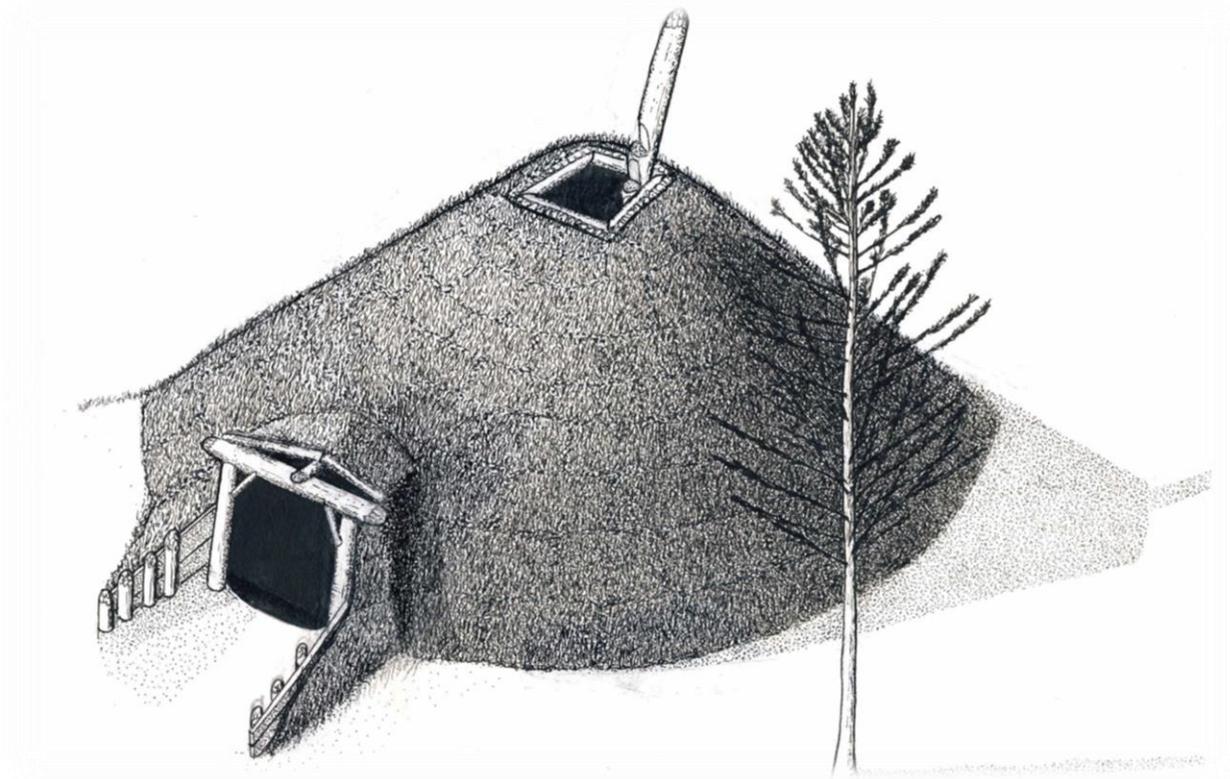


Kanaka Bar Indian Band Housing Policy

March 31, 2016



Kanaka Bar Indian Band

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Acknowledgements

The *Kokpis* of Kanaka Bar Indian Band greatly appreciate the efforts of membership and our advisors who worked tirelessly to develop this foundational document which is intended to provide transparency and certainty for all membership, regardless of residency, when it comes to housing and land allotments within Kanaka Bar's Traditional Territory.

In particular, the hard work, dedication and patience of Tara Bergeron of Quality Programs and Services Inc. who went to each of our homes and interviewed membership, inspected each house and perused through our many files regarding Kanaka Bar houses and past and current land and resource allotments.

We also wish to acknowledge our CEO, Zain Nayani, our Program Administrator, Larry Thomas and COO, Chad Peterson. For their many hours of time reviewing drafts and who have also initiated and supervised the critical works of digitising the many years of written community history and documents into a new data storage and retrieval system.

All Our Relations

Chief & Council

March 31, 2016

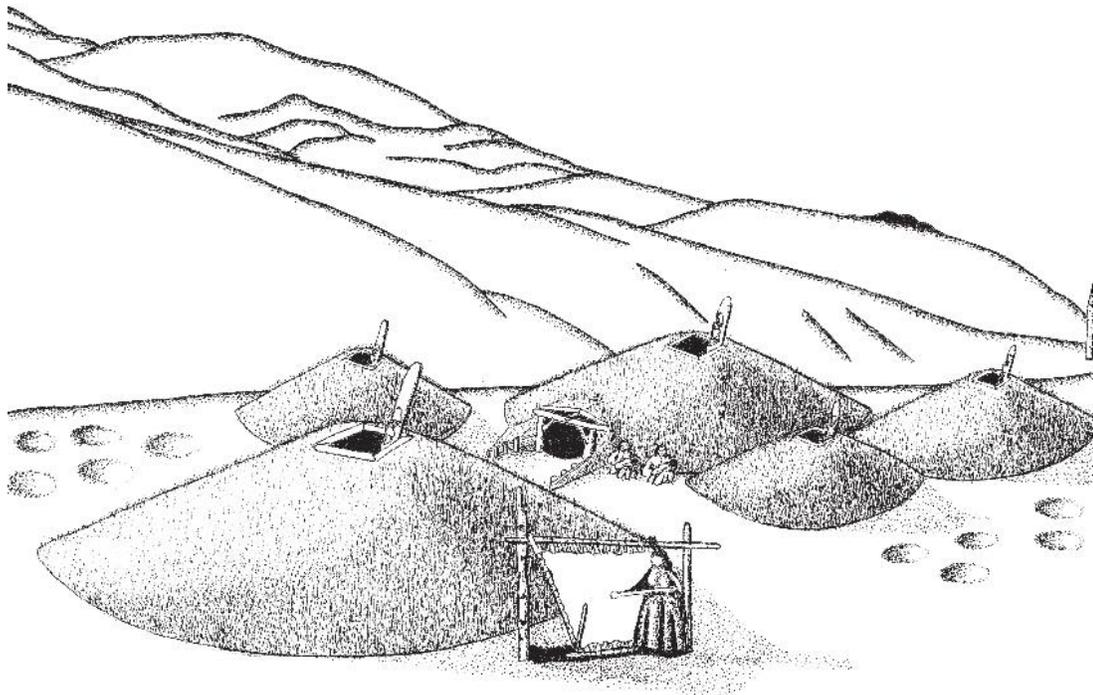


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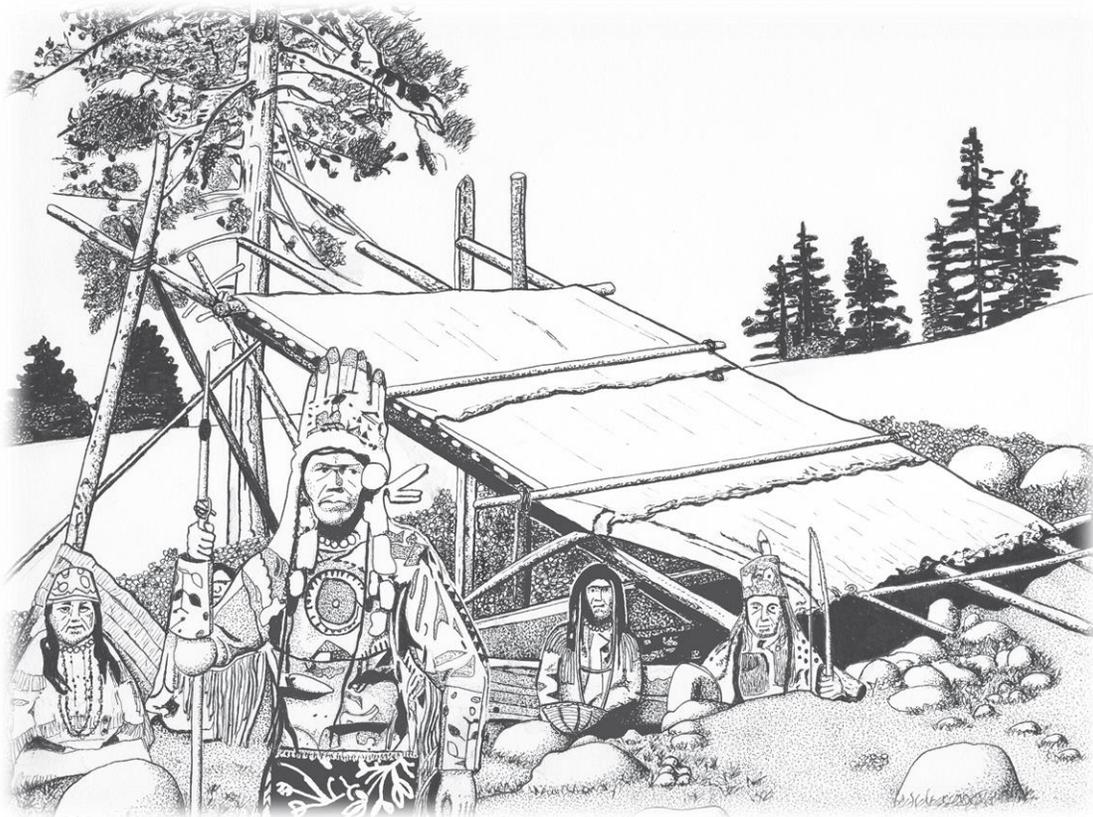
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PART 1 – Kanaka Bar Indian Band Housing Policy Authority and Scope

1.1. Introduction

Archaeological evidence compiled during the Kwoiek Creek hydro projects development and construction phases confirmed that which was known by Kanaka all along.

For more than 4,000 years, the *T'eqt'aqtn'mux* or the crossing place people resided in year round homes, at the crossing place, and used the land and resources to live.

From time immemorial, planning and decision making for the Kanaka Bar community was and remains vested within designated *Kokpis* who determine land and resources uses, including housing and land allotments.

Known today as Kanaka Bar and the Kanaka Bar Indian Band. Kanaka Bar is one of the few places we know of where there are no current Certificates of Possession, locatee tickets or other form of legal land holdings.

Mission Statement

The Kanaka Bar people were and remain committed to using the lands and resources to maintain a self-sufficient, sustainable and vibrant community.

Kanaka Bar believes in the right of all members to live in safe, healthy, and affordable housing, both on-reserve and off-reserve, which is appropriate for their needs. To achieve this, we will work together:

- to improve houses through renovation and new construction program(s); and
- to increase access to homeownership for members by applying for funding for those families unable to afford housing through conventional means.

Background

The Kanaka Bar Indian Band Residency By-law previously enacted in November 1993 is been revoked and replaced by this policy which has been updated to reflect the current and changing needs and situation of the Kanaka Bar.

This Housing Policy is also in place to enable Kanaka Bar's economic development arm, Kanaka Bar Land and Resources Limited Partnership (KBLR) to implement the Kanaka Bar's Housing Program(s) effectively through a transparent and responsive platform.

On January 4th, 2016, Council transferred the management of all current and future housings over to Kanaka Land and Holdings Limited Partnership (KLH), a subsidiary of KBLR.

The 2016 Housing Policy takes the place of all existing and past documents and/or regulations that pertain to housing for Kanaka Bar.

1.2. Goals

The current objectives are to:

- 1) Operate the housing program in a financially sustainable manner through KBLR;
- 2) Address the need and demand for housing in a fair, equitable and transparent manner;
- 3) Provide Kanaka Bar members and residents with safe, secure and affordable housing that meets community-chosen standards of health and safety;
- 4) Provide rental housing for those who are not in a position to purchase or build their own home;
- 5) Protect and extend the lifecycle of rental housing through robust construction, maintenance, repairs, inspections, assessments and insurance policies;
- 6) Communicate effectively with Kanaka Bar members, tenants and authorized occupants in setting, monitoring and evaluating housing goals, objectives and strategies; and
- 7) Share the responsibility for rental housing between Kanaka Bar and the tenants and occupants.

1.3. Authority of the Policy

On January 4, 2016, Council for Kanaka Bar delegated to KLH the responsibility to manage all housing assets and infrastructure.

This Housing Policy has been developed in accordance with all applicable Laws, By-Laws, Acts, Standards, Codes as outlined in Appendix B.

With the approval and adoption of this Housing Policy, Kanaka Bar's leadership transfers to the Directors of KBLR, the management and administration of this Housing Policy to guide KBLR and its subsidiaries in a fair, equal and consistent delivery of the Kanaka Bar Housing Program.

1.4. Scope of Policy

This Policy applies to all housing properties administered by KLH, including but not limited to:

- 1) All individuals, including corporate and other entities currently occupying a KLH owned or managed rental housing unit located within the Traditional Territory;
- 2) All existing and future KLH owned or managed rental housing units located within Traditional Territory;
- 3) All individuals who have made or will make an application for KLH owned or managed rental housing within the Traditional Territory;
- 4) All individuals who are or will be homeowners occupying self-financed or KLH financed private property within the Traditional Territory; and
- 5) All contractors and inspectors retained by the KLH to support delivery of the Kanaka Bar Housing Program.

It also provides procurement and hiring guidelines for new construction, including provisions for energy efficient practices and materials.

1.5. Limitation

This policy is **not a land or land code policy**. It is simply an asset, housing in this case, and infrastructure management policy only

1.6. Amendments

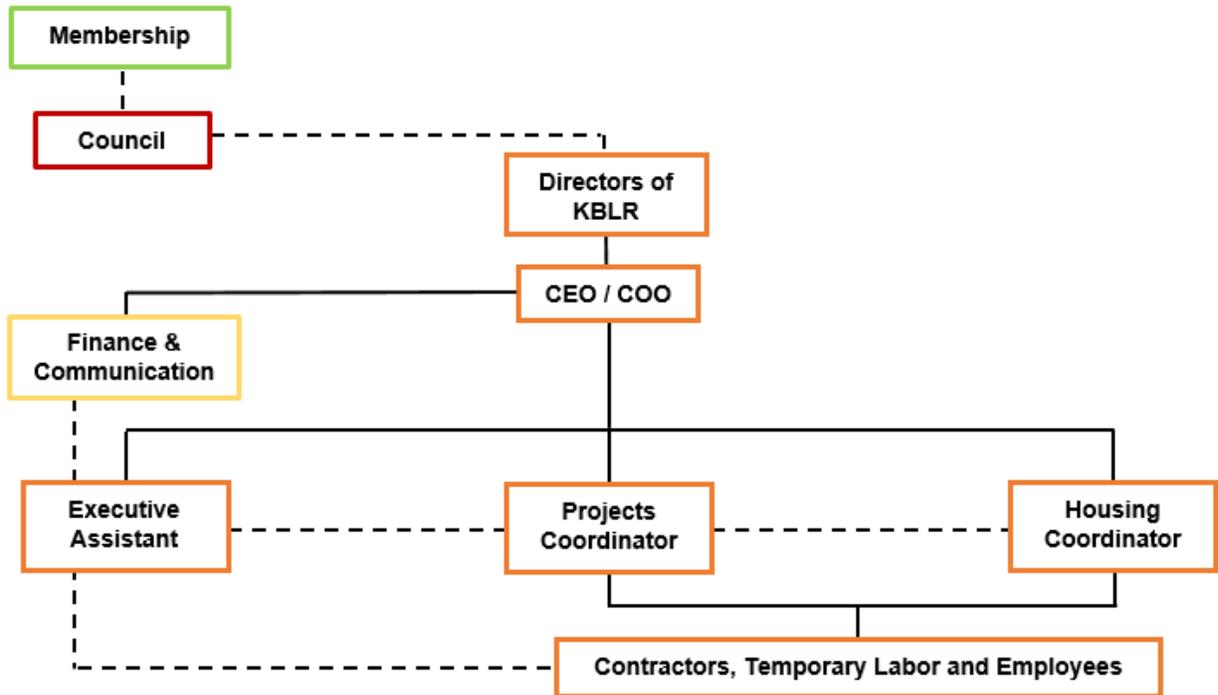
1.6.1. Amendment Procedures

- 1) Where amendments to this housing policy or the Residential Tenancy Agreement (RTA) may be required, the Chief Operating Officer (COO) shall present the proposed amendments to the Directors of KBLR who will review it with the Council.
- 2) Proposed amendments shall be posted publicly then presented discussed at a monthly General Assembly to allow for community input.
- 3) KBLR's Directors shall host an Annual Housing Policy Review meeting to update community members on proposed and enacted amendments.
- 4) Amendments take effect the date they are approved by KBLR's Directors and/or Council.
- 5) Where an amendment is approved, KBLR's Directors shall note the amendment on a policy amendment list, which will be inserted and precede the table of contents of this policy, until such time as the policy is updated with the amendments included in the body.
- 6) For the RTA, the amendments shall be made to the agreement upon approval.
- 7) Any reissued Kanaka Bar housing policy shall be identified by date and each reissue cancels and replaces all previous issues.

PART 2 - Administration of the Housing Policy

2.1. Organization Structure

The Housing Policy and associated housing activities will be administered through Kanaka Bar Land and Resources Limited Partnership (KBLR):



Daily management operations of housing and associated property is delegated to COO and will be conducted through Housing Coordinator or Projects Coordinator as required.

More specific roles and responsibilities are discussed in Section 2.4.

2.2. Principles of Housing Program Administration

Procedural Fairness

In the context of the Kanaka Bar Housing Program, procedural fairness includes:

- 1) Notice - Before making any housing decision, Housing Coordinator shall provide to affected individuals notice that affords a reasonable opportunity to know the case to be made and to respond to that case.
- 2) Right to be Heard - Before making a housing decision, Housing Coordinator shall provide affected individuals a reasonable opportunity to put forward their case as part of the decision-making process.

- 3) Delay – Housing Coordinator shall administer the housing program without undue delay.
- 4) Legitimate Expectations - Where Housing Coordinator makes clear, unambiguous and unqualified representations about the administrative process that it will follow, it shall comply with those representations provided that they are procedural and do not conflict with the mandate of the Kanaka Bar Housing Program.
- 5) Non-Discrimination and Impartiality –
 - a. Housing decisions made by Housing Coordinator shall strictly adhere to the Housing Policy, the Residential Tenancy Agreement, and all other applicable acts, laws, by-laws, standards, codes, rules or regulations adopted by the policy; and
 - b. Housing decisions shall be impartial and free from bias.

Due Diligence

Authorized representatives of KBLR, applicants, tenants, and occupants shall exercise due diligence and take reasonable care (act in good faith) to:

- 1) Ensure that all parties have a common understanding of the facts, investigate all relevant aspects of an issue and make informed decisions before moving forward; and
- 2) Exercise care to avoid harm to the rental units and properties, community properties, and other parties.

Good Faith

Authorized representatives of KBLR, applicants, tenants, and occupants shall:

- 1) Act honestly, openly, and without hidden or ulterior motives;
- 2) Raise issues in a fair and timely way;
- 3) Be constructive and cooperative;
- 4) Be proactive in providing each other with relevant information and consider all information provided;
- 5) Respond promptly and thoroughly to reasonable requests and concerns;
- 6) Keep an open mind, listen to each other and be prepared to change opinion about a particular situation or behaviour; and
- 7) Treat each other respectfully.

Tenant Support

Housing Coordinator shall, within the resources available, support tenant(s) who are proactively seeking assistance to address any rental housing and/or other housing issues before they become problems:

- 1) Housing Coordinator shall work with other Kanaka Bar departments or support organizations, to identify any available options to support the tenant(s) in resolving potential defaults.
- 2) For tenants seeking assistance, Housing Coordinator shall direct the tenants to any available resources to support the tenant(s) in resolving potential defaults.
- 3) Where the tenant(s) agree, the tenant(s) shall sign a waiver authorizing Housing Coordinator to share information related to the tenant's account/default/issue with the Kanaka Bar department or other support organization.

Records Management

Housing Coordinator shall securely and transparently maintain all records, under KLH filing system, as they relate to the provision of housing on and off reserve, including operational records, administrative records, applicant and tenant records, and financial records of members.

In accordance with record keeping requirements of the Canada Revenue Agency, Housing Coordinator shall securely and transparently keep hard copy records at the KLH office for a minimum period of seven years, and will keep digital files indefinitely.

Tenants may request in written the opportunity to review their files and further request copies of any documents within their files with reasonable notice to Housing Coordinator.

Community Engagement

Housing Coordinator shall communicate effectively and inclusively with the community members in the setting, monitoring and evaluating goals, objectives and strategies. Communication shall include but, is not limited to:

- 1) Ongoing community opportunities to suggest improvements to the delivery of housing through home visits, workshops, surveys and suggestion drop boxes;
- 2) Posting annual housing reports in the administration office;
- 3) Posting regular housing meeting minutes in the administration office and making hard copies available.

2.3. Roles and Responsibilities

2.3.1. Chief and Council

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Appointing a Board of Directors for KBLR;
- 3) Ensuring that KBLR, through its Directors, adheres to the Principles of Housing Program Administration set out in section 2.3. of this Housing Policy; and

- 4) Reviewing and approving housing policies, procedures and amendments. When considering new policies or amendments to existing policies, Chief and Council shall provide an opportunity for members to share their views on such policies.

2.3.2. Directors of Kanaka Bar Land and Resources Limited Partnership (KBLR)

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Supporting Chief and Council in developing a long term housing strategy;
- 3) Identifying and lobbying for new and ongoing housing funds and programs;
- 4) Identifying new approaches to the delivery of on-reserve housing;
- 5) Working with other First Nations and First Nation organizations to resolve issues of common purpose;
- 6) Reviewing and approving housing policies, procedures and amendments. When considering new policies or amendments to existing policies, KBLR shall provide an opportunity for members to share their views on such policies;
- 7) Appoint a Chief Operating Officer to carry out day-to-day business activities for KBLR;
- 8) Supporting the Chief Operating Officer, and other housing staff in the enforcement of housing policies and procedures; and
- 9) Delegating any of the above or other duties, as appropriate, to subsidiary operating companies.

2.3.3. Chief Operating Officer (COO)

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Overseeing the implementation and execution of housing administration and activities;
- 3) Monitoring the development, amendment, and effectiveness of housing policies and programs;
- 4) Researching new program options and issues that may impact delivery of the housing program;
- 5) Implementation of a long term housing strategy;
- 6) Preparing annual reports and budgets as required;
- 7) Appoint and supervise a Housing Coordinator/Projects Coordinator; and
- 8) Delegating tasks and duties to a Housing Coordinator/Projects Coordinator as necessary, to fulfill day-to-day operational requirements.

2.3.4. Housing Coordinator/Projects Coordinator

- 1) Adhering to the Principles of Housing Program Administration set out in section 2.2. of this housing policy;
- 2) Administering the housing program by applying the program policies and procedures and fulfilling work plans and job descriptions;
- 3) Reviewing all applications for housing and new construction to ensure completeness and eligibility;
- 4) Preparing all rental and new construction applications;
- 5) Creating the Annual Priority Waitlist and notifying potential tenants of their:
 - a) Annual Application Number;
 - b) Priority Rating (score); and
 - c) Position on the Annual Priority Waitlist.
- 6) Ensuring that the tenant(s) is/are provided with copies of the signed and dated Residential Tenancy Agreement, and any desired copies of the Housing Policy and all applicable Acts, by-laws, standards, codes, rules or regulations;
- 7) Carrying out or overseeing repairs and maintenance in a cost-effective manner and in accordance with the Maintenance and Inspection Schedule (Appendix D);
- 8) Recommending policy amendments to COO, as needed;
- 9) Providing an annual review of housing goals, objectives, strategies, policies and procedures;
- 10) Supporting Kanaka and KBLR in developing a long term housing strategy;
- 11) Planning and carrying out community meetings on housing programs or services;

2.3.5. Rental Tenants

- 1) Signing and abiding by the terms and conditions of the Residential Tenancy Agreement, this Housing Policy and those acts, laws, by-laws, standards, codes, rules or regulations related to the policy;
- 2) Understanding that the Residential Tenancy Agreement creates a “**permission to use and occupy**” landlord and tenant relationship which confers no rights of ownership whatsoever, whether in land, structures, utilities or improvements;
- 3) Exercising the role of tenant(s) with due diligence and in good faith, as set out section 2.3. of this housing policy;
- 4) Ensuring that all occupants and guests:
 - a. Are authorized, as set out in the Residential Tenancy Agreement; and
 - b. Abide by the Residential Tenancy Agreement and the Kanaka Bar Indian Band Housing Policy.

- 5) Carrying out maintenance and repairs as detailed in the Residential Tenancy Agreement and the Maintenance and Inspection Schedule (Appendix D) and notifying the Housing Coordinator within 48 hours of any required maintenance or repairs that are the responsibility of the Kanaka Bar or KLH;
- 6) Participating in unit condition assessments as set out in the Maintenance and Inspection Schedule (Appendix D) of this housing policy; and
- 7) Providing Housing Coordinator with confirmation of persons occupying a rental unit annually, or immediately upon a change of occupants as detailed in the Residential Tenancy Agreement.



2.3.6. Homeowners and Tenants in a Rent-to-Own Agreement

- 1) Signing and abiding by the terms and conditions of the Rent-to-Own Agreement (Schedule C) and/or Licence of Occupation (Schedule G) and those acts, laws, by-laws, standards, codes, rules or regulations related to the policy;
- 2) Exercising the role of on-reserve community member(s) with due diligence and in good faith, as set out in section 2.3. of this housing policy;
- 3) Ensuring that all occupants and guests:
 - a. Are authorized, as set out in the Rent-to-Own Agreement and/or Licence of Occupation.
 - b. Act in a respectful manner and with good faith in the community.
- 4) Participate in Maintenance and Inspection requirements set out in the Maintenance and Inspection Schedule (Appendix D) of this housing policy.

2.3.7. Kanaka Bar Indian Band Members

- 1) Contributing views on existing and future housing programs; and
- 2) Supporting implementation of housing goals, objectives, policies and procedures as approved by Chief and Council.

2.3.8. Contractors

- 1) Constructing and repairing the housing assets and land improvements for the Kanaka Bar Indian Band in accordance with the building code and standards of the Kanaka Bar Indian Band Housing Policy;
- 2) Honouring contracts and purchase order agreements;
- 3) Being bondable; and
- 4) Hiring and training Kanaka Bar Indian Band members where possible.

2.3.9. Certified Independent Building Inspectors

- 1) Adhering to policy and procedure of Kanaka Bar Indian Band;
- 2) Maintaining certification;
- 3) Honouring services as per laws and adopted codes; and
- 4) Understanding that they will be held financially responsible should their inspections be wrong or skewed.



PART 3 – Rental Housing and Rent-to-Own Programs

KLH owns and manages a variety of rental homes including those which are both paid for and those which are still under mortgage. Rental housing owned by KLH is used to provide temporary or long-term housing for community members. All current and future units are discussed in this section, whether they are rental or rent-to-own.

3.1. Rent-to-Own

Rent-to-own situations function as a regular rental relationship until the unit is paid off, at which point a Contract of Purchase and Sale may occur between KLH and the tenant, after receiving consent from Council. A Certificate of Ownership will be issued to the member(s), provided all conditions for transfer have been met, at which point the tenant will become a homeowner. A Licence of Occupation will also be issued to individuals with a Rent-to-Own Agreement for the identified land around the premises, which permits semi-exclusive use of the land associated with the premises.

A Rent-to-Own Agreement (see Schedule C) constitutes a contract between the tenant and KLH, which includes a clause stating the terms for transfer of ownership that will become negotiable upon the termination of the subsidy arrangement.

Steps involved in a Rent-to-Own arrangement include:

1. Tenants and a representative of KLH sign a Rent-to-Own Agreement prior to occupancy with written consent of Kanaka's leadership.
2. KLH issues a Licence of Occupation to the tenants for semi-exclusive use of the associated property.
3. Tenants pay rent plus a payment towards the capital cost of the home each month over a specified timeframe, and stay current with maintenance and renovation obligations of the housing unit.

3.2. Maintenance and Inspection by Kanaka Bar Indian Band

3.2.1. Regular Maintenance

KLH will regularly maintain and inspect their owned and rental units in order to:

- Ensure that Kanaka Bar members live in the highest quality housing.
- Identify and correct conditions which may lead to an injury or accident to residents.
- Prevent major structural and systems failures by performing regular inspections, counselling regarding repairs and/or actual replacements.

- Extend the life of the housing stock.
- Ensure that all houses are adequately insured so that they can be replaced if they are lost due to fire, flooding, etc.

Regularly scheduled activities will be conducted in accordance with the Maintenance and Inspection Schedule (see Appendix D). Tenants will complete a Maintenance/Repairs Request Form (Schedule H) for issues or damages that arise outside of this schedule and require immediate attention. Prioritization of responding to these requests will be done by Housing Coordinator.

With the exception of the following emergency situations, at least 24-hour notice will be provided to tenants to advise of any activity which requires designated personnel to enter rental premises. Emergency situations which allow Housing Coordinator or emergency responder personnel to enter a rental unit without 24-hour notice include:

1. In the case of fire, gas leak, flood, freezing up, or other immediately hazardous situation.
2. If it has been reported or is suspected that the unit has been abandoned by the tenant.
3. If illegal activity is suspected. In this is the case, a member of Council must give prior approval in writing.

3.2.2. Move-In and Move-Out Inspections

A move-in inspection will be completed jointly by Housing Coordinator and the tenant before a new tenant moves into a property. A checklist confirming the condition of the property will be reviewed and signed off by Housing Coordinator and the tenant (see Schedule F).

3.3. Allocation Policy for Rental Units

Existing rental units and any newly constructed rental units will be treated equally, and distributed in accordance with the priority waitlist, with final consideration given by the COO.

3.3.1. Eligibility and Priority Criteria

1. Eligible Persons:

People eligible for housing are as follows:

- Any Kanaka Bar member made homeless due to sub-standard housing or emergency such as fire (provided that insurance was carried on the house).

- Kanaka Bar member families. “Family” is defined as one or more persons related by blood, marriage, adoption, guardianship or operation of law, or who are not so related, but have demonstrated a stable family relationship in prior housing.
- Kanaka Bar Elders or a person with a disability.
- Kanaka Bar member who is a single parent with children or a single women pregnant at the time of application.

Consideration will be given to single people, 19 years of age and older, after the above priorities have been met. Single persons will not be provided a unit with more than two bedrooms.

2. Eligible Housing Activities

Eligible housing activities are as follows:

- First homes for Kanaka Bar members.
- Consideration will be given to any Kanaka Bar member who requires replacement of his/her house provided that the original house was constructed 25 years prior to application.
- No consideration will be given for replacement of houses not insured and damaged or destroyed by fire.
- No consideration will be given to applications from Band members if he/she is in arrears with KBLR (or its subsidiaries) and/or Kanaka Bar accounts until six months after arrears have been repaid in full.
- No consideration will be given for replacement of houses less than 25 years old unless they were poorly constructed by contractors.

3. Housing Priorities:

Housing priorities will be decided based on the number of points an application is assigned. The points are as follows:

Waiting Time	Points
Received This Year	5
Waiting 1 to 4 Years	10
Waiting 5 Years or More	15
Household Type	
Family	15
Single Parent Family	15
Homeless Family	20
Elder	10
Homeless Elder	15

Single	5
Homeless Single	10
Household Size	
Overcrowded (> 2 people/bedroom)	15
Crowded (2 people/bedroom)	10
House Condition	
Condemned	20
Emergency	
House Burned Down	25
House Uninhabitable	25
Domestic Violence	25
Discretionary	Up to 15

Housing Allocation Examples:

Family Made Homeless When House Burned Down – Have Insurance: 5 Waiting Points, 20 Household Type Points, 25 Emergency Points and 10 Discretionary = 60 points

Overcrowded Family: 10 Waiting Points, 15 Household Type Points, 10 Household Size Points and 5 Discretionary = 40 points

Single Person: 5 waiting points and 5 household type points = 10 points

4. Application/Waiting List:

- Housing Coordinator shall require a written application to determine eligibility prior to being placed on the waiting list.
- Housing Coordinator will notify the applicant in writing if he/she is determined to be eligible for new housing. At this time, the applicant will be notified how many points their application has been given, where they are on the waiting list and the average waiting time.
- Housing Coordinator will maintain a waiting list which will be updated at least annually. Applicants will be assigned their appropriate place on the waiting list based on the number of points their application has been assigned.

3.3.2. Application Procedure

Application forms are available from Housing Coordinator's office and must be fully completed. Assistance in completing the form may be requested by an Applicant.

Application Procedure:

1. Submit completed application to Housing Coordinator.
2. If possible, review the application with the Housing Coordinator.
3. Housing Coordinator will sign the application and give a copy to the applicant.
4. It is the applicant's responsibility to notify, in writing, of any change in address, family composition, and any other relevant information.
5. Any intended inaccurate or misleading information in the application will result in the applicant being disqualified.
6. Failure to notify of changes in address or other relevant information may result in the application being removed from the waiting list.

All applications must be renewed annually, and applications over 13 months old will be discarded. The Housing Coordinator must provide the prior applicant 14 days' advance notice of the application expiry.

3.3.3. Rental fees

Rental fees will be paid directly to **Kanaka Land and Holdings Ltd.**, on or before the 1st day of each month for the subsequent month.

KLH works to ensure homes are affordable for all community members. Rent levels shall be determined by the band and be based on annual operating costs (including but not limited to repayment of bank mortgages/loans, third party liability and structural insurance, repairs and maintenance). Rental fees may be reviewed on an annual basis.

Housing Coordinator will notify each household of their calculated annual rent at the time of entering into a Residential Tenancy Agreement, or if in a multi-year rental situation, on an annual basis.

Rents for Elders housing will be set equal to those of other households, but Housing Coordinator may review and amend the rental rate for Elders as necessary.

Upon receipt of rental, maintenance, and/or other monies from tenants, Housing Coordinator will issue a triplicate receipt, with copies distributed to the tenant, Housing Coordinator, and the Finance Department, and will update the digital record of tenant files.

3.3.4. Maintenance Fees

KLH intends to implement a maintenance charge of \$100/month per household, towards maintenance costs for a typical Kanaka Bar home. Any funds unused in a given year will be rolled over and used for larger maintenance and renovation items.

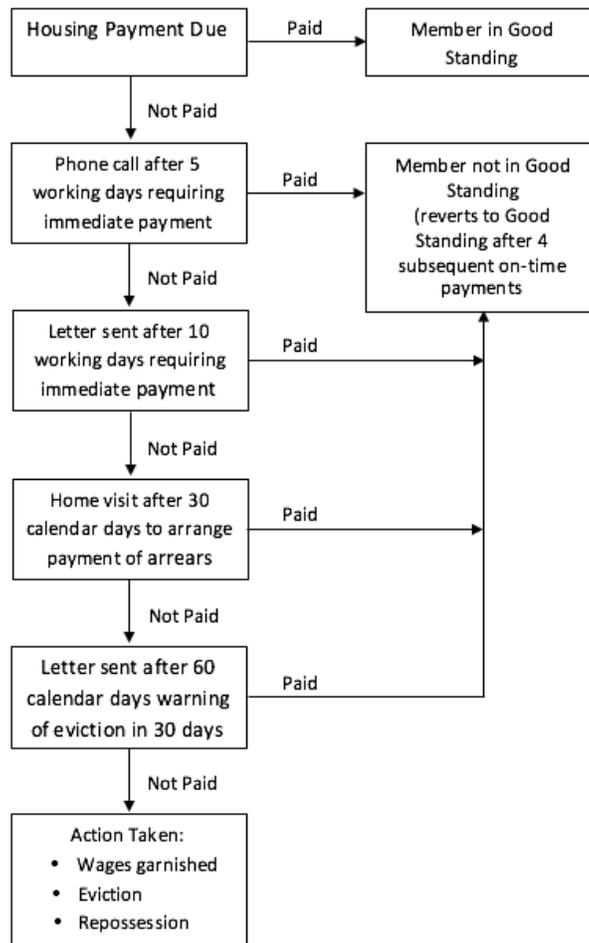
3.3.5. Insurance Fees

KLH intends to implement a mandatory insurance scheme for all Kanaka Bar houses. The cost of basic home insurance will be included in rental fees for both regular and Elder housing, but renters should purchase additional content insurance for personal items. Tenants will be requested to show proof of insurance to Housing Coordinator annually.

3.3.6. Arrears Procedures

KLH will recover all arrears through an equitable Repayment Agreement (see Schedule I). The aim of the agreement is to recover unpaid rents, maintenance fees, and other monies owed to KLH by tenants or homeowners. Ending tenancy and eviction will be considered as final options only. Housing Coordinator will deal fairly with tenants/homeowners in arrears, and make all attempts to find a viable solution for both parties.

Arrears accrued prior to March 31, 2016 will not apply to this policy, and may be dealt separately. Arrears procedures will follow the charted sequence of actions:



3.3.7. Subletting

All sublet arrangements made in regard to rental housing units, whether rental or rent-to-own, will be conducted by Housing Coordinator and subject to the rules and regulations as set out in the Sublet Tenancy Agreement (see Schedule D).

Rent will be paid directly to KLH. All rental policies, including all aspects of the Residential Tenancy Agreement, apply to the sublet tenant. The following also applies:

1. The tenant will make a request to Housing Coordinator to sublet his/her residence and state the reason and an estimated length of the sublet;
2. The tenant shall not extend the period of the sublet for an unreasonable period of time;
3. The permission to sublet will be granted at the discretion of Housing Coordinator;
4. The tenant may request a certain subtenant;
5. Housing Coordinator may suggest a certain subtenant (the intent is that both the primary tenant and Housing Coordinator are satisfied with the subtenant);
6. There shall be a selection and approval process for the subtenant and if the requested subtenant is denied the tenant must either find a suitable subtenant or the request for the sublet shall be denied;
7. The tenant, subtenant and Housing Coordinator will sign a Sublet Agreement; (see Schedule D)
8. KLH assumes no responsibility for contents; and
9. KLH has the right to require the original tenant live up to his/her original obligations under the Sublet Agreement should a sublet fail or forfeit the claim to the residence.

3.3.8. Transfer of Rent-to-Own Agreement

Tenants under a current rent-to-own agreement may transfer their agreement to another person should they be unable to fulfill the obligations of the agreement for whatever reason. The potential inheritor must apply in writing to Housing Coordinator and subsequently be approved before he/she can assume the responsibilities of the remainder of the rental arrangements. If approved, the inheritor will be responsible for all the arrears and other debts attached to the particular housing unit.

Housing Coordinator will not participate in facilitating remuneration decisions for previous payments by the original tenant. Any remuneration will be decided on between the original tenant and inheritor and will be paid privately.

3.3.9. Death of Tenant

Because tenants of KLH owned or managed rental units do not own the property, they cannot leave the home or their right of occupancy to any other family or community member. Upon the death of a tenant, the Residential Tenancy Agreement becomes void and the rental unit returns to KLH for successive rental. Should family be co-habituating with the former tenant, they will have the first option to occupy the property providing that a condition of over/under housing usage does not occur, as determined by the Housing Coordinator. A meeting will be held with the family to discuss and assess who is in the best position to take over the property and rental commitments. However, KLH is not obligated to transfer a rental housing unit to the family if a suitable successor cannot be identified.

If the tenant is in a Rent-to-Own agreement, the inheritor would follow the rules outlined in Section 3.3.8.

3.3.10. Break-up of Family

Kanaka Bar will abide by any court order from a court of competent jurisdiction pursuant to the *Family Homes on Reserves and Matrimonial Interests or Rights Act, 2013*.

In the instance where a family or marital breakdown is not taken to court, the following procedures will be used to allocate the housing unit:

1. The parent who has day to day care or custody of the children shall have the priority to remain in the rental-housing unit. The custodial parent, whether a Band member or not, is permitted to remain in the housing unit to care for the children and to continue to perform the original tenant's obligations.
 - a. If the custodial parent is not a Band member and loses custody the non-band member will be given three months' notice to remove from the premises.
2. If there are no children, and only one tenant is a Kanaka Bar member, that individual will remain in the housing unit.
3. If there are no children and both tenants are members, they are responsible for deciding who will remain in the house. Should they have an irreconcilable difference, Housing Coordinator may make the final decision.

3.3.11. Vacant and Abandoned Unit

Tenants should inform Housing Coordinator if they plan to be away from their home for 72 hours or more, especially during the winter months. This will permit Housing Coordinator to monitor the home for trespass, vandalism or other hazards. Failure by a tenant to inform Housing

Coordinator in writing of a planned absence will result in that tenant being charged for any costs related to repairing damages to the homes during that absence.

Any unit left abandoned for a period longer than two months, without written notice to Housing Coordinator and proper arrangement for its care, will be reclaimed by KLH, repaired as necessary, and reallocated to another member on the waiting list.

3.4. Renovations

Housing Coordinator will administer a renovation program for all rental and rent-to-own housing only. Homeowners or asserted homeowners are responsible for all renovations or upgrades, and must ensure any work meets the standards outlined in section 5 of this policy.

Housing Coordinator will accept and prioritize applications for renovation, maintain a wait list, and access funding. All costs associated with renovation loans, whether through CMHC, INAC, the renovation loan program or any other housing programs will be the responsibility of KLH.

Tenants are eligible to apply to Housing Coordinator for home renovations. Priority of work will be decided based on the following:

- Age of house;
- Level of maintenance provided by homeowner;
- Keeping maintenance and insurance payments up to date;
- Urgency of repairs required (see below);
- Length of time on waiting list; and
- Date of last renovations and applicability/eligibility of funding from INAC and CMHC.

Activities that qualify as renovations include:

- Roof
- Windows
- Doors – inside and outside
- Panelling
- Kitchen and bathroom fixtures (excluding appliances)
- Countertops and cabinets
- Floor
- Foundation
- Electrical
- Plumbing
- Heating

- Insulation
- Outside cladding/siding
- New paint every 10 years

Outside of painting done for wear and tear purposes, redecorating and/or cosmetic repairs are not considered to be renovations. All elements being replaced will be energy efficient to reduce utility costs and improve performance.

3.4.1. Renovation Priorities

Renovation priorities will be decided based on the number of points an application is assigned. The points are as follows:

	Points
Waiting Time	
Received This Year	5
Waiting 1 to 4 Years	10
Waiting 5 Years or More	15
Age of House	
25 Years +	15
15 to 24 years	10
8 to 14 years	5
Condition	
Substandard	15
Poor	10
Far	5
Emergency	
House Burned Down	25
House Inhabitable	25
Owner Maintenance	
Significant	10
Moderate	5
Maintenance & Insurance Payments	
Current	10
Discretionary Points	Up to 10

Renovation Points Examples:

25-year-old uninhabitable house: 5 waiting points, 25 age of house points, 25 emergency points, 5 moderate maintenance points and 5 discretionary points = 65 points

20-year-old house in poor condition: 10 waiting points, 10 age of house points, 10 condition points, 10 significant maintenance points, 10 current maintenance & insurance points and 5 discretionary points = 55 points

7-year-old house in fair condition: 5 waiting points, 5 condition points and 10 current maintenance & insurance points = 20 points

3.4.2. Renovation Application

Any household wishing to be considered for renovations must fill in the Renovation Request Form (see Schedule H) which asks for a description of the repairs. Applicants will receive a letter within one week of their application which confirms receipt of their application, whether they are eligible or not, the priority their application has been given, and the average waiting time.

When the application is approved in principle, the tenant will be notified and asked to come in and discuss their plans in more detail with the Housing Coordinator.

1. The Housing Coordinator will have a qualified inspector go through the house and do a cost estimate and find out sources of funding (Council, INAC or INAC etc.)
2. The Housing Coordinator will create a renovation project plan and timeline, build a project team and budget for the renovation project.
3. The Housing Coordinator will discuss the project plan with COO and seek approval about whether or not to proceed. If yes, the Housing Coordinator will prepare the appropriate paperwork. If no, the Housing Coordinator will notify the applicant in writing, stating the reasons for it being turned down.

All the necessary paper work will be completed by the Housing Coordinator. After receiving the approval of renovation project, contractors will be selected to do the renovations.



PART 4 - Home Ownership

4.1. Private Construction and Ownership

Kanaka Bar members may choose to obtain private funding for construction of a new home. A privately-owned house is not financially dependent on KLH or the Kanaka Bar. Although the mortgage may be secured through one of the loan guarantee programs facilitated by KLH or Kanaka Bar, the homeowner is fully responsible for all the financial arrangements for the residence.

Home ownership may be achieved by building a new house, transferring ownership of an existing home or a historical agreement of ownership. Homeowners must follow the Kanaka Bar Housing Policy when building, purchasing or renovating a home or when requiring services or applying for funding that flows through the Kanaka Bar Indian Band.

Steps involved in a private ownership include:

1. Homeowners apply to Housing Coordinator for permission to build a new home or move an existing home into the community on a pre-existing lot or new lot.
2. COO discusses the application with Council
3. Upon granting permission, KLH allocates a suitable lot. If not already serviced, KLH will provide services up to the edge of the lot for new construction but the homeowner is responsible for the design, construction and operations for the waterlines, septic, roads and landscaping plus connection, payment and disconnection of all utilities (including gas, water, phone, cable or others) to the lot.
4. The homeowner(s) must sign a Maintenance and Insurance Agreement.
5. KLH and the homeowner(s) sign a Licence of Occupation Agreement.

Any home construction, including that which is privately funded, must adhere to the standards and policies outlined in Section 5 of this Housing Policy.

4.2. Allocation Policy for Home Ownership

4.2.1. Eligibility

Only Kanaka Bar members may own housing units on Kanaka Bar land.

- a. Homeowners and KLH or Kanaka Bar may grant occupancy rights only to non-band members.
- b. KLH will grant any homeownership documentation to Kanaka Bar members only.

In addition, applicants must meet the following minimum requirements:

- a. Be a member-in-good-standing with the Kanaka Bar;
- b. Be at least 18 years old;
- c. Meet private lending institution requirements for mortgage;
- d. Provide an actionable plan for new construction or moving of an existing housing unit onto 'reserve'; and
- e. Ensure that inspections and approvals meet standards detailed in section 5, at homeowner cost.

Although Housing Coordinator may assist with an application, potential homeowners must apply for mortgages through a financial institution and, if successful, are solely responsible for all financial or other obligations resulting from that agreement. Neither KLH nor Kanaka Bar will offer guarantees or private mortgage or renovation loans to members.

At present, KLH will cover the associated internal administrative costs for guiding successful applicants through the homeowner process, but this cost will be reviewed periodically and may be passed to the applicant in the future.

4.2.2. Application Procedures

Application forms are available from at the Housing Coordinator's Office and must be fully completed.

Application Procedure:

1. Submit completed application to Housing Coordinator.
2. If possible, review the application with the Housing Coordinator.
3. The Housing Coordinator will sign the application and give a copy to the applicant.
4. It is the applicant's responsibility to notify Housing Coordinator, in writing, of any change in address, family composition, and any other relevant information.
5. Any intended inaccurate or misleading information in the application will result in the applicant being disqualified.
6. Failure to notify Housing Coordinator of changes in address or other relevant information may result in the application being removed from the waiting list.

All applications must be renewed annually, and applications over 13 months old will be discarded. Housing Coordinator must provide the prior applicant 14 days' advance notice of the application expiry.

Eligibility notification and prioritization will be conducted using Schedule A forms adapted for ownership.

4.2.3. Maintenance Fees

KLH intends to implement a maintenance charge of \$100/month per household, towards maintenance costs for a typical Kanaka Bar home. Any funds unused in a given year will be rolled over and used for larger maintenance and renovation items.

Maintenance fees are due on the 1st day of each month, for the upcoming month. The fee will cover the following services:

- Garbage pickup;
- Snow clearing;
- Road maintenance;
- Water and sewer; and
- Access to the Maintenance Department for enquiries (subject to availability and subject to a service rate payable by the homeowner).

Additional home maintenance services, comparable to those provided to rental units, may be offered to homeowners at an additional cost (to be determined by Housing Coordinator).

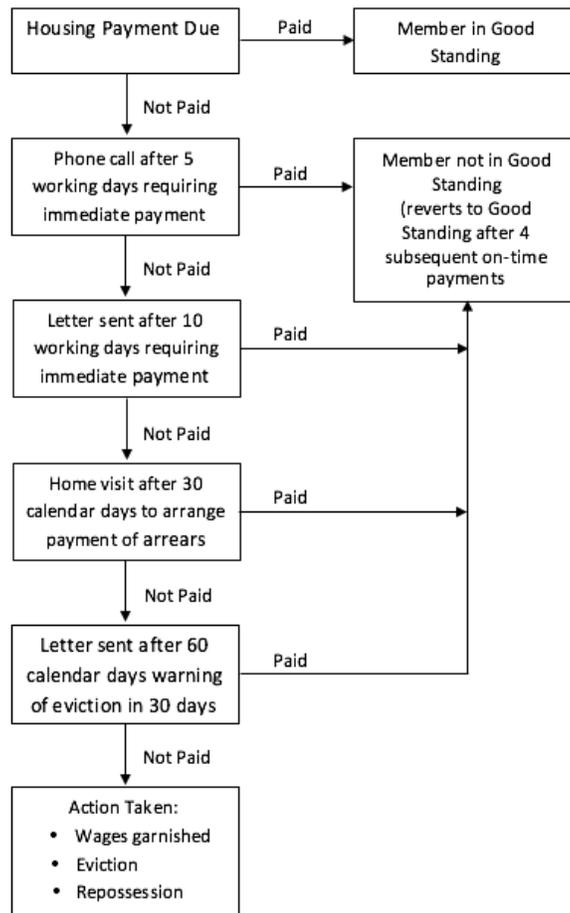
4.2.4. Insurance Fees

KLH intends to implement a mandatory insurance scheme for all Kanaka Bar houses. All homeowners are required to purchase insurance and show proof to the Housing Coordinator.

4.2.5. Arrears Procedures

KLH will recover all arrears through an equitable Repayment Agreement (see Schedule I). The aim of the agreement is to recover unpaid rents, maintenance fees, and other monies owed to KLH by tenants or homeowners. Ending tenancy and eviction will be considered as final options only. Housing Coordinator will deal fairly with tenants/homeowners in arrears, and make all attempts to find a viable solution for both parties.

Arrears procedures will follow the charted sequence of actions:



4.2.6. Responsibilities of Homeowners and Kanaka Land and Holdings Ltd.

See Schedule G for the Maintenance and Insurance Agreement Form, to be signed by the homeowner and KLH

Homeowners

Maintenance

The homeowner is obligated to perform and assume the cost of all routine, non-routine and preventative maintenance needs of the home and property. The homeowner will be responsible for all maintenance of the home, including all repairs and replacements (including those necessitated by damage from any cause) both inside and outside the house.

- It shall be the responsibility of the homeowner to obtain the services of outside workmen or contractors to make necessary repairs. Cost of repairs are the responsibility of the homeowner.

- The homeowner shall notify Housing Coordinator to ensure that the proper action can be taken to correct any defects found during the warranty period of an appliance or equipment.

Persistent lack of maintenance and/or failure to purchase adequate insurance may result in a re-evaluation of participation in our housing program.

Inspections

Housing Coordinator will schedule and conduct specific maintenance and inspection activities as are provided for by the maintenance fee (see Section 4.2.3.), including:

1. Roof
2. Major plumbing, including septic
3. Furnace

Homeowners will be given at least 24 hours notice of scheduled maintenance or inspections, unless in the case of a priority action for which the homeowner has granted permission for maintenance personnel to conduct the work.

Home and Contents Insurance

It is the responsibility of the homeowner to purchase adequate house insurance to replace both the house and contents in the event the house is destroyed by fire or flood. If adequate insurance is not held, KLH will not bear the replacement or renovation cost.

Kanaka Land and Holdings Ltd.

Housing Coordinator shall be responsible for co-ordinating counselling programs to train and advise potential homeowners of their maintenance and insurance responsibilities prior to occupancy.

Maintenance

On or before occupancy, Housing Coordinator will give the homeowner an operations and maintenance manual which includes maintenance tips as well as a list of applicable contractors', manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.

Inspections

Housing Coordinator will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, Housing Coordinator will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.

Housing Coordinator will inspect each home at least once per year and will confirm that the homeowner is completing all required home maintenance and has current house insurance. Failure to complete maintenance will result in Housing Coordinator providing the homeowner with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, Housing Coordinator will have the work completed and will invoice the homeowner.

4.3. Individually-Owned Rentals

The homeowner is responsible for managing the rental of his/her home and for any damage that may take place by the tenants. KLH will not become involved in private rentals, however, the homeowner must have the renter sign a Residential Tenancy Agreement (a template is available from Housing Coordinator). KLH will hold the homeowner(s) responsible for any contravention of the tenancy agreement by the renter of the privately-owned home.

4.4. Transferability of Certificates of Ownership and Licences of Occupation

Homeowners have three options for transferring ownership:

1. Sale to another Kanaka Bar member;
2. Bequeath to another Kanaka Bar member (as stated in a Will or other legal document); or
3. Sale to Kanaka Land and Holdings Ltd.

In the event of death of a homeowner who does not have a legally binding Testament of Will (or similar) in place, Housing Coordinator will meet with other occupants or the home or family members to discuss the options for home transfer/sale. If no family members are available, Housing Coordinator will act on behalf of the deceased and decide on the best option.

PART 5 – New Construction

KLH's guiding principles for any new construction process are as follows:

1. Houses are to be built on designated residential lots. Land issues and plans must be settled with Council before ground is broken;
2. Access to services must be approved and in place before construction begins;
3. Blue prints and site plan must be approved by a licensed housing inspector;
4. A six-part inspection process will be put in place before construction begins and be conducted by an approved code-compliance inspector, to address quality and ensure code requirements are met at the following levels of completion;
 - a. Site preparation
 - b. Foundation
 - c. Framing
 - d. Lock up
 - e. Plumbing
 - f. Electrical
 - g. Completion
5. Deficiencies will be corrected as per the inspector's requirements. The inspector has the authority to stop work until deficiencies are corrected and Housing Coordinator will have authority to enforce the inspector's requirements—including closing down the building site until deficiencies have been corrected and the inspector has approved the corrections.
6. Agreements and contracts will be made in writing with all labour and trades contractors;
7. All contractors and trade contractors working for Kanaka Bar and/or KLH must have liability insurance;
8. Final payment will not be made until the work has been inspected and accepted;
9. Materials must be specified and be of acceptable quality (an assessment to be made by the professional construction manager);
10. Materials must take into account green building practices and energy efficiency concerns;
11. All buildings under construction will carry building fire insurance;
12. All building sites will be BC Work/Safe compliant;
13. Deficiencies are the responsibility of the contractor and must be remediated before the house is occupied and final payment is made; and
14. The tenant will not be permitted to occupy the house until the final inspection is completed and the tenancy agreement is signed between the tenant and KLH.

KLH is responsible for the costs associated with construction of new rental units, including the upfront costs of rent-to-own units. For rental units, KLH will make all the final decisions regarding the plans, design and materials used.

5.1. New Construction Standard

All new housing, whether under rental, rent-to-own, private, or other agreements, will be constructed to meet at minimum the quality standards put forth by the 2012 British Columbia Building Code, including the Energy Efficiency Standards included in Section 9.36.

5.1.1. Building Inspections

All new home construction and renovations, including private homes, must use a KLH-approved Certified Building Code Inspector and file building inspection reports with Housing Coordinator as follows:

1. Inspections in the following order must be submitted to Housing Coordinator:
 - a. Site preparation;
 - b. Foundation;
 - c. Framing;
 - d. Lock up;
 - e. Plumbing/electrical; and,
 - f. Final inspection.
2. Inspections must be carried out as building progresses and infractions corrected before construction continues; and,
3. Should Housing Coordinator not receive building inspection reports they will post a stop work order and cease construction activity until acceptable building inspection reports have been submitted or infractions have been fixed.

5.2. Subdivision and New Lot Development

Housing Coordinator is responsible for creating a subdivision strategy and plan, subject to approval by Council. At minimum, the strategy for developing subdivisions and/or new lots will be triggered by reaching 80% available capacity of existing housing.

PART 6 - General Policies

6.1. Pets

Any households 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 following rules:

1. Households will be allowed to keep no more than two cats and/or dogs. More of the other species will be approved at the discretion of Housing Coordinator;
2. Are cared for properly in a safe, sanitary and healthy manner;
3. Do not threaten the landlord, or other occupants, community or other animals;
4. Do not disturb other occupants or cause a nuisance to the neighbourhood;
5. Do not cause damage to the residential property;
6. Are under the control of the owner;
7. No animal breeding in band units;
8. Individuals must ensure animals are safely secured at all times (i.e. tied, leashed, etc.);
and
9. Do not require modification to the residence.

A pet damage deposit will be required for pets inhabiting a rental unit or the associated yard. Pet owners have a three-month probationary period. There may be periodic home visits from Housing Coordinator for rental units.

6.2. Yard and External Infrastructure

Rental tenants/homeowners must maintain yards in a clean state, free of hazardous objects or materials. Upon request from Housing Coordinator, excess items in yards must be removed from yards within 14 days, or will be removed by Housing Coordinator with the tenant/homeowner charged at cost.

External infrastructure, including buildings, smokehouses, carports, patios or sun decks, garages, gazebos, etc. which are not included for in a Residential Tenancy Agreement, must be maintained by the tenant/homeowners in a good state of repair and not cause any risk to surrounding infrastructure. If any structure is found to cause risk, through home inspection or otherwise, Housing Coordinator has the right to take it down or require the homeowner to take it down.

6.3. Home-based Business

Any homeowner/tenant must not use their premises for the operation of a business without prior written approval from Housing Coordinator. Individuals wishing to operate a home-based

business must make a formal written application to Housing Coordinator, and ensure that it meets the following conditions:

1. The business activity will not disrupt the residential nature of the community;
2. The business will not require permanent structural changes to the unit (not applicable to homeowners);
3. The homeowner/tenant provides a certificate of insurance for the business with sufficient liability coverage;
4. Rental tenants shall be liable for any damage or injury whatsoever caused by the business, clientele, and/or customers and shall pay the landlords (Kanaka Bar or otherwise) or landlord's agents or employees immediately, upon demand for any and all cost incurred by the landlord as a result of damage or injury caused by the business; and
5. The rental tenant agrees to indemnify, hold harmless and defend the landlord and all the landlord's agents and employees against all liability, judgments, expense (including attorney's fees, or claims by third parties for any injury or any person or damages to property of any kind whatsoever caused by the tenant's business.

6.4. Common Property

All rental tenants and homeowners will refrain from damaging, vandalizing, or otherwise harming Kanaka Bar common property, including community buildings, outdoor space and playgrounds, roads, water systems, etc. Any damages sustained by the actions of a Kanaka Bar member or their guest(s) will be reported to the RCMP, and if the accused is found guilty, may result in the termination of any Residential Tenancy Agreements and eviction from the community.

6.5. Storage and Handling of Dangerous Goods

All dangerous goods must be stored and handled in the proper manner; failure to do so may be cause for eviction.

Dangerous goods include but not limited to combustibles, explosives, fire arms. Other hazardous goods include but are not limited to; waste oils, paint, solvents, corrosive substances, batteries, fertilizer, pest control products such as rat poison, and weed killer. Products combined for the production of illegal drugs are also prohibited.

Storage and handling requirements

1. Fire Arms
 - a. Tenants must be licensed in accordance with the *Firearm Act*;
 - b. Discharge of firearms, pellet guns, slingshot, bow and arrows is not permitted in the residential areas;

- c. Ammunition for firearms must be kept in a safe location; and
 - d. Under no circumstance will any firearm be stored loaded.
2. Dangerous Goods
- a. Depending on type may need to be kept under lock and key or in an area where they are safe from children or contaminating the site.

6.6. Complaints and Dispute Resolution

From time to time, Kanaka Bar members may disagree with a decision made respecting housing, including allocation, housing payment collection & enforcement, maintenance & insurance, renovations, cleanup requests, damage to common property *etc.* The following steps should be followed to make and resolve a complaint. This policy should not be used for complaints about the quality of construction or renovations. Complaints of this nature should be directed to the Housing Coordinator, who will record the concerns on a deficiency list.

The Housing Coordinator will use the Complaints Tracking Form (see Schedule J) to record progress in resolving the complaint.

Step 1:

1. The Band Member will put their complaint in writing and give it to the Housing Coordinator.
2. The Housing Coordinator will acknowledge receipt of the complaint in writing within 5 working days of receiving it. This letter will also provide a date and time for a meeting with the Housing Coordinator to discuss the complaint in more detail.
3. After the meeting takes place, the Housing Coordinator will reconsider the original decision, based on the additional information, and make a determination. The determination will be forwarded to the complainant within 5 working days of the meeting.
4. If the complainant is satisfied with the determination, the complaint is considered resolved.
5. If the complainant is dissatisfied with the determination, the complaint should move to Step 2.

Step 2:

1. The Housing Coordinator will make copies of all the correspondence, including the original complaint and forward it to the COO.
2. The COO will review the file and make a recommendation about resolving the complaint. The Housing Coordinator will write to the complainant to inform him/her about their decision.
3. If the complainant is satisfied with the decision, the complaint is considered resolved.

4. If the complainant is dissatisfied with the decision, the complaint should move to Step 3.

Step 3:

1. The complainant should forward a copy of all paperwork respecting the complaint to Directors of KBLR who can discuss the case and seek advice of Council. The COO will provide a copy of the file to the complainant as well as Directors.
2. The decision of the Directors is considered final and binding on all parties.



Appendix A. Glossary of Terms

Adult

Means a person over the age of majority under Provincial Law.

Amendment

Means a change in the words or meaning of the Kanaka Bar Indian Band Rental Housing Policy or Residential Tenancy Agreement. Amendments must follow the procedures set out in section 1.5 of this housing policy.

Appeals

Means the second level of dispute resolution, where a Kanaka Bar Indian Band member may request that KLH change a decision.

Applicant or Applicants

Means a person, or persons, applying in accordance with this housing policy to occupy a rental housing unit or construct on a lot owned and administered by KLH

Arrears

Means unpaid rent or other housing payments, such as unresolved tenant damage, owed to the KLH

Authority

Means the power to give orders, make decisions, and enforce obedience.

Authorized Representatives of the First Nation

Means, a person or body (committee, corporation, authority or similar structure) wholly controlled by the Kanaka Bar Indian Band Chief and Council and created for the purpose of administering the housing assets of the community in accordance with the policies and procedures duly approved by that Council.

By-law

Means a law passed by Chief and Council and approved by the Minister of Aboriginal Affairs and Northern Development Canada, as set out in sections 81 and 83 of the Indian Act.

Canadian Human Rights Act

Means the Canadian Human Rights Act, R.S.C. 1985, c.H-6.

Certified Independent Building Inspector

Means a building inspector that has documented certification from a recognized professional industry organization and is qualified to perform building code inspections.

Recognized professional industry organizations may include federal or provincial building officers/officials organizations such as the Alliance of Canadian Building Officials Association (or any of its provincial members) or the Canadian Association of Home and Property Inspectors (or any of its provincial Chapters).

Canada Mortgage and Housing Corporation (CMHC)

CMHC is a federal public corporation that governs the building of homes throughout Canada for all citizens that borrow money from a bank to build their homes, on or off reserve.

Community

Means the Kanaka Bar Indian Band.

Chief

Means the person duly elected as Chief according to Kanaka Bar Indian Band's Election Code.

Council

Means the duly elected Chief and Council according to Kanaka Bar Indian Band's Election Code.

Councillor

Means a person duly elected as Councillor according to Kanaka Bar Indian Band's Election Code.

Damage

Means physical harm to a rental property, unit, fixtures or its contents and includes physical harm caused by theft, fire, flood, earthquake or vandalism.

Damage also includes willful damage by the tenant(s), occupants, guests, or pets of the occupants or guests such as carpet, flooring or countertop stains or markings, damage to drywall, doors, windows or appliances and damage caused by neglected maintenance procedures.

Default

Means the omission or failure to fulfill an obligation by any party that has signed and dated a Residential Tenancy Agreement.

Dependant

Means a person who lives with and relies on another person, especially a family member, for financial support, due to a low income or a disability.

A Dependant may be any of the following relatives of you or your spouse or common-law partner:

- Child (either biological or legally adopted);
- Parent;
- Grandchild;
- Grandparent;
- Brother or Sister;
- Nephew or Niece;
- Brother-in-Law or Sister-in-Law; or
- Aunt or Uncle.

Discrimination

Means an action or a decision that treats a person or a group negatively for reasons such as their race, age disability. These reasons are known as grounds of discrimination.

Discrimination happens when someone is denied an opportunity benefit or advantage, such as a job, promotion, service or housing, because of race, age, disability or another grounds of discrimination.

Dispute Resolution

Means all of the options and processes available to resolve on-reserve housing disputes between a Kanaka Bar Indian Band member and the Kanaka Bar Indian Band or Kanaka Bar Land and Resources Limited Partnership, as set out in sections 6.6 and Schedule J of this housing policy.

The dispute resolution process provides for a review of information and verification that decisions made were in compliance with the Kanaka Bar Indian Band Housing Policy, Residential Tenancy Agreement, Canadian Human Rights Act and all other applicable acts, by-laws, standards, codes or regulations.

Disturbing the Peace

Means when a person's words or conduct jeopardizes the right of neighbouring tenants, occupants or home owners to the quiet enjoyment of their dwelling.

Emergency Situation

Means an immediate, urgent, and critical situation of a temporary nature, regardless of its cause, which may seriously endanger or threaten the lives, health, or safety of individuals.

Elder

Means a Kanaka Bar Indian Band member who is over 60 years of age.

Eligible Applicant or Applicants

Means a person, or persons, who has/have submitted a complete Rental Housing Application or Construction Application that satisfies the Eligibility Requirements set out in sections 3.3.1. and 4.2.1. of this housing policy.

Eviction

Means an action taken by the KLH to remove a tenant(s) and/or occupants from a rental unit for failure to honour the conditions of (default on) their Residential Tenancy Agreement, as set out in Schedule B of this housing policy.

Excessive Noise Due to Pets

Means noise due to pets that impacts the right of neighbouring tenants, occupants and home owners to the quiet enjoyment of their dwelling.

Good Financial Standing

Means not owing any money to KBLR (or its subsidiaries), or, if money is owed, that the repayment of owed money is current.

Guest

Means a person who is not listed in the Residential Tenancy Agreement and is temporarily on the premises, with the permission of the tenant(s), and KLH if present for more than 30 days.

Hazardous Materials

Means a solid, liquid or gas that can harm people, property or the environment. These include materials that are flammable, explosive, corrosive, toxic, radioactive, pathogenic, oxidizing or allergenic.

Household Family Unit

Means a spouse (common-law or married), parent, child, brother and/or sister.

Housing Coordinator

Means the position within Kanaka Bar Land and Resources Limited Partnership that is responsible for delivery and administration of Kanaka Bar Indian Band housing programs and services as set out in this Housing Policy.

Immediate Family

Means a spouse (common-law or married), parent, child, brother and/or sister.

INAC

Means Indigenous and Northern Affairs Canada, formerly known as Aboriginal and Northern Development Canada (AANDC) and/or, as the Department of Indian and Northern Affairs Canada (DIAND).

Indian Act

Means the Indian Act R.S.C. 1985, c.I-5.

Kanaka Bar Indian Band Member or Member

Means an individual whose name appears on the Kanaka Bar Indian Band List or is entitled to appear on the Kanaka Bar Indian Band Band List, as set out in section 6(1) of the Indian Act.

Kanaka Bar Indian Band Housing Policy

Means this Housing Policy as adopted and established by the Kanaka Bar Indian Band Chief and Council March 31, 2016, including amendments from time to time.

Landlord

Means the owner of a house, apartment, condominium, land or real estate which is rented to an individual(s), who is/are called a tenant(s).

Membership Status Number

Means a number allocated to an individual, by the Kanaka Bar Indian Band, that:

- 1) Recognizes the individual as a duly certified member of the Kanaka Bar Indian Band; and
- 2) Conveys the rights and privileges of membership as determined by the Kanaka Bar Indian Band.

Minor

Means a person under the age of majority under Provincial Law.

National Occupancy Standards (NOS)

Means standards that are comprised of the common elements of provincial/territorial occupancy standards. The NOS determines the number of bedrooms a household requires given its size and composition.

Non-First Nation Member

Means a person who is not entered, or entitled to be entered, on the Kanaka Bar Indian Band Band List.

Normal Wear and Tear

Means deterioration that takes place over time from the use of residential premises, even when the tenant provides reasonable care and maintenance.

Obligation

Means an act or course of action to which a person is morally or legally bound.

Occupancy

Means to be granted a temporary right of exclusive residence and peaceful enjoyment of a premises for a length of tenancy as set out in the Residential Tenancy Agreement. Occupancy does not confer any ownership rights to the residence or land and is less than the full right of possession as defined in section 20 or 28(2) of the Indian Act.

Occupant

Means dependents and authorized occupants of the tenants, as set out in the Residential Tenancy Agreement.

Occupy

Means a temporary right of exclusive residence and peaceful enjoyment of a premise granted for a length of tenancy as set out in section 6 of the Residential Tenancy Agreement. This right to occupy does not confer any ownership rights and is less than the full right of possession as defined in sections 20 or 28(2) of the Indian Act.

Over-housed

Means having too many bedrooms for the size of household; generally considered to be less than one person per bedroom.

Pet Damage Deposit

Means a deposit paid by the tenant to KLH to cover damage that may be caused by a pet residing on the rental premises.

Premises

Means a building or residential unit and any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

Priority Rating

Means a score (Priority Rating) assigned to a rental housing application or lot acquisition application by Housing Coordinator, in accordance with the Priority Rating Criteria and Points Allocation System set out in section 3.3 of this housing policy.

Property Insurance

Means insurance coverage against risks to rental property, unit and fixtures such as theft fire, flood, earthquake or vandalism.

Reasonable Grounds

Means when a tenant meets or exceeds any of the thresholds that govern the maximum number non-compliance incidents within the policy areas set out in this housing policy.

Rent

Means the monthly amount paid or required to be paid by a tenant to KLH to occupy a rental property.

Rental Unit

Means a single family dwelling or apartment that is owned or managed by KLH and rented to Kanaka Bar members.

Rental Property

Means a single family dwelling or apartment that is owned or managed by KLH, as well as, any lands deemed to be associated with it by virtue of its inclusion in the Residential Tenancy Agreement.

Residential Tenancy Agreement

Means a written, signed and dated Agreement between KLH and a tenant for the permission to occupy a rental unit. It sets out the covenants and responsibilities of both parties in accordance with the Kanaka Bar Indian Band Housing Policy, Residential Tenancy Agreement and applicable laws, by-laws, standards, codes, rules and regulations.

Regulation

Means any regulation or regulatory authority flowing from either a local law of the Kanaka Bar Indian Band or enabled by any applicable law of general application.

Responsibility

Means a duty or task that one is required to fulfill as stated in this Housing Policy and agreed upon in the Residential Tenancy Agreement.

Single Family Dwelling

Means a single dwelling unit that is completely separated by open space on all sides from any other structure, except its own garage or shed. Single Family Dwellings are intended to be occupied by a Household Family Unit.

Security Deposit

Means a deposit paid by the tenant to KLH to cover losses to that may occur during the tenancy (i.e. damage to the rental unit).

Tenancy

Means an Agreement by which an owner of real property (the Landlord/First Nation), grants another person or persons (the tenant(s)) quiet enjoyment, reasonable privacy, freedom from unreasonable disturbance, and exclusive use of a rental premises, for the duration of the Agreement.

Tenant or tenants

Means a person or persons who enter into a Residential Tenancy Agreement with KLH (Landlord) in return for the right to occupy a rental unit.

Tenant Damage

Means damage caused to a rental premise as a result of wilful damage or neglect by the tenant(s), occupants, guests, or pets of the occupants or guests, such as carpet, flooring or countertop stains or markings, damaged drywall, doors, windows or appliances and damage caused by neglected maintenance procedures.

Tenant Contents Insurance

Means insurance purchased by a tenant that provides coverage for the tenant's personal property against perils such as fire, theft and vandalism.

Term

Means a fixed or limited period for which something, such as a Residential Tenancy Agreement, lasts or is intended to last.

Terminating a Tenancy for Cause

Means to terminate a tenancy (issue an Eviction Notice) because a tenant(s) has/have defaulted on one or more of their obligations or promises as set out in a signed and dated Residential Tenancy Agreement.

Under-housed

Means having too few bedrooms for the size of household; generally considered to be more than two persons per bedroom.

Unlawful Activities

Activities that are expressly or implicitly prohibited by any law of the Kanaka Bar Indian Band or any law of general application that applies on-reserve are considered to be illegal and unlawful. Such activities include, but are not limited to:

- 1) The production, consumption and/or trafficking of drugs;
- 2) Activity related to gangs and organized crime;
- 3) The possession, use and/or selling of unregistered or illegal firearms;
- 4) Uttering Threats;
- 5) Verbal, physical or sexual abuse;
- 6) Bootlegging;
- 7) Use of the residence for the consumption of illegal drugs;
- 8) Production or distribution of child pornography; and
- 9) The possession or trafficking of illegal cigarettes.

Vandalism

Means deliberately damaging or destroying public property or someone else's private property.

Vandalism includes such actions as breaking windows, spray painting a wall with graffiti, tire slashing, arson or ransacking a property, its structure, fixtures and/or its contents.

Willful of Intentional Damage

Means any destruction or marring of a rental unit or property, including any act or omission that renders any part of the Premises dangerous, useless, inoperative or unsightly and occurs as the result of an intentional act or omission or negligence on the part of the tenant(s), the tenant's immediate family, occupants, guests or pets.

Working Days

Means business days between and including Monday to Friday and excluding public holidays and weekends.

Appendix B. Application of Laws, By-Laws, Acts, Standards, and Codes

Application of the Residential Tenancy Agreement

The Residential Tenancy Agreement

Any change or addition to the Residential Tenancy Agreement must be agreed to in writing, signed, dated and each page initialed by both Housing Coordinator and the tenant(s). If a change is not agreed to in such manner, or is unreasonable, it is not enforceable.

The requirement for agreement does not apply to:

- 1) Rent increases given in accordance with section 3.3.3. of the Housing Policy; or
- 2) A withdrawal of, or a restriction on, a service or facility that is given in accordance with this Rental Housing Policy; or
- 3) A term in respect of which KLH or tenant(s) has/have obtained a Dispute Resolution Order that the agreement of the other is not required.

Application of the Canadian Human Rights Act (CHRA)

Prior to its repeal in 2008, Section 67 of the Canadian Human Rights Act explicitly prevented people from filing discrimination complaints on issues governed by the Indian Act, including such matters as Band/First Nation membership, land use regulation and the allocation and provision of housing and other services.

In June 2011, following a three-year transition period, First Nations in Canada became fully subject to the Canadian Human Rights Act.

Purpose of the Canadian Human Rights Act

The purpose of the Canadian Human Rights Act to ensure all individuals have an equal opportunity to make for themselves the lives that they are able and wish to have, without being hindered in or prevented from doing so by discriminatory practices.

First Nation Legal Traditions and Customary Laws

The Canadian Human Rights Act includes a provision that requires the Commission, the Tribunal and the courts to consider First Nations legal traditions and customary laws when applying the Act.

This rule has certain limits. First Nation legal traditions or customary laws must respect gender equality.

Constitutional Jurisdiction for First Nation Human Rights

The constitutional jurisdiction for First Nation human rights will vary from one First Nation to another.

Generally speaking, the division of jurisdiction is based on whether the essential nature of an operation falls under federal, provincial, territorial or First Nation legislative competence.

Federal Jurisdiction

The Commission and Tribunal were created by the federal government to administer the Canadian Human Rights Act by protecting the core principle of equal opportunity and promoting a vision of an inclusive society free from discrimination by:

- 1) Promoting human rights through research and policy development;
- 2) Protecting human rights through a fair and effective complaints process; and
- 3) Representing the public interest to advance human rights for all Canadians.

The Canadian Human Rights Commission and Tribunal are legally responsible for the regulation of First Nation human rights as they relate to:

- 1) First Nations operating under the Indian Act; and
- 2) Self-Governing First Nations that have not enacted their own Human Rights models.

Provincial or Territorial Jurisdiction

Not every organization run by First Nations people or located in a First Nations community is federally regulated. Provinces and territories also regulate businesses and service providers, like restaurants and grocery stores. They also have their own human rights laws dispute resolution processes.

In cases where the jurisdiction falls under provincial or territorial jurisdiction, complainants can access the applicable human rights complaint process.

First Nation Jurisdiction

On-reserve human rights may also be administered and regulated by self-governing First Nations that have enacted their own Human Rights models.

Human Rights and On-Reserve Tenancy

The provision of on-reserve rental housing is subject to sections 5 and 6 of the Canadian Human Rights Act which read:

Section 5 of the CHRA: Denial of good, service, facility or accommodation

5. It is a discriminatory practice in the provision of goods, services, facilities or accommodation customarily available to the general public

(a) to deny, or to deny access to, any such good, service, facility or accommodation to any individual

or

(b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

Section 6 of the CHRA: Denial of commercial premises or residential accommodation

6. It is a discriminatory practice in the provision of commercial premises or residential accommodation

(a) to deny occupancy of such premises or accommodation to any individual, or

(b) to differentiate adversely in relation to any individual, on a prohibited ground of discrimination.

Harassment

Section 14.1 of the Canadian Human Rights Act addresses the issue of Harassment:

It is a discriminatory practice for a person against whom a complaint has been filed under Part III, or any person acting on their behalf, to retaliate or threaten retaliation against the individual who filed the complaint or the alleged victim.

Appendix C. Maintenance and Inspection Schedule

Rental and rent-to-own homes will be inspected monthly, in addition to a comprehensive annual inspection of the units.

Owned homes will not be inspected unless requested by and paid for by the homeowner, or if the KBIB becomes aware of extenuating circumstances which endanger the community (including but not limited to dangerous goods, illegal activity, or hazards contravening the Licence of Occupation).

Seasonal and annual inspections and maintenance activities may include the following:

Fall (September 1 - November 30)

Maintenance
Turn ON gas furnace pilot light (if your furnace has one), set the thermostat to "heat" and test the furnace for proper operation by raising the thermostat setting until the furnace starts to operate. Once you have confirmed proper operation, return the thermostat to the desired setting.
If you have central air conditioning, make sure the drain pan under the cooling coil mounted in the furnace plenum is draining properly and is clean.
Have furnace or heating system serviced by a qualified service company as recommended by the manufacturer.
If the heat recovery ventilator has been shut off for the summer, clean the filters and the core, and pour water down the condensate drain to test it.
Disconnect the power to the furnace and examine the forced air furnace fan belt, if installed, for wear, looseness or noise; clean fan blades of any dirt buildup.
Remove interior insect screens from windows to allow air from the heating system to keep condensation off window glass and to allow more free solar energy into your home.
Clean leaves from eavestroughs and roof, and test downspouts to ensure proper drainage from the roof.
Lubricate circulating pump on hot water heating system.
Bleed air from hot water radiators.
Replace window screens with storm windows.
Check and clean or replace furnace air filters each month during the heating season.
Winterize landscaping, for example, store outdoor furniture, prepare gardens and, if necessary, protect young trees or bushes for winter.
Install window film, if desired.
Cover outside of air-conditioning units and shut off power.
Remove the grilles on forced air systems and vacuum inside the ducts.
Drain and store outdoor hoses. Close interior valve to outdoor hose connection and drain the hose bib (exterior faucet), unless your house has frostproof hose bibs.
Vacuum electric baseboard heaters to remove dust.
Clean portable humidifier, if one is used.

Inspections
Check sump pump and line to ensure proper operation, and to ascertain that there are no line obstructions or visible leaks.
Check to see that the ductwork leading to and from the heat recovery ventilator is in good shape, the joints are tightly sealed (aluminum tape or mastic) and any duct insulation and plastic duct wrap is free of tears and holes.
If you have a septic tank, measure the sludge and scum to determine if the tank needs to be emptied before the spring. Tanks should be pumped out at least once every three years.
If there is a door between your house and the garage, check the adjustment of the self-closing device to ensure it closes the door completely.
Ensure windows and skylights close tightly; repair or replace weatherstripping, as needed.
Ensure all doors to the outside shut tightly, and check other doors for ease of use. Replace door weatherstripping if required.
Check smoke, carbon monoxide and security alarms, and replace batteries.
Check chimneys for obstructions (such as nests) before turning on your furnace.

Winter (December 1 - February 28)

Maintenance
If you have a plumbing fixture that is not used frequently, such as a laundry tub or spare bathroom sink, tub or shower stall, run some water briefly to keep water in the trap.
Vacuum fire and smoke detectors, as dust or spider webs can prevent them from functioning.
Clean humidifier two or three times during the winter season.
Keep snow clear of gas meters, gas appliance vents, exhaust vents and basement windows.
Check and clean or replace furnace air filters each month during the heating season.

Inspections
Check the basement floor drain to ensure the trap contains water; refill with water if necessary.
Monitor your home for excessive moisture levels and take corrective action if necessary.
Check all faucets for signs of dripping and change washers as needed. Faucets requiring frequent replacement of washers may be in need of repair.
Test plumbing shut-off valves to ensure they are working and to prevent them from seizing.
Examine windows and doors for ice accumulation or cold air leaks. If found, make a note to repair or replace in the spring.
Examine attic for frost accumulation. Check roof for ice dams or icicles. If there is excessive frost or staining of the underside of the roof, or ice dams on the roof surface.
Monitor outdoor vents, gas meters and chimneys for ice and snow buildup. Consult with an appropriate contractor or your gas utility for information on how to safely deal with any ice problems you may discover.
Check electrical cords, plugs and outlets for all indoor and outdoor seasonal lights to ensure fire safety; if worn, or if plugs or cords feel warm to the touch, replace immediately.

Spring (March 1 - May 30)

Maintenance
After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck. Caution: This test may release hot water that can cause burns.
Shut down, drain and clean furnace humidifier, and close the furnace humidifier damper on units with central air conditioning.
Switch on power to air conditioning and check system. Have it serviced every two or three years.
Clean or replace air-conditioning filter, if applicable.
Turn OFF gas furnace and fireplace pilot lights where possible.
Clean windows, screens and hardware, and replace storm windows with screens. Check screens first and repair or replace if needed.
Open valve to outside hose connection after all danger of frost has passed.

Inspections
Have fireplace or wood stove and chimney cleaned and serviced.
Check for and seal off any holes in exterior cladding that could be an entry point for small pests, such as bats and squirrels.
Examine the foundation walls for cracks, leaks or signs of moisture, and repair as required.
Ensure sump pump is operating properly before the spring thaw sets in. Ensure discharge pipe is connected and allows water to drain away from the foundation.
Check eavestroughs and downspouts for loose joints and secure attachment to your home, clear any obstructions, and ensure water flows away from your foundation.
Check dehumidifier and drain —clean if necessary.

Summer (June 1 - August 31)

Maintenance
Clean or replace air-conditioning filter, and clean or replace ventilation system filters if necessary.
Remove any plants that contact —and roots that penetrate— the siding or brick.
Lubricate garage door and hardware, and ensure it is operating properly.
Lubricate door hinges, and tighten screws as needed.
Disconnect the duct connected to your clothes dryer, and vacuum lint from duct, the areas surrounding your dryer and your dryer's vent hood outside.
Vacuum bathroom fan grille.

Inspections
Monitor basement humidity and avoid relative humidity levels above 60 per cent. Use a dehumidifier to maintain relative humidity below 60 per cent.
Inspect electrical service lines for secure attachment where they enter your house, and make sure there is no water leakage into the house along the electrical conduit. Check for overhanging tree branches that may need to be removed.
Check security of all guardrails and handrails.
Check smooth functioning of all windows, and lubricate as required.
Inspect window putty on outside of glass panes of older houses, and replace if needed.
Check basement pipes for condensation or dripping and, if necessary, take corrective action; for example, reduce humidity and/or insulate cold water pipes.
Check for and replace damaged caulking and weatherstripping around mechanical and electrical services, windows and doorways, including the doorway between the garage and the house.
Check exterior wood siding and trim for signs of deterioration; clean, replace or refinish as needed.
Check the chimney cap and the caulking between the cap and the chimney.
From the ground, check the general condition of the roof and note any sagging that could indicate structural problems requiring further investigation from inside the attic. Note the condition of shingles for possible repair or replacement, and examine roof flashings, such as at chimney and roof joints, for any signs of cracking or leakage.

As Needed

Maintenance
Repair driveway and walkways as needed.
Repair any damaged steps.
Clean drains in dishwasher, sinks, bathtubs and shower stalls.
Re-level any exterior steps or decks that moved as a result of frost or settling.
Deep clean carpets and rugs.

SCHEDULES

Schedule A: Rental Application Form

Name: _____ Phone: _____ Date Received: _____

Please put N/A if any items do not apply to you or your family. Do not leave any blank spaces.

LIST THE NAMES OF EVERYONE LIVING IN THE HOUSE.

	Member's Name	Relationship	Date of Birth	Employer
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Are you or your family currently homeless? If YES, please provide the reasons why below.

CURRENT HOUSE

How many bedrooms does your current house have? _____

Has your house been condemned? (If YES, please attach inspector's report) _____

How old is your house? _____

Do you own or rent your current house? _____

What are your monthly payments for the house? _____

Have you ever missed a payment on the house? _____

Do you have any outstanding payments due on the house? _____

What is the total average cost of your utility payments each month? _____

INCOME

What was your total annual household income (from all sources) last year? _____

What was your total annual household income (from all sources) the year previous? _____

How much money do you have in savings? _____

Please list any debts you have and the payments you make below.

Loan From:	Loan For:	Total Debt	Monthly Payments

EMPLOYMENT

Name of Current Employer: _____

How long have you been in this job? _____

APPLICANT STATEMENT

I hereby certify that the information given on household composition and income is accurate and complete to the best of my knowledge and belief. I understand that false statements or information are punishable. I also understand that false statements or information are grounds for termination or denial of housing assistance.

Signature of Head of Household

Date

Signature of Spouse

Date

For Internal Use Only

Waiting Time _____

Date Processed _____

Household Type _____

Acceptance Letter Sent _____

Household Size _____

Added to Housing Waiting List _____

House Condition _____

Emergency _____

Discretionary _____

Total Points _____

New Housing Application – Eligible

Date

Name

Address

Dear _____,

RE: Your Application for New Housing

We received your application for new housing on _____. We have assessed your application and determined that you are eligible for a new house. Your application has been assigned ____ points. You are ____ on the waiting list which has a total of ____ applicants.

Based on our current waiting list and the number of houses we plan to build, you will likely be allocated housing in the next ____ years.

If you would like more information about your application and how the points were decided or about the waiting list, please see the COO.

Yours truly,

Kanaka Land and Holdings Ltd.

Representative

New Housing Application – Not Eligible

Date

Name

Address

Dear _____,

RE: Your Application for New Housing

We received your application for new housing on _____. We have assessed your application and determined that you are not eligible for a new house. Your application has not been accepted for our housing program because _____.

If you would like more information about your application and why you are not eligible, please see the COO.

Yours truly,

Kanaka Land and Holdings Ltd.

Representative

Reasons Not Eligible:

1. Replacement of houses not insured and damaged or destroyed by fire.
2. Band member in arrears with KLH until six months after arrears have been paid in full.
3. Replacement of houses less than 25 years old unless they were poorly constructed by a contractor.

Schedule B: Residential Tenancy Agreement

Residential Tenancy Agreement

This agreement made the ____ day of _____, 20____

between: **Kanaka Land and Holdings Ltd.**, a provincially incorporated company having an address of 2693 Siwash Road, PO Box 610, Lytton BC, V0K 1Z0 (the 'Landlord')

and _____, a resident of Kanaka Bar and having an address of PO Box _____, Lytton BC, V0K 1Z0 (the 'Tenant')

WHEREAS the Landlord holds the lease on the residential building and supporting infrastructure located at _____ and wishes to rent the building out to a Tenant (the 'Premises').

WHEREAS the Tenant wishes to rent out the Premises for use as a residential place for themselves and their family.

THEREFORE the Landlord and Tenant agree as follows:

1. The following person is to act on behalf of the Landlord, is the point of first contact for the Tenant, is authorized to accept notices from the Tenant, and to accept any service of legal process or notice.

Housing Coordinator
2693 Siwash Road
Lytton, BC, V0K 1Z0
(250) 455-2200

2. Rent and Payment of Rent
 - i. The rent is \$300 per month.
 - ii. Rent is payable on or before the 1st day of each month at the Landlords office. The Landlord will issue a written receipt to the Tenant, which will include a rental payment history.
 - iii. First payment starts on February 1, 2016 and is payable on the 1st of each month thereafter.
 - iv. The monthly rent will be reviewed by the parties in January of 2017 and is subject to change once a year based on renovations, improvements, and appliance upgrades.
 - v. The Landlord can change the amount of rent payable by the Tenant with 3 months' written notice delivered to the Tenant.

3. Termination by Tenant

The Tenant has the right to terminate this agreement upon one month's written notice to the Landlord.

- i. The Tenant must vacate the premises before the last day of the month that the Tenant notice is delivered so that the Landlord can clean and rent the Premises to another individual.
- ii. Any Tenant belonging left in or around the Premises after the end of the month will be discarded by the Landlord.

4. Occupants

The Tenant agrees that the following persons will be the only permanent occupants of the premises during the term of this agreement. The Landlord may consent in writing to other persons becoming permanent occupants. The Tenant acknowledges and agrees that breach of this covenant will provide grounds for termination of this agreement.

There will be _____ person(s) occupying the rental premises and their names are:

_____	_____
_____	_____
_____	_____
_____	_____

Except for casual guests, no other persons shall occupy the premises without written consent of the Landlord. Casual guest maximum stay is 30 days; extended stays beyond 30 days without Landlord consent constitutes the Tenant being in breach of this agreement and is grounds for termination.

5. Utilities will be paid by the Tenant as indicated below:

Electricity	[]	Gas	[]	Cable	[]
Telephone	[]	Satellite	[]		

6. The Landlord will maintain the premises and appliances provided by the Landlord in a condition that complies with Kanaka Bar Indian Band's maintenance standards.

7. Premise Condition

- i. The Landlord and Tenant will complete an inspection when this Agreement is signed. A copy of the completed inspection and the Agreement will be kept by both parties in regards to the current condition of the Premises, yard, and appliances.
- ii. The Landlord will maintain the Premises and appliances provided by the Landlord in a condition that complies with reasonable maintenance standards.

- iii. The Landlord and Tenant will work together to create a renovations and improvement plan for the Premises which will be carried out the Landlord with permission and in a timeframe consented to by the Tenant.

8. Security Deposit

- i. For current occupiers of the Premises, no deposit is required.
- ii. For all new Tenants, the sum of \$ _____ is required as a security deposit to secure the Tenant's performance of the obligation imposed by this agreement. The following terms shall apply to the deposit;
 - a. The Landlord may claim only the amount reasonably necessary to repair damages to the premises caused by the misconduct or neglect of the Tenant, except deterioration caused by fair wear and tear, or to remedy any other default by the Tenant under the provisions of the agreement;
 - b. If the Landlord claims any portion of the security deposit, he or she will give the Tenant a written accounting for the claim in the form prescribed by the applicable act dealing with Landlord and Tenant matters within 30 days of the Tenant's departure from the premise.

9. Inspections

The Landlord shall give at least 24 hours written notice of intent to enter the Tenant's premises during reasonable hours, but such notice need not be given in the event of emergency or if the Tenant consents to the Landlord's entry without such notice being given. If it is reported or suspected that the rental property has been abandoned by the tenant the Landlord may enter the premises without notice.

10. Grounds for Termination by Landlord:

General: The Landlord has the general right to terminate this Agreement upon 3 months' written notice to the Tenant.

- i. The Tenant can appeal, in writing, the termination notice to the Chief and Council of the Kanaka Bar Indian Band who meets on the 1st Monday of each month.
- ii. The Tenant can stay in the Premises during the appeal but must pay the rent for the applicable month(s).

Specific: The Landlord may give a minimum 30 day 'Notice of Termination' in writing for one or more of the following reasons:

- i. Conduct of the Tenant, or of a person permitted in or on the premises by the Tenant, has unreasonably disturbed the enjoyment of other occupants in, on or surrounding the premises.
- ii. The Tenant or a person permitted in or on the premises by the tenant, caused extraordinary damages to the premises.
- iii. The Tenant does not repair damage to the rental unit or other residential property, as required within a reasonable time;
- iv. The Tenant or a person permitted on the residential property by the Tenant has;

- a. Significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property;
 - b. Seriously jeopardized the health and safety or a lawful right or interest of the Landlord or another occupant, or put the landlord's property at significant risk;
 - v. The Tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that:
 - a. Has caused or is likely to cause damage to the Landlord's property;
 - b. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - c. Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord;
 - vi. The Tenant is unable to establish or maintain basic utilities for electricity and/or heat. Disconnection of services must be restored within 10 days of disconnection failure to restore these basic services is cause for immediate termination of the tenancy, whereby additional notification to end the tenancy will not be required.
 - vii. The Tenant does not pay rent. If rent is not being paid:
 - a. The Landlord will make a phone call or personal visit to the Tenant and record the same in the Premise file;
 - b. If no rent is paid after 7 days, a formal letter will go out regarding rent due;
 - c. A Notice of Termination will be issued under the discretion of the Landlord;
 - d. When a Tenant receives a Notice of Termination from the Landlord, the Tenant is expected to vacate the premises and return the key once final notice has been received; and
 - e. The Landlord will remove under supervision/witness (i.e., RCMP) and/or arrange for the removal of the Tenant's personal belongings from the premises at the expense of the Tenant. Once removed the belongings will be placed in storage for up to 90 days, if not claimed within 90 days the Tenant forfeits the belongings.
11. The Landlord may hold a Tenant responsible for any damage if the Tenant does not meet the responsibilities for repair and maintenance. The Landlord may keep an amount, as determined by a move-out inspection, from the security deposit and interest after the tenancy ends.
12. The Tenant may keep up to two cats and two dogs in the house and property as stated in the Kanaka Bar Animal by-law, including guide dogs or other assistance animals for disabled residents. Pets must be restricted to the property and not be allowed or able to leave the premises except on leash or otherwise restrained.

13. The Tenant agrees to:

- i. Ensure that necessary steps are taken to repair any damages caused, intentionally or not, by the Tenant or a guest of the Tenant;
- ii. Ensure that the Premises are kept in a condition that meets health and safety standards;
- iii. Notify the Landlord of any maintenance, repairs, or damage to the Premises as soon as possible;
- iv. Work with the Landlord to develop a renovation and improvement plan;
- v. Mow and water the lawn;
- vi. Keep the property around the Premises in good order and condition;
- vii. Keep the sidewalk surrounding the Premises free and clear of all obstructions;
- viii. Take due precautions against freezing of water or waste pipes and stoppage of the same;
- ix. That in case of water or waste pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at the Tenant's own expense as well as pay for all damage caused; and
- x. The Tenant is encouraged to approach the Landlord in the event of circumstances, which might lead to the non-payment of rent and arrange for a rent deferral.

14. Insurance

The Tenant is advised to obtain personal liability and contents insurance to protect their personal interest for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant and to any member of the Tenant's family, or to any other person while such property is on the premises or on the premises of the Kanaka Bar Indian Band.

15. Vacating the Premises

Upon vacating the Premises, the dwelling must be left clean or the Tenant will be charged for cleaning:

- i. rugs vacuumed and shampooed;
- ii. floors cleaned;
- iii. walls cleaned;
- iv. all electrical light bulbs functioning and in place and all fixtures whole and in place;
- v. refrigerator cleaned and left in good working order;
- vi. stove interior, exterior, and surrounding area cleaned, and left in working order;
- vii. all garbage removed from the premises inside and outside; and
- viii. washer and dryer cleaned and left in working order.

16. The following forms and documents form part of this Agreement:

- i. Kanaka Bar Indian Band Housing Policy
- ii. Rental Application Form
- iii. Move In/Move Out Inspection
- iv. Maintenance and Inspection Schedule
- v. Notification of Tenant Change
- vi. Complaints Tracking Form

The Tenant hereby acknowledges having read this Tenancy Agreement and acknowledges receipt of duplicate copy.

Dated this _____ day of _____, 20_____.

Tenant

KLH Representative

Date

Date

Schedule C: Rent-to-Own Agreement

Rent-to-Own Agreement

This agreement made the _____ day of _____, 20____

between: **Kanaka Land and Holdings Ltd.**, a provincially incorporated company having an address of 2693 Siwash Road, PO Box 610, Lytton BC, V0K 1Z0 (the 'Landlord')

and _____, a resident of Kanaka Bar and having an address of PO Box _____, Lytton BC, V0K 1Z0 (the 'Tenant')

WHEREAS the Landlord holds the lease on the residential building and supporting infrastructure located at _____ and wishes to rent the building out to a Tenant (the 'Premises').

WHEREAS the Tenant wishes to rent out the Premises for use as a residential place for themselves and their family.

THEREFORE the Landlord and Tenant agree as follows:

1. The following person is to act on behalf of the Landlord, is the point of first contact for the Tenant, is authorized to accept notices from the Tenant, and to accept any service of legal process or notice.

Housing Coordinator
2693 Siwash Road
Lytton, BC, V0K 1Z0
(250) 455-2200

2. Rent and Payment of Rent
 - i. The rent is \$300 per month.
 - ii. Rent is payable on or before the 1st day of each month at the Landlords office. The Landlord will issue a printed receipt to the Tenant, which will include a rental payment history.
 - iii. First payment starts on February 1, 2016 and is payable on the 1st of each month thereafter.
 - iv. The monthly rent will be reviewed by the parties in January of 2017 and is subject to change once a year based on renovations, improvements, and appliance upgrades.
 - v. The Landlord can change the amount of rent payable by the Tenant with 3 months written notice delivered to the Tenant.

3. Termination by Tenant

The Tenant has the right to terminate this agreement upon one month's written notice to the Landlord.

- i. The Tenant must vacate the premises before the last day of the month that the Tenant notice is delivered so that the Landlord can clean and rent the Premises to another individual.
- ii. Any Tenant belonging left in or around the Premises after the end of the month will be discarded by the Landlord.

4. Occupants

The Tenant agrees that the following persons will be the only permanent occupants of the premises during the term of this agreement. The Landlord may consent in writing to other persons becoming permanent occupants. The Tenant acknowledges and agrees that breach of this covenant will provide grounds for termination of this agreement.

There will be _____ person(s) occupying the rental premises and their names are:

_____	_____
_____	_____
_____	_____
_____	_____

Except for casual guests, no other persons shall occupy the premises without written consent of the Landlord. Casual guest maximum stay is 30 days; extended stays beyond 30 days without KLH consent constitutes the Tenant being in breach of this agreement and is grounds for termination.

5. Utilities will be paid by the Tenant as indicated below:

Electricity	[]	Gas	[]	Cable	[]
Telephone	[]	Satellite	[]		

6. The Landlord will maintain the premises and appliances provided by the Landlord in a condition that complies with Kanaka Bar Indian Band's maintenance standards.

7. Premise Condition

- i. The Landlord and Tenant will complete an inspection when this Agreement is signed. A copy of the completed inspection and the Agreement will be kept by both parties in regards to the current condition of the Premises, yard, and appliances.

- ii. The Landlord will maintain the Premises and appliances provided by the Landlord in a condition that complies with reasonable maintenance standards.
- iii. The Landlord and Tenant will work together to create a renovations and improvement plan for the Premises which will be carried out the Landlord with permission and in a timeframe consented to by the Tenant.

8. Security Deposit

- i. For current occupiers of the Premises, no deposit is required.
- ii. For all new Tenants, the sum of \$ _____ is required as a security deposit to secure the Tenant's performance of the obligation imposed by this agreement. The following terms shall apply to the deposit;
 - a. The Landlord may claim only the amount reasonably necessary to repair damages to the premises caused by the misconduct or neglect of the Tenant, except deterioration caused by fair wear and tear, or to remedy any other default by the Tenant under the provisions of the agreement;
 - b. If the Landlord claims any portion of the security deposit, he or she will give the Tenant a written accounting for the claim in the form prescribed by the applicable act dealing with Landlord and Tenant matters within 30 days of the Tenant's departure from the premise.

9. Inspections

The Landlord shall give at least 24 hours written notice of intent to enter the Tenant's premises during reasonable hours, but such notice need not be given in the event of emergency or if the Tenant consents to the Landlord's entry without such notice being given. If it is reported or suspected that the rental property has been abandoned by the tenant the Landlord may enter the premises without notice.

10. Grounds for Termination by Landlord:

General: The Landlord has the general right to terminate this Agreement upon 3 months written notice to the Tenant.

- i. The Tenant can appeal, in writing, the termination notice to the Chief and Council of the Kanaka Bar Indian Band who meets on the 1st Monday of each month.
- ii. The Tenant can stay in the Premises during the appeal but must pay the rent for the applicable month(s).

Specific: The Landlord may give a minimum 30 day 'Notice of Termination' in writing for one or more of the following reasons:

- i. Conduct of the Tenant, or of a person permitted in or on the premises by the Tenant, has unreasonably disturbed the enjoyment of other occupants in, on or surrounding the premises.
- ii. The Tenant or a person permitted in or on the premises by the tenant, caused extraordinary damages to the premises.
- iii. The Tenant does not repair damage to the rental unit or other residential property, as required within a reasonable time;

- iv. The Tenant or a person permitted on the residential property by the Tenant has;
 - a. Significantly interfered with or unreasonably disturbed another occupant or the Landlord of the residential property;
 - b. Seriously jeopardized the health and safety or a lawful right or interest of the Landlord or another occupant, or put the landlord's property at significant risk;
 - v. The Tenant or a person permitted on the residential property by the tenant has engaged in illegal activity that:
 - a. Has caused or is likely to cause damage to the Landlord's property;
 - b. Has adversely affected or is likely to adversely affect the quiet enjoyment, security, safety or physical well-being of another occupant of the residential property; or
 - c. Has jeopardized or is likely to jeopardize a lawful right or interest of another occupant or the Landlord;
 - vi. The Tenant is unable to establish or maintain basic utilities for electricity and/or heat. Disconnection of services must be restored within 10 days of disconnection failure to restore these basic services is cause for immediate termination of the tenancy, whereby additional notification to end the tenancy will not be required.
 - vii. The Tenant does not pay rent. If rent is not being paid:
 - a. The Landlord will make a phone call or personal visit to the Tenant and record the same in the Premise file;
 - b. If no rent is paid after 7 days, a formal letter will go out regarding rent due;
 - c. A Notice of Termination will be issued under the discretion of the Landlord;
 - d. When a Tenant receives a Notice of Termination from the Landlord, the Tenant is expected to vacate the premises and return the key once final notice has been received; and
 - e. The Landlord will remove under supervision/witness (i.e., RCMP) and/or arrange for the removal of the Tenant's personal belongings from the premises at the expense of the Tenant. Once removed the belongings will be placed in storage for up to 90 days, if not claimed within 90 days the Tenant forfeits the belongings.
11. The Landlord may hold a Tenant responsible for any damage if the Tenant does not meet the responsibilities for repair and maintenance. The Landlord may keep an amount, as determined by a move-out inspection, from the security deposit and interest after the tenancy ends.
12. The Tenant may keep up to two pets in the house and property as stated in the Kanaka Bar Animal by-law, including guide dogs or other assistance animals for disabled residents. Pets must be restricted to the property and not be allowed or able to leave the premises except on leash or otherwise restrained.
13. The Tenant agrees to:
- i. Ensure that necessary steps are taken to repair any damages caused, intentionally or not, by the Tenant or a guest of the Tenant;

- ii. Ensure that the Premises are kept in a condition that meets health and safety standards;
- iii. Notify the Landlord of any maintenance, repairs, or damage to the Premises as soon as possible;
- iv. Work with the Landlord to develop a renovation and improvement plan;
- v. Mow and water the lawn;
- vi. Keep the property around the Premises in good order and condition;
- vii. Keep the sidewalk surrounding the Premises free and clear of all obstructions;
- viii. Take due precautions against freezing of water or waste pipes and stoppage of the same;
- ix. That in case of water or waste pipes become clogged by reason of the Tenant's neglect or recklessness, the Tenant shall repair the same at the Tenant's own expense as well as pay for all damage caused; and
- x. The Tenant is encouraged to approach the Landlord in the event of circumstances, which might lead to the non-payment of rent and arrange for a rent deferral.

14. Insurance

The Tenant is advised to obtain personal liability and contents insurance to protect their personal interest for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant and to any member of the Tenant's family, or to any other person while such property is on the premises or on the premises of the Kanaka Bar Indian Band.

15. Vacating the Premises

Upon vacating the Premises, the dwelling must be left clean or the Tenant will be charged for cleaning;

- i. rugs vacuumed and shampooed;
- ii. floors cleaned;
- iii. walls cleaned;
- iv. all electrical light bulbs functioning and in place and all fixtures whole and in place;
- v. refrigerator cleaned and left in good working order;
- vi. stove interior, exterior, and surrounding area cleaned, and left in working order;
- vii. all garbage removed from the premises inside and outside; and
- viii. washer and dryer cleaned and left in working order.

16. The following forms and documents form part of this Agreement:

- i. Kanaka Bar Indian Band Housing Policy
- ii. Rental Application Form
- iii. Move In/Move Out Inspection
- iv. Maintenance and Inspection Schedule
- v. Notification of Tenant Change
- vi. Complaints Tracking Form

17. Once a tenant has completely paid the full amount of the housing loan for his/her housing unit with personal funds, he/she is entitled to purchase the home from Kanaka Land and Holdings Limited Partnership for one dollar (\$1).

Kanaka Land and Holdings Limited Partnership will provide a mortgage balance to all rent-to-own tenants once a year. The mortgage balance will be based on the calculation of payments made by the tenant.

Social Assistance payments do/do not qualify as personal payments.

Housing Coordinator will notify the home occupants, in writing, when the mortgage is paid in full. The home occupant will arrange with KLH to purchase the home and receive a Certificate of Ownership document.

The Tenant hereby acknowledges having read this Agreement and acknowledges receipt of duplicate copy.

Dated this _____ day of _____, 20_____.

Tenant

KLH Representative

Date

Date

Schedule D: Sublet Tenancy Agreement

THIS AGREEMENT is made on this ____ day of _____ 20__

Between _____
(the 'Tenant')

And _____
(the 'Subtenant')

Where the Tenant wishes to sublet the premises at _____, to the Subtenant;

The Tenant and the Subtenant agree as follows:

1. The Tenant sublets the premises to the Subtenant.
2. Only the Subtenant and those listed on this agreement are permitted to reside in the premises.
3. The period of the sublet shall be from _____ to _____, 20__
(the "sublet period").
4. The Tenant or the Subtenant may, prior to the expiry of the sublet period, serve the other with notice of termination by way of written notice to be given at least thirty (30) days before the date the termination is specified to be effective.
5. The Subtenant will pay rent directly to Kanaka Bar Indian Band on the first day of every month during the sublet period commencing the first day of _____, 20__ in the sum of \$_____.
6. The Subtenant will be responsible for the payment of all other services and public utilities.
7. The Subtenant will not rent or sublet the premises or any part of it to anyone.
8. The Subtenant will use and occupy the premises during the sublet period as a residential dwelling only.
9. The Subtenant will not alter the locking systems on any door of the premises.

10. The Subtenant will vacate the premises at the end of the sublet period, leave the premises in a clean and good condition, and return all keys of the premises to the Tenant. Normal wear and tear in the use of the premises is acceptable.
11. The Subtenant or anyone permitted under this agreement to live in the premises shall have no right whatsoever to make any claim or to bring any action of whatever kind including occupancy, possessory and ownership claims or actions in relation to the premises or to make any claim or to bring any action in relation to any loss, injury or death suffered as a result of occupying the premises.
12. The Subtenant shall not make any alterations or improvements to the premises during the sublet period.
13. Occupants:

APPLICANT STATEMENT

I hereby certify that the information given to Kanaka Bar Indian Band is accurate and complete to the best of my knowledge and belief. I understand that false statements or information are punishable under federal law. I also understand that false statements or information are grounds for termination or denial of housing assistance.

Signature of Head of Household	Date	Signature of Subtenant	Date

Signature of KLH Representative	Date

Schedule E: Notification of Tenant Change

Head of Household Name:		Telephone Number:	
Unit Address:		Rent:	No. Occupants:
Report Date:	CMHC#/Band rental:	Change to be Sent to Income Assistance: Yes No	

1. This form may be submitted as changes occur.
2. An Income Assistance Rent Calculation must be attached for applicable changes.

Complete Column 1, 2, or 3		1. If New Tenant/ Occupant	2. If Vacating Tenant/ Occupant	3. If Other Change			Effective Date
				Check (✓)Change			
Tenant Name	Relation to HOH	Occupancy Date	Move-Out Date	Name	Income	Family Comp	Effective Date

Head of Household

Date

KLH Representative

Date

Schedule F: Move In/Move Out Inspection

Condition Inspection Report

Move In []

Move Out []

Landlord's Legal Name: Kanaka Bar Land and Holdings LP	Inspection Date:	
Landlord's Address:	Possession Date:	
Tenant's Legal Name:	Tenant's Phone:	
Address of Unit:	Message Number:	
Number of Keys Issued:	Other:	
Condition Codes:		
NC —needs cleaning, NP -needs painting, NSP – needs spot painting, RP -replace, NR -needs repair, SC -scratched, OK - indicates items is in good working order/undamaged		
Area	Condition Code/Comments	Charge
ENTRY		ENTRY
Front Door		
Storm Door		
Back Door		
Walls/ceiling		
Floor		
Fixtures/Outlets		
Other		
LIVING ROOM/HALL		LIVING ROOM/HALL
Walls/ceiling		
Doors/Lock		
Flooring		
Fixtures/Outlets		
Windows/coverings		
Other		
DINING ROOM		DINING ROOM
Walls/ceiling		
Flooring		
Fixtures/Outlets		
Windows/coverings		
Other		

Page 1 of 4 initialed by: _____ (Tenant) _____ (Tenant)

_____ (KLH)

Area	Condition Code/Comments	Charge
KITCHEN		KITCHEN
Walls/ceiling		
Door/lock/hinges		
Flooring		
Cupboards/drawers		
Fixtures/outlets		
Windows/coverings		
Sink/countertops		
Stove		
Range hood		
Fridge		
Smoke detector		
Other		
BATHROOM MAIN		BATHROOM MAIN
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Light/fan		
Vanity/sink/taps		
Tub/shower/taps		
Toilet bowl/tank		
Towel racks		
Other		
LAUNDRY		LAUNDRY
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Washer		
Dryer		
Other		
BEDROOM #1		BEDROOM #1
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		

Page 2 of 4 initialed by: _____ (Tenant) _____ (Tenant)

_____ (KLH)

Area	Condition Code/Comments	Charge
BEDROOM #2		BEDROOM #2
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
BEDROOM #3		BEDROOM #3
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
BEDROOM #4		BEDROOM #4
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Windows/coverings		
Bi-fold closet door		
Other		
SECOND BATHROOM		SECOND BATHROOM
Walls/ceiling		
Door/lock/hinges		
Flooring		
Fixtures/outlets		
Light/fan		
Vanity/sink/taps		
Tub/shower/taps		
Toilet bowl/tank		
Towel racks		
Other		

Page 3 of 4 initialed by: _____ (Tenant) _____ (Tenant)
 _____ (KLH)

OTHER		OTHER
Hot water tank		
Fire safety/smoke detectors		
Stairs/rails		
Balcony/patio		
Yard		
Garbage bin/storage shed		
Parking/driveway		
Other		
Other		

COMMENTS

Condition Inspection Agreement - Tenant's Statement and Signature

I/We (Print tenant's name) _____

() Agree that this report fairly represents the condition of the unit, or

() Do not agree that this report fairly represents the condition of the rental unit, for the following reasons:

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Housing Coordinator Signature: _____ Date: _____

Tenant's Declaration at Move-Out: I/we acknowledge responsibility for cleaning and repairs to the unit and/or property in the amount of \$ _____ and agree to pay this amount to Kanaka Land and Holdings Limited Partnership

Tenant's Signature: _____ Date: _____

Tenant's Signature: _____ Date: _____

Tenant's Forwarding Address:

Schedule G: Homeownership Documents

Maintenance and Insurance Agreement for Homeowners

Maintenance and Insurance Agreement

This agreement made the ____ day of _____, 20____

between: **Kanaka Land and Holdings Ltd. (KLH)**

and _____

For and in consideration of the Property located at

(Unit and/or house number) (Street address)

for use and occupation as a domestic dwelling.

Responsibilities of the Homeowner

- The homeowner is obligated to perform and assume the cost of all routine, non-routine and preventative maintenance needs of the home and property. The homeowner will be responsible for all maintenance of the home, including all repairs and replacements (including those necessitated by damage from any cause) both inside and outside the house.
- Failure by the homeowner to perform their maintenance responsibilities constitutes a breach of the Licence of Occupation Agreement.
- It shall be the responsibility of the homeowner to obtain the services of outside workmen or contractors to make necessary repairs. Cost of repairs are the responsibility of the homeowner.
- The homeowner shall notify KLH to ensure that the proper action can be taken to correct any defects found during the warranty period of an appliance or equipment.
- It is the responsibility of the homeowner to purchase adequate house insurance to replace both the house and contents in the event the house is destroyed by fire or flood.

Responsibilities of Kanaka Land and Holdings Ltd. (KLH)

- KLH shall be responsible for co-ordinating counselling programs to train and advise potential homeowners of their maintenance and insurance responsibilities prior to occupancy.
- KLH will be responsible for conducting a final inspection of new homes, accompanied by the inspector and contractor. During the inspection, KLH will advise the resident on proper maintenance techniques, energy conservation and preventive, routine and non-routine maintenance measures.
- On or before occupancy, KLH will give the homeowner an operations and maintenance manual which includes maintenance tips as well as a list of applicable contractors', manufacturers' and suppliers' warranties including the items covered and the periods of the warranties.
- KLH will inspect each home at least once per year and will confirm that the homeowner is completing all required home maintenance and has current house insurance. Failure to complete maintenance will result in KLH providing the homeowner with a list of required work and a deadline for the work to be completed. If the work is not completed by the deadline, KLH will have the work completed and will invoice the homeowner.

Persistent lack of maintenance and/or failure to purchase adequate insurance may result in a re-evaluation of participation in our housing program.

Kanaka Land and Holdings Ltd. Maintenance & Insurance Policy has been explained to me/us and I/we understand the terms and conditions outlined in it.

Homeowner

KLH Representative

Date

Date

Contract of Purchase and Sale

CONTRACT OF PURCHASE AND SALE (British Columbia)

THIS OFFER to enter into a binding contract of purchase and sale is made this _____ day of

_____, 20__ by _____
(insert names of buyers)

(hereinafter called the "Purchaser") having an address of _____
(insert civic address)

(municipality) (province) (postal code) (telephone number)

The Purchaser, having inspected the real property described as _____
(insert civic address)

(municipality)

(the "Property") on the _____ day of _____, 20__ hereby offers to purchase the Property from the owners thereof (hereinafter called the "Vendor") for the price and on the terms and subject to the conditions herein set forth, namely:

1. PURCHASE PRICE: The purchase price shall be _____ Dollars payable as follows:

a. Paid as a deposit by [] []
(cash) (cheque)

the sum of: \$ _____

b. Cash on completion \$ _____

c. Balance, if any, as indicated below in the amount of \$ _____

TOTAL \$ _____

Balance, if any, as per paragraph c. above shall be paid as follows:

2. TITLE: The title shall be free and clear of all encumbrances except existing restrictions, exceptions and conditions reserved in favor of the Crown, registered restrictive covenants and rights of way in favor of utilities and public authorities, statutory building schemes, building, zoning and other municipal or government restrictions, the existing tenancies specified below, if any, and any other exceptions set out herein. If the Vendor has existing financial encumbrances to clear from the title, the Vendor may wait to pay and discharge such until immediately after receipt of the sales proceeds (provided such is sufficient). In such event, however, the Purchaser shall pay the sales proceeds to a lawyer or notary in trust, on undertakings to pay and discharge the financial encumbrances, and the balance, if any, shall be paid to the Vendor.
3. COMPLETION: The sale shall be completed on or before the _____ day of _____, 20__ (the Completion Date) at the appropriate Land Title Office. Tender or payment of monies by the Purchaser to the Vendor shall be by certified cheque, bank draft or lawyer's or notary's trust cheque. All documents required to give effect to this contract shall be delivered on or before the Completion Date and shall be, where necessary, in a form acceptable for registration in the appropriate Land Title Office. Time is of the essence and unless the balance of the cash payment is paid and such formal agreement to pay the balance as may be necessary is entered into on or before the Completion Date, the Vendor may, at the Vendor's option, terminate this contract and in such event the amount paid by the Purchaser will be absolutely forfeited to the Vendor on account of damages, without prejudice to the Vendor's other remedies. If the Purchaser is relying upon a new mortgage to finance the purchase of the Property, the Purchaser, while still required to pay the Purchase Price on the Completion Date, may wait to pay the net proceeds to such mortgage to the Purchaser's solicitor until after the transfer and new mortgage documents have been lodged for registration in the appropriate Land Title Office, but only if, before such lodging, the Purchaser has: a) made available for tender to the Vendor that portion of the Purchase Price due on completion less the net proceeds of the new mortgage, and b) fulfilled all of the new mortgagee's conditions for funding except lodging of the mortgage for registration, and c) made available to the Vendor a lawyer's or notary's undertaking to pay the balance due on completion upon the lodging of the transfer and new mortgage documents and the advance by the mortgagee of the mortgage proceeds.
4. ADJUSTMENTS: The Purchaser will assume and pay all taxes, rates, local improvement assessments, fuel, utilities and other charges from and including the _____ day of _____, 20__ (the "Adjustment Date") from which date all adjustments both incoming and outgoing of whatsoever nature will be made and the Vendor shall pay all

such charges to such date. The balance of the Purchase Price due on completion shall reflect such adjustments.

- 5. COSTS: The Purchaser will bear all costs of the conveyance and, if applicable, the costs related to arranging a mortgage, and the Vendor will bear all costs of clearing the title.
- 6. POSSESSION: The Purchaser will have vacant possession of the Property at 12:00 noon on the ____ day of _____, 20__ (the "Possession Date") such possession to be:
a) vacant [] or b) subject to the following existing tenancies []:

- 7. RISK: All the buildings on the Property and all other items included in the Purchase Price will be and remain at the risk of the Vendor until 12:01 a.m. on the Completion Date. After that time, the Property and all included items will be at the risk of the Purchaser. In the event that the building or other items included in the purchase and sale are destroyed or substantially damaged prior to Completion, the Purchaser shall elect prior to the Completion Date by notice in writing either to terminate this agreement and have the deposit together with any accrued interest returned or to complete the purchase with the benefit of any insurance proceeds to be for the account of the Purchaser.
- 8. INCLUDED ITEMS: The Purchase Price includes any buildings, improvements, fixtures, appurtenances and attachments thereto and all blinds, awnings, screen doors and windows, curtain rods, tracks and valences, fixed mirrors, fixed carpeting, electric, plumbing, heating and air conditioning fixtures and all appurtenances and attachments thereto as viewed by the Purchaser at the date of inspection including

but excluding _____

The Property and all included items shall be in substantially the same condition at the Possession Date as when viewed by the Purchaser on the Inspection date.

9. **CONDITIONS:** In addition to all other conditions contained herein, the Purchaser is submitting this offer on the following express conditions, which conditions the Vendor by accepting this offer warrants and represents to be true, namely:

- a. The Property has been used only as a residential property by the Vendor until the date of sale and is exempt from the payment of GST on sale;
- b. The Vendor is not now nor will 60 days after Possession Date be a non-resident of Canada within the meaning of the Income Tax Act of Canada nor is the Vendor the agent or trustee for anyone with an interest in this property who is or will, 60 days from the Possession Date, be a non-resident of Canada within the meaning of the Income Tax Act of Canada.
- c. The attached Property Condition Disclosure Statement dated the _____ day of _____, 20__ is true and correct and is incorporated into this contract and forms an integral part thereof.
- d. The Property has [] has not [] been insulated with urea formaldehyde.
- e. Other _____

f. Each condition contained in this agreement is for the sole benefit of the party indicated, where so indicated and unless each condition is waived or declared fulfilled by written notice given by the benefiting party to the other party on or before the date specified for each condition, this contract will thereupon be terminated and any deposit paid hereunder shall be immediately returned.

10. **GENERAL:**

- a. There are no warranties, representations, guarantees, promises, or agreements other than those set out herein, all of which shall survive the completion of the sale.
- b. Any reference to a party in this contract includes that party's heirs, executors, administrators, and assigns and the singular includes the plural and the feminine includes the masculine.

TIME FOR ACCEPTANCE: This offer (or counter-offer, as the case may be) is open for acceptance until _____ am|pm on the _____ day of _____, 20__ and upon acceptance thereof in writing with notification to the other party of such acceptance.

THIS CONTRACT SHALL BE A BINDING CONTRACT OF PURCHASE AND SALE ON THE TERMS AND CONDITIONS SET OUT HEREIN.

_____	_____	_____
Purchaser	Print name	Witness
_____	_____	_____
Purchaser	Print name	Witness

THE VENDOR HEREBY ACCEPTS THE ABOVE OFFER THIS _____ DAY OF _____, 20____, acknowledges receipt of the deposit, and agrees to complete the sale on the terms and conditions set out herein.

_____	_____	_____
Vendor	Print name	Witness
_____	_____	_____
Vendor	Print name	Witness

Vendor's Address

_____	_____
Home Phone	Work Phone

CONVEYANCING INFORMATION:

_____	_____
Name of Purchaser's Lawyer/Notary	Phone
_____	_____
Address	

Licence of Occupation

Licence of Occupation Agreement

This agreement made the ____ day of _____, 20____

between: **Kanaka Land and Holdings Ltd. (KLH)**

and _____

For and in consideration of the lot associated with the Property located at

(Unit and/or house number) (Street address)

for use and occupation as a residential dwelling.

Homeowners are responsible for maintaining their own privately-owned housing units and the surrounding yard, as follows:

1. KLH is not responsible for any maintenance or repairs to privately owned homes;
2. Homeowners must maintain yards in a clean state, free of hazardous objects or materials.
3. Upon request from KLH, excess items in yards must be removed from yards within 14 days, or will be removed by KLH with the tenant/homeowner charged at cost.
4. External infrastructure, including buildings, smokehouses, carports, patios or sundecks, garages, gazebos, etc. must be maintained in a good state of repair and not cause any risk to surrounding infrastructure. If any structure is found to cause risk, through home inspection or otherwise, KLH has the right to take it down or require the homeowner to take it down;
5. A maximum of two pets may be kept on the premises, and limited to common household species (such as dogs, cats, fish, birds, rabbits, or rodents). Pets must be kept according to the following:
 - i. Are cared for properly in a safe, sanitary and healthy manner;
 - ii. Do not threaten members of the community or other animals;
 - iii. Do not disturb other occupants or cause a nuisance to the neighbourhood;
 - iv. Do not cause damage to common property;
 - v. Are under the control of the owner; and
 - vi. Individuals must ensure animals are safely secured at all times (i.e. tied, leashed, penned etc.).
6. Dangerous goods (including combustibles, explosives, firearms, and other corrosive/hazardous materials) must be stored and handled in the proper manner.
 - i. Fire Arms

- a. Tenants must be licensed in accordance with the Firearm Act;
 - b. Discharge of firearms, pellet guns, slingshot, bow and arrows is not permitted in the residential areas;
 - c. Ammunition for firearms must be kept in a safe location; and
 - d. Under no circumstance will any firearm be stored loaded.
- ii. Dangerous Goods
- a. Depending on type may need to be kept under lock and key or in an area where they are safe from children or contaminating the site.

Failure to act in accordance with this agreement may result in KLH revoking permission to occupy property on Kanaka Bar lands, and additional action being taken.

The Homeowner(s) hereby acknowledges having read this Occupancy Agreement and acknowledges receipt of duplicate copy.

Dated this _____ day of _____, 20_____.

Homeowner

KLH Representative

Date

Date

Certificate of Transfer of Ownership

Transfer of Ownership

Kanaka Land and Holdings Ltd. and _____, agree on the purchase price of \$_____ for the residential premises (excluding associated lot) as described below.

Date of Transfer	
Transfer Identification Number	
Name of Current Owner of Property	
Type of Property	
Signature of Current Owner/Representative of Property	
Identification Proof of the Owner	
Details of the Ownership	
Exact Location/Address of the Property (if real estate):	
Name of the Person/Organization to Whom/Which the Property is Being Transferred:	
Signature of the New Owner/Organization's Representative	
Details Explaining the Reason for Transfer:	
Official Declaration from the Notary/Administration	
Signature of the Notary/Administrative Authority	

Schedule H: Maintenance/Repairs Forms

Maintenance/Repairs Request Form

To be completed or replaced by the Housing and Energy Management System (HEMS) software

Renovation Application – Eligible

Date

Name

Address

Dear _____,

RE: Your Application for Renovations

We received your application for renovations on _____. We have assessed your application and determined that you are eligible for our renovation program. Your application has been assigned ____ points. You are ____ on the waiting list which has a total of ____ applicants.

Based on our current waiting list and the number of houses we plan to renovate, you will likely be allocated a renovation subsidy in the next ____ years.

You should know that while it is our intent to perform all renovations you've listed, some requests may not be completed due to funding constraints. Work will be prioritized by Kanaka Land and Holdings Ltd. to ensure safety and energy standards are met before cosmetic work will be initiated. If you want to have additional work done at your expense, you may apply in writing to the Housing Coordinator.

If you would like more information about your application and how the points were decided or about the waiting list, please see the Housing Coordinator.

Yours truly,

KANAKA LAND AND HOLDINGS LTD.

Renovation Application – Not Eligible

Date

Name

Address

Dear _____,

RE: Your Application for Renovations

We received your application for renovations on _____. We have assessed your application and determined that you are not eligible for our renovation program. Your application has not been accepted for our housing program because _____.

If you would like more information about your application and why you are not eligible, please see the Housing Coordinator.

Yours truly,

KANAKA LAND AND HOLDINGS LTD

Reasons Not Eligible:

1. Renovations only include flooring, redecorating and cosmetic repairs.
2. House is less than 8 years old unless poorly constructed by contractor.
3. Maintenance and insurance payments in arrears.

Notice to Enter Unit

To:

Date:

Address:

Notice to Access the Premises

Kanaka Land and Holdings Ltd. (KLH) hereby gives notice of the intent to access the premises to carry out:

- Repair work
- An inspection of repair work
- An annual inspection/unit condition review
- A move-in inspection/unit condition review
- A move-out inspection/unit condition review
- Other _____

The authorized representative of KLH intends to access the property between 8:00 a.m. and 8:00 p.m. on _____.

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

Please note that the KLH representative is required to provide proper identification before entering the unit. If you have any questions or concerns, please contact the Housing Coordinator.

Yours Truly,

KANAKA LAND AND HOLDINGS LTD.

Schedule I: Payment and Arrears Management Forms

Housing Payments Made – Member in Good Standing

Date

Name

Address

Dear _____,

RE: Your Housing Payments

We are writing to inform you that as you have made all your housing payments this past year, and as such you are a Member in Good Standing.

Thank you for keeping your account up to date.

Yours truly,

KANAKA LAND AND HOLDINGS LTD.

Housing Payments Not Made – First Letter

Date

Name

Address

Dear _____,

RE: Your Housing Payments

We called you on _____, advising you that your account was overdue and required immediate payment. We have not received your housing payment in the amount of \$_____, due _____. This amount is due and payable immediately. If payment is received by _____, no further action will be taken.

Thank you in advance for bringing your account up to date.

If you are having trouble making your payments, please see the Housing Coordinator.

Yours truly,

KANAKA LAND AND HOLDINGS LTD.

Housing Payments Not Made – Confirmation of Repayment Agreement after Home Visit

Date

Name

Address

Dear _____,

RE: Your Housing Payments

Further to my visit on _____, I am writing to confirm the repayment agreement we discussed. Your total housing payments due are \$_____. Your monthly payment will increase from \$_____ to \$_____ for the next ___ months to bring your account up to date.

If the repayment agreement is fulfilled, no further action will be taken. Thank you in advance for bringing your account up to date.

If any payments are missed, Housing Coordinator will take further action which includes the following: garnishee your wages, use a collection agency and/or take steps to repossess your home. Our goal is to keep you in your home, but your account must be kept up to date to ensure this.

If you are having trouble making your payments, please see the Housing Coordinator.

Yours truly,

KANAKA LAND AND HOLDINGS LTD.

Housing Payments Not Made – Repayment Agreement

Date

Name

Address

Housing Payment Arrears Repayment Agreement

We agree that we currently owe \$_____ to Kanaka Land and Holdings Ltd. To repay this, we will pay an additional \$_____ per month for the next _____ months in addition to making our monthly payments of \$_____.

We understand that if we make all our payments no further action will be taken. We will contact the Housing Coordinator immediately if we cannot make a payment. We further understand that legal action may result if we do not meet the terms of this repayment agreement.

Homeowner

Date

Housing Coordinator

Date

Housing Account Arrears Report to Kanaka Bar Indian Band Council

Date

RE: _____'s Housing Account

_____’s housing account is currently \$_____ in arrears (____ months). The following steps have been taken to this point:

- Phone call made on _____ requiring immediate payment.
- Initial letter sent on _____ requiring immediate payment (attached).
- First visit made on _____ when payment not made. Agreement made (attached) to repay \$_____ per month over next _____ months.
- Letter sent on _____ when payment not made warning of eviction in 30 days.

Recommendation

That _____ be evicted from the property at _____ on the date of _____ due to failure to address arrears and maintain current with Kanaka Land and Holdings Ltd.

_____	_____
Housing Coordinator	Date

_____	_____
Directors, KBLR	Date

Council’s Decision

- Approved _____
 - Alternative Action _____
- _____

Schedule J: Notice of Rental Agreement Termination by KBIB

Date:

Tenant(s) Name:

Address of the unit:

Notice delivered: By mail Attached to the front door (Date: _____)

Notice of termination/Demand for possession

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

- Tenant knowingly gave false information to Kanaka Land and Holdings Limited Partnership (hereinafter referred to as 'the landlord').
- Tenant is repeatedly late paying rent.
- Tenant is in arrears of the rent payments.
- Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) has:
 - Significantly interfered with or unreasonably disturbed another tenant, a neighbouring occupant or the landlord, and/or:
 - Seriously jeopardized the health or safety or lawful right of another occupant, a neighbouring occupant or the landlord.
- Tenant has engaged in illegal activity.
- Tenant or a person permitted on the property by the tenant, or the tenant's pet(s) has caused damage to the unit or property:
 - Tenant has not done the required repairs to the property, and/or:
 - Tenant has not paid the landlord for repairs done to the property.
- Tenant has assigned or sublet the unit without permission from the landlord.

Notice to Quit and Demand for Possession

Kanaka Land and Holdings Ltd. hereby gives you notice to vacate the unit located at _____ no later than 12:00 midnight on _____, _____, 20___. Failure to do so shall require the landlord to obtain an Order of Possession or other lawful notice to seize the property.

Yours Truly,

KANAKA LAND AND HOLDINGS LTD.

Complaints Tracking Form

This form is to be used to track all housing-related complaints, except those which have to do with quality of construction or renovations. A copy of the Complaints Procedure should be given to the complainant upon receipt of the initial complaint.

Step 1:

Date Initial Complaint Received: _____

Acknowledgement Letter Sent: _____

Date of Meeting: _____

Date Determination Made: _____

Results of Determination:

Date Determination Forwarded to Complainant: _____

Complainant Satisfied? Date complaint closed: _____

Complainant Dissatisfied? Inform complainant about process for Step 2.

Step 2:

Date complaint forwarded to Housing Coordinator: _____

Date review & recommendation completed by Housing Coordinator: _____

Decision of Housing Coordinator:

Date Decision Forwarded to Complainant: _____

Complainant Satisfied? Date complaint closed: _____

Complainant Dissatisfied? Inform complainant about process for Step 3.

Step 3:

Copy of file provided to Complainant: _____

Decision of Chief and Council:

Action Taken:

Date complaint closed: _____

For Internal Use Only

Date Initial Complaint Made _____

Days from Complaint to Resolution _____

Step Complaint Resolved at:

Complaint # This Year _____

• Step 1 _____

Policy Changes to Avoid Future Complaints?

• Step 2 _____

• Step 3 _____

Date Complaint Resolved _____

Schedule L: Tenant and Homeowner Forms

Notice of Planned Absence

To: Kanaka Land and Holdings Ltd.

From: _____ (Tenant) / _____ (Tenant)

Address of unit: _____

I/we the above noted tenant(s) hereby give 30-days notice of a planned absence from the unit for the following (check one):

Vacating the unit on a temporary basis – I/we shall be away temporarily from the unit (an absence greater than 7 consecutive days but less than 30 days) beginning the ___ day of ___, 20___ and returning the ___ day of ___, 20___.

Vacating the unit on an indefinite basis - I/we shall be away from the unit indefinitely (for a period greater than 30 days) for the following reasons (check one that applies) employment education other _____. My/our absence shall begin the ___ day of ___, 20___ with a planned return on the ___ day of ___, 20___.

I/we hereby confirm that (check one that applies):

I/we shall have temporary tenants inhabiting the unit as follows:

Name of guest(s): _____

Phone number(s) of guest: (H) _____ (W) _____ (Cell) _____

The unit shall remain vacant and I/we have arranged for a twice weekly on-site visit (interior and exterior) and regular care of the unit by a family member.

I/we hereby acknowledge our obligation to continue to pay rent to Kanaka Land and Holdings Limited Partnership and to pay all other housing costs including utilities, and other housing services including regular maintenance and repairs.

Primary Tenant Signature

Date

I can be contacted by phone at: (H) _____ (W) _____ (Cell) _____

Secondary Tenant Signature (if applicable)

Date

I can be contacted by phone at: (H) _____ (W) _____ (Cell) _____

Notice to Vacate/Termination of Occupancy

To: Kanaka Land and Holdings Ltd. (KLH)

From: _____

Address of unit: _____

For tenants giving notice to terminate the rental tenancy agreement/permanently vacate the unit:

Note: The tenant must provide notice to terminate the rental tenancy agreement on or before the last day of a rental payment period, to be effective on the last day of the next rental payment period. The period of notice shall not be less than one full calendar month.

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

I/we hereby agree to continue to pay, in full, all rent and other housing charges as required under the terms of the rental tenancy agreement until the end of the calendar month that I/we am legally permitted to vacate the unit as confirmed by delivery of this notice, unless Kanaka Land and Holdings Limited Partnership confirms in writing that I/we can end the tenancy in advance of the date confirmed in this notice.

I/we have delivered this notice to Kanaka Land and Holdings Limited Partnership (please check one)

- In person to a representative of KLH
- By mail at least five days before the 30-day notice begins.

Primary Tenant Signature	Date

Secondary Tenant Signature (if applicable)	Date

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