



Wuikinuxv Nation Housing Policy

Effective from February 4, 2022 to July 31, 2022

Table of Contents

DEFINITIONS	5
PART I – HOUSING PROGRAM SERVICES	8
1. GENERAL	8
TITLE.....	8
EFFECTIVE DATE.....	8
INTERPRETATION.....	8
APPLICATION	8
SCOPE.....	8
STAFF HOUSING	9
2. WUIKINUXV NATION HOUSING PROGRAM	9
MISSION	9
OBJECTIVES.....	9
AMENDMENT.....	10
HOUSING PROGRAM	10
ROLES AND RESPONSIBILITIES	10
<i>Council</i>	10
<i>Housing Committee</i>	11
<i>Housing Department</i>	12
PROFESSIONAL CONDUCT	14
CONFIDENTIALITY.....	14
PART II – RENTAL PROGRAM	15
3. RENTAL APPLICATION PROCESS	15
RENTAL HOMES	15
ELIGIBILITY	15
INITIAL SCREENING.....	16
CONDITIONAL OFFER OF TENANCY.....	17
OFFER ACCEPTANCE	18
PROCEDURES PRIOR TO OCCUPANCY	18
CONTINUED OCCUPANCY.....	18
TENANCY AGREEMENT RENEWAL	19
4. RENT TO OWN PROGRAM AND OFFER TO PURCHASE	19
RENT-TO-OWN PROGRAM	19
OFFERS TO PURCHASE BAND OWNED HOMES	20
5. MOVE-IN AND MOVE-OUT PROCEDURES	20
6. MAINTENANCE, REPAIRS AND ANNUAL INSPECTIONS	21
ANNUAL INSPECTIONS	21
GENERAL REPAIRS AND MAINTENANCE	22
MAJOR REPAIRS AND MAINTENANCE	22
EMERGENCY REPAIRS	23
RENOVATIONS: RENTAL HOMES	24
7. RENT COLLECTION AND ARREARS	25
OBLIGATION TO PAY RENT	25
ADDITIONAL FINANCIAL OBLIGATION	25
RENT PAYMENTS.....	25
RENTAL RATES AND INCREASES	25
FAILURE TO PAY RENT.....	25

8. INSURANCE.....	27
9. LANDLORD ACCESS.....	27
10. LOCKS AND SECURITY.....	28
11. SUBLETTING.....	28
12. MOTORIZED VEHICLES.....	29
13. PETS.....	29
14. ENDING A TENANCY.....	30
TERMINATION OF TENANCY BY TENANT.....	30
TERMINATION OF TENANCY BY LANDLORD.....	30
NOTICE OF DEFAULT PRIOR TO TERMINATION BY LANDLORD.....	30
NOTICE OF EVICTION FOR SERIOUS BREACHES.....	31
EVICTION PROCEDURES.....	32
PART III – PRIVATE HOMES.....	32
15. PRIVATE HOME OWNERSHIP.....	32
PRIVATE HOMES ON WUIKINUXV LANDS.....	32
FINANCING FOR PRIVATE HOMES, RENOVATIONS AND NEW BUILDS.....	32
MORTGAGE UNDER THE LOAN INSURANCE PROGRAM ON-RESERVE WITH MINISTERIAL LOAN GUARANTEE (SECTION 10).....	33
16. PRIVATE HOME MAINTENANCE AND IMPROVEMENTS.....	33
PRIVATE HOME MAINTENANCE AND IMPROVEMENTS.....	33
RENOVATIONS: RESIDENTIAL REHABILITATION ASSISTANT PROGRAM (RRAP).....	34
17. NEW BUILDS AND LOT ALLOCATION.....	35
APPLICATION OF THIS SECTION.....	35
NEW HOME CONSTRUCTION ON NATION-PLANNED LOTS.....	35
UTILITY CONNECTIONS.....	35
NEW HOME CONSTRUCTION ON CITIZEN-PROPOSED LOTS.....	36
CONDITIONS FOR LOT ALLOCATION.....	36
CONSTRUCTION STANDARDS.....	36
PART IV – HERITAGE, CONDEMNED AND ABANDONED HOMES.....	37
18. HERITAGE HOMES.....	37
19. CONDEMNED HOMES.....	37
20. ABANDONED HOMES.....	37
RENTAL HOMES: OCCUPANCY REQUIREMENTS AND EXTENDED ABSENCES.....	37
ABANDONED HOMES.....	38
PART V – TRANSFER OF HOMES.....	38
21. APPLICATION.....	38
APPLICATION OF THIS PART AND DEFINITIONS.....	38
22. RELATIONSHIP BREAKDOWN.....	39
RELATIONSHIP BREAKDOWN: RENTAL HOMES AND PRIVATE HOMES.....	39
23. DEATH OF A TENANT OR PRIVATE HOME OWNER.....	39
DEATH OF A TENANT.....	39
DEATH OF PRIVATE HOME OWNER.....	40
24. PRIVATE HOME TRANSFERS.....	40
25. CHILD TENANCY OR HOME OWNERSHIP ELIGIBILITY.....	40

PART VI – EMERGENCY, EXTRAORDINARY OR EXCEPTIONAL CIRCUMSTANCES.....41
26. EMERGENCY, EXTRAORDINARY OR EXCEPTIONAL CIRCUMSTANCES41
PART VI – APPEALS POLICY41
27. REQUEST FOR REASONS AND APPEALS41
PURPOSE.....41
SCOPE.....41
REQUEST FOR REASONS BEFORE APPEAL42
GROUNDS FOR APPEAL.....42
APPEAL PROCESS42
ORAL HEARING43
TIME LIMITATIONS44
PART VII – TRANSITIONAL MATTERS.....44
28. IMPLEMENTATION OF THIS POLICY44
INVENTORY AND RECORD44
APPENDIX A I
WUIKINUXV HOUSING COMMITTEE TERMS OF REFERENCEI
APPENDIX B I
APPLICATIONS POINTS MATRIXI
WUIKINUXV HOUSING DEPARTMENT RENTAL HOME APPLICATION POINTS MATRIXI

DEFINITIONS

“Abandoned Home” means, in respect of a Rental Home, a home that has been vacated or left unattended by a Tenant or for twenty-one (21) consecutive days or longer without notice to the Housing Department and in respect of a Private Home, a home that has been left unattended for over ninety (90) days without notice to the Housing Department, set out in section 20;

“Administration” means Wuikinuxv Nation Administration;

“Annual Workplans and Budgets” means the operational workplans and budgets for Housing Program for the upcoming fiscal year prepared annually by the Housing Manager;

“Appeal” means a written request made by a Citizen to have a Housing Decision reviewed by the Housing Committee;

“Appeal Decisions” mean the resolution or conclusions made after reviewing an Appeal;

“Applicant” means an individual who has submitted an Application to the Housing Department;

“Application” means an application for an Wuikinuxv Nation Rental Home;

“Application Points Matrix” as described in section 3.12 and attached as Appendix “B”;

“Arrears” means a Tenant owes the Wuikinuxv Nation Rent that is overdue;

“Business Days” means any day excluding a Saturday, Sunday or any statutory holiday observed in the Province of British Columbia;

“Citizen” means membership in the Wuikinuxv Nation, and, following any enactment of an Wuikinuxv Treaty, enrollment in the Wuikinuxv Treaty in accordance with the Eligibility and Enrolment Chapter;

“CMHC” means the Canada Mortgage and Housing Corporation;

“Co-Tenant” means, where more than one individual signs a Tenancy Agreement, any one of the signatories to the Tenancy Agreement;

“Community Members” means all Citizens and all residents of Wuikinuxv Lands;

“Condemned Home” means a Rental Home or a Private Home inspected by a qualified inspector and deemed unfit or unsafe for habitation, set out in section 19;

“Condition Report” means a written description and record of the physical condition of a Rental Home;

“Conjugal Relationship” means a marriage-like relationship between interdependent partners who have made a dedicated commitment to one another while sharing household, financial, social and other related responsibilities together;

“Council” means the duly elected Chief and Council of the Wuikinuxv Nation;

“Effective Date” means the date that this Policy comes into effect, set out in section 1.2;

“Emergency Housing” means an Wuikinuxv Nation-owned home designated for temporary rental to those in need of transitional or Emergency Housing;

“Emergency Repairs” mean urgent repairs or services required to protect the health and safety of the occupants of a Rental Home and the surrounding community, or services required to prevent damage to property, set out in section 6.14;

“Extended Absence” means a continuous period of absence of ninety (90) days or more, set out in section 20;

“Family Homes Act” means the *Family Homes on Reserves and Matrimonial Interests or Rights Act*, SC 2013, c 20, as amended;

“Housing Committee” means the Committee appointed by Chief and Council and described in the Housing Committee Terms of Reference (Appendix “A”);

“Housing Decision” means a decision made under this Housing Policy;

“Housing Development Plan” means a multi-year plan with reasonable goals and community objectives set out for future Wuikinuxv Nation housing developments, set out in section 2;

“Housing Manager” means the Housing Manager employed by Wuikinuxv Nation and supervised by the Wuikinuxv Administrator, or any staff member or delegate of the Housing Manager;

“Housing Program” means a program guided by the values and principles of the Wuikinuxv people to provide secure, safe, and sustainable housing designed to help contribute to the health and well-being of Citizens;

“Housing Waitlist” means a written list of Applications retained on file when Applications exceed the number of available Rental Homes;

“Long-Term Rentals” means an Wuikinuxv Nation-owned home designated for Long-Term Rental;

“Minor” means a person eighteen (18) years of age or younger;

“National Building Code” means *The National Building Code of Canada 2015* as developed by the Canadian Commission on Building and Fire Codes;

“National Occupancy Standards” means the Canadian National Occupancy Standards used to assess minimum bedroom requirements for a household based on household composition;

“Private Home” means any home on Wuikinuxv Nation Lands not owned by Wuikinuxv Nation or an Wuikinuxv Nation-controlled entity;

“Private Home Owner” means the owner or owners of any Private Home;

“Rent” means regular payment made by a Tenant for the use of Wuikinuxv Nation-owned homes;

“Rental Home” means a family residential dwelling (house, duplex, townhouse, apartment or manufactured home) that is owned by Wuikinuxv Nation, situated on Wuikinuxv Lands, and is designated as available for rental through the Wuikinuxv Housing Program, including Long Term Rentals, Rent-to-Own Homes, Emergency Housing, and Social Housing;

“Rent-to-Own Agreements” means a written agreement made between Wuikinuxv and a Tenant under this Housing Policy that may confer on a Tenant the option to purchase a Rental Home after a fixed period of time as a Tenant of that Rental Home, set out in section 4;

“Rent-to-Own Homes” means Nation-owned homes subject to Rent-to-Own Agreements;

“Rental Program” means a program guided by the values and principles of the Wuikinuxv people to provide secure, safe, and sustainable rental housing designed to help contribute to the health and well-being of Citizens;

“Repayment Plan” means a plan created by the Housing Department and Tenant for Arrears;

“Social Housing” means an Wuikinuxv Nation-owned home designated for rental to Citizens with low income;

“Spouse” means either of two persons who have entered in good faith into a marriage that is voidable or void or either of two persons living and cohabiting in a marriage-like relationship for a continuous period of not less than one (1) year;

“Staff Housing” means housing that Wuikinuxv Departments, other than the Housing Department, fund, maintain, and manage in order to provide housing for their respective employees, and which is not available for rent under the Housing Program;

“Tenancy Agreement” means a written agreement made between Wuikinuxv and a Tenant under this Housing Policy that confers on the Tenant a right to occupy a Rental Home in exchange for the payment of Rent to Wuikinuxv and includes any renewal of a Tenancy Agreement and may include terms and conditions upon which the Tenant may exercise the option to purchase the Rental Home;

“Tenant” means a person residing in a Rental Home on terms and conditions set out in a Tenancy Agreement;

“Tribal Manager” means the duly elected Tribal Manager of the Wuikinuxv Nation;

“Wuikinuxv Debt Collection Policy” means a written policy put in place to help recover outstanding amounts from the Tenant;

“Wuikinuxv Lands” means the Indian reserve lands of the Wuikinuxv Nation including the Village, or, following the enactment of any Treaty, those lands identified as Wuikinuxv Land under the Treaty;

“Wuikinuxv Nation” or **“Nation”** mean the Wuikinuxv Nation; and

“Wuikinuxv Village” means the Wuikinuxv Village located in Rivers Inlet on lands that are now known as Katit Indian Reserve No. 1.

PART I – HOUSING PROGRAM SERVICES

1. GENERAL

Title

1. This policy may be cited as the “Wuikinuxv Nation Housing Policy” and is referenced within this document as the “Housing Policy” or “Policy.”

Effective Date

2. This Housing Policy was approved by Council and comes into effect February 4, 2022 (the “**Effective Date**”).

Interpretation

3. This Housing Policy should be read consistently with applicable laws and regulations, including:
 - a. all laws of Wuikinuxv Nation;
 - b. the *Canadian Human Rights Act*; and
 - c. the Family Homes Act.

Application

4. This Housing Policy applies to:
 - a. Citizens and non-Citizens who reside on Wuikinuxv Lands;
 - b. Citizens and non-Citizens applying for residence on Wuikinuxv Lands;
 - c. employees, contractors, volunteers or other agents of Wuikinuxv Nation;
 - d. the Housing Committee; and
 - e. Chief and Council.

Scope

5. This Housing Policy applies to the following categories of housing:
 - a. Rental Homes; and
 - b. Private Homes.
6. As other funding initiatives arise in future, the Housing Committee may designate other types of Nation-Owned Housing or may amend these categories of housing from time to time.

Staff Housing

7. Except where specified, this Housing Policy does not apply in respect of Staff Housing. Wuikinuxv Nation Departments that provide Staff Housing to employees are respectively responsible for funding, insurance, maintenance and management of their Staff Housing.
8. Non-Citizen residents of Wuikinuxv Lands, including residents of Staff Housing, are required to follow all laws, bylaws and policy guidelines applicable to Citizens in respect of housing on Wuikinuxv Lands.

2. WUIKINUXV NATION HOUSING PROGRAM

Mission

1. The mission of the Wuikinuxv Nation Housing Program is for Wuikinuxv leadership to work with the Administration and with Citizens to provide secure, safe, and sustainable housing, through a program designed to contribute to the health and well-being of our Citizens, guided by the values and principles of the Wuikinuxv people.

Objectives

2. Wuikinuxv Nation has developed this Housing Policy to advance the following objectives:
 - a. provide safe and affordable homes of the highest possible value and quality to all Citizens who wish to live on Wuikinuxv Lands, within the resources of the Nation, in order to bring Wuikinuxv Citizens home;
 - b. address the shortage of homes on Wuikinuxv Lands;
 - c. provide support to Citizens who own their own Private Homes, within the resources of the Wuikinuxv Nation;
 - d. ensure that any person residing on reserve in Nation-owned housing, regardless of Citizenship, resides in safe living conditions;
 - e. implement an independent and impartial system of service delivery and ensure that the Wuikinuxv Nation is accountable to Citizens in respect of the fair and equitable distribution of housing resources;
 - f. ensure fairness and consistency in Housing Decisions and the implementation of housing policies;
 - g. support realistic assessments of housing conditions and community needs at appropriate frequencies;
 - h. ensure effective record keeping and provide transparency to Citizens in respect of housing-related decisions;
 - i. provide a means for Citizens to request appeals of Housing Decisions;

- j. ensure that Citizens are accountable to the Wuikinuxv Nation and to fellow Community Members in respect of their responsibilities as they relate to housing; and
- k. protect and expand Wuikinuxv Nation's investment in housing.

Amendment

- 3. This Policy may be amended from time to time, by recommendation of the Housing Committee and approval of Council in order to:
 - a. meet Wuikinuxv priorities and needs;
 - b. adapt to changing third party requirements in respect of funding for housing; and
 - c. to reflect custom or Wuikinuxv law as it evolves.

Housing Program

- 4. The Wuikinuxv Housing Program consists of the following elements:
 - a. this Housing Policy and other policies developed to administer the Housing Program;
 - b. multi-year Housing Development Plans to plan for future development with reasonable goals broken down into five (5) year milestones to meet the objectives set out in section 2 above, and to address other objectives that may be identified by the Housing Committee and Council from time to time;
 - c. Annual Workplans and Budgets which plan for operations for the coming fiscal year and which further work towards the milestones set out in the Housing Development Plans;
 - d. agreements that the Nation may enter into with Citizens, non-Citizens and third parties in respect of tenancies, Rent-to-Own arrangements, renovations, funding and housing development;
 - e. collection of funds from rental housing and other sources, and application of those funds towards Housing Program operations in accordance with Annual Workplans and Budgets; and
 - f. Wuikinuxv Nation laws and bylaws supporting the Housing Program, such as residential zoning, animal control, and noise control bylaws.

Roles and Responsibilities

- 5. Council, the Housing Committee and the Housing Department share responsibility for the Housing Program and will work together with input from the Wuikinuxv community to develop, fund and administer the Housing Program.

Council

- 6. Council is ultimately responsible for the Housing Program, and has:
 - a. delegated day-to-day operations of the Housing Program to the Housing Department; and

- b. established a Housing Committee to develop and implement this Housing Policy and other housing-related policies and agreements as may be required from time to time.
7. Council's responsibilities include:
- a. providing long-term strategic and planning direction to the Housing Committee and Housing Department;
 - b. approving this Housing Policy and amendments to this Housing Policy, as needed, from time to time;
 - c. appointing members to the Housing Committee, mandating the Committee and amending the Housing Committee Terms of Reference, as needed from time to time; and
 - d. making Appeal Decisions following receipt of recommendations from the Housing Committee.

Housing Committee

8. The Housing Committee is mandated by Council, and is governed by and operates in accordance with the Housing Committee Terms of Reference.
9. The Housing Committee's responsibilities include:
- a. Overseeing development of this Housing Policy and other housing-related policies and bylaws as may be required from time to time, recommending the policies and bylaws to Council for approval, and recommending policy and bylaw amendments to Council from time to time;
 - b. supporting the Housing Department in ensuring the fair and effective implementation of this Housing Policy and any other housing-related policies;
 - c. reviewing and making recommendations or otherwise advising in respect of the Housing Department's recommendations in respect of designation of types of housing, as described in this Policy, from time to time;
 - d. receiving and integrating community input to the Housing Program;
 - e. reviewing the Housing Development Plan prepared by the Housing Manager, ensuring that it optimizes use of resources, prioritizes community objectives, and minimizes negative environmental effects so far as possible, and recommending it to Council for approval;
 - f. reviewing Annual Workplans and Budgets prepared by the Housing Manager and recommending them to Council for approval prior to March 31st of each year;
 - g. advising and making recommendations in respect of Housing Decisions to the Housing Department; and
 - h. reviewing Appeals presented by the Housing Manager and making recommendations to Council regarding Appeal Decisions.

10. In carrying out its responsibilities, including making recommendations to the Housing Department in respect of Housing Decisions, the Housing Committee may consider and act in accordance with custom or Wuikinuxv law.

Housing Department

11. The Housing Department administers the Housing Program under the management of the Tribal Manager. The Housing Manager oversees all day to day operations and staff of the Housing Department and reports to the Tribal Manager.
12. The Tribal Manager's responsibilities include:
- a. overseeing the Housing Manager;
 - b. placing draft Housing Development Plans recommended by the Housing Committee on Council agendas; and
 - c. serving as an *ex officio* member acting in advisory capacity on the Housing Committee.
13. Select responsibilities of the Housing Manager are as follows:
- a. Housing Program planning, including:
 - i. conducting periodic assessments of existing Rental Homes, their availability and conditions;
 - ii. making Housing Decisions, considering Housing Program budgets, community need and health and safety, and Housing Committee recommendations;
 - iii. preparation of multi-year Housing Development Plans that set out objectives for short and long-term housing development, and that address where, how, when and what development is going to take place over the five (5) year period, by consideration of the following factors:
 1. total number of Citizens, the numbers of Citizens currently living on Wuikinuxv Lands and away from Wuikinuxv Lands;
 2. the total number of Rental Homes;
 3. the number of units in need of minor and major repairs;
 4. the number of units in need of replacement;
 5. availability of Wuikinuxv Lands for residential home construction;
 6. unit construction costs per square foot;
 7. unit cost of lot servicing and linkage to infrastructure, roads, water and sewer systems, fire protection, electrical power supply and distribution systems; and
 8. availability of fully serviced lots for Private Home construction;
- and presenting the Housing Development Plan to the Housing Committee for review and recommendation to Council for adoption, as well as periodically assessing progress made towards the Housing Development Plan and reporting to the Housing Committee and to Council, where requested;

- iv. preparing Annual Workplans and Budgets for the Housing Program, by:
 1. assessing priorities for the coming year; and
 2. reviewing available funding to the Housing Program and allocating such funding to operational costs;

and presenting the Annual Workplans and Budgets to the Housing Committee for review and recommendation to Council for adoption, prior to March 31st of each year;

- v. making adjustments to Rent rates, based on Housing Program operational budgets and any recommendations of the Housing Committee;
- b. administering and implementing this Housing Policy;
- c. managing the Rental Program, including by:
 - i. providing assistance to individuals in completing their Applications;
 - ii. accepting, reviewing and scoring the Applications;
 - iii. filling vacancies in Rental Homes;
 - iv. conducting condition inspections of Rental Homes;
 - v. preparing and administering Tenancy Agreements when a Rental Home vacancy is filled;
 - vi. ensuring that Tenants understand and are complying with all terms of their Tenancy Agreements;
 - vii. completing obligations of the landlord under the terms of a Tenancy Agreement; and
 - viii. following appropriate procedures where a Tenant is in Arrears or is otherwise in breach of a Tenancy Agreement or this Housing Policy;
- d. communicating and distributing information in respect of housing matters to Community Members;
- e. providing support to Tenants and Private Home Owners who require assistance in understanding or assuming housing-related responsibilities;
- f. distributing information and assisting Private Home Owners in accessing funding for renovations, grants and other housing resources;
- g. acquiring funding and financing for the Housing Program;
- h. creating strategies to address long-term operation and maintenance issues;
- i. participating as a non-voting member of the Housing Committee including:
 - i. acting as Chair of the Housing Committee; and

- ii. reporting on housing operations quarterly, or more often as is necessary or requested by the Housing Committee, in respect of any issues related to housing;
 - j. presenting reports to the Housing Committee regarding certain Housing Decisions specified in this Policy, and requesting advice and recommendations from the Housing Committee;
 - k. submitting information in respect of Appeals of Housing Decisions to the Housing Committee; and
 - l. making recommendations to the Housing Committee regarding Housing Policy amendments.
14. The Housing Department will coordinate with other departments and committees of the Wuikinuxv Nation Administration to administer the Housing Program, where appropriate. For example, the Housing Department may collaborate with the social department to assist Citizens to obtain social assistance to fund Rent payments or renovations. Another example is that the Housing Department may coordinate with the Finance Department to assess outstanding debts to the Nation and to determine operational costs of the Housing Program.

Professional conduct

15. It is important that everyone involved in the delivery of the Housing Program conduct themselves in a professional manner, including ensuring that individuals do not profit from community programs and assets. All members of the Housing Committee, including the Housing Manager and Tribal Manager, must conduct themselves in accordance with the Conflict of Interest procedures set out in the Housing Committee Terms of Reference.

Confidentiality

16. The operation of the Housing Program is based on the open sharing of information by Housing Committee and the Housing Department among Community Members, and these guidelines are not intended to obstruct the flow of information. Community Members, Housing Committee and staff of the Nation have the right to know and ask questions about information or decisions made regarding the general operation, committees and the Nation. Guidelines for confidentiality are set out herein to protect individual rights to privacy and to protect Wuikinuxv Nation's best interest during any legal or financial negotiations.
17. Confidentiality is the safeguarding of an individual's private information by Council, the Housing Committee and the Housing Department. Confidentiality is a basic right of individual Community Members and an ethical obligation of the Council, the Housing Committee and the Housing Department.
18. Personal information disclosed by an Applicant, Tenant, or Private Home Owner for the purposes of accessing Housing Program services will be treated as confidential information and will not be used for purpose other than the administration of housing services pursuant to this Housing Policy and applicable Tenancy or Rent-to-Own Agreements.
19. All employees of the Housing Department, members of the Housing Committee, and Council must sign Oaths of Confidentiality to protect the confidential information of Community Members and Wuikinuxv Nation.

PART II – RENTAL PROGRAM

3. RENTAL APPLICATION PROCESS

Rental Homes

1. The Wuikinuxv Nation provides the following types of **Rental Homes** to Citizens:
 - a. **Long-Term Rentals** to provide long-term homes to Tenants;
 - b. **Rent-to-Own Homes** to enable Tenants to have a portion of their Rent paid towards purchase of the home, for eventual transfer of the home to the Tenant as a Private Home;
 - c. **Social Housing** to provide temporary homes that are affordable to Citizens on social assistance; and
 - d. **Emergency Housing** to provide temporary homes to Tenants in emergency circumstances.
2. The Housing Department, with recommendations from the Housing Committee, will periodically designate units as Long-Term Rentals, Rent-to-Own Homes, Emergency Housing, Social Housing; or may recommend Rental Homes be re-designated and sold as Private Homes, or demolished, as appropriate.
3. The objective of the Wuikinuxv Nation is to assist its Citizens in complying with their obligations as Tenants, including making Rent payments on time, while ensuring that the Housing Program has sufficient funds to operate effectively and that this Policy is implemented equitably. Accordingly, the Housing Department will take all steps and preventative measures feasible to assist Tenants and to provide them guidance on meeting their obligations as Tenants.

Eligibility

4. In order to be eligible to apply for a Rental Home, a person must:
 - a. be nineteen (19) years of age or older, subject to section 25;
 - b. must not have outstanding debts owing to Wuikinuxv Nation, or must enter into, or have already entered into and are abiding by, a Repayment Plan with Wuikinuxv Nation; and
 - c. must not already own any home on Wuikinuxv Lands.
5. Non-Citizens may submit Applications. However, given limited housing supply on Wuikinuxv Nation Lands, priority for Rental Homes will be given to:
 - a. Citizens; and
 - b. non-Citizens who submit Applications on behalf of a Citizen residing in their household (for example, a minor citizen or Elder for whom they are a primary caregiver).
6. The Housing Manager may reject and decline to consider an Application from a person who:
 - a. was evicted from a Rental Home in the past; or
 - b. has previously Abandoned a Rental Home.

Initial Screening

7. In order to apply for a Rental Home, an eligible person must submit the following to the Housing Department:
 - a. an Application for a Rental Home. The Housing Manager will assist Applicants in completing Applications, where required;
 - b. documentation of household income, such as a pay stub, T4 or social assistance file, to demonstrate how the Applicant intends to meet Rent obligations; and
 - c. for all Rental Homes except for Emergency Housing, at least one (1) satisfactory written reference, for example from a previous landlord, employer, personal, teacher, or counsellor.
8. The Housing Department will screen an Applicant for Eligibility and an Application for completeness. If an Application is deemed incomplete, the Housing Manager will notify the Applicant. It is the Applicant's responsibility to complete and re-submit an Application to the Housing Department.
9. The Housing Department will date stamp a complete Application as of the date it was received.
10. The Housing Department may request Applicants to consent to providing a credit history.
11. The Housing Department may contact the Applicant to schedule an interview for information-gathering purposes.
12. The Housing Manager will score the Application according to the Application Points Matrix. The following factors will be considered:
 - a. whether the Applicant is currently residing in the Wuikinuxv Village, as priority will be given to those already living in the Village awaiting housing;
 - b. current living conditions, and in particular whether the Applicant is currently residing in overcrowded living conditions;
 - c. the length of time that an Applicant has been waiting for a Rental Home to become available, except for Emergency or Social Housing, where homes will be allocated as appropriate and needed;
 - d. the ability to pay rent and other costs of the Rental Home; and
 - e. family size and demographics, as homes will be allocated for appropriate sizes, and families residing with Elders may be prioritized.

The Application Points Matrix is a tool to assist the Housing Manager in evaluating Applications in a fair manner to determine the most suitable housing for Applicants, and for prioritizing Applications in accordance with the objectives of this Policy. All information on a completed Application Points Matrix will be kept confidential and only used for the intended purpose.

13. The Housing Department will receive Applications on an on-going basis and maintain a Housing Waitlist where the number of Applications on file exceeds the number of available Rental Homes.

14. It is the Applicant's responsibility to notify the Housing Department of any change in their contact information, family composition, income level and any other information relevant to their Application.
15. The Housing Manager will provide a status update to Applicants in respect of their Applications, upon written request of the Applicant.
16. The Housing Manager will attempt to contact Applicants whose Applications are on file for five (5) years or more in order to determine whether the Application is still required and up to date. Where the Housing Manager does not receive a response within ninety (90) days, the Application will be archived and removed from the Housing Waitlist.

Conditional Offer of Tenancy

17. When a Rental Home becomes available, the Housing Manager will consult the Applications on the Housing Waitlist and identify the **overall most suitable** Applicant for the Rental Home based on a balanced consideration of the following factors:
 - a. the points score on the Application Points Matrix;
 - b. the overall most efficient use of the Rental Home to avoid both underutilization or overcrowding, for example:
 - i. if the Rental Home is a rancher or unit otherwise designated for the Elderly, the Housing Manager may give priority to an Elder's Application;
 - ii. if the Rental Home is designated handicapped-accessible, the Housing Manager may give priority to an Application from a family with a member who has a disability requiring an accessible home; and
 - iii. if the Rental Home can accommodate a large or multi-generation family, the Housing Manager may give priority to an Application from a family who will ensure the Rental Home is housing the greatest number of individuals, in accordance with the National Occupancy Standards;
 - c. housing Citizens in safe living conditions;
 - d. providing housing to Citizens already residing in the Village; and
 - e. moving Tenants from temporary Emergency Housing and Social Housing to permanent housing.
18. The Housing Manager will call a meeting of the Housing Committee and will present a report in respect of the most suitable Applicant for tenancy of the Rental Home. The Housing Manager will present all information necessary to demonstrate that the selected Applicant meets the priority considerations, including the Application, Application Points Matrix and written documentation.
19. The Housing Committee will review the report and make a recommendation as to a suitable Applicant with a written rationale.
20. The Housing Manager to extend a conditional offer of tenancy to its selected Applicant. Where the selected Applicant departs from the Housing Committee's recommendation, the Housing Manager will record written reasons.

21. Before making a conditional offer of tenancy, the Housing Manager may request updated information from any Applicant, including more recent letters of reference, up to date income verification, and current family (household) composition.
22. The Housing Department will contact a successful Applicant and make a conditional offer of tenancy for a Rental Home.

Offer Acceptance

23. The successful Applicant must respond to the Housing Department within three (3) Business Days confirming whether he or she accepts the offer and wishes to enter into a Tenancy Agreement.
24. If the successful Applicant does not respond to, or does not accept, a conditional offer of tenancy within three (3) Business Days, the Housing Department will rescind the offer and the Applicant will be placed back on the Housing Waitlist unless they instruct the Housing Department otherwise.
25. As demand for Rental Homes typically exceeds supply, an Applicant must agree to sign a Tenancy Agreement with a move-in date that is no later than two (2) weeks following the date the Rental Home becomes vacant.
26. If an Applicant cannot commit to a move-in date that is within two (2) weeks of the date the Rental Home becomes vacant, and there are no extenuating circumstances for which the Housing Department will agree to postponement of the move-in date within a reasonable time period, the Housing Department will rescind the offer, and the Applicant will be placed back on the Housing Waitlist.

Procedures Prior to Occupancy

27. Prior to a new Tenant moving into a Rental Home, the Housing Department will meet with the Tenant to:
 - a. review and sign a Tenancy Agreement;
 - b. review this Housing Policy;
 - c. schedule a move-in inspection for the purposes of completing a condition inspection report;
 - d. collect first month's Rent and a security deposit;
 - e. if applicable, collect a pet deposit;
 - f. in the case of an Wuikinuxv Nation employee, provide the necessary pre-authorizations for deduction of Rent from payroll in accordance with section 7.6; and
 - g. in the case of Social Housing, review and sign necessary consents for social assistance payments to be paid over to the Housing Department as Rent.

Continued Occupancy

28. As a condition of ongoing occupancy in a Rental Home, all Tenants must inform the Housing Department of changes in family/household composition.
29. As a condition of ongoing occupancy in an Emergency Housing, all Tenants must inform the Housing Department of changes in emergency circumstances.

30. As a condition of ongoing occupancy in Social Housing, all Tenants must inform the Housing Department of changes in family income potentially impacting the income threshold requirements.

Tenancy Agreement Renewal

31. The Housing Department will, on an annual basis, review whether a Tenant continues to meet eligibility requirements and will confirm that the conditions of continued occupancy are met. The Housing Department will engage with the Tenant to discuss the continued occupancy of the Rental Home. This provision does not apply to Rent to Own Homes.

4. RENT TO OWN PROGRAM AND OFFER TO PURCHASE

Rent-to-Own Program

1. From time to time, the Housing Department may designate a Rental Home as available for a Rent-to-Own program, whereby a Tenant will have the option to purchase the Rental Home after a fixed period of time, taking into account any financing or other agreements that may apply in respect of the Rental Home.
2. When determining whether a Rent-to-Own option will be offered in respect of a Rental Home, the Housing Department will consider:
 - a. the terms of any applicable CMHC agreement or other agreement in respect of the Rental Home;
 - b. the age and condition of the Rental Home;
 - c. as applicable, the length of time a Tenant has resided in the Rental Home or in other housing on Wuikinuxv Lands;
 - d. the impact of removing a Rental Home from the supply of rental housing on Wuikinuxv Nation Lands; and
 - e. whether the Tenant will be able to meet the financial and other obligations of home ownership.
3. The terms and conditions of a Rent-to-Own option will be as set out in a written Rent-to-Own Agreement. The Rent-to-Own Agreement will include details of the monthly payments and terms of the agreement including contemplated date of transfer.
4. In all respects, until the option to purchase becomes available and is exercised and the Rental Home is transferred to the Tenant as a Private Home in accordance with this Policy, the relationship between that Tenant and Wuikinuxv Nation is that of tenant and landlord. Rent-to-Own Tenants must abide by all policies, rules and guidelines applicable to Tenants.
5. At the end of the period specified in the Rent-to-Own Agreement, if the Tenant has met the terms and conditions of the agreement, the Tenant may exercise the option to purchase the home and Wuikinuxv Nation will transfer ownership of the property to the Tenant as a Private Home.
6. At the end of the period specified in the Rent-to-Own Agreement, if the Tenant has failed to meet the terms and conditions of the agreement, that Tenant will be ineligible to exercise the option to purchase the Rental Home, and Wuikinuxv Nation may re-allocate the Rental Home in accordance with the allocation procedures set out in this Policy.

7. A Tenant who has not exercised an option to purchase pursuant to a Rent-to-Own Agreement has no ownership interest in respect of the Rental Home. The ownership interest materializes only upon the transfer of the home by Wuikinuxv Nation to the Tenant as a Private Home.
8. Notwithstanding the above, upon the death of a Rent-to-Own Tenant prior to the end of the period specified in the Rent-to-Own Agreement, or if at any point in time the home is deemed an Abandoned Home or a Condemned Home, the Housing Committee will meet to determine next steps in respect of the home and:
 - a. all payments made by the Tenant under the Rent-to-Own Agreement will be considered Rent paid, and Wuikinuxv Nation will not be obligated to pay or repay any amounts;
 - b. amounts owing as Arrears may be deemed debt owing to the Wuikinuxv Nation;
 - c. the Committee may, under custom or Wuikinuxv law, consider making recommendations for the Housing Department to transfer the terms of the Rent-to-Own Agreement to a surviving member of the deceased's family and may otherwise consider the wishes of the deceased. Where the Rent to-Own Agreement is transferred, the new Tenant must assume responsibility for payments under the agreement; and
 - d. otherwise the Rental Home will be returned to the supply of Rental Homes on Wuikinuxv Nation Lands.

Offers to Purchase Band Owned Homes

9. Tenants are encouraged to make offers to the Housing Department to purchase the Nation-owned Rental Homes that they live in. Offers to purchase existing Nation-owned Rental Homes may be made at any time.
10. Prior to agreeing to the sale of a Rental Home, the Housing Department will first assess:
 - a. the value of the home;
 - b. any Arrears of the Tenant;
 - c. any existing loan or financing agreement tied to the Rental Home;
 - d. the Nation's available rental, social and emergency housing stock; and
 - e. the housing needs of the community.
11. Wuikinuxv Lands are unavailable for sale. An agreement to sell a Nation-owned home does not affect the Nation's ownership of the land that the home is located on.

5. MOVE-IN AND MOVE-OUT PROCEDURES

1. Immediately prior to a Tenant moving in or moving out of a Rental Home, the Housing Department and Tenant will jointly inspect the Rental Home for the purposes of completing a Condition Report.
2. Condition Reports must be signed by both the Tenant and the Housing Manager.

3. Despite sections 1 and 2 above, the Housing Department may conduct a move-in or move-out inspection and complete a Condition Report without a Tenant who has not cooperated in scheduling or participating in the inspection. The Tenant's absence will be noted in the report.
4. Tenants will receive a copy of all completed Condition Reports.
5. A Tenant who does not cooperate in scheduling or participating in a move-in or move-out inspection:
 - a. forfeits the right to challenge any finding in a Condition Report;
 - b. forfeits their security deposit and, if applicable, pet deposit, in whole or in part, to the Housing Department where deductions from the deposit are warranted under this Policy or a Tenancy Agreement; and
 - c. may not be considered for a Rental Home in the future.
6. Prior to vacating a Rental Home, vacating Tenants must ensure that:
 - a. rugs are clean and vacuumed and shampooed if necessary;
 - b. floors, walls and windows are cleaned;
 - c. all electrical light bulbs are functioning and in place and all fixtures whole and in place;
 - d. refrigerator, stove, and all other appliances have been thoroughly cleaned and left in good working order;
 - e. areas behind and underneath large appliances have been cleaned; and
 - f. all personal belongings and garbage have been removed from the premises inside and outside.
7. Following a move-out inspection, the Housing Department will apply the Tenant's security deposit to cover the costs of any damage or required repairs or cleaning that are deemed to be the Tenant's responsibility, other than ordinary wear and tear.
8. A copy of the move-out Condition Report will be provided to the vacating Tenant, itemizing any cleaning and/or repair costs for which the Tenant is responsible.
9. If the cost of any required cleaning, repairs, or replacements exceeds the amount of a Tenant's security deposit, the Housing Department will apply the whole of the Tenant's security deposit to those costs and Wuikinuxv reserves the right to collect outstanding amounts from the Tenant in accordance with the Wuikinuxv Debt Collection Policy.

6. MAINTENANCE, REPAIRS AND ANNUAL INSPECTIONS

Annual Inspections

1. On a routine basis, and at least annually, the Housing Department will contact Tenants to schedule a housing inspection and complete a Condition Report.
2. Tenants who do not cooperate in scheduling or participating in an inspection of the Rental Home forfeit their right to challenge any finding in the resulting Condition Report.

3. If an inspection reveals that the Rental Home is damaged, the Housing Department will review previous Condition Reports, if available, to determine whether the damage is new. If the Tenant is deemed responsible for the damage as per this Housing Policy or a Tenancy Agreement, the Housing Department will send a notice to the Tenant advising them of steps the Tenant must take to repair the damage.

General Repairs and Maintenance

4. Tenants shall maintain Rental Homes in a state of good condition and repair.
5. Tenants are responsible for general maintenance of the Rental Homes that they occupy, including:
 - a. ensuring that the interior and exterior of Rental Homes are kept in a clean, safe and in a healthy and damage-free condition;
 - b. carrying out all minor repairs, or arranging and paying for such minor repairs;
 - c. ensuring that the property is free and clear of debris and household garbage is disposed of and not stored in the yard or on the porch of the Rental Home;
 - d. keeping roads and walkways surrounding the Rental Homes safe and clear of all obstructions including snow;
 - e. conducting regular landscape maintenance including mowing lawns and maintaining good condition of trees and shrubbery; and
 - f. meeting any other general maintenance requirements stipulated in the Tenancy Agreements.
6. Tenants are responsible for the costs of repairing or remedying damage caused by their actions or neglect, and the actions or neglect of their guests.
7. Tenants may be given written notice by the Housing Department to carry out maintenance items for which they are responsible. Failure to carry out the required maintenance within a specified time as indicated by the Housing Department may result in the Housing Department completing the maintenance issue and invoicing the Tenant for the costs of the work plus an administrative fee of \$50.
8. Tenants who are unable to uphold their maintenance obligations may request the Housing Department to assist with arranging repairs or maintenance. The Housing Department will endeavour to assist Tenants with arranging maintenance, but is not obligated to do so. The Housing Department will invoice the Tenant for the costs of the work plus an administrative fee of \$50.
9. Any unpaid charges will be considered as housing Arrears, and subject to the arrears collection policies as set out in section 7 of this Policy and the Wuikinuxv Debt Collection Policy.

Major Repairs and Maintenance

10. Wuikinuxv Nation is responsible as the landlord for major repairs to and maintenance of Rental Homes, unless the work is required as a result of the Tenant's actions or neglect, or the actions or neglect of the Tenant's guests.
11. Major repairs and maintenance include:

- a. maintenance or replacement of any fixtures, such as light fixtures, plumbing, cupboards and cabinets;
 - b. maintenance related to electrical wiring, outlets, switches and plugs, and breakers;
 - c. maintenance related to the structure of the Rental Home, including roof systems and exterior finishing;
 - d. maintenance or replacement of Wuikinuxv Nation-supplied appliances; and
 - e. any other major repairs or maintenance needed to restore a Tenant Home to an acceptable living condition.
12. As part of its ongoing maintenance program, the Housing Department will determine the scope of work to be undertaken in a given year. The priority for maintenance and repair work will be determined according to available funding, safety, need and date of application.
13. Tenants are required to fill out and submit a Major Repairs and Maintenance Form to the Housing Department so that the repairs and maintenance, once approved, can be scheduled. The Housing Department shall maintain a log of work-orders issued and repairs completed.

Emergency Repairs

14. Emergency Repairs are services required due to circumstances beyond the control of the Tenant and Housing Department, which require work that must be completed as soon as possible in order to protect the Rental Home as well as protect the health and safety of the occupants or the surrounding community. Emergency Repairs also include work that will not threaten health or safety, but must be completed as soon as possible in order to prevent collateral damage to the property.
15. The Tenant is required to immediately notify the Housing Department of any serious or emergency issues requiring attention, including but not limited to issues regarding:
- a. no heat in winter months;
 - b. flooding or other water leakage;
 - c. septic systems;
 - d. damaged/blocked water or sewer pipes or plumbing fixtures;
 - e. appliance failure;
 - f. leaky roof;
 - g. frozen pipes;
 - h. furnace, hot water tank or heating systems;
 - i. damaged or defective locks that give access to a Rental Home; and
 - j. electrical systems.
16. After business hours and on weekends the Tenant may contact the Housing Manager at the phone number provided on the applicable Tenancy Agreement.

17. A Tenant who fails to inform the Housing Department within a reasonable time of the need for an Emergency Repair will be responsible for the cost of the repairs and any consequential damage to the Rental Home.
18. Upon being notified of a need for an Emergency Repair, the Housing Department will respond within twelve (12) hours.
19. The Tenant will allow a duly authorized representative of the Housing Department to immediately inspect the damage in order to determine whether Emergency Repairs are needed.
20. If the Housing Department deems the repair to be an Emergency Repair, it will approve a work order and arrange for the repairs.
21. The Tenant will provide access necessary to conduct the repairs in a timely manner.
22. If the Housing Department fails to respond within twelve (12) hours of a Tenant's notification of an Emergency Repair, a Tenant may arrange for the repairs themselves and will be reimbursed by the Housing Department for the reasonable costs of completing the Emergency Repair.
23. The Housing Department is responsible for the costs of Emergency Repairs, however where the repairs are required as a result of a Tenant or its guest's wilful damage or neglect, Tenants will be billed for the costs of Emergency Repairs.

Renovations: Rental Homes

24. Tenants must not renovate or modify a Rental Home, or build, add to or modify any permanent structures in the yard or premises of a Rental Home.
25. The Housing Department, on behalf of the Wuikinuxv Nation as landlord, will coordinate renovations to Rental Homes if it deems the work to be necessary for health and/or safety reasons or if it otherwise approves the work in accordance with its annual maintenance program and budget.
26. The Housing Department will ensure that all renovations to Rental Homes are made in compliance with the National Building Code and carried out in a professional manner ensuring all safety precautions are adequate to protect the residence and community from harm and reduce liability.
27. A Tenant wishing to conduct their own renovations may apply to the Housing Department for written permission. The Housing Department may, in limited circumstances where it is of mutual benefit to the Tenant and the Housing Department for the Tenant to conduct the renovations, approve the Tenant to conduct their own renovations in which case:
 - a. the Tenant must sign a waiver releasing the Wuikinuxv Nation from any liability in respect of work done to the Rental Home, and indemnifying the Nation for any damaged to the property caused by the renovations;
 - b. all renovations must be done in compliance with the National Building Code, and in the case of major renovations an inspection report must be provided to the Housing Department confirming the same;
 - c. any damage done to the Rental Home or work not meeting the National Building Code must be rectified at the cost of the Tenant; and

- d. the Housing Department may, but is not obligated to, consider Tenant personal funds expended on renovations as Rent paid in advance.

7. RENT COLLECTION AND ARREARS

Obligation to Pay Rent

1. A Tenant shall pay the Rent as required by the Tenancy Agreement and this Policy.

Additional Financial Obligation

2. The Tenant is also responsible for paying heating, water, electricity, internet and content insurance charges as outlined in their Tenancy Agreement.

Rent Payments

3. Tenants must pay Rent by 4:00 p.m. on the first Business Day of each month and as otherwise dictated by the terms of their Tenancy Agreement.
4. Tenants may make Rent payments by cash, cheque, or money order at the Finance Office of the Band Administration office. The Finance Office will provide written receipts for all Rent payments.
5. Checks returned for insufficient funds (NSF) will result in Tenants being charged a \$25 fee.
6. Employees of Wuikinuxv Nation or Tenants who are offered employment with the Wuikinuxv Nation must, as a condition of tenancy, pre-authorize the Wuikinuxv Nation to deduct Rent payments from their payroll.

Rental Rates and Increases

7. Rental rates are set annually by the Housing Department. Rental rates will be set standard in accordance with any agreements put in place for the various housing programs used to construct the unit, and with reference to the number of bedrooms:
 - a. **Social Housing:** Section 95 CMHC Social Housing agreements may require that Rental rates be subject to limits proportionate to income;
 - b. **Mortgaged Rental Homes:** Mortgage loan agreements of the Wuikinuxv Nation may require that Rental rates be subject to prevailing mortgage rates; and
 - c. **Non-Mortgaged Rental Homes:** Rent may be determined in accordance with operational costs of the Housing Program, as set out in Annual Budgets and Workplans.
8. The Housing Department will endeavour to keep Rental rates reasonable, in accordance with the objectives of this Policy.
9. Tenants will receive at least three (3) months advanced written notice of any Rent increase prior to the increase taking effect.

Failure to Pay Rent

10. Tenants who fail to pay Rent in full by 4:00 p.m. on the first Business Day of every month are in Arrears.

11. Tenants are responsible for notifying the Housing Department immediately and in advance when they anticipate being unable to make a Rent payment in full.
12. The Housing Department will issue a written Notice of Arrears within thirty (30) days of when the Arrears commenced. The Notice of Arrears will advise the Tenant of the following:
 - a. the amount of Arrears owed by the Tenant;
 - b. that Arrears are subject to a floating interest rate equivalent to the Bank of Canada's prime interest rate;
 - c. that the Tenant must contact the Housing Department immediately to schedule a meeting with the Housing Department and the Finance Department to discuss entering into a Repayment Plan in respect of the Arrears or to make other arrangements in accordance with the Wuikinuxv Debt Collection Policy; and
 - d. that, if within thirty (30) days of the date of the Notice of Arrears, the Tenant does not pay the Arrears in full, and has failed to contact the Housing Department, the Housing Department may make a home visit and subsequently issue a final warning to the Tenant.
13. If payment of Arrears is received within five (5) Business Days of the Notice of Arrears, no further action will be taken.
14. Repayment Plans are for Arrears only, and a Tenant who enters into a Repayment Plan must continue to pay Rent as it comes due.
15. The Finance Department will ensure repayment amounts are received as outlined in the Repayment Plan and will notify the Housing Department if a Tenant fails to comply with the terms of a Repayment Plan.
16. The Housing Department may refuse to make repairs to the Rental Home of Tenants owing Arrears, unless the maintenance or repair is required for safety, health or accessibility reasons.
17. A Tenant who defaults on a Repayment Plan or does not enter into a Repayment Plan may be subject to further measures consistent with:
 - a. the Housing Department's right to terminate a Tenancy for a Tenant's failure to pay Rent; and
 - b. the Wuikinuxv Nation Debt Collection Policy.
18. If Arrears are not paid or a Repayment Agreement has not been entered into within thirty (30) days of the Notice of Arrears, the Housing Manager will make a home visit to the Tenant and will explain the actions that will be taken unless Arrears are paid.
19. If within thirty (30) days of the home visit, whether the Housing Manager was successful in making contact with the Tenant or not, a final written warning will be issued to the Tenant stating that if the Tenant does not pay the Arrears in full, and has failed to contact the Housing Department, the Housing Department may evict the Tenant.
20. After a final warning is issued, if Arrears are still owing and the Tenant has not entered into a Repayment Agreement, the Housing Manager will make a report to the Housing Committee detailing the amount of Arrears and the steps that have been taken to remedy the situation. The Housing Committee will making a recommendation to the Housing Manager for eviction or other measures, weighing all relevant factors

including: the objective stated in section 3.3; the Tenant's circumstances; the need for housing in the community; and the budget of the Housing Program, and will issue reasons in writing for their decision.

21. The Housing Manager will make a decision as to eviction. Where the Housing Manager's decision departs from the recommendation of the Housing Committee, the Housing Manager will record written reasons. Where proceeding with an eviction, the Housing Department will issue a Notice of Eviction providing at least sixty (60) days for vacating the Rental Home, or such minimum period as may be stipulated in a Tenancy Agreement.
22. Wuikinuxv Nation reserves the right to commence legal proceedings against a Tenant or a former Tenant to recover debts owing to it, including housing Arrears, at any time including, but not limited to, garnishing wages and bank accounts and to gaining legal possession of personal property such as vehicles, boats, tools, electronics and off-reserve homes.

8. INSURANCE

1. Tenants are strongly encouraged to purchase and maintain contents insurance to cover their personal property. Loss of or damage to Tenants' personal property are not covered under Wuikinuxv Nation-held insurance policies.
2. Wuikinuxv Nation maintains general liability and structural home insurance for all Rental Homes to protect Wuikinuxv Nation assets.
3. Wuikinuxv Nation is not responsible for maintaining insurance policies for Rental Homes that have been transferred to a Private Home Owner pursuant to a Rent-to-Own option or for any other Private Home.
4. Tenants 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 Wuikinuxv Nation in respect of a Rental Home.
5. Tenants must comply with any written notice from Wuikinuxv Nation or any insurer requiring the performance of works or discontinuance of any use of a Rental Home or lot in order to avoid invalidation or cancellation of any insurance policy carried by Wuikinuxv Nation in respect of a Rental Home.
6. Tenants will be liable for any losses, costs or damages incurred by Wuikinuxv Nation for any conduct by a Tenant that results in the invalidation or cancellation of an insurance policy carried by Wuikinuxv Nation in respect of a Rental Home.

9. LANDLORD ACCESS

1. If the Housing Department requires access to a Rental Home for the purposes of an inspection, repair, or another reasonable purpose, they will give the Tenant at least twenty-four (24) hours' written notice of the time and date they require access to the premises.
2. Tenants must cooperate in providing the Housing Department access to the Rental Home where reasonable notice has been provided.
3. The Housing Department may enter the Rental Home without prior written notice or permission in the case of emergencies, including suspected or actual fire, flood, major leaks, roof collapse, or other situations that require access to prevent a serious health or safety risk or damage to property.

4. The Housing Department may enter the Rental Home without notice where it has reason to believe the Tenant has Abandoned the Rental Home.

10. LOCKS AND SECURITY

1. Tenants may not change the locks to a Rental Home without the approval of the Housing Department. If the Housing Department approves a change to the locks of the Rental Home at a Tenant's request, the Housing Department will oversee the new lock installation.
2. The Housing Department may charge the Tenant for the cost of the lock installation and any new keys that was done at the Tenant's request.
3. The Housing Department may change the locks to a Rental Home at any time with five (5) Business Days' written notice. If the Housing Department changes the locks at its own discretion, it will supply the Tenant with new keys at no cost.
4. In case of an emergency, such as a break-in where the Tenant is away and/or cannot be reached, the Housing Department may change the locks to a Rental Home without prior written notice to a Tenant, but will endeavor to supply the Tenant with as much notice as is practical, and will ensure that the Tenant is provided new keys as soon as practical.
5. Tenants who discover broken or malfunctioning lock systems in a Rental Home must notify the Housing Department immediately.
6. The Housing Department and Wuikinuxv Nation will not be responsible for any loss, theft, or damage that results from a compromised lock system in a Rental Home. Tenants are responsible for ensuring their own safety and security of their personal belongings.

11. SUBLETTING

1. Tenants may not sublet their Rental Home, or any portion of the Rental Home without prior written approval from the Housing Department.
2. Requests to sublet will only be considered where the Tenant wishes to sublet for medical, educational, work or training reasons which are supported by appropriate documentation.
3. All rental Arrears must be paid in full before a Tenant's request to sublet will be considered.
4. The Tenant may put forward a recommended sub-tenant. The Housing Department is not responsible for assisting Tenants in identifying or securing sublessees. The Housing Department may, at its discretion, recommend a sub-tenant from the Housing Waitlist.
5. Requests to sublet will be presented by the Housing Department to the Housing Committee for a recommendation to the Housing Department.
6. The Housing Department respond to a request to sublet within sixty (60) days of submission of the request by the Tenant. Where the decision of the Housing Department differs from the recommendation of the Housing Committee, the Housing Department will record written reasons.
7. Tenants who sublet a Rental Home may only do so for the length of time specified by the Housing Department in its approval of a request to sublet.

8. Any new sub-tenant must undergo a reference check and sign a Tenancy Agreement for the length of the permitted sublet.
9. Unless a written agreement between Wuikinuxv Nation, the Tenant, and the sub-tenant specifies otherwise:
 - a. the sub-tenant must be provided a minimum of sixty (60) days' notice by the Tenant to vacate the Rental Home or for the sub-tenancy to otherwise be terminated;
 - b. if the sub-tenant fails to pay Rent or vacates the Rental Home early, the Tenant remains responsible for paying Rent for the duration of the Tenancy Agreement, including any period of subletting; and
 - c. all other terms and conditions of the Tenant's Tenancy Agreement continue to apply in respect of the Tenant.

12. MOTORIZED VEHICLES

1. Tenants are permitted to park up to two vehicles on the premises of a Rental Home, provided that the vehicles are operative, display valid proof of insurance at all times.
2. Wuikinuxv Nation may tow away, at the vehicle owner's expense, any vehicle that is parked on the premises of a Rental Home or other Wuikinuxv Lands that does not display valid insurance, appears inoperative, is dismantled, or discarded.

13. PETS

1. Tenants may not bring an animal into the Rental Home or premises without prior written approval from the Housing Department.
2. All Tenants keeping pets in the Rental Home are required to provide a pet deposit to the Housing Department to cover any damage the pet(s) may cause to the Rental Home.
3. Tenants may not keep more than two (2) pets in the Rental Home or premises without prior written approval from the Housing Department. Subject to terms of any applicable Tenancy Agreement, and Tenant compliance with all pet-related policies, Tenants may keep up to two (2) of the following animals as pets:
 - a. dogs;
 - b. cats;
 - c. rabbits;
 - d. birds;
 - e. fish; or
 - f. domesticated rodents such as guinea pigs and hamsters.
4. Tenants must not permit their pet(s) to behave in a manner that interferes with the use and enjoyment of property by other Tenants, nearby residents or land users. This includes excessive barking, howling, menacing/threatening behaviour, destruction of property, tearing up garbage, chasing neighbours' cats or

other pets, defecating in the neighbours' yards, digging holes, fighting other dogs, biting or chasing people, chasing cars or any other behaviour that is annoying or disruptive to the neighbourhood.

5. If the Housing Department determines that an animal kept by a Tenant is vicious or dangerous, the Housing Department will issue a written notice to the Tenant providing a time frame within which the Tenant must remove the animal from the Rental Home.
6. Failure to repair damages within a specified time frame will result in the Housing Department making necessary arrangements for the repairs and charging the Tenant's account. Any unpaid charges will be considered as housing Arrears, and subject to collections policy. Photographs of damages caused will be kept on file and attached to damage repair bill.

14. ENDING A TENANCY

Termination of Tenancy by Tenant

1. Tenants are required to provide the Housing Department with a minimum of thirty (30) days' written notice prior to terminating a Tenancy and vacating a Rental Home. Tenants who fail to provide at least thirty (30) days' written notice:
 - a. must pay Rent for the month immediately following the month in which notice was given or deemed to be given;
 - b. forfeit their security deposit; and
 - c. may not be eligible to rent a Rental Home in the future.
2. The Housing Department will conduct a move-out inspection with the Tenant in accordance with section 5 of this Policy.

Termination of Tenancy by Landlord

3. The Housing Department may terminate a tenancy:
 - a. at any time with one (1) month's written notice to a Tenant whose Tenancy Agreement is renewed on a month-to-month basis;
 - b. where a Tenant has defaulted on the terms of their Tenancy Agreement or has acted contrary to this Policy, in accordance with sections 14.4-7 and 14.9-14 below;
 - c. at any time and with as little as twenty-four (24) hours' notice if there is a serious breach, in accordance with section 14.8 below; or
 - d. in accordance with a Tenancy Agreement.

Notice of Default prior to Termination by Landlord

4. Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement other than for Rent payment, the Housing Department will first take steps to address the breach with the Tenant. Where the steps taken are not effective within a reasonable time period, the Housing Department will issue a Notice of Default to the Tenant indicating the nature of the breach, a warning that the Tenant may face eviction

if the breach is repeated or not resolved, and, if applicable, the time within which the Tenant must resolve the breach.

5. The following may result in a Notice of Default:
 - a. significant Tenant damage to the Rental Home or premises;
 - b. excessive noise caused by Tenants between 10:00pm and 8:00am or other disturbance to neighbours;
 - c. unauthorized occupants;
 - d. unauthorized pets;
 - e. unauthorized use of the premises; or
 - f. any other breach of this Policy or an applicable Tenancy Agreement, other than a serious breach as described at section 14.8 of this Policy.
6. A Notice of Default will be delivered by hand to the Tenant or any authorized occupant over eighteen (18) years old residing in the Rental Home or posted to the front door of the Rental Home with a third party as witness to the delivery of the notice.
7. If the Tenant fails to comply with the terms included in the Notice of Default, repeats the breach or if the breach is otherwise not resolved, the Housing Department may proceed to commence eviction procedures.

Notice of Eviction for Serious Breaches

8. Despite sections 14.4-7 above, the Housing Department may terminate a Tenancy Agreement and serve a Notice of Eviction with less than thirty (30) days' notice, irrespective of whether a Notice of Default was issued, if any of the following apply:
 - a. the Tenant allowed prohibited, illegal or criminal activity in the Rental Home or on the premises;
 - b. the Tenant Abandoned the Rental Home;
 - c. the Tenant has caused or is likely to cause significant damage to a Rental Home;
 - d. the Tenant has adversely affected or likely to adversely affect the quiet enjoyment, security, safety, or physical well-being of another Citizen or resident of a Rental Home;
 - e. there has been violent or destructive behavior by the Tenant or any other person on the premises with the Tenant's permission that may result or did result in serious injury, damage, and/or death to another person and/or pet; or
 - f. any other breach of this Housing Policy or the Tenancy Agreement that the Housing Committee considers sufficiently severe to warrant immediate eviction.

Eviction Procedures

9. Where there are grounds for eviction under this Policy or a Tenancy Agreement, the Housing Manager will make a report to the Housing Committee detailing the grounds for eviction and the steps that have been taken to remedy the situation. The Housing Committee will make a recommendation to the Housing Department for eviction or other measures, weighing all relevant factors including: the objective stated in section 3.3; the Tenant's circumstances; the need for housing in the community; the safety of the community; and the budget of the Housing Program, and will issue reasons in writing for their decision.
10. The Housing Department will make a decision as to eviction. Where the decision departs from the Housing Committee's recommendation, the Housing Department will record written reasons.
11. Where a Tenant is to be evicted, the Housing Department will issue a Notice of Eviction to the Tenant. The Notice of Eviction will state the date and time by which a Tenant must vacate the Rental Home.
12. In urgent circumstances, Housing Department may issue a Notice of Eviction for serious breaches under section 14.8 above without the recommendation of the Housing Committee, however the Housing Manager will meet with the Housing Committee as soon as possible afterwards to report on the eviction.
13. If the Tenant does not vacate the Rental Home by the date stated in the Notice of Eviction, the locks will be replaced by the Housing Department.
14. A Tenant is liable to pay Rent until the date the Tenancy Agreement is effectively terminated.
15. Wuikinuxv Nation retains the right to recover the cost of any repairs and damage caused by a former Tenant as a debt collectable under the Wuikinuxv Debt Collection Policy, and/or by commencing legal proceedings.

PART III – PRIVATE HOMES

15. PRIVATE HOME OWNERSHIP

Private Homes on Wuikinuxv Lands

1. Wuikinuxv Nation will strive to facilitate Private Home ownership by Citizens.
2. Private Homes may only be held and transferred to Citizens.
3. Private Home building or ownership does not mean land ownership. Wuikinuxv Nation owns all Wuikinuxv Lands on behalf of the Wuikinuxv people. The Wuikinuxv Nation will not issue Certificates of Possession. In all cases, Private Home Owners will own buildings and any outbuildings such as sheds and smokehouses located on a lot. Title to the lot itself is collectively held by all Wuikinuxv people.

Financing for Private Homes, Renovations and New Builds

4. The Housing Department will assist with Citizens seeking to purchase, renovate, build or rebuild a Private Home by providing information regarding funding or financing programs.
5. Wuikinuxv Nation will support the independent purchase of Wuikinuxv housing by Citizens who are financially able to purchase a home independent of the Wuikinuxv Nation.

6. Where a Citizen requests the Nation to co-sign or guarantee a loan, Wuikinuxv will support an Wuikinuxv Citizen's application for an individual mortgage if the Housing Department is satisfied that the applicant:
 - a. upon review of the Citizen's financial records, the Citizen is not in Arrears with the Nation;
 - b. has identified a Private Home for purchase, has an assigned serviceable lot or is prepared to renovate their Private Home; and
 - c. understands that no home may be transferred in the future to a non-Wuikinuxv Citizen.

The Housing Manager will make a report to the Housing Committee to recommend to Council whether to co-sign or guarantee the loan. The Nation may impose conditions of co-signing or guaranteeing a loan, for example, where a Citizen is in Arrears with the Nation, the Citizen may be required to enter into a Repayment Agreement.

7. Where the Nation guarantees a loan with a Citizen, a written agreement will be put in place stipulating that where the Citizen defaults or anticipates default on the loan, the Citizen must provide the Nation one (1) month's period of minimum notice and work with the Nation to meet the Citizen's payment obligations. Where the Citizen cannot meet their obligations, the Citizen will surrender its interests in the property and sign the property over to the Nation.
8. Purchase, renovation or construction of the home cannot commence until each of the steps set out in the process above have been completed to the satisfaction of the Housing Manager.

Mortgage under the Loan Insurance Program On-Reserve with Ministerial Loan Guarantee (Section 10)

9. The Loan Insurance Program On-Reserve with Ministerial Loan Guarantee (Section 10) is a federal program that permits individual Citizens to purchase, build or renovate a home independent of the Wuikinuxv Nation. To qualify, applicants must obtain the consent of both Wuikinuxv Nation and Indigenous Services Canada (for the ministerial guarantee).
10. Upon receiving confirmation of the loan from a lending institute, an Wuikinuxv Citizen may apply to the Chief and Council for their support for a Ministerial Loan Guarantee for a housing loan for the acquisition, construction, or renovation of a house. They will be asked to complete a written consent which provides their lot as security to the Wuikinuxv for the guarantee of the loan.
11. The Housing Department will carry out the steps described in sections 15.6-7 above. The Wuikinuxv Council will then submit the supporting Band Council Resolution and request the loan guarantee (Ministerial Loan Guarantee) from the Indigenous Services Canada regional office.

16. PRIVATE HOME MAINTENANCE AND IMPROVEMENTS

Private Home Maintenance and Improvements

1. The Housing Department will provide advice and other technical assistance to owners of Private Homes on Wuikinuxv Nation Lands to enable them to:
 - a. meet their maintenance responsibilities;
 - b. identify and apply for funding to support renovations or other home maintenance costs;

- c. participate in the CMHC Rental Residential Rehabilitation Assistance Program (RRAP) and other programs of a similar nature; and
 - d. identify and retain contractors for housing maintenance and repair work.
2. Private Home Owners are responsible for the maintenance, upkeep and heating of their properties.
 3. Private Home Owners will be notified by the Housing Department when the lack of property maintenance or disrepair falls below a reasonable community standard. A reasonable community standard is one which preserves the health and safety of the community and environment.
 4. Where a Private Home Owner is unwilling or unable to tend to major or emergency repairs or maintenance, the Housing Manager may, at their discretion, arrange for the necessary work to be completed at the homeowner's sole expense.
 5. In addition to any costs the Housing Department incurs in completing repair or maintenance work for a Private Home Owner, the homeowner will also be charged an administration fee commensurate to the resources required for the work. Homeowners requiring the assistance of the Housing Department in maintaining their home can contact the Housing Manager for further information.
 6. All renovations and improvements to housing on Wuikinuxv Lands must meet the standards of the National Building Code or such other building standards as the Wuikinuxv Nation may adopt from time to time. Renovations and improvements are changes that affect the original design of a living unit, including any additions on the property.

Renovations: Residential Rehabilitation Assistant Program (RRAP)

7. The Residential Rehabilitation Assistance Program (RRAP) On-Reserve offers financial assistance to Citizens with limited income to repair substandard homes to minimum levels required for health and fire safety and to improve housing accessibility for disabled persons through structural, electrical, plumbing, and heating or fire safety renovations.
8. The purpose of this program is to extend the time Citizens can live in their own homes independently and to increase the longevity of Wuikinuxv housing. The Housing Manager will ensure that adequate information and access is provided to interested Citizens.
9. RRAP applications may be obtained through the Housing Manager. The Housing Manager will advise applicants on which repairs are eligible under RRAP, assist with completing the application, and answer questions about RRAP.
10. RRAP is subject to budget restrictions and any additional costs of renovations must be pre-paid by the applicant.
11. No Condemned Home shall be eligible for the RRAP.
12. Work carried out prior to approval is not eligible for RRAP funding.
13. Dwellings must be a minimum of five (5) years old to qualify under RRAP.
14. Where RRAP funding is obtained, the Nation will administer the funding and complete reporting required under the RRAP funding agreements.

17. NEW BUILDS AND LOT ALLOCATION

Application of this section

1. When a Citizen can afford to build their own Private Home, the Wuikinuxv Nation will encourage construction by, where possible, facilitating access to a building lot in the Wuikinuxv Village (with the Wuikinuxv Nation retaining land title) at no cost.
2. The Housing Department will include in the Housing Development Plan plans to clear and prepare lots for Private Home construction, and, where appropriate, commercial construction in the Wuikinuxv Village.
3. Private Home construction may include the following:
 - a. new builds; and
 - b. rebuilds, being homes that require major work beyond renovations and maintenance, for example homes that are torn down in whole or in part and subsequently rebuilt.
4. Wuikinuxv Nation may, if included in the Housing Development Plan, consider allocation of lots for commercial construction by private businesses in the Wuikinuxv Village.

New Home Construction on Nation-Planned Lots

5. The Housing Department will share information with the community regarding Nation-owned lots that are available or coming available for Private Home construction. Such information will include the locations of the lots, zoning or community plans, and other new home construction requirements under this Policy.
6. Interested Citizens may make application to the Housing Department for new building lots. The Housing Manager will determine an Applicant's ability to access financing or otherwise fund the cost of home construction, and will consider the feasibility of any building designs or plans and will prepare a report to the Housing Committee.
7. The Housing Manager will report to the Housing Committee. The Housing Committee will make a recommendation to the Housing Department as to whether to allocate the lot to the applicant for Private Home construction based on feasibility of the project.
8. The Housing Manager will make a decision as to lot allocation and will notify successful applicants. Where the decision departs from the Housing Committee's recommendation, the Housing Department will record written reasons.

Utility connections

9. The cost of linking homes on Nation-planned lots to community road, sewer and water services will be negotiated on a case-by-case basis. The Nation must be satisfied that:
 - a. the private funds are sufficient and will be applied to the house;
 - b. the house does not put undue pressure on public infrastructure;
 - c. the house is viable and will result in a final product;

- d. the design and location are suitable for the community; and
- e. the investment represents a good opportunity to increase affordable housing in the community.

New Home Construction on Citizen-Proposed Lots

10. Citizens may make proposals to the Housing Department to construct homes even when there are no available lots with municipal services, if they are willing to pay for the cost of installing municipal services to an undeveloped part of the Wuikinuxv Village.
11. Eligible Citizens making a proposal to build a home in an undeveloped part of the reserve may be placed on a wait list if their proposal isn't site specific.
12. Eligible Citizens may propose an undeveloped part of the reserve to locate their Wuikinuxv Village by submitting a surveyed lot subject to the following restrictions:
 - a. to allow public access to the water:
 - i. proposed lots must be at least 60 feet away from the high-water mark;
 - ii. lane access at least 10 feet wide must be available every 360 feet along the waterfront; and
 - iii. lots must not directly border watercourses and environmentally sensitive areas;
 - b. lots must be no greater than 180 feet by 200 feet (or a different configuration up to a maximum of 36,000 square feet if necessary due to constraints in the layout of a subdivision or other boundaries).

Conditions for lot allocation

13. Successful Citizens who are provided a lot to build a home must have visible evidence of land clearing or development and construction within one (1) year of their application being approved or permission to build on the lot may be revoked and the lot repossessed by the Wuikinuxv Nation.

Construction standards

14. All buildings must be built to National Building Code standards.
15. The Housing Department may order a Private Home Owner or business to produce the results of a building inspection demonstrating that a private building is built in accordance with the requirements of the National Building Code. Where the Private Home Owner or business does not comply within sixty (60) days, the Housing Department may order such an inspection and invoice the Private Home Owner or business the cost.
16. The Housing Department will issue written notices to Private Home Owners where a Private Home does not meet National Building Code standards, requiring that the home be brought to standard as soon as possible.

PART IV – HERITAGE, CONDEMNED AND ABANDONED HOMES

18. HERITAGE HOMES

1. Heritage Homes are homes which possess historical or cultural significance to the Wuikinuxv people.
2. The Housing Department may, from time to time designate certain houses on Wuikinuxv Nation Lands, whether Rental Homes or Private Homes, as Heritage Homes.
3. The Housing Department may strive to locate funding sources for repairs, maintenance and upkeep of Heritage Homes, in order to maintain the heritage values of the home. Heritage Home repairs, maintenance and costs will be worked into the Annual Workplans and Budgets.

19. CONDEMNED HOMES

1. Condemned Homes are homes, whether Rental Homes or Private Homes, that have been inspected by a qualified inspector and deemed unfit or unsafe for habitation.
2. The Housing Department may from time to time designate homes as Condemned Homes.
3. Where a home is designated as a Condemned Home, the Housing Manager will make a report to the Housing Committee detailing the steps that have been taken, potential health and safety impacts to the community, potential impacts to the common housing infrastructure, potential financial impacts to the Wuikinuxv Nation and recommended steps. The Housing Committee will weigh all relevant factors and make a recommendation to the Housing Department to:
 - a. where the Condemned Home is a Rental Home, endeavour to relocate the Tenants to a Rental Home in a good and reasonable state of repair as soon as possible;
 - b. where the Condemned Home is a Private Home, to notify the Private Home Owner as soon as possible and may without further notice take steps to address health and safety concerns, including where necessary demolition, the costs of which may be billed to the Private Home Owner with an administrative fee; and
 - c. in all circumstances, act in the best interests of the community to ensure health and safety, and to reduce impacts the common housing infrastructure or financial impacts to the Wuikinuxv Nation.

The Housing Department will issue a decision in writing to the Tenant. Where the decision departs from the Housing Committee's recommendation, the Housing Department will issue written reasons.

20. ABANDONED HOMES

Rental Homes: Occupancy Requirements and Extended Absences

1. On account of the housing shortage in the Wuikinuxv Village, in order to ensure that Rental Home use is optimized, Tenants are required to maintain continuous occupancy of their Rental Home.
2. An Extended Absence is a continuous period of ninety (90) days or more.
3. A Tenant must submit a request to the Housing Manager in writing if they plan to vacate their Rental Home for an Extended Absence. Requests for Extended Absences will only be considered where the

Tenant wishes to vacate for medical, educational, work or training reasons which are supported by appropriate documentation.

4. A request for an Extended Absence must be approved by the Housing Manager.
5. The Tenant remains responsible for all Rent payments during an Extended Absence unless a sublet has been approved by the Housing Department.
6. A Tenant who fails to obtain approval from the Housing Manager for an Extended Absence and leaves a Rental Home unattended, vacated, or otherwise abandoned for ninety (90) days or longer may be subject to eviction for breach of their Tenancy Agreement as set out in section 14 of this Housing Policy.
7. A Tenant who wishes to permanently vacate a Rental Home must, in all cases, provide the Housing Department with thirty (30) days' written notice.

Abandoned Homes

8. An Abandoned Home is a Rental Home that is left vacant or unattended for a continuous period of ninety (90) days or more without approval as an Extended Absence by the Housing Manager is considered an Abandoned Home.
9. Where the Abandoned Home is a Rental Home, the Housing Department will issue a written notice to the Tenant of the Abandoned Home advising that the Tenant is in breach of occupancy requirements, providing sixty (60) days for the Tenant to respond and remedy the breach.
10. Following the expiry of the sixty (60) day notice period, the Housing Manager will make a report to the Housing Committee. The Housing Committee will make a recommendation whether to terminate the Tenancy Agreement, repossess the Abandoned Home and return it to the rental housing supply, weighing all relevant factors including: the Tenant's circumstances; the need for housing in the community; the safety of the community; and the budget of the Housing Program, and will issue reasons in writing for their decision.
11. The Housing Manager will issue its decision in writing to the Tenant. Where the decision departs from the Housing Committee's recommendation, the Housing Department will record written reasons.
12. In the case of an Abandoned Home that is a Private Home, the Wuikinuxv Nation will only intervene where the Private Home is falling into disrepair or the Private Home Owner is not meeting their maintenance responsibilities under section 16 of this Policy, in which case the Housing Department follow the procedures set out in that section.
13. Where an Abandoned Home that is a Private Home has been left abandoned for more than five (5) years, the Housing Department will call a meeting of the Housing Committee to discuss how to proceed.

PART V – TRANSFER OF HOMES

21. APPLICATION

Application of this Part and Definitions

1. In this Part, the terms "Family Home" and "Spouse" have the meanings set out in the Family Homes Act. The term "Common Law Partner" has the meaning set out in the *Indian Act*.

2. Sections 22 and 23 apply until such time as Wuikinuxv Nation may enact any Wuikinuxv law(s) or land code in respect of the subject matter, at which time such Wuikinuxv law(s) or land code will govern.

22. RELATIONSHIP BREAKDOWN

Relationship Breakdown: Rental Homes and Private Homes

1. If there is a breakdown in a Conjugal Relationship involving Spouses or Common Law Partners who reside in a Rental Home or a Private Home that is their Family Home, and at least one of the Spouses or Common Law Partners is a Citizen, the determination of which Spouse or Common Law Partner will retain possession of the Family Home will be made in accordance with this Housing Policy, the Family Homes Act, and any applicable order of a court having jurisdiction.
2. Wuikinuxv Nation will not be involved in any housing or property disputes related to the breakdown of Conjugal Relationships, except as directed by a court.
3. If there are children of the relationship, to be consistent with the principles of the Family Homes Act, the Housing Department will prioritize the best interests of the children if it is necessary for the Housing Department to make an operational decision pursuant to this Housing Policy following a Conjugal Relationship breakdown between Spouses or Common Law Partners.

23. DEATH OF A TENANT OR PRIVATE HOME OWNER

Death of a Tenant

1. Tenants do not own or possess any interest or right in a Rental Home and cannot bequeath any interest or right in a Rental Home to any person upon their death.
2. If a Tenant of a Rental Home dies during the term of a Tenancy Agreement, a surviving Co-Tenant may become the sole Tenant under the Tenancy Agreement, provided that they can continue to meet the terms and obligations of the Agreement.
3. If the surviving Co-Tenant is unwilling or unable to carry on the Tenancy, or upon the death of a Tenant with no surviving Co-Tenant, the tenancy is terminated unless:
 - a. an eligible applicant living in the household of the Tenant at the time of the death the Tenant, including a Spouse or Common Law Partner that is a Citizen, demonstrates financial ability to pay Rent and the Housing Department, taking into consideration any recommendation from the Housing Committee, agrees to let the Applicant take over the applicable Tenancy Agreement;
 - b. the Housing Department agrees to transfer the Tenancy Agreement to the guardian or trustee of a surviving child of the deceased Tenant, in accordance with section 25; or
 - c. the Housing Department agrees to grant a Tenancy Agreement to a non-Citizen surviving Spouse or Common Law Partner or non-Citizen children living in the household of the Tenant at the time of the death of the Tenant. Such Tenancy Agreements may be time-limited to allow the surviving family to find a new home.
4. If the Tenancy Agreement is terminated, Wuikinuxv Nation will recover possession of the Rental Home and may re-allocate the Rental Home to the next qualified Applicant on the Housing Waitlist in accordance with this Housing Policy unless:

- a. there is a surviving Spouse or Common Law Partner of the deceased Tenant who retains the legal right to possession for a specified period of time under the Family Homes Act; or
 - b. the surviving Spouse or Common Law Partner of the deceased Tenant has obtained a court order for exclusive occupation of the Rental Home in accordance with the Family Homes Act, in which case, Wuikinuxv Nation will not recover possession of the Rental Home until the expiry of the time specified either by the Family Homes Act or by the applicable court order.
5. If a deceased Tenant owed housing Arrears, Wuikinuxv Nation may file a claim against the estate of the deceased Tenant to recover debts owing to it in a court having jurisdiction.

Death of Private Home Owner

6. Upon the death of a Private Home Owner, if the home is a Family Home, a surviving Spouse or Common Law Partner of the deceased retains the legal right to possession for the specified period of time under the Family Homes Act.
7. Upon the death of a Private Home Owner, the determination of ownership of the Private Home will be made through the course of estate administration and in accordance with the Family Homes Act, the *Indian Act* and any applicable order of a court having jurisdiction. Wuikinuxv Nation is not responsible for estate administration.
8. The estate administrator must notify the Housing Department of the death of the Private Home Owner, and any transfer or disposition of the Private Home. The Housing Department will keep record of the new Private Home Owner.
9. If a deceased Private Home Owner owed funds related to housing to the Wuikinuxv Nation, Wuikinuxv Nation may file a claim against the estate of the deceased Private Home Owner to recover debts owing to it in a court having jurisdiction.

24. PRIVATE HOME TRANSFERS

1. Private Homes may only be transferred to Citizens or back to the Nation.
2. Citizens must provide copies of all agreements and documents regarding the sale of Private Homes, the home locations, and home loan or mortgage information to the Housing Manager to keep on file in Housing Department records.
3. The Housing Department may, from time to time, obtain a mandate from the Nation to buy back homes.

25. CHILD TENANCY OR HOME OWNERSHIP ELIGIBILITY

1. In the interest of encouraging Wuikinuxv children to remain in the Wuikinuxv Village, the Housing Committee may in extraordinary circumstances allow Citizens under the age of 19 to rent or own a Private Home through a guardian or trustee notwithstanding the age eligibility requirements found elsewhere in this policy.
2. Extraordinary circumstances would include a situation where a child is willed a Private Home by a Citizen. In this case, the Private Home would be transferred through an agreement with a trustee on behalf of the children until the child is of age to own the Private Home.

3. Notwithstanding anything else in this policy, guardians of the child or trustees holding housing in trust for children may also own their own Private Home or have a Tenancy Agreement for a separate Rental Home.

PART VI – EMERGENCY, EXTRAORDINARY OR EXCEPTIONAL CIRCUMSTANCES

26. EMERGENCY, EXTRAORDINARY OR EXCEPTIONAL CIRCUMSTANCES

1. Recognizing that unique circumstances may arise outside of the circumstances contemplated and processes prescribed in this Policy:
 - a. the Housing Manager will call a meeting of the Housing Committee and provide a report on the factual circumstances and various considerations; and
 - b. the Housing Committee will consider all the circumstances and make a recommendation as to next steps. The decision will be in line with the principles and objectives of this Policy, and will be documented in writing;
 - c. the Housing Manager will implement the decision; and
 - d. in very exceptional circumstances, the Housing Manager may make a decision to ensure safety and health on a temporary basis, and report to the Housing Committee as soon as possible in respect of the decision.

PART VI – APPEALS POLICY

27. REQUEST FOR REASONS AND APPEALS

Purpose

1. The objectives of this Appeals Policy are to:
 - a. ensure that Citizens (and non-Citizen Tenants) are aware of the right to appeal Housing Decisions and to have an advocate or support person accompany them at any point in the process;
 - b. make available clear written procedures for making a complaint or lodging an appeal, on request;
 - c. investigate all complaints and Appeals in a thorough, transparent, sensitive and objective manner;
 - d. maintain a register of all complaints and Appeals lodged; and
 - e. treat harassment and discrimination as serious offences, acknowledging that it is against the law to discriminate against any person by reason of race, creed, colour, religion, sex and sexual preference.

Scope

2. This Part VI of this Policy applies to complaints or other grievances made by Tenants, Applicants and Private Home Owners against the Housing Department, Housing Committee, or Chief and Council in respect of a Housing Decision, and excludes complaints by a Tenant against another Tenant or individual.

Request for Reasons Before Appeal

3. Tenants, Applicants and Private Home Owners have the right to request reasons for a Housing Decision.
4. Tenants, Applicants and Private Home Owners may submit a written request for reasons to the Housing Department in respect of a Housing Decision within ten (10) Business Days of when the decision was made.
5. The Housing Department will acknowledge receipt of the request for reasons, and will, within ten (10) Business Days of receipt of the request, provide reasons in writing, which will include:
 - a. provisions of this Housing Policy relevant to the Housing Decision; and
 - b. provisions of any applicable Tenancy Agreement relevant to the Housing Decision.

Grounds for Appeal

6. An Applicant or Tenant who has requested reasons for a Housing Decision pursuant to section 26.3 and believes the Housing Decision was made incorrectly may request an Appeal, only if at least one of the following grounds for Appeal applies:
 - a. the Housing Decision was biased (for example, the Housing Department was unfairly favouring one Applicant over another);
 - b. the Housing Decision was made in error (for example, the Housing Department was acting on incorrect information);
 - c. the Housing Decision failed to comply with this Housing Policy; or
 - d. the Housing Decision failed to comply with a Tenancy Agreement.
7. An Applicant or Tenant may not request an Appeal on the basis of new information, or information they failed to provide the Housing Department, arising after a Housing Decision was made.

Appeal Process

8. An Applicant or Tenant who wishes to appeal a Housing Decision must submit a Request for Appeal in writing to the Housing Department within ten (10) Business Days of receiving written reasons pursuant to section 26.5.
9. The Request for Appeal will be signed and dated by the Applicant or Tenant and will include:
 - a. their full name, address and contact information, indicating a physical address or e-mail address to which documents may be sent to them. All documents sent to the provided address or e-mail address will be deemed delivered;
 - b. a description of the Housing Decision they wish to appeal;
 - c. reasons for the appeal, which must include:
 - i. which of the grounds for appeal listed in section 26.6 of this Housing Policy apply;
 - ii. any supporting documentation; and

- iii. acknowledgement of the written reasons provided by the Housing Department and how they support their Request for Appeal;
 - d. whether an oral hearing is requested, or whether they will rely on their written Appeal.
- 10. If an oral hearing is requested, the Request for Appeal will also advise on whether the Appellant intends to be represented by legal counsel or support person(s) and the identities of any witnesses who will give evidence.
- 11. The Housing Manager will forward the Appeal to the Housing Committee. The Housing Committee shall acknowledge receipt of the Request for Appeal.
- 12. The Housing Committee will review the Request for Appeal and all supporting documentation, and may:
 - a. make a recommendation to Council to deny the Appeal on the basis that there are no grounds for an appeal; or
 - b. make a recommendation to Council to hear the Appeal, including by oral hearing if so requested.
- 13. If the Housing Committee recommends to allow the Appeal, Council will review information brought forward by both the Appellant and the Housing Department and may provide all parties with an opportunity to make an oral presentation. All parties must attend a hearing, if so requested by Council.
- 14. After the hearing is complete, Council will deliberate in closed session and will provide notice of its decision to all parties within one (1) month. Such decision will be limited to one of the following:
 - a. The Housing Decision was validly made and is upheld; or
 - b. The Housing Decision was invalidly made on one or more grounds for Appeal, and must be reconsidered by the Housing Department.

Oral Hearing

- 15. If an oral hearing takes place, it must be conducted in accordance with the principles of natural justice; namely that the Appellant and the respondent(s) have the right to receive notice, to be heard and to know the case against them. Hearings should comply with the following:
 - a. as much as is reasonably practicable, the hearing will be scheduled at a time that is mutually convenient to the parties;
 - b. all parties will be given reasonable written notice of the date, time and place of the hearing;
 - c. the hearing will be open, except where otherwise requested by any party or if Council in its sole discretion determines that a closed hearing is required. A party requesting a closed hearing must provide reasons for the request for determination by Council in its sole discretion;
 - d. each party will have opportunity to make submissions to Council (either oral or written) and to present witness testimony, and each party may question the other's witnesses; and
 - e. each party will bear sole responsibility for contacting its witnesses and making arrangements for them to attend the hearing.

Time Limitations

16. Time is critical to the fair disposition of disputes or Appeals. Appellants must seek remedies as promptly as possible and within the deadlines outlined in this Housing Policy.

PART VII – TRANSITIONAL MATTERS

28. IMPLEMENTATION OF THIS POLICY

Inventory and Record

1. Following the Effective Date, the Housing Department will take steps to:
 - a. take inventory of all homes in the Wuikinuxv Village, and report to the Housing Committee with in respect of:
 - i. allocation of empty Rental Homes to Applicants;
 - ii. designation or re-designation of Rental Homes as Long-Term Rentals, Social Housing, Emergency Housing, or make a recommendation of sale of Rental Homes to Citizens as Private Homes, where appropriate;
 - iii. designation of homes as Heritage Homes;
 - iv. designation of homes as Condemned Homes; and
 - v. designation of homes as Abandoned Homes.
 - b. conduct inspections of Rental Homes, and any Private Homes where requested by a Private Home Owner, or where necessary due to health and safety, and report to the Housing Committee in respect of repairs, maintenance, renovations with reference to the Annual Workplan and Budget for the current or upcoming fiscal year, as applicable;
 - c. contact Tenants and Rent-to-Own Tenants currently residing in Rental Homes without written agreements in place, and enter the Wuikinuxv Nation into Tenancy Agreements and Rent-to-Own Agreements, respectively, with those Tenants and Rent-to-Own Tenants, within six (6) months of the Effective Date;
 - d. review and organize historical records of information relating to homes in the Wuikinuxv Village; and
 - e. determine, with the assistance of the Finance Department, the financial picture of the Housing Program in order to:
 - i. issues Notices of Arrears to Tenants in historical Arrears predating this Policy, in accordance with section 7; and
 - ii. to inform the development of the Housing Development Plan and the Annual Workplan and Budget for the upcoming fiscal year.

APPENDIX A

WUIKINUXV HOUSING COMMITTEE TERMS OF REFERENCE

Mission Statement

To develop and implement comprehensive, clear housing policies with two-way accountability and transparency, guided by traditional Wuikinuxv values and principles.

PREAMBLE

- WHEREAS: The Wuikinuxv Nation Council (WC) has a responsibility to the Wuikinuxv *Citizenship* to provide safe and affordable housing to Citizens, within the resources of the Wuikinuxv Nation;
- WHEREAS: The WC has a responsibility to provide support to its Citizens who own their own private homes, within the resources of the Wuikinuxv Nation;
- WHEREAS: The WC wishes to ensure that any person residing on reserve in Nation-owned housing, regardless of Citizenship, resides in safe living conditions;
- WHEREAS: The WC wish to establish a housing committee to assist in the delivery and operation of all on reserve housing; and
- THEREFORE: These Terms of Reference will define the Wuikinuxv Housing Committee (WHC), its structure and proceedings; its responsibilities; and the authorities that the WC have provided the WHC to enable it to carry out its mandate.

1. **DEFINITIONS**

Acting Chair means an individual acting as chair of the WHC temporarily in the absence of Chair.

Chair means the chair of the WHC, being the Housing Manager, or other individual nominated by consensus of the Members in accordance with section 4.2.1.

Chief means the duly elected Chief Councillor of the Wuikinuxv Nation.

Citizen and Citizenship mean membership in the Wuikinuxv Nation, and, following any enactment of an Wuikinuxv Treaty, enrollment in the Wuikinuxv Treaty in accordance with the Eligibility and Enrolment Chapter.

Community Members means, collectively, Citizens and Residents.

Councillor means a person duly elected, or holding office as sworn into in good standing, of the WC, pursuant to the applicable regulations that govern the Wuikinuxv elections.

CP means Certificate of Possession.

Finance Department means the finance department of Wuikinuxv Administration.

Finance Manager means the manager of the Finance Department.

House Representative means a representative member(s) from one of the four (4) family houses of the House of Nuakawa.

Housing Councillor means the WC Councillor who has been assigned the housing portfolio by WC, and that sits on the WHC as an *ex officio* advisor.

Housing Department means the housing department of Wuikinuxv Administration.

Housing Manager means the manager of the Housing Department.

Housing Policy means the policy or policies established from time to time by the WHC in respect of housing for the Wuikinuxv Nation.

Immediate Family means the spouse, parents, children, brothers and sisters of the WHC Member.

Member means a member of the WHC, including the House Representatives, the Housing Councillor, the Tribal Manager and the Housing Manager.

Residents means individuals who reside in the Village for a majority of the calendar year.

Tribal Manager means the tribal manager of the Wuikinuxv Nation.

Village means the Wuikinuxv village located in Rivers Inlet on lands that are now known as Katit Indian Reserve No. 1.

WHC means the Wuikinuxv Housing Committee established by the WC to assist in the delivery and safe operation of housing for Community Members.

WC means the duly elected Wuikinuxv Nation Council.

2. MANDATE

2.1 The WHC is responsible to the WC and is mandated by the WC to:

2.1.1 provide safe and affordable housing on reserve to all Wuikinuxv Citizens, within the resources of the Wuikinuxv Nation;

2.1.2 provide support to Citizens to ensure that privately owned homes are maintained in a manner that is safe and not financially burdensome to the Wuikinuxv Nation;

2.1.3 ensure that any person residing on reserve in Nation-owned housing, regardless of Citizenship, resides in safe living conditions; and

2.1.4 ensure that operation of the on reserve housing program, including financial aspects, is effective and accountable and delivered through the fair and equitable application of the Housing Policy.

2.2 The WHC will work in partnership and cooperation with the WC, the Housing Manager, the Housing Department, Wuikinuxv Administration, Citizens and, where applicable, Residents to carry out its mandate.

3. RESPONSIBILITIES OF THE WHC

3.1 In order to fulfill its mandate, the WHC is authorized by the WC to carry out the following responsibilities:

3.1.1 Policies and agreements

The WHC is responsible to WC for the *development* of housing policies and agreements. These policies and agreements are then submitted to the WC for *review* and *approval*. Once approved, the WHC is responsible to ensure the implementation of the policies and agreements.

The subject matter covered by these policies and agreements will include, but not be limited, to the following:

1. Home ownership (Nation-owned, privately owned)
2. Canada Mortgage and Housing Corporation (CMHC) Social Housing Program
3. Section 10 Housing Program (Assisted Mortgage Program)
4. Wuikinuxv Nation Rental Housing Program
5. Finance (as it relates to housing)
6. Operational costs
7. Health and safety
8. Housing emergencies
9. Insurance
10. Maintenance and repairs
11. Tenancy agreements
12. Occupant selection criteria
13. Arrears
14. Pets
15. Residential community planning
16. Multi lot developments
17. Home renovations
18. Lots for business development
19. Decision appeal procedure
20. CP lots

When developing policies and agreements, the WHC must be mindful of environmental concerns.

3.1.2 Housing Development Plan

WC is responsible for high-level strategic planning in respect of housing development in the Village and on reserve.

The WHC is responsible for overseeing the development of a detailed housing development plan for the Village. The housing development plan will set out reasonable goals broken down into five (5) year milestones.

The WHC will request the Housing Manager to draft the housing development plan. The WHC will review the draft housing development plan, prepare recommendations in respect of the draft and, once acceptable to the WHC, the Housing Manager will submit the draft housing development plan to the Tribal Manager.

The Tribal Manager will place the draft development plan on the WC agenda for review and approval. WC will ensure that community consultation in respect of the housing development plan is conducted prior to its approval.

The Housing Manager will include work to further the housing development plan in their annual housing program budgets and workplans.

The WHC and the Housing Manager will periodically review progress made towards the goals set out in the housing development plan.

3.1.3 Finances

The operational funds collected from rental housing and other housing revenues will be monitored by the Housing Manager with administrative support from the Tribal Manager, Finance Manager and Finance Department. These funds may be used by the Housing Department to deliver the housing program and will be included on the annual housing budget and workplan as a source of funds.

The Housing Manager will develop an annual housing program budgets and workplans and multi-year housing development plans for submission to the WHC. The WHC may establish a finance sub-committee to work with the Housing Manager to develop the budget.

The WHC will review the budgets, workplans and multi-year development plans and prepare recommendations for submission to the WC for review and approval. Annual workplans and budgets will be submitted to WC prior to March 31st of each year.

3.1.4 Housing Manager and Housing Issues

The Housing Manager is responsible for administering the housing program in accordance with policies approved by the WC. The Housing Manager reports to the Tribal Manager.

The WHC will work closely with the Housing Manager to ensure that the housing program is administered effectively and in accordance with the housing policies.

The Housing Manager will prepare information in respect of housing decisions and bring reports to the WHC. Such reports will include, but are not limited to, decisions in respect of: rental housing allocations; major expenditures from the housing budget, for example for repairs and renovations; and entering into agreements with financing bodies. The WHC will make recommendations to the Housing Department in writing. Any decisions involving personal or confidential information will be considered *in camera*.

The Housing Manager will report to the WHC quarterly, or more often as is necessary or requested by the WHC, in respect of any issues related to housing, housing finances, maintenance, housing development and policy compliance.

The WHC will consider recommendations of the Housing Manager in respect of revisions to housing policies and will work with the Housing Manager to periodically revise and update policies.

The WHC will investigate and make recommendations in respect of housing matters brought before the WHC by the Housing Manager, Tribal Manager and Community Members. The WHC will consider reports of the Housing Manager in respect of these matters.

Where an appeal of a housing decision is brought to the WC, the WHC will prepare information in respect of the decision for submission to the WC, and will generally assist the WC at the request of WC.

3.1.5 Distribution of Information

The WHC is responsible for ensuring that information in respect of housing matters is communicated to Community Members in a timely and transparent manner, in accordance with this Terms of Reference and any policies in place from time to time.

3.1.6 Zoning By-laws

The WHC is responsible for assisting the WC in developing residential zoning by-laws and policies, as well as business zoning by-laws and policies, where required.

4. COMPOSITION OF THE WUIGINUXV HOUSING COMMITTEE

4.1 Composition

The WHC will be composed of the following Members:

4.1.1 Family House Representation

- The WHC will have one House Representative from each of the four family houses of the House of Nuakawa: the House of Numaskas; the House of Ugvalas; the House of Zixsiwalis; and the House of Hailhamas.
- Each House Representative is responsible for communicating information related to housing matters to their respective family houses, receiving input and acting as the voice for their family group at the WHC.
- Each of the four family houses may appoint one alternate to sit on the WHC in the event that the House Representative is not available.
- Each House Representative is entitled to one vote at meetings of the WHC.

4.1.2 Housing Councillor

- WC will designate one Councillor to hold the housing portfolio and to sit as an *ex officio* member of the WHC.
- The Housing Councillor will attend meetings of the WHC, provide advice to WHC and report back to WC. For certainty, the Housing Councillor acts in an advisory role and does not speak on behalf of Council at meetings of the WHC.
- The Housing Councillor is not entitled to vote at meetings of the WHC.

4.1.3 Tribal Manager

- The Tribal Manager will sit as an *ex officio* member of the WHC.

- The Tribal Manager will attend meetings of the WHC and provide advice to WHC. For certainty, the Tribal Manager acts in an advisory role and does not speak on behalf of Wuikinuxv Nation Administration at meetings of the WHC.
- The Tribal Manager is not entitled to vote at meetings of the WHC.

4.2 Chair and Recording Secretary

4.2.1 Chair

The Housing Manager will act as Chair of WHC meetings. The Chair will serve in his or her role unless the WHC determines by consensus that another individual will serve as Chair.

The role of the Chair is to:

- i. Schedule meetings and coordinate with the Recording Secretary to prepare meeting agendas and notify Members of meetings.
- ii. Invite WHC Members to begin meetings with an opening prayer, or conduct the opening prayer themselves.
- iii. Guide meetings according to the agenda and time available.
- iv. Ensure all discussion items end with a decision, action or definite outcome.
- v. Invite advisors and specialists to attend meetings, when required by the WHC.

The Chair is not entitled to vote at meetings of the WHC.

4.2.2 Recording Secretary

The Chair will appoint a Recording Secretary.

The Recording Secretary may be a WHC Member, in which case they will be entitled to honoraria for work done on a voluntary basis.

The WHC may contract a third party to act as Recording Secretary on a paid basis.

The role of the Recording Secretary is to:

- i. in consultation with the Chair, prepare meeting agendas and issue meeting notices and materials;
- ii. take notes of proceedings and prepare minutes of meetings;
- iii. circulate meeting minutes to WHC Members for review and approval; and
- iv. finalize meeting minutes.

5. APPOINTMENT OF MEMBERS TO THE WHC

5.1 Eligibility

5.1.1 For an individual to sit on the WHC, they must:

- i. be eighteen (18) years of age or older;
- ii. be an Wuikinuxv Citizen;
- iii. be in good financial standing with Wuikinuxv Nation and not have declared bankruptcy in the last seven (7) years; and
- iv. not have been removed from a board, committee or other body for a breach of confidentiality or conflict of interest in the last seven (7) years.

5.2 Procedure

5.2.1 WC appoints members to the WHC.

5.2.2 All Citizens have the right to be represented by a member of the WHC, who will be their family House Representative. House Representatives will be nominated for approval to WC by the following process:

- i. When there is a vacancy for a House Representative position, the Chair will give notice to the relevant family group, inviting letters of interest. The Chair will request the family group to send their alternate to WHC meetings and to nominate a new representative to WHC.
- ii. Family groups will notify the Chair of their nominations for House Representatives.
- iii. The Chair will verify eligibility and will forward letters of interest in respect of eligible candidates to the WHC for review. The WHC will forward recommendations in respect of Housing Representative appointments to WC for review and approval.

5.2.3 WC will select its Housing Councillor from time to time in accordance with WC procedures.

5.3 Term

5.3.1 The term of a House Representative is four (4) years.

5.3.2 The Housing Councillor will serve on the WHC until such time as they are no longer a Councillor, are removed from their position as Housing Councillor by WC, or resign, whichever is sooner.

5.3.3 The Tribal Manager will serve on the WHC for the duration of their position as Tribal Manager.

5.3.4 Terms may be renewed at the discretion of WC.

6. CODE OF CONDUCT / ETHICS

6.1 By agreeing to their appointment, WHC Members agree to:

- i. Make a commitment to attend every meeting;
- ii. Make a strong commitment to serve the community;
- iii. Demonstrate a willingness to learn new skills;
- iv. Communicate with a desire to increase effective communication skills;
- v. Be accountable to Community Members and housing resources;
- vi. Be accountable to each other, the WC, the Housing Department and the Housing Manager;
- vii. Be mindful and respectful;
- viii. Allow for flexibility; and
- ix. Where health or other circumstances prevent a Member from attending meetings or otherwise meeting their duties as Members, to resign and allow another to fill the position.

6.2 WHC is a self-monitoring committee, and any breach of these Terms of Reference will be dealt with primarily within the WHC, with recommendations to WC where necessary.

7. RESIGNATIONS, REMOVALS AND VACANCIES

7.1 A WHC Member may resign from the WHC by submitting a resignation in writing to the Chair, who will forward the resignation to the WHC and to the WC. Confirmation of the resignation will be placed on the next WHC meeting agenda. A resignation will become effective thirty (30) days after its submission or at the time it is accepted at a meeting of the WHC, unless it is withdrawn at any time prior. The alternate of a House Representative who resigned may fill the vacant seat on the WHC until such time as another House Representative is appointed.

7.2 The WHC may recommend to WC to remove a Member if that Member:

- 7.2.1 is absent from three (3) consecutive meetings of the WHC without just cause. Just cause will be determined by consensus of the WHC, may include unforeseen circumstances and is not necessarily limited to illness, death in the Immediate Family, accidents and inclement weather;
- 7.2.2 breaches the confidentiality requirements set out in this Terms of Reference; or
- 7.2.3 demonstrates conduct or takes actions that interfere with the operation or integrity of the WHC.

7.3 Where a vacancy arises on the WHC:

- 7.3.1 If the vacancy is that of a House Representative, the Chair will forward nominations of a replacement to WC in accordance with section 5.2.2.
- 7.3.2 If the vacancy is that of the Housing Councillor or the Tribal Manager, the Chair will notify the WC and request the WC to appoint a new representative to serve on the WHC.

7.3.3 WC may appoint a temporary member to the WHC if removal of a WHC Member results in loss of quorum.

8. MEETINGS OF THE WHC

8.1 Meetings

8.1.1 The WHC will meet monthly.

8.1.2 A special or emergency meeting may be called at any time by the Chair or by the equivalent of a quorum of House Representatives.

8.1.3 The requirement to meet monthly may be waived if a meeting is not necessary. The Chair or any WHC Member may notify the WHC in writing that the requirement of a monthly meeting is waived; however, if any WHC Member still wishes to meet, or if a Community Member requests in writing that the Chair hold a meeting, the meeting will be held.

8.2 Attendees

8.2.1 Any Community Member may attend meetings of the WHC, unless that meeting is held *in camera*.

8.2.2 The Chair, or any Member upon consensus decision of the WHC, may invite internal or external persons to attend meetings of the WHC to provide advice and assistance where necessary.

8.2.3 Meeting attendees who are not WHC Members may speak at meetings only upon invitation of the Chair.

8.2.4 Meeting attendees who are not WHC Members are not entitled to vote at meetings of the WHC.

8.3 Notice of Meetings

8.3.1 The Chair will ensure that notice of the time, date, and place of each WHC meeting is provided to each Member. The notice of such meeting will include an agenda of the business to be discussed at the meeting.

8.3.2 The Housing Manager will provide notice of each WHC meeting, unless that meeting is to be held *in camera*, to Community Members.

8.4 Quorum

8.4.1 A quorum for the transaction of business at meetings of the WHC is formed when each of the four (4) House Representatives, or their alternates, are in attendance.

8.5 Opening proceedings

8.5.1 If the Chair does not attend within fifteen (15) minutes after the time appointed for a meeting, the WHC will nominate an Acting Chair. The Acting Chair call the meeting to order. If a quorum is present, the Acting Chair will preside during the meeting or until the arrival of the Chair.

- 8.5.2 If a quorum is not present within thirty (30) minutes of the time appointed for the meeting, the Recording Secretary will record the names of the Members present and the meeting will stand adjourned. Alternatively, the Members may decide to move forward with the meeting, provided no decisions requiring a vote of quorum are made at the meeting.
- 8.5.3 If the meeting is adjourned due to lack of a quorum, then the agenda and all unfinished business will be carried over to the next meeting.
- 8.5.4 If a meeting is adjourned due to lack of a quorum and a matter on the agenda requires an immediate decision, then that matter will be referred to the WC for resolution.
- 8.5.5 Immediately after the meeting is called to order, the Recording Secretary will read the minutes of the preceding meeting of the WHC in order that any errors therein may be corrected.
- 8.5.6 If the Recording Secretary has distributed the minutes and reports of the preceding meeting of the WHC prior to the current meeting, a motion may be entertained to adopt the minutes and reports. The adoption of the minutes and reports will be subject to additions or amendments as the WHC may decide upon at the time of the motion.

8.6 Order of proceedings

8.6.1 The order of business for regular meetings of the WHC will be as follows:

- i. Call to order
- ii. Opening prayer
- iii. Roll call
- iv. Review, amend and adopt the agenda
- v. Review, amend and adopt the minutes of the preceding meeting
- vi. Housing Manager's report, as applicable
- vii. Unfinished business
- viii. New business
- ix. Floating open forum
- x. Date of next meeting
- xi. Adjournment

8.7 Receiving delegations

8.7.1 An individual or a group wishing to make a formal presentation at a meeting of the WHC will be afforded time during "open forum" time (fifteen (15) minutes) on the agenda.

9. RULES, CONDUCT AND DEBATE

- 9.1 The settlement of decisions, resolutions, questions, debates and acceptance of reports will be consensus driven. Consensus will be reached when all Members agree on how the matter before them should be settled.
- 9.2 Where consensus cannot be reached, the matter will be noted in the minutes along with the outstanding issues. The issues as noted will be read back to the WHC to ensure accuracy, and:
- 9.2.1 a motion may be made to table the unresolved matter for a future meeting if further research is needed;

9.2.2. if it is the consensus of the WHC that the matter needs to be resolved, a vote may be taken to decide the matter; or

9.2.3 the matter can be referred to the WC for resolution. If a matter is referred to the WC for settlement, all of the background material including the WHC's debate pertaining to the matter will be forwarded to the WC in writing.

9.3 A record of a vote on a motion will be confirmed by the Recording Secretary and then entered in the minutes.

10. MOTIONS IN GENERAL

10.1 Any Member may put a motion forward at a meeting.

10.2 Motions must be put in writing by the Recording Secretary and seconded by a Member before being debated.

10.3 Amendments to motions will be recorded in writing and agreed upon by the person who made the motion and the person who seconded the motion before a decision is asked for.

11. ACCOUNTABILITY AND REPORTING

11.1 Meeting minutes

11.1.1 Meeting minutes, including records of decision, should be kept by the Recording Secretary and circulated to the Members within one (1) week of a meeting.

11.1.2 Members will review and suggest amendments or approve draft meeting minutes. Once approved, the Recording Secretary will finalize the meeting minutes and the meeting minutes will be adopted by the WHC.

11.2 Reporting to WC

11.2.1 The Housing Councillor will report regularly to WC on behalf of the WHC. The Recording Secretary will submit copies of all approved WHC meeting minutes and notes to the Housing Councillor for reporting to WC no later than fifteen (15) days after approval.

11.3 Reporting to Wuikinuxv Community Members

11.3.1 The WHC will report to the Wuikinuxv Community Members:

- i. at least once annually;
- ii. as requested by the WC, either independently or at annual general assemblies of the Wuikinuxv Nation, if requested by WC; and
- iii. on an as-needed basis, for example, in emergency circumstances.

11.3.2 Members may communicate non-confidential information in respect of housing matters to the Wuikinuxv Community Members.

11.3.3 House Representatives will be primarily responsible for communicating such non-confidential information to their respective family groups.

11.3.4 The WHC may request the Housing Manager to distribute WHC communications and non-confidential information in respect of housing matters to Community Members.

12. CONFIDENTIALITY

12.1 All *in camera* discussions, debates and draft documents of the WHC are confidential. No attendee at an *in camera* session of the WHC, including Members, the Housing Manager and special invitees, will make public any information or business discussed at the *in camera* session unless the WHC as a whole agrees that such business or discussions can be made public.

12.2 For certainty, Community Members are entitled to transparency from the WHC where the WHC makes a decision that affects them.

13. CONFLICT OF INTEREST

13.1 A conflict of interest arises when an WHC Member with multiple interests uses their position to manipulate outcomes to benefit themselves at the expense of the collective. This includes situations where the WHC Member partakes in a decision that will have a direct impact on that Member's Immediate Family.

13.2 When a conflict of interest arises, an WHC Member must declare the conflict of interest and disqualify themselves from decision-making.

13.3 A quorum will not be considered lost by this removal.

13.4 If a WHC Member believes that another WHC Member is in a conflict of interest and has not declared it, it is the responsibility of that WHC Member to inform the Chair of the perceived conflict of interest.

14. AMENDMENTS TO THE TERMS OF REFERENCE

14.1 WHC Members or a member of the WC may suggest amendments to these Terms of Reference from time to time.

14.2 All amendments to the Terms of Reference suggested by the WHC must be approved at a duly convened meeting of the WHC before being recommended to WC.

14.3 Once an amendment is suggested, it will be reviewed by both the WHC and WC for comments.

14.4 Once an amendment is reviewed, it will be submitted to a duly convened meeting of the WC for approval.

Adopted by Chief and Council on this 4th day of February, 2022.

Signed by Chief Councillor on behalf of Wuikinuxv Nation Council

APPENDIX B

APPLICATIONS POINTS MATRIX

(as attached)

**WUIKINUXV HOUSING DEPARTMENT
RENTAL HOME APPLICATION POINTS MATRIX**

Applicant Name: _____

Date: _____

Applicant Phone Number: _____

Applicant Email Address: _____

Weighted Factors	Point Value	Description	Housing Type			Points Total
			Rental Only	Emergency / Social Housing	Rent to Own	
Currently residing in Wuikinuxv Village	1 to 5	1 = No 5 = Yes				
Current living conditions, including health and safety considerations such as over-crowding; currently residing in a condemned home or homeless	1 to 5	1 = no health or safety concerns 2 = minor health or safety concerns 3 = moderate health or safety concerns 4 = major health or safety concerns 5 = critical health or safety concerns				
Initial date of application / length of time that the individual has been waiting / number of times applied (at least once per year)	1 to 5	1 = 1-2 years or applications 2 = 3-4 years or applications 3 = 5-6 years or applications 4 = 7-8 years or applications 5 = 9-10+ years or applications		N/A		
Ability to pay rent / mortgage / utilities	1 to 5	1 = no ability to pay 2 = unlikely to pay 3 = neither likely nor unlikely to pay 4 = likely to pay 5 = extremely likely to pay				
Family size / demographics	1 to 5	1 = lives alone 2 = 2 family members 3 = 3 family members 4 = 4 family members 5 = 5+ family members Extra point for each Elder in household				
TOTAL POINTS						/25

Housing Manager Notes

Comments, including comments on references and credit history:

Notes on housing availability at time of application:

Additional comments:

Signature of Housing Manager

Date