TlKemCheen
(Lytton First Nation)
Housing Policy

Approved on: December 4, 2023

Amended on: February 26, 2025

PO BOX 20, Lytton, B.C. V0K 1Z0
Phone: (250) 455-2304 Fax: (250) 455-2291

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WHEREAS In the past, Lytton First Nation ensured that our Members always had a place to call home. We are strong Nlaka'pamux people, with traditional laws, practices, and protocols that govern our community, including housing.

WHEREAS Lytton First Nation has authority over who can reside on its reserve pursuant to their inherent Aboriginal and Treaty rights as recognized and affirmed under Section 35 of the *Constitution Act*, 1982, and their right of self-determination, as upheld in the *United Nations Declaration on the Rights of Indigenous Peoples*.

WHEREAS In 2017, a 5-year housing strategy was developed to assist Lytton First Nation in establishing a clear direction for their housing, administrative staff and leadership to focus their efforts on over the next five years. The strategy highlighted the housing needs identified by Lytton First Nation Members, an overall vision for future housing, and strategic pathways for how to get there;

WHEREAS The vision of Lytton First Nation is to have a viable and vibrant residential community with the foresight and resources to meet new challenges and opportunities;

WHEREAS In June 2021, the Lytton Creek Fire destroyed much of the village of Lytton, including the Band Administration Office;

WHEREAS As the rebuilding of Lytton First Nation's homes and infrastructure continues, Council, in consultation with the Housing Department and Membership Department, has identified short term housing objectives and initiatives during this transitional phase;

WHEREAS Lytton First Nation wishes to shift from a reactive to proactive system that focuses on accessible, healthy, and sustainable housing responses for the Nation and Members; and

WHEREAS Lytton First Nation desires to assure sustainable and quality community housing to its Members and seeks to achieve that objective by operating within the Nation's budgets and establishing rules and procedures that will assure equitable distribution of housing resources based on objective criteria.

NOW THEREFORE COUNCIL OF LYTTON FIRST NATION APPROVE AND ENACT AS FOLLOWS:

Part 1
Interpretation

1. Definitions and Interpretation

1.1 In this Policy:

“Arrears” means Rent or other housing-related payments that are owed by a Tenant and have come due to LFN or a financial institution and have not been received by the payment due date;

“Borrower” means a Member who has a right of possession to a home or residential property on First Nation Land, the legal right of possession to which has been pledged to LFN as security for a Loan Guarantee given by LFN under the Homeownership Financing Program and through a Security Agreement, and is subject to a Loan agreement with an external Lender;

“CMHC” means Canada Mortgage and Housing Corporation, Canada’s federal crown corporation which is an agency that is responsible for administering the *National Housing Act*;

“Council” means the Chief and Council of the Lytton First Nation elected to office pursuant to the *Indian Act,* as amended or replaced from time to time, or other manner of election if applicable;

“Council Resolution” means a resolution approved by a quorum of Council at a duly convened meeting;

“Default” means a failure by a Borrower to make payment(s) owed to a financial institution that entitles LFN and/or the financial institution to commence foreclosure proceedings as a result;

“Dependent” means, with respect to an application for a Rental Unit, an unmarried child, stepchild, adopted child or legal ward who is under 19 years of age (or under 25 years of age and registered in full-time school, university or vocational institute which provides a recognized diploma, certificate, or degree); or a person of any age who, because of mental or physical infirmity, is accepted as a dependent for income tax purposes or as documented by a doctor’s note;

“Elder” means a LFN Member who is sixty (60) years of age or older, and may be referred to as a Senior;

“Family” means a spouse, including a common law spouse, and all persons who are members of one's immediate family (by biological, adoptive, step, legal, common-law relation or culturally accepted by LFN), including a child, grandchild, parent, sibling, or grandparent, and including any extended family member, if living in the same residence;

“Homeowner” means a Member to whom possession of a home or residential property on LFN lands has been allotted in accordance with this Housing Policy and LFN laws, as amended, and includes Borrowers;

“Homeownership Financing Program” means the Homeownership Financing Program facilitated by LFN through a Loan Guarantee and backed by the First Nation Market Housing Fund through its credit enhancement facility program provided to LFN and its Members to encourage and support the purchase, refinancing, construction and renovation of homes on LFN lands;

“Housing Committee” means the housing committee appointed by Council under this Policy for the purpose of assisting and supporting housing programming and services in accordance with this Housing Policy and any procedures or terms of reference approved by Council;

“Housing Department” means the LFN department responsible for management and oversight of the Lytton First Nation housing program;

“Housing Manager” means the person appointed by the Lytton First Nation Administrator pursuant to the Lytton Human Resource Policy, who is responsible for administering the LFN housing program under this Policy;

“Landlord” means, in respect of a Tenancy under this Policy, Lytton First Nation as represented by the Housing Manager;

“Lender” includes any bank, credit union or other financial institution approved under the *National Housing Act* to make, underwrite and/or administer Loans insured by CMHC;

“LFN Administrator” means the person appointed by LFN Council to the role of administrator and the principal contact for all LFN portfolios and membership in making any submissions to Chief and Council;

“Loan” means any amount borrowed by a Borrower from a Lender in accordance with the Homeownership Financing Program for the purpose of purchasing, constructing, renovating or refinancing a Privately Owned Home;

“Loan Guarantee” means a promise by LFN to assume the debt obligation of a Borrower in relation to a Loan if the Borrower Defaults on the Loan;

“Lytton First Nation” or “LFN” means the body of persons comprising the Lytton First Nation recognized as a band as defined in the *Indian Act,* R.S.C. 1985, c. 1-5, as amended and any successor to Lytton First Nation;

“Member” means a person whose name appears or is entitled to appear on the Lytton First

Nation Band Membership List;

“National Occupancy Standards” means the common reference point for “suitable” housing, which is how many people a given dwelling unit might accommodate given the number of bedrooms. Under the Standard, suitable housing is based on the following criteria:

- There can be a maximum of 2 persons per bedroom.
- Household members, of any age, living as part of a married or common-law couple may share a bedroom with their spouse or common-law partner, but not with other members of the household.
- Lone parents, of any age, must have a separate bedroom from their children.
- Household members aged 18 or over must have a separate bedroom (except those living as part of a married or common-law couple).
- Household members under 18 years of age of the same sex may share a bedroom.
- Household members under 5 years of age of the opposite sex may share a bedroom.

An exception to the above is a household consisting of 1 individual living alone who may live in a studio apartment with no separate bedroom;

“Pet Deposit” means an amount of money given by the Tenant to the Landlord to be held by the Landlord as a pet deposit under a Rental Agreement;

“Points Assessment” means the internal scoring guide to be utilized by the LFN Housing Department in assessing and assigning a rating and score for complete housing applications received by the Housing Department, based on relative merit and set criteria;

“Privately Owned Home” means a house or other residential property on LFN land that is not a Rental Unit, to which a Member or Members have a right of use and occupation and/or possession. For certainty, possession of a Privately Owned Home may be subject to a Loan agreement between the Homeowner(s) and a Lender, and subject to a Security Agreement pursuant to the Homeownership Financing Program and Loan Guarantee provided by LFN;

“Proof of Income” means documentation used to verify the annual income of a person and/or household and can include a Statement of Remuneration Paid (T4 slip), Revenue Canada Notice of Assessment (T451), pay stubs or other such documented Proof of Income as required by the Housing Department or a Lender or financial institution;

“Rent” means an amount of money paid, or required to be paid, by a Tenant to LFN as described in a Rental Agreement or Sublease Agreement in return for the right to occupy a Rental Home, but does not include a Security Deposit, Pet Deposits, Arrears, or other debts owed by the Tenant to LFN in connection with the Tenancy;

“Rental Agreement” means the written agreement signed by the Tenant and the Landlord governing the occupancy of a Rental Unit;

“Rental Unit” includes Section 95 Units and means a residential dwelling which is used for community housing purposes that is owned by LFN, and for which LFN has set Rents. LFN is responsible for repairs and maintenance on Rental Units;

“Section 95 Unit” also referred to as “CMHC Social Housing” means a residential dwelling that a Member is renting from LFN, whose use and occupation is governed through a Rental Agreement, and includes mortgage agreements with 25-year amortization periods through CMHC;

“Senior Complex” means the Rental Units in the Senior Complex that are reserved for the use of Elders;

“Served on the Tenant” means that the notice or other document is:

- in writing
- personally delivered to the Tenant;
- left with an adult person at the Rental Unit; or
- posted to the door of the Rental Unit;

“Spouse” means a person who is married to another, whether by a traditional, religious or civil ceremony, and includes a Spouse by common-law partnership (meaning they have lived with each other in a marriage-like relationship for a period of at least one (1) year);

“Security Agreement” means a written agreement made in substantially the same form as set out in Appendix 15 or Appendix 16, as relevant, setting out the respective rights and obligations of LFN and a Borrower in respect of a Loan Guarantee granted to the Borrower by LFN;

“Security Deposit” means an amount of money given by the Tenant to the Landlord to be held by the Landlord as security under a Rental Agreement;

“Sublease Agreement” means the written agreement made between LFN, a Tenant holding a Rental Agreement, and a Subtenant, for the temporary use and occupancy of a Rental Unit for which there is a Rental Agreement in place between LFN and the Tenant;

“Subtenancy” means the period of time that the Subtenant assumes the rights and responsibilities of the Tenant in relation to a Rental Unit;

“Subtenant” means a Member that has been given permission by the Landlord and the

Tenant to occupy a Rental Unit under a Sublease Agreement;

"Suitable Size Accommodation" means that the occupancy in respect of a Rental Unit does not exceed the National Occupancy Standards in the Rental Unit;

"Tenancy" means the period of time which:

- commences on the date specified within the Rental Agreement; and
- ends on the day:
    - the Landlord and Tenant agree to terminate the Tenancy;
    - the Landlord reasonably believes the Tenant has abandoned the Tenancy;
    - if eligible, the option to purchase the Rental Unit is exercised; or
    - the Landlord or the Tenant has terminated the Tenancy by giving notice as required by this Policy;

"Appeals Arbitrator" means the person selected by the LFN Administrator to oversee appeals under this Housing Policy; and

"Tenant" means a Member that has been given permission by the Landlord to occupy a Rental Unit under a Rental Agreement.

1.2 In this Policy:

(a) headings and subheadings are for convenience only, do not form part of this Policy, and in no way define, limit, alter, or enlarge the scope or meaning of any provision of this Policy;

(b) unless the context requires otherwise, the use of the singular will be construed as including the plural and vice-versa;

(c) "must," "shall," and "will" are to be construed as requirements; and

(d) the words "include", "includes", and "including" are to be read as if they are followed by the phrase "without limitation."

2. History & Purpose

2.1 The Housing Policy is a tool to enhance the delivery of the Lytton First Nation housing program and management of housing on reserve. The Housing Policy is a set of policies, procedures, and guidelines that have been approved by Council and outline how the Housing Department manages housing programming. Lytton First Nation is here for our community to best assist them in their housing needs.

2.2 The best way to manage LFN's housing program efficiently is to ensure everyone knows and understands the rules and responsibilities under the Housing Policy. We treat everyone in a fair and equal manner. When everyone knows the Housing Policy and their responsibilities, and everyone abides by them, there are fewer problems for the community. Strong clear policy creates order for the Housing Department staff and Members and is an important tool to improve housing in our community.

2.3 This Policy will routinely be reviewed and updated as new concerns and issues are identified, and the needs of the Nation evolve.

3. Principles of Interpretation

3.1 The structures and procedures established by or under this Housing Policy will be interpreted in accordance with Nlaka'pamux culture, traditions, and customs of the Lytton First Nation.

3.2 Further, this Policy shall be interpreted as being remedial and shall be given such fair, large and liberal construction and interpretation as best ensures the attainment of its goals and objectives.

4. Authority and Application of the Policy

4.1 This Housing Policy is made under the authority of Council by Council Resolution and takes the place of all previous and existing housing regulations and policies.

4.2 The Policy establishes guidelines, procedures, and criteria for individuals wishing to reside on Lytton First Nation land and applies to:

(a) all Rental Units on LFN reserve lands;

(b) all Rental Agreements and Sublease Agreements relating to Rental Units;

(c) Privately Owned Homes; and

(d) all housing services and programs provided or administered by the Housing Department.

4.3 All tenancies, including those based on oral agreements, which pre-date the enactment of this Policy, are hereby confirmed as Tenancies under this Policy and shall continue subject to the provisions of this Policy. Any renewals of tenancies, including those based on oral agreements, after the enactment of this Policy must follow the form and requirements of this Policy, including applicable Pet Addendums. For certainty, all subtenancies which pre-date the enactment of this Policy are required to follow the form and requirements of this Policy to be valid and enforceable Subtenancies.

Part 2
Administration

5. Housing Department

5.1 The Housing Department manages all matters related to the administration of the Lytton First Nation Housing Policy. The Housing Department staff includes the Housing Manager, and staff members responsible for maintenance and construction, who fall under the supervisory authority of the Housing Manager.

6. Housing Manager

6.1 The Housing Manager may delegate any of the responsibilities outlined in subsection 6.2 to an LFN staff member.

6.2 In addition to any job description in place, the Housing Manager is responsible for the following duties and responsibilities:

(a) using the Points Assessment to assess Member applications and making recommendations to the Housing Committee on approvals for the allocation of Rental Units;

(b) after the commencement of a Tenancy, reviewing and determining any request for pets, pursuant to section 23;

(c) preparing Rental Agreements and ensuring that all Tenants sign a Rental Agreement before entering the Tenancy and every year thereafter;

(d) assessing Member applications for approval of a Subtenancy of a Rental Unit and making recommendations to the Housing Committee on approvals for a Subtenancy;

(e) preparing Sublease Agreements and ensuring that all Tenants and Subtenants sign the Sublease Agreement before entering into the Subtenancy;

(f) receiving, depositing, and replenishing Security Deposit and Pet Deposits, and maintaining proper records of same;

(g) collecting, depositing, and maintaining proper records of Rents, including issuing receipts;

(h) ensuring that the Rental Units are maintained and in good repair in accordance with this Policy;

(i) coordinating all Rental Unit repair and renovation work required under this

Policy;

(j) ensuring all work in relation to the maintenance, repair, and renovation of Rental Units required under this Policy is completed within LFN budgets;

(k) monitoring Tenancies and Subtenancies and taking steps to terminate a Tenancy or Subtenancy for breach of a term of the Rental Agreement or Sublease Agreement, or breach of this Housing Policy, in accordance with the processes set out in this Policy;

(l) undertaking Arrears management in accordance with this Policy in respect of any defaulting Tenant;

(m) overseeing records retention relating to a Loan Guarantee or the ownership, transfer, and constructions of Privately Owned Homes, as set out in the Policy;

(n) overseeing the processing of applications pursuant to the processes in this Policy:

i. to build or purchase a Privately Owned Home; and

ii. for the Homeownership Financing Program.

(o) attending preliminary meetings as required pursuant to subsection 46.1;

(p) developing subordinate policies and rules of procedures consistent with this Policy, to be recommended to Council for enactment; and

(q) reporting to Council and Membership in meetings as required; and

(r) doing such further or other things as may be reasonably necessary to administer this Policy.

6.3 The Housing Manager or LFN staff member delegate will recuse themselves from all discussions and decisions related to housing for themselves or any member(s) of their Family.

7. Housing Committee

7.1 The Housing Committee will be appointed by Council pursuant to this Housing Policy and will be subject to the Housing Committee Terms of Reference, as established by Council, to assist and support specific areas of housing programming and services in accordance with this Housing Policy.

7.2 The Housing Committee is responsible for the following duties and responsibilities:

(a) reviewing the recommendations of the Housing Manager regarding allocation of Rental Units;

(b) finalizing the Points Assessment ratings recommended by the Housing Manager for individual Member applications for Rental Units;

(c) making final determinations for allocations of Rental Units;

(d) reviewing the recommendations of the Housing Manager regarding Tenant applications for a Subtenancy of a Rental Unit, and proposed Subtenant(s);

(e) making final determinations for approvals for a Subtenancy of a Rental Unit, including approval of a proposed Subtenant;

(f) on request of the Housing Manager, assisting in making determinations on approval of short-term emergency housing use of Rental Units, where applications outside of the procedures set out in this Policy are required in urgent circumstances (e.g., fire, flooding, domestic violence);

(g) on request of the Housing Manager, assisting in making determinations on prioritization of or approval of renovations for Rental Units, where logistics or resource constraints require such prioritization;

(h) providing advisory input on LFN's 5 Year Housing Plan upon request, by conducting a review of the plan, and recommending any updates to the plan or on implementation reporting and organizational planning required to meet the plan;

(i) attending preliminary meetings as required pursuant to subsection 46.1;

(j) receiving reports from the Housing Manager on matters of relevance to the Housing Committee's determinations (i.e. such as budget reporting or construction timelines);

(k) reporting to Council and Membership in meetings as required; and

(l) reviewing this Policy and any existing terms of reference at least once during their term of office, and recommending changes to this Policy or any terms of reference to the LFN Administrator.

7.3 The Housing Committee will be composed of two (2) representatives of Council who hold the housing portfolio, and three (3) Members, for a total of five (5) members. Standing alternates for positions held by Members may be appointed by Council.

7.4 To be eligible for appointment to the Housing Committee, a Member must:

(a) be a Member of LFN;

(b) not be an employee or contractor of LFN;

(c) not be in Arrears to LFN, unless they have entered a repayment agreement with LFN;

(d) be over the age of nineteen (19); and

(e) be residing on Lytton First Nation lands.

7.5 In addition to these requirements, where possible, Council should prioritize appointment of Members with experience, education, or interest in housing policy or administration, or cultural and community knowledge. Additionally, where possible, Council should attempt to include a broad representation of LFN Members in terms of their current housing experience.

7.6 The term of the Housing Committee will be for two (2) years, beginning in the May of the year that a new Council is elected; Council will appoint the Housing Committee members and standing alternates at its first duly convened meeting after coming into office.

7.7 To be considered as appointees to the Housing Committee to fill the Member positions, LFN Members may present their names to the LFN Administrator, who will prepare a shortlist of eligible and interested individuals to be considered by Council. Notwithstanding this opportunity for LFN Members to indicate their interest in holding positions, Council retains full discretion to make appointments to the Housing Committee.

7.8 The LFN Administrator must ensure that notices are posted publicly, thirty (30) days prior to the end of Chief and Council's term of office, stating that names will be considered by incoming Council for the appointment of Housing Committee members. For the first appointment of Housing Committee members under this Policy, a minimum of thirty (30) days' notice must be given prior to appointing members.

7.9 The LFN Administrator must ensure that the basic eligibility requirements of the individuals who state their interest are met before placing their name on the shortlist for Council's consideration. The LFN Administrator may request information from the individuals, or LFN staff, to corroborate or fact-check the eligibility requirements.

7.10 Results of the appointment of Housing Committee members must be posted publicly within five (5) days of Council ratifying the appointments by Council Resolution.

7.11 The Housing Committee may meet with the Housing Manager and take recommendations from the Housing Manager, but the Housing Committee carries the authority to make final decisions within its authority and may meet without the Housing Manager present, in order to deliberate or make decisions.

7.12 The Housing Committee is not responsible for day-to-day operations and program management. Those matters fall to the Housing Manager and Housing Department.

7.13 The Housing Committee members will recuse themselves from all discussions and decisions related to housing for themselves or any member(s) of their Family.

8. Chief and Council

8.1 Council has the authority to:

(a) approve and enact this Housing Policy;

(b) approve any amendments to this Policy or enactment of regulations under this Policy;

(c) render decisions pursuant to this Policy in relation to applications to build or purchase a Privately Owned Home; and

(d) render decisions pursuant to this Policy to issue Loan Guarantees under the Homeownership Financing Program.

8.2 Council is responsible for appointing the members of the Housing Committee pursuant to this Policy, by Council Resolution. Council may consider applications or nominations for the Member positions on the Housing Committee, but ultimate discretion on appointments remains with Council.

8.3 Council is independent from the Housing Department and shall not be involved in day-to-day responsibilities, operational decisions and program management.

8.4 Council has no authority to allocate Rental Units or hear appeals related to any decisions made under this Policy.

Part 3
Allocation of Rental Units

9. Eligibility

9.1 To be eligible to occupy a Rental Unit, a person must:

(a) be a Lytton First Nation Member;

(b) be 19 years or over, or such other age that may be designated for specific housing set aside for Members of a certain age, such as, but not limited to the Senior Complex;

(c) not already be a Tenant in a Rental Unit;

(d) provide evidence of sufficient income to support rental payment (pay stubs, training allowance, or letter from social services), if applicable;

(e) except as set out in section 29, have no Arrears or outstanding debt owing to LFN; and

(f) not have been evicted from any Rental Unit or otherwise have a history of failure to comply with this Housing Policy, a Rental Agreement or a Sublease Agreement within the five (5) years immediately preceding the date of application.

9.2 Notwithstanding subsection 9.1(c), existing Tenant(s) may be eligible to apply for a Rental Unit based on overcrowding. Overcrowding refers to a situation where Tenants and/or children are living in circumstances that no longer meet the National Occupancy Standards.

10. Exemptions

10.1 Special exemptions allowing persons not otherwise eligible to enjoy Tenancy rights may be granted under this Policy by order of the Housing Manager in the following circumstances:

(a) where the exemption is of benefit to LFN in that it will provide a place of residence to a non-Member who is an employee or contractor of LFN whose principal residence lies outside of a reasonable commuting distance to LFN;

(b) where it is in the best interests of one or more Members who are minors, including situations where the custodial parent has been divorced from or is separated from the Tenant who is a Member, but the non-Member was awarded custody of the children, or, by agreement of the parties, is the custodial parent;

(c) where the exemption is necessary to give effect to an order of a court of competent jurisdiction under the *Family Homes on Reserves and Matrimonial Interests or Rights Act,* S.C. 2013, c. 20 or any matrimonial real property laws enacted by Lytton First Nation; and

(d) where the Housing Manager or the Housing Committee has determined that it is reasonable and just to allow the person to remain as a Tenant or become a Tenant under this Policy.

10.2 Notwithstanding this section, nothing in this Policy may be construed so as to require the Housing Manager or the Housing Committee to grant an exemption or to continue an exemption that has been previously granted.

11. Applications

11.1 All applications for Rental Units must be submitted to the Housing Department, in the prescribed form (Appendix 1).

11.2 Within ten (10) days of receipt of an application, the Housing Manager shall, in respect of each application, advise the applicant that their application has been received, confirm that the applicant is a person eligible under section 9, and assess the completeness of the application.

11.3 An application which the Housing Manager determines has not been submitted by a person eligible under section 9 of this Housing Policy or which has been assessed as incomplete shall be returned to the applicant with a letter advising of the deficiencies and the Housing Manager shall not retain a record of the application.

11.4 A Member who has submitted an application for housing must update their application should any information provided in or in support of the application change; the Housing Department is not required to ensure applicant information is up to date.

12. Assessment

12.1 An application which the Housing Manager determines is complete shall be assessed pursuant to this section 12.

12.2 By applying for housing, the applicant consents to the Housing Manager making inquiries of former landlords and of credit reporting agencies, which the Housing Manager will keep confidential, when considered necessary to confirm the information provided by an applicant.

12.3 All applications shall be initially assessed by the Housing Manager using the prescribed Points Assessment system, who will then make a recommendation to the Housing Committee.

12.4 The Housing Committee will review the recommendation and confirm or reject the recommendation.

12.5 The Points Assessment is a confidential document that is not for distribution outside of the Housing Department, the Housing Committee, and Council.

12.6 The purpose of the Points Assessment system is to select applicants based on relative merit and in accordance with the community housing goals, transparency, and this Policy. A completed application must include sufficient information to ensure that the Housing Manager can apply the rating system in the Points Assessment and assign the application a score.

12.7 An application may be rejected if, upon making the inquiries described in subsection 12.2, or in relation to any other information provided, the Housing Manager determines that the applicant has provided false or misleading information material to the determination of an application.

12.8 Notwithstanding any other provision of this Policy, if the Housing Committee determines that there are reasonable grounds to expect that approving an application for a Rental Unit may result in harm to Lytton First Nation or to a Member, the Housing Committee may reject an application. Without limiting the Housing Committee's discretion under this section, grounds for rejecting an application may include:

(a) a reasonable belief that the applicant or proposed occupant has been or is involved in illegal activities including trafficking in drugs contrary to the *Criminal Code,* RS. 1985, c. C-46 as amended, the *Controlled Drugs and Substances Act,* 1996, c. 19, as amended, or any other like legislation;

(b) a reasonable belief that the applicant has been or is involved in a violent crime, including crimes involving the use of firearms or dangerous weapons;

(c) a reasonable belief that the applicant has been or is involved in gang related activities;

(d) a reasonable belief that the applicant has made or directed verbal, written, or any other communications of a threatening or intimidating nature towards another person; or

(e) any other facts or circumstances upon which a reasonable person could conclude that the applicant would be disruptive to the peace of the community or unable or unwilling to fulfil the terms and conditions of a Rental Agreement or this Policy.

12.9 If the Housing Manager or the Housing Committee rejects an application under subsection 12.7 or 12.8, the Housing Manager shall mark the application as "rejected" and forward written confirmation of the rejection and the reasons for the rejection to the applicant, within thirty (30) days of the rejection.

12.10 The Housing Manager shall, in respect of all accepted applications, prioritize all current applications, in accordance with the following:

(a) the number of points allocated to the applicant under the Points Assessment;

(b) the Suitable Size Accommodation for the applicant;

(c) the date of the application;

such that the applicants are sorted into lists for the Suitable Size Accommodation for the applicant and that all applicants for such accommodation are ranked according to their Points Assessment and application seniority. The number of points allocated to the applicant under the Points Assessment, and the prioritizing of applications by the Housing Manager will be reviewed and finalized by the Housing Committee. The Housing Committee will make final determinations on any approvals for Rental Units.

12.11 Within thirty (30) days of prioritizing applications pursuant to subsection 12.10, the Housing Manager shall confirm that the applicant's name has been added to the list for a Suitable Size Accommodation.

12.12 When a Rental Unit becomes available for occupation, the approval of a Rental Unit shall be determined as follows:

(a) all applicants who meet the occupancy requirements according for the Suitable Size Accommodation will be identified; and

(b) generally, the applicant with the highest number of points awarded under the Points Assessment will be approved to enter into a Rental Agreement for a Tenancy in respect of the Rental Unit.

Part 4
Tenancies

13. Rental Agreements

13.1 The Rental Agreement (Appendix 2) and Sublease Agreement (Appendix 3) each set out the Tenant's, Subtenant's, where applicable, and LFN's obligations and were developed to protect the Rental Units, the Tenant (or Subtenant), and LFN.

13.2 If a Rental Agreement or Sublease Agreement conflicts with this Policy, those terms or conditions of the Agreement that are in conflict shall be void and the Policy shall have precedence.

13.3 All Tenancies and Subtenancies shall be subject to a written standard form of Rental Agreement and Sublease Agreement in the prescribed forms and all approvals for Rental Units shall require that the Tenant or Subtenant sign a Rental Agreement or Sublease Agreement.

13.4 Rental Agreements must be renewed by March 31 of each year and must be updated anytime there are changes to Tenant information and occupants residing in the Rental Unit. Renewals may include any law or policy changes required by LFN from time to time to align the Renal Agreement with current laws, policies, updated Rent calculations and replenishing of Pet and/or Security Deposits, if depleted in the previous year.

13.5 If a Rental Agreement is not renewed by the date required in subsection 13.4, it will convert to a month-to-month tenancy until such time as it is renewed and backdated to April 1.

13.6 Without limiting the generality of subsection 13.3, different standard forms of Rental Agreements or Sublease Agreements for use by different classes of persons in different circumstances may be developed by the Housing Manager and approved by Council.

13.7 Prior to entering into the Rental Agreement, the Housing Department will complete an in-person meeting with the prospective Tenant(s) to explain all aspects of the applicable agreement, including rules imposed on the Tenant(s), charges payable by the Tenant(s), and consequences for breaching this Policy and the applicable agreement, as well as to discuss the merits of working towards Homeownership, should the option be available and should the Tenant be interested. Prior to entering into a Sublease Agreement, the Housing Department will complete an in-person meeting with the prospective Subtenant(s) to explain the same information, adapted as required.

13.8 Every Tenant or Subtenant shall receive a copy of the Rental Agreement or Sublease Agreement within ten (10) days of signing.

13.9 Unless otherwise prescribed by CMHC or other provincial or federal programs, Rents shall be established by Council as part of the annual budgeting process and shall be based on factors determined by Council, including but not limited to the following:

(a) the total cost of maintaining all Rental Units;

(b) the cost of adding to Lytton First Nation's inventory of Rental Units in accordance with Membership demands;

(c) the size, age, and condition of the particular Rental Unit; and

(d) market conditions for rental accommodation in locations proximate to Lytton First Nation.

13.10 A Notice of Increase in Rent shall be in the prescribed form (Appendix 4) and shall be Served on the Tenant no less than ninety (90) days prior to the new Rent taking effect.

13.11 No Rental Agreement or Sublease Agreement is valid unless it has been made under this Policy.

14. Inspection Reports

14.1 The Landlord and Tenant shall, within one week before, if the Rental Unit is vacant, or on the first date of Tenancy, complete an inspection report in the prescribed form (Appendix 5).

14.2 Every Tenant shall receive a copy of the inspection report within ten (10) days of conducting the inspection.

15. Security & Pet Deposits

15.1 The Tenant, except Tenants who are eligible for social assistance, shall provide a Security Deposit at the time a Rental Agreement is signed in an amount equal to 50% of one month's Rent.

15.2 If approved to have a pet, the Tenant shall provide a Pet Deposit at the time a Rental Agreement is signed in an amount equal to 50% of one month's Rent.

15.3 All Security Deposit and Pet Deposits, if applicable, must be deposited to a separate account. It is not a requirement of this Policy that accounts be interest bearing.

15.4 The Security Deposit and Pet Deposit must be returned to the Tenant within fourteen (14) days of the expiry or termination of the Tenancy except for an amount that:

(a) the Tenant agrees to allow the Landlord to keep in compensation of Rent;

(b) the Tenant owes to the Landlord in respect of unpaid Rent or damages, including damages caused by approved pets; or

(c) that the Appeals Arbitrator has ordered the Landlord may retain.

15.5 If Security Deposit and Pet Deposit are depleted during the Tenancy, they will require to be paid again, when the Rental Agreement is renewed.

16. Landlord's Obligations

16.1 All Tenancies shall be subject to the following Landlord obligations:

(a) that the Rental Unit will be reasonably fit upon the commencement of the Tenancy and will comply with the health, safety, and housing standards required by any applicable law or policy; and

(b) that the Landlord will not in any significant manner disturb the Tenant's possession or peaceful enjoyment of the Rental Unit.

17. Tenant's Obligations

17.1 All Tenancies shall be subject to the following Tenant obligations:

(a) that the Rent will be paid on the first day of each and every calendar month thereafter during the Tenancy;

(b) that the Tenant will obey all Lytton First Nation laws and keep the peace;

(c) that the Tenant will "be a good neighbor" and not in any significant manner interfere with the rights of either the Landlord or of other Tenants, or permit guests or visitors to interfere with the rights of either the Landlord or of other Tenants;

(d) that the Tenant will not perform, or allow any guests or visitors to perform, any illegal acts or carry on an illegal trade, business, or occupation in the Rental Unit;

(e) that the Tenant will not do or permit significant damage to the Rental Unit;

(f) that the Tenant will not make any improvements, renovations, or changes to the Rental Unit without the prior written consent of the Housing Manager;

(g) that the Tenant will maintain the Rental Unit in a reasonably clean and safe condition;

(h) that the Tenant will immediately report to the Landlord any damages or need for repairs for which the Landlord is responsible;

(i) that the Tenant will not allow or use any illegal substances to be used or stored in the Rental Unit, including drugs prohibited by the *Controlled Drugs and Substances Act* or any other like legislation;

(j) that the Tenant is responsible to pay the cost of repairs caused by negligence or willful damage on the part of the Tenant and/or their guests.

(k) that the Tenant shall report damage to the Rental Unit caused by vandalism or a break-in to the R.C.M.P. Where damage caused by vandalism or a break-in is not reported, the Tenant shall be responsible for the cost of the repairs.

(l) that the Tenant will maintain control at all times over any approved pets allowed to live on or near the Rental Unit and shall not allow a pet to cause damages to the property or neighboring properties, disturb other Tenants or LFN, or to pose a risk to the health and safety of other Tenants or the community as a whole; and

(m) that the Tenant will vacate the Rental Unit at the expiration or termination of the Tenancy.

18. Paying Rent

18.1 Rent contributes toward the cost of housing and will be used to protect LFN's investment in its housing stock and to maximize housing resources. Where applicable, all Tenants are expected to pay Rent as set out in the Renal Agreement.

18.2 Rent may be paid:

(a) by cash;

(b) by certified cheque, money order or bank draft;

(c) by bill payment through a bank account (where available);

(d) by pre-Authorized direct deposit;

(e) if applicable, directly by Social Development Department;

(f) by salary deduction, with written consent of the Tenant (Appendix 6); or

(g) through any other form of payment authorized by LFN.

18.3 Rent is late, and in Arrears, if the full amount is not paid by 4:30 pm on the day it is due.

18.4 Rent continues to be owed even during catastrophic incidents.

19. Entry onto Premises

19.1 Except as otherwise permitted in this section, the Landlord may not enter a Rental Unit without the consent of the Tenant.

19.2 Notwithstanding subsection 19.1, the Landlord may enter a Rental Unit without consent or notice if the Landlord has reasonable grounds to believe:

(a) that an emergency requires the Landlord to enter the Rental Unit; or

(b) the Tenant has abandoned the Rental Unit.

19.3 The Landlord may enter a Rental Unit upon providing notice for the purposes of:

(a) conducting an inspection of the Rental Unit;

(b) making repairs to the Rental Unit; or

(c) taking any necessary steps to control pests.

19.4 The right to enter the Rental Unit pursuant to subsection 19.3 is contingent upon providing notice that states the reason(s) for the entry, and which has been Served on the Tenant at least 24 hours before entry.

20. Locks

20.1 A Tenant may not change or add a lock on any door giving access to a Rental Unit without the consent of the Landlord.

20.2 A Landlord may only change or add a lock on any door giving access to a Rental Unit if:

(a) the Tenant has consented and is provided a key immediately after the lock is added or changed;

(b) there has been willful damage to the door or an attempted break and entry, causing damage to the door; or

(c) the Tenancy has expired or been terminated.

20.3 A $50.00 fee will be charged for keys that are lost or misplaced by the Tenant.

21. Renovations

21.1 The Tenant will not make any improvements, renovations, or changes to the Rental Unit without the prior written consent of the Housing Manager.

21.2 Requests for renovations are subject to the warranty provisions of the Rental Unit and any renovation policy or regulation enacted by LFN from time to time.

21.3 Tenants shall not undertake any renovation, modifications, or additions to the Rental Unit without the written permission of the Housing Department. For added certainty, Tenants will not be reimbursed for renovations, modifications or additions that are done at the expense of the Tenant without prior agreement with the Housing Department, and if no permission is obtained, the Tenant shall be responsible to return the Rental Unit to its original condition at no cost to LFN.

22. Insurance

22.1 Lytton First Nation will maintain property and fire insurance for all Rental Units for as long as LFN retains ownership of the Rental Unit.

22.2 For clarity, Lytton First Nation is not responsible for maintaining property or fire insurance for Rental Units if the home has transferred to the Tenant and has become a Privately Owned Home.

22.3 Tenants, and Subtenants, where applicable, are strongly encouraged to purchase and maintain contents insurance to cover their personal property and are solely responsible for doing so. Damage or loss of the Tenant's or Subtenant's personal property will not be covered under LFN's insurance policies.

23. Pets

23.1 Only cats and dogs will be permitted as pets within a Rental Unit. Any other type of animal including but not limited to fish, reptiles, rabbits, rodents, birds, and livestock, are not allowed to be kept as pets while residing in a Rental Unit.

23.2 Tenants are permitted to have up to two (2) animals (consisting of dogs and/or cats) in a Rental Unit with the prior written approval the Housing Manager granted in accordance with this Housing Policy and signed Pet Addendum (Appendix 2A). A Tenant who obtains a pet without authorization under this Housing Policy and a signed Pet Addendum is in breach of this Policy and may be evicted, as set out in this Policy.

23.3 If a Tenant requires a guide animal as defined in the *Guide Animal Act* [RSBC 1996] Chapter 177, as amended from time to time, the Housing Manager will approve the animal to reside in the Rental Unit.

23.4 A Tenant wishing to keep a pet in the Rental Unit after the Tenancy has commenced shall provide a written request to the Housing Manager for approval that includes the following information:

(a) type of pet (dog or cat); and
(b) confirmation that the Tenant is familiar with and will act in accordance with the Lytton First Nation 2020 Dog Control By-Law, as amended from time to time.

23.5 If the application for a pet occurs after the Tenancy has commenced, as part of the approval process, the Tenant and the Housing Manager will perform a condition inspection of the Rental Unit and complete an inspection report, pursuant to section 14 of this Policy, to confirm the condition of the Rental Unit.

23.6 If the Housing Manager approves an application to have a pet in a Rental Unit:

(a) the Tenant will sign and comply with a pet policy addendum to the Tenancy Agreement; and

(b) the Tenant shall provide the Housing Department with a Pet Deposit which will be held by the First Nation in accordance with section 15 of this Housing Policy.

23.7 The Tenant is solely responsible for any damage caused to the Rental Unit or any other property by any pet the Tenant or guest keeps at the Rental Unit, regardless of whether the pet was approved to reside at the Rental Unit.

23.8 If the Tenant fails to repair any such damage prior to termination of the Rental Agreement, LFN may apply the Pet Deposit towards the costs of such repairs. The Tenant is liable to reimburse the Landlord for any costs incurred by the Landlord to restore the Rental Unit to re-rentable condition as a result of damage caused by the pet(s) that are not covered by the Pet Deposit.

23.9 The Tenant is solely responsible for any injury to any persons or animals in the neighbourhood caused by any pet, including but not limited to medical and/or veterinary costs.

24. Sublet of a Rental Unit

24.1 A Tenant may only enter into a Subtenancy with their Rental Unit with the prior written approval of the Housing Committee.

24.2 The Housing Committee will only approve applications for a Subtenancy (Appendix 7) made by a Tenant where:

(a) the Subtenancy will be for a period of one (1) year or less;

(b) the Tenant is applying for a Subtenancy because of the need to attend an educational institution or workplace located off Reserve, or because they are otherwise required to be away from the Reserve for legitimate Family, medical, educational, or work-related reasons;

(c) the Tenant is not in Arrears; and

(d) the Tenant has not been evicted, has not abandoned the Rental Unit, or is not constructing a home elsewhere.

24.3 Case-by-case applications for a Sublease for reasons or for periods of time that are not permitted in the subsections above *may* be made but are subject to the ultimate discretion and written approval of the Housing Committee.

24.4 Tenants may propose a Subtenant or may ask the Housing Manager to assist in finding an appropriate Subtenant. The Housing Manager and the Tenant must agree on the selection of the Subtenant; if agreement cannot be reached, the Sublease will not be recommended for approval by the Housing Manager to the Housing Committee. The Tenant will continue to make all Rent payments while the Subtenant selection process is ongoing.

24.5 The Subtenant must meet all eligibility requirements that a Tenant must meet under section 9 of this Policy or fall under an eligibility exception as set out under subsection 9.2 of this Policy. The potential Subtenant must not already be a Tenant in a Rental Unit.

24.6 If the Housing Committee approves the Subtenancy, the Tenant, Subtenant, and the Housing Manger will perform a condition inspection of the Rental Unit and complete an inspection report, pursuant to section 14 of this Policy. The Subtenant and Tenant will be responsible for any damage to the Rental Unit that occurs during the Sublease that is not listed on the inspection report.

24.7 The Tenant, Subtenant, and the Landlord will enter into a Sublease Agreement which:

(a) commences on the day that the Sublease Agreement has been signed by all parties, the Security Deposit and Pet Deposit (if applicable) and first month's Rent has been paid, and the keys have been delivered to the Subtenant; and

(b) ends on the day:

i. listed on the Sublease Agreement, or as otherwise agreed to in writing by the Tenant, Subtenant, and the Landlord;

ii. the Landlord reasonably believes the Subtenant has abandoned the Subtenancy; or

iii. the Landlord, the Tenant or the Subtenant has terminated the Subtenancy by giving notice as required by this Policy.

24.8 Under the Sublease Agreement, the Subtenant will have all the responsibilities of a Tenant for the duration of the Subtenancy, including paying Rent and utilities, and maintaining the Rental Unit in good condition. The inspection report will be attached to, and form part of, the Sublease Agreement.

24.9 The Rental Agreement between the primary Tenant and the Landlord remains in force for the duration of the Subtenancy and survives the expiration and/or termination of the Sublease Agreement. The primary Tenant is responsible for ensuring that all obligations of the Rental Agreement are met. If the Subtenant breaches the Sublease Agreement, the Tenant will be responsible for paying any outstanding debts and costs of the Subtenant, including:

(a) rental Arrears;

(b) unpaid services and utilities;

(c) maintenance and repair costs as applicable; and

(d) any costs associated with the termination of the Sublease Agreement, including cleaning costs and payments for any damages caused by the

Subtenant, the Subtenant'.

24.10 If the Tenant sublets a Rental Unit without prior written approval of the Housing Committee or fails to correct any default of the Subtenant as required, the Landlord may terminate the Rental Agreement in accordance with subsection 26.10 of this Policy, and may seek any other remedy as permitted by law.

24.11 The Subtenant must vacate the Rental Unit upon the termination or expiry of the Sublease Agreement and provided that the Rental Agreement has not been terminated for any breach or default, the Tenant may resume occupancy.

24.12 For certainty, the processes for inspections (as set out in section 14), Security and Pet Deposits (section 15) may be adapted and applied to Subtenancies. The obligations of the Landlord and Tenant as set out in sections 16 to 20 shall be read to apply to Subtenants.

25. Transfer of a Rental Unit

25.1 A Tenant may not transfer or assign a Rental Agreement or a Sublease Agreement or assign their rights outside of this Policy. Any assignment or transfer made in contravention of this Policy is void and is of no effect.

25.2 LFN may require a Tenant to transfer to an alternative available Rental Unit, or to exchange Rental Units with another Tenant, to ensure that the Tenant's housing composition conforms with the National Occupancy Standards. If a Tenant anticipates that the Tenant's household composition will change, or it has changed, because of a birth, death, adoption, or spousal or guardianship arrangement, the Tenant must notify the Housing Department as soon as possible.

25.3 LFN may transfer a Tenant to an alternative Rental Unit at any time such transfer is required as a result of an emergency (fire, flood, earthquake, etc.). Such transfer may be temporary or permanent as required by circumstances and availability of alternative housing and will be decided on a case-by-case basis by the Housing Manager or, where requested by the Housing Manager, the Housing Committee.

25.4 When a transfer is required pursuant to subsection 25.2 or 25.3, the previous Rental Agreement is terminated, and the Tenant will be required to enter into a new Rental Agreement for the new Rental Unit.

25.5 If a transfer is required by LFN in accordance with subsection 24.2, written notice must be Served on the Tenant at least thirty (30) days before termination of the existing Rental Agreement.

26. Eviction

26.1 This section 26 applies to all Rental Units and shall be read to include Subtenants and Sublease Agreements where the terms Tenants and Rental Agreements are used.

26.2 With some specific exceptions listed below, eviction action is considered to be a last resort where the Tenant(s) have failed to resolve a breach of this Policy or a term of a Rental Agreement.

26.3 If at any time after an approval for a Rental Unit has been awarded, and situations have changed within the Family composition, the Housing Manager reserves the right to terminate the Rental Agreement with thirty (30) days' notice. This will be determined on a case-by-case basis.

26.4 The Housing Department reserves the right to evict Tenant(s) and any person who is not a Tenant but who is living in a Rental Unit in certain circumstances. In applicable situations, the Housing Department will issue Eviction Notices (Appendix 9) as set out in this Part, and they will be Served on the Tenant.

26.5 Any person(s) occupying a Rental Unit without the permission of the Housing Department may be evicted immediately and without prior notice. The Housing Department reserves the right to evict any non-Member occupant of a Unit if, in the opinion of the Housing Manager, an eviction is in the best interest of LFN.

26.6 Subject to any appeals pursuant to Part 8 - Appeals, the Tenant shall give vacant possession of the Rental Unit upon the termination date specified in the Eviction Notice.

26.7 The Landlord and the Tenant shall complete an inspection report in the prescribed form on the last day of Tenancy.

26.8 Every Tenant shall receive a copy of the inspection report within ten (10) days of conducting the inspection.

26.9 If the Tenant does not take part in the inspection, and does not provide a delegate, the Landlord may conduct the inspection and complete the inspection report, the accuracy of which shall be verified by either:

(a) a third party who attends with the Housing Manager for the inspection and who signs the inspection report confirming that they agree with the representations of the Housing Manager; or

(b) photographs or videos of the Rental Unit taken by the Housing Manager at the time the inspection report is completed.

Progressive Eviction Action

26.10 Tenants residing in a Rental Unit under a Rental Agreement may face eviction for:

(a) Breaching this Policy or a term of a Rental Agreement. In situations involving minor breaches, Tenants will receive notice and be provided with the opportunity to correct the breach. Prior to evicting the Tenant, the Housing Department may provide the Tenant with the opportunity to attend counselling to explain and reinforce the consequences of failure to resolve the breach to the Tenant. If attempts to resolve minor breaches fail and the Tenant receives first, second and third notices for failing to comply with the Policy, or a term of a Rental Agreement in a one (1) year period, the Housing Department will issue an Eviction Notice and evict the Tenant from the Unit.

(b) Repeatedly causing a nuisance or public disturbance. If, in the opinion of the Housing Manager, Tenants are causing a nuisance or an on-going disturbance, the following steps will be taken:

i. First written warning;

ii. Second written warning; and

iii. Eviction.

(c) Abandoning the Rental Unit. A Rental Unit will be deemed to have been abandoned and the Tenancy may be terminated if the Rental Unit has been vacant for more than sixty (60) days without written notice to the Housing Department and proper arrangements being made for its care.

(d) Failing to pay Rent. A Tenant may be subject to eviction for falling into rental Arrears or for failing to make repayment of Arrears pursuant to a signed agreement. Where the reason for eviction is rental Arrears, the Tenant will also be advised that in order to qualify for housing in future, the rental Arrears must be paid in full.

26.11 Notwithstanding subsection 26.10(c) (Abandoning the Rental Unit), a Tenant may apply to the Housing Manager for written authorization to allow a Rental Unit to remain vacant for more than sixty (60) days where the Tenant wishes to maintain the Tenancy but expects to be away from Lytton First Nation for a period of time because they:

(a) are attending an educational institution located off Reserve;

(b) are working at a location off Reserve; or

(c) are otherwise required to be away from the Reserve for legitimate family, educational, or business reasons.

26.12 A written authorization pursuant to subsection 26.11 may include a term that the Tenant arrange for proper care, maintenance, and ongoing regular inspections of the Rental Unit during their absence or that the Tenant pay additional fees to Lytton

First Nation to perform such services.

Immediate Eviction Action

26.13 Tenants may be evicted immediately and without notice and counselling for any of the following reasons:

(a) making false declarations on a Housing Application that results in a housing allocation approval;

(b) trafficking narcotics or carrying out other illegal business activities in or from a Rental Unit; or

(c) being convicted of a serious *Criminal Code* offence.

26.14 Appeals of decisions made under this section will be heard pursuant to Part 8 – Appeals of this Housing Policy.

27. Termination by Tenant or Subtenant

27.1 A Tenant may terminate a Tenancy by giving thirty (30) days' notice in writing to the Landlord, which must be provided in person, by email, or by registered mail.

27.2 A Subtenant may terminate a Subtenancy by giving thirty (30) days' notice in writing to the Landlord and the Tenant, which must be provided in person, by email, or by registered mail.

28. Frustration of a Tenancy

28.1 A Tenancy is frustrated and the respective obligations of the Landlord and Tenant cease, if:

(a) the Rental Unit is destroyed;

(b) the Rental Unit is damaged to such an extent that a reasonable Landlord would not repair the damages and a reasonable Tenant would not be willing to remain as a Tenant; or

(c) the Rental Unit is deemed unfit for habitation.

29. Arrears Management

29.1 Rent is due on the 1st of the month. The following procedures apply immediately after one (1) payment has been missed:

(a) A First Late Rent/Arrears Notice (Appendix 10) will be sent to the Tenant(s) seven (7) days after Rent is due. A Tenant(s) will be reminded to pay the outstanding Rent in full or to make an appointment with the Housing Department to discuss repayment of the Arrears.

(b) If no payment is received within thirty (30) days of Rent being due, a Second Late Rent/Arrears Notice (Appendix 11) will be sent to request a meeting between the Tenant(s) and the Housing Department to discuss the situation and to make arrangements for the repayment of Arrears. The Housing Department will make every effort to contact the Tenant(s) by phone or in-person to discuss the Arrears situation.

(c) If no payment is received within sixty (60) days of Rent being due, a Final Late Rent/Arrears Notice (Appendix 12) will be sent advising the Tenant(s) that they have thirty (30) days to make full payment of the Arrears plus the current month's Rent or to make arrangements for payment with the Housing Department by entering into a Repayment Agreement (Appendix 13). Both the Tenant(s) and the Housing Department must agree to a Repayment Agreement in writing. The Repayment Agreement will include the amount of each repayment instalment and the date the payment is due.

(d) As a last resort, if the Tenant(s) has not made an effort to repay the Arrears at the end of the 30-day period from the Final Late Rent/Arrears Notice and/or fails to honour the Repayment Agreement, an Eviction Notice will be issued.

(e) If a Tenant(s) receives three Final Late Rent/Arrears Notices within one (1) fiscal year, an Eviction Notice shall be issued.

29.2 In the event of a natural disaster or catastrophic incidents resulting in the Housing Department being unable to issue notices under this section, the Housing Department can issue appropriate notices when operational, as set out in this section.

30. Rights of Set Off

30.1 Lytton First Nation may set off and deduct, at any time, from any entitlement or payment including a per capita distribution payment otherwise due to a Tenant from Lytton First Nation or any First Nation entity, any amounts owed by the Tenant in respect of Rents, Arrears of Rent, damages, or costs related to a Tenancy.

31. Abandoned Goods

31.1 Any goods left by a Tenant, Subtenant, or any other person who has abandoned or vacated a Rental Unit or whose Tenancy or Subtenancy has expired or been terminated may be stored or disposed of by the Landlord in accordance with this section 31.

31.2 The Landlord may dispose of the goods in any manner the Landlord considers proper, including disposing of such goods as waste, removing, storing, and selling the goods and applying any proceeds to outstanding Rents, storage fees, or other charges.

31.3 If any amounts remain after the sale of goods and deduction for outstanding Rents or other charges, the balance shall be remitted to the Tenant.

31.4 The Landlord may apply to the Appeals Arbitrator for advice and direction in respect of the disposition of any abandoned goods.

31.5 Lytton First Nation, the Council, the LFN Administrator, the Housing Manager, and any other person acting for or on behalf of the Landlord shall have no liability in respect of any claim for loss of or damage to abandoned goods dealt with according to this Policy.

Part 5
Homeownership

32. Home Ownership

32.1 A Homeowner is entitled to the exclusive use and possession of a Privately Owned Home. For certainty, this means that the Homeowner is not a Tenant and does not pay Rent, but instead is responsible for all the incidents of ownership of their Privately Owned Home, which includes the following:

(a) Reading, understanding, and complying with the terms and conditions of this Housing Policy, any applicable laws and policies, and any Loan agreement with a Lender, any Security Agreement, and any other housing-related agreements to which they are a party.

(b) Engaging with the Housing Department where appropriate or necessary.

(c) Carrying out the usual responsibilities of Homeownership, including and without limitation:

i. Making payments on time and maintaining the Loan in good standing.

ii. Except as otherwise provided in this Policy, the maintenance and repair obligations arising in respect of the Privately Owned Home and the property it is on.

iii. Keeping the lands on which the Privately Owned Home is located free of health and safety hazards.

iv. Payment of utility and service costs, including any service fees required by LFN; and

v. Maintaining insurance as required by any Lender and LFN.

32.2 Ownership of a Privately Owned Home is evidenced by a Council Resolution and does not alone include ownership or possession of the land on which the Privately Owned Home is situated.

32.3 A Member can become a Homeowner in any of the following ways:

(a) by building a new house;

(b) by purchasing an existing house, including through a conversion to a Privately Owned Home through a rent-to-own agreement with LFN (section 38);

(c) by acquisition through gift or inheritance; or

(d) in accordance with a court order.

32.4 Notwithstanding subsection 32.3(c) and (d), for records-keeping, any transfers of ownership of a Privately Owned Home must be reported to the Housing Department.

32.5 Regardless of how a Member becomes a Homeowner, all Homeowners must abide by LFN's policies, laws, and regulations when building, purchasing, or renovating their Privately Owned Home, or when making an application for any government or external funding which requires LFN's involvement or guarantee.

32.6 LFN is not liable for any decrease in value, or any impact on the use, of a Privately Owned Home arising from any exercise of authority under this Policy.

Eligibility for Homeownership

32.7 To be eligible to apply to build or purchase a house, a person must:

(a) be a Member;

(b) be at least 19 years of age;

(c) be in good standing with LFN, meaning the Member;

i. has no outstanding historical debt owing to LFN;

ii. has no outstanding debt owing on a Loan from or guaranteed by LFN;

iii. has never defaulted on a Loan or mortgage agreement, including any from or guaranteed by LFN;

iv. does not have a history of failure to comply with a repayment agreement with LFN, within the five (5) years immediately preceding the date of application; and

v. has never been evicted from a Rental Unit due to their own breach(es) of this Housing Policy or any agreement; and

vi. does not have a history of failing to comply with this Housing Policy, a Rental Agreement, or a Sublease Agreement;

(d) be in compliance with all applicable LFN laws and policies and have obtained all required permits, approvals, or licenses as may be applicable; and

(e) if applying to build a new house, have been or can be granted possession and/or use and occupancy of the land where the house is to be built, in accordance with all applicable LFN laws and policies.

Applications for Homeownership

32.8 Any Member who meets the eligibility requirements in subsection 32.7 may apply to build or purchase a Privately Owned Home.

32.9 An application to purchase a Privately Owned Home must be submitted for all purchases or transfers of Privately Owned Homes regardless of how the Member plans to pay for the purchase or transfer.

32.10 The Housing Department will assist applicants in completing applications by providing information and direction as requested; however, it is the applicant's responsibility to follow all steps and coordinate with other LFN departments and other external bodies, such as a Lender, as the applicant moves through the application process.

32.11 Applications to build or purchase a Privately Owned Home must be made using the prescribed form (Appendix 14) and submitted to the Housing Department, along with all required administrative fees and documents as may be specified on the prescribed form for the type of Privately Owned Home.

32.12 If an applicant is applying for the Homeownership Financing Program and requires a LFN Loan Guarantee, the separate application process set out in section 33 also needs to be followed.

32.13 The Housing Department will review submitted applications for eligibility and completeness and will reject ineligible and/or incomplete applications.

32.14 If an application is rejected as ineligible and/or incomplete, the Housing Department will notify the applicant and provide the applicant with an explanation about why the applicant is ineligible, and/or indicate the deficiencies in an incomplete application.

32.15 An applicant may correct an incomplete application and re-submit it at any time and as many times as may be necessary to ensure completeness.

32.16 The Housing Department will review all completed applications and will verify the information therein by taking whatever steps and communicating with whichever agencies as may be necessary, including without limitation, Lenders, builders, and other departments within LFN.

Homeowner Application Approval

32.17 Upon confirming that an application to build or purchase a Privately Owned Home is complete and that the applicant meets all LFN's Homeownership eligibility requirements, the Housing Department will:

(a) in the case of an applicant who <u>does not</u> require a Loan Guarantee through the Homeownership Financing Program, forward the completed application to build or purchase a Privately Owned Home to Council with a confirmation that the application is eligible for Council approval; and

(b) in the case of an applicant who requires a Loan Guarantee through the Homeownership Financing Program as set out at section 33 of this Housing Policy, follow the applicable requirements to confirm the applicant's eligibility and ability to qualify for the Program.

32.18 Applications to build or purchase a Privately Owned Home may go to Council before or at the same time as applications for a Loan Guarantee under the Homeownership Financing Program, as required by the circumstances.

32.19 Council will render a decision at a duly convened meeting of Council approving or disapproving the application and will confirm the decision by Council Resolution.

33. Homeownership Financing Program: LFN Loan Guarantee

Homeownership Financing Program

33.1 LFN makes the Homeownership Financing Program available to its eligible Members for the purchase, construction, or renovation of a Privately Owned Home. Without limitation, this also includes mobile homes, and the building and installation of a unit fabricated elsewhere and relocated to LFN lands.

33.2 The Homeownership Financing Program gives Members an opportunity to access a Loan from a Lender, through Loan Guarantee by LFN. The Homeownership Financing Program requires eligible Members to first apply to the Lender and be preapproved for the Loan by the Lender, and then apply to LFN for a Loan Guarantee. If an applicant's application to LFN is successful, LFN will provide a Loan Guarantee, which is issued by Council through a Council Resolution.

33.3 The Homeownership Financing Program is a financial risk to LFN because it requires that LFN act as guarantor to the Loan. Loan Guarantees are granted at the discretion of Council subject to LFN's available funds and/or credit, among other factors. Council may reject an application for a Loan Guarantee at its sole discretion.

33.4 The Borrower is responsible for paying all fees and costs associated with the Homeownership Financing Program, including any required appraisals, surveys, applicable taxes, and premiums for all applicable insurance and legal fees, unless otherwise specified in writing by LFN.

Eligibility for Homeownership Financing Program

33.5 To be eligible to apply for a Loan Guarantee under the Homeownership Financing Program, in addition to any eligibility criteria specified by the First Nations Market Housing Fund or a Lender, the Borrower must:

(a) meet all the requirements for Homeownership as set out at subsection 32.7;

(b) satisfy the minimum requirements for taking out a Loan with a Lender, including minimum credit rating scores, and total debt servicing ratio, and provide proof of Loan pre-approval from the Lender;

(c) provide Proof of Income demonstrating that the Borrower can support repayment of the Loan;

(d) if the Borrower is a Spouse, be able to provide the written consent of the other Spouse to the Loan; and

(e) where the application is for a Loan Guarantee of a Loan supporting the construction of a Privately Owned Home, have a form of land interest or use and occupancy rights to the land that are free and clear of any encumbrances or charges that would prevent its use for the proposed residential purposes.

33.6 In addition to the eligibility requirements set out in subsection 33.5, before issuing a Loan Guarantee, LFN requires that a Borrower under the Homeownership Financing Program must:

(a) if relevant and as required by any LFN Land Laws, as defined in the TemEEwuh na Ta hheeymOt *Land Code*, transfer their land interest to LFN as security for any Loan or Loan Guarantee, to be registered in the First Nation Land Registry System in the name of LFN;

(b) execute a purchase or construction/renovation Security Agreement in the prescribed form (Appendix 15 or Appendix 16) in favour of LFN as security for any Loan Guarantee given by LFN; and

(c) obtain and provide LFN proof of appropriate insurance sufficient to cover the full amount of the Loan in the event that the Borrower dies during the term of the Loan, and, if possible, name LFN as an irrevocable beneficiary.

33.7 If a Borrower is unable to meet any of the requirements set out in subsections 33.5 or 33.6, or if the Borrower is unable to meet any additional requirements of a Lender, the application will be declined and/or no further steps will be taken.

Applications for Homeownership Financing Program

33.8 Any Member who meets the eligibility requirements in subsection 32.7 may apply for a Loan Guarantee under the Homeownership Financing Program.

33.9 Applicants for a Loan Guarantee under the Homeownership Financing Program may apply jointly.

33.10 The process for applying for a Loan Guarantee under the Homeownership Financing Program is as follows:

(a) first, the applicant must obtain membership verification from LFN in the prescribed form (Appendix 17) and submit it to the Lender when making an application for a Loan pre-approval;

(b) second, the applicant must obtain pre-approval for the Loan from the Lender;

(c) third, the applicant must make the application for a Loan Guarantee under the Homeownership Financing Program by submitting a completed application in the prescribed form (Appendix 18) to the Housing Department, along with all required administrative fees and documents as may be specified on the prescribed form.

33.11 The process set out in subsections 32.13 to 32.16 will also be followed for applications for a Loan Guarantee under the Homeownership Financing Program.

33.12 The Housing Department will assist applicants in completing applications by providing information and direction as requested; however, it is the applicant's responsibility to follow all steps and coordinate with the Lands & Natural Resources Department of LFN, the Lender, and any other parties as required as the applicant moves through the application process.

Homeownership Financing Program Approval

33.13 If the applicant meets the LFN eligibility criteria for the Homeownership Financing Program set out at subsection 33.5:

(a) the Housing Department will confirm to the applicant that the applicant has met all the eligibility conditions in subsection 33.5 for the Homeownership Financing Program and, subject to meeting the required conditions in subsection 33.6, the application for a Loan Guarantee will be forwarded to Council with a confirmation that the application is eligible for Council approval;

(b) the Housing Department will coordinate with the Borrower and ensure all requirements under subsection 33.6 are met and all necessary documents are appropriately stored by the Housing Department;

(c) the Housing Department will coordinate with the First Nation Market Housing Fund (FNMHF) to confirm FNMHF backing of the Loan, subject to LFN Loan Guarantee (which may include issuance of documentation by the FNMHF);

(d) the Housing Department will prepare a draft Loan Guarantee Council Resolution and submit it to Council for consideration; and

(e) Council will determine whether to issue LFN's Loan Guarantee.

33.14 LFN may not provide a Loan Guarantee of the Loan where:

(a) LFN's available funds and/or credit are insufficient; or

(b) the amount of the Loan or Loan Guarantee is more than the appraised or actual value of the property or home.

Homeownership Financing Program: Records

33.15 The Housing Department must keep all records relating to the Loan for the duration of the Loan repayment period. This includes but is not limited to: the Loan Guarantee Council Resolution, any documentation by the CMHC and First Nation Market Housing Fund related to the insuring and guarantee of the Loan, the conditional Loan approval document from the Lender, a confirmation of unencumbered land from the Lytton First Nation Lands & Natural Resources Department, and a copy of the Loan agreement between the Borrower and the Lender.

33.16 The Housing Department may require the Borrower to consent to direct release by the Lender of copies of notices and documents provided to and by the Lender in relation to the Loan, if the Housing Department does not already receive them.

Homeownership Financing Program: Loan Default

33.17 All Borrowers are responsible to make their Loan payments on time and to maintain their Loan in good standing. If a Borrower is in Default on a Loan, that Default is also a breach of any applicable Security Agreement or Loan Guarantee.

33.18 The Housing Department will receive direct communication from the Lender of any Default notices or communications to the Borrower relating to Defaults.

33.19 If LFN becomes aware that a Borrower has missed a Loan payment or is in Default on any Loan for which LFN is a guarantor, LFN will take steps in relation to the missed payment and/or Default in accordance with the applicable Loan Agreement and Security Agreement and will provide at minimum a first notice and a final notice to the Borrower.

33.20 If the Borrower makes a payment or otherwise corrects the Default within the time specified in any notice given under subsection 33.19, LFN will not take further steps to terminate the Borrower's right to possess and occupy the Privately Owned Home unless the Lender has commenced a claim or made a demand against LFN as guarantor.

33.21 If the Borrower fails to make payments or correct the Default within the time specified in the final notice given under subsection 33.19, the Housing Manager may issue a notice of Default and take steps to repossess the Privately Owned Home and any associated land interest in accordance with the applicable Security Agreement and/or LFN policies or laws, regardless of whether the Lender has issued a demand or claim against LFN as guarantor.

33.22 If the Lender issues a demand or makes a claim for payment against LFN as guarantor, the Housing Manager will issue a notice of Default and may take steps to repossess the Privately Owned Home and any associated land interest in accordance with the applicable Security Agreement and/or LFN policies or laws.

33.23 On taking vacant possession of the home, LFN may dispose of the home and any property by sale, or choose to add the house to LFN rental housing inventory.

34. Construction of Privately Owned Homes

34.1 In order to construct a new Privately Owned Home, a Homeowner must be entitled to possession and/or use and occupancy of the building site lands in accordance with LFN laws, including any LFN Land Laws, as defined in the TemEEwuh na Ta hheeymOt *Land Code*.

34.2 LFN will provide the Homeowner with information, guidance, and direction on request, or as LFN may consider reasonably necessary, to assist the Homeowner with any aspect of the application and construction process. However, management of the construction of a Privately Owned Home is solely the responsibility of a Homeowner.

34.3 The Homeowner must comply with all other applicable laws, bylaws, or procedures enacted by LFN as relates to land use and construction and building requirements, including any LFN Land Laws, as defined in the TemEEwuh na Ta hheeymOt *Land*

Code, and must confer directly with the LFN Lands & Natural Resources Department to ensure all requirements are met.

34.4 The Homeowner shall begin the new house construction only after receiving Council approval of their application for Homeownership and, if relevant, after the issuance of a Loan Guarantee for a Loan under the Homeownership Financing Program.

34.5 Homeowners are responsible for ensuring that all workers working on construction of a Privately Owned Home are covered by WorkSafeBC, whether through the independent businesses that employ the workers or directly through the Homeowner.

34.6 Homeowners are solely responsible for obtaining and maintaining appropriate insurance during the duration of construction, and ensuring all contractors retained by the Homeowner have appropriate insurance.

34.7 Homeowners must use Lytton First Nation-approved inspectors for any required inspections, and must provide a copy of each inspection report to LFN.

34.8 Prior to beginning construction, and during and after construction, where relevant, a Homeowner must submit all documentation relating to the construction to the Housing Department, which must include the following:

(a) a copy of all insurance, including at minimum insurance covering fire, general liability, and construction;

(b) a copy of the land instrument demonstrating legal possession of the lands, or confirmation from the Lytton First Nation Lands & Natural Resources Department of the type of the land interest or use and occupancy rights the Homeowner holds to the lot;

(c) drawings, surveys, and other plans of the building site, including an engineer-stamped site plan, which must be, where relevant, approved by an appropriate authority;

(d) drawings and plans of the construction;

(e) the general contractor's information, and proof that they are a Red Seal or licensed contractor, proof of construction warranty, and proof of the contractor's insurance (including liability and/or builder's risk insurance) and coverage with WorkSafeBC;

(f) copies of any contracts which the Homeowner has entered into with the contractor or other parties for the construction;

(g) a comprehensive budget for the construction project, including servicing, landscaping, and contingency requirements;

(h) if a well is installed, a copy of the post-installation well report;

(i) any other documentation about construction that was provided to the Lender, if the Homeowner has a Loan subject to a Loan Guarantee by LFN; and

(j) proof from the general contractor that all subcontractors have been paid.

34.9 In order to renovate a Privately Owned Home with a Loan subject to a Loan Guarantee by LFN under the Homeownership Financing Program, the Housing Manager may require the Homeowner to follow any of the provisions in section 34, as applicable to the circumstances.

35. Services and Maintenance

Services

35.1 Homeowners holding a Loan subject to a Loan Guarantee by LFN through the Homeownership Financing Program are responsible for the cost of any construction or related services infrastructure installation to the lot line, as well as hydro hook-ups. For certainty and where relevant, this includes the costs of arranging, installing, connecting services and utilities related to:

(a) hydro (eg. BC Hydro and Fortis BC);

(b) telecommunications;

(c) potable water;

(d) septic; and

(e) a driveway.

35.2 Homeowners receiving any of services and utilities listed in subsection 35.1 must purchase and hold a home insurance policy with appropriate coverage of such installations, and will be responsible for the cost of any maintenance or repair of such infrastructure beyond that covered by insurance, as well as for payment of any insurance deductible(s), if applicable.

35.3 LFN will provide the following services to Homeowners:

(a) garbage collection;

(b) installation and connection of water services from the LFN connection to the lot line;

(c) snow removal on main roads; and

(d) any other services, as determined by Council from time to time.

35.4 LFN may at its sole discretion charge a fee for the services set out in section 35.3, as determined by Chief and Council, which will be paid by the Homeowner to LFN.

35.5 For greater certainty, Homeowners are solely responsible for obtaining and paying for any services not specifically stated in this Housing Policy.

Maintenance

35.6 Subject to a maintenance agreement that may be developed and approved by Council and entered into between the Member and Lytton First Nation, Homeowners are solely responsible at their own expense to maintain and repair their own Privately Owned Homes and maintain the lands on which they are located in a reasonable state of repair at all times, including meeting basic standards of health, safety and cleanliness and the requirements of all LFN laws and policies. Lytton First Nation will not be responsible for the condition, care, maintenance, or upkeep of a Privately Owned Home.

35.7 If a Homeowner refuses or fails to meet the maintenance and repair requirements in subsection 35.6 above, LFN may take any necessary steps to cause any maintenance and repairs to the Privately Owned Home as may be required for safety or health reasons, to remove a nuisance, or to comply with this Housing Policy or a law of the LFN.

35.8 If a Homeowner has a Loan, Loan Guarantee, or has entered into a Security Agreement, the Homeowner is required to properly maintain the Privately Owned Home in order to preserve its value. If a Homeowner fails to properly maintain their Privately Owned Home, they may be in breach of the terms of any applicable agreement. Such breach may allow LFN, in addition to the remedies set out in subsection 35.7 above, to enter onto the premises and cause the necessary maintenance or repair work to be done, or, in extreme cases, repossess the house in accordance with the applicable agreement.

35.9 If LFN is required to take steps in accordance with subsections 35.7 or 35.8, above, then LFN, where feasible, will provide the Homeowner with seven (7) days' notice prior to entering the Privately Owned Home or lands in order to do the maintenance and repairs.

35.10 If LFN undertakes necessary maintenance or repairs which the Homeowner failed or refused to perform, then LFN will charge the reasonable cost of those repairs to the Homeowner and such amounts will be a debt owing to and recoverable by LFN.

35.11 Issues such as pests, animals, and garbage are matters of public health and safety and will be dealt with in accordance with LFN laws.

35.12 The Housing Department is available to answer questions and provide assistance to Homeowners with respect to maintenance and repair related issues. The Homeowner is encouraged to seek assistance from the Housing Department for any such issues.

36. Insurance Requirements

36.1 It is the sole responsibility of Homeowners to purchase and maintain adequate insurance on their Privately Owned Home. In the event of damage or loss of the Privately Owned Home, LFN will not be responsible for the repair or replacement of the Privately Owned Home under any circumstances.

36.2 Where LFN has given a Loan Guarantee to the Homeowner, LFN will require that the Homeowner obtain, maintain, and provide proof of “all perils” home insurance, including insurance for fire and property damage, in an amount no less than the full replacement value of the Privately Owned Home, as well as any specific or additional insurance required by the Lender and/or pursuant to the Security Agreement.

36.3 The Homeowner will ensure that any insurance policies required under subsection 36.2 name LFN as an additional insured with loss payable to LFN and contain a waiver of any subrogation rights that the insurers may have against LFN.

36.4 If a Homeowner fails to comply with the requirements set out in subsection 36.2, LFN may obtain such insurance and charge the Homeowner for the cost of the premiums. If the Homeowner fails to repay the premiums, or if the Homeowner voids or otherwise invalidates the coverage provided under the insurance policy, it will constitute a Default on the Loan or the Loan Guarantee and LFN will be entitled to seek all available legal remedies.

36.5 LFN is not responsible for the contents of a Homeowner’s Privately Owned Home under any circumstances. Homeowners are encouraged to purchase and maintain contents insurance in their home insurance policy to cover the loss of any contents.

37. Sale and Purchase of Privately Owned Homes Between Members

37.1 All prospective purchasers of Privately Owned Homes must be able to meet the eligibility requirements for Homeownership set out in subsection 32.7 and must be approved for Homeownership in accordance with section 32.

37.2 LFN will not be involved in determining the price for a Privately Owned Home that is transferred between Members.

37.3 The purchaser is responsible for assessing the Privately Owned Home’s condition prior to purchase, including arranging any inspections required.

37.4 If the purchaser will require financing, either through assumption of an existing Loan or by obtaining a new Loan, the purchaser must apply to LFN for a Loan Guarantee in accordance with section 33 and comply with the Homeownership Financing Program requirements set out in this Policy, which includes executing a Security Agreement in favour of LFN.

38. Conversion to a Privately Owned Home

38.1 Lytton First Nation retains ownership of all Rental Units that LFN has offered in a rent to own arrangement, until the Loan or mortgage for the Rental Unit has been paid in full.

38.2 When the Loan or mortgage has been paid in full, depending on the type of Rental Unit, the Tenant ***may*** have the option to purchase the Rental Unit by paying the purchase price of $1.00 to Lytton First Nation, provided the Tenant is not in Arrears and is not otherwise in breach of the Rental Agreement or this Housing Policy.

38.3 Where a Member enters into a Rental Agreement for a home that has been previously occupied, that Tenant must reside in the home for ten (10) consecutive years or to the end of the mortgage date, whichever is greater, in order to be eligible to exercise the option to purchase outlined in subsection 38.2.

38.4 When the Housing Department confirms in writing that the Loan or mortgage has been discharged, an Offer to Accept the Conversion to a Privately Owned Home (Appendix 8) will be Served on the Tenant and will remain open for acceptance by the Tenant for thirty (30) days.

38.5 If the Tenant declines to accept the Offer to Accept the Conversion to a Privately Owned Home, LFN will retain the Rental Unit and the following will apply:

(a) the Tenant will be required to vacate the home; or

(b) at the discretion of the Housing Manager, the Tenant may remain in the Rental Unit by entering into a new Rental Agreement.

38.6 If the Tenant accepts the Offer to Accept the Conversion to a Privately Owned Home, upon payment of $1.00, the Rental Unit will convert to a Privately Owned Home.

39. Death of a Homeowner

39.1 A Homeowner’s estate is responsible for discharging any outstanding Loan attached to a Privately Owned Home, prior to the distribution of the Privately Owned Home from the Homeowner’s estate.

Part 6

Matrimonial and Real Property on Reserve

40. Rental Units

40.1 Subject to subsections 10(b) and (c), a court order and any applicable law related to Family homes on reserve (e.g., any Land Law respecting matrimonial real property on reserve, or the *Family Homes on Reserves and Matrimonial Interests or Rights Act*), in the event of a marital or spousal dissolution not involving children, the primary Tenant of the Rental Unit must remain a Member. However, in the event of a marital or spousal dissolution *involving children*, a Member who is the custodial parent shall be entitled to retain possession of the Rental Unit and continue to occupy the Rental Unit with the children. The custodial parent shall enter into a new Rental Agreement with LFN.

41. Privately Owned Homes

41.1 All Privately Owned Homes are subject to the *Family Homes on Reserves and Matrimonial Interests or Rights Act* (FHRMIRA) if they are also *family homes*, or *matrimonial interests or rights* as those terms are defined in the FHRMIRA.

41.2 LFN requires that all transactions involving the sale, transfer, or encumbrance of a Privately Owned Home that is also a *family home* or *matrimonial interest or right*, be consented to in writing by both Spouses and that such written consent be registered with the transaction instruments in the First Nation Land Registry System and filed with the Housing Department.

41.3 If a Privately Owned Home becomes the subject of an application under the FHRMIRA, the applicant must provide Council with notice of the application and Council may make representations to the court about the cultural, social, and legal context of the application, including representations about any Loan Guarantee provided by LFN to one or both Spouses.

Part 7

Privacy

42. Retention Time

42.1 Unless otherwise specified in this Policy, personal information that has been gathered and used for the purposes of processing an application for a Rental Unit shall be retained by the Housing Manager for a period of no more than six (6) months, following which it shall be destroyed by shredding.

42.2 Unless otherwise specified in this Policy, personal information that has been gathered and used for the purposes of processing an application to build or purchase a Privately Owned Home shall be retained by the Housing Manager for a period of not more than six (6) months, following which it shall be destroyed by shredding. Notwithstanding this requirement:

(a) if a Loan Guarantee has been issued by LFN pursuant to this Policy, personal information shall be retained for a period of not more than six months (6) *after* the Loan has been discharged; and

(b) if construction is required (to build or renovate a Privately Owned Home), personal information shall be retained for a period of not more than six months (6) *after* construction or renovation has been completed.

42.3 The Housing Manager shall destroy any personal information gathered and used for the purposes of this Policy, after the expiry of the six (6) month period.

43. Disclosure

43.1 Personal information provided to the Housing Manager shall not, without the consent of the Member to whom it relates, be used by Lytton First Nation or any agent of Lytton First Nation except for the purposes set out in this Policy or for a use consistent with the purposes of this Policy.

Part 8
Appeals

44. Tenants May Appeal Decisions

44.1 This Part 8 shall be read to apply to and include Subtenants where the term Tenants is used.

44.2 Applicants, Tenants, Borrowers, and Homeowners may appeal any decisions made regarding the enforcement of this Housing Policy or any agreement made pursuant to this Policy. For certainty, this includes any decisions of the Housing Manager or the Housing Committee. Appeals are heard by an Appeals Arbitrator selected by the LFN Administrator.

44.3 Any person making an appeal (an “appellant”) may attend any meetings or hearings under this Part with a support person of their choosing, including a member of their Family, Elder, or lawyer.

45. Ground for Appeals

45.1 A decision may only be appealed on one or more of the following grounds:

(a) the decision made was contrary to the Policy or the terms of an agreement made pursuant to this Policy;

(b) the Policy or the terms of an agreement made pursuant to this Policy was/were improperly or erroneously interpreted or applied;

(c) there was an error of fact (i.e., there was a factual element relied on by the decision maker in making the decision, which the decision-maker thought was true, but in fact, was not true);

(d) the decision-maker did not exercise their discretionary powers in a reasonable, just, or fair way;

(e) there was a lack of procedural fairness in applying this Policy or the terms of an agreement made pursuant to this Policy, which affected the decision (i.e., procedural error, improper investigation, unlawful discrimination);

(f) new information is now available which may support a reversal of or change to the decision; or

(g) the term of this Policy, or agreement made pursuant to this Policy, that was relied upon by the decision-maker in making the decision, should not be enforced because the term cannot be rationally supported: (i.e., because the term is incomplete, erroneous, discriminatory, or in contravention of LFN's laws or authority).

46. Preliminary Meeting

46.1 Before a formal appeal can be filed, the appellant must contact the LFN Administrator to request a preliminary meeting within fourteen (14) days from the date of notification of the decision they wish to appeal. Before filing an appeal, the appellant must meet once with the LFN Administrator and the decision-maker, and subject to a conflict of interest, a member of the Housing Committee, to clarify facts, seek any missing documents relating to the decision to be potentially appealed, to identify any potential resolutions to the dispute, and attempt to resolve the dispute, if possible. This meeting must be recorded, and minutes or a transcript of the meeting may be used as evidence if the appellant does proceed to file an appeal.

47. Hearing Appeals

47.1 If the dispute is not resolved at the preliminary meeting, the appellant may initiate an appeal by filing a Notice of Appeal of a decision within seven (7) days from the date of the preliminary meeting, which must be in writing in the prescribed form as set out in Appendix 19, and be provided in person, by email, or by registered mail to the Appeals Arbitrator.

47.2 Appeals and all other applications shall be determined by the Appeals Arbitrator on the basis of oral or written materials, as directed by the Appeals Arbitrator.

47.3 The Appeals Arbitrator may give the appellant a reasonable opportunity of no more than fourteen (14) days to correct any incomplete or inaccurate information in a Notice of Appeal and resubmit.

48. Term of Office

48.1 The Appeals Arbitrator shall be selected by the LFN Administrator and their appointment formally ratified by Council Resolution for a term not exceeding 2 years and may be reappointed for additional terms to commence on the expiry of their appointment.

48.2 The Appeals Arbitrator may resign by giving notice in writing to the LFN Administrator.

48.3 The Appeals Arbitrator shall be paid expenses, allowances, and remuneration for his or her services as may be agreed to between the Appeals Arbitrator and Lytton First Nation.

49. Independence

49.1 The Appeals Arbitrator shall be independent of the parties before them and impartial as between them.

50. Consent Resolution

50.1 Notwithstanding any other part of this Policy, the Appeals Arbitrator may, where in the interest of settlement of the matter in dispute it is desirable to do so, deal with the parties on a without prejudice basis for the purposes of obtaining a consent resolution.

50.2 For the purposes of resolving the matter in dispute, the Appeals Arbitrator may engage in efforts at settlement including mediation and any other non-binding dispute resolution process.

50.3 On application by a party to the dispute, the Appeals Arbitrator may confirm a mediated settlement agreement issued under subsection 50.2 as a decision of the Appeals Arbitrator.

51. Powers of the Appeals Arbitrator

51.1 The Appeals Arbitrator shall exercise powers and carry out duties with a view to preserving and enhancing the culture, identity and well-being of Lytton First Nation.

51.2 Notwithstanding anything in this Policy, the powers and duties of the Appeals Arbitrator shall be exercised and performed in a manner consistent with natural justice and fairness and the jurisdiction conferred on the Appeals Arbitrator by this Policy.

51.3 The Appeals Arbitrator may control their own procedures and is entitled to:

(a) receive appeals;

(b) conduct any inquiries or investigations that they consider necessary;

(c) make or issue any interim orders they consider necessary pending the final determination of a matter;

(d) make or issue any orders they consider necessary to resolve the issues in dispute;

(e) make rules:

i. of procedure for the conduct of appeals under this Policy;

ii. for the giving of notice and the service of documents; and

iii. for any other matters necessary to discharge the responsibilities of the Appeals Arbitrator under this Policy.

51.4 Decisions of the Appeals Arbitrator are final and conclusive for all purposes and binding on both the decision-maker and the appellant, but the Appeals Arbitrator may, at any time, reconsider any decision and vary, revoke or affirm the decision.

51.5 A decision or order of the Appeals Arbitrator shall be considered an award pursuant to the Arbitration Act [SBC 2020] Chapter 2, as amended from time to time, and may be enforced by Order of the BC Supreme Court.

52. Evidence

52.1 For the purposes of this Policy, the Appeals Arbitrator may administer oaths.

52.2 The Appeals Arbitrator:

(a) may accept any relevant evidence whether admissible in a court of law or not; and

(b) is not bound by the law of evidence applicable to judicial proceedings.

Part 9
General

53. Policy Provisions

53.1 No waiver of any provision of this Policy shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Policy constitute a continuing waiver unless otherwise expressly provided.

53.2 Each provision of this Policy shall be severable. If any provision is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Policy.

54. Amendments

54.1 Council may approve substantive amendments to the Housing Policy or associated template documents, agreements, or forms by Council Resolution and will advise the Housing Department accordingly.

54.2 Amendments take effect on the date they are approved by the Council.

54.3 If an amended Housing Policy or associated document is reissued, it will be identified by date and will cancel and replace all previous issues.

55. Forms of Notice

55.1 Any notice required to be given under this Policy must:

(a) be in writing;

(b) signed by the Housing Manager or another duly authorized agent of the Landlord;

(c) identify the Rental Unit or Privately Owned Home in respect of which the notice is given.

55.2 Notice shall be deemed to effectively been given if LFN provides notice as above by registered mail, email, or with an apparently adult person at the Homeowner's or Tenant's house, if occupied, or, at the option of LFN, by sending written notice to same or the last address indicated in LFN records.

55.3 Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day) or, if mailed, on the third business day following the date of mailing.

56. Regulations

56.1 The Council may, by Council Resolution, enact regulations under this Policy to establish:

(a) forms that may be used by Landlords or Tenants;

(b) prescribing Rents;

(c) appointing the Appeals Arbitrator;

(d) prescribing any rules or procedures binding on the Housing Manager or the Appeals Arbitrator; and

(e) providing for any other matter reasonably necessary to give effect to this Policy.

57. Coming into Force

57.1 This Housing Policy is hereby enacted by the Council of the Lytton First Nation by Council Resolution dated December 4, 2023, and effective as of January 1, 2024.

APPENDICES

1. Application for a Rental Unit
2. Rental Agreement (Standard)

2A. Pet Policy Addendum to Rental Agreement

3. Sublease Agreement
4. Notice of Increase in Rent
5. Inspection Report
6. Salary Deduction Agreement
7. Application for a Sublease
8. Offer to Accept the Conversion to a Privately Owned Home
9. Notice of Eviction
10. First Late Rent Notice
11. Second Late Rent Notice
12. Final Late Rent Notice
13. Repayment Agreement
14. Homeownership Application Form
15. Security Agreement – Purchase
16. Security Agreement – Construction/Renovation
17. Confirmation of Membership Letter
18. Homeownership Financing Program Application Form
19. Notice of Appeal