child (or children). The Non-member parent will be required to enter into a Lease Agreement. Once the Member child has reached the age of majority (eighteen (18) years of age), the Member child may enter into a Lease Agreement and the Non-member Spouse/parent/guardian may continue to occupy the home as an authorized occupant in accordance with this Policy.

Death of the Tenant (Survivorship)

- 6. In the event of a Tenant's death and there are still Tenants listed on the lease, the lease is considered valid unless the remaining Tenant(s) wishes to terminate the lease.
- 7. In the event of a Tenant's death, the Housing Committee, may reassign the deceased Tenant's Lease Agreement. Applicant Members already living in the Lease Unit will be given priority in the following order:
 - 1) Spouse of the deceased Tenant;
 - 2) adult children of the deceased Tenant that are eighteen (18) years of age or older; and
 - 3) legal guardian(s) of any minor children of the deceased Tenant.
- 8. In order for a person listed above to begin to occupy or to continue to occupy the Lease Unit, a new Lease Agreement must be entered into and signed by the new Tenant and the Housing Department. If none of the above listed persons requires the Rental Unit, the Rental Unit will be re-allocated in accordance with this Policy and the Waiting List.
- 9. In the event that the person who takes priority is a Spouse or legal guardian who is not a Member, but has a minor Member child, the Non-member Spouse or legal guardian may continue to occupy the Rental Unit with the Member child until the child is no longer a minor. Once the Member child has reached the age of majority (eighteen (18) years of age), the Member child may enter into a Lease Agreement and the Non-member Spouse/parent/guardian may continue to occupy the home as an authorized occupant in accordance with this Policy.



10. For single Tenants, Tenants with no eligible next of kin, and/or Tenants who live alone, the Housing Department will wait two (2) weeks to consult with family members. After the two (2) week period, the family, friends or executor(ix) will be required to make the necessary arrangements for access to the Rental Unit and will remove all the personal belongings within another two (2) weeks. The Housing Department will then re-allocate the Rental Unit in accordance with this policy and the waiting list.



7.13. DUTIES OF LANDLORD: BAND RESPONSIBILITIES

Maintenance - Band Responsibilities		No:	7.13
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POLICY AND PROCEDURES

1. The Housing Department is responsible to maintain the unit and property in a good state of repair, to carry out preventative repairs and maintenance and to comply with health and safety standards.
2. The Housing Department is responsible for maintenance and repairs arising from normal wear and tear and those related to building structure, whether deemed to be major or minor, heating, electrical, water or a major deficiency not attributed to or caused willfully or negligently, by the tenant or their guests.
3. The Housing Department is responsible for maintenance and repairs to major appliances provided in the lease agreement, except where outlined in the agreement (fridge, stove, washer, dryer, hot water tank, water pump, furnace, etc.).
4. All maintenance/repair work shall be inspected by the Housing Department or by the agency having jurisdiction.
5. The Housing Department shall keep a record of all maintenance and repairs carried out on a unit including, reason for the repairs, and the date of the repair work, repair items and costs.
6. Except for repairs of an emergency nature or to respond to health and safety issues, or repairs required to address tenant health (as supported by a letter from a certified health professional) repairs shall be made only for a tenant whose account is not in arrears.

Maintenance and Repairs

7. All repair requests are subject to budget availability.
8. A tenant with a request for maintenance and/or repairs shall contact the Housing Department either by phone or in writing to confirm the nature of the maintenance/repair work.
9. The Housing Department may request an inspection to confirm:
 - a) The eligibility of the maintenance/repairs;
 - b) The materials required;



- c) Whether the repairs are within the capabilities of the Housing Department or if the repairs are to be contracted out to qualified service providers (i.e., electrical, mechanical and plumbing systems).
10. The Housing Department shall review all inspections and prioritize all requests as follows:
 - a) Non-emergency repairs or maintenance related to health and safety (including damaged windows, doors, damaged flooring, and stairs) are considered priority repairs;
 - b) Where repair requests include emergency and non-emergency repairs, non-emergency items shall be considered separately with other requests for non-emergency repairs;
 - c) All other repair requests, including requests for improvements, shall be dealt with in the order in which they are received.
11. Where the maintenance/repair work is to be carried out by the Housing department, a work order shall be prepared, and the maintenance/repairs shall be completed in the order of the date in which the work order was approved.
12. The costs of repairs that are determined to be a result of willful damage or neglect on the part of the tenant shall be charged to the tenant's account (refer to the tenant damage section of this policy).

Maintenance and Repairs Completed by External Contractors

13. Maintenance and repairs determined to be outside the scope of the Housing Department and those that require specialized expertise shall be completed by a qualified contractor.
14. Warranties, inspections and other documentation shall be kept on the unit file for a minimum of 5 years after the work is completed.

Tsartlip First Nation Responsibilities

15. Tsartlip First Nation is responsible for ensuring that its housing units and premises remain in a safe, healthy, and habitable physical condition.
16. Tsartlip First Nation may provide the Tenant with basic home maintenance training.
17. Tsartlip First Nation must provide the Tenant with reasonable notice of a minimum of 24-hours prior to completing any inspections, repairs, replacements, or maintenance.
18. Tsartlip First Nation is responsible for completing all Major and Health and Safety repairs and replacements from day-to-day wear (i.e., not abuse), which include (but are not limited to):
 - a) Repairing or replacing electrical wiring or switches.
 - b) Repairing or replacing broken or non-functioning smoke detectors.
 - c) Repairing or replacing leaking or broken pipes.
 - d) Repairing or replacing major bathroom fixtures or components (i.e., sinks, toilets, bathtubs, shower stalls, mirrors, and fans) not included in Tenant responsibilities.



- e) This includes fixing major blockages that the Tenant is unable to resolve as part of Tenant responsibilities.
- f) Repairing or replacing major internal, household fixtures (i.e., doors, windows, stairs, paint, railings, and flooring) where the damage is through ordinary wear-and-tear and not caused by misuse by the Tenant/occupants/guests/pets.
- g) Repairing or replacing major, external household fixtures (i.e., steps, pathways, paint, railings, ramps, chimney, the driveway, and gutters).
- h) Structural-type repairs or replacements (i.e., ceilings, walls, roof, foundation) that Includes cracks, water damage, holes, and leaks.
- i) Repairing or replacing furnaces, base boards, central air conditioners, ceiling fans, insulation, hot water heaters, propane delivery systems, and fireplaces.
- j) Any repairs or maintenance of major appliances owned by Tsartlip First Nation (i.e., those that come with the unit).
- k) Cleaning the chimneys as necessary
- l) Completing annual / routine maintenance and inspections in accordance with any Tsartlip First Nation maintenance strategies.



7.14. DUTIES OF TENANT - Maintenance and Notification to Housing

Maintenance – Tenant Responsibilities		No:	7.14
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POLICY AND PROCEDURES

Maintaining the unit and premises is a shared responsibility between Tsartlip First Nation and Tenants.

Duty to Maintain Unit

1. Tenants must always maintain their unit and premises in a reasonable condition.
2. Tenants are responsible for completing general household maintenance and Minor repairs and replacements, which include (but are not limited to):
 - a) House cleaning.
 - b) Vacuuming.
 - c) Window cleaning.
 - d) General sink, toilet, shower maintenance (i.e., keeping clean, unblocked and in good working order).
 - e) Cleaning appliances (including removing the lint from the dryer after each use).
 - f) Cleaning/changing furnace or other air filters.
 - g) Cleaning out the dryer duct in the Spring and Fall.
 - h) Monitoring and wiping up moisture.
 - i) Ensuring the gutter leads are directed away from the foundation.
 - j) Keeping the yard or common areas free from garbage or debris.
 - k) Keeping items away from the sides of the building (as it harbors insects, pests).
 - l) General yard maintenance, cutting, and weeding.
 - m) Removal of broken-down vehicles and/or recreational vehicles.
 - n) Snow removal.
 - o) Ensuring smoke detectors are in good working order.
 - p) Replacing light bulbs.
 - q) Repairing minor fixtures (i.e., broken doorknobs, light switch plates).
 - r) Minor bathroom replacements (i.e., shower curtains, toilet seats & covers).
 - s) Minor repairs to walls (i.e., scratches / marks, chipped paint), drywall, doors, and windows.



- t) Checking and replacing batteries in the smoke alarm (if applicable and not wired in).
3. Tenants are responsible for paying all costs associated with general household maintenance and Minor repairs and replacements, and for all damage caused to the units.
4. Tenants are responsible for paying all costs associated with fixing any damages due to the actions of the Tenant, occupants, or guests. If the damage has not been repaired by the Tenant within 30 days, Tsartlip First Nation will repair the damage at the cost to the Tenant.
 - a) This is in addition to any other policies and procedures regarding Tenant damage or neglect in this Section.
 - b) Tenants must immediately notify the Housing Department. If there are any Health and Safety or Major repairs, replacements, or maintenance required. This includes notifying the Housing Department of any water leaks.
5. Tenants will not complete any Major or Health and Safety repairs, replacements, or maintenance without the written approval of the Housing department.

Duty to Notify the Housing department

6. Tenants must immediately notify the Housing Department if there are any major maintenance or repairs that need to be performed., or any issue that poses a health or safety threat to any unit Occupants or neighboring residents, such as:
 - a) Electrical or fire hazards (i.e., exposed wiring, smoking appliances).
 - b) Disconnected hydro.
 - c) Rodent, major insect and/or bed bug infestations.
 - d) Gas leaks.
 - e) Broken heating systems during winter.
 - f) Mould.
 - g) Sanitary sewer discharge.
 - h) Collapsing structural components (i.e., roof, foundation, walls)
7. Upon receiving notification from the Tenant of a repair need, the Housing Department will arrange an inspection to occur within 24 hours if the health and safety of the Tenants is jeopardized, or 48 hours if it is a Major repair where another time is agreed upon with the Tenant. The inspection will be undertaken by the Tsartlip First Nation Housing department:
 - a) Tsartlip First Nation will assess the:
 - i. Severity or extent of the issue.
 - ii. Cause of the issue.
 - iii. Any other relevant factors (i.e., repair history).
 - b) Tsartlip First Nation will document the issue by filling out a Condition Inspection Report in Appendix H and take photographs, as needed.
 - c) The Tenant will ensure the Housing Department is able to access the unit or premises to complete the inspection.
8. Based on the results of the inspection, the Housing Department will:



- a) Determine the party responsible for paying for the repair.
 - b) Arrange for the required maintenance work to be completed or place it on a Maintenance Wait List.
9. It will be necessary for the Housing Department to prioritize maintenance issues due to financial or capacity limitations, high demand, varying levels of urgency, or other factors; as required, these issues will be placed on a Wait List and addressed in order of priority.
- a) Health and Safety issues will receive top priority, followed by Major repairs and replacements.
 - b) For Major repairs and replacements, Tenants will be given priority, when possible, for those that:
 - i. Are in good financial standing with Tsartlip First Nation;
 - ii. Have waited longer than other Tenants for similar repairs; and
 - iii. Did not cause the issue due to damage or neglect.
10. If the repair is due to damage or neglect by the Tenant, the cost shall be borne by the Tenant.
- a) If the cost is to be borne by the Tenant, the Housing Department will provide a written cost estimate prior to beginning repair works.
11. If the repair is due to general wear and tear or faulty works, the cost shall be borne by Tsartlip First Nation.
12. The Housing Department will notify the Tenant in writing outlining the upcoming works and schedule. The Housing Department make all efforts to ensure that all work is completed within a reasonable period and with minimal disruption to the Tenant. The Tenant is responsible to provide entry to the contractor.
13. All maintenance work will be completed by a designated Agent (i.e., contractor, or members who are contracted by the Housing Department that meet the necessary qualifications).
14. Only the Housing Department or its designated Agents will order, purchase, or receive building materials.
15. The Housing Department or its designated Agents will ensure materials meet quality standards, are delivered to the site in good conditions, and are protected during the building process.

Voluntary Works by Tenant

16. Tsartlip First Nation supports Tenants who want to invest time, money, and effort to improve their units or properties.
17. As the owner of the unit and property, Tsartlip First Nation has sole discretion to approve, deny, or alter any terms and conditions of any voluntary works.



18. No Tenant will perform any voluntary works, including renovations or upgrades, without prior written approval of the Housing department.
19. Any Tenant wishing to upgrade or renovate their unit or property must submit written notice to the Housing Department outlining:
 - a) The works to be completed.
 - b) The estimated cost.
 - c) The proposed contractor, certified to complete the desired scope of work.
 - d) If the Tenant requests reimbursement / the level of reimbursement requested.
20. The Housing Department will review the request, the Tenant's terms, and any other relevant factors and either:
 - a) Approve the request.
 - b) Deny the request.
 - c) Propose alternative terms.
 - d) Request a meeting or call with the Tenant to discuss the terms prior to making a decision.
21. It is at the full discretion of the Housing Department to determine the appropriate course of action. The Housing Department is under no obligation to approve any requests.
22. In instances where the Housing Department and Tenant can reach an agreement, the Housing Department and Tenant will each sign any relevant Agreements or Contracts outlining the terms established.

APPENDIX ITEMS

Appendix H: Condition Inspection Report



7.15. Duties of Tenant - Required Inspections

Required Inspections		No:	7.15
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
Issue to:	Tenants	Page:	
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POLICY AND PROCEDURES

Inspection Reports

1. All inspection reports shall include:
 - a) The general condition of the property;
 - b) The date of the inspection;
 - c) Signature of the inspector and the tenant, where applicable.

Annual Unit Inspection

2. All occupied Housing units shall be inspected once a year. The units shall be inspected to record the condition of the unit both internally and externally. Reports shall be completed to reflect any deficiencies; a copy of the report shall be placed in the tenant's file. These inspections shall be used to determine the need for any preventative maintenance, repairs, as well as to determine any misuses or negligence on the part of the tenant.
3. The Housing Department shall send a notice to the tenant five (5) working days in advance of the planned annual inspection to confirm the date, time and purpose of the inspection. 24 hours before the inspection, the Housing Department shall phone the tenant to remind them of the planned inspection. If the tenant misses 2 consecutive scheduled inspections, the Housing Department representative shall enter the unit with or without the tenant on the 3rd attempt.

Move-In Inspection

4. The purpose of the move-in inspection is to confirm the condition of the unit before the tenant takes occupancy in order to confirm the physical condition of the unit at move-in and to be able to assess changes in the condition of the unit when the tenant vacates the unit.
5. A move-in inspection shall 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 offer the tenant 2 opportunities for the inspection.
6. The move-in inspection shall be completed jointly by the tenant and a representative of the Housing department.



7. The Housing Department shall complete a unit condition report that confirms the condition of the property including any deficiencies. The report shall be reviewed and signed off by both the Housing Department and the tenant, with both receiving a copy. All deficiencies must be identified in the report and items not listed in the report are deemed satisfactory.

Move-Out Inspection

8. The purpose of the inspection (Appendix H) is to evaluate the condition of the unit and to determine the following:
 - a) Any repairs required to return the unit to a marketable condition;
 - b) Any repairs required as a result of willful damage or neglect on the part of the tenant and/or their guests.
9. 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.
10. The Housing Department shall offer the tenant 2 opportunities for the inspection. 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 condition report without the tenant if the Housing Department has provided notice as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.
11. The Housing Department shall remind the vacating tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect of the unit. The tenant shall be advised that failure to participate in the inspection may result in the tenant forfeiting any rights to dispute deductions from the damage deposit for repairs required as a result of willful damage or neglect.
12. The Housing Department shall complete a unit condition report. Both the Housing Department and tenant shall sign the unit condition inspection report and the tenant shall be given a copy of the report.
13. Where the tenant does not participate in the inspection as noted above, the unit shall be inspected and signed off jointly by two representatives of the Housing Department or other Nation staff.
14. The Housing Department shall provide written confirmation to the tenant of any repairs required to the unit resulting from willful damage or neglect by the tenant or their guests. Cost recovery shall be pursued by the Housing Department through a deduction from the damage deposit. Where repair costs exceed the amount of the damage deposit, the Housing Department shall seek restitution from the former tenant and may file a report of damages to the local police department. The Housing Department shall invoice the tenant



the remaining cost of the repairs plus an administrative fee equal to the lesser of 10% of the total repair costs (material and labour) or \$1000.00.

15. 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 housing assistance until the costs have been repaid in full.

Vacant Unit Inspection

16. Any unit left vacant for an extended period of time shall be monitored at least twice monthly.



7.16. Duties of Tenant - Access to Unit

Access to Unit		No:	7.16
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POLICY AND PROCEDURES

Unit Access

1. The lease agreement provides for a representative of the Nation to enter the unit at all reasonable times to examine the condition of the unit.
2. The Housing Department shall not enter a unit unless:
 - a) An emergency exists;
 - b) The tenant consents at the time of entry;
 - c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (refer to Appendix G);
 - 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 has reasonable grounds to believe that a tenant has abandoned the unit.
 - f) The Housing Department has reasonable grounds to believe that illegal activity is occurring/has occurred.
 - g) 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.
3. In cases of emergency, the Housing Department representative entering a unit is to be accompanied wherever possible by a witness (i.e., member of the Housing Committee or Nation administration, emergency responder). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.
4. The Tenant shall provide Tsartlip First Nation with access to the unit or premises to complete any Health and Safety, Emergency, Major, or Annual / Routine maintenance, inspections, repairs, or replacements.
5. Tenants will receive advanced, written notice at least 24 hr prior to any scheduled maintenance work or inspection. Notice of Maintenance or Inspection shall include:
 - a) The reason for the works / inspection.
 - b) The day and estimated time (if applicable) it will take place.
 - c) Any anticipated impacts.



- d) Any other relevant instructions.
- 6. The Tenant will ensure the Housing department, or designated Agent is able to access the unit or premises at the designated time.

Emergency Repairs

- 7. The Housing Department shall provide the tenant with a 24-hour emergency contact number to report emergency repairs.
- 8. The tenant is responsible to immediately report to the Housing Department any emergency repairs.
- 9. The Housing Department shall carry out emergency repairs where these repairs include:
- 10. Any accident, break or defect in water, heating or electrical systems, or safety features in any part of the home;
- 11. Any item that presents a hazard to the immediate health or safety of the tenant;
- 12. Any item required to prevent the loss of an essential service.
- 13. The Housing Department shall make every reasonable effort to respond to the emergency repairs within 24 hours of receiving notification from the tenant.
- 14. 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.
- 15. Where emergency repairs are confirmed by an inspection to be a result of tenant damage or neglect, the Housing Department shall complete the repairs and shall demand payment of the repair costs from the tenant. The Housing Department may file a report of damages to the local police department.



7.17. Duties of Tenant - Belongings & Insurance

Belongings & Insurance		No:	7.17
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POLICY AND PROCEDURES

1. The Nation shall provide insurance against damage to the unit structure by fire and other perils and shall provide other liability insurance on all housing units. The Nation shall not provide Contents Insurance.
2. The tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings. This cost is the responsibility of the tenant.
3. Neither the Tsartlip First Nation nor the Housing Department is responsible for the contents/personal belongings of the tenant.

7.18. Duties of Tenant - Guests

POLICY AND PROCEDURES

1. A Tenant is responsible for all Occupants and guests during the entirety of their Tenancy.



7.19. Duties of Tenant – PROHIBITIONS

Duties of Tenant - PROHIBITIONS		No:	7.19
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POLICY AND PROCEDURES

7.19.1 Use of Unit & Quiet Enjoyment of Property

1. Property is for occupying as the primary residence only.

7.19.2 Noise

1. Housing is for families. All tenants and occupants have the right to Quiet Enjoyment of their units. Unreasonable noise interferes with that enjoyment. Noise complaints will be investigated (time, parties, activities involved, the request to turn it down, results) dealt with in an ascending penalties.

7.19.3 Health & Safety of Neighbours

1. Health & safety of occupants and neighbours are paramount. Actions injurious to the Health & Safety are in violation to this policy and the lease. Severe risks and damages to other units, neighbours, can be cause for eviction.

7.19.4 Parking

1. Parking is limited so only insured vehicles are authorized to park on rental property. Every unit has a right to a parking stall near their unit.

7.19.5 Tenant Damages

1. The Housing Department may, at all reasonable times, and with 24 hours written notice to the tenant, enter the unit to examine its condition.
2. The tenant is responsible to pay repair costs for damage to the unit that result from willful damage or neglect by the tenant, other occupants of the unit, and their guests, and for damage caused by their pet(s).
3. Where repairs are required to the unit as a result of damage or neglect as noted above, the following procedures shall apply:
 - a) The Housing Department shall obtain an estimate from a reputable supplier of costs to repair the damage.



- b) Within 5 days of receipt of the inspection report, the Housing Department shall issue a written notice to correct tenant damage to the tenant to confirm the required repairs and offer options to correct the damage.
 - c) The Housing Department shall request an interview with the tenant to confirm the preferred arrangement to correct the damage. The tenant and the Housing Department shall jointly complete an agreement to correct tenant damage (refer to Appendix J) which confirms the process that shall be taken to correct the tenant damage.
 - d) Where the tenant confirms their request to have the Housing Department complete the repairs, the tenant shall be required to repay the cost of the repairs (labour and materials) plus an administrative fee equal to the lesser of 10% of the total repair costs or \$1000.00.
 - e) The Housing Department shall arrange for an inspection to ensure the repair work meets Housing Department standards.
4. All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
 5. Where the tenant fails to honour the terms of the agreement to correct tenant damage, this constitutes a breach of the lease agreement/housing policy, and the Nation shall take corrective action as outlined in the lease.
 6. Costs to repair tenant damage that are confirmed during the move-out inspection or where the tenant has vacated/abandoned the unit shall be deducted from the security deposit. Where repair costs exceed the security deposit, the Housing Department shall seek restitution from the former tenant and may file a report of damages to the local police department. The Housing Department shall invoice the tenant the remaining cost of the repairs plus an administrative fee equal to the lesser of 10% of the total repair's costs (material and labour) or \$100. Where costs are not repaid by the tenant as required, the debt may be reported to the credit bureau.
 7. Where the 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 TFN housing assistance until these costs have been repaid in full.

7.19.6 No Illegal Activity

1. The Occupants of residence cannot carry on or permit to be carried on or aid and abet any illegal activity conducted in a residence. In the event such illegal activity is brought to the attention of Tsartlip Housing department, the Housing Department will give notice of its intention to terminate the right of residency in the event the illegal activity continues. Eviction Notices may result.



7.19.7 Firearms

1. Firearms
 - a) Tenants must notify the Housing Department that they are owners of firearms.
 - b) Evidence of appropriate license may be required by the Housing department.
 - c) Tenants must ensure all firearms are stored in a safe and secure manner on the premises.
 - d) Discharge of firearms, pellet guns, slingshots, bow and arrows etc. is not permitted in the residential area.
 - e) No firearms shall be stored in any vehicle on the property.
 - f) Only those licensed in accordance with the Firearms Act may store ammunition;
 - g) Ammunition must be kept in a safe location.
 - h) Under no circumstance will any firearm be stored loaded.

7.19.8 No Dangerous Goods

1. Dangerous Goods
 - a) Tenants may keep on the premises fuel for the operations of small equipment. All fuel storage must be kept in a safe location away from any ignition source. Under no circumstances will a tenant store fuel near hot-water tanks, furnaces or other heat source.
 - b) Hazardous goods include but not limited to:
 - Waste oils, paint, solvents, corrosive substances, batteries,
 - fertilizer, pest control products such as rat poison, weed killer,
 - ammunition
 - c) Disposal of such matter must be to approved disposal centre.
 - d) Tenants must obtain approval from the Housing Department if they require storage of more than 100 liters of fuel by providing the following information:
 - The reason for the fuel, and
 - The location on the premises that the fuel will be stored.
 - e) Storage containers must be clearly and easily identified as fuel containers.
 - f) Products combined for the production of "Meth" or evidence of drug lab, or any other form of illegal substance production is prohibited. Tenants face immediately eviction, criminal charges and costs to repair damages and loss of revenue the Nation may incur while the premises is uninhabitable.

7.19.9 No Smoking

1. No Tenant shall smoke, nor permit anyone to smoke, in the Tenant's unit and within six metres of doorways, open windows or air intakes that are connected to any common areas.



7.19.10 No Hoarding

1. No hoarding.

7.19.11 No Home-Based Businesses

1. 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 department. The tenant shall submit a written request to the Housing Department 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).
2. Where a tenant submits a request to operate a home-based business, the Housing Department shall obtain confirmation from its insurance provider as to any increase in premium that may be charged to insure the unit against liability or other damages or loss as a result of the home-based business. Where the insurance provider confirms an increase in the premium the Housing Department shall confirm to the tenant the annual amount of the additional insurance premium and the tenant shall be required to pay this amount in full to the Nation annually, for every year that the home-based business is in operation. Failure by the tenant to pay to the Nation the additional insurance premium shall result in the withdrawal of approval to use the unit as a home-based business.

7.19.12 No Uninsured Vehicles

1. No unlicensed vehicles (any motor vehicle that falls under the Motor Vehicle Act). One week's written notice will be issued to remove any uninsured vehicles.

7.19.13 Transfer of Tenancy

1. No Tenant will transfer their Tenancy to another individual without the authorization of the Housing department.
2. Any Tenant wishing to transfer their Tenancy must submit a written request to the Housing Department explaining the reason for the request. If this cannot be completed by the Tenant (e.g., due to extraordinary circumstances, such as the death of the Tenant), the individual wishing to assume Tenant responsibilities may submit the request.
3. Transferring Tenancy is not a means to bypass the Allocation process and should only be requested for reasons of extraordinary circumstances (e.g., unforeseen circumstances related to the Tenant that fundamentally impact the other Occupants' ability to remain on the premises). This includes relationship breakdowns and survivorship situations (Section 7.12 Relationship Breakdown / Survivorship).
4. Once a request has been submitted, the Housing Department will review the request and make a decision based on their review of the request. The Housing Department is under no obligation to consider or approve a request.



5. When making its decision, the Housing Department will consider the following factors:
 - a) If the proposed replacement Tenant is Eligible as per Section 7.1 Eligibility
 - i. A Non-Member will be considered Eligible if they meet the conditions of Section 7.12 Relationship Breakdown / Death of a Tenant
 - b) If the proposed replacement Tenant, in the opinion of the Housing department, is a suitable replacement and can meet the obligations of Tenancy at Tsartlip First Nation.
 - c) If circumstances warrant Transfer of Tenancy.
6. The Housing Department may request a meeting with the Tenant / relevant parties.
7. The Housing Department will notify the existing Tenant and proposed replacement Tenant of their decision in writing.
8. If the Housing Department approves the request, the replacement Tenant must sign a new Tsartlip Housing Lease Agreement. Until this occurs, Tenancy has not been transferred.

7.19.14 No Sub-Leasing

1. Tenants may not sublet Nation owned units under any circumstances.
2. Alternative arrangements based on extenuating circumstances including health treatment, education, family emergencies may be agreed on at the discretion of the Director of Housing.
3. If alternative arrangements are being considered, they must have final approval of Housing Committee.
4. If a Tenant requests alternative arrangement for an absence of 6 months or more:
 - a) The Tenant must give the Housing Department two months notice.
 - b) The Tenant must leave the unit vacant and in move-in-ready condition.
 - c) The Housing Department will manage the temporary replacement, Tenant.
 - d) If the alternative arrangement is requested by a Tenant in a CMHC unit (i.e., there is a CMHC mortgage remaining on the unit), there will be no subletting of the unit, and the Tenant will be able to return to the unit after the absence. The Tenant is responsible for payment of rent if no other Tenant can be located.

7.19.15 No Unapproved Structures (e.g. Sheds, RVs)

1. Two week's written notice will be issued to remove any unapproved structures or RVs. Failure to remove item will result in further action by the Housing Department.

7.19.16 Abandonment of a Unit

1. If a Tenant vacates a unit for more than (30) days without paying rent and there are no remaining approved Occupants living in the unit, the unit will be declared abandoned.



2. If the unit is declared to be abandoned, the Tenant forfeits their tenancy and tenancy cannot re-established.
3. Upon deeming the unit Abandoned, the Housing Department shall do the following:
 - a) Send an email and delivered notice posted on the door advising the Tenant that:
 - i. the unit has been deemed Abandoned and the lease terminated.
 - ii. the Tenant and any Occupants have five (5) working days to remove their belongings from the unit (i.e., the Possessions Removal Period), otherwise they will be removed per procedure below.
 - iii. all damages to the Unit will be assessed and charged to the Tenant per Tenant Damages.

7.19.17 Abandonment of Items in the Abandoned Unit

1. If the Tenant is unable to remove their possessions, they may send a written letter to the Housing Department designating a representative to act on the Tenant's behalf.
2. If the Tenant does not collect their belongings within the 5-day Possessions Removal Period, the Housing Department will remove the Tenant's belongings from the unit and will store them for 30 days (30-day Abandoned Item Storage period)..
3. Prior to removing the belongings, the Housing Department will take photographs of the Tenant's belongings to document the collection and condition of the items.
4. If the items remain unclaimed after 30 days (Abandoned Item Storage period), the items will be disposed of. At least 14 days before disposing of the possessions, the Housing Department will:
 - a) Give notice to the Tenant.
 - b) Give notice to anyone that the Housing Department is aware of and may have an interest in the items.



7.20. RENT PAYMENT

Rent Payment		No:	7.20
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POLICY

Rates

1. Rental rates shall be set by the Housing department. Rates are provided in the Tsartlip Housing Rental Lease Agreement (see Appendix D).
2. Tenants shall pay rent for the duration of their Tenancy.
3. Rent shall be paid on a regular schedule as outlined in the Tsartlip Housing Rental Lease Agreement or Payment Plan.

PROCEDURES

Payment and Collection

4. Unless a Payment Plan is established, rent shall be paid on a monthly basis.
5. The Tenant is responsible for paying rent in-full and on-time.
6. If the day falls on a weekend or holiday, rent is due on the First business day following the 1st of the month.
7. Rent for each month is paid at the beginning of the month (i.e., rent paid on April 1st covers rent for the month of April).
8. Rent is to be paid directly to Tsartlip First Nation Finance Department by one of the following means:
 - a) Bi-weekly payroll deduction;
 - b) Electronic transfer; or
 - c) Cash.
9. If the Tenant is an employee of Tsartlip First Nation, an agreement can be made to debit rent payments through regular payroll deductions. It is the responsibility of the Tenant to coordinate activity and must inform the Housing department.
10. By default, Tenants will not receive notification that rent has been paid. However, Tenants may request a monthly invoice from the Finance Department for their records.



11. In such cases, not receiving the invoice or receiving the invoice late does not change the requirements for paying rent as outlined in this Section.
12. Any rent payment received after the due date shall be considered late and shall be subject to the terms outlined in Section 7.22 Rental Arrears.
13. If a Tenant anticipates that they will not be able to pay rent in-full or on-time, they must immediately contact the Housing Department prior to the next rent payment due date. The Housing Department shall determine the appropriate course of action. This may include:
 - a) Advising the Tenant that they will be in Arrears if payment is not made in-full and on-time.
 - b) Making a one-time adjustment to the rent due date for the Tenant.
 - c) Requiring the Tenant to meet in-person and complete an Arrears Repayment Agreement.

Processing of Payment and Status

14. The Housing Department will process all rent payments received and shall make note if payment was made:
 - a) On-time; and
 - b) In-full (or in accordance with the relevant Payment Plan).
15. If a Tenant meets both criteria, the Tenant's account shall be considered current.
16. If a Tenant does not meet both criteria, the Tenant's account shall be considered in Arrears (i.e., late / behind on rent).
17. The Housing Department will prepare a monthly report for the Band Administrator indicating the rent status of all Tenants (i.e., current or in Arrears).
18. This shall occur immediately after rent payments have been processed so that the Housing Department may act promptly, in accordance with Section 7.22 Rental Arrears.
19. The Housing Department will review the report and:
 - a) If a Tenant is current, the Housing Department will take no further action.
 - b) If a Tenant is in Arrears, the Housing Department shall act in accordance with Section 7.22 Rental Arrears.

APPENDIX ITEM:

Appendix D: Tsartlip Housing Rental Lease Agreement



7.21. Changes in Rent Amounts

Changes in Rent Amounts		No:	7.21
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POLICY AND PROCEDURES

1. Rental rates shall be reviewed on an annual basis by the Housing Committee and Housing department.
2. Rental rates shall be reviewed on an annual basis by the Housing Committee and Housing department.
3. All rate increases shall be approved by the Housing Committee.
4. The Housing Department shall provide a minimum three (3) months' advanced written notice to all affected Tenants.
5. Provided three (3) months' notice has been provided, the new rental rate shall take effect at the end of the notice period.
6. The rent scale for CMHC Section 95 (Post-1997) is a set rate.
7. For CMHC Section 95 (Pre-1997), the rent calculation will remain based on income.
8. For any rental units that are not CMHC subsidized, full market rent will be charged for the unit, based on the area, and determined by the Housing Department. Tsartlip First Nation members will receive a discount of half of the rental rate difference of full market rent to a CMHC subsidized rental rate. (Ex. Full market 3 Bedroom House \$1000.00-CMHC subsidized rental \$550.00=\$450.00; $450/2=\$225.00$. Rent would be $\$1000-\$225.00=\$775.00$)



7.22. Rental Arrears

Rental Arrears		No:	7.22
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POLICY

1. All Tenants must pay rent on time for the Tsartlip First Nation Housing Department to effectively deliver housing programs and services. The Tsartlip First Nation Housing Department does not allow non-payment of Rent for any reason.
2. Rent is late, and in Arrears, if the Tenant falls behind with their payment schedule by one month.

Right of Recovery

3. Payment of rent is a fundamental responsibility of all Tenants living in Tsartlip First Nation Housing.
4. Recovery of outstanding rent (i.e., Arrears) is a fundamental right of Tsartlip First Nation.
5. To recover rental Arrears owed by a current or former Tenant, Tsartlip First Nation reserves the right to establish an Arrears Repayment Agreement with the Tenant to recover monies owed to Tsartlip First Nation.
6. An Arrears Repayment Agreement does not relieve the Tenant of the Tenant's obligations under the Tenant Agreement. During the term of the Arrears Repayment Agreement, the Tenant is responsible to pay both the Arrears payments and rent.

General Provisions

7. As noted in Section 7.20 Rent Payment, any Tenant that does not pay their rent in-full and on-time (or in accordance with the relevant Agreement / Payment Plan) shall be considered in Arrears.
8. All Tenants in Arrears must immediately make Payment (i.e., pay any outstanding amount needed to meet the Tenant's monthly rental obligation) or contact the Finance Department to establish an Arrears Repayment Agreement.
9. Once an Arrears Repayment Agreement has been established, Tenants shall be subject to the terms of the Arrears Payment Agreement (Appendix N).



10. Any Tenant that does not immediately make Payment or establish an Arrears Repayment Agreement, shall be notified by the Housing Department of their obligations and shall be at risk being in violation of the Policy.
11. The Housing Department will make every attempt to contact the Tenant (See Recovery Procedures / Violations). However, not receiving notification or receiving the notification late does not exempt a Tenant from meeting their responsibilities (or being in violation of the Policy).

PROCEDURES

12. The Housing Department shall take the following actions to address Tenant Arrears:

Recovery Procedures / Violations

1 Week Late:

13. Within one week of a Tenant being in Arrears, the Housing Department shall mail a letter stating that rent is late with the statement of account, indicating that the Tenant's account is in-Arrears. The letter will inform the Tenant that:
 - a) They have committed a Level 1 Violation of the Policy.
 - b) They must take immediate action to submit Payment or establish an Arrears Repayment Agreement or risk being in further violation of the Policy.
14. If Payment is submitted to the Housing Department or the Tenant establishes an Arrears Repayment Agreement, the Housing Department shall take no further action.

4 Weeks Late:

15. If the Tenant has not repaid the full balance or established an Arrears Repayment Agreement by the 1st of the following month that rent is due, the Housing Department shall contact the Tenant and notify them of the following:
 - c) That they have committed a Level 2 Violation of the Policy.
 - d) That they are required to meet with the Housing department.
 - e) That they must take immediate action to submit Payment or establish an Arrears Repayment Agreement or risk being in further violation of the Policy.
16. If the Tenant:
 - a) Meets with the Housing department; and
 - b) Submits Payment to the Housing Department or establishes an Arrears Repayment Agreement;
17. The Housing Department shall take no further action.



6 Weeks Late:

18. If the Tenant has not repaid the full balance or established an Arrears Repayment Agreement by the 15th of the 2nd month after rent is due, the Housing Department shall contact the Tenant and notify them of the following:
 - a) That they have committed a Level 3 Violation of the Policy.
 - b) That it has been recommended to the Housing Committee by the Housing Department that Tenancy may be Terminated.
19. The Housing Committee may review the recommendation and decide to recommend eviction to Council.
20. If Tenancy is Terminated by Council, the Housing Department will provide the Tenant with a physical attachment of this Policy and serve the Tenant with a Notice to Vacate, and the Tenant will have 30 days to vacate the unit and premises.
21. In addition to any procedures outlined in this Section (i.e., calling, meeting), the Housing Department shall send or deliver written notice to all Tenants upon any violation.

Reduction of Rent / Arrears Violation

22. Tenants that have committed rent / Arrears violations may reduce the Level of Violation upon the full, on-time payment of rent / Arrears (in accordance with their applicable Agreement) for a period of three (3) consecutive months.

Arrears Repayment Agreement

23. Tenants unable to meet their rental obligations will establish an Arrears Repayment Agreement with the Housing department.
24. During the term of the Arrears Repayment Agreement, the Tenant is responsible to pay both the Arrears payments and rent. All other terms in the Tsartlip Housing Rental Lease Agreement shall remain in effect.
 - a) Once an Arrears Repayment Agreement is established, Tenants are required to abide by the dates and terms of the Agreement.
 - b) Any late or partial payments when under an Arrears Repayment Agreement shall be subject to the policies and procedures outlined in the Recovery Procedures / Violations as above.
 - c) Establishing an Arrears Repayment Agreement will no longer be an option.
 - d) The Housing Department may consider a request by a Tenant to make a one-time adjustment to the terms of the Arrears Repayment Agreement. This will be at the sole discretion of the Housing Department and will be based on the Tenant's history. The Housing Department is under no obligation to grant this request.



7.23. LEASE VIOLATIONS & PENALTIES

Lease Violations and Penalties		No:	7.23
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
Issue to:	Tenants	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY AND PROCEDURES

1. The Housing Department shall keep a record of all Tenant violations. The Housing Officer will notify the tenant in writing of a violation.
2. The Housing Department uses the three-strikes rule. The Housing Officer will make recommendations to the Housing Committee on next steps if a tenant has three violations.



7.24. Termination of Lease – By Tenant

POLICY AND PROCEDURES

Termination by the Tenant

1. The tenant may terminate their lease by giving 30 days written notice to the Housing department. The notice shall confirm the address of the Housing unit, the date that the tenant shall move out and shall be signed by the tenant(s) (refer to Appendix P).
2. The notice shall be delivered by hand or by registered mail to the Housing Department, at least 5 days in advance of the 30 days' notice period.

7.25. Terminations of Lease – Eviction By Tsartlip

Termination of Tenancy / Eviction from Tsartlip First Nation -Owned Rentals		No:	7.25
Section:	Tsartlip First Nation-Owned Rentals	Issued:	
Issue to:	Tenants	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY

Termination by Housing Department

3. The Tsartlip Housing Department may terminate the lease, by giving written notice to the tenant (refer to Appendix Q) where there has been a breach of the lease agreement, the housing policy and/or for any of the following:
 4. Tenant knowingly gave false information to the Housing department.
 5. Tenant is in arrears or repeatedly late making the required rental payments.
 6. Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) has:
 - a) Significantly interfered with or unreasonably disturbed another tenant, a neighboring occupant, or the Nation.
 - b) Seriously jeopardized the health or safety or lawful right of another tenant, a neighboring occupant, or the Nation.
 - c) Put the Nation's property at significant risk.
 7. Tenant has engaged in illegal activity that has, or is likely to:
 - a) Damage the Nation's property.
 - b) Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, a neighboring occupant, or the Nation.



8. Tenant has caused damage to the Housing unit or property and:
 - a) Has not done the required repairs to the property after receiving the required notification from Housing department, or
 - b) Has not paid Housing Department for repairs carried out by Housing Department as a result of willful damage or neglect by the tenant or their guest(s).
9. Tenant has assigned, leased or sublet the unit without prior written approval from the Housing department.
10. Tenant has abandoned the unit for a period longer than two (2) months without written notice to the Housing department.
11. A tenant is operating a business out of the unit without prior approval by Housing department.

Eviction Process

12. Housing Department shall authorize all evictions.
13. Termination of the lease/eviction shall take place only after the 30-day notice to terminate tenancy has been delivered to the tenant and efforts have been made, and documented, by the Housing Department to meet with the tenant and counsel them on the consequences of failing to resolve the breach of the lease agreement/housing policy. Eviction action shall be taken as a last resort in cases where the tenant has failed to resolve the breach of the lease agreement; this is an effort to provide every chance for settlement, as opposed to removing the tenant from the unit.
14. The written notice to terminate the lease shall be issued by Housing Department to the tenant 30 days before the date that the lease shall be terminated, as confirmed in the termination notice, by either:
 - a) Handing the notice directly to the tenant.
 - b) Securely attaching the 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.
 - c) Handing the notice to an adult who lives with the tenant.
 - d) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.
15. If the tenant does not vacate the unit at the required date defined in the termination of tenancy notice, the Nation may:
 - a) Obtain the services of a bailiff or the RCMP or retain a solicitor to obtain from the court a Writ of Possession and to serve this order on the tenant.
 - b) Arrange for the locks to be changed and the tenant's possessions to be removed from the premises.



16. Upon termination of the lease, the tenant shall be held responsible for rental arrears and any other expenses that the Nation has incurred as a result of the termination of the lease.
17. Where the reason for termination of the lease is rental arrears, after the lease has been terminated, any offer of payment or settlement (either full or partial) made by the tenant to the Nation or any agent assigned by the Nation to carry out the eviction, is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the lease agreement).
18. Any personal possessions left by the vacating tenant in the unit shall be stored by the Nation for 60 days or alternately dealt with by the Housing department.
19. If, six months after the eviction, the payment arrears and/or other unpaid housing charges have not been paid in full by the tenant, the Nation may submit the account to a collection agency.

Termination for Major Repairs

20. Where the Housing Department confirms through an inspection that the unit requires extensive repairs or renovations to the extent that the unit cannot be occupied for a period of time, and the Housing Department has obtained all necessary permits or other authority that may be required, Housing Department may make an order terminating the occupancy, but shall give the tenant a ninety (90) day notice to this effect.
21. Where a tenant has received a notice for termination for the reason noted above and has indicated in writing to the Housing department, before vacating the unit that he/she wishes to have a right of first refusal to reoccupy the premises as a tenant when the repairs or renovations are complete the tenant shall have the right of first refusal to occupy the said house, provided that the tenant informs the Housing Department of his/her address.

Termination of the Lease Agreement – Certificate of Possession

22. Where the tenant has surrendered a certificate of possession to the Nation for construction of the Housing unit and where the lease is terminated by the tenant or with cause by the Nation, the land shall remain in the name of the Tsartlip First Nation.
23. Neither the tenants, nor their heirs nor their estate shall have any claim to the land that was surrendered.



7.26. EXISTING UNITS' APPLICATION OF POLICY TO EXISTING TSARTLIP UNITS

Upon approval of this Policy by Chief and Council, this Policy will apply to all rental units.

7.27. Rent-To-Own UNITS – APPLICATION of POLICY

1. All units are Rental, unless specifically identified with a Rent-to-Own (RTO) Lease.
2. RTO units are rental until the mortgage is paid off (approximately 25 yrs.).



8. APPEAL PROCESS

APPEALS		No:	13
Section:	Appeals	Issued:	
Issue to:	All Tsartlip First Nation Tenants and Homeowners	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY

1. The ability to appeal a decision is essential to ensuring the integrity of the Policy and fairness of the process. In turn, with the right to appeal, also comes the responsibility of following the procedures and respecting the outcome.

General

2. All appeals will be decided by Chief and Council as final authority.
3. All decisions are final and may not be appealed a second time.

Grounds

4. Any Tenant or Applicant may appeal a decision made under this Policy on the basis of one of the following grounds:
 - a) The decision made was contrary to the Policy;
 - b) The Policy was improperly or erroneously interpreted or applied;
 - c) There was a lack of procedural fairness (i.e., procedural error, improper investigation, bias, favouritism, or discrimination);
 - d) New information has been identified that may impact the original decision; and
 - e) The policy or procedure itself is:
 - i. Defective (i.e., incomplete or erroneous);
 - ii. Unreasonable (i.e., cannot be rationally supported);
 - iii. Unjust (i.e., partial or discriminatory); or
 - iv. In contravention of Tsartlip First Nation's laws.

PROCEDURES

5. The Housing department, Housing Committee, and Chief and Council will follow the below procedures for submission and notification, review, and meeting and deciding on the appeal request.

Submission of Appeal



6. Any Applicant, Tenant, or Occupant who wishes to appeal a decision made under this Policy must: 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.
 - a) The appeal must include:
 - i. Description and date of original decision;
 - ii. Grounds for the appeal (see above); and reasoning
 - iii. Supporting documentation
 - iv. Contact information (name, address, phone, and email)
 - v. The appeal submission shall be signed and dated by the Appellant.

Review of Completeness and Notification

7. The Housing Department will review the appeal submission and:
 - a) Send written notification to the Appellant confirming receipt and completeness (identifying any missing elements) of the appeal submission within 5 working days ; and,
 - b) Notify the Housing Committee in writing, propose a date for a meeting, and provide:
 - i. A copy of the appeal submission; and
 - ii. Any relevant background information;

Appeal Meeting by Housing Committee

8. The Housing Committee will review the above information and either
 - a) Provide a written decision to the Appellant within 5 working days of their review (without the requirement of a in-person presentation); or,
 - b) Schedule a meeting for the Appellant and the Housing Department to appear and make their presentations.
9. The Appellant must present to Housing Committee at the meeting the items contained in the appeal submission. If the Appellant is not able to physically attend the meeting, they may arrange to participate via teleconference prior to the meeting date; and
10. The Housing Department must present information on how policy was followed.
11. The Housing Committee will issue a written decision upon the Appeal within 5 business days discussing the grounds, the reasons for the Appeal, and the relevant sections of the Housing Policy.
12. Where there are amendments required in the original policy or procedure, the Housing Committee shall direct the Housing Department to draft an Amendment for approval by the Housing Committee and future incorporation into the Policy.
13. The decision of Chief and Council shall be final, and no other appeal shall be heard.



9. AMENDMENTS

Amendments		No:	10
Section:	Amendments	Issued:	
Issue to:	Tsartlip First Nation Tenants and Homeowners	Page:	
Issued by:	Housing department	Revisions	
		Replaces:	
		Issued:	

POLICY

1. This Policy is a living document and will be amended from time-to-time to reflect Tsartlip First Nation's changing needs and to ensure the ongoing effective management and delivery of housing at Tsartlip First Nation.

Proposal

2. Any member of Tsartlip First Nation community may propose an amendment to the Housing Rental Policy.
3. Any amendment to the Housing Rental Policy must be submitted in writing to the Housing department.
 - a) Supplementary materials may also be submitted to provide explanation or context.

PROCEDURES

Revisions

4. The Tsartlip First Nation Housing Rental Policy will be reviewed at a minimum of every two (2) years by the Housing Committee and Chief and Council who will pass the review comments, if any, to the Housing department.
5. The implementation of amendments process will be followed according to Section 9 Incorporation within this Policy.

Review and Recommendation

6. Once reviewed, the proposed amendment will be reviewed by the Housing Department and presented to the Housing Committee.
7. The Housing Committee will review the amendment and will take one of the following actions:
 - a) Make a recommendation to Chief and Council to approve the amendment;
 - b) Instruct the Housing Department to revise the amendment to be reviewed at a subsequent Committee meeting;
 - c) Reject the amendment;



- d) Record the decision and any related discussion in the Meeting Minutes; and
- e) Consult with membership by way of a community meeting to gain additional feedback.

Publication

- 8. If the amendment is forwarded to Chief and Council for approval, the Housing Department shall post a copy of the proposed amendment at Tsartlip First Nation Administration Office.

Approval

- 9. Upon receiving recommendation from the Housing Committee to approve an amendment, Chief Council will take one of the following actions:
 - a) Approve the proposed amendment; or
 - b) Request that a community meeting be held to solicit feedback. Council may only make this request if a community meeting has not been previously held.
- 10. Provided that the procedures outlined in this Section are followed, Chief and Council may not reject or request revision to the proposed amendment unless it is in clear violation of the Housing Rental Policy or laws of Tsartlip First Nation.

Incorporation

- 11. Upon approval of the amendment by the Chief and Council, the Housing Department will edit the Policy to reflect the amendment. The date of the Policy will be changed accordingly.
- 12. The Housing Department will keep a record of each amendment and date of incorporation. This record will be attached to the updated Policy.
- 13. The updated Policy will replace any previous version of the Policy.



Appendix A: Tsartlip Housing Rental-Only Application RO

APPLICATION FOR RENT-TO-OWN (RTO) HOUSING

Application Steps

The information requested in this application is based on the housing policy approved by Tsartlip First Nation. The purpose of the application is to collect information which shall confirm whether the applicant(s) is eligible to receive housing assistance, and the priority of their request for housing assistance. All information provided shall be kept confidential and used for the purposes described herein.

Step 1- Complete the application

1. The application shall be completed in PDF or ink and printed clearly.
2. Applications shall be filled out completely. Incomplete applications shall be returned to the applicant, or the applicant shall be asked to provide additional information.
3. All of the information provided on the application shall be true. A false statement may result in the denial of a unit upon application, or an eviction from a unit in the event that an application is successful, and the false statement was relied upon when the unit was awarded.
4. If you or your family members have conditions that require special attention, a medical report/referral letter from your doctor or counselor may be required.
5. Submit two references from the two most recent landlords. If you have not rented before, two references from owners of your previous two accommodations are required (refer to the last page attached to this application).

Step 2 – Drop off/email the application

When all of the above items in Step 1 are completed drop off the application at the Public Works & Housing office, or email to HousingOfficer@tsartlip.com :

Attention of the Housing Dept, PO Box 70, # 1 Boat Ramp Rd., Brentwood Bay, BC V8M 1N9.

Application Renewal for Rental-Only Housing

Phone or come into the office to update your application every 2 years. If you choose not to do this, then your application shall be deemed EXPIRED. It is your responsibility to apply each year to keep your application active and considered for rental housing as it becomes available.

Need Help?

If you require assistance completing the application form, please contact the housing Department at (250) 652-3988.



Click on the icon below to view the complete Tsartlip Housing Rental Application.



APTSARTLIP RTO
Housing Applicator

Section 1: PRIMARY APPLICANT

Name:		Age:	
Current Address:			
Phone:		Email:	
Occupation:		Currently Employed (Y/N):	
Name of Employer:			
Employment Income (Monthly): \$			
Social Assistance Income (Monthly): \$			
Other Source(s) of Income [e.g., Pension, E.I.] (Monthly): \$			
Please provide copies of your three (3) most recent pay stubs (for any sources of income).			
Current Rent (Monthly): \$			
Current Utility Expenses (Monthly): \$			
Have you ever applied for/received housing from Tsartlip First Nation? Please circle: YES / NO			
Please explain if answered 'YES':			
Are you in good financial standing with Tsartlip First Nation? Please circle: YES / NO			
Please explain if answered 'NO':			
Please explain your reason for applying for Tsartlip First Nation Housing:			



Section 2: ADDITIONAL APPLICANTS

Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	

Number of Additional Applicants that are Employed (if applicable):
Combined Employment Income (Monthly): \$
Number of Additional Applicants that receive Social Assistance?
Combined Social Assistance Income (Monthly): \$
Number of Additional Applicants with Other Income (e.g., Pension, E.I.):
Please describe:
Combined Other Income (Monthly) \$

Section 3: GENERAL INFORMATION (ALL APPLICANTS)

Any Smoker(s) (Y/N)?	
Any Pet(s) (Y/N)?	Type / Number:
Any Livestock (Y/N)?	Type / Number:
Does anyone included in this Application have a Criminal Record (Y/N)?	
Please explain if answered 'Yes':	
Has anyone included in this Application ever been Evicted (Y/N)?	
Please explain if answered 'Yes':	
Does anyone included in this Application have Mobility / Accessibility / or Other Special Needs that require accommodation (as it relates to their living environment) (Y/N)?	



Please explain if answered 'Yes':
How long to you expect to live on reserve at Tsartlip First Nation?
Is there anything else you'd like to add?

Section 4: PERSONAL INFORMATION / AUTHORIZATION

It may be necessary for Tsartlip First Nation to conduct employment, credit, or criminal record checks. Please check each of the following boxes to confirm that you authorize Tsartlip First Nation to complete the following (if left unchecked, the Application will be considered incomplete):

- I authorize Tsartlip First Nation to contact my employer or income provider.
- I authorize Tsartlip First Nation to conduct a credit check.
- I authorize Tsartlip First Nation to conduct a criminal record check.

Section 5: HOUSING RENTAL POLICY COMPLIANCE

All housing at Tsartlip First Nation is governed by Tsartlip First Nation Housing Rental Policy. To apply for and receive housing at Tsartlip First Nation, you must agree to fully comply with Tsartlip First Nation Housing Rental Policy. Please check the following box to confirm the following (if left unchecked, the Application will be considered incomplete):

- I agree to fully comply with Tsartlip First Nation Housing Rental Policy.

All the information provided in this Application is accurate to the best of my knowledge:

Signature _____ Date _____

All information included in this form is confidential.



Appendix A*: Tsartlip Housing Rent-To-Own Application RTO

APPLICATION FOR RENT-TO-OWN (RTO) HOUSING

Application Steps

The information requested in this application is based on the housing policy approved by Tsartlip First Nation. The purpose of the application is to collect information which shall confirm whether the applicant(s) is eligible to receive housing assistance, and the priority of their request for housing assistance. All information provided shall be kept confidential and used for the purposes described herein.

Step 1- Complete the application

6. The application shall be completed in PDF or ink and printed clearly.
7. Applications shall be filled out completely. Incomplete applications shall be returned to the applicant, or the applicant shall be asked to provide additional information.
8. All of the information provided on the application shall be true. A false statement may result in the denial of a unit upon application, or an eviction from a unit in the event that an application is successful, and the false statement was relied upon when the unit was awarded.
9. If you or your family members have conditions that require special attention, a medical report/referral letter from your doctor or counselor may be required.
10. Submit two references from the two most recent landlords. If you have not rented before, two references from owners of your previous two accommodations are required (refer to the last page attached to this application).

Step 2 – Drop off/email the application

When all of the above items in Step 1 are completed drop off the application at the Public Works & Housing office, or email to HousingOfficer@tsartlip.com :

Attention of the Housing Dept, PO Box 70, # 1 Boat Ramp Rd., Brentwood Bay, BC V8M 1N9.

Application Renewal for RTO Housing

Phone or come into the office to update your application every 2 years. If you choose not to do this, then your application shall be deemed EXPIRED. It is your responsibility to apply each year to keep your application active and considered for RTO housing as it becomes available.

Need Help?

If you require assistance completing the application form, please contact the housing Department at (250) 652-3988.



Click on the icon below to view the complete Tsartlip Housing Rental Application.



APTSARTLIP RTO
Housing Application

Section 1: PRIMARY APPLICANT

Name:		Age:	
Current Address:			
Phone:		Email:	
Occupation:		Currently Employed (Y/N):	
Name of Employer:			
Employment Income (Monthly): \$			
Social Assistance Income (Monthly): \$			
Other Source(s) of Income [e.g., Pension, E.I.] (Monthly): \$			
Please provide copies of your three (3) most recent pay stubs (for any sources of income).			
Current Rent (Monthly): \$			
Current Utility Expenses (Monthly): \$			
Have you ever applied for/received housing from Tsartlip First Nation? Please circle: YES / NO			
Please explain if answered 'YES':			
Are you in good financial standing with Tsartlip First Nation? Please circle: YES / NO			
Please explain if answered 'NO':			
Please explain your reason for applying for Tsartlip First Nation Housing:			

Section 2: ADDITIONAL APPLICANTS

Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	



Name:		Age:		Relation:	
Name:		Age:		Relation:	
Name:		Age:		Relation:	

Number of Additional Applicants that are Employed (if applicable):
Combined Employment Income (Monthly): \$
Number of Additional Applicants that receive Social Assistance?
Combined Social Assistance Income (Monthly): \$
Number of Additional Applicants with Other Income (e.g., Pension, E.I.):
Please describe:
Combined Other Income (Monthly) \$

Section 3: GENERAL INFORMATION (ALL APPLICANTS)

Any Smoker(s) (Y/N)?	
Any Pet(s) (Y/N)?	Type / Number:
Any Livestock (Y/N)?	Type / Number:
Does anyone included in this Application have a Criminal Record (Y/N)?	
Please explain if answered 'Yes':	
Has anyone included in this Application ever been Evicted (Y/N)?	
Please explain if answered 'Yes':	
Does anyone included in this Application have Mobility / Accessibility / or Other Special Needs that require accommodation (as it relates to their living environment) (Y/N)?	
Please explain if answered 'Yes':	
How long to you expect to live on reserve at Tsartlip First Nation?	
Is there anything else you'd like to add?	

Section 4: PERSONAL INFORMATION / AUTHORIZATION

It may be necessary for Tsartlip First Nation to conduct employment, credit, or criminal record checks. Please check each of the following boxes to confirm that you authorize Tsartlip First Nation to complete the following (if left unchecked, the Application will be considered incomplete):

- I authorize Tsartlip First Nation to contact my employer or income provider.
- I authorize Tsartlip First Nation to conduct a credit check.



- I authorize Tsartlip First Nation to conduct a criminal record check.

Section 5: HOUSING RENTAL POLICY COMPLIANCE

All housing at Tsartlip First Nation is governed by Tsartlip First Nation Housing Rental Policy. To apply for and receive housing at Tsartlip First Nation, you must agree to fully comply with Tsartlip First Nation Housing Rental Policy. Please check the following box to confirm the following (if left unchecked, the Application will be considered incomplete):

- I agree to fully comply with Tsartlip First Nation Housing Rental Policy.

All the information provided in this Application is accurate to the best of my knowledge:

Signature _____ Date _____

All information included in this form is confidential.



Appendix B: Tsartlip Housing Priority Selection Worksheet

Applicant(s): _____ Date: _____

Application within last 12 months: Yes or No

Applicant has Arrears to Band: Yes or No

	Selection Criteria	Points	Comments:
Current Residence	<ul style="list-style-type: none"> Homeless Residence unfit for use Has a Nation rental – too small Living with family Has a rental on reserve (private) Has a rental off reserve within 30 km Has a Rental off reserve outside 30 km Owns own home 	20 17 10 10 8 5 0	
Over-crowding <i>Number of occupants as per current living situation</i>	<ul style="list-style-type: none"> 3 or more occupants overcrowded 2 occupants overcrowded 1 occupant overcrowded None 	Max 10 8 5 0	Children over 12 should have their own bedroom.
Children and/or dependants	<ul style="list-style-type: none"> 2 points per child/dependent (max 10 points) 	Max 10	Children must be under 19 yrs of age
Special Needs / Disability/ Handicapped	<ul style="list-style-type: none"> Yes No 	10 0	
In home care	<ul style="list-style-type: none"> Long term (Over 1 yr of care) Short term (Under 1 yr) None 	10 5 0	
Elder	<ul style="list-style-type: none"> 65+ 	10	
Affordability Risk Analysis (<i>from worksheet</i>)	<ul style="list-style-type: none"> <i>Debt to Income Percentage</i> $(100\% - D/I)/3 =$ 	Max 25	
Employment	<ul style="list-style-type: none"> Yes – long term (2 yrs or more) Yes – short term (1 yr up to 2 yrs) Seasonal or Under 1 yr None 	Max 10 7 5 0	Includes pension or disability
References	<ul style="list-style-type: none"> Acceptable references None/ Unacceptable reference Reference Letters (2 points ea, max 6) 	Max 10 -10	from previous landlord
Debts to band	<ul style="list-style-type: none"> No debt to Nation Debt to band-payment plan in place Debt to Nation (no payment plan) 	Max 10 5 -10	
	Total Applicant Points:		
Eligible Bedroom/Unit size: 1 2 3 4 5			
Rater Name: _____			



Appendix C: Tsartlip Housing Pet Policy

Purpose of this Policy

To establish guidelines and rules regarding the keeping of pets in Tsartlip Housing Rental units in order to provide a safe and sanitary environment for all tenants, TFN employees and the general public and to preserve the physical condition of those TFN units.

General Statement of the Policy

1. This policy applies to all TFN Housing Rental units.
2. A tenant may only keep a pet in an TFN housing/rental unit in accordance with this policy.
3. This policy does not apply to service and assistance animals and does not limit or impair the rights of persons with disabilities.
4. A violation of this policy constitutes a violation of a material term of the lease/agreement and is grounds to revoke the approval to keep a pet in an TFN housing/unit and to issue an Eviction Notice.
5. A tenant will allow the TFN to inspect their unit to ensure compliance with this policy.
6. If a tenant is found to be in breach of this policy, the Housing Officer will issue a written notice to the tenant stating that they have 30 days to come into compliance with this policy. If a tenant does not comply with this written notice, TFN may issue an Eviction Notice.
7. If the Housing Department receives a complaint regarding a pet kept in an TFN housing rental unit, they will conduct an investigation, and based on the findings of the investigation may issue a written warning to the tenant keeping the pet. If the Housing Department receives a subsequent complaint regarding the same pet, they will conduct an investigation, and based on the findings of the investigation may issue an Eviction Notice.
8. The Housing Department will maintain a written record of all:
 - (a) information and documents supplied by a tenant in regard to a pet,
 - (b) periodic unit inspections
 - (c) complaints and investigation of complaints regarding a pet, and
 - (d) costs for the repair of any damage caused by a pet.

Rules Regarding Keeping a Pet in an TFN Housing or Rental Unit:

1. A tenant may not keep a pet in an TFN housing/rental unit unless the tenant:
 - (a) has the written approval of the Housing Department;
 - (b) has provided the Housing Department with a pet deposit in the amount of half a month's rent.
 - (c) has provided the Housing Department with proof that the tenant has complied with all legal requirements regarding vaccinations and controls; and proof that the pet has been spayed or neutered.
2. A tenant who has approval to keep a pet in an TFN Housing or Rental Unit:



- (a) may not keep a pet that weighs more than 20 pounds;
- (b) may keep no more than two pets;
- (c) must ensure that at all times their pet wears a tag displaying the name, address, and phone number of the tenant.
- (d) must not allow their pet outside their unit unless the pet is on a leash and under control;
- (e) must not keep pets penned outside or chained outside the unit;
- (f) must keep their unit and surrounding area free of pet odours, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times;
- (g) must collect and properly dispose of their pet's waste;
- (h) must ensure that the rights of other tenants to peace and quiet, enjoyment, health, and/or safety are not infringed upon or diminished by the tenant keeping a pet;
- (i) must not allow their unleashed pet to enter any playground area;
- (j) must not alter or modify their unit or any area surrounding their unit in order to accommodate their pet.
- (k) must not breed pets.

Any pet causing a disturbance, danger, or running at large can be ordered to be removed at the owner's expense or the owner may have their rental from the TFN terminated.

All existing pets in the TFN rental units are grandfathered from this motion as long as the rental agreement is modified to include the Pet Deposit and the Agreement remains in good standing or unless there is an incident with the pet.



Tsartlip First Nation Application

Please provide your information below:

Name:		Age:
Current Address:		
Phone:	Email:	

Please identify the pets that are being applied for below:

Pet Name	Breed	Colour	M/F	Age	Size (Pounds)	Neut/Spay?

1. Please explain below how long you have had the pet:

2. Please attach references from a previous landlord, and/or from a veterinarian describing the breed, colour, sex, age, size, and that it has been neutered or spayed.
3. Please attach evidence that the pet has been vaccinated and regularly treated for fleas and worms.
4. Please describe below how the pet will be cared for when you are away from the Rental Unit:



Appendix D: Tsartlip Housing Rental Lease Agreement

Tsartlip Housing Rental Lease Agreement

This Rental Agreement is made on _____, 20__ (the "Agreement")

BETWEEN:

Tsartlip First Nation; ----- (the "**Landlord**"); AND

The Tenant(s): _____ (the "**Tenant**")

1. APPLICATION OF THE TSARTLIP FIRST NATION HOUSING RENTAL POLICY:

- a. The Landlord administers its rental housing program pursuant to the Tsartlip First Nation Housing Rental Policy (the "Housing Rental Policy"), which applies to and forms part of this agreement. By signing this agreement, the Tenant acknowledges that they have read and understood the Housing Rental Policy and agrees to be bound by both the terms of this agreement and the Housing Rental Policy, as amended from time to time.

2. TENANT INFORMATION:

Primary Tenant:

Full name:

Mailing Address:

Phone #1:

Email Address:

3. THE RENTAL PROPERTY:

The Landlord holds the right of possession to the rental property known as:

Address:

Lot / House Number:



Type of Dwelling (house, apartment, duplex, other):

Number of Bedrooms:

4. AGREEMENT TO RENT

- a. The Landlord agrees to rent the Rental Unit to the Tenant for use and occupation as a residential dwelling on the terms and conditions set out in this agreement, and the Tenant agrees to rent the Rental Unit and pay Rent to the Landlord in accordance with these terms.

5. AUTHORIZED OCCUPANTS

- a. The following is a list of occupants at the unit:

Name	Birth Date	Gender

- b. The Rental Unit shall not have more than ____ Authorized Occupants.
- c. The Landlord shall not unreasonably prevent the Tenant from having guests in the Rental Unit.
- d. The Tenant may permit visitors to stay at the Rental Unit for up to 14 consecutive days.
- e. The Tenant may request in writing the Landlord’s consent to amend the list of Authorized Occupants to add or remove persons from the list. If the Landlord agrees, such consent shall be given in writing and appended to this agreement, along with the amended list of Authorized Occupants.
- f. The Tenant shall be responsible for the actions of all Authorized Occupants and guests. If the Tenant allows persons who are not Authorized Occupants to occupy the Rental Unit on a permanent basis (for more than 14 continuous days) without the Landlord’s prior written consent, then the Tenant shall be in default under this agreement and may be evicted for cause.

6. TERM:



- a. This tenancy starts on the ____ day of _____, 20____.
- b. The tenancy expires on the ____ day of _____, 20____ (immediately following that date (the Term”))
- c. The Parties may renew this agreement for a period of one year, expiring on _____ of the year immediately following the date of renewal at the end of the Term (the “Subsequent Term”) and at the end of each Subsequent Term thereafter. This is provided that the Tenant is following the terms and conditions of this agreement and the Housing Tenancy Policy.
- d. If the Tenancy Agreement has not been renewed, the Tenancy automatically ends on the date a Tenancy Agreement expires.

7. RENT:

- a. The Tenant(s) agrees to pay the Landlord monthly rent in the amount of _____ to use and occupy the unit in accordance with the Tsartlip First Nation Housing Rental Policy (the “Rent”). Rent is due on the 1st day of each month. If rent is late, the Tenant will be subject to disciplinary action as detailed in the Tsartlip First Nation Housing Rental Policy.
- b. The Tenant shall pay the first month’s Rent to the Landlord prior to moving into the Rental Unit.
- c. Where the Term begins on a day that is other than the first day of a month, then the Tenant shall pay to the Landlord a pro-rated Rent of \$_____ prior to moving into the Rental Unit to cover the period beginning on the ____ of _____ and ending on the last day of such month.
- d. The Landlord will accept payments of Rent by cash, e-transfer, or Money Order; the Landlord will provide a receipt of payment to the Tenant.
- e. Once a year the Landlord may increase the rent for the existing Tenant. The Landlord may only increase the rent 12 months after the date that the existing rent was established with the Tenant or 12 months after the date of the last rent increase for the Tenant. The Landlord shall give the Tenant at least three months written notice before the date any Rent increase is to become effective.
- f. The Rent includes the following equipment and services (check all that apply):

Water	Stove and Oven
Dishwasher	Microwave
Sewer	Refrigerator
Window Coverings	Storage
Garbage pick-up	Washer
Road maintenance	Dryer
Snow removal	Heating System (specify, e.g., baseboards, woodstove, furnace, heat pump)



Other (specify):	
------------------	--

- g. The Rent does not include electricity, heat/fuel, cable/internet, or telephone. The Tenant is solely responsible for arranging and paying for all equipment and services not included in the Rent.

8. FAILURE TO PAY RENT / ARREARS:

- a. The Tenant must pay the Rent on time. Rent is late and in arrears if the full amount is not paid on or before 4:30 pm of the 5th day of the month.
- b. By the 5th of each month a rental statement will be mailed to the Tenant.
- c. If rent is not received by the 5th, a letter will be attached stating that rent is late and in arrears.
- d. If rent is still not received by the 10th day of month, another letter will be issued requesting a meeting to pay the arrears or, if the Tenant is unable to pay the arrears, to negotiate an Arrears Repayment Agreement.
- e. If the Tenant enters into an Arrears Repayment Agreement, the Tenant will be required to pay Rent in accordance with this Tenancy Agreement in addition to paying the arrears in accordance with the Arrears Repayment Agreement.
- f. If Rent has not been received by the 1st day of following month, one last offer will be made to negotiate an Arrears Repayment Agreement.
- g. If the Tenant fails to pay the entire outstanding amount or to negotiate an Arrears Repayment Agreement within the times set out in the Final Notice of Non-Payment, a recommendation to evict the Tenant will be made to the Housing Committee and Chief & Council. If the recommendation for eviction is approved, the Landlord will send the Tenant a Notice of Termination of Tenancy/Eviction.
- h. If the Tenant receives a Notice of Termination as set out in the paragraph above, the Tenant must vacate the Rental Unit within the time specified in that notice and shall leave the Rental Unit in the condition required under Vacating the Rental Unit clause of this agreement.
- i. If the Tenant enters into an Arrears Repayment Agreement, the Tenant will be required to pay Rent in accordance with this Tenancy Agreement in addition to paying the arrears in accordance with the Arrears Repayment Agreement. If the Tenant fails to comply with all the terms of the Arrears Repayment Agreement, the Tenant will be evicted without further notice.

9. PETS:

- a. Pets are not permitted inside the Rental Unit or otherwise on the Rental Unit property without the prior written approval of the Landlord, which approval shall be in the form of a pet policy addendum to this agreement. The addendum will be signed by the Landlord and Tenant and appended to this agreement.



If permitted, below is a list of pets at the Rental Unit.

1.	
2.	

- b. The Tenant shall always comply with any Tsartlip First Nation Animal By-Laws.
- c. The Tenant shall meet their obligations for care of the Rental Unit and property as outlined in this agreement, the Tsartlip First Nation Housing Rental Policy, and the pet policy addendum to this agreement.
- d. The Tenant will be solely responsible for any damage to the Rental Unit that is caused by their pet(s).

10. USE OF THE RENTAL UNIT:

- a. Subject to this agreement, the Tenant shall not use, or permit others to use, the Rental Unit for any purpose other than as a residential dwelling.
- b. The Tenant shall not disturb the peace, and shall not permit others to disturb the peace, in or around the Rental Unit. If the Landlord determines, in its sole discretion, and acting reasonably, that a person residing at the Rental Unit has a pattern of behaviour that persistently disturbs the peace in or around the Rental Unit, then the Landlord may terminate this agreement.
- c. All disturbances to the peace will be reported directly to the RCMP. The RCMP will forward a report to Tsartlip First Nation Chief & Council where the report will be shared with the Housing Manager who will follow up on disturbance of peace / RCMP reported event. A letter will be issued to the Tenant stating acknowledgement of disturbance / RCMP reported event. A second report will serve as recommendation to evict the Tenant. All reported RCMP events will be treated in the same fashion where members may be subject to eviction.
 - i. Non-emergency line: (250-656-3931)
 - ii. Emergency line: Please dial (9-1-1)
- d. Evictions may be 30 days or immediate, depending on the severity of the disturbance. Immediate evictions will consist of a 30-minute supervised period to gather personal items, where locks will be changed. Tenants will be provided supervised access to the unit to gather all other items once a moving truck has been secured. This must occur within two weeks notice of immediate eviction to enable Tsartlip First Nation to prepare the unit for the next Tenant and prevent loss of revenue.
- e. The Tenant shall not sell, or permit others to sell, drugs, alcohol or any illicit goods or services from the Rental Unit. If the Landlord determines, in its sole discretion and acting reasonably, that a person residing at the Rental Unit is selling drugs, alcohol or any illicit goods or services from the Rental Unit, then the Landlord may terminate this agreement for cause.
- f. The Tenant shall not operate, or permit others to operate, a home-based business from the Rental Unit without the prior written permission of the Landlord.



- g. If permitted, the Tenant shall not keep pets or permit pets to be kept at the Rental Unit, except as provided for under this agreement.
- h. The Tenant shall not make any alterations to the Rental Unit, or to the use and occupation of the Rental Unit, without the prior written permission of the Landlord.

11. ASSIGNED OR SUBLET:

- a. The Tenant may not assign or sublet the rental unit to another person. The Rental Unit is for Authorized Occupants as part of this Agreement.

12. CONDITION INSPECTIONS:

- b. For the duration of this Tenancy agreement, the rental unit is the Tenant's home, and the Tenant is entitled to quiet enjoyment, reasonable privacy, and freedom from unreasonable disturbance and exclusive use of the Rental Unit.
- c. The Landlord and Tenant shall jointly inspect the condition of the Rental Unit:
 - i. upon execution of this agreement and prior to the Tenant moving into the Rental Unit;
 - ii. at any time when the Tenant starts keeping a pet during the Tenancy;
 - iii. at the end of the Tenancy;
 - iv. at any time as may be required by an external funder (e.g., CMHC); and
 - v. at any other time as the Landlord may reasonably require.
- d. The Landlord may enter and inspect the Rental Unit at any time and for any reason with 24 hours' prior written notice to the Tenant.
- e. The Landlord may enter and inspect the Rental Unit without notice to the Tenant if one or more of the following applies:
 - i. there is an emergency, and the entry is necessary to protect life or property;
 - ii. the Tenant gives the Landlord permission; or
 - iii. there is evidence that the Tenant has abandoned the Rental Unit for a period of 30 or more consecutive days, and the Tenant has not provided written notice of the absence to the Landlord.

13. REPAIRS and MAINTENANCE:

- a. The Landlord and Tenant(s) are responsible for repairs as outlined in the Tsartlip First Nation Housing Rental Policy. Landlord and Tenant Responsibilities are inserted from the policy as follows.

Landlord Responsibilities

- a. Tsartlip First Nation is responsible for ensuring that its housing units and premises remain in a safe, healthy, and habitable physical condition.



- b. Tsartlip First Nation must provide the Tenant with reasonable notice prior to completing any inspections, repairs, replacements, or maintenance.
- c. Tsartlip First Nation is responsible for completing all Major and Health and Safety repairs and replacements resulting from everyday wear and tear, which include (but are not limited to):
 - i. Repairing or replacing electrical wiring or switches.
 - ii. Repairing or replacing broken or non-functioning smoke detectors.
 - iii. Repairing or replacing leaking or broken pipes.
 - iv. Repairing or replacing major bathroom fixtures or components (i.e., sinks, toilets, bathtubs, shower stalls, mirrors, and fans) not included in Tenant responsibilities. This includes fixing major blockages that the Tenant is unable to resolve as part of Tenant responsibilities.
 - v. Repairing or replacing major internal, household fixtures (i.e., doors, windows, stairs, paint, railings, and flooring).
 - vi. Repairing or replacing major, external household fixtures (i.e., steps, pathways, paint, railings, ramps, chimney, the driveway, and gutters). Structural-type repairs or replacements (i.e., ceilings, walls, roof, foundation) that Includes cracks, water damage, holes, and leaks.
 - vii. Repairing or replacing furnaces, base boards, central air conditioners, ceiling fans, insulation, hot water heaters, propane delivery systems, and fireplaces.
 - viii. Any repairs or maintenance of major appliances owned by Tsartlip First Nation (i.e., those that come with the unit).
 - ix. Cleaning the chimneys as necessary.
- d. Any issue related to the unit or premises that poses a health or safety threat to any unit Occupants or neighboring residents, such as:
 - i. Electrical or fire hazards (i.e., exposed wiring, smoking appliances).
 - ii. Disconnected hydro.
 - iii. Rodent, major insect and/or bed bug infestations.
 - iv. Gas leaks.
 - v. Broken heating systems during winter.
 - vi. Mould.
 - vii. Sanitary sewer discharge.
 - viii. Collapsing structural components (i.e., roof, foundation, walls).
- e. Abuse of any of the above items that results in the requirement for repair or replacement is at the Tenants expense.
- f. Continued abuse may result in recommendation of eviction.
- g. Repair or replacement of Tenants own abuse must be completed by a certified company and approved by the Tsartlip First Nation Housing Committee. A copy of the repair invoice must be submitted to Housing Committee.



- h. If Tenants fail to repair or replace own abuse, Tsartlip First Nation will repair this deficiency and the cost will be added to the Tenants rental statement for reimbursement.
- i. Tsartlip First Nation is responsible for completing annual / routine maintenance and inspections in accordance with any Tsartlip First Nation maintenance strategies

Tenant Responsibilities

- a. Tenants must always maintain their unit and premises in a reasonable condition.
- b. The Tenant shall provide Tsartlip First Nation with access to the unit or premises to complete any Health and Safety, Major, or Annual / Routine maintenance, inspections, repairs, or replacements. Provided proper notice has been given in advance.
- c. Tenants are responsible for completing general household maintenance and Minor repairs and replacements, which include (but are not limited to):
 - i. House cleaning.
 - ii. Vacuuming.
 - iii. Window cleaning.
 - iv. General sink, toilet, shower maintenance (i.e., keeping clean, unblocked and in good working order).
 - v. Cleaning appliances (including removing the lint from the dryer after each use).
 - vi. Cleaning furnace or other air filters.
 - vii. Cleaning out the dryer duct in the Spring and Fall.
 - viii. Monitoring and wiping up moisture.
 - ix. Keeping the yard or common areas free from garbage or debris.
 - x. General yard maintenance and weeding.
 - xi. Garbage removal.
 - xii. Including keeping garbage bins clean.
 - xiii. Removal of broken-down vehicles and/or recreational vehicles.
 - a. Only functional vehicles that are insured may occupy the parking spaces of any rental unit. Uninsured, non-functional vehicles may be towed at the expense of the Tenant / vehicle owner.
 - b. In common parking lots there is one dedicated parking space per unit. Vehicles parked outside of their dedicated parking space may be towed at the expense of the Tenant / vehicle owner.
 - xiv. Snow removal.
 - xv. Ensuring smoke detectors are in good working order.
 - xvi. Replacing light bulbs.
 - xvii. Changing furnace or other air filters.
 - xviii. Repairing minor fixtures (i.e., broken doorknobs, light switch plates).
 - xix. Minor bathroom replacements (i.e., shower curtains, toilet seat covers).



- xx. Repairing or replacing small parts for taps or fixtures (i.e., washers, screws, hinges). Minor plumbing must be completed by the maintenance crew and /or a certified plumber as deemed necessary.
 - xxi. Minor repairs to walls (i.e., scratches / marks, chipped paint), drywall, doors, and windows. Any abuse to the drywall of the Tenant unit will be at the expense of the Tenant. The abuse must be corrected by the Owner. If the Tenant fails to correct the abuse, the abuse will be corrected by Tsartlip First Nation and the cost will be added to the rental statement for reimbursement.
 - xxii. Checking and replacing batteries in the smoke alarm (if applicable and not wired in).
- d. Tenants are responsible for paying all costs associated with general household maintenance and Minor repairs and replacements and for all damage caused to the units.
 - e. Tenants are responsible for paying all costs associated with fixing any damaged due to the actions of the Tenant, Occupants, or guests. If the damage has not been repaired by the Tenant within 30 days, Tsartlip First Nation will repair the damage at the cost to the Tenant.
 - i. This is in addition to any other policies and procedures regarding Tenant damage or neglect in this Section.
 - ii. Tenants must immediately notify the Housing Department if there are any Health and Safety or Major repairs, replacements, or maintenance required. This includes notifying the Housing Department of any water leaks.
 - f. Tenants will not complete any Major or Health and Safety repairs, replacements, or maintenance without the written approval of the Housing department.

14. EMERGENCY REPAIRS:

- a. The Landlord must post and maintain in a conspicuous place on the residential property or give the Tenant in writing; the name and telephone number of the designated contact person for emergency repairs.
- b. If emergency repairs are required, the Tenant must make at least two attempts to telephone the Landlord's designated contact person, the Housing office, maintenance crew, or Band Administrator. The Tenant must allow the Landlord reasonable time to complete the repairs.
 - i. Administrator:
 - ii. Housing Office:
 - iii. Maintenance:
- c. If the emergency repairs are still required, the tenant may undertake the repairs and claim reimbursement from the Landlord; provided a statement of account and receipts are given to the Landlord. The landlord may take over completion of the emergency repairs at any time.
- d. Emergency repairs must be urgent and necessary for the health and safety of persons or preservation or use of the residential property and are limited to repairing:



- i. Major leaks in pipes or the roof;
 - ii. Damage or blocked water or sewer pipes or plumbing fixtures;
 - iii. The primary heating system(s);
 - iv. Damaged or defective locks that give access to a rental unit;
 - v. The electrical system; or
 - vi. any other damage that poses an immediate and urgent jeopardy to the Rental Unit or to the health and safety of Occupants, guests, or any other person.
- e. Emergency repairs can be reported 24 hours a day, 7 days a week. Non-Emergency repairs are to be reported during office hours only.

15. LOCKS:

- a. The Landlord must not change locks or other means of access to residential property unless the Landlord provides each Tenant with new keys and others means of access to the residential property. The Landlord may change locks in the case of eviction.
- b. Then Tenant must not change locks or other means of access to the Rental Unit unless the Landlord consents in advance, in writing.
- c. If a Tenant misplaces the keys to the property, the cost is carried by the Tenant and charged to the statement.
- d. Tsartlip First Nation will always change locks between change of Tenants.
- e. Tsartlip First Nation will provide one key to the Tenant. The Tenant may arrange and/or make additional key(s) at the Tenant's own expense, which may be provided to authorized occupants listed in this agreement.

16. ENDING THE TENANCY:

- a. The Landlord and Tenant may mutually agree in writing to end this tenancy agreement at any time.
- b. The Tenant may end this agreement at any time by giving the Landlord at a minimum of 30 days written notice. The Tenant is responsible for payment of any Rent due within the 30-day period. This written notice must:
 - i. Include the address of the rental unit;
 - ii. A forwarding address;
 - iii. Include the date the tenancy is to end; and
 - iv. Be signed and dated by the Tenant.
- c. A notice given the day before the rent is due in the month ends the tenancy at the end of the following month. [For example; if the Tenant wishes to move at the end of May, the Tenant must make sure the Landlord receives written notice on or before April 30th].
- d. The Landlord may terminate this agreement for cause at any time in accordance with the Eviction section of this Agreement.



- e. The Tenant acknowledges and agrees that once notice of termination has been given by either Party to the other, the Landlord may enter the Rental Unit to show the Rental Unit to prospective tenants upon 24 hours written notice to the Tenant. The Tenant shall be liable for any damages the Landlord may experience, including but not limited to lost rent, and for any interference or obstruction by or on behalf of the Tenant with the Landlord's efforts to enter the Rental Unit for this purpose.

17. VACATING THE RENTAL UNIT:

- a. The Tenant shall deliver up vacant possession of the Rental Unit to the Landlord on or before 1:00 p.m. of the day the tenancy and this agreement are deemed to end (the "Termination Date"). Vacant possession means removing all persons and personal possessions from the Rental Unit and the premises and returning all keys and access devices to the Landlord.
- b. On or before the Termination Date, the Tenant shall leave the Rental Unit in a clean, undamaged condition to facilitate immediate re-rental. Re-rentable condition means:
 - i. all garbage removed from Rental Unit;
 - ii. all surfaces cleaned and all storage fixtures (cabinets, closets, etc.) empty and clean;
 - iii. all electric light bulbs functioning and in place;
 - iv. refrigerator and/or freezer cleaned of all food and stains and defrosted;
 - v. floors and walls are cleaned and washed;
 - vi. carpets vacuumed and cleaned; all stains shampooed out;
 - vii. all light fixtures whole and undamaged;
 - viii. range cleaned and free of all grease/debris inside and out, all fuses in working order;
 - ix. washer and dryer cleaned inside and out; and
 - x. all debris cleaned out from under or behind any appliances.
- c. The Tenant shall be liable for any expense or loss incurred by the Landlord due to the failure of the Tenant to vacate the Rental Unit promptly and as required, or to leave it in an immediately re-rentable condition.

18. LANDLORD TO GIVE TENANCY AGREEMENT TO TENANT:

- a. The Landlord must give the Tenant a copy of this agreement promptly and in any event within 21 days of entering into the agreement.

19. EVICTION:

- a. If the Tenant fails to perform or observe any of their responsibilities in this agreement or in the Tsartlip Housing Rental Policy, or otherwise breaches the terms of this agreement or the Tsartlip First Nation Housing Rental Policy, and, if required under the Tsartlip First Nation



Housing Rental Policy, the Tenant has been provided the opportunity to correct the breach, the Landlord may terminate this agreement for cause and issue an eviction notice, and thereupon the tenancy and the Tenant's rights under this Agreement shall cease absolutely, without right of re-entry, and the Landlord or its agent may re-enter the Rental Unit or any part of it, and thereafter have, possess and enjoy it as if this agreement had not been made.

- b. Without limiting the generality of the preceding paragraph (**Error! Reference source not found.**), the Landlord may, at its sole discretion, issue an eviction notice if one or more of the following applies:
 - i. the Tenant fails to correct a breach of this Agreement, or the Tsartlip First Nation Housing Rental Policy in response to a Notice of Breach within the time in the notice.
 - ii. the Landlord determines that the Tenant made false declarations on their housing application and was allocated the Rental Unit as a result of the false declarations.
 - iii. the Tenant, an Authorized Occupant and/or guest is convicted of engaging in illegal activities in the Rental Unit.
 - iv. the Tenant, an Authorized Occupant and/or guest has caused willful and/or extraordinary damage to the Rental Unit and/or the Landlord's property within the Rental Unit.
 - v. the Tenant, an Authorized Occupant and/or guest has caused a nuisance or an on-going disturbance to the community or has adversely affected or is likely to adversely affect the health, safety or well-being of the community.
 - vi. the Tenant ceases to be a Tsartlip First Nation member or there are no Authorized Occupants who are Tsartlip First Nation members; or
 - vii. the Tenant has failed to comply with a material term of this agreement.
- c. Upon receiving an eviction notice, the Tenant shall have 30 days to vacate the Rental Unit and shall leave the Rental Unit in the condition required under the Vacating the Rental Unit clause of this agreement.
- d. Upon receiving a notice for immediate eviction, the Tenant shall have a 30-minute supervised period to gather personal items, where locks will be changed. Tenants will be provided supervised access to unit to gather all other items once a moving truck has been secured. This must occur within two weeks notice of immediate eviction to enable Tsartlip First Nation to prepare the unit for the next Tenant and prevent loss of revenue.

20. INSURANCE AND INDEMNITY:

- a. The Tenant is solely responsible for insuring their own personal property at their own expense against loss from all causes. The Landlord will in no event be responsible for the loss, destruction, theft of, or damages to, such property.



- b. The Tenant shall indemnify and save the Landlord harmless from all liabilities, fines, suits and claims of any kind for which the Landlord may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit.
- c. The Tenant shall not do, or omit to do, anything which may render void or voidable any policy of insurance held by the Landlord generally. This may result in a notice of immediate eviction.
- d. The Landlord shall maintain replacement insurance for the Rental Unit in case of damage or destruction caused by fire, earthquake, flooding or another act of God.
- e. The Tenant shall be responsible to pay the deductible on the Landlord's insurance for any claims arising because of wilful damage to the Rental Unit caused by the Tenant, an Authorized Occupant and/or guest.
- f. Tsartlip First Nation recommends that all Tenants purchase Contents insurance. Tsartlip First Nation will not replace contents lost under any claim or provide cash / cheque to replace lost items for any purpose.

21. LIABILITY

- a. The Landlord shall not, in any event whatsoever, be liable or responsible in any way for:
 - i. any personal injury or death that may be suffered or sustained by the Tenant, an Authorized Occupant, or any agent or guest or any other person who may be in or at the Rental Unit;
 - ii. any loss or damage or injury to any property, including cars and contents thereof belonging to the Tenant, or to an Authorized Occupant or to any other person while such property is at or in the Rental Unit;
 - iii. without limiting the generality of the foregoing, any damages to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Rental Unit, or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any place;
 - iv. any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
 - v. any damage to or loss of any property left at or in the Rental Unit subsequent to the Tenant giving up possession of the Rental Unit whether or not said deliver of possession by the Tenant was voluntary, whether caused or attributable to anything done or omitted to be done by the Landlord or any other person; or
 - vi. any damage to or loss of property incurred by the Tenant as a result of an Act of God, including but not limited to the following: severe storm, lightning, flood, earthquake, infestation of animals, and insects.

22. RESOLUTION OF DISPUTES:

- a. If there is a dispute between the Parties with respect to the rights and obligations of the Parties under this agreement, the terms of this agreement, or any other matter related to



this agreement, such dispute shall be resolved through the appeal process set out in the Tsartlip First Nation Housing Rental Policy.

23. ADDITIONAL TERMS:

- a. The following are additional terms agreed to between the Landlord and Tenant.

- b. Attached to this tenancy agreement, there is:

[] an Addendum

[] NOT an Addendum

Acceptance of this Tsartlip Housing Rental Lease Agreement is on the following page.



24. ACCEPTANCE:

BY SIGNING THIS TSARTLIP HOUSING RENTAL LEASE AGREEMENT, THE LANDLORD AND TENANT(S) ARE BOUND BY ITS TERMS.

SIGNATURES

LANDLORD:

[Print Name] on behalf of Landlord

Signature of Landlord

Date

TENANT(S):

Print Name of Tenant

Signature of Tenant

Date



Appendix E: Work Order Request

WORK ORDER REQUEST FORM	
DATE:	NAME:
ADDRESS:	CONTACT #:
DOES HOME HAVE PETS? YES / NO	
<i>All pets much be contained when maintenance personnel arrive.</i>	
NATURE OF PROBLEM?	
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
ASSIGNED TO:	DATE RECEIVED:
WORK APPROVED BY:	
DETAIL WORK COMPLETED: Attach copy of PO, chq req, receipts, invoices as applicable.	
<hr/> <hr/> <hr/> <hr/>	
IF INCOMPLETE EXPLAIN AND PROVIDE ALTERNATION RECOMMENDATIONS IF APPLICABLE:	
TASK COMPLETED BY:	
DATE:	



Appendix F: Maintenance Responsibility List

- All requests for repairs shall be assessed by the Housing Department.
- Any damage to the property or premises resulting from the Tenant(s) neglect or failure to perform the noted repairs and maintenance will be the responsibility of the Tenant(s) to correct at the Tenant's expense.

Tenants Responsibility:

1. Furnace maintenance (changing of filters recommended every three months)
2. Wood stove maintenance (cleaning)
3. Kitchen stove maintenance (cleaning)
4. Fridge maintenance (cleaning)
5. Exterior building maintenance (keep patios, stairwells and sidewalks clear of debris for safety reasons)
6. Interior building maintenance (general)
7. Floor maintenance (proper cleaning)
8. Minor walls and ceiling repairs (no crayon/marker marks)
9. All Interior Door repairs (due to tenant abuse)
10. Window repairs (due to tenant abuse)
11. Window glass and screen repairs (due to tenant abuse)
12. Window blinds (due to tenant abuse)
13. Patio doors and screens (due to tenant abuse)
14. Light fixtures (due to tenant abuse)
15. Light switches and electrical covers (due to tenant abuse)
16. Bug & Rodent issues
17. Driveway, and yard upkeep.

Housing Department Responsibility:

1. Furnace inspection (annually)
2. Furnace replacement (motors, burners, etc.)
3. Chimney cleaning and Duct cleaning (annually)
4. Chimney Sweeps and repairs
5. Kitchen stove repairs or replacement
6. Fridge repairs or replacement
7. Exterior staining (five (5) years if necessary)
8. Interior painting (five (5) years if necessary)
9. Roof repairs
10. Electrical system
11. Plumbing (except abuse)
12. Leaves trough and downspout cleaning and/or replacement
13. Hot water tank repairs and replacement
14. Septic Tank Cleaning (minimum five-year cycle)
15. Regular inspections of above to ensure compliance

Housing Department, Public Works & Housing Office, 250-652-3988



Appendix G: Notice to Access Rental Unit

To:

Date:

Housing Unit Identification:

Notice to Access Rental Unit

Tsartlip First Nation hereby gives notice of the intent to access the premises to carry out:

- Repairs or maintenance work
- An inspection of repairs/renovation work
- An annual inspection/unit condition review
- A move-in inspection/unit condition review
- A move-out inspection/unit condition review
- Other _____

An authorized representative of Tsartlip First Nation intends to access the property between 8:30 a.m. and 4:30 p.m. on _____.

Please contact the housing Department at 250-652-3988 if this time is not appropriate and to schedule another date/time to access the unit within the next two-week period. Failure to do so shall require the housing Department to provide 24-hour notice to access the unit without consent and they shall do so accompanied by a witness to the inspection.

If you have any questions or concerns, please contact the housing Department at 250-652-3988.

Housing Department
Tsartlip First Nation



Appendix H: Condition Inspection Report

Unit Information	
Street Address	
Tenant's Name	
Home Phone	
Other Phone	
Email Address	
Report ID# (N,E)	
Move in Date	
<i>Insert Photo of Property</i>	

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



ROOFING

ROOFING	Y	N	R
Roof Covering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flashing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chimneys, Penetrations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Drainage Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Roof Material	xx	Viewed Roof From:	xx
3 Tab Fiberglass	<input type="checkbox"/>	Ground	<input type="checkbox"/>
Asphalt Shingle	<input type="checkbox"/>	Walked the roof	<input type="checkbox"/>
Architectural	<input type="checkbox"/>	Ladder	<input type="checkbox"/>
Roll Roofing	<input type="checkbox"/>	Binoculars	<input type="checkbox"/>
Half-Lap	<input type="checkbox"/>		
Built-up	<input type="checkbox"/>		
Slate	<input type="checkbox"/>		
Rubber Membrane	<input type="checkbox"/>		
Concrete	<input type="checkbox"/>		
Tile	<input type="checkbox"/>		
Tar and Gravel	<input type="checkbox"/>		
Cedar Shakes	<input type="checkbox"/>		
Metal	<input type="checkbox"/>		
Asbestos	<input type="checkbox"/>		
Wood Shakes	<input type="checkbox"/>		
Modified Bitumen	<input type="checkbox"/>		
Ceramic / Clay	<input type="checkbox"/>		
Asphalt / Fiberglass	<input type="checkbox"/>		
Corrugated Fiberglass	<input type="checkbox"/>		

SKYLIGHTS	xx	EXT. CHIMNEY	xx
None	<input type="checkbox"/>	None	<input type="checkbox"/>
One	<input type="checkbox"/>	Masonry Stucco	<input type="checkbox"/>
Two	<input type="checkbox"/>	Block	<input type="checkbox"/>
Three	<input type="checkbox"/>	Metal Flue Pipe	<input type="checkbox"/>
More than three	<input type="checkbox"/>	Brick	<input type="checkbox"/>
Ventilating	<input type="checkbox"/>	Comp. Board	<input type="checkbox"/>
Fixed	<input type="checkbox"/>	EIFS (Stucco)	<input type="checkbox"/>
Homemade	<input type="checkbox"/>	Metal Siding	<input type="checkbox"/>
Motorized	<input type="checkbox"/>	Stone	<input type="checkbox"/>
Solar Tube	<input type="checkbox"/>	Cement Fiber	<input type="checkbox"/>
Custom Made	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Roof Windows	<input type="checkbox"/>	Panels	<input type="checkbox"/>
	<input type="checkbox"/>	Other	<input type="checkbox"/>

ROOFING NOTES, DEFECTS, REPAIRS REQUIRED



X
X
X
X
X
X
X
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X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



EXTERIOR

EXTERIOR	Y	N	R
Wall Cladding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flashing and Trim	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Balconies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Railings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porch and Patio Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Covers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grading	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drainage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Retaining Walls and Related Structures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Porches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Eaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soffit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fascia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SIDING STYLE	XX	SIDING MATERIAL	XX
Bevel	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Channel	<input type="checkbox"/>	Vinyl	<input type="checkbox"/>
Drop	<input type="checkbox"/>	EIFS	<input type="checkbox"/>
Lap	<input type="checkbox"/>	Cement Fiber	<input type="checkbox"/>
Log	<input type="checkbox"/>	Masonry Panels	<input type="checkbox"/>
Ship Lap	<input type="checkbox"/>	Logs	<input type="checkbox"/>
Shakes	<input type="checkbox"/>	Aluminum	<input type="checkbox"/>
Shingles	<input type="checkbox"/>	Shingles	<input type="checkbox"/>
Vertical Lap	<input type="checkbox"/>	Cedar	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Shakes	<input type="checkbox"/>
Block and Mortar	<input type="checkbox"/>	Full Brick	<input type="checkbox"/>
Tongue and Groove	<input type="checkbox"/>	Brick Veneer	<input type="checkbox"/>
German Lap	<input type="checkbox"/>	Asphalt	<input type="checkbox"/>
T 1-11	<input type="checkbox"/>	Stone	<input type="checkbox"/>
Reverse Board and Batten	<input type="checkbox"/>	Metal	<input type="checkbox"/>
Brick	<input type="checkbox"/>	Corrugated Metal	<input type="checkbox"/>
Cement Stucco	<input type="checkbox"/>	Plywood	<input type="checkbox"/>
Batten	<input type="checkbox"/>	Unfinished	<input type="checkbox"/>
EXT. DOORS	XX	APPURTENANCES	XX



Wood	<input type="checkbox"/>	Deck	<input type="checkbox"/>
Steel	<input type="checkbox"/>	Deck with Steps	<input type="checkbox"/>
Hollow Core	<input type="checkbox"/>	Sidewalk	<input type="checkbox"/>
Solid	<input type="checkbox"/>	Patio	<input type="checkbox"/>
Single Pane	<input type="checkbox"/>	Porch	<input type="checkbox"/>
Insulated Glass	<input type="checkbox"/>	Covered Porch	<input type="checkbox"/>
Plastic Comp.	<input type="checkbox"/>	Ramp	<input type="checkbox"/>
Insulated Door	<input type="checkbox"/>	Steps w/ Railing	<input type="checkbox"/>
Fiberglass	<input type="checkbox"/>	Balcony	<input type="checkbox"/>
Insul. Fibergalss	<input type="checkbox"/>	Other	<input type="checkbox"/>

DRIVEWAYS	XX
Asphalt	<input type="checkbox"/>
Gravel	<input type="checkbox"/>
Brick	<input type="checkbox"/>
Dirt	<input type="checkbox"/>
Cobblestone	<input type="checkbox"/>
Street Parking	<input type="checkbox"/>
Parking Lot	<input type="checkbox"/>
Shared Drive	<input type="checkbox"/>
Not Visible	<input type="checkbox"/>
Other	<input type="checkbox"/>

EXTERIOR NOTES, DEFECTS, REPAIRS REQUIRED	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	
X	

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

STRUCTURAL COMPONENTS



STRUCTURAL COMPONENTS	Y	N	R
Foundation/Basement/ Crawlspace	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Columns or Piers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roof Structure Including Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOUNDATION	XX	WALL STRUCTURE	XX
Masonry Block	<input type="checkbox"/>	Brick	<input type="checkbox"/>
Pressure Treated Wood	<input type="checkbox"/>	Block	<input type="checkbox"/>
Poured Concrete	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Brick	<input type="checkbox"/>	2x4 Wood	<input type="checkbox"/>
Skirting	<input type="checkbox"/>	2x6 Wood	<input type="checkbox"/>
Concrete Slab	<input type="checkbox"/>	Metal Studs	<input type="checkbox"/>
Aesthetic Block	<input type="checkbox"/>	Diameter Logs	<input type="checkbox"/>
Rock	<input type="checkbox"/>		<input type="checkbox"/>

FLOOR STRUCTURE	XX	COLUMNS/PIERS	XX
2x6	<input type="checkbox"/>	Wood Piers	<input type="checkbox"/>
2x8	<input type="checkbox"/>	Brick Piers	<input type="checkbox"/>
2x10	<input type="checkbox"/>	Supporting Walls	<input type="checkbox"/>
2x12	<input type="checkbox"/>	Dry Stacked Stone	<input type="checkbox"/>
Wood Beams	<input type="checkbox"/>	Dry Stacked Brick	<input type="checkbox"/>
Engineered Floor Joists	<input type="checkbox"/>	Dry Stacked Block	<input type="checkbox"/>
Steel I-Beam	<input type="checkbox"/>	Mortared Material	<input type="checkbox"/>
Slab Floor	<input type="checkbox"/>	Block Supports	<input type="checkbox"/>
Concrete Floor	<input type="checkbox"/>	Steel Screw Jacks	<input type="checkbox"/>
Not Visible	<input type="checkbox"/>	Steel Lally Columns	<input type="checkbox"/>



ROOF STRUCTURE	XX	TYPE OF ROOF	XX
Engineered Trusses	1=1	Gable Roof	1=1
2x4 Rafters	1=1	Gable w/Dormers	1=1
2x6 Rafters	1=1	Gable w/ Addition	1=1
2x8 Rafters	1=1	Double Gable	1=1
2x10 Rafters	1=1	Multiple Dormers	1=1
2x12 Rafters	1=1	Hip Roof	1=1
Steel Trusses	1=1	Shed Roof	1=1
Lateral Bracing	1=1	Gambrel Roof	1=1
Common Board	1=1	Round	1=1
Wood Slats	1=1	Geodesic Dome	1=1
Plywood Sheathing	1=1	A-Frame	1=1
Collar Ties	1=1	Flat Roof	1=1
Not Visible	1=1	Other	1=1

CEILING STRUCTURE	XX	CRAWLSPACE VIEWED FROM	XX
2x4	1=1	Crawled	1=1
2x6	1=1	From Entry	1=1
2x8	1=1	Unsafe Conditions	1=1
2x10	1=1	No Crawlspace	1=1
Diameter Logs	1=1	Standing Water	1=1
Not Visible	1=1	No Access	1=1

ATTIC INFORMATION	XX	ATTIC VIEWED FROM	XX
Attic Hatch	1=1	Entry	1=1
Pull Downstairs	1=1	Walked	1=1
Lighting in Attic	1=1	Inaccessible	1=1
Scuttle Hole	1=1	From Stairs	1=1
Storage	1=1	Partial Viewing	1=1

STRUCTURAL NOTES, DEFECTS, REPAIRS REQUIRED
X
X
X
X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



INTERIOR

INTERIOR INFORMATION	Y	N	R
Ceilings			
Walls			
Floors			
Windows (representative number)			
Doors			
Counter Tops and Cabinets			
Steps, Stairways, Railings			

FLOOR COVERINGS	XX	CEILING MATERIALS	XX
Carpet	<input type="checkbox"/>	Drywall	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Sheetrock	<input type="checkbox"/>
Hardwood T and G	<input type="checkbox"/>	Wallpaper	<input type="checkbox"/>
Laminate T and G	<input type="checkbox"/>	Wallpaper/ Painted Over	<input type="checkbox"/>
Vinyl	<input type="checkbox"/>	Ceiling Tile	<input type="checkbox"/>
Linoleum	<input type="checkbox"/>	Plaster	<input type="checkbox"/>
Unfinished	<input type="checkbox"/>	Suspended Ceiling Tile	<input type="checkbox"/>
Wood Planking	<input type="checkbox"/>	Comp. Mineral Fiberboard	<input type="checkbox"/>
9" Tile (possible asbestos)	<input type="checkbox"/>	Textured Sheetrock	<input type="checkbox"/>
T and G Planking	<input type="checkbox"/>	Unfinished Ceiling	<input type="checkbox"/>
Tile	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Stone	<input type="checkbox"/>	Comp. Particleboard	<input type="checkbox"/>
Self Adhesive Tile	<input type="checkbox"/>	Plywood	<input type="checkbox"/>

WINDOW TYPES	XX	BRAND	XX
Thermal (insulated)	<input type="checkbox"/>		<input type="checkbox"/>
Non-Insulated	<input type="checkbox"/>		<input type="checkbox"/>
Single Pane	<input type="checkbox"/>		<input type="checkbox"/>
Jalousie	<input type="checkbox"/>		<input type="checkbox"/>
Awning	<input type="checkbox"/>		<input type="checkbox"/>
Bow Window	<input type="checkbox"/>		<input type="checkbox"/>
Storm Windows	<input type="checkbox"/>		<input type="checkbox"/>
Tilting Windows	<input type="checkbox"/>		<input type="checkbox"/>
Double-Hung	<input type="checkbox"/>		<input type="checkbox"/>
Single-Hung	<input type="checkbox"/>		<input type="checkbox"/>
Sliders	<input type="checkbox"/>		<input type="checkbox"/>
Casement Windows	<input type="checkbox"/>		<input type="checkbox"/>
Both Insul. and Non- Insul.	<input type="checkbox"/>		<input type="checkbox"/>

INTERIOR WALL MATERIALS	XX	INTERIOR DOORS	XX
Drywall	<input type="checkbox"/>	Hollow Core	<input type="checkbox"/>
Sheetrock	<input type="checkbox"/>	Solid Core	<input type="checkbox"/>



Plaster	<input type="checkbox"/>	Masonite	<input type="checkbox"/>
Paneling	<input type="checkbox"/>	Raised Panel	<input type="checkbox"/>
Wallpaper	<input type="checkbox"/>	Recess Sculptured	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Metal	<input type="checkbox"/>
Unfinished	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Tile	<input type="checkbox"/>	Homemade Doors	<input type="checkbox"/>
Painted Wallpaper	<input type="checkbox"/>	Particleboard	<input type="checkbox"/>
Wainscoting	<input type="checkbox"/>	Sliding Pocket Doors	<input type="checkbox"/>

CABINETS	XX	COUNTER TOPS	XX
None Present	<input type="checkbox"/>	None Present	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Wood	<input type="checkbox"/>
Veneer	<input type="checkbox"/>	Veneer	<input type="checkbox"/>
Laminate	<input type="checkbox"/>	Corian	<input type="checkbox"/>
Plastic	<input type="checkbox"/>	Marble	<input type="checkbox"/>
Melamine	<input type="checkbox"/>	Composite	<input type="checkbox"/>
Homemade Cabinets	<input type="checkbox"/>	Laminate	<input type="checkbox"/>
Oak	<input type="checkbox"/>	Granite	<input type="checkbox"/>
Pine	<input type="checkbox"/>	Slate	<input type="checkbox"/>
Other Material	<input type="checkbox"/>	Other	<input type="checkbox"/>

INTERIOR NOTES, DEFECTS, REPAIRS REQUIRED
X
X
X
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X
X
X
X
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X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE

HEATING AND COOLING SYSTEMS

HEATING / CENTRAL AIR COND.	Y	N	R
-----------------------------	----------	----------	----------



Heating Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Normal Operating Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Automatic Safety Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooling Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas / LP Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Solid Fuel Heating Devices (woodstove, fireplace)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pellet Stove / Corn Stove / Multi-Fuel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chimneys, Flues and Vents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Distribution Systems, Fans, Controls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Presence of Heat Source in Each Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Presence of Cooling Source in Each Room	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

KEY: HU=HEATING UNIT CU=COOLING UNIT

HU and CU BRANDS	HU	CU
Unknown	<input type="checkbox"/>	<input type="checkbox"/>
None	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

HEAT- ENERGY SOURCE	xx	FIREPLACES	xx
Oil	<input type="checkbox"/>	Conventional (wood)	<input type="checkbox"/>
Natural Gas	<input type="checkbox"/>	Stand Alone	<input type="checkbox"/>
Propane	<input type="checkbox"/>	Gas Non-Vented	<input type="checkbox"/>
Kerosene	<input type="checkbox"/>	Gas Vented	<input type="checkbox"/>
Solar	<input type="checkbox"/>	Decorative Only	<input type="checkbox"/>
Electric	<input type="checkbox"/>	Prop. Gas Log Vented	<input type="checkbox"/>
Wood	<input type="checkbox"/>	Prop. Gas Log Non-V	<input type="checkbox"/>
Coal	<input type="checkbox"/>	Pellet Insert	<input type="checkbox"/>
Pellets	<input type="checkbox"/>	Sealed-off Fireplace	<input type="checkbox"/>
Corn or Alternate Fuel	<input type="checkbox"/>	None	<input type="checkbox"/>

FILTER TYPES	xx	DUCT WORK	xx
N/A (None)	<input type="checkbox"/>	Insulated	<input type="checkbox"/>
Washable	<input type="checkbox"/>	Non-Insulated	<input type="checkbox"/>
Disposable	<input type="checkbox"/>	Both (I and NI)	<input type="checkbox"/>
Electronic Air Cleaner	<input type="checkbox"/>	Partially Insulated	<input type="checkbox"/>
Cartridge	<input type="checkbox"/>	Galvanized Ducts	<input type="checkbox"/>
Multiple Filters	<input type="checkbox"/>	Possible Asbestos Material	<input type="checkbox"/>



Missing Filter	<input type="checkbox"/>	No Ducts	<input type="checkbox"/>
COOLING EQUIPMENT TYPE	xx	NUMBER OF FIREPLACES	
Heat Pump Forced Air	<input type="checkbox"/>		
Air Conditioning Unit	<input type="checkbox"/>	NUMBER OF WOOD STOVES	
Window A/C Unit	<input type="checkbox"/>		
Swamp Cooler	<input type="checkbox"/>	TOTAL NUMBER OF HEAT SYSTEMS	

NUMBER OF A/C ONLY UNITS

HEATING UNIT TYPE(S)	xx
Oil Fired Forced Warm Air	<input type="checkbox"/>
Steam Boiler	<input type="checkbox"/>
Hydronic (boiler)	<input type="checkbox"/>
Gas Fired Forced Warm Air	<input type="checkbox"/>
Radiant Floor Heating	<input type="checkbox"/>
Radiant Ceiling Heating	<input type="checkbox"/>
Electric Baseboard Heat	<input type="checkbox"/>
Oil Furnace Converted to Gas	<input type="checkbox"/>
Coal Furnace Converted to Oil	<input type="checkbox"/>
Coal Furnace Converted to Gas	<input type="checkbox"/>
Heat Pump Forced Air	<input type="checkbox"/>
Geothermal Convection Pump	<input type="checkbox"/>
Outdoor Boiler	<input type="checkbox"/>
Space Heater	<input type="checkbox"/>
Other	<input type="checkbox"/>
None	<input type="checkbox"/>



HEATING AND COOLING UNIT NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
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X
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X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



ELECTRICAL SYSTEM

ELECTRICAL SYSTEM	Y	N	R
Conductors - Service Entrance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Distribution Panel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Over-Current Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Grounding and Polarity of GFCI Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation of GFCI Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Branch Circuit Conductors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Compatibility of Over-Current Device to Branch Circuit Conductors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Over-Current Devices of Each Branch Circuit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

LOCATION-MAIN and DIST. PANELS	XX	ELECTRICAL PANEL CAPACITY	XX
Basement Wall	<input type="checkbox"/>	60 AMP	<input type="checkbox"/>
1st Level Wall	<input type="checkbox"/>	100 AMP	<input type="checkbox"/>
2nd Level Wall	<input type="checkbox"/>	125 AMP	<input type="checkbox"/>
3rd Level Wall	<input type="checkbox"/>	150 AMP	<input type="checkbox"/>
Garage / Carport	<input type="checkbox"/>	200 AMP	<input type="checkbox"/>
Hallway	<input type="checkbox"/>	225 AMP	<input type="checkbox"/>
Bedroom	<input type="checkbox"/>	(2) 200 AMP Panels	<input type="checkbox"/>
Closet	<input type="checkbox"/>	(2) 150 AMP Panels	<input type="checkbox"/>
Utility Room	<input type="checkbox"/>	(2) 100 AMP Panels	<input type="checkbox"/>
Other	<input type="checkbox"/>	Inadequate	<input type="checkbox"/>

ELECTRICAL PANEL MANUFACTURER	XX	OVER-CURRENT DEVICES	XX
	<input type="checkbox"/>	Circuit Breakers	<input type="checkbox"/>
Other	<input type="checkbox"/>	Fuses	<input type="checkbox"/>

ELEC. SERVICE CONDUCTORS	XX	BRANCH CIRCUIT MATERIAL	XX
Overhead Service	<input type="checkbox"/>	Copper	<input type="checkbox"/>
Lateral Service	<input type="checkbox"/>	Aluminum	<input type="checkbox"/>
Aluminum	<input type="checkbox"/>	Romex	<input type="checkbox"/>
Copper	<input type="checkbox"/>	Cotton Fiber Insulated	<input type="checkbox"/>
220 Volts	<input type="checkbox"/>	Shielded Cable	<input type="checkbox"/>
110 Volts	<input type="checkbox"/>	Conduit	<input type="checkbox"/>
Notes:	<input type="checkbox"/>	Knob and Tube	<input type="checkbox"/>



ELECTRICAL NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



PLUMBING SYSTEM

PLUMBING SYSTEM	Y	N	R
Plumbing Waste, Drain and Vent Systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Supply and Distribution System, Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Main Water Shutoff Device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water Systems, Controls, Flues and Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump Pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WATER SOURCE	xx	WATER FILTERS	xx
Well	<input type="checkbox"/>	Sediment Filter	<input type="checkbox"/>
Spring	<input type="checkbox"/>	Whole House Filter	<input type="checkbox"/>
Public Water Supply	<input type="checkbox"/>	Filter and Conditioning System	<input type="checkbox"/>
Shared Well	<input type="checkbox"/>	Faucet Filters Only	<input type="checkbox"/>
Other (Identify)	<input type="checkbox"/>	None	<input type="checkbox"/>

WATER SUPPLY INTO HOME	xx	WATER DIST. MATERIALS	xx
Copper	<input type="checkbox"/>	Copper	<input type="checkbox"/>
Black Hose	<input type="checkbox"/>	Galvanized	<input type="checkbox"/>
Pex	<input type="checkbox"/>	Pex	<input type="checkbox"/>
Poly	<input type="checkbox"/>	Poly	<input type="checkbox"/>
CPVC	<input type="checkbox"/>	CPVC	<input type="checkbox"/>
Galvanized	<input type="checkbox"/>	PVC	<input type="checkbox"/>
PVC	<input type="checkbox"/>	Other	<input type="checkbox"/>
Not Visible	<input type="checkbox"/>	Not Visible	<input type="checkbox"/>

PLUMBING WASTE MATERIAL	xx	WASHER DRAIN SIZE	xx
Cast Iron	<input type="checkbox"/>	1 1/2" Diameter	<input type="checkbox"/>
PVC	<input type="checkbox"/>	2" Diameter	<input type="checkbox"/>
ABS	<input type="checkbox"/>	No Washer Drain	<input type="checkbox"/>
Copper	<input type="checkbox"/>	Undersized	<input type="checkbox"/>
Lead	<input type="checkbox"/>	Not Visible	<input type="checkbox"/>

WATER HEATER CAPACITY	xx	WATER HEATER LOCATION	xx
30 Gallon	1=1	Basement	1=1
36 Gallon	1=1	Attic	1=1
38 Gallon	1=1	Downstairs Closet	1=1
40 Gallon	1=1	Under Stairs	1=1
(2) 40 gallon	1=1	Utility Room	1=1
50 Gallon	1=1	Washer / Dryer Room	1=1



65 Gallon	1=1	Concealed in Wall	1=1
66 Gallon	1=1	Crawlspace	1=1
75 Gallon	1=1	Main Floor	1=1
Two Heaters	1=1	Garage	1=1
Tankless Point-of-Use	1=1	Upper Level of Home	1=1
Unknown (obscured)	1=1	Bathroom Closet	1=1
No Water Heater	1=1	No Water Heater	1=1

WATER HEATER POWER SOURCE	xx
Electric	1=1
	1=1
Propane	1=1
Solar / Electrical Auxiliary	1=1
Zoned Hot Water From Boiler	1=1
None (Hot Water From Boiler Only)	1=1

WATER HEATER MFR.	xx	WATER HEATER MFR.	xx
	1=1		1=1

PLUMBING SYSTEM NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



INSULATION and VENTILATION

INSULATION and VENTILATION	Y	N	R
Attic Insulation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Insulation Under Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation of Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vapor Retarders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vent Systems For Kitchen, Bath, Laundry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ventilation of Foundation, Basement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vents, Thermostats and Controls - Attic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FLOOR INSULATION	xx	ATTIC INSULATION	xx
Faced	<input type="checkbox"/>	Faced	<input type="checkbox"/>
Unfaced	<input type="checkbox"/>	Unfaced	<input type="checkbox"/>
Fiberglass	<input type="checkbox"/>	Fiberglass	<input type="checkbox"/>
Batts	<input type="checkbox"/>	Batts	<input type="checkbox"/>
Foil Faced Reflective	<input type="checkbox"/>	Foil Faced Reflective	<input type="checkbox"/>
Vapor Barrier	<input type="checkbox"/>	Vapor Barrier	<input type="checkbox"/>
Encapsulated Fiberglass	<input type="checkbox"/>	Encapsulated Fiberglass	<input type="checkbox"/>
Foam	<input type="checkbox"/>	Rock Wool	<input type="checkbox"/>
Netted Loose Fill	<input type="checkbox"/>	Cellulose	<input type="checkbox"/>
R-11	<input type="checkbox"/>	Perlite / Vermiculite	<input type="checkbox"/>
R-19	<input type="checkbox"/>	Blown-In	<input type="checkbox"/>
R-22	<input type="checkbox"/>	R-19 or Less (poorly insulated)	<input type="checkbox"/>
R-25	<input type="checkbox"/>	R-22	<input type="checkbox"/>
R-30	<input type="checkbox"/>	R-30	<input type="checkbox"/>
None / Not Visible	<input type="checkbox"/>	R-38	<input type="checkbox"/>

ATTIC VENTILATION	xx	DRYER VENT MAT.	xx
Gable Vents	<input type="checkbox"/>	Flexible Vinyl	<input type="checkbox"/>
Soffit Vents	<input type="checkbox"/>	Flexible Metal	<input type="checkbox"/>
Ridge Vent	<input type="checkbox"/>	Rigid Metal	<input type="checkbox"/>
Passive Ventilation	<input type="checkbox"/>	Rigid PVC	<input type="checkbox"/>
Turbines	<input type="checkbox"/>	No Dryer or Vent	<input type="checkbox"/>
Thermostatically Controlled Fan	<input type="checkbox"/>		
Manually Switched Fan	<input type="checkbox"/>		
Solar Powered Fan	<input type="checkbox"/>		

EXHAUST FANS	xx	DRYER POWER SOURCE	xx
Fan Only	<input type="checkbox"/>	220 Electric	<input type="checkbox"/>
Fan w/Light	<input type="checkbox"/>	Gas	<input type="checkbox"/>



Fan w/Light and Heater	<input type="checkbox"/>	Propane	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	110 Volt Stackable	<input type="checkbox"/>
None	<input type="checkbox"/>	No Dryer	<input type="checkbox"/>

INSULATION / VENTILATION NOTES, DEFECTS, REPAIRS REQUIRED

X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X
X

KEY: Y=INSPECTED N=NOT INSPECTED R=REPAIR / REPLACE



Appendix I: Notice to Correct Tenant Damage

Date:

To: (insert tenant's name)

Address of the unit:

Notice delivered: By registered mail Posted on front door (date: _____)

Notice to Correct Tenant Damage

As confirmed by the inspection dated _____ of the unit located at _____ for which you are the primary tenant, you, your guest(s) or other occupant(s) of the unit has willfully or negligently damaged the unit and/or property. The inspection report confirms the following damage to the unit/property and the estimated repair cost for each item:

Repair item	Estimated repair cost

You can correct the tenant damage by making arrangements *satisfactory to the housing Department* by either:

- a) Repairing or replacing the damaged item(s) or
- b) Repaying the housing department, the cost of repairing or replacing the damaged item(s).

Under the terms of the lease agreement, and as a condition of your continued occupancy of the unit, you are obligated to repair the damage to the unit no later than (_____). Failure to do so shall result in legal action being taken to enforce the terms of the lease agreement.

Please contact a representative of the housing Department by phone at 250-652-3988 or in person no later than (insert date 14 days from the date of the notice) to confirm how you shall correct the tenant damage.

Housing Department
Tsartlip First Nation



Appendix J: Agreement to Correct Tenant Damage

Agreement to correct tenant damage between

The Tenant(s): _____

-And -
 Tsartlip First Nation

Address of rental unit: _____

I/we the Tenants, acknowledge our obligation to correct tenant damage in accordance with the terms of the lease agreement. I/we agree to correct tenant damage as noted below:

Repair item	Estimated repair cost

The damage shall be corrected by (check one):

- I/we shall repair or replace the damaged item(s):
 - a) I/we agree that the work shall be completed by _____.
 - b) I/we agree that the housing Department shall conduct an inspection of the repair work within 15 days of _____ to confirm that the repair work is complete and meets minimum property standards.
- I/we agree that the housing Department shall complete the required repairs and I/we agree to repay the housing Department the full costs of repairing/replacing the damaged item(s), plus an administrative fee of \$_____. Repayment shall be made in instalments as follows:

Payment due date	Payment amount
	\$
	\$
	\$

I/we understand that failure to meet the arrangements as noted above constitutes grounds for Tsartlip First Nation to take corrective action as outlined in the lease agreement.

Tenant Signature:	Date:
Tenant Signature:	Date:
Housing Department:	Date:



Appendix K: Notice of Rental Arrears (1-Week)

Appendix L: Notice of Rental Arrears (4-Weeks)

Appendix M: Notice of Rental Arrears (6-Weeks)



Appendix N: Arrears Repayment Agreement

Tsartlip First Nation Arrears Repayment Agreement

This Agreement made this ____ day of _____, at Brentwood Bay, in British Columbia

Between: Tsartlip First Nation
Hereinafter referred to as The Nation
As Creditor

AND

As Debtor

And Whereas: _____ is/are indebted to the Nation in the amount
\$ _____ as at the ____ day of _____.

And Whereas: The parties hereto agree to the following terms and conditions for the repayment of the
outstanding debt and all interest accruing on the said debt.

AND FURTHER the parties understand and agree that if the Debtor fails to keep the
terms and conditions of this agreement the Nation will demand full payment of total
debt to be paid within 10 days of any breach. The Nation will not enter into a new
repayment agreement with a tenant who does not honour this agreement. **Failure to
honour this agreement will result in Notice of Eviction being issued.**

Terms and Conditions of Repayment

1. Amount of current balance owing, including all accrued interest as at the ____ day of _____,
is \$ _____.
2. Monthly payments of \$ _____ are for principal and interest beginning the ____ day of
_____ and will continue until the current arrears are paid in full, PLUS rent in the amount
of \$ _____ will be payable on the first day of each month.

Signed in Brentwood Bay, B.C., this _____ of _____.

For the Tenant(s): _____ Tenant's Signature(s)

For the Tsartlip First Nation: _____ Band Representative

DATE: _____ [dd/mm/yyyy]



PARTIES:

This Agreement is between:

Party 1: Tsartlip First Nation;-----; **(the "Landlord")** and

Party 2: _____ [Name / Address] **(the "Tenant")**

BACKGROUND:

The Tenant and Landlord entered into a Tenancy Agreement, dated _____ with regards to the unit located at:

Lot #	
House #	
Address	

The Tenant agreed to pay the Landlord monthly rent in the amount of \$_____, on the first day of each month (the "Rent") to use and occupy the unit in accordance with the Tsartlip First Nation Housing Tenancy Policy.

The Tenant has refused, neglected or failed to pay the Rent as required under the Tenancy Agreement and as of the date of this Agreement, has accumulated arrears in the amount of \$_____ (the "Arrears").

TERMS:

The Tenant agrees to repay Tsartlip First Nation, the Arrears in accordance with the following schedule:

Payment #	Amount to be paid	Due Date
1	\$	(dd/mm/yyyy)
2	\$	(dd/mm/yyyy)
3	\$	(dd/mm/yyyy)
4	\$	(dd/mm/yyyy)
5	\$	(dd/mm/yyyy)
6	\$	(dd/mm/yyyy)
7	\$	(dd/mm/yyyy)
FINAL PAYMENT	\$	(dd/mm/yyyy)

Arrears will be paid through the following means:

- Etransfer at -----.



The Tenant will continue to pay rent to Tsartlip First Nation as required under the original Agreement, and nothing in this agreement relieves the Tenant of the obligation to pay rent or fail to meet any other obligations as outlined in the Tsartlip First Nation Housing Tenancy Policy.

Once the Final Payment has been made (i.e., all Arrears paid off), this Agreement will be considered terminated.

Failure to meet the terms of this Agreement will result in appropriate action as outlined in the Tsartlip First Nation Housing Tenancy Policy.

SIGNATURE:

The Tenant acknowledges that he or she has read this Agreement, and that he or she understands and agrees with the Agreement.

[Name] on behalf of the Landlord

[Name] The Tenant

The Tenant and the Landlord have executed this Agreement on _____[date].



Appendix O: Housing Committee Terms of Reference

Tsartlip First Nation Housing Committee Terms of Reference

Mission Statement:

The Tsartlip First Nation Housing Committee is responsible for making important housing decisions on behalf of Tsartlip First Nation members in accordance with the Tsartlip First Nation Housing Rental Policy manual (see Tsartlip First Nation Housing Rental Policy for detailed Roles and Responsibilities).

Preamble:

WHEREAS: Tsartlip First Nation Council have a responsibility to its Members to provide safe and affordable housing on Reserve to Members within the resources of the Nation;

AND:

WHEREAS: Tsartlip First Nation has established a Housing Committee to assist in the delivery and management of housing assets located on Tsartlip First Nation lands in accordance with the Tsartlip First Nation Housing Rental Policy;

THEREFORE, BE IT RESOLVED THAT: These Terms of Reference shall define the Tsartlip First Nation Housing Committee, its structure, and proceedings; its responsibilities; and the authorities that Tsartlip First Nation Council have delegated to enable it to carry out its mandate.

Ratified by Nation Council Resolution: [DATE]



Committee

To assist Tsartlip First Nation Council in its policy deliberations, several advisory committees have been established. Each committee has developed a clear outline of the roles and responsibilities set out in their specific terms of reference.

Mandate

- The Tsartlip First Nation Housing Committee is responsible to Council for the safe, effective, and fair delivery of and operation of all on-reserve housing.

Purpose of Committee

- The primary purpose of the committee is to serve in an advisory capacity to Tsartlip First Nation Council and Housing Department staff with respect to the delivery of effective and efficient housing programs for Tsartlip First Nation Members.
- The Tsartlip First Nation Housing Rental Policy is put in place to guide the administration, delivery, and management of all housing assets on Tsartlip First Nation lands. These policies are intended to promote fairness, accountability, sustainability, and transparency for the delivery of housing programs and services for eligible Tsartlip First Nation Members.

Membership of Committee

The Tsartlip First Nation Housing Committee is a volunteer committee made up of five (5) voting individuals and 2 non-voting individuals to present the best interest of the community in a fair and equitable manner. Invited guests may be called upon to share on specific issues and opportunities.

The composition of the Committee consists of individuals 18+ years:

- 1 Housing Manager (non-voting)
 - 2 Tsartlip Council Members (voting)
 - 2 Tsartlip First Nation Members appointed from application (voting)
1. Spouses, married or common law, cannot sit on the same committee during the same term of office. If Committee Members marry or cohabit with another Committee Member during their term of office, one of the members will be required to resign. A Committee Member cannot sit on the same committee as their child or a person to whom they stood in, as legal guardians or adoptive parents, during the same term of office. Committee Members cannot sit on other committees, elected or otherwise, for their entire term of the Housing Committee.
 2. The Chairperson is the Housing Manager.
 3. Council will select and appoint Committee Members. The term is three (3) years. Committee Members can be re-appointed and stay on for another term, upon Council approval.



4. Committee Members may be removed from the Committee if they fail to attend three (3) consecutive meetings without a valid reason as determined by the remaining Committee Members.
5. Tsartlip First Nation will assign a Recording Secretary who is not a member of the Committee to provide recording and support services to the committee.

Selection of Committee

1. All Members of Tsartlip First Nation (as defined in the Tsartlip First Nation Housing Rental Policy) are eligible to apply to join the Housing Committee.
2. Committee Members shall be selected based on their demonstrated commitment to the following core principles:
 - a. Fair and impartial decision-making;
 - b. Advancing the best interests of Tsartlip First Nation as a whole;
 - c. Understanding the housing needs of Tsartlip First Nation;
 - d. Possessing technical skills related to housing management (if available), and;
 - e. Upholding the Tsartlip First Nation Housing Rental Policy.
3. The process for selecting Tsartlip First Nation Members at Large to the Housing Committee is as follows:
 - a. Advertise for Tsartlip First Nation Members to apply to participate as voting member of the Housing Committee (note that Tsartlip First Nation Members must be resident on Reserve in Tsartlip First Nation);
 - b. The Band Administrator, a member of Tsartlip First Nation Council, and an external resource will review, and shortlist candidates based on skills and experience to perform in the role;
 - c. Shortlisted candidates will be interviewed; and
 - d. Successful candidates will be appointed to the Housing Committee.
4. The Housing Committee shall, to the greatest extent possible, strive to ensure gender balance and be comprised of a diverse mix of Tsartlip First Nation members that represent a broad range of ages, experiences, and perspectives.
5. Tsartlip First Nation Council will retain authority over committee selection from term to term.



Meetings of Committee

1. The Committee shall meet on a quarterly basis (at minimum) and may meet more frequently depending on the needs of the Department (e.g., violations or urgent considerations).
2. Notice shall be given to Committee Members at least ten (10) business days prior to the date of meeting and must specify the place, day, and hour of the meeting. This notice period may be waived if urgent meetings are required.
3. Notice of the meeting may be given to a Committee Member either personally, by telephone or facsimile at the telephone number provided, or email to the email address provided by the Committee Member.
4. A Committee Member may participate and is deemed present at the meeting by means of telephone or other means of communication that permits all persons in the meeting to communicate with each other. Any member that is absent from a meeting is to recognize and support decisions made by the committee in their absence.
5. The Committee may, subject to this Terms of Reference, establish rules for its procedures at meetings. In general, the committee will follow the Robert's Rule of Order parliamentary procedure (set of rules for conducting meetings that allows everyone to be heard and make decisions without confusion).
6. Extraordinary meetings to deal with urgent matters that cannot wait until the next scheduled committee meeting, may be called by the Housing Department in consultation with the respective Chairperson on short notice. Extraordinary meetings may be conducted by Teleconference, but in all cases shall require a quorum of members to pass any motion.
7. For a meeting to be duly convened, a majority of Committee Members must be present, represented by a **quorum (at least three (3) voting members must be present, and must meet the minimum requirements of quorum under Membership of Committee)**.
8. No abstentions are permitted on a vote.
9. The Chairperson (or Vice Chairperson in lieu of a vacancy in the Chairperson role or if the Chairperson is otherwise not available) will determine meeting dates and agendas.
10. The Housing Manager will make arrangements for Committee meetings.



Cost of Governance

1. Training and re-training will be used liberally to orient new Committee Members, as well as to maintain and increase the skill and knowledge of existing Committee Members.
2. Outside monitoring assistance will be arranged so that the committee can exercise confident control over organizational performance (as applicable).
3. Outreach mechanisms will be used as needed to ensure the committee's ability to listen to member viewpoints and values.
4. Costs will be carefully incurred, though not at the expense of impacting development and maintenance of the committee's skillset. Accordingly:
5. Up to \$500 per fiscal year for training, including attendance at conferences and workshops, an amount that can be higher but is subject to Council approving the budget as outlined in the Financial Policy.
6. Up to \$500 per fiscal year for surveys, community meetings, opinion analyses, and meeting costs, an amount that can be higher but is subject to Council approving the budget as outlined in the Financial Policy.
7. Committee Members will be compensated in the form of honoraria and receive expenditure reimbursement for their participation in approved and duly convened committee meetings business in accordance with the Expenditures Policy section of the Nation's Financial Policy Manual.
8. Committee Members will receive a fixed honorarium in accordance with the expenditures policy.
9. Committee Members will receive honorarium quarterly, set at \$50 per meeting for every meeting that is convened.
10. The Committee will review its cost of governance budget for the next fiscal year during the month of February and will communicate its proposed budget to Council in March of each year.
11. Every three (3) years, Band Administrator will work with Chief and Council to strike an independent committee to review and make recommendations pertaining to Committee Member honoraria and remuneration.
12. Anyone employed by the Nation is ineligible to be a voting member of the Housing Committee.



Reporting

1. The Housing Department will provide reports to the Housing Committee at each regular or special meeting. Reports will detail staff activities, policy matters, and Department activities.
2. Reports from the committee will be presented Tsartlip First Nation Council by the Housing department, which will be aligned with the meeting schedule of the Housing Committee.

Responsibilities

Housing Committee

1. To assist the Housing Department and staff with oversight and decision-making activities in support of their roles and efficient operation of the Tsartlip First Nation Housing Department and delivery of effective housing programs and activities. This includes decision-making activities in the appeals process, as outlined in Appendix A of this Terms of Reference. See also roles and responsibilities in the Tsartlip First Nation Housing Rental Policy.
2. To review and approve Committee meeting minutes and forward to the Band Administrator.
3. To follow, support, and implement all aspects of the Tsartlip First Nation Housing Rental Policy.
4. The Committee is also responsible for reviewing the Policy on an annual basis and making proposed changes to the Policy to support the Housing Department and Tsartlip First Nation Members as it relates to housing management. Tsartlip First Nation First Nation Council may review and approve any proposed changes to the Tsartlip First Nation Housing Rental Policy through ordinary resolution.
5. To be well prepared for all meetings and to have their position on an issue well defined before coming to the table. To create a team approach among all Committee Members.
6. To recognize that the expenditure of program funds is a public trust, and that all such funds shall be expended efficiently, economically and in the best interests of the Nation. Further, the Committee will ensure financial and operational accountability of the Housing Department and its activities.
7. To maintain liaison and provide a regular and accurate flow of relevant information from programs to community members and vice versa and to establish and maintain open channels of communication on issues.
8. To create equality between Committee Members regardless of race, national or ethnic origin, sex, age, creed, color, political or religious affiliation, mental or physical handicap, sexual orientation, marital status, conviction of an offence for which a pardon has been received and/or which is not related, directly or indirectly to job performance.
9. To foster a respectful and positive approach with staff and members under all circumstances.



10. To act in the best interest of the organization and Tsartlip First Nation members before any personal interests (including that of interests for friends or relatives). All Committee Members must understand the Conflict-of-Interest Policy as outlined in Appendix B of this Terms of Reference and agree to abide by all conditions set out within the policy.
11. To ensure that Committee decisions are made within the legal mandate and guidelines set for it, and to act in good faith and accordance with the law and established Nation and Committee policies.
12. To treat all information confidentially as obtained through the term of the Housing Committee Member. All members of the Housing Committee must not disclose any information acquired during Committee meetings where matters have been deemed confidential.
13. To refuse any gifts or other items offered in reward for duties performed in the ordinary course of their role beyond such honoraria and allowances as Tsartlip First Nation Council has agreed to provide.
14. To refrain from publicly criticizing any colleague, associate, or staff; to first inform the colleague, associate, or staff on the nature of their criticizing and thereafter to follow the proper protocol and procedure for criticizing any of these persons.
15. To use information obtained during their term as Committee Member only for its intended purpose(s), and not to divulge, disclose or communicate to any person, firm, or corporation any information concerning any matters relating to or affecting any enterprise of the committee unless authorized to do so by Tsartlip First Nation Council or required to do so by law.
16. To avoid anything that might be perceived as a "conflict of interest" in performance of their duties as Housing Committee member.

Chair

1. Ensure meetings are called and held in accordance with the Housing Committee Terms of Reference.
2. Officiate and conduct meetings
3. Provide leadership & ensure Committee Members are aware of their obligations that the committee complies with its responsibilities.
4. Ensure minutes are complete and accurate, retained, included, and reviewed at the next meeting.
5. Ensure fairness and equality at all meetings.
6. Report back to Chief and Council on Committee activities.
7. Report back to community at all Council meetings related to housing matters.
8. Move decision notes forward from Committee to Chief and Council, championing the recommendations.



Housing Manager (Technician)

1. Establish and confirm agenda for each meeting in liaison with the Housing Committee Chair.
2. Ensure the meeting agenda and relevant documents are circulated to Committee Members 3-5 days in advance of the meeting.
3. Inform all committee members of all scheduled Committee meetings.
4. To advise and inform the Chair on all housing-related issues pertaining to the Committee.
5. Record meeting minutes and distribute to Committee Members for review.
6. Maintain all records of the Committee.
7. Ensure all necessary follow-up actions are taken.

Authority of Committee

The Tsartlip First Nation Housing Committee is an advisory/recommendation body by way of decision note to Chief and Council. As an advisory body, they hold no direct authority. As outlined in Appendix B of this Terms of Reference, the Committee shall abide by the Conflict-of-Interest policy sign a confidentiality form for each three-year term of participation.

1. The Committee has authority as mandated and delegated by Tsartlip First Nation Council.
2. The Committee has authority only in a collective sense; individual Committee Members have authority to act on behalf of the Committee only as specifically mandated and delegated by the Committee as a whole.
3. Committee Members are appointed representatives of their community and as such must act in the best interests of the community.
4. Committee Members must recognize the authority of local and Nation-level Program Directors / Administrators to manage their programs in accordance with approved policies and management practices.
5. A Committee has the authority to call on local and Nation-level Program Managers / Administrators, or other staff and resource people as approved by Nation-level Program Directors, when necessary.



Code of Ethics for Members of Committees

A code of ethics is a set of comprehensive rules that govern what a Committee Member may or may not do in the course of their term with a committee and dictate how such persons should conduct themselves. This Code of Ethics has been designed as a guideline for all Committee Members. It provides a framework within which the Committee Members can provide the quality of services that is expected of them by Tsartlip First Nation Membership. A Committee Member who wishes to enjoy the respect and confidence of the Nation membership will strive to maintain the highest standards of professional and personal conduct both during one's term and in the community.

Policies and Agreements

1. The Committee is responsible, in conjunction with administration housing staff, for the development of housing management policies and agreements as within the Tsartlip First Nation Housing Rental Policy.
2. Any amendments to the Policy and any Agreement or Appendix must be presented to Tsartlip First Nation Council for review and approval. Once approved, the Committee is responsible for the implementation and enforcement of the policies and agreements.

Amendments

1. Amendments may be necessary from time to time. The Housing Committee or Tsartlip First Nation Council may suggest amendments to these terms of reference.
2. Once suggestions have been made, the Committee, Band Nation Administrator, and T Tsartlip First Nation Council will review and make comments.
3. The Housing Department and Tsartlip First Nation Council will review these terms of reference consistent with the fiscal New Year.
4. Any and all suggestions for amendments to these Terms of Reference shall be submitted to the Housing Department and Tsartlip First Nation Council at a duly Convened Council meeting for approval.
5. Any and all amendments to these Terms of Reference must be approved by Tsartlip First Nation Council at a duly convened Council meeting before the said amendments can take absolute effect.

A listing of Housing Committee members follows.



Housing Committee Members List

The following is a list of the current Housing Committee Members:

Tsartlip First Nation Housing Committee Members	
No.	Member Name
1	
2	
3	
4	
5	

Distribution:

A copy of this document shall be provided to each Committee Member upon their commencing appointment. Any amendments to this document shall be provided to Committee Members as soon as is practicable.



Housing Committee Terms of Reference Appendix A: Addressing Appeals

The Housing Department and Housing Committee will follow procedures (as outlined in Section 8 Appeals of the Tsartlip First Nation Housing Rental Policy) for the Submission and Notification, Review, Meeting, and Decision of an Appellant who wishes to appeal a decision made under the Tsartlip First Nation Housing Rental Policy.

The below summarizes the Housing Committee's responsibilities and timelines involved for each major activity within the appeals process.

Submission and Notification

Any Applicant, Tenant, or Occupant who wishes to appeal a decision made under this Policy must submit their appeal in writing to the Housing Department within fourteen (14) calendar days of having been advised of the decision which they are appealing.

Review

The Housing Department will review the appeal and within three (3) business days will notify the Housing Committee in writing, propose a date for a meeting, and provide their opinion regarding the Appeal.

Based on the information provided, the Housing Committee will take one of the following actions:

- a) Reject the Appeal based on insufficient grounds;
- b) Approve the Appeal due to a clear and indisputable violation of the Policy; or
- c) Schedule a meeting with the Appellant and Housing Department to discuss the Appeal.

If the Appeal is rejected or approved by the Housing Committee, the Housing Department will send a written notice to the Appellant explaining the decision. The letter must be reviewed and signed-off by the Housing Committee.

If the Housing Committee requests a meeting with the Housing Department and Appellant, the Housing Department must set a date for the meeting to occur within ten (10) business days and confirm the date with the Housing Committee and Appellant.

Meeting

The Housing Committee, Housing department, and Appellant will meet to discuss the Appeal. The Meeting will be led by a member of the Housing Committee.

During the meeting, the Housing Department and Appellant will each present their position. Each party will be allowed an equal amount of time, as defined by the Housing Committee. The Housing Committee may ask questions at the completion of each presentation or open the meeting up to a discussion period.

The Housing Committee will consider the arguments presented and determine the extent to which the decision under question was made according to the Tsartlip First Nation Housing Rental Policy,



without bias or favouritism, and without error in the interpretation or application of the Tsartlip First Nation Housing Rental Policy or community bylaws.

Upon completion of the presentations and questions, the Housing Committee will either decide at the meeting and further deliberate and decide within 14 business days (allowing for registered mail to be delivered to and meetings to be scheduled).

Decision

On completion of the review of the Appeal, Council shall provide written notice of their decision to the Housing Department within 15 business days.

The Housing Department shall provide written confirmation to the Appellant to confirm Council's decision regarding the appeal within five (5) business days.

The Housing Department shall act as advised by Council regarding the Appeal.

Where the Council has revised a decision due to a fault in the original policy or procedure, Council shall direct the Housing Department to draft an Amendment for approval by Chief and Council and incorporation into the Policy.



Housing Committee Terms of Reference Appendix B: Conflict of Interest

This policy is designed to:

1. Maintain and enhance membership confidence and trust in the integrity of the Nation's Housing Department as well as the respect and confidence that membership places in the Nation Council to guide and oversee the Housing department;
2. Demonstrate to Nation members that Housing Committee Members are held to standards that place the Department's interest ahead of their private interests and to provide a transparent system by which membership may judge this to be the case;
3. Provide for greater certainty and guidance for Committee Members in how to reconcile their private interests with their committee duties and functions;
4. Foster consensus among Committee Members by establishing common standards and by providing the means by which questions relating to proper conduct may be answered by an independent adviser; and
5. This Policy is to be reviewed and signed on an annual basis.

Part 1 - Interpretation

Definition of Conflict of Interest

1. In this Policy, an individual has a "conflict of interest" when the individual exercises a power or performs a duty or function and at the same time knows or ought reasonably to have known that in the exercise of the power or performance of the duty or function there is an opportunity to benefit the individual's private interests;
2. In this Policy, an individual has an "apparent conflict of interest" if a reasonably well-informed person would perceive that the individual's ability to exercise a power or perform a duty or function of their office or position shall be affected by the individual's private interests;
3. In this Policy, an individual's "private interests" mean the individual's personal and business interests and includes the personal and business interests of:
 - a. The individual's spouse;
 - b. A person under the age of 18 years in respect of whom the individual or the individual's spouse is a parent or acting in a parental capacity;
 - c. A person in respect of whom the individual or the individual's spouse is acting as guardian;
 - d. A person, other than an employee, who is financially dependent upon the individual or the individual's spouse or on whom the individual is financially dependent; and



- e. An entity in which the individual or the individual in combination with any other person described in this subsection has a controlling interest.
4. Despite subsections (1) AND (2), an individual's private interests do not give rise to a conflict of interest if those interests:
 - a. Are the same as those of a broad class of members of Tsartlip First Nation of which the individual is a member; or
 - b. Are so remote or insignificant that they could not be reasonably regarded as likely to influence the individual in the exercise of a power or performance of a duty or function.

Part 2 – Housing Committee Members

Application

1. This Part applies to Housing Committee Members.

General Obligations

1. Housing Committee Members shall avoid circumstances that could result in the Committee Member having a conflict of interest or an apparent conflict of interest;
2. Housing Committee Members shall avoid placing themselves in circumstances where their ability to exercise a power or perform a duty or function could be influenced by the interests of any person to whom they owe a private obligation or who expects to receive some benefit or preferential treatment from them;
3. Housing Committee Members shall exercise the care, diligence, and skill that a reasonably prudent individual would exercise in comparable circumstances; and
4. Housing Committee Members shall comply with all Tsartlip First Nation laws and with all policies, procedures, and directions of the Tsartlip First Nation Council, including this, Policy.

Gifts and Benefits

1. Housing Committee Members shall not accept a gift or benefit that might reasonably be seen to have been given to influence the Housing Committee Members in the exercise of their powers or performance of their duties or functions;
2. A gift or benefit may be accepted if the gift or benefit:
 - a. Would be considered within:
 - i. Normal protocol exchanges or social obligations associated with the role of Housing Committee Member,
 - ii. Normal exchanges common to business relationships, or
 - iii. Normal exchanges common at public cultural events of the Nation.
 - b. Is of nominal value;



- c. Is given by a close friend or relative as an element of that relationship; or
 - d. Is of a type that the policies or directions of the Housing Committee have determined would be acceptable if offered by the Housing Committee to another person.
3. Where a gift with a value greater than \$100 (one hundred dollars) is given to Housing Committee Members, the member shall make a written disclosure of the gift to the Tsartlip First Nation Band Administrator and the gift shall be treated as the property of Tsartlip First Nation; and
 4. Does not apply to a gift received during a public cultural event of Tsartlip First Nation.

Confidential Information

1. Housing Committee Members shall sign an Oath of Confidentiality, as sampled in Appendix C of this Terms of Reference.
2. Housing Committee Members shall keep confidential all information that the Housing Committee Members receive while performing their duties or functions unless the information is generally available:
 - a. To members of the public; or
 - b. To members of Tsartlip First Nation.
3. Housing Committee Members shall only use confidential information for the specific purposes for which it was provided to the Housing Committee Member;
4. Housing Committee Members shall not make use of any information received in the course of exercising their powers or performing their duties or functions to benefit the Housing Committee Member's private interests or those of relatives, friends, or associates; and
5. Housing Committee members must read the Oath of Confidentiality in Appendix C of this Terms of Reference and agree to abide by its terms and conditions.

Procedure for Addressing Conflict of Interest

1. As soon as the Housing Committee Member becomes aware of circumstances in which the Housing Committee Member has a conflict of interest, the Housing Committee Member has a duty to report the circumstances of the conflict of interest at the next Housing Committee meeting;
2. The Housing Committee Member shall leave any part of a Housing Committee meeting where the circumstances in which the Housing Committee Member has a conflict of interest are being discussed or voted on;
3. The minutes of a Housing Committee meeting shall record the Housing Committee Member's disclosure and note the Housing Committee Member's absence from the



Housing Committee meeting when the circumstances in which the Housing Committee Member has a conflict of interest were being discussed or voted on;

4. The affected Housing Committee Member shall not take part in any discussions or vote on any decision respecting the circumstances in which the Housing Committee Member has a conflict of interest; and
5. The affected Housing Committee Member shall not influence or attempt to influence in any way before, during or after a Housing Committee meeting any discussion or vote on any decision respecting the circumstances in which the Housing Committee Member has a conflict of interest.

Procedure for Undisclosed Conflict of Interest

1. If a Housing Committee Member has reason to believe that another Housing Committee Member has a conflict of interest or an apparent conflict of interest in respect of a matter before the Housing Committee, the Housing Committee Member may request clarification of the circumstances at a Housing Committee meeting;
2. As a result of a clarification discussion under Part 1, the Housing Committee Member is alleged to have a conflict of interest or an apparent conflict of interest and the Housing Committee Members does not acknowledge the conflict of interest or apparent conflict of interest and take the actions required under the previous section, the Housing Committee shall determine whether the Housing Committee Member has a conflict of interest or an apparent conflict of interest before the Housing Committee considers the matter referred to in Part 1;
3. The minutes of the Housing Committee meeting shall record any determination made by the Housing Committee; and
4. If the Housing Committee determines that the Housing Committee Member has a conflict of interest or an apparent conflict of interest, the Housing Committee Member shall comply with the *Procedure for Addressing Conflict of Interest* section.

Part 3 — Breach

Consequences of Breach

1. If a person breaches this Policy, the following actions may be taken:
 - a. The Housing Committee may communicate the nature of breach to the Tsartlip First Nation Council to investigate the matter, which may lead to the Housing Committee Member being removed from the Housing Committee.

Appeal

1. Decisions or orders made under this Policy may be appealed to the Tsartlip First Nation Council.



Acknowledgement and Annual Declaration

I, _____, have reviewed the **Tsartlip Conflict of Interest Policy** (the "Policy") in detail. I understand this Policy, and I agree to abide by its terms and conditions. I understand that if I breach this Policy, I will be subject to disciplinary action, up to and including removal from the Housing Committee.

Signature

Date

* Note: This is an annual declaration to be completed.



Housing Committee Terms of Reference Appendix C: Oath of Confidentiality

I, _____, understand and acknowledge that:

HOUSING COMMITTEE MEMBER NAME (PLEASE PRINT)

- 1) as a member of the Tsartlip First Nation Housing Committee ("Housing Committee"), I may come into contact with or be in possession of sensitive and confidential information regarding Tsartlip First Nation and its members, businesses, clients, partners or organizations;
- 2) the maintenance of confidentiality is essential to the work that the Housing Committee carries out;
- 3) my role as Housing Committee member is dependent on my signing, and abiding by, this Oath of Confidentiality; and
- 4) any breach of this Oath will result in disciplinary action, up to and including immediate termination of my role as Housing Committee member, without notice.

I promise that I will

- a) not disclose the affairs of Tsartlip First Nation or its members, businesses, clients, partners or organizations to any person, company or firm, directly or indirectly, during or after my role as Housing Committee member, other than as required in the normal course of performing in this role, or as required by law;
- b) at all times treat all information acquired or created as strictly confidential and will not permit the publication, release, or disclosure of the same without prior written consent of Tsartlip First Nation;
- c) hold in strict confidence (and not disseminate to members of the community and others) all working documents, including any documents marked for reference only and any other document worked on while in the role of Housing Committee Member; and
- d) obtain the approval of Tsartlip First Nation Band Administrator prior to discussing any information or issues internal to Tsartlip First Nation, the media or the community in general.

[Sworn/affirmed] on the day of , 20, at .

Committee Member Signature (Committee Member Name)

Date_____

Witness Signature (Witness Name)

Date_____



Appendix P: Notice of Termination by Tenant

Notice of Termination/Notice to Permanently Vacate the Unit

To: Housing Department
Tsartlip First Nation

From: _____

Address of unit: _____

For tenants giving notice to terminate the lease agreement/vacate the unit:

I/we _____ hereby gives 30 days notice to permanently vacate the unit. I/we shall be moving out on _____.

I/we have delivered this notice to Tsartlip First Nation (please check one)

- In person to a representative of the housing department
- By posting the notice through mail slot at the housing Department offices
- By mail at least five days before the 30-day notice begins.

_____	_____
Primary Tenant Signature	Date

_____	_____
Secondary Tenant Signature (if applicable)	Date

Important – If you fail to give the 30-day notice to vacate as required in the lease agreement, you are still obligated to pay rent until the end of the month that you vacate the unit.

Note: Tenant should keep a copy of this notice.



Appendix Q: Notice of Termination by Tsartlip First Nation

Date:

Tenant(s) Name:

Address of the unit:

Notice delivered: By registered mail Attached to the front door (date: _____)

Notice of termination, notice to quit, demand for possession

You are in default of your obligation to follow the terms and conditions of the lease agreement in order for continued use and occupation of the unit.

Notice of termination is provided for the following reason(s);

- Tenant knowingly gave false information to Tsartlip First Nation (hereinafter referred to as 'the landlord').
- Tenant is repeatedly late paying rent.
- Tenant is in arrears of the rental payments.
- Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) has:
 - Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the landlord.
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring occupant or the landlord.
 - Put the landlord's property at significant risk.
- Tenant has engaged in illegal activity that has, or is likely to:
 - Damage the landlord's property.
 - Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or the landlord.
- Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) has caused damage to the rental unit or property:
 - Tenant has not done the required repairs to the property.
 - Tenant has not paid the landlord for repairs done to the property.
- Tenant has assigned or sublet the unit without permission from the landlord.



Notice to Quit and Demand for Possession

Tsartlip First Nation (the landlord) hereby gives you notice to vacate the unit located at _____ no later than 12:00 o'clock midnight on _____, _____, 20__.

Failure to do so shall require the landlord to obtain a Writ of Possession or other lawful notice to seize the property.

Signed

Housing Officer,
Tsartlip First Nation
250-652-3988



Appendix R: Purchase / Ownership Agreement

Tsartlip First Nation Purchase Agreement

DATE: _____ [dd/mm/yyyy]

PARTIES

This Agreement is between:

Party 1: Tsartlip First Nation -----; AND

Party 2: _____
[Name / Address]

UNIT

This Agreement is regarding the following unit:

Lot #	
House #	
Address	

This unit is fully owned by Tsartlip First Nation and has been mortgage-free as of:
_____ [dd/mm/yyyy].

TERMS

- Tsartlip First Nation agrees to sell [Party 2] the above-noted unit for \$1, in accordance with Tsartlip First Nation Housing Rental Policy.
- In accordance with the Housing Rental Policy, [Party 2] agrees to assume ownership of the unit and associated structures only; all land (and underground infrastructure) remains under the sole possession of Tsartlip First Nation.
- Once ownership has been transferred (with the signing of this Agreement), the new owner agrees to meet all Homeowner responsibilities, as outlined in Tsartlip First Nation Housing Rental Policy.

CONDITION ASSESSMENT

In accordance with Tsartlip First Nation Housing Rental Policy, Tsartlip First Nation has provided the prospective owner with the following:

- A Condition Inspection Report for the unit / structures; and
- Any relevant documentation, including:
 - Site plan and building floorplans;



- Repair history and prior inspections;
- Notice of any illegal activity that's occurred in the unit previously; and
- Other:

[Party 2] has reviewed the information provided and agrees to accept the unit in its current condition (as of the date of this Agreement) and assume responsibility of all repairs and maintenance (among others), as outlined in the Housing Rental Policy.

NATION COUNCIL RESOLUTION (BCR)

All Sales shall be approved by Tsartlip First Nation Council through a Nation Council Resolution.

Nation Council Resolution # _____ was passed on _____.

SIGNATURE

I understand and agree to the terms of this Agreement:

[Name] on behalf of Tsartlip First Nation

[Party 2]