



NANOOSE FIRST NATION
 Housing Policy, Procedures & Agreements



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Procedures

Housing Application
Letter of Acceptance
Consent to Release of Information
Budget Worksheet
Notice of Rent Increase
Move In / Move Out Inspection Form
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Agreements

Tenancy Agreement
Maintenance & Repair Agreement
Arrears Repayment Agreement
Maintenance Fee Agreement
Acknowledgement and Conclusion Agreement

Glossary of Terms

When used in this Housing Policy the following definitions will apply to the following terms:

“Active Housing Application” means a Housing Application that was submitted to the Housing Department no more than a year ago and/or a Housing Application that has been updated in accordance with this Housing Policy.

“Additional Rent” means an amount of money paid, or required to be paid, by a Tenant to Nanoose First Nation for housing related expenses, services, fees, and/or penalties, including, but not limited to, fees charged for water and sewer services, garbage collection services, and penalties for failing to pay Rent on time.

“Applicant” means a person who is applying for the allocation of a Rental Unit using a Housing Application or a person who is applying to purchase, build or renovate a residential dwelling on Nanoose First Nation Lands using a Market Based Housing Application.

“Arrears” means any Rent or money which has become due and owed to the Nanoose First Nation or a financial institution, has not yet been received and for which no payment plan or Arrears Agreement has been negotiated.

“Arrears Repayment Agreement” means an agreement between a Tenant and Nanoose First Nation that stipulates the amount and due dates for Arrears payments as described in section 3.7 of this Policy, and which contains the information in Appendix 18 of this Policy.

“Bias” means when a person an inclination or prejudice for or against someone or something

“Borrower” means a Member or NFN Owned Entity who enters into a loan or mortgage agreement with a financial institution under the Market Housing Program.

“Canadian National Occupancy Standard” means the requirements set by the Canadian Mortgage and Housing Corporation (CMHC) to help determine the number of bedrooms a dwelling should have to provide freedom from crowding taking into account the number, age, sex and interrelationships of the household members:

The Canadian National Occupancy Standards states that:

- no more than two people shall share a bedroom,
- parents or couples may share a bedroom,
- children under 5 years, either of the same sex or opposite sex may share a bedroom,
- children under 18 years of the same sex may share a bedroom, and
- a child aged 5 to 17 years should not share a bedroom with a child under 5 of the opposite sex.

“CMHC” means the Canada Mortgage and Housing Corporation.

“Chief & Council” means the Chief and Councilors duly elected by the Nanoose First Nation members in accordance with the *Indian Act* or applicable election code.

“Conflict of Interest” means any situation where your personal interests (financial, political or onus), or those of a close friend, family member, or partnership in which you hold interest could influence your decisions and impair your ability to:

- (i) Act in the Nanoose Bands best interests and the best interests of its members, or
- (ii) Represent the nation fairly, impartially and without bias

“Dangerous Goods” 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 allergic.

“Default” means to commit a breach of a loan agreement with a financial institution or a Security Agreement with Nanoose First Nation, which entitles the lender or Nanoose First Nation to take enforcement action.

“Director of Operations” means the Nanoose First Nation employee who has been delegated authority by Council to manage the day to day affairs in the administration office

“Eviction” means the action taken by Nanoose First Nation to remove a Tenant or person from a Nation-Owned House for failing to comply with this Policy and/or the conditions of their Rental Agreement or the action taken by Nanoose First Nation to regain possession of land and/or a home upon Default by a Borrower.

“FNMHF” means the First Nations Market Housing Fund.

“Good Financial Standing” Means not owing any money to the Nanoose First Nation, or, if money is owed, that the repayment of owed money is current.

“Guardian” means a person who looks after and is legally responsible for someone who is unable to manage their own affairs

“Healthy Relationship” means two people who make a romantic connection

“Homeowner” means a Member to whom possession of a house or other residential property on Nanoose First Nation Lands has been allotted by Council pursuant to a customary allotment.

“Household Composition” means the number of people in a household, their ages, genders and relationships.

“Housing Application” means an application for the allocation of a Rental Unit and which contains the information set out in Appendix 3.

“Housing Committee” means the committee established under section 2.2 of this Policy and which has the roles and responsibilities set out at section 2.2 of this Policy.

“Housing Department” means the Director of Operations and the housing employees of the Nanoose First Nation who have been delegated authority by the Director of Operations to administer this Housing Policy and the Housing Programs.

“Household Income” means the whole and combined gross income or money received, of all members of the household.

“Housing Manager” means the person delegated to manage and implement this Housing Policy and to manage the day to day operations of the Housing Department and Housing Programs.

“Housing Program” means the Rental Program, Shelter Allowance Program, Homeowner Program, Market Housing Program and any other housing program that is implemented in accordance with this Policy.

“Immediate Family” means grandparents & siblings, parents & siblings, spouses, brothers/sisters and children.

“INAC” means Indigenous Northern Affairs Canada, formerly Aboriginal Affairs and Northern Development Canada, formerly DIA

“Main Families” means descendants of the five (5) main family branches

“Nanoose First Nation or NFN” means the Indian “Band” as defined by the *Indian Act* and known as the Nanoose First Nation.

“Nanoose First Nation Lands” means reserve lands set apart for the use and benefit of the Nanoose First Nation.

“Market Based Housing Application” means an application to purchase, build or renovate a residential dwelling on Nanoose First Nation Lands and which contains the information set out in Appendix 25.

“Market Housing Program” means the Housing Program established by Nanoose First Nation to facilitate market-based housing options for Members wishing to purchase, renovate, or construct a residential dwelling on Nanoose First Nation Lands.

“Market Unit” means any residential dwelling that is being purchased, renovated, or constructed under the Market Housing Program.

“Member” means a member of the Nanoose First Nation whose name appears on or is eligible to appear on the Nanoose First Nation membership list.

“NFN Owned Entity” means a corporation which is wholly owned by or on behalf of Nanoose First Nation.

“Mortgaged Rental Unit” means a Nation-Owned House that is no longer subject to a mortgage, was constructed and financed through the CMHC Section 95 program or bank financing, and is occupied by a Tenant.

“Nation-Owned House” means a house, or other residential property owned and administered by the Nanoose First Nation and includes, but is not limited to:

- Rental Units; and
- Mortgaged Rental Units.

“Non-member” means a person who is not a registered member of Nanoose First Nation.

“Permanent Residence” means the residence which a person occupies on a year round basis.

“Private Tenant” means a person who pays, or is required to pay, rent to a landlord Homeowner in return for the right to occupy a Privately Owned Home.

“Privately Owned Home” means a house or other residential property on Nanoose First Nation Lands that a Member has been allotted by Council pursuant to a customary allotment.

“Proof of Income” is the requirement for the tenant to supply the Housing Department with documentation to verify annual income of the household, including T-4’s, Revenue Canada Notice of Assessment (T451) or other documents that substantiate income from all sources.

“Rent” means an amount of money paid, or required to be paid, monthly by a Tenant to Nanoose First Nation in exchange for the right to occupy a Nation-Owned House, but does not include a security deposit, Arrears, or other debts owed by a Tenant to Nanoose First Nation in connection with the tenancy.

“Rental Agreement” means the written agreement between a Tenant and the Nanoose First Nation that confers on the Tenant a right to occupy a Rental Unit in exchange for the payment of Rent, and includes Sublease Agreements and any renewal of a Rental Agreement or Sublease Agreement.

“Rental Unit” means a Nation-Owned House that is available to be occupied by a Tenant under the terms of a Rental Agreement and in exchange for payment of Rent, and includes Mortgaged Rental Units. Rental units are owned by Nanoose First Nation until the home is paid off in full and tenant owes no arrears, they may be transferred into members name.

“RRAP” means the Residential Rehabilitations Assistance Program which is administered by CMHC.

“Security Agreement” means the written agreement setting out the respective rights and obligations of Nanoose First Nation and the Borrower in respect of a First Nation loan guarantee under the Market Housing Program.

“Serious Criminal Offence” means any person(s) convicted of an indictable offense i.e. murder, rape, assault

“Shared Dwellings” means connected apartments/units whereby more than 5 families reside (apartments, 6 plexes)

“Shelter Allowance” means financial assistance a Tenant receives or which Nanoose First Nation receives on a Tenants behalf to pay Rent and housing related expenses, including, but not limited to, housing related expenses that may be charged as Additional Rent by Nanoose First Nation.

“Smoking” means but not limited to tobacco smoking, electronic cigarettes, marijuana and all illegal drugs.

“Spouse” means two (2) unrelated persons who are married to each other or who have lived with each other in a marriage-like relationship for a period of at least two (2) years and includes persons of the same gender. Excluding relationships between people with a common grandparent or a relatively recent ancestor.

“Sublease” means a temporary agreement made between a Tenant and a Member through which the Member assumes the rights and responsibilities of the Tenant in relation to a Rental Unit for a specified period of time.

“Subtenancy Agreement” means an agreement made between Nanoose First Nation and a Subtenant for the temporary use and occupancy of a Rental Unit for which there is a Rental Agreement in place between Nanoose First Nation and a primary Tenant.

“Subtenant” means a Member who agrees to Sublease a Rental Unit from a Tenant and enter into a Sublease Agreement with Nanoose First Nation.

“Tenant” means a person who enters into a Rental Agreement or Sublease Agreement with the Nanoose First Nation and pays Rent or who is required to pay Rent to Nanoose First Nation in return for the right to occupy a Nation-Owned House.

“Unrelated” means 2 people who do not share great grandparents

“Waiting List” means the list of Active Housing Applications on file with the Housing Department.

Any defined term will be read as having an appropriate corresponding meaning if referred to in the singular, plural, verb, or noun form.

Section 1.0 - Introduction

Section 1.0 – Introduction

1.1 Mission Statement

Nanoose First Nation is committed to providing Members with options for safe, affordable and energy efficient housing in a manner that is unbiased, transparent and fair.

1.2 Revisions to Policy

This Housing Policy shall be reviewed and, if necessary, revised annually to ensure it is relevant and continues to meet the needs of the community.

1.3 Purpose

Nanoose First Nation has developed and adopted this Housing Policy for the effective management of on-reserve housing. Implementing a comprehensive Housing Policy provides Council, the Housing Committee and Housing Department with a framework to deliver the Housing Program to all Nanoose First Nation Members reliably and consistently. It also enables the Nanoose First Nation to align policy and program delivery across departments for effective use of limited resources and to ensure the maintenance of rental houses.

1.4 Guiding Principles

In conjunction with Council, Members, the Housing Committee, and the Housing Department the following guiding principles have been established:

- Council has delegated the authority of managing and implementing this Housing Policy and the Housing Programs to the Director of Operations, or designated staff member;
- To ensure qualified staff operate the Nanoose First Nation housing department through the fair application of policies, procedures, and guidelines
- To share decision making amongst the citizens, administration and chief & council
- To manage our financial resources effectively
 - Ensuring that our internal control environment and budgetary controls are implemented and enforced
 - Accountability to our funders, and community
 - Transparency & reporting
- To ensure our housing department will have sufficient resources available in the short term to meet the objectives in the long term
- To work towards and maintain a sustainable approach for arrears and deficit reduction
- To ensure homes, buildings or any other structure developed in our core territory are built to National Standards, and abide by the Snaw-naw-as Te mexw Mustimuxw law.
- Develop smart and sustainable approaches to energy, water and sewer, waste management and building systems.
- To develop and implement effective maintenance program that endorse community health and wellbeing

- Create local training and employment opportunities for Nanoose First Nation Members to participate in the building of new homes and develop transferable certified trade skills;
- Extend and maximize the useful life of existing Nanoose First Nation housing inventory;
- Pursue alternative and creative housing opportunities so that a greater number of Nanoose First Nation Members have the opportunity to own a home;
- And above all else work with characteristics that are befitting of a Snaw-naw-as person i.e. integrity, honor, respect
- Promote homeownership by providing eligible Members with access to affordable and competitive mortgages through the Market Based Housing Program.

1.5 Authority and Application

This Housing Policy is made under the authority of the Council.

This Housing Policy and the guidelines, procedures, policies and criteria it establishes apply to all houses (as identified in this Policy) on Nanoose First Nation Lands and to all housing services provided by the Housing Department.

Section 2.0 – Governance

Section 2.0 – Governance

2.1 Housing Department

The Housing Department, in cooperation and consultation with the Director of Operations, shall be responsible for the day to day operations, administration and management of this Housing Policy and the Housing Programs.

The Housing Department's office is located in the main Nanoose First Nation office.

Housing Department Roles and Responsibilities

Under the direction of, and in cooperation and consultation with, the Director of Operations, the Housing Department shall carry out the following functions:

- Assist the Housing Committee Chairperson with preparing agendas and taking minutes for all Housing Committee meetings;
- Prepare and present annual budgets to the Director of Operations;
- Ensure reports are prepared and presented to the Housing Committee, Director of Operations and where required to Chief & Council;
- Advise the Housing Committee and Director of Operations on the implications of any transaction or policy changes contemplated;
- Keep the Housing Committee and Council up-to-date on workshops, training, funding opportunities, and any relevant correspondence;
- Manage and carry out the day to day operations required to implement and oversee the Housing Program(s) and other related duties;
- Promote and manage the Housing Programs;
- Ensure adherence to all applicable policies, codes and guidelines (National Building Code, British Columbia Building Code, Labor Code, Fire and Safety, Nation Laws);
- Ensure any required work and related inspections, where applicable, are performed by qualified individuals on all work done on Nation-Owned Houses;
- Accompany the qualified inspector(s) during all inspections of Nation-Owned Houses;
- Provide construction and renovation updates to the Housing Committee and Chief & Council as needed or when requested;
- Accept and score Housing Applications and renovation applications for review and approval by the Housing Committee;
- Allocate Rental Units based on Housing Committee approved scores and recommendations;
- Provide orientation and tenant counselling to new and existing Tenants;
- Maintain a database of all Tenant files, Waiting List and renovation requests;
- Collect Rent and issue receipts, and documentation;
- Ensure monthly Rent payments from income/social assistance and payroll are being made;
- Provide an Arrears report to the Housing Committee and Chief & Council when requested;

- Implement the Arrears Management Plan of this Housing Policy;
- Recommend Tenant support services as required;
- Enter into Arrears Agreements with Tenants as required; and
- Prepare and deliver all notices, including Arrears and Eviction notices.

2.2 Housing Committee

The Housing Committee acts in cooperation with the Housing Department, but remains independent from the Housing Department in carrying out its roles and responsibilities.

Non staff members of the Housing Committee shall be eligible for compensation as recommended by the Chair of the Housing Committee for attending Housing Committee meetings and other related functions. If a Housing Committee member receives a per diem to attend a function and fails to attend the function, the Housing Committee member will be required to reimburse Nanoose First Nation for the entire per diem.

All Housing Committee members are subject to this Housing Policy.

Composition of the Housing Committee

The Housing Committee will consist of appointees comprised of 2 individuals from each of the 5 main families, who have a genuine interest in serving the community.

In order to encourage broader representation not more than one member from the same Immediate Family or the same household can sit on the Housing Committee at the same time.

The Chairperson shall be appointed by the Chief & Council, and does not receive compensation. In the absence of the Chairperson, the Housing Committee members through a consensus based process shall appoint a chair for the meeting.

Appointment of Housing Committee Members

In order to be eligible for appointment to the Housing Committee a person must:

- be an individual from one of the five (5) main families;
- live on-reserve;
- be at least eighteen (18) years of age;
- have a sincere desire to help serve in a fair, transparent manner, act in a non-judgmental fashion, and not engage in nepotism;
- have a good knowledge of the housing needs of the Nanoose First Nation; and
- be in good financial standing with Nanoose First Nation.

If appointed, a member of the Housing Committee must:

- review and understand documents related to Housing and support their enforcement;
- not engage in nepotism or participate in recommendations in which he or she is in a conflict of interest;
- make fair and unbiased recommendations, and avoid conflicts of interest;
- comply with this Housing Policy; and

- sign an Oath of Confidentiality (Appendix 18), and Nanoose First Nation Housing Committee Oath of Office (Appendix 19) and follow the Conflict of Interest guidelines within this Policy.
- The Chair of the housing committee shall advise the applicable Main Families of any vacancies on the Housing Committee.

Housing Committee Meetings

Housing Committee meetings shall be scheduled at regular intervals as called by the Chairperson of the Housing Committee, with emergency meetings as required. Any matters requiring the approval of the Housing Committee that are deemed to be urgent by the Housing Department shall be dealt with by calling an emergency Housing Committee meeting. Quorum for the Housing Committee shall be 5 people.

Conflict of Interest

A Committee member will remove him/herself from a Housing Committee meeting when the decision to be deliberated on will have a direct impact on that member's Immediate Family, and the conflict of interest will be recorded in the minutes of the meeting. A quorum will not be considered lost by this removal.

If a Housing Committee member believes that another member is in a conflict of interest and has not declared it, it is the responsibility of that member to inform the Chair of the perceived conflict of interest. The Chair will rule on the matter. If the Chair determines there to be a conflict of interest, the conflict of interest will be recorded in the minutes of the meeting and the Committee member in conflict will remove him/herself from the meeting.

Housing Committee Roles and Responsibilities

The Housing Committee is NOT responsible for day to day operations and program management. The Housing Committee's responsibilities are related to the review of and amendments to Housing Policies, agreements, and plans, recommending Tenants, housing finances and the betterment of housing for the Nanoose First Nation.

The Housing Committee members shall:

- make reasonable efforts to promote the effective and efficient operation of the Nanoose First Nation Housing Programs;
- review and recommend changes to Housing Policies to the Director of Operations on an annual or as needed basis;
- review all Housing Applications and Housing Application scores assigned by the Housing Department on a timely, regular basis;
- approve allocations for Rental Units and houses to the Director of Operations or designated Housing Department employee(s) based on verified Housing Application scores;
- review renovation applications as necessary;
- collaborate with the housing department in the maintenance and evaluation of current and up to date housing list;

- attend all regular and emergency Housing Committee meetings;
- attend community meetings when required;
- acknowledge warnings, and Arrears and Eviction notices, as provided by the Housing Department;
- prepare for Housing Committee and community meetings by reading relevant reports and letters;
- keep up to date with all policies, procedures, laws, acts, guidelines and best practices relevant to Nanoose First Nation housing.

Chairperson Roles and Responsibilities

The Chairperson's responsibilities include, but are not limited to:

- scheduling Housing Committee meetings;
- ensuring the presence of quorum at Housing Committee meetings;
- work in collaboration with housing department and the director of operations;
- developing and approving the agenda for Housing Committee meeting;
- following up on old business;
- reading the minutes of last meeting;
- approving the read minutes and amending the minutes where amendments are approved;
- introducing new business;
- setting the date for the next Housing Committee meeting;
- maintaining order;
- ensuring that the business of Housing Committee meetings proceeds smoothly and that the meeting stays on topic according to the agenda;
- being an impartial mediator in the workings of the Housing Committee;
- calling for recommendations and ensuring that all Housing Committee members have had the opportunity to debate and discuss recommendations;
- after reasonable debate and discussion, calling for a vote on recommendations; and
- represent Nanoose First Nation on all on and off-reserve meetings, conferences or workshops on housing issues, where requested by Chief & Council, the Housing Committee, or Housing Department and approved in advance by the Director of Operations.
- Shall report to chief and council for information purposes only

Terms of Housing Committee:

The term of each Housing Committee member shall be on-going, unless he/she resigns or is removed from the Housing Committee by the Director of Operations, or the designated family representatives.

The Director of Operations may set terms, as necessary, to provide an opportunity for other Members to participate.

Removal of a Housing Committee Member

A Housing Committee member shall be removed for any of the following reasons:

- to allow another Member to participate at the direction and guidance of family heads;
- breaching oath of confidentiality, or oath of office;
- failing to take steps to avoid and being found to be in a conflict of interest;
- noncompliance with Housing Policies;
- being absent in part or entirely for three (3) consecutive meetings without valid reason;
- not being in good financial standing with Nanoose First Nation; or
- if convicted of an indictable criminal offence.

Dispute Resolution Committee

The dispute resolution committee is formed of 3 members, the chairperson, and 2 housing committee members. The Dispute Resolution Committee is appointed by the housing committee to address complaints, appeals, and disputes related to housing operations.

Section 3.0 – Rental Program

Section 3.0 – Rental Program

3.1 Application Requirements

The following requirements must be met by Applicants who wish to be considered for allocation of a Rental Unit. If any of these requirements are not met, the Housing Department: shall not accept the Housing Application; shall not forward it to the Housing Committee; and shall advise the applicant that the application requirements were not met.

Housing Applications

In order to be considered for allocation of a Rental Unit, the Applicant must meet the following criteria:

- A minimum of three references, from an employer, social services worker, present or previous landlord, or a person not immediately related to the Applicant who can speak to the Applicant's suitability as a Tenant. References from Chief & Council will not be accepted for conflict of interest reasons and to keep the application process unbiased and transparent;
- Written consent from the Applicant to speak to the references and verify employment and/or financial information submitted in support of the Housing Application;
- Occupy only one (1) Nanoose First Nation rental housing unit at a time;
- Not be applying with the intent to sublet;
- Must have a completed housing application;
- Other circumstances that make you ineligible i.e. serious criminal offences.

Housing Applications on file with the Housing Department must be updated by the Applicant on an annual basis and whenever there is a change to the information contained in the Housing Application in order to remain on the Waiting List. The Housing Department will provide the Housing Committee with copies of all Active Housing Applications and a copy of the Waiting List.

Applicants receiving Shelter Allowance or some other form of income/social assistance must maintain an up to date file with the Social Development Office.

Membership and Age Requirement

To submit a Housing Application for the allocation of a Rental Unit, the Applicant be: a Member or a Non-member with primary care of a minor Member child; and nineteen (19) years of age or older, unless there are extenuating circumstances. Some of the extenuating circumstances that may be taken into account when deciding whether to accept a Housing Application from an Applicant who is under the age of nineteen (19) are:

- health or safety issues affecting the Applicant and/or any dependents;
- overcrowding in the Applicant's current residence;
- accessibility;
- family violence;
- child care agency (Kwumut le lum) ;

- the fact the Applicant has withdrawn from parental control;
- marital breakdown and/or changes in the Applicant's marital status;
- the fact the Applicant's current residence was destroyed or rendered uninhabitable by fire or some other act of god; and
- acts of god.

Non Members

Non-members are only eligible to apply for designated units (6 Plexes). Considerations will be given for family lineage on a case by case basis, guardians or a parent of band member children.

Non-members residing in designated units are eligible to remain in the unit for a maximum of up to 2 years, unless extenuating circumstances require a registered member in need of a unit.

Income Requirement

The Applicant must provide current evidence of all income to support the Rent payable, including minimum last 3 pay stubs, training allowance funds, or income/social assistance documents, or as set out in the tenancy agreement/application.

Arrears and Rental History

Applicants in Arrears will not be considered for a Rental Unit allocation until an arrears repayment agreement is signed with the Nanoose First Nation, and has consistently abided by the terms of the agreement for a minimum of 12 months, or until the arrears are paid in full.

If the Applicant was previously Evicted from a Nation-Owned Home, Nanoose First Nation and the Housing Department reserve the right to reject the Applicant's Housing Application for this reason for a period of up to two (2) years from the date of the Eviction.

Safety, Overcrowding, and Medical Issue Considerations

Due to capacity issues, the Scoring Application Guide will be used to ensure that Applicants who do not already have access to safe and affordable housing will be given priority in housing allocations.

Current Tenants may *only* submit a Housing Application for allocation of a different Rental Unit where there is evidence of safety, overcrowding, or medical issues.

There should be no more than two persons per bedroom, children less than 5 years of age of different sexes may reasonably share a bedroom, children 5 years of age or older of opposite sex should have separate bedrooms; children less than 18 years of age and of the same sex may reasonably share a bedroom; and single household members 18 years or over should have a separate bedroom, as should parents or couples.

Changes to Household Composition

Rental Unit allocations are decided based on the information in Housing Applications, including information on Household Composition. If there are changes to Household Composition after an allocation is made, the Housing Committee may reassess the allocation. If it is determined that the allocation is no longer appropriate because of changes to the Household Composition, the

Rental Agreement may be terminated in accordance with its terms and tenant maybe reallocated to a more suitable unit where applicable, or placed on the housing waitlist upon receipt of new housing application form.

If the Housing Committee determines that a Tenant intentionally provided untrue or inaccurate information about Household Composition on the Housing Application, and the allocation has already been made, the Tenant may be Evicted.

3.2 Criteria for Deciding Rental Unit Allocations

A completed Housing Application will include the information needed to score the Housing Application (Appendix 1-A) in accordance with the Application Scoring Guide (Appendix 1). The Application Scoring Guide provides an assessment of the Applicant's current living conditions, affordability analysis (ability to pay utilities and rent) and confirmation of Household Composition.

Providing safe, affordable and energy efficient housing for all Members is a priority for Nanoose First Nation. Unfortunately, the need for Rental Units often exceeds capacity and available funding.

To provide a fair and transparent method for allocating Rental Units and to ensure that Rental Units are allocated to Applicants on the basis of relative merit and in accordance with the community's housing goals and this Housing Policy, the following procedure will be followed:

- completed Housing Applications must be submitted to the Housing Department by the Applicant and must be updated by the Applicant on an annual basis to remain on the Waiting List;
- the Housing Department will score each completed Housing Application it receives using the Application Scoring Guide (Appendix 1);
- using the Application Scoring Guide, the Housing Committee will then review and verify the scores assigned by the Housing Department;
- when a Rental Unit becomes available, the Housing Committee will recommend Rental Unit allocations to the Housing Department employee based on the verified scores of Active Housing Applications and, if necessary, the Household Composition of eligible Applicants; and
- taking into account the recommendations of the Housing Committee, the designated Housing Department employee will then make the final decision on the allocation of the available Rental Unit(s).

When reviewing scores and making recommendations for allocations, all Housing Committee members must follow the conflict of interest guidelines.

If two Housing Applications receive the same score and the Household Compositions of each Applicant are equally suited to the available Rental Unit, the tie may be broken by who applied first according to the dates recorded on the Housing Applications.

3.3 Rental Agreement

The Rental Agreement has been developed to protect the Rental Unit, the Tenant and Nanoose First Nation. The Rental Agreement sets out the rights and obligations of the Tenant and of Nanoose First Nation. A copy of the Rental Agreement is included in this Policy as Appendix 3.

Rental Agreements are prepared to be generally consistent with provincial residential tenancy legislation as well as the goals and rules set out by the Nanoose First Nation in this Housing Policy or otherwise.

Prior to entering into a Rental Agreement, the Housing Department will complete an in-person meeting with the Tenant to explain all aspects of the Rental Program the Rental Agreement and this Housing Policy, including all rights and obligations of Tenants, charges payable by Tenants and consequences of breaching the Rental Agreement and/or this Policy.

Subject to Nanoose First Nation policies, each Rental Agreement shall describe the Tenant's responsibility for Rent payments, regular Rental Unit maintenance, utility payments, and any services provided to the Rental Unit by Nanoose First Nation, including without limitation, garbage pickup and snow removal.

Rental Agreements shall be signed by the Director of Operations, or the Housing Department employee with delegated authority, and the Tenant prior to the Tenant occupying the Rental Unit. It is mandatory that All Tenants sign a Rental Agreement. The Housing Department shall keep the original Rental Agreements and provide copies to Tenants.

If the Tenant is receiving income/social assistance, the Rental Agreement must be provided to the Social Development Office to ensure eligibility for Shelter Allowance payments.

Rental Agreements shall be renewed by the Tenant on the following basis:

- if there are any changes to their Shelter Allowance;
- annually if the Tenant does not receive Shelter allowance; and
- Monthly for tenants under extenuating circumstances as set out in Section 3.1

Tenants and/or the Housing Department shall also update Rental Agreements when needed to reflect any policy updates, or changes to the list of occupants, Tenant contact information or Rent rates, or changes to income. For greater clarity, **all** Rental Agreements shall be renewed on April 1st of every year regardless of when the Tenant began occupying the Rental Unit. If a Rental Agreement is not renewed, the Rental Agreement is terminated.

3.4 Tenant Responsibilities

Every person who lives in a Rental Unit has certain responsibilities which must be adhered to as conditions for them to continue occupying the Rental Unit and property. In general, all individuals must comply with Nanoose First Nation laws, bylaws and policies, including the terms of this Policy.

In addition, all individuals who have signed a Rental Agreement with Nanoose First Nation must comply with the terms of that agreement. **It is the responsibility of all individuals living in a**

Rental Unit to become familiar with and uphold all of their responsibilities and obligations.

Tenants must read, understand and agree to adhere to Nanoose First Nation Policies.

The following is a non-exhaustive list of some of the key responsibilities of Tenants with respect to Rental Units:

- enter into and sign a Rental Agreement at the beginning of any new tenancy and prior to moving into a Rental Unit;
- attend and participate in the move-in/move out inspection;
- enter into and sign a new Rental Agreement each year;
- comply with all the terms of the Rental Agreement and applicable Polices, codes, laws;
- pay Rent in full, regularly and on time as per the terms of the Rental Agreement and this Policy;
- Hydro must be connected at all times, failure to comply will result in eviction;
- if in Arrears, enter into an Arrears Repayment Agreement (Appendix 18) with the Housing Department to address repayment of the Arrears;
- ensure that all utilities and other services are in the Tenant's name (or the name of another person who has agreed to pay for the utilities for the Rental Unit);
- pay for heating, electricity and other utilities;
- keep the Rental Unit, yard and surrounding area in good, clean and sanitary condition as per the community standard, utilizing nation provided garbage disposal / recycling bins;
- remove vehicles (cars, trailers, recreation boats, etc.) that are uninsured, not road worthy or otherwise inoperable. Tenants with inoperable vehicles (trailers, RV's, 5th Wheels etc.) must provide proof of storage insurance to the housing department, within 30 days. 6 plex tenants must not park on lawn in front of buildings. **Tenants are allowed no more than 1 uninsured vehicle per unit.**
- Maintain reasonable health, cleanliness, and sanitary standards throughout the rental unit and other residential property to which the tenancy has access. Perform minor household maintenance on the Rental Unit (replacing light bulbs, cleaning carpets, pest control)
- remove rubbish where it poses a health, environmental or safety hazard, and prevent damage from occurring;
- a tenant will not do anything that will void the insurance on the premises, i.e. additions to the unit, unlicensed repairs or reno's, hydro outages;
- obtain written permission from the Housing Department, including any required building permits or other permits or licenses required under this Policy, an agreement, or any other Nanoose First Nation policies or laws, before commencing any major repairs, renovations or improvements to the Rental Unit or property;

- ensure all renovations and/or repairs made by the tenant meet building code requirements, and pay as Additional Rent any expenses incurred by the Housing Department to bring renovations or repairs into compliance with the building code, should such work be required;
- report all damages, vandalism to the premises to housing within 3 days, by filling out a "Damage/Repair Report". An act of vandalism must be reported to the RCMP, within 24 hours
- report house health issues such as mold and bats to housing. Tenants are responsible for any costs associated with remediating health issues that are not covered by Indigenous Affairs of Health Canada.
- pay for the cost of repairing any damage to the Rental Unit that is caused by the deliberate or negligent acts or omissions of the Tenant, their Immediate Family and/or guests. The Tenant may only repair such damage themselves with the written permission of the Housing Department;
- when maintenance is being conducted on the Rental Unit, ensure that the area where repairs are being done are sanitary and free of clutter and waste;
- notify the Housing Department prior to building a fence or digging in the yard and/or area surrounding the Rental Unit to ensure that no underground utility lines are disturbed;
- tenants are encouraged to purchase insurance of personal property in the Rental Unit. Should disaster strike, including structural and utilities failures, Nanoose First Nation will not be responsible for the loss of any personal property;
- indemnify and save harmless Nanoose First Nation from all liabilities, fines, suits and claims of any kind or which Nanoose First Nation or the Housing Department may be liable or suffer by reason of the Tenant's occupancy of the Rental Unit;
- notify the Housing Department when planning to be away from a Rental Unit for more than 20 days;
- the tenant will only allow those individuals listed in section 8.1 (Rental Agreement) as "Occupants" to permanently occupy the premises. The tenant must receive the approval of housing before accommodating additional occupants in the premises;
- the tenant shall not sell drugs or alcohol from the premises. If housing determines, in its sole discretion, acting reasonably, that the tenant is selling drugs or alcohol from the premises, the tenant shall be in material default under this agreement and the rental agreement shall be terminated.
- Tenants and occupants shall not engage in, nor aid and abet, criminal activities
- The tenant shall not disturb the peace through acts either in or around the premises, or within the community in general. Where housing determines, in its sole discretion, acting reasonably, that the tenant has disturbed the peace, the tenant shall be in material default under this housing agreement and housing, shall have the option, at its sole discretion, to terminate this agreement, if the incident is serious or life threatening the tenant has 48 hours to vacate the premises, other offenses the tenant must vacate the premises within 15 days;
- respect the rights, safety and privacy of neighbors; and

- compliance with all applicable Nanoose First Nation Codes, Policies and Laws on reserve.

Tenants must not:

- assign or sub-let any Rental Unit;
- make any improvements or alterations to a Rental Unit, which may render void or voidable any policy of insurance held by Nanoose First Nation generally and/or the Housing Department specifically;
- sell, transfer or otherwise dispose of any appliances, or other equipment owned by Nanoose First Nation without direct written approval from Nanoose First Nation;
- use the Rental Unit, or allow the Rental Unit to be used, for any purpose other than as a residential dwelling for the Tenant, Immediate Family and/or guests, unless other arrangements have been made with the Housing Department in writing;
- conduct business activities of any kind on, in or around the Rental Unit, unless the Tenant has obtained the express written approval of the Housing Manager and has provided proof of adequate insurance; or
- allow guests to stay in a Rental Unit for more than two (2) consecutive weeks. If staying longer than 2 consecutive weeks, tenant must update rental agreement.
- Tenant shall not manufacture or grow any drugs, or construct and utilize stills

Disturbances & Complaints

All complaints are confidential and must be in writing and signed regarding a Tenant and submitted to the Housing Department. Complaints will only be discussed with complainants and the Tenant who is the subject of the complaint and the identity of complainants will be kept confidential. If, in the opinion of the Housing Department, a Tenant is causing a nuisance or an on-going disturbance, the following steps will be taken:

1. First Written warning;
2. Second Written warning(s); and
3. Eviction.

Tenants who have received one (1) or more warnings but have not been Evicted will return to good standing with the Housing Department provided they do not receive any additional warnings for at least one (1) year.

Police Intervention(s)

If there are police interventions regarding a unit the following steps will be taken:

1. 1st police intervention tenant receives 1st written warning;
2. 2nd police intervention will result in second written warning;
3. 3rd police intervention will result in Eviction.

3.5 Payment of Rent

All Tenants will pay Rent. The rent is due on or before the first (1st) day of each month.

Prior to moving in to a Rental Unit, the Tenant shall pay the required damage deposit, and the first month's Rent with the exception of Tenants on income/social assistance.

Tenants receiving income/social assistance must make arrangements with the Social Development Office to ensure that Rent payments are made on their behalf to the Nanoose First Nation and are in compliance with Federal Law (INAC) and policy. Once such arrangements are made, the Social Development Office will allocate Shelter Allowance for Rent in accordance with Federal Law and policy on the Tenant's behalf.

Nanoose First Nation employees, term employees, or contractors shall sign an agreement from honorariums, wages, contract work etc. for rent deductions to pay their Rent. Noncompliance will result in termination of tenancy.

3.6 Late Payment Fees

If a tenant hasn't paid rent on the date the rent is due, tenant will be charged a late payment fee of \$10.00. All payments received will be put into the Replacement Reserve.

3.7 Rental Rates

The following Rental rates are based on CMHC operating agreements and Nanoose First Nation based Rents and shall be reviewed annually:

- Rental rates for Rental Units that are subject to CMHC operating agreements will be set in accordance with the applicable CMHC operating agreement; and
- Rental rates for Rental Units that are not subject to CMHC operating agreements will be based on the rates set in the Rental Agreement.

Rental rates are subject to review and will be increased annually in accordance with existing legislation.

3.8 Damage Deposit

Damage deposit of \$250.00 is due upon signing of the tenancy agreement. The damage deposit is used to pay for the cost of repairing any damage to the Rental Home not caused by normal wear and tear;

Clients on social assistance must setup and sign an agreement with social development to have %_____ deducted from their social assistance basic amount.

3.9 Arrears Management

Collection procedures and the consequences of being in Arrears are further outlined in the Rental Agreement.

The following applies to all Tenants. Rent is due on the first (1st) day of each month. The following procedure will be applied immediately after one Rent payment has been missed:

- A First Notice of late payment (Appendix 8) will be sent to the Tenant five (5) days after the Rent was due. The Tenant will be required to pay the outstanding Rent in full. The Tenant may apply to the Housing Department to make arrangements for the payment of the Arrears by entering into an Arrears Agreement (Appendix 12).
- Every effort will be made to avoid an Eviction. However, if ten (10) days after the date the Rent came due the Arrears have not been paid or the Tenant has failed to comply with the terms of their Arrears Agreement (Appendix 12), a 10 Day Notice to End Tenancy (Appendix 11) will be sent to the Tenant. After the Director of Operations has been informed of the issuing of the Eviction Notice.

Both the Tenant and the Housing Department must agree to all Arrears Agreements in writing. The Arrears Agreement will include the amount of each repayment installment and the date the payment is due.

If a Tenant fails to honor an Arrears Agreement, the Tenant may be Evicted by the Housing Department after informing the Director of Operations.

If a Tenant receives two Final Notices within a fiscal year, the Tenant's Rental Agreement will be terminated and a 10 Day Notice to End Tenancy will be issued to the Tenant.

The Tenant may appeal an Eviction by following the appeal process outlined at Section 8.0 of this Policy.

Nanoose First Nation employees, term employees and contractors who are in Arrears may make arrangements with a signed agreement with the Housing Department to pay the Arrears through wage deductions.

3.10 Maintenance

Nanoose First Nation Responsibilities

As long as the Tenant pays the Rent as required by the Rental Agreement, the Nanoose First Nation, through the Housing Department, is responsible for major repairs and replacements, repairs arising from normal wear and tear, and preventative maintenance necessary to ensure compliance with health and safety standards and/or to extend the useful life of the Rental Unit.

Major repairs and replacements (subject to availability of funding) are generally defined as follows:

- roof repairs;
- Inspection and general service of furnaces, woodstoves and other heating devices, including chimney sweeping.

- service of all plumbing, including replacement of fixtures where required; except where the failure of fixtures and plumbing is a result of house freeze-up, and covered by insurance. Where the freeze-up results from a Tenant leaving the Premises unheated, the Tenant is Responsible for the insurance deductible;
- hot water tank replacement;
- recharging of fire extinguishers
- electrical work;
- major structural work;
- Repair of interior and exterior walls;
- Repair of ceilings and floors;
- Repair of eaves trough, if applicable
- electrical fixture replacement;
- repairing appliances owned by Nanoose First Nation (as long as they were not damaged or overloaded as a result of the intentional or negligent acts or omissions of a Tenant or guest);
- replacing broken windows (as long as they were not damaged as a result of the intentional or negligent acts or omissions of a Tenant or guest);
- repairs to floors, doors and cupboards as needed; and
- locks (when replacement is necessary to ensure the security of the Rental Unit and/or Tenant or where the lock is no longer functioning properly).
- Any other maintenance deemed reasonable due to health and safety reasons

The Housing Department will keep a record of all maintenance and repairs carried out on an Rental Unit including reason for the repairs, repair items and costs.

Nanoose First Nation and the Housing Department may provide additional services to Tenants, such as garbage collection, sewer and water services. The Housing Department may charge Additional Rent for such services.

Tenant Responsibilities

Tenants are responsible for the general maintenance, cleaning, repairs and replacements outlined in the Rental Agreement. A schedule of specific Tenant maintenance responsibilities is included in the Rental Agreement.

The Tenant will be solely responsible for the cost of all repairs and replacements required due to the negligent or intentional acts or omissions of the Tenant or their Immediate Family and/or guests. Where damage has been caused by the negligent or intentional acts or omissions of the Tenant or their Immediate Family and/or guests, or damage caused by pets, or vandalism, the Housing Department will take the following approach:

- if the damage is minor (less than \$1,000) the Tenant may carry out the repair and/or replacement with prior written permission of the Housing Department within 30 days. If a subsequent inspection determines that the repair and/or replacement needs to be corrected, the Housing Department will correct the repair and/or replacement and the

costs will be charged back to the Tenant as Additional Rent and any amount not paid will constitute Arrears;

- if the damage is minor (less than \$1,000) and the Housing Department has to carry out the repair and/or replacement, the costs will be charged back to the Tenant as Additional Rent and any amount not paid will constitute Arrears; and
- if the damage is major (over \$1,000), the Housing Department, will provide the Tenant with a written notice including an estimate of the cost for the Housing Department to carry out the repair and/or replacement. The Tenant will have thirty (30) days from the date on the notice to make arrangements with the Housing Department to pay for the repair and/or replacement. Failure to enter into a payment arrangement within thirty (30) days, or failure to comply with the payment arrangement, may result in Eviction.

Tenants must immediately report to the Housing Department any accident, break or defect in water, heating or electrical systems, or in any part of the Rental Unit and its' equipment in general. Non report of incident will result in tenant paying the costs for damages.

Tenants are required to keep their Rental Unit and surrounding area clean, free of garbage and no more than 1 uninsured vehicle. Tenants who fail to comply with this requirement will be given a written notice to remove the uninsured vehicles and/or garbage, after which the Housing Department will remove the items at the Tenant's expense.

When the Housing Department is to perform maintenance duties, the Tenant must ensure that the area where maintenance is being performed is safe, sanitary and free of clutter, waste or other hazards.

3.11 Alterations of Rental Units

If a Tenant makes any alterations to a Rental Unit without first obtaining permission from the Housing Department, the Tenant will be solely responsible for returning the Rental Unit to its original condition at the Tenant's own expense and at no cost to the Nanoose First Nation. Upon vacating the premises it is the responsibility of the tenant to return the unit back to its original move in condition.

Tenants will not be reimbursed for any alterations they have completed at their own expense.

3.12 Inspections

Regular Inspections

When the landlord has given proper notice to enter the rental unit, the tenant must not prevent the landlords access (or access by the landlords agent).

The tenant, or a representative of the tenant, may be present at the time the rental unit is entered. The landlord cannot require that a tenant leave when the rental unit is shown. Tenants who are concerned about their possessions may be present.

The purpose for entering a rental unit must be reasonable – the landlord may enter a tenants rental unit only when:

- There's an emergency and entry is necessary to protect life or property
- The tenant is at home and agrees to let the landlord in
- The tenant agreed, not more than 30 days before, to let the landlord enter
- The tenant was given written notice outlining the date, time (between 8am and 9pm) and purpose – at least 24 hours before and not more than 30 days before
- The tenant has abandoned the rental unit
- any refusal of landlord entry could result in termination of tenancy

Nanoose First Nation and the Housing Department may inspect Rental Units on a yearly basis and/or at any other time with twenty-four (24) hours written notice. The inspection will be carried out to record the condition of the Rental Unit. These inspections will identify the need for any preventative maintenance as well as to determine any misuse or negligence on the part of the Tenant, or their Immediate Family and/or guests. Refer to Appendix 5 for a copy of the Home Inspection Form.

Rental Units are also subject to inspection by the Housing Department in the event that the Housing Department has reasonable grounds for believing that a Tenant is in breach of this Policy or a term of a housing-related agreement with Nanoose First Nation, including, but not limited to, a Rental Agreement or Sublease Agreement. In all cases, the Housing Department will provide the Tenant with twenty-four (24) hours written notice prior to the inspection taking place.

If, at any time, the Housing Department and a qualified inspector conduct an inspection and determine that the Rental Units is in such condition that it should be condemned or has severe structural damage posing a hazard to health and/or safety, then any person occupying the Rental Unit will be removed. A Tenant removed from such a home shall submit a Housing Application which will be given priority over other Housing Applications on the Waiting List.

However, if a Rental Unit is condemned or has severe structural damage posing a hazard to health and/or safety because of the deliberate or negligent acts or omissions of the Tenant, or their Immediate Family and/or guests, the Tenant will be deemed to have been Evicted.

Move-In Inspection

A move-in inspection will be completed on the day the Tenant is entitled to take possession of the Rental Unit or on another mutually agreed upon day that is prior to the Tenant taking possession of the Rental Unit.

The move-in inspection will be completed jointly by the Tenant and a representative of the Housing Department. The Tenant MUST be present during the inspection.

The Housing Department representative will complete a Home Inspection Form (Appendix 5) that confirms the condition of the property. The report must be reviewed and signed off by both the Housing Department representative and the Tenant. Pictures will be taken and put into tenant file.

Move-Out Inspection

A move-out inspection will be completed by the Housing Department and Tenant on or after the day the Tenant ceases to occupy the Rental Unit and prior to any new Tenant taking possession of the Rental Unit.

The Housing Department must complete a Home Inspection Form (Appendix 5). Subject to the following paragraph, both the Housing Department and Tenant must sign the Home Inspection Form and the Housing Department must give the Tenant a copy of the form. Pictures will be taken and put into tenant file.

The Housing Department may perform the inspection and complete and sign the Home Inspection Form (Appendix 5) without the Tenant if the Housing Department has provided twenty-four (24) hours notice of the inspection and the Tenant fails to participate, has abandoned the Rental Unit or has been Evicted.

Any repairs to the Rental Unit that are required as the result of the deliberate or negligent acts or omissions of the Tenant or their Immediate Family and/or guests shall be confirmed in writing to the Tenant and cost recovery will be pursued by the Housing Department. Tenants will not be billed for regular wear and tear.

3.13 Fire Protection

Smoke Detectors

Tenants Responsibilities:

- Tenants must not remove or disconnect smoke detectors at any time, removal may result in eviction
- Check and, if necessary, replace smoke detector batteries on a monthly basis; and
- Notify the Housing Department immediately if a smoke detector is not working properly and/or seems to need repair or be replacement.

Nanoose First Nation Responsibilities:

- Clean, inspect and annually test smoke detectors and replace as required;

Fire Extinguishers

Fire extinguishers are provided at the time of move in, any further maintenance are the responsibilities of the tenant

Chimneys, Fireplaces and Woodstoves

Tenants are required to keep the chimney and fireplace clear of debris. On an annual basis, the Nanoose First Nation shall:

- Inspect and clean the chimney;

- Check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
- Ensure that all installed fireplaces and woodstoves are properly installed and inspected as specified in the *National Fire Code of Canada*.

Electrical and Wiring

The Nanoose First Nation shall ensure that all electrical and wiring is properly installed and inspected as specified in the *National Building Code of Canada*. Tenants shall not make any changes or alterations to electrical or wiring.

Matches, Candles and Cigarettes

Tenant Responsibilities:

- All Nanoose first nation rental units are non-smoking units, tenants must not smoke inside a rental unit. Make sure that cigarettes are fully extinguished when finished smoking.
- Store matches, lighters and candles in a safe place away from children and sources of heat;
- Never leave candles burning unattended;
- **The Nanoose First Nation recommends** battery operated lighting

Firewood, Brush and Debris

- Tenants are responsible for supplying their own firewood
- Tenants shall keep any brush or other flammable debris surrounding the rental unit to minimum

Hazardous Materials

- Tenants living in shared dwellings must obtain permission to house any hazardous materials
- Flammable materials, liquids and solvents shall be properly stored in metal containers, and if over 20 gallons must be kept at least 20 feet away from any residential dwellings.
- Tenants are fully responsible and liable for the proper care, locked storage and disposal of Hazardous Materials within their homes and yards.

Emergency Exits

Tenant Responsibilities:

- Plan an escape route in case of fire and rehearse your plan with family members and other occupants; and
- Ensure all entries and exits are clear of debris

Community Firefighting Services

Lantzville Fire Department provides firefighting services to our community. Please call 911 in case of emergency

Fires

After a fire has been reported, the Housing Department shall ensure that there is a full investigation and that the following information is documented and retained:

- the name of the Rental Unit Tenant;
- location of the Rental Unit;
- how the fire was started;
- report of injuries or fatalities; and
- extent of the damage to the Rental Unit.

The Housing Department shall also:

- report the fire to authorities, as required; and
- file a copy of any official fire report.

Accidental fires will be covered under Nanoose First Nation's insurance and the deductible will be paid by Nanoose First Nation. If it is determined that a fire was caused by the deliberate or negligent act or omission of the Tenant, or by the Immediate Family and/or guest of the Tenant, the Tenant will be responsible for paying any amounts that are not covered by Nanoose First Nation's insurance policy. Nanoose First Nation is not responsible for insuring the personal property of Tenants and will not be responsible for the personal property of Tenants which is destroyed by fire.

Tenants of Rental Units destroyed by fires will be required to re-apply for a new Rental Unit allocation. Where the fire was accidental, the Tenant shall submit a Housing Application which will be given priority over other Housing Applications already on the Waiting List. However, if it is determined that the fire was the result of a deliberate or negligent act or omission of the Tenant, or their Immediate Family and/or guests, the Tenant will be deemed to have been Evicted.

3.14 Pets and Livestock

All tenants who keep a Pet must comply with these rules and no tenant may keep an animal on the residential premises or residential property except as specifically permitted by these rules. These rules, as amended from time to time, form part of the tenancy agreement for the residential premises.

In these rules, the defined terms have the same meaning as in the tenancy agreement for the residential premises, except that:

- a) "Pet" means any domesticated animal which is kept or fed;
- b) "Residential premises" includes not only the area as defined in the tenancy agreement, but also any balcony, porch, patio or fully enclosed outdoor area adjacent to and accessible from such residential premises;
- c) "Rodent" means a domesticated gerbil, hamster, rat, mouse or guinea pig; and
- d) "Vicious or Dangerous Dog" means any dog with a known tendency or disposition to attack a person or a Pet without provocation, or any dog trained for fighting

PETS ALLOWED

A tenant may keep any combination of two of the following animals as Pets:

- a) a bird;
- b) a rabbit
- c) fish in an aquarium no greater than 24 gallons
- d) a rodent;
- e) a cat,
- f) a dog, except a Vicious or Dangerous Dog
- g) livestock, and/or any animals intended for human consumption are prohibited.
- h) exotic animals, such as snakes, lizards, spiders, etc. are prohibited.
- k) pets belonging to guest(s) of a tenant complies with these rules.

Tenants must abide by the following restrictions on pets and livestock:

- Pets shall only be allowed in single family rentals upon approval by housing and under the conditions that housing may impose.
- The tenant shall only have livestock in the yard upon agreement of applicable laws and under the conditions that housing may impose.
- While pet is outside the housing unit, the pet shall not disturb the peace. Disturbing the peace shall include, but shall not be limited to, excessive barking,
- Any damage(s) to interior or exterior of the premises caused by pets or livestock is the responsibility of the tenant and will be treated as "willful damage"

3.15 Abandoned Units

A Rental Unit will be deemed abandoned when:

- the Rental Unit has been unoccupied for more than thirty (30) days by the Tenant named in the Rental Agreement;
- no Rent payments been made for more than thirty five (35) days; and
- no hydro to the unit for more than thirty (30) days.

Upon a Rental Unit being deemed abandoned, an Abandoned Unit Notice (Appendix 7) will be issued to the Tenant to confirm their residency. The notice will be hand delivered to the Tenant, placed in the Tenant's mailbox and/or taped to the Rental Unit door. The Tenant must respond to the notice within fifteen (15) days. In cases where no response is received within fifteen (15) days.

Where the Housing Department is unable to contact the absent Tenants(s), the Housing Department shall confirm, to the best of its knowledge, that the Tenant(s) has/have abandoned the Premises by carrying out the following actions:

- Visiting the Premises on 3 separate occasions to contact the Tenant(s) and being unable to do so;
- Making 3 attempts to contact by phone, registered mail and email the Tenant(s), a family member of the Tenant(s), or the alternate contact provided by the Tenant(s), to confirm the Tenant's intent to return to the rental unit;

- Posting a written notice to the front door of the rental unit with a third-party as witness to the delivery of the notice;
- Visiting the premises and for an external assessment, confirming whether the Tenant's possessions remain in the unit; and
- Contacting neighboring occupants and obtaining written confirmation from them, as independent witnesses, to confirm that to their knowledge the Tenant(s) has/have not occupied the unit in the past 30 day period.

In cases where no response is received then the Rental Unit will be re-allocated in accordance with this Policy and the Waiting List.

Any Arrears and the cost of repairing any damage not caused by regular wear and tear shall be the responsibility of the Tenant that abandoned the Rental Unit, and will all be a debt owed to and recoverable by Nanoose First Nation. Similarly, any costs associated with the removal of personal effects (furniture, clothing, etc.) left in an abandoned Rental Unit, shall be the responsibility of the Tenant that abandoned the Rental Unit and will be a debt owed to and recoverable by Nanoose First Nation. Tenant's property will be placed in storage for 60 days at the cost of the tenant, after 60 days the property will be disposed of. Nanoose First Nation will keep an inventory of the property removed for up to 2 years.

3.16 Death of a Tenant

In the event of a Tenant's death, the Director of Operations or the designated Housing Department employee(s) may assign the deceased Tenant's Rental Agreement to the deceased Tenant's next of kin, or another person already living in the Rental Unit, provided they are Members. Next of kin and Members already living in the Rental Unit will be given priority in the following order:

- Spouse of the deceased Tenant;
- adult children of the deceased Tenant that are eighteen (18) years of age or older and in good standing;
- legal guardian(s) of any minor children of the deceased Tenant; and
- a Member who lives in the Rental Unit who is willing to assume all Tenant responsibilities for the Rental Unit, including the responsibility of paying Rent.

In order for a person listed above to begin to occupy or to continue to occupy the Rental Unit, a new Rental Agreement must be entered into and signed by the new Tenant and the Housing Department. If none of the above listed persons requires the Rental Unit, the Rental Unit will be re-allocated in accordance with this Policy and the Waiting List.

In the event that the person who takes priority is a Spouse/Guardian who is not a Member, but has a minor Member child, the Non-member Spouse/Guardian may shall continue to occupy the Rental Unit with the Member child until the child is no longer a minor. Once the Member child has reached the age of majority (nineteen (19) years of age), the Member child may enter into a Rental Agreement and the Non-member Spouse/parent can continue to occupy the home at the will of the Member child.

For single Tenants, Tenants with no eligible next of kin, and/or Tenants who live alone, the Housing Department will wait two (2) weeks to consult with family members. After the two (2)

week period, the family, friends or executor(ix) will be required to make the necessary arrangements for access to the Rental Unit and will remove all the personal belongings within another two (2) weeks.

3.17 Marital Breakdown

In the case of marital breakdown where there are no children of the relationship, both parties are Members and the Rental Agreement is in both names, Nanoose First Nation will ask the Tenants to work out an arrangement where one of the Tenants retains the right to possession of the Rental Unit. If the Tenants are unable to work out an arrangement within thirty (30) days, both parties will submit a Housing Application to the Housing Department and Housing Department will score the applications using the Application Scoring Guide. Scores will then be reviewed by the Housing Committee. After approving the Housing Application scores, the Housing Committee will recommend to the Director of Operations or the designated Housing Department employee(s) that the party with the highest score retains possession of the Rental Unit and the right to occupy it. Upon the Director of Operations or the designated Housing Department employee(s) allocating the Rental Unit, the new Tenant must enter into and sign a Rental Agreement with the Housing Department.

In the case of marital breakdown where there are no children of the relationship, both parties are Members but the Rental Agreement is in only one Member's name, the Rental Agreement will remain in that Member's name and he/she will retain possession of the Rental Unit and the right to occupy it.

In the case of marital breakdown where there are no children of the relationship and one of the parties is a Non-member, the Rental Agreement will remain in the name of the Member.

In the case of marital breakdown where there are children of the relationship, the following rules will apply:

- If both parents are Members, the parent who has primary care of the child (or children) will retain possession of the Rental Unit and will have the right to occupy it. If the parent with primary care of the child (or children) is not named as a Tenant on the original Rental Agreement, then he/she will be required to enter into a new Rental Agreement.
- If the parent with primary care of the child (or children) and the child (or children) are all Non-members, the Member parent will retain possession of the Rental Unit and the right to occupy it and the Rental Agreement will remain in the name of the Member parent.
- If the child (or children) is a Member and the parent with primary care of the child (or children) is a Non-member, the Non-member parent with primary care of the child (or children) will retain possession of the Rental Unit and will have the right to occupy the Rental Unit so long as the Member child (or children) lives there and the Non-member parent retains primary care of the child (or children). The Non-member parent will be required to enter into a Rental Agreement.

3.18 Subleases of Rental Units

Prohibited Transfers

Rental Agreements and the right to occupy a Rental Unit may not be transferred or assigned to another Member without the prior written approval of the Housing Department.

A Tenant **cannot** transfer a Rental Agreement nor the right to occupy a Rental Unit to another Member because the Tenant no longer requires the Rental Unit. In such cases, the Tenant may move out of the Rental Unit after providing the Housing Department with thirty (30) days notice. The Rental Unit will then be re-allocated in accordance with this Policy and the Waiting List. However, the Housing Department and Housing Committee reserve the right to review such situations on a case by case basis.

Application Procedure

Under certain circumstances, a Tenant may apply to the Housing Department for permission to sublet his/her Rental Unit to another Member.

In order for the lessee and sub-lessee to sublet they both must be in good financial standing, Tenants who are applying to sublet a Rental Unit for any of the following reasons:

- health reasons (e.g. the Tenant requires long-term hospitalization);
- educational reasons (e.g. the Tenant is going away to attend school)
- employment reasons; or
- for other reasons the Housing Department deems appropriate.

Tenants applying for a Sublease must submit the following to the Housing Department:

- a completed Sublease Application Form (Appendix 6); and
- a letter of explanation outlining the situation.

Sublease Applications must be accompanied by supporting documentation as follows:

- for health-related Subleases, the Tenant must provide a letter from his/her physician stating the need for extended hospitalization or out of town treatment and an estimate of how long the hospitalization or out of town treatment will be required; or
- for education-related Subleases, the Tenant must provide a copy of his/her letter of acceptance or other proof of enrolment from the educational institution the Tenant will be attending.

The Housing Department will review Sublease Applications and will approve Subleases where it deems a Sublease to be appropriate in all the circumstances on a case by case basis.

Subtenancy Agreement

Once the Housing Department has approved a Sublease, the Subtenant taking over the Rental Unit will enter into a Sublease Agreement with Nanoose First Nation (Appendix 6).

The Subtenancy Agreement must state:

- the terms and conditions of the Sublease, including that the Subtenant will be responsible for paying Rent and maintaining the Rental Unit in good condition;
- that the Subtenant will have all the responsibilities of a Tenant for the life of the Sublease Agreement;
- that Nanoose First Nation may enforce the terms of the Sublease Agreement against the Subtenant as though the Subtenant were the primary Tenant;
- that the Subtenant accepts the Rental Unit on an “as is” basis;
- that by signing the Sublease Agreement the Subtenant acknowledges he/she is aware of his/her responsibility for securing his/her own accommodations after the Sublease Agreement expires; and
- when the Sublease Agreement expires and terminates and/or if the Sublease Agreement may be renewed with proof of enrolment in an educational institution.

The maximum term for a Sublease Agreement will typically be two (2) years. However, if the Tenant is applying for a Sublease to attend school, the length of the sublease may be for the duration of the program he/she is enrolled in. The Tenant must provide the Housing Department with proof of enrolment every year or the Sublease and the Sublease Agreement will be terminated. For greater certainty, the Sublease Agreement must state when it and the Sublease expires and/or if it may be renewed with proof of enrolment in an educational institution.

A Sublease may be cancelled at any time by the primary Tenant. The Tenant and Subtenant must provide the Housing Department with thirty (30) days notice of their desire to cancel a Sublease, if they fail to do so the Housing Department may refuse to terminate the Sublease Agreement for a period of up to thirty (30) days.

Survival of the Sub Tenant Agreement

The Rental Agreement between Nanoose First Nation and the primary Tenant remains in force for the duration of the Sublease and survives the expiration and/or termination of the Sublease Agreement. The primary Tenant is ultimately responsible to ensure that all the obligations of the Rental Agreement, including paying Rent and utilities, are met. This means that if the Subtenant breaches the terms of the Sublease Agreement and Nanoose First Nation is unable to recover Arrears, costs, damages or other expenses from the Subtenant, the primary Tenant will be responsible.

If the Subtenant is Evicted by Nanoose First Nation or abandons the Rental Unit, the primary Tenant must move back in to the Rental Unit or find another Member willing to enter into a Sublease Agreement. The primary Tenant will remain responsible for ensuring that all the obligations of his/her Rental Agreement, including paying Rent and utilities, are met, unless and until another Member enters into a Sublease Agreement.

If a Tenant allows another Member or person to reside in a Rental Unit without the approval of the Housing Department, the Tenant will be responsible for any damage to the Rental Unit and may be subject to Eviction.

3.19 Eviction & Termination of a Rental Agreement

Nanoose First Nation may Evict a Tenant where a Rental Agreement is terminated due to breach of this Housing Policy and/or the Rental Agreement. Nanoose First Nation considers Eviction to be a last resort to be taken when all attempts to resolve the breach have failed. Prior to taking Eviction action, the Housing Department will meet with the Tenant to reinforce the consequences of failing to resolve the breach of the Rental Agreement and/or this Policy.

Any person occupying a Rental Unit without the permission of the Housing Department will be Evicted immediately and without notice.

Tenants or persons within a Rental Unit will be Evicted by the Housing Department for any of the following reasons:

- breaching any terms of this Policy and/or a Rental Agreement or Sublease Agreement.
- where the Tenant has failed to pay rent as set out in section 3.5;
- where the Tenant is found liable for and fails to resolve damage caused by Vandalism or willful damage (including damage by pets) to the dwelling or property as set out in sections;
- for the sale of drugs or alcohol from the Premises, or other illegal activity carried out on the Premises, as set out on section 3.4;
- for Disturbing the Peace, as set out in section 3.4; or

as set out on section, for any other Default, including, but not limited to:

- where the Tenant has ceased to be eligible to reside on reserve;
- due to unauthorized use of the Rental Home;
- for failure to maintain/repair Rental Home as required;
- for unsanitary conditions in the Rental Home;.
- Where the Tenant fails to pay the Security Deposit within 30 days of the execution of this Agreement;
- If Housing determines that the Tenant made false declarations on his or her housing application and was allocated the Rental Home as a result of the false declarations;
- where the number of occupants is not in compliance with NFN Occupancy Standards Policy; and/or
-

For clarity, the Housing Department recommends Evictions to the Director of Operations and the Director of Operations makes the final decision whether to Evict a Tenant.

If a Tenant is Evicted from a Rental Unit, the Housing Department may reject any subsequent Housing Application submitted by the former Tenant for this reason for up to a period of two (2) years from the date of the Eviction.

Where the reason for Eviction is Arrears, the Tenant will not qualify for future housing until tenant and Nanoose First Nation enter into an Arrears Repayment Agreement, and have honored the agreement for a term of 1 year.

Notwithstanding the foregoing, Nanoose First Nation may consider Housing Applications of former Tenants who were evicted at any time on a case by case basis.

3.20 Vacating a Rental Unit

All Tenants shall notify the Housing Department, in writing, thirty (30) days prior to vacating a Rental Unit. If a Tenant vacates a Rental Unit without informing the Housing Department, the Rental Unit may be deemed abandoned, the Tenant may be deemed to have been Evicted and the Rental Unit may be re-allocated in accordance with this Policy and the Waiting List.

If the Tenant does not vacate the Rental Unit at the required date defined in the termination of rental notice, the Housing Department may obtain the services of law enforcement to assist with removing the Tenant.

A Tenant who leaves personal property in the Rental Unit after vacating the Rental Unit and is, therefore, no longer authorized to have access to the Rental Unit, must contact the Housing Department in order to enter the Rental Unit and remove the personal property within five (5) days of vacating the Rental Unit. After 60 days, the Housing Department may dispose of the personal property at its discretion. The Tenant will be responsible for any costs incurred by the Housing Department for storage and disposing of the personal property, and these costs will be a debt owed to and recoverable by Nanoose First Nation.

Before vacating a unit the premises must be sanitary, clean and free of debris.

- All possessions must be removed
- All appliances must be clean and ready for use.
- Walls must be washed
- Floors must be mopped
- Bathroom tub and toilet must be washed and clean
- Decks must be cleared from all debris and cleaned
- Any alterations made during the tenancy must be returned to its original state

Section 4.0 Appeals & Disputes

Section 4.0 Appeals & Disputes

4.1 Dispute Resolution

Tenants can apply for dispute resolution based on the following circumstances:

- to dispute notice of default
- to dispute a notice to end tenancy
- to dispute a rental increase
- to apply for return of your security (damage) deposit

The tenant has 5 days to file a dispute resolution application for unpaid rent or utilities, 10 days for a one month notice to end tenancy for breach of material term of tenancy agreement.

The tenant must attend the Dispute Resolution Committee Hearing which will convene within 10 days upon receiving the dispute resolution application,

The decision made after a dispute resolution hearing at the administration office is final and binding.

4.2 Appeal Process

There are three reasons (grounds) that allow a decision or order to be appealed.

- I was not able to attend the hearing due to circumstances that could not be anticipated and were beyond my control (e.g., an earthquake or a medical emergency)
- I have new and relevant evidence that was not available at the time of the hearing
- I have evidence that the decision was obtained by fraud.

A review is not an opportunity to re-argue the case. These are the only reasons that a decision may be reviewed.

Section 5.0 – Renovation Program

5.0 Renovation Program

All external funding for Renovations is income based, which means Members applying for funding must be below a set annual income, as dictated by the relevant program, in order to be eligible.

5.1 Residential Rehabilitation Assistance Program (RRAP)

CMHC offers funding for repairs and renovations to Homeowners and Homeowners with disabilities through several of its Residential Rehabilitation Assistance Programs.

“RRAP On-Reserve” offers financial assistance to First Nations and Homeowners to repair substandard homes to a minimum level of health and safety.

The “RRAP for Persons with Disabilities” offers assistance to Homeowners who wish to complete work to modify their home to improve the accessibility and suitability of the home for disabled persons.

Homeowners who require repairs to their homes may be eligible to apply for RRAP funding if they meet the eligibility guidelines outlined below. Tenants of Rental Units may approach the Housing Department for more information on the availability of other funding sources.

RRAP Eligibility Guidelines

Funding may be available to repair or renovate houses that lack basic facilities or are in need of major repair in one or more of the following categories:

- structural;
- electrical;
- plumbing;
- heating; or
- fire safety.

Assistance may also be available to address a problem with overcrowding. In order to qualify for RRAP funding, the dwelling must be a minimum of five (5) years old. Work carried out prior to obtaining funding approval is not eligible.

Additional RRAP assistance may be available for a dwelling a minimum of fifteen (15) years after the first RRAP loan.

Loan Amount

Maximum assistance/loan amounts for these programs are established by CMHC.

Housing Arrangements

The Housing Department will not organize alternative housing while renovations are being carried out. It is up to the homeowner(s) to find a place to stay.

5.2 Capital Housing Renovations Program (CHRP)

AANDC offers a renovation program to Homeowners for capital renovations. The funding and requirements are subject to availability of funding and the program objectives of AANDC. Homeowners are required to submit a request in writing to the Housing Department.

To be eligible for funding the following criteria will be used:

- renovations must extend the life of the house for ten (10) years;
- must be an on reserve home owned by Member ;
- must be the primary residence of a Member; and
- major home repairs – roofs, siding, foundation, flooring, insulation, electrical, windows/doors and bathroom/kitchen repairs must be needed.

The following homes are ineligible for renovations:

- condemned homes;
- homes that are less than five (5) years old;
- social housing units (Nation-Owned Houses);
- privately owned rental units; and
- privately owned portables used as classrooms, offices or for personal use.

The selection criteria for allocation will be based on the following:

- elders;
- need;
- homeowner's willingness to contribute; and/or
- whether homeowner has had renovations recently (less than 10 years);

The Housing Department will submit applications to AANDC based on the above selection criteria.

If approved, a qualified inspector will inspect renovations and all homes approved for renovations. All work must comply with the National Building Code and the British Columbia Building Code.

5.3 Home Adaptations for Seniors Independence (HASI)

HASI is a CMHC program to help First Nations and Homeowners to pay for minor home adaptations to extend the time low-income seniors can live in their homes independently

A Homeowner may qualify for assistance if he/she:

- is sixty-five (65) years of age or older;
- has difficulty with daily living activities brought on by ageing;
- has a total household income that is at or below a specified limit; and
- the dwelling unit to which the adaptations will be made is his/her permanent residence.

The funds must be for minor items that meet the needs of the elderly Homeowners and assist with mobility, such as:

- handrails;
- bathtub grab bars and seats; and/or
- lever handles on doors.

Please refer to the HASI handbook for more detailed repairs

All adaptations should be permanent and fixed to the dwelling and must improve the accessibility of the housing for seniors. The program is subject to budget availability. Assistance is in the form of a forgivable loan up to \$3,500. The loan does not have to be repaid as long as the Homeowner agrees to continue to occupy the dwelling for the loan forgiveness period, which is six months.

Eligible Members are to submit a request to the Housing Department and complete the HASI application, which will be forwarded to CMHC for approval.

Any work carried out before the HASI loan has been approved in writing will not be eligible for funding under the HASI program.

APPROVAL and AMENDMENTS LOG

Approval

Date	Approved by Administrator
Date	Approved by Chief and Council Band Council Resolution No.

Amendment

Date	Approved by Administrator
Date	Approved by Chief and Council Band Council Resolution No.

Amendment

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