
Ahousaht Housing Policy 2018



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1 ROLES AND RESPONSIBILITIES

1.1 Ahousaht Housing Committee Terms of Reference

1.1.1 Mission Statement

The Housing Committee will work in partnership and cooperation with the Chief Councillor, Council, community members, Executive Director and Housing Staff in developing strategic direction, guidance and review of providing safe and affordable housing on reserve to all Ahousaht members within the resources available.

1.1.2 Preamble

WHEREAS: The Chief Councillor and Council have a responsibility to Ahousaht members to provide [access to](#) safe and affordable on reserve housing options to the members within the resources of the administration; and

WHEREAS: The Chief Councillor and Council have established a Housing Committee to assist in the development of strategic direction and policies regarding the delivery and operation of safe and affordable on reserve housing;

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

1.1.3 Definitions

1. Housing Committee
A committee established by Chief Councillor and Council to assist in the development of strategic direction and policies regarding on reserve housing.
2. Nuclear Family
Means parents and children living in a household.
3. Immediate Family
Means spouse, parents, blood grandparents, mother in law, father in law, children, brothers and sister.
4. Chief Councillor
Means the duly elected Chief Councillor of Ahousaht.
5. Councillor
Means a person duly elected, or holding office as sworn into and in good standing.
6. Housing Department

Personnel hired by Ahousaht to perform duties related to housing. These personnel may consist of the Housing Manager and other positions identified by the Chief Councillor and Council.

7. Good Financial Standing
Means that a person does not have any outstanding arrears to the Nation, Administration or Housing
8. Tenant – an Ahousaht member who occupies a rental home that is owned by Ahousaht and is obligated to comply with the terms of the rental agreement.
9. Private Homeowner – private individual or family who owns a home and is responsible for all financial obligations, ongoing maintenance and repairs.
10. Housing Unit – any house, townhome, apartment, mobile home, trailer or similar, whether privately owned or owned by Ahousaht
11. Good Financial Standing – any member who is not in arrears, or is making payments towards their arrears, to the Nation
12. Ahousaht Rental Housing - all housing owned by the Nation that is made available for rental purposes including Nation owned subsidized social housing.
13. Tenant Rental Contract – contract between tenant, sub tenants and the Ahousaht Housing Department, outlining term, payment amounts, schedule of payments and other details of the contract

1.1.4 Mandate

The Housing Committee is responsible to Chief Councillor and Council for the guidance and review of the delivery and operations of safe, effective and fair on reserve housing for all Ahousaht.

1.1.5 Responsibilities of the Housing Committee

In order to fulfill its mandate, the Housing Committee has the following responsibilities delegated to it by the Chief Councillor and Council:

1. Housing Strategic Planning
Develop and update the strategic plan, vision and goals of Ahousaht Housing.
2. Reporting
Ahousaht Housing Committee meeting minutes will be recorded and made available upon request to Chief and Council, Administration and Membership. These minutes will be recorded by a Housing Department staff member.

3. Policies and Operations

The Committee is responsible to the Chief Councillor and Council for the development, guidance and review of the Ahousaht Housing strategic plan.

1.1.6 **Composition of the Housing Committee**

1. The Housing Committee shall be comprised of up to seven (7) members which will be voting Community representatives. The Housing Manager , Executive Director and Councillor(s) shall sit as ex-officio (non-voting) members.
2. No more than one member from a particular nuclear family may sit on the Committee.
3. A maximum of two Housing Committee members may live outside of the village of Maaqutusiis, Ahousaht.
4. The officers of the Committee shall be:
Chairperson - This position will be determined by consensus of the Committee.
Vice-Chairperson - This position will be determined by consensus of the Committee.
Secretary – This position will record the minutes of the meeting proceedings.

1.1.7 **Eligibility**

For nominees and Council Representatives to be eligible to sit on the Committee, they must be Ahousaht members and be in Good Financial Standing with the administration and the Housing Department.

1.1.8 **Selection and Term of Committee Members**

1. Selection

- Ahousaht members wishing to sit on the Committee will submit a letter of interest to the Housing Manager. The letter will express the reasons that the member wants to be a Committee member and the skills or experience that the member will bring to the Committee.
- The Housing Manager, in consultation with the Finance Department, will determine if the member is eligible. If the member is not in Good Financial Standing, the Housing Manager will inform them that they are not eligible. The member will be offered the opportunity to enter into an arrears repayment agreement and come into Good Financial Standing, and therefore be eligible.
- If the number of eligible members standing for the Committee is less than the number of vacancies, the eligible applicants shall be acclaimed.
- If the number of eligible members standing for the Committee is more than the number of vacancies, the eligible applicants will be reviewed by the Executive Director, Chief and Deputy Chief.

2. Term

Committee members shall sit for four (4) year terms beginning the first month after the Ahousaht Chief and Council election. The four (4) year term ends the month of the next Ahousaht Chief and Council election or earlier if the next election takes place earlier.

A Committee member can sit for a maximum of two (2) consecutive terms after which the member must wait for one term (four years) before becoming eligible to reapply to the Committee.

1.1.9 Resignations, Removals and Vacancies

1. Resignations

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

2. Removals

a. Absenteeism

If a Committee member is absent from three (3) consecutive meetings except due to illness or with leave approved by the Committee Chair or Housing Manager, the Committee member is immediately disqualified from serving on the Committee.

b. Breach of Confidentiality

If a Committee member breaches the “Oath of Confidentiality” the member shall be removed immediately from the Committee and prohibited from sitting on the Committee in the future.

c. No Longer in Good Financial Standing

If a Committee member falls out of Good Financial Standing the member shall be removed from the Committee.

d. Breach of the Code of Conduct

If a Committee member breaches the Housing Committee “Code of Conduct” so that his/her actions interfere with the operation of the Committee, the member will be removed from the Committee. Proof of such a breach must be made in writing and signed or verbally made in detail at the Committee meeting.

3. Vacancies

If a Community Committee member position becomes vacant within six (6) months of end of term, the position will be filled for the next term. If the vacancy occurs more than six (6) months from the end of term, replacement applications will be posted and accepted.

The Committee member filling the vacancy will serve the remainder of the vacating members term.

1.1.10 Honoraria and Other Costs

Each Committee member will receive a honorarium of \$100.00 per meeting that they attend in full.

1.1.11 Meetings of the Committee

The Committee shall meet quarterly (every three months) on a scheduled date, time and place. The Chairperson and/or Housing Manager may call special meetings if required. Committee meetings are open to all Ahousaht members sixteen (16) years of age or older to attend as observers. Younger members may attend accompanied by an adult. All observers will be governed by an "Observer Protocol".

It shall be the responsibility of the Chairperson to ensure that the minutes of each Housing Committee meeting are properly recorded, typed, and distributed to Housing Committee members and Chief Councillor and Council.

1.1.12 Notice of Committee Meetings

The Housing Manager will provide notice of the time, date, and place of each Housing Committee meeting to each member. The notice of such meeting will include an agenda of the business to be discussed at the meeting.

In the event that the Chairperson and/or Housing Manager calls a special meeting of the Housing Committee, the Chairperson will advise a member of the Housing Committee of the date, time and place of the meeting by telephone or by notice by hand; and will indicate the items of business to be discussed at the meeting.

1.1.13 Quorum

Quorum required for the transaction of business shall be 50% plus one (1) of the number of voting Committee members, rounded down where the result is a fraction.

1.1.14 Opening Proceedings

In case the Chairperson does not attend within fifteen (15) minutes after the time appointed for a meeting, the Vice-Chair shall call the Housing Committee members, then present, to order, and if a quorum is present, the Vice-Chair shall preside during the meeting or until the arrival of the Chairperson.

Should there be no quorum present within thirty (30) minutes after the time appointed for the meeting, the Recording Secretary shall record in the minutes the names of the members present at the expiration of thirty (30) minutes, and the meeting shall stand adjourned. Honoraria will not be paid for a meeting adjourned in this manner.

Immediately after the Chairperson has taken his/her seat, the Chairperson will call the meeting to order. The minutes of the preceding Housing Committee meeting shall be read by the secretary, in order that any errors therein may be corrected by the Housing Committee.

If the Housing Team has distributed the minutes and reports of the preceding meeting, prior to the current meeting, the Chairperson may entertain a motion to adopt the minutes and reports as tabled. The adoption shall be subject to such additions, erasures or amendments as the Committee may decide upon at the meeting at which adoption is moved.

1.1.15 Order of Proceedings

The order of business for all regular meetings of the Committee shall be as follows:

1. Call to order by the Chairperson as set out in Section 14 above.
2. Opening prayer
3. Review, changes and adoption of the Agenda
4. Delegations
5. Minutes of preceding meeting
6. Chairperson's Report
7. Housing Manager's Report
8. Summary of correspondence, as applicable
9. Unfinished business
10. New business
11. Date of next meeting
12. Adjournment

1.1.16 Receiving Delegations

An Ahousaht member, or group of Ahousaht members, wishing to make a formal presentation to the Housing Committee shall:

1. Seek to have a Committee member place a motion before the Committee requesting that "a special delegation appear before the Housing Committee to hear and receive their submission". Upon such motion being seconded and carried, the delegation may make its presentation at the following Committee meeting.
2. The Delegation will provide a written summary of the issue(s) to be discussed to the Housing Manager at least one (1) week prior to the meeting where the Delegation will be heard.
3. The Chairperson reserves the right to restrict the time allotted to any delegation appearing before the Housing Committee.

1.1.17 Rules, Conduct, and Debate

1. Roberts Rules of Order (www.robertsrules.org) will apply to all meetings
2. The resolution of orders, resolutions or questions will be based on a majority decision.

3. Where consensus cannot be reached, the matter shall be noted in the minutes, along with the outstanding issues. The issues as noted, will be read back to the Committee to ensure accuracy.
4. A motion may be put forward to table the unresolved item for a future meeting. A vote will be held on the motion. If a motion to table is not made, the order, resolution or question will be considered closed.
5. The number of those who vote for and those who vote against the question shall be entered upon the minutes whenever the Chairperson shall call for the “yeas and nays” and the secretary shall read the results of the vote in order that any mistakes may be rectified. In the event of a tie vote, the motion fails.
6. When any order, resolution or question shall be lost by reason of the Housing Committee breaking up for want of a quorum, the order, resolution or question so lost, shall be tabled to the next meeting.

1.1.18 Motions in General

Motions shall be put in writing by the recording secretary and seconded before being debated or put from the Chair. After a motion is seconded it shall be read by the Chairperson before debate.

Amendments shall be in writing and shall be decided upon before the question is put to consensus.

1.1.19 Confidentiality

All in camera discussions, debate, and draft documents of the Housing Committee are confidential. No member of the Committee present at a Committee meeting shall make public any information of business from the Committee meeting unless that information or business is deemed to be public information by the Committee as a whole.

1.1.20 Conflict of Interest

A Housing Committee member must identify all conflicts of interest during any discussions that will have a direct impact on that member’s immediate family. After identifying the conflict, the member has the right to stay in the meeting. Refer to Ahousaht’s Human Resources Policy for further details on Conflict of Interest.

If a member believes that another member is in conflict of interest and has not declared it, it is the responsibility of that member to inform the Chairperson of the perceived conflict of interest. The Chairperson shall rule on the matter.

The conflict of interest will be recorded.

1.1.21 Amendments to the Terms of Reference

Amendments to the Terms of Reference may be necessary from time to time. Either the Housing Committee or the Chief Councillor and Council may suggest amendments to these terms of reference. Once suggestions have been made both the Committee and Chief Councillor and Council will review and make comments.

Any and all suggestions for amendments to these terms of reference shall be submitted to Chief Councillor and Council at a duly convened Council meeting for approval.

Any and all amendments to these terms of reference must be approved by Chief Councillor and Council at a duly convened Council meeting before the said amendments can take absolute effect.

1.2 Ahousaht Housing Committee Member Code of Conduct

1.2.1 Purpose of the Member Code of Conduct

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

1.2.2 Guidelines

1. Attendance

Members must be on time for meetings. No member shall show up to a meeting under the influence. If a member cannot attend a meeting, they should notify the Chairperson prior to the meeting.

2. Conduct During Meetings

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

3. Workshops & Meetings

Committee members registered for workshops are required to attend then except when given leave for personal or work related matters. No Committee member shall attend a workshop under the influence. At all times the members will be mindful that they are representing Ahousaht and will govern themselves accordingly.

4. General Conduct

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

1.2.3 Breach of the Code of Conduct

1. Expulsion from a Meeting

If a member is reprimanded from the Chair two (2) times in a meeting for breaching the Code of conduct, that member will be expelled from the meeting.

2. Workshop Absence
A member who fails to attend a workshop without leave that they have traveled to will be required to repay the cost of registration plus any travel expenses paid by Ahousaht.
3. Removal from the Committee
If a member is expelled three (3) times from Committee meetings for breaching the Code of Conduct, the member will be removed from the Committee.

1.3 In Camera Guidelines

1.3.1 Purpose of In Camera Guidelines

An in camera meeting is a meeting that is held where only Committee members are allowed to attend. Staff are excused from these meetings.

1.3.2 Guidelines

1. The Chairperson will determine which items of the agenda are to be conducted in camera. Any requests by a Committee member to have an agenda item discussed in camera will be reviewed by the Committee to determine if it fits within the context outlined above. The Chairperson will rule on the matter.
2. If, during the course of discussion or debate on an agenda item, a Committee member wishes to move the discussion or debate in camera, the Committee member should speak in private to the Chairperson, who will then rule on the matter.
3. Any in camera meeting will be held after the completion of regular business. The Chairperson will request that all non-Committee members leave the room. Where guests are requested to appear in camera, they will be called during the part of the meeting where their presence is required. All such guests must have sworn an "Oath of Confidentiality".
4. Separate minutes are taken for in camera parts of a Committee meeting.

1.4 Oath of Confidentiality

Ahousaht Housing
OATH OF CONFIDENTIALITY

I _____, a member of Ahousaht Housing Committee, or guest, recognize that as a result of my appointment or attendance, I will have access to information pertaining to Ahousaht, its members, and its activities that may be confidential. In recognition of the sensitive nature of this information I hereby swear to:

1. Maintain all information, not deemed to be public information by the Committee as a whole, as private and confidential, for all time;

2. Take all necessary precautions to safeguard against the spread of all private and confidential information;
3. Never discuss or disclose any private and confidential information to any other person or persons outside the confines of in camera Committee meetings, except where I am required to do so by law.

I agree that if I fail to abide by this Oath of Confidentiality I will be immediately removed from the Ahousaht Housing Committee, will be prohibited from sitting on the Committee in the Future and may be legally liable for my actions.

S W O R N this _____ day _____ 20____ at _____, British Columbia.

Signed:

Witness (Chief, Deputy Chief,
Councillor, Executive Director or
Housing Manager)

Committee Member or Guest

Print Name

2 New Construction Policy Guidelines

2.1 General Guidelines

2.1.1 General Regulations

1. Construction to commence within 90 days of Building Permit issuance date..
2. Construction to be completed within 365 days of Building Permit issuance date.

2.1.2 Carports, Garages, Smoke House and Auxiliary Suites

1. Attached carports and garages must adhere to building setbacks and side yard allowances.
2. One out building per lot: smoke house, workshop, and storage. Maximum 18.58-m² (200 square feet).
3. Auxiliary suites are allowed but must fall within the permanent footprint of the home.

2.1.3 Property Containment and Landscaping

1. Property containment (fences) maximum height of 1.53-m (5'). b)
2. Landscaping to grounds must be seeded or planted within first planting season after occupancy.

2.1.4 Temporary Living and Vehicle, boat and trailer storage

1. Temporary living accommodation permitted during the life the building permit which cannot last more than one (1) year. Temporary accommodations not removed upon expiry of the building permit will be removed by AHFN at the owners cost.
2. Vehicles, boats and holiday trailers must be in good working order and fully insured.

2.2 New Construction Guidelines

2.2.1 House Lot, Plans and Budget

1. The selection House Lot(s) must be applied for in writing to the Housing Department, which then is reviewed by the Executive Director and submitted to Chief & Council for an Ahousaht Council Resolution (ACR) to be signed off by a quorum of Council.
 - a. If a choice of lots if applied for, the preferred order of lots must also be noted in the application for review and Council approval
2. House plans and blueprints must be approved by a Qualified Independent Building Inspector.
3. House plans and blueprints must be submitted to the Housing Department for approval. Mobile homes, trailers and/or housing plans that do not meet the style and quality of Ahousaht, will not be approved.
4. Ahousaht Administration will manage construction payables.

2.2.2 Construction Inspection Procedures

1. Construction to Standards of National/BC Building Code.
 - a. Ahousaht additional specifications considered.
2. Qualified Independent Building Inspector will inspect drain tile, damp proofing, insulation, slab and poly, roof and flashing.
3. Bonded Electrical Contractor Permit(s) required for all electrical work.
4. WETT Inspector for wood burning stove(s).
5. Final lot grading to direct ground water as specified in the National/BC Building Code.

2.2.3 Housing Building Specification Additional to National Building Code

1. Ground and roof drainage gravity fed to village drainage (ditch) - redundant to 10 above
2. Crawl space foundation minimum finished height of 3'6" - redundant to above
3. Crawl space floor to have 2" floor drain to village drainage
4. Crawl space floor to have 2 1/2" concrete and 6 mil poly coverage
5. Foundation walls to have R16 insulation 2' depth below exterior finish grade and 2' to perimeter under basement and crawl space floor. Below grade insulation as specified in the National/BC Building Code.
6. Exterior entrance doors to have a minimum roof cover of 4'
7. Roof overhang minimum of 2'6" on one story and 3' on 2 story homes
8. Truss anchors using four (4) foot spaces
9. All roof sheeting plywood
10. Roof and soffit venting double building code specifications
11. All exterior wood finish materials to be primed before installation and 2 coats of finish paint or stain after installation
12. Heating—electric forced or electric baseboard with HRV venting
13. 110 CFM bathroom fans or greater. Venting and ranges hoods as specified in the National/BC Building Code.
14. Inspections by Qualified Independent Building Inspector.

3 RENTAL HOUSING

3.1 Allocation Policy

3.1.1 Purpose

The purpose of the Ahousaht Rental Housing Allocation Policy is to provide a fair method of allocating Ahousaht Rental Housing to applicants, at a fair amount of rent. Rent is calculated to cover the Nation's cost of ownership, maintenance, insurance and operating costs of the unit, and the rental common property.

3.1.2 Eligibility

To be eligible for Ahousaht rental housing, an individual must be in good financial standing with Housing and Ahousaht. Good financial standing is defined as:

1. Being current in the repayment of any outstanding debts or arrears owed to Ahousaht
2. An external credit check and/or personal reference check (ie. past evictions, mortgage defaults)

3.1.3 Application Procedure

1. Application forms are available from the Ahousaht Housing Department
2. Application forms must be fully completed. Incomplete application forms will be returned to the applicant.
3. Drop off completed application at the Ahousaht Housing Department.
4. If application is mailed, it must be registered.
5. If possible, review the application with the Housing Officer.
6. The Housing Manager will sign the application and give a copy to the applicant.
7. It is the applicant's responsibility to notify the Housing Department, in writing, of any change in address, family composition, and any other relevant information.
8. Any inaccurate or misleading information in the application will result in the applicant's disqualification.

Note: Failure to notify the Ahousaht Housing Department of changes in address of other relevant information may result in the application being removed from the housing list.

3.1.4 Application Renewals

All applications must be renewed annually. Applications over 13 months old will be removed and discarded.

3.1.5 Applicant Selection Criteria

The Housing Department will evaluate rental applications based on criteria set out by the Housing Committee.

The selection of the successful applicant(s) will be reviewed by the Executive Director to ensure the objectives of the selection criteria has been met.

3.1.6 Appeal

Any applicant, whose application is refused by the Housing Department, may appeal the decision, in writing, within 15 days of receiving refusal.

- 1) Applicants will appeal directly to the Executive Director
- 2) The Executive Director will respond to the applicant, within 15 working days of receipt of the appeal.

3.2 Sublease Policy

3.2.1 Tenants may sublet the premises with the approval of the Housing Department.

A person who wishes to sublease:

1. must fill out a rental application
2. must be in good financial standing with Ahousaht Administration
3. must undergo a credit check
4. must undergo a reference check
5. will be responsible for payment of rents
6. will be responsible to keep the premises in good working condition

3.2.2 If a sub lesse tenant is in default of any Housing Policy requirements, the sublease rental agreement will be immediately terminated.

3.3 House Inspections

3.3.1 The Housing Department will inspect each rental property annually

1. Written notice to the tenant of 24 to 72 hours, listing exactly what time range they intend to enter the premises, and provide good reason for the inspection.
2. The Housing Department or designate may come to the door and enter with the tenant's permission.
3. The tenant agrees to the Housing Department or designates to enter the residence for the inspection. The tenant's consent is valid for one (1) month, and after the month the Housing Department must request permission to enter again.
4. The Housing Department or designate can enter the premises with no notice if the tenant has abandoned the home.
5. The Housing Department or designate can enter the premises without notice in case of an emergency such as fire or flood.
6. CMHC inspections are preformed every 3 years in accordance with the operating agreement between Ahousaht and CMHC.

3.4 House Locks

3.4.1. Neither a tenant nor the Ahousaht Housing Manager or designate may change the house locks without a mutual signed agreement.

1. A fee of \$50.00 will be charged for lost or misplaced keys by the tenant.
2. In an emergency, such as a break in, the Housing Department or designate may change the locks. The Housing Department must render the new keys to the tenant.

3. The Housing Department or designate may not change the house locks because the tenant has not paid rent.
4. The tenant may change the house locks for personal reasons, but only with the written consent of the Nation. The tenant must render the new keys to the Housing Manager.

3.5 Pets

3.5.1 Tenants are permitted to have pets.

1. Tenants following Ahousaht by-laws on pet ownership, the pets are looked after appropriately and that the pets do not disturb any others by incessant noise (i.e. barking), causing damage to other tenant's areas, or defecting in other people's yard.
2. Any damage caused by tenants' pets will be the tenant's responsibility to pay for all costs associated with the damage.
3. Pet deposit of \$20 per animal 20 pounds and under; \$50 per animal over 20 pounds.
4. No more than two pets per household

3.6 House and Yard Maintenance

3.6.1 The tenant must enjoy and maintain the interior and exterior of the house and yard in a clean, safe, and damage-free condition.

1. All household garbage must be properly disposed of, not stored in the yard or on the balcony of the home.
2. The tenant's yard is not to be used to store universal vehicles (whether in running condition or not) and there are not to be any RV'S or trailers connected to water, electricity for more than 7 days.
3. The tenant's yard is not to be used to store indoor appliances, furniture, or other household items.
4. All hazardous materials (i.e. paint thinner, gasoline, paint, oil) must be stored properly in secured space such as a garage or shed, or must be properly disposed of.
5. There is no smoking of any kind allowed inside or on the premises of a rental unit

3.6.2 Maintenance performed on rental units where staff live

1. To ensure transparency of duty, decision and objectivity, all maintenance and/or repairs performed on rental units, where staff lives, must be performed in accordance with all Ahousaht rules and regulations while all correspondence relating to said maintenance and/or repairs includes the Executive Director and/or Manager of Administration.

3.7 Vacate

3.7.1 A tenant must give the Housing Department at least 30 days' notice.

1. Provide in writing to the Housing Department or designate giving the date of the house will be empty (Exception will be made for emergency medical reasons with a doctor's note or letter provided)
2. If the tenant gives less than 30 days' notice, the Housing Department or designate may use the security deposit to cover the amount of the lost rent.
3. Tenants must provide reasons for vacating home (i.e. education, employment)
4. Lower end market (LEM) rent must be paid accordingly to policy.
5. All Housing Policies applies to sub-tenants.
6. All subtenants rent must go to the housing department towards mortgages

3.8 Rental Arrears

3.8.1 A tenant who fails to pay two (2) months' rent or portions of rent, the Housing Department will be required to take one or more of the following steps:

1. The Housing Department will request to meet with the tenant in writing to establish a rental arrears repayment plan.
2. The tenancy agreement will state that as an Ahousaht employee or contractor, the Nation (via the Housing Department) will serve the tenant with a garnishment that is 25% of the tenant's income, which will be applied toward their rental arrears.
3. The tenancy agreement will state that as a Chief or Councillor, Ahousaht will garnishee 25% of their honorarium and 50% of their mileage claim payments, which will be applied toward their rental arrears.
4. If there is an additional occupant of the home who is an employee, contractor or member of Chief and Council Ahousaht will garnishee 5% of their income towards rental arrears.
5. That any new Ahousaht employees sign a consent agreeing to the Housing Policies and Procedures manual.
6. The Housing Department may evict the tenant.

3.9 Eviction

3.9.1 Eviction of a tenant may take place in any the following situations

1. Disturbing the Peace - Tenants will be given two (2) written warning notices from the Housing Department, for disturbing the peace. The third offence will result in eviction.
2. Damage to the Premises - Tenants shall receive one written warning requiring them to repair the damage caused by them or their guests. A second offense is an automatic eviction

3. Damage repair - Tenants are responsible for fixing damage done by them or their guests within a reasonable time. Inspection of tenant repairs must be performed by the Housing Department within 15 days of the repair. Failure to comply will result in eviction
4. Protection of Neighborhood - No tenant shall knowingly cause danger or be harassing to his or her neighbors. Tenants will receive one written warning. A second offence will result in eviction.
5. Protection of Community -A tenant who has been charged criminally, as proven via a statement from the RCMP or similar authority, will be evicted immediately from any property.
6. Criminal Offense - Once criminally charged the tenants will be evicted immediately.
7. Emergency Protection Order - No tenant shall knowingly cause danger or abuse to his or her partner, spouse or any other residents. The Executive Director or Chief and Council can order an emergency protection order for a person who has been abused by her or his partner or spouse. The order can allow one partner or resident to stay in the home and make the other person leave or stay away. This order is granted based on the best interests of the family. It can last up to 90 days and it can be renewed.
8. Over Crowding - No tenant shall allow additional people to move in, especially if it causes an over-crowded condition. Failure to comply will result in eviction of the additional people. Tenants must inform the Housing Department if they have long-term guests that are occupying the premises longer than 30 days at which time these guests become tenants and must sign a rental agreement with the Housing Department. If the number of guests causes an overcrowding condition (such as more than 2 people per bedroom) the tenant will be given a written notice asking them to have their guests vacate the premise within a specific time period.
9. Failure to Comply with Tenancy Agreement - Tenants, who continually ignore part of their tenancy agreement after having been given a written warning, will be evicted. Tenants will be issued a maximum of three warnings per year for various offences. The 4th offence will result in eviction.
10. Monies Owed - A tenant, who has been evicted from a premise on the reserve for rental arrears, will only be allowed to receive Ahousaht housing after they fully repaid the monies owed to Ahousaht. The Housing Department will record the names of all people evicted from properties on the reserve for monies owed. These names shall remain on this list until the monies owed have been repaid.
11. For Reasons Other Than Monies Owed - A tenant who has been evicted from a premise on reserve for reasons other monies owed; such as disturbing the peace, will not be allowed to apply for housing for a minimum of 2 years following the eviction.

4 HOME OWNERSHIP

4.1 Ahousaht Membership Housing Application

4.1.1 Application Procedure

1. Community member applies to a financial institution for approved mortgage
2. Housing Department reviews design plans, lot choice, budget and approved mortgage
3. Housing Department forwards to the Executive Director for an Ahousaht Council Resolution (ACR)

4.1.2 Construction Phase

1. Contract between Ahousaht Housing and owner for construction (Optional) Administration fee for funding and construction management
2. Inspection of construction to meet Building Code and Standards. Standards of Canada, BC, Ahousaht Housing and New Subdivision – All new construction to meet applicable codes and standards
3. Owner and Ahousaht Housing Manager sign-off on all inspections

4.2 Rent to Own

Ahousaht Community members may apply to rent to own an available rental housing unit based on the following:

1. Applicants will apply to rent a housing unit and work with Housing Department and Director of Finance to determine monthly rental amount, purchase price, down payment, how many months the applicant will make payments towards a down payment and when the ownership transfer will take place.
2. Applicants will then go through a mortgage approval and credit check performed by a financial institution.
3. The completed forms must be returned to Ahousaht Housing Department for review and kept in confidential, secure files.
4. Applicants will pay Ahousaht the monthly rental amount plus the additional monthly proportionate down payment amount.
5. The additional monthly proportionate down payment amount must be at least 12 months and no more than 36 months. Interest is not paid nor earned on these amounts.
6. If an applicant fails to pay a monthly rental amount and/or a monthly proportionate down payment amount, both the rental agreement and rent to own agreement is considered null and void. Any amounts collected to date will be returned 30 days after eviction.
7. Upon successful completion of the down payment agreement, Ahousaht will notify the financial institution that the full down payment amount has been collected.

8. The applicant will then secure the mortgage for the home and funds will transfer to Ahousaht.
9. Upon funds transferring to Ahousaht the renters will officially own the home. All documentation pertaining to the sale will be delivered to the applicants for signature.
10. Ahousaht shall not be held liable for the completion of the house purchase should the lending institution not be able to complete the mortgage or for any other reason the mortgage cannot go through. Should this take place, any amounts collected to date will be returned within 30 days.

4.3 Responsibilities of Tenants, Renters and Home Owners

1. Tenants are responsible to pay the rent in a timely manner in agreement with the tenant rental contract.
2. All persons living in a housing unit, privately owned or owned by Ahousaht, will keep that housing unit in good working and living condition, just as it was when first moved in
3. Ahousaht is not responsible for privately owned homes, their interior or exterior, or their respective land
4. Ahousaht is not responsible to replace items, at no charge, that become not working due to misuse, damage, neglect or similar behaviour
5. All residents of rented housing units are responsible for the insurance of their belongings, possessions and insurance towards negligence, accident and other related perils

4.4 Responsibilities of the Landlord

1. The Ahousaht Housing department acts as the landlord to rented housing units and the tenants within. Landlord responsibilities include:
 - a. Insuring the building and grounds of the housing unit; this does not include belongings, possessions, and negligence & perils caused directly or indirectly by a renter or those living in the housing unit
 - b. Replacing any items that fail due to regular use as it was when the current tenant first moved in
 - c. Ensuring working order of the housing unit as it was when the current tenant first moved in
 - d. To charge the renter full value for repairs of damage and items that are caused by misuse
 - e. To charge and fairly increase rent amounts owing based on the costs of Ahousaht owning, operating and maintaining the rental unit

4.5 Eviction of a Private Home Owner

1. A financial institution will contact Ahousaht regarding mortgage that is in arrears by a private home owner and that the Nations' guarantee is being called.
2. The Housing Manager will contact the home owner begin the eviction process.

3. If the mortgage is not brought current within 15 days, the Housing Department will change the locks on the home, and remove the possessions out of the home.

4.6 Abandoned Housing Unit

1. An abandoned house is a privately owned unit that has not been lived in for more than three months.
2. The Housing Department will prepare a forfeiture letter and tape it to the front door of the unit.
3. If after 15 days there is no reply, the Housing Department will take steps to possess the unit, demolish the unit or similar.

Appendix A

Collections policy – Ahousaht First Nations Housing

Timing

3rd Working day of the month

Action

Written notice to occupant, and contact by phone or home visit.

Reminders

~ Remind the occupant that rent is due on the first of the month and the amount owed.
~ Keep a copy of the reminder on file.

15th Calendar day of the month

Second written notice and personal contact with the occupant (by phone call or home visit).

~ Remind the occupant of the payment
~ Ask the occupant to explain why their payment is late.
~ Have the occupant sign a repayment agreement and give them a copy
~ Keep a written summary of the telephone calls and written repayment agreement on file.

Last working day of the month

Third letter to occupant and follow up with phone call or home visit. Confirm the deadline for occupant to respond and consequences for continued non-payment.

~ Confirm the amount of money owed and the original due date of the payment. If a repayment agreement was entered into and honoured, remind them of this agreement.
~ Ask the occupant if there is a problem that is preventing them from not making a payment.
~ Give them a time period of 10 business days.
~ Keep a written copy of the notice on file.

2nd month

Second month of rent overdue will result in an eviction letter, and the tenant being required to vacate the premises.

Appendix B Eviction Letter

Ahousaht Nation Guaranteed Mortgage Home Owner

Ahousaht has been noticed by the your mortgage Financial Institution that the Nation Guaranteed mortgage for your home, located at _____, is in arrears resulting from non-payment.

According to your agreement with Ahousaht, a default and/or non-payment of a Nation Guaranteed mortgage may result in the mortgage provider requiring payment in full by Ahousaht. As a result of any payment such as this, Ahousaht becomes the owner of both the home and the land parcel on which it sits.

With this letter Ahousaht is providing you and all guests in this home with ___ days notice to vacate the unit. The home must be vacated, along with all belongings, by _____ (date and time).

In order to stop this process so that you and your family remain in the home, your account with your financial institution must be brought up to good standing by _____ (specific date and time). A verification of that payment and account standing must be provided to the Housing Department by _____ (one day after specific date and time)

Appendix C: Inspection and Repair Policy Guidelines for Rental

Ahousaht Housing Department

Work Order Agreement

DATE: _____ RESIDENCE: _____

NAME OF CONTRACTOR: _____

START DATE: _____ COMPLETION DATE: _____

APPROVED DUTIES: _____

TYPE OF PAYMENT: _____

RATE OF PAY: _____ 10% HOLDACK: _____

- 10% HOLDBACK WILL BE HELD UNTIL ALL WORK IS COMPLETED, CLEANED UP, ALL MATERIAL DELIVERED BACK TO A LOCATION SPECIFIED BY THE HOUSING DEPARTMENT AND INSPECTED BY HOUSING DEPARTMENT PERSONNEL. A MANAGERS' SIGNATURE MUST BE ON THE CURRENT AGREEMENT UPON COMPLETION OF THE PROJECT.
- ALL CONTRACTORS SHALL BE RESPONSIBLE FOR RETURNING ALL UNUSED MATERIAL BACK TO THE HOUSING DEPARTMENT ON COMPLETION OF PROJECT – ALL MATERIAL PURCHASED BY THE NATION MUST BE RETURNED TO THE HOUSING DEPARTMENT TO BE USED FOR FUTURE PROJECTS
- IF REMAINING MATERIAL IS NOT RETURNED TO HOUSING DEPARTMENT, THEN YOU, THE CONTRACTOR, WILL BE RESPONSIBLE FOR THE COST OF THE REMAINING MATERIALS TO AHOUSAHT HOUSING DEPARTMENT & ADMINISTRATION.

Ahousaht Housing Department and the Contractor have reviewed and accepted the terms of this agreement. SIGNED: this the _____ day of _____, 20__ at _____, BC.

Contractor's signature: _____

Housing Department Approval signature: _____ Witness
signature _____ Position _____ D

Date signed: _____

OFFICE USE ONLY

FUNDING SOURCE: _____

BUDGETED AMOUNT FOR THIS PROJECT: _____

PURCHASE ORDER# USED SUPPLIERS DATE ORDERED

CONFIRMED PAYMENT TO CONTRACTOR

CHEQUE# _____ DATE: _____

Inspected & Completed _____ Date: _____

Deficiencies _____

References:

Province of BC Rental Forms: <http://www2.gov.bc.ca/gov/content/housing-tenancy/residential-tenancies/forms>

Tenancy BC <http://tenants.bc.ca/>