



Housing Responsibilities by Tenure

Guide to Rental Housing Tenant

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PJILA'SI – GREETINGS!

We are pleased to provide you with this Guide to Rental Housing in Our First Nation.

Rental Housing in Our First Nation

Our First Nation offers rental housing in XX single family homes, X duplexes, a triplex, and the Elders complex. Our First Nation owns the rental units and rents them to individuals who meet the eligibility criteria for rental housing. Our First Nation is the landlord and the eligible individual selected to live in the rental unit is the tenant; the tenant has no right of ownership for the unit at any time. Our First Nation does not have any responsibility or involvement with any privately owned rental units in Our First Nation.

Rental Housing – A Shared Responsibility

Our First Nation is committed to providing suitable and affordable rental housing. Through the housing department, Our First Nation manages the rental units by carrying out/arranging for and paying the cost of maintenance, repairs, insurance, repaying any loan obtained to build/buy or renovate the unit and by providing services such as water, sewer, garbage removal. Our First Nation also pays the costs of staff to provide these services. Our First Nation charges the tenant a monthly rent to help pay these costs however, to keep the rent affordable, Our First Nation provides a monthly rent subsidy for eligible tenants.

The tenant contributes to the cost of their housing by making a monthly rent payment, by paying for their own utilities and services such as phone, internet, etc. and performing basic home maintenance (as confirmed in the rental tenancy agreement).

The Rental Housing Policy

The rental housing policy has been developed to confirm the rules, regulations and processes required to deliver and manage rental housing in Our First Nation. Chief and Council have approved the policy and have directed the housing department to implement and enforce the policy. This means that the housing department must follow the rules to select new tenants and to manage the rental units.

The Guide to Rental Housing

This Guide provides a summary of rental housing in Our First Nation; it does not contain all the information that is included in the rental housing policy. If you are interested in learning more, you can obtain a copy of the housing policy from the housing department.

SECTION 1 - APPLYING FOR RENTAL HOUSING

Eligibility

If you wish to apply for rental housing in Our First Nation, you must:

- Complete an application for rental housing;
- Be 18 years of age or older. For the Elders complex be 65 years of age or older;
- Be a registered member of Our First Nation or, the legal guardian of Our First Nation member children under the age of 18;
- Provide verification of the annual income of all adults (18 or older) that would be living in the rental unit;
- Obtain written confirmation from Our First Nation finance department that you have no arrears/outstanding payments on accounts with Our First Nation (e.g., housing/rent payments, loans, or other services);
- Provide a letter from BC Hydro to confirm you have an account in good standing or, if there is no current account, confirm that there are no arrears on a previous account; and
- Provide a letter of reference from their your most recent landlord confirming that there were no rental tenancy agreement violations. If you haven't been in a rental arrangement in the past five years (i.e., have lived with family), a character reference is required from a reliable source (e.g., employer).

Note: *An applicant will meet the family size required for the available unit (i.e., a single person will not be considered for a three-bedroom unit).*

Applying for Rental Housing

When a rental unit becomes available, the housing department will post a notice on the Our First Nation website and social media and will post a notice on the community bulletin board. If you are interested in applying for the available unit, you must submit a completed application within the deadline included in the notice. The housing department will send you a letter acknowledging receipt of your application. The application will be

reviewed to confirm it is complete and that you meet all of the eligibility requirements and, to confirm the priority of your application. If you need help completing the application, please contact the housing department at 123-456-7890.

Important - Your application is only considered for the available unit. If you are not selected to move into the unit, but are interested in applying for another unit when it becomes available, you will have to re-apply.

Process to Offer a Rental Unit

If your application is selected for the available unit, the housing department will contact you by phone or by letter. You will have five working days to contact the housing department and accept the offer of the rental unit. If you do not do so, the offer will be withdrawn and the rental unit will be offered to the next eligible applicant. If you accept the offer of a unit, the housing department will set up an appointment with you to start work on the required documentation.

SECTION 2 – GETTING READY TO MOVE-IN

What to Plan For

If you accept the offer of a rental unit, here are some of the costs you will be responsible to pay before you can move in:

- ☐ The first month's rent of \$_____
- ☐ A security deposit of \$_____

You must also:

- ☐ Set up a BC hydro account in your name.
- ☐ Plan to pay your moving expenses.
- ☐ Plan to pay move-in expenses (phone and internet hook-up, supplies, etc.)

You should also:

- ☐ Investigate options for tenant insurance. Our First Nation has no legal responsibility to replace or pay for your personal possessions if they are damaged or destroyed.

Before Moving In

Before moving into the rental unit, you will:

- ☐ Meet with a representative of the housing department to learn about your responsibilities and those of Our First Nation.
- ☐ Review and sign the rental tenancy agreement (see below for more information).
- ☐ Pay the first months' rent of \$ _____ by cheque or through electronic fund transfer.
- ☐ Pay the security deposit of \$ _____ by cheque or through electronic fund transfer.
- ☐ Provide the housing department with the BC hydro account number to confirm this has been set up in your name.
- ☐ Participate in a move-in inspection to confirm the condition of the unit before you move-in.

The Rental Tenancy Agreement

The rental tenancy agreement is a contract that confirms the rights and responsibilities of the tenant (you) and the landlord (Our First Nation). It is administered according to the rental housing policy and applicable Our First Nation by-laws, regulations, etc.

A representative of the housing department will meet with before you move in to explain the rental tenancy agreement (the agreement). If you are unsure of anything, ask for more information -- be sure to understand what the agreement says before you sign it! You will be given a copy of the agreement after it has been signed.

The agreement will be renewed every year and you will be contacted by the housing department to schedule an appointment to do this.

The Move-In Inspection

Before you move in, a representative of the housing department will contact you to arrange a move-in inspection. The purpose of the inspection is for

both you and the housing department to confirm the condition of the unit when you moved in. Together, you will check everything in the unit ...flooring, walls, windows, light fixtures, plumbing, heating systems, etc. The housing department representative will also review the operational aspects of the unit (e.g., the furnace, plumbing, fire safety systems and heat recovery ventilator). If you have any questions or concerns, this is your opportunity to ask.

It's important to participate in the move-in inspection. You will be offered two opportunities for the inspection. If you are unable to participate in the inspection you can have another adult be there in your place but you must notify the housing department if this is going to be done. If you or another person can't participate in the inspection it will be done without you; this means you may lose the right to dispute charges for damages/required repairs identified after you move in.

The housing department has a checklist that will be completed to confirm any damage or repairs needed when you moved in. The checklist will be signed by the housing department representative and you (or the person participating in the inspection) and you will receive a copy.

SECTION 3 – ROLES AND RESPONSIBILITIES

The rental housing program is based on Our First Nation and the tenant sharing responsibilities. Some of these responsibilities include:

Our First Nation Responsibilities

As the landlord, Our First Nation is responsible to manage the rental unit according to the housing policy approved by Chief and Council. Some of these responsibilities include:

- Carrying out maintenance and repairs excluding those related to tenant damage (refer to the item titled *Tenant Responsibilities*).

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- Paying the operating costs for the unit (e.g., maintenance, repairs, loan repayment, cost of infrastructure, etc.).
- Maintaining property insurance for the rental unit (i.e., not contents insurance).
- Maintaining/providing services (e.g., water, sewer).

Tenant Responsibilities

As the tenant, some of your responsibilities include:

- Honouring the rules set out in your rental tenancy agreement.
- Paying the rent on time and in full (refer to the section on *Rent and Other Housing Charges* later in this document).
- Maintenance and repairs (refer to the section on *Maintenance and Repairs* later in this document).
- Maintaining reasonable health, cleanliness, and sanitary standards in the unit.
- Caring for the property surrounding the unit such as maintaining the lawn, snow removal from the sidewalk and driveway (this does not apply for a unit in the Elders' complex).
- Keeping the unit and property free of garbage, debris, and hazardous materials.
- Obtaining contents insurance for your personal possessions.
- Recognizing the right to privacy and enjoyment of neighbours and Our First Nation.
- Paying the cost to repair tenant damage which means damage to the unit, beyond normal wear and tear, that the housing department can confirm has been caused by the tenant/authorized occupants, guests, or pets.

Rent and Other Housing Charges

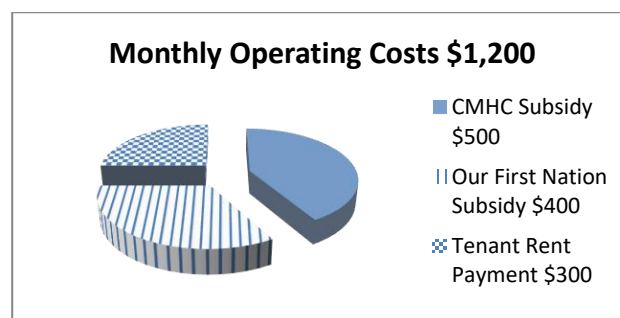
Rent Payments

Every tenant is required to make a monthly rent payment to help cover the costs of building/managing the unit.

To help keep rent affordable for the tenant, Our First Nation also provides a monthly rent subsidy to an eligible tenant; this subsidy comes from Our

First Nation own source revenues. Here is an example of how your rent is subsidized.

Our First Nation receives a monthly subsidy from CMHC for the rental unit (for a limited amount of time). Because of the CMHC subsidy and the Our First Nation subsidy, the rent payment you make covers only 25% of the monthly operating costs for the unit.



Making Your Rent Payment

Rent is due to be paid to Our First Nation on the 1st day of each month unless otherwise arranged (e.g., through payroll deduction). Rent can be paid by cheque or electronic fund transfer to Our First Nation finance department or, through voluntary payroll deduction if you are employed by Our First Nation. If you are in receipt of income assistance, the housing department will coordinate payment of your rent through the social development department.

If your monthly rent payment is not paid **in full** on the 1st of the month then your account is in arrears. If you have a concern about making your rent payment, contact the housing department **right away!** The housing department will work with you to make an arrangement to pay the arrears however if you are unable or unwilling to pay the rent owed, Our First Nation has the right to take steps to collect the rent or to end your tenancy (eviction).

Other Housing Charges

In addition to the monthly rent payment, you must pay your heating/hydro costs. You are also

responsible to pay all other services such as phone, cable, and internet.

Maintenance and Repairs

Our First Nation Responsibilities

Our First Nation is responsible for maintenance and repairs that are a result of normal wear and tear (i.e., wear that inevitably happens as a result of normal everyday use) on items such as:

- Heating.
- Plumbing.
- Electricity.
- Walls, floors, ceilings, roofing.
- Windows, doors, locks.
- Heat recovery ventilator (HRV).
- Appliances supplied with the unit.

Tenant Responsibilities

You are responsible for:

- Day-to-day upkeep of the unit.
- Replacing light bulbs, furnace filters and other maintenance items as confirmed in your rental tenancy agreement.
- Keeping the fire safety equipment operational (e.g. smoke and carbon monoxide detector) including replacing batteries, or contacting the housing department immediately when the equipment is not operational.
- Maintaining the property surrounding the unit (where applicable) free of debris and hazards.

Emergency Repair

An emergency repair includes any break or defect in interior plumbing, heating or electrical systems.

You are responsible to immediately report to the housing department the need for an emergency repair. Please call the housing department's 24-hour emergency number (123-456-7891) to report the need for an emergency repair.

Alteration or Addition to the Rental Unit

You are not permitted to make an alteration or addition to the rental unit or property without having first obtained written permission from the

housing department to do so. If your request to make an alteration or addition is approved, here are some of the conditions that will apply:

- You will be responsible for all costs.
- The alteration or addition is subject to an inspection by Our First Nation and must meet the requirements of the building code.
- The alteration or addition becomes the property of Our First Nation without compensation to you at any time.
- Other conditions as required by Our First Nation.

Please contact the housing department to learn more about making an alteration or addition to the unit.

Energy Use

Because of ever-increasing energy costs, consider these energy efficiency tips:

- ✓ Keep all windows and doors closed during the winter.
- ✓ Set thermostats at 20° C or 68° F during the day and reduce the temperature at night.
- ✓ Switch off lights in rooms that are not being used.

Privacy and Enjoyment

You have the right to privacy and quiet enjoyment of the unit. This means that a representative of Our First Nation cannot come into the unit without a reason unless:

- There is an emergency.
- You have given consent for a representative of Our First Nation to enter.
- The housing department has given at least a 24-hour written notice of entry (e.g., for a repair or inspection).
- The housing department has reasonable grounds to believe that the unit is abandoned.

Except in the case of an emergency, the housing department will enter the unit only between 8:30 am and 4:30 pm.

Planning To Be Away from the Unit?

Temporary Absence

A temporary absence is an absence greater than 14 consecutive days and up to 30 consecutive days and, where you will return to the unit at the end of the temporary absence.

If you are going to be away from the unit temporarily you do not need to notify the housing department but you are responsible to:

- ✓ Pay all housing costs including rent, hydro and other services.
- ✓ Arrange for an on-site visit (interior and exterior) at least twice per week by an adult (for insurance purposes).
- ✓ Ensure the unit is secured (doors and windows locked).
- ✓ Pay the cost to repair any damages to the unit that occur during your absence.

Indefinite Absence

If you wish to be away from the unit longer than a temporary absence and want to retain your tenancy, you must contact the housing department. The housing department will confirm the eligibility for and conditions of retaining tenancy during an indefinite absence.

Ending Tenancy

Tenant Rights

You have the right to end tenancy (move out of the unit) by giving one full month written notice to the housing department.

Our First Nation Rights

Our First Nation has the right to end tenancy where you have failed to carry out your responsibilities as confirmed in the rental tenancy agreement. This is called a breach of the rental tenancy agreement.

Some of the reasons to end your tenancy include when you:

- Have failed to pay the rent.

- Interfered with the reasonable enjoyment of Our First Nation or another member.
- Jeopardized the health or safety of Our First Nation or another tenant or another member.
- Performed or allowed another person to perform illegal acts or carry-on illegal trade or business in the rental unit or on the property rented with the rental unit.
- Failed to maintain heat/power in the rental unit.
- Damaged the rental unit willfully, negligently, or accidentally.
- Sublet the unit.

When the housing department is made aware of a breach of the rental tenancy agreement, they will try to contact you by phone and by mail and identify options to resolve the breach.

If the breach can't be resolved to the satisfaction of the housing department, you will be given written notice to terminate tenancy and you will be evicted from the unit. ***Termination of tenancy will be used as a last resort, when all other options have failed.***

INFORMATION AND SUPPORT

The housing department is committed to providing information and support to tenants. If you have any questions about the rental housing program, please contact us at 123-456-7890. We are here to help.

IMPORTANT PHONE NUMBERS

