



K'ómoks First Nation

K'ómoks Elderplex Housing Policy

The K'ómoks First Nation (KFN) Elderplex Housing Policy is to ensure that the homes offer affordable, safe, comfortable and accessible living for our Nation's Elders.

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1 PREAMBLE

1.1 Name of Policy

1.1.1 This is the K'ómoks First Nation Elderplex Housing Policy Policies and Procedures (referred to hereinafter as the "K'ómoks Elderplex Housing Policy").

1.2 K'ómoks Elderplex Housing Policy

1.2.1 The K'ómoks First Nation (KFN) has determined that there is a growing need to make available safe and affordable housing on K'ómoks First Nation Lands for its growing Elders population. After deep consultation with, and receiving the blessing of, KFN Elders in 2023-24, the KFN Housing Department presented the K'ómoks Elderplex Housing Policy for approval to Chief and Council.

1.2.2 The goal and objectives of the K'ómoks Elderplex Housing Policy are to ensure that the homes **offer affordable, safe, comfortable and accessible living for our Nation's Elders.**

1.2.3 The intent of this Housing Policy is to outline the policies and procedures that will govern the K'ómoks Elderplex Housing Policy, including the eligibility criteria, the application process, the tenancy agreements, and clearly define the roles and responsibilities of the Council, Housing Department, and the Tenants who reside in the K'ómoks Elderplex. This Housing Policy is designed to balance and protect the interests of the Elder Tenants who live in the homes, future generations of Elder Tenants, and the K'ómoks First Nation who owns the complex.

1.2.4 As developed with KFN Elders in 2023-24, the Guiding Principles of this K'ómoks Elderplex Housing Policy are to:

- (a) Ensure fairness in the housing process;
- (b) Improve quality of housing to improve quality of life;
- (c) Support the most vulnerable Elders in our community;
- (d) Treat our Elders with dignity and respect, and honour their privacy.

2 AUTHORITY AND SCOPE OF THE POLICY

2.1 Authority of the Policy

2.1.1 This Housing Policy is made under the authority of Council by Band Council Resolution and takes effect on April 4, 2024.

2.2 Scope of the Policy

- 2.2.1 This Housing Policy applies only to the K'ómoks Elderplex.
- 2.2.2 This Housing Policy does not extend to any other homes on K'ómoks First Nation Land, or any other housing programs or services administered by the K'ómoks First Nation.
- 2.2.3 The intent of this Housing Policy is to clearly set out the rules, roles and responsibilities of each party subject to this Housing Policy, and to provide procedural fairness and ensure transparency, accountability, and confidence in the K'ómoks Elderplex Housing complex and the way it is administered.
- 2.2.4 Any KFN Elder who enters into a Tenancy Agreement to rent a K'ómoks Elderplex Unit, Council, and the Housing Department are required to abide by this Housing Policy.
- 2.2.5 Any person who enters, visits or resides in a Unit is expected to uphold and respect the terms and conditions of this Housing Policy.

2.3 Application of the Policy

- 2.3.1 This Housing Policy is to be administered in compliance with the principles of natural justice, and the laws (including customary) and policies of the K'ómoks First Nation.
- 2.3.2 This Housing Policy, and the delivery and administration of the K'ómoks Elderplex Housing Policy, are subject to all applicable laws of the K'ómoks First Nation and federal and provincial legislation.
- 2.3.3 In the event of a conflict between this Housing Policy and a provision in the K'ómoks First Nation Land Code or K'ómoks First Nation Law, the provisions of the K'ómoks First Nation Land Code or the K'ómoks First Nation Law will prevail to the extent of the conflict.

3 DEFINITIONS

“Applicant” means an Elder who submits an Application to the KFN Housing Department to rent a K'ómoks Elderplex Unit.

“Application” means an application submitted to the KFN Housing Department to rent a unit at the K'ómoks Elderplex, and includes a *K'ómoks Elderplex Tenant Application Form*, in the prescribed form, and Proof of Income, such as Notice of Assessment. If the applicant is applying to have someone live with them, their application must also include either a completed *K'ómoks Elderplex Joint Tenant Application Form*, or a *K'ómoks Elderplex Authorized Occupant Application Form*.

“Arrears” means Rent or other housing-related payments that are owed by a Tenant and have come due to the K'ómoks First Nation or a financial institution and have not been received by the payment due date.

“Authorized Occupant” means a person who is identified in the K’ómoks Elderplex Tenancy Agreement as permitted to reside in a K’ómoks Elderplex Unit under the terms of this Housing Policy, but who is not a Tenant, does not meet the eligibility criteria of the K’ómoks Elderplex, and is not responsible to pay rent to the K’ómoks First Nation. This would include a non-KFN Member spouse of a Tenant.

“Certified Independent Building Inspector” means a building inspector who has documented certification and who is qualified to inspect for compliance with the National Building Code and the BC Building Code.

“CMHC” means the Canada Mortgage and Housing Corporation

“Condition Assessment” means an inspection conducted by the Housing Department of a Unit in accordance with *Section 20*.

“Council” means the Chief and Council of K’ómoks First Nation, duly elected in accordance with the *K’ómoks First Nation Election Code*.

“Elder” means a KFN Member who is 55 years of age or older.

“K’ómoks Elderplex Housing Unit” or **“Unit”** means any unit in the K’ómoks Elderplex complex, owned by the K’ómoks First Nation and administered by the Housing Department under this Housing Policy, for which rent is charged.

“Emergency” means an unexpected or unforeseen and potentially dangerous situation that happens suddenly and requires immediate action and includes a situation that requires an Emergency Repair.

“Emergency Repair” means repair work that must be done as soon as possible to protect from damage to the Units and/or the health and safety of the Tenants and surrounding community. Emergency repairs may include, but are not limited to, repairs which, in the opinion of the Housing Department, are urgently necessary as a result of:

- (a) An accident, break or defect in interior plumbing, heating systems, electrical systems, smoke or carbon dioxide detectors;
- (b) A hazard to the immediate health or safety of Tenants, Authorized Occupants or any person;
- (c) The loss, or potential loss, of an essential service such as electricity, plumbing or heat; or
- (d) Any other circumstance which the Housing Department, acting reasonably, determines is an Emergency Repair.

“Housing Department” means the department of the K’ómoks First Nation responsible for the administration of its housing programs, including the K’ómoks Elderplex complex under this Housing Policy, and includes personnel hired by K’ómoks First Nation to perform certain duties, including the Housing Manager and any staff of the Housing Department identified by Council.

“Housing Manager” means an employee of the K’ómoks First Nation responsible for managing the day-to-day operations of the Housing Department, and the delivery and administration of the K’ómoks Elderplex Housing policy and other housing programs and services.

“Housing Policy” means this K’ómoks Elderplex Housing Policies and Procedures, as amended from time to time.

“Housing Committee” means the committee appointed by Council to work with the Housing Department. It will consist of the Housing Manager, at least five KFN members, including at least one Elder and one Youth, and the Council member leading the Housing portfolio (non-voting member).

“Joint Tenant” means persons who are eligible to enter into a tenancy agreement under this policy.

“K’ómoks First Nation” or **“KFN”** means the K’ómoks First Nation.

“K’ómoks First Nation Land” means any portion of a reserve of the Nation that is subject to KFN Land Code as identified in the Individual Agreement and any amendments that may be made to the Land Code or Individual Agreement, from time to time.

“K’ómoks First Nation Law” means any law, bylaw, regulation, rule or policy of KFN.

“Member” means a person whose name appears on the KFN band membership list.

“Notice of Eviction” means a written notice served by the Housing Department on the Tenant in accordance with *Section 12* to terminate the Tenancy Agreement.

“Proof of Income” means documentation used to verify the annual income of an applicant and can include T-4’s, Revenue Canada Notice of Assessment (T451), or other such documented proof of income, as required by the Housing Department.

“Rent” means an amount of money paid, or required to be paid, by a Tenant to the K’ómoks First Nation as described in a Tenancy Agreement, in return for the right to occupy a K’ómoks Elderplex Unit, but does not include a security deposit, Arrears, or other debts owed by the Tenant to the K’ómoks First Nation in connection with the tenancy.

“Soft Shelter” means a shelter made of cloth, canvas or other fabric and includes but is not limited to tents.

“**Spouse**” means a person who is married to another person or is a common law spouse. For the purposes of this Housing Policy, and in accordance with the [Family Homes on Reserves and Matrimonial Interests or Rights Act](#), married means the lawful union of two persons to the exclusion of all others, whether by religious, civil or Aboriginal customary ceremony; and common law spouse means a person who has lived with another in a marriage-like relationship for a period of not less than 12 consecutive months, but is not married to the other person. Under this policy, a spouse could be considered either a Joint-Tenant or an Authorized Occupant, as defined above.

“**Tenancy Agreement**” means a written agreement made between the K’ómoks First Nation and a Tenant under this Housing Policy that confers on the Tenant a right to occupy a K’ómoks Elderplex Unit in exchange for the payment of Rent to the K’ómoks First Nation, and includes any renewal of a Tenancy Agreement.

“**Tenant Damage**” has the meaning as described in *Section 19.1.1*.

“**Tenant**” means an Elder who has entered into a Tenancy Agreement and pays Rent or who is required to pay Rent to the K’ómoks First Nation in return for the right to use and occupy a K’ómoks Elderplex Housing Unit.

“**Vehicle**” means a thing used for transporting people or goods such as a car, truck, van, bus or motorcycle and includes a Motor Homes, Trailer (includes tiny homes on wheels and fifth wheels) and any other type of vehicle equipped with camping conveniences.

4 ROLES AND RESPONSIBILITIES

To meet the objectives of the K’ómoks Elderplex Housing complex, administer housing in a transparent manner, and maintain the confidence of KFN Members, the roles and responsibilities of each party subject to this Housing Policy must be clearly articulated.

4.1 Chief and Council

4.1.1 The roles and responsibilities of Council include:

- (a) Ensuring the K’ómoks Elderplex Housing complex and associated services are provided as intended by the guidance of KFN Elders, as communicated in community engagement in January 2024;
- (b) Reviewing and approving K’ómoks Elderplex Housing goals, objectives, strategies and budgets related to the delivery and administration of the K’ómoks Elderplex Elders Housing complex;
- (c) Reviewing, approving and adopting amendments to this Housing Policy;
- (d) Supporting the Housing Department and the Housing Manager in the enforcement of this Housing Policy;

- (e) Remaining accountable to the Community by reporting to the Members on the implementation of the K'ómoks Elderplex Housing policy and considering all feedback;
- (f) Reviewing Housing Department recommendations and making decisions regarding Applications, evictions, and other decisions required under this Housing Policy; and
- (g) Participating in investigations and hearing of appeals as required.

4.2 Housing Committee

4.2.1 Committee Membership

- (a) The member of Council who is responsible for the Housing portfolio will sit as a non-voting member of the committee.
- (b) At minimum five KFN Members, including:
 - (i) At minimum, one KFN Elder (55+)
 - (ii) At minimum, one KFN Youth (16 to 29 years of age)
- (c) The Housing Manager as facilitator.

4.2.2 The roles and responsibilities of the Housing Committee include conducting an initial review of this Housing Policy, as well as periodic reviews as deemed necessary by the Council and/or Housing Department, at minimum every three years.

4.3 K'ómoks Elderplex Housing Selection Committee

4.3.1 Committee Membership:

- (a) Housing Department Representative;
- (b) Elder Coordinator; and
- (c) Social Development Coordinator.

4.3.2 The roles and responsibilities of the Selection Committee include:

- (a) Reviewing all eligible, anonymized Applications at the end of an Application Period, as provided by the Housing Department.
- (b) Assigning a priority score, based on increased housing need, as captured by the selection criteria in *Section 7.1.1*.
- (c) Identifying successful applicant(s) for Tenancy consideration of a vacant Unit.
- (d) Ensuring they abide by KFN Conflict of Interest policies.
 - (i) In the case where a Conflict of Interest is determined, an alternate staff will be identified to assume the original staff person's role.

4.4 Housing Department

4.4.1 The roles and responsibilities of the Housing Department include:

- (a) Administering the day-to-day operations of the K'ómoks Elderplex Housing

complex in accordance with the policies and procedures set out in this Housing Policy;

- (b) Ensuring secure, transparent and appropriate maintenance, retention and destruction, of all housing records, including operational, administrative, applicant and Tenant records, in accordance with privacy laws;
- (c) Providing application forms and appropriate information and assistance to Elders wishing to apply to rent a Unit;
- (d) Receiving and processing completed Applications for K'ómoks Elderplex Housing complex Tenancy consideration;
- (e) Delivering Elders housing education and information to Members, including conducting community meetings and workshops, and ensuring that Members have access to this Housing Policy, and all applicable K'ómoks First Nation Laws;
- (f) Maintaining the value of the K'ómoks Elderplex Housing Units in a cost-effective manner and in accordance with this Housing Policy;
- (g) Researching new program options and issues that may impact provision of the K'ómoks Elderplex Housing complex;
- (h) Preparing annual reports and budgets as required; and
- (i) Implementing and enforcing this Housing Policy.

4.5 Housing Manager

4.5.1 The roles and responsibilities of the Housing Manager include:

- (a) Reporting to Council on the Housing Department's adherence to the policies and procedures set out in this Housing Policy;
- (b) Overseeing the Housing Department's administration and enforcement of this Housing Policy;
- (c) Conducting and overseeing Condition Assessments, maintenance and repairs;
- (d) Communicating with the K'ómoks First Nation's finance department on collection of Rent and Arrears payments;
- (e) Working with the Selection Committee to determine whether an Application is complete and assigning a priority score;
- (f) Managing Applications and evictions;
- (g) Managing housing budgets and financing;
- (h) Managing the Application process whenever a Unit becomes vacant;
- (i) Overseeing maintenance and renovation of the Units;
- (j) Working on other tasks as needed for the proper administration and enforcement of this Housing Policy.

The Housing Manager may delegate a portion of their duties and tasks to an employee of the Housing Department but will remain fully answerable for same.

4.6 Tenants

4.6.1 The roles and responsibilities of Tenants include:

- (a) Reading, understanding, and complying with the terms and conditions of this Housing Policy, any applicable K'ómoks First Nation Laws and any Tenancy Agreement to which they are a party; and
- (b) Participating in community meetings and workshops and engaging with the Housing Department where appropriate or necessary.

4.7 Elder KFN Members

4.7.1 The roles and responsibilities of Elder KFN Members include:

- (a) Participating in Community workshops, meetings and other available forums to discuss and provide feedback on the K'ómoks Elderplex Housing Policy; and
- (b) Respecting this Housing Policy and any other policies and Laws of the K'ómoks First Nation.

5 ELIGIBILITY REQUIREMENTS

The K'ómoks Elderplex Housing Policy is reserved for Elders who can meet the responsibilities of residing in an Elders Housing Unit, including paying Rent.

5.1 Eligibility Requirements

5.1.1 To be eligible apply for and be accepted to rent a Unit under this Housing Policy, a person must:

- (a) Be a member of the K'ómoks First Nation, as documented on the K'ómoks Band Membership List
- (b) Meet the definition of an Elder under this Housing Policy (aged 55+);
- (c) Earn less than \$60,000/year as a single Tenant or \$80,000/year combined as Joint Tenants. These amounts indicate gross earnings, or equivalent non-taxed amount on Reserve, and will require 'Proof of Income';
- (d) Own less than \$250,000 in assets;
- (e) Commit to divesting any property holdings within 6 months of their tenancy beginning (legal documentation will be required); and
- (f) Be in compliance with all applicable K'ómoks First Nation Laws; as well as not engaging in criminal or illegal activity

5.2 Arrears and Outstanding Debt

5.2.1 An Elder with outstanding Arrears or outstanding debts to the K'ómoks First Nation may be eligible to apply to rent a Unit if the Elder has entered into an Arrears repayment agreement with the K'ómoks First Nation in accordance with *Section 11*.

6 APPLICATIONS FOR THE K'ÓMOKS ELDERPLEX

Applications must be complete and comply with the eligibility requirements in order to be accepted by the Housing Department.

6.1 Applications to Rent K'ómoks Elderplex Units

- 6.1.1 Any Elder who meets the eligibility requirements in *Section 5* may apply to rent a Unit by submitting a completed Application to the Housing Department during the communicated Application Period.
- 6.1.2 Application Periods will be opened up every time there is a vacant Unit available for Tenancy.
- 6.1.3 An Application Period will be:
 - (a) Communicated in advance, across multiple communication channels
 - (b) Open for a minimum of 2 weeks
- 6.1.4 Applications must be submitted to the Housing Department, either in person or online.
- 6.1.5 The Housing Department will receive Applications store them in a secure location.
- 6.1.6 The Housing Manager will review submitted Applications and determine whether an Application is complete and the Applicant meets the eligibility requirements in *Section 5*. The Housing Department will reject ineligible and/or incomplete Applications.
- 6.1.7 If an Application is rejected, the Housing Department will notify the Applicant with reasonable detail as to why the Application was rejected.
- 6.1.8 An Applicant may correct an incomplete Application and re-submit it during the Application Period.
- 6.1.9 If the Housing Manager deems an Application complete, the Housing Department will:
 - (a) Assign the Application an identification number;
 - (b) Remove all of the Applicant's personal information from the Application, including membership status numbers, names, addresses, and phone numbers;
 - (c) Add the Application for consideration by the Selection Committee; and
 - (d) Notify all Applicants of the outcome of their Application:
 - (i) If they have been successful in being selected for a Unit.
 - (ii) If they have not been successful in being selected for a Unit. Unsuccessful application will not be kept on file. When another unit becomes available, they must re-apply, as the Housing Department will not be keeping a waiting list.

- 6.1.10 An Application will be deemed complete if it includes:
- (a) All relevant forms, including the *K'ómoks Elderplex Tenant Application Form*, *K'ómoks Elderplex Joint Tenant Application Form*, and the *K'ómoks Elderplex Authorized Occupant Application Form*, sufficiently filled out; and
 - (b) the Applicant's and Joint Applicant's (if applicable) Proof of Income.

7 TENANCY HOUSING SELECTION

The KFN Housing Department will allocate Units to Applicants, to provide subsidized housing to those Elders demonstrating the highest housing need, according to the Selection criteria below (as defined by KFN Elders in 2023/24).

7.1 Selection Criteria

- 7.1.1 Each Application will be assigned a priority score based on demonstrating increased housing need. In consultation with KFN Elders, the following criteria were determined to capture increased housing need:
- (a) Health:
 - (i) Trauma and mental health; and
 - (ii) Accessibility and physical health.
 - (b) Finances:
 - (i) Annual income less than \$25,000; and
 - (ii) Over 30% of net income going to current rent.
 - (c) Current living conditions:
 - (i) Health and safety risks; and
 - (ii) Unstable housing.
 - (d) Age of Applicant, in the following order of priority:
 - (i) Applicants 80+
 - (ii) Applicants 65+
 - (iii) Applicants 55+

7.2 Selection Procedures

- 7.2.1 When an Application is deemed complete, the Housing Department will:
- (a) Assign the Application an identification number;
 - (b) Remove all of the Applicant's personal information from the Application, including membership status numbers, names, addresses, and phone numbers
- 7.2.2 Subsequently, each member of the Selection Committee will:
- (a) Assign a priority score to each Application based on increased housing need, in accordance with criteria as set out in *Section 7.1.1.*;
 - (b) Convene to discuss Application evaluations individually and collectively;

- (c) Identify successful applicant(s) for Tenancy consideration of a vacant Unit; and
- (d) Where two or more Applications suitable for an available Unit have the same priority score, a lottery will be used to select the Application.

7.3 Notification of Successful Application

7.3.1 The Housing Department will notify a successful Applicant in writing of the offer to rent a Unit. This notification will include:

- (a) the Unit number;
- (b) Rent rate;
- (c) a copy of the Tenancy Agreement;
- (d) information on how to obtain and view this Housing Policy, any other relevant documents and K'ómoks First Nation Laws;
- (e) the dates from which the Applicant may choose, to attend an orientation meeting with the Housing Manager; and
- (f) the date by which the Applicant must confirm acceptance of the offer by signing the Tenancy Agreement and returning it to the Housing Department.

7.3.2 The Applicant must respond to the notification of offer within 10 days of receipt of the offer to accept the offer, and arrange a time with the Housing Manager for an orientation meeting prior to executing the Tenancy Agreement.

7.3.3 If an Applicant does not respond within 10 days of receipt of the offer, the Applicant is deemed to have declined the offer and the Selection Committee may re-allocate the Unit.

8 OCCUPANCY PROCEDURES

Prior to any Elder taking occupation of a Unit, the Elder must participate in an orientation meeting and move-in condition assessment with the Housing Department and execute a Tenancy Agreement to ensure that they understand and accept their responsibilities and those of the K'ómoks First Nation in occupying a Unit.

8.1 Occupancy Procedures

8.1.1 Once an Applicant has accepted an offer, but before occupying a Unit, an Applicant must:

- (a) Attend an orientation meeting with the Housing Department to:
 - (i) review the Tenancy Agreement; and
 - (ii) review this Housing Policy and any applicable K'ómoks First Nation Laws, including applicable property insurance documents.
- (b) Participate in a move-in Condition Assessment of the Unit in accordance with Section 20.1 of this Housing Policy;
- (c) Pay the first month's Rent to the K'ómoks First Nation;

- (d) Pay the security deposit in accordance with *Section 17.1* of this Policy;
- (e) If applicable, apply for approval for any Authorized Occupants in accordance with *Section 9.2* of this Policy; and
- (f) Execute the Tenancy Agreement.

8.1.2 An Applicant must complete all of the processes required under this section as soon as practicable and before taking possession of a Unit.

8.1.3 If the Applicant fails to comply with *Section 8.1.1* within a reasonable timeframe, the Housing Department may rescind the offer and re-allocate the Unit. Prior to rescinding an offer, the Housing Department will give the Applicant *10 days' notice* to comply with *Section 8.1.1*.

8.2 Tenancy Agreements

8.2.1 In signing a Tenancy Agreement, the Tenant agrees to comply with all the terms and conditions of the Tenancy Agreement and this Housing Policy, including to:

- (a) Pay Rent on time and in full;
- (b) Be responsible for any damage to the Unit due to accident or negligence;
- (c) Maintain the Unit in a clean, safe and orderly condition;
- (d) Permit only Authorized Occupants to reside in the Unit;
- (e) Follow the K'ómoks Elderplex complex rules, including smoking and pet restrictions; and
- (f) Comply with any applicable K'ómoks First Nation Laws.

8.2.2 In signing a Tenancy Agreement, the Housing Department agrees to:

- (a) Allow the Tenant(s) and any Authorized Occupants to reside in the Unit; and
- (b) Provide and maintain the Unit in a reasonable state of repair suitable for occupation and quiet enjoyment by the Tenant. The Tenant's right to quiet enjoyment includes but is not limited to:
 - i. reasonable privacy;
 - ii. freedom from unreasonable disturbance; and
 - iii. exclusive possession, subject to the K'ómoks First Nation's right of entry as provided under this Housing Policy.

8.2.3 Each Tenancy Agreement must be renewed annually and updated from time to time as necessary, to reflect any material changes to its terms and conditions, including but not limited to, any:

- (a) changes to the Authorized Occupants,
- (b) changes to the Rent as per *Section 10.4*, or
- (c) amendments to this Housing Policy.

8.2.4 After a Tenancy Agreement has been signed by the Tenant and the Housing Manager, the Housing Department will:

- (a) Provide the Tenant with a copy of the signed Tenancy Agreement; and
- (b) Securely keep the original and one copy of the signed Tenancy Agreement in the Tenant's file at the Housing Department.

8.3 Granting Occupancy

- 8.3.1 Upon completion of all of the stages in this article, the Tenant is entitled to occupy the allocated Unit on the date set out in the Tenancy Agreement.
- 8.3.2 The Housing Department will provide the Tenant with keys or other means of access to the Unit on or before the day on which the Tenant is entitled to take possession of the Unit.

8.4 Tenancy Review Meeting

- 8.4.1 At least once per year the Housing Department will contact the Tenant to schedule a Tenancy Review meeting, between the Housing Department and the Tenant at a mutually agreeable date, time and location.
- 8.4.2 The purposes of the Tenancy Review meeting are to:
 - (a) Review any housing issues or concerns;
 - (b) Review the Tenancy Agreement, this Housing Policy, and any applicable K'ómoks First Nation Laws;
 - (c) Confirm any Authorized Occupants; and
 - (d) Confirm the Tenancy Agreement.
- 8.4.3 A Tenant who fails to participate in the Tenancy Review meeting will not be eligible to renew his or her Tenancy Agreement.

9 OCCUPANCY STANDARDS

K'ómoks Elderplex Units are reserved for Elders and Tenants are responsible for ensuring their occupation of a Unit does not interfere with the right of other Tenants to quiet enjoyment of their Units.

9.1 Maximum number of occupants in a unit

- 9.1.1 This Housing Policy is informed by the minimum requirements of the National Occupancy Standard of Canada.
- 9.1.2 The maximum occupancy for a K'ómoks Elderplex 1-bedroom Unit is two people. It can be occupied by:
 - (a) a single Tenant; or by
 - (b) two Joint Tenants in a couple; or by
 - (c) a Tenant and an Authorized Occupant in a couple.

- 9.1.3 The maximum occupancy for a K'ómoks Elderplex 2-bedroom Unit is two people, unless a Tenant applies for approval from the Housing Department for extenuating circumstances on compassionate grounds. The unit can be occupied by:
- (a) two Joint Tenants; or by
 - (b) a Tenant and an Authorized Occupant; or by
 - (c) a single Tenant when no 1-bedroom Unit is available. In this case, the single tenant may be required to move into a 1-bedroom Unit when one becomes available, and a 2-bedroom unit is needed to house two people.

9.2 Authorized Occupants

- 9.2.1 Any person who is not a Tenant and resides in a Unit for a period of 14 or more consecutive days and nights, or more than 14 days and nights in a calendar month, must be identified as an Authorized Occupant in accordance with this section.
- 9.2.2 A Tenant must apply to the Housing Department to request naming a person as an Authorized Occupant in the Tenancy Agreement.
- 9.2.3 The Housing Manager may refuse any request to approve any Authorized Occupants where such approval would result in a failure to comply with the K'ómoks First Nation's occupancy standards.
- 9.2.4 The Housing Department will conduct a reference check and may require a criminal record check as part of the application for an individual to become an Authorized Occupant.
- 9.2.5 If the Housing Manager approves a request to name a person as an Authorized Occupant in a Tenancy Agreement, the Housing Manager will provide notice to the Tenant and the Tenancy Agreement will be duly amended.
- 9.2.6 A Tenant who allows any person who is not an Authorized Occupant to reside in a Unit for a period of 14 or more consecutive days and nights, or more than 14 days and nights in a calendar month, is in violation of this Policy and may be evicted for cause in accordance with *Section 12.3* of this Housing Policy.
- 9.2.7 No rights or obligations granted to the Tenant in the Tenancy Agreement can be transferred to an Authorized Occupant. The Authorized Occupant must vacate the Unit, should the Tenant cease to occupy the Unit or the Tenancy Agreement terminates or expires.
- 9.2.8 In the event of a Tenant's death, an Authorized Occupant has 30 days to find a new home. In the case of an Authorized Occupant being a spouse or immediate family member, that period is 6 months and can be extended to 12 months, as per *Section 15.1.4*.

9.3 Guests

- 9.3.1 Tenants may permit guests to stay at a Unit for no more than 14 consecutive days and nights, or 14 days and nights in any one calendar month. Should a guest need to

stay longer, the Tenant can, in due time, apply to the KFN Housing Department for either (a) an extended guest stay; or to (b) have the guest become an “Authorized Occupant.”

9.4 Tenant Responsibility

9.4.1 Tenants are responsible for the actions of all Authorized Occupants and guests residing and/or visiting the Tenant’s Unit, including any conduct which results in damage to the Unit or is otherwise in violation of the Tenancy Agreement or this Housing Policy.

9.5 Home-Based Business Not Permitted

9.5.1 Home-based businesses are not permitted to be operated from any Units.

9.6 Keeping Pets in a K’ómoks Elderplex Unit

9.6.1 Pets are not permitted in the K’ómoks Elderplex Units. This includes dogs, cats, fish, birds and reptiles, and any other animals being kept as pets.

9.6.2 If a Tenant requires a guide animal as defined in the *Guide Animal Act*, the Housing Department will approve the animal to reside in the Unit.

9.7 Subletting Not Permitted

9.7.1 A Tenant is not permitted to sublet the Unit.

10 PAYMENT OF RENT

Funds collected by the Housing Department as Rent contribute to the cost of operating and maintaining all K’ómoks Elderplex Units and protect K’ómoks First Nation’s investment in its Elder Housing assets. Tenants are required to make monthly rental payments, as determined by the terms and conditions within the Tenancy Agreement.

10.1 Payment of Rent

10.1.1 Rent is due and must be paid in full by 4:00 PM on the first business day of every month.

10.1.2 In the event a Tenant moves in or vacates a Unit on a day other than the first business day of the month, the payment for that month shall be prorated.

10.1.3 No partial payments or post-dated cheques will be accepted without the prior written consent of the Housing Manager.

10.1.4 If the Housing Manager accepts a partial payment of Rent, the K’ómoks First Nation does not waive the requirement for the Tenant to pay the remaining Rent owing.

10.2 Payment Methods

10.2.1 Tenants must pay Rent as follows:

- (a) through one of the following means:
 - (i) Pension or income assistance deduction;
 - (ii) Post-dated cheques for the full length of tenancy agreement;
 - (iii) Pre-authorized direct deposit; or
 - (iv) Certified cheque, money order or bank draft.
- (b) if Rent is delivered to the Housing Department during office hours, Tenants are required to obtain a receipt from the Housing Department.

10.3 Annual Statement of Account

10.3.1 At the end of each fiscal year, the Housing Department will provide each Tenant with an annual statement of account confirming:

- (a) Rent payments received for the previous fiscal year; and
- (b) Any Arrears or other housing-related debt owed by the Tenant for the previous fiscal year.

10.3.2 Tenants may request from the Housing Department a receipt for any month that Rent is paid.

10.4 Rent Rates

10.4.1 Rent is set by the KFN Housing Department and may be subject to CMHC or other operating obligations or agreements.

10.4.2 Because the K'ómoks Elderplex Housing Complex was funded as a CMHC Subsidized Housing project, Rent Rates shall always be set below market rate, and will at no point be set to a so as to generate any profits for the Nation.

10.4.3 The Housing Department will review the Rent on an annual basis. In the event that Council approves a change to the Rent rates, Tenants will be given at least 60 days advance written notice prior to any Rent increase taking effect.

11 ARREARS

Tenants must pay Rent on time in order for K'ómoks First Nation to effectively deliver housing programs and services to Elders.

11.1 Arrears

11.1.1 Rent is in Arrears if the full amount is not paid by 4:00 PM on the first business day of the month.

11.1.2 The Housing Department may charge a \$40.00 NSF charge for any returned cheques, such charge will be added to the current overdue rental payment; and

11.2 Notice of Arrears

- 11.2.1 The Housing Department may send the Tenant written notice 5 days after the date the Rent was due and owing (the “First Notice of Arrears”).
- 11.2.2 The First Notice of Arrears will state:
- (a) the amount of Arrears;
 - (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement; and
 - (c) that the Tenant has 5 days to pay the Arrears in full or further action may be taken by the Housing Department.
- 11.2.3 The Housing Department will also contact the KFN Health Centre to consider Wellness Check on the Elder tenant, to ensure there are no other extenuating factors affecting the Tenant’s ability to continue paying the rent.

11.3 Final Notice of Arrears

- 11.3.1 If the Tenant fails to pay the Arrears in accordance with the First Notice of Arrears, then the Housing Department may send the Tenant a Final Notice of Arrears.
- 11.3.2 The Final Notice of Arrears will state:
- (a) the amount of Arrears;
 - (b) the applicable interest rate for the Arrears, if provided for in the Tenancy Agreement; and
 - (c) that if the Tenant fails to successfully negotiate an Arrears repayment agreement or to pay the Arrears in full within 10 days, the Housing Department may terminate the Tenancy Agreement by issuing a Notice of Eviction.
- 11.3.3 The Housing Department will continue to be in contact with the KFN Health Centre to consider any other extenuating factors affecting the Tenant’s ability to continue paying the rent.

12 TERMINATION OF TENANCY

The term a Tenant may occupy a Unit will be governed under the Tenancy Agreement. Where a breach of this Policy has occurred, the K'ómoks First Nation is authorized to take steps to enforce the terms and requirements of this Housing Policy and any Tenancy Agreement to protect the Units and the integrity of the K'ómoks Elderplex Housing Complex.

12.1 Expiration of the Tenancy Agreement

- 12.1.1 Unless a Tenancy Agreement is renewed in accordance with this Policy, a tenancy ends on the date that a Tenancy Agreement expires, and the Tenant must vacate the Unit by 4:00 PM on the date the Tenancy Agreement expires.

12.2 Termination of Tenancy by Tenants

- 12.2.1 A Tenant may terminate the Tenancy Agreement by providing at least 30 days written notice to the Housing Department ("Termination Date").
- 12.2.2 The Tenant is responsible to pay Rent for the entirety of the notice period. If the Tenant gives less than 30 days' notice of termination, the Tenant is still obligated to pay the Rent for 30 days following the day in which notice was given.
- 12.2.3 The Tenant must vacate the Unit no later than 4:00 PM on the Termination Date.

12.3 Termination of the Tenancy by K'ómoks First Nation

- 12.3.1 Where a Tenant has breached a term of this Housing Policy or a Tenancy Agreement, except for the failure to pay Rent, the Housing Department may issue a written notice to the Tenant indicating the nature of the breach and the time within which the Tenant must resolve the breach.
- 12.3.2 The Housing Department will deliver by hand a written notice to the Tenant residing in the Unit or post the notice to the front door of the Unit with a third-party as witness to the delivery of the notice.
- 12.3.3 If the breach is not resolved within the time specified in the written notice, or the Tenant has failed to take any steps towards rectifying the breach, the Housing Department may issue a Final Notice of default to the Tenant, granting the Tenant a further 10 days to resolve the breach, and informing the Tenant that failure to do so may result in the issuance of a Notice of Eviction.
- 12.3.4 If the breach is not resolved within the time specified in the Final Notice of default, the Housing Department will provide a report to Council along with a recommendation as to whether the Tenant should be evicted.
- 12.3.5 Council will consider a report and recommendation provided by the Housing Department and will determine whether to terminate the Tenancy Agreement by issuing a Notice of Eviction.

12.4 Issuing a Notice of Eviction

- 12.4.1 If Council determines to evict the Tenant under this section, the Housing Department will serve the Tenant with a Notice of Eviction and the Tenancy Agreement will be terminated 10 days from the service of that notice.
- 12.4.2 A Tenant is liable to pay Rent until the date that the Tenancy Agreement is terminated.

12.5 Eviction for Severe Breaches

- 12.5.1 Council may terminate a Tenancy Agreement by serving a Notice of Eviction without any prior written notice for severe breaches which include the following:
- (i) Making false declarations on an Application that result in a housing allocation;
 - (ii) Engaging in criminal or illegal activity in the Unit, or other activity that places the neighborhood at risk or fear for their safety; or
 - (iii) Causing willful or negligent damage to the Units, mechanical or electrical systems in the Units, supplied appliances or the property; or
 - (iv) Engaging in any activity that jeopardizes the safety and health of any person residing in the Units or puts the K'ómoks First Nation Land on which the Units are located at risk.

12.6 Vacating a K'ómoks Elderplex Unit

- 12.6.1 Tenants and Authorized Occupants must vacate a Unit when required to do so under the terms of a Tenancy Agreement and/or a Notice of Eviction.
- 12.6.2 In vacating a Unit, the Tenant must;
- (a) remove their personal property,
 - (b) complete a move-out Condition Assessment in accordance with *Section 20.1*,
 - (c) return all keys to the Housing Department, and
 - (d) leave the Unit in a clean, undamaged condition, which includes:
 - (i) *Storage area*
 - (ii) *Yard and driveway*
 - (iii) *Appliances.*

12.7 Unclaimed Possessions

- 12.7.1 If a Tenancy Agreement is terminated and a Tenant leaves personal property behind, the Tenant must contact the Housing Department within two days of vacating the Unit or the termination/expiration of the tenancy, to make arrangements to enter the Unit and remove the personal property.

- 12.7.2 If the Tenant does not claim the personal property within the time specified in this section, then the Housing Department may at its sole discretion discard or sell the personal property.
- 12.7.3 The Tenant is responsible for any costs incurred by the Housing Department to move or dispose of the personal property and these costs will be a debt owing to and recoverable by the K'ómoks First Nation.

13 NO OWNERSHIP

The K'ómoks First Nation maintains ownership of the Units at all times.

13.1 No Ownership

- 13.1.1 No person entering into a Tenancy Agreement under this Housing Policy obtains a "right of occupancy" as defined by the K'ómoks First Nations Land Code.

14 MARITAL BREAKDOWN

14.1 Marital Breakdown

- 14.1.1 If there is a marital breakdown involving Tenants, when both Spouses are Members and signed the Tenancy Agreement as Joint-Tenants with equal rights to use and occupy the Unit, the determination of which Spouse will retain possession of a Unit is made by the Tenants (either as indicated when signing the Tenancy Agreement, or at the time of marital breakdown), or any applicable order of a court having jurisdiction.
- 14.1.2 The K'ómoks Elderplex Unit is not considered "Matrimonial Real Property" under the *K'ómoks First Nation Matrimonial Real Property Law*.

15 DEATH OF A TENANT

A Tenant of a K'ómoks Elderplex Unit does not own the Unit and cannot bequeath any interest or right in the Unit to any person upon his/her death.

15.1 K'ómoks Elderplex Housing Unit Procedures

- 15.1.1 If a Tenant is the sole Tenant of a Unit and dies during the term of the Tenancy Agreement, the Tenancy Agreement is terminated. Upon termination of the Tenancy Agreement, K'ómoks First Nation will recover possession of the Unit and will re-allocate the Unit.
- 15.1.2 If a Joint-Tenant of a Unit dies during the term of the Tenancy, the surviving Joint-Tenant may retain possession of the Unit, and will become the sole Tenant under the Tenancy Agreement, provided that the surviving Joint-Tenant continues to be eligible

to be a Tenant, as set out in *Section 5.1*.

- (a) For greater clarity, the Joint-Tenant must be a member of the K'ómoks First Nation, over 55 years of age, and meet the financial eligibility requirements of the K'ómoks Elderplex Housing complex to be able to assume the tenancy agreement under the terms and conditions of the Housing Policy.
- (b) If the surviving Joint-Tenant retains possession of a 2-bedroom Unit, the Housing Department may require the surviving Joint-Tenant to move into a 1-bedroom Unit, when one becomes available.

15.1.3 If the surviving Joint-Tenant is not willing to remain as the sole Tenant, the Housing Department will give notice to the Joint-Tenant that the Tenancy Agreement is terminated and the Tenant must vacate the Unit.

15.1.4 If the Tenant dies during the term of a Tenancy Agreement, any Authorized Occupants residing in the Unit must vacate the Unit within 30 days. In the case of a grieving partner or immediate family member who would be included in the [Family Homes on Reserves and Matrimonial Interests or Rights Act](#) to stay up to six months, this period can be extended to 12 months. In this situation, the Authorized Occupant enters into a temporary Tenant-like relationship with K'ómoks First Nation. The Authorized Occupant would be required to fulfill the obligations of a Tenant during that time.

15.2 Vacating the K'ómoks Elderplex Unit and Unclaimed Possessions

15.2.1 If a Tenant dies, the Housing Department will:

- (a) if necessary, provide notice to the deceased Tenant's emergency contact, if one was provided by the Tenant; and
- (b) allow the Tenant's representative with reasonable access to the Unit for 30 days following the Tenant's death, to remove the deceased Tenant's personal property from the Unit and to participate in a move-out Condition Assessment.

15.2.2 After the 30 days have passed, any unclaimed personal property will be managed in accordance with *Section 12.7* of this Housing Policy.

15.3 Outstanding Arrears and Housing Charges

15.3.1 If the deceased Tenant was in Arrears or otherwise in debt to K'ómoks First Nation for housing related charges, K'ómoks First Nation may file a claim against the estate of the deceased Tenant for repayment of the monies owed.

16 INSURANCE

As owner of the Units, the K'ómoks First Nation will bear the cost of certain insurance for the Units. Tenants are responsible for their personal property and for complying with the requirements of any insurance policy carried out by K'ómoks First Nation related to the Units.

16.1 Property Damage Fire Insurance - Tenancy Housing

16.1.1 The K'ómoks First Nation will maintain property and fire insurance for all K'ómoks Elderplex Units.

16.2 Contents Insurance

16.2.1 Tenants will have Contents insurance covered as part of their Tenancy Agreement. This would provide coverage for damage or loss of their personal property. The coverage limit is \$25,000 per units.

16.2.2 Tenants may choose to purchase additional Contents Insurance coverage at their own expense.

16.3 Tenant Covenant

16.3.1 A Tenant will not do or omit to do or suffer or permit to be done or omitted to be done, anything that may render void or void-able, or which may conflict with the requirements of any insurance policy carried by the K'ómoks First Nation for a K'ómoks Elderplex Unit.

16.3.2 A Tenant will immediately comply with any written notice from the K'ómoks First Nation or any insurer requiring the performance of works or discontinuance of any use of a Unit or associated lands to avoid invalidation or cancellation of any insurance policy carried by the K'ómoks First Nation for a K'ómoks Elderplex Unit.

16.3.3 Tenants are responsible for any losses, costs or damages incurred by the K'ómoks First Nation for any conduct that voids an insurance policy carried by the K'ómoks First Nation for a K'ómoks Elderplex Unit.

16.3.4 Tenants will indemnify and save the K'ómoks First Nation harmless for all liabilities, fines, suits and claims of any kind for which the K'ómoks First Nation may be liable or suffer by reasons of the Tenant's occupancy of the premises.

17 SECURITY DEPOSIT

Security Deposits are required to cover the expenses of any repairs of damages to the Units at the end of a tenancy that amount to greater than normal wear and tear to ensure Units can be rented out in a good state of repair.

17.1 Security Deposits

- 17.1.1 All Tenants must pay a security deposit that is equal to half of one month's Rent, either:
- (a) before taking possession of a Unit, or
 - (b) after taking possession of a Unit, and having entered into a security deposit repayment agreement with the K'ómoks First Nation.
- 17.1.2 The Housing Department will retain a security deposit in an interest-bearing account in trust for the Tenant for the duration of the Tenancy Agreement.
- 17.1.3 Within 10 days of completing a Condition Assessment at the expiry or termination of a Tenancy Agreement, the Housing Department will return a security deposit, plus accrued interest, to the Tenant, unless:
- (a) the Tenant fails to participate in the Condition Assessment as per *Section 20.1.2*;
 - (b) the Housing Department makes a claim, in writing, against the security deposit for Tenant Damage to the Unit;
 - (c) the Tenant agrees in writing to allow the Housing Department to keep an amount as payment for unpaid Rent or damage.
- 17.1.4 A Tenant shall have the right to appeal a decision by the Housing Department to claim against a security deposit to the Housing Department and Chief and Council.
- 17.1.5 Except where a Tenant has abandoned the Unit, the K'ómoks First Nation's right to claim the security deposit is extinguished if the Housing Department fails to:
- (a) comply with *Section 20.1.2*;
 - (b) participate in either a move-in or move-out Condition Assessment; or
 - (c) provide the Tenant with a copy of the Condition Assessment reports.

18 MAINTENANCE AND REPAIRS

To ensure the K'ómoks Elderplex Housing complex continues to operate for as long as there is a need, Council, the Housing Department and the Tenants all play a part in maximizing the life of the Units and ensuring they meet health and safety standards. The Housing Department will be responsible for general maintenance, such as upkeep and repairs of the structures and major appliances; and Tenants will provide the daily basic upkeep of the Units.

18.1 Maintenance and Repair Responsibilities

- 18.1.1 The *Checklist of Tenancy Maintenance and Repair Responsibilities*, appended to this Housing Policy as Schedule 1, will be filled out by the Housing Department and the Tenant, and will form part of the Tenancy Agreement.

- 18.1.2 The Housing Department is responsible for:
- (a) ensuring that all maintenance and repair work overseen or carried out by the Housing Department meets or exceeds the requirements of any applicable K'ómoks First Nation Laws;
 - (b) ensuring all structural, heating, electrical and plumbing repair work carried out on the Units is carried out by certified contractors; and
 - (c) keeping records of all repairs carried out on the K'ómoks Elderplex Unit including the reason for the repairs, the date of the repair work, repair items and the costs of the repairs.
- 18.1.3 Tenants are responsible for the general upkeep, cleaning, and minor repairs and replacements to their Units.
- 18.1.4 Tenants must, as soon as is reasonably possible, report any maintenance issues to the Housing Department.
- 18.1.5 Tenants are responsible for the proper care and storage of any hazardous materials within the Units, yards and any common living areas.
- 18.1.6 If a Tenant is in possession of any firearms, ammunition or other weapons on or around the Units, the Tenant will keep them stored in a secure location.
- 18.1.7 Tenants are not permitted to:
- (a) remove any fixtures from their Units; or
 - (b) remove any appliances from their Units, unless those appliances are the property of the Tenant.

18.2 No reimbursement for costs which are the responsibility of the Tenant

- 18.2.1 A Tenant will not be reimbursed for any costs which are the sole responsibility of the Tenant as provided in the *Checklist of Tenancy Maintenance and Repair Responsibilities*, in a Tenancy Agreement or in this Housing Policy.

18.3 Alterations, Additions, and Improvements

- 18.3.1 A Tenant wishing to make any alterations, additions or improvements to a Unit must first obtain written approval from the Housing Department.
- 18.3.2 Unapproved alterations, additions or improvements may be subject to removal by the Housing Department at the expense of the Tenant.
- 18.3.3 Unless otherwise agreed to in writing, the K'ómoks First Nation is not responsible for the cost of repairs to any unapproved alterations, additions or improvements.

18.4 Emergency Repairs

- 18.4.1 Tenants are responsible for reporting any circumstance which may warrant an Emergency Repair to the Housing Department as soon as possible.

- 18.4.2 The Housing Department will make all reasonable efforts to respond to Emergency Repairs as soon as possible.
- 18.4.3 Where Emergency Repairs are performed by the Housing Department and those Emergency Repairs were necessary because of damage or neglect on the part of the Tenant, the Tenant will be responsible for the cost of those Emergency Repairs, in accordance with *Section 18.1* of this Housing Policy.
- 18.4.4 In urgent circumstances where it is necessary for a Tenant to make an Emergency Repair, or to engage a third party to make an Emergency Repair, the Housing Department will reimburse the Tenant for the costs of that Emergency Repair, provided that, in the opinion of the Housing Department, that Emergency Repair was urgently necessary, it was not possible or practical for the Housing Department to make that repair in a timely manner, and the costs of the Emergency Repair were reasonable.

18.5 Tenant Failure to comply with Maintenance Responsibilities

- 18.5.1 A Tenant who breaches a Tenancy Agreement or a provision in this Housing Policy by failing to comply with his or her maintenance responsibilities may be issued a written notice in accordance with *Section 12.3.1*.
- 18.5.2 The Housing Department will also contact the KFN Health Centre to consider a Wellness check on the Elder tenant, to ensure there are no other extenuating factors affecting the Tenant's ability to continue to comply with maintenance responsibilities.

19 NEGLIGENT OR INTENTIONAL DAMAGE AND VANDALISM

Negligent or intentional damage to a Unit will not be tolerated.

19.1 Tenant Damage

- 19.1.1 Tenant Damage means damage to a Unit caused by the intentional or negligent conduct of:
- (a) the Tenant,
 - (b) an Authorized Occupant; or
 - (c) a guest of the Tenant and/or Authorized Occupant.
- 19.1.2 Tenants are solely responsible for all costs of repairs to a Unit and/or replacement of any fixtures or appliances where those costs are a result of Tenant Damage.

19.2 Condition Assessment

19.2.1 When the Housing Department becomes aware of Tenant Damage or suspects that Tenant Damage has occurred, it will conduct a Condition Assessment in accordance with *Section 20* of this Housing Policy.

19.3 Notice of Tenant Damage

19.3.1 If, after completing a Condition Assessment, the Housing Department confirms that there is Tenant Damage, the Housing Department will issue a written notice to the Tenant containing the following information:

- (a) the nature and extent of the damage to the Unit;
- (b) that the Housing Department has determined that the damage is Tenant Damage;
- (c) the likely necessary repairs and/or replacements to the Unit;
- (d) the estimated costs of any required repairs and/or replacements; and
- (e) the options available to the Tenant to pay for the costs of repairs and/or replacements.

19.4 Performance of Repairs

19.4.1 The Housing Department will carry out the repairs and/or replacements set out in the written notice and the costs will be invoiced to the Tenant.

19.5 Invoice Payment

19.5.1 The Tenant must pay the invoice for Tenant Damage repairs within 30 days of receipt of the invoice by either:

- (a) paying the amount in full; or
- (b) negotiating a repayment agreement with the Housing Department

19.5.2 The Housing Department has no obligation to enter into a repayment agreement with a Tenant.

19.5.3 If a Tenant misses a scheduled payment or otherwise breaches a term or condition of a repayment agreement, the Housing Department may issue a notice of default in accordance with *Section 12.3.1*.

19.6 Tenant Damage Discovered Upon Move-Out or Abandonment

19.6.1 Where Tenant Damage is discovered during a move-out Condition Assessment, the Housing Department may deduct the costs to repair Tenant Damage discovered from the Tenant's security deposit in accordance with *Section 17.1.3*.

19.6.2 Where repair costs exceed the security deposit, the Housing Department will forward an invoice stating the repair and/or replacement costs of the Tenant Damage which exceeds the amount of the security deposit.

19.7 Vandalism

- 19.7.1 If a third party, who is not a guest of a Tenant or an Authorized Occupant, vandalizes a Unit, the Tenant must report such damage to the Housing Department and to the RCMP immediately.
- 19.7.2 When the Housing Department becomes aware of vandalism or suspects that vandalism has occurred, it will conduct a Condition Assessment in accordance with *Section 20* of this Housing Policy.
- 19.7.3 The Housing Department will pay the costs of any necessary repairs or replacements to the Unit that are caused by third party vandalism, providing that the Tenant has:
- (a) reported the break-in and/or vandalism to both the Housing Department and to the RCMP in a timely manner;
 - (b) filed a police report; and
 - (c) submitted a copy of the police report to the Housing Department
- 19.7.4 If the Housing Department, during a Condition Assessment, finds unreported third-party damage to a Unit, the Housing Department will:
- (a) file a police report with the RCMP; and
 - (b) refrain from completing any repairs and/or replacements of that damage until it receives a copy of the police report.
- 19.7.5 If the Tenant does not report third party damage to a Unit in a timely manner, a Tenant may be solely responsible to pay the costs of that damage.
- 19.7.6 The Housing Department is not responsible for any damage to the Tenant's personal property which is caused by a third party.

19.8 Notice of Default for Significant Damage

- 19.8.1 Where the Housing Department determines that Tenant Damage is significant, or that a Tenant has acted unreasonably in failing to report significant third-party vandalism, the Housing Department may issue a written notice in accordance with *Section 12.3.1* of this Housing Policy.

20 CONDITION ASSESSMENTS

Conditions Assessments are an important tool of the Housing Department to maintain the longevity of the Units. Condition Assessments will be conducted in accordance with this Housing Policy to assess the current condition, maintenance and any repair needs of the K'ómoks Elderplex Units.

20.1 General Policy

- 20.1.1 The Housing Department will conduct a Condition Assessment under the following circumstances:

- (a) Prior to any Tenant taking occupation of a Unit;
- (b) At the expiry or termination of a Tenancy Agreement, including when a Unit is deemed abandoned;
- (c) Where the Housing Department becomes aware or suspects Tenant Damage or vandalism by a third party; or
- (d) Where the Housing Department determines a Condition Assessment is necessary in accordance with *Section 20.2*.

20.1.2 In the case of a Tenant vacating a Unit, the Housing Department will make reasonable efforts to contact the Tenant and attempt to schedule a move-out Condition Assessment at a mutually agreeable time. The move-out Condition Assessment should be completed prior to the time in which the Tenant must be vacated from the Unit, unless otherwise mutually agreed by the Housing Department and the Tenant.

20.1.3 If a Tenant fails or refuses to participate in a move-out Condition Assessment in accordance with *Section 20.1.2*, then:

- (a) the Housing Department may conduct the move-out Condition Assessment and complete the Condition Assessment report without the Tenant being present; and
- (b) the Tenant's right to the return of a security deposit is extinguished.

20.1.4 With the exception of those Condition Assessments done in accordance with *Section 20.1.3*, at the conclusion of any Condition Assessment, the Housing Department will review the completed Condition Assessment report with the Tenant and each of the Housing Department and Tenant will sign and retain a copy of the report.

20.1.5 The Housing Department will keep copies of all Condition Assessment reports for all Units.

20.2 Other Assessments

20.2.1 The Housing Department may enter a Unit to conduct a Condition Assessment at any time during the term of a Tenancy Agreement upon giving notice to the Tenant in accordance with *Section 23* of this Housing Policy.

20.2.2 The Housing Department may:

- (a) conduct a Maintenance Planning Assessment for the Units on an annual basis;
- (b) conduct a Fire Safety Assessment for the Units on an annual basis; and
- (c) retain the services of external inspectors and building experts to conduct a Condition Assessment of the Unit at any time during the term of a Tenancy Agreement;

upon giving notice to the Tenant in accordance with *Section 23.1.1* of this Housing Policy.

- 20.2.3 In case of all Condition Assessments, except for those Condition Assessments conducted after a Unit has been abandoned, the Housing Department will make reasonable efforts to coordinate a time and date that works for the Tenant and the Tenant is permitted to be present at such Condition Assessment.

21 ABSENCES AND ABANDONMENT

Tenants must primarily reside in and maintain occupation of their Units, otherwise the Housing Department may resume possession and re-allocate the Units.

21.1 Extended Absences

- 21.1.1 If a Tenant is absent from their Unit for 30 or more consecutive days and nights, the Tenant must provide written notice to the Housing Department.
- 21.1.2 During an absence described in *Section 21.1.1*:
- (a) the Tenant must continue to pay Rent or make payment arrangements with the Housing Department; and
 - (b) upon receipt of written notice, the Housing Department is responsible for routine preventative maintenance of the Unit, including monitoring the Unit to prevent vandalism and other hazards.

21.2 Abandoned K'ómoks Elderplex Units

- 21.2.1 The Housing Department may deem a Unit to be abandoned and resume possession of the Unit if the Tenant:
- (a) is absent from the Unit for 30 or more consecutive days and nights without notice to the Housing Department;
 - (b) has failed to pay Rent or make payment arrangements with the Housing Department; and
 - (c) has been unresponsive to any notices or attempts of contact by the Housing Department for 30 or more consecutive days.
- 21.2.2 If a Tenant is deemed to have abandoned a Unit, the Housing Department will issue a Notice of Eviction immediately and the Tenant will be responsible for:
- (a) Rent for the month following the date on which the Unit is deemed abandoned;
 - (b) any Arrears or other outstanding housing-related debts; and
 - (c) any costs incurred by K'ómoks First Nation as a result of the Tenant's abandonment of the Unit,
- all of which will be a debt owed to and recoverable by the K'ómoks First Nation.

- 21.2.3 The Housing Department may take any action it deems necessary to secure and protect an abandoned Unit, including changing the locks or other means of access.
- 21.2.4 Any personal property remaining in an abandoned Unit will be handled in accordance with *Section 12.7* of this Housing Policy.

22 KEYS AND LOCKS

22.1 Keys and Locks

- 22.1.1 The Housing Department will retain a copy of the keys or other means of access for each Unit.
- 22.1.2 The Housing Department will not change the locks or other means of access to any occupied Unit unless the Housing Department provides notice and a copy of the new keys or other means of access to the Tenant. The Housing Department may at its sole discretion and at any time change the locks on a vacant Unit.
- 22.1.3 Tenants are not permitted to change the locks or other means of access to a Unit without the written consent of the Housing Department.

23 K'ÓMOKS FIRST NATION ENTRY OF THE K'ÓMOKS ELDERPLEX UNIT

Tenants have the right to enjoy peaceful and quiet occupation of their Units. K'ómoks First Nation may only enter upon reasonable notice and with a reasonable purpose, unless in the case of Emergencies.

23.1 Entry with Notice for Reasonable Purpose

- 23.1.1 Unless in the case of an Emergency or abandoned Unit, the Housing Department may only enter a Unit if the Housing Department gives advance written notice to the Tenant at least 24 hours before the proposed entry, setting out:
 - (a) a reasonable purpose for entering; and
 - (b) the date and time of entry, which must be between 8:30 AM and 4:30 PM unless the Tenant and Housing Department mutually agree otherwise.
- 23.1.2 The Housing Department will make reasonable efforts to enter the Unit at a date and time preferred by the Tenant.

23.2 Emergency Entry

- 23.2.1 If the Housing Department becomes aware of an Emergency or reasonably suspects an Emergency, including the need for an Emergency Repair, the Housing Department may enter the Unit without prior notice to the Tenant. Where the Tenant is not present, the Housing Department will make reasonable efforts to enter the Unit accompanied by a witness (i.e. member of the K'ómoks First Nation administration, emergency responder).
- 23.2.2 The Tenant will be notified of any Emergency entry and the reason(s) for such entry as soon as possible following the Emergency entry.

24 FIRE PROTECTION

- 23.1.1 The Housing Department is responsible for installing and maintaining the following in all Units for the duration of any tenancy:
- (a) smoke detector;
 - (b) CO² detector; and
 - (c) Fire extinguisher, and
 - (d) Fire Blankets

23.2 Flammable Materials, Ignition Devices

- 23.2.1 Tenants must not store any flammable liquids or solvents in or near the Units.
- 23.2.2 Tenants must keep any ignition devices (matches, lighters, etc.) safely away from children and sources of heat.

23.3 Smoking, Cigarettes and Cannabis

- 23.3.1 Smoking of any kind is not permitted in or around the Units. Smoking is only permitted in the designated smoking area on the premises, using the fire-safe ashtray provided.

23.4 Emergency Exits

- 23.4.1 Tenants are encouraged to plan an escape route in the case of an Emergency and rehearse the plan with any Authorized Occupants of the Unit.
- 23.4.2 Tenants must ensure all entry/exit points of the Units are clear and accessible at all times.

25 VEHICLES AND PARKING

25.1 Unit Assigned Parking

- 25.1.1 Each Unit will be assigned one parking space attached to the Unit.
- 25.1.2 Guest parking is permitted in the adjacent parking areas and street.

25.2 Valid Insurance and Good Working Order

- 25.2.1 All vehicles kept at the Unit by a Tenant or Authorized Occupant must:
 - (a) have valid insurance and registration at all times; and
 - (b) be in good working order and not be leaking any fluids.

25.3 Unauthorized Residential Dwelling (Vehicles, boats, and Soft Shelter)

- 25.3.1 Vehicles, boat, or soft shelter used as residential dwelling are prohibited from the Elderplex.
 - (a) Any tenants or authorized occupants who allows another person to use or occupy a vehicle or soft shelter as a dwelling unit on the Elderplex property is in contravention of the KFN Unauthorized Residential Law.
 - (b) No exception for short-term camping will be granted to Elderplex tenants or authorized occupant.

26 AMENDMENTS

This Housing Policy will be reviewed every 3 years at minimum, to ensure that its policies and procedures are relevant and continue to meet the objectives and intent of the K'ómoks Elderplex Housing Complex. Council will meet with the Housing Department and other persons or groups as deemed necessary, to review the Housing Policy and the success of its implementation.

26.1 Amendment Procedures

- 26.1.1 The Housing Department and Council may amend this Housing Policy from time to time.
- 26.1.2 The Housing Department will seek K'ómoks Elder guidance in matters materially impacting the guiding principles, eligibility requirements, selection criteria or policy recommendations that Elders shaped in the inception of this policy.
- 26.1.3 Council, in accordance with a duly executed Band Council Resolution, must approve all amendments. Any approved amendments will take effect on the date specified within the Band Council Resolution.

- 26.1.4 If the Housing Department determines that amendments to the Housing Policy or any schedules hereto are necessary, the Housing Department will provide a recommendation to Council setting out the proposed amendments and the reasons they are required.
- 26.1.5 Council will consider any recommendations from the Housing Department and may make any amendments to this Housing Policy as Council deems necessary.
- 26.1.6 The Housing Department shall keep a record of any amendments to this Housing Policy that are approved by Council, and the amendments shall be numbered consecutively by date of approval.
- 26.1.7 The Housing Department shall post notice of any approved amendments in the Housing Department office and if the amendment will affect existing Tenants, the Housing Department shall provide written notice of the amendment to such Tenants. If an amended Housing Policy is reissued by Council, it shall be identified by date and shall cancel and replace all previous issues.
- 26.1.8 Council retains the flexibility to make decisions not contemplated under this Housing Policy. If a decision is made which is inconsistent with the Housing Policy, that decision will be clearly communicated to the Members, and if necessary, this Housing Policy will be amended appropriately.
- 26.1.9 This Housing Policy will be administered by the Housing Department. Any questions or inquiries can be directed to:
- KFN Housing Department
3330 Comox Road
Courtenay BC
V9N 3P8
250-339-4545
housing@komoks.ca

27 GENERAL

27.1 No Waiver

- 27.1.1 No condoning, excusing, or overlooking by the Housing Department or Council of any default, breach or non-observance by an Applicant or Tenant at any time in respect to any term or condition contained in this Housing Policy will operate as a waiver of the K'ómoks First Nation's rights set out in this Housing Policy in respect of any continuing or subsequent default, breach or non-observance or so as to defeat or affect in any way the rights of the K'ómoks First Nation in respect of any such continuing or subsequent default or breach.
- 27.1.2 No waiver will be implied by or inferred from anything either done or not done by the Housing Department or Council, excepting only an express waiver in writing.

27.2 Forms and Documents

27.2.1 The following are a list of some of the prescribed forms and related documents required by this Housing Policy:

- (a) K'ómoks Elderplex Tenant Application Form
- (b) K'ómoks Elderplex Joint-Tenant Application Form
- (c) K'ómoks Elderplex Authorized Occupant Application Form
- (d) K'ómoks Elderplex Tenancy Agreement and Addenda, including the *Checklist of Tenancy Maintenance and Repair Responsibilities* and *K'ómoks Elderplex Complex Rules*

Signed on the _____ day of _____, 2024 by the following:

Chief Kenneth Price

Councillor Coral Mackay

Councillor Candace Newman

Councillor Susan Savoie