



"We Make Things
Happen"

Okanagan Indian Band
**Operations, Lands &
Housing**

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Okanagan Indian Band Social Housing Policy

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1.0 Background and Purpose of the Policy

The Okanagan Indian Band (OKIB) has developed this Housing Policy to provide band members with shelter that meets health, safety and structural standards. The OKIB Housing Policy ensures that housing assistance is made available to band members in a fair and equitable manner and will benefit the community as a whole.

This policy applies to housing units built for the purpose of long-term rental or a purchase (rent-to-own) option, on the Okanagan Indian Band reserves.

The Operations, Lands, and Housing Department of the Okanagan Indian Band have reviewed the administration of housing services and have approved this policy to guide the delivery and administration of housing services to the community.

2.0 Objectives

- 2.1 The objectives of this policy are to:
- a) Address the need and demand for adequate housing by allocating social housing assistance in an equitable manner;
 - b) To be transparent and accountable;
 - c) Protect and enhance the community's investment in housing;
 - d) Protect and extend the life of social housing units through the application and enforcement of maintenance, inspection, renovation and insurance policies;
 - e) Share the responsibility for social housing between the Okanagan Indian Band government and the tenants; and
 - f) To promote individual pride and responsibility for housing.
 - g) Provide a full spectrum of Housing Opportunity.

3.0 Definitions

- "AANDC" means Aboriginal Affairs and Northern Development Canada formerly known as Indian and Northern Affairs Canada (INAC).
- "Appeal" means an option for applicants or tenants who wish to appeal any decision made under this housing policy. The appeal process provides for a review of information and verification that decisions made were in compliance with the housing policy and community housing goals and priorities.

- **"Arrears"** means housing payments owed to the Okanagan Indian Band that are late or overdue.
- **"Band" or "the Band"** means the Okanagan Indian Band.
- **"Certificate of Possession"** means a certificate issued by the Minister of AANDC as evidence of the band member's right to possession of the land described within the Okanagan Indian Band. No band member is lawfully in possession of land in Okanagan Indian Band unless, with the approval of the Minister, possession of the land has been allotted to him/her by the Council of Okanagan Indian Band.
- **"CMHC"** means Canada Mortgage & Housing Corporation.
- **"Community" or "the community"** means the Okanagan Indian Band.
- **"Council"** means the Okanagan Indian Band Council.
- **"CSA"** means Canadian Standards Association.
- **"Elder"** means a registered member of the Band who is 65 years of age or older.
- **"Eviction"** means to the legal action taken by the Okanagan Indian Band to remove a tenant from a social housing unit for failure to honour the conditions of their lease.
- **"Homeownership"** means owning the house after Exercising the Option to Purchase (Section 31.0).
- **"Household income"** means the income from all sources, of all members of the household, 19 years of age or older, with the exception of income earned by dependants who are attending school full-time.
- **"INAC"** means Indian & Northern Affairs Canada (as of July 1, 2011 INAC changed to Aboriginal Affairs and Northern Development Canada - AANDC).
- **"Lease" or "lease agreement"** means a written agreement between the housing department and a tenant for the right to occupy a social housing unit, and includes any renewal of such an agreement.
- **"Member"** means an individual who is a registered status Indian in accordance with the Indian Act and a member of the Okanagan Indian Band.
- **"Ministerial Loan Guarantee"** means a guarantee provided by the Okanagan Indian Band which is used as security for the bank mortgage.

- **"National Occupancy Standards"** (NOS) means the number of bedrooms a household requires based on the household size and composition. Enough bedrooms based on NOS requirements means one bedroom for each cohabiting adult couple, unattached household member 18 years of age and over, same-sex pair of children under age 18, and additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
- **Occupancy guidelines** means the number of bedrooms a household requires based on the number of people in the household, their age and their gender.
- **"Okanagan Indian Band" or "OKIB"** means the Okanagan Indian Band reserves.
- **"Qualified contractor"** means a person or firm that meets the contractor qualification as described in this housing policy.
- **"Qualifying member" and "Qualifying applicant"** means a member or applicant who meets the eligibility criteria for housing assistance under this housing policy.
- **"Rent"** means the amount paid or required to be paid by a tenant to the Band for the right to occupy a social housing unit.
- **"Social/Rental Unit- Post-1997"** means any Rental Unit provided under Section 95 through an Operating Agreement signed AFTER 1997 and ordinarily referred to as the "new" agreement.
- **"Social/Rental Unit- Pre-1997"** means any Rental Unit provided under Section 95 through an Operating Agreement signed BEFORE 1997 and ordinarily referred to as the "old" agreement.
- **"Replacement reserve"** means the fund that is used to cover the cost of replacing major capital items in the social housing CMHC subsidized units to ensure the units are kept at an acceptable standard.
- **"Section 95"** means section 95 of the National Housing Act, RSC 1985 C-11.
- **"Security deposit"** means a deposit paid by the tenant to the Band equal to one-half month's rent to the Band to cover losses to the Band that may occur during tenancy (i.e. damage to the social housing unit, unpaid rent).
- **"Social Housing"** means the program that assists First Nations in the construction, purchase and rehabilitation, and administration of suitable,

adequate and affordable rental housing on-reserve. CMHC provides a subsidy to the project to assist with its financing and operation.

- **"Subsidy"** means the money and/or services that are provided or administered by the Band.
- **"Substantial Completed House"** means a house that is finished on the exterior and interior; has working plumbing, wiring proper sewage disposal, a completed roof, all exterior doors and windows installed, proper insulation, permanent foundation, adequate heating and which has been built to meet or exceed current local building standards or any Band Council By-Law made subsequent to the adoption of this By-Law specifying the standards to which buildings are to be built.
- **"Tenant"** means a person who enters into a lease with the housing department and who pays rent in return for the right to occupy a social housing unit.
- **"Unit"** means the social housing unit occupied by the tenant.

4.0 Policy Administration and Enforcement

- 4.1 This housing policy applies to all persons occupying a social housing unit or holds a mortgage with a lender approved with Okanagan Indian Band First Nations Market Housing Fund Ownership Program.
- 4.2 The housing department is responsible for the day-to-day administration and enforcement of all housing programs and services. The housing department shall prepare all applications and submissions.

5.0 Amendments to the Housing Policy

- 5.1 The housing department shall provide notice of the change in policy by:
 - a) Providing written notice of the policy amendment to tenants within 30 days of approval (3 months' notice for any rent increases).

6.0 Roles and Responsibilities

- 6.1 Band Members
 - 6.1.1 As members of the Okanagan Indian Band, each person has a right to contribute their views on existing and future housing programs and services.
 - 6.1.2 Band members are encouraged to support implementation and enforcement of the housing policy approved by Chief and Council.

6.2 Housing Department

The key responsibilities of the housing department are to:

- a) Apply and enforce the housing policy;
- b) Enact changes in policy as needed and to review housing goals and priorities annually;
- c) Carry out or oversee maintenance and repairs in a cost-effective manner as directed by the Housing Program;
- d) Research and implement housing best practices;
- e) Develop sustainable housing programs and projects;
- f) Monitor the effectiveness of all housing policies and programs;
- g) Report regularly to the Director of Operations, Lands & Housing on the activities of the housing department;
- h) To plan and carry out community meetings on policy revisions, amendments and any new programs or services; and
- i) To provide information and counselling for tenants who require assistance in understanding and assuming their housing responsibilities.

6.3 Tenants

Tenants shall be required to sign a lease agreement with the housing department. They shall be responsible to live up to the conditions of the lease which include, but are not limited to, carrying out minor maintenance and repairs, correcting tenant damage, making monthly payments, paying other housing charges as required, keeping the unit and property free of health and safety hazards, and informing the housing department of all planned prolonged absences from the unit.

7.0 Appeals

7.1 Lodging the Appeal

7.1.1 An applicant/tenant who wishes to appeal any decision made under this housing policy shall submit their appeal in writing to the Director of Operations within 7 days of having been advised of the decision by the housing department.

7.1.2 The appeal shall include:

- a) A description of the housing decision being appealed;
- b) A brief statement of the reason for the appeal (why the applicant/tenant feels the housing decision was not made according to the housing policy);
- c) Any supporting documentation;
- d) The full name, address and contact information of the

- applicant/tenant; and
- e) The appeal shall be signed by the applicant/tenant and dated.
- 7.1.3 The housing department shall acknowledge receipt of the appeal, in writing, within 5 days of receipt of the appeal and shall confirm the anticipated date of the appeal review.
- 7.2 Reviewing the Appeal
 - 7.2.1 Appeals are reviewed by the Director of Operations.
 - 7.2.2 The Housing Department shall present the appeal documentation to the Director of Operations and shall confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.
 - 7.2.3 The Director of Operations shall review information brought forward by the applicant/tenant and the housing department and may request verbal presentations by both parties. In considering the appeal, the Director of Operations shall decide whether the housing department based its decision according to the housing policy, without bias or favoritism and without error in interpretation of the housing policy.
 - 7.2.4 The Director of Operations may, after consideration of all the information presented:
 - a) Request that the housing department review its decision based on a corrected understanding of the policy;
 - b) Order the housing department to follow approved policy and priorities established for social housing;
 - c) Affirm the decision made by the housing department; or
 - d) Recommend amendments to this housing policy manual.
- 7.3 Appeal Decision
 - 7.3.1 The Director of Operations shall provide a decision to the housing department within 2 working days of receipt of the appeal review meeting.
 - 7.3.2 The housing department shall respond in writing to the applicant/tenant within 5 days of the decision.
 - 7.3.3 The housing department shall take action as advised by the Director of Operations regarding the appeal.
 - 7.3.4 The applicant/tenant shall abide by the final decision of the Director of Operations.

8.0 Eligibility Criteria for Social Housing/Rental Units

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

- 8.1 Shall be a registered member of the Okanagan Indian Band.
- 8.2 Shall be 19 years of age.
- 8.3 Shall complete an application for social housing (refer to Appendix A).
- 8.4 Applicants shall provide verification of household income (letter from current employer/pay stubs, benefits statements, and a Canada Revenue Agency notice of assessment).
- 8.5 Applicants shall complete an affordability analysis in order to confirm their ability to manage the monthly rental payments and other associated housing costs or charges (refer to Appendix B).
- 8.6 Applicants shall provide payment of the first month's rent and payment of a security deposit equal to one half of one month's rental payment at the time the lease agreement is signed. Income Assistance will not pay security deposits on behalf of their clients.
- 8.7 Applicants with rental arrears and/or outstanding accounts (money owing) to Okanagan Indian Band shall not be considered for housing assistance until the outstanding accounts have been paid off or until the applicant has entered into a repayment agreement with the Band and has paid the agreed upon monthly instalments on the due date of the instalments as set out in the repayment agreement for a minimum of six consecutive months.
- 8.8 Applicants with a history of poor tenancy (cited for lease agreement violations where notice to correct or vacate was issued) shall not be considered eligible for housing assistance except where either:
 - a) The applicant has documentation from their most recent landlord that confirms compliance with a lease agreement for a consistent 2 year period; or
 - b) Where a formal lease agreement is not in place, the applicant can supply a reference with which the housing department can confirm the applicant's ability to effectively manage the financial and physical responsibilities of occupying a unit as a tenant.

9.0 Selection Criteria - Priority for Social Housing/Rental Units

- 9.1 Priority for Social Housing and Rental Units shall be awarded to those applicants who score the highest priority rating based on the Application Priority/Suitability Rating System (Appendix C).
- 9.2 If the priority rating and all other eligibility criteria are confirmed to be equal, applicants with the earliest application date shall be given priority.
- 9.3 For existing units, the household size in consideration of the size/number of bedrooms in the unit that is available shall also be used to determine priority.

10.0 Applications for Social Housing/Rental Units

10.1 Application Process

- 10.1.0 New applications shall be received by the Operations, Lands & Housing Department at the reception desk and dated immediately.
- 10.1.1 The applications shall be passed to the Housing Officer.
- 10.1.2 The Housing Department shall review the application to:
 - a) Confirm the application is complete and includes all of the required information;
 - b) Confirm eligibility in accordance with the housing policy;
 - c) Confirm the unit type (number of bedrooms) the applicant is entitled to apply for per the occupancy guidelines of this policy and note this on the top of the application;
 - d) Provide notification to the applicant to confirm or comment on eligibility; and
- 10.1.3 Incomplete applications shall be returned to the applicant and/or the housing department shall contact the applicant to confirm the information required to complete the application. The housing department may hold the incomplete application until the required information is provided by the applicant. Any incomplete applications held by the housing department shall be considered inactive until such time as the applicant provides the missing information.

10.2 Application Approval

- 10.2.1 If application is approved, the housing department shall contact the successful applicant within 5 working days of selection for the unit.



10.2.2 Applicant(s) shall have 5 working days to confirm acceptance of the unit and to make arrangements for an in-person meeting with the housing department to sign the required documentation. Failure by the applicant to confirm acceptance within 5 days shall result in the application being returned to the waiting list.

10.2.3 The housing department shall maintain the applicant file in a secure location with access only by authorized representatives of the housing department.

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

10.3 Application Renewal

10.3.1 The housing department shall keep applications on file for 1 year from the date of receipt.

10.3.2 An applicant is responsible to update their application annually.

10.3.3 After each new application or re-application is submitted, the housing department shall review the application to confirm the application is complete and meets the eligibility requirements as detailed in this housing policy and shall calculate a new Application Priority/Suitability Rating System form.

10.3.4 An application can be renewed or updated by phoning the housing department or arranging for an in-person interview with the housing department, or submitting a new application before the end of the one year period.

10.3.5 An application not updated annually shall be considered inactive and shall be removed from the housing department waiting list file.

11.0 Occupancy Guidelines

11.1 Based on the information provided in the social housing or rental application and confirmed during the interview, the following guidelines shall determine the unit type (number of bedrooms) an applicant is eligible for based on the National Occupancy Guidelines definition of suitable housing which means housing that has enough bedrooms for the size and make-up of resident households, according to National Occupancy Standard (NOS) requirements. Enough bedrooms based on NOS requirements means one bedroom for:

- Each cohabiting adult couple;

- Unattached household member 18 years of age and over;
 - Same-sex pair of children under age 18; and
 - Additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom.
- 11.2 Only occupants listed in the lease agreement are authorized to occupy the social housing unit. If the tenant wishes to have additional occupants live in the unit, they shall make a written request to obtain consent to do so from the housing department. The request shall provide detail on the additional person(s) including age and gender. The housing department reserves the right to refuse additional occupants where such approval would result in an overcrowded housing situation per the occupancy guidelines noted above.

12.0 Maximum Unit Construction Costs/Unit Type

Approvals for new construction are subject to funding availability based on the allocation from funding sources each year.

- 12.1 Maximum Unit Construction Costs
Operations, Lands & Housing shall confirm the maximum per unit construction costs for homes constructed through the housing program, as determined annually by the funding source and identified as the maximum unit price.
- 12.2 Unit Type and House Plans
- 12.2.1 The Housing Officer and selected tenant shall determine the unit type(s) and eligible unit house plans available to be constructed through the program, with approval from the funding source.
- 12.2.2 Operations, Lands & Housing reserves final authority to confirm the unit type for construction of homes through this program.
- 12.2.3 Where the applicant wishes to upgrade features/finishes of the home the following conditions shall apply:
- a) The applicant shall request written approval of upgrades from the housing department. The request shall include a detailed description of the upgrades along with an estimate of the costs from a recognized contractor/supplier.
 - b) Where the costs of these upgrades shall exceed the maximum unit price confirmed by the funding source, or the modest

criteria set by the funding source, the applicant shall be responsible to obtain the additional funds from their own sources to fully cover these costs prior to approval.

- c) All upgrades shall be made within the approved building envelope (structure).
- d) The additional funds to cover the cost of the upgrades shall be paid in full by the tenant to the Band no later than 30 days before the start of unit construction. Failure to provide payment in full of these funds 30 days before the start of construction shall result in the additional features being removed from the construction contract. Any costs associated with the elimination of these features through the construction contract shall be billed to the applicant.

13.0 Lot Selection – New Construction

13.1 Lot Selection

- 13.1.1 Units shall be located to take maximum advantage of existing infrastructure.
- 13.1.2 Approved occupants for new construction may be given an option to identify their preferred lot location however the Housing Department reserves final authority to confirm the eligibility of the lot location for construction of homes.
- 13.1.3 If the Housing Department approves the member's request for a lot that is not in a current subdivision, the member will be responsible for all infrastructure costs related to the development of the lot (i.e. road access, clearing and leveling, etc.).

13.2 Applicants with a Certificate of Possession

- 13.2.1 Applicants must have a Certificate of Possession confirming their right to possess the land where they would prefer to have the unit located may request approval from the Housing Department to do so however the Operations, Lands & Housing Director reserves final authority to confirm the eligibility of the lot location for construction of homes through this program.
- 13.2.2 If the Housing Department approves the member's request for a lot that is not in a current subdivision, the member will be responsible for all infrastructure costs related to the development of the lot (i.e. road access, clearing and leveling, etc.).

Applicants shall transfer the Certificate of Possession to the

Okanagan Indian Band prior to the start of construction in accordance with Okanagan Indian Band lands policies.

13.2.3 The Certificate of Possession shall remain in the name of the Band until the mortgage is completely amortized including arrears, the tenant has met all of the obligations, terms and conditions of the lease agreement and the tenant has executed the documentation required to exercise the option to purchase the unit.

13.2.4 Failure to meet the conditions noted above and/or if, during their tenancy the applicant terminates their lease agreement, or where the lease is terminated by the Band, with cause, the applicant/tenant shall lose all rights to the unit and the land.

14.0 Lease Agreement

- 14.1 The lease agreement has been developed to protect the unit, the tenant and the Capital Investments of the Band.
- 14.2 The lease agreement is administered by the Housing Officer in accordance with the terms outlined in the lease agreement, this housing policy and the applicable Okanagan Indian Band laws and regulations. The lease confirms the tenant's obligations and the obligations of the Okanagan Indian Band. A copy of the lease is included in Appendix D.
- 14.3 After the application has been approved, and prior to occupancy, the housing department shall complete an in-person meeting with the tenant to explain all aspects of the social housing program and the lease agreement. The housing department shall review the responsibilities of the Band, all rules imposed on the tenant, charges payable by the tenant and consequences for breach of the lease agreement and/or the housing policy. A record of this meeting shall be made and retained on the tenant file.
- 14.4 The lease agreement shall be signed by the housing department and the tenant prior to the tenant taking occupancy of the unit.
- 14.5 As a condition of signing the lease agreement, the applicant shall provide to the housing department payment of the first month's rent and payment of a security deposit equal to one half of one month's rent payment.
- 14.6 On execution of the lease, the housing department shall provide to the tenant:
 - a) A copy of the lease agreement;
 - b) A copy of the policy, if requested.



- 14.7 Any changes in the lease agreement or housing policy shall be delivered via regular mail by the Band to the tenant within 30 days of the changes coming into effect.

15.0 Security Deposit

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

16.0 Rent Scale, Payments and Other Housing Charges

- 16.1 All tenants are expected to contribute toward the cost of housing. Funds collected as rent payments shall be used to protect Okanagan Indian Band's investment in social housing and to maximize housing resources.

The rent scale for CMHC Section 95 (Post-1997) is a set rate, (see Appendix P).

For CMHC Section 95 (Pre-1997), the rent calculation will remain based on income.

For any rental units that are not CMHC subsidized, full market rent will be charged for the unit, based on the area, and determined by the Operations, Lands & Housing Department. Okanagan Indian Band members will receive a discount of half of the rental rate difference of full market rent to a CMHC subsidized rental rate. (Ex. Full market 3 Bedroom House \$1000.00-CMHC subsidized rental \$550.00=\$450.00; 450/2=\$225.00. Rent would be \$1000-\$225.00=\$775.00)

16.2 Rent Payments

16.2.1 Rent levels are subject to change at the discretion of Operations, Lands & Housing.

16.2.2 The housing department shall give the tenant written notice of rental increases at least ninety (90) days prior to the effective date of the rental increase.

16.2.3 The finance department shall, on a monthly basis, provide the tenant with a written statement of account confirming payments received and/or payable.

16.3 Other Housing Charges

A tenant is responsible to pay all charges for utilities including heat, electricity, telephone, appliances and other services or any other amenity to which the tenant may subscribe or install, unless otherwise indicated in the lease agreement.

17.0 Methods of Rent Payment

The following methods of payment are offered by the Okanagan Indian Band:

17.1 Payroll Deduction

Tenants who are employed with the Okanagan Indian Band are required to use payroll deductions as the method of payment. To initiate this form of payment the tenant is required to complete a payroll authorization form (Appendix E); the form shall be resubmitted to the finance department for every change. Monies deducted from payroll on behalf of a tenant for rent as per authorization forms are detailed on each payroll stub and shall be posted to each tenant's account on a monthly basis.

17.2 Social Assistance Shelter Allowance

The rental payment may be covered if the tenant is currently receiving social assistance and is eligible for the shelter component. The completion of the necessary forms and approval through the Social Assistance Department is required on a month-to-month basis. The shelter component is automatically transferred to the Band social housing account on behalf of the social assistance client on a monthly basis.

17.3 Pre-Authorized Debit

The tenant may use a pre-authorized debit to provide Okanagan Indian Band with the written authority to withdraw the regular monthly rental payments from the tenant's bank account (Appendix F).

17.4 Education Living Allowance

Tenants who are students receiving either Post-Secondary Funding through the Okanagan Indian Band are required to use automatic deductions as a method of payment. In order to initiate this method of payment, the tenant is required to complete a Payroll/Education Authorization Form (Appendix E). Monies deducted from Education Direct Deposit as per authorization forms shall be posted to the tenant's housing account on a monthly basis.

17.5 Cash/Money Orders/Cheque/Debit

Payments by cash, money orders, and/or cheques are to be made payable to the Okanagan Indian Band. Once payment is received, a two part receipt is prepared, 1 part to the tenant, 1 part as permanent record in the cash receipt book. Payments received in this form shall be posted to the tenant's account. Tenants are encouraged to use post-dated cheques as method of payment. If a payment is made by cheque and is returned by the bank as Non-Sufficient Funds (NSF) two times, cheques will no longer be an acceptable method of payment for that member.

18.0 Rent Collection

Rent is used to ensure payment of social housing costs. When the tenant does not pay rent as required, the Band must make up the shortage using other band revenues. There is a cost to the Band in that it loses interest and/or is prevented from using the monies elsewhere. Rental arrears also add to the deterioration of a housing project, increases receivables and may affect the Band's ability to borrow funds for other projects. Refer to the Collection Policy for collection processes. Also see, Repayment Arrears Recovery Agreement (Appendix G).

19.0 Termination of the Lease/Eviction

19.1 Termination by the Tenant

19.1.1 The tenant may terminate their lease by giving 30 days written notice to the housing department. The notice shall confirm the address of the social housing unit, the date that the tenant shall move out and shall be signed by the tenant(s) (refer to Appendix H).

19.1.2 The notice shall be delivered by hand or by registered mail to the Operations, Lands & Housing Department, at least 5 days in advance of the 30 days' notice period.

19.2 Termination by Operations, Lands & Housing

Operations, Lands & Housing may terminate the lease, by giving written

notice to the tenant (refer to Appendix I) where there has been a breach of the lease agreement, the housing policy and/or for any of the following:

19.2.1 Tenant knowingly gave false information to the Operations, Lands & Housing.

19.2.2 Tenant is in arrears or repeatedly late making the required rental payments.

19.2.3 Tenant or a person permitted on the property by the tenant, or the tenants pet(s) has:

a) Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the Band.

b) Seriously jeopardized the health or safety or lawful right of another tenant, a neighbouring occupant or the Band.

c) Put the Band's property at significant risk.

19.2.4 Tenant has engaged in illegal activity that has, or is likely to:

a) Damage the Band's property.

b) Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant, a neighbouring occupant, or the Band.

19.2.5 Tenant has caused damage to the social housing unit or property and:

a) Has not done the required repairs to the property after receiving the required notification from Operations, Lands & Housing, or

b) Has not paid Operations, Lands & Housing for repairs carried out by Operations, Lands & Housing as a result of willful damage or neglect by the tenant or their guest(s).

19.2.6 Tenant has assigned, leased or sublet the unit without prior written approval from the Operations, Lands & Housing.

19.2.7 Tenant has abandoned the unit for a period longer than two (2) months without written notice to the housing department.

19.2.8 A tenant is operating a business out of the unit without prior approval by Operations, Lands & Housing.

19.3 Eviction Process

19.3.1 Operations, Lands & Housing shall authorize all evictions.

19.3.2 Termination of the lease/eviction shall take place only after the 30 day notice to terminate tenancy has been delivered to the tenant and efforts have been made, and documented, by the housing department to meet with the tenant and counsel them on the consequences of failing to resolve the breach of the lease agreement/housing policy. Eviction action shall be taken as a last resort in cases where the tenant has failed to resolve the breach of

the lease agreement; this is an effort to provide every chance for settlement, as opposed to removing the tenant from the unit.

19.3.3 The written notice to terminate the lease shall be issued by Operations, Lands & Housing to the tenant 30 days before the date that the lease shall be terminated, as confirmed in the termination notice, by either:

- a) Handing the notice directly to the tenant.
- b) Securely attaching the notice to the door of the unit. A notice attached to the door is presumed to have been legally served on the third day after it is attached.
- c) Handing the notice to an adult who lives with the tenant.
- d) Sending the notice by registered mail. A notice sent by registered mail is presumed to have been legally served five days after it is mailed.

19.3.4 If the tenant does not vacate the unit at the required date defined in the termination of tenancy notice, the Band may:

- a) Obtain the services of a bailiff or the RCMP or retain a solicitor to obtain from the court a Writ of Possession and to serve this order on the tenant.
- b) Arrange for the locks to be changed and the tenant's possessions to be removed from the premises.

19.3.5 Upon termination of the lease, the tenant shall be held responsible for rental arrears and any other expenses that the Band has incurred as a result of the termination of the lease.

19.3.6 Where the reason for termination of the lease is rental arrears, after the lease has been terminated, any offer of payment or settlement (either full or partial) made by the tenant to the Band or any agent assigned by the Band to carry out the eviction, is to be declined (acceptance of payment of rental arrears cancels eviction action and reinstates the lease agreement).

19.3.7 Any personal possessions left by the vacating tenant in the unit shall be stored by the Band for 60 days or alternately dealt with by the housing department. Refer to section 30.8 of this housing policy regarding disposal of a tenant's personal property.

19.3.8 If, six months after the eviction, the payment arrears and/or other unpaid housing charges have not been paid in full by the tenant, the Band may submit the account to a collection agency.

19.4 Termination for Major Repairs

19.4.1 Where the housing department confirms through an inspection that the unit requires extensive repairs or renovations to the extent that

the unit cannot be occupied for a period of time, and the housing department has obtained all necessary permits or other authority that may be required, Operations, Lands & Housing may make an order terminating the occupancy, but shall give the tenant a ninety (90) day notice to this effect.

19.4.2 Where a tenant has received a notice for termination for the reason noted above and has indicated in writing to the housing department, before vacating the unit that he/she wishes to have a right of first refusal to reoccupy the premises as a tenant when the repairs or renovations are complete the tenant shall have the right of first refusal to occupy the said house, provided that the tenant informs the housing department of his/her address.

19.5 Termination of the Lease Agreement – Certificate of Possession

19.5.1 Where the tenant has surrendered a certificate of possession to the Band for construction of the social housing unit and where the lease is terminated by the tenant or with cause by the Band, the land shall remain in the name of the Okanagan Indian Band.

19.5.2 Neither the tenants, nor their heirs nor their estate shall have any claim to the land that was surrendered.

20.0 Insurance

20.1 The Band shall provide insurance against damage to the unit structure by fire and other perils and shall provide other liability insurance on all housing units until such time as a tenant exercises their option to purchase on the unit. The Band shall not provide contents insurance.

20.2 The tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings. This cost is the responsibility of the tenant.

20.3 Neither the Okanagan Indian Band nor the housing department is responsible for the contents/personal belongings of the tenant.

21.0 Contract and Construction Management

21.1 The housing department is responsible for contract and construction management in accordance with Okanagan Indian Band policies.

- 21.2 New houses shall be situated on surveyed and serviced lots in accordance with Okanagan Indian Band lands policies.
- 21.3 Units shall be located to take maximum advantage of existing infrastructure such as sewer and water, streets and roads and electrical service.
- 21.4 Construction standards shall be in accordance with the British Columbia Building Code {latest edition}; CSA Standard Z-240 for mobile homes, CSA Standard A-277 for manufactured homes; Band Council by-laws specifying building or other standards; CMHC standards Sewage Disposal Regulations or By-Laws; any other by-laws, codes and regulations applicable to the project.
- 21.5 Technical support and inspections shall be provided by the housing department and/or the authority having jurisdiction.
- 21.6 New units may not be occupied until the Band receives a copy of the completion/occupancy certificate issued by the building inspector confirming that the house is completed according to the requirements set out by the Band.

22.0 Maintenance and Repairs

22.1 Tenant Responsibilities

- 22.1.1 The tenant is responsible for the general maintenance and day-to-day upkeep of the unit.
- 22.1.1 The tenant is responsible to maintain the outside property including lawn, shrubbery and plants, and snow removal from all walkways and driveways; to keep the property free from garbage and debris and unsightly items, including derelict motor vehicles or other equipment.
- 22.1.2 The tenant is responsible for the cost of all repairs required as a result of willful damage or neglect caused by the tenant or their guests.
- 22.1.3 The tenant is responsible to immediately report to the housing department any accident, break or defect in water, heating or electrical systems, or in any part of the home and its equipment in general.

- 22.1.4 The tenant is responsible to report, by phone or in writing, to the housing department any repair and/or maintenance issue as these occur, to prevent damage or deterioration of the unit.
- 22.1.5 The tenant is not permitted to alter or cause to be altered the locking system on any unit entry door.
- 22.1.6 The tenant is not permitted to make any alterations, additions or improvements to the unit and land. Any alterations, additions or improvements made by the tenant are subject to removal at the cost of the tenant, or, such improvements are owned by the Band without compensation to the tenant.

22.2 Band Responsibilities

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

22.3 Emergency Repairs



- 22.3.1 The housing department shall provide the tenant with a 24 hour emergency contact number to report emergency repairs.
- 22.3.1 The tenant is responsible to immediately report to the housing department any emergency repairs.
- 22.3.2 The housing department shall carry out emergency repairs where these repairs include:
 - a) Any accident, break or defect in water, heating or electrical systems, or safety features in any part of the home;
 - b) Any item that presents a hazard to the immediate health or safety of the tenant;
 - c) Any item required to prevent the loss of an essential service.
- 22.3.3 The housing department shall make every reasonable effort to respond to the emergency repairs within 24 hours of receiving notification from the tenant.
- 22.3.4 The housing department shall arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.
- 22.3.5 Where emergency repairs are confirmed by an inspection to be a result of tenant damage or neglect, the housing department shall complete the repairs and shall demand payment of the repair costs from the tenant. The housing department may file a report of damages to the local police department.
- 22.4 Maintenance and Repairs
 - 22.4.1 All repair requests are subject to budget availability.
 - 22.4.2 A tenant with a request for maintenance and/or repairs shall contact the housing department either by phone or in writing to confirm the nature of the maintenance/repair work.
 - 22.4.3 The housing department may request an inspection to confirm:
 - a) The eligibility of the maintenance/repairs;
 - b) The materials required;
 - c) Whether the repairs are within the capabilities of the housing department or if the repairs are to be contracted out to qualified service providers (i.e. electrical, mechanical and plumbing systems).
 - 22.4.4 The housing department shall review all inspections and prioritize all requests as follows:

- a) Non-emergency repairs or maintenance related to health and safety (including damaged windows, doors, damaged flooring, and stairs) are considered priority repairs;
- b) Where repair requests include emergency and non-emergency repairs, non-emergency items shall be considered separately with other requests for non-emergency repairs;
- c) All other repair requests, including requests for improvements, shall be dealt with in the order in which they are received.

22.4.5 Where the maintenance/repair work is to be carried out by the housing department, a work order shall be prepared and the maintenance/repairs shall be completed in the order of the date in which the work order was approved.

22.4.6 The costs of repairs that are determined to be a result of willful damage or neglect on the part of the tenant shall be charged to the tenant's account (refer to the tenant damage section of this policy).

22.5 Maintenance and Repairs Completed by External Contractors

22.5.1 Maintenance and repairs determined to be outside the scope of the housing department and those that require specialized expertise shall be completed by a qualified contractor.

22.5.2 The housing department shall issue a call for bids with at least three qualified contractors/tradespersons.

22.5.3 Calls for bids shall be in writing and shall contain work specifications and time requirements for start and completion of the work. The call for bids shall include the deadline for the bid to be received by the housing department; bids received after the deadline date shall not be considered.

22.5.4 Bids shall be awarded based on costs, warranties, qualifications, experience and servicing. The lowest or any bid shall not necessarily be accepted.

22.5.5 Contractors shall provide verification of current Worker's Compensation Coverage and appropriate liability insurance.

22.5.6 All call for bids and contract award documentation along with warranties, inspections and other documentation shall be kept on the unit file for a minimum of 5 years after the work is completed.

22.6 Financial Authorities for Maintenance and Repairs

- 22.6.1 The Housing Officer has the authority to approve expenses/ contracts for maintenance and repairs, including work determined to be an eligible replacement reserve item, to a maximum of \$50,000.00 (labor and materials) per project.
- 22.6.2 Maintenance and repairs requests with costs greater than \$50,000.00 along with related cost estimates shall be submitted to the Director of Operations, Lands and Housing for approval.
- 22.6.3 All contracts pending and awarded shall be included in the annual housing activity report.

23.0 Inspections

23.1 Inspection Reports

All inspection reports shall include:

- The general condition of the property;
- The date of the inspection;
- Signature of the inspector and the tenant, where applicable.

23.2 Annual Unit Inspection

23.2.1 All occupied social housing units shall be inspected once a year. The units shall be inspected to record the condition of the unit both internally and externally. Reports shall be completed to reflect any deficiencies; a copy of the report shall be placed in the tenant's file. These inspections shall be used to determine the need for any preventative maintenance, repairs, as well as to determine any misuses or negligence on the part of the tenant (refer to Appendix J for a copy of the Annual Inspection Form).

23.2.2 The housing department shall send a notice to the tenant one week in advance of the planned annual inspection to confirm the date, time and purpose of the inspection. 24 hours before the inspection, the housing department shall phone the tenant to remind them of the planned inspection. If the tenant misses 2 consecutive scheduled inspections, the housing department representative shall enter the unit with or without the tenant on the 3rd attempt.

23.3 Move-In Inspection

23.3.1 The purpose of the move-in inspection is to confirm the condition of the unit before the tenant takes occupancy in order to confirm the physical condition of the unit at move-in and to be able to assess

changes in the condition of the unit when the tenant vacates the unit.

23.3.2 A move-in inspection shall be completed on the day the tenant is entitled to occupy the unit or on another mutually agreed upon day, before the tenant takes occupancy. The housing department shall offer the tenant 2 opportunities for the inspection.

23.3.3 The move-in inspection shall be completed jointly by the tenant and a representative of the housing department.

23.3.4 The housing department shall complete a unit condition report that confirms the condition of the property including any deficiencies. The report shall be reviewed and signed off by both the housing department and the tenant, with both receiving a copy.

23.4 Move-Out Inspection

23.4.1 The purpose of the inspection (Appendix K) is to evaluate the condition of the unit and to determine the following:

- a) Any repairs required to return the unit to a marketable condition;
- b) Any repairs required as a result of willful damage or neglect on the part of the tenant and/or their guests.

23.4.2 A move-out inspection shall be completed by the housing department and tenant on the day the tenant vacates the unit, or on another mutually agreed day.

23.4.3 The housing department shall offer the tenant 2 opportunities for the inspection. Every effort shall be made to accommodate the tenant's preferred inspection date however the housing department may complete the inspection and sign the unit condition report without the tenant if the housing department has provided notice as required and the tenant does not participate on either occasion, or the tenant has abandoned the unit.

23.4.4 The housing department shall remind the vacating tenant of the need to be present during the inspection to ensure they are able to represent their interest in case of dispute over alleged willful damage or neglect of the unit. The tenant shall be advised that failure to participate in the inspection may result in the tenant forfeiting any rights to dispute deductions from the security deposit for repairs required as a result of willful damage or neglect.

- 23.4.5 The housing department shall complete a unit condition report. Both the housing department and tenant shall sign the unit condition inspection report and the tenant shall be given a copy of the report.
- 23.4.6 Where the tenant does not participate in the inspection as noted above, the unit shall be inspected and signed off jointly by the two representatives of the housing department or other band staff.
- 23.4.7 The housing department shall provide written confirmation to the tenant of any repairs required to the unit resulting from willful damage or neglect by the tenant or their guests. Cost recovery shall be pursued by the housing department through a deduction from the security deposit. Where repair costs exceed the amount of the security deposit, the housing department shall seek restitution from the former tenant and may file a report of damages to the local police department. The housing department shall invoice the tenant the remaining cost of the repairs plus an administrative fee equal to the lesser of 10% of the total repair costs (material and labour) or \$100.00.
- 23.4.8 Where the former tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for housing assistance until the costs have been repaid in full.

23.5 Vacant Unit Inspection

- 23.5.1 All vacant units shall be inspected prior to being occupied by a new tenant. A written inspection report shall be completed confirming any deficiencies and attached to the tenant file for that unit. The inspection department shall identify repairs resulting from willful damage or neglect on the part of the tenant or their guests.
- 23.5.2 Any unit left vacant for an extended period of time shall be monitored at least twice monthly.

24.0 Access to the Unit

- 24.1 The lease agreement provides for a representative of the Band to enter the unit at all reasonable times to examine the condition of the unit.
- 24.2 The housing department shall not enter a unit unless:
 - a) An emergency exists;

- b) The tenant consents at the time of entry;
- c) The tenant gives consent, not more than one month before the time of entry, to enter for a specific purpose (refer to Appendix L);
- d) The housing department has given written notice of entry for a reasonable purpose not less than 24 hours before the time of entry;
- e) The housing department has reasonable grounds to believe that a tenant has abandoned the unit.
- f) The housing department has reasonable grounds to believe that illegal activity is occurring/has occurred.
- g) Except in cases of emergency, the housing department shall enter the unit only between the hours of 8:00 a.m. and 5:00 p.m.

24.3 In cases of emergency, the housing department representative entering a unit is to be accompanied wherever possible by a witness (i.e. member of the Housing Committee or band administration, emergency responder). Tenants are to be notified in writing of such an emergency entry and the reason(s) for such entry.

25.0 Tenant Damage

- 25.1 The housing department may, at all reasonable times, and with 24 hours written notice to the tenant, enter the unit to examine its condition.
- 25.2 The tenant is responsible to pay repair costs for damage to the unit that result from willful damage or neglect by the tenant, other occupants of the unit, and their guests, and for damage caused by their pet(s).
- 25.3 Where repairs are required to the unit as a result of damage or neglect as noted above, the following procedures shall apply:
 - a) The housing department shall obtain an estimate of costs to repair the damage.
 - b) Within 5 days of receipt of the inspection report, the housing department shall issue a written notice to correct tenant damage (refer to Appendix M) to the tenant to confirm the required repairs and offer options to correct the damage.
 - c) The housing department shall request an interview with the tenant to confirm the preferred arrangement to correct the damage. The tenant and the housing department shall jointly complete an agreement to correct tenant damage (refer to Appendix N) which confirms the process that shall be taken to correct the tenant damage.
 - d) Where the tenant confirms their request to have the housing department complete the repairs, the tenant shall be required to repay

the cost of the repairs (labour and materials) plus an administrative fee equal to the lesser of 10% of the total repair costs or \$100.00.

- e) The housing department shall arrange for an inspection to ensure the repair work meets minimum standards.
- 25.4 All instances of tenant damage shall be recorded in the tenant's file and remain on file indefinitely.
- 25.5 Where the tenant fails to honour the terms of the agreement to correct tenant damage, this constitutes a breach of the lease agreement/housing policy and the Band shall take corrective action as outlined in the lease.
- 25.6 Costs to repair tenant damage that are confirmed during the move-out inspection or where the tenant has vacated/abandoned the unit shall be deducted from the security deposit. Where repair costs exceed the security deposit, the housing department shall seek restitution from the former tenant and may file a report of damages to the local police department. The housing department shall invoice the tenant the remaining cost of the repairs plus an administrative fee equal to the lesser of 10% of the total repairs costs (material and labour) or \$100. Where costs are not repaid by the tenant as required, the debt may be reported to the credit bureau.
- 25.7 Where the tenant is charged for the cost of repairs that are confirmed to be a result of willful damage or neglect, the former tenant shall not qualify for OKIB housing assistance until these costs have been repaid in full.

26.0 Use of the Unit and Property

- 26.1 The unit and property are intended to be used only for the purpose of a family residential dwelling by the tenant and occupants listed on the lease agreement.
- 26.2 A tenant wishing to operate a home-based business from the unit may not do so unless they have received prior written approval from the housing department. The tenant shall submit a written request to the housing department which details the activities of the business and potential impact on the unit (e.g. increase in use of services) and property (e.g. signage, work areas, equipment storage) and surrounding area (e.g. increased traffic, parking, noise and disturbance to neighbouring properties).
- 26.3 Where a tenant submits a request to operate a home-based business, the housing department shall obtain confirmation from its insurance provider

as to any increase in premium that may be charged to insure the unit against liability or other damages or loss as a result of the home-based business. Where the insurance provider confirms an increase in the premium the housing department shall confirm to the tenant the annual amount of the additional insurance premium and the tenant shall be required to pay this amount in full to the Band annually, for every year that the home-based business is in operation. Failure by the tenant to pay to the Band the additional insurance premium shall result in the withdrawal of approval to use the unit as a home-based business.

- 26.4 Operations, Lands & Housing may refuse to approve the use of the unit for use as a home-based business, or after having provided approval, may withdraw such approval at its discretion.

27.0 Vacated Units

27.1 Vacating the Unit on a Permanent Basis

Where a tenant intends to permanently vacate the unit, they shall provide written notice to the housing department at least 30 days before they intend to vacate the unit. The notice shall be delivered by hand or by registered mail to the housing department, at least 5 days in advance of the 30 days' notice period.

27.2 Vacating the Unit on a Temporary Basis

Where the tenant shall be away temporarily from the unit (an absence greater than 7 consecutive days but less than 30 days) they are required to inform the housing department of the absence. This shall permit the housing department to monitor the unit.

27.3 Vacating the Unit on an Indefinite Basis

If the tenant shall leave the community for an indefinite period of time (greater than 30 days but less than 2 years) due to employment, education, or medical treatment, they shall advise the housing department by phone or in writing.

27.3.1 During their absence the tenant shall:

- a) Remain responsible to pay all housing costs including rent, utilities, other housing services and, maintenance and repairs; and
- b) Arrange for a weekly on-site visit and regular care of the unit by a family member to ensure the unit remains protected against the

elements and vandalism and the unit and property are maintained in good order. Where the tenant does not arrange for proper care and the housing department is required to carry out monitoring inspections and/or unit or property care and maintenance, the tenant shall be charged for the cost of the housing department carrying out these services.

27.3.2 Where the tenant is not able/willing to remain responsible for all housing costs and care as noted above, but wishes to return to the unit at the end of their absence:

- a) They may, with the written approval of the housing department, sublet the unit (refer to section 31 of this housing policy); or
- b) The housing department may arrange to sublet the unit.

27.4 Securing the Vacant Unit

Failure by a tenant to inform the housing department of an absence shall result in that tenant being charged for any cost required to secure the unit or to repair damages that occur during their absence. The housing department shall invoice the tenant for the cost of the repairs (labour and materials) plus an administrative fee of the lesser of 10% of the total repair costs or \$100.00.

28.0 Abandoned Units

28.1 Where any unit is vacated for more than 30 days without notice to the housing department, the Band may take action necessary to secure the unit (i.e. board up the doors and windows to reduce the risk of damage by vandalism). Where this is done the housing department shall invoice the tenant for the cost of the repairs (labour and materials) plus an administrative fee equal to the lesser of 10% of the total repair costs or \$100.00.

28.2 Any rental unit left abandoned for a period longer than 60 days without written notice from the tenant to the housing department shall be considered abandoned by the tenant. The housing department shall take steps to safeguard the rights of the tenant and shall confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:

- a) Visiting the rental unit on at least three separate occasions to contact the tenant and being unable to do so;
- b) Issuing at least two written notices to the tenant by mail requiring

confirmation of receipt by the tenant, to the most recent mailing address provided to the housing department by the tenant. The housing department shall maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable;

- c) Making at least two attempts to contact by phone the tenant, a family member of the tenant, or the alternate contact provided by the tenant on their application, to confirm the tenant's intent to return to the rental unit;
- d) Confirming that the tenant has stopped making the monthly rental payment;
- e) Visiting the rental unit and from an external inspection, confirming whether the tenant's possessions remain in the unit; and
- f) Contacting neighbouring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the tenant has not occupied the rental unit in the past 60 day period.

28.3 Where the tenant continues to make the monthly rent payments as agreed or the housing department is able to contact the tenant and the tenant confirms that they intend to return to the rental unit, the housing department shall confirm to the tenant that:

- a) It is the tenants' responsibility to arrange and pay for the care of the rental unit during their absence (regular maintenance and repairs, uninterrupted supply of heat and power, etc.);
- b) Where care is not arranged/carried out and the housing department must take action to secure the unit, the housing department may charge the cost of such actions to the tenant;
- c) Any repairs that are a result of the rental unit being left unoccupied during the tenants' absence will be the responsibility of the tenant. The housing department is not responsible to carry out or pay for such repairs.

28.4 Where the housing department confirms that the rental unit has been left in an insecure state, per 30.2 above, the housing department has the right to enter the unit and secure the unit including changing of the locks.

28.5 Where the housing department enters the rental unit, a written notice shall be left on the door of the unit informing the tenant that the lock has been changed and that if the tenant requires access they must contact the Operations, Lands & Housing department at the address supplied to obtain a replacement key. The notice shall confirm that the housing department is making application for a court possession order for the unit.

- 28.6 The housing department shall apply for a court possession order for the unit.
- 28.7 On receipt of the court possession order, the lease agreement will be terminated and the rental unit shall be reclaimed by the housing department.
- 28.8 Where the tenant has left personal property in the rental unit the following shall apply:
 - 28.8.1 The housing department shall remove the tenant's personal property from the rental unit and place the property in storage for 60 days and shall keep a written inventory of the personal property.
 - 28.8.2 Where the tenant does not contact the housing department to reclaim their personal property within the 60 day period, the housing department may dispose of the property in such a manner as may be determined by the Band. The housing department shall maintain the written inventory and details of the disposal of the property for 2 years following the date of disposal.
 - 28.8.3 Notwithstanding item 30.8.2 above, the housing department may dispose of the personal property if the housing department believes that:
 - a) The property has a total value of less than \$500;
 - b) The cost of removing, storing and selling the property would be more than the proceeds of its sale; or
 - c) The storage of the property would be unsanitary or unsafe.
- 28.9 Where the housing department incurs expenses as a result of the abandonment, including but not limited to repairs and the cost of the removal of the personal property, the housing department will note these costs on the tenant file and cost recovery may be pursued by the housing department.

29.0 Subletting

- 29.1 Tenants wishing to lease or sublet the social housing unit may not do so unless they have first received written consent from the Housing Officer. Failure to get approval first may result in an eviction.
- 29.2 The tenant shall submit a written request, signed and dated, to the housing department confirming their request to sublet the social housing unit and include the following information:
 - a) The unit location/identifier;

- b) The period of the sublet (confirm the beginning date, month and year and ending date, month and year if known);
 - c) The names of all of the persons subletting the unit, including age and gender;
 - d) Ensure that persons subletting the unit meet Occupancy Guidelines;
 - e) Contact information of the persons subletting the unit (home phone, work phone and cell phone if applicable).
- 29.3 The tenant subletting must not have arrears on the unit.
- 29.4 Where a social housing tenant has received approval from the housing department to sublet the unit, they may do so under the following conditions:
- 29.4.1 The subletting person shall enter into a sublet agreement (refer to Appendix R) with the Band and the agreement shall confirm the timeframe of the sublet.
 - 29.4.2 The housing department shall confirm the monthly rent to the subletting person and that person shall agree, in writing, to pay the monthly rent directly to the Band, as follows:
 - a) If the subletting person is a member of the Okanagan Indian Band, the subsidized monthly rental rate shall apply;
 - b) If the subletting person is a non-Band member, the Band reserves the right to charge up to the full market rent for the unit, based on area, and determined by the Operations, Lands, & Housing Department.
 - 29.4.3 The subletting person is responsible for all other housing charges related to the unit.
 - 29.4.4 The subletting person(s) is responsible to abide by the terms of the lease agreement and this housing policy.
- 29.5 If the housing department confirms that a sublet is not approved the unit shall be surrendered to the housing department. If, after a move-out inspection, the unit is determined to be in good condition, the tenant may be released from the lease agreement and thereby be eligible to apply for housing assistance if and when they return to the community.
- 29.6 Where a tenant sublets the social housing unit without prior written approval from the housing department, this is a breach of the lease agreement and the housing policy and the housing department shall terminate the lease agreement and the tenant(s) shall be evicted from the unit.

30.0 Reacquired Social Housing Unit

30.1 Reacquired Unit

Where the Band reacquires a social housing unit as a result of default or where the tenant no longer wishes to exercise their option to own the unit at the end of the lease period, the Okanagan Indian Band reserves the right to:

- a) Carry out repairs required to bring the unit to minimum standards and operate the unit as a rental unit; or
- b) Carry out repairs required to bring the unit to minimum standards and offer the unit to another eligible social housing applicant; or
- c) Sell the unit out of the Band's housing portfolio at the greater of the current appraised value, as confirmed by a qualified real estate appraiser, or the remaining loan balance.

30.2 New Social Housing Lease Agreement

Where the Okanagan Indian Band identifies an applicant who meets the social housing eligibility requirements as noted in this policy and agrees to enter into a social housing lease agreement for the reacquired unit, the applicant(s) shall be required to execute a new lease agreement, as follows:

30.2.1 Lease Term

The lease term for the new social housing lease agreement shall be the greater of the remaining amortization period for the unit, or 25 years.

30.2.2 Independent Legal Advice

The housing department shall encourage the new social housing applicant to obtain independent legal advice on the terms of the social housing agreement prior to signing.

31.0 Exercising the Option to Purchase

31.1 Conditions for Exercising the Option to Purchase

The Band shall grant the tenant an option to purchase the unit and land under the following conditions:

- a) The tenant has met all of the terms and conditions of the lease agreement;
- b) The tenant has been the legal tenant for at least ten (10) consecutive years;
- c) The financing has been paid in full and/or the term of the lease

agreement has expired;

- d) The option to purchase is exercised within 12 months of the date that the financing has been paid in full and/or the term of the lease has expired; and
- e) All rent and other housing charges have been paid in full.

31.2 Exercising the Option to Purchase – Band Responsibilities

31.2.1 Subject to all the terms and conditions of the lease agreement having been met and within 6 months of the financing being fully paid and/or the term of the lease expiring, the housing department shall provide a written notice to the tenant of the option to purchase the unit.

31.2.2 The notice shall include a request for the tenant to meet with the housing department to review the terms and conditions that shall be met in order to exercise the option to purchase, and to discuss the financial and physical responsibilities of the tenant once the option is exercised (i.e. insurance, maintenance and repairs).

31.2.3 The housing department shall provide the tenant with:

- a) An approximation of the annual operating costs associated with the unit from the previous two year period; and
- b) Shall provide an estimate of value of the home for the purpose of the tenant obtaining insurance coverage which shall be provided as a condition of exercising the option to purchase.

31.2.4 The housing department shall confirm the cost to the tenant of exercising the option to purchase which include:

- a) Payment to the Band of one (1) dollar to purchase the unit and land; and
- b) Payment to the Band of an administration fee in the sum of one hundred (100) dollars.

31.2.5 The housing department shall encourage the tenant to obtain independent legal advice on exercising the option to purchase.

31.3 Notice Required to be Provided by the Tenant

The tenant may exercise the option to purchase only by delivering to the Band a written notice of intent to exercise the option to purchase in a form acceptable to the Band which shall include the following (refer to Appendix S for a sample of such notice):

- a) A statement which confirms the tenant's intent to exercise the option to purchase;
- b) Clear identification of the unit and land and the lease;
- c) A request for the Band to issue a Certificate of Possession for the unit



- and land;
- d) The request shall be signed by the tenant and dated;
- e) The request shall be accompanied by payment to the Band of one (1) dollar to purchase the unit and land;
- f) The request shall be accompanied by payment to the Band of an administration fee in the sum of one hundred (100) dollars; and

32.0 Certificate of Possession – Lands Department

32.1 Issuing the Certificate of Possession

After the Band receives the tenant's written request to exercise the option to purchase the Band shall issue a Certificate of Possession to the tenant for the unit and the land provided that the tenant:

- a) Is entitled to exercise the option to purchase;
- b) Has complied with all of his or her obligations under the lease;
- c) Has paid all rent and other housing charges in full;
- d) Has met all of the terms and conditions required to exercise the option to purchase; and
- e) Has executed an Agreement of Sale (refer to Appendix T) in exchange for the monies noted therein.

32.2 Band Council Resolution

The Certificate of Possession shall be confirmed through a Band Council Resolution no later than 90 days after receipt of the request and confirmation that all conditions have been met.

32.3 Responsibilities of the Band and the Tenant/Homeowner

After the Certificate of Possession for the unit and the land has been issued:

- a) The lease shall terminate;
- b) The Band shall release the security deposit, plus interest, less any costs incurred by the Band related to loss of rental income, repairs or tenant damage, within 30 days of termination of the lease agreement;
- c) The Band shall have no further interest in the unit and land;
- d) The Band shall have no further obligation to insure the unit and the land; and
- e) The homeowner shall be responsible for all costs associated with the unit and the land including but not limited to maintenance, repairs and insurance.

33.0 Sale of the Unit by the Homeowner

The homeowner has the right to sell the unit, after the social housing loan has been paid in full and the Certificate of Possession has been transferred to the homeowner, subject to the following conditions:

- a) The purchaser shall be a member of Okanagan Indian Band; and
- b) On sale of the unit, the homeowner is responsible to pay all related sale and closing costs, at the date of closing of the sale.

34.0 Marital Breakdown and Death of a Tenant

Where a couple, who are noted as the primary and secondary tenants on the lease agreement, reside in a Band-owned rental unit separate or divorce, or where one of the tenants dies, the following applies:

34.1 Two Band Member Tenants

Where both tenants are members of the Okanagan Indian Band, either tenant may remain in the unit. The remaining tenant shall advise the housing department of the change in occupants. The housing department shall amend the lease and the tenant file to confirm the change in occupants.

34.2 One Band Member and One Non-Band Member Tenant

Where one tenant is a Band member and the second tenant is not a Band member, the following shall apply:

34.2.1 The Band member shall be provided with the first right to remain in the unit. The terms of the original lease shall remain in place and the lease shall be updated to correct the names of the occupants.

34.2.2 Where the remaining tenant is a non-Band member with no children/dependants in their custody, the non-Band member may remain in the unit for a maximum of six (6) months from the date of the separation/divorce/death of the Band-member tenant. The housing department shall issue a notice to terminate the lease agreement 90 days prior to the end of the six month period.

34.2.3 If the non-Band member remaining in the unit is a custodial parent/guardian of children who are members of the Okanagan Indian Band, the non-Band member may remain in the unit subject to the following:

34.2.4 The original lease shall be terminated and a new lease shall be assigned with the new primary occupant;

- 34.2.5 There is no record of unresolved lease/housing policy violations and there are no arrears on the rental account (or if there are arrears, a repayment agreement is in place and has been honoured for a consecutive six month period);
- 34.2.6 When no Band-member children remain in the unit the non-Band member may remain in the unit for a maximum of six (6) months from the date that there are no Band-member children in the residence. The housing department shall issue a notice to terminate the lease agreement 90 days prior to the end of the six month period.
- 34.2.7 If, at the end of the lease period and if there are no arrears on the account, the option to purchase may be exercised on behalf of the Band member children.

APPLICATION FOR SOCIAL HOUSING

Introduction

The information requested in this application is based on the housing policy approved by Okanagan Indian Band. The purpose of the application is to collect information which shall confirm whether the applicant(s) is eligible to receive a Social Housing Rental Unit. All information provided shall be kept confidential and used for the purposes described herein.

Instructions

1. The application shall be completed in ink and printed clearly.
2. Applicants must be 19 years of age or older.
3. Applications shall be filled out completely. Incomplete applications shall be returned to the applicant, or the applicant shall be asked to provide additional information within two weeks' time.
4. All the information provided on the application shall be true. A false statement may result in the denial of a unit upon application or an eviction from a unit in the event that an application is successful, and the false statement was relied upon when the unit was awarded.
5. Preference will be given to applicants who submit references from previous landlords or homeowners.
6. Drop off application at PWH located at 11505 Westside Road, Vernon, BC, or email housingofficer2@okanagan.org

1. Applicant Information

Please list the names of all of the individuals who will be living in the home.

Name (First and Last Name)	Date of Birth	Male or Female	Relationship to Primary/Secondary Tenant	OKIB Band #
Primary Tenant:				
Secondary Tenant:				
1.				
2.				
3.				
4.				



2. Do you or anyone in your applicants list require in-home care?

(circle one) Yes No

3. Is the required care temporary or permanent? _____

4. Who is the caregiver? _____

5. Who requires the care? _____

6. Frequency of in-home care, please circle one:

Daily

Every other day

Weekly

(a medical report or referral letter from your doctor will be required)

7. Do you require a wheelchair accessible unit? Yes / No

8. Do you have any pets? If yes, please specify:

Please describe each pet individually:

Type of animal:	Quantity:	Spayed or Neutered:	Weight:

9. Phone Numbers, Current Address, Preferred Method of Contact

	Primary phone #	Current Address	Email Address	Preferred Method of Contact
Primary Tenant				
Secondary Tenant				

10. References on your current and/or previous accommodations

Please be advised that we will be calling the references listed.				
Reference:	From Date:	To Date:	Name of Contact:	Contact #:
Reference:	From Date:	To Date:	Name of Contact:	Contact #:



11. Please check ONE of the options below to best describe your current accommodations:

- ☐ Homeless, overcrowding, or couch-surfing
- ☐ Residence unfit for use (no running water, no power, no heat, condemnable condition, etc)
- ☐ Has a bad rental – too small
- ☐ Unaffordable – please disclose the monthly rent \$ _____
- ☐ Has private rental – too small
- ☐ Owns own home

Please describe:

12. Do you or someone listed on this application hold title to land or housing? Yes / No

If yes, please describe why you are not able to reside at the property:

13. Employment History/Source of Income

Primary Tenant

Please circle all sources of income:

Employment Pension Disability Benefits Social Assistance Self-Employed Rental Income
WCB Benefits Employment Insurance (EI)

Proof of income will be required if your application is successful.

Location of Employer:

Telephone Number:

Occupation:

Length of Employment or Income Provider:

_____ years _____ months _____ weeks

**Secondary Tenant**

Name of present employer. If not currently employed, confirm source of income:	
Location of Employer:	
Telephone Number:	Occupation:
Length of Employment or Income Provider:	
_____ years _____ months _____ weeks	

14. Total Monthly Net Household Income

As part of the application process, you must provide information on the total net monthly income (after deductions) of everyone who is 19+ and will be living in the social housing unit. **Please complete the chart below for every member of the household in the same order as the names listed on page 2 of the application form.**

	Source of Income	Primary Tenant	Secondary Tenant	(1)	(2)
1	Net monthly wages				
2	Child tax benefit				
3	Employment insurance benefits				
4	Social assistance, workers compensation, other benefits				
5	Old age pension, Canada Pension, disability pension, veterans' allowance				
6	Alimony or child support payments				
7	Self employed or seasonally employed earnings (use net income)				
8	Other income (i.e. lease monies, room and board from boarders, investment income – please specify).				
Total Income from all sources					



ADD totals from each column: TOTAL MONTHLY HOUSEHOLD INCOME: _____

15. Monthly Household expenses

Average Monthly Expense:	Applicant:	Co-applicant:	Occupant Name:	Occupant Name:
Groceries				
Clothing				
Childcare				
Child/spousal support				
Home/vehicle insurance				
Vehicle loan payment				
Personal loan payment				
Credit card payment				
Debt to the Band				
Internet				
Phone(s)				
Other				
Total				

16. Income: _____
Expenses: - _____
Anticipated hydro fees: +/- \$100 _____
Total: = _____

This will determine how much of your household income is available for rent and utilities.

Your anticipated rent will be determined by the number of bedrooms and the age of the available unit.

17. Do you have any debts to the Band?
If yes, please disclose the total amount owing _____
Is there a repayment plan in place? Yes / No



Declaration/Financial Disclosure

All information provided shall be kept confidential and used for the purposes described herein.

- a) I/we understand that social housing is made available for Okanagan Indian Band members. If at any time during my/our tenancy, should I forfeit Okanagan Indian Band membership, I/we understand that I/we may be given a 6 month notice to vacate the unit.
- b) I/we understand that the social housing unit is exempt from provincial legislation regulating leasing and eviction procedures.
- c) I/we understand that it is my/our responsibility to read through the Social Housing Policy by either picking up a hard copy from the PWH Office or reading it on the OKIB Official Website. I/we undertake to abide by the Social Housing Policy or as they might from time to time be amended by Public Works & Housing.
- d) The undersigned consents to the Housing Officers obtaining information from other OKIB Departments or Government Agencies to verify the information provided.
- e) The undersigned consents to the disclosure of any information concerning the undersigned to any credit reporting agency or person with whom the undersigned has or proposes to have financial relations with.
- f) Misinterpretation of income, whether deliberate or as a result of an oversight may result in loss eligibility or a unit.
- g) The undersigned warrants that all information presented above is correct. Submission of an incorrect application may result in the application from being excluded for consideration.

Primary Tenant (please print and then sign)		
Print name:	Sign:	Date signed:
_____	_____	
Secondary Tenant (please print and then sign)		
Print name	Sign	Date signed:
_____	_____	

Upon being notified of a successful application, an applicant has 7 days to provide income proof (paystubs, WCB confirmation, pension or disability benefits statement, social assistance, employment insurance, proof of rental income, or bank statements), and medical referral from your doctor if there is special needs or in-home care requirements.

Please initial for your acknowledgment: _____



Okanagan Indian Band Social Housing Program Rating System Form

Applicant(s): _____

Date: _____

**Choose one criteria per category that best describes the current circumstances*

Selection Criteria		Points	Comments:
Current Residence	Homeless, overcrowding, couch-surfing	25	
	Residence unfit for use	20	
	Has a band rental – too small	15	
	Unaffordable rental	10	
	Has private rental – too small	5	
	Owens own home	0	
Pets	None	10	
	1 pet	5	
	2 pet or more	0	
Children and/or dependants	5 points per child/dependent	5	Children must be under 19 yrs. of age
		0	
Wheelchair Accessibility Needs	Yes	5	
	No	0	
In home care – For elder or dependent	Daily	15	
	Every other day	10	
	Weekly	5	
	Not Required	0	
Rent Affordability - Income available: Refer to question 12 \$ _____	\$2,500+	25	
	\$2,000+	20	
	\$1,500+	15	
	\$1,000+	10	
	\$500+	5	
	\$499-	0	
Source and duration of income: Refer to question 9	Yes – long term (2 yrs or more)	15	Long term: Includes pension, disability, Social Assistance
	Yes – short term (1 yr up to 2 yrs)	10	
	Seasonal or Under 1 yr	5	
	None	0	
References	1 Acceptable ref. from current landlord	15	
	1 Acceptable ref. from previous landlord	10	
	1 Acceptable ref. from a family member	5	
	No reference	0	
	Unacceptable reference	-5	
Total Applicant Points:			

Eligible Bedroom/Unit size(s): 1 2 3 4 5

Rater Name: _____

APPENDIX D – Social Housing Lease & Rental Agreement

**SOCIAL HOUSING LEASE
& RENTAL AGREEMENT**

BETWEEN:

The **COUNCIL OF THE OKANAGAN INDIAN BAND** on behalf
of the Okanagan Indian Band,

AND:

_____ (tenant)

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THIS INDENTURE OF SOCIAL HOUSING LEASE & RENTAL AGREEMENT
(herein called the "Lease/Agreement") effective as of

the ____ day of _____ 201_.

BETWEEN:

The COUNCIL OF THE OKANAGAN INDIAN BAND on behalf of the
Okanagan Indian Band, having Administration Offices at 12420 Westside
Road, Vernon, British Columbia

(herein called the "Band")

OF THE FIRST PART

AND:

_____, a registered member of the Okanagan Indian Band,
Of Okanagan Indian Reserve, near Vernon, British Columbia

(herein called the "Renter")

OF THE SECOND PART



WHEREAS:

- A. The Premises were constructed on lands that are not held by any person under a Certificate of Possession pursuant to Section 20 of the Indian Act, R.S., c. 149, s. 1;
- B. The Band has requisite authority to administer its own housing program;

NOW THEREFORE this Rental Agreement witnesses that in consideration of the promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. PERMITTED OCCUPANTS

- (1) The Renters may share the use and occupation of the Lands and Premises with:
 - (a) those persons listed in Schedule "A" attached hereto and forming a part hereof,
 - (b) any child of a Lessee born during the Term, and
 - (c) such other persons as the Band from time to time consents to (any which such consent to the Band in its discretion may determine to grant or withhold) who have not since such consent was granted stopped residing at the Lands and Premises.
- (2) The Renters will at such time or times and in such form as the Band may request such information within 14 days of such request provide to the Band:
 - (a) all details of the total monthly, and the total annual, gross income of the Renters and of every person sharing the use and occupation of the Lands and Premises with the Renters pursuant to paragraphs (1) (b) and (c), and
 - (b) such evidence of all such details as the Band requests.



2. DEMISE

The Band hereby demises to the Renter:

Unit ____, Physical Address_____, Lot ____, Block ____, Okanagan Indian Reserve No. __, as shown on Plan Number _____, C.L.S.R.,

3. RENT

- (1) Subject to Section 5, the Renters will pay to the Band rent in respect of:
 - (a) a damage deposit of **HALF of Monthly Rent** (\$____), which will be held by the Band and returned to the Renter in the event that the Renter has not caused any damage. Any amount not used for repair will be returned with interest to the Renter at the cancellation of this lease.
 - (b) a pet deposit (if applicable) of **HALF of Monthly Rent** (\$____), which will be held by the Band and returned to the Renter in the event that the Renter has not caused any damage. Any amount not used for repair will be returned with interest to the Renter at the cancellation of this lease.
 - (c) the Premises in the amount of _____ (\$____) per month, **payable IN FULL monthly in advance on the first day of each and every month commencing the Effective Date. LATE PAYMENTS OR NON-PAYMENT OF RENT WILL RESULT IN THE COLLECTIONS PROCESS OUTLINED IN THE COLLECTION POLICY (APPENDIX A).**
- (2) The Renters will pay the rent without any abatement or set-off whatsoever in cash or by cheque made payable to the Okanagan Indian Band at the office of the Band or at such other place as the Band may hereafter from time to time direct.

4. CHANGES IN RENT

Rent levels are subject to change at the discretion of Operations, Lands & Housing.
(Housing Policy-Section 16.2.1)



The Housing Department shall give the tenant written notice of rental increases at least ninety (90) days prior to the effective date of the rental increase. (Housing Policy-Section 16.2.2).

5. NO EQUITY ACQUIRED

For greater certainty the Renters acknowledge and agree that, notwithstanding anything to the contrary elsewhere contained in this Rental Agreement, they will not during the Term obtain any equity or other interest (other than that of a Renter) in the Lands and Premises.

6. USE

The Renters will use and occupy the Lands and Premises for residential purposes only and, without restricting the generality of the foregoing, will not carry on any business thereat without the prior consent of the Band, which such consent the Band in its discretion may determine to grant or withhold.

7. PETS

To establish guidelines and rules regarding the keeping of pets in Social Housing & Rental Units, and in order to provide for a safe and sanitary environment for all tenants, OKIB employees, and the general public, and to preserve the physical condition of those OKIB Social Housing & Rental Units follow the Pets in OKIB Social Housing & Rental Units Policy. (Appendix B).

8. SUB-LETTING

Rental units may not be sublet.

Tenants wishing to lease or sublet the Social Housing unit may not do so unless they have first received written consent from the Housing Officer. Failure to get approval first may result in an eviction.

For the policy and procedure regarding Sub-letting, please refer to Section 29.0 Subletting in the Housing Policy.

9. UPKEEP



- (1) The Housing Department will inspect each unit every year to ensure the Renters will keep the Lands and Premises at all times:
 - (a) in a state of good repair and condition of at least that equivalent to the state of repair and condition of the Lands and Premises at the commencement of the Term and leave the Lands and Premises in such a state of good repair and condition on termination of this Lease/Agreement and,
 - (b) in a neat and tidy condition and maintain ordinary health, cleanliness and sanitary standards throughout the Lands and Premises and,
 - (c) unlicensed and/or inoperable vehicles are not permitted throughout the Lands and Premises and,
 - (d) inoperable major appliances are not permitted throughout the Lands and Premises and,
 - (e) notify, within 24 hours, the Housing Department, of any damage to the property and,
 - (f) notify, within 24 hours, the Housing Department, of any repairs or maintenance required (Appendix C: Maintenance Schedule).



10.NOISE

The Renters will not:

- (a) no noise after 11:00 p.m., and
- (b) no parties which include unsafe alcohol activity or illegal drug use on the Lands and Premises, and
- (c) no illegal activity on the Lands and Premises, and
- (d) cause disruption towards other tenants.

Failure to abide by these rules will result in immediate eviction.

11. ALTERATIONS

The Renters will not:

- (a) make any excavations, or construct any buildings, roads, fences or other structures of any nature whatsoever at the Lands and Premises, or
- (b) without limiting the generality of paragraph (a) add to, alter or change the position or style of, the Premises, or
- (c) make any alterations to the paint, flooring, electrical or plumbing without first getting written permission from the Housing Department.

12. UTILITIES

The Renters will pay all utility costs connected with the Lands and Premises including without limiting the generality of the foregoing all costs of providing telephone, internet, cable/sattalite television, water, gas, hydro and heat at the Lands and Premises.

13. INDEMNIFICATION OF BAND

The Renters will jointly and severally indemnify and save harmless the Band from and against any and all claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever by any person and whether in respect of damage to person or



property in any way arising out of or occasioned by the maintenance, use or occupation of the Lands and Premises by, under or through the Renters or any of them.

14. INSURANCE

- (1) The Band will insure the Premises (but not the tenant(s) personal contents thereof) during the Term against damage caused by fire, flooding or other events identified in the Bands Residential Insurance policy.
- (2) The Renters will not do, omit to do or permit to be done anything which might render void or voidable any policy of insurance on the Lands and Premises.

15. TERMINATION

19.0 Termination of the Lease/Eviction of the Housing Policy explains the policy on termination, with the following subheaders:

- 19.1 Termination by the Tenant
- 19.2 Termination by Operations, Lands & Housing
- 19.3 Eviction process
- 19.4 Termination for Major Repairs
- 19.5 Termination of the Lease Agreement-Certificate of Possession.

16. MARITAL BREAKDOWN & DEATH OF A TENANT

35.0 Marital Breakdown and Death of a Tenant of the Housing Policy explains the policy with the following subheader:

- 35.1 Two Band Member Tenants
- 35.2 One Band Member & One Non-Band Member Tenant

17. ASSIGNMENT

This Rental Agreement may not be assigned to another party.

18. TIME OF ESSENCE

Time is expressly declared to be of the essence of this Lease/ Agreement and each of this Lease/ Agreement and each of its terms.



19. UNENFORCEABILITY

If any provision of this Lease/Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provision of this Rental Agreement.

20. ENTIRE AGREEMENT

There are covenants, representations, warranties, agreements or conditions forming part of or in any way affecting or relating to this Lease/Agreement save as expressly set out herein, and this Lease/Agreement constitutes the entire Agreement between the Band and the Renters and may not be modified except as provided herein or except by subsequent agreement in writing of equal formality executed by the Band and the Renter(s).

21. NON-WAIVER

No condoning, excusing or overlooking by the Band of any default, breach or non-observance by the Renters of any covenants, provisos or conditions herein contained will operate as a waiver of the Band's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Band herein in respect of any such continuing or subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Band save only express waiver in writing.

22. FURTHER ACTS

The Band and the Renter will from time to time execute such further and other documents and instruments and do such further and other things as may be necessary to carry out the intent of this Lease/Agreement.

23. NOTICE

Whenever in this Lease/Agreement it is permitted or required that a notice, request or consent be given either party to the other, such notice, request or consent will be given in writing and will be deemed to have been validly given:

(1) if delivered by hand to:

(i) any of the Renters if notice is being given to the Renters, or



- (ii) the Housing Officer if notice is being given to the Band,
 - (a) if enclosed in an envelope and mailed by prepaid double registered mail to the party to whom notice is being given at the address for that party provided pursuant to sub-section (2) or (3), as the case may be.
- (2) Subject to sub-section (3), the address of each party for the purpose of this section is their address first above written.
- (3) Any party may change its address for the purpose of this section by giving notice of such change to the other party in the manner provided in sub-section (1).
- (4) Notices, requests and consents given pursuant to this section will be deemed to be given and received.
 - (a) if delivered by hand, on the date of delivery,
 - (b) if mailed by prepaid double registered mail:
 - (i) 96 hours from the time of mailing if mailed within British Columbia, or
 - (ii) at the time of actual receipt if mailed outside of British Columbia or if mailed subsequent to the time that is 96 hours prior to commencement of a strike of the mails.

24. LEGAL CAPACITY

The Band and the Renter(s) agree that for the purpose of this Lease/Agreement, each has the legal capacity to contract, sue and be sued and each is estopped from alleging in any legal action arising in relation to this Lease/Agreement that the other lacks such capacity.

25. COVENANTS JOINT AND SEVERAL

All promises, covenants and agreements of the Renter(s) herein made are made jointly and severally by the Renter(s).



26. ADMINISTRATION BY BAND

This Lease/Agreement may be administered and enclosed for and on behalf of the Band by any person appointed by the Band from time to time for that purpose.

27. CAPTIONS

The captions appearing within the body of this Lease/Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease/Agreement or of any provision hereof.

28. BINDING EFFECT

This Lease/Agreement will ensure to the benefit of and be binding upon the Band, the Renter(s) and the administrators, executors, permitted sub-Renters and permitted assigns of the Renter.



Dated at **Vernon, BC**, this _____ day of _____, 201

SIGNED AND DELIVERED)

In the presence of:)

_____)

Signature

_____)
Witness

_____)
Print Name

_____)
Housing Officer

SIGNED AND DELIVERED)

By the Renter in the presence of:)

_____)

Signature

_____)
Witness

_____)
Print Name

_____)
Contact Phone Number



SCHEDULE "A"

LIST OF PERSONS PERMITTED TO SHARE THE USE AND
OCCUPATION OF THE LANDS AND PREMISES WITH THE RENTERS
PURSUANT TO PARAGRAPH 1 (1) (a)

FULL NAME



Appendix B:

Pets in OKIB Social Housing & Rental Units Policy

Purpose of this Policy

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

General Statement of the Policy

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



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

1. A tenant may not keep a pet in an OKIB housing/rental unit unless the tenant:
 - (a) has the written approval of the Housing Department;
 - (b) has provided the Housing Department with a pet deposit in the amount of half a months rent.
 - (c) has provided the Housing Department with proof that the tenant has complied with all legal requirements regarding vaccinations and controls; and proof that the pet has been spayed or neutered.
2. A tenant who has approval to keep a pet in an OKIB Social Housing or Rental Unit:
 - (a) may not keep a pet that weighs more than 20 pounds;
 - (b) may keep no more than one pet;
 - (c) must ensure that at all times their pet wears a tag displaying the name, address, and phone number of the tenant.
 - (d) must not allow their pet outside their unit unless the pet is on a leash and under control;
 - (e) must keep their unit and surrounding area free of pet odours, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times;
 - (f) must collect and properly dispose of their pet's waste;
 - (g) must ensure that the rights of other tenants to peace and quiet, enjoyment, health, and/or safety are not infringed upon or diminished by the tenant keeping a pet;
 - (h) must not allow their pet to enter any playground area;
 - (j) must not alter or modify their unit or any area surrounding their unit in order to accommodate their pet.

In the event that anyone is harmed by the pet, the pet will need to be put down by means of Dog Control immediately.

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

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



Appendix C: Maintenance Schedule

Note:

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

Tenants Responsibility:

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

Housing Department Responsibility:

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

Housing Department, Operations, Lands & Housing Office, 250-542-3444



APPENDIX E: PAYROLL/EDUCATION AUTHORIZATION FORM

PAYROLL AUTHORIZATION FORM

Date: _____

I, _____, hereby authorize the Okanagan

Indian Band Finance Department to deduct \$ _____.

Every ☐ Week

☐ Bi-Weekly

Purpose of Deduction:

Start Date: _____

End Date: _____

Bank No: _____

Transit No: _____

Account No: _____

Employee Signature

Authorized Signature



APPENDIX F - PRE-AUTHORIZED DEBIT (PAD)

Page 1 of 1

Payors PAD Agreement - Mandatory and Supplementary Elements Okanagan Indian Band

I/we authorize Okanagan Indian Band, and the financial institution designated to begin deductions as per my/our instructions for monthly/bi-weekly recurring payments, for payment of monthly rent charges and/or arrears pertaining to my housing account for LOT #_____ or UNIT #_____. Regular monthly/bi-weekly payments shall be debited to my/our specified account.

Monthly _____ of each month beginning _____ of _____, 201____
Bi-weekly Beginning the _____ day of _____, 201____

This authority shall remain in effect until the Okanagan Indian Band has received written notification from me/us of its change or termination and other payment arrangements have been made and authorized by the Okanagan Indian Band. This notification must be received 10 business days before the next debit is scheduled at the address provided below. I/we may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution.

The Okanagan Indian Band may not assign this authorization, whether directly or indirectly, by operation of law, change or control or otherwise, without providing at least 10 days prior notice to me/us.

I/we have the right to receive reimbursement for any PAD that is not authorized or consistent with this PAD agreement.

PLEASE PRINT

Name(s): _____

Address: _____

Phone # Home _____ Work _____ Cell _____

Financial Institution: _____

FI Account # _____

FI Transit # _____

Client Signature

Date

Okanagan Indian Band Housing Officer

Client Signature

Date



APPENDIX G - REPAYMENT/ARREARS RECOVERY AGREEMENT PAGE 1 OF 1

Collection Repayment Agreement

This Agreement made this ____ day of _____, at the City of Vernon, in British Columbia

Between: **The Okanagan Indian Band**
 Hereinafter referred to as The Band
 As Creditor

AND

As Debtor

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

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

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

Terms and Conditions of Repayment

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

Signed in Vernon, B.C., this ____ of _____.

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

For the Okanagan Indian Band: _____
 Band Representative



APPENDIX H - NOTICE OF TERMINATION/NOTICE TO VACATE BY THE TENANT

Notice of Termination/Notice to Permanently Vacate the Unit

To: Housing Department
Okanagan Indian Band

From: _____

Address of unit: _____

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

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

I/we have delivered this notice to Okanagan Indian Band (please check one)

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

Primary Tenant Signature

Date

Secondary Tenant Signature (if applicable)

Date

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

Note: Tenant should keep a copy of this notice.



APPENDIX I – NOTICE OF TERMINATION BY OKANAGAN INDIAN BAND

Date:
Tenant(s) Name:
Address of the unit:

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

Notice of termination, notice to quit, demand for possession

You are in default of your obligation to follow the terms and conditions of the lease agreement in order for continued use and occupation of the unit. Notice of termination is provided for the following reason(s);

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

Notice to Quit and Demand for Possession

Okanagan Indian Band (the landlord) hereby gives you notice to vacate the unit located at _____ no later than 12:00 o'clock midnight on _____, _____, 20___. Failure to do so shall require the landlord to obtain an Writ of Possession or other lawful notice to seize the property.

Signed

Housing Officer, Okanagan Indian Band
250-542-3444



APPENDIX J -ANNUAL INSPECTION FORM

PAGE 1 OF 5

Annual Inspection Form									
Project: _____		Unit: _____		Tenant: _____					
Date: _____		Size: _____		Maint. Worker _____					
Day/Month/Year		Bdms							
Item	Condition				Comments	Estimated		Tenant Related	
	N/A	G	F	P		Time	Mat'l	Y	N
Entrance									
Front Door									
Door Bell									
Mail Slot									
Peephole									
Lock/Deadbolt									
Door Hinges									
Knob									
Threshold									
Weather-stripping									
Door Sweep									
Door Stop									
Foyer Area									
Floor Covering									
Baseboard									
Walls									
Ceilings									
Closet Door									
Shelf/Rod									
Hallway									
Floor Covering									
Baseboard									
Walls									
Ceilings									
Bi-fold Door									
Shelf/Rod									
Switches									
Outlets									
Smoke Detector									
Light Fixture									
Vent/Grilles									
Electric Baseboard									
Window									
Window Covering									
Downstairs Bath									
Door									
Door Stop									
Floor Covering									
Baseboard Heater									
Walls									
Ceilings									
Switches									
Outlets									
Light Fixture									
Counter									
Drawer									
Cupboard									
Fixture/Sink									
Drain									
Tub/Tile/Surround									
Rod									
Toilet									
Paper/Towel Rack									
Fan									
Vent/Grille									



APPENDIX J -ANNUAL INSPECTION FORM

PAGE 2 OF 5

Laundry/Storage	N/A	G	F	P		Time	Mat'l	Y	N
Door									
Door Stop									
Floor Covering									
Walls									
Ceilings									
Switches									
Light Fixture									
Hook-ups									
Baseboard Heater									
Vent/Grille									
Washing Machine									
Make									
Model									
Condition									
Dryer									
Make									
Model									
Condition									
Kitchen	N/A	G	F	P		Time	Mat'l	Y	N
Floor Covering									
Baseboard									
Walls									
Ceilings									
Switches									
Outlets									
Light Fixture									
Cupboards									
Cabinets									
Drawers									
Counter Tops									
Refrigerator									
Make									
Model									
Handles:									
Seal:									
Alignment:									
Crispers:									
Butler Dish:									
Shelves:									
Retainer Bars:									
Stove									
Make									
Model									
Elements:									
Light:									
Controls:									
Door:									
Fan									
Make									
Model									
Switches:									
Impeller Blade:									
Light:									
Screen:									
Fixtures									
Sink/Drain									
Vent/Grille									
Window									
Window Covering									



APPENDIX J -ANNUAL INSPECTION FORM

PAGE 3 OF 5

Dining Room	N/A	G	F	P		Time	Mat'l	Y	N
Floor Covering									
Baseboard Heater									
Walls									
Ceilings									
Switches									
Outlets									
Light Fixture									
Windows									
Window Covering									
Sliding Glass Door									
French Door									
Vent/Grille									
Living Room	N/A	G	F	P		Time	Mat'l	Y	N
Floor Covering									
Baseboard Heater									
Walls									
Ceilings									
Switches									
Outlets									
Light Fixture									
Windows									
Window Covering									
Sliding Glass Door									
Vent/Grille									
Stairs	N/A	G	F	P		Time	Mat'l	Y	N
Floor Coverings									
Walls									
Ceiling									
Handrails									
Banister									
Baseboard Heater									
Windows									
Window Covering									
Light Fixture									
Upper Hall	N/A	G	F	P		Time	Mat'l	Y	N
Walls									
Floor Covering									
Ceiling									
Switches									
Outlets									
Humidistat									
Light Fixture									
Window									
Window Coverings									
Smoke Detector									
Vent/Grille									
Bi-fold Doors									
Shelf & Rod									
Upstairs Bath	N/A	G	F	P		Time	Mat'l	Y	N
Door									
Floor Covering									
Baseboard Heater									
Walls									
Ceilings									
Switches									
Outlets									
Light Fixture									
Vanity									
Fixture/Sink/Drain									
Tub/Tile/Surround/Rod									
Toilet									
Paper/Towel Holder									
Fan									
Vent/Grille									



APPENDIX J -ANNUAL INSPECTION FORM

PAGE 4 OF 5

Master Bedroom	N/A	G	F	P		Time	Mat'l	Y	N
Door/Stops									
Walls									
Floor Coverings									
Ceiling									
Light Fixture									
Windows									
Window Covering									
Thermostat									
Switches									
Outlets									
Telephone Jack									
Cable Outlet									
Baseboard Heater									
Bi-fold Door									
Shelf & Rod									
Vent/Grille									
Bedroom #2	N/A	G	F	P		Time	Mat'l	Y	N
Door/Stops									
Walls									
Floor Coverings									
Ceiling									
Light Fixture									
Windows									
Window Covering									
Thermostat									
Switches									
Outlets									
Baseboard Heater									
Bi-fold Door									
Shelf & Rod									
Vent/Grille									
Bedroom #3	N/A	G	F	P		Time	Mat'l	Y	N
Door/Stops									
Walls									
Floor Coverings									
Ceiling									
Light Fixture									
Windows									
Window Covering									
Thermostat									
Switches									
Outlets									
Baseboard Heater									
Bi-fold Door									
Shelf & Rod									
Vent/Grille									
Bedroom #4	N/A	G	F	P		Time	Mat'l	Y	N
Door/Stops									
Walls									
Floor Coverings									
Ceiling									
Light Fixture									
Windows									
Window Covering									
Thermostat									
Switches									
Outlets									
Baseboard Heater									
Bi-fold Door									
Shelf & Rod									
Vent/Grille									



APPENDIX J -ANNUAL INSPECTION FORM

PAGE 5 OF 5

Bedroom #5	N/A	G	F	P		Time	Mat'l	Y	N
Door									
Door Stop									
Walls									
Floor Coverings									
Ceiling									
Light Fixture									
Windows									
Window Covering									
Thermostat									
Switches									
Outlets									
Baseboard Heater									
Bi-fold Door									
Shelf & Rod									
Vent/Grille									
Ventilation/Heating	N/A	G	F	P		Time	Mat'l	Y	N
Make									
Model									
Insulation									
Ducting									
Exterior Vents									
Impeller Blade									
Motor									
Filter									
Interior Vents									
Attic	N/A	G	F	P		Time	Mat'l	Y	N
Access									
Insulation									
Soffiting									
Trusses									
Sheathing									
Crawlspace	N/A	G	F	P		Time	Mat'l	Y	N
Access									
Slab									
Pony Walls									
Foundation Walls									
General Condition of Unit:									

Maintenance Worker

Date



APPENDIX K - MOVE IN/OUT INSPECTION FORM

PAGE 1 OF 4

Okanagan Indian Band											
Unit #: _____		Address: _____		Bedroom: _____		Tenant: _____					
Move - in Date: _____ Schedule of Codes: A: Item is in acceptable condition C: Item requires Cleaning R: Item requires repair NOTE: Items coded 'C' or 'R' are corrected at Society's expense					Move - out Date: _____ Schedule of Codes - a Check under: A: Item is in acceptable condition R: Item requires either Repair/Replacement C: Item requires Cleaning Part: Materials cost to the Society Clean: Time to clean items TR: Items to be charged to Damage Deposit NOTE: All section sub-totals will be totaled in "Summary"						
Item:		Check One		Costs		Comments					
Entrance:		Note One/Comments		TR	A	R	C	Material Cost	Cleaning Hours	Reason repair/cleaning is required	
Front Door/Jamb											
Door Bell											
Floor Coverings											
Vent/Grille											
Heater											
Walls											
Ceiling											
Window Coverings											
Windows/Trim											
Light Fixtures											
Closet											
Notes:				Sub Total		Total		Section #1			
Kitchen:											
Floor Coverings											
Heater											
Vent/Grille											
Walls											
Ceiling											
Window Coverings											
Windows/Trim											
Light Fixtures											
Countertops											
Cabinets											
Sink/Drain											
Drawers											
Stove											
Range Hood											
Refrigerator											
Gasket/Handles											
Shelves/Crispers											
Notes:				Sub Total		Total		Section #2			
Dining Room:											
Floor Coverings											
Heater											
Vent/Grille											
Walls											
Ceiling											
Window Coverings											
Windows/Trim											
Light Fixtures											
Notes:				Sub Total		Total		Section #3			
Living Room:											
Floor Coverings											
Heater											
Vent/Grille											
Walls											
Ceiling											
Window Coverings											
Windows/Trim											
Sliding Glass Door											
Light Fixtures											
Notes:				Sub Total		Total		Section #4			



APPENDIX K – MOVE IN/OUT INSPECTION FORM

PAGE 2 OF 4

Item:		Check One				Costs		Comments Reason repair/clearing is required
Lower Bath:	Note One/Comment	TR	A	R	C	Material Cost	Clearing Hours	
Floor Coverings								
Door								
Toilet								
Vent/Grille								
Heater								
Walls								
Ceiling								
Window Coverings								
Windows/Trim								
Light Fixtures								
Vanity								
Tub								
Towel Rack								
Paper Roll								
Curtain Rod								
Notes:								Section #5
Laundry/Utility:								
Floor Coverings								
Closet								
Walls								
Ceiling								
Light Fixtures								
Laundry Equipment								
Notes:								Section #6
Stairwell:								
Floor Coverings								
Walls								
Ceiling								
Window Coverings								
Windows/Trim								
Light Fixtures								
Notes:								Section #7
Master Bedroom:								
Door								
Floor Coverings								
Vent/Grille								
Heater								
Walls								
Ceiling								
Window Coverings								
Windows/Trim								
Closet								
Light Fixtures								
Notes:								Section #8
Bedroom #2:								
Door								
Floor Coverings								
Vent/Grille								
Heater								
Walls								
Ceiling								
Window Coverings								
Windows/Trim								
Closet								
Light Fixtures								
Notes:								Section #9
Bedroom #3:								
Door								
Floor Coverings								
Vent/Grille								
Heater								
Walls								
Ceiling								
Window Coverings								
Windows/Trim								
Closet								
Light Fixtures								
Notes:								Section #10



APPENDIX K - MOVE IN/OUT INSPECTION FORM

PAGE 3 OF 4

Bedroom #4:		Note One/Comments	Check One				Costs		Comments Reason repair/cleaning is required
			TR	A	R	C	Material Cost	Cleaning Hours	
Door									
Floor Coverings									
Vent/Grille									
Heater									
Walls									
Ceiling									
Window Coverings									
Windows/Trim									
Closet									
Light Fixtures									
Notes:			S, A, R, C				M.C. C.H.		Section #11
Bedroom #5:									
Door									
Floor Coverings									
Vent/Grille									
Heater									
Walls									
Ceiling									
Window Coverings									
Windows/Trim									
Closet									
Light Fixtures									
Notes:			S, A, R, C				M.C. C.H.		Section #12
Bedroom #6:									
Door									
Floor Coverings									
Vent/Grille									
Heater									
Walls									
Ceiling									
Window Coverings									
Windows/Trim									
Closet									
Light Fixtures									
Notes:			S, A, R, C				M.C. C.H.		Section #13
Upper Hall:									
Floor Coverings									
Walls									
Ceiling									
Window Coverings									
Windows/Trim									
Smoke Detector									
Heater									
Dehumidistat									
Light Fixtures									
Closet									
Notes:			S, A, R, C				M.C. C.H.		Section #14
Upper Bath:									
Floor coverings									
Door									
Toilet									
Ventilation/Heater									
Walls									
Ceiling									
Window Coverings									
Windows/Trim									
Light Fixtures									
Mirror									
Vanity									
Tub									
Towel Rack									
Paper Roll									
Curtain Rod									
Notes:			S, A, R, C				M.C. C.H.		Section 15



APPENDIX K - MOVE IN/OUT INSPECTION FORM

PAGE 4 OF 4

Utilities:		Note One/Comments	Check One				Costs		Comments Reason repair/cleaning is required
			TR	A	R	C	Material Cost	Cleaning Hours	
Hot Water Tank									
H.R.V.									
Aerco									
Furnace									
Exterior Lights									
Hose Bib									
Notes:								Section #16	

Move – in Summary:

I have inspected this unit with the signed representatives of the Okanagan Indian Band and by signing below, I agree that the results contained in this form are a true representation of its condition.

Tenant		Witnessed/Tenant Relations		Witnessed/Maintenance	
Move – out Summary: NOTE: All of the Section 'Sub-totals' containing Tenant Related Damage are to be noted in the following schedule. Partial painting or patching is to be estimated as hours for completion, converted to dollars using \$ 12.00/hr. and then noted under Parts. ☐ Check if claim is Accompanied with Photos					
		Parts	Clean	Parts	Clean
Total Section #1				Section #10	
Section #2				Section #11	
Section #3				Section #12	
Section #4				Section #13	
Section #5				Section #14	
Section #6				Section #15	
Section #7				Section #16	
Section #8				Carpets	
Section #9				Drapes	
				Other	
		Maintenance Total 'a'	Cleaning Total 'a'	Maintenance Total 'b'	Cleaning Total 'b'
(1) Total Parts: Maintenance 'a' + 'b'		(2) Total Cleaning: Cleaning 'a' + 'b'		to convert cleaning hours to maintenance dollars, multiply (2) Total Cleaning * \$ 12.00/hr	
(3) Total Cleaning: (converted to dollars)					
(4) Total Damages: step 1 plus step 3		= Total Tenant Related Damages:			

Comments:

I have inspected this unit with the signed representatives of the Okanagan Indian Band and I agree that the results contained in this form are a true representation of its condition. I also understand that I owe the above total under **Tenant Related Damages**; to be deducted from my security deposit and/or any outstanding balance to be paid in full by myself.

Tenant	Witnessed/Tenant Relations	Witnessed/Maintenance
--------	----------------------------	-----------------------

Forwarding Address:

Unit #	Street Address	City	Province	Postal Code
--------	----------------	------	----------	-------------

**APPENDIX L - NOTICE TO ACCESS THE PREMISES
OF 1**

PAGE 1

To:

Date:

Housing Unit Identification:

Notice to access the premises

Okanagan Indian Band hereby gives notice of the intent to access the premises to carry out:

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

The authorized representative of Okanagan Indian Band intends to access the property between 8:00 a.m. and 4:30 p.m. on _____.

Please contact the housing department at 250-542-3444 if this time is not appropriate and to schedule another date/time to access the unit within the next two week period. Failure to do so shall require the housing department to provide 24-hour notice to access the unit without consent and they shall do so accompanied by a witness to the inspection.

Please note that the Okanagan Indian Band representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the housing department at 250-542-3444.

Housing Department
Okanagan Indian Band

APPENDIX M – NOTICE TO CORRECT TENANT DAMAGE
1 OF 1

PAGE

Date:

To: (insert tenant's name)

Address of the unit:

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

Notice to Correct Tenant Damage

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

Repair item	Estimated repair cost

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

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

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

Please contact a representative of the housing department by phone at 250-542-3444 or in person no later than (insert date 14 days from the date of the notice) to confirm how you shall correct the tenant damage.

Housing Department
Okanagan Indian Band
Phone: 250-542-3444

APPENDIX N - AGREEMENT TO CORRECT TENANT DAMAGE

Agreement to correct tenant damage between

The Tenant(s): _____

-And -

Okanagan Indian Band

Address of rental unit: _____

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

Repair item	Estimated repair cost

The damage shall be corrected by (check one):

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

Payment due date	Payment amount
	\$
	\$
	\$

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

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

APPENDIX O - SUBLEASE

**SUBLEASE
SOCIAL HOUSING LEASE
& RENTAL AGREEMENT**

BETWEEN:

The **COUNCIL OF THE OKANAGAN INDIAN BAND** on behalf
of the Okanagan Indian Band,

AND:

_____ (tenant)

TABLE OF CONTENTS

Recitals

1. Permitted Occupants
2. Demise
3. Rent
4. Changes In Rent
5. No Equity Acquired
6. Use
7. Pets
8. Sub-letting
9. Upkeep
10. Noise
11. Alterations
12. Utilities
13. Indemnification Of Band
14. Insurance
15. Termination
16. Marital Breakdown and Death of a Tenant
17. Assignment
18. Time Of Essence
19. Unenforceability
20. Entire Agreement
21. Non-Waiver
22. Further Acts
23. Notice
24. Legal Capacity
25. Covenants Joint And Several
26. Administration By Band
27. Captions
28. Binding Effect



THIS INDENTURE OF SUBLEASE SOCIAL HOUSING LEASE & RENTAL
AGREEMENT (herein called the "Lease/Agreement") effective as of
the ____ day of _____ 201_.

BETWEEN:

The **COUNCIL OF THE OKANAGAN INDIAN BAND** on behalf of the
Okanagan Indian Band, having Administration Offices at 12420 Westside
Road, Vernon, British Columbia

(herein called the "Band")

OF THE FIRST PART

AND:

____(Lessee Name)____, a registered member of the Okanagan Indian Band,
Of Okanagan Indian Reserve, near Vernon, British Columbia

(herein called the "Lessors")

OF THE SECOND PART

AND:

____(Sublease Name)____, a registered member of the Okanagan Indian Band,
Of Okanagan Indian Reserve, near Vernon, British Columbia

(herein called the "Sub-Lessee")

OF THE SECOND PART



WHEREAS:

- C. The Lessors lease the Lands and Premises from the Band pursuant to the Head Lease (the Lessors are therein the "lessees");

NOW THEREFORE this Lease/Agreement witnesses that in consideration of the promises, covenants and agreements hereinafter set forth, the parties agree as follows:

1. PERMITTED OCCUPANTS

(1) The Sub Lessees may share the use and occupation of the Lands and Premises with:

those persons listed in Schedule "A" attached hereto and forming a part hereof,

- (a) any child of a Sub Lessee born during the Term, and
 - (b) such other persons as the Band from time to time consents to (any which such consent to the Band in its discretion may determine to grant or withhold) who have not since such consent was granted stopped residing at the Lands and Premises.
- (2) The Sub Lessee will at such time or times and in such form as the Band may request such information within 14 days of such request provide to the Band:
- (a) all details of the total monthly, and the total annual, gross income of the Renters and of every person sharing the use and occupation of the Lands and Premises with the Renters pursuant to paragraphs (1) (b) and (c), and
 - (b) such evidence of all such details as the Band requests.

2. DEMISE

The Lessors hereby demises to the Renter:



Unit ____, Physical Address_____, Lot ____, Block ____, Okanagan Indian Reserve No. ____, as shown on Plan Number _____, C.L.S.R.

2. RENT

Subject to Section 5, the Sub-Lessees will pay to the Band rent in respect of:

- (a) a damage deposit of **HALF of Monthly Rent** (\$____), which will be held by the Band and returned to the Renter in the event that the Renter has not caused any damage. Any amount not used for repair will be returned with interest to the Renter at the cancellation of this lease.
- (b) a pet deposit (if applicable) of **HALF of Monthly Rent** (\$____), which will be held by the Band and returned to the Renter in the event that the Renter has not caused any damage. Any amount not used for repair will be returned with interest to the Renter at the cancellation of this lease.
- (c) the Premises in the amount of _____ (\$____) per month, **payable IN FULL monthly in advance on the first day of each and every month commencing the Effective Date. LATE PAYMENTS OR NON-PAYMENT OF RENT WILL RESULT IN THE COLLECTIONS PROCESS OUTLINED IN THE COLLECTION POLICY (APPENDIX A).**

The Sub-Lessees will pay the rent without any abatement or set-off whatsoever in cash or by cheque made payable to the Okanagan Indian Band at the office of the Band or at such other place as the Band may hereafter from time to time direct.

3. CHANGES IN RENT

Rent levels are subject to change at the discretion of Operations, Lands & Housing.
(Housing Policy-Section 16.2.1)

The Housing Department shall give the tenant written notice of rental increases at least ninety (90) days prior to the effective date of the rental increase. (Housing Policy-Section 16.2.2)



3. NO EQUITY ACQUIRED

For greater certainty the Sub-Lessee acknowledge and agree that, notwithstanding anything to the contrary elsewhere contained in this Rental Agreement, they will not during the Term obtain any equity or other interest (other than that of a Renter) in the Lands and Premises.

4. USE

The Sub-Lessee will use and occupy the Lands and Premises for residential purposes only and, without restricting the generality of the foregoing, will not carry on any business thereat without the prior consent of the Band, which such consent the Band in its discretion may determine to grant or withhold.

5. PETS

To establish guidelines and rules regarding the keeping of pets in Social Housing & Rental Units, and in order to provide for a safe and sanitary environment for all tenants, OKIB employees, and the general public, and to preserve the physical condition of those OKIB Social Housing & Rental Units follow the Pets in OKIB Social Housing & Rental Units Policy. (Appendix B).

6. SUB-LETTING

Units already being sublet may not enter into another sublease agreement.

For the policy and procedure regarding Sub-letting, please refer to Section 29.0 Subletting in the Housing Policy.

7. UPKEEP

The Housing Department will inspect each unit every year to ensure the Sub-Lessee will keep the Lands and Premises at all times in a state of good repair and condition of at least that equivalent to the state of repair and condition of the Lands and Premises at the commencement of the Term and leave the Lands and Premises in such a state of good repair and condition on termination of this Lease/Agreement and,



- (a) in a neat and tidy condition and maintain ordinary health, cleanliness and sanitary standards throughout the Lands and Premises and,
- (b) unlicensed and/or inoperable vehicles are not permitted throughout the Lands and Premises and,
- (c) inoperable major appliances are not permitted throughout the Lands and Premises and,
- (d) notify, within 24 hours, the Housing Department, of any damage to the property and,
- (e) notify, within 24 hours, the Housing Department, of any repairs or maintenance required (Appendix C: Maintenance Schedule).

8. NOISE

The Sub-Lessees will have:

- (e) no noise after 11:00 p.m., and
- (f) no parties which include unsafe alcohol activity or illegal drug use on the Lands and Premises, and
- (g) no illegal activity on the Lands and Premises, and
- (h) cause disruption towards other tenants.

Failure to abide by these rules will result in immediate eviction.

9. ALTERATIONS

The Sub-Lessees will not:

- (d) make any excavations, or construct any buildings, roads, fences or other structures of any nature whatsoever at the Lands and Premises, or
- (e) without limiting the generality of paragraph (a) add to, alter or change the position or style of, the Premises, or



- (f) make any alterations to the paint, flooring, electrical or plumbing without first getting written permission from the Housing Department.

10. UTILITIES

The Sub-Lessees will pay all utility costs connected with the Lands and Premises including without limiting the generality of the foregoing all costs of providing telephone, internet, cable/satellite television, water, gas, hydro and heat at the Lands and Premises.

11. INDEMNIFICATION OF BAND

The Sub-Lessees will jointly and severally indemnify and save harmless the Band from and against any and all claims, demands, loss, costs, damages, actions, suits or other proceedings whatsoever by any person and whether in respect of damage to person or property in any way arising out of or occasioned by the maintenance, use or occupation of the Lands and Premises by, under or through the Renters or any of them.

12.INSURANCE

- (a) The Band will insure the Premises (but not the tenant(s) personal contents thereof) during the Term against damage caused by fire, flooding or other events identified in the Bands Residential Insurance policy.
- (b) The Sub-Lessees will not do, omit to do or permit to be done anything which might render void or voidable any policy of insurance on the Lands and Premises.



13. TERMINATION

19.0 Termination of the Lease/Eviction of the Housing Policy explain the policy on termination, with the following subheaders:

- 19.1 Termination by the Tenant
- 19.2 Termination by Operations, Lands & Housing
- 19.3 Eviction process
- 19.4 Termination for Major Repairs
- 19.5 Termination of the Lease Agreement-Certificate of Possession

14. MARITAL BREAKDOWN & DEATH OF A TENANT

35.0 Marital Breakdown and Death of a Tenant of the Housing Policy explains the policy with the following subheader:

- 35.1 Two Band Member Tenants
- 35.2 One Band Member & One Non-Band Member Tenant

15. ASSIGNMENT

This Rental Agreement may not be assigned to another party.

16. TIME OF ESSENCE

Time is expressly declared to be of the essence of this Lease/Agreement and each of this Lease/Agreement and each of its terms.

17. UNENFORCEABILITY

If any provision of this Lease/Agreement is unenforceable or invalid for any reason, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provision of this Rental Agreement.

18. ENTIRE AGREEMENT

There are covenants, representations, warranties, agreements or conditions forming part of or in any way affecting or relating to this Lease/Agreement save as expressly set out herein, and this Lease/Agreement constitutes the entire Agreement between the Band and the Renters and may not be modified except as provided herein or except by



subsequent agreement in writing of equal formality executed by the Band and the Renter(s).

19. NON-WAIVER

No condoning, excusing or overlooking by the Band of any default, breach or non-observance by the Renters of any covenants, provisos or conditions herein contained will operate as a waiver of the Band's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the Band herein in respect of any such continuing or subsequent default, breach or non-observance and no waiver shall be inferred from or implied by anything done or omitted by the Band save only express waiver in writing.

20. FURTHER ACTS

The Band and the Renter will from time to time execute such further and other documents and instruments and do such further and other things as may be necessary to carry out the intent of this Lease/ Agreement.

21. NOTICE

(a) Whenever in this Lease/ Agreement it is permitted or required that a notice, request or consent be given either party to the other, such notice, request or consent will be given in writing and will be deemed to have been validly given:

(b) if delivered by hand to:

(iii) any of the Sub-Lessees if notice is being given to the Sub-Lessees, or

(iv) the Housing Officer if notice is being given to the Band,

(c) if enclosed in an envelope and mailed by prepaid double registered mail to the party to whom notice is being given at the address for that party provided pursuant to sub-section (2) or (3), as the case may be.

(d) Subject to sub-section (3), the address of each party for the purpose of this section is their address first above written.

(e) Any party may change its address for the purpose of this section by giving notice of such change to the other party in the manner provided in sub-section (1).



(f) Notices, requests and consents given pursuant to this section will be deemed to be given and received.

(f.1) if delivered by hand, on the date of delivery,

(f.2) if mailed by prepaid double registered mail:

(iii) 96 hours from the time of mailing if mailed within British Columbia, or

(iv) at the time of actual receipt if mailed outside of British Columbia or if mailed subsequent to the time that is 96 hours prior to commencement of a strike of the mails.

22. LEGAL CAPACITY

The Band and the Sub-Lessee(s) agree that for the purpose of this Lease/Agreement, each has the legal capacity to contract, sue and be sued and each is estopped from alleging in any legal action arising in relation to this Lease/Agreement that the other lacks such capacity.

23. COVENANTS JOINT AND SEVERAL

All promises, covenants and agreements of the Sub-Lessee(s) herein made are made jointly and severally by the Sub-Lessee(s).

24. ADMINISTRATION BY BAND

This Lease/Agreement may be administered and enclosed for and on behalf of the Band by any person appointed by the Band from time to time for that purpose.

25. CAPTIONS

The captions appearing within the body of this Lease/Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease/Agreement or of any provision hereof.

26. BINDING EFFECT



This Lease/Agreement will ensure to the benefit of and be binding upon the Band, the Lessor(s) and the administrators, executors, permitted sub-Renters and permitted assigns of the Renter.



Dated at **Vernon, BC**, this _____ day of _____, 201

SIGNED AND DELIVERED)

In the presence of:)

_____)

Signature

_____)
Witness

_____)
Print Name

_____)
Housing Officer

SIGNED AND DELIVERED)

By the Renter in the presence of:)

_____)

Signature

_____)
Witness

_____)
Print Name

_____)
Contact Phone Number



SCHEDULE "A"

LIST OF PERSONS PERMITTED TO SHARE THE USE AND
OCCUPATION OF THE LANDS AND PREMISES WITH THE RENTERS
PURSUANT TO PARAGRAPH 1 (1) (a)

FULL NAME



Appendix B:

Pets in OKIB Social Housing & Rental Units Policy

Purpose of this Policy

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

General Statement of the Policy

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



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

1. A tenant may not keep a pet in an OKIB housing/rental unit unless the tenant:
 - (a) has the written approval of the Housing Department;
 - (b) has provided the Housing Department with a pet deposit in the amount of half a months rent.
 - (c) has provided the Housing Department with proof that the tenant has complied with all legal requirements regarding vaccinations and controls; and proof that the pet has been spayed or neutered.
2. A tenant who has approval to keep a pet in an OKIB Social Housing or Rental Unit:
 - (a) may not keep a pet that weighs more than 20 pounds;
 - (b) may keep no more than one pet;
 - (c) must ensure that at all times their pet wears a tag displaying the name, address, and phone number of the tenant.
 - (d) must not allow their pet outside their unit unless the pet is on a leash and under control;
 - (e) must keep their unit and surrounding area free of pet odours, insect infestation, pet waste and litter, and maintain the unit in a sanitary condition at all times;
 - (f) must collect and properly dispose of their pet's waste;
 - (g) must ensure that the rights of other tenants to peace and quiet, enjoyment, health, and/or safety are not infringed upon or diminished by the tenant keeping a pet;
 - (h) must not allow their pet to enter any playground area;
 - (j) must not alter or modify their unit or any area surrounding their unit in order to accommodate their pet.

In the event that anyone is harmed by the pet, the pet will need to be put down by means of Dog Control immediately.

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

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



Appendix C: Maintenance Schedule

Note:

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

Tenants Responsibility:

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

Housing Department Responsibility:

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

Housing Department, Operations, Lands & Housing Office, 250-542-3444



APPENDIX P – RENT SCALE

The rent scale for CMHC offline subsidized units are as follows:

Bachelor	\$325.00
1 bedroom	\$400.00
2 bedroom	\$450.00
2 bedroom w/basement	\$550.00
3 bedroom	\$550.00
4 bedroom	\$600.00
5 bedroom	\$650.00