



# Skatin Housing Policy

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**The Purpose for the Skatin Housing Policy is to:**

Provide adequate houses on reserve for Skatin Band Members.

Help make Skatin a great and beautiful place to live.

Improve the overall understanding of housing issues to relative responsibilities.

Achieve fairness in housing delivery and funding assistance.

Assist Skatin Housing Department, Committee and Chief and Council in making housing decisions.

Establish Policies and Procedures for housing occupancy of Skatin.

Guide all Skatin Members, Housing Committee, Chief and Council Fairly

**The Skatin Housing Policy and Procedures applies fairly to:**

-All existing and future houses located on all Skatin reserves this includes Sweeteen IR3, Skookumchuck IR4, Sklahhesten IR5, 5A, 5B, Morteen IR9, Franks IR10, Perrets IR 11 and Glacier IR12.

-All housing programs of Skatin, including construction, renovations, maintenance, and repairs.

-All individuals who own, rent, or have been allocated a house on Skatin Property.

-All individuals who have made or will make application for housing within Skatin.

### **Terms for Skatin Housing Policy:**

**Appeals:** A tenant requests to appeal his/her eviction process.

**Applicant:** An individual who officially submits a completed application for social housing or band rental unit.

**Arrears:** Rent that is not paid, therefore the tenant is in default of the Rental Agreement.

**Band Rental Unit:** A Rental unit that will always be the property of Skatin Nations.

**Eviction:** A tenant is requested to vacate the premises based on Rental Agreement being in default.

**Homeowner:** The family home of which has been handed down generation to generation or a home which has been fully **paid from the band**.

**Housing Policy:** Sub-policies and Procedures that make up the Skatin Housing Policy, Application Procedure, Tenant Selection, Evictions, Rental Agreements, Maintenance policy and Appeals Procedure.

**Maintenance:** The efforts used to maintain the good quality upkeep of the social housing and band rentals of Skatin. Adequate cleaning, painting, general good repairs of social housing and band rentals.

**Skatin Housing Policy:** A document that entails all relevant Policies and Procedures related to the Housing Department.

**Social housing:** Canadian Mortgages and Housing Corporation built homes under section 95: Social Housing Program-Subsidized Mortgages.

**Sub-Policies:** A portion of Housing dealing with specific areas of the policy, Application, Tenant Selections, Maintenance, Arrears, Evictions, Subleases, Appeals and renovations.

**Tenants:** A person or persons who pay rent to Skatin.

**Rental Agreement:** A signed and understood document, signed by the tenant and the Skatin Housing department, detailing the conditions of the tenant renting a social housing or band rental.

**Turnover House:** A social house that a previous tenant has vacated from.

**Band:** Skatin.

**Band Council:** The Council Members Appointed to lead the Band alongside the Chief.

**Band Member:** A person who is registered on the Band list of Skatin.

**Housing Coordinator:** A person Appointed to lead the Housing Department in decisions on Housing matters.

**Immediate Family:** Dependent children, dependant sibling/s, Parents or Grandparents of the tenant.

**Project:** Skatin Housing Projects.

**Spouse:** The Husband /Wife of the approved tenant or common-law husband/wife of the tenant.

**Tentative invitees:** Any persons residing in the premises for a continuous period of 21 days or more, or for a total of 21 days within any 64 day period.

**Fiscal Year:** one whole year starting as of April 1<sup>st</sup> and ending March 31<sup>st</sup> the following year.

## **Application Procedure**

Skatin members may only apply for social houses. Band Rental Units Are available to interested applicants that meet the correct criteria of the policies and procedures.

Interested band members shall apply for social housing by completing the Housing Application Form (Form 1) and submitting a detailed letter stating the reasons they are applying for social housing, current living conditions, who shall reside at the house once allocated, type of employment, marital/family status.

Interested band members shall apply for band rental units by completing the Band Rental Unit form (Form 2) and submitting a detailed letter stating the reason for applying for a Band Rental Unit, current living conditions, type of employment, marital/family status.

*Form 1- Skatin Housing Application.*

*Form 2- Skatin Band Rental Unit Application.*

## **Tenant Selections**

The Housing Department shall accept and review all applications to ensure accuracy and completeness of the applicant. The Housing Department shall also maintain and update the waiting list for Social Housing and Band Rental Units.

### **Tenant Selection**

- Ability and commitment for regular monthly rental payments
- At least 19yrs of age
- Family Size
- Current living conditions
- Marital Status

- Any Arrears owed to Skatin
- Indication of long-term tenancy
- Band Member
- Non-Band member in care of a band member who is a minor
- references (non-family members)
- Responsible quiet tenants

Skatin Housing Committee and Housing Coordinator shall make the selections based on application approval and Scoring system

When a social house or band rental unit is vacant, the Skatin Housing Committee and Housing Coordinator shall review the waiting list and select new tenancy of such unit

Skatin requires a damage deposit from all new tenants. The damage deposit ensures that if or when the tenants decide/eviction from the premises that the property will be maintained. Walls are washed, floors are mopped, bed/bath and kitchen are cleaned, windows cleaned. The damage deposit will consist of half a month's rent (\$250 normally)

All Tenants will be notified of status

*Form 3 Tenant Selection Scoring*

### **CONFLICT OF INTEREST POLICY**

**Policy: No Skatin member shall participate in decisions during their role that may result in a personal benefit to that member or a member of their family.**

**Procedure:**

- All decisions must be made with the intention of benefiting the Skatin membership.
- If a conflict situation arises the member must:
  1. Announce to the committee chairperson, Housing Coordinator, or Band Manager that a conflict has arisen (Identify the conflict).
  2. Take no further part in the discussions or decision.
- If a member is found to be in a conflict situation and did not declare the conflict, the member must adhere to the Conflict-of-Interest policy and have the decision reviewed by the Department Head or Band Manager.
- If the Department Head/Band Manager feels there has been a conflict, they may request a meeting with the member in question and may take the final review to Chief and Council.
- Chief and Council will determine whether there has been a conflict and if so, will decide on the course of action to take based on the facts established in the review.

**This final decision will be in writing.**

**Reason for Policy: To ensure that all decisions regarding Skatin Housing matters are made on a professional basis, as well as to protect the integrity of Skatin.**

### **Move In / Out inspection after Tenant Selection**

#### **Move – In:**

The Tenant and Housing Staff shall do a move-in inspection prior to move in, inspecting any damage to the property, filling out a check list of noticed damage and repairing any such damage before moving in, Tenant and Housing may agree not to remedy all items

#### **Move out:**

The Tenant and Housing staff will do a Move-out Inspection of the property checking for damage, any cleaning or damage noted by Housing Staff, or the Tenant will be remedied by the Tenant.

Prior to move-out, The Tenant will ensure that the premises and lot are clean. If the Premises are not clean, the Tenant may clean them, or Housing Staff will clean the Premises and charge the cost to the Tenant, The Tenant is liable for the rent on Premises until the Premises are cleaned and repaired

Cleaning and damage Repair costs may be deducted from the damage deposit. Where the costs exceed the amount of damage the Tenant is responsibly to cover the difference owed.

#### **Maintenance Policies and Procedures:**

All band social housing and Rental Units will ensure our housing stock meets an acceptable life span while providing a safe and healthy living environment for all occupants.

Included in our Maintenance Policy, Will be a preventative maintenance guideline, which will ensure that minor repair incidences, do not accelerate into major problems requiring substantial cost to rectify.

These preventative guidelines will be clearly defined to all band social housing and band rental unit tenants as a requirement of occupancy.

Band Social Houses and Band Rental units' tenancy will be responsible for all preventative and regular maintenance of their units. Violation to our maintenance will be considered a breach of Rental Agreement and Eviction actions will be taken.



It is our intent to eliminate all unnecessary and expensive repairs due to neglect or ignorance to proper home maintenance.

When Professional maintenance is required, the tenant shall fill out a Work Order Request Form and submit it to the housing department for approval.

A tenant may apply for a Dispute Resolution regarding responsibility of repairs in which will be submitted to Skatin Housing Committee for recommendation and Chief and Council will make the final decision in the matter.

### **Tenants Responsibilities and Checklist:**

The Tenants shall not make any alterations, additions or improvements to the social housing or Band rental unit without permission from that Skatin Housing Department. If the Skatin Housing Department doesn't permit any alterations, additions, or improvements it is the Tenants responsibility to return the property to its original state.

All Tenants shall be responsible for all repairs or damage due to neglect or vandalism. The Tenant shall not store any toxic waste or offensive goods on or within the boundaries of the property.

The Tenant shall take good care of the property, keeping it clean and tidy, regular inspections will take place.

The yard is to be cleared at all times of all garbage, unsanitary objects and any other junk that may clutter the boundaries of the property this includes broken Vehicles, Old vehicle parts, old furniture, and household garbage. The tenant may have vehicle's parked in the driveway provided only. Common property of Skatin is to always remain clean and clear. Any unauthorized objects placed on common property will be removed by Skatin.

Repairs deemed the Tenants responsibility will be directed to the Tenant to carry out. Failure to carry out the repair in a timely fashion will result in the Skatin Housing department to do so and charge the cost to the Tenant.

### **Exterior and Grounds.**

- 1) Screen Damage
- 2) Down spouts and Gutters Damaged
- 3) Siding or Stucco marked or damaged
- 4) Holes in lawn caused by animals

## **Interior of building:**

- 1) Tiles lifting due to excessive water damage
- 2) Cracked or Chipped tile or linoleum
- 3) Damage to Gyproc/ drywall or doors
- 4) Gouges in the walls due to furniture, etc.
- 5) Doors or Locks damaged
- 6) Doors or Drawers of kitchen cabinets damaged
- 7) Bent or broken hinges on cupboard doors
- 8) Windows or locks broken
- 9) Window frames missing or damaged
- 10) Grab bars pulled off the wall, broken or missing
- 11) Flooring Gouged due to animal abuse
- 12) exhaust fans in Kitchen /bathrooms clean
- 13) Clean under and around all appliances and baseboards

## **Electrical:**

- 1) Switch and plug plates missing or broken
- 2) Broken fuses
- 3) Replacement of light bulbs

## **Plumbing:**

- 1) Plugged toilets, sinks and septic lines
- 2) Stripped water taps, stems, and handles
- 3) Chipped or cracked porcelain on sinks, tubs, or toilets
- 4) Damaged or broken toilet seats
- 5) Replacement of wax seals at base of toilets
- 6) Caulking around sinks, tubs, and vanities

## **Heating:**

- 1) Bent or damaged hot or cold air registers and or lines
- 2) Thermostats broken
- 3) Replacement of furnace filters

## **Pets:**

**The tenant must notify Skatin's housing coordinator of their new pet including the name, breed, and a brief description. Skatin will allow one cat and one dog per unit, if the tenant proves to be responsible, they may write a request for an additional pet to be decided by the housing committee. The tenant is responsible for fixing all**

damages caused by the pet within 30 days. If substantial damages are caused by the pet and the tenant refuses to fix the damage caused by their pet, Skatin has the right to serve a notice ending tenancy.

A tenant must make sure they and their pet don't unreasonably disturb others. If Skatin receives complaints regarding a pet, the Housing coordinator will speak directly with the tenant regarding their pet. Skatin will follow up with the tenant with a letter stating the breach in agreement regarding the pet and will allow for 30 days for the tenant to resolve the problem. If the problem isn't resolved a notice to end tenancy may be given.

Skatin has the right to serve a notice ending tenancy if a pet is seriously interfering with the safety and lawful rights of others.

### **Skatin Housing Department Responsibilities:**

Skatin Band will provide the house structure.

Skatin Housing Department will ensure a quiet and peaceful living environment.

Skatin Housing Department, as stipulated in the Rental Agreement, is to keep the premises in a good state of repair and living conditions.

Repairs that are regarded as Skatin Housing department's responsibility are those to do with structure, whether deemed to be major or minor, plumbing, heating, electrical or a major deficiency not attributed to or caused willfully or neglectfully by the Tenant or their guests.

### **List of Maintenance – Skatin Housing Department Responsibilities:**

- 1) Cracks in walls and ceilings due to construction
- 2) Water leaks, -Plumbing-Roof or flooding
- 3) Broken or rusted drainage pipes
- 4) Sticking door, when reported immediately
- 5) Sagging or shifting door jams
- 6) Burnt out light switches or plug outlets
- 7) Hot water tank elements and pressure valves
- 8) Main furnace and water tanks
- 9) Septic service and septic lines
- 10) chimney sweep, damage wood stoves
- 11) Major capital items, Stoves, washer/dryers etc...
- 12) any other deemed necessary problems

## **Renovation Procedures:**

CMHC has a few renovation Programs available to low-income homeowners.

**RRAP-Residential Rehabilitation Assistance Program:** Homeowners, persons with disabilities, Conversion, for assistance in the repair and improvement of existing substandard housing to a minimal code standard.

RRAP needs a BCR or proof of CP to confirm that the applicant has the right to occupy the premises.

**HASI-Home Adaption for Seniors Independence** helps homeowners and Band council to pay for home adaptations to extend the time low-income Elders can live in their own homes independently.

### **INAC Renovations**

Homes cannot be in the CMHC-Social Housing Portfolio (must be paid off)

**Eligibility:** houses must be a minimum of 5 years with no previously allocated renovations subsidy equal to or greater than any renovation subsidies currently in place.

Dollars used under these conditions: to maximize the longevity of the house, address overcrowding, health and safety, and be in compliance with British Columbia's Building Code.

## **Eviction Policy and Procedures:**

This policy is enacted upon once the Tenant is in default of his/her Rental Agreement. Rent is due every 30 days. If the rent is going to be late, please advise the Housing Department of when to expect payment for Late rent.

### **Possible Evictions:**

- 1) Failure of rent payments will result in an Eviction Notice, giving the Tenant 30 days to clear up arrears and current months' rent, or considerable months' rent plus minimal 25% of arrears monthly, Failure to pay rent within 30 days results in an Eviction notice, giving the Tenant 30 days to vacate the rental unit and premises.
- 2) If A Tenant receives 3 Eviction notices in 1 fiscal year the fourth will be a terminal Eviction Notice
- 3) The Tenant is caught dealing drugs and or alcohol from the Social Housing unit or Band Rental.
- 4) The Tenant is in default of their Rental Agreement by not keeping the premises in good standings, an eviction notice will be distributed first,

- giving the tenant 30 days to repair the premises to suitable standings.
- 5) If the Tenant abandons the premises for 30 days or more without payment of rent.
  - 6) If an Evicted Tenant moves in with a Family Member in another Social housing house or Band Rental Unit that member will get an Eviction Notice as well

### **Eviction Appeal Case and Process:**

If the Tenant requests to reverse their Eviction, there is an appeal process that can take place.

- 1) First the Tenant must write a letter to Chief and Council and set up a meeting with Chief and Council.
- 2) Must prove eligibility of Tenancy, and provide good reason why they are in default of the Rental Agreement
- 3) Chief and Council will make the final decision with all valid information regarding Tenant record history, made available by the Housing Department and from information brought forth by the Evicted Tenant.

This must be completed within 30 days the Tenant is given the Eviction Notice. If a request for an appeal is presented within the 30-day period, Chief and Council must grant time for the Tenants appeal case for that month.

### **Amendments and Changes to Housing Policy:**

All items in the Housing Policy are subject to change as necessary. Amendments and changed will be from the concerns of the Skatin Community, Chief and Council, or from the Housing Department.