

Kitasoo/Xaixais First Nation

HOUSING POLICY



May 2018

KITASOO/XAIXAIS FIRST NATION HOUSING POLICY

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1.0 INTRODUCTION

1.1 Definitions

- **“Appeal”** enables applicants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of decisions to ensure they follow the housing policy and community housing goals and priorities.
- **“Appellant”** means a person appealing under Section 10 of this Policy;
- **“Appeals Committee”** the group hearing and deciding an appeal under Section 10 of this policy. The Appeals Committee is either the Housing Committee or the Band Council depending on the decision being appealed.
- **“Arrears”** means loan payments, interest and any other penalties or charges owed to a Bank or Band for loans or rent that are late or overdue.
- **“the Band”** means the Kitasoo/Xaixais First Nation.
- **“Band Council”** means the Kitasoo/Xaixais Band Council
- **“Bank”** means the Bank(s) approved by Kitasoo/Xaixais First Nation to provide mortgage loan funding.
- **“Committee”** means the Housing Committee
- **“Community”** or **“the community”** means the Kitasoo/Xaixais First Nation
- **“Elder”** means a registered member of the Band who is 60 years of age or older.
- **“Homeowner”** means a Band member who has received assistance through the Individual Mortgage Program.
- **“Housing Authority”** means the department established by of the Kitasoo/Xaixais Nation to administer its housing resources.
- **“Housing Committee”** means a committee established by Chief and Council to assist and over-see the Housing Authority in the delivery and operation of all on-reserve housing.
- **“Housing Criteria”** means the things that are considered when deciding priority for the allocation of housing funds and other resources.

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- **“Housing Policy” or “this Policy”** means this document, the entire Kiatsoo/Xaixais First Nation’s Housing Policy including appendices.
- **“Housing Authority Posting”** an advertisement posted by the Housing Authority to notify Members that applications are being received for housing units, renovation or construction funding.
- **“ISC”** means Indigenous Services Canada,
- **“Kitasoo/Xaixais First Nation” or “KITASOO/XAIXAIS FIRST NATION”** means the Kitasoo/Xaixais First Nation.
- **“Loan payment(s)”** means the amount paid or required to be paid by a homeowner to the Bank to repay the bank loan.
- **“Member”** means an individual who is a registered status Indian in accordance with the Indian Act and registered on the Kitasoo/Xaixais First Nation Band List.
- **“Social Development Department”** means the department established by the Kitasoo/XaiXais Nation to assist Members receiving social assistance.
- **Spouse”** a person is a spouse if the person is:
 - a. married to another person, or
 - b. has lived with another person in a marriage-like relationship for a continuous period of at least 2 years
- **“Tenancy Agreement”** means the contract between a Member and the Housing Authority establishing the terms and conditions for the rent of a Rental Unit.
- **“Rental Unit”** means the Kitasoo/Xaixais Housing Authority unit occupied by a tenant or home owner.

1.2 Housing Mission Statement

The Housing Authority, staff, Chief and Council and community members will work together to provide safe, healthy and affordable housing for Kitasoo/Xaixais members through a fair, equitable and efficient application of this housing policy.

1.3 Objectives & Principles of the Housing Authority

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The Housing Authority is the department of the Kitasoo/Xaixais Nation that administers that Nation's housing resources. Housing Authority Staff report to the Housing & Public Works Department Manager.

The objectives of the Housing Authority are to:

1. operate in an equitable manner;
2. be transparent and accountable;
3. protect and enhance the community's investment in housing;
4. share the responsibility for housing between the Kitasoo/Xaixais Nation government and the homeowners;
5. promote individual pride and responsibility for housing; and
6. implement priorities established by Council in consultation with and/or upon the recommendation of the Housing Authority.

1.4 Policy Amendments

This policy will be reviewed for updates by the Kitasoo/Xaixais Band Council on an annual basis. Amendments can only be approved through a Band Council Resolution. Either the Band Council or the Housing Authority may propose amendments. Proposals will be provided to the Kitasoo/Xaixais membership for review and comment prior to passage by Band Council Resolution.

1.5 Compliance with Policy

The Council, Housing Coordinator, employees, Housing Committee, and all Members must act in accordance with this policy.

1.6 Forms

The Housing Coordinator will develop the forms referenced in this Policy, and have such forms approved by Council.

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2.0 HOUSING AUTHORITY PROGRAMS AND ELIGIBILITY

2.1 Housing Authority Programs

The Housing Authority provides the following programs to members:

- (a) Band Rental Housing
 1. Provide a range of rental units and services to meet community needs.
 2. Provide rental housing units that are affordable for members on social assistance.
 3. Undertake annual homes inspections by the Housing Authority.
 4. Develop program to provide subsidized maintenance services for elder tenants.

- (b) Home Ownership
 5. Provide information to members on mortgages and construction loans.
 6. Review applicant financial suitability.
 7. Require that potential homeowners have a valid and up to date will.
 8. Provide fee-based home insurance.
 9. Provide fee-based minor maintenance services for privately owned homes.

- (c) Major Renovations Assistance
 10. Provide assistance to renters and homeowners to have home inspections.
 11. Apply for renovation funding
 12. Support homeowners to access financing for renovations, as required

2.2 Rental Housing Eligibility

Applicants for a Rental Unit must:

- a) include at least one applicant who is an adult Kitsoo/Xaixais Band member (at least 18years of age),
- b) have no outstanding debts owing to the Band, or a debt-repayment agreement,
- c) have a satisfactory credit history or references,
- d) not own any home in Klemtu, and
- e) have submitted to the Housing Authority an up-to-date and complete Housing Application including documentation of household income to demonstrate how they intend to meet rent obligations (e.g. pay stub, T4, S/A file)

2.3 Social Housing Eligibility

Applicants for social housing rental unit must in addition to the requirements set out in Section 2.2 for Rental Housing must also:

- f) have a consent letter from the Social Development Department, and

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- g) provide an authorization allowing the Band and Housing Authority to keep their Shelter Allowance as payment towards the cost of rent.

NOTE: the payment of shelter allowance towards rent does not relieve Tenants from having to pay any balance of their full rent, and any other charges under their Tenancy Agreement.

The Social Development Department may provide assistance in completing housing applications.

2.4 Home Ownership Eligibility

Applicants wanting to purchase a home from the Band, rent-to-own a home from the Band, or have a home mortgage guaranteed by the Band, must:

- a) include at least one applicant who is an adult Kitasoo/Xaixais Band member (at least 18years of age),
- b) have no outstanding debts owing to the Band, or a debt-repayment agreement,
- c) have a satisfactory credit history or references,
- d) have submitted to the Housing Authority an up-to-date and complete Housing Application including documentation of household income to demonstrate how they intend to meet rent obligations (e.g. pay stub, T4, S/A file),
- e) agree to sign over any Certificate of Possession they have to the Band,
- f) agree that they will have no claim of ownership or title over the land where their home is located,
- g) agree to indemnify the Band for any default on a Band guaranteed loan in cases where a loan is required to finance the purchase or construction of a home, and
- h) able to complete any necessary construction within 18 months of a successful application.

2.5 Home Construction Eligibility

Members who have the financial means to secure financing to build their own home in Klemtu may apply to the Band for permission to build on Band land if the Applicants:

- a) include at least one applicant who is an adult Kitasoo/Xaixais Band member (at least 18years of age),
- b) have no outstanding debts owing to the Band, or a debt-repayment agreement,
- c) have a letter of offer for a mortgage or mobile home loan, or documentation proving sufficient personal savings to construct a home or purchase a mobile home for installation in Klemtu,
- d) agree to indemnify the Band for any default on a Band guaranteed loan,
- e) agree to sign over any Certificate of Possession they have to the Band,

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- f) agree that they have no claim of ownership or title over the land where their home is located, and
- g) either:
 - a) In the case of constructing a new home:
 - I. quotes from contractors and building material suppliers. and
 - II. Engineer approved blueprints.
- or,
- b) In the case of a mobile home
 - I. Plans to install a mobile home in Klemtu.

2.6 Child Tenancy or Home Ownership Eligibility

- a) In the interest of ensuring that Kitasoo/Xaixais children remain in Klemtu, the Housing Authority may in extraordinary circumstances allow members under the age of 18 to rent or own a home through a guardian or trustee notwithstanding the age eligibility requirements found elsewhere in this Policy.
- b) Extraordinary circumstances would include a situation where a child is willed a home by a Member. In this case, the home would be transferred through a new Tenancy Agreement to a trustee on behalf of the children until the child is 19.
- c) Notwithstanding anything else in this Policy, guardians who hold housing in trust for children may also own their own home or have a Tenancy Agreement for a separate rental unit.

2.7 Wills and Estates

- a) In the event of the death of a Tenant the Housing Authority will determine who may be eligible to sign a new Tenancy Agreement for the deceased's rental unit.
- b) The Housing Authority may honour a valid written will by offering a Tenancy to a person named in a deceased Tenant's will, subject to the inheritor:
 - i. paying any of the deceased's rental arrears and other housing-related debts,
 - ii. terminating any other Tenancy Agreements they may have with the Housing Authority,
 - iii. transferring ownership of any homes they may have located in Klemtu to other Members, and
 - iv. transferring any Certificates of Possession they may have to the Band.
- c) The Housing Authority may grant a Tenancy Agreement to a non-member surviving spouse or non-member children who lived in a home with a deceased Tenant. Such tenancy agreements may be time-limited to allow the surviving family to find a new home.

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2.8 Renovation Eligibility

- a) Members who own homes on-reserve are eligible to apply to the Housing Authority for home renovations for their primary residence. Repairs or replacements of the following may qualify as eligible renovations:
 - 1) roof
 - 2) windows
 - 3) doors – inside and outside
 - 4) kitchen & bathroom fixtures (excluding appliances)
 - 5) countertops and cabinets
 - 6) floor
 - 7) foundation
 - 8) electrical
 - 9) plumbing
 - 10) heating
 - 11) insulation, and
 - 12) outside cladding/siding
- b) Applications must include a professional inspection and cost estimate.
- c) Replacement will be of the same model or a reasonable alternative. If the homeowner wishes to purchase something beyond this, they will be responsible for paying the difference in price.
- d) All elements to be replaced will be energy efficient to reduce utility costs and improve performance.
- e) Renovations are not eligible for funding if required due to abuse or neglect of the home by the homeowner, their dependants, or guests. For example: broken windows due to parties, holes put through drywall for picture hanging, mold caused by a failure to repair a leak, etc.
- f) Replacement redecorating and cosmetic repairs are not considered to be eligible renovations.

3.0 RENTAL AND SOCIAL HOUSING PROCESS

3.1 Application Process

- a) The Housing Authority will from time to time announce that housing units or construction and renovation funding are available by publicly posting a Housing Authority Posting and

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application forms. Housing Authority Postings will list the type of housing or funding that is available, how many units may be available, eligibility criteria, and the deadline for applications.

- b) All applications must be submitted to the Housing Coordinator using the Housing Authority's Applications forms. Applicants must provide an address or an e-mail at which the Housing Authority may deliver documents to the applicant. All documents delivered to the provided address or e-mail will be considered delivered.
- c) There will be no waiting lists. Unsuccessful applications are not kept on file for future Housing Authority Postings. Instead unsuccessful applicants will be awarded more points if they apply again in future Housing Authority Postings.
- d) Applications and requests for housing and renovations that are made between Housing Authority Postings will not be considered. However, the Housing Coordinator will keep lists of all requests for housing and renovations by category and family size no matter when they are received. At least once per year the Housing Coordinator will report the list of applications to the Housing Committee along with any unused housing or funding assets. The Housing Committee will use these lists to determine how to focus the Band's housing resource to meet current needs and to plan future Housing Authority Postings.

3.2 Selection Process

- a) Successful applications for housing units or funding will be selected on the basis of a housing priority points system. The Housing Committee is responsible for developing the points system for each category of housing or funding.
- b) The Housing Coordinator will determine all applicant's eligibility and assess the strength of each application according to the Housing Policy.
- c) The Housing Committee will meet to consider the list of eligible applicants and the Housing Coordinator's recommendations. When the number of eligible applicants in a given year exceeds available resources in a Housing Authority Posting, the Housing Committee will decide who should receive funding based on the points awarded and other criteria in the Housing Policy.
- d) The Housing Coordinator will notify unsuccessful applicants.

3.3 Acceptance Process

- a) The Housing Authority will provide successful applicants with an offer to sign a Tenancy or Funding Agreement. An applicant's acceptance of the Housing Authority's offer will only be

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valid if the Applicant signs the Tenancy or Funding Agreement and delivers it to the Housing Coordinator within 30 days of the Housing Authority's selection.

- b) An applicant may refuse an offer for a unit in writing within 30 days by stating a reasonable excuse. An applicant's failure to refuse the Housing Authority's offer on time and with a reasonable excuse will be considered by the Housing Authority in future applications.

3.4 Probationary Tenants

- a) Tenants selected for a Rental Unit for the first time will be offered a 6-month Tenancy Agreement to serve as a probationary period in order for the Housing Department to assess their suitability for additional longer Tenancy Agreements.
- b) Tenants who break any term in their Tenancy Agreement or this Housing Policy will not normally be offered a longer Tenancy Agreement.
- c) The Housing Coordinator will make a recommendation to the Housing Committee on whether a probationary Tenant should be offered an additional Tenancy Agreement at the end of their 6-month probationary Tenancy.

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3.5 Rental and Social Housing Priority Points

The following summarizes the Housing Authority priorities for awarding rental and social housing units. Each application in response to a Housing Authority Posting will be awarded points on the following basis:

Number of Previous Applications	Points
• 1 to 4 previous applications	10
• 5 or More previous applications	15
Household Type	
• Two adults with children	15
• One adult with children	15
• Elder	10
• Disabled	10
• Couple	10
• Single	5
• Add Homeless Households	15
Household Size	
• Overcrowded (more than 2 ppl/bdrm)	15
• Overcrowded (2 ppl/bdrm)	10
House Condition	
• Condemned	20
Emergency	
• House Uninhabitable	25
Other	
• Debt with the Kitsoo/Xaixais Band	-25
• Has been evicted from a Kitsoo/Xaixais Home	-25
• Failure to decline past unit offers on time with reasonable excuse	-10
Discretionary	Up to 15 ¹

Examples:

Family is Homeless due to condemned home: 10 points for a prior application, 30 Household Type Points, 25 Emergency Points, debt owed to band -25 = 40 points.

Overcrowded Family: 15 points for prior applications, 15 Household Type Points, 10 Household Size Points and 5 Discretionary = 40 points

3.6 Renovation Priority Points

¹ Discretionary points may be allocated by the Housing Authority. They will be used in cases where the points for an application do not adequately reflect their housing need, e.g., a situation where a family's health is in jeopardy due to the substandard condition of their home.

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Renovation priorities will be decided based on the number of points an application is assigned. The points are as follows:

	Points
Number of Previous Applications	
• 1 to 4 previous applications	10
• 5 or More previous applications	15
Age of House	
• 25 Years +	15
• 15 to 24 years	10
• 8 to 14 years	5
Condition²	
• Substandard	15
• Poor	10
• Fair	5
Household Income	
• Under \$20,000 per year	15
Household	
• 2 or less	5
• 3 to 6 persons	10
• More than 6	15
• Pensioners	15
• Disabled	15

² Condition will be based on a detailed inspection and assessment provided by a building inspector.

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4.0 TENANT AND HOUSING AUTHORITY RESPONSIBILITIES

4.1 Obligation to Pay Rent

A tenant shall pay the rent as required by the Tenancy Agreement and this Policy.

4.2 Additional Financial Obligation

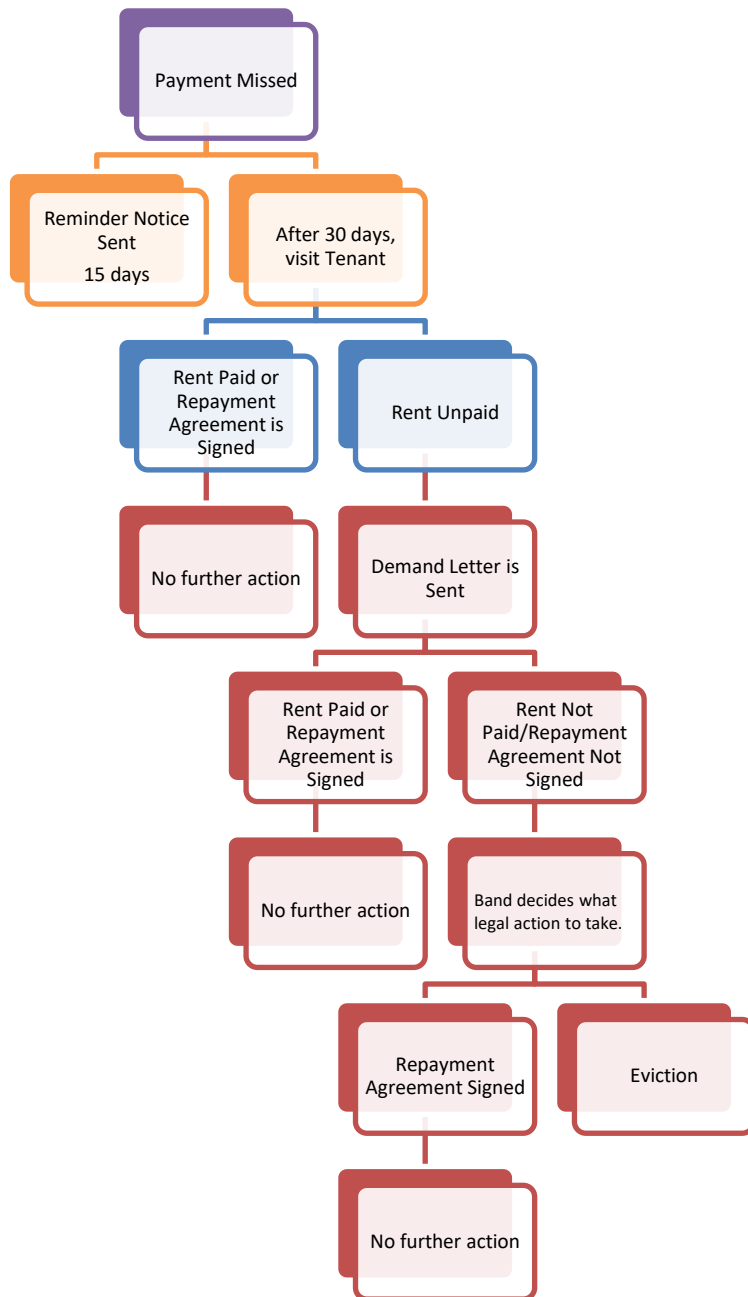
The tenant is also responsible for paying heating, water, electricity and internet charges as outlined in their Tenancy Agreement. Tenants may wish to purchase contents insurance to cover their personal possessions.

4.3 Payment Details

- a) All payments are due on the first day of the month.
- b) Written notification of non-payment may be issued within five working days from when the payment was due. If payment is received within 5 working days of the letter, no further action will be taken.
- c) Late rent will be subject to a floating interest rate equivalent to the Bank of Canada's prime interest rate.
- d) If rent or other charges are not paid within 14 days of their due date, a warning letter will be sent.
- e) If rent or other charges are not paid within 30 days and if a repayment agreement has not been made, a home visit will be made explaining actions which will be taken unless payments are made. The tenant will lose internet privileges to the house.
- f) If rent or other charges are not paid within 45 days and if a repayment agreement has not been made, electricity service may be cancelled.
- g) If rent or other charges are not paid within 60 days and if a repayment agreement has not been made, the Housing Coordinator will make a report to the Housing Committee detailing the level of arrears and the steps that have been taken to remedy the situation. The report will include a recommendation about how to proceed and whether an eviction letter will be issued.
- h) The Housing Coordinator will implement the Housing Committee's decision.
- i) The Housing Authority may pursue the following options against evicted tenants to collect unpaid rent and other charges: garnish wages and bank accounts, gaining legal possession of personal property such as vehicles, boats, tools electronics and off-reserve homes.

- j) Arrears Management Flowchart

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4.4 Employee Wage Deduction Authorizations

- a) Persons who are currently employed by the Band and who are offered a Rental Unit must as a condition of the Band’s offer for housing, provide the Band with a signed payroll deduction authorization for their monthly housing payments.
- b) Persons offered a job position or a promotion with the Band who are currently residing in a Rental Unit must as a condition of their employment provide a payroll deduction

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- authorization covering their rent and a reasonable amount to repay any housing arrears.
- c) Failure to maintain pre-authorized payments is just cause eviction and discipline, including termination of employment.

4.5 Obligation to Repair Damages & Alterations to Property

- a) A tenant is responsible for the repair of any damage to their Rental Unit caused by the willful or negligent conduct of the tenant or any person or persons who are permitted on the premises by the tenant.
- b) A tenant shall not remove any fixtures, sinks, bathtubs, or appliances, and shall not alter, make additions to or permanently affix any item, fixture or thing to the floors, exterior or interior walls, roof or ceiling of the Rental Unit without the prior written consent of the Housing Coordinator.
- c) A tenant shall not build or add to the lot their home is located on without the written consent of the Housing Authority
- d) Ordinary wear and tear of the Rental Unit does not constitute damage to the premises that the tenant is responsible for.
- e) Every Rental Unit must have at least one functioning smoke detector and fire extinguisher, and preferably one of each per floor.
- f) Tenants must ensure that health and safety concerns (such as access/egress restrictions) are not compromised.
- g) Tenants must immediately report the need for emergency repairs to the Housing Authority such as:
1. faulty electrical wiring
 2. faulty plumbing
 3. any other situation which could be considered life threatening if not immediately fixed, such as rotting building material that creates a hazard
- h) Where, the Housing Authority determines that a tenant has failed to comply with the obligations imposed by this section, the Housing Authority may make an order:
1. requiring the tenant to comply with his obligation;
 2. prohibiting the tenant from doing any further damage;
 3. requiring the tenant to compensate the Housing Authority for loss suffered as direct result of the noncompliance;
 4. authorizing any repair or other action that is to be taken by the Housing Coordinator to remedy the effects of the tenant's breach;
 5. requiring the tenant to pay any reasonable expenses directly associated with the repair or action; or
 6. terminating the tenancy on the date specified in the order and ordering the tenant to vacate the Rental Unit on that date.

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4.6 Inspections and Housing Authority Right of Entry

- d) Upon providing 24 hours written notice the Band may enter any social housing or rental unit to:
 - 1. Confirm adequate fire prevention measures;
 - 2. Confirm access to emergency escape routes;
 - 3. Confirm compliance with the Tenancy Agreement and Kitasoo/Xaixais byalws, and
 - 4. Conduct quarterly checks of homes
- e) The Housing Authority or emergency response staff may enter a Rental Unit at any time to protect life or property in response to disasters including fire, earthquake, tsunami, regardless of personal responsibility

4.7 Duty Not to interfere with Other's Occupancy

- a) A tenant shall not disturb any other person's quiet enjoyment of their home or business.
- b) Tenant's are responsible for noises made by their guests.
- c) Loud noises that are audible by neighboring homes are prohibited after 11 pm.

4.8 No Altering of Locks

No person shall alter or cause to be altered the locking system on any door giving entry to a Rental Unit except by mutual consent of the tenant and the Housing Authority.

4.9 Cleanliness

A tenant shall maintain their Rental Unit interior and exterior in a state of ordinary cleanliness.

4.10 Authorized Occupants

- a) The Housing Authority awards rental units to tenants who agree to sign a Tenancy Agreement and be responsible for the home and for paying rent and all other charges. Tenants and their dependent children are the only persons authorized to live in a Rental Unit.
- b) The Tenants may have overnight guests. No guest, roommate, spouse or adult child shall stay overnight for more than two weeks a year without the written consent of the Housing Authority. Ordinarily, the Housing Authority will only give its consent to such additional occupants if they sign a Roommate Guarantee Agreement with the Housing Authority, thereby agreeing to pay the Housing Authority for unpaid rent, electricity charges, and damage they cause, that may accumulate while they live in the Rental Unit.

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- c) People who have signed a Roommate Guarantee Agreement must sign a new one each time the Tenancy Agreement is altered or extended if they wish to remain in the Rental Unit. A person who moves out of a Rental Unit after signing a Roommate Guarantee Agreement must notify the Housing Authority in writing or else they may still be held liable for unpaid rent, electricity charges, or damage that occurs after they move out.
- d) Roommates, spouses, and adult children are encouraged to enter into roommate agreements with the Tenants and each other covering issues such as their respective responsibilities for paying rent, cleaning the Rental Unit, and when someone can be evicted by a Tenant. When asked, the Housing Authority will keep a copy of a roommate agreement on file. However, roommate agreements are private arrangements between Tenants, their roommates, spouses and adult children and do not affect the rights and responsibilities that Tenants have in their Tenancy Agreements with the Housing Authority.
- e) Tenants are ultimately responsible for paying all rent and other charges in respect of the Rental Unit, and for the actions of their roommates, spouses, adult children and guarantors.

4.11 Illegal Activities

A tenant shall not carry on or permit any illegal activities in their Rental Unit, including breaches of the Band's Bylaws attached as Appendix 6, such as bootlegging, or drug dealing.

4.12 Termination of a Tenancy

- a) The Band Council shall not terminate a Tenancy Agreement or evict a tenant unless:
 - (i) the tenant has voluntarily left the Rental Unit;
 - (ii) the tenant has died;
 - (iii) an eviction order has been made for failure to pay any amount of rent or other charges within 60 days of their due date or any other breach of the Tenant's Responsibilities under this Section, their Tenancy Agreement, or the Band's Bylaws attached as Appendix 6;
 - (iv) the house has been abandoned by being left vacant for a period of at least 60 days;
or
 - (v) the Housing Authority has identified an alternative Housing Unit that is more suitable for the affected residents.
- b) To end a tenancy Agreement a tenant must give one clear full months' notice in writing otherwise rent will be charged.

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5.0 PRIVATE HOMES

5.1 Band Title

- a. The Kitasoo/XaiXais Band owns all land on-reserve on behalf of the Community. The Band Council and Housing Authority do not recognize certificates of possession and none will be issued in the future. Members may own homes, and outbuildings such as sheds or smoke houses, and may store their personal property in their homes and outbuildings. However, individual Members cannot own any part of reserve land.
- b. Individual Members may locate their private home and all outbuildings on a single lot. A Member who has their home on one lot who desires another must relinquish their interest in the existing lot to the Kitasoo/Xaixais First Nation, or transfer it to another Kitasoo/Xaisxais member without retaining any form of beneficial ownership, before another property will be made available for them to live at.
- c. Any Member who sells or transfers their home to another Member, will only be granted further housing that is suitable to their needs, e.g., an elder selling their home to move into purpose-built elders housing.
- d. Members must provide copies of all agreements and documents regarding the sale of homes, home locations, and home loan or mortgages to the Housing Coordinator.
- e. Members must demonstrate that they are using the entire lot their home is located in within three years of obtaining it or they will be deemed to have abandoned the unused portion.
- f. Successful applicants who are provided a lot to build a home must have visible evidence of land clearing or development and construction within a year of their application being approved or permission to build on the lot may be revoked.

5.3 Maintenance Responsibility

- a. Private homeowners are responsible for the maintenance, upkeep and heating of their properties
- b. Private homeowners will be notified when the lack of property maintenance or disrepair falls below a reasonable community standard
- c. The Housing Authority may provide maintenance or insurance services for a fee subject to written service agreements.

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5.4 New Home Construction on Band Planned Lots

- a. The Housing Authority may from time to time create a Housing Authority Posting for Band owned lots that are being prepared with municipal services for private home construction. Such Housing Authority Postings will list the locations of the lots, zoning or community plans, eligibility criteria, and the deadline for applications.
- b. The Housing Coordinator will determine all applicant's eligibility and assess the strength of each application according to the Housing Policy and the Rental and Social Housing Priorities List
- c. The Housing Committee will meet to consider the list of eligible applicants and the Housing Coordinator's recommendations. When the number of eligible applicants in a given year exceeds available lots the Housing Committee will decide who should be assigned lots based on the points awarded and other criteria in the Housing Policy.
- d. The Housing Coordinator will notify unsuccessful applicants.

5.5 New Home Construction on Member Proposed Lots

- a. Members are encouraged to make proposals to the Housing Authority to construct homes even when there are no available lots with municipal services, if they are willing to pay for the cost of installing municipal services to an undeveloped part of the reserve.
- b. Eligible Members making a proposal to build a home in an undeveloped part of the reserve may be placed on a wait list if their proposal isn't site specific.
- c. Eligible Members may propose an undeveloped part of the reserve to locate their home by submitting a surveyed lot subject to the following restrictions:
 1. to allow public access to the water:
 - i. proposed lots must be at least 60 feet away from the high-water mark.
 - ii. lane access at least 10 feet wide must be available every 360 feet along the waterfront
 - iii. Lots must not directly border watercourses and environmentally sensitive areas.
 2. lots must be no greater than 180 feet by 200 feet (or a different configuration up to a maximum of 36,000 square feet if necessary due to constraints in the layout of a subdivision or other boundaries).

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5.6 Offers to Purchase Band Owned Homes

Tenants are encouraged to make offers to the Housing Authority to purchase the homes they live in. Offers to purchase existing Band homes may be made at any time. Prior to agreeing to the same of a home the Housing Authority will first assess:

1. the value of the home;
2. any loans or arrears regarding the home; and
3. the Band's available rental and social housing stock; and
4. the housing needs of the community.

Band owned land is unavailable for sale. An agreement to sell a Band owned home does not affect the Band's ownership of the land the home is located on.

6.0 PRIVACY POLICY

6.1 Collection Use and Disclosure of Personal Information

- a) The Band, its Housing Authority and Housing Committee are committed to ensure the appropriate collection, use and disclosure of housing related personal information and to ensure the accuracy, security and protection of such personal information in its custody and control.
- b) This Privacy Policy only applies to personal information collected, used and disclosed by the Band, its Housing Authority and Housing Committee for housing related purposes. Personal information is information about an identifiable person such as a tenant or occupant, applicant or private homeowner. The Band, its housing Authority, and Committee collect personal information for purposes related to the management of housing in Klemtu including but not limited to:
- Determining eligibility and suitability for housing;
 - Contacting references;
 - Conducting credit checks
 - Managing financial accounts;
 - conducting an investigation into suspected misconduct;
 - Collecting debts;
 - Verifying wills;
 - Protecting and maintaining housing assets;
 - Enforcing Band Bylaws; and
 - Reporting illegal activities to the Royal Canadian Mounted Police
- c) If you require further information or believe the Band, its Housing Authority or Housing Committee have collected, used, or disclosed your personal employee information unreasonably or unnecessarily, then you may contact the Housing Coordinator for more information or about making a complaint. If your issue is with the Housing Coordinator, you may contact the Chair of the Housing Committee.

6.2 Accessing Your Employee Personal Information

- a) Every Member has the right to request access to their housing file by submitting a written request to the Housing Coordinator.
- b) Members may submit a written request to the Housing Coordinator to correct any errors or omissions concerning their housing file or housing related personal information. The Housing Authority will make the correction and advise the person that it has done so if the Housing Coordinator is satisfied that the request is reasonable.

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- c) All information maintained in Band, Housing Authority, and Housing Committee files are the sole property of the Band. The removal of any documentation or information from such by members or third parties is strictly prohibited.

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7.0 APPEALS

7.1 Right of Appeal

- a) The Housing Authority must make this policy available to any Kitasoo/Xaixais member upon request.
- b) A Kitasoo/Xaixais member who is also a housing applicant, tenant or homeowner may appeal the following kinds of decisions or notices made by the Housing Authority, the Housing Coordinator, or the Housing Committee:
 - i. A decision of whether an applicant is eligible for social housing, rental or private housing allocation, renovations, or repairs.
 - ii. A decision to remove an applicant from a waiting list.
 - iii. A decision not to offer a probationary Tenant a longer tenancy.
 - iv. A bill or other kind of financial assessment.
 - v. An eviction notice.
 - vi. A notice that the the Kitasoo/Xaixias member is in breach of their Tenancy Agreement, Kitasoo/Xaixais bylaws, or have engaged in illegal activities. And
 - vii. The allocation of priority points.
- c) An appeal must allege one or more of the following grounds of appeal:
 - (i) The Kitasoo/Xaixais Housing Policy was not reasonably applied which affected the outcome of a decision affecting the appellant;
 - (ii) There was a lack of procedural fairness in applying the Kitasoo/Xaixias Housing Policy which affected a decision affecting the appellant (i.e. any procedural error, improper investigation, or unlawful discrimination);
 - (iii) There was an error of law in making a decision affecting the appellant;
 - (iv) Additional information has come to light rendering a decision affecting the appellant unreasonable considering the new information presented and the Kitasoo/Xaisxais Housing Policy; and/or
 - (v) the Kitasoo/Xaixais Housing Policy is patently unreasonable (i.e. the policy cannot be rationally supported or there is a defect in the policy which is immediate and obvious).

7.2 Lodging the Appeal

- a) A Member who wishes to appeal a decision must submit their appeal in writing to the Housing Authority within (30) days of having been advised of the decision by the Housing Authority.
- b) An Appellant must provide an address or an e-mail at which the Housing Authority, the Committee or the Band Council can deliver documents to the Appellant. All documents delivered to the provided address or e-mail will be considered delivered.
- c) The appeal shall include:

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- (i) A description of the housing decision being appealed;
 - (ii) A brief statement of the reason for the appeal including the grounds under which the applicant/homeowner is making the appeal. An Appellant must be reasonably specific about the nature of the unfairness or errors asserted;
 - (iii) Any supporting documentation;
 - (iv) The Appellant's full name, address and contact information;
 - (v) Whether an oral hearing is requested or whether the appellant will rely on their written appeal, or further written submissions; and
 - (vi) The appeal shall be signed and dated by the Appellant.
- d) The Housing Authority shall acknowledge receipt of the appeal.

7.3 Jurisdiction of the Housing Authority and Council

Level 1 – Appeal Reviewed by the Housing Authority

The Housing Committee will be the Appeals Committee for all submitted appeals regarding decisions or notices issued by the Housing Authority or Coordinator.

Level 2- Appeals Reviewed by the Band Council

The Band Council shall be the Appeals Committee for all submitted appeals regarding decisions of the Housing Committee. Where an Appellant does not agree with an appeal decision of the Housing Committee, they may appeal the decision to the Band Council. The Applicant must re-submit their appeal within five (5) calendar days of being provided a decision on their Level 1 appeal.

7.4 Reviewing the Appeal

The Appeals Committee reviews all submitted appeals and will provide a written response regarding the appeal to the appellant. On completion of the review of the appeal, the Appeals Committee shall confirm in writing to the Appellant whether:

- a) The decision being appealed has been revised in favour of the Appellant;
- b) the appeal is summarily dismissed for having not raised sufficient grounds for an appeal,
- c) the appeal will proceed and if so:
 - 1. whether by written submissions or by oral hearing,
 - 2. dates for the Appellant and the Housing Authority or Committee to disclose evidence, and
 - 3. the schedule for written submissions or the time and location of an oral hearing.

7.5 Appeal Process

- a) The Appeals Committee controls its own process.

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- b) The Appellant and the Housing Authority or Committee must exchange the evidence they may rely during in advance of the appeal on the dates stipulated by the Appeals Committee, including:
 - i. In the case of documents, a party must provide the other party with a copy of any documents; and
 - ii. In the case of testimony, the name of each witness (including the Appellant if testifying) and an outline of the witness's expected testimony.
- c) The Appeals Committee will refuse to receive documents, or hear evidence, for which a party has not provided advance notice to the other party as required, unless the party justifies the lack of notice, or the value of the evidence outweighs the prejudice caused to the party who did not receive sufficient notice.
- d) The Appeals Committee is not bound by the rules of evidence applied by courts and may consider any evidence they consider relevant.
- e) The Appeals Committee will typically receive evidence in the following order:
 - i. documentary and/or verbal evidence from the Appellant and the Appellant's witnesses;
 - ii. documentary and/or verbal evidence from the Housing Authority or Committee's witnesses; and
 - iii. documentary and/or verbal reply evidence from the Appellant.
- f) The Appeal Committee may receive arguments from the parties after it has received evidence, and during any part of the hearing in its discretion.
- g) The Appeal Committee may allow a party to ask questions of any witness, including any party who testifies.
- h) The Appeal Committee may ask questions of any party or witness.

7.6 Multiple Appeals

- a) If an Appellant has filed more than one appeal, and all the appeals are within the jurisdiction of the Housing Committee, then they will all be heard together by the Housing Committee, unless the Housing Committee is satisfied that separate hearings would be more just or convenient.
- b) If an Appellant has filed more than one appeal, and at least one of those appeals is within the jurisdiction of the Band Council, then they will all be heard together by the Council, unless the Council is satisfied that separate hearings would be more just or convenient.

7.7 Appeal Decision

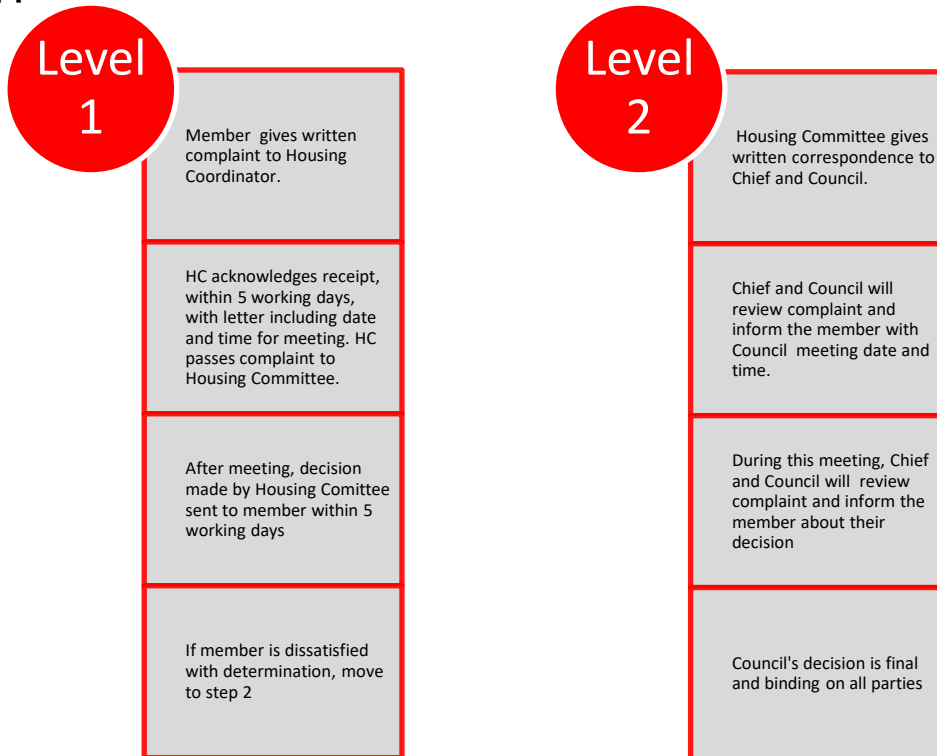
- a) Despite the ability to re-decide a decision, the Appeals Committee may defer to the conclusions and to decision-making by the Housing Authority or Committee, and will generally decline to alter a decision unless it was unfair or unreasonable.
- b) The Appeals Committee as the case may be, after consideration of all the information presented during the appeal review may:

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1. confirm the original decision;
 2. send a matter back to the for reconsideration with directions;
 3. make any decision that could have been made by the Housing Authority, Housing Manager, or Housing Authority; and
 4. impose reasonable terms and conditions.
- c) The Appeals Committee must make its final decision in writing and give reasons for the decision, and deliver its reasons for decision to each of the parties, or otherwise notify the parties that the reasons are available for pickup.
- d) The Housing Authority must comply with all Appeal Decisions.
- e) Where the appeal is based on the grounds that the policy is patently unreasonable, Council shall direct the Housing Committee to propose amendments to the Housing policy.
- f) Within 7 days of a decision, a party may request clarification of the decision, and the Appeal Committee may amend the final decision if it is satisfied that an amendment will clarify the final decision.
- g) Subject to the power of the Appeal Committee to amend any decision, a decision by the Band Council decision is final, conclusive, and not open to further appeal or review by any Court.

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7.8 Appeals Flowchart



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8. SIGNING PAGE AND EFFECT OF HOUSING POLICY

This Housing Policy takes effect immediately on approval, and will be applied retroactively to existing applications for housing and renovations, which will be given priority points in recognition of their prior application.

This Housing Policy has been APPROVED AND PASSED at a duly convened general membership meeting of the Kitasoo/Xaixais First Nation this 3rd day of **August, 2018**.

If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.



DOUG NEASLOSS, CHIEF COUNCILLOR



ROXANNE ROBINSON



FRANK ROBINSON



CYNTHIA ROBINSON



LORNA FRASER

CHRIS MCKNIGHT

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APPENDIX 1 HOUSING COMMITTEE TERMS OF REFERENCE

Housing Authority and Committee Responsibilities

In order to fulfil its mandate, the Housing Authority and Committee has the following responsibilities:

- a. **New Housing Issues** – The investigation, review and resolution of matters brought before the Authority by the Housing Authority or by Band members. The Committee will resolve the issues by making decisions where the decision is within the Authority's jurisdiction; developing and recommending to Band Council policy to deal with the issue; or by referring the matter to Chief and Council by way of making a recommendation.
- b. **Reporting** – The Housing Committee will submit copies of all Authority meeting minutes to the Chief and Council as per the meetings minute information flow contained in the Operations Manual. The Housing Authority or Committee may be asked to provide reports to the Band membership at General Band meetings as requested by Chief and Council. All information from *in camera* meetings will be kept confidential.
- c. **Policies and Procedures** - The Committee, in conjunction with the Housing Coordinator, are responsible to Chief and Council for the development of Housing Policies and Procedures. These policies and procedures are then submitted to the Band Council for approval. Once approved, the Committee is responsible for ensuring that the Housing Authority implements and enforces the policies and procedures. The Committee is also responsible for the ongoing review of established policies.

Policies and procedures shall include, but not be limited to:

- i. Home Ownership;
- ii. Housing & Tenant Selection;
- iii. CMHC Social Housing Program;
- iv. Section 10 Housing Program (Assisted Mortgage Program);
- v. Band Rental Housing Program;
- vi. Operation Charges;
- vii. Housing Emergencies;
- viii. Insurance;
- ix. Maintenance and Repairs;
- x. Home Renovations;
- xi. Rental Community Planning;
- xii. Appeals;
- xiii. Infrastructure.

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- d. **Five Year Housing Plan** - The Committee is responsible for the development of a five year on reserve housing plan. The plan will include planned new homes to be constructed, planned renovations and a proposed arrears management strategy. The plan may include recommendations for additional rental development if required.
- e. **Finances** - The Committee is responsible for monitoring the annual housing budget after it has been approved by Chief and Council.
- f. **Authority** – The Committee has no authority with respect to the management of Band Council Employees. The Committee also has no authority to sign or enter into a contract with any third parties. All matters relating to service contracts must be referred to Chief and Council. The Housing Committee makes recommendations to Band Council.
- g. **Physical Development Plan** - The Authority is responsible for working within the existing Physical Development Plan.
- h. **Distribution of Information** - The Committee members will be responsible for the distribution of Authority communications and information to the community.

Structure, Appointment and Removal

- 4. **Structure** – The Housing Committee consists of five (5) members. Two members are appointed by Chief and Council, one of whom is the Councilor holding the Housing Portfolio (the “Government Appointees”). The Government Appointments are made through a Band Council Resolution. Three members of the Housing Authority are elected by the community at a Band General Meeting. All Housing Committee members are in position for a two-year term commencing on the day of the election and/or appointment.
- 5. **Qualifications** – The selection of a Government Appointee is determined in the absolute discretion of the Band Council. Community members who possess the following recommended qualifications may be qualified to become a Housing Committee member:
 - a. Is an adult member of the Kitasoo/Xaixais First Nation and is qualified to vote in the Band elections;
 - b. Be in good financial standing with the Band and Housing Authority;
 - c. Is not a current employee working within the Kitasoo/Xaixais Housing & Public Works Department;
 - d. Is a full time tenant of Klemtu;

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- e. Has a strong interest in enhancing the housing services for the community.
- 6. Removal and Resignation** - Such persons remain members of the Housing Committee for the term of office until disqualified from being a Housing Committee member under the Housing Authority Terms of Reference. Otherwise, Chief and Council Appointees can be removed by Band Council Resolution and elected Housing Committee members can be removed by a community vote.
- 7. Vacancy** - In the event of a vacancy on the Housing Committee, the Housing Committee Chairperson will advise Chief and Council and Chief and Council will appoint someone to fill such vacancy within thirty (30) days of receiving notice of such position becoming vacant. Until the position is filled, the Housing Committee can hold meetings provided that a quorum is present. The next appointed person will go to, whoever is next on the housing election list.
- 8. Disqualification:** A member of the Housing Committee is disqualified from holding office for any of the following reasons:
- a. Term expires;
 - b. Not being in good standing with the Housing Authority for owing rent other charges;
 - c. Being absent for three (3) consecutive Housing Committee meetings, unless the majority of the balance of the Housing Committee declare, in writing that the reason of such absenteeism is acceptable;
 - d. Declared mentally incompetent;
 - e. Is convicted of an indictable offence while being a Housing Committee member, with such member being suspended from holding office from the date such charges came to the attention of the Housing Authority until such charges are disposed by law. A suspended Housing Committee member does not have to be replaced during the suspension period;
 - f. Resigns.
- 9. Quorum** – A simple majority of the Housing Committee members present at a meeting constitutes a quorum to hold a meeting, and a simple majority of the Housing Committee members present at a meeting is required to pass motions. A majority of the Housing Committee may pass written motions in counter-part at any time.
- 10. Chairperson** – The Housing Committee appoints one of their members as the Standing Chairperson for the Housing Committee, until changed by the Housing Committee. The Chairperson conducts the following duties:
- a. Preside at all Housing Committee meetings;
 - b. Establish and distribute the Agenda for each Housing Committee meeting;
 - c. Rule on questions of order at Housing Committee meetings;

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- d. May set specific time limit for discussion on any matter before the Housing Committee or may require certain procedures prior to the matter being discussed;
 - e. Possess the same rights as other Housing Committee members in the matters of offering resolution, proposing motions, and the like and shall have the right to vote on all motions;
 - f. Call special meetings of the Housing Committee once approval is obtained from Band Council;
 - g. May appoint any Housing Committee members to a representative position on special committees as required;
 - h. Is responsible for notifying all concerned parties about all Standing and Special Meetings of the Housing Committee;
 - i. In the event the Chairperson is absent for a meeting, Committee members present must pass a resolution as a first order of business, appointing a temporary Standing Chairperson to preside over the meeting from their number. The motion must be duly recorded in the meeting minutes. The temporary appointed Chairperson shall have the duties outlined above.
 - j. Should add council portfolio responsibilities
- 11. Secretary** - The Standing Secretary for the Housing Committee is selected from among their numbers.
- 12. Housing Coordinator** - The Housing Coordinator shall attend all Housing Committee Meetings, unless excluded by a Housing Committee motion, and will provide Service Delivery and Financial reports and information on the Housing Authority to the Housing Committee as required.

Housing Committee Meetings

- 13. Meetings** – The Housing Committee meets monthly in accordance with the Schedule of Standing Meetings and such other meetings as approved by Band Council.
- a. Housing Committee Standing Meetings are held once per month (monthly) during the year as per the Schedule of Standing Meetings contained in the Operations Manual.
 - b. The Chairperson may order postponement or cancellation of a meeting due to extraordinary cause.
 - c. In-Camera sessions may be held to discuss matters of confidential nature relating to clients or any other personal matters. At the conclusion of the in-camera session, the regular meeting shall be reconvened to record the decision of the “in-camera” session.

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- d. Special meetings of the Housing Committee may be called by the Chairperson or upon written request of a majority of the Housing Committee members with prior approval of Band Council. No business other than that for which the meeting was called shall be conducted at the special meeting. Housing Committee shall decide on attendance at special meetings depending on the matters being discussed.
 - e. The public, including media, shall be permitted to attend Housing Committee meetings. Persons other than Housing Committee members and/or persons requested to attend shall not be permitted to attend “in-camera” sessions of the meeting.
 - f. It shall be the responsibility of the Secretary to ensure that the minutes of each Housing Committee meeting are properly recorded, typed and distributed to Housing Committee Members and Chief and Council as per the information flow contained in the Operations Manual.
- 14. Authority Meeting Standing Agenda** – The order of proceedings for all regular Authority meetings shall follow the Housing Committee Standing Agenda attached as **Appendix “8C”** of the Operations Manual, which is as follows:
- 1. Confirmation of Standing Chairperson and Secretary or appointment of substitute;
 - 2. Approval of Agenda and Notice of Meeting;
 - 3. Approval of the Minutes from the previous meeting;
 - 4. Introduction of Special Guests in attendance;
 - 5. Special Presentations;
 - 6. Business arising out of the minutes from the previous meeting (Tabled Business);
 - 7. Reports presented by Housing Coordinator;
 - i. Housing Authority Service Delivery Report;
 - ii. Housing Authority Financial Report;
 - 8. New Business;
 - 9. In-Camera Session;
 - 10. Confirmation of next meeting;
 - 11. Adjournment.
- 15. Notice to Housing Committee Members** – Other than for Standing Meetings as contained in the Schedule of Standing Meetings, each Housing Committee members must receive at least forty eight (24) hours notice of meeting, unless all of the Housing Committee members waive such notice.
- 16. Notice to Public** – All Housing Committee meetings are public meetings and are open to members of the community. Notice of meeting including date, time, place and main topic

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to be discussed at the meeting will be posted well in advance and by appropriate means for the public to be informed.

16. Special Presentations by Guests or Delegations – If an outside guest, a Band Member or group of Band Members wish to make formal presentation to the Housing Committee they shall advise the Committee Chairperson in writing of the reason of the presentation and the name (s) of the guests/delegations making the presentation to the Committee. The Committee Chairperson will provide a written response to every request for a presentation by a Guest/Delegation. The response will either indicate why the Committee will not meet with the Guest/Delegation, or will inform the Guest/Delegation of the time and place for it to make its presentation to the Committee.

If the Committee chooses to hear a Guest/Delegation, the presentation topic will be included on the meeting Agenda and will make its presentation immediately after the Agenda is approved.

If necessary the Chairperson reserves the right to restrict the time allotted to any Guest/Delegation appearing before the Committee.

17. Housing Authority Members Honorarium – Housing Committee members are entitled to receive honorarium as prescribed in the Operations Manual (Finance Policy - Section 4.10).

18. General Band Meetings – The Housing Committee Chairperson may be called by Band Council from time to time to present Housing Authority Service Delivery Reports at designated General Band Meetings.

19. Misc. – The Committee performs such other services as may be required by Chief and Council dealing with Housing Authority services as may be required from time to time.

Conduct

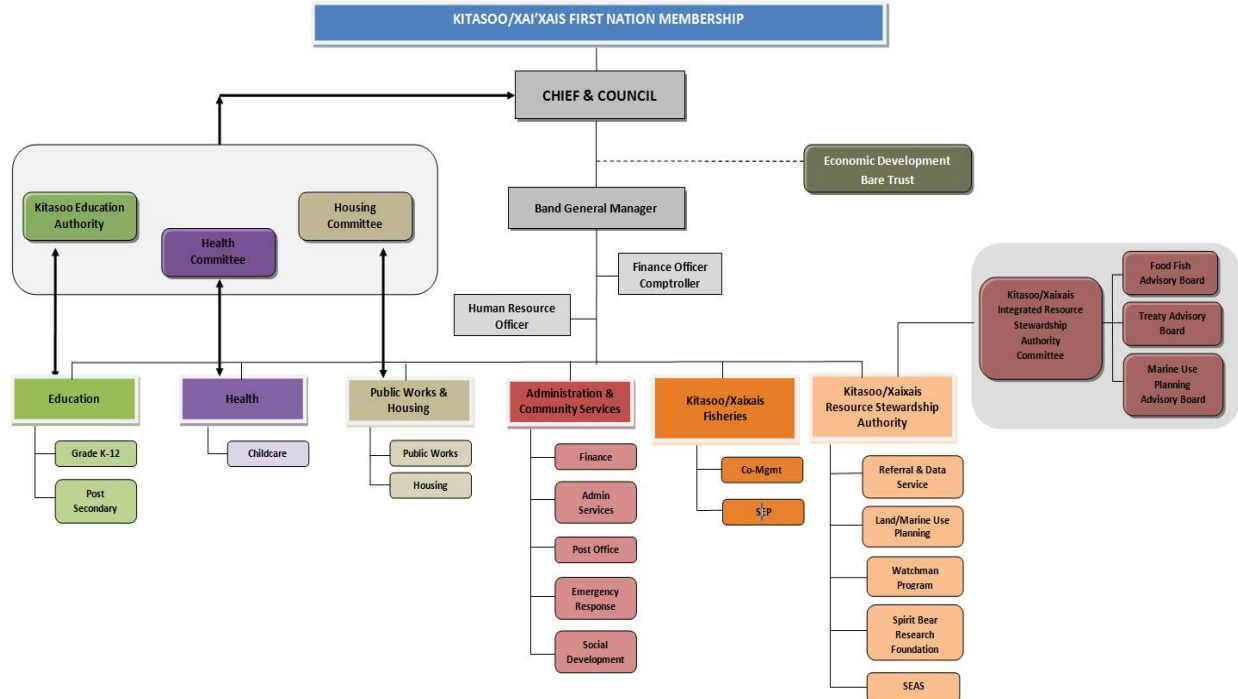
20. Politicization – The Housing Committee focuses on the Housing Authority Service Delivery in the community and enhancement of the effectiveness and efficiency of such Service Delivery, and to the extent possible, de-politicizes all issues that directly and indirectly relate to Housing Authority services.

21. Compliance – Each Housing Committee Member must comply with the provisions contained in the Operations Manual.

22. Code of Ethics - Each Housing Committee Member must comply with the Code of Ethics contained in the Operations Manual.

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- 23. Conflict of Interest** - Each Housing Committee Member must comply with the Conflict of Interest provisions contained in the Operations Manual.
- 24. Confidentiality** - All *in camera* discussions, debate, and draft documents of the Housing Committee are confidential. No member of the Committee, or alternate member, present at a Committee meeting, shall make public any information or business from the Committee meeting unless that information or business is deemed to be public information by the Authority as a whole. Each Housing Committee Member at their first Housing Committee meeting signs the Oath of Confidentiality as a precondition to becoming a member of the Housing Committee in the form as contained in the Operations Manual and the signed Oath of Confidentiality forms are attached to the meeting minutes and kept in the filing system.
- 25. Amendments to Terms of Reference** - Amendments may be necessary from time to time. Either the Housing Committee or the Chief and Council may suggest amendments to these terms of reference. Once suggestions have been made both the Committee and Chief and Council will review and make comments. Any and all suggestions for amendments to these terms of reference shall be submitted to Chief and Council at a duly convened Council meeting for approval. Any and all amendments to these terms of reference must be approved by Chief and Council at a duly convened Council meeting before the said amendment can take absolute effect.



KITASOO/XAIXAIS FIRST NATION HOUSING POLICY

APPENDIX 2 HOUSING & PUBLIC WORKS DEPARTMENT MANAGER JOB DESCRIPTION

Position: Housing & Public Works Department Manager

Immediate Supervisor: Band General Manager

A. SUMMARY OF DUTIES:

Under the general supervision of the Band General Manager, the Housing & Public Works Department Manager is responsible for the supervision and work scheduling of all Public Works Department employees, oversee the proper maintenance of community buildings and Band owned vehicles, oversee the operation and proper maintenance of Band infrastructure such as; water treatment plant, roads and sewers. He/she is accountable for financial performance and reporting as per the allocated Public Works budget and for the quality standards of the Public Works Department service delivery.

B. JOB RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- a. Supervises and is responsible for the work scheduling of all Public Works employees. As such, he is also responsible for completing annual performance evaluations of all employees under his direct supervision;
- b. Ensure that there are always an appropriate number of personnel on duty and readily available after hours should a critical incident occurs;
- c. Oversee the adequate maintenance of all Band owned vehicles;
- d. Schedule and oversee the proper maintenance of roads and drainage;
- e. Schedule and oversee the maintenance of all public and Band buildings;
- f. Responsible for scheduling and overseeing the maintenance of the sewage system;
- g. Oversee the operation of the Water Treatment Plant and responsible for organizing proper certification training for the Water Treatment Operator;
- h. Ensures that all daily maintenance logs are kept up to date and ready for inspection upon request;
- i. Responsible for the development and administration of the annual budget for the Public Works Department;
- j. Exercises sound financial management and control of the Public Works funds;
- k. Carries out the instructions of the Finance Officer concerning financial information;
- l. Prepares and provides the Band General Manager with monthly, quarterly and annual Service Delivery Status Reports for the Public Works Department in accordance with the Operations Manual;
- m. Report financial information relating to the expenditures and Department budget administration to the Finance Officer on a monthly, quarterly and annual basis for the purpose of preparing financial reports as per the information flow contained in the Operations Manual;
- n. Carries the instructions of the Band General Manager related to the general duties of the job position as may be provided from time to time;
- o. Makes recommendation to the Band General Manager on hiring of Public Works Department Personnel;
- p. Makes recommendation to the Band General Manager on the dismissal of Public Works Department Personnel;

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- q.** Participates in Job Selection Boards for the selection of candidate for the Housing & Public Works Department job positions;
- r.** Provides role model leadership for the Housing & Public Works Department Personnel consistent with professional standards and code of ethics as contained in the Operations Manual;
- s.** Ensure that all Housing, Public Works and infrastructure projects proceed according to policy and within budgets.
- t.** Insures compliance by the Housing & Public Works Department Personnel with the provisions of the provisions of the Operations Manual;
- u.** Encourages and fosters a team spirit within the Housing & Public Works Department and Kiasoo Band operations in general;
- v.** Adheres to the Code of Conduct as contained in the Operations Manual.

C. QUALIFICATION: (Education, Training and Experience)

The qualifications of the Housing & Pubic Work Department Manager are determined in the absolute discretion of the Band General Manager and the Government depending upon the needs of the organization at the time. The following attributes are assets:

- Grade 12 or equivalent;
- An understanding or knowledge of the Small Water Treatment federal;
- Practical experience in general maintenance would be an asset;
- Possess some good maintenance and construction skills;
- Must be proficient in the operation of computers and business machines;
- Good general office skills;
- Ability to work flexible hours;
- Ability to formulate, manage and administer programs with budgets and familiar with the preparation of related financial reports;
- Demonstrated ability to communicate effectively in English (oral and written);
- Possess good problem solving and decision making skills;
- Ability to organize, motivate, delegate, supervise and co-ordinate operations;
- Possess good interpersonal skills to effectively manage personnel;
- Ability to work independently and demonstrate initiative to develop new procedures and proposals;
- A willingness to take training regarding Public Works related services;
- Criminal Record Check;
- Preferably a Band Member.

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APPENDIX 3 HOUSING COORDINATOR JOB DESCRIPTION

Position: Housing Coordinator

Immediate Supervisor: Housing & Public Works Department Manager

SUMMARY OF DUTIES:

Under the general supervision of the Housing & Public Works Department Manager, the Housing Coordinator is responsible for all aspects of housing construction, operation and maintenance of the Band rental housing programs. The Housing Coordinator is to ensure that all projects proceed according to policy and within budgets. He/she is accountable for financial performance, reporting and quality standards of the Housing Program service delivery.

JOB RESPONSIBILITIES INCLUDE BUT ARE NOT LIMITED TO:

- a.** Prepare Project proposals for the Band and for Funding Agencies;
- b.** Assess housing needs in the community;
- c.** Act as the liaison person with Funding Agencies;
- d.** Review existing funding arrangements and submit applications for additional funds as Funding Agencies' funds become available;
- e.** Prepare draft budget proposal for the housing program;

In the Management of Capital Housing & Renovation Projects

- f.** Compile tender documents for the construction and renovation of homes;
- g.** Ensure that contractors adhere to the terms and conditions of the contract;
- h.** Conduct inspections of contractor's work;
- i.** Verify all invoices and recommend payment be issued based upon work being satisfactorily completed;
- j.** Maintain records of renovations, septic drainage and chimney cleaning;
- k.** Keep renovation payment records for home owner's portion;

In the Management of Band Rental Projects

- l.** Manage Band Rental Projects by recommending the initiation of contracts, enforcing compliance and exercising control over discretionary spending as per the approved Housing Program budget;
- m.** Maintain operating agreement with C.M.H.C.;
- n.** Ensure that new tenants understand their rights and obligations and that rent to purchase agreements are in place;
- o.** Ensure that tenants adhere to the terms and conditions of their rental contracts;
- p.** Issue rent receipts when payment is made by renters;
- q.** Send out notices of rent due and make rent collections;
- r.** Inspect homes to monitor that proper care is undertaken by tenants and ensuring that repairs are completed;

Reporting

KITASOO/XAIXAIS FIRST NATION HOUSING POLICY

- s. Prepare monthly financial reports covering for the Housing Program and provides the information to the Finance Officer as part of the information flow contained in the Operations Manual;
- t. Prepare monthly service delivery status report and convey this information the Band General Manager during the monthly management meeting as set out in the information flow contained in the Operations Manual;
- u. Complete reports for submission to outside agencies including Canadian Employment and Immigration Commission, and Indian Affairs;
- v. Prepare reports to funding agencies in a timely manner so as to avoid any interruption in funding;

Organize and Prepare Band Newsletter

- w. Solicit input and contribution from band members, community groups, and Band Office staff for the preparation of the newsletter;
- x. Creatively look for new ideas to make the newsletter both entertaining and informative;
- y. Assemble information, edit, print and distribute the newsletter;

Other related duties

- z. Establish and maintain good working relationship with other Band staff and representatives of outside agencies such as: C.M.H.C., INAC, Canada Employment and Immigration Commission and B.C. Native Housing Authority;
- aa. Attend and participate in Band Council meeting upon request;
- bb. Attend, participate and present reports at Housing Committee meetings;
- cc. Participate in seminars, workshops, and training programs to upgrade skills and knowledge relevant to the position;
- dd. Follow the provisions of the Housing Program Policies and Procedures and provisions of the Operations Manual;
- ee. Adhere to the Code of Conduct as contained in the Operations Manual;
- ff. Encourage and foster a team spirit within the office and operations in general;

QUALIFICATIONS:

The qualifications of the Housing Coordinator are determined in the absolute discretion of the Band General Manager and the Government depending upon the needs of the organization at the time. The following attributes are assets:

- Grade 12 or equivalent;
- Must type and be proficient in the operation of computers and business machines;
- Knowledge of project management principals and practices;
- Possess two (2) years experience in project management or an equivalent combination of education and experience;
- Previous experience in accounting for government programs and knowledge of administrative policy is an asset;
- Demonstrated ability to work independently and initiative to develop new procedures and documents.

KITASOO/XAIXAIS FIRST NATION HOUSING POLICY

APPENDIX 4 TENANCY AGREEMENT

TENANCY AGREEMENT

Between:

KITASOO/XAIXAIS HOUSING AUTHORITY on behalf of the KITASOO BAND

(the "Housing Authority", and the "Band Council")

And _____

(Full Legal Names of All Tenant(s))

**(the "Tenant(s)")
(together, the "Parties")**

INTRODUCTION

- A. The Band Council through its Housing Authority administers the housing resources of the Kitasoo/Xaixais First Nation in Klemtu.
- B. The Tenant(s) have applied to the Housing Authority for the opportunity to rent a housing unit.
- C. The Band Council would like to rent a housing unit to the Tenant(s) in exchange for rent that can be used in part to finance the delivery of municipal services to the home, and to improve housing in Klemtu.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Accuracy of Housing Application.** The Tenant(s) affirm that the contents of the most recent housing application they provided to the Housing Authority are accurate to the best of their knowledge and agree that any dishonesty in their Housing Application constitutes cause for the termination of this Tenancy Agreement.
2. **Location of Rental Unit.** During the duration of this Agreement, the Tenant(s) may reside at the home located at: _____ (the "Rental Unit").
3. **Occupants.** The Tenant(s) agree that they, any of their dependents, and their guarantors, are the only authorized occupants of the Rental Unit. Overnight guests shall not be permitted for more than two weeks unless consent is given in writing by the Housing Authority. The Tenant(s) must obtain the Housing Authority's consent prior to allowing any guarantors or additional occupants to reside in the Rental Unit.
4. **Fixed Term.** The tenancy created by this Tenancy Agreement starts on: _____, and:
 - A) continues on a month-to month basis until terminated pursuant to Section 13.
 - B) is for a fixed term ending on _____ and at the end of this time:
 - i. the tenancy will continue on a month-to month basis unless the Tenant(s) or Housing Authority gives at least one clear month of notice to end the tenancy.
 - ii. The tenancy is ended and the Tenant(s) must vacate the Rental Unit.

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5. Rent and Included Services

- a. Subject to cost adjustments pursuant to Section 6, The Tenant(s) will pay rent of \$_____ plus an electricity charge of \$40 to the Housing Authority on the first day of each month.
- b. Subject to cost adjustments pursuant to Section 6, internet service can be provided to the Rental Unit at the following rates:
 - \$25 a month for _____
 - \$30 a month for _____
 - \$50 a month for _____

Internet service can be cancelled or the Tenant(s) may choose another rate plan, subject to Cost Adjustments, with one clear month's notice. The Tenant agrees to comply with the Terms of Internet Service included in this Tenancy Agreement at Appendix A.

- c. If making payments by cheque, the cheque must be made out to the "Kitsoo Band Council."
- d. The Tenant(s) must pay the rent, electricity and internet charges on time. If the rent is late, the landlord may issue a Notice of Eviction to the Tenant(s) and disconnect electricity and internet service. Electrical service may be disconnected if payment of the electricity charge is late. Internet service may be disconnected if the internet service charge is late.
- e. Electricity and internet is provided to the Rental Unit for residential purposes only. Electricity or internet may be provided to the Rental Unit for industrial or commercial purposes subject to a supplementary agreement between the Housing Authority and the Tenant(s).
- f. The Tenant(s) must provide the Housing Authority with unobstructed and safe access to internet and electricity equipment installed by the Housing Authority. All provided electricity and internet equipment is the property of the Housing Authority.
- g. Uninterrupted electricity service, frequency or voltage is not guaranteed. Consequently, the Tenant(s) agree not to hold the Housing Authority, Band Council or any of their contractors or agents liable for any loss, injury, damage, or expense, including loss of profit, loss of revenues or other economic loss, caused by an interruption or defect in the supply of electricity. Electricity service may be terminated at any time to prevent theft, fraud, to protect our property or to protect our service to other customers. Electrical service may also be temporarily suspended for safety reasons, to make repairs or improvements on our system, or in the event of fire, flood or other emergency.
- h. Late rent, electricity and internet payments are subject to a floating interest rate equal to the Band Council's banking institution's prime lending rate.
- i. The following services and amenities are also included in the cost of rent:
 - Water
 - Refrigerator
 - Window Coverings
 - Stove/Oven
 - Dryer
 - Washing Machine
 - Garbage Collection
 - Storage Space
 - Parking for ____ Vehicles
 - Furnishings listed at Appendix B
 - Other _____

Additional Information:

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6. Rent, Electricity and Internet Cost Adjustments

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- a. Once per calendar year the Housing Authority may increase the rent, electricity, and internet charges in Section 5.
- b. The Housing Authority must provide written notice of at least three clear calendar months of any rent, electricity, and internet increases pursuant to Section 5(a).
- c. The Housing Authority may increase the rent, electricity, and internet charges each calendar year by a percentage that is no greater than inflation + 2%. The most recently available Statistics Canada's annual average Consumer Price Index for British Columbia will be used for the purpose of determining inflation.
- d. Notwithstanding Section 5(c), the Housing Authority may increase the rent, electricity, and internet charges in a calendar year by any percentage if one or more of the following apply:
 - (i) the Housing Authority has completed significant repairs, upgrades, or renovations to the Rental Unit or Klemtu's electricity or internet services,
 - (ii) the Housing Authority has incurred a financial loss from an extraordinary increase in the operating expenses of the Rental Unit, electricity, or internet services, or
 - (c) the Housing Authority, acting reasonably, has incurred a financial loss for the costs of building or maintaining the residential property, electricity, or internet services, if the costs could not have been foreseen under reasonable circumstances.

7. **Damage Deposit.**

- a. Upon the signing of this Tenancy Agreement, the Tenant(s) paid a damage deposit of \$ _____.
- b. The Tenant(s) may keep a pet at the Rental Unit if they pay a pet damage deposit of \$ _____.
- c. No pets will be allowed in the Rental Unit unless a pet damage deposit has been paid pursuant to Section 7(b).
- d. The Housing Authority will repay the security deposit and any pet deposit without interest to one of the Tenant(s) within 15 days of the termination of this Tenancy Agreement, less:
 - i. Any unpaid rent, charges or interest owed pursuant to this Agreement.
 - ii. Any costs associated with repairing damage beyond ordinary wear and tear to the Rental Unit, provided electrical or internet equipment or amenities or furnishings listed at Section 5(i) or Appendix B. And
 - iii. Any costs associated with returning the Unit to a reasonable state of cleanliness at the termination of this Tenancy Agreement.
- e. Notwithstanding Section 7(d) the Housing Authority may keep the damage deposit if the Tenant(s) do not provide the Housing Authority a forwarding address in writing within 100 days of the end of the Tenancy.

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8. **If Employed by the Band Council.** If a Tenant is employed by the Band Council, they must sign a payroll deduction authorization allowing the Band Council and Housing Authority to deduct rent, electricity, internet and any other charges from their regular paycheques. Failure to make payroll deductions will be cause for termination of this Tenancy Agreement and termination of the delinquent Tenant's employment.
9. **If Receiving Shelter Allowance.** If a Tenant is receiving a Shelter Allowance, they must sign an authorization allowing the Band Council and Housing Authority to keep the Shelter Allowance as payment towards the cost of rent. The Tenant(s) acknowledge that the payment of shelter allowance towards rent does not relieve them from having to pay any balance of their full rent, and any other charges under this Tenancy Agreement.

10. **Housing Authority's Entry into the Rental Unit.**

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- a. For the duration of this Tenancy Agreement, the Rental Unit is the Tenant(s) home and the Tenant(s) are entitled to quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of the Rental Unit.
- b. The Housing Authority may enter the rental unit only if one of the following applies:
 - i. At least 24 hours and not more than 30 days before the entry, the Housing Authority provides written noticing stating:
 - (I) The purpose for entering, which must be reasonable, and
 - (II) The date and the time of the entry, which must be between 8am and 9pm unless a Tenant agrees otherwise;
 - ii. There is an emergency and the entry is necessary to protect life or property;
 - iii. A Tenant at the Rental Unit gives permission to the Housing Authority at the time of entry; or
 - iv. The Tenant(s) have abandoned the Rental Unit.
- c. The Housing Authority may inspect the Rental Unit Monthly in accordance with Section 10(b)(i).

11. **Locks and Keys.** The Tenant(s) must not change the Rental Unit's locks or duplicate keys unless written permission is granted by the Housing Authority.

12. Maintenance.

- a. The Tenant(s) must maintain reasonable health, cleanliness and sanitary standards throughout the Rental Unit. The Tenant(s) must take all necessary steps to repair damage to the Rental Unit caused by the actions or neglect of the Tenant(s) or persons permitted on or around the Rental Unit by the Tenant(s). The Tenant(s) are not responsible for reasonable wear and tear to the Rental Unit.
- b. The Tenant(s) must immediately report the need for any emergency or structural repairs to the Housing Authority.
- c. The Tenant(s) shall not make any alterations to the Unit without the Housing Authority's written consent.
- d. All improvements to the Unit shall become the property of the Housing Authority, and the Tenant(s) shall not be entitled to any reimbursement from the Housing Authority for the cost of any such improvements, unless approved in writing by the Housing Authority.
- e. The Tenant(s) are responsible for maintaining the Unit's yards and entranceways in a clean and sanitary condition.

13. Termination

- a. **Termination at the End of Fixed Term.** If this Tenancy Agreement is for a fixed-term, it shall terminate automatically without any further notice on the date stipulated in Section 4(b).
- b. **Termination by the Tenant(s).** Should any of the Tenant(s) desire to terminate this Tenancy Agreement, written notice must be given to the Housing Authority at least one clear month prior to the effective date of termination, which must be on the last day of a calendar month. Termination of this Tenancy Agreement by one Tenant will terminate the Tenancy Agreement for all of the Tenants.
- c. **Termination by the Housing Authority.** The Housing Authority may terminate this Tenancy Agreement:
 - i. With 10 days' notice if cause exists to terminate this Tenancy Agreement. The Tenant(s) acknowledge that the following is a non-exhaustive list of causes that will justify termination of this Tenancy Agreement:
 1. providing false or misleading information in their Tenancy Application,
 2. abandoning the Rental Unit,
 3. being late in paying rent or not paying rent at all,
 4. permitting unauthorized occupants to reside in the Rental Unit,

KITASOO/XAIXAIS FIRST NATION HOUSING POLICY

5. interfering with the quiet enjoyment of occupants in adjacent homes,
6. breaching the Housing Policy or the Bylaws, or
7. willfully causing damage to the Rental Unit or failing to maintain the Rental Unit in accordance with this Tenancy Agreement and the Housing Policy.

Or,

- ii. Without cause by giving one clear month's written notice.

- d. **Unpaid Rent, Charges and Interest Still Due.** The termination of this Tenancy Agreement for any reason does not relieve the Tenant(s) from paying unpaid rental arrears, electricity and internet charges, interest, or compensation for damage to the rental unit, its electrical or internet equipment, amenities or furnishings, otherwise owed pursuant to this Tenancy Agreement or Appendices.
 - e. **Tenant(s) Duties when Leaving.** Tenant(s) leaving the Rental Unit for any reason must:
 - i. Leave the Rental Unit reasonably clean, and undamaged except for reasonable wear and tear, and
 - ii. give the Housing Authority all the keys or other means of access that are in the possession or control of the Tenant(s).
14. **Purchase of the Premises.** The Tenants may submit a proposal to the Housing Authority to purchase the Rental Unit at any time.
15. **Housing Policy and Band Bylaws.** The Tenant(s) must comply with the Kitasoo/XaiXais First Nation Housing Policy, and the Band Council's Bylaws, attached as Appendix C and D (the "Housing Policy" and the "Bylaws"). Additional copies are available at the Band Office. The Housing Authority and Band Council may unilaterally alter the Housing Policy or Bylaws at any time. The Housing Authority will provide notice of alterations to the Housing Policy and Bylaws.
16. **Joint and Several Liability.** All Tenants who are signatory to this Tenancy Agreement shall be held jointly and severally liable for all terms and obligations under this Lease. *Joint and several liability means that, while all Tenants are responsible for the rent and all other obligations under the lease, at the same time any one Tenant may be held responsible to the Housing Authority for the entire amount of unpaid rent or other charges or for damages owed by any Tenant.*
17. **Assign or Sublet.** The Tenant(s) may only assign or sublet the Rental unit to another person with the written consent of the Housing Authority. Under an assignment a new tenant must assume all of the rights and obligations under this Tenancy Agreement, subject to cost adjustments that have been made to date pursuant to Section 6.
18. **Entire Contract.** This Tenancy Agreement and its Appendices constitutes the entire agreement between the Housing Authority and the Band, and the Tenant(s) regarding the Rental Unit with the possible exceptions of payroll deduction authorizations, employment contract clauses requiring payroll deductions to pay rent, and supplementary agreements concerning commercial or industrial electricity or internet use, there are no additional representations, warranties, collateral agreements, or conditions which effect this Tenancy Agreement other than those written in this Tenancy Unit Agreement. There may be additional agreements between the Tenant(s) which the Band and the Housing Authority are not privy to concerning matters such as the Tenants respective shares of the rent, and household duties.
19. **Address for Delivery of Notices.** Any notices under this Tenancy Agreement may be delivered:
 - a. to Tenant(s) by delivering it to the address noted in Section 2, or by mail to PO Box _____, Klemtu, BC V0T 1L0. Or,
 - b. to the Housing Authority: by delivering it to the Kitasoo Band Office, or by mail to: Housing Authority, Kitasoo Band Office, PO Box 87, Klemtu, BC V0T 1L0.

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20. **Amendments may only be in writing.** Amendments to this Tenancy Unit Agreement are only valid if they are in writing and signed by the Tenant(s) and an authorized representative of the Housing Authority.
21. **Severability.** If any provision of this Tenancy Agreement or its Appendices is held to be unenforceable or invalid by a court or tribunal, the remaining provisions of this Tenancy Agreement will not be affected and shall remain valid and enforceable.
22. **Independent Legal Advice.** The Housing Authority encourages the Tenant(s) to obtain independent legal advice prior to signing this this Tenancy Agreement. The Tenant(s) acknowledge that any failure to do so by any Tenant is not the fault of the Housing Authority.

THE PARTIES HEREBY ACKNOWLEDGE ON THE _____ DAY OF THE MONTH OF _____ IN THE YEAR _____ THAT THEY HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THIS TENANCY AGREEMENT AND ITS APPENDICES:

SIGNATURE OF TENANT #1

HOUSING AUTHORITY

PRINTED NAME OF TENANT #1

**PRINTED NAME OF AUTHORIZED
SIGNATORY FOR THE HOUSING
AUTHORITY**

SIGNATURE OF TENANT #2

PRINTED NAME OF TENANT #2

APPENDIX 6 INTERNET TERMS OF SERVICES

TERMS OF INTERNET SERVICE

The Service and Speed. The Housing Authority provides the Internet Services on a "reasonable efforts" basis and does not guarantee upload or download speeds. Given the logical and physical design of the Internet network, the Housing Authority cannot guarantee a specific speed when navigating particular sites. There are numerous factors that affect internet speed, including but not limited to

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location, weather, Internet traffic, router capability, computer specifications, the number and density of walls and ceilings in the networked area, the distance between routers and computer(s), interference from other devices such as cordless phones, microwave ovens and electric motors, the status of computer(s) (i.e. firewall, procedures for optimization, antivirus analysis, backup, etc.) and other factors beyond The Housing Authority's control.

The Tenant(s) acknowledge that the Housing Authority may establish general practices and limits concerning use of the Internet Services including, without limitation, the maximum size of any e-mail message that may be sent from or received by an Internet Services account, the maximum disk space that will be allotted on our servers on the Tenant(s) behalf, the maximum amount of data that may be sent from or received by an Internet Services account and the maximum number of days that e-mail messages will be stored on our servers.

Acceptable Use of Service. The Internet Services may be used only for lawful purposes. The Tenant(s) agree that they will not:

1. post, upload, reproduce, distribute or otherwise transmit unauthorized or unsolicited commercial e-mail, junk or bulk e-mail, chain letters or other "spam";
2. maintain a relay service open to the general public;
3. scan or probe another computer system;
4. obstruct or bypass computer identification procedures;
5. engage in unauthorized computer or network trespass;
6. engage in denial of service attacks;
7. post, upload, reproduce, distribute or otherwise transmit any data, information or software that constitutes a virus, trojan horse, worm or other harmful component;
8. export equipment, software or data outside of Canada in contravention of applicable export control legislation;
9. post, upload, reproduce, distribute or otherwise transmit information or materials where such activity gives rise to civil liability, or otherwise violate the rights or assist others to violate the rights of the Housing Authority or any third party; such violations include but are not limited to engaging in copyright infringement, trade-mark infringement, patent infringement, misappropriation of trade secrets and defamation;
10. post, upload, reproduce, distribute, or otherwise transmit information or materials where such activity constitutes a criminal offence, or otherwise engage in or assist others to engage in any criminal offence; such offences include, but are not limited to, public incitement or willful promotion of hatred, pyramid selling, unauthorized use of a computer, mischief in relation to data, fraud, defamatory libel, obscenity, child pornography, harassment, stalking and uttering threats;
13. share (except as necessary for use of the Internet Services in a home network), resell, reproduce, copy, distribute or redistribute any portion of, use of or access to, the Internet Services or exploit the same for any commercial purposes, except where expressly authorized by the Housing Authority; or
14. allow any other person or entity to engage in any of the foregoing activities while using the Tenant(s) Internet Services account.

If at any time the Tenant(s) become aware of any violation, by any person or entity, of the acceptable use rules set out above, which involves their account, they agree to immediately notify the Housing Authority and provide the Housing Authority with assistance, as requested, to stop and/or remedy such violation.

The Tenant(s) acknowledge and agree that the Housing Authority, the Band Council, its Contractors, councilors, and employees shall not be responsible or liable to the Tenant(s) or any third party for any suspension, restriction, or termination of the Tenant(s) account.

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Security. The Tenant(s) acknowledge and agree that when accessing the Internet there are certain risks that may allow other service users or Internet users to gain access to their computer system or Internet Services account. The Tenant(s) must take all appropriate security precautions when accessing the internet including, without limitation, encrypting their network, installing a firewall and an anti-virus solution, selecting secure passwords, allowing only pre-approved computers and users on their network, and disabling computer file sharing capabilities when moving their computer outside of their home network.

The Tenant(s) are solely responsible and liable for any and all activities that occur under the Tenant(s) account including, without limitation, all activities of any sub-account holders.

Personal Information. The Tenant(s) hereby consent to the collection, use and disclosure by the Housing Authority and its agents of The Tenant(s) personal information collected in connection with provision and/or use of Internet Services, including for the following purposes:

- a. setting up The Tenant(s)' account,
- b. installing service in the Rental Unit,
- c. accounting and Billing,
- d. for analysis to determine how to improve or expand internet service,
- e. to enable our service partners and contractors to perform services on our behalf and
- f. to meet legal and regulatory requirements.

The Tenant(s) understand that the technical processing and transmission of the Internet Services, including their content, materials or other information, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. The Tenant(s) further acknowledge that any content, materials or information that they may access through the Internet Services may be subject to "caching" at intermediate locations on the Internet.

Software License. The Tenant(s) agree that any and all software and documentation that forms part of the Internet Services or that is supplied by the Housing Authority, its agents or representatives for use in connection with the Services (the "Software") is protected by applicable intellectual property laws and remains the sole property of the Housing Authority or its suppliers. The Tenant(s) agree not to:

1. copy, modify, rent, lease, loan, sell, assign, sublicense, grant a security interest in or otherwise transfer any right or interest in the Software;
2. distribute, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover the source code, of the Software;
3. remove any proprietary notices or labels on or in the Software; or
4. allow any other person or entity to engage in any of the foregoing activities.

Disclaimers and Release of Liability. The Tenant(s) acknowledge and agree that:

1. all use of the Internet Services is at their own risk;
2. the Internet Services are provided on an "as is" and "as available" basis;
3. the Housing Authority does not guarantee error-free or uninterrupted operation of the Services;

Neither the Housing Authority, the Band Council, its suppliers, contractors, councilors or employees are responsible for or liable for:

- a. loss, deletion or alteration of any transmissions or data including, without limitation, any e-mail messages, for any material or data sent or received or not sent or received, or for any transactions entered into through or using the Internet Services including, without limitation, domain name registrations, renewals and transfers.

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- b. any act or omission of any third party, including, but not limited to, any threatening, defamatory, obscene, offensive or illegal conduct or any infringement of another's rights, including without limitation intellectual property rights.
- c. content that is transmitted through the networks of the Housing Authority or others or that is sent, received or accessed using the Internet Services, by the Tenant(s) or any third party. Or,
- d. damage to the Tenant(s) equipment, software or data arising directly or indirectly out of installation or maintenance of the Internet Services.

To the fullest extent permitted by applicable law, the Housing Authority, the Band Council, its suppliers, contractors, councilors or employees shall not have any liability to the Tenant(s) or any third party for any direct, indirect, aggravated or punitive damages, or any other damages or losses whatsoever for any claims, losses, actions, damages, suits, complaints or proceedings resulting from: other users accessing the Tenant(s) computers; security breaches; eavesdropping, denial of service; attacks; interception of traffic sent or received using the Internet Services; the Tenant(s)' reliance on or use of the equipment or Internet Services, or the mistakes, omission, interruptions, deletion of files, errors, defects, delays in operation, transmissions, or any failure of performance of the equipment or Internet Services; the patent, trademark, trade secret, confidentiality, privacy, or other industrial or intellectual property rights, proprietary rights or contractual rights of any third party; the use of the equipment or Internet Services by the Tenant(s) or a third party that infringes defamation, passing off, unfair competition, or obscenity laws including any communication transmitted in Canada that is "Obscene" as defined by the Canadian Criminal Code; or arising directly or indirectly from the Tenant(s)' use of the Internet Services, regardless of the cause of action, including negligence, and even if the Housing Authority, the Band Council, its suppliers, contractors, councilors or employees have been advised of, or could reasonably have foreseen, the possibility of such damages or losses.

Indemnity. The Tenant(s) are responsible for all use of the Internet Services, including by third parties, even if they have not authorized them to use the Internet Services. The Tenant(s) are responsible for controlling access to their Internet Services account. The Tenant(s) will indemnify the Housing Authority, the Band Council, its contractors, councilors, and employees against any claim made by a third party in connection with their use of the Internet Services or the use of the Tenant(s) Internet Service account by a third party.

Termination of Internet Service. Without limiting any of the Housing Authority's rights to suspend, restrict or terminate the Internet Services account as described elsewhere in this Tenancy Agreement, the Housing Authority may suspend or terminate the Internet Service without notice if, in the Housing Authority's sole and absolute discretion, the Housing Authority determines that: a. the Tenant(s) have violated any of the acceptable use rules or any other provision of this Tenancy Agreement or Terms of Internet Service, b. such action is necessary to protect the network from harm or to prevent fraud, or c. for any reason, upon 30 days written notice.

INITIALS _____

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APPENDIX 6 BAND BYLAWS