DITIDAHT FIRST NATION

Housing Policy and Procedures

SEPTEMBER 19, 2026

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POLICY AMENDMENTS

Following are amendments to this housing policy. The noted policy amendment has been approved by Chief and Council and the noted policy amendment cancels and replaces all previous issues of the policy item.

Policy Section and Number	Description of Amendment	Approval Date

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Index - Alphabetical Reference of Key Policy Items

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SECTION A – DEFINITIONS, PURPOSE OF THE POLICY, APPLICATION OF THE POLICY, POLICY ADMINISTRATION, ROLES AND RESPONSIBILITIES, CONFIDENTIALITY, APPEALS, COMPLAINTS

1.0 Definitions

Appeal means a request from an eligible applicant for rental housing or a tenant who occupies a Ditidaht First Nation rental unit to review a housing decision made by Ditidaht First Nation.

Applicant means an individual(s) applying for housing assistance in Ditidaht First Nation.

Arrears means an outstanding payment (i.e., a payment that has been missed or a payment has only been partially made) on an account with Ditidaht First Nation.

Band Council Resolution means a written resolution or authorizing document, passed and adopted at a duly convened meeting of the Chief and Council.

British Columbia (BC) Building Code means the model building code in British Columbia. The building code is not law however it is adopted by authorities responsible for regulating construction within British Columbia.

Calendar day means any day of the week, month or year including weekend days (i.e., Saturday or Sunday).

Caregiver means an adult person who performs care-related activities in the home on behalf of the tenant. This can include, but is not limited to, providing medications, nutritious meals, and assistance with personal care.

Certificate of Possession or **CP** means a document giving evidence of a Ditidaht First Nation member's right to possession of a parcel of land in Ditidaht First Nation pursuant to the Indian Act.

Chief and Council mean the duly elected Chief and Council of Ditidaht First Nation, unless otherwise indicated.

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Child or children mean an individual or individuals who are 18 years or younger.

Conflict of interest means a situation where an individual's personal interests – family, friendships, financial, or social factors – could compromise their judgment, decisions, or actions in the workplace.

Council means the duly elected Council of Ditidaht First Nation, unless otherwise indicated.

Ditidaht First Nation means

Eviction means the action taken by Ditidaht First Nation to remove a tenant from a Ditidaht First Nation rental unit for failure to meet the conditions of their tenancy agreement.

Health and safety standards mean the minimum requirements for housing that are related to public health as defined in the BC Ministry of Health Public Health Act and safety and structural efficiency as defined in the BC Building Code.

Home means the rental unit or privately owned home located in Ditidaht First Nation.

Homeowner refers to an Ditidaht First Nation member who holds a Certificate of Possession or a Band Council Resolution as evidence of their right to possession of a parcel of Ditidaht First Nation lands for their residential home.

Housing Committee means

Housing department means the department responsible for the delivery and administration of housing programs, under the direction of the Housing Manager.

Housing subsidy is the financial assistance provided by Ditidaht First Nation who pays operating costs of band rental housing that is not covered by the rental revenue from the tenants.

Immediate family member means spouse or common-law partner, biological child, step-child or adopted child.

Maintenance means work that is carried out to ensure proper functioning of the operating systems in the home.

Member means a person whose name appears on or is entitled to appear on the Ditidaht First Nation membership list.

Privately Owned Home means the residential housing unit owned by a Ditidaht First Nation member.

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Rent means the amount required to be paid monthly by a tenant to Ditidaht First Nation for the right to occupy a Ditidaht First Nation rental unit.

Rental housing means the rental units owned and managed by Ditidaht First Nation.

Spouse means a person who is either legally married or united by the traditional laws and customs recognized by Ditidaht First Nation to another person and is not living separate and apart from that other person; or, is living and cohabitating with another person in a marriage-like relationship, including a marriage-like relationship between persons of the same gender, for a continuous period of not less than 6 months and is being publicly represented by each other during this time period as each other's spouse.

Tenancy agreement means a written agreement between the tenant and Ditidaht First Nation that specifies the terms and conditions of the tenant's right to temporarily occupy a Ditidaht First Nation rental housing unit. The tenancy agreement outlines the roles and responsibilities of the tenant and Ditidaht First Nation.

Tenant means a person(s) who enters into a tenancy agreement with Ditidaht First Nation in return for the right to occupy a Ditidaht First Nation rental unit.

Tenant damage means damage to the Ditidaht First Nation rental unit or property, beyond normal wear and tear, that has been caused wilfully or negligently by the tenant, other occupants, persons permitted into the rental unit/property by the tenant or other occupant or their pets.

Unit means the rental unit.

Vacant unit means a rental unit which the member to whom it was assigned is no longer the occupant.

Wear and tear means normal use of the rental unit and expected aging of components within the unit.

Working day means every official working day of the week which include the days between and including Monday to Thursday and excluding Fridays, weekends and public holidays.

Words used in the singular within this policy will include the plural and vice versa.

2.0 Purpose of the Housing Policy

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2.1 The housing policy will provide Ditidaht First Nation and the administration with a framework to deliver and manage the housing programs and services in a manner that promotes transparency and accountability.

2.2 The purpose of this policy is to:

a) Provide a set of standards for the delivery of housing programs and services;
b) Define the responsibilities of individuals occupying Ditidaht First Nation rental units covered through the Ditidaht First Nation rental housing program;
c) Define the responsibilities of individuals occupying a privately owned home in Ditidaht First Nation;
d) Define the responsibilities of Ditidaht First Nation to protect and extend the life of rental housing by applying and enforcing maintenance, repair, inspection and insurance policies;
e) Define the support that may be provided to homeowners by Ditidaht First Nation; and
f) Address the need and demand for housing programs and services by allocating this a fair and equitable manner.

3.0 Application of the Policy

3.1 The housing policy applies to and determines all matters related to Ditidaht First Nation housing except:

a) When there is a conflict with Ditidaht First Nation laws or applicable and binding federal legislation, then the laws of Ditidaht First Nation and of Canada will take precedent over policy; and
b) When there is a conflict with other Ditidaht First Nation policies, federal directives, operating agreements, funding agreements or previously agreed to tenancy agreements then the responsible Ditidaht First Nation manager(s) will take into consideration all relevant policies, directives and/or agreements before administering any decision related to the rental housing policy.

3.2 In the event of a conflict between the current housing policy and an earlier edition of the housing policy, the most current approved Ditidaht First Nation housing policy will prevail.

3.3 This housing policy is adopted on the authority of the Chief and Council. The policy will be revised and updated, from time to time to address the changing priorities and needs of Ditidaht First Nation members.

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4.0 Policy Administration

This policy applies to:

All existing and future Ditidaht First Nation rental housing units and privately owned homes located within Ditidaht First Nation lands.

All individuals who have made or will make an application for housing programs and services within Ditidaht First Nation lands.

All individuals currently occupying a Ditidaht First Nation rental unit or a privately owner home within Ditidaht First Nation lands.

5.0 Amendments to the Housing Policy

5.1 The housing manager will present a proposed policy amendment to Council for review. Council will review the proposed policy amendment and confirm their recommendation to the housing manager.

5.2 Where Council approves the proposed amendment, the amendment will be posted on the Ditidaht First Nation website and at the administration office a minimum of 90 days prior to proposed implementation for the purposes of Ditidaht First Nation community input.

5.3 An approved policy amendment will be posted at the main office and on the Ditidaht First Nation website.

5.4 An amendment to the policy will take effect after approval by Council.

5.5 The housing manager will insert an approved amendment into the policy document and will note the amendment on a policy amendment list in the format noted below. The policy amendment list will precede the table of contents within the policy. Amendments are numbered consecutively on the policy amendment list by date of approval by Council until a new issue of the policy is released which contains all amendments listed. The reissued policy will be identified by date and each reissue cancels and replaces all previous issues.

Amendment Number	Approval Date	Description

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5.6 The policy, including the amendments, will be available to members at the Ditidaht First Nation office. Where the policy amendment is a change that impacts the tenant or the homeowner, they will be notified of the change through a separate written notice within 30 working days of policy approval. Where the policy amendment relates to a rent increase, the housing manager will notify the tenant in writing a minimum of 90 days prior to the effective date of the rent increase.

6.0 Roles and Responsibilities

6.1 Chief and Council

Chief and Council are responsible to:

a) Oversee planning and community strategies;
b) Approve budgets related to the delivery and administration of housing programs and services;
c) Approve housing policies, agreements, by-laws and related regulations;
d) Have an understanding/awareness of the details within this housing policy; and
e) Support housing policy enforcement.

6.2 Members

Members are encouraged to contribute their input into the development of housing policies. This can be done at community meetings and through written submissions to the housing manager. After a housing policy has been approved by Council, members have a responsibility to support implementation of the policy.

6.3 Chief Administrative Officer

The primary responsibilities of the Chief Administrative Officer as relate to housing are to:

a) Review and decide upon an appeal of a housing decision;
b)
c)

6.4 Housing Committee

The primary responsibilities of the Housing Committee are to:

a) Participate in the decision-making process regarding housing issues and activity;
b)
c)

6.5 Housing Manager

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The housing manager is responsible for the delivery and management of housing programs and services in Ditidaht First Nation as detailed within this housing policy.

6.6 Housing Department

As directed by the housing manager, the key responsibilities of the housing department are to:

a) Deliver and administer the housing programs and services by implementing and enforcing the program policy in a consistent manner;
b) Review applications for housing assistance to ensure completeness and eligibility and provide to the housing manager for review/approval;
c) Carry out or oversee repairs and maintenance that are the responsibility of Ditidaht First Nation in a cost-effective manner.
d) Monitor the effectiveness of housing policies and programs.
e) Recommend changes in policy as needed and review housing goals and priorities annually.
f) Prepare annual and other reports as required as directed by Chief and Council.
g) Provide information and counselling for tenants and homeowners who require assistance in understanding and assuming their housing responsibilities.

6.7 Tenant

The key responsibilities of the tenant are to:

a) Sign a tenancy agreement (the 'agreement') and meet the conditions of the agreement.
b) Make monthly rent payments in full and on time.
c) Immediately report to the housing manager, any accident, break or defect in water, heating or electrical systems and report other repairs that are required.
d) Keep operational fire safety equipment within the unit (e.g., smoke and carbon monoxide detector and fire extinguisher where applicable) or to report to the housing manager immediately (within 24 hours) when the equipment is not operational.
e) Maintain the unit in good repair including reasonable health, cleanliness and sanitary standards.
f) Maintain the property associated with the rental unit as required, free of debris and garbage or other health or safety hazards.
g) Carry out maintenance and repairs as detailed in the agreement and/or notify the housing manager of any required maintenance or repairs that are the responsibility of Ditidaht First Nation.
h) Pay the cost to repair damage to the unit caused by the tenant, their guests or their pets.
i) Ensure that all standard utilities (heat and hot water) are operational at all times.
j) Inform the housing manager of a planned absence of 30 days or longer.

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k) Contact the housing manager in writing to request approval to permit an individual not listed in the agreement to occupy the rental unit (submitting a request does not guarantee approval).
l) Not interfere with or unreasonably disturb a neighbouring tenant including noise disturbances as confirmed in the Ditidaht First Nation Nuisance Bylaw (2013); and
m) Not jeopardize the health or safety or lawful right of a neighbouring tenant, a neighbouring occupant or Ditidaht First Nation.

6.8 Homeowner

The homeowner is responsible to abide by the terms of any agreement executed with Ditidaht First Nation with relation to the privately owned home, and this housing policy.

7.0 Confidentiality

Any information, recorded or not, received or acquired by persons carrying out duties related to this housing policy is considered confidential and will be held in confidence by any person carrying out those duties.

8.0 Conflict of Interest

A conflict of interest is a situation where an individual's personal interests – family, friendships, financial, or social factors – could compromise their judgment, decisions, or actions in the workplace. Where a person or their immediate family have a financial or other interest in a matter being dealt with, they are required to disclose the nature of that interest and refrain from participating in the decision-making process. Immediate family includes parents, siblings, children, step-children, dependents, spouses and other family members. A person is not in a conflict of interest if their interest is shared generally with other Ditidaht members.

9.0 Appeal of a Housing Decision by an Eligible Applicant, Tenant or Homeowner

9.1 Eligibility to Make an Appeal

An appeal of a housing decision may be made by an individual who is either an eligible applicant as described within this policy, by an individual who is a tenant in a Ditidaht rental housing unit, or a homeowner. For ease of reference within this policy item, this individual will be referenced as the appellant.

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9.2 Submitting an Appeal

9.2.1 An appeal must be submitted to the housing manager completed on the *Notice of Appeal* which is available from the housing manager.

9.2.2 The appellant must make the appeal on their own behalf, an appeal by a family member or another person will not be considered.

9.2.3 The appellant may request a copy of all documents relevant to their appeal from the housing manager but may not request any information pertaining to another person.

9.3 Timeframe for Submitting an Appeal

A person who wishes to appeal a housing decision must submit their appeal in writing to the Ditidaht First Nation housing manager within 5 working days of being advised of the decision.

9.4 Review of the Appeal by the Housing Manager

9.4.1 The housing manager will review the appeal form submitted by the appellant to ensure that the form is complete and provides the required information.

9.4.2 The housing manager will contact the appellant by phone at the number provided on the appeal form, within 5 working days of receipt of the appeal to confirm receipt of the appeal and to attempt to resolve the issue. A record of all written correspondence, telephone calls and meetings will be maintained on the appellant file.

9.5 Review of the Appeal by the Chief Administrative Officer

Where the issue being appealed cannot be resolved to the mutual satisfaction of the appellant and the housing manager, the following will apply:

9.5.1 **Review of the Appeal** - The appeal will be passed to the Chief Administrative Officer (CAO) on 6th working day following receipt of the appeal. The CAO will review the appeal and will meet with the housing manager to confirm the related housing policies and the processes that were followed regarding the decision that is being appealed.

9.5.2 **Meeting with the Appellant** - Within this same period, the CAO will arrange with the appellant to meet to discuss the appeal and will offer two options for a date for the meeting. The appellant cannot be represented by another person except where they have appointed another person to act on their behalf (e.g., through a duly executed Power of Attorney). The appellant may bring another person with them to assist them in the appeal but will do so at their own expense.

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9.5.3 **Considering the Appeal** - In considering the appeal the CAO will decide whether the decision being appealed was made according to the housing policy, without bias or favoritism and without error in interpretation. The CAO will confirm whether:

a) The decision being appealed has been revised in favour of the appellant; or
b) The housing policy was followed and there are no reasonable grounds for an appeal.

9.5.4 **Action to be Taken Following the Appeal Decision** - On receipt of confirmation of the appeal decision by the CAO, the housing manager will provide written confirmation to the appellant to confirm the decision of the CAO regarding the appeal within 2 working days of the decision being made and the following will apply;

a) Where the CAO has confirmed that the decision being appealed has been approved in favour of the appellant, the housing manager will contact the appellant in writing and by phone to confirm that their appeal has been successful and to confirm the action that will be taken; or
b) Where the CAO has confirmed that the housing policy was followed and the appellant has no grounds for an appeal, the housing manager will contact the appellant in writing (e.g., email or letter) and by phone to confirm that their appeal was denied and that the decision of the CAO is final.

9.5.5 Notification to Council - The housing manager will provide written notification to Council of the nature of the appeal, the appeal decision and the action taken regarding the appeal.

10.0 Complaints - Member Complaint Related to a Tenant in a Ditidaht First Nation Rental Unit

10.1 Submitting a Complaint

10.1.1 A member has the right to seek a solution to a complaint related to a tenant in an Ditidaht First Nation rental unit provided that the complaint is not related to a housing decision that has been made by Ditidaht First Nation. Where the complaint is related to a housing decision, the policy related to *Appeal of a Housing Decision by an Eligible Applicant, Tenant or Homeowner* will apply.

10.1.2 A member will seek resolution of a complaint related to tenancy in a Ditidaht First Nation rental unit by completing the Tenant Complaint form that is

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available from the housing manager. No other form of complaint will be considered (i.e., by phone, social media etc.).

10.2 Receipt and Review of the Complaint

10.2.1 The housing manager will contact the member submitting the complaint by phone at the number provided on the form within 5 working days of receipt of the complaint.

10.2.2 The housing manager will obtain details on the complaint to identify whether the complaint is related to the tenant committing a breach of the tenancy agreement (the agreement).

10.2.3 A record of all written correspondence, telephone calls will be maintained on the tenant file.

10.3 Acting on the Complaint – Breach of the Rental Tenancy Agreement by the Tenant

Where the housing manager confirms that the complaint relates to a breach of the tenancy agreement, the policy related to *Breach of the Rental Tenancy Agreement by the Tenant* will apply.

10.4 Acting on the Complaint – No Breach of the Rental Tenancy Agreement

Where the housing manager confirms that the complaint does not relate to a breach of the agreement, they will contact the member who submitted the complaint to confirm that no action will be taken regarding the complaint.

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SECTION B – RENTAL HOUSING

This section of the policy relates to rental housing units that are owned by Ditidaht First Nation and located within Ditidaht First Nation lands.

11.0 Ownership of Rental Units

All Ditidaht First Nation rental units are owned by Ditidaht First Nation. The tenant has no right of possession/ownership and has no right to transfer tenancy/occupancy to another person.

12.0 Eligibility Criteria for Rental Housing

In order to be eligible for rental housing an applicant will meet the following criteria:

a) An applicant will be a registered member of Ditidaht First Nation, according to the Ditidaht First Nation membership list. Where an applicant is a couple, at least one person (who would sign the tenancy agreement) will be a registered member;
b) An applicant will be 18 years of age or older;
c) An applicant will have completed an application for rental housing;
d) Where an applicant is applying for a rental home where they would be responsible to pay the hydro/power costs, written confirmation from BC Hydro or their current hydro/power to confirm that they have an account in good standing. For an applicant with no current responsibility for a hydro account, they will provide written confirmation from BC Hydro that they have no arrears on a previous hydro account. Where the applicant does not provide such confirmation or where confirmation indicates that the hydro account is not in good standing, the applicant will not be eligible;
e) An applicant will provide written confirmation from the Ditidaht First Nation finance department which confirms whether there are arrears or outstanding payments related to housing accounts with Ditidaht First Nation (e.g., rent payments or other outstanding accounts). If there are arrears or outstanding payments, the applicant will not be eligible for rental housing; and
f) An applicant who has been evicted from an Ditidaht First Nation rental unit is not eligible to apply for rental housing for 2 years from the date of eviction and, item (e) above will apply.

13.0 Availability of a Rental Unit

13.1 When a rental unit becomes available, the housing manager will post a notice of unit availability on the Ditidaht First Nation website.

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13.2 The notice will confirm:

a) The number of bedrooms in the available unit;
b) The deadline to submit an application for the unit;
c) Where/how the application is to be submitted;
d) The contact information for the housing manager;
e) Confirmation that an application will be considered only for the available unit and only during the period noted in the posting; and
f) The documentation/information to submit with an application which will include:
    i. Written confirmation, dated within 30 days of the date of the application, from the Ditidaht First Nation finance department to confirm whether there are arrears or outstanding payments on accounts with Ditidaht First Nation (confirmation will be provided that the form is available from the housing manager or from the Ditidaht First Nation website); and
    ii. Where an applicant is applying for unit where they would be responsible to pay the hydro/power, written confirmation dated within 30 days of the date of the application from BC Hydro or their current hydro provider to confirm that they have an account in good standing.

14.0 Review of an Application

14.1 Receipt of an Application

An application will be dated and initialed on the date of receipt.

14.2 Review of an Application

Five working days after the posted deadline to submit an application, the housing manager will review all applications to:

a) Confirm whether the application is complete and includes all the required information/documentation;
b) Verify references and other supporting documentation submitted with the application; and
c) Confirm eligibility of the applicant according to the housing policy.

14.3 Complete and Eligible Application

Within 5 working days of the review, where an application is complete and eligible, the housing manager will contact the applicant by email or by phone to confirm that the application will be considered with all eligible other applications.

14.4 Incomplete Application

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Within 5 working days of the review, where an application is incomplete, the housing manager will contact the applicant by email or by phone to confirm why the application is incomplete. They will advise the applicant that the missing information must be provided to the housing manager within a deadline confirmed by the housing manager. Where an applicant fails to provide the missing information within the deadline, the applicant will not be considered for the available unit.

14.5 Ineligible Application

Within 5 working days of the review, where an applicant fails to meet the eligibility criteria, the housing manager will contact the applicant in writing and confirm why the applicant did not meet the eligibility criteria and that the applicant will not be considered for the available unit.

14.6 Occupancy Standards

14.6.1 As part of the application review, the housing manager will consider the suitability of the available rental unit based on the applicants' household size/number of bedrooms required.

14.6.2 The number of bedrooms an applicant requires/is eligible for is based on the permanent household members noted in the application. The National Occupancy Standards suggest that a household would have enough bedrooms so that there is one bedroom for:

Each cohabiting adult couple (i.e., one bedroom per couple);
Each single (non-cohabitating) household member 18 years of age and over, regardless of sex;
Each same-sex pair of children under age 18 (i.e., one bedroom for these two children; where there are three same-sex children under 18, two bedrooms would be required); and
Each opposite-sex child aged five and over (i.e., one bedroom for each child).

14.6.3 Where the number of household members is less than the number of bedrooms in the available unit, the applicants' household would be considered over-housed and may not be considered for the rental unit.

14.6.4 Where the number of household members exceeds the available number of bedrooms, the household would be considered over-crowded. However, this application may be considered regardless of the occupancy standards based on the number rental units in the community that could accommodate the household.

14.7 Retaining Applications

14.7.1 The housing manager will maintain the application in a secure location with access only by authorized representatives of Ditidaht First Nation. The

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applications will be destroyed within 30 days of the date the successful applicant takes occupancy of the available unit.

14.7.2 To monitor the interest/demand for rental housing, the housing manager will prepare a written record of all applications received (i.e., a record to confirm housing demand) in response to posting of an eligible unit.

15.0 Determining Priority for Rental Housing

Housing priorities will be established by Council. Priorities may be the segment of the community's population considered to be in the greatest need for rental housing. The current priorities of Ditidaht First Nation may change therefore these priorities are not set in policy.

16.0 Selection Criteria

Recognizing that the demand for rental housing may exceed availability, selection criteria will be used to determine priority for an available unit. Selection criteria are based on the relative merit of each application in accordance with Ditidaht First Nation housing priorities and goals. Selection criteria are applied equally to all eligible applications to support a fair and transparent selection process.

17.0 Tenant Selection

17.1 The housing manager will prepare a list the eligible and suitable applications. All personal identification details will be removed to ensure a 'blind' selection process intended to remove bias and promote transparency of decision-making.

17.2 The housing manager will request a meeting of the Housing Committee (the Committee) to select a tenant for the available unit.

17.3 The Committee will review the priority applications and will confirm approval/priority ranking for each (i.e., 1st, 2nd, 3rd, and 4th etc.). The Committee will confirm the selections to the housing manager.

17.4 After the Committee has confirmed their decision, the housing manager will inform, in writing, all applicants of the decision related to their application. The housing manager will not take any further action to implement the decision with respect to tenant selection/offer of the unit until the 5 working day appeal period outlined in the *Appeals* section of this policy has expired or, an appeal has been filed and a decision regarding the appeal has been made.

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18.0 Offer of Rental Unit

18.1 Offer of a Rental Unit to an Applicant

18.1.1 The housing manager will contact the 1st priority applicant by mail/email/in-person to confirm the offer of a rental unit and to confirm the deadline to accept the offer.

18.1.2 The housing manager will maintain a written record of the offer for the rental unit.

18.2 Applicant Accepts the Offer

Where the applicant accepts the offer, they will confirm acceptance (e.g., email or letter) to the housing manager.

18.3 Applicant Declines the Offer

18.3.1 If the applicant fails to accept the offer within the deadline or, contacts the housing manager to confirm they will not accept the offer, the housing manager will confirm to the applicant that this will result in the unit being offered to the next priority applicant.

18.3.2 The housing manager will repeat the process noted within this policy item until an applicant accepts the offer of a rental unit.

19.0 Tenancy Agreement

19.1 Administration of the Tenancy Agreement

The tenancy agreement (the agreement) is administered according to the terms outlined in the agreement, this housing policy and the applicable Ditidaht First Nation laws and regulations.

19.2 Term of the Agreement

The agreement continues on a month-to-month basis or, a fixed length or other term of tenancy, as confirmed within the agreement.

19.3 Renewal of the Agreement

The agreement will be renewed by April 1st of each calendar year.

20.0 Security Deposit and Pet Deposit

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20.1 Prior to the housing department releasing the keys for the rental unit to the tenant, the tenant will pay a security deposit and a pet deposit (where the tenant or an occupant will have a pet within the rental unit) each in an amount that will not exceed one half of the monthly rent payable for the unit.

20.2 The security deposit will be used against possible debt (e.g. unpaid rent) or damage beyond normal wear and tear (i.e. damage that inevitably occurs as a result of normal wear or aging) that may be caused during the tenancy.

20.3 The pet deposit will be used against possible damage that may be caused by the tenants' or occupants' pet during the tenancy.

20.4 Ditidaht First Nation will keep the security deposit and pet deposit for the duration of tenancy and pay interest on the deposit in accordance with the standard for interest payments on such deposits.

20.5 When tenancy is terminated, the housing manager will first apply any deposit monies held related to the security deposit and pet deposit (where applicable) under the terms of the tenancy agreement. These monies will be used to cover the cost to repair any damage for which the tenant is responsible and, to reimburse any expenses incurred by Ditidaht First Nation related to the tenancy (e.g. costs related to securing a vacant unit, removal of unsightly property or abandoned personal property). The housing department will refund any balance, plus applicable interest to the tenant within 15 days after termination of tenancy. The 15-day period begins on the later of:

a) The date the tenancy ends; or
b) The date Ditidaht First Nation receives the tenants' forwarding address in writing.

21.0 Responsibilities Prior to Occupancy

21.1 Housing Manager Responsibilities

Prior to occupancy the housing manager is responsible to:

a) Ensure that the unit is in move-in condition (in a clean condition without outstanding repairs or maintenance);
b) Confirm to the applicant the anticipated move-in date and the requirement to complete a move-in inspection with a representative of the housing department;
c) Meet with the applicant to:
   - Review and sign the tenancy agreement and provide a copy of the agreement to the applicant;
   - Review and sign other Agreements/Addendums as required by the housing manager;

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- Review roles and responsibilities, review and provide a copy of the maintenance and repair checklist, review and provide a copy of the tenant handbook and any by-laws, Ditidaht First Nation rules and regulations that relate to the unit;
- Review key elements of the housing policy/tenancy agreement (e.g., responsibilities regarding insurance, tenant damage, authorized occupants, absence from the unit);
- Provide information on the requirements for the monthly rent payment (e.g., payment options, collection policy, consequences for non-payment); and
- Confirm options for tenant counselling and support.

d) For an applicant in receipt of income assistance, confirm the process to have the shelter allowance transferred to cover the monthly rent payment.

21.2 Applicant Responsibilities

Prior to occupancy the applicant is responsible to:

a) Meet the housing manager to sign the tenancy agreement and review roles and responsibilities related to their tenancy and, to review and sign all other Agreements/Addendums as required by the housing manager;
b) Provide documentation to confirm that the BC Hydro account has been established in their name;
c) Complete the move-in inspection with a representative of the housing department;
d) Pay the first month's rent and security deposit and pet deposit (where applicable); and
e) Where an applicant is in receipt of income assistance, confirm that the required forms have been submitted to transfer the shelter allowance to cover the rent payment.

22.0 Move-In

On the day the tenant moves into the unit, a representative of the housing department will meet the tenant at the unit and carry out the following:

a) Give the key(s) to the tenant. The housing department will keep a key for emergency entrance;
b) Demonstrate to the tenant how to operate each appliance in the unit and review the operating instructions for fire safety (e.g., smoke and carbon monoxide detectors) and mechanical systems (e.g., furnace, hot water tank);
c) Show the tenant fire escape routes; and
d) Provide a list of emergency numbers, including contact for the housing department.

23.0 Authorized Tenants and Occupants

23.1 Authorized Tenants and Occupants

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23.1.1 Only individuals listed as tenants or occupants in the tenancy agreement (the 'agreement') or an amendment to the agreement signed by Ditidaht First Nation and the tenant are authorized to occupy the unit on a permanent basis.

23.1.2 The tenant is responsible for ensuring that all authorized occupants abide by the terms of the agreement and the rental housing policy. Where an authorized occupant commits a breach of the agreement, Ditidaht First Nation reserves the right to terminate the agreement and have the tenant and all occupants vacate the premises.

23.2 Verification of Household Composition/Declaration of Tenancy

The tenant will provide written verification of household composition (number of persons occupying the unit) when requested to do so by the housing manager.

23.3 Request for an Additional Occupant

23.3.1 Where the tenant wishes to have an additional occupant who is not listed in the agreement live permanently in the unit, they will make a written request to the housing manager for an additional occupant. The request will provide detail on the additional person including age and gender in order to review against the National Occupancy Standards. Submission of such a request does not guarantee approval.

23.3.2 The housing manager will review the request to confirm:

a) That the request meets the requirements of this housing policy; and
b) Whether an additional occupant will result in the National Occupancy Standards being exceeded for the rental unit.

23.3.3 Where the request meets the requirement of this housing policy and the housing manager approves the request, the tenancy agreement will be amended to include the name of the additional occupant.

23.4 Tenant Fails to Obtain Approval for an Additional Occupant

Where the tenant permits an additional person to occupy the unit without having obtained approval from the housing manager to do so or, where the housing manager has denied the request, this will be a breach of the tenancy agreement. Ditidaht First Nation reserves the right to terminate the tenancy agreement and have the tenant and all occupants vacate the premises.

24.0 Guests

24.1 A tenant will be permitted to allow a guest (a person who is not listed as an occupant in the tenancy agreement) to occupy the unit on a temporary basis not to exceed 30 total days in a calendar year.

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24.2 Where the tenant wishes for the guest to remain longer than 14 consecutive days, the tenant will submit a written request to the housing manager requesting approval to do so. The following will apply:

a) Where the housing manager denies the request, they will notify the tenant in writing and the *Authorized Tenants and Occupants* policy will apply.
b) Where the housing manager approves the request, the additional period of temporary occupancy by the guest will be confirmed in writing by the housing manager. The tenant will be responsible for the conduct of their guest which must be in accordance with the terms of the tenancy agreement and this housing policy. Where the guest remains longer than 14 days, this is a breach of the tenancy agreement and Ditidaht First Nation reserves the right to terminate the tenancy agreement and have the tenant and all occupants vacate the unit.
c) Where the tenant wishes to have the guest added as a permanent occupant, the *Authorized Tenants and Occupants* policy will apply;

25.0 Caregiver

For the purpose of this housing policy, a caregiver refers to an adult person who performs care-related activities in the home on behalf of the tenant. This can include, but is not limited to, providing medications, nutritious meals, and assistance with personal care.

25.1 Where a tenant wishes to have an individual temporarily occupy the unit in the role of caregiver the tenant will notify the housing manager in writing. The tenant will confirm the name of the caregiver, their contact information, and the date the caregiver will move into the unit.

25.2 The housing manager will provide written confirmation to the tenant confirming approval for the caregiver to occupy the unit. The housing manager will confirm to the tenant, in writing that:

a) The caretaker does not gain any tenancy rights, possession rights or interests in the rental unit;
b) The housing manager will not share information regarding their tenancy with the caregiver unless the tenant provides written authorization to the housing manager to do so; and
c) The caregiver may remain in the rental unit while care is required for the tenant. When care is no longer required, the housing manager will provide notice for the caregiver to vacate the unit.

26.0 Unauthorized Occupants – Vacant Rental Unit

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26.1 Where an unauthorized person has taken occupancy of a vacant rental unit, the housing manager will provide written notice to the unauthorized occupant to vacate the premises. The notice will include:

a) The date the notice is being sent;
b) The unauthorized occupant's name (if known);
c) The address of the premises concerned;
d) The date and time the unauthorized occupant is required to vacate the unit; and
e) That where the unauthorized occupant fails to vacate the unit by the date noted in the notice, Ditidaht First Nation will take the action necessary to secure the unit.

26.2 The notice will be delivered to the occupant either:

a) By hand to an adult person (18 years of age or older) living in the unit; or
b) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice.

26.3 The unauthorized occupant will vacate the unit by the end of the notice period provided for in the notice to vacate the premises. If the unauthorized occupant does not vacate the unit at the required date defined in the notice to vacate the premises, Ditidaht First Nation may request assistance from the local police to attend the premises while notice to vacate is enforced.

26.4 Any personal property left by the unauthorized occupant in the unit will be dealt with as confirmed within the *Abandoned Personal Property* section of this policy.

27.0 Insurance

The tenant will not do or fail to do anything which may render void any insurance policy as provided for by Ditidaht First Nation for the rental unit or property associated with the rental unit.

27.1 Building Insurance – Ditidaht First Nation

Ditidaht First Nation will provide building insurance (protection against damage to the unit by fire and other perils).

27.2 Liability

Ditidaht First Nation assumes no liability for damages caused to personal property belonging to or owned by the tenant, other occupant or person permitted on the rental property by the tenant, while such personal property is located on the rental premises including any damage arising from fuel, oil, water, broken drainage pipe or plumbing works, electrical defects caused by any act or omission by any tenant, occupant or person permitted on the rental property by the tenant.

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27.3 Content Insurance - Tenant

The tenant is responsible for obtaining and paying the cost of insurance to cover contents/personal belongings. Ditidaht First Nation does not cover tenants' contents/belongings as part of their insurance policies and is not responsible for the contents/personal belongings of the tenant.

28.0 Access to the Unit

28.1 As Ditidaht First Nation is the owner of the unit, the tenant will permit a representative of the housing department to enter the unit at all reasonable times, as confirmed within this policy.

28.2 The housing department representative will not enter the unit unless:

a) The housing department has provided the tenant with written notice at least 24 hours before the time of entry (i.e., for the housing department representative to complete a unit assessment/inspection, to carry out repairs, etc.);
b) An emergency exists and the entry is necessary to protect life or property;
c) The tenant consents at the time of entry; and
d) The housing manager has reasonable grounds to believe that a tenant has abandoned the unit.

28.3 Where proper notice has been given to the tenant, or, where the housing manager has reason to believe that an emergency exists and no notice is required, the housing department representative will enter the unit whether or not the tenant is home.

28.4 Except in cases of emergency, the housing department representative will enter the unit Monday to Friday only between the hours of 8:30 a.m. and 4:30 p.m. unless the tenant agrees otherwise.

28.5 In cases of emergency and the tenant is not available to grant permission to access the unit, the housing department representative entering the unit will be accompanied by a witness (i.e., member of Ditidaht First Nation administration, emergency responder, police, fire or paramedic). The tenant will be notified in writing of such an emergency entry and the reason(s) for such entry.

28.6 With the exception of an emergency situation, where there are no adults present in the home (i.e., only minors are present) entry to the unit will be carried out at another time or, the housing representative will be accompanied by a witness (i.e., member of Ditidaht First Nation administration, police, fire or paramedic).

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28.7 Where the tenant refuses to permit entry to a representative of the housing department, this is a breach of the tenancy agreement. The policy related to *Breach of the Tenancy Agreement by the Tenant* will apply.

29.0 Maintenance and Repairs – Tenant Responsibilities

29.1 Interior of the Unit

29.1.1 The tenant is responsible to keep the unit in a condition that meets reasonable health, cleanliness and sanitary standards as confirmed in the tenancy agreement (the 'agreement').

29.1.2 The tenant is responsible to keep the unit and property free from garbage and debris or other materials which may create a health or safety issue. This will include hazardous/flammable materials (e.g., firewood, excessive brush, oil, gas anti-freeze, derelict vehicles or other equipment).

29.1.3 The tenant is responsible to ensure that the smoke and carbon monoxide detector(s) are in operational order, including batteries, or to contact the housing manager immediately (within 24 hours) when the equipment is not operational. The tenant is not to remove the smoke or carbon monoxide detectors.

29.1.4 The tenant is responsible for general maintenance and repairs including, but not limited to:

Water overflow resulting from a flooded toilet or a water faucet left running;
Plugged toilets, sinks and tubs;
Minor repair, maintenance and upkeep not requiring specialized assistance (e.g., changing the light bulb, changing the furnace filter);
Maintenance and repair of any appliance supplied by the tenant (i.e., an appliance not supplied with the rental unit at occupancy); and
Keeping fire hydrants clear for access by emergency vehicles.

29.2 Exterior of the Unit (Yard/Surrounding Property)

29.2.1 The tenant is responsible to maintain the yard/surrounding property in a condition that meets reasonable health, cleanliness and sanitary standards. This includes, but is not limited to, keeping the property surrounding the rental unit clear of:

a) Garbage (i.e., that has not been kept in a rodent-proof container);
b) Overgrown grass;
c) Items that are not stored in a safe and clean manner;
d) Items that are decayed, deteriorated, demolished or in a state of disrepair including but not limited to unsafe structures/fencing; and

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e) Any item that is confirmed to be hazardous material, fire hazard or a danger to the environment (e.g., vehicle/mechanical parts).

29.2.2 The policy related to *Vehicles* (i.e., with respect to unlicensed vehicles) will also apply.

29.3 Moisture in the Unit

The tenant is responsible to immediately report to the housing manager any signs of moisture, leaks or mold in the unit.

29.4 Tenant Fails to Maintain the Interior/Exterior of the Unit

29.4.1 When the housing manager becomes aware that the tenant is not maintaining the interior/exterior of the unit, the housing manager will complete an on-site visit to confirm whether the tenant has failed to meet the requirements noted above.

29.4.2 Where the housing manager confirms that the tenant is failing to maintain the interior/exterior of the unit, the housing manager will meet with the tenant to discuss their responsibilities/the issue related to maintenance. During the meeting, the housing manager will confirm:

a) The items that must be corrected;
b) The deadline for the tenant to correct the items or to confirm to the housing manager how the issue will be resolved;
c) That failing to correct the issue will result in the housing manager arranging to correct the issue; and
d) Costs incurred by the housing manager will be invoiced to the tenant; and
e) The housing manager will provide written confirmation of the discussion and provide a copy to the tenant.

29.4.3 Where the tenant fails to correct the issue within the first deadline, the housing manager will issue a second and final notice to the tenant to confirm the same information as in the first notice with a revised deadline for the items to be corrected.

29.4.4 Where the tenant fails to correct the items by the second deadline, the housing manager will arrange to have this work completed. The housing manager will prepare and issue to the tenant an invoice for the cost of the work. What is DFN prepared to do to recover these costs?

29.5 Reporting the Need for Repairs to Ditidaht First Nation

29.5.1 The tenant is responsible to immediately report to the housing manager any accident, break or defect in water, heating or electrical systems, or in any part of the home and its equipment in general (i.e., repairs/maintenance that are not the responsibility of the tenant).

29.5.2 Where the tenant fails to report the need for maintenance and repairs and the item requiring repair deteriorates so that it is no longer functioning/affects health and safety, this will be considered tenant damage/neglect and the policy related to *Tenant Damage* will apply.

29.6 Requesting Maintenance and Repairs

29.6.1 Where a tenant has identified the need for maintenance or repairs the tenant will contact the housing manager by phone/email to confirm their request.

29.6.2 All requests for maintenance and repairs are subject to budget availability.

30.0 Maintenance and Repairs – Ditidaht First Nation Responsibilities

30.1 Interior of the Unit

30.1.1 Ditidaht First Nation is responsible to maintain the premises in a good state of repair, to carry out preventative repairs and maintenance, to carry out repairs required as a result of normal wear and tear (i.e., deterioration expected as a result of regular use), to comply with health and safety standards and to extend the useful life of the unit.

30.1.2 The housing manager is responsible to carry out or oversee maintenance and repairs to the unit including the building structure and systems, heating, electrical and interior plumbing where either:

a) The maintenance or repair is on a component that is original to the home at the time of occupancy; or
b) The component has reached the end of its serviceable life; or
c) The maintenance or repair is confirmed to be related to normal wear and tear (i.e., damage that naturally and inevitably occurs as a result of normal wear or aging).

30.2 Exterior of the Unit (Yard/Surrounding Property)

Ditidaht First Nation is responsible for the grounds and common areas surrounding the unit. This includes but is not limited to shared spaces such as parking lots (e.g., multi-unit buildings), fencing and exterior lighting (where provided by Ditidaht).

30.3 Prioritizing Maintenance and Repairs

30.3.1 Where the need for maintenance or repairs has been identified, the housing manager will arrange for an assessment/inspection of the unit to:

a) Determine the scope of the maintenance or repair item(s); and
b) Confirm whether the repairs are within the capabilities of the housing manager or if the work is to be contracted out to other qualified contractors (e.g., electrical, mechanical and plumbing systems).

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30.3.2 The housing manager will review the inspection report to:
a) Confirm the eligibility of the work being requested; and
b) Confirm whether the repairs are required as a result of normal wear and tear or are a result of damage by the tenant, their guests or their pets as defined within this policy. Where repairs are a result of tenant damage the policy related to *Tenant Damage* will apply.

30.3.3 The housing manager will prioritize all eligible requests for maintenance and repairs in order as follows:
a) Emergency maintenance or repairs (refer to the section on *Emergency Repairs* included in this section of the policy);
b) Non-emergency minor repairs or maintenance related to health and safety. Where repair requests include emergency and non-emergency repairs, non-emergency items may be considered separately with other non-emergency requests and be dealt with in the order in which they are received;
c) Non-urgent minor repairs or maintenance for all other items; and
d) All other maintenance or repairs including major repairs.

30.4 Completing Maintenance and Repairs

30.4.1 Where the maintenance or repairs will be carried out, the housing manager will contact the tenant to schedule a time for the repairs to be completed.

30.4.2 All maintenance and repair work overseen or carried out by the housing manager will meet or exceed the requirements of the British Columbia Building Code, Ditidaht First Nation by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project. All maintenance and repairs will be inspected by Ditidaht First Nation or by the agency having jurisdiction.

30.4.3 Where a tenant has arrears on a rental account, unless the tenant has entered into and is honouring a repayment agreement for the arrears, only maintenance and repairs related to health and safety issues will be completed.

30.4.4 The housing manager will keep record of all maintenance and repairs carried out on a unit including response time, reason for the repair, date of repair work, repair items and costs.

30.5 Emergency Repairs

30.5.1 An emergency repair is defined as:
a) Any accident, break or defect in interior plumbing (including sewage or plumbing back-up), heating or electrical system, or safety feature in any part of the unit; and/or

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b) Any item that presents a hazard to the immediate health or safety of the tenant including a defective lock which would allow entry to the unit without a key; and/or
c) Any item required to prevent the loss of an essential service; and/or
d) Any repair which, as confirmed by the housing manager is urgently needed as a result of:
    i. Fire;
    ii. Flooding;
    iii. Leaking roof;
    iv. Frozen or leaking pipes;
    v. Electrical malfunction (i.e., power surge) resulting in loss of use of an appliance or medical equipment;
    vi. Any other circumstance which the housing manager, acting reasonably, determines is an emergency repair.

30.5.2 The housing manager will provide all tenants with a contact number to call in the event of an emergency.

30.5.3 The tenant will notify the housing manager by phone to confirm an emergency repair. The housing manager will make every reasonable effort to respond to emergency repairs within 24 hours of receiving notice from the tenant.

30.5.4 The housing manager will arrange for an inspection to confirm the eligibility and nature of the emergency repair and arrange for the work to be completed.

30.5.5 Where emergency repairs are confirmed by an inspection to be a result of willful damage which has been caused by the tenant, other occupants, their guests or their pets the housing manager will arrange to have the repairs completed and will demand payment of the repair costs from the tenant and the policy related to *Tenant Damage* will apply.

30.6 Maintenance and Repair Contracts

Where maintenance or repair work is considered to be beyond the capabilities of the housing manager/public works (e.g., electrical, mechanical and/or plumbing systems) the contract for the work will be entered into in accordance with Ditidaht First Nation procurement policies.

31.0 Unit is Beyond Repair

Where a rental unit has been confirmed by Ditidaht First Nation to be beyond repair, this means that the damage or deterioration is too severe to fix (i.e., the cost to repair is not economically feasible) and demolition of the unit will be recommended.

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31.1 Where a rental unit is suspected to be beyond repair, the housing manager will complete an investigation and obtain documentation from a qualified individual/agency to confirm that the unit is no longer fit for habitation due to severe health or safety hazards.

31.2 Where documentation confirms the unit is beyond repair, the housing manager will prepare a written report for the CAO to request approval to proceed with unit demolition. The report will:

a) Provide information on the action taken to confirm the need to demolish the unit (i.e., to confirm that unit repair/replacement is not economically feasible). The report from the qualified individual/agency with their recommendations will be included;
b) Information on occupancy (i.e., whether the unit is vacant or occupied); and
c) Where the unit is occupied, recommendations for alternative housing for the tenant including anticipated timeframe to make the alternative unit available for the tenant.

31.3 Where the CAO agrees that the unit should be demolished, the CAO will request a meeting with Council to obtain their recommendations/approval on the request.

31.4 Where Council does not approve the request to demolish the unit, they will confirm the action that will be taken with respect to the unit.

31.5 Where Council approves the request to demolish the unit, the housing manager will consult with Ditidaht legal counsel to obtain direction on wording for a legally compliant Notice of Condemnation, Unsafe Structure Notice, or Do Not Enter Notice in order to protect public safety and prevent liability. Confirmation will be obtained as to the action that can be taken by Ditidaht First Nation when the notice is not complied with.

31.6 Where Council approves the request to demolish the unit, the housing manager will prepare a written notice to the tenant to confirm that:

a) The unit will be demolished and that the tenant will be relocated to an alternate rental unit when an alternate unit becomes available;
b) The tenant is no longer required to pay rent for the unit (as of the date of the written notice);
c) The tenant remains responsible to pay all other housing costs (e.g., hydro) until they vacate the unit;
d) The tenant and the housing manager will agree that when an alternate unit becomes available, the housing manager will notify the tenant of the date they will vacate the current unit;
e) Where the rent rate for the alternate unit is higher than the tenants' current rent rate, the housing manager will provide written confirmation to the tenant that when the tenant relocates to an alternate unit, the rent rate will remain unchanged for 24 months after the date the new tenancy agreement is signed. After this period of time, the rent rate may be increased to the rate applicable for the replacement unit;

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f) The tenant will sign a new tenancy agreement for the alternate unit;
g) The tenant will pay a security deposit and pet deposit (where applicable) as confirmed within this policy; and
h) The housing manager will pay the tenant a relocation fee of $500.00 to assist with the cost of relocation (no receipts are required). The fee will be paid to the tenant after the tenant has vacated the unit and removed all personal property from the unit.

31.7 Immediately after the tenant has moved to an alternate unit the following will apply:
a) The housing manager will post the Notice of Condemnation, Unsafe Structure Notice, or Do Not Enter Notice in order to protect public safety and prevent liability. The notice will confirm the action that will be taken by Ditidaht First Nation where the Notice is not complied with;
b) Steps will be taken to secure the vacant unit and cover all entry points. like windows and doors using heavy-duty plywood, steel panels, or secure screen;
d) The unit will be demolished within 60 days of the notice being posted unless an additional period is required in consideration of weather conditions; and
e) Demolition and removal of debris, and removal of any water and/or waste supply and disposal systems will conform to the applicable building code, Ditidaht First Nation laws and by-laws specifying building or other standards, and any other by-laws, codes and regulations applicable to the project (i.e. British Columbia Building Code related to septic systems).

32.0 Appliances

32.1 All household structures and appliances in place prior to a tenant taking occupancy are the property of Ditidaht First Nation. Appliances are not to be lent, sold, traded, removed or held as collateral. The cost of any appliance that is sold, traded or removed will be charged to the tenant.

32.2 The housing manager will be responsible for repairs to the appliances supplied with the unit that are due to normal wear and tear (i.e., not for repairs required as a result of willful or accidental damage or neglect) and for replacement where the appliance has reached the end of its useful life. Replacement will be with a similar appliance that provides standard features.

33.0 Locks

33.1 Both the tenant and the housing department will have a key to the rental unit for management purposes.

33.2 The lock to the unit will be changed where:

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a) The housing manager and the tenant mutually agree;
b) The tenant has vacated the unit; or
c) The housing manager has confirmed that the unit has been abandoned by the tenant.

33.3 Where the tenant misplaces the key to the unit or, where the tenant requests an additional set of keys to the unit, the housing manager will charge the tenant for the key (the rate for replacement key will be posted in the housing manager).

34.0 Alterations to the Unit by the Tenant - Interior and Exterior (Property and Outbuildings)

An alteration is any change, alteration, substitution or replacement made to a rental unit or the property associated with the rental unit. This includes but is not limited to work to the interior of the unit and exterior work such as fencing, walkways, roadways, sheds/out-buildings (i.e., a small, detached structure located on the same property as the rental unit).

34.1 A tenant will not make any alterations to the unit or any alterations to any permanent object located on the property (i.e. tree removal), without having first obtained written permission from the housing manager to do so. Where the requested alteration or improvement may impact infrastructure, the housing manager will contact the public works department to advise them of the request and obtain confirmation that the improvement or alteration will not negatively impact infrastructure or other Ditidaht First Nation services.

34.2 Where the tenant wishes to complete an alteration, the following criteria will apply in order for the request to be considered:
a) The tenant will not have any outstanding tenancy agreement violations; and
b) The tenant will be in good standing with Ditidaht First Nation (i.e. no arrears or outstanding payments on an account with Ditidaht First Nation).

34.3 The tenant will submit a written request to the housing manager confirming the nature of the alteration being requested, including a work plan.

34.4 The housing manager will review the written request and, where the request is approved, the housing manager will prepare a written agreement stating the conditions under which the alteration will be made. The housing manager and the tenant will jointly sign the agreement. The conditions will include, but not be limited to:
a) The tenant is responsible for all costs (labour and materials) related to the alteration (hereinafter called the work);

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b) The work will meet or exceed the requirements of the current British Columbia Building Code, Ditidaht First Nation regulations and laws specifying building standards, and any other laws, codes and applicable regulations;
c) The work is subject to inspection by Ditidaht First Nation or the agency having jurisdiction, at the cost of the tenant;
d) Where an inspection confirms that the work has not been completed as noted in item (c) above, the tenant will be responsible to pay to have the work corrected as required. Where the tenant fails to do so, Ditidaht First Nation will have the work corrected and will invoice the tenant the costs for same;
e) The work is completed by the tenant or qualified contractor they hire without compensation from Ditidaht First Nation to the tenant in any form or at any time (i.e., should the tenant vacate the unit);
f) Ditidaht First Nation will not carry out any repairs or maintenance to the alteration; and
g) The alteration made to the rental unit becomes the property of Ditidaht First Nation.

34.5 Where the tenant makes an alteration to the rental unit without prior written approval of the housing or where the request has been denied, this is a breach of the tenancy agreement (the 'agreement') and the following will apply:
a) The alteration or improvement is subject to removal. In such cases the tenant will be responsible for the cost to remove the alteration or addition and any costs related to returning the unit to the condition prior to the alteration. Failure by the tenant to restore the unit/property within the timeframe established by the housing manager is a breach of the agreement and may result in termination of the agreement as described within this policy; and/or
h) Where the housing manager confirms the alteration can remain in place, the alteration becomes the property of Ditidaht First Nation without compensation from Ditidaht First Nation to the tenant in any form or at any time (i.e., should the tenant vacate the unit); and/or
b) The tenant will pay the costs to rectify any damage done to the rental unit as a result of the alteration or to meet code requirements.

35.0 Inspections

35.1 Inspection Reports

All inspection reports will include:
a) The general condition of the unit and property;
b) The date of the inspection;
c) Photographs of the unit and property on the date of the inspection; and
d) Signature of the inspector and the tenant (where applicable).

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35.2 Unit Condition Assessment/Inspection

The housing manager may arrange for an assessment/inspection of the unit condition as required. The assessment/inspection is intended to confirm the condition of the unit and property, to determine the need for any repairs or preventive maintenance, and to determine any repairs required as result of damage willfully, negligently or accidentally by the tenant, other occupants, their guests or pets.

35.3 Move-In Inspection

The purpose of the move-in inspection is:

a) To confirm the condition of the unit at move-in before the tenant takes occupancy and to be able to assess changes in the condition of the unit when the tenant vacates the unit;
b) For the housing manager to review operational aspects of the unit (e.g. heating system, appliances) with the tenant; and
c) For the tenant to obtain clarification on any issues or concerns regarding the unit.

35.4 Move-Out Inspection

35.4.1 When a tenancy is terminated, a move-out inspection will be completed on the day the tenant vacates the unit or on another mutually agreed day.

35.4.2 The purpose of the inspection is to evaluate the condition of the unit and to determine any of the following:

a) Any repairs required to return the unit to a marketable condition; and
b) Any repairs required as a result of required as result of damage caused willfully, negligently or accidentally by the tenant, other occupants, their guests or pets.

35.5 Emergency Inspection

An emergency inspection will be carried out at the discretion of the housing manager where the housing manager has reason to believe that the tenants/occupants or the state of the housing unit are at risk. In such cases, no notice is required to be given and the policy related to *Access to the Unit* will apply.

35.6 Notification of Assessment/Inspection to the Tenant

35.6.1 The tenant will be notified of a planned assessment/inspection, with the exception of an emergency inspection, up to one week in advance of the assessment/inspection.

35.6.2 The housing manager will notify the tenant of the planned assessment/inspection and that they should be present. Failing to participate in the assessment/inspection may result in the tenant losing the right to dispute

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charges for repairs required as a result of damage caused willfully, negligently or accidentally by the tenant, other occupants, their guests or pets.

35.6.3 If the tenant is unable to attend the assessment/inspection the tenant may appoint another person to attend on their behalf. If doing so, the tenant will provide the name of the other person to the housing manager before the assessment/inspection.

35.6.4 Where the tenant and the housing manager cannot agree upon a date/time and/or the tenant does not appoint another person to attend the assessment/inspection on their behalf the following will apply:

a) The housing manager may enter the rental unit for the purposes of doing an assessment/inspection after having given the tenant at least 24 hours written notice;
b) The assessment/inspection will take place whether or not the tenant is home; and
c) The housing manager will arrange to have a third party participate in the assessment/inspection.

35.7 Completion of the Unit Condition Report

35.7.1 A unit condition report will be completed to confirm the condition of the unit including any deficiencies. The report will be signed and dated by all parties.

35.7.2 A copy of the report will be provided to the tenant within 30 working days of the unit condition report/inspection and a copy of the report will be placed in the tenant's file.

35.7.3 Where the inspection confirms repairs are required as a result of damage caused willfully, negligently or accidentally by the tenant, other occupants, their guests or pets the policy related to *Tenant Damage* will apply.

35.8 Fire Safety Inspection

Where the housing manager has identified fire safety concerns/issues within the rental unit or on the rental property, the housing manager/operations and maintenance department may conduct a fire safety inspection. The tenant will correct any fire safety issues that are the responsibility of the tenant as identified during the inspection, within the deadline imposed by the housing manager.

35.9 Vacant Unit Inspection

35.9.1 The housing manager will arrange to have inspected any unit determined to have been left vacant by the tenant (i.e. tenancy has been terminated by the tenant or by Ditidaht First Nation or the unit has confirmed to be abandoned). An inspection will be completed and a unit condition report will be completed. A copy of the report will be placed in the former tenants' file.

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35.9.2 Where the inspection confirms repairs are required as a result of damage caused willfully, negligently or accidentally by the tenant, other occupants, their guests or pets, such repairs will be determined and the housing manager will:

a) Forward written confirmation to the former tenant, where a forwarding address has been provided/is known, and demand repayment of the repair costs; and/or
b) Prepare an invoice for the related costs and create an account receivable against the former tenant for these costs (i.e., will result in a record of an outstanding account with Ditidaht First Nation).

36.0 Rent Rates

36.1 Ditidaht First Nation Rental Units

36.1.1 Ditidaht First Nation subsidizes the monthly rent for member tenants occupying Ditidaht First Nation rental housing units.

36.1.2 A tenant will pay monthly rent at a rate determined by Ditidaht First Nation.

36.2 Non-Ditidaht First Nation Member Tenant

Where Ditidaht First Nation has granted approval for a non-Ditidaht First Nation member to rent a unit (e.g., for the purpose of assisting in recruitment of an employee of Ditidaht First Nation), the rent rate may be based on unit operating costs or a market rental rate based on the unit size and condition.

37.0 Other Housing Charges (Utilities, Services)

37.1 Tenant Responsibilities

A tenant is responsible to pay for the connection, usage payments and disconnection of all charges for utilities (e.g., hydro, propane) telephone, cable, internet, phone and other services or any other amenities to which the tenant may subscribe or install, unless otherwise indicated in the tenancy agreement. Ditidaht First Nation is not responsible for any unpaid or terminated services.

37.2 Ditidaht First Nation Responsibilities

Ditidaht First Nation will provide and pay the cost of services including water and sewer, garbage pick-up, recycling and waste disposal (as applicable).

38.0 Rent Increases

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38.1 There will be no rent increase during the first year of a tenancy agreement (the 'agreement').

38.2 After the first year of an agreement, Ditidaht First Nation may increase the rent once every 12 months.

38.3 The housing manager will give the tenant written notice of a rent increase of 3 full tenancy months prior to the effective date of the increase.

39.0 Rent Payment

39.1 Due Date of Rent Payment

The rent payment (the payment) is due to be made by the tenant to Ditidaht First Nation finance department on the first calendar day of each month. Where the first day of the month falls on a weekend or a federal or provincial holiday then the rent is due the on the first working day of the month.

39.2 Methods of Rent Payment

39.2.1 Cheque, Money Order, or E-Transfer

The rent payment can be made by cheque, money order (payable to Ditidaht First Nation) or e-transfer payment to Ditidaht First Nation. If a payment is made by cheque and payment the bank confirms the payment has not been made due to non-sufficient funds (NSF) two times, that payment method will no longer be an acceptable method of payment for that tenant. Where Ditidaht First Nation is charged a fee for the NSF payment, the amount of that fee will be charged to the tenant's account so that Ditidaht First Nation recovers this cost. A receipt will be issued for all transactions.

39.2.2 Income Assistance Payments

Where a tenant is eligible to receive income assistance, the tenant will authorize the social development department to pay rent directly to the housing manager on the tenants' behalf.

39.2.3 Payroll/Wage Deduction

Where a tenant is an employee of Ditidaht First Nation, either full-time, part-time, contract and/or seasonal, the tenant may enter into a payroll/wage deduction agreement with Ditidaht First Nation to have the rent deducted from their pay. Funds deducted from payroll on behalf of a tenant for payments are detailed on each payroll direct deposit slip and will be posted to the tenant's account.

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39.3 Payment in Advance

A tenant may make an advance payment of the rent, in any amount and at any time. A receipt will be issued.

39.4 Statement of Rent Payments

The housing manager with provide the tenant with a written statement of account confirming rent payments received and/or payable when requested by the tenant.

40.0 Rent Arrears and Collection Process

40.1 Account in Arrears

Where the tenant does not pay the payment due by the end of the day it is due, or only a partial payment is made, the payment is considered in arrears unless payment is being made through the social development department, or, bi-weekly (e.g., payroll deduction).

40.2 Collection Process – First Notice

Where the tenant fails to make the rent payment (the payment) as required, a first notice will be sent to the tenant by the 5th working day of the first month that the payment is missed/if only a partial payment is received. The following will apply:

a) The notice will remind the tenant that the account is in arrears and will confirm the amount of the arrears. The notice will confirm that the tenant must pay the payment arrears in full or meet with housing manager and enter into a repayment agreement to pay the arrears within a mutually agreed upon period of time. The notice will include contact information for the housing manager; and
b) The notice will confirm that failing to pay the arrears or enter into a repayment agreement may result in termination of tenancy (eviction).

In an effort to resolve the arrears, the housing manager will make every effort to contact the tenant by telephone/email at least once within the first week after the first notice is delivered.

40.3 Collection Process – Second Notice

40.3.1 If, on the 10th working day of the month where the account and the tenant has neither paid the arrears in full nor entered into a repayment agreement, a second notice will be sent to the tenant. The notice will include:

a) The date the notice is being sent; and
b) The tenant's name(s); and
c) The address of the premises concerned; and
d) Confirmation that the tenant must either pay the rent in full or enter into a repayment agreement within the deadline included in the notice; and

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e) Confirmation that failing to pay the rent or enter into a repayment agreement may result in termination of tenancy (eviction).

The housing manager will make every effort to contact the tenant by telephone/email/in-person at least once after the second notice is delivered.

40.4 Collection Process – Notice: Intent to Terminate Tenancy

40.4.1 Where the tenant fails to pay the arrears in full or enter into a repayment agreement at the end of the notice period included in the second written notice, the housing manager will issue the *Notice: Intent to Terminate Tenancy* (the notice) to the tenant.

40.4.2 The notice will include contact information for the housing manager and will include:

a) The date the notice is being sent;
b) The tenant's name(s);
c) The address of the premises concerned;
d) Confirmation of the amount of the arrears;
e) Confirmation that the tenant must pay the payment arrears in full or meet with housing manager and enter into a repayment agreement within the deadline confirmed in the notice; and
f) Confirmation of the consequences of failing to pay the arrears or enter into a repayment agreement which may include termination of tenancy/eviction.

40.4.3 The notice will be delivered to the tenant by <u>two</u> of the following methods:

a) By mail;
b) By hand to an adult person (18 years of age or older) living in the rental unit; or
c) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice.

40.4.4 The housing manager will make every effort to contact the tenant by telephone/email/in-person after the notice is delivered.

40.4.5 Where the tenant fails to correct the breach as confirmed within the notice, the policy related to *Termination of Tenancy - Notice to Vacate* will apply.

40.4.6 The housing manager will provide written notice to Council that this notice has been issued.

40.5 Right to Appeal

The tenant has the right to appeal the *Notice: Intent to Terminate Tenancy* notice as described within the policy related to *Appeal of a Housing Decision*.

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41.0 Repayment Agreement

41.1 Where a tenant is in arrears of their rent payment, the housing manager can temporarily stop the collection process where the tenant enters into a repayment agreement to repay the arrears.

41.2 The repayment agreement will include the amount of each arrears payment installment and the date the arrears payment is due, along with the regular monthly rent payment. The tenant may pay the arrears in full at any time prior to the end of the repayment period.

41.3 The repayment agreement will be signed by the tenant and the housing manager. The tenant will be provided with one copy of the signed agreement and the original will be kept on the tenant file.

41.4 Where the tenant fails to honour the repayment agreement, the housing manager will restart the arrears and collection process at the *Termination of Tenancy – Notice to Vacate* stage, as noted in this policy, immediately after an arrears payment is not made as agreed. A repayment agreement will not be accepted.

42.0 Tenant Gives Notice to Terminate Tenancy

42.1 The tenant may terminate tenancy (terminate the tenancy agreement) by giving the housing manager at least one full rental month of notice before the date they will terminate tenancy. For example, where a tenant wishes to vacate on during the month of March, a notice given before March 1st will be effective March 31st; a notice given after March 1st will be effective April 1st or after and the tenant will be responsible for rent and all other costs for the month of April.

42.2 The notice will confirm: the address of the unit, the date that the tenant will vacate the unit, and will be dated and signed by the tenant(s) who signed the tenancy agreement. The notice to terminate tenancy will be delivered in person to the housing manager or by mail (either ordinary or registered). If mailed, the notice will be considered delivered five working days after it is mailed.

42.3 Notwithstanding the above, the tenant and Ditidaht First Nation can agree to mutually terminate tenancy at any time.

43.0 Breach of the Tenancy Agreement by the Tenant (Other than Payment Arrears)

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For breach of the tenancy agreement due to payment arrears (i.e., non-payment of rent, costs to repair tenant damage or other costs), the notice processes and timeframes as noted within *Rent Arrears and Collection Process* within this policy will apply. For all other instances where the tenant has committed a breach of the tenancy agreement, the following will apply:

43.1 Breach of the Rental Tenancy Agreement by the Tenant

43.1.1 Ditidaht First Nation may terminate tenancy where the tenant has committed a breach of the tenancy agreement (the 'agreement') including but not limited to the following actions:

a) A tenant has allowed unauthorized occupants to reside in the unit;
b) A tenant or a person permitted on the property by the tenant has either:
    i. Significantly interfered with or unreasonably disturbed another occupant or Ditidaht First Nation on an ongoing basis and, as confirmed by a written complaint which includes proof of the grounds for the complaint (i.e., confirmation of the complaint by another person or, a police report); or
    ii. Seriously jeopardized the health or safety or lawful right of another occupant or Ditidaht First Nation; or
    iii. Put the unit or property at significant risk.
c) A tenant, other occupants or their guest(s) has engaged in illegal activity that has, or is likely to:
    i. Damage the property/unit; or
    ii. Adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant or Ditidaht First Nation; or
    iii. Jeopardize a lawful right or interest of another occupant or Ditidaht First Nation.
d) A tenant, occupants or their guest(s) or their pets have damaged the unit either willfully or negligently;
e) A tenant has failed to maintain the heating system and power to the unit as required;
f) A tenant has transferred occupancy or sublet the unit without having received prior written permission from Ditidaht First Nation to do so;
g) A tenant has used the premises for other than residential purposes without having received prior written permission from Ditidaht First Nation to do so;
h) The tenant has refused to permit a representative of Ditidaht First Nation to enter the unit; or
i) Neither the tenant nor co-tenant (where applicable) is a registered member of Ditidaht First Nation except where the tenant or co-tenant is a guardian of Ditidaht First Nation member children as confirmed within the policy related to *Eligibility Criteria*.

43.2 Damage or Alteration to an Essential Service

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43.2.1 Where the housing manager has confirmed and can demonstrate that the tenant, other occupants or their guest(s) have committed an alteration to any aspect of an essential service to or within the unit (e.g. natural gas, electricity, heat, water or sewer) that places the rental unit/property or Ditidaht First Nation at risk this is a breach of the tenancy agreement.

43.2.2 The housing manager will either:

a) Provide the tenant with written notice to confirm the cost to repair the damage/alteration within a deadline confirmed by the housing manager. The notice will include confirmation that failure to pay the costs within the deadline specified will result in the housing manager requesting approval from Chief and Council to issue a *Termination of Tenancy - Notice to Vacate* as described within this policy. The *First Notice, Second Notice* and *Intent to Terminate Tenancy* notice as confirmed within this policy will not apply; or

b) The housing manager will request approval to issue a *Termination of Tenancy - Notice to Vacate* as described within this policy. The *First Notice, Second Notice* and *Intent to Terminate Tenancy* notice as confirmed within this policy will not apply.

43.3 Tenant is not a Member of Ditidaht First Nation

43.3.1 Where there is a change in the household composition that results in neither the primary or secondary tenant (where applicable) being a member of Ditidaht First Nation and where there are no Ditidaht First Nation member children occupying the rental unit who can assume tenancy, Ditidaht First Nation may issue a notice to terminate tenancy.

43.3.2 The notice period for the tenant to vacate the rental unit will be determined by the Housing Committee.

43.3.3 A tenant may not appeal the notice.

44.0 Notices: Breach of the Tenancy Agreement by the Tenant

For breach of the tenancy agreement due to payment arrears (i.e. non-payment of rent), the notice processes and timeframes as noted within *Rent Arrears* and *Payment Collection Process* within this policy will apply.

For all other instances where the tenant has committed a breach of the tenancy agreement, the following will apply:

44.1 Breach of the Tenancy Agreement – First Notice

A first notice will be delivered to the tenant within 5 calendar days after confirmation of the breach. The following will apply:

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a) The notice will confirm the nature of the breach of the tenancy agreement (the 'agreement') and confirm what is required for the tenant to correct the breach to the satisfaction of the housing manager or, that the tenant will contact the housing manager to confirm how the breach will be corrected;
b) The notice will confirm the deadline for the tenant to correct the breach or contact the housing manager;
c) The notice will confirm that failure to resolve the breach to the satisfaction of the housing manager will result in termination of tenancy; and
d) The notice will include contact information for the housing manager.

44.2 The notice will be delivered to the tenant either:
a) By hand to the tenant; or
b) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice.

In an effort to resolve the breach, the housing manager will also make every effort to contact the tenant by telephone once within the first week after this notice is delivered.

44.3 Breach of the Tenancy Agreement – Second Notice

44.3.1 Where the tenant has neither corrected the breach to the satisfaction of the housing manager nor contacted the housing manager to confirm how the breach will be corrected within the deadline included in the first notice, a second notice will be sent to the tenant. The notice will include:
a) The date the notice is being sent;
b) The tenant's name(s);
c) The address of the premises concerned;
d) Confirmation of the nature of the breach of the agreement;
e) Confirmation of the deadline, as determined by the housing manager, for the tenant to correct the breach to the satisfaction of the housing manager or to contact the housing manager to confirm how the breach will be corrected;
f) Confirmation that failure to resolve the breach within the deadline may result in termination of tenancy; and
g) Contact information for the housing manager.

44.3.2 The notice will be delivered to the tenant either:
a) By hand to the tenant; or
b) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice.

The housing manager will make every effort to contact the tenant by telephone once after this notice is delivered.

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44.4 Notice: Intent to Terminate Tenancy

44.4.1 Where the tenant has neither corrected the breach to the satisfaction of the housing manager nor contacted the housing manager to confirm how the breach will be corrected within the deadline noted in the second notice, the housing manager will issue the *Notice: Intent to Terminate Tenancy* to the tenant. The notice will include:

a) The date the notice is being sent; and
b) The tenant's name(s); and
c) The address of the premises concerned; and
d) Confirmation of the nature of the breach of the agreement;
e) Confirmation of the deadline, as determined by the housing manager, to correct the breach to the satisfaction of the housing manager or contact the housing manager to confirm how the breach will be corrected; and
f) Confirmation that failing to correct the breach as noted within the notice will result in the housing manager proceeding with termination of tenancy as noted within this policy.

44.4.2 The notice will be delivered to the tenant by <u>two</u> of the following methods:

a) By hand to the tenant;
b) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice; or
c) By ordinary or registered mail.

The housing manager will make every effort to contact the tenant by telephone once after the notice is delivered.

44.4.3 The housing manager will provide written notice to Council that this notice has been issued.

44.4.4 Where the tenant fails to correct the breach as confirmed within the notice, the policy related to *Termination of Tenancy - Notice to Vacate* will apply.

44.5 Right to Appeal

The tenant has the right to appeal the *Notice: Intent to Terminate Tenancy* as described within policy related to *Appeals*.

45.0 Termination of Tenancy - Notice to Vacate (Payment Arrears/Other Breach of the Tenancy Agreement)

45.1 Where, after the end of the notice period included in the *Notice: Intent to Terminate Tenancy*, the tenant has not resolved the breach of the tenancy agreement (the 'agreement') the Housing Manager will request a meeting with the CAO to review the

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request to terminate tenancy. The housing manager will confirm that due diligence was followed by providing evidence of written notices and documented efforts to contact and meet with the tenant and counsel them on the consequences of failing to resolve the breach of the agreement.

45.2 Where the CAO does not agree with the request to terminate tenancy, they will confirm the reason the request was denied and notify the Housing Manager of the action to be taken (where applicable).

45.3 Where the CAO agrees that due diligence was followed and the notice can be issued, the Housing Manager will request a meeting with Council to present the recommendation of the CAO.

45.4 Where Council does not agree with the request to terminate tenancy, they will confirm the reason the request was denied and notify the housing manager of action to be taken (where applicable).

45.5 Where Council confirms their approval to terminate tenancy, the housing manager will issue the *Termination of Tenancy - Notice to Vacate* (the notice) to the tenant. The notice will include:

a) The date the notice is being sent;
b) The tenant's name(s);
c) The address of the premises concerned;
d) Details of the cause for termination of the agreement that have amounted to a breach of the agreement;
e) Confirmation that the tenant may not appeal the decision; and
f) Confirmation of the date and time that the tenant is required to vacate the unit.

45.6 The notice will be delivered to the tenant by <u>two</u> of the following methods:

a) By hand to the tenant;
b) By securely fastening the notice to the front door of the rental unit with a photograph being taken of the posted notice, or a third-party as witness to the delivery of the notice; or
c) By ordinary or registered mail.

45.7 Right to Appeal

The tenant <u>does not</u> have the right to appeal the *Notice: Intent to Terminate Tenancy*.

46.0 Moving Out - Vacating the Unit

46.1 Vacating the Unit

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46.1.1 The tenant will vacate the unit by 1:00 p.m. on the date included in the *Termination of Tenancy – Notice to Vacate*. The tenant is responsible to remove all personal belongings from the unit and property.

46.1.2 Where the tenant fails to vacate the unit at the required date defined in the notice to vacate the rental unit, Ditidaht First Nation will take the action necessary to enforce the notice to vacate (i.e., remove personal possessions and secure the unit).

46.1.3 Within 24 hours of the tenant vacating the unit, the housing manager will arrange a move-out inspection (refer to the section on *Move-out Inspection* within this housing policy) to evaluate the condition of the unit.

46.1.4 The move-in inspection report or the most recent unit condition report will be compared against the move-out inspection report. The housing manager will charge the tenant for any damage to the unit, beyond normal wear and tear, that can be demonstrated through comparison of the two reports.

46.1.5 Any personal property left by the vacating tenant in the unit will be dealt with as confirmed within policy related to *Abandoned Personal Property*.

46.2 Move-Out Tenant Cleaning

46.2.1 The tenant will remove their belongings and clean the rental unit so that it is left in substantially the same manner as when the tenancy started and as described within the tenancy agreement.

46.2.2 Where the tenant fails to clean the unit as required, and on confirmation of the unit condition during the move-out unit inspection as described within this policy, the housing manager will arrange for cleaning of the unit (to a standard of ordinary cleanliness). The housing manager will notify the tenant in writing of the amount of the costs to clean the unit and the policy related to *Recovery of Costs* will apply.

46.3 Keys to the Unit

The tenant will return all keys to the unit to the housing manager within the deadline established by the housing manager. Where the keys are not returned, the cost of rekeying the unit will be charged to the tenant.

46.4 Reallocation of the Unit

The housing manager will provide the move-out inspection report to the housing manager and the unit will be offered to an eligible applicant.

47.0 Recovery of Costs

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The tenant will be held responsible for rent arrears and other accounts and costs as required under the terms and conditions of the tenancy agreement. Upon end of tenancy, where the former tenant has rent payment arrears or other outstanding accounts and costs related to their tenancy, the housing manager may:

a) Apply the security deposit to recover costs as a result of termination of tenancy by the tenant or by Ditidaht First Nation; and/or
b) Direct the Ditidaht First Nation finance department to prepare an invoice for the related costs and create an account receivable against the former tenant for these costs.

48.0 Temporary Absence from the Unit by the Tenant

48.1 A temporary absence is defined as an absence up to 30 consecutive days and, where the tenant will return to the unit at the end of the temporary absence.

48.2 Where a tenant will be absent from the unit as defined above, the tenant will be responsible to:

a) Continue to pay all housing costs during their absence;
b) Ensure heat and power to the unit are maintained as required;
c) Arrange for an on-site visit once every 3 days by a designated adult to ensure the unit remains protected against the elements and the unit and property are maintained in good order;
d) Provide the designated individual caring for the unit with contact information (telephone and mailing address) for the period of their absence; and
e) Pay the cost to repair damage (labour and material) to the unit that may occur during their absence.

49.0 Long-Term Absence from the Unit by the Tenant

49.1 Long-Term Absence

A long-term absence is defined:

a) As a period of time greater than 30 consecutive days but less than 6 consecutive months; and
b) Where the tenant will return to the unit at the end of the long-term absence.

49.2 Eligibility for Retaining Tenancy during a Long-Term Absence

A tenant may be to retain tenancy during a long-term where they will be away from the unit for a period greater than 30 consecutive days but less than 6 months and only where they are vacating the unit during this period due to:

a) Employment – as verified by written confirmation from the employer;
b) Education – as verified by written confirmation from the educational institution;

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c) Medical treatment – as verified by written documentation from a certified physician;
d) Traditional/cultural practices.

49.3 Requesting Approval for a Long-Term Absence

49.3.1 A tenant wishing to take a long-term absence as described above, and retain tenancy during this period, will submit a written request to the housing manager that is signed and dated and will include the following information:
a) The address/unit identifier of the rental unit;
b) The reasons for the long-term absence, including written confirmation (where applicable); and
c) The duration of the long-term absence (e.g., date/month of both the date of departure and the return date).

49.3.2 The housing manager will review the request. Where the request is approved, the housing manager will notify the tenant in writing. Where the request is denied, the housing manager will notify the tenant in writing of the reason the request was denied.

49.4 Conditions for Retaining Tenancy during a Long-Term Absence

Where the temporary absence has been approved, the tenant will remain responsible:
a) To pay all housing costs including rent, hydro/utilities/heat other housing services;
b) To arrange for a twice weekly on-site/interior visit (at least once every 3 days) and regular care of the unit by a designated adult to ensure the unit remains protected against the elements and the unit and property are maintained in good order. The tenant will provide the housing manager with the name and contact information for the designated adult;
c) To provide the designated individual caring for the unit with contact information (telephone and mailing address) for the period of their absence; and
d) To pay the cost to repair damage (labour and material) to the unit that occurs during their absence.

49.5 End of the Approved Long-Term Absence

Where the tenant is unable to/does not return to the rental unit within the period as approved by the housing manager, the following will apply:
a) The tenant may submit a written request to the housing manager to extend the long-term absence for a specified period of time; or
b) Where the tenant fails to request an extension, the tenant will vacate the unit/the tenancy agreement will be terminated and the housing manager will proceed to terminate tenancy as described within this policy.

49.6 Failure to Notify the Housing Manager of a Long-Term Absence

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49.6.1 Where a tenant fails to notify the housing manager of an absence the tenant will be in breach of the tenancy agreement and this housing policy and the housing manager will take action to protect the unit and property.

49.6.2 The housing manager will confirm in writing to the tenant that this is a breach of the tenancy agreement and may result in termination of tenancy/eviction.

49.6.3 The tenant will be charged for any cost relating to securing the unit or repairing damages.

50.0 Sublet

A tenant has no authority to sublet the rental unit. Where the tenant sublets the unit this is a breach of the tenancy agreement and the policy related to *Breach of the Tenancy Agreement by the Tenant* will apply.

51.0 Transfer of Tenancy

As the rental unit is owned by Ditidaht First Nation and not the tenant, the tenant has no authority to transfer tenancy to another individual. Where the tenant allows another person to take occupancy of the unit this is a breach of the tenancy agreement and the policy related to *Breach of the Tenancy Agreement by the Tenant* will apply.

52.0 Request to Move: Existing Tenant (Overcrowded or Over-housed)

52.1 Move at the Request of the Tenant (Overcrowded)

52.1.1 A tenant may request a move to an alternate rental unit where there is an increase in the household size/number of authorized occupants that will result in the number of permanent occupants exceeding the number of bedrooms recommended by the occupancy standards (i.e., overcrowding).

52.1.2 In such cases the following will apply:

a) The tenant will submit a written request to the housing manager to be moved to an alternate rental unit;

b) The tenant cannot be in breach of their tenancy agreement and all eligibility criteria as noted within this policy will apply; and

c) The tenant will complete and submit a new application form to the housing manager when a rental unit that meets the household size is posted as being available. The application will be considered equally with all other applications.

52.1.3 If the tenant is selected for an alternate rental unit, the tenant will sign a new tenancy agreement and the tenant will be responsible for all costs associated with the transfer to the alternate rental unit.

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52.2 Move at the Request of the Housing Department (Tenant is Over-Housed)

52.2.1 A tenant may be considered over-housed where there is a decrease in the household size (i.e. the number of occupants in the unit equals fewer persons than the number of bedrooms required according to the occupancy standards). In such cases, the Housing Manager may recommend transferring the tenant to an alternate unit.

52.2.2 The Housing Manager will submit information to the Housing Committee detailing the reason for the request to transfer the tenant to an alternate unit. Where the request is approved, the Housing Manager will contact the tenant and arrange a meeting with the tenant to discuss transferring the tenant to an alternate unit and to confirm the process for the move which will include:

a) The tenant and the housing manager will agree that when a suitable alternate unit becomes available, the housing manager will notify the tenant of the date they will vacate the current unit;
b) Where the rent rate for the alternate unit is higher than the tenants' current rent rate, the housing manager will provide written confirmation to the tenant that when the tenant relocates to an alternate unit, the rent rate will remain unchanged for 24 months after the date the new tenancy agreement is signed. After this period of time, the rent rate may be increased to the rate applicable for the replacement unit;
c) Ditidaht First Nation will pay a relocation fee of $500.00 to assist with the cost of relocation (no receipts are required). The fee will be paid to the tenant after the tenant has vacated the unit and removed all personal property from the unit; and
d) The tenant will sign a new tenancy agreement for the alternate unit.

53.0 Abandoned Unit

An abandoned unit means that the tenant moves out of the unit (i.e., gives up tenancy and possession of the unit) without proper notice to the housing manager.

53.1 Tenant Fails to Provide Notice of Absence

The rental unit will be considered abandoned by the tenant where the tenant:

a) Has been vacant from the unit for more than 30 consecutive days;
b) Has failed to provide notice of their absence to the housing manager; and
c) Has failed to make the monthly rent payments.

53.2 Responsibilities of Ditidaht First Nation

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53.2.1 Ditidaht First Nation (through the housing manager), will take steps to safeguard the rights of the tenant and will confirm, to the best of its knowledge, that the tenant has permanently abandoned the unit by carrying out the following actions:

a) Confirming that the tenant has stopped making the monthly rent payment;
b) Visiting the unit on three separate occasions to attempt to contact the tenant and being unable to do so;
c) Making two attempts to contact by phone the tenant or, if known, a family member of the tenant to confirm the tenant's intent to return to the unit;
d) Issuing two written notices to the tenant by mail (ordinary or registered) to the most recent mailing address provided to the housing manager by the tenant. The housing manager will maintain evidence of receipt of the notice by the tenant or where the mail is returned as unclaimed or undeliverable;
e) Securely attaching the written notice to the door of the rental unit; and
f) Visiting the unit and from an external inspection, confirming whether the tenant's possessions remain in the unit.

53.2.2 The housing manager may take action necessary to secure the unit (i.e., boarding up windows to prevent damage by vandalism, enter into the unit with proper notice to weatherproof during the winter season, etc.). The housing manager will direct Ditidaht First Nation finance department to prepare an invoice/ accounts receivable against the tenant for such costs.

53.2.3 Where the housing manager enters the unit, a written notice will be left on the front door of the unit informing the tenant that the housing manager has accessed the unit and confirm the reason for entry. The notice will confirm that the housing manager is moving forward to terminate tenancy/evict as described within this policy.

53.2.4 The housing manager will proceed with termination of tenancy.

53.3 Re-allocation of the Unit

The housing manager will take the steps necessary to secure the abandoned unit and will resume possession of the unit.

54.0 Abandoned Personal Property

54.1 Where the former tenant has left personal property in the rental unit/on the property the housing manager will attempt to contact the former tenant by phone/email and will post a notice on the front door of the rental unit to confirm that:

a) The personal property will be kept in the rental unit for up to 7 calendar days;
b) At the end of the 7-day period, the personal property will be disposed of in a cost-effective manner; and

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c) The costs related to removal/disposal of the personal property will be invoice to the former tenant and the policy related to *Recovery of Costs*, will apply.

54.2 Ditidaht First Nation will not be obligated to compensate the former tenant for any personal belongings disposed of through this action.

55.0 Hoarding

Hoarding means the compulsion by an individual to continually accumulate items and these items obstruct the ordinary use of living areas in the rental unit and/or result in health or safety related issues within the rental unit or adjacent property.

55.1 Hoarding within the rental unit and/or on the adjacent property may constitute a breach of the tenancy agreement (the 'agreement') where the accumulated items:
a) Cause direct damage to the unit or property;
b) Block exits and entryways, including windows;
c) Interfere with alarm systems (i.e., fire, carbon monoxide, security, etc.), sprinkler systems, ventilation, and/or other utilities;
d) May be flammable, explosive, or otherwise dangerous in any way; or
e) Include perishable goods that are being stored incorrectly or are being kept past their expiration dates, letting them attract mold and pests.

55.2 Where the housing manager receives a written report (i.e., housing inspection, fire or other authorized agency) that confirms a hoarding situation that may be a breach of the agreement they will arrange for an assessment of the unit by an authorized individual in order to identify whether there are health and safety issues within the rental unit and adjacent property.

55.3 Where the assessment confirms there is an accumulation of items, as described within this policy item the housing manager will issue a written notice to the tenant that details which accumulated items constitute a breach of the agreement. The notice will confirm a request for the tenant to meet with the housing manager and a representative of the health department to discuss how the tenant can resolve the situation and to confirm whether assistance is available from other Ditidaht First Nation departments. The notice will be delivered by hand to the tenant.

56.0 Tenant Damage

Tenant damage means damage to the rental unit or property, beyond normal wear and tear, that has been caused wilfully or negligently by the tenant, other occupants, persons permitted into the rental unit/property by the tenant or other occupant or their pets.

56.1 Confirming Tenant Damage

56.1.1 Where the housing manager has identified tenant damage or neglect as a result of a unit assessment/inspection, the scope of the repairs required will be confirmed in a unit condition report. In addition, where the housing manager has reason to believe that the unit has been damaged, the housing manager may, upon giving the tenant 24 hours' notice, enter the premises to inspect its condition and to identify repairs that are determined to be the result of tenant related damage or neglect.

56.1.2 The housing manager will confirm the repairs required as a result of damage or neglect (as compared against the most recent unit condition report or other unit inspection report).

56.2 Notice to the Tenant

56.2.1 Within 5 working days of receiving the unit condition report, the housing manager will issue a written notice of tenant damage to the tenant. The notice will confirm:

a) That tenant damage has been confirmed;
b) The nature of the repairs required, including an invoice that confirms the cost to correct the tenant damage;
c) The options for the tenant to pay the cost to correct the tenant damage which will include:
    i. The tenant will pay the cost in full within a deadline established by the housing manager; this will be confirmed in a written agreement between the tenant and the housing manager; or
    ii. The tenant will enter into a repayment agreement with the housing manager to pay the cost of the repairs over an agreed upon amount of time.
d) The deadline for the tenant to meet with the housing manager to confirm how they will pay the cost to correct the tenant damage; and
e) The consequences where the tenant fails to meet with the housing manager within the deadline (refer to the policy that follows).

56.3 Tenant Fails to Pay the Cost to Correct Tenant Damage

56.3.1 Where the tenant fails to pay the cost to correct tenant damage/does not enter into/honour a debt recovery payment plan within the deadline included in the notice of tenant damage:

a) Will request that the finance department create an account receivable against the tenant for value of the invoice; and/or
b) May request approval from Chief and Council to issue a *Termination of Tenancy – Notice to Vacate*, as described within this housing policy.

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56.3.2 All instances of tenant damage will be recorded in the tenant's file and remain on file indefinitely.

56.4 Tenant Enters into and Fails to Honour a Debt Recovery Plan

Where the tenant enters into and fails to honour the terms of a debt recovery plan related to the costs to repair tenant damage, this is a breach of the tenancy agreement. The policy related to *Breach of the Tenancy Agreement by the Tenant* will apply.

56.5 Tenant Damage Identified During a Move-Out Inspection

Where, during the move-out inspection, tenant damage has been confirmed, the housing manager will notify the tenant in writing of the amount of the repairs and will apply the security deposit toward the cost of the repairs. Where repair costs exceed the security deposit the housing manager will:

a) Prepare an invoice for the related costs and forward the invoice along with written confirmation of the nature and cost of the repairs to the former tenant, where a forwarding address has been provided/is known, and demand payment of the repair costs; and
b) Request that the Ditidaht First Nation finance department create an account receivable against the tenant for the amount of the invoice (i.e., will result in a record of an outstanding account with Ditidaht First Nation until the costs have been repaid in full).

57.0 Vandalism

57.1 In the event of damage to the unit because of vandalism (i.e., an action involving deliberate destruction of or damage to property), the tenant is responsible to:

a) Contact law enforcement authorities to report the incident; and
b) Contact the housing manager to confirm the incident/damage to the unit and to confirm that they have contacted law enforcement authorities.

57.2 Where the police report confirms that the damage was caused by the tenant, other occupants, or guests permitted into the unit by the tenant, the policy related to *Tenant Damage* will apply.

57.3 In order for the housing manager to complete repairs, the tenant will submit a copy of the police report (including the report file number) to the housing manager. Where the report confirms that the damage to the unit was not caused by the tenant, other occupants, or guests permitted into the unit by the tenant or other occupants, the housing manager will complete the repairs and the policy related to *Maintenance, Repairs and Renovations* will apply.

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58.0 Use of the Unit – Home Based Business

58.1 General

58.1.1 The rental unit and property are intended to be used only for the purpose of a private family residential dwelling.

58.1.2 For the purpose of this policy, a home-based business may be operated from the unit without approval from Ditidaht First Nation where the business is a small-scale commercial activity run from within the unit that does not cause extra wear and tear on the unit, increase the use of services paid for by Ditidaht First Nation, or disturb neighbors.

58.2 Submitting a Request to Operate a Home-Based Business

58.2.1 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 manager and the lands department. The purpose of submitting a written request is for the housing and lands department to confirm the impact of the proposed business on Ditidaht First Nation and neighbouring tenants/residents; the impact will be considered as part of the review process. Examples of the impact of the proposed business include but are not limited to a business which may:

a) Increase the use of Ditidaht First Nation services, or services paid for by Ditidaht First Nation, such as water, sewer, garbage pick-up, road maintenance, etc.;
b) Require a business license and to ensure compliance with health and safety regulations;
c) Require the tenant to purchase additional insurance to mitigate the risks associated with the home-based business;
d) Add visible signage, work areas, equipment storage; or
e) Increase the number of individuals in the community (i.e., overnight camping, bed and breakfast or short-term rentals).

58.2.2 A tenant wishing to operate a home-based business will submit a written request to the housing manager which will include the following:

a) The name of the tenant, location of the unit for which the request applies, and current contact information (telephone, mailing address) of the homeowner;
b) A detailed description of the activities of the proposed business;
c) Where the business relates to short term rentals (i.e., camping, bed and breakfast, or other overnight accommodation), confirmation of the period that the rentals would be made available (i.e., year-round or seasonal rentals);
d) A description of the potential impact on the property (e.g., increase in use of Ditidaht First Nation services such as water, sewer and related costs) and

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property (e.g., signage, work areas, equipment storage) and surrounding area (e.g., increased traffic, parking, noise and disturbance to neighbouring properties); and

e) The request will be signed by the tenant and dated.

58.2.3 Submission of a request to operate a home-based business does not guarantee approval.

58.3 Reviewing the Request to Operate a Home-Based Business

58.3.1 The housing manager will consult with the lands department and will respond to the tenant in writing within 14 calendar days following receipt of the request.

58.3.2 Ditidaht First Nation reserves the right to rescind/withdraw approval of the home-based business at any time.

59.0 Pets

59.1 General

59.1.1 Effective the approval date of this policy, a newly approved tenant will pay a pet security deposit equal to one-half of the monthly rent.

59.1.2 No more than three (3) domestic animals (i.e., tamed and kept as a pet including dogs, cat and other animals not considered livestock) will be kept, in any unit with the exception of dog or cat litters, where the pups or kittens are under four (4) months of age.

59.1.3 A tenant will be responsible to ensure that their pet:

a) Is not a threat to Ditidaht First Nation, other tenants, the community or other animals;
b) Does not cause damage to the rental unit or property;
c) Is under control of the owner, (i.e., leashed, tied or penned in secure area);
d) When outside of the rental unit/property has a collar and name tag including the address of the tenant; and
e) Does disturb the enjoyment of other tenants or members or cause a nuisance to the neighborhood.

59.1.4 A tenant may not may modifications to the rental unit or property to accommodate the pet without having received prior written permission from the housing manager. The policy related to *Alterations to the Unit by the Tenant* will apply.

59.1.5 A tenant will be liable for all losses or damages that may be caused to the rental unit by their pet; the policy related to *Tenant Damage* will apply.

59.1.6 A tenant will be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pet.

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59.2 Dangerous Pet

59.2.1 A dangerous pet is defined as an animal that is kept on the rental premises by the tenant or authorized occupant and the animal has:

a) Demonstrated behaviour that threatens the health and safety of the public; and/or
b) At least on one occasion, worried, attacked, injured or killed a person, or any other animal, or that is for any other reason determined to be a risk to any person, or any other animal.

59.2.2 Where the housing manager provides written notice to the tenant that a pet is considered to be dangerous. The notice will confirm:

a) The behaviour that has demonstrated that the pet is considered dangerous and the date the behaviour was reported;
b) The dog must be kept on a secure leash or in a restricted area which will be constructed so as to prevent any escape by the dog and /or to prevent the entry of children; and
c) Whenever the dog is in a public place, the dog must be muzzled and kept on a leash at all times.

60.0 Smoking

Smoking or vaping of any combustible material (e.g., tobacco, cannabis) in the rental unit is prohibited.

61.0 Cannabis Cultivation

Cultivation of cannabis in the rental unit or on the property associated with the rental unit is prohibited.

62.0 Protection of Groundwater, Septic Fields, Underground Electrical, Gas, Water/Sewer Lines

62.1 The tenant will be responsible to:

a) Ensure that groundwater and septic fields are not contaminated or jeopardized (i.e., unauthorized digging, spillage of contaminants, driving on septic fields, storage of vehicles or machinery or hazardous/toxic materials); and
b) Where there are underground electrical, gas, propane, water, sewer and any other underground utilities or services, ensure that these are not jeopardized (i.e., unauthorized digging, driving on underground services/service lines, storage of vehicles or machinery or hazardous/toxic materials).

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62.2 The housing manager will provide the tenant with a yard map which confirms the location of the septic field.

63.0 Vehicles

63.1 General

63.1.1 All vehicles will be parked within the area associated with the rental unit (i.e., not parked on side yards, public roadways or other Ditidaht First Nation land).

63.1.2 The tenant will not keep or store more than one unlicensed vehicle (e.g., car, truck, motor homes, boat or house trailer, camper or any other type of vehicle whether operable or inoperable) on the rental property. The tenant will maintain ICBC storage insurance on such vehicles.

63.1.3 The tenant will supply the housing manager with vehicle registration and insurance documentation (when requested) for any and all vehicles on the premises when asked to do so, for the duration of the tenancy agreement. Where the tenant is unable to/fails to supply the information, the housing manager will issue a 30-day notice to the tenant outlining measures to rectify the situation. Where the tenant fails to follow the directives of the 30-day notice or to make sufficient alternate arrangements to the satisfaction of the housing manager, Ditidaht First Nation will remove the vehicle from the rental property and will issue an invoice to the tenant to repay the related costs.

63.2 Recreational Vehicle

63.2.1 A recreational vehicle (i.e., a temporary dwelling intended for travel and recreation purposes and licensed as a motor home, camper or travel trailer) will not be permitted to be used as a permanent residence on the property associated with a Ditidaht First Nation rental unit.

63.2.2 A tenant may park and occupy a recreational vehicle on the property of a rental unit for a maximum of 14 calendar days during a calendar year.

63.2.3 The tenant will not make any alteration to the rental unit or to the property the unit is located on to accommodate the recreational vehicle. Where the tenant makes an alteration, the policy related to *Alterations to the Unit by the Tenant* will apply.

63.2.4 The tenant will not access or alter any service to the rental unit (e.g., water, power or sewer) to the rental unit to accommodate the recreational vehicle. Where the tenant alters a service, the *Damage or Alteration to an Essential Service* policy will apply.

63.2.5 Where the recreational vehicle remains on the property for more than 14 days, the housing manager will provide a written notice to the tenant confirming the requirement to remove the vehicle and will confirm the deadline for removal.

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Where the tenant fails to remove the recreational vehicle within the deadline, this is a breach of the tenancy agreement and the *Breach of the Tenancy Agreement by the Tenant* will apply.

64.0 Firearms

64.1 Where a tenant is in possession of any firearms or ammunition on or around the rental premises, the tenant will abide by the current Possession and Acquisition License (PAL) regulations, rules and safety requirements.

64.2 The resident will:

a) Register the firearm in accordance with the Firearms Act (Canadian Firearms Program); and
b) Ensure that firearms are stored in a safe and secure manner in accordance with the Storage, Display, Transportation and Handling of Firearms by Individuals Regulations, SOR/98-209, as amended from time to time.

65.0 Dangerous Goods

65.1 Storage of Dangerous Goods

The tenant will properly store all dangerous goods to minimize hazards or threats to the safety of the tenant, the community, animals and the environment.

65.1.1 Proper storage requires:

- Use of approved containers; and
- Adherence to venting requirements (i.e., for flammables, corrosives) and storage requirements (i.e., not storing incompatible materials together).

65.1.2 Dangerous goods include, but are not limited to:

- Ammunition for firearms (because it is considered to be explosive);
- Combustible liquids such as gas and propane;
- Corrosives such as acids;
- Compressed gases;
- Toxic material such as pesticides, anti-freeze; and
- Any other products, substances or organisms considered to be dangerous to life, health, property or the environment when handled in accordance with the laws of British Columbia and the federal laws of Canada applicable in British Columbia.

65.2 Storage Tank Systems for Fuel

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Tenants will ensure that the storage of fuel is done in accordance with the Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, SOR/2008-197 as amended from time to time.

66.0 Marital/Spousal Relationship Breakdown – Reassignment of the Tenancy Agreement

All provisions of the Family Homes on Reserves and Matrimonial Interests or Rights Act are acknowledged and incorporated into this rental housing policy, specifically as they relate to the rights and protections provided to individuals on reserve during the relationship in the event of a relationship breakdown. For a copy of the legislation, please see the Ditidaht First Nation administration office.

Where a tenant (i.e. a person who is listed on and has signed a tenancy agreement for the unit), has been in a conjugal relationship (i.e. a married couple or common-law partnership where both partners have cohabitated for at least one year) and that relationship is terminated, the following will generally apply, subject to compliance with the Family Homes on Reserves and Matrimonial Interests or Rights Act:

66.1 Two Ditidaht First Nation Member Tenants

66.1.1 Where both tenants are Ditidaht First Nation members and both reside in the rental unit on a permanent basis, either tenant may remain in the unit.

66.1.2 Ditidaht First Nation will encourage the tenant(s) to resolve the decision regarding who will occupy the unit.

66.1.3 Where the tenant(s) resolve the decision regarding who will occupy the unit, where both tenants are listed on the tenancy agreement (the 'agreement'), both tenants will provide written verification to the housing manager to confirm that the tenant vacating the unit has agreed to have their name removed from the agreement.

66.1.4 Alternately, Ditidaht First Nation will follow the terms of a separation agreement or a divorce settlement. In the absence of either a separation agreement or divorce settlement, the decision as to who remains will be determined by the courts and Ditidaht First Nation will abide by that decision. If the remaining tenant is in good financial standing, and there are no outstanding agreement violations, the housing manager will enter into a new agreement with the remaining tenant.

66.2 One Ditidaht First Nation Member Tenant and One Non-Member Tenant

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Where one tenant is a Ditidaht First Nation member and the other tenant is not and the non-member will remain in the unit, the following will apply:

a) Where there are no Ditidaht First Nation member dependent children living in the rental unit, the non-member may remain in the rental unit for a period up to 180 days;
b) Where the non-member is the guardian of dependent Ditidaht First Nation member children living in the rental unit, the non-member may remain in the rental unit until either:
    i. The dependent children are no longer living in the unit. In such cases, policy 66.2 (a) will apply; or
    ii. After a Ditidaht First Nation member child living in the rental unit has reached the age of majority (18 years of age), that member child may apply to enter into a tenancy agreement subject to the child meeting the criteria of this housing policy (i.e., eligibility criteria). Where the housing manager enters into a tenancy agreement with the member child, the non-member spouse/parent/guardian may continue to occupy the home as an authorized occupant in accordance with this policy where the member child has agreed to this arrangement.

67.0 Death of a Tenant – Rental Unit

67.1 The rental unit is owned by Ditidaht First Nation and is not owned by the deceased tenant therefore no member of the tenant's immediate or extended family or dependents have a right of possession to the unit.

67.2 In the event of the death of a tenant who has signed the tenancy agreement, where there is a secondary tenant that is a Ditidaht First Nation member that has signed the tenancy agreement, the housing manager will complete a new tenancy agreement in the name of the remaining tenant.

67.3 Where there is no secondary tenant who has signed the tenancy agreement, the housing manager may transfer/assign the tenancy agreement to an authorized occupant. An authorized occupant is an individual who is listed as an authorized occupant on the tenancy agreement who is currently residing in the rental unit. The authorized occupant will:

a) Have confirmed their interest in assuming tenancy responsibilities for the unit;
b) Will be a Ditidaht First Nation member who is 18 years of age or older;
c) Will complete an application for rental housing and meet the eligibility criteria for rental housing as confirmed within the policy related to *Eligibility Criteria;* and
d) Will submit the request/application to the housing manager within 45 calendar days following the death of the tenant.

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67.4 Where there is more than one authorized occupant who wishes to remain in the rental unit, each will meet the requirements as noted in item 67.3. The housing committee will complete a review of the applications and determine which authorized and eligible occupant is best suited to retain tenancy and offer the rental unit to that individual.

67.5 Where there are no authorized occupants interested in retaining tenancy, the housing manager will provide a Notice to Vacate to all occupants remaining in the unit.

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SECTION C – PRIVATE OWNERSHIP

This policy relates to residential housing units that are located within Ditidaht First Nation lands that are privately owned by a Ditidaht member. This policy will confirm the responsibilities for privately owned residential units located within Ditidaht lands.

68.0 Land Ownership and Land Regulations

Ditidaht owns all property located within Ditidaht lands. Ownership of properties will be regulated according to the Ditidaht lands policies.

69.0 Homeowner Responsibilities

69.1 Homeowner Responsibilities – Elders

The homeowner is responsible for all the items noted in policy items 69.1 to 69.16; however, Ditidaht First Nation may provide assistance for some items as determined by Ditidaht First Nation.

69.2 Homeowner Responsibilities – Persons with Disabilities

69.2.1 A person with a disability is defined as any person who has (a) any degree of physical disability, b) a condition of mental impairment or a developmental disability or (c) a mental disorder, which substantially limits one or more of the major life activities of the person, as confirmed in writing by a certified medical practitioner.

69.2.2 The homeowner is responsible for all the items noted in policy items 69.1 to 69.16 however, Ditidaht First Nation may provide assistance for some items, as determined by Ditidaht First Nation.

69.3 General

A homeowner will:

a) Provide accurate information to Ditidaht First Nation as applicable; and
b) Comply with decisions of applicable Ditidaht First Nation Laws and by-laws, administration departments and Chief and Council as outlined in this policy.

69.4 Ditidaht First Nation Law and By-Laws

The homeowner is responsible to comply with all Ditidaht First Nation Law and By-Laws.

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69.5 Notification to Ditidaht First Nation for Housing-Related Matters

69.5.1 The homeowner is responsible to contact the housing department regarding any housing-related matters.

69.5.2 The homeowner is responsible to contact public works regarding any below-ground or servicing issues.

69.6 Confirmation of Household Composition – Emergency Preparedness

For the purpose of emergency preparedness (i.e., planning to ensure a swift and effective response in a community emergency), the homeowner will provide written verification of household composition (number/names of persons occupying the unit):

a) When there is a change in occupancy and/or
b) When requested to do so by the housing department.

69.7 Insurance

The homeowner is responsible to obtain and pay the cost of insurance such as building insurance (protection against property damage from risks such as fire, flood, etc.), third party liability and contents insurance.

69.8 Unit Maintenance and Repairs

The homeowner is responsible to arrange for and the pay the costs of unit maintenance and repairs.

69.9 Property (Yard and Grounds) Maintenance – Minimum Health and Safety Standards

69.9.1 Generally, the homeowner is responsible to keep the property surrounding the unit in a condition that meets reasonable health, cleanliness and sanitary standards. This includes, but is not limited to, keeping the property clear of:

a) Garbage (i.e. that has not been kept in a rodent-proof container);
b) Overgrown grass;
c) Animal waste;
d) Inoperable vehicles and/or vehicle parts;
e) Appliances and debris such as building materials;
f) Items that are not stored in a safe and clean manner;
g) Items that are decayed, deteriorated, demolished or in a state of disrepair; and
h) Any item that is confirmed to be hazardous material or a danger to the environment.

69.9.2 When the housing department is notified or becomes aware that the homeowner is not maintaining minimum standards, the housing department will complete an on-site visit to confirm whether the homeowner has failed to meet the requirements noted above.

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69.9.3 What is Ditidaht able to do to enforce this?

69.10 Utility Charges and Other Services

The homeowner is responsible to pay all charges for utilities including electricity, heat, hot water, propane, telephone, cable, internet and other services or any other amenities to which the owner may subscribe or install. Ditidaht First Nation is not responsible for any unpaid or terminated services.

69.11 Hydro Poles

The homeowner is responsible to maintain hydro poles related to the homeowner unit, including the responsibility to repair damage to the poles, etc.

69.12 Water Supply

69.12.1 Community Water Supply
Where the unit is connected to the community water supply, the homeowner is responsible for the care, use and maintenance of the water supply service from the water shut-off valve to the unit.

69.12.2 Well Water Supply
Where water to the unit is supplied by a well, the homeowner is responsible for the care, use and maintenance of the water supply.

69.13 Septic System

Where a septic system provided sewage for the unit, the homeowner is responsible for the care and use and of the septic system, including the septic/disposal field bed. Assistance related to pump-out of the septic system may be provided by Ditidaht First Nation.

69.14 Garbage and Waste Disposal and Recycling

The homeowner is responsible to follow the garbage/waste disposal and recycling schedules as provided for by Ditidaht First Nation.

69.15 Snow and Ice Removal

The homeowner is responsible for removal of snow and ice from driveways, walkways and other areas on the property to ensure safe access to the unit and property for Ditidaht First Nation and other service providers and for emergency vehicles.

69.16 Access to the Unit and Property/Land

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The homeowner is responsible to ensure reasonable road access to the unit and property/land is available at all times for provision of services (e.g., garbage collection) and for emergency vehicles.

70.0 Ditidaht First Nation Responsibilities

70.1 General

Ditidaht First Nation will ensure a healthy and safe environment on Ditidaht First Nation lands.

70.2 Water Supply

70.2.1 General
It is the responsibility of Ditidaht First Nation and/or the government of Canada to ensure safe drinking water.

70.2.2 Community Water Supply
Notwithstanding item 70.2.1, where the unit is connected to the community water supply, Ditidaht First Nation will be responsible for the water supply service from the water-main to the water shut-off valve.

70.2.3 Well Water Supply
Notwithstanding item 70.2.1, where water to the unit is supplied by a well, the homeowner is responsible for the care, use and maintenance of the water supply.

70.3 Septic Systems

Assistance related to pump-out of the septic system may be provided by Ditidaht First Nation subject to availability of funding.

70.4 Garbage Collection/Recycling

Ditidaht First Nation will arrange for household garbage collection and recycling services according to the collection/recycling schedule.

70.5 Snow Removal

Ditidaht First Nation will provide snow removal services for main roadways only.

71.0 Construction/Additions/Alterations on Homeowner Units and Property

The lands department has responsibility for all activities related to new construction, additions and renovations.

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72.0 Home-Based Business

72.1 Ditidaht First Nation Land/Zoning Laws

Ditidaht First Nation will have precedence over the direction provided within this policy item.

72.2 Submitting a Request to Operate a Home-Based Business

72.2.1 The homeowner unit and property are intended to be used only for the purpose of a private family residential dwelling.

72.2.2 A homeowner 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 and the lands department. The purpose of submitting a written request is for the housing and lands department to confirm the impact of the proposed business on Ditidaht First Nation and neighbouring tenants/residents; the impact will be considered as part of the review process. Examples of the impact of the proposed business include but are not limited to a business which may:

a) Increase the use of Ditidaht First Nation services, or services paid for by Ditidaht First Nation, such as water, sewer, garbage pick-up, road maintenance, etc.;
b) Require a business license and to ensure compliance with health and safety regulations;
c) Require the homeowner to purchase additional insurance to mitigate the risks associated with the home-based business;
d) Add visible signage, work areas, equipment storage; or
e) Increase the number of individuals in the community (i.e., overnight camping, bed and breakfast or short-term rentals).

72.2.3 The homeowner wishing to operate a home-based business will submit a written request to the housing department which will include the following:

a) The name of the homeowner, location of the unit for which the request applies, and current contact information (telephone, mailing address) of the homeowner;
b) A detailed description of the activities of the proposed business;
c) Where the business relates to short term rentals (i.e., camping, bed and breakfast, or other overnight accommodation), confirmation of the period that the rentals would be made available (i.e., year-round or seasonal rentals);
d) A description of the potential impact on the property (e.g., increase in use of Ditidaht First Nation services such as water, sewer and related costs) and property (e.g., signage, work areas, equipment storage) and surrounding

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area (e.g., increased traffic, parking, noise and disturbance to neighbouring properties); and

e) The request will be signed by the homeowner and dated.

72.2.4 Submission of a request to operate a home-based business does not guarantee approval.

72.3 Reviewing the Request to Operate a Home-Based Business

72.3.1 The housing department will consult with the lands department and will respond to the homeowner in writing within 14 calendar days following receipt of the request.

72.3.2 Ditidaht First Nation reserves the right to rescind/withdraw approval of the home-based business at any time.

73.0 Unit Unfit for Human Habitation (Condemned Unit)

A unit unfit for human habitation is a unit that has been confirmed by a qualified professional to be no longer fit for habitation or may pose an environmental hazard to the community.

73.1 Where Ditidaht First Nation identifies a unit that is no longer fit for habitation or may pose an environmental hazard to the community, they will arrange for an assessment of the unit by a qualified professional.

73.2 Where a qualified professional's assessment confirms the unit is no longer fit for habilitation or poses an environmental hazard to the community, the housing department will provide written notice to the owner, within 10 days of receiving the report, confirming the results of the assessment. The notice, which will include a copy of the assessment, will confirm that continued occupancy of the unit is not recommended in recognition of the confirmed health and safety issues.

73.3 The housing department will provide a copy of the assessment to Chief and Council who will determine the action to be taken based on Ditidaht First Nation laws and by-laws and action as recommended by Ditidaht First Nation legal counsel.

74.0 Pets

74.1 General

74.1.1 A homeowner will be responsible to ensure that their pet:

a) Is not a threat to Ditidaht First Nation, other tenants, the community or other animals;

b) Is under control of the owner, (i.e., leashed, tied or penned in secure area);

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c) When outside of the unit/property has a collar and name tag including the address of the tenant; and
d) Does disturb the enjoyment of other members or cause a nuisance to the neighborhood.

74.1.2 A homeowner will be fully responsible for any liability associated with any claims or actions for personal injury or property damage to any persons arising from or in any way attributable to their pet.

74.2 Dangerous Pet

74.2.1 A dangerous pet is defined as an animal that is kept on the premises by the homeowner or other occupant and the animal has:
a) Demonstrated behaviour that threatens the health and safety of the public; and/or
b) At least on one occasion, worried, attacked, injured or killed a person, or any other animal, or that is for any other reason determined to be a risk to any person, or any other animal.

74.2.2 Where the housing manager provides written notice to the homeowner that a pet is considered to be dangerous. The notice will confirm:
a) The behaviour that has demonstrated that the pet is considered dangerous and the date the behaviour was reported;
b) The dog must be kept on a secure leash or in a restricted area which will be constructed so as to prevent any escape by the dog and /or to prevent the entry of children; and
c) Whenever the dog is in a public place, the dog must be muzzled and kept on a leash at all times.

75.0 Vehicles

75.1 All vehicles will be parked within the area associated with the unit (i.e., not parked on side yards, public roadways or other Ditidaht First Nation land).

75.2 The homeowner will not keep or store more than one unlicensed vehicle (e.g., car, truck, motor homes, boat or house trailer, camper or any other type of vehicle whether operable or inoperable) on the rental property. The homeowner will maintain ICBC storage insurance on such vehicles.

76.0 Renting a Homeowner Unit

76.1 Renting a Homeowner Unit to a Ditidaht First Nation Member

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76.1.1 Ditidaht First Nation will have no authority over the rental terms established by a homeowner who rents their unit to a Ditidaht First Nation member.

76.1.2 Ditidaht First Nation will not intervene in disputes between a homeowner and their tenant regarding terms of the tenancy.

76.1.3 A person occupying a unit within Ditidaht First Nation lands must adhere to community laws, by-laws, and expectations.

76.2 Renting a Homeowner Unit to a Non- Ditidaht First Nation Member

76.2.1 A homeowner wishing to rent their unit to a non-member will submit a written request to the lands department to confirm their eligibility/conditions that must be met in order to do so.

76.2.2 A person occupying a unit within Ditidaht First Nation lands must adhere to community laws, by-laws, and expectations.

77.0 Sale and Transfer of a Homeowner Unit

The homeowner has the right to sell the unit under the following conditions:

a) The homeowner will notify the housing manager, in writing, that they intend to sell the unit;
b) The purchaser will be a member of Ditidaht First Nation; and
c) Where the homeowner has a Certificate of Possession for the land associated with the unit, the sale and transfer will meet the requirements of the Ditidaht First Nation Land Code.

78.0 Other Housing Programs and Services

78.1 A homeowner may be eligible to receive assistance with renovations through other programs administered by Ditidaht First Nation (e.g., Housing Support Program, CMHC's Residential Rehabilitation Assistance Program or ISC Capital Renovations), where funding is made available.

78.2 Ditidaht First Nation oversees CMHC and ISC renovation assistance and is required to follow the practices and policies of these federal government agencies. Given that CMHC and ISC policies change from time to time, this policy is subject to change.

78.3 Details on available programs and eligibility requirements are available through the housing department.

79.0 Survivorship

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Ditidaht First Nation will follow the federal government's Family Homes on Reserves and Matrimonial Interests or Rights Act regarding any questions, clarification requested, or appeal enquiries related to Ditidaht First Nation matrimonial real property.

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