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## **Takla Lake First Nation Community Housing Policy**

**Effective Date: October 1, 2017**

### **1 Purpose and Goals of the Community Housing Policy (CHP)**

Takla Lake First Nation (TLFN) Council has created this Community Housing Policy (CHP), in consultation with TLFN community members, to promote the prudent stewardship of community housing assets, to promote clarity in how housing decisions are made, and to ensure members have access to healthy, safe and adequate shelter for living at Takla Landing (North Takla Lake IR 7 and 7A).

Council has ultimate responsibility for all governance of TLFN housing assets (all homes on IR 7 and 7A). The CHP is the instrument by which Council delegates administrative responsibilities to the TLFN Housing Department. The CHP is also the instrument by which Council delegates advisory responsibilities to the Housing Committee. In all cases, the fair and equitable treatment of all TLFN members is the top priority.

TLFN members are encouraged to study and understand the CHP. If a member believes that the CHP does not ensure fair and equitable treatment for all members, or if a member believes the CHP is not being followed correctly by either the Housing Department or the Housing Committee, then it is the responsibility of the member to follow the appeals process set out in Section 19 of the CHP.

The CHP is a ‘living document’ insofar as it will need to be amended from time to time to adapt to the changing housing goals of the community, and to ensure that fair and equitable treatment for all members with regard to housing continues to be protected.

Currently, TLFN members collectively own the residences at Takla Landing (North Takla Lake IR 7 and 7A). Council is exploring homeownership options for TLFN members as part of a multi-year strategic planning process. The Council has delegated the responsibility of regularly reviewing the CHP. The Housing Department will recommend amendments to Council. The appeal process noted above may also result in amendments to the CHP.

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## **2 Definitions**

- **Appeals Committee** means the group of members to appeal to when a member believes that either the Housing Committee or the Housing Department has not acted in accordance with the CHP. Currently, Council acts as the Appeals Committee but may choose to delegate this authority in the future.
- **Applicant** means a member who applies for their Family Unit to be included on the Waiting List
- **Arrears** refer to overdue payments owed by tenants to TLFN; Maintenance Fees are the most common, but other examples include bills that TLFN has temporarily paid on behalf of a tenant to ensure continued services, or payments for damage or other work on the property which are the responsibility of the tenant.
- **Canada Mortgage and Housing Corporation (CMHC)** is a Crown Corporation owned by the Federal Government of Canada which, among other things, provides housing financing, programs and initiatives.
- **CMHC-assisted** housing refers to TLFN homes which are financed (TLFN received a loan from CMHC to build them) and subsidized by CMHC to TLFN over the amortization of the loan (usually 25 years).
- **Council** refers to the Chief and Council of the TLFN represented by one (1) Chief and (4) Councillors.
- **Community** refers to the TLFN membership unless otherwise stated.
- **Community Housing Policy (CHP)** is the document which provides the framework for the governance and stewardship of TLFN's housing assets.
- **Deferred Maintenance** refers to home maintenance which is overdue
- **Eviction** means the removal of a tenant from a housing unit for not following the terms of the Tenancy Lease Agreement which the tenant has signed (or for not signing a valid Tenancy Lease Agreement).
- **Family Unit** is generally defined by TLFN members for themselves; examples include, but are not limited to, single adult, couple, single adult or couple with one or more dependent children. The term may also be used for multigenerational extended family groupings who wish to share one residence.
- **Household** refers to all occupants of a TLFN unit. The household may consider itself a Family Unit or may include separate Family Units that would live separately if other housing options were available.
- **Housing Committee (HC)** is the organized group of community members appointed by Council to which Council delegates advisory responsibilities including the promotion of clear communication on housing issues amongst membership, Council and the Housing Department, as well as for making decisions including the fair and equitable allocation of vacant units and maintenance funding.
- **Housing Department** refers to the TLFN employees responsible for the administration of TLFN housing in accordance with the CHP and in accordance with funding agreements with outside agencies.
- **INAC** is the Government of Canada's Department of Indigenous and Northern Affairs.
- **Member / Membership** refers to people whose name appears on TLFN's most current membership list.
- **National Occupancy Standards (NOS)** is a guideline. According to the NOS, there would be a separate bedroom for each couple, for individuals aged 18 or over, and for children aged 5 to 17 of the opposite sex. Children under 5 years of age, or those of the same sex between 5 and 17, can share a bedroom according to the NOS.
- **Occupancy Charge** means the cost to Occupant households for the right to live in a TLFN housing unit.
- **Occupant** refers to people who can live in a TLFN home as per the list of occupants in the TLA.
- **Overcrowding** refers the situation when a home has more occupants than recommended by the NOS guideline.
- **Overhousing** refers to the situation when a home has fewer occupants than recommended by the NOS guideline.
- **Preventative Maintenance** refers to maintenance work on a home done to prevent damage to the home.
- **Maintenance Fee** refers to the monthly charge for living in a TLFN unit which is used by the Housing Department to cover some or all of the operating expenses involved in running TLFN's housing portfolio.
- **Tenant** refers to the home occupants who sign a Tenancy Lease Agreement with TLFN (whereas **Occupants** refer to all people living in the home as listed in the TLA, whether they have signed the TLA or not).
- **Tenancy Lease Agreement (TLA)** means a written agreement between TLFN and a tenant outlining the rights and responsibilities of each party regarding the use of a TLFN unit.
- **TLFN** refers to means a Takla Lake First Nation owned homed, e.g., TLFN member, TLFN unit (home)
- **Waiting List** refers to the list of names of members who want to live in a TLFN home. The list may include people currently living outside the community. The list may also include people living in TLFN homes who are experiencing inadequate conditions due to deferred maintenance, overcrowding, or overhousing.

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### **3 Policy Administration and Enforcement**

- 3.1** This CHP applies to all homes at Takla Landing (North Takla Lake IR 7 and 7A).
- 3.2** The Housing Committee is appointed by Council in an advisory role to both the Council itself and the Housing Department. The HC also facilitates communication amongst TLFN members, the Housing Department (HD) and Council. The HC also recommends to Council the allocation of housing resources, most notably the allocation of vacant units to households and the maintenance budgets. These responsibilities are outlined in Subsection 5.3. In the absence of a HC, its responsibilities rest with the Council from which the responsibilities were delegated originally. The HD is responsible for facilitating the creation and training of a new HC by April 1, 2018.
- 3.3** The Housing Department (HD) is responsible for day-to-day administration and enforcement of the CHP on behalf of Council, and for other responsibilities delegated by Council including the administration of funding agreements that TLFN enters into with agencies like INAC and CMHC. These responsibilities are outlined in Subsection 5.4.

### **4 Amendments to the Housing Policy**

- 4.1** Copies of the CHP will be made available to TLFN members at both TLFN offices, and will be distributed to households moving into TLFN units. Members are encouraged to bring questions and concerns regarding the CHP to the attention of Housing Committee members and Housing Department staff.
- 4.2** The Housing Department (HD) is responsible for reviewing the CHP regularly, for responding promptly when concerns with the CHP are brought to their attention, and for ensuring that the CHP continues to treat all TLFN members in a fair and equitable manner. Proposed CHP amendments will also arise out of the process of expanding the housing options available to members, most notably the likely introduction of homeownership options. As soon as the Housing Committee (HC) exists, HD must consult with the HC concerning all proposed CHP amendments.
- 4.3** The Housing Department (HD) will publicly post a proposal at TLFN offices for at least 30 days during which the HD, together with the Housing Committee (HC), will facilitate community discussions regarding the proposal.
- 4.4** Upon receipt of a proposed amendment, Council will review and vote on the proposed amendment within 60 days. Where a CHP amendment is approved by a quorum of Council, the amendment takes effect the date it is approved unless increased Maintenance Fees or other charges to tenants are involved, in which case community members will be given at least one full month's notice prior to implementation to the amendment.
- 4.6** The Housing Department (HD) will give notice of approved amendments by posting them publicly at TLFN's offices for at least 30 days following approval.

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## **5 Roles and Responsibilities**

### **5.1 Membership**

Each TLFN member has the right to participate in, and contribute to, the implementation and enforcement of the CHP, and each member is strongly encouraged to do so in order to help ensure the CHP remains fair and equitable for all members.

### **5.2 Council**

Council has ultimate authority and responsibility for the governance of TLFN housing assets on behalf of the membership. The CHP is the instrument by which Council delegates administrative responsibilities to the TLFN Housing Department (HD), and advisory responsibilities to the Housing Committee (HC). When members appeal decision made by the HC or the HD, Council acts as the Appeals Committee until such time Council may choose to delegate this authority. Council decisions are final.

### **5.3 Housing Committee**

The Housing Committee (HC) shall consist of five members appointed by Council for a term of twelve months; Council may choose to reappoint members who would like to continue for more than one term. Housing Committee responsibilities include:

- support Housing Department efforts to administer TLFN housing assets
- promote the understanding and enforcement of the CHP among members
- participate in community consultations regarding the CHP and housing issues
- advise Council and the Housing Department about community housing concerns
- apply fair and equitable methods to recommend to Council how to allocate TLFN housing resources including vacant units and maintenance budgets
- gather housing information to enhance strategic planning for the community

### **5.4 Housing Department**

The Housing Department responsibilities include:

- assist members to understand the CHP and ensures the terms of the CHP are followed
- recommend amendments to the CHP based on regular reviews of the CHP, feedback from members, and changing housing options
- make recommendations to the Housing Committee with respect to enforcing the CHP
- maintain the housing Waiting List of members seeking TLFN housing
- prepare and monitor budget for housing administration, repairs, and maintenance
- administer the day-to-day operation of TLFN housing assets
- maintain a fair and equitable maintenance fee system for all TLFN units
- seek funding for, and provide administrative support relating to, new home construction
- gather housing information to enhance strategic planning for the community
- to provide Council with recommendations to diversify housing options for TLFN members

### **5.5 Tenants**

Tenants are responsible for paying monthly Maintenance Fees in exchange for the right to live in a TLFN home, and to fulfill responsibilities related to caring for the home as set out in the Tenancy Lease Agreement (TLA). A copy of the TLA can be found in Appendix 1 of this CHP.

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**6 Waiting List for Housing**

Currently, TLFN administers housing in Takla Landing on Takla IR #7 and #7A. Members who are 18 years of age or older may apply to have their Family Unit included on the Waiting List. The Waiting List is an important document used by Council, the Housing Committee, and the Housing Department to plan for the future. Inclusion on the Waiting List is necessary to be considered for allocation of a TLFN housing unit, but is not a guarantee of being allocated a TLFN housing unit.

All members are eligible to apply to be on the waiting list, but Council recommends that applications be limited to members living in Takla Landing and those intending to move to Takla Landing within five years. Tenants living in TLFN units are eligible to apply to be on the Waiting List if their current home does not meet their needs due to overcrowding, overhousing, or some other reason. When a current tenant is selected to be allocated a vacant home, the home they move out of will then be reallocated to someone on the Waiting List.

An application remains on the Waiting List for the remainder of the calendar year in which it is submitted and for the following calendar year unless the member concerned withdraws it sooner. Applicants are encouraged to inform the Housing Staff at any time if family members are added or leave, or if they wish to be removed from the Waiting List.

**7 Selection Process for the allocation of TLFN homes**

Council allocates vacant homes to members based on recommendations provided by the Housing Committee which are based on the Selection Criteria Points Rating System developed in consultation with TLFN members.

**8 Tenancy Lease Agreement**

The Tenancy Lease Agreement (TLA) has been developed to protect TLFN, the tenant and the condition of the housing units. A TLA must be signed by the Tenant prior to occupying a unit.

- 8.1 The Housing Department will complete an in-person meeting with all adults who will live in a TLFN unit, before anyone moves in, in order to explain all terms of the TLA. For each page of the TLA, the Tenant will provide their initials when they are satisfied that they understand the contents of each page.
- 8.2 Two copies of the TLA shall be signed by TLFN and the Tenant prior to the tenant taking occupancy of the unit. One copy of the TLA shall be kept by the Housing Department, the second copy shall be provided to the Tenant.
- 8.3 The TLA shall generally continue on a month-to-month basis with either TLFN or the Tenant giving at least one full month notice before terminating the agreement. The termination date will generally be the first day of a month. In some cases, a TLA may be set for a specific length of time after which it automatically terminates.

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**9 Insurance**

- 9.1 TLFN shall provide liability and structural insurance on all TLFN's housing stock. When an insurance settlement takes place, TLFN will use the funds in the manner which Council believes will best benefit the housing portfolio.
- 9.2 Tenants are encouraged to obtain insurance to cover contents/personal belongings. This cost is the responsibility of the tenant. Neither TLFN nor the Housing Department is responsible for contents/personal belongings of the tenant.

**10 Access to TLFN Units**

- 10.1 The Housing Department (HD) will safely store entry keys to every TLFN unit. If a tenant does not provide a key to the HD, locks on the home may be changed by the HD and the cost of the change charged to the tenant. HC will not enter an occupied TLFN unit unless:
  - a) An emergency, as determined by the Housing Department, exists;
  - b) The tenant consents at the time of entry;
  - c) The HD has given written notice of entry at least 24 hours before the time of entry;
  - d) The HD has reason to believe potentially serious damage has occurred or that the home has been abandoned.
- 10.2 A Housing Department representative entering a TLFN unit will be accompanied by the tenant wherever possible or by a witness such as a member of the Housing Committee. In the case of an emergency, possible witnesses may include *police, firefighter or paramedic*.

**11 Inspections**

- 11.1 **Move-In Inspections** The purpose of the move-in inspection, which takes place with a Housing Department representative and tenant just prior to occupancy, is to confirm the condition of the unit to ensure the home is ready for occupancy. Any concerns are to be documented and addressed promptly.
- 11.2 **Inspections During Occupancy** All TLFN units shall be inspected at least once per year. Inspections will be done to record the condition of the house both internally and externally, and the property in general. Other inspections are likely to be necessary, especially if a tenant brings a maintenance or repair issue to the attention of the Housing Department or if inspections are required by funding agencies in accordance with funding agreements. Tenants will generally receive 7 days notice of the Housing Department's plan to inspect a TLFN unit. If, as a result of a tenant refusing entry to a TLFN unit by an inspector, TLFN loses funding otherwise payable by funding agencies, then the tenant would assume responsibility for financial losses experienced by TLFN.
- 11.3 **Move-Out Inspections** The purpose of the move-out inspection, which takes place if possible with both a Housing Department representative and the tenant, is to confirm the condition of the unit at the end of the tenancy. If damages beyond normal wear and tear are noted, then the tenant is responsible for paying for the cost of the necessary repairs.

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**12 Monthly Maintenance Fees**

TLFN's goal is for the Housing Department (HD) to become financially self-sufficient. To this end, Housing revenue, including Maintenance Fees, will be required to cover an increasing portion of the housing operating expenses. Maintenance Fee levels are set with this goal in mind.

**12.1 Determining Maintenance Fees**

- 12.1.1 TLFN determines Maintenance Fees based on two main goals. First, Maintenance Fees should cover an increasing proportion of operating expenses over time. Second, Maintenance Fees will be based on factors including the size and number of bedrooms in homes, and in the age and energy efficiency of homes.
- 12.1.2 Maintenance Fees are subject to change at the discretion of Council based on the considerations noted in 9.1.1. Council may approve changes to Maintenance Fees annually before January 20<sup>th</sup>, and if so will provide tenants written notice of Maintenance Fees changes at least 30 days prior to the effective date of April 1<sup>st</sup>.

**12.2 Applicable Maintenance Fees for all units as of October 1, 2017:**

Homes constructed prior to 2000:	2 bedrooms or less.....\$200
	3 bedrooms.....\$300
	4 bedrooms or more.....\$400
TLFN-owned CMHC-assisted units (Section 95 homes):	
2 bedrooms triplex units.....	\$250
4 bedrooms single family dwellings.....	\$500
Three bedroom duplex units.....	\$500

**12.3 Maintenance Fee Payments**

- 12.3.1 Maintenance Fees are due to be paid by the tenant to the Housing Department by not later than the 1<sup>st</sup> day of each month. Maintenance Fees are to be made by cash, cheque or money order payable to TLFN.
- 12.3.2 Employees of TLFN or affiliated enterprises should deduct Maintenance Fees at source to be transferred directly to the TLFN Housing Department. Tenants receiving Social Assistance will have their Maintenance Fees paid directly by the TLFN Social Development Department to the Housing Department.

**13 Arrears Payment Agreements**

- 13.1 If the tenant fails to pay the monthly Maintenance Fee in a timely manner, the Housing Department may provide an Arrears Payment Agreement to help the tenant catch up on their payments, but if a tenant continues to fail to honour the responsibility to pay monthly Maintenance Fees, the Housing Committee (HC) reserves the right to proceed with eviction.

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**14      Evictions**

TLFN would prefer not to resort to evictions of TLFN members from TLFN homes; at the same time, prudent stewardship of the TLFN units on behalf of TLFN membership as a whole requires that eviction be an option, eviction will be an option of last resort. TLFN seeks to be able to offer a variety of housing options at different maintenance fee levels from which households can choose.

- 14.1 When the maintenance fee is not paid by the 1<sup>st</sup> day of the month, the Housing Department will send a first written notice of late payment to the tenant within seven days.
- 14.2 If payment is not received in a timely manner, the Housing Department (HD) will contact the Tenant and the HD may issue an eviction notice for the tenant to vacate the premises prior to the first day of the second full month after the HD provides written notification to the tenant of the eviction.

**15      Tenant Damage**

- 15.1 The tenant is responsible to pay repair costs for damage to the TLFN unit that result from willful damage or neglect by the tenant, other occupants of the house and their guests. Payment for such damages may be paid in cash or in accordance with a payment plan agreed upon by the Housing Department and the tenant.
- 15.3 All instances of tenant damage will be recorded in the tenant's file and remain on record indefinitely.
- 15.4 Where the tenant refuses to pay for the repairs, the Housing Department reserves the right to recommend eviction. If the tenant has already vacated the unit, the amount owing will be tracked by TLFN Finance until paid.
- 15.5 Where tenant damage is confirmed during the move-out inspection or where the tenant has vacated/abandoned the house, the Housing Department will seek restitution from the former tenant. The amount owing will be tracked by TLFN Finance until paid.

**16      Leaving Houses Unattended**

Tenants are responsible for damages to their homes whether or not they are in the homes at the time that the damages occur. Home damages caused by leaving them unattended, such as a leaking hot water tank or frozen plumbing, are the responsibility of the tenant so it is very important to arrange for someone to look after the home when the tenant is away.

For absences of up to 60 consecutive days, the tenant must provide the Housing Department (HD) with confirmation in writing regarding who will care for the home when the tenant is away and for how long (start date and return date). In the case of absences of over two months, please refer to Section 17.

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**17 Subletting of Homes**

- 17.1 If the tenant must leave the community for a period of time of between 60 days and three years due to employment, education or medical treatment, and wishes to retain their right to the unit in which they live, they must advise the Housing Department (HD) in writing.
- 17.2 Where a tenant has received written approval from the Housing Department to sublet the house on a temporary basis, the tenant may do so with the following conditions:
  - The subletting tenant must be approved by the Housing Committee
  - The subletting tenant must enter into a lease with the Housing Department and the agreement which must state the maximum timeframe of the sublet,
  - The subletting tenant is responsible for all payments related to the unit, and
  - The subletting tenant is responsible to abide by the terms of the tenancy lease agreement and this community housing policy
- 17.3 If the primary tenant states in writing they are not returning, or if the primary tenant is absent for more than the agreed length of time, the Housing Committee will reallocate the unit in accordance with Section 7 of this policy.
- 17.4 If the Housing Department does not approve of a sublet arrangement, the unit must be surrendered to the Housing Department as soon as the primary tenant vacates the unit, and the unit will be reallocated in accordance with Section 7 of this policy.

**18 Vacating a Unit Permanently**

Where a tenant intends to vacate a unit, they must provide written notice to the Housing Department (HD) of at least one full month. Failure to provide adequate prior notice may result in additional Maintenance Fees being charged to the departing tenant. If a home is left unoccupied for more than 10 days without written notification to the HD, the unit will be assumed to be abandoned and will be reallocated in accordance with Section 7 of this policy.

**19 Appeals process**

- 19.1 In the case of decisions of the Housing Department (HD), if a TLFN member believes the HD has not followed this policy correctly, the member can appeal in writing to the Housing Committee (HC) which will respond to the member in writing within 30 days. If the HC does not exist, the Councillor responsible for Housing will deal with appeals. Decisions of the HC, or in its absence the Councillor responsible for Housing, are final.
- 19.2 Decisions of the Housing Committee (HC) are final. If the HC does not exist, the Councillor responsible for Housing will make the decisions. In this case, decisions of the Councillor responsible for Housing are final.