

LA LALEM XWELMEXWQEL SLEWÓYELH

**SHXW'ŌWHÁMÉL FIRST NATION
HOUSING LAW, 2018**



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WHEREAS:

- A. We, the Shxw'ōwhámél First Nation ("**Shxw'ōwhámél**"), being a member of the Tiyt Tribe, have and maintain Indigenous Title, Rights and interests to our lands and resources within S'olh T'émèxw, our Stó:lō Territory;
- B. Our Indigenous Title, Rights and interests are expressed in our Halq'eméylem language as: "*S'ólh T'émèxw te ikw'el'ó. Xólhmet te mékw'stám it kwelát*", meaning "This is our land. We have to take care of everything that belongs to us";
- C. *Tómiyeqw* – meaning, at all times we have a responsibility to our past seven generations and seven generations into the future;
- D. We have a unique relationship with our *Sxexó:mes*, including our lands and resources, which is expressed in our *Sxwōxwiyá:m*, *Sqwélqwel* and *Shxwelí*, which together help define our Indigenous Title, Rights and interests;
- E. We have an inherent right to self-government which emanates from our people, culture and land, and which is recognized and affirmed by section 35 of the *Constitution Act, 1982*;
- F. We have taken back our unextinguished right to control and manage our Shxw'ōwhámél Lands and resources pursuant to the *Framework Agreement on First Nation Land Management* and have enacted the *Shxw'ōwhámél First Nation Land Code*, verified on October 23, 2014 (the "**Land Code**");
- G. Pursuant to the Land Code, our Si:yám Council is authorized to pass various laws relating to lands, including laws relating to residency, occupation, use and possession of such lands;
- H. Si:yám Council considers housing to be an investment in Shxw'ōwhámél and Shxw'ōwhámél members that is made on behalf of all Shxw'ōwhámél members;
- I. In accordance with Shxw'ōwhámél governance, legal orders, traditions and cultural values, Si:yám Council has adopted this Law, which is intended to be fair, equitable and beneficial to the whole community, and which is to be implemented and enforced in a respectful, transparent, accessible and responsive way;
- J. This Law is based, in part, on the Housing Policy that was initially adopted in 2016, and amended in 2018, and which served as the official set of guidelines for the administration and operation of the Shxw'ōwhámél housing program of Shxw'ōwhámél; and
- K. This Law is intended to replace all existing and past policies and procedures with respect to housing on Shxw'ōwhámél Lands.

NOW THEREFORE BE IT RESOLVED THAT this *La Lalem Xwelmexwqel Slewóyelh*, the *Shxw'ōwhámél First Nation Housing Law, 2018*, (the "**Law**") is hereby enacted as a law of the Shxw'ōwhámél First Nation.

PART 1 – NAME

- 1.1 Short Name. This Law may be cited as the *Shxw'ōwhámél Housing Law*.

PART 2 – PURPOSE AND APPLICATION

- 2.1 Purpose. The purpose of this Law is to provide guidance and regulations for use in the delivery of adequate shelter (that meet health, safety and structural standards) to residents of Shxw'ōwhámél.
- 2.2 Application. This Law applies to all Rental Homes, Tenancy Agreements, on-reserve financing guarantees, new home construction, and housing services provided or administered by the Housing Department on Shxw'ōwhámél Lands. This Law supersedes and replaces all prior arrangements, whether written or not, regarding rights to homes on Shxw'ōwhámél Lands.
- 2.3 Authority. The Housing Department is responsible for implementing this Law and will have all powers necessary to give effect to this Law. The Housing Department may, from time to time, refer to Council for guidance and advice on the implementation of this Law. The Housing Department may also delegate any part of its authority under this Law to other Persons.
- 2.4 Non-Derogation. No provision of this Law, or any communication, negotiations or engagements carried out pursuant to it, does, or may be deemed to, prejudice, limit, abrogate or derogate from any of Shxw'ōwhámél's title, rights or interests.
- 2.5 Applicable Laws. This Law and the delivery and administration of housing services made pursuant to it are subject to all applicable laws including: Shxw'ōwhámél laws and bylaws, the Land Code, the Shxw'ōwhámél comprehensive community plan, and applicable legislation enacted by other governments.
- 2.6 Application of Human Rights and Privacy Legislation.
- (a) Shxw'ōwhámél will implement this Law in accordance with the *Canadian Human Rights Act* (Canada), which prohibits discrimination and harassment in the provision of a housing service or residential accommodation.
 - (b) Shxw'ōwhámél will implement this Law in accordance with the *Personal Information Protection and Electronic Documents Act* (Canada), which specifies requirements for the collection, use and disclosure of personal information.

PART 3 – INTERPRETATION

- 3.1 Land Code Definitions. Capitalized words not defined in this Law have the same definitions as in the Land Code.
- 3.2 Definitions. For the purpose of this Law, the following definitions apply:
- (a) “**Abandonment**” or “**Abandoned**” means a Rental Home that appears to have been intentionally and permanently left behind by a Tenant for a period of more than thirty-one (31) days without notification to the Housing Department;

- (b) “**Arrears**” means Rent and/or other housing-related payments that are owed by a Person and have come due to Shxw’ōwhámél or a financial institution and have not been received by the payment due date;
- (c) “**Authorized Occupant**” means an individual who is permitted to reside in a Rental Home under the terms of a Tenancy Agreement, but who is not a Tenant;
- (d) “**Building Codes**” means the current versions of the National Building Code of Canada, BC Building Code, and such other building codes that Shxw’ōwhámél requires buildings on Shxw’ōwhámél Lands to be in compliance with from time to time;
- (e) “**Certified Independent Building Inspector**” means a building inspector who has documented certification from the National Home Inspector Certification Council, is qualified to inspect for compliance with the Building Codes, and approved as a building inspector by the Housing Department;
- (f) “**CMHC**” means the Canada Mortgage and Housing Corporation;
- (g) “**Council**” means the appointed Si:yá:m Council of the Shxw’ōwhámél First Nation Leadership Governing Body, as defined in the *Shxw’ōwhámél First Nation Governance Policy*, ratified on January 24, 2018;
- (h) “**Dispute Resolution Panel**” means the independent committee established in accordance with the Land Code to hear and decide appeals from decisions made under this Law;
- (i) “**Elder**” means a Member who is recognized as an Elder by Shxw’ōwhámél;
- (j) “**Emergency Repairs**” has the meaning provided in section 21.5;
- (k) “**Enforcement Officer**” has the meaning provided to that term in the *Shxw’ōwhámél Enforcement Law*;
- (l) “**Household Composition**” means the number of individuals in a household, their ages and relationships to one another;
- (m) “**Housing Advisory Committee**” means the independent committee established by Council that is responsible for providing direction and support to the Housing Department and Council in the administration of housing related matters in accordance with its terms of reference, set out in Schedule “A”;
- (n) “**Housing Department**” means the Shxw’ōwhámél department responsible for the administration of Shxw’ōwhámél First Nation housing programs, and includes the Housing Officer;
- (o) “**Housing Officer**” means the Shxw’ōwhámél employee responsible for managing the day to day operations of the Housing Department, and the delivery and administration of Shxw’ōwhámél’s housing programs and services;
- (p) “**Land Code**” means the *Shxw’ōwhámél First Nation Land Code*, verified on October 23, 2014;

- (q) “**Member**” means a member of Shxw’ōwhámél;
- (r) “**National Occupancy Standards**” means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household based on Household Composition;
- (s) “**Night**” means the hours between:
 - (i) the later of sunset or 9:00 p.m. of one day; and
 - (ii) 7:00 a.m. of the following day;
- (t) “**Person**” includes an individual, society, corporation, partnership or party, whether acting by themselves or by an agent or employee, and the successors, permitted assigns and personal or other legal representatives of such Person to whom the context legally applies;
- (u) “**Pet**” has the meaning provided in the *Shxw’ōwhámél Animal Law*;
- (v) “**Proof of Income**” means documentation used to verify the annual income of a person and/or household and can include Statements of Remuneration Paid (T-4), Revenue Canada Notices of Assessment, pay stubs or such other documented proof of income (including social assistance) as required by the Housing Department or a financial institution;
- (w) “**Qwi:qwelstóm**”, the Halq’eméylem word to describe “justice”, is an underlying principle of Stó:lō forms of mediation and dispute resolution whose goal is “to make things right”;
- (x) “**Rent**” means an amount of money paid, or required to be paid, by a Tenant to Shxw’ōwhámél as described in a Tenancy Agreement in return for the right to occupy a Rental Home, but does not include a security deposit, Arrears, or other debts owed by the Tenant to Shxw’ōwhámél in connection with the tenancy;
- (y) “**Rental Agreement**” means a written agreement between Shxw’ōwhámél and a Tenant that confers on the Tenant a right to occupy a Rental Home for a specified term in exchange for the payment of Rent to Shxw’ōwhámél, and includes any renewal of a Rental Agreement;
- (z) “**Rental Home**” means a Shxw’ōwhámél Rental or a Rent-to-Own Home, and for greater certainty does not include the land on which such Shxw’ōwhámél Rental or Rent-to-Own Home is situated;
- (aa) “**Rent-to-Own Agreement**” means a written agreement between Shxw’ōwhámél and a Tenant that confers on the Tenant a right to occupy a Rent-To-Own Home and the option to purchase the home only (not the land on which it is situated) through a Use and Occupancy Certificate issued in accordance with the Land Code in exchange for the payment of Rent to Shxw’ōwhámél for a fixed period of time, and includes any renewal of a Rent-to-Own Agreement;

- (bb) **“Rent-to-Own Home”** means a house or unit owned by Shxw’ōwhámél which Shxw’ōwhámél makes available to Member(s) for use and occupation, and with an option to purchase, through a Rent-to-Own Agreement;
- (cc) **“Shxw’ōwhámél”** means the Shxw’ōwhámél First Nation;
- (dd) **“Shxw’ōwhámél Rental”** means a house or unit that is owned by Shxw’ōwhámél and that is occupied by a Tenant under the terms of a Rental Agreement;
- (ee) **“Spouse”** has the meaning provided in the Shxw’ōwhámél *Spousal Property Law*;
- (ff) **“Subtenant”** means a subtenant listed as an occupant in the home on the Tenancy Agreement, but who is not the Tenant;
- (gg) **“Tenancy Agreement”** means either a Rental Agreement or a Rent-to-Own Agreement; and
- (hh) **“Tenant”** means an individual who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to Shxw’ōwhámél in return for the right to use and occupy a Rental Home.

3.3 General Interpretation. The following apply to the interpretation of this Law:

- (a) Our *Slewóyelh*, our traditional laws, apply to the interpretation of this Law.
- (b) Unless otherwise expressly provided, the structures, organizations, bodies, principles and procedures established or used in this Law will be guided, interpreted and carried out in accordance with the culture, traditions and customs of Shxw’ōwhámél, including *Qwi:qwelstóm*.
- (c) The headings of parts and sections of this Law have been inserted as a matter of convenience and for reference only, and in no way define or limit any of its provisions.
- (d) A word in the singular form may be read in the plural form if the context allows it, and a word in the plural form may be read in the singular form if the context allows it. All genders are included in any gender expressed.
- (e) The words “include”, “includes” and “including” are to be read as if they are followed by the phrase “without limitation”.
- (f) Any reference to a statute means that statute and any regulations made under it, all as amended or replaced from time to time.

3.4 Schedules. The following Schedules form part of and are integral to this Law:

- (a) Schedule “A” – Shxw’ōwhámél Housing Advisory Committee Terms of Reference
- (b) Schedule “B” – Roles and Responsibilities
- (c) Schedule “C” – Housing Forms
 - (i) Form 1 – Rental Home Application Form

- (ii) Form 2 – Rental Housing Allocation Scoring Guide
- (iii) Form 3 – Priority Rating Scoresheet
- (iv) Form 4 – Wage Deduction Consent Form
- (v) Form 5 – Notices of Arrears
- (vi) Form 6 – Notice of Eviction
- (vii) Form 7 – Arrears Repayment Agreement
- (viii) Form 8 – Notices of Default
- (ix) Form 9 – Maintenance Agreements and Forms
- (x) Form 10 – Tenant Damage Assessment
- (xi) Form 11 – Notice of Tenant Damage
- (xii) Form 12 – Tenant Damage Repayment Agreement
- (xiii) Form 13 – Vandalism Assessment
- (xiv) Form 14 – Condition Assessment Reports
- (xv) Form 15 – Notice of Absence
- (xvi) Form 16 – Notice of Abandonment
- (xvii) Form 17 – Move-In / Move-Out Assessment

PART 4 – ELIGIBILITY REQUIREMENTS

4.1 Eligibility Requirements. To be eligible to apply for a Rental Home an individual must:

- (a) be a Member;
- (b) be in compliance with all applicable laws;
- (c) be over the age of eighteen (18);
- (d) provide Proof of Income sufficient to meet the Rent;
- (e) except as set out in section 7.2, have no Arrears or outstanding debt owing to Shxw'ōwhámél;
- (f) not have been evicted from any Rental Home for reasons other than monies owed or otherwise have a history of failure to comply with a Tenancy Agreement within the two (2) years immediately preceding the date of application; and
- (g) not have Abandoned a home, including a Rental Home, within four (4) years immediately preceding the date of application.

- 4.2 Arrears and Outstanding Debt. A potential applicant with outstanding Arrears or outstanding debts to Shxw'ōwhámél may be eligible to apply for a Rental Home if such applicant has:
- (a) entered into an Arrears repayment agreement for the outstanding debt; and
 - (b) paid the agreed upon monthly instalments on the due date of the instalments for a minimum of twelve (12) consecutive months.

PART 5 – APPLICATIONS FOR RENTAL HOUSING

- 5.1 Content of Application. Any Member who meets the eligibility requirements in Part 4 may apply for a Rental Home by submitting to the Housing Department a completed application package containing the following:
- (a) completed application form (Form 1 in Schedule “C”);
 - (b) applicant’s Proof of Income, if any; and
 - (c) a minimum of three (3) letters of reference (not from immediate family members), with at least one (1) letter from at least two of the following:
 - (i) previous landlord(s) or, where such reference cannot be provided, a reference with which the Housing Department can confirm the applicant’s ability to effectively manage the Tenant’s financial and physical obligations under the Tenancy Agreement;
 - (ii) employer; and
 - (iii) unrelated personal reference.
- 5.2 Submission Timeline. Applications must be submitted to the Housing Department before the 15th of January of each calendar year so that the housing allocations can be completed before the new fiscal year. Applications can be mailed, emailed, faxed or hand delivered.
- 5.3 Application Date. Applicants are responsible for making sure the application date is registered at the Housing Department office.
- 5.4 Initials. After reviewing this Law and the applicable Tenancy Agreement, applicants must initial the table of contents of this Law and all pages of the applicable Tenancy Agreement indicating that such person has read and understood its rights, responsibilities and obligations under this Law and the Tenancy Agreement.
- 5.5 Time Stamps. The Housing Department will date and time stamp applications upon receipt and hold them securely.
- 5.6 Incomplete Applications.
- (a) The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and incomplete applications.

- (b) If an application is rejected as ineligible and/or incomplete pursuant to subsection 5.6(a), the Housing Department will notify the applicant and provide the applicant with an explanation as to why the application was rejected.
- (c) An applicant may correct an incomplete application and re-submit it at any time within the time frame provided in section 5.2.

5.7 Removal of Identifying Information. Before forwarding a complete application to the Housing Advisory Committee for consideration, the Housing Department will assign it an identification number and remove all identifying personal information from the application, including status numbers, names, addresses and phone numbers, and will provide the applicant with confirmation that the application is complete and being forwarded for review.

PART 6 – RENTAL HOUSING ALLOCATION

6.1 Allocation Criteria. Rental housing allocation is governed by Allocation Scoring Guide (Form 2 in Schedule “C”), which is based on the following criteria:

- (a) current living condition, with consideration of risks of homelessness, unsafe housing, overcrowded home, etc.;
- (b) date of application;
- (c) number of times previously applied for housing;
- (d) ability to pass credit check;
- (e) no outstanding debts owed to Shxw’ōwhámél;
- (f) willingness to enter into a Rental Agreement;
- (g) information provided in letters of reference; and
- (h) availability of funding (for example, if funding is available for housing a specific demographic such as Elders, single parents or social assistance, these applications may be prioritized).

6.2 Allocation Procedures.

- (a) The Housing Advisory Committee will meet every February, and as required from time to time, to review all waitlisted applications and any new applications forwarded to it by the Housing Department.
- (b) The Housing Advisory Committee will assign priority ratings scores in accordance with the Priority Rating Scoresheet (Form 3 in Schedule “C”).
- (c) The Housing Advisory Committee will match the scored applications with available housing using the following suitability criteria:
 - (i) size of the home and family;

- (ii) proximity to community amenities and Tenant needs (including accessibility and accommodation of physical disabilities); and
 - (iii) requested location.
- (d) Once all applications have been scored and matched with suitable housing, the Housing Advisory Committee will forward the applications to Council with recommendations for housing allocations.
 - (e) Where two applicants suitable for an available Rental Home have the same priority rating score, priority will be given to the application that was submitted first.
 - (f) Within a reasonable time of receiving the applications and recommendations from the Housing Advisory Committee, Council will meet to review and verify the priority ratings assigned by the Housing Advisory Committee and will allocate housing accordingly.
 - (g) If an application is unsuccessful, the applicant may request an explanation from the Housing Department, who may consult with the Housing Advisory Committee before providing a response.
 - (h) Unsuccessful applications will be assigned to a waitlist for suitable housing according to their priority score. Rental Homes that subsequently become available will be allocated according to this priority-rated waitlist.
 - (i) Applicants must update their waitlisted applications by March 31st of each year, and at any other time when any information on their application form changes. Applications that are not updated will be deemed inactive and the applicant will have to reapply.

6.3 Notification of Successful Application.

- (a) The Housing Department will notify a successful applicant in writing of the offer to rent a particular Rental Home, which notification will include:
 - (i) the address, rental rate, and number of rooms of the Rental Home;
 - (ii) a copy of the applicable Tenancy Agreement;
 - (iii) information on how to obtain and view this Law, any other relevant documents, and all other applicable laws and policies; and
 - (iv) the dates from which the applicant may choose for an orientation meeting with the Housing Department.
- (b) The applicant must respond to the notification of offer within seven (7) days of the date of the offer, accepting or declining the offer, and arranging a time with the Housing Department for an orientation meeting, after which the parties will execute the Tenancy Agreement.
- (c) If the applicant declines the offer, the applicant may request to remain on that calendar year's waitlist, but will lose his/her order of priority on such list.

- (d) If the applicant fails to respond to a notification of offer within the time prescribed in subsection 6.3(b), such applicant is deemed to have refused the offer and the Housing Advisory Committee may re-allocate the corresponding Rental Home.

PART 7 – OCCUPANCY PROCEDURES

7.1 General. Before occupying a Rental Home, a prospective Tenant must:

- (a) attend an orientation meeting with the Housing Department to:
 - (i) review the Tenancy Agreement, this Law, requirements under applicable laws, and applicable property insurance documents;
 - (ii) review maintenance and repair responsibilities; and
 - (iii) identify any issues that require resolution prior to commencement of the tenancy;
- (b) participate in a move-in condition assessment of the Rental Home, in accordance with section 23.2;
- (c) pay the first month's Rent to Shxw'ōwhámél;
- (d) pay the security deposit in accordance with subsection 20.1(a);
- (e) if applicable, pay the Pet security deposit in accordance with subsection 20.1(b);
- (f) obtain approval for any Authorized Occupants and provide information as required for the Tenancy Agreement; and
- (g) execute the Tenancy Agreement and related documents in accordance with section 7.4.

7.2 New Housing. If a Rental Home is a future development that is only in the planning phases (i.e., construction has not begun), the Housing Officer may invite the selected applicant to meet and discuss one or more of the following before construction begins:

- (a) floor plan;
- (b) interior design (in accordance with the Building Codes); and
- (c) finishing materials, including: cabinets, counter tops, vanities, linoleum, carpets, siding, decks and lighting fixtures.

The Housing Officer may, subject to budget constraints, seek to revise applicable plans to address reasonable requests made by the selected applicant.

7.3 Tenant's Duties. A prospective Tenant must complete all of the requirements under section 7.1 before April 1st (fiscal year) and before taking possession of the Rental Home. If the prospective Tenant fails to comply with this section 7.3, the Housing Department may rescind the offer and re-allocate the Rental Home.

7.4 Tenancy Agreements.

- (a) In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Law, including to:
 - (i) pay Rent and utility bills on time and in full;
 - (ii) be responsible for any damage to the Rental Home due to accident or negligence;
 - (iii) maintain the Rental Home in a clean, safe and orderly condition;
 - (iv) care for and maintain the lands on which the Rental Home is located;
 - (v) permit only Authorized Occupants to reside in the Rental Home; and
 - (vi) comply with all applicable laws.
- (b) In signing a Tenancy Agreement, Shxw'ōwhámél agrees to:
 - (i) permit the Tenant and Authorized Occupants to reside in the Rental Home for the term specified in the Tenancy Agreement; and
 - (ii) provide the Rental Home in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant.
- (c) A Tenant who signs a Rent-to-Own Agreement will have the option to purchase the Rent-To-Own Home in accordance with the terms of the Rent-to-Own Agreement, section 28 of this Law and section 33 and 35 of the Land Code once the loan has been discharged and provided that the Tenant does not owe any Arrears or other debts to Shxw'ōwhámél. In all other respects, unless otherwise agreed-to by Council, the relationship between the Tenant and Shxw'ōwhámél in respect of a Rent-To-Own Home is that of landlord and tenant.
- (d) Each Tenancy Agreement must be renewed by March 31st of each year and must be updated anytime there are changes to Tenant information, Authorized Occupants and/or Household Composition. Renewals may include any Law changes required by Shxw'ōwhámél from time to time to align the Tenancy Agreement to current laws and updated Rent calculations. To renew a Tenancy Agreement, the Tenant must submit a renewal application to the Housing Department by March 15th of each year.
- (e) After a Tenancy Agreement has been signed by the Tenant and the Housing Officer, the Housing Department will:
 - (i) provide the Tenant with a copy of the signed Tenancy Agreement; and
 - (ii) securely keep the original signed Tenancy Agreement in the Tenant's file at the Housing Department.

7.5 Granting Occupancy.

- (a) Upon completion of all the requirements outlined in this Part 7 an applicant is entitled to occupancy of the Rental Home on the date set out in the Tenancy Agreement.

- (b) Shxw'ōwhámél will provide the Tenant with keys or other means of access to the Rental Home on or before the day on which the Tenant is entitled to take possession of the Rental Home pursuant to subsection 7.5(b).

PART 8 – OCCUPANCY STANDARDS

8.1 Authorized Occupants.

- (a) All persons who reside in the Rental Home on a continual basis for a period of fourteen (14) or more days and who are not Tenants must be approved by the Housing Department and listed as Authorized Occupants in the Tenancy Agreement.
- (b) No changes may be made to the list of Authorized Occupants in a Tenancy Agreement without the prior consent of the Housing Department, which consent will be given in writing and appended to the Tenancy Agreement along with an amended list of Authorized Occupants.
- (c) The Housing Department may refuse any request to approve additional Authorized Occupants where such approval would result in overcrowding, failure to comply with the National Occupancy Standards, or other health and safety concerns in the reasonable opinion of the Housing Department.
- (d) A Tenant who allows any person who is not an Authorized Occupant to reside in the Rental Home in violation of this section 8.1 is in default of the Tenancy Agreement and may be evicted for cause in accordance with subsection 12.3(a).

8.2 Guests.

- (a) Shxw'ōwhámél will not unreasonably prevent a Tenant from having guests in the Rental Home.
- (b) Tenants may permit guests to stay at the Rental Home for a maximum period of fourteen (14) consecutive days, unless otherwise agreed to by the Housing Department.

8.3 Tenant Responsibility.

- (a) Tenants are responsible for the actions of all Authorized Occupants and guests in the Rental Home, including any conduct which results in damage to the Rental Home or that is otherwise in violation of the Tenancy Agreement, this Law or any other applicable laws.
- (b) Subject to the provisions of the *Shxw'ōwhámél Spousal Property Law*, if the Tenancy Agreement is terminated, all Subtenants will also have to vacate the home unless, on request by a particular Subtenant, the Housing Department, in conjunction with the Housing Advisory Committee, decides that such Subtenant may enter into a new Tenancy Agreement.

PART 9 – RENT RATES

9.1 Rent Rates.

- (a) Rent is set by Shxw'ōwhámél, and calculated based on:
 - (i) costs that occur to provide housing established in the Maintenance Agreement (Form 9a in Schedule "C"); and
 - (ii) applicable requirements in CMHC or other operating agreements.
- (b) Rent will be reviewed annually and may be increased once each year in accordance with the consumer price index.
- (c) Any adjustments to Rent will be set by the Housing Department as of March 31st each year.
- (d) The Housing Department will give Tenants at least two (2) months' written notice of any Rent increases.

PART 10 – PAYMENT OF RENT

10.1 Payment of Rent.

- (a) Funds collected by the Housing Department as Rent contribute to the cost of housing for all Members, and protect Shxw'ōwhámél's investment in its housing assets. All Tenants are required to pay Rent on time and in accordance with the terms of their Tenancy Agreements and this Law.
- (b) Rent is due and must be paid in full on the first day of every month.
- (c) In the event a Tenant moves in or vacates a Rental Home on a day other than the first or last day of the month, respectively, the payment for that month shall be prorated.
- (d) No partial payments or post-dated cheques will be accepted without the prior written consent of the Housing Department.
- (e) If the Housing Department accepts a partial payment of Rent, Shxw'ōwhámél does not waive the requirement for the Tenant to pay the remaining Rent owing.

10.2 Payment Methods. Rent may be paid by any of the following methods:

- (a) cash;
- (b) certified cheque, money order or bank draft;
- (c) electronic transfer or pre-authorized direct deposit; or
- (d) wage deduction, where applicable and in accordance with section 10.3.

10.3 Wage Deduction. Employees and contractors doing work for Shxw'ōwhámél, and any other person on Shxw'ōwhámél's payroll, may complete a Wage Deduction Consent

Form (Form 4 in Schedule "C") to have their Rent deducted directly from their paycheque.

10.4 Annual Statement of Account.

- (a) At the end of each fiscal year the Housing Department will provide each Tenant with an annual statement of account confirming:
 - (i) Rent payments received for the previous fiscal year;
 - (ii) any Arrears or other housing-related debt owed by the Tenant for the previous fiscal year; and
 - (iii) where applicable, the length of time remaining for payment on a Rent-to-Own Home.

PART 11 – ARREARS

11.1 Arrears.

- (a) All Tenants must pay Rent on time in order for the Housing Department to effectively deliver housing programs and services.
- (b) Rent is in Arrears if the full amount is not paid on the first day of the month.
- (c) The Housing Department may charge a reasonable fee to recover administrative costs associated with Arrears collection, including any non-sufficient fund charges.
- (d) If provided for in the Tenancy Agreement, Shxw'ōwhámél may charge interest on any Arrears.

11.2 First Notice of Arrears.

- (a) The Housing Department will send the Tenant a First Notice of Arrears (Form 5a in Schedule "C") five (5) days or more after the date the Rent was due and owing.
- (b) The First Notice of Arrears will state:
 - (i) the amount of Arrears;
 - (ii) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
 - (iii) that the Tenant has thirty (30) days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
 - (iv) the consequences of having Rent in Arrears, including risks of eviction and impacts on the Tenant's ability to rent Rental Homes in the future.

11.3 Second Notice of Arrears.

- (a) The Housing Department will send the Tenant a Second Notice of Arrears (Form 5b in Schedule “C”) ten (10) days or more after the date of the First Notice of Arrears.
- (b) The Second Notice of Arrears will state:
 - (i) the amount of Arrears;
 - (ii) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
 - (iii) that the Tenant has twenty (20) days to negotiate an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
 - (iv) the consequences of having Rent in Arrears, including risks of eviction and impacts on the Tenant’s ability to rent Rental Homes in the future.

11.4 Third and Final Notice of Arrears.

- (a) The Housing Department will send the Tenant a Third and Final Notice of Arrears (Form 5c in Schedule “C”) fifteen (15) days or more after the date of the Second Notice of Arrears.
- (b) The Third and Final Notice of Arrears will state:
 - (i) the amount of Arrears;
 - (ii) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement;
 - (iii) that the Tenant has five (5) days to enter into an Arrears Repayment Agreement acceptable to the Housing Department, or to pay the Arrears in full; and
 - (iv) that if the Tenant fails to successfully negotiate an Arrears Repayment Agreement or to pay the Arrears in full within five (5) days, Shxw’ōwhámél will terminate the Tenancy Agreement by issuing a Notice of Eviction (Form 6 in Schedule “C”).

11.5 Arrears Repayment Agreement.

- (a) The purpose of an Arrears Repayment Agreement (Form 7 in Schedule “C”) is to assist a Tenant to rectify any Arrears as soon as possible in a manner that is manageable for the Tenant.
- (b) In determining whether a Tenant is eligible to enter into an Arrears Repayment Agreement with Shxw’ōwhámél, the Housing Department may consider any of the following:
 - (i) the income of the Tenant;
 - (ii) whether the Tenant has previously had Arrears;

- (iii) whether the Tenant has previously entered into Arrears Repayment Agreements and whether the Tenant defaulted on any of those agreements;
 - (iv) the amount of the Arrears; and
 - (v) any other circumstances that the Housing Department, in its sole discretion, considers applicable in determining whether to permit the Tenant to enter into an Arrears Repayment Agreement.
- (c) If, pursuant to subsection 11.5(b), the Housing Department determines that a Tenant is eligible to negotiate an Arrears Repayment Agreement with Shxw'ōwhámél, the Housing Officer will discuss the terms of such agreement with the Tenant and will set out in writing such terms in the Arrears Repayment Agreement.
- (d) If a Tenant is in Arrears any honorariums or distributions to which such Tenant is entitled to from Shxw'ōwhámél will be deducted by 25%, which sum will be applied to the applicable Arrears.
- (e) If the Tenant receives regular wages from Shxw'ōwhámél, Shxw'ōwhámél may deduct the Arrears payments directly from the Tenant's paycheque provided that the Tenant has completed and signed a Wage Deduction Consent Form (Form 4 in Schedule "C").
- (f) The Housing Officer will not renovate or repair any home for which a Tenant is in Arrears, unless such renovation or repair is required for safety, health or handicap reasons and the required funds for such renovations or repairs are available.
- (g) For greater certainty, an Arrears Repayment Agreement is for Arrears only, and a Tenant who enters into an Arrears Repayment Agreement continues to have the obligation to pay Rent as it comes due along with any other debts owing to Shxw'ōwhámél.
- (h) If a Tenant has been evicted from a premise on Shxw'ōwhámél Lands for Arrears, such Tenant will only be entitled to receive and/or occupy a Rental Home after he/she has fully repaid all outstanding Arrears.

11.6 Persistently Late Payments.

- (a) If a Tenant regularly pays Rent late but before any notice of Arrears is issued, notice will be given to such Tenant indicating that the Tenant may not be eligible to renew the Tenancy Agreement.
- (b) If late payments continue after the provision of notice under subsection 11.6(a), the Housing Department may, in its sole discretion, refuse to renew the Tenancy Agreement.

PART 12 – TERMINATION OF TENANCY

12.1 Expiration of the Tenancy Agreement.

- (a) Unless it is renewed, a tenancy ends on the date that a Tenancy Agreement expires, and the Tenant must vacate the Rental Home on such date.

12.2 Termination of Tenancy by Tenants.

- (a) A Tenant may terminate the Tenancy Agreement by providing written notice to the Housing Department at least thirty (30) days prior to the termination date stated in such agreement.
- (b) The Tenant is responsible to pay Rent for the entirety of the notice period described in subsection 12.2(a). If the Tenant gives less than the requisite thirty (30) days' notice of termination, the Housing Officer will use the payment of the last month's rent (made at the beginning of the tenancy) to cover the outstanding payment.
- (c) Subject to the provisions of the *Shxw'ōwhámél Spousal Property Law*, if a Tenant terminates the Tenancy Agreement, all Subtenants will also be required to vacate the home by the date of termination.

12.3 Termination of the Tenancy by Shxw'ōwhámél.

- (a) Where a Tenant has breached a term of this Law or a Tenancy Agreement, the Housing Department may issue a Notice of Default (Form 8 in Schedule "C") to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.
- (b) The following will automatically result in a Notice of Default:
 - (i) significant Tenant damage to the Rental Home;
 - (ii) excessive noise caused by a Tenant during the Night, or a breach of the noise restrictions or other prohibitions set out in the *Shxw'ōwhámél Noise, Fire and Disturbances Law*;
 - (iii) persons other than Authorized Occupants residing in the Rental Home for more than fourteen (14) days;
 - (iv) intentionally causing damage to the neighbourhood; and
 - (v) repeatedly ignoring any part of the applicable Tenancy Agreement after being presented with a written warning.
- (c) A Notice of Default shall be delivered by hand to an adult residing in the Rental Home or posted to the front door of the Rental Home with a witness to the delivery or posting of the notice.
- (d) If the breach is not resolved within the time specified in the Notice of Default a Tenant will be issued a Final Notice of Default granting the Tenant a further

fifteen (15) days to resolve the breach, and informing the Tenant that failure to do so may result in the issuance of a Notice of Eviction (Form 6 in Schedule "C").

- (e) If:
 - (i) the breach is not resolved within the time specified in the Final Notice of Default; or
 - (ii) a Tenant has been issued two (2) warnings pursuant to paragraph 12.3(b)(v) in one (1) year,

then the Housing Department will provide a report to the Housing Advisory Committee and Council along with a recommendation that the Tenant be evicted.

- (f) The Housing Officer will review the report and forward to Council for a final decision that will be determined by majority vote. If Council decides that the Tenant should be evicted, it will inform the Housing Department, the corresponding Tenancy Agreement will be terminated, and the Housing Department will proceed with the applicable eviction processes.

12.4 Issuing a Notice of Eviction.

- (a) If the Housing Officer believes that a Tenant should be evicted for any of the breaches outlined in this Part 12, the officer may call a meeting to seek advice from the Housing Advisory Committee, and may draft a report on the tenancy, including a recommendation to evict the Tenant, for Council's review.
- (b) Council will review the report provided pursuant to subsection 12.4(a), and will by way of majority decision determine whether to terminate the Tenancy Agreement and issue a Notice of Eviction.
- (c) If Council decides to evict a Tenant pursuant to subsection 12.4(b), the Housing Department will serve the Tenant with a Notice of Eviction and the termination of the Tenancy Agreement will become effective three (3) days after the date of service of such Notice.
- (d) On the termination of a Tenancy Agreement, all Tenants and Subtenants must vacate the property.
- (e) A Tenant is liable to pay Rent up until the effective date of the termination of the applicable Tenancy Agreement.

12.5 Eviction for Severe Breaches.

- (a) Shxw'ōwhámél (including the Housing Department) may terminate a Tenancy Agreement and serve a Notice of Eviction without a prior Notice of Default for:
 - (i) substantial Arrears;
 - (ii) illegal or criminal activity in the Rental Home;
 - (iii) a breach of any Shxw'ōwhámél laws; or

- (iv) repeatedly disturbing the peace.
 - (b) If a Tenant has been evicted from a Rental Home on Shxw'ōwhámél Lands for reasons other than monies owed (such as for disturbing the peace or illegal activities), such Tenant will not be permitted to apply for a Rental Home for a minimum of two (2) years following the eviction.
- 12.6 Eviction for Failure to Vacate. Where a Tenancy Agreement has ended pursuant to sections 12.1, 12.2, or 12.3, any Tenants and Subtenants who fail to vacate the Rental Home may be evicted without a Notice of Eviction in the manner of an evictee subject to such a notice.

PART 13 – VACATING A RENTAL HOME

13.1 Vacating a Rental Home.

- (a) Tenants and Subtenants must vacate a Rental Home when required to do so pursuant to the earlier of the terms of an applicable Tenancy Agreement, Notice of Eviction, or other notice to vacate issued pursuant to this Law.
 - (b) To vacate a Rental Home in accordance with subsection 13.1(a), Tenants must remove their personal property, return all keys to the Housing Department, and leave the Rental Home in a clean, undamaged condition, which includes:
 - (i) ensuring that all light bulbs are in working order;
 - (ii) cleaning and washing all carpets and floors;
 - (iii) removing all garbage, waste and debris from the property;
 - (iv) cleaning all appliances; and
 - (v) carrying out all such other cleaning and fixing required to make the Rental Home rentable, as determined by the Housing Department in its sole discretion.
- 13.2 Move-Out Condition Assessment. As part of vacating a Rental Home in accordance with subsection 13.1(a), a Tenant must participate in a move-out condition assessment carried out by the Housing Department in accordance with section 26.2.

13.3 Unclaimed Possessions.

- (a) A Tenant who vacates a Rental Home and leaves personal property behind must contact the Housing Department within five (5) days of vacating the Rental Home to make arrangements to enter the Rental Home and remove such personal property.
- (b) If the Tenant does not claim the personal property within the time specified in subsection 13.3(a), then the Housing Department may, at its sole discretion, move, dispose or sell the personal property.

- (c) The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property in accordance with subsection 13.3(b) and these costs will be a debt owing to and recoverable by Shxw'ōwhámél.

PART 14 – MARITAL BREAKDOWN

- 14.1 Marital Breakdown. If there is a marital breakdown involving a Tenant or Tenants, the determination of which Spouse will retain possession of a Rental Home will be made in accordance with the *Shxw'ōwhámél Spousal Property Law*.

PART 15 – DEATH OF A TENANT

15.1 Rental Home Procedures.

- (a) A Tenant of a Rental Home does not own the Rental Home and cannot bequeath any interest or right in the Rental Home to any person upon his/her death.
- (b) If a Tenant of a Rental Home who is not also a co-Tenant dies during the term of the Tenancy Agreement, the Tenancy Agreement is terminated. Upon termination of the Tenancy Agreement, Shxw'ōwhámél will recover possession of the Rental Home and may re-allocate the Rental Home to the next qualified applicant on the Waiting List in accordance with this Law, unless:
 - (i) there is a surviving Spouse of the deceased Tenant who retains the legal right to possession for a specified period of time pursuant to the *Shxw'ōwhámél Spousal Property Law*; or
 - (ii) the surviving Spouse of the deceased Tenant has obtained a court order for exclusive occupation of the Rental Home in accordance with the *Shxw'ōwhámél Spousal Property Law*, in which case Shxw'ōwhámél will not recover possession of the Rental Home until the expiry of the earliest of times specified by the *Shxw'ōwhámél Spousal Property Law* and court order (if applicable).
- (c) If a co-Tenant of a Rental Home dies during the term of the Tenancy, the surviving co-Tenant may retain possession of the Rental Home and will become the sole Tenant under the Tenancy Agreement provided that the surviving co-Tenant continues to be eligible to be a Tenant in accordance with subsection 4.1.
- (d) If the surviving co-Tenant is not willing or eligible to remain as the sole Tenant in accordance with subsection 15.1(c), the Tenancy Agreement will be terminated and Shxw'ōwhámél will recover possession and may reallocate the Rental Home to the next qualified applicant on the waiting list in accordance with this Law.

15.2 Termination of Tenancy Due to Death of a Rent-To-Own Tenant.

- (a) If a Tenant of a Rent-To-Own Home dies during the term of the Tenancy Agreement and before the loan has been discharged, and the deceased Tenant has left a will bequeathing the Rent-To-Own Home to a named beneficiary, then:

- (i) the beneficiary may apply to the Housing Department to acquire the Rent-To-Own Home in accordance with this Law; and
- (ii) if such beneficiary is eligible to be a Tenant of a Rent-To-Own Home, Shxw'ōwhámél will allocate the Rent-To-Own Home to the beneficiary under a new Rent-to-Own Agreement that transfers all obligations of the previous Tenant to the beneficiary.

15.3 Vacating the Rental Home and Unclaimed Possessions.

- (a) If a Tenant dies and the Housing Department determines that no next of kin or beneficiary is willing or eligible to take over the deceased Tenant's Tenancy Agreement, the Housing Department will provide notice to the deceased Tenant's family and estate and grant them thirty (30) days to remove the deceased Tenant's personal property from the Rental Home, after which the Rental Home will be eligible for re-allocation in accordance with this Law.
- (b) Any unclaimed personal property remaining on the property after the thirty (30) days provided under subsection 15.3(a) has lapsed will be managed in accordance with section 13.3.

PART 16 – HOME-BASED BUSINESSES

16.1 Home-Based Business. A Tenant may only carry out a home-based business in a Rental Home in accordance with the requirements outlined in the *Shxw'ōwhámél Zoning Law* and the *Shxw'ōwhámél Business Law*.

PART 17 – PETS AND ANIMAL CONTROL

17.1 Keeping Pets in a Rental Home.

- (a) Notwithstanding the provisions in the *Shxw'ōwhámél Animal Law*, due to health, safety and space concerns, Tenants may only keep Pets as follows:
 - (i) in a triplex or multiplex Rental Home, only one (1) cat may be kept and no other Pets;
 - (ii) in a duplex Rental Home, a maximum of one (1) dog and one (1) cat may be kept and no other Pets;
 - (iii) in a single dwelling Rental Home, up to four (4) Pets may be kept, which Pets may not consist of more than two (2) dogs and two (2) cats over the age of four (4) months.
- (b) All Tenants and Subtenants must abide with the prohibitions and the requirements for animal care and control outlined in the *Shxw'ōwhámél Animal Law*.
- (c) Notwithstanding any other law, including the *Shxw'ōwhámél Animal Law*, all Pets that reside in a Rental Home must be spayed or neutered.

- (d) At all times, a maximum of one (1) aquarium may be present in a Rental Home, which aquarium may not have a greater capacity than twenty (20) gallons.

17.2 Tenant Responsibilities.

- (a) A Tenant is solely responsible for any damage caused to the Rental Home by any animal that the Tenant, an Authorized Occupant or a guest brings and/or keeps at the Rental Home, regardless of whether or not Shxw'ōwhámél has granted an approval for such animal to be present and/or reside at the Rental Home.
- (b) If the Tenant fails to repair any damage that arises in accordance with subsection 17.2(a) prior to termination of the Tenancy Agreement, Shxw'ōwhámél may apply the Pet security deposit towards the costs of such repairs, and any additional costs associated with such repairs will be a debt owing to and recoverable by Shxw'ōwhámél.

PART 18 – SUBLETTING

18.1 General Prohibition.

- (a) A Tenant must not sublet the Rental Home.
- (b) If a Tenant sublets the Rental Home in breach of subsection 18.1(a), it is a breach of the Tenancy Agreement and Shxw'ōwhámél may immediately terminate the Tenancy Agreement in accordance with subsection 12.3(a).

PART 19 – INSURANCE

19.1 Property Damage Fire Insurance.

- (a) Rental Housing.
 - (i) Shxw'ōwhámél will maintain property and fire insurance for all Rental Homes as long as Shxw'ōwhámél retains ownership thereof.
 - (ii) For certainty, any and all insurance proceeds obtained pursuant to the insurance provided in paragraph 19.1(a)(i) belongs solely to Shxw'ōwhámél.
- (b) Rent-To-Own Housing.
 - (i) Shxw'ōwhámél is not responsible for maintaining property or fire insurance for Rent-To-Own Homes after the applicable loan has been discharged and ownership of the home has transferred to the former Tenant.
 - (ii) Once a Rent-to-Own Home loan has been discharged, occupants may negotiate a Maintenance Agreement with Shxw'ōwhámél, whereby Shxw'ōwhámél will provide home insurance and maintenance needs for a fee.

19.2 Contents Insurance. Shxw'ōwhámél acknowledges the value of contents insurance and encourages all Tenants to obtain such insurance to protect their personal property. For greater certainty, contents insurance is the sole responsibility of the Tenant.

19.3 Tenant Covenant.

- (a) A Tenant will not do or omit to do, or suffer or permit to be done or omitted to be done, anything that may render void or voidable, or which may conflict with the requirements of, any insurance policy held by Shxw'ōwhámél for a Rental Home.
- (b) A Tenant will immediately comply with any written notice from Shxw'ōwhámél or any insurer requiring the performance of works or discontinuance of any use of a home or lot in order to avoid invalidation or cancellation of any insurance policy held by Shxw'ōwhámél for a Rental Home.
- (c) Tenants are responsible for any losses, costs and/or damages incurred by Shxw'ōwhámél for any conduct that voids an insurance policy held by Shxw'ōwhámél for a Rental Home.

PART 20 – SECURITY DEPOSIT

20.1 Security Deposits.

- (a) All Tenants must pay a security deposit that is equal to one half month's rent before taking possession of a Rental Home.
- (b) A Tenant must pay a security deposit of \$100 per Pet before a Pet may be kept in a Rental Home.
- (c) The Housing Department may retain any security deposit received pursuant to this Part 20 in an interest bearing account in trust for the Tenant for the duration of the Tenancy Agreement.
- (d) Within thirty (30) days of the Tenant vacating the Rental Home at the termination or expiry of the Tenancy Agreement, or a Pet vacating a Rental Home, the Housing Department will make available for pick up at its office the corresponding security deposit to the Tenant unless:
 - (i) the Housing Department makes a claim, in writing, against the security deposit for damage to the Rental Home; or
 - (ii) the Tenant agrees in writing to allow the Housing Department to keep all or part of the security deposit as payment for unpaid rent or damage.
- (e) A Tenant may appeal a decision by the Housing Department to keep a portion of a security deposit in accordance with Part 31.

PART 21 – MAINTENANCE AND REPAIRS

21.1 Shxw'ōwhámél Maintenance and Repair Responsibilities.

- (a) Shxw'ōwhámél will fulfill its duties and obligations set out in the Tenancy Agreement executed between a Tenant and Shxw'ōwhámél.
- (b) Shxw'ōwhámél will:
 - (i) ensure that all maintenance and repair work overseen or carried out on the Rental Home by the Housing Department meets or exceeds the requirements of the Building Codes;
 - (ii) ensure that all structural, heating, electrical and plumbing repair work carried out on the Rental Home is inspected and approved by a Certified Independent Building Inspector; and
 - (iii) keep records of all repairs carried out on the Rental Home including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.

21.2 Tenant Maintenance and Repair Responsibilities.

- (a) All Tenants must fulfill the duties and obligations set out in the Maintenance Agreement that they enter into with Shxw'ōwhámél.
- (b) In addition to the requirements in subsection 21.2(a), Tenants are responsible for the general maintenance, cleaning, and minor repairs and replacements to a Rental Home and must abide by the following rules throughout the term of the Tenancy Agreement:
 - (i) all garbage must be properly disposed of, and not stored in the yard or on the balcony of the home;
 - (ii) lawns must be mowed on a regular basis; and
 - (iii) all hazardous materials are to be stored and disposed of in a proper and safe manner that does not pose a risk to any humans or animals.
- (c) Tenants must, as soon as is reasonably possible, report any maintenance issues by submitting a Maintenance Request Form (Form 9b in Schedule "C") to the Housing Department.
- (d) If a Tenant is in possession of any firearms, ammunition or other weapons on or around the Rental Home, such Tenant must:
 - (i) hold a valid Possession and Acquisition License (PAL) issued by the RCMP;
 - (ii) ensure that such weapon is properly secured and stored in accordance with the *Firearms Act* (Canada) and such other requirements imposed by the Housing Department from time to time, acting reasonably; and
 - (iii) promptly advise the applicable Fire Department of the Tenant's possession of the weapon(s).
- (e) Tenants may not remove:

- (i) any fixtures from the Rental Home; or
- (ii) any appliances, unless those appliances are the property of the Tenant, from the Rental Home.

21.3 No reimbursement for costs which are the responsibility of the Tenant. A Tenant will not be reimbursed for any costs that are the sole responsibility of the Tenant as provided in the applicable Maintenance Agreement, the Tenancy Agreement and this Law.

21.4 Alterations, Additions, and Improvements.

- (a) A Tenant seeking to make any alterations, additions or improvements to the Rental Home must first obtain written approval of the Housing Department, which approval will be based, in part, on the availability of funds for such renovations, and must ensure that all renovations meet the requirements of the Building Codes.
- (b) Unapproved alterations, additions or improvements may be subject to removal by the Housing Department at the expense of the Tenant.
- (c) Shxw'ōwhámél is not responsible for any damages, cost of repairs or any insurance claims related in any way to any unapproved alterations, additions or improvements.

21.5 Emergency Repairs.

- (a) **“Emergency Repairs”** are repairs related to health, safety and structural issues and include, but are not limited to, repairs which the Housing Department determines, in its sole discretion, are urgently required as a result of:
 - (i) an accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon dioxide detectors;
 - (ii) a hazard to the immediate health or safety of Tenants, Authorized Occupants or any other person;
 - (iii) the loss, or potential loss, of an essential service such as electricity, plumbing or heat; or
 - (iv) any other circumstance that the Housing Department, acting reasonably, determines is an Emergency Repair.
- (b) Tenants are responsible for reporting any circumstance that may warrant an Emergency Repair to the Housing Department as soon as possible.
- (c) The Housing Department will make all reasonable efforts to respond to Emergency Repairs as soon as possible, and, where possible, within eight (8) hours of receiving notification of the need for Emergency Repairs.
- (d) Where Emergency Repairs are performed by the Housing Department and those Emergency Repairs were necessary as a result of damage or neglect on the part of the Tenant (for example preventable fire hazards, flooding as a result of

intentionally blocked plumbing, etc.), the Tenant shall be responsible for the cost of those Emergency Repairs.

21.6 No Repairs to Rental Homes in Arrears.

- (a) Shxw'ōwhámél will not make repairs for which it is responsible under a Maintenance Agreement, a Tenancy Agreement or this Law where such repairs are required for a Rental Home that is in Arrears, unless:
 - (i) the repairs are Emergency Repairs; or
 - (ii) Shxw'ōwhámél deems the repairs necessary to preserve the value of its housing assets.

21.7 Tenant Failure to comply with Maintenance Responsibilities. A Tenant who breaches a Tenancy Agreement or a provision of this Law by failing to comply with its maintenance responsibilities, including those set out in this Part 21, may be issued a Notice of Default (Form 8 in Schedule "C") in accordance with subsection 12.3(a).

PART 22 – DAMAGE AND VANDALISM

22.1 Tenant Damage.

- (a) For the purposes of this Part 22, "**Tenant Damage**" means damage to a Rental Home caused by the intentional or negligent conduct of:
 - (i) the Tenant;
 - (ii) an Authorized Occupant; or
 - (iii) a guest of the Tenant or Authorized Occupant.
- (b) Tenants are solely responsible for all costs of repairs to a Rental Home and replacement of any fixtures or appliances where those costs are a result of Tenant Damage.

22.2 Damage Assessment. When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it may conduct a Tenant Damage Assessment (Form 10 in Schedule "C") in accordance with Part 26.

22.3 Notice of Tenant Damage.

- (a) If, after completing a Tenant Damage Assessment, the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a Notice of Tenant Damage (Form 11 in Schedule "C") to the Tenant with the following information:
 - (i) the nature and extent of the damage to the Rental Home;
 - (ii) determination that the damage is Tenant Damage;
 - (iii) the likely required repairs and/or replacements to the Rental Home;

- (iv) the estimated costs of such repairs and/or replacements; and
- (v) the options available to the Tenant to pay for such repairs and/or replacements.

22.4 Performance of Repairs. The Housing Department will carry out the repairs and/or replacements set out in the Notice of Tenant Damage, which full costs will be invoiced to the Tenant.

22.5 Invoice Payment.

- (a) The Tenant must pay the invoice for Tenant Damage repairs provided pursuant to section 22.4 within thirty (30) days of receipt of the invoice by either:
 - (i) paying the amount in full; or
 - (ii) subject to sections 22.2 and 22.3, negotiating a Tenant Damage Repayment Agreement (Form 12 in Schedule "C") with the Housing Department and paying the invoice in accordance with the terms of such agreement.
- (b) The Housing Department has no obligation to enter into a Tenant Damage Repayment Agreement.
- (c) The Housing Department will not enter into a Tenant Damage Repayment Agreement with a Tenant unless the Tenant pays a minimum of 20% of the estimated repair costs on the date the agreement is executed.
- (d) If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a Tenant Damage Repayment Agreement, the Housing Department may issue a Notice of Default in accordance with subsection 12.3(a).

22.6 Tenant Damage Discovered Upon Move-Out or Abandonment.

- (a) Where Tenant Damage is discovered during a move-out condition assessment, the Housing Department may deduct the costs to repair such Tenant Damage from the Tenant's security deposit in accordance with subsection 20.1(d).
- (b) Where repair costs exceed the available security deposit, the Housing Department will forward an invoice stating the repair and/or replacement costs of the Tenant Damage which exceeds the amount of the security deposit, and any such costs will be a debt owing to and recoverable by Shxw'ōwhámél.

22.7 Vandalism.

- (a) If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Rental Home or the local neighbourhood, the Tenant must immediately report such damage to the Housing Department and to the police.
- (b) When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it may conduct a Vandalism Assessment (Form 13 in Schedule "C") in accordance with Part 26.

- (c) The Housing Department will pay the costs of any necessary repairs or replacements to the Rental Home that are caused by third party vandalism, providing that the Tenant has:
 - (i) reported the break-in and/or vandalism to both the Housing Department and to the police in a timely manner;
 - (ii) filed a police report; and
 - (iii) submitted a copy of the police report to the Housing Department.
- (d) If the Housing Department, during a Vandalism Assessment, finds unreported third party damage to a Rental Home, the Housing Department will:
 - (i) file a police report with the police; and
 - (ii) refrain from completing any repairs and/or replacements of such damage until it receives a copy of the police report.
- (e) If the Tenant does not report third party damage to a Rental Home in a timely manner, the Tenant may be solely responsible to pay the costs of such damage.
- (f) The Housing Department is not responsible for any damage to the Tenant's personal property that is caused by a third party.

22.8 Notice of Default for Significant Damage. Where it determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third party vandalism, the Housing Department may issue a Notice of Default (Form 8 in Schedule "C") in accordance with subsection 12.3(a).

PART 23 – CONDITION ASSESSMENTS

23.1 General Condition Assessments.

- (a) The Housing Department may conduct condition assessments of any Rental Home to assess maintenance and repair needs, compliance with the applicable Tenancy Agreement and this Law, and to identify any misuse or negligence by a Tenant, Authorized Occupant, guest or other person.
- (b) Except in the case of:
 - (i) emergencies;
 - (ii) Abandoned Rental Homes; or
 - (iii) where the Housing Department has been unable to contact the Tenant after reasonable efforts,

Tenants may be present for all condition assessments carried out in accordance with this Law.

- (c) Except as otherwise specified in this Law, at the conclusion of any condition assessment, the Housing Department will review the completed Condition

assessment report with the Tenant and each of the Housing Department and the Tenant will sign and retain a copy of such report.

- (d) The Housing Department will keep up to date condition assessment reports for all Rental Homes.
- (e) Photos will be taken during condition inspections for recording purposes.
- (f) The Housing Department may complete condition inspections of Rental Homes on a bi-annual basis, or more frequently if the Housing Department deems it necessary, to:
 - (i) assess the required repairs and maintenance;
 - (ii) determine the needs for new appliances in the future; and/or
 - (iii) gather any other information to evaluate whether the home is being maintained in good condition and whether the Tenant is in compliance with its Tenancy Agreement and this Law.

23.2 Move-in and Move-out Assessments.

- (a) The Housing Department and the Tenant will complete move-in condition assessments of the Rental Home on or before such dates on which the Tenant is entitled to:
 - (i) occupy a Rental Home; and/or
 - (ii) bring a Pet to reside in the Rental Home.
- (b) The Housing Department and Tenant will promptly complete move-out condition assessments of the Rental Home on or after such dates on which a Tenant:
 - (i) vacates a Rental Home; and/or
 - (ii) ceases to keep a Pet at the Rental Home.
- (c) The Housing Department shall provide the Tenant with a copy of the completed and signed Move-In / Move-Out Assessment (Form 17 in Schedule "C").
- (d) The Housing Department will make reasonable efforts to accommodate a Tenant and will offer at least three (3) separate opportunities to the Tenant to schedule a move-in or move-out condition assessment.
- (e) Subject to subsection 23.2(f), if a Tenant fails or refuses to participate in a move-in or move-out condition assessment and the Housing Department has complied with the requirements in subsection 23.2(d), then:
 - (i) the Housing Department may conduct the move-out condition assessment and complete a condition assessment report without the Tenant being present; and

- (ii) the Tenant's right to the return of any security deposit (including Pet security deposit) is extinguished.
- (f) Except where a Tenant has Abandoned the Rental Home, Shxw'ōwhámél's right to claim the security deposit (including Pet security deposits) under subsection 23.2(e) is extinguished if the Housing Department fails to:
 - (i) comply with subsection 23.2(d);
 - (ii) participate in either a move-in or move-out condition assessment; or
 - (iii) provide the Tenant with a copy of the completed Move-In / Move-Out Assessment.

PART 24 – TRANSFER / RELOCATION OF TENANTS

24.1 Transfers required to meet National Occupancy Standards.

- (a) The Housing Department may, from time to time, require a Tenant to transfer to an alternative available Rental Home, or to exchange Rental Homes with another Tenant, to ensure that the Tenant's Household Composition conforms with the National Occupancy Standards.
- (b) If a Tenant anticipates that the Tenant's Household Composition will change as a result of a birth or death, the Tenant must notify the Housing Department as soon as possible and may request a tenancy transfer if the change to the Household Composition will result in either under-housing or over-housing in relation to the National Occupancy Standards.

24.2 Emergency Transfers. The Housing Department may transfer a Tenant to an alternative Rental Home at any time that such transfer is required as a result of an emergency (i.e., fire, flood, earthquake, etc.). Such transfer may be temporary or permanent as required by the circumstances and availability of alternative housing, and will be decided by the Housing Department on a case-by-case basis.

24.3 Transfer Requested by Tenant. A Tenant may request to transfer to another Rental Home at any time and for any reason by submitting a new Rental Housing Application to the Housing Department in accordance with Part 5.

24.4 Termination of Previous Tenancy Agreement. When a transfer of Rental Home is required or approved pursuant to this Part 24, the previous Tenancy Agreement is terminated and the Tenant will be required to enter into a new Tenancy Agreement for the new Rental Home.

24.5 Transfer of Rent-to-Own Home. Any transfer pursuant to this Part 24 that involves a Rent-to-Own Home remains subject to financing that has come available for re-allocation and must be made in accordance with section 25.1.

24.6 Notice of Transfer. If a transfer is required by the Housing Department, the Housing Department will provide the Tenant with a prior written notice of at least sixty (60) days before the date of the required transfer.

PART 25 – RE-ALLOCATION OF RENT-TO-OWN HOMES

25.1 Re-Allocation of Rent-to-Own Homes.

- (a) If the Rent-to-Own Agreement is terminated at any time before the loan is discharged in full, the Tenant will become ineligible to exercise the option to purchase the corresponding home. On the termination of the Rent-to-Own Agreement, Shxw'ōwhámél will retain ownership, and automatically assume possession, of the Rent-to-Own Home, and may re-allocate the Rent-to-Own Home in accordance with the allocation procedures in section 6.2.
- (b) When a Rent-to-Own Home becomes available for re-allocation, Shxw'ōwhámél may increase the Rent to account for any reason that Shxw'ōwhámél deems, at its sole discretion, a valid basis for increasing the Rent.
- (c) To be eligible for a re-allocation of a Rent-To-Own Home with an outstanding loan, the new Tenant must:
 - (i) meet all the eligibility criteria for a Tenant as set out in section 4.1;
 - (ii) have no outstanding Arrears owing to Shxw'ōwhámél; and
 - (iii) be an immediate family member of the departing Tenant, and be recommended to the Housing Department by the departing Tenant.

25.2 No Re-Allocation. When a Rent-to-Own Home becomes available for re-allocation, but there are no eligible Members to assume such re-allocation pursuant to subsection 25.1(c), then such home will be returned to the inventory of Rental Homes available for allocation pursuant to Part 6.

PART 26 – TRANSFER OF OWNERSHIP OF RENT-TO-OWN HOMES

26.1 Transfer of Ownership.

- (a) Shxw'ōwhámél retains ownership of all Rent-to-Own Homes until the loan for such homes have been paid in full. When a loan on a Rent-to-Own Home has been paid in full, the Tenant will have the option to purchase the Rent-to-Own Home by paying the purchase price to Shxw'ōwhámél provided the Tenant is not in Arrears, has been in compliance with this Law for the past five (5) years, and is not otherwise in breach of the Rent-to-Own Agreement or this Law.
- (b) The purchase price for a Rent-to-Own Home purchased pursuant to section 26.1 is \$1.00, unless otherwise stated in the applicable Rent-to-Own Agreement.
- (c) When the Housing Department confirms in writing that the Tenant has paid the applicable purchase price specified in subsection 26.1(b), the Tenant may apply to the Housing Officer for a Residential Occupancy Agreement for the lot on which the Rent-to-Own Home is situated.
- (d) Upon receiving a Tenant's application pursuant to subsection 26.1(c), the Housing Department will allocate to the Tenant the right to legal possession of

the Rent-to-Own Home by executing a Residential Occupancy Agreement for the lot to the Tenant in accordance with section 35 of the Land Code.

- (e) Upon the signing of the Residential Occupancy Agreement, Shxw'ōwhámél is no longer responsible in any way for the home, including ongoing operating costs such as insurance and maintenance.
- (f) Notwithstanding the provisions above, even where a Rent-to-Own Agreement is in place, in the case where the Tenant is a social assistance recipient and the mortgage becomes fully paid, Shxw'ōwhámél will retain ownership of the home and will charge a monthly rent to the Tenant to cover operating expenses such as home insurance, maintenance, and replacement reserve.

PART 27 – ABSENCES AND ABANDONMENT

27.1 Extended Absences.

- (a) If a Tenant will be absent from the Rental Home for longer than thirty-one (31) or more consecutive days, the following conditions apply:
 - (i) the Tenant must submit a Notice of Absence (Form 15 in Schedule “C”) to the Housing Department;
 - (ii) the Tenant must continue to pay Rent and utilities, and fulfill its obligations under the Tenancy Agreement;
 - (iii) the Tenant must leave the Rental Home in a clean, maintained and safe state; and
 - (iv) the Housing Department is responsible for routine preventative maintenance of the Rental Home, including monitoring to prevent vandalism and other hazards.

27.2 Abandoned Rental Homes.

- (a) The Housing Department may, in its sole discretion, deem a Rental Home to be Abandoned and resume possession thereof if any of the following apply:
 - (i) the Tenant is absent for thirty-one (31) or more consecutive days without notice to the Housing Department;
 - (ii) Rent and/or utility payments for the Rental Home have not been paid for thirty-one (31) or more days;
 - (iii) the Tenant has failed to communicate with the Housing Department regarding its absence;
 - (iv) the Housing Department has been unable to contact the Tenant for thirty-one (31) or more consecutive days; and/or
 - (v) the Tenant has failed to respond to a Notice of Abandonment (Form 16 in Schedule “C”) for thirty-one (31) or more consecutive days.

- (b) If a Tenant is deemed to have Abandoned a Rental Home in accordance with subsection 27.2(a), the Tenancy Agreement is deemed to be terminated and the Tenant to have forfeited all rights thereunder, including any option to purchase under a Rent-to-Own Agreement, and the Tenant will be responsible for:
 - (i) any Arrears or other outstanding housing-related debts; and
 - (ii) any costs incurred by Shxw'ōwhámél as a result of the Tenant's Abandonment of the Rental Home,

all of which will be a debt owed to and recoverable by Shxw'ōwhámél.
- (c) The Housing Department may take any action it deems necessary to secure and protect an Abandoned Rental Home, including changing the locks or other means of access.
- (d) Any Tenant who has been deemed to have Abandoned a Rental Home will be penalized by having their name removed from the housing waitlist for two phases of new home availability.
- (e) Any personal property remaining in an Abandoned Rental Home will be handled in accordance with section 13.3.

PART 28 – KEYS AND LOCKS

28.1 General.

- (a) Shxw'ōwhámél will retain a copy of the keys for each Rental Home in a secure location at all times.
- (b) Shxw'ōwhámél will not change the locks or other means of access to a Rental Home that is occupied by a Tenant without a prior mutual agreement.
- (c) In case of emergency, the Housing Officer and/or maintenance worker may change the locks of the home, after which the Housing Officer must promptly provide the new keys to the Tenant.
- (d) Tenants will not, without prior approval from the Housing Officer, change the locks or other means of access to a Rental Home.

PART 29 – FIRE PROTECTION

29.1 General. All Tenants must abide to the fire restrictions and prohibitions set out in the *Shxw'ōwhámél Noise, Fire and Disturbances Law*.

29.2 Chimneys, Fireplaces and Woodstoves.

- (a) Tenants must keep all permitted chimneys, wood stoves and fireplaces clear of debris.
- (b) On an annual basis, the Housing Department shall:

- (i) inspect and clean chimneys;
- (ii) check and, if necessary, repair the chimney cap and caulking between the cap and the chimney; and
- (iii) ensure that all fireplaces and woodstoves are properly installed, maintained and inspected as specified in the National Fire Code of Canada.

29.3 Flammable Materials, Ignition Devices.

- (a) Tenants must store all flammable liquids and solvents and firewood in appropriate containers and the greater of twenty (20) feet from the Rental Home or such other distances specified in the Building Codes.
- (b) Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.

29.4 Emergency Exits.

- (a) Shxw'ōwhámél recommends that all Tenants plan an escape route in case of fire and rehearse the plan with all occupants of the Rental Home.
- (b) Tenants must ensure all entry/exit points for the Rental Home are clear and accessible at all times.

PART 30 – VEHICLES AND APPLIANCES

30.1 General Requirements.

- (a) The following requirements apply to vehicles at Rental Homes:
 - (i) vehicles may only be parked or stored on paved surfaces or designated driveways (i.e., not on yards or other unpaved surfaces);
 - (ii) a maximum of:
 - (A) four (4) vehicles may be stored and/or parked at a single dwelling Rental Home;
 - (B) two (2) vehicles may be stored and/or parked at a duplex Rental Home; and
 - (C) two (2) vehicles may be stored and/or parked at a triplex or multiplex Rental Home,at any time; and
 - (iii) any vehicles that are stored at a Rental Home must have valid storage insurance.
- (b) A Tenant may store a boat at a Rental Home, in which case such boat will comprise one of the vehicles permitted under subsection 30.1(a).

30.2 Storage.

- (a) Tenants are not permitted to store inoperable vehicles or appliances on their rental property for more than one (1) week, and must ensure that safety measures are in place to prevent access and injury during all such times. For greater certainty, the prohibitions regarding derelict vehicles contained in the *Shxw'ōwhámél Zoning Law* apply to Tenants and Rental Homes.
- (b) Tenants that breach subsection 30.2(a) will receive a written warning asking them to remove such items from the property within (7) seven days. Should a Tenant fail to remove the items in accordance with such warning, then the Housing Department may:
 - (i) have such vehicle and/or appliances removed at the cost and expense of the Tenant, and any such costs and expenses will be a debt owing to and recoverable by Shxw'ōwhámél; and/or
 - (ii) evict the Tenant in accordance with the procedures set out in this Law.

PART 31 – DISPUTE RESOLUTION

- 31.1 Dispute Resolution Panel. Any Person who is affected by a decision made pursuant to this Law may appeal such decision to the Dispute Resolution Panel in accordance with its rules and procedures.

PART 32 – PRIVATELY OWNED HOMES

- 32.1 Home Ownership. For clarity, no Person owns any home, building or structure on Shxw'ōwhámél Lands without having proper and valid documentation that provides clear evidence to the Housing Department of such Person's ownership thereof.

32.2 Homeowner Roles & Responsibilities.

- (a) Home ownership on Shxw'ōwhámél Lands may be obtained by:
 - (i) building a new home;
 - (ii) transferring ownership of an existing home; or
 - (iii) by way of a historical agreement of ownership.
- (b) Homeowners must abide to this Law and all other applicable laws when building, purchasing or renovating a home, or when requiring services or applying for government funding that flows through Shxw'ōwhámél.
- (c) Home ownership does not include land tenure or ownership, which is addressed in the Land Code and other applicable laws.
- (d) Shxw'ōwhámél is not financially responsible for privately-owned homes on Shxw'ōwhámél Lands, even if mortgages or other financial arrangements are secured through one of Shxw'ōwhámél's loan guarantee programs. For greater

certainty, homeowners are fully responsible for all the financial arrangements and requirements for their privately-owned residents on Shxw'ōwhámél Lands.

32.3 Eligibility for Homeownership.

- (a) To be eligible for private home ownership on Shxw'ōwhámél Lands, a person must:
 - (i) be a Member and at least eighteen (18) years old;
 - (ii) be in good financial standing with Shxw'ōwhámél, having no Arrears or outstanding historical debt owed to Shxw'ōwhámél; and
 - (iii) have the financial ability to pay all debts with the total debt payment not exceeding 25% of gross earnings. All debts include payments on all outstanding or current debts plus payment required on the loan request, but exclude payments for utilities (electricity and gas).

32.4 Private Home Construction.

- (a) A Member that seeks to construct a private home on Shxw'ōwhámél Lands must first submit an application to the Housing Department. The Housing Department may reject an ineligible or incomplete application, and will inform the applicant of deficiencies in an incomplete application.
- (b) Before approving an application to construct a new private home, the Housing Department must be satisfied that:
 - (i) the proposed home does not put undue pressure on public infrastructure, utilities or services;
 - (ii) the proposed plans are viable and are expected to be completed;
 - (iii) the proposed construction abides to applicable Shxw'ōwhámél laws, including the *Shxw'ōwhámél Zoning Law* and the *Shxw'ōwhámél Development Law*;
 - (iv) the design and location of the proposed home are suitable for Shxw'ōwhámél and in accordance with zoning requirements;
 - (v) the lot is positioned in a location consistent with the Shxw'ōwhámél land use plan and Shxw'ōwhámél's vision of the community;
 - (vi) the investment represents a good opportunity to increase affordable housing on Shxw'ōwhámél Lands; and
 - (vii) the applicant has been approved for a mortgage with a financial institution, and if Shxw'ōwhámél has been asked to guarantee the mortgage, then Shxw'ōwhámél will not be subject to risk or over-commitment of funds.

- (c) Where the Housing Department has approved an application to construct a new private home, Shxw'ōwhámél may, in its sole discretion, facilitate such construction by backing mortgage loans or providing security for housing loans.
- (d) The costs of connecting a private home to community roads, sewers, water and other utilities and services will be borne in full by the home-owner.

32.5 On-Reserve Mortgage Guarantee Process. The procedure for obtaining a guarantee for on-reserve home ownership financing (loan or mortgage) from Shxw'ōwhámél is set out in Schedule "D".

32.6 Waitlist Management.

- (a) If there are more applicants that qualify for a mortgage to build a new home than Shxw'ōwhámél is able to guarantee, then the Housing Department will create a waitlist.
- (b) When Shxw'ōwhámél has capacity to guarantee a new mortgage, the Housing Officer will review all waitlisted applications to ensure that each person on the waitlist still qualifies for a mortgage.
- (c) Priority will be given to the application that was submitted first, based on the recorded date of receipt of the application.

32.7 New Construction Procedures. The processes outlined in Schedule "E" apply to all proposed constructions of new homes on Shxw'ōwhámél Lands.

PART 33 – LAST WILL AND TESTAMENT

33.1 General.

- (a) To qualify for a guarantee from Shxw'ōwhámél for on-reserve home ownership financing, applicants for individual home ownership loans must provide proof of a last will and testament in accordance with this Part 33.
- (b) The last will and testament must clearly indicate how the applicable home will be transferred in the event of death.
- (c) An applicant must provide one of the following to meet the requirement of providing proof of a last will and testament:
 - (i) entire copy of last will and testament certified by a notary or lawyer; or
 - (ii) document that, to the satisfaction of the Housing Department, confirms approval from the Minister of Crown-Indigenous Relations and Northern Affairs Canada of last will and testament and indicates applicable provisions regarding the intended transfer of the residence.

PART 34 – FINANCING ARREARS AND DEFAULT

34.1 Financing Arrears/Default.

- (a) If:
 - (i) an owner of a residence on Shxw'ōwhámél Lands is three (3) months in Arrears of the financing (mortgage or loan) payment;
 - (ii) Shxw'ōwhámél and the lender determine that the owner is in default of the terms of its financing; or
 - (iii) the lender contacts Shxw'ōwhámél for a financing guarantee payment, then, the Housing Department will:
 - (iv) serve the owner with an immediate notice of termination of tenancy;
 - (v) repossess the home;
 - (vi) advertise the home for sale and prepare it for resale;
 - (vii) set a sale price based on market conditions; and
 - (viii) put in a reserve bid of the loan amount and the equity contributed by Shxw'ōwhámél.
- (b) In the event that any of paragraphs 34.1(a)(i), (ii) or (iii) apply, then:
 - (i) the homeowner forfeits any and all claim to the loan proceeds and the Shxw'ōwhámél equity investment; and
 - (ii) all net proceeds remaining after the loan, debt and Shxw'ōwhámél equity have been paid will be turned over to the former homeowner.

PART 35 – SHXW'OWHAMEL RIGHT OF ENTRY

35.1 Shxw'ōwhámél Entry with Notice for Reasonable Purpose. The Housing Officer or a delegate may only enter a Rental Home if the Housing Department provides advance written notice to the Tenant at least twenty-four (24) hours before the proposed entry, which notice must set out:

- (a) a reasonable purpose for entering; and
- (b) the date and time of entry, which must be between 8:30 am and 4:30 pm unless:
 - (i) the entry is necessary to protect life or property and carried out in accordance with section 35.2;
 - (ii) the Tenant consents at the time of entry; or
 - (iii) the Tenant has Abandoned the Rental Home.

35.2 Emergency Entry.

- (a) If there is an emergency and the Tenant is not available to grant permission to enter a Rental Home, the Housing Officer or a delegate entering the Rental

Home should be accompanied wherever possible by a witness (i.e. member of Shxw'ōwhámél administration, emergency responder, or other third party).

- (b) The Tenant will be notified of any emergency entry and the reason(s) for such entry as soon as possible following the emergency entry.

PART 36 – ENFORCEMENT AND OFFENCES

36.1 General. No Person shall obstruct, interfere with or hinder Council, the Housing Department, the Housing Advisory Committee or any authorized employee, officer or agent in the carrying out of their duties and responsibilities under this Law.

36.2 Offences. Every Person who:

- (a) violates or causes or allows any of the provisions of this Law to be violated;
- (b) fails to comply with any of the provisions of this Law, or any other applicable law; or
- (c) neglects or refrains from doing anything required under the provisions of this Law,

shall be deemed to have committed an offence under this Law and shall be liable to a fine or imprisonment, or to both a fine of imprisonment, not exceeding the maximum allowed under the Land Code, and each day such violation is caused or allowed to continue constitutes a separate offence.

36.3 Tickets.

- (a) An Enforcement Officer may issue a ticket for any offence under this Law.
- (b) Any Person issued a ticket under this Law will be required to pay the amount set in that ticket.
- (c) A Person seeking to appeal a ticket issued under this Law may apply in writing to the Housing Department.
- (d) The Housing Department may, after considering a Person's application to appeal a ticket and acting reasonably, waive the ticket, reduce the fine, or enforce the ticket.
- (e) After consideration of an application to appeal the ticket, the Housing Department will notify the applicant in writing of its decision, which decision will be final and binding.

36.4 Qwi:qwelstóm. Notwithstanding sections 36.2 and 36.3, Shxw'ōwhámél may, as directed from time to time by Council, refer the offence to Qwi:qwelstóm to determine an appropriate enforcement mechanism for a Person that commits an offence under this Law and who is willing to participate in the Qwi:qwelstóm alternative dispute process.

PART 37 – IMMUNITY

- 37.1 General. No action for damages lies or may be instituted against present or past Council, or members, employees, representatives or agents of Shxw'ōwhámél (including the Housing Department and the Housing Advisory Committee) or Council:
- (a) for anything said or done or omitted to be said or done by that Person in the actual or required performance of the Person's duty or exercise of their authority; or
 - (b) for any alleged neglect or default in the actual or required performance of the Person's duty or exercise of their authority.
- 37.2 No Defence. Section 37.1 does not provide a defence if:
- (a) the Person in relation to the conduct that is the subject matter of the action has been guilty of dishonesty, gross negligence or malicious or wilful misconduct; or
 - (b) the cause of action is libel or slander.
- 37.3 No Liability. None of Shxw'ōwhámél, present or past Council, or members, employees, representatives or agents of any of Shxw'ōwhámél or Council are liable for any damages or other loss, including economic loss, sustained by any Person, or to the property of any Person, as a result of neglect or failure, for any reason, to discover or detect any contravention of this Law or any other Shxw'ōwhámél law, or from the neglect or failure, for any reason or in any manner, to enforce this Law or any other Shxw'ōwhámél law.
- 37.4 Limitation Period. Subject to sections 37.1 and 37.3, any actions against Shxw'ōwhámél (including employees, representatives and agents, and Council) for the unlawful doing of anything that:
- (a) is purported to have been done under the powers conferred by this Law or any Shxw'ōwhámél law; and
 - (b) might have been lawfully done if acting in the manner established by law,
- must be commenced within six (6) months after the cause of action first arose.
- 37.5 Required Notice. Shxw'ōwhámél is in no case liable for damages unless notice in writing, setting out the time, place and manner in which the damage has been sustained, is delivered to Shxw'ōwhámél within two (2) months from the date on which the damage was sustained. In case of the death of a Person injured, the failure to give notice required by this section is not a bar to the maintenance of the action. Failure to give the notice or its insufficiency is not a bar to the maintenance of an action if the court before whom it is tried, or, in case of appeal, the court of appeal, believes:
- (a) there was reasonable excuse; and
 - (b) Shxw'ōwhámél has not been prejudiced in its defence by the failure or insufficiency.

PART 38 – AMENDMENT PROCEDURES

- 38.1 General. Subject to sections 38.3 and 38.4, this Law may only be amended in the manner provided in the Land Code.
- 38.2 Regular Reviews. Shxw'ōwhámél will review and, if appropriate, amend this Law in accordance with section 38.1 every five (5) years, or whenever Council determines, in its sole discretion, that this Law should be reviewed and, if appropriate, amended.
- 38.3 Schedule Amendments. The Housing Department may, from time to time, propose an amendment to a Schedule to this Law, which amendment will become effective on approval by Council.
- 38.4 Minor Amendments. Council may, from time to time, pass a resolution authorizing minor amendments to this Law for any of the following purposes:
- (a) to correct typographical or grammatical errors;
 - (b) to reference relevant, new or amended Shxw'ōwhámél law(s);
 - (c) to change the applicable entity(ies) having authority over the implementation of this Law;
 - (d) to align with an order by a court; and
 - (e) to clarify this Law where there is no reasonable dispute about the intention underlying the original provision.
- 38.5 Notice. The Housing Department shall post notice of any amendments in the Housing Department office and, if the amendment(s) affect existing Tenants, shall provide written notice of the amendment to such Tenants.

PART 39 – GENERAL PROVISIONS

- 39.1 Other Laws. Where any law or legal requirement may apply to any matter covered by this Law, compliance with this Law will not relieve the person from also complying with the provisions of such other applicable law or legal requirement.
- 39.2 Severability. In the event that all or any part of any section of this Law are found by a court of competent jurisdiction to be invalid, such section shall be severable, and the remaining portions and sections of this Law shall remain in full force and effect.
- 39.3 Orders. An order made pursuant to this Law will have immediate effect.
- 39.4 Coming into Force. This Law will come into force and effect on the date that it is duly passed by Shxw'ōwhámél in accordance with the process outlined in the Land Code.

BE IT KNOWN that this Law is entitled the *Shxw'ówhámél First Nation Housing Law, 2018* is hereby enacted by a quorum of Council of the Shxw'ówhámél First Nation held on November 1, 2018.

Genesis Gray

CT Paul

Chris Osimi

Naom Hatterry

Quorum consists of 4 Council members.

SCHEDULE A

SHXW'ŌWHÁMÉL HOUSING ADVISORY COMMITTEE TERMS OF REFERENCE

SCHEDULE B

ROLES AND RESPONSIBILITIES

The roles and responsibilities for implementation of this Law are as follows:

Council. The roles and responsibilities of Council are to:

- (a) ensure that housing services and programs are administered in accordance with principles of procedural fairness and natural justice;
- (b) review and approve housing goals, objectives, strategies and budgets related to the delivery and administration of housing programs and services;
- (c) review, approve and adopt housing policies, procedures and amendments thereto;
- (d) support the Housing Advisory Committee, Housing Department and the Housing Officer in the enforcement of housing policies and procedures;
- (e) review Housing Advisory Committee and Housing Department recommendations and make decisions regarding applications for housing and/or housing programs and services; and
- (f) ensure all housing programs and services are provided as intended.

Housing Advisory Committee. The roles and responsibilities of the Housing Advisory Committee are to:

- (a) operate in accordance with its Terms of Reference (see Schedule "A");
- (b) provide direction and support to the Housing Department to deliver and administer housing programs as set out in this Law and other applicable policies and procedures;
- (c) develop and support the implementation of a long-term housing strategy; and
- (d) ensure this Law and Housing Department operations are consistent with the Comprehensive Community Plan and the Land Code.

Housing Department. The roles and responsibilities of the Housing Department are to:

- (a) administer all housing programs and services in accordance with this Law;
- (b) ensure secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant and Tenant records in accordance with applicable privacy laws;
- (c) identify new approaches to the delivery of on-reserve housing;

- (d) network with other First Nations and First Nation organizations to resolve common issues and challenges;
- (e) deliver housing education and information to Members, including conducting community meetings and workshops, and ensuring that Members have access to this Law, any reports of the Housing Department and all applicable Laws;
- (f) maintain the value of Shxw'ōwhámél's housing stock in a cost-effective manner and in accordance with this Law;
- (g) monitor the effectiveness of housing policies and programs and recommend amendments to the Housing Advisory Committee as needed;
- (h) research new program options and issues that may impact delivery of the housing program;
- (i) support the Housing Advisory Committee in annual reviews of housing goals, objectives, strategies, policies and procedures;
- (j) prepare annual reports and budgets as required; and
- (k) implement and enforce this Law and other housing related laws, plans and agreements.

Housing Officer. The roles and responsibilities of the Housing Officer are to:

- (a) oversee Housing Department administration and Member relations;
- (b) regularly report to the Chief Administrative Officer on Housing Operations;
- (c) conduct and oversee inspections, maintenance and repairs;
- (d) communicate with Shxw'ōwhámél's finance department on collection of Rent and Arrears payments;
- (e) manage evictions and providing a reports as required to Council at Council meetings;
- (f) manage housing budgets and financing;
- (g) oversee new construction and renovation; and
- (h) such other tasks as may be required from time to time for the proper administration of Shxw'ōwhámél's housing programs.

Chief Administrative Officer. The roles and responsibilities of the Chief Administrative Officer are to:

- (a) support the Housing Officer and staff in administrating housing;
- (b) provide an additional review of reports when there are cases of breaches of tenancy agreements or eviction recommendations;

- (c) review meeting minutes of the Housing Advisory Committee;
- (d) assist with securing Council resolutions required for housing related matters; and
- (e) regularly report to Council on the Housing Department activities and operations.

Tenants. The roles and responsibilities of Tenants are to:

- (a) read, understand and comply with this Law, other applicable laws and any Tenancy Agreement and other housing-related agreements to which they are a party, including paying Rent and complying with maintenance requirements; and
- (b) participate in community meetings and workshops, and engage with the Housing Department and Housing Advisory Committee where appropriate or necessary.

Members. The roles and responsibilities of Members are to:

- (a) contribute views on existing and future housing programs; and
- (b) support implementation of housing goals, objectives, policies and procedures as approved by Council from time to time.

SCHEDULE C
HOUSING FORMS

SCHEDULE D

ON-RESERVE MORTGAGE GUARANTEE PROCESS

- (i) An eligible applicant will meet with the Housing Officer to state its interest in a guarantee for on-reserve home ownership financing from Shxw'ōwhámél.
- (ii) If the on-reserve mortgage guarantee is requested for the construction of a new home, the Housing Department will provide the applicant with a copy of a Shxw'ōwhámél lot listing that identifies all the approved and available lots for new construction.
- (iii) If the applicant believes he/she can meet the applicable financial requirements for the on-reserve home ownership financing, the applicant will inform the Housing Department thereof, who will issue a recommendation that the applicant meet with the applicable lender for further discussion.
- (iv) If the lender agrees, the applicant may complete the lender's financing application process which may include, but may not be limited to, any of the following considerations and requirements:
 - A. verification of Proof of Income;
 - B. review of applicable land encumbrances;
 - C. credit check;
 - D. review of project and proposed general contractor, if new construction;
 - E. confirmation of down payment requirement (minimum of 5% of the total project cost); and
 - F. use of funds (should be to construct or renovate a principal residence of the applicant).
- (v) Following its review of the applicant's financing application the applicable lender will make a decision on the application and inform the applicant thereof.
- (vi) The applicant will promptly notify the Housing Department of the results of the lender's review of its financing application.
- (vii) Shxw'ōwhámél will only issue a guarantee for an on-reserve home ownership financing to an eligible applicant that the lender deems qualified for such financing.
- (viii) Before forwarding the supporting documents (including the preferred lot selection and a copy of the approved application from the lender) to the Housing Advisory Committee for consideration, the Housing Department will:
 - A. assign them an identification number;
 - B. remove all identifying personal information from the application, including status numbers, names and contact information; and

- C. provide the applicant with confirmation that the documentation is complete and being forwarded for review.
- (ix) Based on its review of the applicable documents, the Housing Advisory Committee will provide a recommendation to be forwarded to Council for support.
 - (x) If supported by the Housing Advisory Committee, the Housing Officer will present a complete package for Council to review and make a final decision on by way of motion.
 - (xi) Any Shxw'ōwhámél guarantee for an on-reserve home ownership financing is at the discretion of Council and subject to Shxw'ōwhámél's available funds and/or credit. Providing a financing guarantee is a financial risk for Shxw'ōwhámél and, for this reason, Council will reject any application for a financing guarantee from Shxw'ōwhámél that is in excess of \$250,000 or that Council determines should be rejected, as determined in its sole discretion.
 - (xii) If supported by Council, Council will make pass a resolution evidencing its support and will execute a Loan Guarantee Agreement. The Housing Department will subsequently inform the lender and forward the required documents to the lender.
 - (xiii) Mobile and motor homes do not qualify for a financing guarantee from Shxw'ōwhámél.

SCHEDULE E

NEW CONSTRUCTION PROCEDURES

The following processes apply to any proposed construction of a new home on Shxw'ōwhámél Lands.

- (i) The applicant must solicit and select a general contractor. The applicant is responsible for ensuring that such general contractor is reputable, qualified, can provide supporting references, and is in good standing with the Workers Compensation Board (WCB number to be provided). The applicant and the selected general contractor must enter into a fixed price contract for the work. Contractors must be capable of meeting construction costs prior to qualified loan advances. Loan advances prior to construction are prohibited.
- (ii) The applicant must provide proof of contractor construction, general liability and comprehensive liability insurance to Shxw'ōwhámél and the applicable lender, if any.
- (iii) At its sole cost and expense, the applicant must prepare five (5) complete and identical sets of engineering plans and drawings (including floor plans) for the proposed construction, with one to the Housing Department and the remaining four to the general contractor. All engineering plans and drawings must:
 - A. include relevant specifications;
 - B. be signed and stamped by a professional engineer; and
 - C. be dated.
- (iv) The Housing Department will review the engineering plans and drawings to ensure that they meet the requirements of the Building Codes.
- (v) The Housing Department may require modifications, which must be implemented to ensure the final construction meets the requirements of the Building Codes and that they are to the satisfaction of the Housing Department and the applicable lender.
- (vi) Once modifications have been made to the engineering plans and drawings, the applicant will submit the following documents to the Housing Department and the lender:
 - A. executed contractor agreement(s);
 - B. initial and revised quotes;
 - C. budget(s);
 - D. blue prints;
 - E. specifications;
 - F. schedule for construction; and
 - G. change orders, if any.

- (vii) The contractor, applicant and Shxw'ōwhámél will then agree to and sign a schedule for payments to the contractor, and the Housing Department and/or lender will confirm by way of letter the applicable process of disbursement of financing funds for the new construction. Available subsidies must be applied to construction costs before the first loan advance is made from the lender.
- (viii) The applicant will provide a site plan (including site servicing requirements and plans) to the Housing Department for review and approval. The applicant must ensure the following is taken into account with respect to site servicing:
 - A. the applicant must ensure that the final quoted contractor costs include installation of all utility services plus road access;
 - B. on approval by Shxw'ōwhámél, other water and waste services may be used for remote locations but must meet all applicable codes and regulations; and
 - C. total project costs less equity contribution must be equal to or less than the approved loan amount.
- (ix) The Housing Department will confirm in writing when all requirements and documents are in place, with a copy of such confirmation provided to Council and the lender. On receipt of such confirmation, Council will execute a resolution approving the requested guarantee for the on-reserve financing.
- (x) The lender will then confirm with the Housing Department that the CMHC lender insurance is in place, if applicable, and that the applicant has met all applicable insurance requirements, including for fire, smoke, water damage, and septic/sewer damage.
- (xi) The lender and the Housing Department will subsequently confirm that all applicable documentation is in order.
- (xii) On completion of all of the above steps, the Housing Department will notify the applicant that construction may begin.
- (xiii) The applicant is responsible for ensuring the timely completion of progress and compliance inspections. Progress and inspection reports, including details of construction and deficiency listings, must be to the satisfaction of the Housing Department and the lender. The maximum number of progress advances is four (4). Photographs of the construction are to be submitted to the lender and the Housing Department with each advance payment.
- (xiv) The applicant will work with the contractor, the Housing Department and Health Canada to ensure that well and septic work are constructed in compliance with applicable laws. The applicant will promptly submit photographs of well and septic installation works, well logs and percolation test reports to the Housing Department.
- (xv) The lender may apply a holdback of 10% until it receives confirmation that the project is 100% complete and sub-contractors have been fully paid. The project is verified complete by way of 100% inspection report from a qualified and/or appointed inspector, and a statutory declaration from the contractor.

- (xvi) When construction is complete, the applicant will meet with the lender to finalize the loan account.
- (xvii) The applicant will arrange a:
 - A. thirty (30) day post-occupancy inspection; and
 - B. a one (1) year post-occupancy inspection,with the general contractor, and will promptly provide a copy of the resulting inspection reports to the Housing Department.

