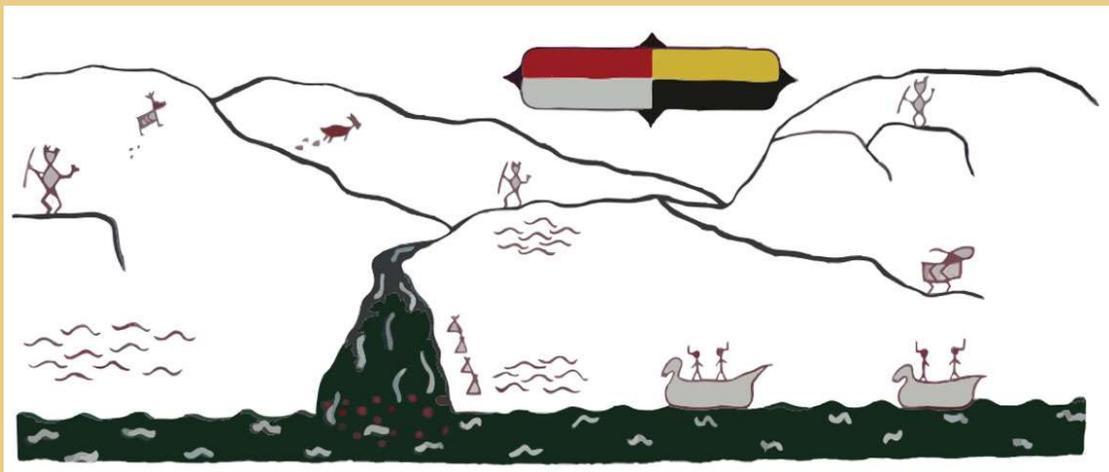


THE CROSSING PLACE HOUSING POLICY (DRAFT)



Date of last review: May 31st, 2023

Policy reviewed by: Chief and Council, Housing Committee, Directors, and
CEO

Created by: ZN Advisory

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THE CROSSING PLACE HOUSING SOCIETY | 2693 Siwash Road, Lytton, B.C.



THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

Table of Contents

INTRODUCTION	3
DEFINITIONS	3
BACKGROUND AND PURPOSE	5
SOCIETY GOVERNANCE.....	6
BOARD JOB DESCRIPTION	6
EQUITY, DIVERSITY, AND INCLUSION	7
CONFLICT OF INTEREST – DIRECTORS	8
MEETINGS AND ATTENDANCE	9
TENANT ABUSE	9
DISPUTE RESOLUTION	11
FINANCIAL REPORTING	11
BUDGET.....	13
CAPITAL FUNDS RESERVE.....	13
CASH HANDLING	14
PURCHASING.....	15
TENDERING	15
RECORD KEEPING	16
INSURANCE.....	17
EMERGENCY PREPAREDNESS AND RESPONSE	18
PROPERTY MANAGEMENT	19
CONDITIONS INSPECTION	19
UNIT INSPECTIONS	21
KEYS AND LOCKS	21
TENANT ALTERATIONS AND DECORATING	22
TENANT MAINTENANCE RESPONSIBILITIES.....	23
UNITS	24
TENANT REQUESTED REPAIRS.....	24
COMMUNITY ROOM AND KITCHEN RENTALS	25
USE OF LAUNDRY AND OUTDOOR COMMON AREAS.....	26
BUILDING AND GROUNDS	27

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

ENVIRONMENTAL CONTROLS.....	27
TENANT RELATIONSHIPS.....	28
TENANT APPLICATION & SELECTION.....	28
SECURITY DEPOSITS.....	30
PETS AND PET DAMAGE.....	30
RENT COLLECTION AND ARREARS	32
RENT INCREASE – MARKET UNITS	33
RENT SUBSIDIES.....	33
TENANT INVOLVEMENT & RELATIONS.....	34
PARKING	35
GOOD NEIGHBOUR.....	35
QUIET HOURS.....	36
GUESTS AND VISITORS.....	36
HOME-BASED BUSINESSES	37
INTER-TENANT CONFLICT RESOLUTION.....	38
OVER AND UNDER HOUSING.....	39
INTERNAL TRANSFERS.....	39
MEDICAL INFORMATION	40
DEATH OR MEDICAL EMERGENCY	40
AGING IN PLACE.....	41
TENANT NOTICE TO VACATE.....	42
EXITING	42
EVICTION.....	43
APPEALS.....	44

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

INTRODUCTION

DEFINITIONS

Policy Intent

To set out the definitions that will apply to this Policy.

Policy and Procedures

1. This policy manual is to be referred generally as the “Crossing Place Housing Society Policy Manual”, and within this document as the “Policy”.
2. In this Policy, unless the context otherwise requires:
 - a. “**Amenities Building**” means the dedicated facility within the Development that provides a range of supplementary services, facilities, and resources, including, but not limited to, a kitchen and community room;
 - b. “**BC Housing**” means the British Columbia Housing Management Commission;
 - c. “**Board of Directors**” or “**Board**” means the governing body of the Society;
 - d. “**Development**” means the housing development, constructed and operated by the Society;
 - e. “**Director**” means an individual who has been designated, elected, or appointed as a member of the Board of Directors of the Society;
 - f. “**Employment Standards Act**” means the *Employment Standards Act (British Columbia)*, R.S.B.C. 1996, c. 113 or any successor legislation;
 - g. “**Human Rights Act**” means the Canadian Human Rights Act, R.S.C., 1985, c. H-6 or any successor legislation;
 - h. “**Kanaka Bar**” means the Kanaka Bar Indian Band;
 - i. “**Operating Agreement**” means the Indigenous Housing Fund Operating Agreement between the Society and BC Housing, dated August 9, 2021;
 - j. “**Property**” means Kanaka Bar Lot 4, Lytton, British Columbia V0K 1Z0.
 - k. “**reasonable wear and tear**” means natural deterioration that occurs due to aging and other natural forces, where the tenant has used the premises in a reasonable fashion;
 - l. “**Residential Tenancy Act**” means the *Residential Tenancy Act (British Columbia)*, S.B.C. 2002, c. 78 or any successor legislation;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- m. “**residential unit**” or “**unit**” means a self-contained residential dwelling within the Development operated under this Policy Manual;
- n. “**Senior Manager**” means the individual appointed by the Society to direct, coordinate, and implement the Society’s initiatives.
- o. “**Societies Act**” means the *Societies Act (British Columbia)*, S.B.C. 2015, c. 18 or any successor legislation;
- p. “**Society Representative**” means an individual or entity appointed by the Society to act as an official representative of the Society.
- q. “**Society**” means the Crossing Place Housing Society; and
- r. “**tenant**” means the person or persons legally entitled to reside in a residential unit pursuant to a Tenancy Agreement;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

BACKGROUND AND PURPOSE

Policy intent

To set out the background for this Policy's and the Society's purpose.

Policy and Procedures

1. The Society and BC Housing entered into the Operating Agreement for the operation of the Development on the terms outlined in the Operating Agreement.
2. The purpose of this Policy is to provide a clear and comprehensive framework for the operation of the Society in the Development and management of housing projects. This policy aims to fulfil the Society's purpose to plan, develop, construct, hold, manage and maintain affordable housing for low-to-moderate income households with priority, but not exclusively, given to Kanaka households. More specifically, the following four core market areas:
 - a. Market 1: Kanaka Bar (residents and members – on and off reserve) who have a need for affordable housing;
 - b. Market 2: Other Indigenous communities in the Fraser Canyon who share similar affordable housing challenges as Kanaka Bar;
 - c. Market 3: Residents of other communities in the Fraser Canyon which have a demonstrated need for affordable housing; and
 - d. Market 4: Urban 'escapees', also known as Nlaka'pamux Nation members who seek the opportunity to return to the Nlaka'pamux Traditional Territory.
3. This Policy will continue to be updated, from time to time, as new concerns are identified, and new policies are established to address these concerns.
4. This Policy will conform to, be interpreted, and applied in accordance with, and will not contravene the Society's constitution and bylaws, the Operating Agreement, the Kanaka Bar Indian Band Housing Policy, and any other applicable Kanaka Bar policy (each a "**Kanaka Bar Policy**"), the *Societies Act*, the *Employment Standards Act*, the *Human Rights Act*, the *Residential Tenancy Act*, and any other applicable laws, to the extent applicable hereto or otherwise to the operations of the Society.
5. For greater certainty, in the event of a conflict or inconsistency between the terms and conditions of this Policy and the terms and conditions of any Kanaka Bar Policy, the terms and conditions of the Kanaka Bar Policy will prevail to the extent of the conflict or inconsistency.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

SOCIETY GOVERNANCE

BOARD JOB DESCRIPTION

Policy Intent

To make clear the role, duties, and authority of the Society's Directors.

Policy and Procedures

1. The Directors will act in accordance with the Society's by-laws and the *Societies Act*, and in the best interests of the Society while performing their duties with the care and skill of a reasonably prudent person.
2. The Board is responsible for the overall governance and direction of the Society. The Board carries out this responsibility by:
 - a. creating policies that align with the Society's operational decision-making, tenant relations, and property management procedures and policies;
 - b. setting strategic goals and objectives and evaluating progress toward their achievement, and periodically reviewing and revising the Society's mission, values, and vision;
 - c. monitoring the financial health of the Society and taking corrective action, if necessary;
 - d. hiring, evaluating, advising, and terminating the Society Senior Manager (the "**Senior Manager**");
 - e. organizing, running, and recording Society meetings and general meetings; and
 - f. representing the Society in the public, the media, and sectoral organizations.
3. The Board may delegate any part of its authority to committees of its members if it thinks fit, but the Board remains responsible for the actions of any committee.
4. Each Director will:
 - a. attend regular Board meetings and special board meetings if called;
 - b. actively participate in Board discussions and strategic planning sessions;
 - c. stay well-informed on the affairs of the Society in order to exercise good judgment in making Board decisions;
 - d. air their opinions frankly but support Board decisions once they are made;
 - e. maintain the confidentiality of *in camera* Board discussions;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- f. comply with the Society's policies;
 - g. immediately disclose in writing to the other Directors and BC Housing of the existence of any direct, indirect, or perceived conflict of interest; and
 - h. adhere to the highest legal and ethical standards in exercising the powers and performing the functions of a Director.
5. Directors will not be remunerated for the work they do as Directors of the Society. However, Directors may be reimbursed for necessary and reasonable expenses incurred while acting on behalf of the Society.
 6. Board meetings may take place once a month, quarterly, and annually or as Directors see fit.
 7. Questions arising at a meeting of Directors will be decided by a majority vote. Each Director is entitled to one vote.
 8. Directors are appointed for a 4-year term. If there is no successor appointed the person previously appointed will continue to hold office for a new 4-year term pursuant to section 5 of the Society's bylaws, as amended from time to time.

EQUITY, DIVERSITY, AND INCLUSION

Policy Intent

To document the Society's intentional commitment to apply an equity lens to the Society's mission, values, and operations.

Policy and Procedures

1. The Society will ensure that relationships with tenants are respectful, and that procedures and decisions that affect services are fair, equitable, and ethical.
2. The Society will provide an environment for tenants and staff that is free of discrimination on the basis of Indigenous identity, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, age, or lawful source of income.
3. While diversity and inclusion are outcomes, equity is a process. The Society acknowledges that not all individuals start in the same place or have the same opportunities because of systemic barriers and disadvantages. The Society will engage in a process to identify and make necessary changes to ensure that people with marginalized identities can grow, contribute, and develop.
4. The Society recognizes the right of every individual to be treated with respect and dignity and will deliver its services in a way that is sensitive and responsive to cultural differences among tenants.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

5. The Society will promote the full and free participation of all individuals in tenant programs and activities. The Society will encourage cross-cultural understanding and respect for diversity among all stakeholders in the Society.
6. The Society has a zero tolerance for racial, cultural, or class prejudice against anyone a part of the Society.

CONFLICT OF INTEREST – DIRECTORS

Policy Intent

To define what constitutes a conflict of interest for Directors and describe Director's obligations respecting conflicts of interest.

Policy and Procedures

1. Any Director is in a conflict of interest when the Director has a direct or indirect material interest in a matter to be considered by the Board, including but not limited to a Director:
 - a. who could benefit from a contract or transaction with the Society;
 - b. who could indirectly benefit (such as through an immediate family member) from a contract or transaction between the Society and an immediate family member or company in which the immediate family member has an interest;
 - c. who could benefit personally, in a way generally unavailable to others, from any decision of the Board, or as a result of any confidential information they receive as a Director; or
 - d. who serves as a director, officer, or employee of another organization whose interests are conflicting or competing with those of the Society.
2. Unless a conflict is significant, ongoing or both, the Director in conflict is not required to resign from the Board but will:
 - a. disclose the conflict fully and promptly including the nature and extent of the Director's interest to the Society and BC Housing
 - b. not participate in any discussions regarding the matter;
 - c. leave the Directors' meeting prior to the Directors discussing or voting on the matter;
 - d. abstain from voting on the matter and any matters related to it; and
 - e. refrain from any action intended to influence the discussion or vote.
3. Any Director who is in a significant or ongoing conflict, or both, between their personal

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

interests and the interests of the Society will remedy the conflict within thirty (30) days from the day the conflict arises. If the Director cannot remedy such conflict within thirty (30) days, the Director will resign from the Board.

4. A Director will disclose to the Society and BC Housing any situation that may give the appearance of a conflict of interest and the Board will treat the perceived conflict in the same manner as an actual conflict.
5. The Directors will record a Director's disclosure of a conflict of interest in the minutes of the meetings of the Directors' or minutes of the relevant committee of the Society.
6. Directors' relatives may be employed by the Society if there is no direct working or reporting relationship between the employee and the Board. If a Director's immediate family member or relative is proposed to be appointed as a new Director or hired by the Society, the Director will disclose the conflict. A Director will not participate in a hiring decision if a relative has applied for the position.
7. Where a Director is a resident of one of the Society's rental units, the Director is considered to be in a conflict of interest only if the results of a Board decision would affect or appear to affect the resident-Director personally in a way that would not apply to other tenants.
8. For the purposes of this section, "Immediate family member" means mother, father, spouse, brother, sister, son, daughter, niece, nephew, grandparent, or grandchild.

MEETINGS AND ATTENDANCE

Policy Intent

To set out the Society's expectations of directors regarding attendance at Board meetings.

Policy and Procedures

1. All Directors are expected to attend meetings on time and be prepared to discuss the business on the agenda for the meeting.
2. It is recognized that Directors may be unable to attend some meetings due to conflicts with other commitments or unforeseen circumstances. In the event a Director is unable to attend a Board meeting, that Director will make reasonable efforts to advise the other Directors in writing of their absence, preferably 24 hours prior to the Board meeting.

TENANT ABUSE

Policy Intent

To help identify signs and types of abuse and create an environment for tenants that is free of abuse or neglect by the Society's Board, Directors, managers, or representatives.

Policy and Procedures

1. "**Abuse**" means any act or omission by a Society Representative, tenant or other individual

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

that may result in physical, emotional, financial, spiritual, or mental harm to the other person, including neglect.

2. Types of abuse may include:
 - a. **Physical:** the use of physical force against someone in a way that injures or endangers that person.
 - b. **Sexual:** when someone is forced to participate in unwanted sexual activity.
 - c. **Mental or Emotional:** when a person uses words or actions to control, frighten, or isolate someone or take away their self-respect.
 - d. **Financial:** the illegal or unauthorized use of someone else's money or property. This may also include pressuring someone for money or property.
 - e. **Spiritual:** the restriction, loss, or attacking of a person's spiritual practices, customs, or traditions and using religious or spiritual beliefs to exploit them.
3. The Society will not tolerate any form of abuse by tenants.
4. If the Society has reason to believe that a child or youth under 19 years of age has been or is likely to be abused or neglected, and that their parent is unwilling or unable to protect the child or youth, the Society will report the case to the Kanaka Bar Indian Band's social worker.
5. Anyone who witnesses tenant abuse or neglect, no matter by whom, should report the incident to the Society.
6. If the Society intends to investigate an abuse case, the Society will consult with legal counsel prior to commencing any investigation.
7. When an individual is reporting potential abuse, they should consider and report to the Society:
 - a. the victim's name and location;
 - b. whether there are any immediate concerns about the victim's safety;
 - c. why they believe the victim is at risk;
 - d. any statements or disclosures made by the victim;
 - e. the victim's age and vulnerability;
 - f. information about the victim's family, friends, and the alleged offender;
 - g. information about others who may be at risk;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- h. whether they know of any previous incidents involving, or concerns about the victim;
- i. information about other persons or agencies closely involved with the victim;
- j. information about other persons who may be witnesses or may have information about the victim;
- k. information about the nature of the victim's disabilities, mode of communication, and the name of a key support person; and
- l. any other relevant information concerning the victim, such as language or culture.

DISPUTE RESOLUTION

Policy Intent

To encourage individuals to resolve disputes mutually in an expedient and fair manner. Nothing in this policy is intended to replace or discourage parties from making an application for dispute resolution under British Columbia's *Residential Tenancy Act*, at any time.

Policy and Procedures

1. The Society is committed to, wherever possible, attempting and facilitating a mutual resolution of a dispute with all involved parties.
2. The Society will ensure that relationships with tenants are respectful, and that grievances are dealt with in a fair and equitable manner.
3. Any person with a dispute or issue is encouraged to first attempt to resolve the issue directly with the parties involved using the following process:

Step 1: the involved parties meet within 14 days of the dispute or issue arising and attempt to verbally resolve the dispute or issue between them.

Step 2: If the dispute or issue is not satisfactorily resolved under Step 1, the parties submit the dispute or issue, in writing, to the Society, within 7 days after completion of Step 1. The written dispute should state the nature of the complaint, include a description of attempts at resolution so far, and what both parties think would be a satisfactory resolution.

Step 3: If the dispute is not satisfactorily resolved under Step 2, the parties are encouraged to consider utilizing the services of a professional mediation service (for example, those provided by Mediate BC: <https://www.mediatebc.com/contact-us>).

FINANCIAL REPORTING

Policy Intent

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

To make clear the Society's expectations regarding the frequency and content of financial reports.

Policy and Procedures

1. The Senior Manager will be responsible for the day-to-day financial recording and reporting of the Society, whereas the Board will be responsible for the overall financial governance of the Society.
2. The Senior Manager will provide financial reports to the Directors monthly, quarterly, and annually together with explanations of any variances greater than 5% from budgeted amounts. The financial reports will include:
 - a. a statement of revenue and expenses for the year to date and any variances from budgeted amounts;
 - b. a list of all funding sources used by the Society;
 - c. a statement of cash flows;
 - d. a list of vacant units and the length of time they have been vacant;
 - e. a report on any rents in arrears;
 - f. any expenditures made or payable from the reserve fund(s); and
 - g. a list of any upcoming major expenditures or other financial risks.
3. The Board will meet monthly to examine financial results, vacancy losses, and rent arrears for the year to date and compare them to budgeted amounts. When necessary, the Board will act to correct minor variances.
4. The Society will appoint an auditor of the Society who is not a member of the Society. The Society will cause the auditor to audit their financial statements in accordance with Canadian Generally Accepted Auditing Standards and express an opinion on those financial statements. The audited financial statements will include a separate Schedule of Revenue and expenditure for each service provided by the Society in a format approved by BC Housing.
5. The Board will present audited financial statements to the members of the Society at the Annual General Meeting (“**AGM**”), which will be held within three months of the end of each fiscal year. The audited financial statements will be prepared in accordance with Canadian Generally Accepted Auditing Standards accounting standards and finance requirements outlined in the Operating Agreement.
6. The Board will provide the audited financial statements and finance requirements outlined in the Operating Agreement to BC Housing within four months after the end of each fiscal year.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

BUDGET

Policy Intent

To establish a process for setting and monitoring revenue and expense targets that will meet our obligations, provide our tenants with reasonable services, and preserve the value of our assets.

Policy and Procedures

1. The Senior Manager is responsible for preparing the Society's annual operating and capital budgets and presenting them to the Board for review and approval.
2. Budgets will be presented to the Board for approval at least 5 months before the fiscal year-end and sent to BC Housing at least 4 months before fiscal year-end for approval.
3. The Society's annual budget submission to BC Housing will show the anticipated gross rentals and other residential revenues for the Development together with all anticipated operating expenses, including utilities, supplies, insurance, wages and administrative fees, replacement of capital items, and maintenance and repair costs.
4. Board approval of a draft budget authorizes the Society to take the budget to the appropriate funding agency for discussion, negotiation, and approval by that respective funding agency.
5. Total annual expenditures in any budget category **will not exceed the approved amount by 10% or \$1,000, whichever is less**, without the prior approval of the Board.

CAPITAL FUNDS RESERVE

Policy Intent

To establish and administer a capital reserve fund for the replacement of capital items, as required by the Operating Agreement.

Policy and Procedures

The Society will fund a capital fund reserve that will be used to purchase and replace major capital items and building components. The minimum annual contribution to the fund will be the amount outlined in the Society's approved annual operating budget.

1. The Society will establish a plan for funding the capital fund reserve within two years from the date on which the Development is deemed substantially complete and fit for occupancy (the "**Capital Plan**"). The Society will provide the Capital Plan to BC Housing.
2. Board approval of the Capital Plan will authorize the Society to set aside the required amount from each year's operating budget, including a monthly contribution amount.
3. The Society will review and, if necessary, revise the plan at least every 5 years (the "**Updated Capital Plan**"), based on an inspection of the items included in the Capital Plan. The Society will review and update the Capital Plan by obtaining a building condition assessment every 5 years. The Capital Plan will be cast out 30 years.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

4. The Society will submit any Updated Capital Plan to BC Housing.
5. The Society will only expend capital funds to pay for repairs and replacements to the Development in accordance with the Capital plan; or to make other payments approved by BC Housing.
6. The Society will replace from the fund any item included in the Capital Plan:
 - a. whose condition makes a unit unmarketable; and
 - b. whose repair cost will exceed 50% of its replacement cost.
7. The replacement of items will be done whether or not a unit is turning over, as long as the tenant living in the unit did not cause the condition by willful damage.
8. The capital fund reserve will be funded through contributions from BC Housing as outlined in the operating budget and additionally supported through options such as other government incentive programs, debt financing, or other income streams the Society allocates to the capital reserve fund.
9. To manage the capital reserve fund, the Society will keep a record of its assets' useful life, replacement cost, and purchase schedules for items covered by the reserve.

CASH HANDLING

Policy Intent

To outline the circumstances under which the Society will accept cash as payment and to establish guidelines for its security and control.

Policy and Procedures

1. If rent or any other charges are paid in cash, the Society will provide the tenant with a receipt.
2. Any cash received by the Society will be deposited into the Society's [X] account as soon as possible.
3. All cash kept by the Society will be securely stored in a locked storage container that is accessible only by the Society's staff or representatives.
4. The Society may maintain a petty cash amount not exceeding \$200 from which they may reimburse individuals for legitimate out of pocket expenses incurred on behalf of the Society.
5. Claims for the petty cash fund must be verified with a receipt, and the Society must keep a copy of the receipt and a log outlining the details of the expenditure or reimbursement.
6. Petty cash fund should be balanced and replenished every week. In other words, the Society's cash in hand plus receipts in the fund must total \$200.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

PURCHASING

Policy Intent

To set out appropriate purchasing methods for goods and services of different amounts, ensure adequate controls over the Society's spending and provide for the security of its funds while allowing administrators to conduct Society business efficiently.

Policy and Procedures

1. The Society's signing officers will be its Directors.
2. Anyone authorized to spend money on the Society's behalf may spend up to \$50 and receive reimbursement from petty cash. Any expenditure over \$50 will be paid for by cheque, the Society's credit card, or e-transfer.
3. Extraordinary unbudgeted expenditures over \$500, or any expenditures from the capital reserve fund, require the approval of the Board.
4. All other purchases will be made in the following ways:
 - a. by purchase order or letter to the supplier for amounts of \$0.00CAD to \$500CAD;
 - b. by purchase order or letter to a selected supplier after having received at least three verbal or written quotes on the item(s) or job for amounts greater than \$500CAD but less than \$10,000CAD.
 - c. by issuing an invitation to tender to at least three suppliers and entering into a written contract with the selected supplier for amounts of \$10,000CAD or more.
5. All cheques will require two authorized signatories.
6. Each expenditure will provide a clear audit trail, with all cheques, electronic transfers, and credit card payments cross-referenced to the appropriate invoice or purchase order.

TENDERING

Policy Intent

To establish a process for tendering contracts for work undertaken by firms or individuals with whom the Society does not have an employer-employee relationship and to govern the administration of such contracts.

Policy and Procedures

1. Any work that the Society expects will cost more than **\$10,000**, and which cannot be self-performed, will be advertised and put to public tender.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

2. The Society's board, in collaboration with the Senior Manager, will develop and approve a list of criteria to judge all bids. As an example, the following criteria could be used by the Society:

CRITERIA	EXPLANATION	WEIGHT
Pricing	Prices, fees, rates, and expenses for the work to be done	40%
Experience	Relevant experience and performance within the during the past three (3) to five (5) years	25%
Qualifications	Methodology and approach, schedule of milestones, expected deliverables, reports, etc.	25%
References	Provide three (3) references, referring to services of similar application and complexity	10%

3. For all work to be tendered by the Society, the advertisement will include a clear description of the work to be done, an explanation of what information must be included with the bid, and detailed technical specifications and drawings, where applicable.
4. For construction jobs worth **more than \$50,000CAD** the Society will adopt a standard industry contract (e.g., CCDC2) that will include, at a minimum:
- scope of work to be undertaken and the total price;
 - methods of evaluating the work;
 - deadlines for completion or, where the work is ongoing, frequency of service;
 - a payment schedule;
 - provisions for 10% lien and deficiency holdbacks, if applicable;
 - methods for resolving disputes;
 - proof of contractor's liability insurance;
 - registration with WorkSafe BC; and
 - bonding, if the Board considers it necessary.
5. The Board will review contracts for the ongoing provision of services annually and may re-tender such contracts at their discretion. Contracts under and including **\$50,000CAD** may only be approved by the Senior Manager and anything over **\$50,000CAD** will require Board approval. The Society will obtain legal advice on any contract over **\$25,000CAD**.

RECORD KEEPING

Policy Intent

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

To provide a framework for the retention and disposal of the Society's documents and official records, in accordance with applicable laws, and to ensure that such information is not retained beyond the period required to fulfill the purpose for which it was collected or developed.

Policy and Procedures

1. The Society will comply with applicable requirements for privacy and consent, information management, and document retention under the *Personal Information Protection Act*, *Information Management Act* and *Societies Act* of British Columbia.
2. The Society will indefinitely maintain corporate documents including the Certificate of Incorporation, Constitution, By-Laws and amendments, Statements of Directors and anything received from BC Registry.
3. The Society will maintain governance documents including Board and committee minutes, and minutes from a general meeting of the members for a period of ten years from the date of creation or alteration or until the governance document is no longer relevant to the Society's activities, whichever is longer.
4. The Society will securely and transparently maintain all general records including operational records, administrative records, applicant and tenant records, and financial records for a period of seven years in physical form, and indefinitely in digital form.
5. A tenant may request in writing to review their files and upon such written request the Society will provide related documentation within the tenant's file to the tenant in a timely manner.
6. If any records are subject to potential claims, then the Society will preserve those records until legal counsel determines the records are no longer needed.

INSURANCE

Policy Intent

To ensure that the Society always has adequate insurance for its Directors and officers, buildings, land, and other property to protect against loss and liability claims.

Policy and Procedures

1. The Board is responsible for ensuring that the Society's buildings and other property are insured to their full replacement cost and that the Society's liability policy will adequately cover foreseeable claims.
2. At a minimum, insurance coverage on the Property and Development must conform with the requirements of BC Housing pursuant to the Operating Agreement. The Board may, at its sole discretion, choose to obtain additional coverage against earthquake, flood, rental income, extra expenses, business interruptions and crime.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

3. The Society will obtain sufficient insurance in compliance with the requirements outlined in Schedule G of the Operating Agreement.
4. The Board is responsible for ensuring adequate Directors' and officers' insurance, and commercial general liability insurance. The Board will review all insurance policies on an annual basis and such insurance policies may be re-tendered if the Board deems it necessary. The Board will have the final say on what insurance coverages and provider best suit the Society's needs by considering deductibles, premiums, claims, promptness, and customer service.
5. Tenants will obtain their own tenant's insurance policy to cover their contents, liabilities, and living expenses in the event of a loss. The tenant is required to send to the Society proof of insurance on an annual basis, based on the tenant's move in date. Failure to provide proof of insurance will result in eviction.
6. If there is a need to make a claim, other than a claim against tenant insurance policy, the Society will contact the insurance provider and follow the steps outlined by the provider. All claims under the tenant insurance policy will be the responsibility of respective tenant.

EMERGENCY PREPAREDNESS AND RESPONSE

Policy Intent

To ensure that the Society and its tenants can respond quickly and appropriately to emergencies and prevent them, where possible.

Policy and Procedures

1. Every building will have a fire and emergency plan for evacuating and protecting tenants in case of fire or other emergencies (the "**Plan**"). The Plan will be posted online and shared with tenants during the orientation.
2. The Society will keep necessary emergency supplies, including food and water, in the Amenities Building, for short-term use if a natural disaster cuts off services and utilities. Tenants are encouraged to keep their own supplementary emergency supplies.
3. The Society will ensure all fire alarms, smoke detectors, fire extinguishers, and other fire safety equipment comply with applicable codes and standards and cause them to be inspected at least annually to ensure they are in working order. Tenants will not de-activate smoke or fire alarms or otherwise tamper or interfere with any fire safety equipment; any tenant's violation of this obligation may result in their eviction.
4. Storage of flammable materials by either the tenants or the Society will conform with FireSmart BC. Nothing will be stored in a way that might invalidate Society's insurance policies.
5. The Society will provide tenants with a telephone number to call in case of emergencies,

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

including urgent repairs. If attempts to reach someone at that number fail, tenants may call for emergency repairs themselves and will be reimbursed for the reasonable cost of the repairs, if the problem was legitimately an emergency. As per the *Residential Tenancy Act* for a repair to be considered an emergency, it must be:

- urgent;
- necessary for the health or safety of people or property; and
- made for the purpose of repairing one of the following:
 - major leaks in pipes or the roof;
 - damaged or blocked water or sewer pipes or plumbing fixtures;
 - the primary heating system;
 - damaged or defective locks that give access to a rental unit; or
 - the electrical systems.

PROPERTY MANAGEMENT

CONDITIONS INSPECTION

Policy Intent

To ensure that units are in a rentable condition when a new tenant moves in and responsibility for any damage is properly assessed.

Policy and Procedures

1. The Society and a new tenant will inspect the condition of the unit at both the beginning and the end of a tenancy as per the *Residential Tenancy Act*.
2. At the beginning of tenancy, the Society Representative and tenant will conduct a move-in inspection. Within seven days of the end of such inspection, the tenant will be provided a copy of the move-in condition inspection report and a copy of it will be filed in the Society's records.
3. When a tenant gives notice that they intend to vacate their unit, the Society Representative will conduct an inspection of the unit with the tenant present using a move-out condition inspection report and note any damage beyond reasonable wear and tear. The Society Representative will bring a copy of the condition inspection report from the move-in inspection. The Society will provide the tenant with a copy of the move-out condition inspection report within seven days of the inspection.
4. The outgoing tenant will:
 - a. sign the move-out condition inspection report and agree that any unrepaired damage and unfinished cleaning can be deducted from their security deposit; or
 - b. indicate their intention to dispute any part of any deductions before an arbitrator at the Residential Tenancy Branch.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

5. The Society will keep all or part of a security or pet deposit under the following circumstances and will repay the deposit in every other situation:
 - a. if there is damage beyond reasonable wear and tear and the tenant agrees to an amount of compensation in writing;
 - b. if the Society applies for dispute resolution to keep all or part of the deposit and is awarded an amount by an arbitrator; or
 - c. if the tenant moves out, does not have online banking, and does not provide a forwarding address in writing within one year of moving out.
6. If a tenant acquires a pet with the Society's permission, the Society will conduct a dedicated condition inspection at or within a reasonable period of time that the tenant acquires the pet.
7. Condition inspections will be arranged between the Society and the tenant on a mutually agreed upon date and time between 8:00am and 9:00pm. The Society will offer the tenant at least two opportunities to complete a move-in condition inspection. If the tenant does not accept the Society's first offer, the Society will provide the tenant a Residential Tenancy Branch Notice of Final Opportunity to Schedule a Condition Inspection form. The tenant may ask another individual to attend the condition inspection on their behalf. Inspections will be conducted as per industry standards and in line with *Residential Tenancy Act*.
8. If the tenant is not present for the condition inspection at the agreed upon time, the Society must wait at least 15-minutes after the scheduled time of the condition inspection for the tenant to arrive, unless the tenant has made successful contact with the Society and arranged for a later time.
9. If the Society does not give the tenant the chance to participate in a move-in condition inspection, or does not provide the tenant with a copy of the inspection report within seven days of the inspection, the Society will lose the right to claim against the security or pet damage deposit to the rental unit.
10. If the tenant or an individual acting on behalf of the tenant is not available after two or more attempts to schedule an inspection, the Society may perform the condition inspection the day the tenant(s) move out with or without the tenant being present. If the tenant does not take part in a move-in condition inspection, they lose the right to dispute any damage that occurs during their tenancy, and may lose the right to the return of the security or pet damage deposit. The Society will mail or email the tenant the condition inspection to sign and send back for the Society's records.
11. If there is noticeable damage to a unit during an inspection, it will be documented on the condition inspection report and pictures will be taken of the damage for the Society's records. The pictures will be kept with the condition inspection records in the tenant and property files.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

UNIT INSPECTIONS

Policy Intent

To set a standard for frequency and quality of unit inspections that will supply information for maintenance scheduling and budgeting.

Policy and Procedures

1. The Society will carry out or cause to be carried out preventive annual maintenance inspections on all units.
2. The Society will send written communication to tenants requesting the tenants' consent to enter units for the purpose of annual maintenance inspections on a proposed date and approximate time from 8:00am – 9:00pm. The Society will provide this written request at least 30 days in advance of the proposed inspection. Tenants who fail to respond to the written communication will be given 72 hours' written notice of the Society's intent to enter the unit to conduct an inspection. The Society will abide by Section 29 of the *Residential Tenancy Act* for entering a residential unit.
3. The Society Representative will provide proper identification before entering the unit.
4. In addition to regular unit inspections, the Society may also conduct special inspections after giving the required notice pursuant to Section 29 of the *Residential Tenancy Act* to:
 - a. schedule the replacement of capital items;
 - b. assess the need for repairs;
 - c. determine if tenants have abandoned the unit; or
 - d. for any other reasonable purpose.
5. Unit inspections will follow the same inspection criteria as outlined on the move-in and move-out condition inspection forms. The Society will fill out this form and provide a copy of the completed form to the tenant.
6. If there is damage to the unit or repairs are required, the Society will prepare a repair or replace schedule with the tenant. If the repair or replacement is determined to be caused by the tenant beyond reasonable wear and tear, the tenant will be responsible for the associated repair or replacement costs.

KEYS AND LOCKS

Policy Intent

To balance the Society's right to enter units and maintain security with tenants' right to privacy.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

Policy and Procedures

1. The Society will issue two keys to each tenant for their unit and two keys (or access codes) to common areas. A tenant may request additional unit keys for family members, but keys to common areas will not be copied. A tenant may make a request to change locks or replace lost keys by contacting the Society directly in writing and will include a reason for the request.
2. The Society or Society Representative will hold a master key, which will only be used to admit tenants to their units, with the tenants' prior written consent, in the case of emergencies, or in accordance with the *Residential Tenancy Act*.
3. If tenants are locked out of their units, they may contact the Society Representative to be let into their units. If the keys are lost and tenant requires new keys, the Society will charge the tenant:
 - a. the cost of replacing lost keys, unless the Society changed the locks or other means of access for a reason besides a request of the tenant; and
 - b. the cost of supplying additional keys requested by the tenant.
4. A tenant will not change their locks without the prior written permission of the Society.

TENANT ALTERATIONS AND DECORATING

Policy Intent

To provide guidelines for tenants who wish to personalize their homes and for evaluating their requests to do so.

Policy and Procedures

1. Tenants may attach pictures, paintings, shelving, and other objects to walls but will be responsible for filling excessive holes and repairing any damage caused by such attachments.
2. Tenants who wish to paint their own units must have the colour and painter approved in writing by the Society. The Society has the right to repaint any unapproved painting at the tenant's sole expense.
3. Any exterior or interior improvements, including carpeting, flooring, doors, windows, fences, or patio enclosures, must be approved in writing by the Society before any work begins. The finished work will be inspected by the Society and if any work is not done to Society's satisfaction, the tenant will be provided a notice to remove such work within 14 days. If the work is not removed in 14 days, the Society may remove such work at the tenant's sole expense.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

4. Tenants must obtain the Society's written approval of the to place or attach any radio, satellite, or television equipment or any other object on the outside of their unit or anywhere within the Development or the Property.
5. Any structural changes to the units or any other part of the Development or Property require the Society's written approval through the Board.
6. Tenants will not add to or alter the structure of the exterior or the interior of their unit and may not put up any outside building or structures, including fences, that change the design or appearance of the grounds or building.
7. The Society will consider all written requests for tenant alterations with a view to creating an environment of inclusive and welcoming housing.
8. The Society may request reasonable changes to units if there is health or safety concerns, but the Society will strive to balance the needs and living preferences of the tenants with all applicable health and safety standards.

TENANT MAINTENANCE RESPONSIBILITIES

Policy Intent

To encourage tenants to take pride in their homes and maintain their units and surroundings.

Policy and Procedures

1. Tenants will maintain ordinary health, cleanliness, and sanitary standards throughout the rental unit or site, and any shared areas.
2. Tenants will make a reasonable effort to prevent damage in and around their units by taking practical and common-sense steps.
3. Tenants will be responsible for repairing damage caused by their own acts or negligence and the acts or negligence of their guests, but will not be responsible for reasonable wear and tear.
4. Tenants will promptly report damage in and around their units to the Society and request repairs to avoid further damage. The tenant will immediately report the following damages to the Society: leaks; mould; structural issues that create safety concerns; issues with the heating or electric systems; and damaged or defective locks.
5. Tenants will keep their units and private outdoor areas clean and free of hazards. Tenants will not store propane or other flammable materials in their units. A tenant will not use patios or balconies for storage.
6. Tenants should wash their own windows inside if they can reach them safely.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

7. Tenants will leave their units clean and in good condition when moving out.
8. The use of the move-in conditions inspection form will be used as guide for documenting and repairing tenant-caused damages.

UNITS

Policy Intent

To clarify what constitutes an acceptable state of habitability in individual units and to guide the enforcement of standards and the prioritizing of needed repairs.

Policy and Procedures

1. The Society will maintain units to ensure their continuing rentability as well as for the health, safety, and comfort of tenants.
2. The Society will ensure that appliances, equipment, and furnishings supplied by the Society are in working order and useable condition.
3. The Society will replace appliances, equipment, and furnishings supplied by the Society according to a schedule in the Capital Plan unless extraordinary wear or damage requires early replacement. The Society may seek to recover costs for repairing or replacing appliances, equipment, or furnishings caused by a tenant other than by reasonable wear and tear.
4. If a unit or a units' components are not fulfilling their purpose, then the unit or units' component may be in an unacceptable condition and require repair or replacement.
5. A tenant will report to the Society for further assessment any aspect of the unit that may affect tenant health, safety, or comfort.

TENANT REQUESTED REPAIRS

Policy Intent

To set up a fair and equitable way to prioritize tenants' requests for repairs to their units.

Policy and Procedures

1. This Policy applies only to maintenance and repairs that have not already been planned as part of the Society's obligation to keep the Property and Development in good condition and suitable for occupation by tenants.
2. Tenants who want work done to their unit that has not already been scheduled by the Society will submit a written request to the Society indicating the type of work requested and its urgency.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

3. Emergency repairs, as per the *Residential Tenancy Act*, are the only unscheduled repairs the Society will perform or cause to be done without written requests.
4. The Society will post a notice or give to a tenant in writing the name and telephone number of a person the tenant is to contact for emergency repairs.
5. The Society will prioritize repair requests by considering the order in which they were received, the urgency of the work requested, the complexity of the work, and other pending work.
6. The Society will determine the priority of tenant requests after viewing the unit and assessing the scope and urgency of the required work.
7. The Society will obtain the tenant's consent to maintenance personnel accessing the tenant's unit once the maintenance work is confirmed.

COMMUNITY ROOM AND KITCHEN RENTALS

Policy Intent

To establish guidelines for the use of community room and kitchen at the Amenities Building.

Policy and Procedures

1. Tenants may request to rent out the community room, including the kitchen, by contacting the Society in writing or over the phone with the desired times and date and purpose. The community room will be available to rent from 5:00p.m. to 9:00p.m. on Sunday-Thursday and 8:00am to 9:00p.m. Friday and Saturday.
2. Tenants will ensure safe and reasonable use the community room and kitchen by the households' members and guests when renting the community room or kitchen.
3. The community room is primarily for use by tenants for meetings and social events. Tenants may rent the room for private parties, but may not rent it for their business activities.
4. Tenants who rent the community room for private parties will be responsible for cleaning and returning the community room to the same condition and cleanliness as before it was rented. Tenants who use the community room will be responsible for any damage caused by the tenant or their guests. The Society will charge the tenant reasonable costs of uncompleted cleaning or repairs.
5. The Society will charge individuals who book the community room for private parties a cleaning deposit of \$100, which the Society will refund when the room has been cleaned and any damage repaired.
6. Tenants will have priority for renting out the community room, however, the Society may rent the room to outside groups for meetings and related social events.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

7. Any tenant who wants to use the room will sign a written agreement with the Society indicating their responsibilities and legal liability.
8. There will be no smoking in the community room and the consumption of liquor must be approved by the Society. Additional community room rules including but not limited to quiet hours, maximum occupancy, and safety requirements will be outlined in the agreement regarding the room rental.
9. The cost of the room rental will be set from time to time by the Society and will be posted on the Society's website and can be requested by contacting the Society.
10. Proceeds from renting the community room shall be utilized for operating costs of the Amenities Building.

USE OF LAUNDRY AND OUTDOOR COMMON AREAS

Policy Intent

To establish guidelines for the hours and use of the laundry and outdoor common areas.

Policy and Procedures

1. Every tenant will have a key to the laundry room and may use it on a first come, first served basis at any time. The room will be kept locked when not in use.
2. The laundry room will be open for tenants' use between **8:00a.m. and 10:00p.m. daily.**
3. Tenants will be required to co-operate in keeping the laundry room clean and tidy and reporting any broken machines to the Society. The Society may remove any clothes, detergents, baskets, etc. left in the room for more than 24 hours.
4. The Society recognizes that play is an important activity for children. The Society's policy is to encourage children to play safely and with regard for the privacy of other tenants.
5. Tenants may assist in developing house rules to designate certain areas for certain types of play (e.g., skateboarding or rollerblading) or age groups, or as "passive" areas.
6. There will be no excessive noise (loud parties, stereos, yelling, etc.) in any outdoor areas.
7. Organized activities will end by dark.
8. Parents will supervise their children and ensure toys and games are not left outside in common areas.
9. Anyone caught vandalizing property will be responsible for correcting or paying for the damage.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

10. The Society will have security cameras located throughout the Development.

BUILDING AND GROUNDS

Policy Intent

To provide guidance in setting routines and schedules that will prolong the life of the Society's buildings and maintain the Development and the Property in a state of good repair.

Policy and Procedures

1. The standards of maintenance, health and safety required by law will be the minimum standards of the Society. The Society will comply with any community, municipal or regional by-laws regulating water use, snow removal or other aspects of property maintenance.
2. Lawns and plants will be cut or pruned, weeded, watered, and fertilized on a regular schedule appropriate to the season by the Society. The tenant will keep drainage on the building and grounds free of obstruction to prevent flooding and water damage.
3. The Society will inspect and/or service or cause to be inspected and/or serviced building components, machinery, waste management, and fire protection equipment at least annually at an appropriate time of year for the specific component.
4. The Society will record and store reports of all building maintenance and inspections.

ENVIRONMENTAL CONTROLS

Policy Intent

To ensure the property maintenance and groundskeeping activities are carried out in an ecologically responsible manner.

Policy and Procedures

1. The Society will comply with occupational health and safety requirements under the *Workers Compensation Act*, regulations, guidelines and orders from the Workers' Compensation Board of B.C., and Workplace Hazardous Materials Information requirements regarding the labelling, storage, and handling of dangerous or toxic substances.
2. The Society will obey any by-laws or legislation governing the use and disposal of hazardous or environmentally harmful materials, such as the *Hazardous Waste Regulation*, *Transportation of Dangerous Good Regulation*, and the *Environmental Management Act*.
3. The Society encourages tenants to recycle solid waste and will provide information on, and containers for, the proper separation and pick-up of recyclable garbage that is in line with Kanaka's waste management program.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

4. The Society favours the use of natural, non-toxic materials and techniques for fertilizing plants and controlling plant diseases whenever practical and effective.
5. The Society favours the use of non-hazardous cleaning products that promote the health and safety of both tenants and maintenance staff.
6. The Society favours the use of traps and mechanical methods of eliminating rodent or insect pests before resorting to poisons and pesticides.

TENANT RELATIONSHIPS

TENANT APPLICATION & SELECTION

Policy Intent

To establish a fair, equitable, transparent, and consistent method of receiving and processing applications from prospective tenants and selecting tenants for Development

Policy and Procedures

1. The Society will communicate the criteria that are used to determine tenant eligibility in a transparent, clear, and informative manner to applicants interested in renting a unit.
2. All applicants interested in renting a unit must apply by filling out, in its entirety, the application form available at www.crossing.place or in person at Kanaka Bar's Band Office. If possible, interested applicants should review the form with a Society Representative.
3. The Society will file applications for tenancy that meet the Society's criteria by date received, income level, and unit size, and copy of the application will be provided to the interested applicant.
4. The applicant will notify the Society, in writing, of any change in address, family composition, and any other relevant information. Any intended inaccurate or misleading information in the application will result in the applicant being disqualified. Failure to notify the Society of changes in address or other relevant information may result in the application being removed from the waiting list.
5. All applicants will declare their income on their application, but verification is not required unless they are applying for a subsidized unit.
6. The Society will select applicants based on eligibility and the availability of housing as outlined in the Operating Agreement. Applications that meet the eligibility criteria are scored according to the applicant's degree of need for housing. Eligible applicants include:

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- a. Kanaka Bar residents and members, on and off reserve, who have a need for affordable housing;
 - b. members of other Indigenous communities in the Fraser Canyon who share similar affordable housing challenges as Kanaka Bar;
 - c. residents of other communities in the Fraser Canyon which have a demonstrated need for affordable housing; and
 - d. urban “escapees” who are Nlaka’pamux Nation members who seek the opportunity to return to Nlaka’pamux Traditional Territory.
7. The Society will inform ineligible applicants in writing of their ineligibility and return their applications to them, if in hard copy. If an application is submitted electronically, the application will remain on file for 7 years.
 8. All applications will remain private between the Society, the applicant, BC Housing, and any additional individuals on the application form.
 9. A brief interview may be required, at the Society’s discretion, between the applicant and the Society to assess suitability for tenancy.
 10. If an interview is required, after successful completion of the interview, the Society will check the applicant’s references, verify their income, if applicable, and advise them on unit availability, rental category, rent and next steps.
 11. The Society and the tenant will enter into a Tenancy Agreement with each Tenant and all Tenancy Agreements will comply with the *Residential Tenancy Act* and will include the following provisions:
 - a. the tenancy is on a month-to-month basis;
 - b. only the persons named in the Tenancy Agreement have a right to occupy to unit;
 - c. the rent of a tenant may change when the tenant’s income or assets change
 - d. the income of any person occupying a unit as their principal residence will be included for the purpose of determining the resident’s household income;
 - e. assignment of the Tenancy Agreement or subletting or otherwise parting with possession of the whole or part of the unit for the whole or any part of the term of the Tenancy Agreement is prohibited;
 - f. the tenant consents to BC Housing verifying personal information where required, as defined in the *Freedom of Information and Protection of Privacy Act (British Columbia)*, which consent is required by that Act to enable BC Housing to carry out its audit function;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- g. if applicable, the tenant agrees to provide such information as is requested by the Society and/or BC Housing for calculation of the rent and for auditing purposes. If the tenant fails to disclose or misrepresents any information requested as part of their declaration of income, it will be considered a breach of their tenancy agreement and the Society will be entitled to recover money from the tenant that should have been paid as rent based on an accurate declaration of income;
- h. money owing by the tenant to the Society under the tenancy agreement pursuant to court order or arbitrator's order or otherwise will bear interest at the prime rate of the Royal Bank of Canada from and including the time such money becomes payable, calculated and payable monthly until repayment both before and after judgment; and
- i. A tenant's failure to accurately report their income or assets entitles the Society to end their tenancy agreement.

SECURITY DEPOSITS

Policy Intent

To clarify the legal rights and responsibilities of both the Society and tenants regarding security deposits, and to establish guidelines for accepting and refunding security deposits.

Policy and Procedures

1. Tenants will pay security deposits when they sign a Tenancy Agreement and before receiving their keys.
2. Collection and repayment of security deposits will conform to provisions of the *Residential Tenancy Act*, which include:
 - a. the deposit will equal no more than 50% of one month's rent;
 - b. the deposit will be kept in an interest-bearing account and will be repayable with interest, less any damage costs and arrears, when the tenant moves out;
 - c. interest will be paid at rates set by Section 4 of the *Residential Tenancy Regulation*; and
 - d. except as provided under Section 38 of the *Residential Tenancy Act*, the net amount owing, together with a statement of interest earned and costs deducted if allowed, will be returned to the tenant within 15 days of the end of the tenancy.

PETS AND PET DAMAGE

Policy Intent

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

To regulate the number, type, and behaviour of pets in the Development and to stress tenant responsibility for pets.

Policy and Procedures

1. Despite any pet restrictions in the Development, a tenant with a recognized and documented disability that requires the assistance of a guide or service dog (that is certified as a guide dog or a service dog by the Registrar of Guide Dogs and Service Dogs under the *Guide Dog and Service Dog Act (British Columbia)*) for daily living may have a guide or service dog.
2. Despite any pet restrictions in the Development, the Society may allow a tenant to keep a therapy or emotional support animal if the tenant provides to the Society medical or psychological evidence to the satisfaction of the Society that the therapy or emotional support animal is required for the tenant's care and health.
3. Tenants will be permitted to have pets, limited to common household species, such as dogs, cats, fish, birds, rabbits, or rodents. Pets must be kept as companion animals and abide by the below rules.
4. Tenants will be allowed to keep no more than two cats and/or two dogs. More of the other species will be approved at the discretion of the Society.
5. All pets will be cared for properly, in a safe, sanitary, and healthy manner.
6. Pets must not disturb other tenants or cause a nuisance to the Property.
7. No animal breeding is permitted in the Development or on the Property.
8. All cats and dogs must be vaccinated and spayed or neutered.
9. All animals must live inside their unit. When outside, pets must wear identification tags; dogs must be on a leash and cats must be closely watched. Pets may not be tied up and/or left unattended on the Property, and tenants must immediately pick up any animal droppings left by their pet. Tenants are responsible for any damage caused by their pet or their visitors' pets.
10. All pets must be registered with the Society. The Society reserves the right to refuse any pet it considers dangerous, and to remove any pet that causes persistent noise, damage, or other problems.
11. The Society will not charge tenants a pet damage deposit for a dog that is certified as a guide dog or a service dog by the Registrar of Guide Dogs and Service Dogs under the *Guide Dog and Service Dog Act (British Columbia)*.
12. The Society will charge tenants with pets a pet damage deposit equal to 50% of one full month's rent amount. The pet damage deposit is payable when the tenant moves in if they move in with the pet, or when an existing tenant acquires a pet. The Society will charge the

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

cost of repairing any pet-caused damage to the rental unit or Property that is discovered during the move-out inspection will be deducted from the tenant's pet damage deposit.

13. When a pet owner vacates a unit, the Society will not spray for fleas unless they are evident at the time. However, the outgoing tenant will be informed that spraying will be done if fleas are discovered within 10 days and the cost charged against the pet damage deposit.

RENT COLLECTION AND ARREARS

Policy Intent

To set due dates for rent and establish consequences for late payments.

Policy and Procedures

1. In collecting rent and rent arrears and giving related notices the Society will comply to the relevant sections of the *Residential Tenancy Act*.
2. The Society will document all written and oral communication between the Society and the tenant concerning rent and arrears. The Society may end a tenancy if the tenant has paid rent **late 3 times**. The Society will inform the Board of any eviction for non-payment of rent. An eviction for non-payment of rent does not absolve the tenant of their responsibility to pay any rent owing.
3. The Tenant will pay rent via e-transfer, post-dated electronic transactions, or cheques made out to "The Crossing Place Housing Society" or cash given directly to the Society Representative.
4. The Society will provide a tenant with a receipt for rent paid.
5. The Society will charge tenants for all banking costs for any cheque that is returned as Non-Sufficient Funds (NSF) as well as an administrative fee of **\$25** payable to the Society. The Society may waive the administrative fee if the Society feels it is justified given that the cheque is returned for a reason other than (NSF). If a cheque is returned for any reason, the rent is considered unpaid.
6. If rent is late, a tenant may pay rent in the same manner as an on-time payment. The tenant should include notification of why the rent is late and when payment will be made.
7. The Society will document late rent. The Society Representative will contact the tenant within 24 hours of the rent being late to request payment. After 5 working days, the Society will call the tenant again requesting immediate payment. After 10 working days, the Society will send a letter the tenant's unit requiring immediate payment. After 30 days a home visit will be made to arrange for payment. After 60 days the Society will send a letter to the tenant's unit warning of eviction in 30 days in rent is not paid. The Society considers ending of a tenancy and eviction as final options only.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

8. If rent is still unpaid after eviction, the Society will keep the tenant's security and/or pet deposit and retains the right to pursue a "monetary order" for unpaid rent, utilities, and any associated fees.
9. The Society may occasionally allow tenants to pay rent late, but only if the tenant has notified the Society in writing before the rent is due, and the Society and the tenant have agreed to a new due date. Such arrangements apply only to the current month's rent.
10. Tenants may not withhold rent, or a portion of it, for any reasons except the following:
 - a. the tenant has an arbitrator's decision allowing the deduction;
 - b. the Society has overcharged for a security or pet damage deposit;
 - c. the Society refuses the tenant's request for reimbursement of emergency repairs; or
 - d. the tenant has the Society's written permission allowing a rent reduction.

RENT SUBSIDIES

Policy Intent

To set out the criteria that qualify tenants for subsidized rent.

Policy and Procedures

1. Subsidized rental units will be based on the Operating Agreement between BC Housing and the Society.
2. Those tenants eligible for subsidized housing must provide proof of their address, rent, income, any disability assistance, and assets at the time application in a form approved by the Society and each year thereafter to the Society (the "**Declaration of Income**").
3. The Society will maintain a copy of the Declaration of Income in a file, which the tenant agrees the Society will make available to BC Housing on request.
4. If a tenant fails to disclose or misrepresents any information requested in the Declaration of Income, such failure to disclose or misrepresentation will be deemed to be a material breach of the Tenancy Agreement and the following will apply:
 - a. the Society is entitled to recover from the tenant in contract or otherwise the difference between the rent charged and the amount of the rent that should have been charged had there been no failure to disclose or misrepresentation and this remedy is not exclusive and may be exercised by the Society in addition to any other remedies available to the Society in law or equity and in addition to any remedies of the Society as set out in the Tenancy Agreement;

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- b. money owing by the tenant to the Society under the Tenancy Agreement pursuant to a court order or arbitrator's order or otherwise will bear interest at the prime rate of the Royal Bank of Canada from and including the time such money becomes payable, calculated and payable monthly until repayment both before and after judgment; and
 - c. any failure by a tenant to disclose or misrepresent their income or assets entitles the Society to end the Tenancy Agreement.
6. If a tenant in a subsidized unit is no longer eligible for subsidized rent, then the Society will consider the tenant for a market rent option with the Society. If the tenant successfully meets the Society's eligibility requirements for market rent, the Society will permit the tenant to continue to occupy their unit subject to the requirement to pay any increases in rent. If the tenant does not meet the Society's market rent eligibility the tenant will no longer be eligible for housing at the Society. The Society will then issue a minimum 60-day Notice to End Tenancy to the tenant.

TENANT INVOLVEMENT & RELATIONS

Policy Intent

To recognize tenants as community members, and to empower and provide them with opportunities to help create a sense of community at the Society.

Policy and Procedures

1. Tenants may request permission to make presentations to the Board by making such a request in writing that includes the proposed subject of the presentation. The Board has full discretion to accept or deny such requests.
2. The Board may sponsor social events to become better acquainted with tenants and discuss their interests and concerns.
3. The Board will organize four community meeting(s) per year devoted entirely to tenant issues and concerns and may also ask for tenant opinion in other ways. The community meetings will occur seasonally: winter, spring, summer, and fall.
4. The Board may set up consultative committees of tenants and Society Representatives to plan and organize activities, to recommend policies of interest, and to raise tenant concerns.
5. The Society may provide monetary, and staff support to tenant initiatives if time and resources permit.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

PARKING

Policy Intent

To provide tenants with rules for the use of their parking spaces and those for visitors.

Policy and Procedures

1. All tenants with vehicles will register them with the Society and will be assigned a regular parking spot at no extra cost. A tenant may only park in their assigned spot.
2. Tenants may apply to the Society for an additional spot for a second car. The Society will assign second parking spots on a first come, first served basis, subject to availability.
3. A tenant will only use carports for storage if no other out-of-unit storage space has been provided to the tenant, and the tenant will adhere to the following conditions regarding carport storage:
 - a. only seasonal car accessories like winter tires, chains or bicycle racks may be stored when not in use;
 - b. items must be stacked neatly at the head of the stall and the tenant's vehicle must still fit safely inside the stall;
 - c. no flammable or other dangerous liquids such as gas, oil, solvents, or paints may be stored under any circumstances; and
 - d. the tenant will comply with all applicable community, municipal or regional by-laws regarding storage.
4. Tenants will clean up any stains their vehicle makes to their parking stall.
5. A tenant will not allow their guests to park in a tenant's parking spot.
6. Tenants will not park in visitor parking stalls and will be issued a warning for doing so. If a tenant continues to park in a visitor parking stall after receiving 3 written warnings, the tenant's vehicle will be towed at the tenant's sole cost.
7. The Society recommends tenants obtain storage insurance if their car is uninsured and stored in the tenant's designated parking space.

GOOD NEIGHBOUR

Policy Intent

To encourage neighbourly attitudes among tenants and to control and prevent unacceptable behaviour that degrades the quality of life within our community.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

Policy and Procedures

1. The Society will strive to create an accepting and inclusive community for tenants.
2. Tenants are encouraged to respect the privacy of their neighbours while showing interest and concern for their well-being. The Society will assist tenants in holding community events to help them get to know each other and establish crime prevention initiatives.
3. The Society will not regulate the lifestyle of individual tenants, but it will document any behaviour that negatively affects the peace, security, or safety of the community. Repeated documented incidents will be grounds for eviction. The Society may evict any tenant who poses an immediate danger to other tenants without warning.
4. The Society reserves the right to expel any obviously alcohol- or drug-impaired tenant or guest from any common area or public space.

QUIET HOURS

Policy Intent

To reduce conflict within the Development by regulating noisy activities that may disturb others.

Policy and Procedures

1. Quiet hours are between 10:00p.m. Sunday-Thursday (11:30p.m. on Friday and Saturday) and 7:00 am.
2. Tenants are encouraged to give advance notice to neighbours of parties and other events that may be noisy and to ask neighbours to let them know if the noise creates a problem.
3. Neighbours who work night shifts may request other restrictions or accommodations, but are encouraged to first attempt to seek agreements with their neighbours directly.

GUESTS AND VISITORS

Policy Intent

To make tenants' visitors and guests welcome while defining when a visitor becomes a permanent tenant.

Policy and Procedures

1. A tenant does not require the Society's permission for guests to stay with tenants on a short-term basis, but tenants are encouraged to make friends and relatives who frequently visit known to the community.
2. The Society considers any person who stays in a unit for more than 14 consecutive days in any 90-day period a resident and may be included in calculating the household's size and income. The Society may make exceptions may for a relative assisting with an illness or

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

pregnancy. The Society may end a tenancy if the Society is able to establish that the tenant has an unreasonable number of occupants in its rental unit who are not subject to a tenancy agreement with the Society.

3. If a tenant wishes to have a visitor stay long-term (more than 14 days in a 90-day period), the tenant will submit a written request to the Society. The Society will then evaluate the request based on factors including, but not limited to, the number of people already in the unit, the unit capacity, and increase in rent.
4. Tenants are responsible for any damage or disturbance caused by their guests. The Society can apply for an order to end tenancy if the tenant or their guests have done any one of the following:
 - a. significantly interfered with or unreasonably disturbed another resident or staff;
 - b. seriously endangered the safety, rights, or interests of staff or another tenant;
 - c. engaged in illegal activity that has caused or could cause damage to the Development or the Property, disturbed, or threatened the security, safety, or physical well-being of another tenant, or endangered a lawful right or interest of another tenant or the Society; or
 - d. caused major damage to the Property or put the Society's property at considerable risk.

HOME-BASED BUSINESSES

Policy Intent

To clarify the circumstances under which tenants are allowed to do business from their homes.

Policy and Procedures

1. Tenants will not use their units for the operation of a business without prior written approval from the Society. Individuals wishing to operate a home-based business must make a formal written application to Society, and meet the following conditions:
 - a. the business activity will not disrupt the residential nature of the community;
 - b. the business will not require permanent structural changes to the unit;
 - c. the tenant provides a certificate of insurance for the business with sufficient liability coverage;
 - d. the tenant will not carry out any illegal activity; and
 - e. the tenant will comply with any local, municipal, or regional by-law regulating home-

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

based businesses.

2. Tenants will be held liable for any damage or injury whatsoever caused by the business, clientele, and/or customers and will pay the Society immediately, upon demand for any and all cost incurred by the Society as a result of damage or injury caused by the business.
3. The Tenant agrees to indemnify, hold harmless and defend the Society and all the Society's agents and employees against all liability, judgments, expenses (including attorney's fees), and claims by third parties for any injury or any person or damages to Property or the Development of any kind whatsoever caused by the tenant's business.
4. The tenant will declare income from the business in any application for rent subsidy to the Society.
5. The tenant will discuss their plans to run their home-based business with the Society and seek approval for all aspects of the business that affect or relate to the Property or the Development and Society's core activities. It is critical that any such business will not make changes to the Property or the Development for the Society or cause distress or disturbances of any kind to other residents.

INTER-TENANT CONFLICT RESOLUTION

Policy Intent

To establish a process that will help settle disputes and disagreements among tenants amicably.

Policy and Procedures

1. Tenants who are disturbed by the behaviour of a neighbour are encouraged to first approach the neighbour politely and try to settle the problem themselves.
2. Tenants may ask for the help of the Society if they have any reason to feel it would be unsafe to approach a neighbour on their own.
3. The Society does not view disputes between neighbours as a Society issue and will not intervene unless property is being damaged or people are being threatened. Such cases should be reported to the Society in writing.
4. Persistent difficulties with a single unit should be referred to the Society. Formal complaints must be in writing.
5. If disputes are difficult to resolve and/or they involve a large segment of the community, the Society may provide the services of a mediator to facilitate and efficient resolution of the dispute.
6. Tenants will follow the steps outlined in the Dispute Resolution Policy for all inter-tenant conflict resolution.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

OVER AND UNDER HOUSING

Policy Intent

To define the number of tenants that can live in units of a given size and offer guidelines for dealing with irregularities.

Policy and Procedures

1. The Society will place all tenants in a residential unit appropriate to their household size, as determined by the Society from time to time.
2. For the purposes of this section and the next section, “over-housed” means having too many bedrooms for the size of the household and “under-housed” means having too few bedrooms for the size of the household.
3. Tenants will advise the Society of any change in household size. Tenants will provide documentation acceptable to the Society regarding age and status of residents.
4. If the Society determines tenants are over-or under-housed the Society will place the tenant on an internal transfer list. The Society will then notify the tenant in writing when a unit is available for their household size.
5. The Society will make all reasonable efforts to transfer tenants to an appropriately sized unit when changes to the household composition occur, including providing the tenant with a transition period of 2 months. If the tenant refuses placement in a suitable unit more than once without a valid reason, the Society may terminate the tenancy by giving the tenant 60 days’ notice under Section 49.1 of the *Residential Tenancy Act*. The Society must have proof they have given the tenant opportunities to correct that breach before resorting to termination.
6. The Society may require a tenant to move to a larger unit if there are two or more single people over the age of 18 in one-bedroom.
7. If a child or children move out, leaving a single parent alone in a family unit (2 or more-bedroom unit) the Society may allow the parent to stay in the unit as long as the parent has lived in the unit at least one year before the children or children left and is at least 45 years old, or is under 45 and receives a disability pension.
8. A tenant can remain over-housed for up to six months if the tenant is involved in a custody dispute. After six months the tenant will provide the Society with an update of an expected decision as to when or if their child or children will return to the unit. The Society may use their discretion to determine if the resident should stay in the unit or move to another unit with an appropriate number of bedrooms.

INTERNAL TRANSFERS

Policy Intent

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

To permit or require tenant transfers between different units in the Society's building(s) under certain circumstances.

Policy and Procedures

1. Transfers between units in a building or between buildings are permitted if:
 - a. a tenant is over-housed or under-housed; or
 - b. there is a documented medical or other need.
2. The Society may make exceptions and consent to a transfer in other, extraordinary circumstances, at the Board's sole discretion.
3. A tenant may request, in writing to the Society, to transfer units and such request will state why the tenant wishes to transfer units and what type of unit the tenant would like to transfer to. The Board has full discretion to resolve such requests.

MEDICAL INFORMATION

Policy Intent

To ensure the Society has the information necessary to assist tenants in the event of illness or emergency.

Policy and Procedures

1. Tenants are encouraged to keep up-to-date medical information about themselves in a conspicuous location in their suite for medical personnel access.
2. In order to comply with the *Personal Information Protection Act* (British Columbia), the Society will explain the purposes for which the medical information will be used and list the positions of the people who will have access to the information.
3. The Society will keep tenant's personal medical information in a secure file to which only those authorized people will have access, and the Society will only use the information for purposes to which the tenant consents or in a life-or-death emergency.

DEATH OR MEDICAL EMERGENCY

Policy Intent

To establish a system for notifying tenants' families or other supporters in the event of illness, accident, or death.

Policy and Procedures

1. When tenants sign a Tenancy Agreement, all tenants will provide the name, address, and phone number(s) of the person they wish to be contacted in case of an emergency, serious illness, or death. If this person is not their next of kin, the tenant will also include the next of kin's name. It is the tenant's responsibility to keep this information up to date. This

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

information will remain confidential and only used in the case of an emergency, serious illness, or death.

2. In the case of a tenant's death, access to the deceased's unit is allowed only to the named executor of the estate, the spouse, and the next of kin.
3. If a tenant living alone dies in their unit, Society staff will contact the police department, and wait for them to arrive to provide them access to the unit. If no authorized person approaches Society staff within five working days to remove the deceased's possessions, the Society will refer the matter to the Public Guardian and Trustee.
4. Society staff will only allow the verified executor of the deceased tenant's last will and testament to access the unit and remove the deceased's possessions.
5. If a tenant dies outside of their suite, Society staff will secure the unit so that no unauthorized individual removes any of the personal possessions.
6. In the event of a tenant death where the tenant owned a pet, the Society will call the tenant's emergency contact person to take the pet or arrange for boarding of the animal if the Society cannot reach the emergency contact.
7. In the event of a tenant death where other tenants reside in the unit, the Society will assess the need to move the current residents to a different unit. The Society will then arrange a meeting with the current residents to discuss their options to continue occupying the unit or transfer them to a different unit.

AGING IN PLACE

Policy Intent

To guide staff and directors in establishing resources and services that will help tenants age at home.

Policy and Procedures

1. The Society wishes to allow tenants to live in their homes as long as they choose and are eligible to do so. Where the ability of tenants to live independently is compromised, or their personal safety is in doubt, Society staff will first seek ways to support the tenant's ability to age in place in an independent and safe manner. This may include physical modification to the unit, outside personal support, etc.
2. Tenants must generally be capable of independent living, which means, that the tenant is capable, both physically and mentally, of managing themselves and their affairs. Notwithstanding Policy 1 under this heading, a tenant will be deemed not to be capable of independent living upon the occurrence of any of the following:
 - a. a declaration being made under the *Patients Property Act (British Columbia)*, as from time to time amended, or any successor legislation dealing with the guardianship of adults in the Province of British Columbia, that the tenant is incapable of managing

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- their affairs or incapable;
- b. the tenant becoming, or being determined to be, a person with a mental disorder as determined and defined under the *Mental Health Act* (British Columbia), as from time to time amended; or
 - c. the Society determining, in consultation with appropriate licensed medical advisors, that the tenant's physical and/or mental health would likely cause them to be a hazard to themselves and/or to other tenants of the building.
3. For greater clarity, the Society will not evict a tenant due to any physical or mental disability unless further accommodation to the tenant is not possible without undue hardship to the Society.

TENANT NOTICE TO VACATE

Policy Intent

To set out the rights and responsibilities of both the Society and the tenant when the tenant gives notice to end a tenancy.

Policy and Procedures

1. Tenants will provide the Society at least one month's written notice of their intention to move out of their unit.
2. A tenant may end their tenancy before the term is finished if the tenant has been assessed as requiring long-term care, has been accepted into a long-term care facility or needs to leave the rental unit to protect themselves or their children from family or household violence.
3. The Society will respond to the tenant's notice to end tenancy and will confirm the tenants move out date and time, and conduct conditions inspections as necessary.

EXITING

Policy Intent

To guide Society and tenants in understanding under what circumstances tenants can no longer live safe, dignified, and independent lives at the Development.

Policy and Procedures

1. Provided they adhere to all Society policies, the Society will not ask a tenant to give up residence unless their behaviour poses a clear threat to their own safety, or the safety of others. The Society may end a tenancy for any of the following reasons:

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

- a. the tenant's condition deteriorates to the point where they cannot live safely in a residential setting and further accommodation is not possible without undue hardship to the Society;
 - b. the tenant is a disruptive influence and/or poses a threat to others' health or safety or causes significant and deliberate damage to the Development or the Property; or
 - c. the tenant violates their Tenancy Agreement.
2. The Society may end the tenancy of a tenant who is no longer able to live independently but will do so only if further accommodation is not possible without undue hardship to the Society.
 3. Tenants may report observations of dangerous behaviour or problems with the health of other residents to the Society. Such reports should include the identification of the tenant, the observed behaviour, and why the behaviour is concerning.
 4. The Society will privately store all information regarding a reporting tenant and the reported tenant.
 5. The Society will seek the advice of an appropriate health professional in helping tenants decide when they are no longer able to live independently.
 6. The Society will not end a tenancy for medical or health reasons unless the tenant has found other appropriate accommodation or care, or further accommodation is not possible without undue hardship to the Society.
 7. The Society will review the observed and reported behaviour of the tenant to determine if exiting is a necessary step. With the help of a health care professional, the Society will assess if at homecare or assistance measures are an option for the tenant and schedule a meeting with the tenant to have an open-minded conversation about, the Society's concerns, at homecare or assistance, and if exiting is a necessary step. The tenant will be encouraged to have a support person of their choosing attend the meeting with them. Following, the meeting the Society may recommend and provide assistance to find alternative shelter for the resident.
 8. To reduce bias the Society's Board, staff, and representatives will undergo training to understand the real and perceived barriers to independent living.

EVICTION

Policy Intent

To ensure that the rights of both Society and tenant are met when a tenant is evicted.

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

Policy and Procedures

1. All evictions must follow the procedures prescribed by the *Residential Tenancy Act* Sections 46-47 and 52 and use the Notice to End a Residential Tenancy Form (the “**Notice**”) as per the *Residential Tenancy Act*.
2. The Society will provide a tenant with one months’ written notice for evictions due to reasons other than non-payment of rent, but the Society may apply to the Residential Tenancy Branch for an early eviction order under certain conditions, including, but not limited to when the tenant has:
 - a. significantly interfered with or unreasonably disturbed another resident or the landlord;
 - b. seriously endangered the safety, rights or interest of the landlord or another resident; or
 - c. caused major damage the Property or the Development or put the Society’s property at considerable risk.
3. The Board will approve all evictions except those for non-payment of rent.
4. Before issuing an eviction notice to a tenant, the Society may issue up to three warning letters to the tenant for repeated violations of their tenancy agreement.
5. Where a tenant poses a threat or danger to the safety of other tenants, the Society will apply for an early termination under Section 56 of the *Residential Tenancy Act* and, upon the order under the *Residential Tenancy Act*, make an emergency eviction with less than one month's notice.
6. The Society will deliver the Notice directly to the tenant and a copy of the Notice will be sent to the tenant’s primary email on file. If the Society is unsuccessful after multiple attempts to deliver the Notice directly to the tenant, which means the Notice cannot be delivered directly to the tenant or the email is showing as undelivered, then the Society will send a copy of the Notice via registered mail or regular mail to the address of the rental unit if the tenant still lives there or to the forwarding address provided. The Notice will be considered received 5 days following the Society sending the Notice if the tenant does not say or show they have received the Notice at an earlier date.

APPEALS

Policy Intent

To establish an appeal process for tenant related issues that is fair, equitable, transparent, and accessible.

Policy and Procedures

1. Any applicant or tenant who has been directly or indirectly affected by a decision made

THE CROSSING PLACE HOUSING SOCIETY

Policy Manual

under this “Tenant Relationships” section may initiate an appeal to the Society.

2. An appeal must be in writing, signed by the appellant, and be delivered to the Society within thirty (30) days of the decision being appealed having been made.
3. The Society will review the appeal submission and any supporting documentation provided by the appellant.
4. The Society may request additional information from the appellant or any other relevant party to facilitate the appeal.
5. The Society will conduct the review in a fair and objective manner, considering the specific grounds for appeal, applicable laws, Kanaka Bar Policies, and the purpose of the Society and this Policy.
6. The Society may hold a hearing, if necessary, to allow the appellant to present their case.
7. The Society will reach a decision based on the merits of the appeal and the information presented during the review process.
8. The Society will communicate their decision in writing to the appellant, outlining the reasons for the decision.