SKEETCHESTN
HOUSING MANAGEMENT PLAN

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Policy Notes:

A. All household structures and appliances in place prior to a Tenant moving in are the property of the Skeetchestn Indian Band. Structures are not to be altered in any way without prior written consent of the Housing Manager or his/her designate. Appliances are not to be lent, sold, traded or held as collateral. These structures and appliances will remain the property of the Skeetchestn Indian Band until the final payment of the project loan.

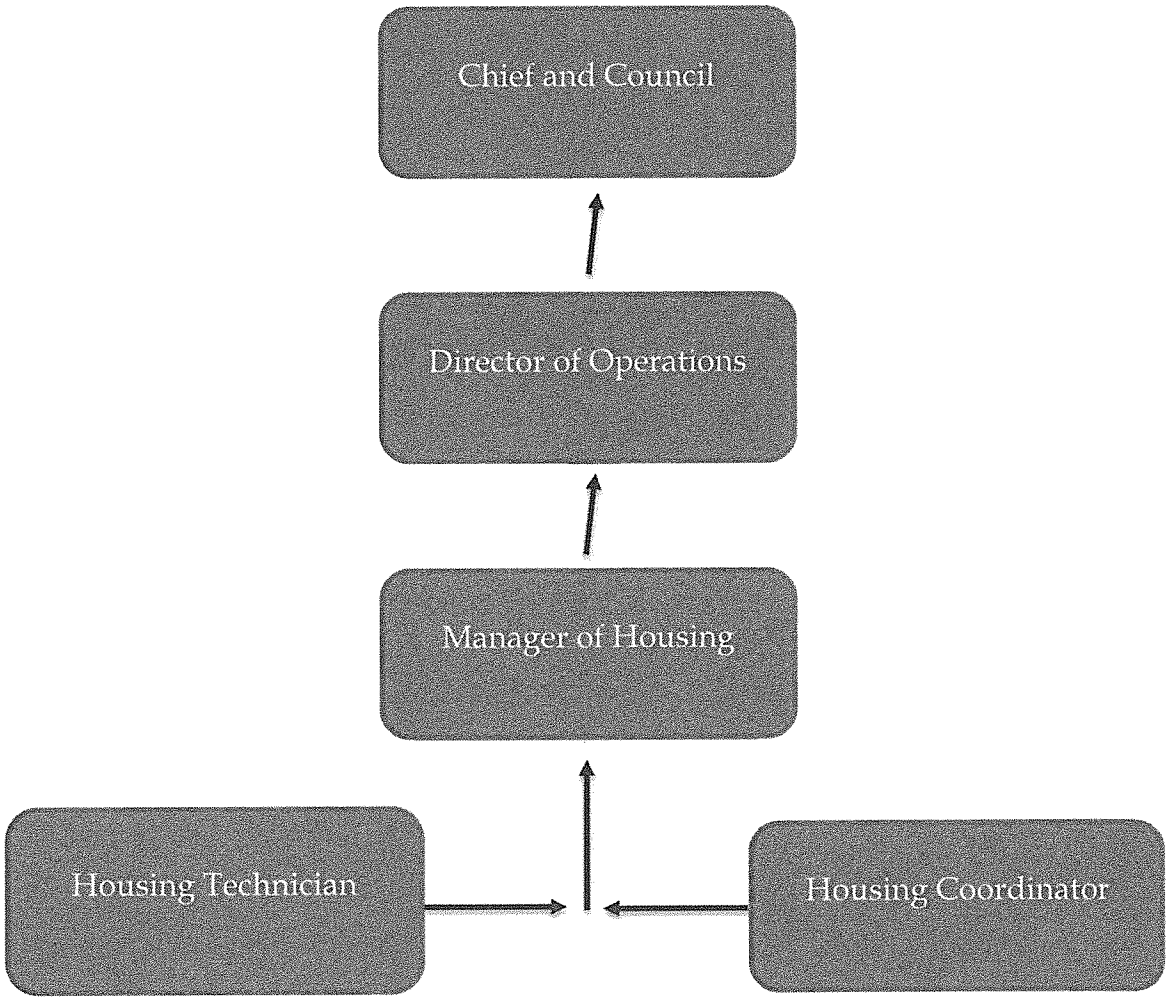
B. The Skeetchestn Indian Band reserves the right to amend this management plan in compliance with CMHC or as required in order to provide the most effective administration of the Social Housing program. The Housing Department is responsible for recommending changes to the Skeetchestn Housing Management Plan on behalf of the Skeetchestn community and all of its residents while Chief and Council are responsible for approving or rejecting any proposed amendments. The Skeetchestn community membership will be consulted within one month of any changes being approved by Chief and Council at a community event provided for the purpose of discussing such changes. All band members directly affected by approved changes to the Social Housing Management Plan will be notified and provided the opportunity to meet with a staff member of the Skeetchestn Housing Department for the purpose of discussing such changes.

C. The Principle Tenant understands and agrees that if he/she is living married/common-law and his/her common-law spouse is not a registered Band Member of the Skeetchestn Indian Band that his/her common-law spouse is not entitled to own and occupy the Premises, in the event of the death of the Tenant, and will be requested to vacate the Premises after 1 year from of the death of the Tenant, subject to maintaining rental payments in good standing. (As Per Membership Rule)

i) *Unless* the Principle Tenant provides a legal 'Will' which states the non-band member /and or *dependent* children have a lifetime interest in the unit, *providing that at least one of the children is a registered Skeetchestn Band Member.* The Tenant must have a 'Will' which states specifically the wishes of the Tenant for the children and/or the married/common-law spouse, which shall not exceed a lifetime interest in the unit. Chief and Council will be the final determinate in if there is no legal will.

I. STAFFING ORGANIZATION CHART

The Housing Manager reports to the Operations Manager who reports to the Chief & Council.



II. CONFLICT OF INTEREST GUIDELINES

The effectiveness of the Skeetchestn Chief and Council depends on public trust. There can be no appearance of or actual conflict of interest involving Council, committee members or employees of SIB. The actions of the Council, committee members, and employees of SIB must be able to withstand close public scrutiny. Honesty and impartiality are essential qualities of Council, committee members and employees of SIB. Decisions made and services undertaken by Council, committee members, and employees of SIB must not be influenced or seem to be influenced by outside matters and influences.

In this Policy "Related Person" means a spouse, parent, parent-in-law, sibling, child, grandchild, dependents, aunt, uncle, niece, nephew, any person with whom they reside, or controlled corporation.

In this Policy "Benefit" includes, but is not limited to:

a) employment benefits;
b) contract benefits;
c) educational, medical or other social benefits;
d) honorariums;
e) the allocation of land, approval of a house or renovation; or
f) the payment of any money.

A "Conflict of Interest" will arise when

a) the Chief, a Councillor, employee or committee member exercises a power or performs a duty or function in the execution of his or her position and at the same time knows or ought to know that in the performance of the duty or function or in the exercise of the power there is opportunity to receive a benefit for themselves or to provide a benefit to a related person;
b) the personal interests of the Chief, a Councillor, employee or committee member supersede or compete with their dedication to the best interests of the Band; or
c) holding outside office or employment that may place competing demands on the person's duties and commitments to the Band, or cause them not to be objective in their duties to the Band.

A Conflict of Interest will not arise if a benefit is intended or extended at the same time:

a) to the Band Members;
b) to a group of Band Members who are identifiable by reference to age, gender, financial circumstances, or medical needs; or
c) to the Band, Council, Committee or employees as a whole.

The Council, committee members and employees will conduct themselves to avoid a Conflict of Interest.

If the Chief or a Councillor is unsure of whether they have a Conflict of Interest, the Councillor will raise the perceived Conflict of Interest with the Council, and the Council will decide whether a Conflict of Interest does exist with the Band.

If a Committee member is unsure of whether they have a Conflict of Interest, the Committee member will raise the perceived Conflict of Interest with the Committee, and the Committee will decide whether a Conflict of Interest does exist with the Band.

A person with a Conflict of Interest will not exercise their powers or authority, and will:

a) not take part in the discussion of or vote on any question in respect of the matter;
b) immediately leave the meeting or the part of the meeting during which the matter is under consideration;
c) not sign a Resolution or letter in respect of the matter;
d) not attempt in any way, whether before, during or after the meeting, to influence the opinion or vote of the Committee or Council on any question in respect of the matter;
e) not attempt in any way to influence employees or committee members in carrying out their duties; or
f) not participate in the interview, selection, appointment, promotion, supervision or evaluation of a Related Person.

Where a Conflict of Interest is discovered after consideration of the matter, the Conflict of Interest must be declared in writing to the Band.
Any person who fails to or makes an incomplete disclosure of a Conflict of Interest will be subject to disciplinary action by the Council.

III. PAYMENT OF RENT

A. Damage Deposits:

The Band will hold as security against damages to the rental unit a damage deposit equal to one half the rent upon possession date of the tenant.

The Band will keep the damage deposits in a separate account. Should a Tenant vacate the premises, the Band will return the damage deposit with interest (based upon the current rate used by the BC Tenancy Board), assuming the move out inspection has shown no damage. If a unit is damaged beyond normal wear and tear from ordinary use, the Band can subtract repair costs and give the tenant the balance plus interest along with the reasons for deductions. Any unpaid rents or other outstanding debts to Skeetchestn Indian Band and / or its corporate entities will also be deducted from the damage deposits.

B. Rent Calculation:

Social Housing rents are set at fixed, affordable rental rates and may be adjusted from time-to-time to cover for all costs in providing housing services to the Skeetchestn Indian Band membership.

1. Fixed Rents

Rental rates are set according to Appendix C of this Skeetchestn Housing Management Plan.

2. Rent Increases

Rents are to be reviewed on an annual basis by the Skeetchestn Housing Manager with the guidance of the Skeetchestn Housing Department and Finance Department to ensure that rents comply with the Skeetchestn Financial Administration Law and ensure that the social housing program does not lead to a net deficit. All rental increases must be approved by the Director of Operations, who may consult and seek approval by Chief and Council.

3. Notice of Rent Increases

The Housing Department must provide 3-months' notice in order for any rental increases to take effect and may not increase rent for one calendar year from the previous rent increase.

4. Allowable Rent Increase

The Housing Department may not increase rent over and above the most recently published allowable rental increase provided by the BC Tenancy Act. Rental rates may not be increased for tenants who have resided in the premises less than one year.

5. Services Provided

Rent includes accommodation, water, garbage removal, and other services as may be outlined in the rental agreement, but does not include snow removal for driveways, lawn maintenance, electricity, gas, cable or satellite television services, phone, content insurance, internet, furniture or any services not explicitly provided for in the rental agreement or the Skeetchestn Housing Management Plan herein.

C. Rent Collection:

Proper rent collection supplies the cash the Band needs to meet mortgage payments and to pay for ongoing maintenance, supplies and daily operations.

1. The tenant agrees to pay the Band their monthly rent in advance, on the first day of each month at the Band office or at such other place as the Band may hereinafter from time to time direct. Payment shall be made in cash, cheque or money order made payable to the Skeetchestn Indian Band. Post-dated cheques may be left with the Finance Department.

2. If the tenant is receiving any moneys from the Band (ie: payroll), the tenant must sign a payroll deduction form and the amount of the rent will be automatically deducted from their cheque(s). This would include wages educational payments, social assistance, contracts, etc. (This list is not inclusive and is meant only to provide an example for explanatory purposes).

3. If the Tenant is receiving income from any source other that the Band, the Tenant will be responsible for ensuring their rent payment is received by the Band office on the first of the month for that month's rent.

4. If there are multiple tenants in a residence, the primary lessee will be responsible for ensuring the rent is paid in full.

NOTE: A Tenant Rental Payment Record must be kept in the Band files and up-dated regularly.

D. Rent in Arrears:

Bad rent collection robs the Band of valuable revenues. Rent is used to pay the housing loans. If rent is not collected, the Band must make up the shortage using Band revenues. There is a cost to the Band in that it loses interest and/or is prevented from using the moneys elsewhere. Bad rent collection also adds to the deterioration of a project, increases receivables and alerts CMHC to poor administrative practices. Poor administration could result in subsidy suspension and/or a freeze on new unit allocations to the Band.

1. If the Tenant cannot pay rent on the first of the month, the Tenant may make a request in writing to the Social Housing Co-ordinator asking for a maximum two-week extension. The request must be made prior to the first of the month. Approval of the request will depend on the Tenants ability to repay. A Tenant may apply for an extension no more than three times a year.

2. If the Principle Tenant has paid rent by cheque and it comes back as N.S.F. (Non-Sufficient Funds) from the Bank, they will be notified immediately and must have paid in full by noon on the 15th of that month or an eviction notice will be issued. If 2 N.S.F. cheques are received in one fiscal year then the tenant must pay by certified cheque, money order, or cash until the end of that fiscal year.

3. A $35 fee will be charged for N.S.F. cheques, and is payable at the Finance Department.

4. A penalty for late payment of rent will be charged by the Band. The charge will be equivalent to the current rate of interest charged to all Band Accounts Receivable.

5. If rent is not received on or before the 1st day of the month by 4:00 pm and no extension has been requested, an eviction notice will be given on the fifth day of the month. If the rent is paid prior to the 5th of the month, it will still be deemed that the tenant has used one of their 3 annual eviction notices.

6. If the rent has not been paid in full by the 5th of the month, an eviction notice will be issued and the Tenant will have 10 days (from the date of letter registration or hand delivery) in which to pay the outstanding rent.

7. If the Tenant has not paid the outstanding rent by the end of ten days, a second eviction notice will be issued and the tenant will have an additional 10 days to pay the rent in full.

8. If the rent is still not paid in full after the second eviction a third and final eviction notice will be issued and the tenant will have until the last day of that month to pay the rent in full.

9. If the full rent has not been paid by the end of the third and final grace period the matter will be resolved in Council and a Band Council Resolution will be passed to finalize eviction. The eviction process will then begin and the R.C.M.P. will attend the tenant move-out.

10. An eviction notice is deemed delivered by the Band if:
    a. Mailed to the Tenant by "registered mail"; or
    b. Hand delivered to the tenant or any other occupant of the house over the age of 19. If there is nobody home then the notice will be affixed to the premises.

11. If three eviction notices have been served in the period of one year (April 1 - March 31), failure to pay rent on the first of the month thereafter will result in immediate eviction. There will be no 10-day leniency period for payment. The eviction is immediate and absolute.

12. If any rental payments are in arrears and outstanding, whether the Tenant is currently living in the home or not, the Tenant agrees and hereby authorizes the Band to recover any and all moneys outstanding through deductions from any monies owed to the tenant from the Band, including but not limited to wages, social assistance payments, education payments and/or any contracts. The Band may seek a garnishee of wages or any other means available to the Band.

E. Pet Clause

Tenants want the benefits that go along with keeping a pet, while landlords want to make sure their property is protected from damage, and that every tenant has the same privileges. The landlord (Skeetchestn Indian Band) can end the tenancy if the pet*(s)* are disturbing other tenants unreasonably, if it threatens the safety of the landlord or other tenants, or if the pet has caused damage to the property. The property must be kept in sanitary conditions for the benefit of their neighbours at all times.

1. The tenant must pay the equivalent of a half-month's rent pet deposit to cover any damage caused by the tenant's pets or fines related to the violation of the Skeetchestn Housing Management Plan or any pet bylaws enacted by the Skeetchestn Indian Band Chief and Council.

2. The tenant must notify the Housing Department if they wish to add a pet to the household and pay the deposit prior to the addition of that pet.

3. The tenant is liable for damage caused by a pet. Tenants must repair any damage caused, and can be ordered to pay the landlord for costs that the landlord incurs because of the pet*(s)*.

4. The tenant will be given a written notice from Social Housing and will be given reasonable notice to correct the problem.

5. Any breach of this provision and the landlord (Skeetchestn Indian Band) can declare the Rental Tenancy Agreement ended.

IV. HOUSING MAINTENANCE & INSPECTION PROCEDURES

A. Maintenance:

1. Routine Maintenance

All routine maintenance is the responsibility of the tenant. This includes day to day up-keep on the houses such as cleaning and keeping the house tidy, washing the windows, maintaining the area surrounding the house so it is in a clean and sanitary condition and free of weeds and debris. No abandoned vehicles or vehicles not in working condition or any miscellaneous vehicle parts are to be left in the yard.

Routine maintenance will also include minor repairs and replacement of such things as light bulbs, closet doors, door knobs, switch covers, hand rails, towel bars and screens. The tenant will not mark or deface the interior or exterior walls of the house nor will the tenant use any sticky tape, e.g., masking tape on any painted surfaces.

At the time of the annual inspection, any items in need of routine maintenance will be recorded. The tenant will then have one month to complete the necessary maintenance. If the routine maintenance is not completed within one month, the cost of the neglect items in the home of the Tenant will be the sole responsibility of the Tenant and the Band will hire someone to complete the maintenance and the tenant will be charged for the cost of the repairs.

Tenants **are** responsible for:

a. Snow removal on driveways;
b. Cosmetic repairs (subject to approval);
c. Winterization (e.g. changing weather-stripping);
d. Air conditioners;
e. Minor repairs, maintenance and upkeep not requiring specialized assistance (e.g. changing lightbulbs and furnace filters);
f. Maintaining a clean, safe and sanitary residence;

g. Maintaining all fixtures and basic appliances, including range, stove, fridge, washer and dryer to ensure an extending the useful life;
h. Maintaining all adjacent property including, but not limited to, the front and back yards;
i. Keeping the property clear of clutter, uninsured vehicles, and fire hazards (e.g. firewood, excessive brush, and oil containers),
j. Costs of repairs due to wilful or negligent damage, including damage caused by Tenant's guests; Repairs due to any wilful or negligently caused damage by the Tenant or Tenant's guests that will be billed to tenant's account;
k. Lawn mowing and providing for exterior property landscaping;
l. Reporting any water and sewer back-ups;
m. Reporting damage to the building envelope (e.g. leaky roofs, leaks in plumbing, missing siding and windows, etc...); and,
n. Reporting any safety hazards on the property that the Housing Department may not be reasonably aware of.

2. Preventative Maintenance

This involves taking care of the home before something breaks or goes wrong. This is the responsibility of the Band and will be done by one person who will be responsible for the maintenance of the houses. A copy of the maintenance inspection form is attached to the Rental Tenancy Agreement. Prior to March 31, of each year an annual regular maintenance inspection will be performed on each house. The Band will provide one week's written notice of when the maintenance inspection will take place.

a. The Tenant must notify the Housing Department of any serious problems including:
b. Reporting utility malfunctions (hydro, gas, water, sewage and septic);
c. Reporting any damage to the building envelope (e.g. leaking roofs, any leaks in plumbing/sinks to prevent mould, missing siding and windows); and,
d. Reporting any safety hazards to the Housing Department to ensure that they are aware of the deficiencies.

3. Extraordinary Maintenance

This is the type of maintenance and repair necessary when major household items wear out or break down, e.g.: leaking hot water tanks, refrigerator, stove, washer, dryer. When this happens the Tenant will make a list in writing of the repairs needed and bring it to the Housing Department. The Housing Department will then issue a work order and arrange

for the necessary repairs. Repairs are considered to be normal maintenance and are included as part of the yearly operating expense.

However, certain capital items in the house will simply wear out and become too expensive to repair. When this happens the cost of having to replace the item will be taken from the Replacement Reserve. (See Funding Procedures under the Financial Procedures of this Management Plan for further procedures on the Replacement Reserve).

The Housing Department is responsible for any repairs requiring specialized assistance, including:

a. Chimney sweeping;
b. Septic pump outs;
c. Heating and ventilation;
d. Electrical;
e. Plumbing;
f. Serious Flooding;
g. Frozen pipes;
h. Repairing basic service malfunctions (hydro, gas, water, sewage and septic);
i. Hot water tanks;
j. Basic appliances, including ranges, stoves, fridges, washers and dryers;
k. Smoke detectors (including defective and expired units);
l. Roofing and major repairs to the building envelope or structure;
m. Falling and tripping hazards (uneven/protruding flooring, unfastened decks or guardrails, stair repairs);
n. Clearing eaves troughs/gutters in the fall; and,
o. Fire extinguisher testing and replacement;

The Housing Department will provide services for the following at a fee to be charged to the tenant's account:

a. Small floods resulting from flooded toilets;
b. Clogged toilets, sinks or bathtubs, depending on the scope of the issue; and
c. Connection/Installation and repairs of Dishwashers.

Tenants will be responsible for paying the insurance deductible on any claim caused by wilful damage of the home or negligence on the part of the tenant. For any similar type of damage that results in a cost directly to the band that does not result in an insurance claim,

the tenant must provide a police file number if claiming vandalism and may be required to pay for the full cost of the damage. Two cases of vandalism within a short period of time may result in the Housing Department contacting the Royal Canadian Mounted Police to investigate possible vandalism charges.

4. Uninsured Vehicle Policy

No vehicle, house trailer, horse trailer, mobile home, camper, recreational vehicle (e.g. Snowmobile(s), ATV(s), motorcycle(s), shall be parked, kept or stored on the Premises without proper insurance papers. (Can be obtained from any ICBC Agency).

No house trailer, mobile home, motor home, camper, recreational vehicle, boat or commercial vehicle shall be occupied on the Premises.

Social Housing shall at any time request insurance paper(s) and or storage insurance documentation for any and all vehicles on your premises for the duration of this Rental Tenancy Agreement.

If there are more than 2 vehicles per unit the landlord (Skeetchestn Indian Band) will ask these be kept in an orderly fashion on the premises.

Should a tenant or his/her convents fail to abide or does anything contrary to the terms of this provision the landlord (Skeetchestn Indian Band) may declare the tenancy ended.

B. Inspections

Inspections are the only way the Band can identify repair work that is required. It also helps the Band budget for the upcoming annual maintenance costs and planning major repair programs such as painting or carpet replacement. For this reason, the Band will complete these inspections and estimate the maintenance costs before the end of the fiscal year.

1. Annual Inspections

The Band will perform property inspections of all the housing units each fiscal year and will provide notice of when the maintenance inspection will take place. During the inspection, the maintenance inspector will look for things that need to be repaired and the Tenant should point out any problems that they are having. The Tenant is expected to report any damages to the maintenance inspector. The Tenant will not make any alterations to the home without prior written consent from the Band.

2. Move In/Move Out Inspections

It is very important to conduct the move in/move out inspections as this protects the Band and the Tenant from possible disputes.

a) Move In Inspections

When the Tenant moves in, both the Housing Department and the Tenant will perform an inspection for the purpose of itemizing the condition of the house. This inspection will be compared with the move-out inspections done later to determine the Tenant's responsibility.

During the move-in inspection and two months after tenancy has begun, the maintenance inspector will instruct all new Tenants on the proper use and regular maintenance of wells, pressure tank, hot water tank, the furnace, and breaker switches. This is to include specific instructions on pilot lights and procedure when leaving the house empty for any length of time. Fire procedures, including use of fire extinguishers, chimney fire problems, etc., will also be reviewed.

b) Move Out Inspections

When a house is vacated, an inspection will be completed before the damage deposit will be refunded. If a dwelling is vacated and not cleaned, the Tenant will be charged for cleaning and this amount will be deducted from the damage deposit and / or the pet deposit. The Tenant will be responsible for any damage caused by negligence, abuse, or pets. Any repairs and maintenance will be completed before a new Tenant moves in. If the "move-out" inspection shows any misuse or negligence on the part of the Tenant, the Band will determine whether or not the cost of repairs should be recovered from the Tenant and/or hold back the damage / pet deposits.

If a tenant moves out of a unit without telling the Band, two representatives of the Band should inspect the unit immediately and record the condition of the unit. Both people should sign a copy of the inspection report so that if there is any damage that has to be recovered from the tenant and there is a dispute, the Band's position will be stronger by having two witnesses to the damage.

Any extras will not be compensated for by the Band upon vacancy of the unit.

3. CMHC Inspections

CMHC will schedule a thorough inspection of each home, every five years to ensure that the houses are being maintained in accordance with prudent administrative practices. The Band will be contacted with the results of the inspection. This inspection will not take the place of the regular maintenance inspections and/or preventative maintenance.

V. TENANT MOVE IN/OUT PROCEDURES

A. Moving In

1. Tenants moving in will be responsible for all utility hook-ups and payments, content insurance, and general maintenance and upkeep as described above. Utility connections are required to be connected to maintain the structural integrity of the home. Proof of connection must be provided to the Housing Department. The Housing Department may request proof of continued connection periodically.

2. Any connections or reconnection charges will not be the responsibility of the Housing Department or of Skeetchestn Indian Band, but will solely be the responsibility of the tenant.

B. Moving Out

1. Written notice on vacating the home must be given to the Band 30 days in advance of the vacating date. If the Tenant fails to do so, the Tenant may be subject to paying the following month's rental if a new Tenant is not found immediately.

2. Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning (this amount may be deducted from the damage deposit). Refer to Section 31 of the Rental Tenancy Agreement for definition of clean. All chattels belonging to the tenant must be removed from the home while any items included in the rental unit at the time of move-in will remain on the property.

3. The Tenant shall not assign or sublet the premises unless the Band consents in writing.

    a. Subletting will be allowed only in cases where the original Tenant has to go out of town for work, in cases of financial hardship, or for health or educational reasons.

    b. Tenants looking to sublet their unit must provide a subletting plan outlining the reason for subletting, the length of absence from the rental unit and, if possible, a recommended applicant willing to occupy the unit in the absence of the original tenant. The tenant must also agree to the following terms and conditions of subletting the unit:

        i. That in the event a sublettor cannot be found to occupy the unit at any given point, including after evicting the sublettor, they will return to the unit or forfeit the property upon 30-days' notice being provided to the original tenant.

ii. That they accept the condition of the unit upon returning from their absence.

c. When the original tenant wishes to re-occupy the unit they must provide 3 months' notice to the Housing Department, unless the subtenant was given a specified move out date. If the subtenant was provided a specified move out date, it shall serve in lieu of 3 months' notice. The subtenant will be required to sign a temporary occupancy agreement, which will be reviewed annually and must be renewed upon complete a unit condition inspection report of the unit.

i. Any extras on ineligible features on or in the home remain with the home. The exception is where the house can be returned to its original state without damage & only with pre-approval of the Housing Manager.

VI. TENANT EDUCATION & COUNSELLING INITIATIVES

A. Tenant Education

As soon as the Tenants are chosen for the new housing units, the Social Housing Co-ordinator, along with the Housing Manager will hold a housing meeting for all new Tenants. The meeting will consist of two parts: 1) The Construction process and 2) The Operations process.

B. Construction Process

The Construction Manager will outline all the steps of construction from project start to completion. The Tenants will be informed at which stages their input is required (such as plans, extras, colour selection). The construction schedule will be laid out.

C. Operations Process

The Social Housing Co-ordinator will go through all the steps of the operating agreement (S.56.1). This document will be used as the source of information to ensure all issues are addressed. This will detail the rights and responsibilities of both the Tenant and the Band.

VII. RENTAL TENANCY AGREEMENT

All Tenants in a social housing project are required to enter into a rental agreement, which sets out the rights and responsibilities of both the Band and the Tenant.

A rental agreement or "Lease" is simply an agreement signed between the "landlord" (the Band) and the Tenant (a Band member) who will occupy the rented premises. It specifies the terms under which the tenant will occupy the rented premises, and the responsibilities the Band has to the Tenant and to the premises, which are occupied by the Tenant.

The rent paid by tenants is not a mortgage. Rent is paid to the Skeetchestn Indian Band to cover all housing expenses, including the housing loan used to pay for construction costs of all CMHC phases. As such, all rents paid by tenants are fees provided to the Skeetchestn Indian Band to occupy the social housing unit. Moreover, all Tenants in a social housing units are required to sign the Agreement between the 'Landlord' (Skeetchestn Indian Band) and the tenant and (Band Member) as shown in Appendix B.

OPTION TO PURCHASE AGREEMENT

Upon completion of the mortgage the Band Member may sign a Homeownership Agreement as shown in Appendix B. The Band Member will then assume all responsibility for all maintenance, repairs, insurance (including liability). Insurance documents for your home will be required for your home. Each homeowner can contact whichever Insurance Company they are dealing with at the date of transfer from the Band to the Homeowner.

LAND TRANSFERS

Where a Skeetchestn Indian Band member has transferred a surveyed one acre portion of their land held under a 'Certificate of Possession' to the Skeetchestn Indian Band for Social Housing purposes, and that transfer is registered in the Indian Land Registry, shall upon the completion of the loans amortization have their interest in that one acre portion allotted back to the Certificate of Possession holder. Should there be documentation of a 'Land Transfer' agreement between the original C.P. holder and the said Principle Tenant (of the Rental Tenancy Agreement) and that agreement is legally commissioned by a Provincially registered 'Commissioner of Oaths'. The agreement between the original C.P. Holder & Tenant is then approved with a BCR signed by Chief & Council, with the documents held on file until the social housing amortization loan payment is complete.

VIII. FINANCIAL PROCEDURES

A. Annual Budget Preparation:

The annual operating budget is an estimate of how much money the housing project brings in and how much the Band must spend on it for the upcoming year. It is necessary that the Band present and adhere to a balanced budget. It should be noted that CMHC will not increase the amount of subsidy available because a housing operation is running in a deficit. In addition, sound financial management is one of the criteria used to evaluate future housing allocations.

B. Collect Required Information and Prepare Worksheets:

a. Revenue:
Revenue from rents, 56.1 subsidy assistance and any anticipated interest earned on the operating account are summed up.

b. Expenses:
Allowable expenses include fire insurance, repairs and maintenance, water and sewer, administration, replacement reserve, loan payments, snow removal, garbage collection, professional fees and modernisation and improvements. CMHC portfolio management has ceiling amounts and formulas for calculation of certain expenses. The housing co-ordinator will check annually with CMHC to verify ceilings and formulas.

C. Balance the Budget:

If total expenses are greater than total revenue, the Band must look into ways of decreasing the expenses. This is not only a requirement of CMHC but is in accordance with the Band's Financial Bylaw. If this is required, the following procedure will be used (the procedures are listed in order of priority):

a. Create a priority list for maintenance and postpone addressing those, that are not of an urgent nature, to the following year;
b. Review the minimum rent with the possibility of increasing it;
c. Forfeit utility allowances for Tenants; and
d. Increase the percentage of income the tenants pay. For example, Tenants would pay 30% of their gross income instead of 25%.

If the revenues are greater than the expenses, excess revenues are held in a subsidy account. (See funding procedures below.)

D. Annual Financial Audit & Reporting to CMHC:

It is a requirement of the Operating Agreement that audited financial statements, and Annual Project Data Report be submitted to CMHC within four months of the fiscal year-end clause. Our year-end fiscal clause is March 31. It is no longer a requirement of CMHC that a project budget be forwarded to them. Nonetheless, the budget will be prepared by the Social Housing Co-ordinator and kept in the operating files.

The auditor will complete the Social Housing Operating Audit at the same period he/she completes the Band financial Audit, which will ensure completion by June 30th as per the Band's financial bylaw.

The primary role of the auditor is to express an opinion, in accordance with the generally accepted auditing standards, on the presentation of the Band's financial statements. The specific duties of the auditor are detailed in Section 13(5) of the Operating Agreement.

E. Funding Procedures:

a. Replacement Reserve:

The intent of the replacement reserve fund is to set aside funds which could be used for the replacement of capital items. This includes such items as ranges, refrigerators, roofs, flooring, furnaces, laundry equipment, and other capital items that are **approved by CMHC.**
This fund is kept in a separate bank account and payments will be made to it every month, in accordance with the amount authorised in the operating agreement. As interest earned on this account shall remain in the account it is to the Bands advantage to make payments every month instead of at the end of the operating year.

The housing co-ordinator must monitor this fund to ensure that there are enough dollars in the account to cover replacement costs. If it becomes apparent in future years that the replacement reserve account will not be able to cover replacement costs the Band will approach CMHC to request an increase in these funds.

NOTE: The replacement reserve is not to be used for maintenance items and any expenditures from the replacement reserve fund are first to be approved by CMHC.

b. Subsidy Surplus Account:

The subsidy surplus is to be maintained in a separate bank account. The subsidy surplus is the money that is left at the end of each year after the operating costs are paid. As per the operating agreement, the Band may keep surplus dollars up to the maximum amount of $500

per living unit for the term of the loan. After that amount is accumulated, the balance of the subsidy surplus at the end of each year must be returned to CMHC.

The subsidy surplus account funds are to be used to offset future costs of subsidising low-income tenants. All interest earned will form a part of that account. When accessing the subsidy surplus dollars, the interest must be used first and then the principle amount, should a larger amount be required.

Once the project has accumulated its maximum of $500 per living unit, subsidy surplus funds of up to 10% of any residual subsidy surplus dollars from the project, in any one fiscal year, can be transferred to another project that the Band owns, if that project requires the additional assistance because it's revenues are less than it's operating costs for some reason.

NOTE: Some restrictions and conditions apply so this must be discussed and approved by CMHC prior to any transfers.

IX. SOCIAL HOUSING APPLICATION PROCEDURES

A. Eligibility

1. Only registered members of the Skeetchestn Indian Band may apply for housing under the Section 95 Social Housing Program. Applications may be filled out in the Housing Department, submitted by e-mail or fax, but may not be submitted by phone. All applications must include a copy of one valid provincial or federal piece of identification and a status card or a letter verifying Indian status by the Indigenous and Northern Affairs Canada

2. Band Members may apply for housing at any time of the year. However, applications must be renewed every two years. Applications older than two years will not be considered during the housing selection process and will be discarded.

3. All Band Members must sign a Rental Agreement before legally acquiring a rental unit under the Section 95 Social Housing Program. Due to the age of majority being 19 years of age in British Columbia, a Band Member must be 19 years of age or older to move-in to housing and may not be considered during the housing selection process if the unit becomes available earlier than their 19th birthday. However, Band Members may apply for housing at any time provided they are 18 years of age or older.

4. Band Members must not have any arrears before being considered for housing unless they have signed an arrears repayment agreement and are in financially good standing for a minimum of 6 months with the Band and/or its corporate entities as determined by the records in the Finance Department and in accordance with the Financial Administration Law.

5. Occupancy standards will be used to assess the suitability of applicants for vacant housing units that are already constructed.

B. Application Requirements

In order to choose the most suitable candidates for rental tenancy, the Skeetchestn Indian Band requires all applicants to provide additional information to ensure that the most suitable applicants receive housing.

1. It is entirely the applicant's responsibility to fill out all required fields and provide all required information to the rental housing application as show in Appendix D. Applications that are missing required information will not be considered during the housing selection process.

2. All applicants must provide 2 non-family references. Exceptions will be made for Youth aged 24 years of age or under and 18 years of age or over.

3. Band Members who commit to living in a rental housing unit after being awarded a rental unit and later refuse the rental unit will not be considered for housing for a period earlier than 3 years from the date of rejection.

C. Scoring

All rental applications will be scored by the Housing Department as shown on the rental application as per Appendix D. Rental applicants are entitled to know their own personal score as per the application, but are not entitled to know the scores of other applicants or where they rank.

D. Allocation of Social Housing

Applicants who are selected by the Housing Department for housing under the Section 95 Social Housing Program will have 10 business days to acknowledge being awarded the unit and accept or refuse the unit by contacting the Housing Department. If the applicant does not respond within 10 days from the time the applicant has been notified of being the successful applicant, then the applicant who finished second for that unit will be offered the house and granted first right of refusal.

X. MARKET-BASED HOMEOWNERSHIP LOAN POLICY

This policy is designed and intended to allow Band Members to who qualify to borrow money from a financial institution to do so to build / renovate a home on reserve. There are several lending sources which work under the umbrella of this policy and will change from time to time. A full list of options will be available from the Housing Department.

The Policy is attached as **Appendix E** under this Management Plan, as it may undergo revisions as the process develops further and the regulations change. The Policy will be administered by the Housing Department under authority and direction of the Chief and Council of the Skeetchestn Indian Band, and any and all loans under this Policy must be approved by the Financial Institution and also by the Chief and Council of the Skeetchestn Indian Band. Further explanation of the program lies within that Policy.

BAND AUDITOR

Daley and Company

900-235 First Avenue

Kamloops, BC

V2C 3J4

250-374-5577

APPROVED BY: _____ DATE: _____

Authorized Signature

APPENDIX A – RENTAL TENANCY AGREEMENT

This is a Rental Tenancy Agreement made as of the ____ day of _____ 20__ between the Skeetchestn Indian Band of 330 Main Drive, P.O. Box 178, Savona, British Columbia, herein also known as the "Band", and _____ herein also known as the "Tenant", WITNESS THAT for and in consideration of the premises and mutual covenants and agreement hereinafter contained, the Band and the Tenant agree as follows:

OCCUPANTS

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

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

_____ _____

_____ _____

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

_____ _____

_____ _____

_____ _____

_____ _____

PREMISES

The Band rents to the Tenant for the sole use and occupation as a residential dwelling all those certain Premises more particularly known and described as:

_____

SERVICES AND EQUIPMENT

No furnishings, equipment or utilities shall be supplied by the Band except those checked below, which the Tenant agrees are in satisfactory condition and which the Tenant and Tenants guests shall use carefully:

Stove	( )	Fridge	( )	Hot Water	( )
Water	( )	Heat	( )	Tank	( )
Washer	( )	Dryer	( )		

RENTAL RECORD

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

RENT

1. The Tenant agrees to pay the Band rent in the sum of $_____ per month payable in advance, on the first day of each month at the band office or at such other place as the Band may hereinafter from time to time direct. Payment shall be made in cash, cheque or money order made payable to the Skeetchestn Indian Band. This rent may be adjusted in accordance with the provisions in clauses 4 and 5.
2. If the Tenant is receiving any income from the Band, the amount of the rent will be automatically deducted from their cheque(s). This would include wages, educational payments, social assistance, etc. (This list is not inclusive and is meant only to provide an example for explanatory purposes).
3. If the Tenant is receiving income form any source other than the Band, the Tenant will be responsible for ensuring their rent payment is received by the Band office on the first of the month, for that month1s rent.

DAMAGE DEPOSIT

1. The Tenant is required to pay a damage deposit of 1/ 2 the Rental amount which is $_____ prior to occupancy which will be reimbursed to the Tenant within 30 days of vacating the home, subject to leaving the home in the condition as stated under the "VACATING OF HOME" section of this Rental Tenancy Agreement.
2. The Band acknowledges receipt on the _____ day of _____ 20_____of the sum of $_____ from the Tenant as a refundable damage deposit.

3. The damage deposit may be used by the Band to pay for the repair of any damage to the house other than normal wear and tear, or to cover any unpaid rent.

2. The Tenant shall be required to pay their own utility charges and keep all utilities connected.

3. Written notice on vacating the home must be given to the Band 60 days in advance of the vacating date. If the tenant fails to do so, the Tenant may be subject to paying the following month's rental.

EVICTION

1. If rent is not received on or before the 1st day of the month:
   a) A due notice will be given on the 1st day of the month.
   b) An eviction notice will be given on the 5th of the month if the rent is not paid by then.

2. A notice is deemed delivered by the Band if:
   a) Mailed to the Tenant by "registered mail" if the Band has a mailing address on file; or
   b) Delivered to the Tenant or any other occupant of the house over the age of 19 years.

3. If any rental payments are in arrears and outstanding the Tenant agrees and hereby authorizes the Band to recover any and all monies outstanding by any of the following means:

   a) Deductions from wages;
   b) Deductions from social assistance payments;
   c) Deductions from education payments including post-secondary;
   d) Garnishee of wages; or
   e) Any other means available to the Band.

4. Any of these means can be taken both on and off reserve.

5. Wilful damage or abuse of the house will result in:
   a) An additional damage deposit to pay for damages;
   b) A notice of eviction; or
   c) Both.

6. The tenant or his/ her guests are not to unreasonably disturb the quiet enjoyment of other tenants. Disturbances are required to have a police file number for the Department to take action. Notices of evictions will result from repeated disturbances of other tenants. Notices will be sent by registered mail or delivered upon proper documentation.

7. If the tenant or his/ her guests has threatened the landlord's safety or rights or interests, or that of other tenants, the tenant is subject to an eviction notice to be given in writing.

8. All notices of eviction will be given in writing to the tenant.

9. The tenant will abide by all rules, regulations implemented.

INSURANCE

1. The Band, as owner, will bear the cost of fire insurance for the home as specified under "Premises" section on page 1 of this agreement. The cost of personal contents insurance will be borne by the Tenant.

2. 100% of the deductible will be charged to the Tenant for claims as a result of wilful damage (vandalism) e.g.: broken window, smoke damage, holes in walls.

3. The Band will pay 100% of the deductible for accidental damage caused by uncommon occurrences, or act of God.

4. The Tenant will not do or omit to do something which may render void or voidable any policy of insurance on the premises.

5. The Tenant will indemnify and save the Band harmless from all liabilities, fines, suits and claims of any kind for which the band may be liable or suffer by reason of the Tenant's occupancy of the premises.

6. The Band Council or its duly authorized representative may enter the premises without notice, as necessary without being held liable by the Tenant during an emergency.

MAINTENANCE

1. The Band may enter the unit only if one of the following applies:

   a) At least 24 hours and not more than 30 days before entry, the Band will give the tenant a written notice which states:

   The purpose for entering
   The date and the time of entry

b) There is an emergency and the entry is necessary to protect life and/ or property;

c) The tenant gives the Band permission to enter at the time of entry;

d) The tenant has abandoned the unit.

2. The Tenant will be responsible for the general upkeep and maintenance of the house. This will include minor repairs and replacements of such things as light bulbs, broken windows, closet doors, door knobs, switch covers, hand rails, towel bars, screens, etc.

3. The Tenant will be responsible for any damage caused by negligence, abuse or damages caused by the tenants pet.

4. The Tenant is expected to report any and all damages of the home to the Band.

5. The Band will:

a) Be responsible for all normal wear of the house;

b) Perform a regular maintenance inspection at least once annually; and

i. **After the inspection is complete the housing inspector and the tenant sign a "Housing Neglect Agreement". With this the tenant has 30 days to repair the damage or neglect items agreed upon.**
ii. **If this is not completed within the allotted 30 days than it will be fixed by the Band & billed to the tenant.**
iii. **Repayment is as per the Band "Financial Administration Law".**

6. The tenant will not mark or deface the interior or exterior walls or floors of the house nor will the tenant use any sticky tape, e.g.: masking tape on any painted surfaces.

7. All requests for repair/ maintenance service must be directed to the housing department.

8. The tenant will not make any alterations to the interior/ exterior of the home (including alterations or fencing to the land and/ or driveways) without prior written consent of the band.

9. The tenant is responsible for maintaining the house and area surrounding the house in a clean and sanitary condition and free of weeds and debris. No abandoned vehicles or vehicles not in working condition or any miscellaneous vehicle parts are to be left in yards.

10. If there are two or more uninsured vehicles, abandoned vehicles, or vehicles not in working condition on the tenant's premises then the social housing department will request the tenant provide documentation they have 'storage insurance papers'. If there is not any supporting documentation then the tenant will be asked to remove any such vehicles from the premises within 30 days. This will remain effective for the duration of the band rental tenancy agreement.

VACATING OF HOME

1. Upon vacating, the dwelling must be left clean or the Tenant will be charged for cleaning (this amount may be deducted from the damage deposit).

2. Clean shall mean:
   a) Floors to be cleaned and washed.
   b) Walls cleaned and washed.
   c) All electric light bulbs functioning and in place. All fixtures whole and undamaged.
   d) Refrigerator cleaned out of all food and stains and defrosted. All damage repaired to racks, etc. No surface may be scraped during defrosting. No debris under or behind refrigerator.
   e) Range cleaned free of all grease inside and out, free of all debris, glass clean, no debris under or behind range. All fuses for range must be in working order.
   f) All garbage what so ever must be removed from the suite, cupboards, cabinets, etc.
   g) Washer and dryer cleaned inside and out. No debris under or behind washer and dryer.

DEFAULT

1. If there is more than one Tenant, the obligations hereunder shall be joint and several.

2. A breach of this Tenancy Agreement by the Tenant, by failing to perform or observe any of his/ her covenants, or doing anything contrary to the terms of this Agreement, gives the Band

   the right to declare tenancy ended, and there upon the tenancy and Tenant's rights hereunder shall absolutely cease, with re-entry or any other act or legal proceedings, and the Band or it's agent may re-enter the premises or any part of it, and thereafter have, possess and enjoy it as if this Tenancy Agreement had not been made and the right to terminate the tenancy and thus regain vacant possession of the premises.

THE TENANT HEREBY ACKNOWLEDGES HAVING READ THIS BAND RENTAL TENANCY AGREEMENT AND ACKNOWLEDGES RECEIPT OF A DUPLICATE COPY.

Dated at Savona, British Columbia this 23 day of May 2017.

Agreed to and signed by the Tenant(s) (each adult occupant):

Agreed to and signed by the SKEETCHESTN INDIAN BAND: Per:

Chief Councillor	
Councillor	Councillor
Councillor	Councillor

APPENDIX B – HOMEOWNERSHIP AGREEMENT

This Home Ownership Agreement made on the _____day of _____, 20_____.

BETWEEN:

Skeetchestn Indian Band
(Herein after called the "**Band**")

AND:

_____
(Hereinafter called the "**Homeowner**")

WHEREAS the Skeetchestn Indian Band would like to convey to the Homeowner in recognition of the final closing of the mortgage the full title of the property:

Legal Description:_____

Skeetchestn Indian Band in recognition of the completion of the indebtedness made by _____ to the Band for One Dollars ($1.00) on _____, 20_____, do acknowledge that the above-described indebtedness has been paid, and by this instrument do transfer the said property.

COVENANTS FOR TRANSFER

Homeowner Rights

The Homeowner has the following **rights**:

- To have the quiet enjoyment and use of their home,

Homeowner Responsibilities'

In addition, the Homeowner has the following **responsibilities**:

- To cover the full cost of **all** maintenance, repairs, renovations and extensions except where approved for federal assistance funding,
- To not wilfully cause or negligently damage the home in a significant manner if receiving continued Band funded assistance for insurance premiums and claims,
- To continue to follow the applicable sections of the Skeetchestn Indian Band Housing Policy and other policies, laws and bylaws that may be passed from time to time,
- To pay all required fines, and service fees as may be issued from time to time, and,
- To pay any arrears owed as a result of breach of the Housing Policy, such as negligence in the event of an insurance claim, vandalism or any loans issued by the band for the home.

Skeetchestn Indian Band Responsibilities

The Skeetchestn Indian Band has the following **responsibilities**:

- To provide for the quiet enjoyment and use of home to any Homeowner who is complying with all terms and conditions of the Skeetchestn Indian Band policies, laws and bylaws.

Terms and Conditions

i. Both parties agree that any and all future repair and maintenance cost of the home is the responsibility of the Homeowner.
ii. The terms and conditions of this agreement are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.
iii. In all matters in this agreement, time is of the essence.
iv. The date of transfer will be immediate upon full execution by the Homeowner before a Witness within 30 days.
v. Nothing in this agreement shall be construed in giving any member of the Skeetchestn Indian Band ownership of lands and resources, including space above the home, save for the home situated above Skeetchestn Indian Band lands.
vi. In the event there he Homeowner also agrees to fully execute and place in trust with the Residential Property Manager the Certificate of Possession transfer documents required to

convey this property, with full instructions to INAC or the designated federal government body responsible for Indians to record the transfer on or before _____.

vii. Additional terms and conditions (if any):

Termination of the Agreement

Both parties agree that this agreement may be terminated in the event of a breach of this agreement and may also lead to an eviction under the tenancy policies and procedures upon termination.

FOR THE BAND:

Signature of Chief Councillor

Signature of Councillor

Signature of Councillor

Signature of Councillor

Signature of Councillor

At _____, this _____day of _____, 20_____.

I hereby certify that on this day, the Chief and Council of the Skeetchestn Indian Band in BC personally appeared before me known to be the person(s) described and who executed the foregoing instrument and acknowledged before me that they executed the same for the purpose expressed.

FOR THE HOMEOWNER:

Homeowner

Witness

APPENDIX C – SCHEDULE OF RENTAL RATES

The rent scale for CMHC subsidized units are as follows:

Unit Type	Monthly Rent
Bachelor	$325.00
1 bedroom	$400.00
2 bedroom	$450.00
2 bedroom with basement	$550.00
3 bedroom	$550.00
4 bedroom	$600.00
5 bedroom	$650.00

APPENDIX D – RENTAL APPLICATION FORM

Skeetchestn Indian Band
Application for Housing

If you are an Elder Please check ( ) here and you will be put on the Elders Housing Priority list

_____
NAME (PRINT)

_____
STATUS NUMBER

_____
_____
_____
_____
ADDRESS

QUESTIONS	ANSWERS		
1. Do you own your own House? (Yes 0 points – No 15 Points)	Yes	No	Point(s)
2. Are you normally S.I.B residents? (Have you lived more than 6 Months on the Reserve in the past year?) (Yes 1 point – No 0 points)	Yes	No	Point(s)
3. Have you lost a home due to fire or destruction? (Yes 5 points – No 0 points)	Yes	No	Point(s)
4. Is a child, an elder or an infirm person (dependants) being looked after in your home? (Yes 2 points – No 0 points)	Yes	No	Point(s)
5. How many of your children (under 21) live in your house on a full time basis? (1 point per child up to a maximum of 3 points)	Yes	No	Point(s)

6. Children / dependants are Band Members?
(Yes 2 points – No 0 points)

Yes	No	Point(s)

7. If a couple: are you both Band Members of S.I.B?
(Yes 4 points – No 0 points)

Yes	No	Point(s)

8. One Spouse is Status Indian of Native Ancestry but Non-Band Member?
(Yes 1 point – No 0 points)

Yes	No	Point(s)

9. Applicant or spouse has been employed full time for 1 year or more. (3 points)

Yes	No	Point(s)

10. Applicant is a member receiving funding for education, or other source of secure funding. (3 points)

Yes	No	Point(s)

11. Applicant is homeless or is currently living in temporary housing. (2 points)

Yes	No	Point(s)

12. Applicant's household is considered overcrowded as per national standards. (One point for each person who is living in an overcrowded condition)

Yes	No	Point(s)

Points are determined on the following basis, for questions answered "Yes" (except for question #1 where points would be gained for answering "NO"):

a. Write your point(s) for each question in the "point(s)" column.
b. Write total point(s) in "total points" space below.
c. Complete the application at the Skeetchestn Housing Department.

For questions that do not apply to your situation please put N/A in point(s) column.

Total Points _____

_____ _____

APPLICANT SIGNATURE *DATE*

CONTACT INFORMATION:

EMAIL:_____PHONE #:_____